



HUMANITARIAN WORKFORCE
MAIN D'OUVRE HUMANITAIRE

SEARCH AND RESCUE VOLUNTEER ASSOCIATION OF CANADA

HUMANITARIAN WORKFORCE



NOVA SCOTIA SNOWSTORM EVENT

03 to 09 February 2024

AFTER-ACTION REPORT

Final Document – 16 April 2024

HWF2024-001

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SIGNATURE PAGE:

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1. EXECUTIVE SUMMARY:

On Saturday, 03 February 2024 a significant snowfall event impacted Cape Breton Island, Nova Scotia (NS) with up to 150 centimeters (cm) of snow, which quickly overwhelmed local authorities and resulted in the declaration of a State of Local Emergency (SoLE) in the Cape Breton Regional Municipality. Once the magnitude of the event was fully realized, the Province of Nova Scotia issued a Request for Federal Assistance (RFA) for the provision of heavy snow clearing assistance, fuel storage and transportation, and aeronautical support for the transport of aid to impacted areas that were difficult to access by road transportation.

While the Nova Scotia Ground Search and Rescue Association (NSGSARA) had already been activated by the province and was preparing to deploy and respond, by Tuesday, 06 February 2024 it was determined that extra support was required for local snow clearing efforts and wellness checks of residents stranded in their homes. The Province of Nova Scotia Emergency Measures Organization (NS EMO) contacted the Search and Rescue Volunteer Association of Canada (SARVAC) Humanitarian Workforce (HWF) to determine their availability and capability to deploy with up to 75 HWF Responders for a period of up to 7 days. As time was deemed to be of the essence, it was determined that an Incident Specific Service Agreement (ISSA) between SARVAC HWF and NS EMO may be more appropriate and efficient than a second or amended RFA through Public Safety Canada (PSC).

Upon receipt of the inquiry from NS EMO, SARVAC HWF initiated the National Search and Rescue Operations Concept (NSOC) for the identification and activation of HWF Responders and began the process of drafting the SA between SARVAC HWF and NS EMO.

Despite the efforts of SARVAC HWF and NS EMO, by Friday, 09 February 2024 the terms and conditions of the ISSA between both agencies could not be finalized and SARVAC HWF scaled back their response posture from NSOC Phase 2. SURVEY to "Active Monitoring".

This After-Action Report (AAR) will explore SARVAC HWF readiness activities to prepare for the planned HWF deployment, the challenges experienced, the lessons learned, and how SARVAC HWF may better prepare for a similar event in the future.

2. INTRODUCTION:

With Canada's ever changing disaster risk profile, the ability for governments at any level to effectively respond to emergencies is increasingly being strained under the sheer frequency and severity of disasters. Recognizing the need to better engage and support Non-Government Organizations (NGOs) in emergency management, the Government of Canada created *The Supporting a Humanitarian Workforce to Respond to COVID-19 and Other Large-Scale Emergencies* program.

PSC, understanding the inevitable challenges to the capabilities of today's emergency management response, accepted the SARVAC application to initiate a national concept of operations so that the Ground Search and Rescue (GSAR) Associations across Canada could respond en masse with trained volunteers to assist with humanitarian aid where and when needed.

SAVAC developed the National Search and Rescue Operations Concept (NSOC) to clearly identify the plans and actions required to execute a national emergency surge response for SARVAC and its associated members. This timeline approach, with guidance and directives, allows SARVAC to respond to an incident based on a clear understanding of the response requested and its own capabilities.

While the intent of the SARVAC HWF program is to timely and effectively respond to large scale emergencies in Canada from coast to coast to coast, constraints remain on the activation and deployment of SARVAC HWF Responders as overarching Service Agreements have not been drafted and signed with Public Safety Canada, Provincial and Territorial governing authorities, and other local and regional authorities. Consequently, in the request from NS EMO to respond to the NS snow event, it was determined that an Incident Specific Service Agreement (ISSA) would be required to address all matters pertaining to the activation and deployment including:

- Mission Ready Group (MRG) taskings on scene.
- Cost recovery of eligible expenses.
- Insurance coverage for all members and assets during deployment.
- SARVAC HWF liabilities and indemnity while engaged in response activities on behalf of the Agency Having Jurisdiction (AHJ).

The process of drafting and signing this ISSA between NS EMO and SARVAC HWF stalled on matters of liability and indemnity, and on the advice of legal counsel, SARVAC HWF was unable to deploy to provide the humanitarian assistance that was requested.

3. KEY READINESS ACTIVITIES:

Upon receipt of the query from NS EMO on Tuesday, 06 February 2024 as to the availability and capability of SARVAC HWF to respond to Cape Breton, NS to support the response to the declared SoLE, the following readiness activities were undertaken by SARVAC HWF:

- An emergency meeting of the SARVAC HWF Project Team was called to brief them on the query from NS EMO and a National Incident Support Team Director (NIST DIR) was appointed by SARVAC to assume the responsibility for executing the NSOC.
- A survey process of the Data Management System (DMS) was initiated, and a survey message sent to assess the availability and suitability of GSAR volunteers to respond under HWF.
- The SARVAC Executive and Board of Directors (BoD) received an initial briefing by way of e-mail correspondence from the HWF Program Director, with continued briefings at regular intervals going forward.
- A Mission Incident Support Team Response Coordinator (MIST RC) was appointed.
- Open lines of communications were established and maintained with PSC, NS EMO and the SARVAC Executive / BoD.
- Development of the Incident Support Plan commenced.

4. KEY RESPONSE ACTIVITIES:

Upon receipt of the query from NS EMO on Tuesday, 06 February 2024 as to the availability and capability of the SARVAC HWF to respond to Cape Breton, NS to support the response to the declared SoLE, the following response activities were undertaken by SARVAC HWF:

- A virtual NIST was stood up with staff from the SARVAC HWF Project Team.
- An in-person MIST was stood up at the SARVAC National Office in Paradise, NL with staff from the SARVAC HWF Project Team, SARVAC Office Staff, and volunteers from NLSARA.
- The drafting of an ISSA commenced outlining HWF capacity and capabilities, mission specific tasks, and an estimated cost of the response.
- Equipment to support the response efforts by SARVAC HWF Responders was sourced but not purchased (snowshoes, snow shovels, snow blowers, gloves, hand warmers, etc.).
- SARVAC HWF Personal Protective Equipment (PPE) backpacks were removed from warehousing and prepared for deployment with the HWF Responders (VHF radios charged, GARMIN In-Reach activated and charged, etc.).
- Travel options to transport personnel and equipment to NS were explored and accommodations at the deployment location were evaluated.
- Mission Ready Groups (MRGs) were populated, and responders assigned to ensure the right size and capabilities to meet the demands of the deployment.
- Suitable road motor vehicles from GSAR Teams across Newfoundland and Labrador (NL) were identified and made ready to convey HWF Responders from NL to Cape Breton, NS.

5. CHRONOLOGY OF EVENTS:

On **Saturday, 03 February 2024**, a low-pressure system stalled south of Atlantic Canada resulting in periods of heavy snow, blowing snow, and whiteout conditions for the region. As a result, Environment and Climate Change Canada (ECCC) issued multiple Winter Storm Warnings for most of Nova Scotia (NS), Prince Edward Island (PEI), and parts of New Brunswick (NB). As of early morning on Tuesday, 06 February 2024, NS had received 90 to 150 centimeters (cm) of snow in certain areas, and PEI received upwards of 60 cm with an additional 10 to 15 cm of snow expected in all areas.

On **Monday 05 February 2024**, because of the storm and the significant snowfall accumulation that was overwhelming local authorities and their ability to effectively respond, the Cape Breton Regional Municipality declared a State of Local emergency (SoLE) and an RFA was issued for support with emergency response efforts. Additionally, in monitoring the event, the Government Operations Center scheduled a meeting with the HWF NGO's to receive an update regarding their local involvement and potential capacities to support if needed.

On **Tuesday, 06 February 2024** SARVAC HWF received an inquiry from NS EMO as to their availability and capability to respond to NS with up to 75 HWF Responders for up to 7 days to assist in humanitarian relief efforts including residential snow clearing to conduct wellness checks of individuals stranded in their homes. It was also noted that NSGSARA was currently deploying under a Provincial agreement, but extra GSAR resources would still be required.

On the evening of **Tuesday, 06 February 2024** an emergency meeting was called and the SARVAC HWF Director tasked the HWF Project Team to activate the NSOC and to prepare for a potential deployment to Cape Breton, NS. A survey of available and qualified SARVAC HWF Responders was initiated. Given the urgency of the request, the number of responders required in the first wave, and the difficulties that were anticipated to access the effected areas in NS, it was agreed that the survey would be limited to Atlantic Canada and Newfoundland and Labrador GSAR Associations where ground transportation was viable and realistic and would expedite the response.

On **Wednesday, 07 February 2024** a National Incident Support Team (NIST) Director was appointed and a NIST stood up virtually. A survey of available and qualified SARVAC HWF Responders was launched and responses to the survey began to populate the online platform shortly after it was released in the early morning. A Mission Incident Support Team Response Coordinator (MIST RC) and team were also appointed. This in-person team, who would eventually deploy to the scene in NS, were stood up at the Rovers GSAR Headquarters in Paradise, NL with the complement made up of local employees of the SARVAC HWF Project Team, SARVAC paid staff, and volunteers from the Newfoundland and Labrador Search and Rescue Association (NLSARA).

A virtual meeting was held between SARVAC HWF and NS EMO and it as stated that NS EMO would rather pursue an ISSA with SARVAC HWF directly than to amend the existing RFA or to initiate a new RFA as it was felt that an ISSA would be drafted, approved, and implemented far more quickly than an RFA through the Government of Canada. SARVAC agreed that they would draft the ISSA document and forward to NS EMO for review, comment, and signature.

An ISSA was drafted by the SARVAC HWF Director and the SARVAC Executive Director and sent to NS EMO by early evening on Wednesday, 07 February 2024. By late evening NS EMO advised that the draft ISSA was under review by the Provincial Legal Department and that a formal response would be received by Thursday morning.

On the morning of **Thursday, 08 February 2024** SARVAC HWF was notified by NS EMO that the draft ISSA had been reviewed by the Provincial Legal Department and that all terms and conditions were acceptable to the province except for the section pertaining to matters of deployment indemnity of SARVAC HWF and that it had been amended by the NS Legal Department.

The amended section of the ISSA that outlined indemnity during deployment was received back by SARVAC and reviewed by legal counsel representing SARVAC HWF. It was advised that the revised indemnity terms afforded little protection for SARVAC and its volunteers when deployed and placed the onus of liability on the Association and the volunteers. SARVAC was advised that it would not be in the best interest of the Association and its volunteers to sign and deploy under the terms and conditions of the revised ISSA.

SARVAC HWF advised NS EMO that there were concerns with the revised ISSA and that further consultation and negotiations would be required before the ISSA would be signed and a deployment initiated. Further discussions were held throughout the day but no progress on resolving the concerns of both parties was made. By Thursday evening, NS EMO advised that they would be abandoning the ISSA process with the SARVAC HWF and would instead be pursuing three individual Service Agreements with the GSAR Associations from NB, PEI and NL, understanding that NSGSARA was already responding. While NBGSARA and PEIGSARA advised that they would entertain the idea of individual SAs, NLSARA advised that they still felt that a deployment under SARVAC HWF would be more suitable, efficient and afford more liability protection and elected to hold fast until the indemnity concerns were addressed.

On **Friday, 09 February 2024** negotiations concerning the indemnity clauses of the ISSA between NS EMO and SARVAC continued to stall and by 1200 NST, SARVAC HWF advised that they could no longer hold their volunteers on standby and would be scaling back their response posture from NSOC Phase 2 – SURVEY to “active monitoring”. While SARVAC HWF was still willing to respond, the change in standby posture now meant that activation would take up to 96 hours instead of 24 to 48 hours.

Active monitoring continued throughout the weekend and SARVAC HWF returned to normal operations on **Monday, 12 February 2024**.

6. MITIGATION REQUIRED:

6.1 Overarching Service Agreements:

The NSOC explores and outlines the plans and actions required to execute a national emergency surge response for SARVAC and its association members and provides a timeline approach with directives and guidance during an all-hazards disaster in Canada. It provides a platform to effectively assemble an urgent response and guidance for day-and-night call out, pre-identifies qualified HWF responders, establishes criteria for identifying, tasking coordinating existing GSAR volunteers and capabilities, and the development of a response accountability framework.

In the case of this recent request from NS EMO to respond to the snow event SoLE in Nova Scotia, the NSOC was activated and was proven to be efficient and effective for response planning. But major constraints on HWF deployment remain and the process stalled due to the lack of an Overarching Service Agreement with the Province of Nova Scotia (and all other Provinces and Territories in Canada).

As identified in section 1. *Introduction*, 1.1.4 *Mutual Aid Agreements* of the NSOC Report, it is the intent to negotiate and develop Mutual Aid Agreements (or service agreements) with appropriate authorities, but this has not yet taken place.

Mutual Aid Agreements or Service Agreements are crucial for disaster response for several reasons:

Resource Sharing: Disasters often overwhelm local resources. Agreements allow for the sharing of personnel, equipment, and supplies among neighboring jurisdictions or organizations. This ensures that resources are efficiently allocated where they are most needed during a crisis.

Rapid Response: By formalizing agreements in advance, response efforts can be mobilized more quickly. There's no need for time-consuming negotiations or bureaucratic hurdles when disaster strikes. Instead, resources can be deployed promptly, potentially saving lives and reducing the impact of the disaster.

Increased Capacity: No single agency or jurisdiction may have all the resources needed to handle a large-scale disaster. Agreements allow for the pooling of resources, thereby increasing overall response capacity. This collaborative approach ensures that jurisdictions can effectively respond to disasters beyond their individual capabilities.

Resilience and Adaptability: Disasters can be unpredictable, and their impacts may extend beyond initial assessments. Agreements foster resilience by enabling flexible and adaptive responses. As the situation evolves, resources can be reallocated as needed, ensuring a more effective and coordinated response.

Cost Efficiency: By sharing resources, jurisdictions can reduce the financial burden associated with disaster response. Rather than each entity maintaining redundant resources, they can contribute to a shared pool, which is more cost-effective in the long run.

Interagency Coordination: Disasters often require a multi-agency response involving various government departments, non-profit organizations, and other stakeholders. Agreements facilitate coordination and cooperation among these entities, ensuring a more cohesive and unified response effort.

Overall, Agreements enhance disaster response by promoting cooperation, resource sharing, and coordination among responding agencies and organizations. They are an essential component of effective emergency management and contribute to building resilient communities.

The negotiation of Overarching Service Agreements with the appropriate authorities must be of the highest priority for SARVAC HWF to timely and effectively deliver on its Concept of Operations as a scalable civilian workforce that can be rapidly deployed in emergencies, broadening the resources available to respond to human-induced and climate-related disasters in Canada, and reducing the reliance on the Canadian Armed Forces in disaster response.

6.2 Long-Term Disability (LTD) Insurance Coverage for HWF Responders:

Currently, SARVAC has nation-wide insurance in place to cover HWF Responders on deployment for Accidental Death and Dismemberment (AD&D) and Commercial General Liability (liability). However, there is no national insurance policy to cover HWF Responders for Long-Term Disability (LTD) if they are injured out-of-province while on HWF deployment. AD&D coverage will afford a one-time, lump-sum-payment for loss of life or traumatic injury, but there will be no compensation for lost earnings potential going forward if an HWF Responder is injured on deployment and unable to work post-injury.

While no national insurance policy exists for SARVAC HWF LTD, many provincial and territorial GSAR associations have this coverage in place when responding in their areas of jurisdiction (through local government arrangements), normally with the provincial or territorial Workers Compensation Boards (WCB).

The challenge arises when these same P/T GSAR volunteers are responding and deployed under the SARVAC HWF program outside of their local areas of jurisdiction where the LTD coverage may not be afforded by their home province or territory in the event of an accident.

SARVAC has endeavoured to secure LTD coverage for HWF Responders in the past but has not been successful as LTD is normally calculated based on one's employment salary and in the case of SARVAC HWF Responders, they are volunteers and therefore receive no financial remuneration while on deployment. No LTD insurance coverage for this scenario currently exists in Canada.

This poses an additional stumbling block to SARVAC HWF deployment as the province, territory or AHJ who have requested the SARVAC HWF through an RFA or ISSA will likely not afford any LTD coverage while HWF is deployed in their jurisdiction.

Clearly, this matter will only be resolved with the support of the Program Administrators for HWF under PSC and the successful negotiation of National Overarching Service Agreements that include LTD coverage for HWF Responders while on deployment.

6.3 Familiarization with the SARVAC HWF National SAR Operations Concept (NSOC):

As the HWF Project Team stood up to prepare for the potential deployment, it became evident that there were some challenges to cohesively following the phases of the NSOC. This can be attributed to several factors:

- HWF Project team members reside in several different provinces across Canada and therefore in different time zones. This offered some challenges with maintaining team situational awareness as some of the team members were virtual attendance and only when availability permitted, while others were in-person and able to communicate more frequently and effectively. Going forward, key roles and responsibilities under the NSOC phases should be better aligned based on availability and proximity to the province or territory where the RFA originated.
- Many on the HWF Project team are new employees, the SARVAC HWF program is still under development, and the NSOC and the complementing standard operating procedures (SOPs) are still being refined. Familiarization and efficiency will no doubt improve and grow as policies and procedures are fine-tuned and HWF program personnel grow in their respective roles. This will be achieved through time and experience, training, exercising, and HWF deployment.
- A list of qualified personnel should be established and maintained for key positions under the National Incident Support Team (NIST) and the Mission Incident Support Team (MIST) so that individuals can better prepare for their potential roles under the NSOC. In the event of a SARVAC HWF deployment, the NIST and MIST Organizational Charts will be efficiently populated from this list when the appropriate Phase of the NSOC is activated.
- During this activation of the NSOC it was noted that several of the HWF Project Team did not have access to all the NSOC operational templates and supporting materials to assist them in their assigned roles and duties. It is recommended that a shared drive be established and populated, with all appropriate documents and procedures, and that all staff be briefed on the location, access, and content of the drive.

6.4 NSOC – Phase 2. Survey:

When the SURVEY PHASE of the NSOC is activated, a broadcast e-mail is sent to potential SARVAC HWF Responders across Canada with an incident-specific, tailored survey based on the skills required, the duration of the expected response and the location of the event. As responses to the survey are received, the GSAR responder information is automatically populated on a visual, on-line dashboard as well as in a spreadsheet format. While this has proven to be an effective way to identify response capabilities, there are still some efficiency challenges that will need to be refined:

- The broadcast e-mail capability currently resides with one individual. This should be expanded to include key positions in the NIST so that the survey can be updated and amended by the NIST as the NSOC phases evolve with potential RFA amendments.

- The survey is a “snapshot” in time. If for some reason the deployment status of a GSAR responder changes over time, they have no way to update their status in the survey and this change will only be identified when the responder is contacted directly. This becomes an efficiency and workload issue for the NIST and should be rectified.
- Span of control. In the case of the NS Snow Event Response, a total of 75 SARVAC HWF Responders were requested. While a spreadsheet populated with responder information for 75 GSAR personnel may be manageable, this workload would be substantially increased if the response to the survey contained 300 or 400 responders. A process to better collect, populate, and analyze the survey data received should be investigated and implemented.

7. CONCLUSION:

The Nova Scotia snow event and SoLE from 03 to 09 2024 was only the second potential activation of SARVAC HWF in the two-year existence of the program. While the program is still under development, and its structure and supporting documentation is still being refined, clearly the National Search and Rescue Operations Concept and the accompanying Standard Operating Procedures proved to be effective tools in supporting the structure and planning of the potential HWF response.

The HWF Project Team are to be commended for embracing the challenges of standing up a potential activation as many are new to the project and disaster response planning and delivery. The leadership shown by the SARVAC BoD / Executive, Executive Director and HWF Program Director was exemplary.

Most noteworthy was the “can do” attitude displayed by the many GSAR Volunteers who answered the call for assistance and remained in a standby posture to respond for 4 days. A heart-felt thank you is offered to all GSAR Volunteers across Canada for their continued support of SARVAC and the HWF program.

While circumstances beyond the control of SARVAC and the HWF Project stalled the deployment of SARVAC HWF Responders, this event proved to be a valuable learning exercise for the project and has identified area for improvement in the refining of the NSOC and supporting documentation and processes.

Clearly the negotiation of Overarching Service Agreements with Public Safety Canada and the Provinces and Territories as well as securing Long Term Disability insurance coverage for HWF Responders while on deployment are of the highest priorities. While these are obstacles that must be overcome, they are not insurmountable and the collective desires of PSC, SARVAC and the Provinces and Territories to protect Canada and Canadians in their time of need will no doubt serve to efficiently resolve these concerns to better align all first responders and resources for the efficient provision of disaster relief across Canada.

8. APPENDICIES:

A. Service Agreement Liability Clauses (SARVAC Draft / Province of NS Amended):

SARVAC:

8. INDEMNITY

8.1 Each Party (“Indemnitor”) shall, by virtue of signing this agreement, indemnify and save harmless the other Party (the “Indemnatee”), its employees, volunteers, subcontractors, and agents from any loss, damage, claim, cost or expense, including legal fees, that the other Party may incur pursuant to any third-party claim, demand, action, charge, complaint, prosecution or other proceeding that may be made against or affect the indemnified Party to the extent arising from:

a) the Indemnifying Party’s breach of this Agreement.

b) or a wrongful or negligent act or omission on the part of the indemnifying Party, or of its employees, volunteers, subcontractors, agents, or others for whom it is in law reasonably responsible, in the performance of this Agreement or the rendering of the Services.

8.2 The indemnified Party shall promptly notify the indemnifying Party of any claim covered by this section.

a) shall allow the indemnifying Party to conduct and control, at the indemnifying Party’s sole cost and expense, the defence of such claims and any related settlement negotiations.

b) shall afford all reasonable assistance to the indemnifying Party (at the indemnifying Party’s sole cost and expense); and

c) shall make no admission prejudicial to the defence of such claims.

Province of Nova Scotia (Amended):

8. INDEMNITY

8.1 SARVAC shall indemnify and hold harmless the AHJ, its Ministers, employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of an Event of Default, or any act, omission or negligence of SARVAC, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, SARVAC shall not be liable for any indirect or consequential damages sustained by the AHJ unless such damages result from the negligence or wilful default of SARVAC, its servants, agents or subcontractors.

8.2 The AHJ shall not be liable for any damages or injury (including death) to any person or to any property of SARVAC as a result of or arising out of this Agreement or the provision of the Services by SARVAC under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of the AHJ. In no event shall the AHJ be liable for any indirect or consequential damages that are sustained by SARVAC, howsoever caused, as a result of or arising out of this Agreement or the provision by SARVAC of any Services hereunder.