

**DISTRICT OF PORT HARDY COUNCIL  
AGENDA *ADDENDUM*  
FOR THE REGULAR COUNCIL MEETING  
TUESDAY JANUARY 24, 2012  
7:00 PM - Council Chambers**

**ADDENDUM**

**C. CORRESPONDENCE**

1. Al Huddleston, Chair, Regional District of Mt. Waddington (Dec.15/11) re:  
Emergency Management Agreement Renewal.

Motion/direction

1.

2.

JAN 23 2012



# Regional District of Mount Waddington

PO Box 729 2044 McNeill Road, Port McNeill, BC V0N 2P0

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*Agenda*

File No.: Agreements

December 15, 2011

Mayor Bev Parnham  
District of Port Hardy  
Box 68  
Port Hardy, BC V0N 2P0

Dear Mayor Parnham:

**RE: EMERGENCY MANAGEMENT AGREEMENT RENEWAL**

In 2006, the attached Emergency Management Agreement was signed by five Municipalities and eight First Nations Bands committing to mutual aid for North Island communities in the event of an emergency.

Five years has passed and the current agreement expires on December 31, 2011. We would like to renew the agreement for a further five years from January 1, 2012 to December 31, 2016. Would you please bring forward the agreement for review at your next council meeting and if acceptable please sign only the signature page and return to the Regional District of Mount Waddington office.

If there are any updates which should be made please advise Greg Fletcher, Administrator.

Yours truly,

for/ Al Huddleston  
Chair

AH/lp

enclosure

INCORPORATED JUNE 13, 1966

MUNICIPALITIES: ALERT BAY, PORT ALICE, PORT HARDY, PORT MCNEILL

ELECTORAL AREAS: "A" (SOINTULA); "B" (HOLBERG, WINTER HARBOUR); "C" (QUATSINO, COAL HARBOUR, HYDE CREEK); "D" (WOSS, TELEGRAPH COVE)

**EMERGENCY MANAGEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012

BETWEEN: Regional District of Mount Waddington  
2044 McNeill Road,  
Port McNeill BC, V0N 2R0

AND: District of Port Hardy  
7360 Columbia Street  
Port Hardy BC, V0N 2P0

AND: Town of Port McNeill  
1775 Grenville Place  
Port McNeill BC, V0N 2R0

AND: Village of Port Alice  
1061 Marine Drive  
Port Alice BC, V0N 2N0

AND: Village of Alert Bay  
23 Maple Street  
Alert Bay BC, V0N 1A0

AND: Kwakiutl Band  
99 Tsakis Way  
Port Hardy, BC V0N 2P0

AND Quatsino Band  
305 Quattishe Road  
Coal Harbour, BC V0N 1K0

AND Gwawaenuk Tribe  
Box 344  
Port McNeill, BC V0N 2R0

AND 'Namgis First Nation  
49 Atli  
Alert Bay, BC V0N 1A0

AND Gwa'sala-'Nakwaxda'xw First Nation  
Box 998  
Port Hardy, BC V0N 2P0

REGIONAL DISTRICT OF MOUNT WADDINGTON  
EMERGENCY MANAGEMENT AGREEMENT

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AND Musgamagw – Dzawada’enuxw Tribal Council  
Box 90  
Alert Bay, BC V0N 1A0

AND Kwikwasut’inuxw / Haxwa’mis  
Box 10  
Alert Bay, BC V9W 2C3

AND Whe-La La U Area Council  
Box 150  
Alert Bay, BC V0N 1A0

NOW THIS AGREEMENT WITNESSETH:

*WHEREAS, it is desirable that the resources and facilities of the parties, their various departments and agencies, be made mutually available to prevent and combat the effects of emergencies and disasters and,*

*WHEREAS, RDMW Emergency Management Service Bylaw No. 705, 2005, enacted under the Local Government Act, provides the ability to enter into mutual aid agreements with member municipalities and First Nations for the purpose of emergency management;*

*WHEREAS, Pursuant to Section 176 (1) (b), enacted under the Local Government Act, a local authority may enter into a Mutual Aid Agreement with one or more local authorities for emergency resources of all types and subsequent cost recovery.*

*WHEREAS, it is necessary and desirable that an Emergency Management Agreement be executed for the interchange of such mutually beneficial assistance, and for the potential of complete integration of emergency services during an emergency or disaster.*

*NOW THEREFORE, it is hereby agreed by and between each and all of the parties hereto as follows:*

**1. Interpretation**

In this Agreement:

“Disaster” means a calamity that

- (a) is caused by accident, fire, explosion, technical failure or by the forces of nature, and,
- (b) has resulted in serious harm to the health, safety and welfare of people or in widespread damage to property;

“Emergency” means a present or imminent event that

- (a) is caused by accident, fire, explosion or technical failure or by the forces of nature and,
- (b) requires prompt coordination of action or special regulation of persons or property to protect the health, safety, or welfare of people or to limit damage to property.

“EOC” means Emergency Operations Centre. A pre-designated facility established by local authority, jurisdiction or agency to coordinate the overall response and support to an emergency.

“Emergency Program” means to plan, organize, establish and operate salvage, precautionary, and safety measures, controls, facilities and services of all kinds vital and necessary for the public welfare for meeting, preventing, reducing and overcoming the effects of civil disaster in and for all of the Municipalities and Electoral Areas in the Regional District.

“Local Authority” means

- (a) for a municipality, the Municipal Council;
- (b) for an electoral area in a Regional District, the board of the Regional District, if the Regional District has been granted the powers of a municipality under Section 800 (2) (a) of the Local Government Act.

“Providing Party” means a party receiving a request for assistance under this Agreement.

“Requesting Party” means a party requesting assistance under this Agreement.

“Resources” means persons, equipment, supplies or other property of the Providing Party which has been designated to be made available to a Requesting Party under this Agreement.

“Senior Elected Representative” means the Chair of the Regional District of Mount Waddington or in their absence the Vice-Chair, the Mayors of the District of Port Hardy, the Town of Port McNeill, the Village of Alert Bay and the Village of Port Alice, or in their absence the Deputy Mayor; and the Chiefs of participating First Nations.

## 2. Services

- (a) The parties agree to provide assistance in the case of disaster or emergency in accordance with this Agreement.
- (b) Each party to this Agreement shall provide for the effective mobilization and utilization of its resources to respond to **Level 3 or higher emergencies** and or disasters. The attached EOC Operational Procedures outline where and under

REGIONAL DISTRICT OF MOUNT WADDINGTON  
EMERGENCY MANAGEMENT AGREEMENT

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- what circumstances Emergency Coordination Centers will be located within the boundaries of the RDMW, including the municipalities of the District of Port Hardy, the Town of Port McNeill, the Village of Port Alice and the Village of Alert Bay, and participating First Nations and the command structure that will be implemented to operate the centers.
- (c) Each of the parties to this Agreement are committed to ensuring that the use of personnel, equipment and supplies, and other emergency response resources and capabilities are directed toward achieving a common goal; to maximize the efficiency of coordinated planning and response to, and recovery from major emergencies and disasters within the boundaries of the Regional District of Mount Waddington.
  - (d) Where a party determines that a disaster or emergency exists to which the party is unable to adequately respond, it may request the assistance from one or more of the parties to this Agreement and subject to paragraphs 2 (f) and (g) the party or parties receiving the request for assistance shall provide the assistance subject to the conditions set out in this agreement.
  - (e) Requests for assistance shall be made by the Senior Elected Representative of the Requesting party and shall be made to the Senior Elected Representative of the Providing Party in accordance with Schedule "A".
  - (f) If a party requested to provide assistance under paragraph 2 (d) is unable to do so because of an emergency or disaster within its own jurisdiction or because it has already deployed its resources to provide assistance to another requesting party, then the Requesting Party shall be advised as soon as possible.
  - (g) All parties understand that these resources may be deployed outside their own jurisdiction. The Providing Party shall have the primary interest of protecting the welfare of their own jurisdiction and does not assume any responsibility or liabilities by not providing provisions as laid out in the Agreement.
  - (h) The extent of the assistance provided by a Providing Party will be at the discretion of the Providing Party having regard for its own need for its own resources. The Providing Party shall at all times be able to deploy or re-deploy its own resources for the purpose of protecting its residents and property within its jurisdiction from the effects of a disaster or emergency.
  - (i) The parties acknowledge that this Agreement is not intended to replace any Mutual Aid Agreement in force between any of the parties or to prevent any party from negotiating a new Mutual Aid Agreement or from renewing or amending an existing Mutual Aid Agreement.
  - (j) The Providing Party retains the right to recall equipment back into their own jurisdiction should the need to combat an emergency or disasters arise.

(k) It is hereby understood that the Emergency Management Agreement entered into hereunder shall not supplant pre-existing Mutual Aid Agreements nor deny the right of any party hereto to negotiate supplemental Mutual Aid Agreements.

(l) Assistance extended pursuant to this Agreement shall be provided in accordance with current governing legislation, the British Columbia Emergency Program Act (1996) and the British Columbia Emergency Response Management Standard (BCERMS).

3. **Term**

The Agreement will be in effect during the period (hereinafter called the “Term”) commencing on January 1, 2012 and ending on December 31, 2016.

4. **Cost Sharing of Resources**

Schedule “B” – “Cost Sharing of Resources” sets out Compensation and Payment provisions or what and to whom payments are to be made.

5. **Claims**

Claims for compensation by owners of real or personal property for damage or injury suffered in a disaster should be processed either individually or jointly through existing “Compensation and Disaster Financial Assistance Regulation” of the Emergency Program Act.

The Provincial Emergency Program “Eligible Expenditures List and Supporting Documentation Requirements for Local Government Response/Recovery Costs” will also be used as a guideline.

6. **Independent Jurisdiction**

(a) Any and all agents, servants or employees of each of the parties or other persons, while engaged in the performance of any work or services required to be performed by the parties under this Agreement shall not be considered employees of any other party and a party shall not be responsible for any act or omission of any person other than one of their own agents, servants, or employees except as provided in this Agreement.

(b) Each party to this Agreement will retain decision making authority within their own jurisdiction. All parties will ensure that decisions involving multiple jurisdictions are made in consultation with the authorities involved.

- (c) Each party to this Agreement is responsible for declaring its own “State of Local Emergency” as per the Emergency Program Act, should it be deemed necessary. The other parties are to be notified as soon as possible should this occur.

**7. Indemnity**

Where a Providing Party provides resources to a Requesting party pursuant to this Agreement, the requesting party shall indemnify and save harmless the Providing Party from any and all claims, causes of action, suits and demands whatsoever arising out of the assistance rendered by the providing party, its servants, employees or agents, the failure to respond to a request for assistance pursuant to this Agreement, the failure to render adequate assistance, or any other reason.

**8. Insurance**

All parties to this Agreement agree to maintain insurance and liability coverage, subject to the terms and conditions of its insurance policy as provided by the insurer of the party on any and all chattels and equipment owned by the party and utilized to meet the provisions of this Agreement.

**9. Waivers**

The failure at any time of any party to enforce any of the provisions of this Agreement or to require at any time performance by the other parties of any such provision shall not constitute or be construed to constitute a waiver of such provisions, nor in any way to affect the validity of this Agreement or any parts thereof, or the right of any party thereafter to enforce each and every provision of this Agreement.

**10. Modification**

No Waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of all parties.

**11. Termination**

Notwithstanding any other provisions of this Agreement:

- (a) If any party fails to comply with any provisions of this Agreement, then, and in addition to any other remedy or remedies available a party may, at its option, terminate this Agreement by giving notice of its termination to all other parties.
- (b) Any party may terminate this Agreement at any time upon giving the other parties thirty (30) days notice of such termination.



If either such option is exercised by a party (“the terminating party”), the terminating party will be under no further obligation to the other parties except to pay the parties such amount as the parties may be entitled to receive for services properly performed and provided to the date notice is given to the parties less any amounts necessary to compensate the terminating party for damages or costs incurred by the terminating party arising from another party’s default.

**12. Communication**

- (a) Each party will appoint an Information Officer who will be responsible for providing information to the public regarding the situation arising from a disaster or emergency.
- (b) In the course of an emergency or disaster, the parties may delegate authority to provide information or communication regarding an emergency or disaster to a single Public Information Officer who may then represent one or more party.
- (c) Chair, Mayors, Council and/or Board members will be kept informed by the EOC Director on a regular basis. They will be consulted regarding policy related issues as required.
- (d) All communications will be directed through the EOC Director to the Incident Commander(s) at the Site Level, the Policy Group, other EOC’s ( if activated), and the Provincial Regional Level. All communications to the Provincial Level will be directed through the Provincial Regional Level.
- (e) All parties to the Agreement will meet at least annually to discuss, review and test the effectiveness of the Agreement by participating in an annual exercise.

**13. Dispute Resolution**


Any and all claims arising in and out of the implementation of this Agreement will not be brought forward until the response to the emergency is over.

All parties to the Agreement will mutually resolve any issue(s) arising out of the implementation of this Agreement. An external arbitrator may be brought in to assist in the resolution of any outstanding issues, if required. The appointment is mutually agreed upon and cost is jointly shared.

REGIONAL DISTRICT OF MOUNT WADDINGTON  
EMERGENCY MANAGEMENT AGREEMENT

*IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows*

The Corporate Seal of the  
Regional District of Mount Waddington



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The Corporate Seal of  
The District of Port Hardy

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The Corporate Seal of  
The Town of Port McNeill

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The Corporate Seal of  
The Village of Port Alice

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The Corporate Seal of  
The Village of Alert Bay

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The Corporate Seal of  
The Kwakiutl Band

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The Corporate Seal of  
Quatsino Band

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The Corporate Seal of  
Gwawaenuk Tribe

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REGIONAL DISTRICT OF MOUNT WADDINGTON  
EMERGENCY MANAGEMENT AGREEMENT

The Corporate Seal of  
'Namgis First Nation

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The Corporate Seal of  
Tswataineuk Band Council

The Corporate Seal of  
Kwicksutaineuk/Ah-Kwaw-Ah-Mish Nations

The Corporate Seal of  
Gwa'Sala-Nakwaxda'xw Nation

The Corporate Seal of  
Whe-La-La U Area Council

**SCHEDULE “A”**

**EMERGENCY COORDINATION CENTERS (EOC)  
OPERATIONAL PROCEDURES**

The parties mutually agree to the following EOC Operational Procedures as outlined below.

The main purpose for establishing a Regional EOC is to standardize EOC operational procedures between the participating jurisdictions, and to become more cost effective and efficient by sharing resources.

The Regional EOC concept can be utilized when one or more of the participating jurisdictions are affected by an emergency or disaster. The primary site for the Regional EOC will be determined according to the location, type and scale of the emergency or disaster.

**BCERMS and the Use of Incident Command System (ICS)**

The British Columbia Emergency Management Response System (BCERMS) is the comprehensive management standard to be used by all emergency management personnel involved in this agreement. BCERMS has been developed to ensure a coordinated and organized response to all emergency incidents. The four operational levels of BCERMS are: Site Level, Site Support (normally through an Emergency Coordination Center - EOC), Provincial Regional Coordination Center (PREOC), and Provincial Central Coordination Level (PEOC).

The Incident Command System (ICS) is the emergency management system to be used by all parties to this Agreement. ICS is a modular management system that expands or contracts as the incident escalates or de-escalates.

**Establishing a Unified Command**

Unified Command is an aspect of ICS. Unified Command may be established when there is more than one agency involved, thereby necessitating the development of a common set of response strategies, objectives and tactical decisions without losing or abdicating agency authority, responsibility or accountability. Under Unified Command there would be one Incident Commander (IC) from each of the agencies involved, and one single spokesperson speaking on behalf of the incident team (selected by IC's consensus).

## **Command Post**

A command post is the location at the scene of an emergency where the incident Commanders(s) and Incident Management Team are located for the purpose of incident coordination and communications. This may be a facility or a command vehicle. There would be one Command Post per Incident Site.

## **Definitions**

### **Levels of Operational Response**

Level 1 – Site Response (Readiness and Routine) – All ongoing routine response activities by Emergency Services Personnel (Police, Fire, Ambulance) on a daily basis.

Level 2 – Zone EOC Response. (Local Emergency) – A situation confined to one location/jurisdiction that does not affect zone wide services, population or traffic.

Level 3 – Regional EOC Response- (Regional Emergency) – A situation affecting multiple jurisdiction services, populations and geographic areas.

Level 4 – PEOC Response, Regional EOC – (Major Disaster) - A region wide disaster that involves widespread damage in addition to disruption of services. A “Provincial Regional Operations Centre” will be activated and the Attorney General may declare a “State of Emergency”.

Level 5 – PEOC Response – (Major Disaster) – A region-wide disaster that involves widespread damage in addition to disruption of services, requiring additional support and resources from the Federal Government and/or other Provinces. A “Provincial Operations Centre” will be activated and the Attorney General may declare a “State of Emergency”

### **Zone Definitions**

RDMW Zone 1 – Centered on the District of Port Hardy. Boundaries are similar to the established boundaries of policing jurisdiction for the Port Hardy Detachment of the RCMP. \* Note – the settlement of Quatsino is included in this Zone. Electoral Areas affected are Area B, and portions of Area A and Area C.

RDMW Zone 2 – Centered on the Village of Port Alice. Boundaries are similar to the established boundaries of policing jurisdiction for the Port Alice Detachment of the RCMP. \* Note – the settlement of Quatsino is not included in this Zone. Affected Electoral Area is portions of Area C.

RDMW Zone 3 – Centered on the Town of Port McNeill. Boundaries are similar to the established boundaries of policing jurisdiction of the Port McNeill Detachment of the RCMP. Affected Electoral Areas are Area D, the Malcolm Island portion of Area A and portions of Area C.

RDMW Zone 4 – Centered on the Village of Alert Bay. Boundaries are similar to the established boundaries of policing jurisdiction for the Alert Bay Detachment of the RCMP. A portion of Electoral Area “A” is included in this zone.

### **EOC Director – Municipal or Regional**

The designated EOC Director will be from the area most affected by the emergency or disaster, unless otherwise specified, or mutually agreed upon by all parties to this Agreement affected by the situation.

### **EOC Locations**

#### **Site Level ( Level 1 Emergency)**

An EOC would not normally be established at this level.

#### **Zone EOC's (Level 2 Emergency)**

- (a) Zone 1 – Port Hardy – A localized Zone 1 emergency. The existing facilities at the Port Hardy Municipal Office, 7630 Columbia Street would be utilized to establish a Zone 1 EOC should the need arise. The request to set up, or move to an alternate site would come from the EOC Director. The EOC Director assumes command of the EOC.
- (b) Zone 2 – Port Alice - A localized Zone 2 emergency. The existing facilities at the Community Centre on Marine Drive would be utilized to establish a Zone 2 EOC should the need arise. The request to set up or move to an alternate site would come from the EOC Director. The EOC Director assumes command of the site.
- (c) Zone 3 – Port McNeill – A localized Zone 3 emergency. The existing facilities at the Municipal Office, 1775 Grenville Place would be utilized to establish a Zone 3 EOC should the need arise. The request to set up or move to an alternate site would come from the EOC Director. The EOC Director assumes command of the site.
- (d) Zone 4 – Alert Bay – A localized Zone 4 emergency. The existing facilities at the Village Office at 15 Maple Road would be utilized to establish a Zone 4 EOC. The request to set up or move to an alternate site would come from the EOC Director. The EOC Director assumes command of the site.

**Regional EOC (Level 3 Emergency)**

A Regional EOC will be activated under the following Level 3 Emergency Conditions:

A Regional Emergency, involving one or more Zones, Electoral Areas, or Municipalities.

The EOC Director would decide which location(s) would be most appropriate to set up the EOC: In Port Hardy at the Port Hardy Municipal Office located at 7630 Columbia Street, or the Town of Port McNeill Municipal Office located at 1775 Grenville Place, Port McNeill. The EOC would be jointly and cooperatively set up and the EOC Director would assume command of the EOC.

**Provincial Regional Coordination (Level 4)**

Provincial Regional Emergency Operations Centre (PREOC) would be designated by the Provincial Emergency Program officials immediately prior to activation and the location and contact numbers provided to all other levels of the organization. The PREOC will be located in the City of Victoria unless otherwise determined.

The PREOC would be activated by PEP at the request of the Regional EOC Director. This level will provide support to the existing Regional EOC.

**Provincial Coordination Level (Level 5 Emergency)**

The Provincial Emergency Coordination Centre (PEOC) would be designated immediately prior to activation and the location and contact numbers provided to all other levels of operation. PEOC will be located in the City of Victoria unless otherwise determined.

## SCHEDULE B

### COST SHARING OF RESOURCES

The parties agree to the following Cost Sharing Principles as outlined below:

1. The Providing Party shall be responsible for any costs incurred in connection with the gathering, movement and deployment of resources to the Requesting Party.
2. A Requesting Party shall pay to the Providing Party:
  - (a) Salaries, wages and other employment expenses of employees or members of volunteer emergency programs, if such volunteers are entitled to compensation under their arrangements with the Providing Party for the time spent by such persons combating the emergency or disaster in the jurisdiction of the Requesting Party.
  - (b) Market value of resources consumed or otherwise not returnable to the Providing Party.
3. Following the cessation of the emergency or disaster, the Providing Party shall submit a bill to the Requesting party for payment pursuant to Paragraph 2 and the Requesting Party shall make payment within thirty (30) days of receipt.
4. The Requesting Party shall:
  - (a) Be responsible for the operating costs of resources provided; and,
  - (b) Be responsible for repair costs for resources in its possession, in order to return resources to the Providing Party in the state of repair that they enjoyed when they were borrowed.
5. The Requesting Party will assume direction and control over resources provided under this Agreement as soon as the resources arrive in the Requesting Jurisdiction.
6. Resources provided to a Requesting Party shall be returned in the same working condition as when it was accepted as soon as it is no longer needed to combat the emergency or disaster; resources shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance.
7. Each Party hereto shall within three months of the date of this Agreement compile a list of major equipment resources and distribute a copy of the list to each other party. Each party shall revise the list by not later than the first anniversary of this Agreement and every year thereafter for the duration of the Agreement. Each party shall distribute a copy of each revised list to each other party