

# ALBERNI VALLEY/BAMFIELD SERVICES COMMITTEE MEETING WEDNESDAY, SEPTEMBER 16, 2015, 1:30 PM

Regional District Board Room, 3008 Fifth Avenue, Port Alberni, BC

# AGENDA

### 1. CALL TO ORDER

### Recognition of Traditional Territories.

### 2. <u>APPROVAL OF AGENDA</u>

(motion to approve, including late items requires 2/3 majority vote)

#### 3. <u>PETITIONS, DELEGATIONS & PRESENTATIONS (10 minute maximum)</u>

a. Mr. Rick Geddes, Deputy Fire Chief, Sproat Lake Fire Department 3 regarding a request for Financial Aid – 2016 Fire Training Conference in Port Alberni.

#### 4. ADOPTION OF MINUTES

a. Alberni Valley & Bamfield Services Committee Meeting – July 21, 4-7 2015.

THAT the minutes of the Alberni Valley and Bamfield Services Committee meeting held on July 21, 2015 be adopted.

#### 5. <u>CORRESPONDENCE FOR ACTION</u>

| a.   | CANADIAN RED CROSS<br>Proposal For Emergency Social Services in the Alberni Valley | 8-32  |
|------|------------------------------------------------------------------------------------|-------|
| (Con | nmittee Direction Requested)                                                       |       |
| b.   | DRAG STRIP OR MOTORSPORT ACTIVITY AT THE ALBERNI VALLEY<br>AIRPORT                 |       |
|      | Craig and Christine Sampson                                                        | 33-34 |
|      | Residents Living on Central Lake Road                                              | 35-36 |

• George Bradd 37-38

(Committee Direction Requested)

#### 6. <u>REQUEST FOR DECISIONS & BYLAWS</u>

# 7. <u>REPORTS</u>

# a. Update on Invitation by the Board to meet with the Ministry of Forest, Lands and Natural Resource Operations regarding the Process for Removal of Woodlot Lands. – Verbal Report (R. Dyson)

THAT the Alberni Valley Committee and Bamfield Services Committee receives this report.

# 8. UNFINISHED BUSINESS

# 9. IN CAMERA

Motion to close the meeting to discuss matters relating to

 Negotiations and related discussions respecting the proposed provision of a Regional District service that are at their preliminary stages, disclosure of which the Board considers could reasonably be expected to harm the interests of the Regional District if they were held in public.

### 10. <u>RECOMMENDATIONS FROM IN-CAMERA</u>

11. <u>ADJOURN</u>



BC Fire Training Officers Association 2016 Annual Conference Committee 5303 Russell St. Port Alberni, BC V9Y 8E4 (250) 735-4085 deputychief@sproatlakefire.ca

August 18, 2015

Board of Directors Alberni Clayoquot Regional District 3008 Fifth Avenue Port Alberni BC V9Y 2E3

Directors,

#### Re: Request for Financial Aid – 2016 Fire Training Conference

From May 14<sup>th</sup> to the 19<sup>th</sup> 2016, the fire departments of the Alberni Valley will host the BC Fire Training Officers' Association annual training conference. This annual training conference moves to different communities within the province each year. It was last hosted in the Alberni Valley in 2000.

The Alberni Valley 2016 training conference will involve an estimated 200 attendees staying and training in the Alberni Valley for one week. Numerous training programs will be run concurrently. This represents a unique opportunity for firefighters in the Alberni Valley and other ACRD communities to access affordable, high quality firefighting training close to home.

The training conference host committee, made up of representation from the four Alberni Valley fire departments, requests that the ACRD support the 2016 training conference by providing \$10,000 in financial assistance that would be used to directly offset the costs of providing firefighting training in the Alberni Valley.

Please feel free to contact me if you require further information regarding this financial aid request.

Sincerely,

Rick Geddes Committee Chair



# MINUTES OF THE ALBERNI VALLEY/BAMFIELD SERVICES COMMITTEE MEETING HELD ON TUESDAY, JULY 21, 2015, 1:30 PM

Regional District Board Room, 3008 Fifth Avenue, Port Alberni, BC

- DIRECTORSJohn McNabb, Chair, Electoral Area "E" (Beaver Creek)PRESENT:Keith Wyton, Director, Electoral Area "A" (Bamfield)<br/>Mike Kokura, Director, Electoral Area "B" (Beaufort)<br/>Penny Cote, Director, Electoral Area "D" (Sproat Lake)<br/>Lucas Banton, Director, Electoral Area "F" (Cherry Creek)<br/>Mike Ruttan, Mayor, City of Port Alberni<br/>Jack McLeman, Councillor, City of Port Alberni<br/>Wilfred Cootes, Councillor, Uchucklesaht Tribe Government
- **REGRETS:** John Jack, Councillor, Huu-ay-aht First Nation
- **STAFF PRESENT:** Russell Dyson, Chief Administrative Officer Mike Irg, Manager of Planning and Development Andrew McGifford, Acting Manager of Finance Mark Fortune, Airport Superintendent Shelli Lyle, Administrative Assistant

# 1. <u>CALL TO ORDER</u>

The CAO called the meeting to order at 1:34 pm.

The CAO recognized the meeting this afternoon is being held in the Tseshaht First Nation and the Hupacasath First Nation Traditional Territories.

# 2. ELECTION OF CHAIRPERSON FOR 2015

The CAO conducted elections for Chairperson of the Alberni Valley/Bamfield Services Committee for 2015.

The CAO requested nominations for the position of Chairperson Alberni Valley/Bamfield Services Committee for the first time.

Director McLeman nominated Director McNabb for the position of Chairperson for the Alberni Valley/Bamfield Services Committee for 2015. Director McNabb accepted the nomination.

The CAO requested nominations for the position of Chairperson Alberni Valley/Bamfield Services Committee for the second time.

The CAO requested nominations for the position of Chairperson Alberni Valley/Bamfield Services Committee for the third and final time. There were no further nominations.

The CAO declared Director McNabb Chairperson of the Alberni Valley/Bamfield Services Committee for 2015.

# 3. <u>APPROVAL OF AGENDA</u>

MOVED: Director Cootes SECONDED: Director Ruttan

THAT the agenda be approved as circulated with the addition of late items as outlined for consideration.

- Ministry of Justice news Release - First ever provincially led earthquake exercise set for 2016.

CARRIED

# 4. ADOPTION OF MINUTES

a. Alberni Valley Committee Meeting – May 5, 2015.

| MOVED:    | Director Kokura |
|-----------|-----------------|
| SECONDED: | Director Banton |

THAT the minutes of the Alberni Valley Committee Meeting held on May 5, 2015 be adopted.

CARRIED

# 5. <u>REPORTS</u>

# a. Update – Wildfire Dog Mountain & Emergency Operations Centre – R. Dyson (Verbal)

The status of the evacuation order has changed for the cabins on Dog Mountain. The new order took effect Monday, July 20<sup>th</sup> at midnight. A map and explanation has been provided to each owner. The change in status is based on there being no immediate wildfire threat but slope stability issues being moderate to high for lands above some cabins. Six cabins on the east of the peninsula will no longer be subject to evacuation but the majority of cabins will continue to be subject to an order. The basis of this new order is from a preliminary assessment completed by BC Forest Service. More detailed assessments will be conducted the week of July 20<sup>th</sup> to see what was fire caused; this report may not be submitted to us prior to the expiration of the declaration of State of Local Emergency Order which may need an extension.

The fire is 100% contained, is still active and it is expected that there will be open flame and smoke within the perimeter of this fire as it continues to consume forest fuels. The sprinklers are still up and being maintained, and the fire is being patrolled as needed.

MOVED: Director Cote SECONDED: Director Ruttan

THAT the AV / Bamfield Services Committee acknowledge the current local state of emergency and send a letter asking the province to put up warning signs referring to the dangers of camping in the area, slides and debris in the water.

### CARRIED

### b. Ministry of Justice – Provincially led earthquake exercise

The Ministry of Justice released an announcement that a provincially lead emergency preparedness exercise will be held in Port Alberni June 7-10, 2016. This \$1 million investment will support this full-scale earthquake response exercise that will test elements of the new B.C. Earthquake Immediate Response Plan.

MOVED: Director Kokura SECONDED: Director Banton

THAT the verbal reports be received.

#### CARRIED

# 6. <u>IN-CAMERA</u>

MOVED: Director Cote SECONDED: Director Banton

THAT this meeting be closed to the public to discuss matters relating to:

- *i.* Purchase or sale of land or improvements, disclosure of which the Board considers could be harmful to the Regional District's interests;
- *ii.* Negotiations and related discussions respecting the proposed provision of a Regional District service that are at their preliminary stages, disclosure of which the Board considers could reasonably be expected to harm the interest of the Regional District if they were held in public.

CARRIED

The meeting was closed to the public at 2:00 pm.

The meeting was re-opened to the public at 2:40 pm.

# 7. <u>ADJOURN</u>

MOVED:Director BantonSECONDED:Director Kokura

THAT this meeting be adjourned at 2:40 pm.

CARRIED

Certified Correct:

John McNabb, Chairperson Russell Dyson, Chief Administrative Officer

| From:        | Wendy Thomson                                     |  |
|--------------|---------------------------------------------------|--|
| To:          | Tracy Bond                                        |  |
| Subject:     | FW: Red Cross and ESS                             |  |
| Date:        | Thursday, September 10, 2015 4:22:57 PM           |  |
| Attachments: | nents: FAQ for Municipalities.docx                |  |
|              | Red Cross Proposal for partnership Two-Pager.docx |  |
|              | CRC Agreement Template.docx                       |  |

Please include in Action on the AV Bamfield agenda. W

From: Elysia Dempsey [mailto:elysia.dempsey@redcross.ca]
Sent: Thursday, September 10, 2015 2:12 PM
To: Russell Dyson
Cc: Wendy Thomson; Dan Holder
Subject: RE: Red Cross and ESS

Hi all,

It was great to meet with you earlier this week.

Attached are the key messages including the breakdown and fee for service. I believe ACRD falls into the second price point of \$10,000, this would build a team of 8-12 volunteers. This includes the use of all CRC systems and resources to develop, manage and engage a response team 24/7.

As well, the template for an agreement is also attached. This is able to be modified to meet the needs of ACRD and is just a general template that we start with. We have an internal legal team that would be happy to make any modifications desired so you do not need to incur any extra legal fees for any modifications. Of course you would want to ensure your legal dept/rep is happy with the document/agreement parameters.

As also discussed at the meeting, we could very much welcome the opportunity to develop this capacity and be able to showcase this exciting partnership during the Provincial Exercise Coastal Response in June 2016.

Please do let me know if you want to chat further about any of these documents.

Best, Elysia

8

#### **Elysia Dempsey**, **MA** A/Manager, BC/Yukon Disaster Management

Canadian Red Cross Western Zone 3400 Lake City Way | Burnaby | BC | | V5A 4Y2 elysia.dempsey@redcross.ca T 250 995-3519 | F 250 382-3420 | C 250 812-8239 www.redcross.ca



From: Russell Dyson [mailto:rdyson@acrd.bc.ca] Sent: Sep-10-15 11:52 AM To: Elysia Dempsey Cc: Wendy Thomson; Dan Holder Subject: Red Cross and ESS

Hi Elysia, thanks for you and Kimberley meeting with us this week. Did you get a chance to confirm a \$\$ number and can you send the info digitally?

Russell Dyson Chief Administrative Officer Alberni Clayoquot Regional District office: (250) 720-2705 cell: (250) 720-7051

This email is confidential and may be privileged. Any use of this email by an unintended recipient is prohibited. If you receive this email in error please notify me immediately and delete it.



# **QUESTIONS AND ANSWERS**

# Why partner with the Canadian Red Cross to provide Municipal ESS L1 & L2 service?

# 1. Why partner with the Red Cross?

 An agreement with the Canadian Red Cross provides broad emergency social services assistance to people impacted by fires, landslides, floods or other emergencies. Though the agreement stipulates coverage of up to 25 people (L2), it should be considered that that same team will be available to assist in the case of larger local responses. Red Cross will work alongside local authorities to respond to impacted local residents as soon as possible after the disaster to ensure they can access necessities such as food, lodging, clothing, emotional support, and family reunification.

# 2. How is this different?

- In most of B.C., many local authorities build and manage volunteer teams internally and independently to provide for immediate Emergency Social Services (ESS) to their communities. They then call the Red Cross if and when they need additional support such as recovery services.
- As a partner and as an expert in emergency services volunteer management, the Red Cross would be working alongside the municipality to build and manage a local team that can provide emergency service assistance to those impacted by disasters from relief through to recovery.

# 3. How will you do that?

- Over first 6 months of the signing date for an agreement, the Red Cross will recruit and train teams of local volunteers.
- Existing volunteers will be engaged while additional volunteers will be recruited through a local campaign coordinated with municipal staff. Our website will also feature local volunteer opportunities and people can also leave a message on our toll-free number at 1-855-995-3529.
- The Red Cross will manage and maintain the local volunteer team, as per the municipal service agreement.

# 4. Is the Red Cross qualified to do this?

- The Red Cross is among the world's leading providers of disaster assistance.
- Red Cross trained volunteers already respond to hundreds of disasters every year in B.C.
- Local volunteers with world class training are the strength of the Red Cross.
- Currently, the Red Cross provides ESS Level 1 and 2 support for: the District of Squamish, the Kootenay Boundary Regional District, the Resort Municipality of

Whistler, and the Village of Pemberton. Please feel free to reach out to our partner local authorities if you have questions.

# 5. How much will this agreement cost the taxpayers?

 Red Cross assistance is provided at no cost to those impacted thanks to the hundreds of volunteers who give their time to train extensively in order to respond. Our services also rely on the generous financial support of individual and corporate donors, as well as fees negotiated with each municipality. The list of fees and the accompanying rationale will be discussed in person, but generally speaking, this is the break down of fees to the local authority to support capacity building:

| Population       | Cost                                         | Team             |
|------------------|----------------------------------------------|------------------|
| 0-5,000          | \$5,000                                      | 4-6 Volunteers   |
| 5,000 – 50,000   | \$10,000                                     | 8-12 Volunteers  |
| 50,000 - 100,000 | \$20,000                                     | 18-22 Volunteers |
| 100,000+         | TBD                                          | TBD              |
|                  | Dependent on density, risks, geography, etc. |                  |



#### YOUR PARTNER IN EMERGENCY SOCIAL SERVICES: THE CANADIAN RED CROSS

Partnering with a disaster response organization such as the Red Cross provides local governments the opportunity to:

- Augment their services and diversify their emergency response resources,
- Focus on activities that only local governments can do,
- Reduce demands on staff, infrastructure and local government systems.

The Red Cross provides local governments with wrap-around services to build community capacity to support individuals affected by disasters, large or small.

#### THE RED CROSS ADVANTAGE

- Help reduce government staff time, reassignment, training and overtime.
- Full use of local volunteers, both existing and new
- Professional volunteer management and world class training standards and certification
- 24 hr on-call, nationally-recognized staff and volunteers
- Scalable support from local, regional, provincial, and national disaster management personnel
- Full integration with existing local, regional, provincial emergency authorities

#### **BC & YUKON ACTIVITIES 2014-15**



700 volunteers



Over 9,000 volunteer hours



Assisted 1,000 individuals



Responded 119 times to communities in need



Delivered preparedness education and training to more than 10,000 people

#### **VOLUNTEERS: YOUR STRENGTH AND OURS**

The strength of a community is its people. Our full-time professional staff will provide <u>local</u> volunteers the training needed to support and assist local governments' response to disasters 24 hours a day. The Red Cross provides a full spectrum of volunteer recruitment, screening, training and support tailored to local government needs. <u>Local knowledge backed by world-class training</u> is the strength of the Red Cross.

#### THE AGREEMENT

An Emergency Social Services (ESS) agreement with the Canadian Red Cross provides broad ESS assistance to people impacted by fires, landslides, floods or other emergencies. The Red Cross would work alongside local authorities to respond to impacted local residents as soon as possible after the disaster to ensure they can access necessities such as food, lodging, clothing, emotional support, and family reunification. Though the agreement stipulates the team would provide ESS support for up to 25 people (L2), the same team would also be available to assist in larger local responses, if needed.

In most of B.C., many local authorities currently build and manage volunteer teams internally and independently to provide immediate Emergency Social Services to their communities. They then call the Red Cross if and when they need additional support such as recovery services. As a partner and as an expert in emergency services volunteer management, the Red Cross would work alongside the local government to build and manage a local team to provide emergency social service assistance to those impacted by disasters from relief through to recovery.

#### CONTACTS

ELYSIA DEMPSEY A/Manager, B.C. & Yukon, Disaster Management 250-995-3519 Elysia.dempsey@redcross.ca

PHYLLIS ARGUE Senior Manager, Strategic Initiatives 250-995-3507 Phyllis.argue@redcross.ca

# **Disaster Response Agreement**

# AGREEMENT FOR DISASTER RELIEF SERVICES

# (The "Agreement")

Dated this 4<sup>th</sup> day of February, 2015

# **BETWEEN:**

**NAME OF LOCAL AUTHORITY,** a municipal government regulated through the BC Local Government Act and BC Community Charter.

(Hereinafter referred to as the "**Entity**")

OF THE FIRST PART;

-And-

**THE CANADIAN RED CROSS SOCIETY,** a not-for-profit corporation and registered Charity incorporated under the laws of Canada having its National Office registered 170 Metcalfe St, Ottawa Ontario K2P 2P2;

(Hereinafter referred to as the "CRCS")

# OF THE SECOND PART.

**WHEREAS** the Entity is responsible for safeguarding and protecting the health, safety and security of its citizens and for coordinating basic needs such as shelter, clothing, medical services, and transportation to citizens who are victims of disaster in accordance with the BC Emergency Program Act.);

**AND WHEREAS** the Entity wishes to put into place procedures and practices to address disasters within the Entity;

**AND WHEREAS** the CRCS is recognized officially as an auxiliary to the public authorities in providing protection and assistance to Disaster-Affected People, and has the resources and mandate to assist in the provision of disaster relief;

**AND WHEREAS** the Entity wishes to enter into an agreement with the CRCS for the provision of disaster relief services in accordance with this Agreement and Schedule "A" (the "**Services**");

**NOW THEREFORE, IN CONSIDERATION** of the premises and of the mutual covenants herein, the Entity and the CRCS (the "**Parties**") or individually (the "**Party**") hereto covenant and agree as follows:



#### 1. Definitions.

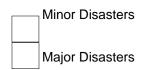
- 1.1 For the purposes of this Agreement, the following terms and phrases shall have the following meanings:
  - a) "Approved" means acceptable to the authority having jurisdiction
  - b) **"Authorized Representatives**" means an individual who has the legal authorization to act on behalf of the Party.
  - c) **"Business Day**" shall mean a day on which the Entity's and the CRCS' offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in British Columbia.
  - d) **"Calendar Days**" shall mean all days in a month, including weekends and holidays.
  - e) **"Disaster**" means an urgent and critical situation, or an impending situation, of a temporary nature caused by an accident, an intentional act, the forces of nature or otherwise that constitutes a danger to the life, health, safety or property of the citizens of the Entity and includes:
    - (i) "Major Disaster" means an event caused by a natural phenomenon, a technological failure or an accident, whether or not resulting from human intervention, that causes serious harm to more than 25 people or substantial damage to more than 10 dwelling units and requires unusual action on the part of the affected community, or a Response to a Minor Disaster that has exceeded 72 hours;
    - (ii) "Minor Disaster" means an exceptional event of a similar nature to a Major Disaster, but which only affects the safety of a maximum of 25 people or 10 dwelling units whichever is greater, with a Response duration of no more than 72 hours;
  - f) **"Disaster Management"** means ongoing efforts by an entity to prevent, mitigate, prepare for, respond to, and recover from, a Disaster.
  - g) "Eligible Expenses" means those expenses incurred in the provision of Services of a type for which the volunteer is entitled to be reimbursed based on the provincial volunteer policy procedures emergency social service rates set out by the Province of British Columbia.
  - h) **"Emergency Response**" or **"Disaster Response**" or **"Response**" means those activities, tasks, programs, and systems designed to address the immediate and short-term effects of the Disaster.
  - i) **"Emergency Shelter**" means a center identified by the Entity for the temporary lodging of affected persons during a Disaster.
  - j) **"Emergency Sites**" means any facility utilized to provide services to Disaster-Affected People, such as an Emergency Shelter and/or Reception Centre.
  - k) "Force Majeure" means a set of circumstances within the context of a response to a Disaster that significantly hinder the ability of the CRCS to deliver services despite reasonable business efforts to fulfill the terms of the Agreement. These situations may include those where the CRCS is unable to access necessary

materials or resources to provide certain or all of the services described in Schedule "B" of this Agreement.

- I) "Geographic Area" means the geographic area covered by the incorporated Entity of NAME OF LOCAL AUTHORITY.
- m) "Notify", "Notified" or "Notification" means a process of informing the CRCS of the existence and circumstances of a Disaster as set out in Schedule "D" of this Agreement.
- n) **"Disaster-Affected People" or "Disaster-Affected Person"** means any person who may be evacuated or required to evacuate from a location on an emergency basis as a preventive measure or as a result of an event that jeopardizes their physical integrity. Individuals required to comply with quarantine measures also qualify as Disaster-Affected People.
- o) **"Preparedness**" means those activities, tasks, programs and systems developed and implemented prior to a Disaster that are used to support the prevention of, mitigation of, response to, and recovery from a Disaster.
- p) **"Reception Centre"** means a center identified by the Entity for the registration of affected persons during a Disaster or identified as an information center.
- q) "Services" or "Disaster Services" means forms of Disaster-related assistance to Disaster-Affected People as specified in Section 2.1 and pursuant to Schedule "A" of this Agreement.
- r) "CRCS Personnel" means staff and volunteers who are affiliated with the Canadian Red Cross Society

#### 2. <u>Services.</u>

2.1 CRCS shall provide the Services to the Geographic Area as set out and subject to the conditions in Schedule "A" for consideration of the fees as set out in Schedule "C" of this Agreement. The Entity will call on the services of the CRCS in the event of:



2.2 The CRCS shall provide the Services set out in Schedule "A" upon receipt of the Entity's Notification of a Disaster pursuant to Section 7 of this Agreement. However, nothing in this Agreement restricts the entitlement of the CRCS to provide additional services at its own expense, in the absence of Notification of a Disaster by the Entity, and to raise funds independently for these additional services. In addition, the CRCS and the Entity may negotiate payment to the CRCS for additional services (outside the Services set out in Schedule "A") at the time of a Disaster or at any time thereafter.

#### 3. <u>Term.</u>

3.1 The Parties agree that the right to request Services under this Agreement shall commence on <DATE> and expire <DATE> (the "**Term**"), unless terminated earlier in accordance with Section 22 (Termination). If the Parties wish to extend this Agreement, such extension shall be made in writing and agreed to by both Parties.

#### 4. <u>Contribution.</u>

- 4.1 Preparedness Services In order that the CRCS may discharge its responsibilities under this Agreement, the Entity agrees to make a lump sum contribution to the CRCS in the amount of <\$AMOUNT> CDN. The contribution shall be paid within thirty (30) Calendar Days of the date on which the Agreement is signed and thereafter on the anniversary date of the date on which the Agreement comes into force, for the duration of the Agreement.
- 4.2 In addition to the annual contribution described above, the Public Safety Lifeline Volunteer Volunteers (PSLV) will recoup expenses incurred in the provision of direct aid through the delivery of emergency social services assistance based on rates set by the Province of BC.

#### 5. <u>Notification of a Disaster.</u>

In the event of a Disaster or impending disaster where CRCS assistance is sought, or is reasonably expected to be sought within a short period, the Entity shall immediately contact the CRCS for the provision of the Services in accordance with the protocol stipulated in Schedule "D": Notification Protocol.

#### 6. <u>CRCS Personnel.</u>

- 6.1 When carrying out Services under this Agreement, the CRCS shall provide the coordination of necessary personnel for the delivery of the Services, with the understanding that the workforce is comprised principally of volunteers, and the recognition that availability may be reduced in exceptional circumstances despite the reasonable efforts of the CRCS. All efforts to provide the service will be made and the Entity will be notified. All volunteer personnel will be registered as PSLV and are expected to follow the Provincial standards for ESS policies and training requirements. Expenses relating to volunteers will be in accordance with PSLV policies and based on prior approvals if necessary
- 6.2 The CRCS shall ensure that all of its personnel and equipment at a site where Services are being provided are clearly identified with the CRCS and Emergency Social Services (ESS) Logo. Volunteers will identify themselves as CRCS/ESS volunteers when assisting evacuees.

#### 7. <u>Records Management.</u>

- 7.1 NAME OF LOCAL AUTHORITY shall establish, maintain, and retain records of all Disaster-Affected People who are registered during a Minor or Major Disaster. The records shall include the following information, as it is provided:
  - a) names of all family members;
  - b) primary residence address;
  - c) forwarding address and contact phone number for the Persons Affected by the Disaster when they leave Emergency Sites; and
  - d) medical needs.

Upon the conclusion of the Services, the CRCS shall deliver a record of all Disaster-Affected People served to the Entity with the exception of the files of Disaster-Affected People who have requested their personal information not be shared with the Entity pursuant to Section 11.4 of this Agreement.

- 7.2 The CRCS warrants that it will not infringe upon or violate any intellectual property rights, including, but not limited to, any patent, copyright, trade secret or any other right of any third party, and will not be libelous or slanderous or otherwise unlawful.
- 7.3 The CRCS agrees that copyright in and all information and material of any kind whatsoever acquired or prepared by the Entity for the CRCS pursuant to this Agreement, shall, both during and following the term of the Agreement, be the sole property of the Entity. CRCS will own exclusively all property or materials which the CRCS produces in performance of the Services, and all copyright and other industrial and intellectual property rights in such property and materials. For greater clarity, CRCS retains the copyright and exclusive right of use for its own service provision methods, document templates, disaster management training techniques, and all materials related to these functions.

#### 8. <u>Supply Management.</u>

8.1 The CRCS shall be responsible to stock and maintain supplies as required to fulfill obligations as required to provide Services pursuant to this Agreement.

#### 9. Information about an Identifiable Individual.

- 9.1 The CRCS and the Entity shall act in accordance with all applicable privacy laws. To the extent the Parties have differing obligations under applicable privacy legislation; the Parties shall take reasonable steps to facilitate the other Party's compliance with applicable law.
- 9.2 The CRCS will treat as confidential and will not, without the prior permission of the Entity, publish release or disclose, or permit to be published, released or disclosed, either before or after the expiration, information supplied to, obtained by, or which comes to the knowledge of the CRCS as a result of the Agreement except insofar as such publication, release or disclosure is necessary to enable the CRCS to fulfill its obligation under the Agreement.
- 9.3 Restricted Files The CRCS will permit Disaster-Affected People to have their client file marked as a "restricted file". The CRCS will treat as confidential and will not, without the prior permission of the Entity, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or Termination of this Agreement, information supplied to, obtained by, or which comes to the knowledge of the CRCS as a result of the Agreement except insofar as such publication, release or disclosure is necessary to enable the CRCS to fulfill its obligation under the Agreement.
- 9.4 Non-Disclosed Files Upon request by a Disaster-Affected Person, the CRCS shall avoid disclosure of the Personal Information of a specified Disaster-Affected Person and or members of his or her household to the Entity. In such a case, the CRCS will inform the Entity of Services provided only in anonymized or aggregated form. The Entity may request further non-identifying information as needed in order to facilitate for reimbursement in accordance with Schedule "C" of this Agreement.
- 9.5 Notwithstanding paragraph 11.3, the Entity acknowledges that the information which is entered on CRCS client files is given to the CRCS in confidence, and shall be available or shared with the Entity for the purposes of disaster response only. The Entity further acknowledges that certain registrants may request that the information they provide the CRCS be restricted in its distribution for personal reasons. Upon being advised by the CRCS, this higher level of confidentiality must also be respected by the Entity.
- 9.6 The CRCS shall give Disaster-Affected People verbal or written notification when information about an identifiable individual is collected and/or recorded during an Emergency Response. The notice will inform the individual about the reason for collecting the information; how the information will be used; and who will have access to

#### it.

#### 10. <u>Confidentiality.</u>

- 10.1 Confidentiality and Security of Material and Information The CRCS agrees to ensure that the CRCS, its partners, directors, officers, employees, agents, sub-contractors and volunteers shall, both during or following the term of this Agreement, maintain the confidentiality and security of all material and information which is the property of the Entity and CRCS agrees that the CRCS, its partners, directors, employees, agents, sub-contractors and volunteers shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Entity pursuant to this Agreement, without first obtaining the written consent of the Entity for such disclosure or use.
- 10.2 Confidential Information. "Confidential Information" means any information or material that relates to each party's business and affairs including CRCS donor lists and any information relating to the suspension or termination of this Agreement, and that: (i) is clearly marked "confidential" or "proprietary" if provided in written or visual form, (ii) is preceded by a statement that such information is confidential or proprietary, if provided in oral form, or (iii) given the circumstances surrounding disclosure, should in good faith be treated as confidential or proprietary exclusions.
- 10.3 Confidential Information shall not include any information that: (i) is in the public domain at the time of its communication; (ii) is independently developed by each party (iii) entered the public domain through no fault of the receiving party subsequent to communication with the other party; (iv) is in possession of the receiving party free of any obligation of confidence at the time it was communicated to the receiving party; or (v) is communicated to the receiving party by a third party under no legal obligation to maintain the confidentiality of the information. Additionally, each party may disclose such Confidential Information to the extent required by legal process; provided that, prior to making any such disclosure, each party shall notify the other party of same and that each party shall have the right to participate with the other party in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with any such legal process.

#### 11. Privacy Policy.

11.1 The Parties acknowledge and agree that any personal information that is provided to a Party for the purpose of creating records or otherwise is provided to that Party in confidence and is protected by each Party's privacy policies and applicable privacy legislation with which each Party agrees to comply.

#### 12. <u>Unaccompanied Children and Vulnerable Adults.</u>

- 12.1 The CRCS agrees to have in place Standard Operating Procedures and work with the appropriate social services agency to assist unaccompanied children who are under the age of majority in accordance with Provincial legislation, and/or vulnerable adults, requiring that any such children or vulnerable adults be supervised in accordance with the applicable procedure until united with a family member that is not a minor or a vulnerable adult, or referred to the responsible government agency.
- 12.2 CRCS Personnel supervising unaccompanied children or vulnerable adults must have a police background check and a vulnerability sector check completed prior to their qualifying as a volunteer in this capacity.

#### 13. Indemnification.

13.1 Each Party shall, during the Term and after the termination of this Agreement, indemnify and save harmless the other from any loss, damage, claim, cost, expense or liability whatsoever that the other may incur, suffer or be required to pay pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding that may be made or asserted against or affect the party indemnified by reason of a wrongful or negligent act or omission on the part of the indemnifying Party, its employees, servants, agents, subcontractors or volunteers in the performance, or rendering of Services.

#### 14. Insurance.

- 14.1 The Entity shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employees and volunteers in respect of loss by or injury to third parties, including CRCS staff and volunteers, arising from those acts or omissions in the course of this Agreement, both coverage's to a limit of at least Ten Million Dollars (\$10,000,000.00) per Disaster, or such lesser amount as is approved by the Society. The policy will include CRCS as an Additional Insured and will contain a Cross Liability and Severability of interest clause. Certificates of insurance will be delivered promptly to the CRCS. on request. throughout the Term of this Agreement.
- 14.2 Each policy of insurance must be endorsed to provide thirty (30) days notice to CRCS in the event of cancellation by the insurer. Additionally the Entity must provide the CRCS with thirty (30) days written notice of its intention to cancel or not renew the policy.
- 14.3 The CRCS shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employee and volunteers in respect of loss by or injury to third parties, including Entity staff and volunteers, arising from those acts or omissions in the course of this Agreement, to a limit of at least Ten Million Dollars (\$10,000,000.00) per Disaster, or such lesser amount as is approved by the Entity. The policy will include the Entity as an Additional Insured and will contain a Cross Liability and Severability of interest clause Certificates of insurance will be delivered promptly to the Entity from time to time, on request, throughout the Term of this Agreement.
- 14.4 Each policy of insurance must be endorsed to provide thirty (30) days notice to the Entity in the event of cancellation by the insurer. Additionally the CRCS must provide the Entity with thirty (30) days written notice of its intention to cancel or not renew the policy.
- 14.5 CRCS Personnel will be covered under the Canadian Red Cross Group Accident Insurance coverage where such personnel are not covered by Workers' Compensation or where Workers' Compensation is not the sole remedy of injured personnel. See attached Annex I – Red Cross Group Accident Insurance attached.

#### 15. <u>Fundamental Principles.</u>

15.1 The Parties shall carry out the terms of this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent Movement, as attached in Schedule "B".

#### 16. <u>Reporting.</u>

- 16.1 The CRCS shall provide to the Entity the following reporting on Services provided to Disaster-affected People:
  - a) A report on Services in connection with Minor Disasters provided quarterly (4 times) per year for each year of the Agreement.
  - b) A annual report on Services will also be provided at the end of the year.

#### 18. <u>No Assumption of Partnership</u>.

18.1 Nothing in this Agreement gives rise to a partnership or joint venture between the Entity and the CRCS or to an employment relationship between the Entity and the employees or volunteers of the CRCS in the provision of Services.

#### 19. <u>Amendment of Agreement</u>.

19.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either Party, their respective agents, servants or employees unless done so in writing signed by both Parties.

#### 20. <u>Termination.</u>

- 20.1 Either party may terminate the Agreement for any reason and at any time upon providing sixty (60) days written notice.
- 20.2 Notwithstanding any other provision in the Agreement, the Entity reserves the right to terminate the Agreement immediately upon written notice to the CRCS if:

22.2.1 the CRCS is adjudged bankrupt or makes a general assignment for the benefit of its creditors;

22.2.2 a receiver is appointed on account of the CRCS's insolvency.

- 20.3 Termination of Agreement With Notice This Agreement may be terminated by either Party by giving thirty (30) days' notice in writing to the other Party after an attempt has been made to engage the other Party in Dispute Resolution pursuant to Section 26 below. If this Agreement is so terminated, the Entity will have no further obligation to CRCS except to pay CRCS such fees and expenses as described in Section 4 (Contribution) and Schedule "C" of this Agreement. For clarification, termination of this Agreement shall not relieve either party of any ongoing obligation incurred in accordance with this Agreement prior to its termination.
- 20.4 Effect of Termination Rights of the Entity The Entity will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the Agreement or otherwise at law. The Entity shall only be responsible for the payment for Services which are funded by the Entity and which have been completed up to and including the effective date of any such termination with the exception of annual Contribution costs up to and including the year of Termination, as described in Section 4 (Contribution) and Schedule "C" of this Agreement.
- 20.5 Termination Duties of CRCS Upon termination, the CRCS shall, at a minimum, in addition to other provisions in this Agreement, disclose to the Entity the current state of the Service at the date of termination and provide to the Entity a report of, and all information requested by the Entity pertaining to the Service.

#### 21. <u>Withdrawal of Services.</u>

21.1 The CRCS may provide immediate notice at any time during a Disaster advising that it shall withdraw or reduce its services in the event conditions are such that the CRCS is

unable to provide Services without compromising the health or safety of its employees and/or volunteers.

#### 23. Legal Notice.

23.1 Any notice, instrument or document to be given, served or delivered must be in writing and sent to the other Party at the address indicated below, or to such other address as may be designated by notice provided by either Party to the other as indicated below:

#### For the CRCS

Kimberley Nemrava Director, BC & Yukon Canadian Red Cross 909 Fairfield Rd Victoria, BC V8V 3A3

#### For the Entity:

#### <ADDRESS INSERTED HERE>

Any notice, instrument or document to be given by either Party to the other shall, in the absence of proof to the contrary, be deemed conclusively to have been received by the addressee (i) if delivered personally on a Business Day, then on the day of delivery; (ii) if sent by prepaid registered post, then on the second day following the registration thereof; (iii) if sent by ordinary mail, then on the third business day following the date on which it was mailed; or (iv) if sent by facsimile, upon confirmation of successful transmission of the notice.

#### 24. <u>Force Majeure.</u>

24.1 In the event of a Force Majeure, the Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure situation or termination of this Agreement. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least once every three (3) months. If the force majeure condition continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

#### 25. <u>Dispute Resolution.</u>

- 25.1 The Parties shall make every reasonable effort to settle any dispute that arises as a result of any claim or controversy evolving from this agreement by negotiation. Any dispute, disagreement or issue of any kind arising out of this Agreement, that cannot be resolved through negotiations within thirty (30) Calendar Days of a written request for negotiations delivered by either Party to the other Party's representative as designated in Section 24.1 (the "Legal Notice"), shall be resolved through mediation.
- 25.2 Such mediation shall be facilitated by a neutral third party that is to be determined by both Parties. In the case the Parties cannot determine a neutral third party, if the mediation is unsuccessful, or if the mediation is not concluded within sixty (60) Calendar Days of the date of notification, an arbitrator shall be appointed by the international chamber of commerce.

25.3 The arbitration shall be conducted in one of the official languages of Canada and in accordance with the International Chamber of Commerce Arbitral Rules then in force. The place of arbitration shall be NAME OF LOCAL AUTHORITY, BC. The arbitrator's decision shall be final and conclusive of the matter, and shall not be appealable or subject to judicial review.

#### 26. Entire Agreement

26.1 This Agreement constitutes the entire agreement and understanding between the Parties with regard to the Services and no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in writing and signed by an authorized representative of CRCS and the Entity. For greater certainty, the Parties acknowledge that this Agreement does not affect any existing or future agreement that has been or may be put in place to deal with large scale emergencies which may occur within the Entity.

#### 27. <u>Applicable Law</u>

27.1 This Agreement shall be interpreted in accordance with and governed by the laws in force in NAME OF LOCAL AUTHORITY, BC. Any proceedings relating to the subject matter of this Agreement shall be brought in the courts of NAME OF LOCAL AUTHORITY, BC.

#### 28. <u>Survival</u>

28.1 Except as otherwise provided in this Agreement, Articles 11.1, 16.1, 26, 28.1, 32.1, 34.1, 36.1, and 37, shall survive the termination of this Agreement.

#### 29. <u>Counterparts.</u>

**29.1** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties to this Agreement may rely on a facsimile copy of this Agreement, when executed, as conclusive evidence of a valid and binding agreement between them.

#### 30. <u>Schedules.</u>

This Agreement includes all of the Schedules annexed to it, the terms and conditions of which are expressly incorporated by reference herein and form a part of this Agreement. They are as follows:

- Schedule "A"- Services
- Schedule "B"- Fundamental Principles
- Schedule "C"- Preparedness Funding & Reimbursement of Expenses
- Schedule "D"- Notification Protocol

#### 31. Non-Waiver.

31.1 No waiver by any Party of any breach by the other Party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of the same or any other covenant, obligation or agreement, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

#### 32. <u>Contractual Commitments with Third Parties.</u>

- 32.1 The CRCS shall have the right to subcontract with local suppliers as deemed necessary in the sole opinion of the CRCS to fulfill its obligations to provide Services to Disaster-Affected People. The CRCS shall not subcontract any of the following Services to be performed pursuant to this Agreement: Client intake, Notification procedures, recordkeeping and reporting unless it receives the written consent of the Entity which may not be unreasonably withheld. The CRCS retains sole responsibility for the actions of any and all subcontractors it uses in the fulfillment of the terms of this Agreement.
- 32.2 Every subcontract entered into by the CRCS shall adopt all of the terms and conditions of this Agreement as far as applicable to the subcontractor's services.

#### 33. Enurement and Assignment.

**33.1** This Agreement shall be binding upon and ensure to the benefit of the Parties, their respective successors and permitted assigns. Neither Party may assign, subcontract or in any way transfer or delegate any of its rights or obligations hereunder except with the prior written consent of the other Party hereto. Any assignment carried out without such consent is null and void.

#### 34. <u>Headings.</u>

34.1 All headings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.

#### 35. <u>Severability.</u>

- 35.1 If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:
  - I. the legality, validity or enforceability of the remaining provisions of this Agreement; or
  - II. the legality, validity or enforceability of that provision in any other jurisdiction.

#### 36. Use of the CRCS Logo.

- 36.1 The Entity may not use the CRCS Logo or name without the review and written approval of the CRCS prior to publication or use.
- 36.2 Use of the CRCS Logo and name after written approval may only be used in relation to the Services. The Entity is not permitted to use the CRCS Logo as a means of endorsement by the CRCS of the Entity or as a co-branding initiative.

#### 37. <u>The Emblem.</u>

37.1 The Red Cross Emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. Conversely the CRCS Logo is the

Red Cross Emblem plus the phrase "Canadian Red Cross/ Croix Rouge canadienne" as set out in the CRCS Graphic Standards. Use of the Red Cross Emblem alone is strictly prohibited.

**IN THE PRESENCE OF WITNESSES**, the Authorized Representatives have signed this agreement on behalf of the Parties

#### THE CANADIAN RED CROSS SOCIETY

Per: \_\_\_\_\_

Title: Kimberley Nemrava; Director BC and Yukon

Per: \_\_\_\_\_

Title: Elysia Dempsey; Acting Manager; BC and Yukon, Disaster Management

#### ENTITY NAME HERE

Per:\_\_\_\_\_

Title:

Per:\_\_\_\_\_

Title:

#### **SCHEDULE "A" – SERVICES**

#### PREPAREDNESS SERVICES

#### **Public Education**

The CRCS will provide preparedness workshops to residents of the Entity, with the locations of those workshops to be determined jointly by CRCS and the Entity.

#### **Joint Planning**

The CRCS will provide planning support and collaboration associated with, but not limited to, acquisition and pre-positioning of supplies, development of plans and procedures, operational structure and response as they relate to the provision of CRCS Services.

#### Exercises

The CRCS will participate in exercises with the Entity (as deemed appropriate by the Entity) and provide the Entity with the option to deploy staff to CRCS exercises.

#### **Education and Training for Disaster Management Personnel**

The CRCS will maintain a local cadre of trained, exercised and ready-to-respond CRCS personnel, sufficient to fulfill the terms of this Agreement, and undertake continuing education including drills and training. Members will be registered with EMBC as Public Safety Volunteers.

#### Maintenance of Pre-Positioned Stockpiles

The CRCS will maintain a local stockpile of materials deemed necessary to provide immediate service in the event of a Minor Disaster, Stockpiled items may include vouchers, gift cards, hygiene kits, cots, blankets, water and/or other items as deemed necessary.

#### RESPONSE SERVICES

Response Services will only be provided where the ESS Director is able to secure a TASK number through the Provincial Emergency Program as determined by the Provincial Emergency Coordination Centre. Notwithstanding the foregoing, the CRCS may, in its sole discretion, elect to proceed with providing the following Response Services or any part thereof at its own cost.

Response Services delivered will be in accordance with the guidelines and set rates set out based on the Evacuee Living Assistance Policy as set by EMBC.

#### **Family Reunification Services**

The CRCS will contribute to the alleviation of the anxiety and fear of affected persons experience when family members are separated because of a Minor or Major Disaster.

This service involves collecting specific and accurate information from affected peoples (registration) and responding to requests for information about their family members' health and how to contact them.

Client Registration is also helpful in supporting the delivery of other types of assistance and direct aid services.

The CRCS may manage or organize the Registration and Inquiry service (through CRCS registration cards or by software approved and supplied by the Entity) in three ways:

- In person, with CRCS personnel assisting the client(s) with completing the Registration cards.; or
- Self service and through direct contact with CRCS personnel, providing the client(s) with access to a telephone, electronic mail or the CRCS registration database;

 Self service and remotely, by telephone, electronic mail or CRCS registration database.

A Central Registration and Inquiry Bureau (CRIB) will be offered in Major Disasters as deemed necessary, upon mutual agreement with the Entity, which can be utilized to centralize registrations and inquires as well as to provide call-centre support.

#### Emergency Lodging Services

The CRCS will provide Disaster-Affected People with a temporary, safe shelter, to preserve their dignity and support them during an evacuation.

The CRCS may deliver or organize this service in three ways:

- Commercial lodgings in a hotel or motel; or
- Evacuation Centre (Major Disaster only)
- Placement in an Entity-approved shelter.

#### **Reception and Information Services**

The CRCS will receive Disaster-Affected People at locations where they can receive services and/or to inform them about the available services offered by the CRCS or other organizations.

In a Major Disaster this service may be organized in two ways:

- In a Reception Centre or any other location where services or information are available for disaster-affected peoples; or
- By setting up an Evacuation Centre that provides reception and information as well as emergency lodging services for affected peoples.

#### Emergency Food Services

The CRCS will provide emergency feeding services for Disaster-Affected People.

The CRCS may deliver or organize this service in four ways:

- Activation of not-for-profit resources or other third party resources or corporate partnerships;
- By referring Disaster-Affected People to commercial establishments such as restaurants and public cafeterias or by obtaining the assistance of a caterer;
- In a Major Disaster, a cafeteria managed by the CRCS (in which case the CRCS will assign food handling responsibility to qualified professionals); or
- Administer food vouchering/pre-paid gift/debit cards.

The CRCS is careful to ensure to the best of its ability based on the circumstances that food meets the nutrition needs of at-risk groups, in particular infants, children, pregnant and breast-feeding women, the elderly, individuals who need special diets and emergency workers. Food should also respect the culture of the population affected and take into account the stress that some foods may cause.

#### Personal Services

The CRCS will provide for the initial reception of Disaster-Affected People arriving at Emergency Sites; inform them of immediate emergency help available; offer temporary care for unattended children and dependent elderly; assist with the temporary care of residents from special care facilities; and offer emotional care and comfort.

The CRCS may also facilitate access to medical care or provide for personal needs such as renewing a prescription for essential medications, replacing or repairing eyeglasses, prosthetics, hearing aids or mobility assistance equipment, where no other financial resources are available.

#### **Emergency Clothing**

The CRCS will provide clothing to preserve affected peoples' dignity and ensure that they are dressed appropriately for the weather.

The CRCS delivers this service in one of two ways:

• Provide new clothing with the assistance of clothing suppliers; or Administer vouchering or pre-paid gift/debit cards for clothing.

#### SCHEDULE "B" – FUNDAMENTAL PRINCIPLES

#### Humanity

The international Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

#### Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

#### Neutrality

In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

#### Independence

The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

#### Voluntary Service

It is a volunteer relief movement not prompted in any manner by desire for gain.

#### Unity

There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

#### Universality

The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

#### SCHEDULE "C" – CONTRIBUTION

#### PREPAREDNESS SERVICES

In order that the CRCS may make the necessary arrangements to enable it to discharge its responsibilities under this Agreement, the Entity agrees to make a contribution to the CRCS for the length of the Agreement, as follows:

- Date: \$Amount
- Date: \$Amount

The annual contribution shall be paid within thirty (30) days following the date on which the Agreement is signed.

In order for the CRCS to be able to assist Disaster-Affected People appropriately, it may organize a fundraising campaign if its resources are insufficient to meet the needs of Disaster-Affected People. The fundraising campaign will be conducted and the funds raised will be used in accordance with the standards of the CRCS.

#### RESPONSE SERVICES

Response Services will only be provided where the ESS Director is able to secure a TASK number through the Provincial Emergency Program as determined by the Provincial Emergency Coordination Centre. Notwithstanding the foregoing, the CRCS may, in its sole discretion, elect to proceed with providing the following Response Services or any part thereof at its own cost.

#### Expenses Relating to Volunteers on Response

Expenses incurred by PSLV for the provision of assistance in the case of Minor Disasters shall be covered as outlined in the EMBC Emergency Services Volunteers policy.

#### Expenses for Direct Assistance to Disaster-Affected People

Response Services delivered will be in accordance with the guidelines and set rates set out based on the Evacuee Living Assistance Policy as set by EMBC

#### SCHEDULE "D" Notification Protocol

#### **General**

The Entity, or their designate, shall request assistance from the CRCS as per the protocol described herein to determine what services will be delivered, the terms and conditions for organizing the services and the duration of the services.

The information to be provided by the Entity at the time of notification includes:

- Nature and location of Disaster
- Time Disaster occurred
- Number of people affected (if available)
- Current or possible evacuation
- Emergency Services on-scene
- Any identified threats or hazards to the affected population and/or CRCS personnel
- Activation level of municipal EOC/emergency response plan (Major Disasters only)
- Services requested, including Emergency Sites and locations (Major Disasters only)
- Time frame for response
- Any special instructions, limitations, etc.
- Location of affected vulnerable persons/populations, such as Long-Term Care facilities, hospitals, etc.
- Entity liaison officer names and contact information

#### Contact Information

The CRCS Disaster Management representatives are available 24-hours a day, 7-days a week, 365 days a year. In the event of an emergency, the following personnel should be contacted.

For the CRCS:

Elysia Dempsey: BC and Yukon Acting Manager for Disaster Management

24/7 Emergency Contact Line: 1-888-800-6493 Contact Email Address: <u>Elysia.Dempsey@redcross.ca</u> Preferred Method of Communication: Email Alternate Means of Contact: 250-995-3519

Matthew Colling: Acting Manager for Community Planning and Response; Disaster Management BC and Yukon

24/7 Emergency Contact Line: 1-888-800-6493 Contact Email Address: <u>Matthew.Colling@redcross.ca</u> Preferred Method of Communication: Email Alternate Means of Contact: 604-709-6606

CRAIG & CHRISTINE SAMPSON 9421 CENTRAL LAKE ROAD PORT ALBERNI, BC VAY 821 AUGUST 15, 2015.

JOSIE OSBORNE, CHAIR. ACRD

C.C. Penny Cote, director Area D

Dear Regional Directors

We are writing this letter to express our concerns and voice our opposition to any permanent installation of a drag strip or motorsport activity at the AVRD airport.

Our property is located in the small agricultural community along Central Lake Road, which neighbours the airport. During the evening of June 24, 2015, there were extremely loud engine sounds and drag racing noises coming from the vicinity of the airport. The noise was so loud that we could not stand outside our house and have a normal conversation. Even inside, with windows closed, the noise could be heard. It went on like this for several hours. Suspecting illegal street racing, I phoned the RCMP to ask them to investigate. The following day, I phoned the regional district office to see if they knew what was going on, and was told that the local drag racing association had been given permission for a "test and tune" night. No one out here had been made aware of this. During the annual " Thunder in the Valley" event, noise levels are also excessive, but because this is a once-a-year special event, we tolerate it as best we can. 33 🕜

However, to subject us to the noise from a permanent installation of metorsport activity at the airport would be intolerable. As property owners neighbouring the airport, we expect that the airport will be used for airport activities. The airport property was crown-granted to the regional district for use as an airport only. The agricultural lands that surround the airport have been here for decades, and pre-date the existence of the airport itself. We therefore, have a reasonable expectation of quiet enjoyment of our properties, and that the value of these properties, which represent major personal investment, are not compromised by special interest groups. Who would buy a property that neighbours a drag strip? Furthermore, we expect to be protected from excessive noise by the noise by-laws that govern the Sproat Lake Electoral area. For these reasons, we oppose the permanent installation of any drag racing / motorsport activity at the airport, and ask the regional directors to deny such use of airport lands.

Sincerely, Craig and Christine Sampson. Mangel C.M. Sampson

#### August 10, 2015

To: Josie Osborne, Chair, Alberni Clayoquot Regional District

Cc: Penny Cote, Director, Electoral Area D (Sproat Lake)

Re: Alberni Valley Drag Race Association at the AVRDA

There was an article in the Alberni Valley News on August 6, 2015 that quoted Bill Surry of the Alberni Valley Drag Racing Association as saying "one of the options offered up by the ACRD is moving the race strip to the western end of the runway." The intent of this proposed permanent installation of a drag strip was for Drag Racing Association members to have a dedicated spot for practicing and events..

As local residents living on Central Lake Road, this greatly concerns us! We all appreciate the economic benefits Thunder in the Valley brings to Port Alberni and WE ALL SUPPORT THUNDER IN THE VALLEY as it is. However, having said that - We don't want the event expanded at the airport and we don't want a permanent installation of a drag strip in our back yard!

Noise levels are already VERY high and it is disruptive to those of us that live on Central Lake Road. Some of us live within 3000 feet of the event and it is at times difficult to hear your television or talk to people outside because of noise levels! One weekend a year is bearable – more than that is unendurable!

As residents that would be greatly affected by such a development, we would also like to be notified of any upcoming meetings regarding this proposal between the ACRD and the Alberni Valley Drag Racing Association.

Thank you for your consideration.

NAME

#### ADDRESS

EMAIL / phone

havenacres Oshaw.ca SHERRY LIFONS RD 9401 CENTRAL LAKE n ' 2 1 4 14nn/ upons egmail, com Lynn Lyons phone 250 720 4993 9421 Central Lake Rood Christine Sampson into just birding . com George Bradd 9391 Central It Road 9340 CENTRALLIC. ROAD KILLOUGH JIM 250-724-0995 1340 Centrel Lake Rd. Louise Killow 13:30 Central laker 2019 - 0322 Central laker or a contraction Rutherford unds lundy 9301 Central Palero 250-724-7350 N 4261 CentrelkAS 850-724-017 JERIGH M th Keehn (a shaw. ca 9211 11 250 - 720-4993 sampson 94/2/ CENTRAZ LK RP 9420 central lake road shown v T201201tatmail 9009 CONTEAL LICED SHAWN ALL'ISON . . 9321 Central LKRd amie Littlewood Amiemo@shaw.(2 7484 Central akerd uma harthult22 hotmail.com 9490 CENTRAILKRA ASKEWE J. T 9481 Center Cole Ret HEVINGUN Nell

August 30, 2015

RECEIVED Sep 03 2015

Dear Sirs/Madames:

This letter is to express my opposition to any planned expansion of drag racing at the Alberni Airport.

The local newspaper quoted the president of the drag racing club as saying that they had been offered an area at the end of the runway to pave and fill in.

Penny Cots tells me this is not true. But who knows what is really going to happen? Certainly not the people most immediately affected: the residents of Central Lake Road. We live RIGHT BEHIND THE AIRPORT!

How can the Regional District make decisions that directly affect us and not allow us to participate in the decision making process?

When the drag racing club was granted "practice sessions" of 4 hours or more I could smell the burning rubber of tires in my living room. Thats how close I am!

I am not opposed to a once a year Thunder of the Valley event. Its good for the local economy and I can tolerate the noise for that reason although nobody ever asked us if we like it or not.

I am opposed to any expansion of the drag racing events and practice sessions.

Now lets move on to another concern of mine.

During spring and fall migration the Sandhill Cranes that cross over Vancouver Island cross from Carmanah Lighthouse on the west coast over to the east coast of the island and they pass directly over my house. They stop to rest and feed AT THE AIRPORT.

I previously worked on the Bird Hazard Study at Vancouver International Airport and I am well educated in this field.

I am also an expert at bird identification and familiar with birds I have seen over 3000 species of birds and worked with birds most of my life.

Are you aware of this large group of not airplane friendly birds use your site twice a year for about a week each time?

What part of your planned airport expansion plans deals with mitigating this safetly hazard for aircraft? Now that you have been notified of this potential problem you cannot ignore it any longer.

I am hoping that any plans would include continuing to allow the cranes to use the wet area and not to shoot them dead or frighten them away.

Please reply to my concerns in written form. I am copying this letter to enough different people that it will be difficult to ignore.

Hope to hear from your soon.

Cheers

**George Bradd** George R Brudd