

**COWICHAN EMERGENCY MANAGEMENT LOCAL AUTHORITY AGREEMENT**

THIS AGREEMENT dated and in effect this 28th day of November, 2022.

**BETWEEN:**

COWICHAN VALLEY REGIONAL DISTRICT  
175 Ingram Street  
Duncan, BC V9L 1N8

AND: THE CITY OF DUNCAN  
PO Box 820  
200 Craig Street  
Duncan BC V9L 3Y2

AND: THE TOWN OF LADYSMITH  
PO Box 220  
410 Esplanade  
Ladysmith BC V9L 1A2

AND: THE TOWN OF LAKE COWICHAN  
PO Box 860  
39 South Shore Road  
Lake Cowichan BC V9L 2G0

AND: THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN  
PO Box 278  
7030 Trans Canada Highway  
Duncan BC V9L 3X4

(hereinafter called "the Parties")

**NOW THIS AGREEMENT WITNESSETH:**

**WHEREAS**, it is desirable that full, cooperative, and collective leadership from all of the local authorities in the Cowichan area is essential to support an effective regional emergency program to prepare, plan, prevent, respond to and recover from the effects of emergencies and disasters;

**AND WHEREAS**, "CVRD Bylaw No. 1909 – *Emergency Programs (Emergency Program Act) Extended Service Bylaw, 1999*", enacted under the *Local Government Act*, RSBC 2015 c. 1 grants to the Cowichan Valley Regional District the additional power to provide emergency programs as an extended service under the *Emergency Program Act*. RSBC 1996 c. 111;

**AND WHEREAS**, Pursuant to section 263(1)(b), of the *Local Government Act*, RSBC 2015 c. 1 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;

**AND WHEREAS**, a regional emergency management program has been enacted to coordinate emergency management activities including preparedness, planning, response and recovery for all of the Municipalities and Electoral Areas within the Regional District; and

**NOW THEREFORE** in consideration of the agreements and covenants set out herein, it is hereby agreed by each of the Parties hereto as follows:

## ***Cowichan Emergency Management Local Authority Agreement***

### **1. Interpretation**

(a) In this Agreement:

**Advisory Committee** means the advisory committee for CVRD's Regional Emergency Management Organization comprising the group of persons as set out in Schedule A, who will advise the Regional Emergency Management Organization regarding the development and maintenance of the Regional Emergency Management Program;

**CVRD** means the Cowichan Valley Regional District;

**Disaster** means a calamity that:

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

**Emergency** means "a present or imminent event or circumstance that:

- (a) is caused by accident, fire, explosion, technical failure, or 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 a person or to limit damage to property." [*Emergency Program Act*];

**Emergency Operations Centre (EOC)** means a facility, other than the REOC, where key personnel can gather to coordinate, plan, and manage overall Disaster or Emergency response activities in an Emergency. An EOC provides support by facilitating emergency response operations, providing centralized access to information, and assisting in the identification, prioritization, and allocation of resources;

**Emergency Management Program** means a program within any of the Parties other than the Cowichan Valley Regional District, that coordinates Emergency planning and facilitates the implementation of activities during each phase of an emergency management process;

**Emergency Plan** means a document, other than a Regional Emergency Plan, that describes the actions that will be taken when an Emergency or Disaster occurs, including how people, property, and the environment will be protected in an Emergency or Disaster;

**Emergency Support Services (ESS)** means temporary basic need support provided to evacuees from Emergencies or Disasters. This may include clothing, food, lodging, incidentals, and emotional/cultural support;

**General Staff** means the specific positions of Logistics Chief, Planning Chief, Operations Chief and Finance Chief as described under the Incident Command System of Canada;

## ***Cowichan Emergency Management Local Authority Agreement***

**Level 1, Level 2, Level 3, and Level 4 Emergency or Disaster** means the level of the Emergency or Disaster as described in Schedule B section 1;

**Local Authority** means:

- (a) for a municipality, the Mayor and Council;
- (b) for an electoral area, the Chair and Board of the regional district; and,
- (c) for a First Nation, the Chief and Council;

**Management Staff** means the specific positions of Logistics Chief, Planning Chief, Operations Chief, and Finance Chief as described under the Incident Command System of Canada;

**Municipality of North Cowichan** means the Corporation of the District of North Cowichan;

**Providing Party** means a party providing assistance under this Agreement;

**Regional Emergency Management Organization** means the organization charged with developing, implementing, maintaining, and improving the Regional Emergency Management Program, currently staffed by CVRD staff and administered through the CVRD Emergency Program Service as established originally under *CVRD Bylaw No. 1909* and funded under Function 205;

**Regional Emergency Plan** means a document that describes the CVRD actions that will be taken when an emergency or Disaster occurs, including how people, property, and the environment will be protected in an Emergency or Disaster;

**Regional Emergency Management Program** means the CVRD Emergency program that coordinates Emergency planning and facilitates the implementation of activities during each phase of the Emergency management process for some or all of the Municipalities and Electoral Areas within the CVRD during an Emergency involving some or all of the Municipalities and Electoral Areas within the CVRD;

**Regional Emergency Operations Centre (REOC)** means a centre that combines Emergency response resources and has the same function as an EOC, but allows for unified decision making, coordinated resource requests, coordinated public messaging, and prioritization of scarce resources between local authorities within the area of the CVRD;

**Requesting Party** means a party requesting assistance under this Agreement;

**Resources** means persons, equipment, supplies, and other property;

**Senior Elected Representative** means the Chair of the CVRD or in their absence, the Vice Chair; the Mayors of the City of Duncan, the Town of Ladysmith, the Municipality of North Cowichan, and the Town of Lake Cowichan, or in their absence, the deputy mayors; and,

**Unified Command** means two or more individuals sharing authority over an Emergency or Disaster in which multiple agencies or jurisdictions are involved as set out in Schedule B.

## ***Cowichan Emergency Management Local Authority Agreement***

### **1. For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:**

- (a) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (b) words in the singular include the plural and words importing a corporate entity include individuals, and vice-versa;
- (c) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, and includes a reference to an enactment of any Party;
- (d) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and,
- (e) headings used herein and the division of this Agreement into Articles, sections subsections and Schedules, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

### **2. Regional Emergency Management Organization**

- (a) The Parties agree that the CVRD will establish the Regional Emergency Management Organization for the purposes of delivering the Regional Emergency Management Program as an extended service.

### **3. Advisory Committee**

- (a) The Advisory Committee will be established to provide strategic advice and, where appropriate, guidance on the development, establishment, and maintenance of the Regional Emergency Management Organization for the CVRD. The terms and reference of the Advisory Committee are set out in Schedule "A" – "Terms of Reference". The authorities and roles of the Advisory Committee may be changed from time to time with the agreement of the Parties.

### **4. Planning & Preparedness**

- (a) The Parties agree that the Regional Emergency Management Organization will lead the development and implementation of a preparedness strategy for the region of the CVRD which is to include public awareness, public education, local authority Emergency site support training and exercises, and planning.
- (b) At the discretionary participation of the Parties, the Regional Emergency Management Organization will provide regional coordination for the FireSmart program.
- (c) To support planning and preparedness activities, the Parties agree to:

## ***Cowichan Emergency Management Local Authority Agreement***

- i. Provide an accurate contact list of Emergency Operations Centre staff for their jurisdiction which includes at minimum personnel identified for each EOC Management and EOC General Staff position;
  - ii. Review their Emergency Operations Centre staff contact list on a quarterly basis for accuracy and updates;
  - iii. Share all community Emergency response plans with the Regional Emergency Management Organization; and,
  - iv. Provide access for Regional Emergency Management Organization staff to their Emergency Operations Centre / Regional Emergency Operations Centre primary and, if applicable, alternate location for the purposes of maintenance, testing, and inventory.
- (d) Notwithstanding subsections 4(a) and (b), the Parties agree that the Regional Emergency Management Organization is not responsible for:
- i. Continuity of Operations planning and/or Business Continuity planning for any jurisdiction's operations;
  - ii. Structural mitigation programs; or,
  - iii. Financial claims as described under Section 7.

### **5. Emergency & Disaster Response**

- (a) The Parties agree to the effective mobilization and utilization of their own resources where possible to respond to Level 1 or Level 2 Emergencies or Disasters with local resources or through other mutual aid agreements or service contracts.
- (b) The Parties agree to adhere to the Regional Emergency Plan. Where deviation is required, the Parties will communicate changes with as much notice as possible.
- (c) The Parties agree to provide assistance to other Party(ies) in the case of a Disaster or Emergency in accordance with this Agreement.
- (d) Each Party to this Agreement shall provide for the effective mobilization and utilization of its resources to respond to Emergencies or Disasters in accordance with the provisions of Schedule B "EOC Operational Procedures" which is attached to and forms part of this Agreement. The said "EOC Operational Procedures" shall include provisions which set out where and under what circumstances an EOC(s) or an REOC will be located within the boundaries of the CVRD, including within the municipalities of Duncan, Ladysmith, North Cowichan, and Lake Cowichan, and the command structure that will be implemented to operate the EOCs or REOC.
- (e) Each of the Parties to this Agreement are committed to ensuring that the use of personnel, equipment, supplies, and other Emergency response resources and capabilities are directed toward maximizing the efficiency of coordinated planning and response to and recovery from major Emergencies and Disasters within the boundaries of the CVRD.
- (f) Where a Party determines that a Disaster or Emergency exists to which the Party is unable to adequately respond, it may request assistance from one or more of the

## ***Cowichan Emergency Management Local Authority Agreement***

Parties to this Agreement and subject to paragraphs 5(g) –(m), the Party or Parties receiving the request for assistance may provide the assistance subject to the conditions set out in this Agreement.

- (g) Requests for assistance may be made by the Chief Administrative Officer of the Requesting Party and may be made to the Chief Administrative Officer of the Providing Party in accordance with provisions set out in Schedule "B".
- (h) If a Party requested to provide assistance under paragraph 5(f) 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, it shall advise the Requesting Party as soon as possible after it has determined that it cannot provide all or part of the requested resources. No liability shall attach as a result of such a determination.
- (i) All Parties understand and agree that their resources may be deployed outside their own jurisdiction.
- (j) In making a decision under subsection 5(h), the Providing Party may prioritize the interests of their own jurisdiction and this Agreement shall not be interpreted to impose or set out any obligations or duties on a Providing Party to provide the assistance or resources requested by the Requesting Party.
- (k) 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 from the jurisdiction of the Requesting Party for the purpose of protecting residents and property within its jurisdiction from the effects of a Disaster or Emergency.
- (l) The Parties acknowledge that this Agreement is not intended to replace or supplant any Mutual Aid Agreements in force between any of the Parties nor to prevent any Party from negotiating a new Mutual Aid Agreement or from renewing or amending an existing Mutual Aid Agreement.
- (m) Assistance extended pursuant to this Agreement may be provided in accordance with current governing legislation, the *Emergency Program Act* RSBC 1996 c. 111 and the *British Columbia Emergency Management System (BCEMS)*.

### **6. Term**

This Agreement may be in effect for a term of two (2) years commencing on November 28, 2022 and expiring on December 31, 2024 unless otherwise terminated as provided for herein.

### **7. Cost Reimbursement for Shared Resources**

Schedule C "Reimbursement of Shared Resources" sets out Compensation and Payment provisions for what and to whom payments are to be made in the event of shared resources.

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### **8. Response and Recovery Claims (cost of the response)**

- (a) Claims for compensation by owners of real or personal property for damage or injury suffered in a Disaster will be processed, individually through the existing "Compensation and Disaster Financial Assistance Regulation" of the *Emergency Program Act* RSBC 1996 c. 111.
- (b) Claims for compensation for response under Schedule 5 section 1 (d) of the "Compensation and Disaster Financial Assistance Regulation" of the *Emergency Program Act* RSBC 1996 c. 111 will be processed by the responsible jurisdiction. In the event of a REOC activation, incident action plans and provincially-approved expense authorizations will be coordinated by the REOC to support the claims process that will be followed by each participating jurisdiction.
- (c) The Emergency Management British Columbia "Financial Assistance Guide for Local Authorities and First Nations" will be used as a guideline.

### **9. 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 its own agents, servants, or employees, except as provided in this Agreement, nor shall a Party be required to provide any insurance, whether WorksafeBC coverage or otherwise, for the agents, servants, or employees of another Party.
- (b) Each Party to this Agreement will retain decision-making authority within its own jurisdiction. All Parties will ensure that decisions involving multiple jurisdictions are made in consultation with all the authorities involved.
- (c) Each Party to this Agreement is responsible for ensuring the declaration, either individually or jointly, of a "State of Local Emergency" as per the *Emergency Program Act* RSBC 1996 c. 111 should this be deemed necessary. The other Parties are to be notified as soon as possible, should this occur.

### **10. Indemnity**

Where a Providing Party supplies 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 actions, suits and demands whatsoever arising out of the assistance rendered by the Providing Party, its servants, employees or agents, or arising out of the failure to respond to a request for assistance pursuant to this Agreement, the failure to render adequate assistance, or for any other reason.

## ***Cowichan Emergency Management Local Authority Agreement***

### **11. Insurance**

Each party to this Agreement agrees to maintain insurance and liability coverage, subject to the terms and conditions of its own insurance policy provided by its own insurer on any and all chattels and equipment owned by the party and utilized pursuant to provisions of this Agreement.

### **12. Waivers**

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

### **13. Modification**

No waiver, modification, or amendment to this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of each of the Parties to this Agreement.

### **14. Termination**

Notwithstanding any other provision of this Agreement:

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

At the end of the Term, or should either option in this section 14 be exercised by any party ("the Terminating Party"), the Parties, or in the case of termination, the Terminating Party, will be under no further obligation to any of the other Parties **SAVE AND EXCEPT** to pay each of the other Parties such amount as each of the said Parties is entitled to receive for services properly performed and provided to the date written notice is given to the said Parties, less any amounts necessary to compensate other Parties or the Terminating Party, for damages or costs incurred by the other Parties or the Terminating Party arising from another party's failure to comply with any provision of this Agreement.

### **15. Communication**

- (a) In addition to an identified member for the Advisory Committee, each Party to the Agreement will identify a single day-to-day point of contact for regular planning and operations of the Regional Emergency Program.
- (b) During a response which requires activation of one or more EOCs and/or the REOC:

## **Cowichan Emergency Management Local Authority Agreement**

- i. Each Party will appoint an Information Officer to their EOC who will be responsible for providing information to the public and local authority staff regarding an Emergency or Disaster.
- ii. In the course of a multijurisdictional Emergency or Disaster or activation of the REOC, the Parties will delegate authority to provide information or communication regarding an Emergency or Disaster to a single Information Officer. The Parties will appoint Assistant Information Officers to support the REOC activation.
- iii. Chair, Mayors, Council and/or Board members will be kept informed by the EOC/REOC on a regular basis and will be consulted regarding policy-related issues as required.


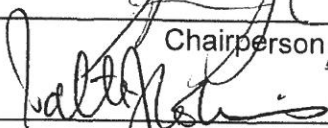
### **16. Dispute Resolution**

Any and all claims arising out of the implementation of this Agreement will not be brought forward for resolution until the response phase of an Emergency or Disaster is over.

All Parties to the Agreement will work together and cooperate to mutually resolve any issue arising out of implementation of this Agreement. An external arbitrator may be brought in to assist in resolution of any outstanding issues, if required. The appointment of an arbitrator is to be mutually agreed upon and all costs of arbitration are to be shared equally by those Parties who participate in the arbitration.


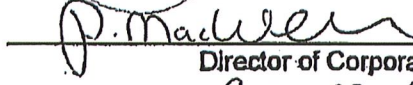
**IN WITNESS WHEREOF** the Parties have hereunto set their hands and seals as of the day and year first above written.

The Corporate Seal of the  
COWICHAN VALLEY REGIONAL DISTRICT  
as hereto affixed in the presence of:


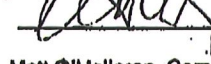
  
\_\_\_\_\_)  
Chairperson, **Aaron Stone, Chairperson**)  
  
\_\_\_\_\_)  
Secretary, **Patrick Robins, Corporate Officer**)

**Cowichan Emergency Management Local Authority Agreement**


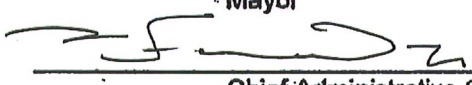
The Corporate Seal of the  
CITY OF DUNCAN  
as hereto affixed in the presence of:

  
\_\_\_\_\_  
Mayor Michelle Staples  
  
\_\_\_\_\_  
Director of Corporate Services  
Paige MacWilliam

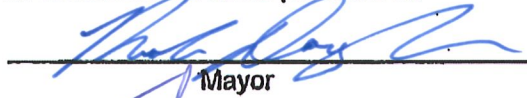
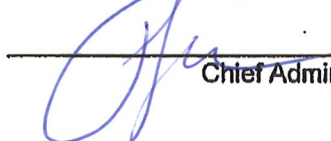
The Corporate Seal of the  
TOWN OF LADYSMITH  
as hereto affixed in the presence of:

  
\_\_\_\_\_  
Mayor Aaron Stone, Mayor  
Town of Ladysmith  
  
\_\_\_\_\_  
Manager of Corporate Services  
Matt O'Halloran, Corporate Officer  
Town of Ladysmith

The Corporate Seal of the  
TOWN OF LAKE COWICHAN  
as hereto affixed in the presence of:

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Chief Administrative Officer

The Corporate Seal of the  
CORPORATION OF THE DISTRICT OF NORTH COWICHAN  
as hereto affixed in the presence of:

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Chief Administrative Officer

***Cowichan Emergency Management Local Authority Agreement***

**SCHEDULE "A"**

**COWICHAN EMERGENCY MANAGEMENT ADVISORY COMMITTEE**

**TERMS OF REFERENCE**

**MEMBERSHIP**

1. The Advisory Committee will include:
  - (a) One CAO representative or their designate for each local authority in the Cowichan Valley Regional District so long as the designate is delegated the authority of the CAO for the purpose of this Committee;
  - (b) Such other representatives as the CVRD CAO recommends to the Board and the Board approves from time to time; and,
  - (c) The Chair of the Committee will be the CVRD CAO.

**ADMINISTRATION**

2. The Advisory Committee may meet virtually or in-person and such meetings will occur at least twice a year.
3. The CVRD's Manager of Emergency Management, and the CVRD's Manager of Emergency Operations and Planning, will attend to facilitate and support meetings, report on progress, and provide information as requested.
4. Any technical support for the committee will be provided by the Emergency Management Division of the CVRD or other CVRD staff as determined by the Chair.

**VOTING**

5. Determinations of the Advisory Committee will be made by consensus where at all possible. In the absence of consensus, the Committee shall vote with the Chair having the tie-breaking vote, if required. The Committee will not defer voting once a decision point has been reached.

**GENERAL AREAS OF ADVISORY RESPONSIBILITY**

6. The CAO Advisory Committee will provide advice to the Regional Emergency Management Organization on the following issues:
  - a) the hiring, performance evaluation, and role description of the Regional Emergency Management Organization Manager;
  - b) Emergency planning and preparedness priorities;
  - c) Training and exercise plans;
  - d) Operational and administrative policies of the Regional Emergency Management Organization;

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- e) Policies to support activation which must be enacted across all jurisdictions;
- f) First Nations engagement;
- g) Strategic direction on program areas (Emergency Support Services, preparedness programs, mitigation initiatives/programs, response programs, and recovery initiatives);
- h) Mutual aid agreements;
- i) Grant applications;
- j) Regional Emergency Management Organization financial priorities and long-term financial planning, annual budget recommendations; and,
- k) Strategies and priorities for assets, storage, fleet and EOCs/REOC locations.

### **GENERAL AREAS OUT OF SCOPE**

7. The following decisions remain the mandate of the Regional CAO or the Board:
- a) Hiring, performance reviews, promotions, and terminations of the staff of the Regional Emergency Management Organization;
  - b) Day-to-day human resource policies, procedures, and interpretation of CVRD collective agreements, where they are not related to REOC/EOC activations and are related to Regional Emergency Management Organization staff;
  - c) Approval of the Regional Emergency Management Organization annual budget;
  - d) Inclusion of new partners in the Regional Emergency Management Organization (such as First Nations) upon recommendation of this Advisory Committee; and,
  - e) Relocation of the REOC.

# **Cowichan Emergency Management Local Authority Agreement**

## **SCHEDULE "B"**

### **EOC & REOC OPERATIONAL FRAMEWORK**

The Parties mutually agree to the following EOC Operational Framework set out below:

#### **BCEMS and the Use of ICS**

The British Columbia Emergency Management System (BCEMS) is the comprehensive management standard to be used by all emergency management personnel involved in this Agreement. BCEMS has been developed provincially to ensure a coordinated and organized response for all Emergency incidents. The operational levels of BCEMS are; Incident Site, Site Support (through an Emergency Operations Centre or Regional Emergency Operations Centre), Provincial Regional Coordination (through a Provincial Regional Emergency Operations Centre (PREOC), and Provincial Central Coordination (through the Provincial Emergency Coordination Centre (PECC)).

#### **Site**

The Incident Command System (ICS) is the emergency management system to be used by all Parties to this Agreement. ICS is a standardized organization framework. This modular management system expands or contracts as the incident escalates or de-escalates. Where incident complexity warrants, principles of Unified Command will apply.

#### **Site Support**

Local Authority Emergency Operations Centres may be established for any event that involves only a single jurisdiction and is manageable within that local authority's resources.

The Regional Emergency Operations Centre may be established when one or more participating jurisdictions are affected by an Emergency or Disaster or when an incident is large or complex enough that it requires additional resources or support. The primary site for the Regional EOC will be determined according to the location, type and scale of the emergency or Disaster.

Municipal and Regional staff have been trained to manage the Emergency or Disaster response and recovery collaboratively, unless otherwise specified, or mutually agreed upon by all Parties to this Agreement affected by the situation.

### **1. Levels of Response**

#### **Criteria for Levels of Operational Response**

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

#### **Level 2 SITE SUPPORT RESPONSES**

- a) Local Authority EOC Response – (Local Emergency) – *A situation confined to one location/jurisdiction that does not affect zone-wide services, population or traffic.*

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- b) REOC Response (Regional Emergency) - *Electoral area response OR a situation affecting multiple-jurisdiction services, populations and geographical areas OR exceeds capacity of a single local authority's EOC*

### **Level 3/4 PROVINCIAL SUPPORT**

- a) PREOC Response, Provincial Regional EOC Support – (Major Disaster) – *a Vancouver Island-wide Disaster that involves widespread damages in addition to the disruption of services. A "Provincial Regional Emergency Operations Centre" will be activated and the Minister may declare a "State of Emergency".*
- b) PECC Response – Provincial Emergency Coordination Centre (Major Disaster) – *A province-wide Disaster that involves widespread damages in addition to the disruption of services, requiring additional support and resources from the Federal Government and/or other Provinces. A "Provincial Emergency Coordination Centre" is activated and the Minister may declare a "State of Emergency".*

## **2. EOC Locations**

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

An EOC would not normally be established at this level. Should basic support or coordination be required, this would be provided through the Municipal or Regional Offices or through the Emergency Duty Manager at the CVRD.

### *Local Authority EOC's (Level 2 Emergency)*

A Local Authority EOC may be activated under the following Level 2 Emergency Conditions. Local Authority staff will provide staff for Management Staff and General Staff positions wherever possible. However, the EOC may be jointly and cooperatively set-up and designated EOC Management Staff from some or all participating Parties may share management of the EOC as necessary during an Emergency or Disaster.

In all cases the REOC location may function as one alternate EOC location as necessary. The request to set up, or move the EOC to an alternate location would come from the EOC Director.

#### **(a) Localized CVRD Electoral Areas Only Emergency**

The existing facilities at the CVRD Administration Building would be utilized to establish a CVRD EOC as necessary.

#### **(b) Localized City of Duncan Emergency**

The existing facilities at the City of Duncan would be utilized to establish a City of Duncan EOC as necessary.

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### **(c) Localized Municipality of North Cowichan Emergency**

The existing facilities at the Municipality of North Cowichan would be utilized to establish a Municipality of North Cowichan EOC as necessary.

### **(d) Localized Town of Ladysmith Emergency**

The existing facilities at the Ladysmith City Hall Council Chambers would be utilized to establish a Town of Ladysmith EOC as necessary with Ladysmith Public Works as an alternate location.

### **(e) Localized Town of Lake Cowichan Emergency**

The existing facilities at the Cowichan Lake Sports Arena would be utilized to establish a Town of Lake Cowichan EOC as necessary.

### **Regional EOC (Level 2, 3 and 4 Emergency)**

A REOC will be activated under the above criteria for REOC response. The REOC Director would decide which location(s) would be most appropriate to setup the REOC. The REOC would then be jointly and cooperatively set-up and the REOC Management Staff and General Staff from all participating Parties would share management of the REOC as necessary.

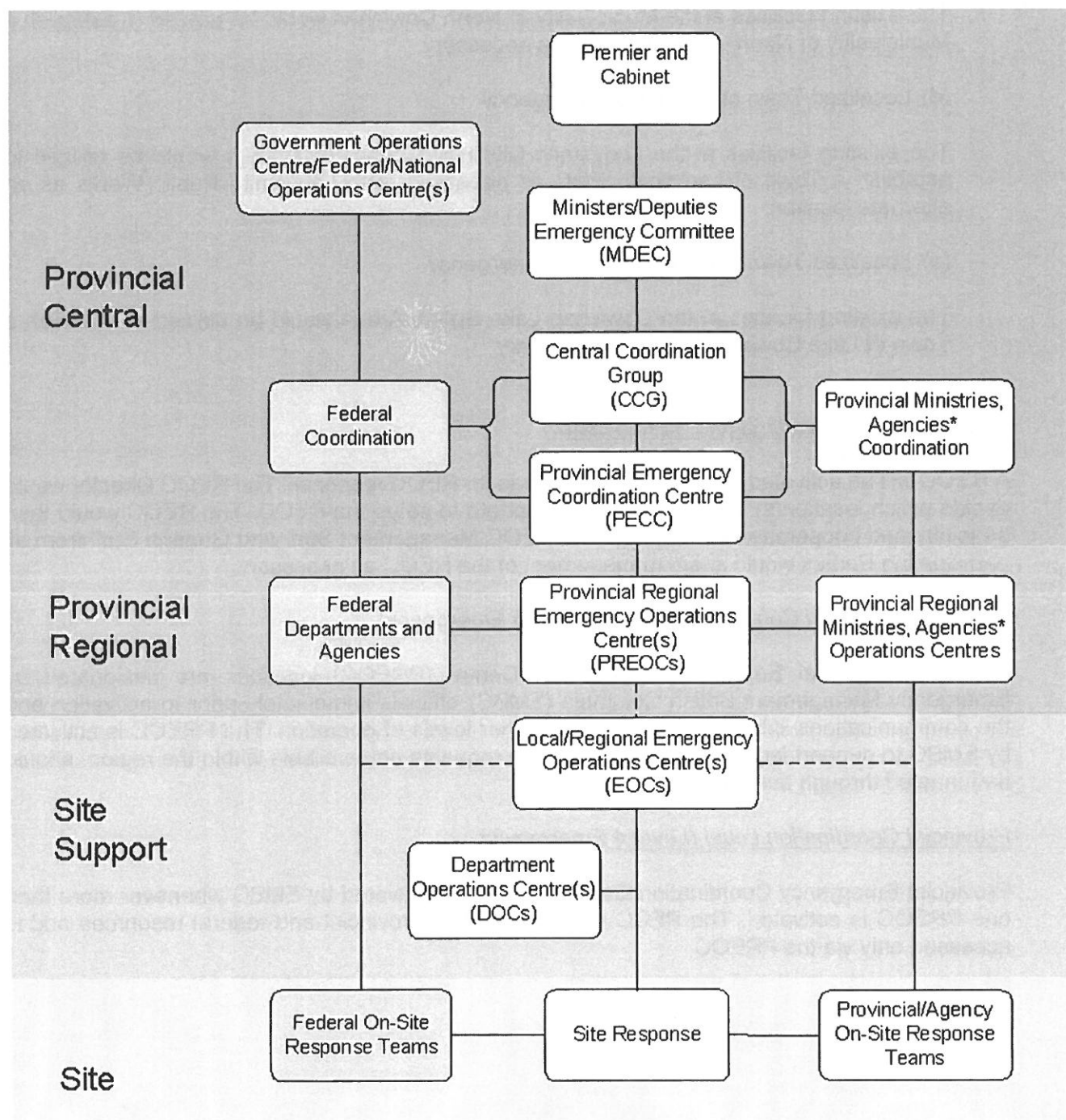
### **Provincial Regional Coordination Level (Level 3 Emergency)**

Provincial Regional Emergency Operations Centre (PREOC) locations are designated by Emergency Management British Columbia (EMBC) officials immediately prior to activation and the communications links are shared with all other levels of operation. The PREOC is activated by EMBC to support local authorities. Resource requests not available within the region, should be funneled through the PREOC.

### **Provincial Coordination Level (Level 4 Emergency)**

Provincial Emergency Coordination Centre (PECC) is activated by EMBC whenever more than one PREOC is activated. The PECC is the conduit to provincial and federal resources and is accessed only via the PREOC.

**EMERGENCY COORDINATION STRUCTURE (BCEMS)**



**Legend:**

Required Reporting



Information Sharing



Federal Integration

Local/Regional/  
Provincial  
Integration

\* Agencies = Stakeholders

**SCHEDULE "C"**

**COST REIMBURSEMENT OF SHARED RESOURCES DURING A RESPONSE**

The Parties agree to the following Cost Sharing Principles set out below:

1. Wherever feasible, the Parties will pay their own costs and seek reimbursement from the Province either through the Emergency Management British Columbia *"Financial Assistance Guide for Local Authorities and First Nations"* process or through the *"Wildfire Suppression with Local Governments Standard Operating Guideline"*.
2. A Providing Party shall be responsible for any costs incurred in connection with the gathering, movement and deployment of resources to a Requesting Party.
3. A Requesting Party shall pay to the Providing Party:
  - (a) Overtime salaries, wages and other employment expenses of any employees including, where applicable reimbursement of volunteers where 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 Requesting Party's area.
  - (b) The B.C. Road Builders & Heavy Construction Association, in partnership with the provincial Ministry of Transportation, publishes the **"Blue Book Equipment Rental Rate Guide"**. This standard is accepted by the Province and will be used to establish the value and rates of resources consumed or otherwise not returnable to the Providing Party.
3. Following cessation of an Emergency or Disaster, the Providing Party may submit an invoice to the Requesting Party for payment pursuant to paragraph 2 herein and the Requesting Party shall provide payment within thirty (30 days) of receipt of said invoice.
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 and return those resources to the Providing Party in the state of repair they were in when provided by the Providing Party to the Requesting Party.
5. The Providing Party will retain direction and control over resources provided under this Agreement for the duration of service to the Requesting Party. The Providing Party retains the right to withdraw its resources if these are needed to respond to an Emergency in the Providing Party's jurisdiction.
6. Resources provided to a Requesting Party shall be returned to a Providing Party, as soon as they are no longer needed to combat an Emergency or Disaster. Resources shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at time of acceptance.
7. Each Party hereto shall within 3 months from the date of this Agreement provide a list of major equipment resources to the Regional Emergency Management Organization for distribution to each of the other Parties.

