



REGIONAL SERVICES COMMITTEE

WEDNESDAY, JULY 27, 2011

6:00 PM / BOARD ROOM

175 INGRAM STREET

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7.	<u>ADJOURNMENT:</u>	

The next Regular meeting of Regional Services Committee is scheduled to be held on Wednesday, October 26, 2011 at 6:00 pm, in the Board Room, CVRD, 175 Ingram Street, Duncan, BC.

DISTRIBUTION:

Regional Services Committee

Director P. Kent, Chair
Director R. Hutchins, Vice-Chair
Director K. Cossey
Director M. Dorey
Director L. Duncan

Director G. Giles
Director B. Harrison
Director D. Haywood
Director T. Walker
Director L. Iannidinardo

Director K. Kuhn
Director M. Marcotte
Director T. McGonigle
Director I. Morrison
Director G. Seymour

Cowichan Valley Regional District

Warren Jones, Chief Administrative Officer Mark Kueber, General Manager, Corporate Services
Joe Barry, Corporate Secretary

(Agenda Cover Only):

Ron Austen, General Manager, Parks, Recreation & Culture
Tom Anderson, General Manager, Planning & Development
Brian Dennison, General Manager, Engineering & Environmental Services
Sybille Sanderson, Acting General Manager, Public Safety
Sharon Moss, Manager, Finance
Jacob Ellis, Manager, Corporate Planning
Kate McIntosh, Manager, Human Resources
Bob McDonald, Manager, Recycling & Waste Management
Geoff Millar, Manager, Economic Development
Brian Farquhar, Manager, Parks & Trails
Kate Miller, Manager, Regional Environmental Policy



C·V·R·D

MEETING CONDUCT

The CVRD is committed to fostering a safe, respectful, orderly environment for the public to observe its local government meetings. Adherence to following code of conduct will help us meet that commitment:

1. Respect will be shown to other members of the public, the Board and staff;
2. Individuals will refrain from disruptive behavior impeding the proceedings or other disorderly conduct;
3. Directives of the Chair will be complied with in a prompt and orderly fashion;
4. Questions and comments during delegations and question period will be made at the appropriate time.

Failure to comply with this code of conduct may result in your expulsion from this facility in accordance with Section 133 of the *Community Charter*.

Minutes of the Regular meeting of the Regional Services Committee held in the Board Room, 175 Ingram Street, Duncan, BC, on Wednesday, May 25, 2011 at 6:00 pm.

PRESENT: Chair P. Kent
Directors M. Dorey, L. Duncan, D. Haywood, R. Hutchins, L. Iannidinardo, K. Kuhn, T. McGonigle, G. Seymour and T. Walker; and Alternate Directors B. Bhandar and J. Krug

ABSENT: Directors K. Cossey, G. Giles, B. Harrison, M. Marcotte, and I. Morrison

ALSO

PRESENT: Warren Jones, Chief Administrative Officer
Joe Barry, Corporate Secretary
Sybille Sanderson, Acting General Manager, Public Safety
Geoff Millar, Manager, Economic Development
Kathy Lachman, Business Development Officer,
Economic Development
Dominique Beesley, Recording Secretary

APPROVAL OF AGENDA

It was moved and seconded that the agenda be approved.

MOTION CARRIED

ADOPTION OF MINUTES

2M1

It was moved and seconded that the minutes of the Regular meeting of the Regional Services Committee, held March 23, 2011, be adopted.

MOTION CARRIED

DELEGATION

D1

Domenico Iannidinardo, Manager of Environment and Resource Integration, TimberWest Forest Corp, provided a presentation on an overview of TimberWest's Watershed Management Program and Operating Plans for information.

STAFF REPORTS

SR1

Staff Report from the Acting General Manager, Public Safety dated May 9, 2011, regarding 911 Mount Wood Repeater Site License Agreement, was considered.

It was moved and seconded that it be recommended to the Board that the five-year agreement for the Mount Wood Repeater Site; for the period January 1, 2011 to December 31, 2015 at an annual rate of

\$1,600 plus HST, between Timberwest and the CVRD; be approved; and that the Chair and Corporate Secretary be authorized to enter into the agreement on behalf of the CVRD.

MOTION CARRIED

SR2 Staff Report from the Manager, Economic Development dated May 18, 2011, regarding Sustainable Economic Development Strategy Process, was received as information.

Pat Foster, member, Economic Development Commission; and Dale Wheeldon and Colleen Bond, Principals, EDCD Consulting; provided a PowerPoint presentation and answered questions on the Sustainable Economic Development Strategy process.

7:43 pm Director Dorey left the meeting at 7:43 pm.

SR3 Staff Report from the Corporate Secretary dated May 18, 2011, regarding Question Period Procedure Policy, was considered.

It was moved and seconded that it be recommended to the Board that the Question Period Procedure Policy, as attached to the Staff Report from the Corporate Secretary dated May 18, 2011, be approved as amended by adding the provision "Questions shall be addressed to the Chair".

MOTION CARRIED

It was moved and seconded that the Question Period Procedure Policy be referred to the member municipalities for consideration of adoption so as to create consistency in the Region.

MOTION CARRIED

SR4 Staff Report from the Chief Administrative Officer dated May 12, 2011, regarding Chair and Directors remuneration, was considered.

8:10 pm Director Seymour left the meeting at 8:10 pm.

It was moved and seconded that a Staff Report be prepared regarding Director remuneration; based on comparators, time commitments and other factors; and whether any adjustments to Directors' compensation should be considered beginning 2012.

MOTION CARRIED

ADJOURNMENT It was moved and seconded that the meeting adjourn.

8:24 pm

MOTION CARRIED

The meeting adjourned at 8:24 pm.

Chairperson

A. Beesley

Recording Secretary

Dated: _____

RECEIVED C1
C.V.R.D.



Cowichan Lake Community Forest Co-operative

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Telephone: (250)749-6320 - Facsimile: (250) 749-6321
email: clcfc@cowichanlake.ca

July 7, 2011

The Board of Directors,
Cowichan Valley Regional District,
175 Ingram Street,
Duncan, B.C., V9L 1N8

To: The Board of Directors of the Cowichan Valley Regional District,

The Cowichan Lake Community Forest Cooperative (CLCFC) and the Pacheedaht First Nations are in the process of applying for a Land-based Community Forest License Agreement. In 2007, the CLCFC and the Pacheedaht asked for your aid in a letter of support for a Community Forest License Agreement in the Cowichan Lake area. We thank you for your past assistance in this matter.

Over the years, the CLCFC has developed a first class relationship with the Pacheedaht First Nations as we log in their traditional territory. The Pacheedaht Band also performs all of our silvicultural work. We believe that this relationship is a model of how Resource Communities and First Nations can work together for the benefit of all. We encourage our Provincial Government to foster these types of joint ventures.

Another of the Cowichan Lake Community Forest Cooperative's goals is to establish a highly stable wood supply for the local sawmill at Meade Creek. To date, we have been very successful in supplying and trading logs in order to provide suitable wood for the mill; and this has created 10 full time jobs at this mill.

Other projects that we have been involved in are:

- 1) We have worked with the Royal Canadian Legion Branch #210 and the National Defense Department to ensure that a World War II plane crash site is protected with appropriate signage and a trail for those who would like to visit
- 2) We have established a Forest Workers' Memorial Park in the Town of Lake Cowichan in partnership with our local Credit Union.
- 3) And we have provided bursaries to our local Secondary School

Original: <i>file</i>	Copies to:
Board:	
Signature(s): <i>[Signature]</i>	Date: <i>July 14/11</i>
File #	

The Cowichan Lake Community Forest Cooperative's Statement of Purpose is:

- 1) To help maintain employment and community economic development in the Cowichan Lake area.
- 2) To practice forestry in a responsible and careful manner, with due consideration for the land and its environment, in harmony with the laws of the land.
- 3) To allow the Cowichan Lake area residents to become involved in the planning, care and use of their community forest lands.

Over the years we have had numerous meetings with the South Island Forest District Staff. As well, we have met on a number of occasions with the Forest Minister in regards to our application. We have also been invited to work with staff and pinpoint some areas that would provide sufficient long term volume for a highly stable Community Forest.

At this critical juncture, we again are seeking your support, in letter form, requesting the Minister to agree to our application for a Community Forest License between the CLCFC and the Pacheedaht First Nation. We believe that it is very crucial for the Cowichan Lake area to have a Land-based Community Forest License. Due to current time lines, we would appreciate your response by August 15, 2011.

The Cowichan Lake Community Forest Cooperative would like to thank you in advance for your consideration in this matter.

Sincerely yours,



Lorne Scheffer, Chair
Cowichan Lake Community Forest Cooperative

LAS/ks



SR1

STAFF REPORT

REGIONAL SERVICES COMMITTEE MEETING OF JULY 27, 2011

DATE: July 20, 2011
FROM: Jacob Ellis, Manager, Corporate Planning; Kate Lindsay, Senior Environmental Analyst; and Rob Williams, Engineering Technologist II on behalf of the Green Team
SUBJECT: CVRD Green Team 2011 Work Plan

Recommendation/Action:

For information

Relation to the Corporate Strategic Plan:

The development of a corporate employee plan to help staff "go green" was identified as a strategic action as part of the CVRD's objective to *lead by example* in achieving its goal of a Healthy Environment.

Financial Impact: *(Reviewed by Finance Division: N/A)*

No supplemental budget requests are required to implement the 2011 work plan priorities. Funds needed to complete future projects will be allocated to the area receiving the improvement, or these costs will be identified as part of the annual budget process.

Background

In September 2010, the CVRD Board adopted a strategic plan to act as a guide for future organizational direction. As part of that plan, the CVRD made a healthy environment one of six overall goals of the organization. In implementing this goal, the CVRD is not only encouraging others to be environmentally responsible, it is also leading by example in its own business practices. To help do this, a staff-led Green Team was formed with a mandate to develop a corporate employee plan to help CVRD staff "go green."

The ultimate goals of the Green Team include creating a corporate plan to help staff incorporate environmentally friendly practices into the workplace, and to lead by an example, as an organization. There are also a number of expected outcomes from the Green Team initiatives, these include:

- Promote staff awareness of current workplace practices
- Identify practical opportunities to reduce our environmental footprint
- Implement workplace improvements that are more environmentally responsible
- Develop a employee engagement plan to encourage staff to take part in these environmental initiatives

The Green Team collected over 120 'green' ideas from CVRD staff through an online survey, the Green Team StaffNet page, and advertisements within CVRD facilities.

The ideas collected from staff are captured under 8 main focus areas:

1. Transportation
2. Energy
3. Waste Reduction
4. Air Quality
5. Water
6. Local Food
7. Communications
8. Corporate Goals

The collected ideas were then discussed and prioritized, and entered into a large multi-year work plan. The Green Team identified 20 ideas to tackle in 2011, and each priority project for 2011 has been assigned to a Green Team member to champion. The list of priority projects for 2011 and the multi-year work plan are attached.

The Green Team meets monthly, and the following employees make up the CVRD Corporate Green Team:

- Jacob Ellis - Corporate Planning
- Betsy Burr - Parks, Recreation & Culture Department
- Brad Coleman - Engineering & Environmental Services Department
- Andrea Kross - Corporate Services Department
- Kate Lindsay - Engineering & Environmental Services Department
- Rachelle Moreau - Planning & Development Department
- Rob Williams - Engineering & Environmental Services Department

The Green Team will regularly report out on the progress of identified initiatives; additionally, the team would be happy to provide further information and updates as requested.

Submitted by,



Jacob Ellis, Manager
Corporate Planning



Cowichan Valley Regional District | 2011

GREEN TEAM WORK PLAN



Introduction

In September 2010, the CVRD Board adopted a strategic plan to act as a guide for future organizational direction. As part of that plan, the CVRD made a healthy environment one of six overall goals of the organization. In implementing this goal, the CVRD is not only encouraging others to be environmentally responsible, it is also leading by example in its own business practices. To help do this, a staff-led Green Team was formed with a mandate to develop a corporate employee plan to help CVRD staff “go green.”

The goal of the team is to help CVRD staff incorporate environmentally friendly practices into the workplace. The expected outcomes of this effort include:

1. the identification of practical opportunities where changes to workplace practices can reduce the CVRD’s environmental footprint;
2. the creation of development options for workplace improvements that are more environmentally responsible;
3. staff becoming more aware of the environmental impact of current workplace practices, and taking proactive steps to reduce their environmental footprint;
4. the implementation of an employee engagement plan to encourage staff to take part in environmental initiatives; and
5. the implementation of various staff-level environmental initiatives as needed.

Overview

The 2011 Green Team Work Plan has eight primary areas of focus:

1. Transportation
2. Energy
3. Waste Reduction
4. Air Quality
5. Water
6. Local Food
7. Communications
8. Corporate Goals

The Green Team has gathered many more green ideas than can be implemented immediately, so a limited number of projects have been identified as priorities for 2011. While the team has made an effort to prioritize the remaining ideas gathered from staff, the team recognizes that the best way to move forward with green initiatives is to have enthusiastic project leaders who are excited about the projects they are leading. Consequently, the Green Team invites any staff member who feels passionate about a green idea to talk to a Green Team member about leading or participating in that project (even if it has not been identified as a priority for 2011). When a staff member, with their supervisor’s support, chooses to take part in volunteering to implement a project, the Green Team will coordinate assignments to ensure orderly implementation, and act as a support resource to staff.



Priority Projects for 2011

1. Support improvements to create a better functioning public transit system.
2. Establish a corporate fleet management policy that (1) provides guidelines for vehicle purchasing that promotes hybrid, electric, fuel efficient, or biodiesel vehicles wherever possible; (2) establishes guidelines for vehicle termination/retirement; (3) provides guidelines for how staff choose a corporate vehicle when conducting CVRD business; (4) develops guidelines to help staff “right-size” vehicle purchases for a particular use; (5) supports an anti-idling policy that staff should turn engines off instead of idling when parked for longer than 10 seconds, and should warm up in motion rather than idling where feasible; (6) promotes route planning; and (7) encourages teleconferencing for meetings.
3. Improve accessibility to showers at all facilities, including Ingram Street, for staff who cycle, jog, etc. to work, i.e. flexible work schedule for showering (10-15 minute adjustments).
4. Develop a green building policy for buildings owned by the CVRD.
5. Draft a green purchasing policy for large capital purchases.
6. Look into requesting an energy audit by BC Hydro and investigate hiring an Energy Manager.
7. Measure paper use in all facilities and identify reduction opportunities.
8. Implement a fully electronic records management system.
9. Scan incoming mail and distribute electronically.
10. Email staff their paystubs.
11. Email staff their cell phone bills.
12. Audit all CVRD facilities and determine whether additional opportunities exist for recycling, composting, or reducing waste via other methods.
13. Look into using only centralized garbage cans, and explore providing compost bins on each floor at coffee stations at Ingram Street, and elsewhere.
14. Compost paper towels from bathrooms.
15. Measure corporate greenhouse gas emissions (GHG) annually.
16. Install rainwater barrels on the roofs of CVRD facilities and use collected water to flush toilets and water plants, and for other grey water uses.
17. Review the purchasing of bulk items such as coffee, sugar, and creamer to ensure we avoid individual packaging at all CVRD locations.
18. Provide a local fresh produce box delivery service for staff by partnering with local organic farms to deliver fresh seasonal produce right to the office.
19. Produce an ongoing quarterly newsletter that communicates out to the organization on the progress of green initiatives. Include a discussion of which ideas were chosen and why, provide green tips, and add a consolidated alphabetical list of tips to StaffNet.
20. Report out on energy consumption and water use for each main facility (those associated with public use). Set targets and work toward said targets.
21. Provide green education opportunities to staff.



COWICHAN VALLEY REGIONAL DISTRICT

2011 GREEN TEAM WORK PLAN

COMPLETE MULTI-YEAR WORK PLAN



TRANSPORTATION

HIGH PRIORITY

- Support improvements to create a better functioning public transit system.
- Establish a corporate fleet management policy that:
 - Provides guidelines for vehicle purchasing that promotes hybrid, electric, fuel efficient, or biodiesel vehicles wherever possible;
 - Establishes guidelines for vehicle termination/retirement;
 - Provides guidelines for how staff choose a corporate vehicle when conducting CVRD business;
 - Develops guidelines to help staff “right-size” vehicle purchases for a particular use;
 - Supports an anti-idling policy that staff should turn engines off instead of idling when parked for longer than 10 seconds, and should warm up in motion rather than idling where feasible;
 - Promotes route planning; and
 - Encourages teleconferencing for meetings.
- Develop a regular vehicle maintenance schedule for CVRD vehicles.
- Add idle-free static electricity stickers to the windshields of CVRD vehicles to encourage staff to turn engines off instead of idling when parked for longer than 10 seconds, and to warm up in motion rather than idling.
- Develop/support a green driver training program to encourage more fuel efficient driving
- Provide a mechanism for staff to match up cars and carpoolers such as a sign-up database or bulletin board on StaffNet.
- Investigate the feasibility and desirability of offering a bicycle, electric bike, or scooter purchase incentive plan to staff.
- To encourage alternative modes of transportation, consider allowing a flexible schedule if scheduling does not align perfectly with work hours.
- Provide better lock-up facilities for bicycles, scooters, etc. at non-Ingram facilities.
- Improve accessibility to showers at all facilities, including Ingram Street, for staff who cycle, jog, etc. to work, i.e. flexible work schedule for showering (10-15 minute adjustments).
- Continue to support the ‘reverse the train direction’ initiative to provide commuting options for employees who live in Nanaimo/Ladysmith.

MEDIUM PRIORITY

- Install remote tire pressure gauges to improve fuel efficiency and tire wear on CVRD vehicles.
- Look into subsidizing bus passes for staff.
- Explore opportunities where staff can work from home or satellite offices to reduce commuting.

LOW PRIORITY

- Look into purchasing electric bikes for the corporate fleet for staff to use to run local errands on CVRD business.



2011 GREEN TEAM WORK PLAN

Priority	Project	2011 Target	Project Leader/ Team	Comments
In Progress	Support improvements to create a better functioning public transit system	Completion of the 25 year transit future plan	Jim Wakeham / Jacob Ellis	This is part of the 25 year transit planning process
High	Establish a corporate fleet management policy that: <ul style="list-style-type: none"> Provides guidelines for vehicle purchasing that promotes hybrid, electric, fuel efficient, or biodiesel vehicles wherever possible; Establishes guidelines for vehicle termination/retirement; Provides guidelines for how staff choose a corporate vehicle when conducting CVRD business; Develops guidelines to help staff "right-size" vehicle purchases for a particular use; Supports an anti-idling policy that staff should turn engines off instead of idling when parked for longer than 10 seconds, and should warm up in motion rather than idling where feasible; Promotes route planning; and Encourages teleconferencing for meetings 		Kate Lindsay	
	Develop a regular vehicle maintenance schedule for CVRD vehicles			
	Add idle-free static electricity stickers to the windshields of CVRD vehicles to encourage staff to turn engines off instead of idling when parked for longer than 10 seconds, and to warm up in motion rather than idling			
	Develop/support a green driver training program to encourage more fuel efficient driving			Tips on green driving could be added to a tips guide
	Provide a mechanism for staff to match up cars and carpoolers such as a sign-up database or bulletin board on StaffNet			
	Investigate the feasibility and desirability of offering a bicycle, electric bike, or scooter purchase incentive plan to staff			Offer a payment plan deduction from paycheques for the purchase of electric bikes for staff
	To encourage alternative modes of transportation, consider allowing a flexible schedule if scheduling does not align perfectly with work hours			where it works operationally
	Provide better lock-up facilities for bicycles, scooters, etc. at non-Ingram facilities			create a designated spot
	Improve accessibility to showers at all facilities, including Ingram Street, for staff who cycle, jog, etc to work, i.e. flexible work schedule for showering (10-15 minute adjustments)			Establish guidelines for sharing & timing
	Continue to support the 'reverse the train direction' initiative to provide commuting options for employees who live in Nanaimo/Ladysmith			Already doing - how effective?
Medium	Install remote tire pressure gauges to improve fuel efficiency and tire wear on CVRD vehicles			
	Look into subsidizing bus passes for staff			Recommend a subsidy rather than free pass
	Explore opportunities where staff can work from home or satellite offices to reduce commuting			
Low	Look into purchasing electric bikes for the corporate fleet for staff to use to run local errands on CVRD business			



ENERGY USE

HIGH PRIORITY

- Develop a green building policy for buildings owned by the CVRD.
- Look into requesting an energy audit by BC Hydro and investigate hiring an Energy Manager.
- Investigate installing solar panels on CVRD facilities.
- Establish a corporate wide practice of turning off or setting defaults to hibernate computers, printers, monitors, etc. when not in use especially on weeknights, weekends, and holidays, and discourage the use of 3-D screen savers. Install occupancy/motion sensors for lights and heat in all CVRD facilities especially for bathrooms and committee rooms.
- Post signage encouraging energy efficiency in meeting rooms reminding people to turn off lights when leaving.
- Draft a green purchasing policy for large capital purchases.
- Encourage staff to:
 - Adjust blinds to deflect heat in summer, and retain heat in winter by lowering blinds at night; and
 - Adjust lighting – turn off lights when the sun shines, use minimal lights for tasks, and turn off lights when rooms are unoccupied.
- Initiate an annual “ugly sweater” week event - turn down the temperature by 2 degrees and give a prize for the ugliest sweater worn.
- Install SmartStrips in workspaces in lieu of unplugging everything.

MEDIUM PRIORITY

- Look into the building of roof-top gardens on compatible CVRD buildings.
- Re-envision work stations for more use of natural light and natural ventilation systems.
- Explore the potential for a district energy system in the Cowichan Region.

LOW PRIORITY

- Look into the feasibility of installing a second set of doors in the lobby to keep heat in (and out in summer).



Priority	Project	2011 Target	Project Leader/ Team	Comments	
In progress	Use building techniques that allow buildings to sense outside temperatures and adjust accordingly			Already do this in some areas, upgraded or new construction automatically incorporates this into the new HVAC systems	
	Upgrade facility lighting to LED and long life fluorescents			Already done in many cases	
	Develop a green building policy for buildings owned by the CVRD		Rachelle Moreau		
	Look into requesting an energy audit by BC Hydro and investigate hiring an Energy Manager		Kate Lindsay		
High	Investigate installing solar panels on CVRD facilities			There may be grants to help fund these	
	Establish a corporate wide practice of turning off or setting defaults to hibernate computers, printers, monitors, etc when not in use especially on weeknights, weekends, and holidays, and discourage the use of 3-D screen savers.			Tips guide: Hibernation on weeknights is better than turning computers off because: a. It doesn't stop nightly will prevent 3 am updates from loading, which can be large and system/time consuming. b. the spike of power when reinitializing increases wear and tear, reduces lifespan. c. rebooting takes longer time than waking from hibernation, waste of staff time. send reminder from Green Team on weekends or Christmas to turn off machines	
	Install occupancy/motion sensors for lights and heat in all CVRD facilities especially for bathrooms and committee rooms			Can likely do this through BC Hydro at little to no cost	
	Post signage encouraging energy efficiency in meeting rooms reminding people to turn off lights when leaving				
	Draft a green purchasing policy for large capital purchases		Rob Williams		
	Encourage staff to: <ul style="list-style-type: none"> o Adjust blinds to deflect heat in summer, and retain heat in winter by lowering blinds at night; and o Adjust lighting – turn off lights when the sun shines, use minimal lights for tasks, and turn off lights when rooms are unoccupied 			Employee education needed. Could be part of a policy & tips guide	
	Initiate an annual “ugly sweater” week event - turn down the temperature by 2 degrees and give a prize for the ugliest sweater worn				Could be other fun games to incorporate as well. Should be tied in with the social committee programs
	Install SmartStrips in workspaces in lieu of unplugging everything				
Medium	Look into the building of roof-top gardens on compatible CVRD buildings				
	Re-envision work stations for more use of natural light and natural ventilation systems			Perhaps install blinds lower	
	Explore the potential for a district energy system in the Cowichan Region				
Low	Look into the feasibility of installing a second set of doors in the lobby to keep heat in (and out in summer)				



WASTE REDUCTION

HIGH PRIORITY

- Measure paper use in all facilities and identify reduction opportunities.
- Establish double-sided printing as the default setting on all CVRD computers.
- Encourage staff to print/photocopy frugally – e.g., practice on-screen reading and editing habits, and use the application's print preview feature to avoid printing mistakes.
- Implement a fully electronic records management system.
- Scan incoming mail and distribute electronically.
- Email staff their paystubs.
- Email staff their cell phone bills.
- Encourage staff, whenever possible, to use digital document delivery methods such as email or fax to avoid postage, printing, ink, and paper use. For example, encourage staff to make internal referrals and applications via email.
- Cut out junk mail and encourage staff to consider reading newspapers and magazines online.
- Audit all CVRD facilities and determine whether additional opportunities exist for recycling, composting, or reducing waste via other methods.
- Ensure that the CVRD either donates or recycles all office equipment that is being retired.
- Compost paper towels from bathrooms.
- Look into using only centralized garbage cans, and explore providing compost bins on each floor at coffee stations at Ingram Street, and elsewhere (or at each workstation).
- Encourage staff to reuse file folders, envelopes, boxes, and all other office supplies for as long as possible before purchasing any new ones.
- Provide receptacles for staff to recycle batteries/light bulbs.
- Create a 'free CVRD' page on Staffnet (like free store, or used Victoria).
- Explore how staff can reduce the use of bottled water in CVRD facilities, and/or look into using plant-based bottles from companies such as Primo.
- Promote our region's water and encourage staff to drink from the tap rather than buying bottled water.
- Encourage staff to bring reusable containers when buying 'take out' food or drinks, and to keep a mug and a bowl with a lid in their cars.
- Provide reusable lunch bags and water bottles/travel mugs (with CVRD logo) for staff to purchase.
- Provide mugs, glasses & insulated drink containers (e.g. promotional) to all employees at all facilities for drinks such as coffee, water, and juice, and keep a few extra mugs around for office visitors and guests.
- Develop a green purchasing policy that encourages: (1) the use of products with a high percentage of post-consumer recycled content, reduced chemical content, and biodegradable or compostable components; (2) using suppliers with green business practices, who use less packaging material and green shipping policies; and (3) buying



local, if at all possible, to reduce the CO₂ footprint associated with the trucking and shipping of purchased goods.

- Encourage using recycled products everywhere you can around the office.
- Use refillable cleaning supplies where it is not already being done.
- Use environmentally-friendly cleaning supplies in all CVRD buildings.

MEDIUM PRIORITY

- Provide recycling receptacles for Styrofoam in all CVRD facilities.
- Look into using solar garbage cans that compress the garbage so it doesn't need to be picked up as often, reducing GHG (as done by the Town of Ladysmith).
- Look into providing composting services so employees can drop off organics from home and purchase compost.
- Explore the use of printing consolidation tools such as the free software from GreenPrint to reduce wasted and unnecessary pages.
- Explore the use of Tablets/iPads in Board and committee meetings rather than printing agendas.
- Look into setting up communal server workspaces for internal committees to share documents, drafts, etc., without having to send email, perhaps accessible to committee members only (as department/division workspaces are only accessible to their staff).
- Improve server access across all CVRD facilities, so that software, databases, and server workspaces can be shared by all CVRD employees, and working documents can be shared without having to send them out via email.

LOW PRIORITY

- Discuss the desirability of adding a line at the end of employee email signatures that encourages people to consider the environment before printing the email.
- Purchase computer software and music online and download them to avoid packaging and shipping costs and materials.



2011 GREEN TEAM WORK PLAN

Priority	Project	2011 Target	Project Leader/ Team	Comments
High	Measure paper use in all facilities and identify reduction opportunities		Rachelle Moreau	Regional Environmental Policy Division is currently tracking the CVRD's GHG emissions but is not currently tracking paper
	Establish double-sided printing as the default setting on all CVRD computers			
	Encourage staff to print/photocopy frugally – e.g., practice on-screen reading and editing habits, and use the application's print preview feature to avoid printing mistakes.			Could add to a tips guide ; Maybe post a picture of a tree or paper facts to read while waiting.
	Implement a fully electronic records management system	Present request for 2012 Budget	Andrea Kross	RM software will be a 2010 supplemental budget request;
	Scan incoming mail and distribute electronically		Andrea Kross	
	Email staff their paystubs	Determine feasibility and implement if possible.	Jacob Ellis	(casuals could provide home email addresses)
	Email cell phone bills	Completion	Jacob Ellis	
	Encourage staff ,whenever possible, to use digital document delivery methods such as email or fax to avoid postage, printing, ink, and paper use. For example, encourage staff to make internal/external referrals and applications via e-mail.			Consider solutions such as Esker and similar companies that facilitate electronic document automation.; could suggest new standard for certain correspondence to be sent electronically - formatted as a letter and attached to email - but still need a file copy printed
	Cut out junk mail and encourage staff to consider reading newspapers and magazines online			Except where required for certain things e.g., proof of bylaw advertisements for bylaw files
	Audit all CVRD facilities and determine whether additional opportunities exist for recycling, composting, or reducing waste via other methods	Conduct an audit and present a report with options	Rob Williams	
	Ensure that the CVRD either donates or recycles all office equipment that is being retired			already do - equipment is shared/sold to other CVRD facilities;
	Compost paper towels from bathrooms	Pilot at Ingram Street	Kate Lindsay	
	Look into using only centralized garbage cans, and explore providing compost bins on each floor at coffee stations at Ingram Street, and elsewhere (or at each workstation)	Pilot at Ingram Street		
	Encourage staff to reuse file folders, envelopes, boxes, and all other office supplies for as long as possible before purchasing any new ones			Add to tips guide
	Provide receptacles for staff to recycle batteries/light bulbs			
Create a 'free CVRD' page on StaffNet (like free store, or used Victoria)				



2011 GREEN TEAM WORK PLAN

Priority	Project	2011 Target	Project Leader/ Team	Comments
High	Explore how staff can reduce the use of bottled water in CVRD facilities , and/or look into using plant-based bottles from companies such as Primo			Corporate or personal? / loss of revenue for recreation facilities / more discussion needed /
	Promote our region's water and encourage staff to drink from the tap rather than buying bottled water	Educate staff on Duncan's excellent tap water, look into cancelling water tank delivery, look at installing water fountains		
	Encourage staff to bring reusable containers when buying 'take out' food or drinks, and to keep a mug and a bowl with a lid in their cars			
	Provide reusable lunch bags and water bottles/ travel mugs (with CVRD logo) for staff to purchase			
	Provide mugs, glasses & insulated drink containers (e.g. promotional) to all employees at all facilities for drinks such as coffee, water, and juice, and keep a few extra mugs around for office visitors and guests.			
	Develop a green purchasing policy that encourages: (1) using products with a high percentage of post-consumer recycled content, reduced chemical content, and biodegradable or compostable components; (2) using suppliers with green business practices, who use less packaging material and green shipping policies; and (3) buying local, if at all possible, to reduce the CO2 footprint associated with the trucking and shipping of purchased goods			
	Encourage using recycled products everywhere you can around the office			
	Use refillable cleaning supplies where it is not already being done			
	Use environmentally-friendly cleaning supplies in all CVRD buildings			Already being done in most places
Medium	Provide recycling receptacles for Styrofoam in all CVRD facilities			
	Look into using solar garbage cans that compress the garbage so it doesn't need to be picked up as often, reducing GHG (as done by the Town of Ladysmith)			Good for bus stop cans to reduce pick up frequency/ weight implications - requires new collection equipment?
	Look into providing composting services so employees can drop off organics from home and purchase compost			
	Explore the use of printing consolidation tools such as the free software from Green Print to reduce wasted and unnecessary pages			
	Explore the use of Tablets / iPads in Board and committee meetings rather than printing agendas			This is a good item for discussion / budget approval - for all staff? Or just a few for each meeting room?



2011 GREEN TEAM WORK PLAN

Priority	Project	2011 Target	Project Leader/ Team	Comments
Medium	Look into setting up communal server workspaces for internal committees to share documents, drafts, etc., without having to send email, perhaps accessible to committee members only (as department/division workspaces are only accessible to their staff).			
	Improve server access across all CVRD facilities, so that software, databases, and server workspaces can be shared by all CVRD employees, and working documents can be shared without having to send them out via email.			
Low	Discuss the desirability of adding a line at the end of employee email signatures that encourages people to consider the environment before printing the email			(Caution – it often makes the email two or more pages instead of one (especially if used in replies), so it may waste more paper than it saves – see Internet policy)
	Purchase computer software and music online and download them to avoid packaging and shipping costs and materials			Also add to tips for personal non-work related



AIR QUALITY

HIGH PRIORITY

- Measure corporate greenhouse gas emissions (GHG) annually.
- Establish a policy that promotes minimizing the use of chemicals in the work place, e.g. low VOC paints.

MEDIUM PRIORITY

- Investigate Saanich's carbon calculator to place on CVRD website / Staffnet.

LOW PRIORITY

- N/A

Priority	Project	2011 Target	Project Leader/ Team	Comments
In progress	Measure corporate greenhouse gas emissions (GHG) annually		Kate Lindsay	This is being done currently by the Regional Environmental Policy Division
High	Establish a policy that promotes minimizing the use of chemicals in the work place, e.g. low VOC paints			
Medium	Investigate Saanich's carbon calculator to place on CVRD website / Staffnet			



WATER

HIGH PRIORITY

- Install rainwater barrels on the roofs of CVRD facilities and use collected water to flush toilets and water plants, and for other grey water uses.
- Review all CVRD facilities, and where not already done, install low flow toilets and shower heads.
- Establish a policy that promotes “green” landscaping, e.g. using low water use plants and native plants at CVRD facilities, identifying areas where grass can be allowed to go brown in summer.
- Construct vegetated swales and rain gardens to clean & filter parking lot water runoff at CVRD facilities.
- Mandate discontinuing the use of gas powered leaf blowers on CVRD properties by staff or contractors.

MEDIUM PRIORITY

- N/A

LOW PRIORITY

- N/A

Priority	Project	2011 Target	Project Leader/ Team	Comments
High	Install rainwater barrels on the roofs of CVRD facilities and use collected water to flush toilets and water plants, and for other grey water uses		Rachelle Moreau	Will require some re-plumbing
	Review all CVRD facilities, and where not already done, install low flow toilets and shower heads			May require some re-plumbing
	Establish a policy that promotes “green” landscaping, e.g. using low water use plants and native plants at CVRD facilities, identifying areas where grass can be allowed to go brown in summer			
	Construct vegetated swales and rain gardens to clean & filter parking lot water runoff at CVRD facilities			
	Mandate discontinuing the use of gas powered leaf blowers on CVRD properties by staff or contractors			



LOCAL FOOD

HIGH PRIORITY

- Review the purchasing of bulk items such as coffee, sugar, and creamer to ensure we avoid individual packaging at all CVRD locations.
- Explore the creation of a local food purchasing policy.
- Provide a local fresh produce box delivery service for staff by partnering with local organic farms to deliver fresh seasonal produce right to the office.
- Promote a 100 mile diet - maybe EDC can partner with other local governments.

MEDIUM PRIORITY

- Sponsor lunchtime local food events.
- Grow fruits and vegetables at facilities instead of planting annuals or maintaining lawns.

LOW PRIORITY

- N/A

Priority	Project	2011 Target	Project Leader/ Team	Comments
High	Review the purchasing of bulk items such as coffee, sugar, and creamer to ensure we avoid individual packaging at all CVRD locations.	Complete review by year end	Betsy Burr	
	Explore the creation of a local food purchasing policy			E.g. for events, meetings, BBQs, etc
	Provide a local fresh produce box delivery service for staff by partnering with local organic farms to deliver fresh seasonal produce right to the office		Rachelle Moreau	<ul style="list-style-type: none"> • Could possibly be combined with Cowichan Green Community program • Possibly deduct the cost of a weekly share directly from pay checks?
	Promote a 100 mile diet - maybe EDC can partner with other local governments.			
Medium	Sponsor lunchtime local food events			
	Grow fruits and vegetables at facilities instead of planting annuals or maintaining lawns			This should include exploring the potential for roof top gardens, hanging baskets, etc



COMMUNICATIONS

HIGH PRIORITY

- Report out on energy consumption and water use for each main facility (those associated with public use). Set targets and work toward said targets.
- Produce an ongoing quarterly newsletter that communicates out to the organization on the progress of green initiatives. Include a discussion of which ideas were chosen and why, provide green tips, and add a consolidated alphabetical list of tips to StaffNet.
- Promote inter-departmental information sharing on green initiatives and opportunities.
- Provide green education opportunities for staff.

MEDIUM PRIORITY

- Partner with other local governments for challenges (veggie idol, paper usage, bike to work/carpool, energy savings on local Earth Hour).
- Look into partnering with other local governments to share research for ethical/ecologically friendly purchasing.

LOW PRIORITY

- N/A

Priority	Project	2011 Target	Project Leader/ Team	Comments
In progress	Report out on energy consumption and water use for each main facility (those associated with public use). Set targets and work toward said targets		Kate Lindsay	
High	Produce an ongoing quarterly newsletter that communicates out to the organization on the progress of green initiatives. Include a discussion of which ideas were chosen and why, provide green tips, and add a consolidated alphabetical list of tips to StaffNet.		Andrea Kross / Green Team	
	Promote inter-departmental information sharing on green initiatives and opportunities			
	Provide green education opportunities for staff			This could be a good long term programming opportunity – show films, invite speakers
Medium	Partner with other local governments for challenges (veggie idol, paper usage, bike to work/carpool, energy savings on local Earth Hour)			
	Look into partnering with other local governments to share research for ethical/ecologically friendly purchasing			



CORPORATE GOALS

HIGH PRIORITY

- Seek out, research, and apply for grants/funding for green ideas, and facilitate implementation of funded projects.
- Identify existing positive energy/environmental management projects in place at various CVRD sites, and expand these to all CVRD facilities, e.g., occupancy sensors for lighting and heating in seldom-used rooms at the Island Savings Centre or vegetated swales and rain gardens to clean & filter parking lot water runoff at Cowichan Lake Sports Arena.

MEDIUM PRIORITY

- Adopt the goal of being awarded as one of Canada's Greenest Employers.
- Explore obtaining an Environmental Management System certificate.

LOW PRIORITY

- N/A

Priority	Project	2011 Target	Project Leader/ Team	Comments
High	Seek out, research, and apply for grants / funding for green ideas, and facilitate implementation of funded projects			
	Identify existing positive energy/ environmental management projects in place at various CVRD sites, and expand these to all CVRD facilities, e.g., occupancy sensors for lighting and heating in seldom-used rooms at the Island Savings Centre or vegetated swales and rain gardens to clean & filter parking lot water runoff at Cowichan Lake Sports Arena			Could be one of the tasks of an energy manager.
Medium	Adopt the goal of being awarded as one of Canada's Greenest Employers			
	Explore obtaining an Environmental Management System certificate			

2011 Green Team

Andrea Kross - Corporate Services Department
Betsy Burr - Parks, Recreation & Culture Department
Brad Coleman - Engineering & Environmental Services Department
Jacob Ellis - Corporate Planning
Kate Lindsay - Engineering & Environmental Services Department
Rachelle Moreau - Planning & Development Department
Rob Williams - Engineering & Environmental Services Department



SR2

STAFF REPORT

REGIONAL SERVICES COMMITTEE
27 JULY 2011

DATE: 13 July 2011 FILE No: 0540-20-RSC/07
FROM: S. Sanderson, Acting General Manager BYLAW No:
Public Safety
SUBJECT: 911 Partnership Agreement

Recommendations:

That it be recommended to the Board:

1. That the Parties support the Guiding Principle to work together to provide 911 Service in each of their respective jurisdictions with the eventual goal of the Parties to fund 911 Service entirely through a call answer levy (CAL) placed on all telephone subscribers within the service areas;
2. That until such time as the CAL is sufficient to provide all funding necessary for the 911 Service, that any shortfall will be made up by the Parties on the basis of population in accordance with Schedule 'A' of the "911 Partnership Agreement" and
3. That the "911 Partnership Agreement" between the Regional District of Nanaimo, the Cowichan Valley Regional District and the City of Nanaimo be approved for a period of five years expiring on December 31, 2015 and that the Chair and Corporate Secretary be authorized to enter into the agreement on behalf of the CVRD.

Relation to the Corporate Strategic Plan:

The provision of 911 services supports the goals of the Corporate Strategic Plan to provide a safe and healthy community.

Financial Impact: (Reviewed by Finance Division *SEN*)

The costs associated with this agreement are incorporated within the approved 2011 Emergency 911 budget.

Background:

The initial agreement between the 911 partners spanned the five year period of 1 January 2004 to 31 December 2008.

Since its lapse, the partners have been meeting regularly to refine and update the agreement which now includes the guiding principles the partners wish to pursue to eventually fund the 911 Service through a call answer levy. (At its 10 November 2010 meeting, the Board approved CVRD Bylaw # 3436 to establish a call answer levy.)

The attached agreement has been reviewed by the partners and their legal representative of Staples McDannold Stewart.

Submitted by,



Sybille Sanderson
Acting General Manager
Public Safety

Attachment: 911 Partnership Agreement

/bw

911 PARTNERSHIP AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2011.

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT

175 Ingram Street
Duncan, BC
V9L 1N8

(the "CVRD")

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(the "RDN")

AND:

THE CITY OF NANAIMO

455 Wallace Street
Nanaimo, B.C.
V9R 5J6

(the "City")

WHEREAS the CVRD, the RDN and the City wish to participate in the construction, operation and funding of a 911 Service to be known as the Central Island 911 Service.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and agreeing to be legally bound thereby, the CVRD, the RDN and the City hereby covenant and agree as follows:

ARTICLE 1 - INTRODUCTION

1.1 Purpose

The purpose of this agreement is to define the rights and obligations of the CVRD, the RDN and the City with respect to the construction, operation and funding of the Central Island 911 Service.

1.2 Guiding Principles

It is acknowledged and agreed that the Parties intend to work together cooperatively to provide 911 Service in each of their respective jurisdictions. The eventual goal of the Parties is to fund 911 Service entirely through a call answer levy (CAL) placed on all telephone subscribers within the service areas. Until such time as the CAL is sufficient to provide all funding necessary for 911 Service, any shortfall will be made up by the Parties in accordance with the cost sharing formula in Schedule "A". Any annual surplus will be placed by the Parties into a 911 Service reserve fund, and if the Parties agree to issue a refund from the reserve fund, such refund shall be distributed among the Parties in accordance with the cost sharing formula in Schedule "A", as applicable to the year in which the refund is made.

1.3 Cooperation

The CVRD, the RDN and the City shall cooperate and use their best efforts to ensure the most expeditious implementation of the provisions of this agreement and shall in good faith undertake to resolve any disputes that may arise between them in an equitable and timely manner and in accordance with the provisions hereof.

1.4 Schedules

The following schedules are attached to and made part of this agreement:

- Schedule A – Cost Sharing Formulas
- Schedule B – MOU Between the City of Nanaimo and the International Association of Firefighters, Local 905 – Dispatch Centre Merger
- Schedule C – Staffing Agreement

1.5 Term

The Term of this agreement shall be five (5) years from the Commencement Date unless terminated earlier pursuant to the provisions hereof.

1.6 Area

The Central Island 911 Service will serve the area within the boundaries of the CVRD, the City and those parts of the RDN included within the boundaries of School District No. 68.

ARTICLE 2 - DEFINITIONS

In this agreement, the words and expressions set out below shall have the following meanings unless the context requires otherwise:

“911 Service” means a call answer centre operated for receiving, transferring and/or dispatch of emergency services;

“Budget” means the amounts approved to cover operating and capital costs for providing the 911 Service each year in accordance with Article 5.2

“Central Island 911 Service Area” means the area described in Article 1.5;

“City” means the City of Nanaimo;

“Commencement Date” means January 1, 2011;

“Contract Interest Rate” means the per annum rate of interest declared from time to time by the Royal Bank of Canada as its reference rate for Canadian dollar loans to its most credit worthy customers in Canada;

“Cost Sharing Formula” means the formula for the allocation of the share of each Party in the costs of the 911 Service set out in Schedule A – Cost Sharing Formula, attached to this Agreement;

“CVRD” means the Cowichan Valley Regional District;

“Dispute Resolution Committee” means the panel referred to in Article 11.1;

“Emergency Services” means police, fire and ambulance services and all other agencies that may attend to an emergency within the Central Island 911 Service area;

“Equipment” means the electronic equipment, apparatus, furniture and other material installed in and used for the purposes of the 911 Service in the Facility;

“Facility” means the building where the City locates the Equipment and operates the 911 Service;

“Management Committee” means the committee established under Article 5;

“Operational Policies” means the policies created by the Management Committee from time to time;

“Parties” means the CVRD, the RDN and the City;

“Repeater Network” means the repeater sites separately owned and maintained by each of the Parties;

“RDN” means the Regional District of Nanaimo;

“Schedule” means a schedule attached to this Agreement;

“Telephone Numbers” include telephone numbers serviced by landlines and wireless telephones;

“Uncontrollable Circumstances” means an event or condition beyond the reasonable or prudent control of a Party (the “Affected Party”) whose performance of any of that Party’s obligations under this Agreement are affected by the event or condition, which

- a) interferes with, interrupts or causes the failure of the operation of the 911 Service, or
- b) has or may reasonably be expected to have a material adverse effect on the Facility or the Equipment or the operation, ownership, maintenance or possession of the Facility or the Equipment,

and, without affecting the generality of the foregoing, includes the following:

- c) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of the public enemy or of terrorism, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or a strike, lockout, or similar industrial or labour action, or sabotage; provided that, in the event of a strike, the City shall take reasonable steps to have the 911 Service declared an essential service under the Labour Relations Code or other similar legislation;
- d) the order or judgment of any governmental authority, including without limitation any material modification or change in interpretation of any order or judgment, if it is not also the result of a lack of reasonable diligence by the Affected Party, provided that the contesting in good faith of any such order or judgment shall not constitute or be construed as a wilful or negligent action or a lack of reasonable diligence of such party;
- e) the adoption, promulgation, issuance, material modification or change in interpretation, after the Commencement Date, of any federal, provincial or local law, regulation, rule, requirement, ordinance or applicable industry codes, specifications or standards unless that law, regulation, rule, requirement, ordinance, code, specification or standard was, on or prior to the Commencement Date, duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, provincial or local government body, administrative agency or governmental official having jurisdiction;

- f) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the maintenance or operation of the Facility or Equipment;
- g) any other event or condition not specified herein but of a nature generally similar to any of the events or conditions described in paragraphs (c) to (f), inclusive, of this definition (Uncontrollable Circumstances) and which has or may reasonably be expected to have a material adverse effect on the Facility or Equipment or the operation, ownership, maintenance or possession of the Facility if that event or condition is beyond the reasonable or prudent control of the Affected Party; and

in the occurrence of any such event or condition, an affected Party shall not be required to observe a higher standard of conduct than that required by the usual and customary standards of the industry or other field of activity in question as a condition to claiming the existence of an Uncontrollable Circumstance.

ARTICLE 3 - RIGHTS AND OBLIGATIONS – COMMITMENTS AND REPRESENTATIVES

3.1 Commitment to Use the Service

During the term of this agreement, the CVRD, the RDN and the City agree to use the 911 Service and not to use any other similar service directly or indirectly.

3.2 Commitment to Pay

The CVRD, RDN and the City shall share the costs of all capital and operating expenses incurred in relation to the 911 Service in accordance with the Cost Sharing Formula.

3.3 Cost Recovery

The parties agree that until funding for the 911 Service is obtained entirely from a Call Answer Levy (CAL) placed on all telephone subscribers in the 911 Service Area, the required net revenue will be contributed by the Parties on a pro-rata basis according to their respective populations as determined from time to time by Statistics Canada's national census, as more particularly described in Schedule "A".

3.4 Appointment of Representative

- (1) The CVRD, the RDN and the City shall each appoint one representative, who shall not be an elected official of the CVRD, the RDN or the City, to the Management Committee referred to in Article 5. All the expenses of the representatives shall be paid for by their respective Party unless the Parties otherwise agree.

- (2) The CVRD and the RDN shall inform their Emergency Services personnel of the name of their Management Committee representative and direct that all complaints, concerns or other matters relating to the 911 Service be conveyed to their own representative who may refer the matter to the City or to the Management Committee.

ARTICLE 4 - RIGHTS AND OBLIGATIONS – OWNERSHIP, OPERATION, AUDIT AND ACCESS

4.1 Ownership of the Facility and Equipment

- (1) The City shall control and supply the Facility and the Parties shall be the owners of the Equipment for the duration of this Agreement, unless the Parties agree otherwise.
- (2) Upon the expiration or termination of this Agreement, the respective ownership shares of the Parties in the Equipment shall be calculated on the basis of their share of the costs of the 911 Service in the last year of the Term according to the Cost Sharing Formula.

4.2 Operation and Management of the Facility, Equipment and the 911 Service

During the term of this agreement, the City shall, subject to the terms of this agreement,

- (a) be fully responsible for the operation and supervision of the 911 Service Staff and the Facility and Equipment in accordance with the terms of this Agreement, including the administration of Schedule B - Staffing;
- (b) provide the Facility and all labour, and obtain and install the Equipment necessary to operate the 911 Service and use all reasonable efforts to maintain, repair and replace all Equipment as necessary to ensure continued compliance with the Operational Policies and all other obligations as set out in this Agreement;
- (c) use its best efforts to ensure a harmonious and cooperative working relationship with the Parties and all Emergency Services;
- (d) manage and operate the Facility and Equipment so as to ensure the reasonable safety of persons in, on or around the Facility and Equipment;
- (e) maintain the Facility and Equipment in a good, clean and orderly condition at all times; and
- (f) operate the Facility and Equipment and the 911 Service in a manner that will not violate any federal, provincial or local law, rule, regulation, bylaw, permit or license. The City shall not be deemed to have breached this obligation if it is in good faith contesting the validity or application of any such law or regulation or diligently attempting to comply therewith.

4.3 Ownership, Operation and Management of the Repeater Networks

- (1) Each party shall be responsible for ensuring their respective repeater network is fully narrow-band compliant (RS119 – Issue 5) and in good repair prior to commencement of this agreement.
- (2) All costs associated with repeater site licenses, lease agreements and repeater equipment will be shared by the Parties in accordance with the cost sharing formula in Schedule “A”.

4.4 The City’s Information Systems

- (1) The City shall, on and after the Commencement Date, establish and maintain a financial information system to provide storage and ready retrieval of the 911 Service, Facility and Equipment operating data.
- (2) Upon request by the CVRD or the RDN, the City shall provide the CVRD or the RDN with copies of the City’s records in order to permit the CVRD or the RDN to verify the accuracy of the billings by the City and compliance with the Operational Policies.

4.5 Form of Data

- (1) The records maintained by the City shall present the operating data of the 911 Service, Facility and Equipment in a form reasonably acceptable to the CVRD and the RDN.
- (2) Additional information shall be provided by the City, as appropriate and as agreed upon by all Parties to this Agreement during the term of this agreement.

4.6 Verification of Audit Procedures

- (1) All books, records, documents and accounting procedures and practices of the City relevant to the 911 Service are subject to examination by the CVRD and the RDN and the City shall provide them as reasonably requested by the CVRD and the RDN.
- (2) At the reasonable request of either or both the CVRD or the RDN, the City shall verify and substantiate any such information, records and invoices by the certification of an independent auditor acceptable to the CVRD and the RDN.
- (3) The Parties shall share the expenses incurred for an independent audit in accordance with the Cost Sharing Formula.

4.7 Access to the Facility and Equipment

The City shall not be obligated to permit access to the Facility and Equipment other than to duly authorized representatives of the CVRD and the RDN whose authority shall be verified in writing to the City.

ARTICLE 5 - DECISION MAKING

5.1 Management Committee

The parties agree to establish a Management Committee.

5.2 Composition, Procedures and Responsibilities

The Management Committee shall

- (a) be made up of the three representatives appointed pursuant to Article 3.3. Each representative shall have one vote. Each representative shall, whenever possible, obtain authority to act on behalf of the party he or she represents at least one day prior to the meeting at which a matter is to be considered. A decision upon a matter shall not be delayed more than 30 days (unless it is agreed by all the parties) to enable a representative to obtain the necessary authority;
- (b) by a unanimous vote establish a set of procedural rules that take into account the provisions of this agreement, the *Local Government Act* and the *Community Charter*;
- (c) by a unanimous vote establish Budget guidelines which shall identify which costs shall be included in the annual budget and whether a particular item will be categorized as operating or capital. The Budget guidelines shall take into consideration the classification of expenses typically used by the City so as to avoid unnecessary accounting and reconciliation of costs for the service.
- (d) by a unanimous vote establish a provisional budget each year on or before November 1st and an annual Budget on or before January 31 of the following year.
- (e) upon approval of a final annual Budget, the City representative shall forward a copy of the approved Budget showing a summary of the items approved and costs recoverable from each of the Parties, to each of the CVRD and the RDN.
- (f) not, except by unanimous vote, alter the level of the 911 Service or otherwise change the Facility and the Equipment in a way that increases or decreases the budget by more than 10% from one year to the next, save and except if an increase greater than 10% is due to wage and benefit increases payable to those persons employed by the City of

Nanaimo to operate the Facility and the Equipment and provide the 911 Service; and

- (g) have the power to appoint subcommittees to assist in the carrying out of the terms of this Agreement.

5.3 In the event that a unanimous vote is required under this Article, and the Management Committee representatives are unable to reach a unanimous agreement after two meetings of the Management Committee have considered and voted on the matter, the matter shall be referred to the Dispute Resolution Committee under Article 11 and if required, the arbitration process under Article 12.

ARTICLE 6 - COST SHARING FORMULA

6.1 The costs of the 911 Service after the Commencement Date shall be paid by each of the Parties in accordance with the Cost Sharing Formula outlined in Schedule A.

6.2 The allocation of the costs to each of the Parties may be changed by the agreement of all the Parties. If one or more of the Parties wishes to change the allocation of the costs, that Party shall give 60 days' notice in writing of its intention to introduce a motion for consideration by the Management Committee.

6.3 If a claim is brought against the City arising out of the operation of the Facility, the Equipment and/or the 911 Service, the cost of defending and paying such claim and the cost of any increase in the deductible and/or premium payable by the City for insurance shall be a cost of the 911 Service, except where the claim is determined to be as a result of the gross negligence or willful misconduct of the City.

6.4 The CVRD and RDN shall pay the City their respective shares of the costs within 30 days of receipt of the statement for the monthly billing period from the City.

6.5 All overdue amounts payable by the CVRD and the RDN to the City under this Agreement shall bear interest at the contract interest rate plus three percent (3%) calculated from the 15th day after the day on which payment to the City by the CVRD and the RDN is due under Article 6.4 herein.

ARTICLE 7 – FACILITY AND EQUIPMENT MAINTENANCE

7.1 Alterations to the Service

The Parties recognize that alterations to the 911 Service, the Equipment and the facility may be required from time to time. Except where required by law under Article 7.2, the City shall not be obligated to make any alterations before the

CVRD, the RDN and the City have all negotiated and settled in writing all adjustments required, in their reasonable opinion, to be made to the Operational Policies, the costs of the 911 Service, the allocation of the costs of the 911 Service, and to all other aspects of the operation of the 911 Service, the Equipment and the facility that may result from the proposed alterations.

7.2 Alterations Required by Law

If any alterations, to the 911 Service, are required to be made by law, the City shall use all reasonable efforts to make them. Upon the completion of such alterations, the costs of all aspects of the operation of the 911 Service, the Equipment and the Facility that may be affected by the alteration shall be adjusted to fully compensate the City for the CVRD's and the RDN's share of all additional costs incurred thereby despite Article 5.1(g)

7.3 Cost Records

If any alterations are made to the 911 Service, the Equipment or the Facility, the City shall maintain records for all the costs incurred for the alterations and shall keep such records in accordance with normal business practices and with generally acceptable accounting principles and methods. These records shall be available for inspection by the CVRD and the RDN.

7.4 Damage or Destruction

- (1) The City shall notify the CVRD and the RDN immediately of any damage to or destruction of the facility or the Equipment or interruption of the 911 Service.
- (2) If any damage to or destruction of the facility or the Equipment occurs, the City shall undertake the repair, restoration or rebuilding of the Facility or the Equipment or any part thereof to the same specifications as existed prior to the event causing the need for repair, restoration or rebuilding, together with any temporary repairs and any other measures to protect and operate the Facility, the Equipment and the 911 Service pending completion of the work, except as may be otherwise required by law or as may be otherwise approved by the CVRD and the RDN.
- (3) The City shall diligently pursue the repair, restoration or rebuilding to completion regardless of whether there are sufficient insurance proceeds available to cover the costs thereof.
- (4) If the event causing the need for the repair, restoration or rebuilding is covered by insurance but the insurance proceeds are insufficient to cover the costs, the CVRD, the RDN and the City shall share all costs of repair, restoration or rebuilding in excess of the amount of the insurance proceeds in the same manner as the Cost Sharing Formula.

- (5) If the event causing the need for the repair, restoration or rebuilding is not covered by insurance, the CVRD, the RDN and the City shall share all costs of repair, restoration or rebuilding in excess of the amount of the insurance proceeds in the same manner as the Cost Sharing Formula.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

8.1 Insurance

- (1) All insurance required in this article shall be taken out and maintained with responsible insurance companies, qualified and authorized under the laws of British Columbia to provide such insurance in British Columbia, to be selected by the City and approved by the CVRD and the RDN.
- (2) The City will give on demand to the CVRD and the RDN, copies of the policies evidencing all such insurance or a certificate or certificates of the insurers stating that such insurance is in force and effect at all times during the period of this Agreement.
- (3) Each policy and each certificate shall contain a provision that the insurer shall not cancel coverage or refuse to renew the policy or reduce or limit the scope of limits of coverage thereunder without giving notice to the CVRD and to the RDN at least 30 days before the cancellation, non-renewal or change becomes effective.
- (4) If there is any additional cost to the City, the CVRD or the RDN with respect to the insurance requirements herein, the costs may be submitted to and included in the Budget for the 911 Service to be cost shared in accordance with the Cost Sharing Formula.

8.2 No Insurance Available

If the City is unable to obtain or maintain any of the insurance required herein or the cost of any such insurance is unreasonable in the opinion of the CVRD, the RDN and the City, the City may modify such insurance in accordance with the provisions of Article 8.4.

8.3 Insurance Evaluation

- (1) The City, the CVRD and the RDN shall set insurance policy limits based on insurance commercially available.
- (2) If the CVRD, the RDN and the City cannot agree upon policy limits, or the commercial availability of insurance or the cost of any such insurance is unreasonable in the opinion of the City, the issue shall be submitted to an independent insurance evaluator selected by the CVRD, the RDN and the City for resolution.

- (3) The costs of the insurance evaluator shall be an operating expense of the 911 Service.

8.4 Recommendation of Insurance Evaluator

- (1) The insurance evaluator shall make a recommendation to the Parties regarding insurance coverage commercially available and the level of policy coverage only, unless jointly requested to make recommendations on additional issues by the CVRD, the RDN and the City.
- (2) The recommendation of the insurance evaluator shall be binding on the parties and shall be implemented by the City as soon as practicable.
- (3) At no point during the term of this Agreement shall policy limits be less than any statutory liability limit for the CVRD, the RDN and the City.

8.5 Indemnity

- (1) Each Party shall release and indemnify the other Parties, their officers, employees, agents or contractors for any claims brought against the other Parties arising out of the acts or omissions of the Party giving the release and indemnity, except with respect to negligence or gross negligence.
- (2) Each Party shall obtain and maintain throughout the term of this agreement comprehensive liability insurance in the minimum amount of \$5,000,000 for the purposes of satisfying this indemnity.
- (3) The CVRD, the RDN and the City respectively shall add the other Parties to their policy of insurance with the Municipal Insurance Association (MIA), or any other entity which might replace the MIA and provide liability insurance coverage to a Party to protect the parties against risks arising in connection with the operation of the Facility, the Equipment and the 911 Service.

ARTICLE 9 - EVENTS OF DEFAULT

9.1 Events of Default by the CVRD or the RDN

The persistent or repeated failure or refusal by the CVRD or the RDN to carry out any one or more of their obligations under Articles 3 and 6 or to not substantially fulfill any of their other obligations under this agreement for reasons other than Uncontrollable Circumstances, shall constitute an Event of Default.

9.2 Events of Default by the City

The following constitute Events of Default by the City:

- (a) The persistent or repeated failure or refusal by the City to operate, repair or maintain the Equipment, the facility or the 911 Service or to substantially fulfill any of its obligations under this agreement due to circumstances other than Uncontrollable Circumstances.
- (b) The failure of the 911 Service to meet the Operational Policies set forth in this agreement for any consecutive period of 15 days, except due to Uncontrollable Circumstances.
- (c) The failure of the City to maintain the insurance coverage required by Article 8 and as periodically reviewed and agreed to by the parties on the 30th day following written notice of such failure to the City given by the CVRD or the RDN.

ARTICLE 10 - REMEDIES

If there is an Event of Default under Article 9, the Party not in default may, if the default has not been cured or commenced to be cured within 21 days after notice in writing has been given by the Party not in default to the Party in default, refer the default to the Dispute Resolution Committee for resolution under Article 11, before proceeding to Arbitration under Article 12.

ARTICLE 11 - DISPUTE RESOLUTION

11.1 Dispute Resolution Committee

If a dispute in respect of any interpretation of this agreement arises between the CVRD, the RDN and the City, or a matter is not resolved under Article 5, the parties shall refer the matter to the Dispute Resolution Committee, which shall consist of their respective chief administrative officers or their designates. The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute, unless specifically excepted elsewhere, arising under this agreement so as not to impair progress in the implementation of the provisions of this Agreement.

11.2 Attempt to Settle

The CVRD, the RDN and the City shall attempt to settle any dispute arising under this agreement in good faith without referring the matter to the Dispute Resolution Committee. If the CVRD, the RDN and the City cannot resolve any dispute, they shall jointly notify the members of the Dispute Resolution Committee of the nature of the dispute. The Dispute Resolution Committee shall convene within two business days of such notice to consider and resolve the dispute.

11.3 Proceedings

All proceedings before the Dispute Resolution Committee shall be informal. When a dispute is under consideration by the Dispute Resolution Committee, the Dispute Resolution Committee shall determine the manner in which the Parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved. No formal rules of evidence shall apply to proceedings of the Dispute Resolution Committee, however, established legal procedure and evidentiary rules may be used as a guide in conducting the proceeding. Proceedings of the Dispute Resolution Committee shall not be open to the public.

11.4 Discovery

The CVRD, the RDN and the City shall have the right of discovery regarding any matter, not privileged by law, which is relevant to a dispute referred to the Dispute Resolution Committee. The methods of discovery shall include all recognized methods of discovery for Civil Court actions. Disagreements between the CVRD, the RDN and the City regarding the nature or extent of discovery shall be submitted to the Dispute Resolution Committee pursuant to this Article 11.4.

11.5 Decision

The Dispute Resolution Committee shall render a written decision to the parties as soon as possible after the conclusion of its proceedings; however, the Dispute Resolution Committee shall not be required to provide reasons for its decision. The Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the reasonable costs of resolving any particular dispute. Any decision of the Dispute Resolution Committee may be submitted by any of the parties to binding arbitration as provided for in Article 12.

ARTICLE 12 - ARBITRATION

All disputes arising out of or in connection with this Agreement not resolved by the Dispute Resolution Committee, or in respect of any defined legal relationship associated therewith or derived therefrom, may be referred to and finally resolved by a sole arbitrator under the rules of the British Columbia International Commercial Arbitration Centre, which shall appoint the arbitrator and administer the case in accordance with its "Procedures for Cases under the BCICAC Rules". The place of arbitration shall be Nanaimo, British Columbia, Canada.

ARTICLE 13 - TERMINATION

13.1 Termination

The CVRD, the RDN and the City may terminate this Agreement at any time by the giving of not less than two years' notice to the others of its intention to do so.

ARTICLE 14 – GENERAL PROVISIONS

14.1 Means of Giving Notice

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile, telegram or may be mailed by first class prepaid registered mail to the addresses set forth below. Any notice delivered, or sent by facsimile, shall be deemed to have been given and received, at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of three business days after it is posted, addressed as follows:

To the CVRD:

175 Ingram Street
Duncan, British Columbia
V9L 1N8

Attention: General Manager, Public Safety

To the RDN:

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

Attention: General Manager, Finance & Information Services

To the City:

455 Wallace Street
Nanaimo, B.C.
V9R 5J6

Attention: Director of Legislative Services

or to such other address or addresses or individuals as may from time to time be provided in writing by the Parties hereto. If there shall be, between the time of mailing and the actual receipt of a notice, a mail strike, slowdown or other labour dispute that might affect the delivery of that notice by the mails, then the notice shall only be effective if actually received by the person to whom it was mailed.

14.2 Assignment

The Parties shall not assign their interest in this agreement or any part thereof except to an assignee

- (a) approved by the remaining Parties, which approval will not be unreasonably withheld, and

- (b) who agrees to assume the obligations of the assignor hereunder.

14.3 Independent Contractor

- (1) For the purposes of this agreement, the City shall be deemed to be an independent contractor and not an employee or agent of the CVRD and the RDN.
- (2) Any and all agents, servants or employees of the City or other persons, while engaged in the performance of any work or services required to be performed by the City under this agreement, shall not be considered employees of the CVRD and the RDN.
- (3) Any and all claims that may or might arise on behalf of the CVRD and the RDN, their agents, servants or employees, as a consequence of any act or omission on the part of the City, its agents, servants, employees or other persons shall not be the obligation or responsibility of the CVRD and the RDN.
- (4) The City, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of the CVRD and the RDN employees except as otherwise may be stated in this Agreement.

14.4 Alteration

Any alteration, variation, modification or waiver of any provisions of this Agreement shall be valid only if in writing and duly signed by all of the Parties.

14.5 Waiver

- (1) The waiver of any of the rights or remedies arising under the terms of this Agreement on any one occasion by any Party shall not constitute a waiver of any rights or remedies in respect of any subsequent breach or default of the terms of this Agreement.
- (2) The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

14.6 Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, that holding shall not affect the remaining portions of this Agreement.

14.7 Governing Law

This agreement shall be interpreted and construed according to the laws of British Columbia.

14.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives as follows:

The Corporate Seal of the
REGIONAL DISTRICT OF NANAIMO
as hereto affixed in the presence of:

Chairperson

Senior Manager Corporate Administration

)
)
)
)
)
)

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

Mayor

Director of Legislative Services

)
)
)
)
)
)

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

Chair

Corporate Secretary

)
)
)
)
)
)

SCHEDULE A

CENTRAL ISLAND 911 AGREEMENT COST SHARING FORMULA

Net operating costs if any shall be shared on the basis of the populations of the jurisdictions of the Parties.

The population figures for each year will be based on the most recent data provided by Statistics Canada's national census.

For 2011 the population figures and share of costs, by jurisdiction, are:

Jurisdiction	Population 2006	Percent
CVRD	78,471	45%
RDN	17,528	10%
City	78,692	<u>45%</u>
TOTAL	174,691	100%

Schedule " B "

MEMORANDUM OF AGREEMENT

BETWEEN:

The City of Nanaimo

International Association of Firefighters, Local 905

[Dispatch Centre Merger]

1. The Parties herein agree to the terms of this Memorandum as constituting full settlement of the terms and conditions of employment for all Cowichan Valley Regional District (CVRD) permanent employees who work as fire dispatchers and who are expected to be transferred to the City of Nanaimo on the proposed start-up date of 2004-JULY-02.
2. This Memorandum shall be attached to and form part of the Collective Agreement between the City of Nanaimo and International Association of Firefighters, Local 905 and shall set out the terms and conditions of employment for fire dispatch employees affected by this merger.
3. All previous permanent fire dispatch employees of the Cowichan Valley Regional District (CVRD) who become fire dispatch employees of the City of Nanaimo, effective 2004-JULY-02, shall be entitled to all rights and responsibilities of the Collective Agreement between the Parties subject to the following exceptions:

(a) Seniority

All permanent CVRD transfer employees on the attached list will be fully integrated with SCHEDULE "E" - Seniority List in the IAFF-City of Nanaimo Collective Agreement, recognizing the seniority date with the Cowichan Valley Regional District (CVRD).

(b) Relief Dispatcher

The Current CON (City of Nanaimo) Relief Dispatcher, Ms. Leah Robinson, will be scheduled shifts based on a minimum of 1638 hours per year (¾ time) and she will be entitled to health benefits, prorated vacation and sick leave.

(c) Transfers

Transfer provisions in Article 15.1 – Vacancies, will not apply to previous CVRD fire dispatch Employees wishing to apply for vacancies.

Should any of the previous CVRD dispatchers listed below, be hired in any entry level position in the Nanaimo Fire Rescue, he/she would forfeit their overall seniority in Local 905 IAFF and be placed as the least senior employee on the seniority list.

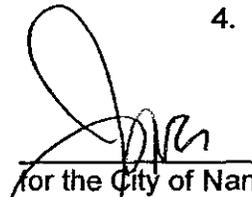
(d) Vacations

When sufficient relief dispatchers have been hired on or before 2004-JULY-02, two permanent dispatchers will be allowed to schedule concurrent vacation consistent with existing vacation provisions of Article 19 – Vacations.

4. If the five year term prescribed by the Communities Charter and included in the operational agreement for this merger is not renewed, all permanent fire dispatch employees of the Cowichan Valley Regional District (CVRD) who were transferred from CVRD will return with accumulated rights and benefits and will be integrated into the appropriate CVRD bargaining unit. City of Nanaimo employees (IAFF members) will be subject to the existing Collective Agreement provisions at that time for any workplace staffing adjustments.

List of Permanent CVRD Dispatchers Affected by the Merger

- | | |
|----------------------|-----------------|
| 1. Willie Klassen | May 2, 1994 |
| 2. Jacquelyn Scott | May 2, 1994 |
| 3. Dean Ford | April 9, 2000 |
| 4. Kimberly Phillips | August 27, 2001 |



J. McNeill

Date

Mar 5 / 04



T. Greves

Date

March 5 / 04

Schedule "C" **Staffing Agreement**

Between:

Cowichan Valley Regional District
City of Nanaimo
Canadian Union of Public Employees, Local 358
International Association of Firefighters Local 905

(Referred to as the "Parties")

WHEREAS the Parties agree to merge the Cowichan Valley Regional District Fire Dispatch Service with the City of Nanaimo; and

WHEREAS the Parties agree to facilitate the transfer of four regular full time Fire Dispatchers (hereafter called the "Employees"), listed on Appendix "A" of this Agreement, from the Cowichan Valley Regional District to the City of Nanaimo;

NOW THEREFORE the Parties agree to the following:

- 1 Effective from July 2, 2004, the Cowichan Valley Regional District will terminate the employment of the Employees, and pay them all outstanding monies owing, including accumulated overtime, and 911 required leave, in accordance with the Collective Agreement between the Cowichan Valley Regional District and the Canadian Union of Public Employees Local 358.
- 2 The total dollar amount of sick leave entitlement earned for the Employees on the last day of work with the Cowichan Valley Regional District will be transferred to the City of Nanaimo and converted into sick leave hours, based on the hourly wage rate of a City of Nanaimo Fire Dispatcher. These converted hours will become the sick leave entitlement for the Employees.
- 3 The total dollar amount of vacation entitlement outstanding for the Employees on the last day of work with the Cowichan Valley Regional District will be transferred to the City of Nanaimo and converted into vacation entitlement, based on the hourly wage rate of a City of Nanaimo Fire Dispatcher. This converted vacation entitlement will be added to the prorated vacation entitlement provided for the Employees in accordance with the Collective Agreement between the City of Nanaimo and International Association of Firefighters Local 905
- 4 The City of Nanaimo will hire the Employees effective July 02, 2004.
- 5 The Employees will transfer their previous seniority with the Cowichan Valley Regional District to their employment with the City of Nanaimo. The seniority provision is outlined in the attached Memorandum of Agreement between the City of Nanaimo and International Association of Firefighters Local 905, shown as Schedule "B."
- 6 The Employees will be employed by the City of Nanaimo in the position of Fire Dispatcher.
- 7 The Collective Agreement between the City of Nanaimo and the International Association of Firefighters Local 905 will apply to the Employees, and the Employees will be paid in

accordance with Schedule A of the Collective Agreement between the City of Nanaimo and International Association of Firefighters Local 905.

- 8 Following the transfer of the four full time CVRD Fire Dispatchers to the City of Nanaimo the position of CVRD Casual Fire Dispatcher will be eliminated by the Cowichan Valley Regional District.
- 9 The City of Nanaimo will offer preference for hiring Relief Dispatchers to current Cowichan Valley Regional District Casual Fire Dispatchers who meet the qualification requirements based on the current Cowichan Valley Regional District Collective Agreement. This preference shall be in force for a period of six months from the date of the merger.
- 10 This Agreement does not constitute a successorship of the business of the Cowichan Valley Regional District by the City of Nanaimo within the meaning of the *Labour Relations Code*, and no application will be made by any party to seek a successorship declaration based on the transfer of any work performed by the Employees.

Signed and delivered on behalf of the Parties on the dates indicated below.

Cowichan Valley Regional District:

Chair *Sharyn MacLennan*
Secretary *Joe [Signature]*
Date MARCH 15, 2004

City of Nanaimo:

Mayor *Henry McLaughlin*
Clerk *[Signature]*
Date March 26, 2004

Canadian Union of Public Employees, Local 358:

[Signature]
ACTING PRESIDENT, CUPE 358
Date March 11, 2004

International Association of Firefighters Local 905:

[Signature]
President Local 905
Date March 5 / 04

Appendix "A"

Employee List

Name

Position Title

Willie Klassen.	Fire Dispatcher
Jacquelyn Scott.	Fire Dispatcher
Dean Ford.	Fire Dispatcher
Kimberly Phillips.	Fire Dispatcher



SR3

STAFF REPORT

**REGIONAL SERVICES COMMITTEE
27 JULY 2011**

DATE: 13 July 2011 **FILE NO:** 0540-20-RSC/07
FROM: S. Sanderson, Acting General Manager Public Safety **BYLAW
NO:**
SUBJECT: Emergency Management Agreement

Recommendations:

That it be recommended to the Board that the "Emergency Management Agreement" between the Cowichan Valley Regional District, the City of Duncan, the Corporation of the District of North Cowichan, the Town of Lake Cowichan and the Town of Ladysmith be approved for a period of five years (September 1, 2011 to August 31, 2016) and that the Chair and Corporate Secretary be authorized to enter into the agreement on behalf of the CVRD.

Relation to the Corporate Strategic Plan:

The provision of mutual assistance through an Emergency Management Agreement allows for effective integration of emergency services during an emergency/disaster and therefore supports the goals of the Corporate Strategic Plan to provide a safe and healthy community.

Financial Impact: *(Reviewed by Finance Division: SEN)*

Not applicable.

Background:

The agreement expires in July 2011 and has been reviewed and updated for renewal. In the event of an emergency, the individual parties to the agreement currently recover their eligible costs from Emergency Management BC (Provincial Emergency Program) and are responsible for ineligible expenditures in accordance with the terms of Schedule "B" of the agreement. A long-term goal of the Public Safety Emergency Program – (Function 205 budget) is to establish an operating reserve that would strive to cover the ineligible expenses of all involved parties.

Submitted by,

A handwritten signature in cursive script that reads "Sybille Sanderson".

Sybille Sanderson
Acting General Manager
Public Safety

Attachment: Emergency Management Agreement

/bw

EMERGENCY MANAGEMENT AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2011.

BETWEEN:

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

AND: THE CITY OF DUNCAN
PO Box 820
200 Craig Street
Duncan, B.C. V9L 3Y2

AND: THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
PO Box 278
7030 Trans Canada Highway
Duncan, B.C. V9L 3X4

AND: THE TOWN OF LAKE COWICHAN
PO Box 860
39 South Shore Road
Lake Cowichan, B.C. V0R 2G0

AND: THE TOWN OF LADYSMITH
PO Box 220
410 Esplanade,
Ladysmith, B.C. V9G 1A2

(hereinafter called "the parties")

NOW THIS AGREEMENT WITNESSETH:

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

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

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

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

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

1. Interpretation

In this Agreement:

“Disaster” means a calamity that

- (a) is caused by accident, fire, explosion 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” means a present or imminent event that

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

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

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

“Local Authority” means

- (a) for a municipality, the municipal council;
- (b) for an electoral area in a regional district, the board of the regional district, if the regional district has been granted the powers of a municipality under section 800(2)(a) of the *Local Government Act*;

“Municipality of North Cowichan” means the Corporation of the District of North Cowichan;

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

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

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

“Senior Elected Representative” means the Chair of the 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/or the Town of Lake Cowichan, or in their absence, the Deputy Mayor.

2. Services

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

Emergency Management Agreement

Operational Procedures” outline where and under what circumstances Emergency Operation Centre(s) will be located within the boundaries of the CVRD, including the municipalities of Duncan, Ladysmith, North Cowichan and Lake Cowichan, and the command structure that will be implemented to operate the Centre(s).

- (c) Each of the parties to this Agreement are committed to ensuring that the use of personnel, equipment and supplies, and other emergency response resources and capabilities are directed toward achieving a common goal; to maximize the efficiency of coordinated planning and response to, and recovery from major emergencies and disasters within the boundaries of the Cowichan Valley Regional District.
- (d) 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 parties to this Agreement and subject to paragraphs 2(f) and (g) the party or parties receiving the request for assistance shall provide the assistance subject to the conditions set out in this Agreement..
- (e) Requests for assistance shall be made by the Senior elected representative of the Requesting Party and shall be made to the Senior elected representative of the Providing Party in accordance with Schedule “A”.
- (f) If a party requested to provide assistance under paragraph 2(d) is unable to do so because of an emergency or disaster within its own jurisdiction or because it has already deployed its resources to provide assistance to another requesting party, then the Requesting Party shall be advised as soon as possible.
- (g) All parties understand that these resources may be deployed outside their own jurisdiction. The Providing Party shall have the primary interest of protecting the welfare of their own jurisdiction and does not assume any responsibilities or liabilities by not providing provisions as laid out in this Agreement.
- (h) The extent of the assistance provided by a Providing Party will be at the discretion of the Providing Party having regard for its own need for its own resources. The Providing Party shall at all times be able to deploy or re-deploy its own resources for the purpose of protecting its residents and property within its jurisdiction from the effects of a disaster or emergency.
- (i) The parties acknowledge that this Agreement is not intended to replace any Mutual Aid Agreement in force between any of the parties nor to prevent any party from negotiating a new Mutual Aid Agreement or from renewing or amending an existing Mutual Aid Agreement.
- (j) The Providing Party retains the right to recall equipment back into their own jurisdiction should the need to combat an emergency or disaster arise.
- (k) It is hereby understood that the Emergency Management Agreement entered into hereunder shall not supplant pre-existing Mutual Aid Agreements nor deny the right of any party hereto to negotiate supplemental Mutual Aid Agreements.
- (l) Assistance extended pursuant to this agreement shall be provided in accordance with current governing legislation, the *Emergency Program Act (1996)*, and the *British Columbia Emergency Response Management Standard (BCERMS)*.

3. Term

This agreement shall be in effect for a term of five (5) years commencing on September 1, 2011 and expiring on August 31, 2016 unless otherwise terminated as provided for herein.

4. Cost Sharing of Resources

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

5. Claims

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

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

6. Independent Jurisdiction

- (a) Any and all agents, servants or employees of each of the parties or other persons, while engaged in the performance of any work or services required to be performed by the parties under this Agreement shall not be considered employees of any other party and a party shall not be responsible for any act or omission of any person other than one of its own agents, servants, or employees, except as provided in this agreement.
- (b) Each party to this Agreement will retain decision-making authority within their own jurisdiction. All parties will ensure that decisions involving multiple jurisdictions are made in consultation with the authorities involved.
- (c) Each party to this Agreement is responsible for declaring its own "State of Local Emergency" as per the *Emergency Program Act*, should it be deemed necessary. The other parties are to be notified as soon as possible, should this occur.

7. Indemnity

Where a Providing Party 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, the failure to respond to a request for assistance pursuant to this Agreement, the failure to render adequate assistance, or any other reason.

8. Insurance

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

9. Waivers

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

10. Modification

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

11. Termination

Notwithstanding any other provision of this Agreement:

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

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

12. Communication

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

Emergency Management Agreement

All communications to the Provincial Level will be directed through the Provincial Regional Level.

- (e) All parties to the Agreement will meet at least annually to discuss, review and test the effectiveness of the agreement by participating in an annual exercise.

13. Dispute Resolution

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

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

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)
_____)
Secretary)

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

_____)
Mayor)
_____)
City Administrator)

Emergency Management Agreement

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

_____)
_____)
Mayor _____)
_____)
_____)
Manager of Corporate Services _____)

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

_____)
_____)
Mayor _____)
_____)
_____)
Director of Administration/ _____)
Deputy CAO _____)

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

_____)
_____)
Mayor _____)
_____)
_____)
Clerk/Administrator _____)

SCHEDULE "A"

EOC OPERATIONAL PROCEDURES

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

1. Operations

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

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

BCERMS and the Use of ICS

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

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

Establishing a Unified Command

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

Command Post

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

2. Definitions

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

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

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

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

Zone Definitions –

CVRD Zone 1 – Includes the following areas; CVRD Electoral Areas A – Mill Bay/Malahat, B – Shawnigan Lake, C – Cobble Hill, D – Cowichan Bay

CVRD Zone 2 – Includes the following areas; City of Duncan, Municipality of North Cowichan, CVRD Electoral Area E – Cowichan Station/Sahtlam/Glenora, Cowichan Tribes and Halalt First Nation

CVRD Zone 3 – Includes the following areas; Town of Ladysmith, CVRD Electoral Areas G – Saltair/Gulf Islands, H – North Oyster/Diamond, Penelakut Tribe

CVRD Zone 4 – Includes the following areas; Town of Lake Cowichan, CVRD Electoral Areas F – Cowichan Lake South/Skutz Falls, I – Youbou/Meade Creek

EOC Management (Local Authority) – Municipal and Regional staff have been trained and will work together to manage the emergency or disaster response and recovery, unless otherwise specified, or mutually agreed upon by all parties to this agreement affected by the situation.

3. 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 Program Coordinator at the CVRD.

Local Authority EOC's (Level 2 Emergency)

A Local Authority EOC may be activated under the following Level 2 Emergency Conditions:

(a) Localized CVRD Electoral Areas Only Emergency

The existing facilities at the CVRD Administration Building would be utilized to establish a CVRD EOC should the need arise. The EOC may be jointly and cooperatively set-up and designated EOC Management Staff may share command of the EOC should the need arise.

(b) Localized City of Duncan Emergency

The existing facilities at the City of Duncan would be utilized to establish a City of Duncan EOC should the need arise. The CVRD Administration Building would function as an alternate EOC location should the need arise. The request to set up, or move the EOC to the alternate location would come from the EOC Director. The EOC may be jointly and cooperatively set-up and designated EOC Management Staff may share command of the EOC should the need arise.

(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 should the need arise. The CVRD Administration Building would function as an alternate EOC location should the need arise. The request to set up, or move the EOC to the alternate location would come from the EOC Director. The EOC may be jointly and cooperatively set-up and designated EOC Management Staff may share command of the EOC should the need arise.

(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 should the need arise. The CVRD Administration Building would function as an alternate EOC location should the need arise. The request to set up, or move the EOC to the alternate location would come from the EOC Director. The EOC may be jointly and cooperatively set-up and designated EOC Management Staff may share command of the EOC should the need arise.

(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 should the need arise. The CVRD Administration Building would function as an alternate EOC location should the need arise. The request to set up, or move the EOC to the alternate location would come from the EOC Director. The EOC may be jointly and cooperatively set-up and designated EOC Management Staff may share command of the EOC should the need arise.

Regional EOC (Level 3 Emergency)

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

(a) Regional Emergency (involving one or more jurisdictions)

The EOC Director would decide which location(s) would be most appropriate to setup the EOC; the CVRD Administration Building, the Municipality of North Cowichan, the Ladysmith City Hall Council Chambers, the Cowichan Lake Sports Arena, or other facility if deemed necessary. The EOC would then be jointly and cooperatively set-up and the EOC Management Staff would share command of the EOC should the need arise.

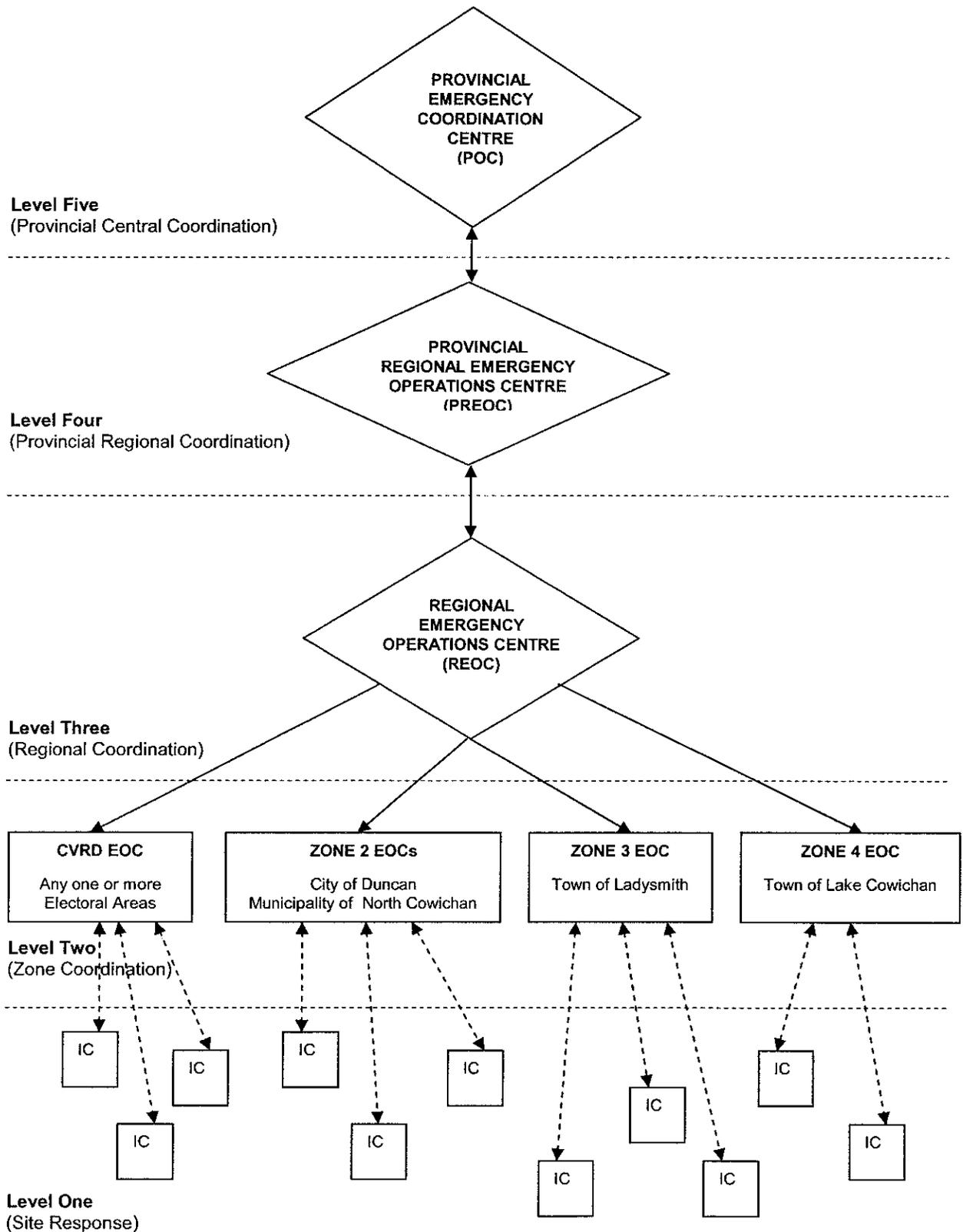
Provincial Regional Coordination Level (Level 4 Emergency)

Provincial Regional Emergency Operations Centre (PREOC) locations are designated by Emergency Management BC officials immediately prior to activation and the communications links are shared with all other levels of operation. The PREOC is activated by EMBC whenever a local authority EOC is activated.

Provincial Coordination Level (Level 5 Emergency)

Provincial Emergency Coordination Centre (PECC) is activated by EMBC whenever more than one PREOC is activated.

REGIONAL COORDINATION CENTRE STRUCTURE



SCHEDULE "B"

COST SHARING OF RESOURCES

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

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



STAFF REPORT

REGIONAL SERVICES COMMITTEE MEETING
OF JULY 27, 2011

DATE: 18 July 2011 FILE NO: 1855-02
FROM: Sybille Sanderson, Acting General Manager BYLAW NO:
Public Safety Department
SUBJECT: Community Wildfire Protection Plan Program Grant Application

Recommendation/Action:

That it be recommended to the Board that the Board support the Public Safety Department in their application to UBCM for funding to update the CVRD Community Wildfire Protection Plan (CWPP) and further, that should the application for funding to the UBCM be approved, that the Chair and Corporate Secretary be authorized to enter into the funding agreement on behalf of the CVRD.

Relation to the Corporate Strategic Plan:

The provision of fire protection services supports the goals of the plan including sustainable land use; healthy environment; service excellence; and a safe and healthy community.

Financial Impact: (Reviewed by Finance Division: SEN)

The project must be completed within one year of approval and the total cost is expected to be under \$22,000. The CVRD is responsible for 50% of the cost which would result in a maximum of \$11,000 being provided through a combination of in-kind services of GIS/support staff and funds available from the 2011 Emergency Program (function 205) budget.

Background:

The existing CVRD Community Wildfire Protection Plan was created in 2006 and is outdated due to changes in land and/or forest fuel hazard conditions. As well, new and/or amended Official Community Plans have been, or will soon be adopted. It is important to ensure the Plan is current before moving forward with implementing the recommendations.

Submitted by

S. Sanderson
Acting General Manager
Public Safety Department

Attachment: 2011 Application Form

Strategic Wildfire Prevention Initiative
Community Wildfire Protection Plan Program

E-mail: lgps@ubcm.ca
Mail: 525 Government Street, Victoria, BC, V8V 0A8
Fax: (250) 356-5119

2011 APPLICATION FORM

Please type directly in this form or print and complete. Additional space or pages may be used as required. For detailed instructions regarding application requirements please refer to Community Wildfire Protection Plan Program & Application Guide.

SECTION 1: APPLICANT INFORMATION

Local Government: Cowichan Valley Regional District (CVRD)

Date of Application: 2011 July 18

Contact Person: Sybille Sanderson

Title: Acting General Manager, Public Safety Department

Phone: 250 746-2562

E-mail: ssanderson@cvrld.bc.ca

SECTION 2: PROJECT INFORMATION

1. NAME OF PROJECT.

Cowichan Valley Regional District (CVRD) Community Wildfire Protection Plan (CWPP) update.

The purpose of the project is to cover areas where the existing (2006) CWPP is outdated due to changes in land and/or forest fuel hazard conditions or other factors. New and/or amended Official Community Plans are in place, or will soon be adopted in some areas of the CVRD. Some of the recommendations in the 2006 CWPP have been implemented; others need to be acted upon.

The 2006 CWPP was not presented for approval to the CVRD Board at the time as a coordinated implementation approach with North Cowichan was attempted. Since the plan requires changes, we would prefer to present an updated CWPP to the Board for approval.

2. CWPP DESCRIPTION. Please provide a geographic description of the proposed area.

The CVRD is located between Victoria and Nanaimo on southern Vancouver Island. The CVRD includes 4 municipalities*, 9 electoral areas, and 18 native aboriginal reserves.

*The Municipality of North Cowichan prepared a separate CWPP (2006).

3. NUMBER OF HECTARES TO BE INCLUDED.

3,730 km² = 3,730,000 ha

4. MOUNTAIN PINE BEETLE AFFECTED TIMBER. Please indicate if this CWPP includes land with Mountain Pine Beetle fuel type:

Yes No

5. OTHER ACTIVITIES. Please describe the extent to which your community is undertaking non-fuel management activities to reduce the risk of wildfire in the interface.

CVRD Emergency Planning Partners: 9 Electoral Areas, 4 municipalities, 3 First Nations

Within the CVRD there are 18 volunteer fire departments and 21 fire stations

CVRD maintains excellent relationship with Wildfire Management Branch (South Island Fire Zone at Cobble Hill).

CVRD operates the Emergency Social Services (ESS), a pre-planned emergency response designed to provide those basic necessities, which, after a disaster, are considered essential for the immediate and continuing well-being of persons affected.

CVRD has a draft Community Recovery plan and continues to plan for local government and community recovery.

CVRD maintains 4 primary reception centres, and many secondary reception centres.

Emergency information is available on CVRD website.

Highly visible public awareness programs (CVRD FireSmart awareness showcased at fire department events and other public events: Duncan Daze, Cowichan Forestry Week, Fire Prevention Week, homeshows, fall fair).

CVRD website promotes FireSmart program.

In conjunction with Wildfire Management Branch, CVRD has hosted several FireSmart seminars for the public.

Wildfire Threat Rating in use.

Local bylaws reflect FireSmart (i.e., new southend OCP - development outside Village containment boundaries)

Implementation of other non-fuel treatment recommendations identified in existing, completed CWPP (i.e., FireSmart subdivision development in High Hazard Interface Areas)

Invasive plant awareness instigated through local newspapers.

Waste management includes recycling and composting programs, in an effort to reduce garbage in the woods.

CVRD Parks Department actively engaged in fuel management programs at community and regional parks and trails.

6. REVIEW OF APPLICATION. Did a Wildfire Management Branch Fuel Management Specialist review this application prior to submission?

Yes No

Did any other Ministry or organization review the application prior to submission? If yes, please describe:

Wildfire Management Branch notified of application (July 2011).

7. CONSULTANT INFORMATION. Please indicate if the CWPP will be developed internally by local government staff or if a consultant will be hired:

Internal Consultant

If a consultant is being utilized to do some or all of the work, please describe how you will select a qualified individual. If possible, please include the name(s) of the contractor(s):

Qualified consultant, Strathcona Forestry Consulting, prepared the existing CWPP (2006), and since that time, has many several fuel management prescriptions for parks and public lands within the CVRD, and has monitored crews and supervised fuel reduction treatments at many parks and trails, and at strategic mountain-top communication tower sites in the CVRD.

CWPP Consultant: Strathcona Forestry Consulting

GIS Consultant: In-house (CVRD)

8. COUNCIL/BOARD RESOLUTION. The local government resolution must indicate support for the CWPP and indicate willingness to provide overall grant management. Please include the complete resolution below (or as an attachment) and identify the resolution number and date of Council/Board meeting when the resolution was approved.

****CVRD Board resolution to be provided separately after Board meeting 3 August 2011****

Eligible activities and costs are outlined in Section 4 of the Program & Application Guide. In Section 3 below, please include all proposed eligible costs for the development of your CWPP.

SECTION 3: PROPOSED ACTIVITIES & COSTS	
Activity	Proposed Cost
Community hazard assessment mapping	\$6,000.00
Preparation of the CWPP document, including spatial data	\$3,700.00
Presentation of the CWPP to the local government Council or Board	\$400.00
Amendments to Official Community Plans and/or land use, engineering and public works bylaws and policies that are specific to community wildfire protection planning	\$3,000.00
Staff and contractor costs directly related to the development of a CWPP	\$3,000.00
Local government administration costs directly related to the development of a CWPP	\$2,500.00
Planning, consultation with stakeholders and public information directly related to the development of a CWPP	\$2,000.00
Other proposed activities. <u>Please describe:</u> Meetings with fire chiefs from 18 volunteer fire departments, plus site tours	\$1,400.00
Total Proposed Costs:	\$22,000.00

The CWPP program can contribute a maximum of 50% of the cost of eligible activities – to a maximum of \$15,000 - and the remainder (50%) is required to be funded through community contributions.

Total Grant Requested (50% of total cost to a max. of \$15,000):	\$11,000.00
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Please note that you will be required to provide detailed information on the community contribution in the final report. This includes information on contributions from other grant programs. If information is available now, please complete Section 4 below:

SECTION 4: OTHER GRANTS	
Grant(s) Description:	Estimated Grant Value
CVRD funding	\$11,000.00

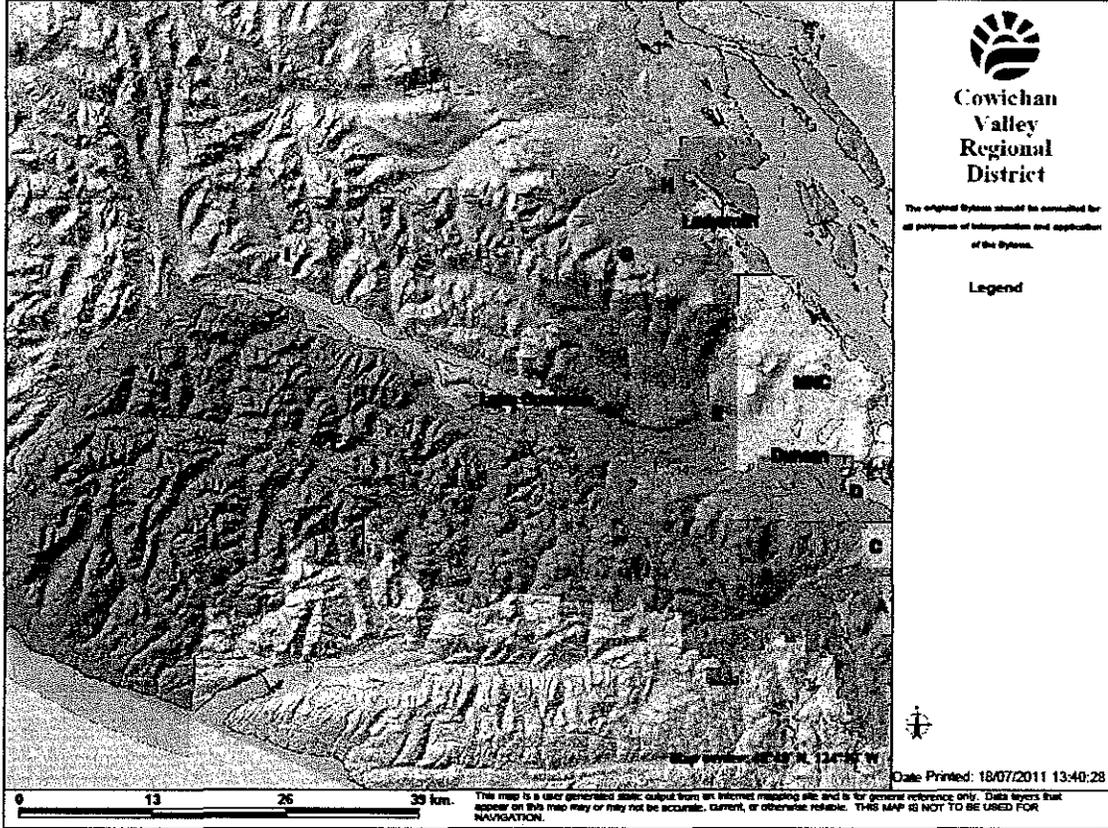
SECTION 5: SIGNATURE (To be signed by Local Government Applicant)
I certify that the area covered by the proposed CWPP: (1) is within the jurisdiction of the local government (or appropriate approvals are in place)
Signature: 
Name & Title: Sybille Sanderson, Acting General Manager, Public Safety Department

The Application Form must be completed in full and signed by the local government. Applications should be submitted as Word or PDF documents and should be e-mailed to lgps@ubcm.ca with the required attachments.

In addition to the Application Form, the following separate attachment is required to be submitted as part of your application:

- Council or Board resolution indicating support for the proposed activities and willingness to provide overall grant management (if not included in the application form)

CVRD Community Wildfire Protection Plan Program Application to update outdated CWPP (2006)



Cowichan Valley Regional District covers 3,730 km².



Hazardous forest fuel reduction at CVRD 911 repeater tower at Bald Mountain, Lake Cowichan, June, 2011.



Fuel reduction treatment in CVRD parks (2010).



Fuel management and public awareness, CVRD parks.

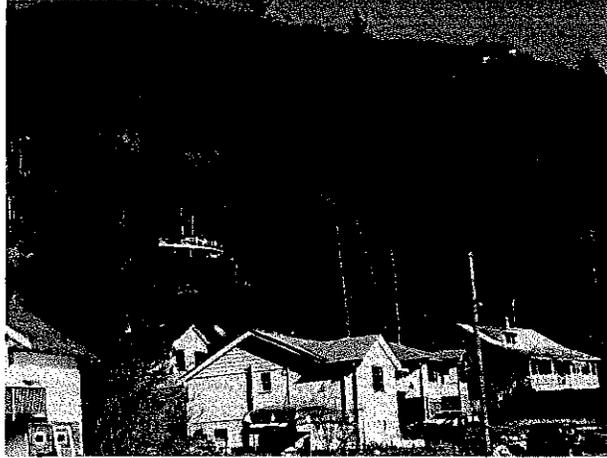




Fuel treatment – above: Cowichan Valley Trail, Duncan (2011); below: Bright Angel Park (2010).



CWPP needs to be updated to cover areas where the existing CWPP is outdated due to changes in land or forest fuel hazard conditions and other factors (i.e., new subdivision development).

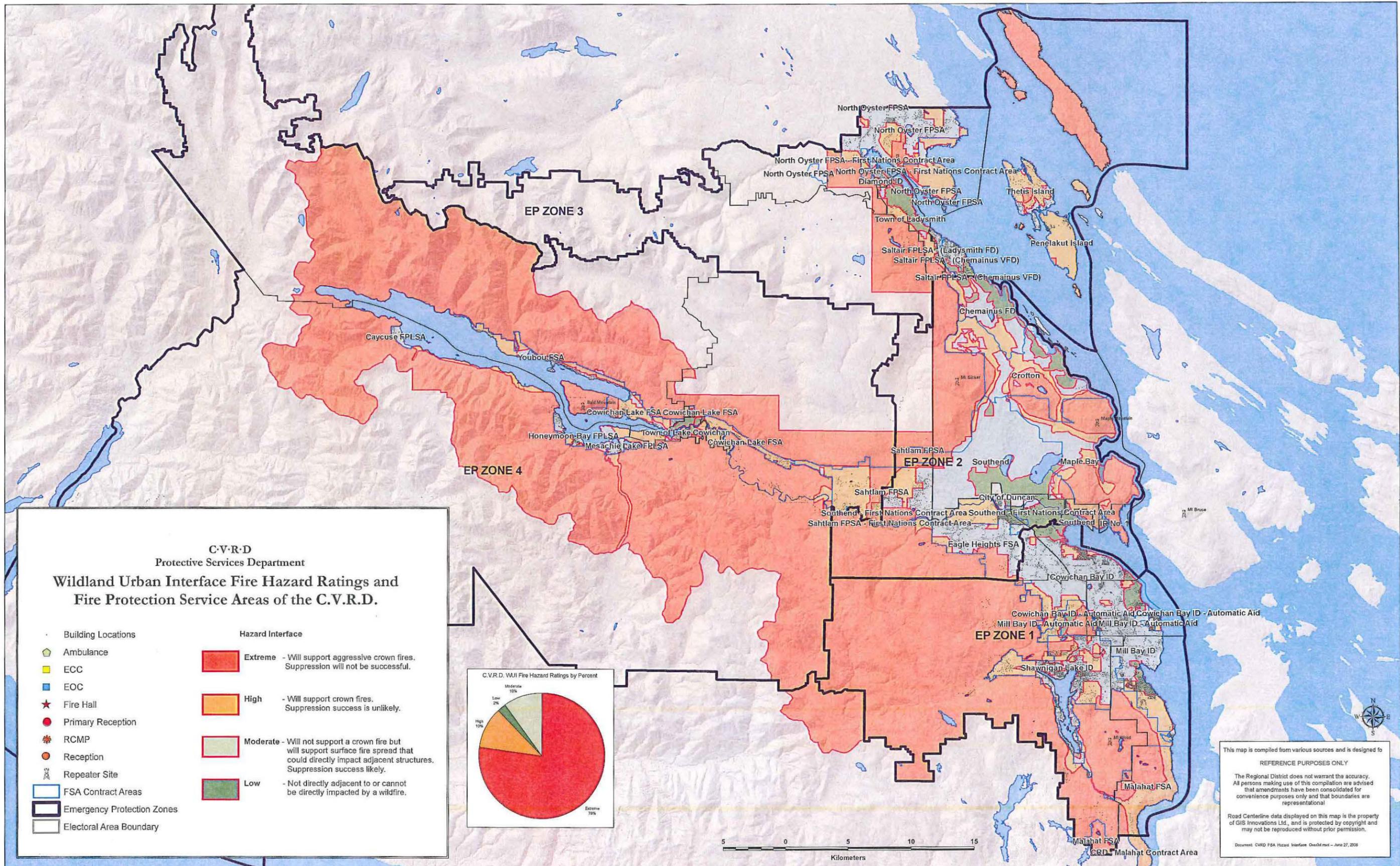


Youbou



Shawnigan Lake (above and below)







STAFF REPORT

**REGIONAL SERVICES COMMITTEE MEETING
OF JULY 27, 2011**

DATE: June 29, 2011

FILE NO:

FROM: Mark Kueber, General Manager
Corporate Services Department

BYLAW NO:

SUBJECT: 2012 Regional Budgets Discussion

Recommendation:

1. That the 2012 Budget Timeline, attached in Schedule 1, be endorsed.
2. That the 2012-2016 Five Year financial plan objectives, as presented, be endorsed.
3. That direction be provided from the Committee on the 2012 Regional Budgets.

Relation to the Corporate Strategic Plan:

Our goal is to achieve financial stability by:

- Actively pursuing alternative funding sources including grants and partnerships.
- Continuing to improve the annual budget process.
- Developing a long term financial management plan that addresses the lifecycle costs of CVRD assets and maintain adequate capital and operating reserves.

Financial Impact:

None.

Background:

The purpose of this report is to initiate the planning process for the Regional District's 2012 budget & five year financial plan 2012-2016. This is also the Board members opportunity to give staff direction at the beginning of the Budget process on the nine Regional budgets which are:

- General Government
- 911
- Emergency Planning
- Economic Development
- Regional Tourism
- Regional Parks
- Parkland Acquisition
- Kinsol Trestle
- Solid Waste.

The proposed budget objectives for 2012-2016 financial plan as outlined below emphasizes efficiency, cost control and accountability which are in line with the current economic condition and the funding challenges facing the Regional District in 2012.

Objective 1: Budget prep direction

All departments will go to their committee or commission prior to preparing their budgets to obtain direction on:

- Any tax requisition change
- Levels of service

Objective 2: Core Expenditures

All budgets are to include core expenditures only as the foundation in creating the 2012 budget. Core expenditures include those costs that are required to maintain the same level of service in the prior year, as example they include annual wage increases for existing staff but don't include new staff. Replacement equipment is included but not additional equipment to existing assets.

Objective 3: Supplemental New items

All supplemental new items are to be listed on the appropriate form, detailing item, reason item required, outcome, how item supports corporate strategic plan, results of not being included in budget. All supplemental items are to be reviewed by Corporate Leadership Team and a recommendation is made to the Board/committees/commissions.

Objective 4: New Staff positions

Any new staff positions being proposed will be presented in a separate report to the committee or commission that would be funding the position. The report will specifically address the need for the new position, how the position fits into the strategic plan, expected results if position is not approved in the 2012 budget.

Objective 5: Capital and other One Time Projects

Each request for a Capital or One Time Project that is over \$100,000 will be accompanied by a report with a detailed justification of the requirement for the project, including scope and urgency to complete. The report will be presented to the committee or commission that would be funding the project.

Objective 6: Alternative funding sources for projects

Consideration must be given to the use of alternative sources of funding including the possibility, where appropriate, of senior government or private contributions, or other partnership agreements, allowing the Regional District to use its resources in the most cost effective manner.

Objective 7: Reserves and Existing Infrastructure

Where feasible, the Regional District's financial plan will reflect a commitment to funding reserve funds as a means to support long-term planning and required infrastructure maintenance and replacement.

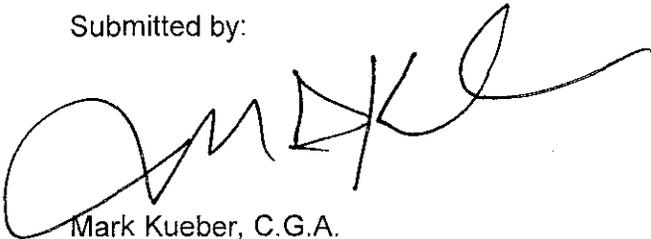
Objective 8: Public Input

With the legislated requirement of public consultation all committee & commission meetings that are dealing with the 2012 budget and 2012-2016 five year plan, will be open to the public and publicly advertised and will allow sufficient time for public comments and questions.

The *Local Government Act* mandates public consultation which is reflected in the Regional District's proposed objectives. To meet these objectives staff are proposing holding all budget discussions in open meetings, that these meetings be advertised, as well as the draft 2012 budget and proposed 2012-2016 five year financial plan be presented on the CVRD website (see attached schedule 1 for meeting dates).

In an attempt to clarify timing so the Board is aware when budget meetings are taking place, a timeline has been prepared and is attached to this report. Board comments on the timeline are also requested.

Submitted by:

A handwritten signature in black ink, appearing to read 'Mark Kueber', with a large, stylized initial 'M' and a long, sweeping flourish extending to the right.

Mark Kueber, C.G.A.
General Manager, Corporate Services Department

MK:tk

Encl.

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C.V.R.D.

Schedule 1

**2012 Budget Work Plan and
2012 – 2016 Financial Plan Timeline**

DATE	PARTICIPANTS	ACTIVITY
2011		
Jul 27	Regional Services Committee	<ul style="list-style-type: none"> • Regional Budget Direction • Timelines approved
Aug 23	Kerry Park Recreation Commission	<ul style="list-style-type: none"> • Individual Budget Direction • Timelines approved
Sep 6	Electoral Area Services	<ul style="list-style-type: none"> • Individual Budget Direction • Timelines approved
Sep 8	Island Savings Commission	<ul style="list-style-type: none"> • Individual Budget Direction • Timelines approved
Sep 13	Shawnigan Lake Commission	<ul style="list-style-type: none"> • Individual Budget Direction • Timelines approved
Sep TBD	Transit Committee	<ul style="list-style-type: none"> • Individual Budget Direction • Timelines approved
Sep TBD	Engineering Services Committee	<ul style="list-style-type: none"> • Individual Budget Direction • Timelines approved
Sep 22	Cowichan Lake Recreation Commission	<ul style="list-style-type: none"> • Individual Budget Direction • Timelines approved
2012		
Jan 9-13	Electoral Area Directors	Electoral Area grant-in-aid requisition amounts submitted to Finance
Feb 3	All Directors	Budget Booklet distributed
Feb 8	Transit Committee	Review Transit budgets
Feb 9	Island Savings Commission	Review Island Savings Centre budgets
Feb 13-17 By appointment	Electoral Area Directors	Review Services entirely within a single Electoral Area, i.e. fire, grants, recreation
Feb 21	Electoral Area Services	Review services that are shared by more than 1 Electoral Area and no municipality, i.e. Planning, Building Inspection, Parks



C.V.R.D.

Schedule 1

**2012 Budget Work Plan and
2012 – 2016 Financial Plan Timeline**

DATE	PARTICIPANTS	ACTIVITY
Feb 22	Engineering Services Committee	Review <ul style="list-style-type: none"> • Sewer • Water • Curbside • Street lighting and Drainage
Feb 22	Regional Services Committee	Review all services that are Regionally funded or cost shared between an Electoral Area and a Municipality, i.e. General Government, Emergency Planning, Regional Parks
Feb 23	Cowichan Lake Recreation Commission	Review Cowichan Lake Recreation Centre budget
Feb 28	Shawnigan Lake Commission	Review Shawnigan Lake Community Centre budget
Feb 28	Kerry Park Recreation Commission	Review Kerry Park Recreation Centre budgets
Feb 29 (if required)	Regional Services Committee	Overview
Mar 1	All Directors	Distribute Financial information after amendments to proposed budgets made by all committees/commissions
Mar 14	Regional District Board	<ul style="list-style-type: none"> • Review 5 Year Financial Plan • Debate • 1st three readings and adoption
Mar 14	Regional Hospital District Board	<ul style="list-style-type: none"> • Review Budget • Debate • 1st three readings and adoption
Mar 28 (if required)	Regional District Board	Adopt 5 Year Financial Plan