

REGIONAL DISTRICT OF NANAIMO

EMERGENCY MANAGEMENT SELECT COMMITTEE

TUESDAY, JANUARY 15, 2013

10:30 AM

(RDN COMMITTEE ROOM)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

Elysia Dempsey, Disaster Management Coordinator, Canadian Red Cross Society, BC Coastal Region, re Recovery Services.

MINUTES

2 - 4 Minutes of the regular Emergency Management Select Committee meeting held on May 7, 2012.

BUSINESS ARISING FROM THE MINUTES

COMMUNICATIONS/CORRESPONDENCE

UNFINISHED BUSINESS

REPORTS

5 - 47 Reception Centre Agreement Renewals.

48 - 52 Proposal for Recovery Services.

Emergency Program Update Power Point (Verbal).

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

ADJOURNMENT

Distribution: *M. Young (Chairperson); J. Stanhope; A. McPherson; H. Houle; G. Holme; J. Fell; B. Veenhof; B. Dempsey; P. Thorkelsson; T. Armet; J. Drew*

For Information Only: *M. Lefebvre; D. Willie; J. Ruttan; D. Brennan; D. Johnstone; B. Bestwick; J. Kipp; T. Greves; G. Anderson; J. Hill; M. O'Halloran*

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE EMERGENCY MANAGEMENT SELECT COMMITTEE
MEETING HELD ON MONDAY, MAY 7, 2012 AT 2:00 PM
IN THE RDN COMMITTEE ROOM**

Present:

Director M. Young	Chairperson
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Director G. Holme	Electoral Area E
Director J. Fell	Electoral Area F
Director J. Stanhope	Electoral Area G
Director B. Veenhof	Electoral Area H
Director B. Dempsey	District of Lantzville

Also in Attendance:

C. Mason	Chief Administrative Officer
P. Thorkelsson	General Manager, Development Services
T. Armet	Manager - Building, Bylaw & Emergency Planning Services
N. Avery	General Manager, Finance and Information Services
J. Drew	Emergency Coordinator
K. Armour	Deputy Fire Chief, Errington (Invited Representative)
D. Alberg	Dashwood Fire Department Board (Invited Representative)

CALL TO ORDER

The meeting was called to order at 2:00 p.m. by the Chair.

MINUTES

MOVED Director Young , SECONDED Director Stanhope, that the minutes of the regular Emergency Management Select Committee meeting held on February 21, 2012 be adopted.

CARRIED

UNFINISHED BUSINESS

Chair deferred to report on the MOTI policy on the seismic upgrading of bridges and highways infrastructure within the Regional District of Nanaimo.

REPORTS

Emergency Reception Center Generator Use and Maintenance Policy.

MOVED Director Houle, SECONDED Director Holme, that the "Use and maintenance of generators at designated emergency reception centers" policy be approved.

CARRIED

Joint Emergency Preparedness Program Cancellation.

MOVED Director Stanhope, SECONDED Director McPherson, that this report on the cancellation of Joint Emergency Preparedness Program be received for information.

CARRIED

Seismic Upgrades of Bridges and Highway Infrastructure in the Regional District.

MOVED Director McPherson, SECONDED Director Fell, that the report on the MOTI policy on the seismic upgrading of bridges and highway infrastructure within the Regional District of Nanaimo be received for information.

CARRIED

Authority to Respond to Emergencies Outside of Fire Protection Boundaries.

MOVED Director Stanhope, SECONDED Director Veenhof, that all of the Regional District of Nanaimo's volunteer fire departments be authorized to respond at any time to Ministry of Forests requests for assistance outside or inside of their boundaries which fall under S.O.G. 1.06.01.

CARRIED

MOVED Director Stanhope, SECONDED Director Veenhof, that the Errington and Dashwood volunteer fire departments be authorized to respond at any time to requests to deploy SPU equipment and firefighters upon request from the Office of the Fire Commissioner.

CARRIED

MOVED Director Stanhope, SECONDED Director Veenhof, that the Coombs Hilliers volunteer fire department be authorized to respond at any time to a request for highway rescue services west of its service area boundaries to the Coombs Country Candy store near the City of Port Alberni.

CARRIED

MOVED Director Stanhope, SECONDED Director Veenhof, that staff send correspondence confirming these authorities to the relevant fire departments and E911 fire dispatch centers.

CARRIED

Fire Department Building Project Approvals.

MOVED Director Houle, SECONDED Director Fell, that the Dashwood Volunteer Fire Department be authorized to proceed with the construction of a 22' x 22' addition at the Meadowood firehall as outlined in the drawings submitted to date.

CARRIED

MOVED Director Houle, SECONDED Director Fell, that the Dashwood Fire Department 2012 budget be amended to increase the use of reserve funds from \$15,000 to \$43,000 to cover the costs of purchasing and installing a potable water tank and constructing the proposed building addition.

CARRIED

MOVED Director Houle, SECONDED Director Fell, that the Errington Volunteer Fire Department be authorized to proceed with the construction of a 14' x 22' addition at the Firehall #1 as outlined in the drawings submitted to date and that certified engineered drawings indicating improved seismic stability for the building be submitted as part of the application for a building permit.

CARRIED

MOVED Director Houle, SECONDED Director Fell, that the Errington Fire Department 2012 budget be amended to reduce the contribution to reserve funds from \$109,545 to \$5,545 and to show funds applied to vehicle upgrades at \$60,000 and to the construction of the proposed building addition in the amount of \$35,000.

CARRIED

Emergency Program Coordinator Verbal Update.

MOVED Director Holme, SECONDED Director Fell, that the verbal update be received for information.

CARRIED

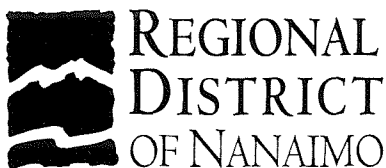
ADJOURNMENT

MOVED Director Holme, SECONDED Director McPherson, that this meeting be adjourned.

CARRIED

TIME: 2:50 p.m.

CHAIRPERSON



RDN REPORT	
CAO APPROVAL	
EAP	
COW	
JAN 15 2013	
RHD	
BOARD	
EMSC	

MEMORANDUM

TO: Tom Armet, Manager
Building, Bylaw and Emergency Planning Services

DATE: December 14, 2012

FROM: Jani M. Drew, Emergency Coordinator

FILE: 2240-20 ESS

SUBJECT: Reception Centre License of Use Agreement Renewals

PURPOSE

To obtain Board direction on Emergency Reception Centre License of Use Agreements for the continued use of the facilities to assist evacuees during emergencies or disasters.

BACKGROUND

Local authorities are obligated under the *Emergency Program Act* to plan for response to and recovery from emergencies or disasters and this includes provision of Reception Centres to receive and assess evacuees. Over the years the RDN has established six (6) Reception Centres throughout the Electoral Areas via License of Use Agreements and two (2) Reception Centres via informal arrangements:

Electoral Area 'A'

- Cedar Hall, 2388 Cedar Road
- Cranberry Hall, 1555 Morden Road

Electoral Area 'B'

- Rollo Senior's Centre, 681 North Road
- Gabriola Community Association, 2200 South Road

Electoral Area 'E'

- Nanoose Place, 2925 Northwest Bay Road

Electoral Area 'F'

- Arrowsmith Agricultural Association, Coombs Fairgrounds, 1018 Ford Road

Electoral Area 'H'

- Lighthouse Community Centre, 240 Lions Way
- Bowser Legion 7035, West Island Highway

Since the Reception Centres were established over the years, the Agreements expire at different times. The Cranberry and Nanoose Place Reception Centres were established in the 1990's with informal arrangements only. Staff have prepared new Agreements for all Reception Centres to align the terms and language of the Agreements and to formalize the use of all facilities as Reception Centres during an emergency.

ALTERNATIVES

1. Approve the License of Use Agreements to ensure continued use as Reception Centres during an emergency or disaster.
2. Not approve the License of Use Agreements and provide further direction to staff.

FINANCIAL IMPLICATIONS

The License Fee per Agreement is \$5.00 for the five (5) year term, payable in advance – a total of \$40.00. Reception Centre operational supplies are considered annually through the Emergency Planning budget.

SUMMARY

The *Emergency Program Act* requires local authorities to provide Reception Centres where evacuees can go for needs assessment and referral for required resources after an emergency or disaster. The RDN has established eight (8) Reception Centres throughout the Electoral Areas over time. Two (2) Agreements have come to the end of their terms. Staff has prepared new Agreements for all Reception Centres to align the terms durations and to formalize the use of all facilities as Reception Centres during an emergency.

RECOMMENDATION

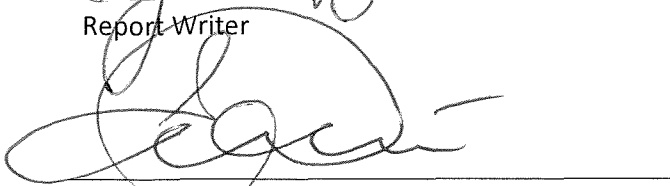
1. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Cedar Community Association for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
2. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Cranberry Fire Protection District for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
3. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Gabriola Senior Citizens Association for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
4. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Gabriola Island Community Hall Association for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
5. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Nanoose Bay Activities & Recreation Society for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
6. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Arrowsmith Agricultural Association for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.

7. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Lighthouse Community Centre for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.

8. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Bowser and District Branch (211) of the Royal Canadian Legion for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.

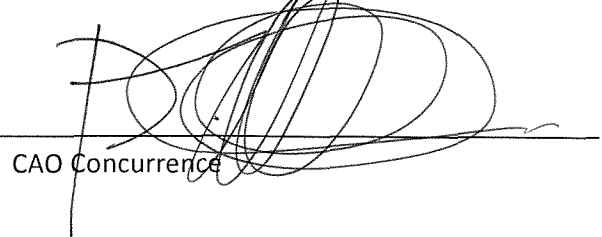


Report Writer



Manager Concurrence

General Manager Concurrence



CAO Concurrence

Attachment 1

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

CEDAR COMMUNITY ASSOCIATION
2388 Cedar Rd.
Cedar, BC V9X 1K3
(herein called the "Association")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

A. The Association is the registered owner in fee simple of lands legally described as:

Lot 1
Section 9
Range 2
Cedar District
Plan 2791

(the "Lands")

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Association covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Association's use of the Lands at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Association:

2388 Cedar Rd.
Cedar, BC V9X 1K3

- (b) if to the Regional District:

6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Association.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO

_____)
)
)
) (Seal)
Paul Thorkelsson)
Chief Administrative Officer)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the CEDAR COMMUNITY ASSOCIATION

_____)
)
) (Seal)
Authorized Signatory)
)
)
_____)
Authorized Signatory)

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

CRANBERRY FIRE PROTECTION DISTRICT
1555 Morden Road
Nanaimo, BC
V9X 1S2
(herein called the "CFPD")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

A. The CFPD is the registered owner in fee simple of lands legally described as:

Lot 3,
Block 18
Section 10
Range 7
Cranberry District
Plan 1724

(the "Lands")

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Society and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Society covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional district or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the CFPD:

1555 Morden Road
Nanaimo, B.C. V9X 1S2

- (b) if to the Regional District:

6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. **INTERPRETATION**

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO
by its authorized signatories:

_____)
Paul Thorkelsson) (Seal)
Chief Administrative Officer))
))
))
))
_____))
Jacquie Hill))
Manager, Administrative Services))

For the CRANBERRY FIRE PROTECTION DISTRICT
by its authorized signatories:

_____)
Authorized Signatory) (Seal)
))
))
))
_____))
Authorized Signatory))

LICENCE OF USE

THIS AGREEMENT dated for reference the day of , 2013.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo BC V9T 6N2

(herein after called the "Regional District")

AND:

GABRIOLA SENIOR CITIZENS ASSOCIATION
681 North Rd.
Gabriola Island BC VOR 1X0

(herein called the "Association")

WHEREAS:

- A.** The Association is the registered owner in fee simple of lands legally described as:
- Lot 1, Section 19, Gabriola Island, Nanaimo District, Plan VIP 53159
(the "Lands")
- B.** The Regional District wishes to be granted this License to Use the "Lands" in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Association has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Association covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the "Lands" in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the "Lands" to carry out any operations associated with the Association's use of the "Lands" at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2013 and ending on the 1st day of April, 2018.

5. CONSTRUCTION

The Regional District shall not construct or place any buildings or structures or make any improvements on the "Lands"

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the "Lands" by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the "Lands" by the Regional District, its agents, employees or invitees, or the carrying on upon the "Lands" of any activity in relation the Regional District's use of the "Lands".

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (i) to the Association:
681 North Rd.
Gabriola Island BC VOR 1X0

- (i) if to the Regional District:
6300 Hammond Bay Road
Nanaimo BC V9T 6N2

or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the "Lands" or any building, structure or improvement on the "Lands" is damaged while the Regional District is exercising its rights to use the "Lands" under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Legion.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the "Lands" to the Regional District

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

The Corporate Seal of the Regional)
District of Nanaimo was hereto)
Affixed in the presence of:)

_____)
Paul Thorkelsson)
Chief Administrative Officer)

_____)
Jacquie Hill)
Manager, Administrative Services)

The Corporate Seal of the Gabriola senior Citizens Association

_____)
Bob Russell)
President)

_____)
Bill Hatton)
Secretary)

LICENCE OF USE

THIS AGREEMENT dated for reference the ----- day of -----, 2013.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo BC V9T 6N2

(herein after called the "RDN")

OF THE FIRST PART

AND:

Gabriola Island Community Hall Association
2200 South Rd.
Gabriola Island BC VOR 1X0

(herein called the "Association")

OF THE SECOND PART

WHEREAS:

A. The Association is the registered owner in fee simple of lands legally described as:

That part of the south west $\frac{1}{4}$ of Section 2, Gabriola Island, Nanaimo District, containing 0.95 acres more or less, as shown on Plan 3063 and marked "School" thereon
(the "Lands")

B. The Regional District of Nanaimo (RDN) wishes to be granted this License to Use the "Lands" in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Association has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the RDN to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the RDN and the Association covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the RDN of the terms, conditions, covenants and agreements contained in this Agreement grants to the RDN a right by way of license for the RDN, its agents, employees and invitees to use the "Lands" in the event of an Emergency for the purpose of an Emergency Reception Association and for occasional practice drills with dates negotiated in advance, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the "Lands" to carry out any operations associated with the Association's use of the "Lands" at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the RDN shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The RDN shall not construct or place any buildings or structures or make any improvements on the "Lands"

6. INSURANCE

The RDN will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the "Lands" by the RDN in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the RDN as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. INDEMNIFICATION

The RDN releases and will indemnify and save harmless the Association, its directors, officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the RDN or anyone else may incur, suffer or allege by reason of the use of the "Lands" by the RDN, its agents, employees or invitees, or the carrying on upon the "Lands" of any activity in relation the RDN's use of the "Lands".

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) to the Association:

PO Box 205
Gabriola Island BC V0R 1X0

- (b) if to the RDN

6300 Hammond Bay Road
Nanaimo BC V9T 6N2

or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The RDN will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the RDN with any legal requirements. The RDN acknowledges and agrees that in the event that the "Lands" or any building, structure or improvement on the "Lands" is damaged while the RDN is exercising its rights to use the "Lands" under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the RDN to the Association.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the "Lands" to the RDN

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

The Corporate Seal of the Regional)
District of Nanaimo was hereto)
Affixed in the presence of:)
)
)
)
)
_____)
Paul Thorkelsson)
Chief Administrative Officer)
)
)
_____)
Jacquie Hill)
Senior Manager of Corporate Administration)

The Corporate of the Gabriola Island Community Hall Association)
)
)
)
_____)
Hugh Brown)
Authorized Signatory)

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

NANOOSE BAY ACTIVITIES & RECREATION SOCIETY
2925 Northwest Bay Rd.
Nanoose, BC
V9P 9J9
(herein called the "Society")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

A. The Regional District is the registered owner in fee simple of lands legally described as:

Lot 2,
District Lot 6
Nanoose District
Plan 50996

(the "Lands")

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Society and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Society covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in

the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional district or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Society:

2925 Northwest Bay Rd.
Nanoose, BC V9P 9J9

- (b) if to the Regional District:

6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. **INTERPRETATION**

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO

by its authorized signatories:

_____)
Paul Thorkelsson) (Seal)
Chief Administrative Officer))
))
))
))
))
_____))
Jacquie Hill))
Manager, Administrative Services))

For the NANOOSE BAY ACTIVITIES & RECREATION SOCIETY

by its authorized signatories:

_____))
Authorized Signatory) (Seal)
))
))
))
))
_____))
Authorized Signatory))

LICENCE OF USE

THIS AGREEMENT dated for reference the ____ day of _____, 2013.

BETWEEN:

ARROWSMITH AGRICULTURAL ASSOCIATION

PO Box 195
Coombs, BC V0R 1M0

(herein called the "Association")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Rd.
Nanaimo, BC V9T 6N2

(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

- A. The Association is the registered owner in fee simple of lands legally described as:

Lot A (DD 14541N)
Salvation Army Lot 15
Nanoose District
Plan 1939
Except Parcel 1 (DD 20284N) and Parcel 2 (DD 57485N)

(the "Lands")

- B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Association covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Association's use of the Lands at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be four (5) years commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Association:

Box 13, Coombs BC

- (b) if to the Regional District:

6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Association.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO

_____)
)
)
) (Seal)
Paul Thorkelsson)
Chief Administrative Officer)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the ARROWSMITH AGRICULTURAL ASSOCIATION

_____)
)
) (Seal)
Authorized Signatory)
)
)
_____)
Wilfrid Worland,)
President)

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

LIGHTHOUSE COMMUNITY CENTRE SOCIETY
240 Lions Way
Qualicum Beach, BC
V9K 2E2
(herein called the "Society")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

A. The Regional District is the registered owner in fee simple of lands legally described as:

Lot 1,
District Lot 32
Newcastle District
Plan 42674

(the "Lands")

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Regional District to the Society and in consideration of the premises and covenants and agreements contained in this Agreement, the Regional District and the Society covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional district or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Society:

240 Lions Way
Qualicum Beach, B.C. V9K 2E2

- (b) if to the Regional District:

6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. **INTERPRETATION**

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO
by its authorized signatories:

_____)
Paul Thorkelsson) (Seal)
Chief Administrative Officer))
))
))
))
))
_____))
Jacquie Hill))
Manager, Administrative Services))

For the LIGHTHOUSE COMMUNITY CENTRE SOCIETY
by its authorized signatories:

_____))
Authorized Signatory) (Seal)
))
))
))
))
_____))
Authorized Signatory))

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo BC V9T 6N2

(herein after called the "RDN")

OF THE FIRST PART

AND:

BOWSER AND DISTRICT BRANCH (211) OF THE ROYAL CANADIAN LEGION
7035 West Island Highway
Bowser BC V0R 1G0

(herein called the "Legion")

OF THE SECOND PART

WHEREAS:

A. The Legion is the registered owner in fee simple of lands legally described as:

Lot 1, District Lot 36, Newcastle District, Plan 2076

(the "Lands")

B. The Regional District of Nanaimo (RDN) wishes to be granted this License to Use the "Lands" in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the RDN to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the RDN and the Legion covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Legion, subject to the performance and observance by the RDN of the terms, conditions, covenants and agreements contained in this Agreement grants to the RDN a right by way of license for the RDN, its agents, employees and invitees to use the "Lands" in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Legion reserves to itself the right for the Legion, its agents, employees, contractors and invitees to have full and complete access to the "Lands" to carry out any operations associated with the Legion's use of the "Lands" at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the RDN shall pay to the Legion a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The RDN shall not construct or place any buildings or structures or make any improvements on the "Lands"

6. INSURANCE

The RDN will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the "Lands" by the RDN in the amount of not less than two million dollars per single occurrence with such greater amount as the Legion may from time to time designate, naming both the Legion and the RDN as an additional insured thereto and shall provide the Legion with a certified copy of such policy or policies.

7. INDEMNIFICATION

The RDN releases and will indemnify and save harmless the Legion, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the RDN or anyone else may incur, suffer or allege by reason of the use of the "Lands" by the RDN, its agents, employees or invitees, or the carrying on upon the "Lands" of any activity in relation the RDN's use of the "Lands".

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(a) to the Legion:

7035 West Island Highway
Bowser BC V0R 1G0

(b) if to the RDN:

6300 Hammond Bay Road
Nanaimo BC V9T 6N2

or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The RDN will indemnify the Legion from all lawsuits, damages, loss, costs or expenses the Legion may incur by reason or non-compliance by the RDN with any legal requirements. The RDN acknowledges and agrees that in the event that the "Lands" or any building, structure or improvement on the "Lands" is damaged while the RDN is exercising its rights to use the "Lands" under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the RDN to the Legion.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.



CAO APPROVAL	
EAP	
COW	
JAN 09 2013	
RHD	
BOARD	
EMSC	

MEMORANDUM

TO: Tom Armet, Manager
Building, Bylaw and Emergency Planning Services

DATE: January 8, 2013

FROM: Jani M. Drew, Emergency Coordinator

FILE:

SUBJECT: Proposal for Disaster Recovery Services

PURPOSE

To obtain Board direction on an Agreement for recovery services in the event of a large or extended emergency or disaster in the Electoral Areas.

BACKGROUND

Local authorities are required under the *Emergency Program Act [RSBC 1996, Section 6(2)]* to plan for response to and recovery from emergencies or disasters. In terms of local authority obligations, recovery is defined by the *Canadian Standards Association, 2008 (Z6100 Standards for Emergency Management and Business Continuity)* as:

“Activities and programs designed to return conditions to a level that is acceptable to the entity following an emergency or other event. Recovery programs and activities assist victims and their families, rebuild destroyed property and reconstitute government operations and services”. (*See Appendix A for Best Practices for Community Disaster Recovery*)

The Regional District of Nanaimo (RDN) has an Emergency Response Plan and the capacity to implement and sustain an effective response during an emergency or disaster. However, should a large scale, regional event occur, the provision of extended recovery services may be beyond the capacity of the RDN and community resources.

Planning for recovery is in the early stages. A Regional Community Recovery Working Group has been created with diverse membership comprised of regional stakeholders involved in various aspects of community recovery. A draft RDN Recovery Plan is underway and several staff attended a Justice Institute of BC *Planning for Community Recovery* course.

Community disaster recovery is a complex, often lengthy process that includes various measures that must be planned for and implemented to support a community, its people and organizations to return to a new normal following a major emergency or disaster (*see Appendix B for figure indicating local authority response/recovery timeline*). Recovery services and support may be necessary for weeks or months after a response has concluded. This was the case following the floods that occurred in the Cowichan Valley Regional District (CVRD) in Duncan several years ago. The CVRD engaged the services of the Canadian Red Cross Society (CRCS) for the duration of their recovery period as they did not have

sufficient personnel or volunteers to staff their Resilience Centre (where evacuees go to receive assessment for recovery services).

The Canadian Red Cross Society (CRCS) is a not-for-profit organization that is officially recognized as an auxiliary to public authorities in providing protection and assistance to evacuees from disasters. The CRCS has the resources and mandate to assist in the provision of disaster recovery and has similar Agreements with several local government organizations in British Columbia. Staff has had discussions with CRCS personnel who confirmed their agency is willing to enter into an Agreement with the RDN.

In addition to providing recovery services, the CRCS, via Agreement, can also assist during the response phase of an emergency or disaster. Should our local Emergency Social Services (ESS) capacity be over-extended, the CRCS can provide trained volunteers/staff to bolster existing volunteer resources (this type of assistance is referred to as ESS surge support).

An Agreement with the CRCS will provide trained personnel, equipment and goods distribution systems required to provide surge support capacity for local ESS teams and to provide full recovery operations services. As part of the Agreement, CRCS would re-position resources like cots, blankets, clean up and comfort kits to our area as well as increase their local volunteer capacity.

While the CRCS provides human resources and equipment, the RDN would be responsible to locate and arrange License of Use Agreements for suitable Resilience Centres (similar to arrangements for Reception Centres) in the Electoral Areas.

An Agreement with CRCS would be specific to the Electoral Areas. Municipalities within the RDN would require separate Agreements with the CRCS, should they choose a similar model for the provision of recovery services with the CRCS.

ALTERNATIVES

1. Consider an Agreement with the Canadian Red Cross Society for the provision of disaster support and recovery services.
2. That an Agreement not be considered and provide further direction to staff.

FINANCIAL IMPLICATIONS

The financial implication of disaster recovery is dependent on the nature, scope and duration of the recovery effort. The CRCS provides volunteer human resources at no cost however, certain expenses such as travel, meals, lodging and material costs may be charged to the local authority. These expenses would be paid directly by the RDN and then reimbursed by the Province as Disaster Financial Assistance claims at 100% of response and 80% of recovery costs.


Should the Board wish to enter into an Agreement for recovery services, it will be necessary for the RDN solicitor to review the CRCS's standard Agreement template. The anticipated cost of such a review is several hundred dollars.

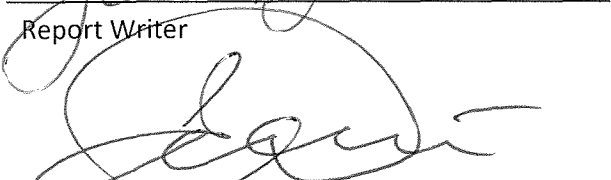
SUMMARY

The RDN is responsible under provincial regulations to provide emergency response and recovery services to evacuees following an emergency or disaster. The RDN has an Emergency Response Plan and the capacity to implement and sustain an effective response during an emergency or disaster. However, should a large scale, regional event occur, the provision of extended recovery services may be beyond the capacity of the RDN and community resources. The CRCS has the resources and mandate to assist in the provision of disaster recovery and has similar Agreements with several local government organizations in British Columbia. An Agreement for these services will enable the RDN to meet its legislated responsibilities for recovery and the ability to build disaster resilience in the Electoral Areas.

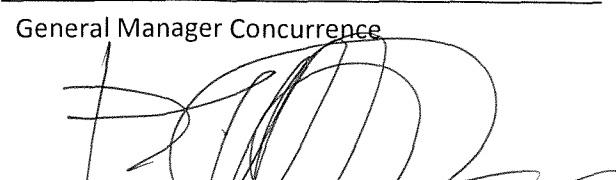
RECOMMENDATION

That staff be directed to prepare an Agreement with the Canadian Red Cross Society for the provision of disaster support and recovery services, for the Board’s consideration.


Report Writer


Manager Concurrence

General Manager Concurrence


CAO Concurrence

APPENDIX "A"

Best Practices for Community Disaster Recovery *Emergency Management BC, 2006*

Goals of Community Recovery:

- Reduce Human Suffering – helps citizens return to a new normal that offers an acceptable quality of life
- Restore Community Services
- Protect Community Culture
- Enhance Economic Vitality
- Enhance a Sustainable Community – recovery supports the concept of sustainable and resilient communities.

Operational Principles of Disaster Recovery:

- Provide Leadership
- Foster Collaboration
- Empower Individuals
- Do No Harm
- Act Quickly, Plan for the Long Term
- Plan for Transition to Normal Services
- Capture Lessons Learned

APPENDIX "B"

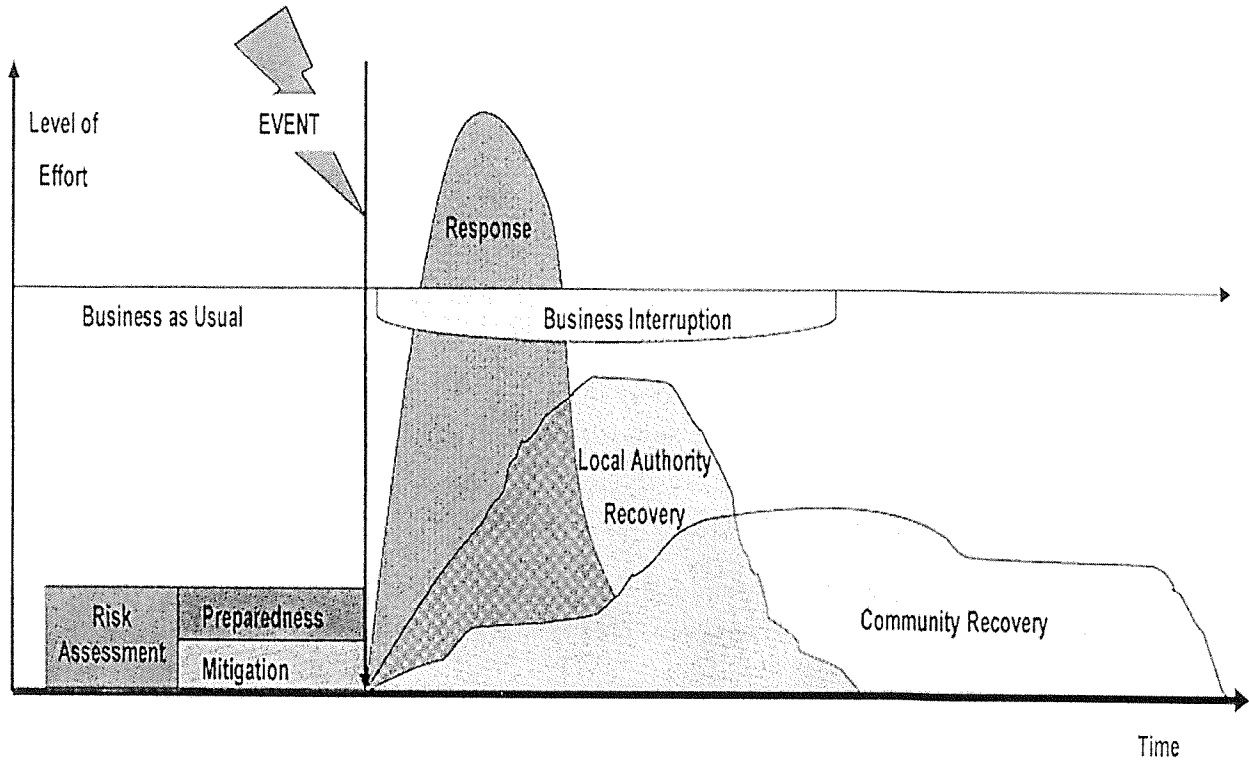


Figure 1: Conceptual Timeline Showing Comprehensive Emergency Management