



**CITY OF RICHMOND**

REPORT TO COMMITTEE

**TO:** Community Safety Committee

**FROM:** Suzanne Bycraft  
Manager, Emergency & Environmental Programs

**RE:** Workers' Compensation Board Agreement for Facility Use in an Emergency

*To Community Safety - Aug 23, 2001*

**DATE:** August 10, 2001

**FILE:** ~~5125-00~~  
5125-01

STAFF RECOMMENDATION

That the Mayor and Clerk be authorized to execute an agreement with Workers' Compensation Board for the use of their facility for mass care of displaced individuals in the event of an emergency, as outlined in Attachment 1 to the staff report dated August 10, 2001.

Suzanne Bycraft  
Manager, Emergency & Environmental Programs

Att. 1

FOR ORIGINATING DIVISION USE ONLY		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
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## STAFF REPORT

### ORIGIN

As part of its scope, the Emergency Program investigates potential relationships with local businesses and organizations, which would be beneficial in the event of an emergency. The assistance local businesses and organizations can provide needs to be predetermined and identified in the planning stages to facilitate a rapid response during an emergency.

Discussions with Workers' Compensation Board (WCB) representatives revealed possible areas of assistance in the event of an emergency. One area was the possibility of using WCB facilities to establish temporary emergency facilities where affected individuals could obtain assistance with their needs. A proposed agreement with WCB, Attachment 1, has been prepared. This report seeks approval of the agreement.

### ANALYSIS

An integral part of emergency planning is knowing and being able to access resources and assistance within the community. The type of assistance available within the community will vary with the type of business. For this reason, an established agreement will clarify the terms and conditions of the assistance provided to the City as well as any compensation required for the assistance.

The WCB has been identified as an organization which may be able to provide assistance in the event of an emergency. The WCB has several facilities which may be used as mass care facilities where individuals can seek assistance with their needs, such as emergency lodging or emergency meals.

In the event of an emergency, the WCB may require facilities to establish an Operations Centre. The City would provide facility space to the WCB, subject to availability, regardless of whether or not the City is using WCB facilities.

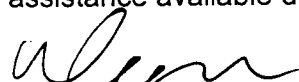
Establishing this agreement between the WCB and the City will confirm the commitment of the two organizations to work together during an emergency in the community.

### FINANCIAL IMPACT

None. Compensation would be provided to WCB for operating and supply costs if the City uses WCB facilities in the event of an emergency. As well, compensation would be provided to the City for operating and supply costs if WCB uses City facilities in the event of an emergency.

### CONCLUSION

In emergency planning, the City must consider alternative facilities which may be used as temporary shelters for individuals in need of assistance. As the WCB has appropriate facilities, establishing this agreement between the WCB and the City will confirm and clarify the assistance available during an emergency.



Wendy Mah

Project Lead, Emergency Program

WM:

## AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

BETWEEN: City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

(otherwise referred to as the **City**)

AND: Workers' Compensation Board  
c/o PO Box 5350 Stn. Terminal  
Vancouver, BC V6B 5L5

(otherwise referred to as the **Board**)

The purpose of this Agreement is to set out the general understandings between the **City** and the **Board** regarding mutual assistance in the event of an **emergency or disaster**, and is not intended, and will not be interpreted to limit, prejudice, or otherwise minimize any rights, benefit, or obligation of either the **City** or the **Board** under the *Emergency Program Act*.

WHEREAS the **City** has developed an Emergency Plan that contains a list of designated emergency reception centres;

AND WHEREAS, the **City** wishes to develop a list of alternative emergency reception centres;

AND WHEREAS, the **Board** endeavours to play an active and supportive role in the communities in which its offices are located;

AND WHEREAS, under the *Emergency Program Act*, the **City** may use any property to provide assistance in responding to a declared **emergency or disaster**;

AND WHEREAS, the **City** and **Board** wish to record in this agreement mutual understandings in connection with the possible use of **Board and City facilities** which would be adhered to, barring exigencies which do not make such adherence practicable;

AND WHEREAS, the **City** and the **Board** believe that their representatives should liaise from time to time to coordinate and cooperate

- (a) in the development of response efforts to an **emergency or disaster**; and
- (b) with a view to fulfilling the aims and objectives of the *Emergency Program Act*;

AND WHEREAS, the **City** and the **Board** believe it to be in their best mutual interests to agree upon the following terms and conditions;

NOW THEREFORE, the **City** and the **Board** hereby agree as follows:

## 1. DEFINITIONS

**Board Representative:** means the designated or alternate representative of the **Board** who has the authority to act on behalf of the **Board** during an **emergency** or **disaster**;

**Board Facilities:** means any one or all four facilities in the **Board** complex located at 6951 Westminster Highway, including the Rehabilitation Centre, Cafeteria, Main Gymnasium, and Underground Parking Area, which the **Board** has agreed to let the **City** use to accommodate residents displaced in an **emergency** or **disaster**;

**City Representative:** means the Emergency Program Manager of the **City**, the Emergency Operations Centre Director of the **City**, or their designated alternates;

**City Facilities:** means any city-owned building or any part of a city-owned building which the **City** has agreed to let the **Board** use in an **emergency** or **disaster**;

**Disaster:** refers to the term as defined in the *Emergency Program Act*;

**Emergency:** refers to the term as defined in the *Emergency Program Act*;

**Emergency Social Services:** refers to those services provided on a short-term basis to preserve the emotional and physical well-being of evacuees and response workers in **emergency** and **disaster** situations. These services may

- (a) include food, clothing, shelter, and/or personal services; and,
- (b) be delivered by individual volunteers, or volunteer groups and agencies, such as the Red Cross, Salvation Army, or St. John's Ambulance, who are engaged by the **City** to manage or assist with the operation of emergency reception centres on the premises.

## 2. NOTIFICATION

- (a) Where, in the case of an **emergency** or **disaster**, the **City** determines that the **Board facilities** are required for the purpose of **emergency social services**, the **City representative** will advise the **Board representative**, through any available means of communication, about the need to use the **Board facilities**.
- (b) Upon being notified, the **Board representative** will immediately work with the **City representative**, through any available means of communication, to assist the **City** in accessing and using the **Board facilities**.

### 3. USE OF FACILITIES

- (a) The **City** may or may not choose to activate the **Board facilities** as a reception centre and/or group lodging facility, and where the **City** does consider the use of these **Board facilities**, the **City** will have such **Board facilities** assessed for structural soundness to ensure that they are safe to occupy.
- (b) The use of the **Board facilities** is contingent on a determination that the safety and security of **Board** staff, patients, visitors, contractors, and other persons who may be present in the **Board facilities** at the time of the **emergency** or **disaster** will be accommodated, together with the needs of evacuees.
- (c) The **City** may use the **Board facilities** to deliver **emergency social services** on the understanding that
  - (i) the Rehabilitation Centre, Main Gymnasium, and Underground Parking Area may be used as a reception centre and/or group lodging facility; and,
  - (ii) the Cafeteria may be used for food service.
- (d) The **City representative** will discuss with the **Board representative** as to the possible length of stay at the **Board facilities**, which is anticipated to be of no less than three days duration.
- (e) In the event of an **emergency** or **disaster**, the **City** will make **City facilities** available to the **Board**, for use as an Operation Centre by up to 20 **Board** managers and senior staff, for up to one week, subject to availability, and regardless of whether or not the **City** is using the **Board facilities**.

### 4. STAFFING

The **Board** will make every reasonable effort to have one or more members of its staff at the **Board facilities** at all times to assist the **City** with the operation and maintenance of the **Board facilities** during an **emergency** or **disaster**.

### 5. DILIGENCE AND CARE

- (a) Prior to the use of the **Board facilities** by the **City**, the **Board representative** and the **City representative** will, where reasonably practical, jointly inspect the **Board facilities** and make notes of any pre-existing damage, deficiencies, or other such concerns about the facilities.
- (b) The **City** will make every effort to use the **Board facilities** with due diligence and care.
- (c) The provisions of clause (a) and (b) apply equally to the **Board** where **City facilities** are used by the **Board**.

## 6. COSTS

- (a) The **City** will reimburse the **Board** for any operating costs which result from the use of the **Board facilities**, which are in excess of the normal operating costs of such facilities.
- (b) The excess costs referred to in clause (a) may include, but are not limited to, the actual cost of supplies, overtime wages or overtime salaries paid to employees, additional utility costs for heating and lighting, additional expenses incurred in cleaning, additional security costs, long distance telephone charges, and all other costs related to the use of the **Board facilities** by the **City**.
- (c) Where feasible, the **Board** will
  - (i) notify the **City** before such costs are incurred; and
  - (ii) submit a detailed invoice to the **City** when the use of such facilities are no longer required.
- (d) The provisions of clauses (a), (b), and (c) apply equally to the **Board** where **City facilities** are used by the **Board**.
- (d) The **City** will compensate the **Board** for such excess costs in accordance with the Regulations of the *Emergency Program Act*, or directly, if the Regulations do not apply, whereas the **Board** will compensate the **City** directly.

## 7. CONDUCT ON BOARD PREMISES

- (a) The **City** will take all reasonable precaution against vandalism, mischief, or behaviour contrary to municipal, provincial, or federal statutes, by any person, group, firm, or corporation who are accommodated on, or who make use of the **Board facilities**.
- (b) The provisions of clause (a) apply equally to the **Board** where **City facilities** are used by the **Board**.

## 8. FOOD PREPARATION

Where reasonably possible, food will be prepared at the Cafeteria referred to in clause (c) (ii) of section 3, and will be served in the areas normally set aside for such activities, where **Board facilities** are being used by the **City**.

## 9. RETURN OF EQUIPMENT AND SUPPLIES

The **City** will remove all borrowed, donated, or purchased equipment (including but not limited to mattresses, beds, furniture, recreational equipment, clothing, and baby supplies) from all **Board facilities** where such items are no longer required in connection with the **emergency** or **disaster**.

