

Oct, 08  
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## **Municipal Peacetime Emergency Management Assistance Agreement**

This Agreement made the      day of      , 200

among the

**Municipalities and Regional Emergency Management Organizations  
of:**

(List to place in the appropriate order here)

**WHEREAS**, the parties hereto are Municipalities or Regional Emergency Management Organizations within the meaning of the Nova Scotia Emergency Management Act, 1990, c.8, s.1; and First Nation Communities; and

**WHEREAS**, the Municipalities, Regional Emergency Management Organizations and First Nation Communities are vulnerable to a variety of Peacetime Emergencies; and

**WHEREAS**, the parties hereto wish to make arrangements with each other to provide mutual aid and assistance as may be required at the appropriate times during Peacetime Emergencies:

### **Section 1. DEFINITIONS**

“Agreement” means this Municipal Peacetime Emergency Management Mutual Aid and Assistance Agreement;

“Authorized Representative” means a person, who has been authorized in writing by that party to request, to offer, or to otherwise provide assistance under the terms of this Agreement; the list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement; In the event of a change of personnel, unless otherwise notified the presumption will be that the successor to that position will be the authorized representative;

“Mutual Aid Resources” means employees of the Providing Municipality and members of any volunteer Emergency Program of the Providing Municipality;

“Party(s)” means a municipal unit(s), a Regional Emergency Management Organization and/or First Nations Community that has adopted and executed this Agreement;

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“Providing Municipality” means the party(s) that has received a request for mutual aid and assistance under this agreement;

“Requesting Municipality” means the party(s) requesting the mutual aid and assistance under the Agreement.

## Section II. **INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES**

When an emergency or disaster strikes, it is recognized that any party to this Agreement may be requested by another party to be a Providing Municipality. The extent of the aid and assistance given will be at the discretion of each Providing Municipality, having due regard for their own need for resources at the time of the request. It is understood that each party’s foremost responsibility is to its own citizens. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

## Section III. **PROCEDURES FOR REQUESTING ASSISTANCE**

When a Requesting Municipality becomes affected by a disaster or emergency and deems its resources inadequate to cope with the disaster or emergency, it may request mutual aid and resources by communicating the request to the Providing Municipality(s), indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of a state of local emergency under the Emergency Management Act, 1990, c.8, ss. 12 (2).

*A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:* Requesting Municipality shall set forth requests by means of one of the two options described as follows:

- (i) **REQUEST ROUTED THROUGH THE MAYOR OR WARDEN:** The senior elected official or his/her designated alternate of the Requesting Municipality shall make requests for aid and assistance and resources to the senior elected official, or his/her designated alternate of the Providing Municipality.

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- (ii) **REQUEST MADE DIRECTLY TO AUTHORIZED REPRESENTATIVE:**  
An Authorized Representative or his/her designated alternate of the Requesting Municipality shall make requests for mutual aid assistance or resources to the Authorized Representative or his/her designated alternate of the Providing Municipality.
- (iii) **RECORD OF REQUESTS TO BE PROVIDED;** The Requesting Municipality shall provide a record of request for assistance to the Emergency Management Coordinator of the Providing Municipality, in a timely manner.

**B. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

1. *Stricken Area and Status:* A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. *Services:* Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. *Aid and Assistance:* The amount and type of personnel needed and a reasonable estimate of the length of time they will be needed;

*Provider's Traveling Employee Needs*—Unless otherwise stated by the Requesting Municipality, it is mutually agreed that the Requesting Municipality will provide for the movement and deployment of the Providing Municipality's employees. Requesting Municipality shall pay for all reasonable out-of-pocket costs and expenses of Providing Municipality's mobilization, movement, and deployment of personnel to and from the designated area. Further, Requesting Municipality shall house and feed Providing Municipality's personnel at its own sole cost and expense. If Requesting Municipality cannot provide such food and/or housing at the designated area, Requesting Municipality shall specify in its request for assistance that self-contained personnel are needed.

4. *Meeting Time and Place:* An estimated time and a specific place for a representative of Requesting Municipality to meet the personnel of any Providing Municipality.

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#### **Section IV. PROVIDING MUNICIPALITY'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the Requesting Municipality, the Providing Municipality's Authorized Representative shall assess its own local situation at that time in order to determine resources. If the Providing Municipality's Authorized Representative determines that it has available resources, the Providing Municipality's Authorized Representative shall so notify the Requesting Municipality. The Providing Municipality shall complete a written acknowledgment, whether on the request received from the Requesting Municipality or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Requesting Municipality for a final response. The Providing Municipality's acknowledgment shall contain the following information:

1. response to the items contained in the request, a description of the Mutual Aid Resources (personnel) available;
2. the projected length of time such Mutual Aid Resources will be available to serve the Requesting Municipality, particularly if the period of time is projected to be shorter than one week.
3. the estimated time when the assistance provided will arrive at the location designated by the Requesting Municipality; and
4. the Providing Municipality will specify what particular expertise the employee has. i.e. the requested individual(s) has met and maintained the applicable training standards for the position he/she is to fill.

When a Providing Municipality submits a written acknowledgment to a Requesting Municipality's request, the Providing Municipality shall notify the Requesting Municipality's Authorized Representative. The Requesting Municipality shall respond to the Providing Municipality's written acknowledgment by executing and returning a copy of the written request to the Providing Municipality by the most practical means, and maintaining a copy for its file.

#### **Section V. COMMAND AND CONTROL**

It is understood that the Requesting Municipality affected or threatened by an emergency or disaster and requesting mutual aid shall implement its emergency plan for the duration of operations, and assume direction and control over the human resources contributed by the other Providing Municipality(s). The Requesting Municipality shall provide necessary credentials to Providing Municipality's personnel authorizing them to operate on behalf of the Requesting Municipality.

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## Section VI. **LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

Unless otherwise provided, the duration of the Providing Municipality's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of the Providing Municipality and the Requesting Municipality.

As noted in Section II of this Agreement, Providing Municipality's personnel shall remain subject to recall by Providing Municipality to provide for its own citizens, if circumstances so warrant. Providing Municipality shall make a good effort to provide at least 24 (twenty-four) hours advance notification to Requesting Municipality of its (Providing Municipality's) intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

## Section VII. **REIMBURSEMENTS**

Except as otherwise provided below, it is understood that the Requesting Municipality shall pay to the Providing Municipality all documented costs and expenses incurred by Providing Municipality as a result of extending aid and assistance to the Requesting Municipality. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Requesting Municipality and the Providing Municipality. Requesting Municipality shall be ultimately responsible for reimbursement of all eligible expenses. Providing Municipality shall submit reimbursement documentation to Requesting Municipality.

- A. *Personnel*—During the period of assistance, Providing Municipality shall continue to pay its employees according to its prevailing policies and regulations. Requesting Municipality shall reimburse Providing Municipality for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including but not limited to, employee retirement.
- B. *Record Keeping*—Providing Municipality shall maintain records and submit invoices for reimbursement by Requesting Municipality.
- C. *Payment; Other Miscellaneous Matters as to Reimbursements*—The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than 60 (sixty) days following the period of assistance, unless the deadline for identifying damage is extended. Requesting Municipality shall pay the bill or advise of any

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disputed items, not later than 60 (sixty) days following the billing date. These time frames may be modified in writing by mutual agreement. This shall not preclude the Providing Municipality or the Requesting Municipality from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment and resources provided to the Requesting Municipality.

#### **Section VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Providing Municipality's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Providing Municipality.

#### **Section IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

It is mutually understood that a Requesting and Providing Municipality shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that the Providing Municipality will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

#### **Section X. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

When a Providing Municipality provides resources to a Requesting Municipality pursuant to this Agreement, and if a claim for damages is brought against the party or parties by reason of negligence of employees or members of its volunteer program acting in the course of their duties pursuant to this Agreement, each party shall be responsible to defend the claim at its own cost: Furthermore, if a party is found liable for the acts of its employees or members of its volunteer program acting in the course of their duties pursuant to this Agreement, that party shall be solely liable for resulting damages and shall indemnify the other party for payment of same.

No party to this Agreement shall be liable in damages to another party for failing to respond to a request for assistance under this Agreement or for failing to render adequate assistance.

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## Section XI. AMENDMENTS

*Manner*—This Agreement may be modified at any time upon the mutual written consent of the parties.

If any disagreement arises among the parties as to the proper interpretation of this Agreement, the parties shall submit the area of disagreement to an arbitrator as provided by the Arbitration Act.

## Section XII. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, and shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year. A party may terminate its participation in this agreement upon at least sixty (60) days written notice to the other parties. Once a termination is effective, it shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

## Section XIII. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**IN WITNESS WHEREOF** each of the parties have caused this Municipal Peacetime Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its authorized signing officers, who have signed accordingly with seals affixed and attested, as of the date set forth in this Agreement.

**SIGNED, SEALED, AND DELIVERED**  
in the presence of:

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