

**THIS INTERMUNICIPAL AGREEMENT** sets forth a framework for a Regional Emergency Management Organization between:

**THE MUNICIPALITY OF THE DISTRICT OF ARGYLE (MODA)**, a municipal body corporate pursuant to the Municipal Government Act:

**And**

**THE MUNICIPALITY OF THE DISTRICT OF YARMOUTH (MODY)**, a municipal body corporate pursuant to the Municipal Government Act:

**And**

**THE TOWN OF YARMOUTH (TOY)**, a municipal body corporate pursuant to the Municipal Government Act.

(Collectively, the "Municipalities")

**WHEREAS:** MODY and TOY previously entered into an Inter-Municipal Emergency Services Agreement effective August 1, 2015, which they intend to terminate to facilitate the entry into this Inter-Municipal Services Agreement;

**AND WHEREAS** the Emergency Management Act Section 10(1) & (2) specify the powers and duties of Municipalities;

**AND WHEREAS** all parties now wish to enter a new Inter-Municipal Emergency Services Agreement effective October 1, 2019

**AND WHEREAS** the Municipalities wish to take a regional approach to Emergency Management;

**NOW THEREFORE** witness in consider of the mutual promises and covenants contained herein the parties hereto agree as follows:

**DEFINITIONS**

(a) "Assistant Coordinator" means Assistant Regional Management Coordinators

(b) "CAO" means Chief Administrative Officer

- (c) "Capital Expenditure" means that REMO may, through their all hazards planning approach, identify and recommend the purchase of a capital asset to address a gap in the provision of emergency services. The asset may be required by one or all parties to this agreement. Should MODA, TOY and MODY unanimously agree that the asset shall be funded, the funding shall be in accordance with the funding allocation in appendix one of this agreement. Should two parties to this agreement agree, the allocation of funding shall be calculated as in appendix one, with two members instead of three.
- (d) "Concept of Operations" means the operational guidelines set forth to direct the operations of the Emergency Coordination Centre
- (e) "DFAA" means Government of Canada Disaster Financial Assistance administered by Public Safety Canada (PS)
- (f) "Deputy Coordinator" means the person charged to back up or replace the Regional Emergency Management Coordinator during all phases of emergency planning
- (g) "Emergency" means a present or imminent event in which a Municipality and/or Municipalities believe prompt coordination of action or regulation of persons or property must be undertaken to protect property or the health, safety or welfare of people within the Municipality/Municipalities.
- (h) "Emergency Management" means the prevention and mitigation of, preparedness for, response to and recovery from emergencies.
- (i) "Emergency Management Act" means Emergency Management Act. 1990, c. 8, s. 1; 2005, c. 48, s. 1 "Mutual Aid" means an agreement among emergency responders to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources, such as a disaster or a multiple-alarm fire.
- (j) "Coordination Centre" means Regional Emergency Coordination Centre
- (k) "Coordinator" means the Regional Emergency Management Coordinator
- (l) "Executive Committee" means Regional Emergency Management Executive Committee.
- (m) "REMO" means Regional Emergency Management Organization.

- (n) "Planning Committee" means Regional Emergency Management Planning Committee
- (o) "Uniform Assessment" means a measure of a municipality's financial health is its own-source revenue base as represented by the total uniform assessment. This figure is the total of the taxable property assessment plus the value of grants municipality receives from special property tax arrangements

## **GENERAL**

1. The purpose of this inter-municipal services agreement hereafter called (Agreement) is to provide for a coordinated response to an emergency occurring within Yarmouth County (including MODY, MODA & TOY) referred to in this Agreement as the Region.
2. This Agreement also provides for the parties to render mutual aid with respect to personnel and equipment during an emergency.
3. This Agreement is to provide for the joint provision of services and facilities by the municipal units in the region pursuant to 60(1) of the Municipal Government Act and Section 10 (2) (c) of the Emergency Management Act.
4. The planning of and coordination of emergency service delivery during a real or imminent emergency as defined by the Emergency Management Act, shall be provided by the REMO.
5. This agreement is to provide for the determination, recommendation and facilitation of the training needs for municipal staff and elected officials within the REMO.

## **HOST MUNICIPALITY**

6. MODA will be the Host Municipality.
7. The Region's Coordination Centre will be located at the existing EMO Centre at 225 Pleasant Street, Yarmouth. A secondary back up Coordination Centre will be located at the Rotary Centre, 107 Cemetery Road, Hebron, Yarmouth County.

8. The Host Municipality will be responsible for all administrative functions including financial, payroll, record keeping, minute taking and reporting on behalf of REMO during non-emergency situations.
9. The Host Municipality will maintain a set of books and accounts for the financial administration and record keeping of the REMO.
10. The Host Municipality will include the Coordinator's activities on their Municipality's liability insurance policy.
11. Each Municipality will maintain appropriate insurance coverage on its respective REMO assets.
12. The Host Municipality shall be responsible for the employment and/or contracting of the position of the Coordinator and Deputy Coordinator.

## **STRUCTURE**

13. The REMO shall consist of an Executive Committee and a Planning Committee.
14. A Coordinator will be responsible for the execution of the activities of the REMO. Assistant Coordinators, as provided by each municipal unit will support the Coordinator in the execution of the REMO mandate.
15. A Deputy Coordinator will be responsible for the execution of the activities of the REMO if the Coordinator is not available as well as supporting the Coordinator in the normal activities of the REMO.

## **REGIONAL EMERGENCY MANAGEMENT EXECUTIVE COMMITTEE**

16. The Executive Committee shall be responsible for the governance and direction of emergency preparedness activities within the region and to advise the appointing Councils pursuant to Section 10(1) (d) of the Emergency Management Act.
  - a. Each party to this Agreement shall appoint to the Executive Committee two (2) members of its Council, one of whom shall be the Mayor or Warden.

- b. Members of the Executive Committee are appointed for the same term of office as the Council that appoints them and shall hold office until their successors are named. (subject to a. above).
- c. In the event of a vacancy occurring, the Council that appointed the member shall appoint a replacement within six weeks after the vacancy.
- d. The Executive Committee shall annually elect one of its members to be chair and one to be vice-chair, who shall act in the absence or incapacity of the chair. The chair shall not be appointed for consecutive annual terms.
- e. The chair or other person presiding shall vote on every question before the Executive Committee.
- f. Quorum for the Executive Committee shall be 50% plus one with one representative from each unit.
- g. The Chief Administrative Officers for each Municipal unit as well as the Coordinator shall be non-voting members of the Executive Committee.
- h. The Deputy Coordinator and the Assistant Coordinators may attend meetings of the Executive Committee as non-voting members, if requested.

#### **REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE**

- 17. A Planning Committee shall be responsible for recommending policy and procedures to the Executive Committee for maintaining a reasonable state of preparedness for emergencies and shall consist of representatives of emergency services and other agencies who may have direct operational responsibilities in an emergency.
- 18. A Planning Committee shall be comprised of the Coordinator, the Deputy Coordinator and the Assistant Coordinators. This group's responsibility would be formulating policy & procedure recommendations, planning, training and exercises.
- 19. The Coordinator shall appoint a chair to the Planning Committee.

20. The Planning Committee will host quarterly stakeholder meetings to provide updates from the Planning Committee as well as receive updates and feedback from the stakeholder organizations.

The following are a list of typical agencies who may attend stakeholder meetings of the Planning Committee:

- Ground Search and Rescue
- Public Works
- RCMP
- Department of Community Services
- Canadian Red Cross
- Department of Health & Wellness
- Western Regional Housing Authority
- Fire Services
- Emergency Health Services
- Department of Lands and Forestry
- Department of Transportation & Infrastructure Renewal
- Yarmouth Amateur Radio Club
- Other agencies as required

#### **REGIONAL EMERGENCY MANAGEMENT COORDINATOR**

21. The Coordinator and the Deputy Coordinator will be hired by the three CAOs of the Region who will collectively be responsible for their performance management, following the Host Municipality's Human Resources Policies and Procedures.
22. Compensation associated with the Coordinator position will form part of the annual REMO operating budget. The CAOs are responsible for the description of responsibilities of the Coordinator.
23. The Coordinator shall have an annual evaluation of his/her performance by the CAO's of the three units in accordance with the policies and procedures of the Host Municipality.

**ASSISTANT EMERGENCY MANAGEMENT COORDINATORS**

24. The parties agree to each appoint a staff member as an Assistant Coordinator to act as a liaison with the Coordinator. It will be each Municipality's responsibility to fill vacancies in this position as they occur.
25. The Assistant Coordinators shall;
  - a. Participate in the Planning Committee meetings.
  - b. Assure that the interests of each unit are served.
  - c. Assist the Coordinator with identification of emergency training requirements of staff from their respective Municipality.
  - d. Participate in planned exercises as well as emergency responses throughout the Region.
  - e. Other responsibilities as mutually agreed between the Coordinator and respective CAO's.

**EMERGENCY OPERATIONS**

26. The REMO shall be the organization directly responsible for the control and conduct of emergency response operations according to the plans and procedures adopted from time to time. REMO will request support from other agencies in accordance with formal or informal arrangements.
27. The REMO is authorized to operate, maintain and manage physical facilities for emergency activities at a centralized coordination facility.
28. The Host Municipality may contract with any person or organization, including a municipal unit which is party to this Agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to the REMO by this Agreement, within the approved budget.
29. Any capital asset created or acquired by the REMO shall be owned jointly by the parties in the proportion they contributed at the time of purchase, except for assets contributed solely by a municipality and those assets shall remain the property of that municipality.
30. The REMO shall establish its own Concept of Operations for the Coordination Centre.

31. The parties recognize that an emergency may require the sharing or redeployment of personnel and equipment in order to save lives or minimize damage to property or the environment and undertake to provide personnel and equipment as deemed appropriate by the Executive Committee and recommended by the Planning Committee.
- a. Any cost associated with the deployment of external resources of a responding municipality related to emergency management will be borne by the responding municipality. REMO shall maintain a separate accounting of costs incurred in the response to an emergency that are over and above the annual operating budget costs.
  - b. REMO will assist the respective municipal units in making application to other jurisdictions where re-imbusement opportunities are available through legislation and regulation in relation to expenses incurred as a result of emergency situations.
  - c. During an emergency, the REMO would be responsible to communicate any uninsured cost claims to Nova Scotia EMO, no matter if the emergency is affecting one municipal unit, two or all three. If the emergency extends past the county into other areas, their total would also be calculated by our staff to determine if the DFFA threshold is met. In such an event, the local Coordination Centre would activate, and municipal finance staff would take on the role of gathering the appropriate financial information to be forwarded to the Province.
32. The parties shall share the normal operational costs of the REMO based on an annual budget divided proportionally based upon a blended formula including uniform assessment, population and equal shares as indicated in **Appendix A**.
- a. The Executive Committee shall recommend to the parties of this Agreement an operating and budget by February 28 of the fiscal year prior to the fiscal year of the recommended budget. If the deadline is not met by the Executive Committee, the total budget figure shall remain at the same level as the prior year budget, or a different figure as agreed upon by all three CAO's. The approval of the operating and budget will be subject to the approval of the three municipal units.
  - b. The host municipality will invoice the other contributing Municipalities for their portion of the operating costs semi-annually based on the approved budget.
  - c. If the REMO requires additional money for operating purposes, any such increase is subject to approval by all parties.



- d. Assets identified as necessary for an individual municipal unit may be acquired and owned by that unit. However, it is mutually understood and agreed that assets acquired to support the activities of the REMO will be made available, as needed, to all parties of the Agreement. Cost sharing of the asset acquisition may be negotiated among the parties.

33. The fiscal year of the REMO shall be from April 1 to March 31 of the following year.

34. This Agreement is conditional on the parties passing a complementary by-law respecting the coordinated response to an emergency pursuant to the Emergency Management Act.

#### **TERMINATION OF AGREEMENT**

35. This Agreement has effect commencing October 1, 2019.

36. This Agreement has effect from year to year until terminated by the agreement of all parties.

37. This Agreement continues in force until notice of termination is given by the Council of any party to the Councils of the other parties not less than one (1) year prior to the intended termination date, which shall be the 31<sup>st</sup> day of March in a year to be specific in the notice of termination.

38. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the effective date of the withdrawal and any severance costs related thereto, should it apply.

39. In addition to the liabilities at the effective date of withdrawal, the party withdrawing from the agreement shall be responsible for their share of the subsequent year REMO operating costs. The party's percentage of costs shall be calculated using the prior year approved operating budget.

40. Upon dissolution of the REMO by unanimous consent of the parties, the parties are responsible for the liabilities of the REMO in proportion to the amounts contributed up to the effective dissolution date.

**INDEMNIFICATION**

41. Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the REMO.

**DISPUTE RESOLUTION**

42. If any disagreement arises among the parties as to the proper interpretation of this Agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the Arbitration Act.
43. The parties acknowledge and agree that all headings are inserted for convenience only and do not form part of the Agreement.
44. This Agreement is governed by the laws of Nova Scotia.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their respective officials, duly authorized on behalf, on the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

**MUNICIPALITY OF THE DISTRICT OF ARGYLE**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Danny Muise, Warden

\_\_\_\_\_  
Alain Muise, Chief Administrative Officer

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

**MUNICIPALITY OF THE DISTRICT OF YARMOUTH**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Leland Anthony, Warden

\_\_\_\_\_  
Victoria Brooks, Chief Administrative Officer

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

**TOWN OF YARMOUTH**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Pam Mood, Mayor

\_\_\_\_\_  
Jeff Gushue, Chief Administrative Officer

**APPENDIX ONE – INTERMUNICIPAL AGREEMENT FUNDING FORMULA**

**Regional Emergency Measures Organization  
Funding calculation - initial contract  
October 1, 2019**

	<b>Uniform Assessment</b>	<b>%</b>	<b>Population</b>	<b>%</b>
<b>Municipality of the District of Argyle</b>	516,021,031	31.46%	7,899	32.56%
<b>Municipality of the District of Yarm.</b>	696,165,033	42.44%	9,845	40.58%
<b>Town of Yarmouth</b>	428,103,121	26.10%	6,518	26.87%
	1,640,289,185	100.00%	24,262	100.00%
	<b>Equal</b>	<b>%</b>	<b>All 3 Average</b>	
<b>Municipality of the District of Argyle</b>	33.33%	33.33%	<b>32.45%</b>	
<b>Municipality of the District of Yarm.</b>	33.33%	33.33%	<b>38.78%</b>	
<b>Town of Yarmouth</b>	33.33%	33.33%	<b>28.77%</b>	
	100.00%	100.00%		

**This funding formula shall have be recalculated upon the release of population census data from the Government of Canada and shall include the uniform assessment of the reference census year.**