

Report CCR-CS-25-16

To: Chair Eccles and Members of the Corporate Services Committee
From: Marlene McLevy, Emergency Systems Coordinator/Claims Supervisor
Meeting Date: September 13, 2016
Subject: **Grey County Emergency Mutual Assistance Agreement**
Status: Recommendation adopted by Committee as presented per Resolution CS65-16; Endorsed by County Council on October 4, 2016 per Resolution CC125-16;

Recommendation(s)

WHEREAS the Emergency Management Act, R.S.O. 1990, c. E. 9 provides that the Council of a municipality may make an agreement with another municipality for the provision of any personnel, service, equipment or material during a declared emergency;

AND WHEREAS it is desirable to have such an agreement in place to provide a clear framework within which municipalities may make and respond to requests for assistance during a declared emergency and to provide clarity around common questions arising from such giving and receiving of assistance;

NOW THEREFORE BE IT RESOLVED THAT Report CCR-CS-25-16 be received;

AND THAT Grey County Council supports the proposed Mutual Assistance arrangement as set out in Report CCR-CS-25-16;

AND FURTHER THAT the County of Grey enter into such an agreement with all of its willing member municipalities.

Background

The Emergency Management Act, R.S.O. 1990, c. E. 9 provides that the Council of a municipality may make an agreement with another municipality for the provision of any personnel, service, equipment or material during a declared emergency. Such an agreement does not supersede nor apply to the services covered under any mutual aid plan or agreement developed under the authority of the Fire Protection and Prevention Act 1997, S.O., 1997, c.4, as amended, or the direction of the Ontario Fire Marshal, to facilitate provision of fire protection services.

The existence of a Mutual Assistance Agreement within the County of Grey will allow for each member municipality to streamline its request for assistance, or its provision of assistance, to one another during a declared emergency within predetermined and mutually agreed-upon terms. It will remove much of the guesswork and potentially faulty assumptions out of requesting or providing assistance during an emergency.

As part of the contingency planning process, Mutual Assistance Agreements are an important element to the success of the response to and the recovery from any emergency. Most, if not all, of the adjacent Counties and their member municipalities have executed mutual assistance agreements for implementation during declared emergencies.

A link to the draft Mutual Assistance Agreement is attached below for Council's consideration. This draft is a result of a review process which involved all member municipalities within Grey County for input. Highlights of the draft Mutual Assistance Agreement are as follows:

What may be provided as assistance?

- Services, Equipment, Materials, Personnel (e.g. various staff including CEMC, heavy equipment operators, building officials etc.)

How is request for assistance made?

- CAO (requesting party) asks CAO (other municipality)
- Request can be made verbally at first, followed up in writing up to three days later
- Written Request Form is included

What are the benefits of having such an agreement?

- Everyone knows what the process is; reduces confusion in the midst of chaos
- Each CAO is authorized to request and/or to agree to provide assistance;
- Speeds up the process as request doesn't need to go through Council of the Assisting Municipality at the time of the emergency

How may Building Officials be shared?

- Building officials are deemed appointed for the Assisted Municipality in accordance with the Building Code Act for the duration of the emergency or longer as required
- Outlines that the certificate of appointment is required, therefore each municipality should have those certificates ready and included within the plan or as a schedule to this agreement if that makes sense

Who pays for assistance provided?

- Assisted Municipality

What if an Assisting Municipality wishes to donate some or part of its assistance?

- Nothing in the agreement prevents the council of the Assisting Municipality from passing a resolution to waive part/all of the fees associated with provision of the assistance, but it is not an assumption that this will occur and the Assisted Municipality should be prepared to pay for all assistance provided as per its requests made under this agreement.

What is payable?

- Wages, salaries, expenses (reasonable costs incurred by the Assisting Municipality in providing the assistance)
- Food, lodging if necessary, etc.
- Operating costs of personnel, equipment, services, materials (e.g. fuel)

Estimates of cost to assist?

- Assisting Municipality will provide, if practical, estimate of cost to provide assistance
- Equipment will be charged out at current Ontario Provincial Standard Specification (OPSS) 127 rates

Who is considered the employer of staff sent from the Assisting Municipality to the Assisted Municipality in response to a request for additional staff?

- Assisting Municipality remains the employer

Who provides supervision of staff provided by Assisting Municipality to Assisted Municipality?

- Staff provided by the Assisting Municipality will take direction from the on-site supervisor where the assistance is being provided

- However, the Assisting Municipality remains responsible for supervising its personnel and equipment, and staff are expected to bring concerns to their manager as they would for any other situation outside of the emergency
- The Assisting Municipality shall ensure that its supervisors are available on/off site at all times for consultation with its staff who have been sent to help the Assisted Municipality

How is the Assisting Municipality kept in the information loop about the emergency/progress, etc.?

- Assisting Municipality is allowed to appoint a representative to join the Emergency Control Group of the Assisted Municipality for the duration of the emergency to act as a liaison

Indemnity

- Assisted Municipality indemnifies Assisting Municipality

Limitations

- No party is obligated to provide assistance; right to refuse any request is retained and right to offer other options to what was originally requested
- No liability where a party fails to respond to a request for assistance
- No obligation on Assisting Municipality to provide further assistance/take action beyond which was specifically agreed upon
- Assisting Municipality (through CAO) may withdraw any/all assistance upon providing verbal/written notice

Financial/Staffing/Legal/Information Technology Considerations

Only one outstanding issue remains for consideration. The insurer of one of the municipalities suggested that it be stipulated in the agreement that an Assisted Municipality would indemnify an Assisting Municipality for the cost of its staff time that is later spent testifying at a tribunal, inquest or other such proceeding which relates to its participation in responding to the declared emergency of the Assisted Municipality.

In considering this, some research was done by County staff into other similar agreements or arrangements. None of the mutual assistance agreements of the adjacent Counties/municipalities to Grey County contain such a specific provision.

It was further found that the provincial template of the Fire Mutual Aid agreement contains no such clause, nor is it the practice of the Ontario Provincial Police to charge an assisted municipality for such services. Any costs, including travel, are borne by the

assisting fire department or the home detachment, unit or bureau of the OPP. Similarly, if Grey County Paramedics are called to provide testimony at such a proceeding, Grey County absorbs the cost of the related staff time and travel.

So, although the draft agreement does not specifically contain such a provision, neither does it contain any provision which would preclude the assisting municipality from pursuing such costs if it wished to do so. It is therefore felt that this would be better addressed on a case by case basis by the specific parties involved at the time the request for assistance is made.

Participation in the Mutual Assistance Agreement will have no effect on budgets, staffing, legal or information technology issues.

Link to Strategic Goals/Priorities

The recommendations of this report support Grey County in its goals to enable healthy and resilient communities, and to listen and work together.

Attachments

[Emergency Management Mutual Assistance Agreement](#)

Respectfully submitted by,

Marlene McLevy
Emergency Systems Coordinator/Claims Supervisor

Director Sign Off: *Sharon Vokes*