



MANITOBA



NEW BRUNSWICK

## EMERGENCY MANAGEMENT ASSISTANCE MEMORANDUM OF UNDERSTANDING

BETWEEN  
THE GOVERNMENT OF MANITOBA,  
REPRESENTED BY THE  
PREMIER OF MANITOBA  
AND  
THE GOVERNMENT OF NEW BRUNSWICK,  
REPRESENTED BY THE  
PREMIER OF NEW BRUNSWICK

Hereinafter designated as the partners.



## PURPOSE AND AUTHORITIES – ARTICLE I

The Emergency Management Assistance Memorandum of Understanding, hereinafter referred to as the “MOU” is made and entered into by and among such of the Canadian provinces or territories as shall enact or adopt this MOU, hereinafter referred to as “partners.”

For the purposes of this agreement, the term “partners” includes the Provinces of New Brunswick and Manitoba and such other Canadian province or territory as may hereafter become a partner to this MOU.

The purpose of this MOU is to provide for the possibility of mutual assistance among the partners in managing any emergency or disaster when the affected partner or partners ask for assistance, whether arising from natural disaster, technological hazard, man-made disaster or civil emergency aspects of resources shortages.

This MOU also provides for the process of planning mechanisms among the agencies responsible and for mutual co-operation, including, if need be, emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by partners or subdivisions of partners during emergencies, with such actions occurring outside actual declared emergency periods. Mutual assistance in this MOU may include the use of emergency forces by mutual agreement among partners.

## GENERAL IMPLEMENTATION – ARTICLE II

Each partner entering into this MOU recognizes that many emergencies may exceed the capabilities of a partner and that intergovernmental co-operation is essential in such circumstances. Each partner further recognizes that there will be emergencies that may require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency because few, if any, individual partners have all the resources they need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

The prompt, full and effective utilization of resources of the partners, including any resources on hand or available from any other source that are essential to the safety, care and welfare of the people in the event of any emergency or disaster, shall be the underlying principle on which all articles of this MOU are understood.

On behalf of the partners participating in the MOU, the legally designated official who is assigned responsibility for emergency management is responsible for formulation of the appropriate inter-jurisdictional mutual aid plans and procedures necessary to implement this MOU, and for recommendations to the partners concerned with respect to the amendment of any statutes, regulations or ordinances required for that purpose.

## PARTNER RESPONSIBILITIES – ARTICLE III

### 1. Formulate plans and programs.

It is the responsibility of each partner to formulate procedural plans and programs for inter-jurisdictional co-operation in the performance of the responsibilities listed in this section. In formulating and implementing such plans and programs the partner, to the extent practical, shall:

- A. Review individual jurisdiction hazards analyses that are available and, to the extent reasonably possible, determine all those potential emergencies other partners might suffer, whether due to natural disaster, technological hazard, man-made disaster or emergency aspects of resource shortages;
- B. Review partner's provincial or territorial emergency plans;
- C. Inventory and agree upon procedures for the loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness; and
- D. Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances, over which the province or territory has jurisdiction, that impede the implementation of the responsibilities described in this subsection.

### 2. Request assistance.

The authorized representative of a partner may request assistance of another partner by contacting the authorized representative of that partner. These provisions only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 15 days of the verbal request. Requests must provide the following information:

- A. A description of the emergency service function for which assistance is needed and of the mission or missions, including but not limited to fire services, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services and search and rescue;



- B. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed; and
  - C. The specific place and time for staging of the assisting partners response and a point of contact at the location.
3. **Consultation among partner officials.**  
There shall be frequent consultation among the partner officials who have assigned emergency management responsibilities, such officials collectively known hereinafter as the Provincial-Territorial Emergency Management Group, and other appropriate representatives of the partners with free exchange of information, plans and resource records relating to emergency capabilities to the extent authorized by law.

#### **LIMITATION – ARTICLE IV**

Any partner requested to render mutual aid or conduct exercises and training for mutual aid shall undertake to respond as soon as possible, except that it is understood that the partner rendering aid may withhold or recall resources to the extent necessary to provide reasonable protection within their own jurisdiction.

Each requesting partner shall afford to the emergency personnel of the responding partner, while operating within its jurisdictional limits under the terms and conditions of this memorandum and under the operational control of an officer of the requesting party, the same powers, duties, rights, privileges and immunities as are afforded similar or like forces of the province or territory in which they are performing emergency services.

Emergency forces continue under the command and control of their regular leaders, but the organizational units come under the operational control of the emergency services authorities of the partner receiving assistance.

These conditions may be activated, as needed, by the partner that is to receive assistance or upon commencement of exercises or training for mutual aid and continue as long as the exercises or training for mutual aid are in progress, the emergency or disaster remains in effect or loaned resources remain in the receiving jurisdiction or jurisdictions, whichever is longer. The receiving partner is responsible for informing the assisting partner of the specific moment when services will no longer be required.

#### **LICENSES AND PERMITS – ARTICLE V**

Whenever a person holds a license, certificate or other permit issued by any partner to the MOU evidencing the meeting of qualifications for professional, mechanical or other skills, and when such assistance is requested by the receiving partner, such person is deemed to be licensed, certified or permitted by the partner requesting assistance to render aid involving such skill to meet an emergency or disaster, subject to such limitations and conditions as the requesting partner prescribes by executive order or otherwise.

#### **LIABILITY – ARTICLE VI**

Any person or entity of a partner rendering aid in another jurisdiction pursuant to this MOU are considered agents of the requesting partner for tort liability and immunity purposes. Any person or entity rendering aid in another jurisdiction pursuant to this MOU are not liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article does not include willful misconduct, gross negligence or recklessness.

#### **SUPPLEMENTARY AGREEMENTS – ARTICLE VII**

Because it is probable that the pattern and detail of the machinery for mutual aid among two or more jurisdictions may differ from that among the partners that are party to this MOU, this MOU contains elements of a broad base common to all jurisdictions, and nothing in this compact precludes any partner from entering into supplementary agreements with another jurisdiction or affects any other agreements already in force. Supplementary agreements may include, but are not limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

#### **WORKERS' COMPENSATION AND DEATH BENEFITS – ARTICLE VIII**

Each partner shall provide, in accordance with its own laws, for the payment of workers' compensation and death benefits to injured members of the emergency forces of that jurisdiction and to representatives of deceased members of those forces if the members sustain injuries or are killed while rendering aid pursuant to this MOU, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.



## REIMBURSEMENT – ARTICLE IX

Any partner rendering aid in another jurisdiction pursuant to this MOU shall, if requested, be reimbursed by the partner receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with those requests. An aiding partner may assume in whole or in part any such loss, damage, expense or other cost or may loan such equipment or donate such services to the receiving partner without charge or cost. Any two or more partners may enter into supplementary agreements establishing a different allocation of costs among those jurisdictions. Expenses under Article VIII are not reimbursable under this section.

## EVACUATION – ARTICLE X

Each partner shall initiate a process to prepare and maintain plans to facilitate the movement of and reception of evacuees into its territory or across its territory, according to its capabilities and powers. The partner from which the evacuees came shall assume the ultimate responsibility for the support of the evacuees, and after the termination of the emergency or disaster, for the repatriation of such evacuees.

## IMPLEMENTATION – ARTICLE XI

1. This compact is effective upon its execution or adoption by any two jurisdictions, and is effective as to any other jurisdiction upon its execution or adoption thereby: subject to enactment of provincial or territorial legislation that may be required for the effectiveness of the Memorandum of Understanding.
2. Any party jurisdiction may withdraw from this MOU, but the withdrawal does not take effect until 30 days after the premier of the withdrawing partner has given notice in writing of such withdrawal to the premiers of all other partners. The action does not relieve the withdrawing partner from obligations assumed under this MOU prior to the effective date of withdrawal.
3. Duly authenticated copies of this MOU in the French and English languages and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party jurisdictions.

## SEVERABILITY – ARTICLE XII

This compact is construed to effectuate the purposes stated in Article I. If any provision of this MOU is declared unconstitutional or the applicability of the MOU to any person or circumstances is held invalid, the validity of the remainder of this MOU and the applicability of the MOU to other persons and circumstances are not affected.

## INCONSISTENCY OF LANGUAGE – ARTICLE XIII

The validity of the arrangements and agreements consented to in this MOU shall not be affected by any insubstantial difference in form or language as may be adopted by the various provinces and territories.

## AMENDMENT – ARTICLE XIV

This MOU may be amended by agreement of the party jurisdictions.

This agreement is signed in English and French, both versions being equally authentic.

Signed in Frederton on Thursday, this 22<sup>nd</sup> day of October, 2003.

Original Signed By: \_\_\_\_\_

The Honourable Gary Doer  
Premier of Manitoba

Original Signed By: \_\_\_\_\_

The Honourable Bernard Lord  
Premier of New Brunswick

Original Signed By: \_\_\_\_\_

The Honourable Scott Smith  
Minister responsible for Emergency Measures

Original Signed By: \_\_\_\_\_

The Honourable O. Wayne Steeves  
Minister responsible for Emergency Measures