

Alberta – British Columbia Memorandum of Understanding Interprovincial Emergency Management Assistance

This Memorandum of Understanding is effective as of the 18 day of May, 2007.

BETWEEN:

ALBERTA EMERGENCY MANAGEMENT AGENCY,
Her Majesty the Queen in Right of the Province of Alberta
as represented by the Minister of Municipal Affairs and Housing
(**“Alberta”**)

- and -

EMERGENCY MANAGEMENT BRITISH COLUMBIA,
Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Public Safety and Solicitor General
(**“British Columbia”**)

(the **“Provinces”**)

ARTICLE 1 – PURPOSE

The Provinces wish to enter into this Interprovincial Emergency Management Assistance Memorandum of Understanding (“MOU”) to promote and facilitate emergency management assistance between them.

The Provinces recognize that emergencies may occur that exceed available resources or the capability of delivering resources to areas where those emergencies exist.

This MOU does not create legally binding obligations on the Provinces.

This MOU will establish:

- (a) a framework for cooperation to access resources to make a prompt and effective response and to support mutual assistance between the Provinces in responding to emergencies where the affected Province asks for assistance;
- (b) the possibility of mutual cooperation in emergency management activities.

ARTICLE II – GOALS

The goals of emergency management between the Provinces are to:

- (a) save lives, prevent and limit property damage, prevent and limit personal injury, and reduce suffering;
- (b) mitigate the impact to:
 - (i) infrastructure,
 - (ii) the economy, and
 - (iii) the environment;
- (c) respond to surge capacity demands on resources efficiently and cost-effectively when emergencies arise in Alberta and/or British Columbia; and
- (d) assess current capabilities and explore future areas of operational responsibility that could result in efficiencies in the provision of emergency management resources to the Provinces.

ARTICLE III – STRATEGY

The Provinces will collaboratively develop available emergency management assistance capacity to respond to situations that may overwhelm the resources of one or both of the Provinces through:

- (a) the development and sharing of plans using a collaborative planning approach;
- (b) the sharing of information on emergencies including, but not limited to, situation reports, risk assessments, impact analyses, and public communications;
- (c) inter and intraprovincial mutual assistance for resource requests; and
- (d) interagency and interdisciplinary collaboration for specific hazards.

Each Province will use best efforts to:

- (a) assess risks, prioritize and determine the most probable and significant hazards that may occur;
- (b) review all-hazard and hazard-specific plans and consider developing specific mutual aid contingencies, relevant and prioritized resources, and the mechanism for management and provision of assistance;
- (c) develop procedures that would resolve any identified gaps, inconsistencies, or overlaps in existing plans, including the mobilization of existing capabilities to assist in the management of the vulnerable population;
- (d) explore what would be necessary to minimize disruption to the delivery of essential services and other resources, both human and material;
- (e) investigate procedures for the loan and delivery of resources, including discussion of reimbursement of cost or forgiveness of debt;
- (f) discussion of related issues, including but not limited to: licensing, permits, and liability, that may affect the implementation of this MOU;
- (g) explore issues arising from any governing legislation that may affect the implementation of this MOU; and
- (h) assess current and explore future areas of operational responsibilities that could result in efficiencies in the provision of health services.

ARTICLE IV – RESPONSIBILITIES

1. Appointment of Representatives

Each will designate an official as its Representative to carry out the duties of this MOU.

The Representatives are:

for British Columbia: Associate Deputy Minister, Emergency Management British Columbia

for Alberta: Managing Director, Alberta Emergency Management Agency

2. Duties

Each Representative will:

- (a) review hazards analyses for his/her jurisdiction and, to the extent reasonably possible, identify those emergencies that may affect the other Province;
- (b) review his/her Province's emergency plans;
- (c) inventory human and material resources in his/her Province;
- (d) make recommendations to his/her Province with respect to the implementation of the MOU;
- (e) formulate procedural plans and programs for intergovernmental cooperation, including:
 - (i) plans to assist in warning communities adjacent to or crossing provincial boundaries;
 - (ii) procedures for reimbursement or forgiveness of costs associated with mutual aid.

3. Requests for Mutual Aid

The Representative may request mutual aid from the other Province's Representative.

This MOU only applies to requests for mutual aid made by the Representatives designated herein.

Request 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 for which mutual aid is requested and of the type of mutual aid required (e.g. fire services, 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) a description of the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time resources will be needed; and
- (c) the specific place and time for staging of the mutual aid and a point of contact at that location.

Individuals providing mutual aid will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the Province receiving mutual aid.

The Province that requested mutual aid will inform the Province providing mutual aid when the aid is no longer required.

4. Representatives' Consultation

Representatives will consult monthly.

5. Reports to Officials

The Representatives will report progress, results and recommendations, as available, to their respective executive at least on a quarterly basis.

6. Termination

Either Province may immediately terminate this MOU upon written notice to the other Province.

ARTICLE V – VOLUNTARY COMMITMENT OF RESOURCES

Neither Province shall be obliged to deliver mutual aid in response to a request pursuant to this MOU.

The Provinces may recall resources already sent in response to a request for mutual aid to the extent that the Provinces deem necessary for whatever reason.

ARTICLE VI – DISCRETION AND AUTHORITY NOT FETTERED

Nothing in this MOU is intended to or shall be interpreted so as to fetter the discretion or the authority of the Ministers or Legislatures of the Provinces.

ARTICLE VII – FUTURE AGREEMENTS

The Provinces may develop supplementary bilateral or multilateral implementation agreements to address issues such as:

- (a) specific hazards such as flooding, interface fires and earthquake support;
- (b) recognition of qualifications of individuals providing professional or technical services as part of mutual aid provided pursuant to this MOU;
- (c) liability for acts or omissions of individuals providing mutual aid pursuant to this MOU;

- (d) access to workers' compensation benefits for individuals providing mutual aid pursuant to this MOU; or
- (e) reimbursement of costs associated with providing mutual aid pursuant to this MOU.

Duly signed and executed by:

For Alberta:

For British Columbia:

original signed

original signed

The Honourable Ray Danyluk
Minister of Municipal Affairs
and Housing

The Honourable John Les
Minister of Public Safety
and Solicitor General

Signed at Edmonton
18 day of May, 2007

Signed at Edmonton
18 day of May, 2007