

# Synergy Alberta – March 8<sup>th</sup>, 2012



Mutual Aid Agreements – differences

# What I will cover

- CSA Z73 I and CSA I600 recommendations
- ERCB and AEMA recommendations
- Mutual Aid Group differences
- Discussion on best practice

# Who responded

- ERCB, AEMA
- SD MAP – Strathcona District Mutual Assistance Program
- SPOG – Sundre Petroleum Operators Group
- EAPUOC – Edmonton Area Pipeline & Utility Operator’s Committee
- C-REPP -
- CMA – Chinchaga Mutual Aid
- WCSS – Western Canada Spill Services
- CMAC – Clearwater Mutual Aid Co-op
- CMAG – County of Mountainview Mutual Aid Group
- RMWB – RM of Wood Buffalo Mutual Aid
- EMAC – Edson Mutual Aid Co-op
- NR CAER – Northeast Region Community Awareness Emergency Response
- SO MAG – Sunchild / O’Chiese Area Producers Mutual Aid Group

# CAN/CSA-Z731-03 (reaffirmed 2009)

- Mutual Aid agreements enhance emergency response capabilities
  - Allows sharing of personnel and equipment
  - Especially useful when one organization lacks the special resources that are available from another member
  - Supports
    - Pooled resources
    - Unnecessary duplication of effort
    - Compatibility of materials and equipment
  - Overcomes geographic response times for transportation incidents

# CAN/CSA-Z731-03 (reaffirmed 2009)

- Mutual Aid agreements should be entered into whenever possible (see Annex E)
- Annex E is a model Mutual Aid agreement but stated as not a mandatory part of the standard

# CAN/CSA-Z731-03 (reaffirmed 2009)

- A Mutual Aid agreement shall be in writing and signed by an authorized party to the agreement.
- All mutual aid agreements shall be reproduced or referenced in the ERP.
- The ERP shall also specify the procedure for activating mutual aid.

# CSA Z1600-08 – Emergency Management and Business Continuity programs

- Mutual aid / mutual aid assistance
  - **Guidance document on the general topic – not mandatory**
    - The term “mutual aid/mutual assistance agreement” includes cooperative assistance agreements, service level agreements, intergovernmental compacts, or other terms commonly used for sharing resources
    - Effective means to obtain resources and should be developed whenever possible
    - Each entity should be party to a mutual aid/mutual assistance agreement with appropriate entities from which they expect to receive, or to which they expect to provide, assistance during an incident.
    - Normally includes all neighbouring or nearby entities, as well as relevant government, private sector, and non-governmental organization

# CSA Z1600-08 – Emergency Management and Business Continuity programs

- The entity shall determine the need for mutual aid/mutual assistance
  - No guidance on this requirement



# CSA Z1600-08 – Emergency Management and Business Continuity programs

- The entity shall establish mutual aid/mutual assistance agreements as required
  - **Guidance annex on this requirement – not mandatory**
    - Should be developed in consultation with the parties involved, be in writing, be reviewed by legal counsel, define liability, detail funding and cost arrangements, and be signed by responsible individuals.

# CSA Z1600-08 – Emergency Management and Business Continuity programs

- The entity shall establish mutual aid/mutual assistance agreements as required

(More Guidance document on this requirement –not mandatory)

- At a minimum mutual aid agreements should include:
  - definitions of key terms used in the agreement
  - roles and responsibilities of individual parties
  - procedures for requesting and providing assistance
  - procedures, authorities, and rules for payment, reimbursement, and allocation of costs
  - notification procedures
  - protocols for interoperable communications

cont'd.

# CSA Z1600-08 – Emergency Management and Business Continuity programs

- The entity shall establish mutual aid/mutual assistance agreements as required
  - At a minimum mutual aid agreements should include(cont'd)  
(More Guidance document on this requirement –not mandatory)
    - relationships with other agreements among entities
    - employment standards/occupational health and safety/workers' compensation coverage
    - treatment of liability and immunity
    - recognition of qualifications and certifications
    - sharing agreements, as required.

# CSA Z1600-08 – Emergency Management and Business Continuity programs

- Mutual aid/mutual assistance agreements shall be referenced in the program plan.
  - No guidance on this requirement

# ERCB and AEMA

- ERCB

- From Directive 71 - Mutual aid understandings should define each participant's commitment to provide aid and support during an incident and may also include other responsibilities agreed to during planning. The licensee is encouraged to provide details of mutual aid understandings in the ERP.
  - As presented this morning, ERCB is not concerned with formal agreements
  - They monitor the ability to deal with the emergency

- AEMA

- Reference the details of CSA Z1600 in their municipal emergency plan guidance material

# Process for the next section

- Review the recommended practice and how CSA Z731 “model mutual aid agreement” addresses the issue
- Feedback from the Alberta Mutual Aid groups
- Open discussion on the issue
- Agree on any follow-up items

A Mutual Aid agreement shall be in writing and signed by an authorized party to the agreement. (CSA-Z731-03)

- Signed agreements - C-REPP, RMWB
- Unsigned agreements - NR CAER, SPOG
- Terms of Reference —
- Information may be contained in bylaws, procedures...floating pieces of paper

Should the agreement be signed:

- + greater legal force, clear indication of support by members
- Significant effort to get it done (legal, bureaucracy)
- Could limit the current working relationships

All mutual aid agreements shall be reproduced or referenced in the ERP.

The ERP shall also specify the procedure for activating mutual aid.

- Reference is for each entity to include these items in their ERP.

In general most of the agreements reviewed require a company emergency plan that references how to use mutual aid.



At a minimum mutual aid agreements should include:  
roles and responsibilities of individual parties

- B. In the event such an emergency (“Emergency”) occurs, [Party One] and [Party Two] wish to provide assistance to each other as may be required.
- [Party One] and [Party Two] will provide assistance to each other in response to an Emergency (“Emergency Assistance”). However, [Party One] and [Party Two] acknowledge and agree that this agreement does not impose any binding obligation on either party to provide Emergency Assistance. Rather, this Agreement is a statement of the parties’ intention to provide such Emergency Assistance voluntarily.

At a minimum mutual aid agreements should include:  
roles and responsibilities of individual parties

- The Providing Party shall be entitled, in its sole discretion, to refuse to provide any personnel or equipment to the Requesting Party or to withdraw any or all personnel or equipment provided to the Requesting Party.
- The parties agree that their intent is to provide Emergency Assistance when requested to do so by the other party. However, at all times and in all cases the Providing Party shall be entitled, in its sole discretion, to refuse to provide any personnel or equipment to the Requesting Party or to withdraw any or all personnel or equipment provided to the Requesting Party.

At a minimum mutual aid agreements should include:  
**roles and responsibilities of individual parties**

- Either party may withdraw from this Agreement on thirty (30) days' prior written notice to the other party.

## At a minimum mutual aid agreements should include: **roles and responsibilities of individual parties**

### **Member Specifics**

- SPOG
  - Responsibility for implementing and emergency response will always remain with the responsible operator
  - Support for road blocks, evacuation and reception centre
- RMWB
  - Optimize emergency response, act as a cohesive unit
  - Industry responds to highway incidents
  - ICS structure laid out with responding members under the direction of the Operations Chief
  - Define degree of ambulance response

At a minimum mutual aid agreements should include:  
**roles and responsibilities of individual parties**

## **Member Specifics**

- NR CAER
  - Voluntary emergency response
  - ICS mandated
- C-REPP
  - At discretion of responding body
- CMAC, SO MAG, EMAC
  - Best effort basis
- EAPUOC
  - Communication system and awareness
- WCSS
  - Focus on equipment and training

At a minimum mutual aid agreements should include:  
procedures for requesting and providing assistance

- Requests for Emergency Assistance under this Agreement shall be directed to the persons designated below:
  - (a) [Party One]
    - (i) Site contact:
    - (ii) 24-hour contact:
  - (b) [Party Two]
    - (i) Site contact:
    - (ii) 24-hour contact:

At a minimum mutual aid agreements should include:  
procedures for requesting and providing assistance

## **Member Specifics**

- RMWB
  - Specific numbers for each company
- NR CAER
  - 911
- SO MAG, EMAC, CMAC
  - 1-800 number
- C-REPP
  - Director of Disaster Services
  - Fire Chief - Fire and Ambulance
- SPOG
  - 24 hr numbers – if answering machine 15 minute response
  - MACC – Mutual Aid Coordination Centre

At a minimum mutual aid agreements should include:

**Procedures, authorities, and rules for payment, reimbursement, and allocation of costs**

- The Requesting Party shall reimburse the Providing Party for all of its costs and expenses incurred in providing the Emergency Assistance to the Requesting Party including, without limiting the generality of the foregoing, (a) salaries and wages; (b) use of equipment, materials, supplies, etc.; (c) transportation; and (d) other additional costs. [The Providing Party and its personnel shall not expect nor receive compensation or reward for emergency medical services or first aid assistance provided by doctors, registered nurses, or other registered health discipline members.] The Providing Party shall invoice the Requesting Party for all such costs and expenses. The Requesting Party shall be entitled to receive from the Providing Party written documentation supporting the invoice before providing any reimbursement.



At a minimum mutual aid agreements should include:

**Procedures, authorities, and rules for payment, reimbursement, and allocation of costs**

- The Providing Party shall keep for one (1) year all timesheets and records related to personnel or equipment provided as Emergency Assistance that may be necessary to verify the amounts invoiced under Section 6 of this Agreement.

At a minimum mutual aid agreements should include:  
**Procedures, authorities, and rules for payment,  
reimbursement, and allocation of costs**

## **Member Specifics**

- SPOG
  - If required then replenish, repair or replace
- RMWB
  - Synergy costs – foam
  - Future considerations
- NR CAER, SO MAG, C-REPP, EMAC
  - All costs reimbursed

At a minimum mutual aid agreements should include:  
**protocols for interoperable communications**

## **Member Specifics**

- SPOG
  - Emergency radio frequency provided by Shell
- CMAC
  - Specific radio channel
- NR CAER
  - Working on process to ensure that responding equipment can communicate with the Incident Command while en route

At a minimum mutual aid agreements should include:  
**relationships with other agreements among entities**

- RMWB
  - Allows and expects those agreement between the members
- C-REPP
  - Any agreement between specific members supersedes this agreement

At a minimum mutual aid agreements should include:  
**employment standards/occupational health and safety/workers' compensation coverage**

- Responding personnel shall at all times continue to be employees of the Providing Party and shall at no time and for no purpose be deemed to be employees of the Requesting Party. While responding to a request from the Requesting Party for Emergency Assistance, personnel of the Providing Party will at all times be under the control and supervision of the Requesting Party. During such time as personnel of the Providing Party are responding to a request from the Requesting Party for Emergency Assistance, such personnel shall comply with all safety regulations of the Requesting Party. It shall be the responsibility of the Requesting Party to make such safety regulations known to personnel of the Providing Party.

At a minimum mutual aid agreements should include:  
**employment standards/occupational health and safety/workers' compensation coverage**

- Personnel of the Providing Party who are providing Emergency Assistance under this Agreement shall be equipped by the Providing Party with working and protective equipment that is normally used by personnel of the Providing Party.
- When Providing Party respond to a request from the Requesting Party for Emergency Assistance, such personnel shall comply with all safety regulations of the Requesting Party. It shall be the responsibility of the Requesting Party to make such safety regulations known to personnel of the Providing Party.

At a minimum mutual aid agreements should include:  
**employment standards/occupational health and  
safety/workers' compensation coverage**

## **Member Specifics**

- NR CAER
  - Similar wording
- C-REPP
  - Always subject to assisting party control and direction
  - Assisting party responsible for worker safety

## At a minimum mutual aid agreements should include: **treatment of liability and immunity**

- The Requesting Party shall indemnify and hold harmless the Providing Party, its directors, officers, agents, employees, contractors, and persons employed by such contractors from and against all losses, damage, costs, expenses, and liability resulting from injury to or death of any person or damage to or destruction of property, arising out of the provision of Emergency Assistance by the Providing Party, whether or not such losses, damage, costs, expenses, or liability results entirely or in part from the negligence or other fault of the Providing Party or any of its directors, officers, agents, employees, contractors, or persons employed by such contractors, except such losses, damage, costs, expenses, or liability caused by the gross negligence or wilful misconduct of the Providing Party's directors, officers, agents, employees, contractors, or persons employed by such contractors.



# At a minimum mutual aid agreements should include: **treatment of liability and immunity**

## **Member Specifics**

- SPOG
  - No claim for liability by assisting or assisted parties
- RMWB
  - No liability
- SO MAG, EMAC, CMAC
  - No liability unless gross negligence
- NR CAER
  - Requesting party assumes full liability
- WCSS
  - Equipment Lessee assumes all liability
- C-REPP
  - Assisting not liable unless negligent

At a minimum mutual aid agreements should include:  
**recognition of qualifications and certifications**

## **Member Specifics**

- WCSS
  - Boat Handling Course
- NR CAER
  - Emergency response personnel that respond to NR CAER events at another member's facility will be trained to NFPA 1081 or equivalence.

At a minimum mutual aid agreements should include:  
**sharing agreements, as required**

## **Member Specifics**

- ?

# What else is included?

- Member Specifics
- NR CAER
  - Privacy, Logo protection of responders
- C-REPP, NR CAER
  - insurance

# Next Steps

- Publish the feedback from this session?
- Agree on follow-up (who, timing)?
- Other?