Municipality of Shelburne

STAFF REPORT

TO: Municipal Council

FROM: Erin Hartley, Director of Corporate Services

APPROVED BY: Trudy Payne, CAO

DATE: February 22, 2021

SUBJECT: **SCEEMO Reserve**

ORIGIN

Anticipated surplus for Shelburne County East Emergency Management Organization (SCEEMO)

RECOMMENDATION

THAT, Council of the Municipality of the District of Shelburne approve the creation of an SCEEMO Reserve for fiscal 2020-2021 and beyond.

THAT, Council of the Municipality of the District of Shelburne approve transferring the surplus that is determined by the Director of Corporate Services, each fiscal from the SCEEMO program into the SCEEMO Reserve starting with the funds in 2020/2021.

BACKGROUND

The Municipality of Shelburne, Town of Shelburne and Town of Lockeport (Shelburne County East) have an Emergency Services Agreement. The Municipality provides administrative and financial services for the partnership. The funding for SCEEMO is based on an annual budget submitted by the SCEEMO Coordinator and is split among the three units based on population.

The approximate budget for SCEEMO is $25,000. MDS pays 70%, TOS pays 21% and TOL pays 9%.

DISCUSSION

In general, the SCEEMO budget gets expended every year. This year, due to COVID-19, there is anticipated to be a surplus due to not being able to attend training sessions, meetings, conferences; therefore saving the associated travel, meal and accommodations costs.

It was discussed among the three unit's admin staff and the SCEEMO Coordinator that the best use of the surplus funds would be carried forward to future years to use on a project or to cover future deficits.

The creation of a municipal reserve account requires a motion of Council. It is intended that any surplus or deficit would be identified annually by the Director of Corporate Services based on the GL 0028339000 information and identified to Council during budget discussions. Any surplus would be moved to the reserve and/or any requests for payments from the reserves would be submitted to Council for an official motion.

ATTACHMENTS

SCEEMO Agreement

AN INTER-MUNICIPAL EMERGENCY SERVICES AGREEMENT RESPECTING THE PROVISION OF EMERGENCY & MANAGEMENT SERVICES

THIS AGREEMENT is made in triplicate this 3rd day of Oct, 2008.
AMONG:

The MUNICIPALITY OF THE DISTRICT OF SHELBURNE, a municipal body corporate pursuant to the Municipal Government Act;

-and-

The TOWN OF SHELBURNE, a municipal body corporate pursuant to the Municipal Government Act;

-and-

The TOWN OF LOCKEPORT, a municipal body corporate pursuant to the Municipal Government Act;

hereafter referred to as "the parties".

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Purpose of this inter-municipal services agreement, hereafter called "the Agreement", is to provide for a coordinated response to an emergency occurring within the Municipality of the District of Shelburne, including the Town of Shelburne, and the Town of Lockeport, 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 Part 3 - 60 (1) of the *Municipal Government Act* and section 10 (2) (c) of the *Emergency Measures Act*.

4. The planning for and coordination of emergency service delivery during a real or imminent emergency as defined by the *Emergency Measures Act* shall be provided by the Shelburne County East Emergency Management Organization, referred to in this Agreement as the (SCEEMO).

5. The SCEEMO shall consist of an Emergency Management Organization Liaison Committee, a Shelburne County East Emergency Management Planning Committee and two (2) Shelburne County East Emergency Management Coordinators and such other staff, documentation and infrastructure that may exist from time to time.

a. The EMO Liaison Committee (EMOLC) shall be responsible for the direction and management of emergency preparedness activities within the region and to advise the appointing Councils pursuant to section 10 (1) (d) of the *Emergency Measures Act*.

i. Each party to this agreement shall appoint to the EMO Liaison Committee; one (1) member of its Council and an alternate.

ii. Members of the EMO Liaison Advisory Committee are appointed for the same term of office as the Council that appoints them and hold office until their successors are named, (subject to i. above).

iii. In the event of a vacancy occurring, the Council that appointed that member shall appoint a replacement within six weeks after he vacancy occurs.

b. The SCEEMO Planning Committee shall be responsible for recommending policy and procedures to the EMOLC for maintaining a reasonable state of preparedness for emergencies and shall consist of representatives of emergency services and other agencies which may have direct operational responsibilities in an emergency.

i. Each party to this agreement shall appoint staff members, or where it is appropriate volunteer agency representatives, to the SCEEMO Planning Committee.

ii. One of the two SCEEMO EMO Coordinators shall chair the Shelburne County East Emergency Management Planning Committee.

iii. The SCEEMO Planning Committee shall prepare and maintain an EMO Planning and Response Manual that details an emergency management model for the region.

iv. The SCEEMO plan, appendices, associated Memorandums of Understanding (MOU's) and amendments shall be subject to approval by the EMOLC and their respective Councils.

c. The EMOLC shall be responsible for the annual appointment of the two (2) EMO Coordinators, subject to the approval of their respective Councils.

6. The SCEEMO shall be the organization directly responsible for the control and conduct of emergency response operations according to the plans and procedures adopted by the parties from time to time and as detailed in the plan book (but not limited to). When the capacity of SCEEMO is exceeded, or is likely to be exceeded, SCEEMO will activate support from other agencies in accordance with formal or informal arrangements.

7. The SCEEMO is authorized to operate, maintain and manage physical facilities for emergency activities both at the scene of the emergency and at a centralized coordination facility. These include but are not limited to:

a) Shelburne Emergency Operating Centre (SEC);

b) Lockeport Emergency Management Site (LEMS);

8. The SCEEMO is empowered to acquire or contract for the use of equipment, facilities and personnel necessary or advisable to carry-out the responsibilities assigned to it by this Agreement.

a. The SCEEMO may contract with any person or organization, including a municipal unit and 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 SCEEMO by this Agreement.

b. Any capital asset created or acquired by the SCEEMO shall be owned jointly by the parties in the proportion they currently contribute except for assets contributed by a particular municipality and those assets shall remain the property of that municipality.

9. The SCEEMO shall establish its own rules of procedure.

10. The EM0 Liaison Committee shall annually name one of its members to be chair and one to be vice chair, to act in the absence or incapacity of the chair.

a. The chair or other person presiding shall vote on every question before the EM0 Liaison Committee.

b. The EM0 Liaison Committee shall appoint a person to be secretary of the EMOLC.

11. The parties recognize that an emergency may require the sharing or redeployment of personnel and equipment in order, to save lives and/or minimize damage to property and/or the environment, and undertake to provide personnel and equipment as deemed appropriate by SCEEMO for this purpose.

a. Post emergency incident operational cost recoveries will be done through existing agreements and insurance polices that are in place.

b. A single municipal unit requesting emergency assistance will be responsible for any extraordinary operational cost associated with that response excepting 11 (a) above.

c. Two municipal units jointly requesting emergency assistance will be responsible for any extraordinary operational cost, excepting 11 (a) above *based upon the most recent census data as published by Statistics Canada.*

d. If all three municipal units request emergency assistance, they will be responsible for any extraordinary operational costs on the basis of *the most recent census data as published by Statistics Canada,* 11 (a) above excepted.

12. The parties shall share that cost of operations of the SCEEMO based on a annual budget divided proportionally *based upon the most recent census data as published by Statistics Canada.*

a. SCEEMO shall have its budget submitted to the municipal units so it may be approved by April 1 of that fiscal year.

b. The actual dollar contribution of the Municipalities shall be based on the annual budget of the SCEEMO.

c. The host municipality will invoice the other contributing Municipality(s) for their portion of the actual costs that are additional to their annual contribution.

d. In the event the SCEEMO requires additional money for capital or operating purposes, any such increase shall be approved by the parties or such of them as agree to contribute.

e. The municipality that provides administrative services to SCEEMO shall also be the unit responsible to look after the financial arrangements for SCEEMO.

13. The fiscal year of the SCEEMO shall be from April 1 to March 31 of the following year.

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

15. This Agreement has effect commencing April 1st ,2008.

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

b. This Agreement continues in force until notice of termination is given by the council of any party the councils of the other parties not less than one (1) year prior to the intended termination date, which shall be the 31st day of March in a year to be specified in the notice of termination.

c. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the SCEEMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the SCEEMO as a result of the withdrawal.

16. a. Upon dissolution of the SCEEMO by unanimous consent of the parties; the assets of the SCEEMO are vested in the parties and the parties are responsible for the liabilities of the SCEEMO in proportion to the amounts contributed by the parties at the present time.

b. Should a municipal unit, or units, decide to opt out of the agreement their portion of the asset shall be deemed to have been turned over to the remaining participant(s) in the agreement.

17. Each party, as applicable (the "indemnitor") will indemnify and hold harmless the other party and its directors, officers, employees, agents and representatives (the "Indemnitee") from and against any direct damages, injuries, losses and other liabilities claimed against the indemnitee, and all related costs and expenses (including reasonable legal fees on a solicitor and his own client full indemnity basis) suffered or incurred by the indemnitee in relation to any claims, cause or causes of action, action or actions, suits or proceedings by a third party ("Claim") which arises from damage to property or injury to or death of persons resulting from the indemnitor's failure to perform its obligations under this Agreement which failure is caused by the negligence or willful act of the indemnitor or any of its directors, officers, employees, agents or representatives, acting within the scope of their authority or employment. The indemnity under this clause will be limited to an amount in proportion to the degree to which the indemnitor or any of its directors, officers, employees, agents or representatives, acting within the scope of their authority or employment, are at fault. As used herein, "willful act" will mean any act or omission, which is an intentional tort or a breach of any of the obligations under this Agreement.

18. The provisions of the above Indemnity Clause shall survive the expiry or termination of this Agreement.

19. Each of the parties shall, through appropriate insurance coverages as addressed below, protect themselves from and against all claims that might arise from anything done or omitted to be done under this Agreement by the parties, or by the personnel of the parties, and more specifically from and against all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use thereof, is caused.

20. For the purpose of the foregoing and without restricting the generality of that clause, the parties shall maintain in full force and effect during the term of this Agreement, at their own expense, policies of comprehensive general liability insurance, in form and substance acceptable to the parties, providing coverages for a limit of not less than five million dollars ($5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly from the acts or omissions of the parties, or of the personnel of the parties, under this Agreement.

21. The insurance policy referred to above shall include the following terms:

(a) a clause that adds the parties, and its officers, employees, agents, assigns, independent contractors and subcontractors, as additional insureds – limited, however, to the terms of this agreement;

(b) a cross-liability insurance clause endorsement acceptable to the parties;

(c) a clause requiring the insurer to provide 30 days prior written notice to the parties in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;

(d) a clause which results in the including of coverage for liability arising out of contract or agreement.

22. The parties shall submit to each other proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to in this clause.

23. If any disagreement arises among the parties and the SCEEMO 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*.

24. This Agreement is governed by the laws of Nova Scotia.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written.

DATED this 3rd day of October, 2008, A.D.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

Municipality of the District of Shelburne

Per: _____ Warden

Per: _____ Chief Administrative Officer

Witness

The Town of Shelburne

Per: _____ Mayor

Per: _____ Clerk Treasurer

Witness

The Town of Lockeport

Per: _____ Mayor Darlan Hushilson

Per: _____ Clerk Treasurer

Joyce Y. Young