



# Municipality of the County of Kings

## Request for Decision

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<b>TO</b>	Committee of the Whole
<b>PREPARED BY</b>	Scott Conrod, Chief Administrative Officer
<b>MEETING DATE</b>	September 21, 2021
<b>SUBJECT</b>	Draft REMO Intermunicipal Services Agreement (IMSA)

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### **ORIGIN**

- May 14, 2021 IMSA Working Group presentation

### **RECOMMENDATION**

That Committee of the Whole recommend Municipal Council authorize the Mayor and CAO to executive the Intermunicipal Services Agreement for the provision of Regional Emergency Management services as attached to the September 21, 2021 Request for Decision.

### **INTENT**

For the Committee of the Whole to consider approval of the appended Intermunicipal Services Agreement (IMSA) for the delivery of Regional Emergency Management services between the Municipality of the County of Kings and the Towns of Berwick, Kentville and Wolfville.

### **DISCUSSION**

Since March 2018, the Towns of Berwick, Kentville and Wolfville and the Municipality of the County of Kings have partnered to deliver regional emergency management services through a regional emergency management organization. The Town of Wolfville has served as the “host unit” for this arrangement since this time. Originally, the IMSA was for a two-year pilot period, which expired on March 31, 2020. However, due to COVID-19 and the creation of a regional Working Group to consider all IMSAs throughout the Valley region, there has been a delay in formalizing the permanent agreement. For the past eighteen months, the participating units have been working off the expired agreement and the services have continued to be provided at a regional level.

In the summer of 2021, all municipalities in Kings County updated their Emergency Management By-laws, which enabled the creation of the draft IMSA. Furthermore, in July 2021 the IMSA Working Group supported the attached IMSA and recommended it move forward for consideration by partner Municipalities.

The four municipalities in Kings County wish to continue a “host unit” IMSA for the provision of Regional Emergency Management Organization services. The attached draft IMSA will fulfill this goal, is in line with the Municipality of the County of Kings’ recently approved Emergency Management By-law and replaces the now-expired pilot project term agreement for Kings REMO.

Legislative Authority:

- Section 60 of the *Municipal Government Act* (MGA) provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Municipal Units and for the delegation of service delivery to a party to an Agreement; and
- A cooperative partnership has been established operating under the name Kings County Regional Emergency Management Organization (REMO) with a purpose to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the Partnering Municipal Units per Part III MGA and Section 10 Emergency Management Act (EMA).



# Municipality of the County of Kings

## Request for Decision

### **FINANCIAL IMPLICATIONS**

- Schedules C and D of the Agreement specify the annual budget and how this is allocated among the partnering municipalities. The Municipality of the County of Kings is responsible for a base fee of \$6,000 annually and 77% of the remaining expenditures (which are anticipated to be \$43,338 for 2021/22), for an annual total of \$49,338 for 2021/22. The annual budget can be increased by CPI (as a maximum).

### **STRATEGIC PLAN ALIGNMENT**

Check Applicable	Strategic Priority	Description
	Vision Statement	
✓	Good Governance	
	Environmental Stewardship	
	Economic Development	
	Strong Communities	
	Financial Sustainability	
	Supports a Strategic Project	
	Supports a Core Program Enhancement	
	Not Applicable	

### **ALTERNATIVES**

- Committee may choose to return the draft IMSA to staff for amendments for consideration by the other municipal partners.

### **IMPLEMENTATION**

- Council's decision will be communicated to the other municipal partners.
- The Mayor and CAO will execute the Agreement.
- The Agreement will be provided to the Province.

### **ENGAGEMENT**

- The public will have an opportunity to review the draft Agreement prior to approval by the Councils.

### **APPENDICES**

- Appendix A: Draft REMO Intermunicipal Services Agreement

**THIS INTERMUNICIPAL SERVICES AGREEMENT** made in quadruplicate this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:**

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate, pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Kings”)

-and-

**TOWN OF BERWICK**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Berwick”)

-and-

**TOWN OF KENTVILLE**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Kentville”)

-and-

**TOWN OF WOLFFVILLE**, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Wolffville”)

(collectively, the “parties hereto”)

**WHEREAS** section 60 of the *Municipal Government Act* (MGA) provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Municipal Units (PMU), and for the delegation of service delivery to a party to an Agreement;

**WHEREAS** the PMUs executed the Kings Regional Emergency Services Agreement on 27 September 2006 to provide for a coordinated joint municipal response to an emergency occurring within any PMU;

**WHEREAS** a cooperative partnership has been established operating under the name Kings County Regional Emergency Management Organization (REMO) with a purpose to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the PMUs per Part III MGA and section 10 *Emergency Management Act* (EMA);

**WHEREAS** the parties hereto desire to develop a regional emergency response plan that includes complementary emergency management by-laws, a common risk assessment plan and Memoranda of Understanding with other interested parties;

**WHEREAS** the parties hereto agree to appoint and purchase the services from one PMU who will serve as the Host Unit to provide management of the service, to ensure operational efficiency and accountability to the PMUs;

**WHEREAS** the PMUs agree that this regional initiative will include having a Regional Emergency Management Coordinator, who shall be an employee or contractor of the Host Unit, a Regional Emergency Management Advisory Committee (REMAC), comprising elected officials of each PMU, and a Regional Emergency Management Planning Committee (REMPC), comprising public sector staff and regional not-for-profit personnel;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged by all PMUs, the parties hereto mutually covenant and agree with each other as follows:

#### **DEFINITIONS**

1. In this Agreement:

- (a) **CAO** means Chief Administrative Officer, and has the same meaning as in the MGA or successor legislation as may be enacted from time to time;
- (b) **Emergency Management Act (EMA)** means *Emergency Management Act, S.N.S., 1990, c. 8*, as amended;
- (c) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the following calendar year;
- (d) **Host Unit** means the PMU authorized by the parties hereto to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight per this Agreement;
- (e) **MGA** means *Municipal Government Act, S.N.S., 1998, c. 18*, as amended;
- (f) **Participating Municipal Units** or **PMU** means, collectively, the parties hereto;
- (g) **Regional Emergency Management Advisory Committee (REMAC)** means the Mayors and one member of Council of each PMU;

- (h) **Regional Emergency Management Coordinator (REMC)** means the employee or contractor of the Host Unit responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables;
- (i) **Regional Emergency Management Organization (REMO)** means the REMAC, the REMC and the REMPC, and is the municipal emergency management organization of the PMUs pursuant to s. 10 (1) (c) of the EMA;
- (j) **Regional Emergency Management Planning Committee (REMP)** means the committee comprising public sector staff and not-for-profit personnel detailed in Schedule B; and
- (k) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PMUs including Kings.

#### **EFFECT**

- 2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 27 September 2006 Regional Emergency Services Agreement and 12 March 2018 Intermunicipal Services Agreement.
- 3. The PMUs hereby agree that the provision of services governed by this Agreement shall be managed and delivered by REMO which shall, effective as at the date of execution of this Agreement, commence operations in accordance with the provisions herein.

#### **DECLARING A STATE OF LOCAL EMERGENCY**

- 4. In accordance with the EMA, a Council or Councils of the parties hereto may, when satisfied that an Emergency exists or may exist in all or any area of their Municipality, declare a State of Local Emergency.
- 5. If a Council(s) is unable to act promptly under section 15 of the Act, the Mayor or Mayors of those municipalities may declare a State of Local Emergency.
- 6. Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to this Agreement, the Mayors shall authorize, pursuant to s. 15 (1) (b) of the Act, REMO to act in his or her stead during the declared State of Local Emergency.
- 7. When the declared State of Local Emergency is exclusive to one of the parties hereto, that Mayor shall authorize pursuant to s. 15 (1) (b) of the Act, REMO to act in his or her stead under the declared State of Local Emergency.

8. When the declared State of Local Emergency is exclusive to one of the parties hereto, the incremental costs incurred by REMO associated with that specific declaration shall be borne exclusively by the party to which the emergency relates. Where the PMU objects to the assignment of costs, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of the Agreement shall govern.

#### **LOCAL AND REGIONAL EMERGENCY MANAGEMENT**

9. An Emergency may be declared a State of Local Emergency by the Council or the Mayor of the parties hereto in accordance with the EMA regardless of whether the State of Local Emergency is wholly or in part specific to their municipality.
10. Per section 10 EMA, the parties hereto agree to form and maintain REMAC to advise on emergency management plans.
11. REMAC shall serve in a standing and advisory committee capacity to the PMUs and make joint recommendations to the respective Councils of the PMUs per section 24 MGA and section 10 EMA.
12. REMAC shall operate in accordance with terms of reference appended hereto as Schedule A.
13. REMAC shall have the authority to approve budget reallocations pursuant to Schedule C of this of this Agreement if the total budget is not exceeded and an allocation does not involve the acquisition of a tangible capital assets or long-term debt.
14. In accordance with s. 10 of the Act, the REMAC shall act in the stead of the parties' Emergency Advisory Committees. Similarly, a REMPC and REMC will act in place of the municipal committees and coordinators.
15. Each of the parties hereto shall appoint a municipal staff member to serve as a liaison between their respective municipality and the REMPC.

#### **REMO GOVERNANCE**

16. The parties hereto agree that enactment of REMO-related policies and by-laws shall be designed to be, to the extent possible, complementary policies and by-laws and require adoption of by each PMU pursuant to the MGA.

## PROGRAM ADMINISTRATION

17. REMO shall be administered in accordance with Part II MGA. The Chief Administrative Officer of the Host Unit shall be responsible for the duties assigned to the Host Unit under this Agreement that without limitation include management of the REMC and administration of the REMO budgets and financial reporting.
18. The PMUs shall authorize a Host Unit to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight subject to other provisions herein.
19. The Host Unit will employ or contract a Regional Emergency Management Coordinator (REMC) responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables, prepared and presented to the PMU CAOs, then to the Host Unit, and to the REMAC for review and approval.
20. The PMUs agree that the Town of Wolfville is the Host Unit pursuant to this Agreement for the first Fiscal Year of the Term, with any subsequent Host Unit appointment to occur by Special Resolution at the first REMAC meeting of each Fiscal Year.
21. The Host Unit shall:
  - (a) Procure goods and services, in accordance with the *Public Procurement Act, 2011, c. 12*;
  - (b) Provide accounting services and reports to the CAOs and to REMAC on a semi-annual basis that are in accordance with the Canadian Generally Accepted Accounting Principles, including financial variance reports of actual year-to-date expenditure relative to budget, with provision of said services on a cost-recovery basis with said costs forming part of the REMO budget;
  - (c) Convene a minimum of two meetings per year of the PMU CAOs to review work plans, progress reports, budgets, outcome reports, and financial statements prepared by the Host Unit and the REMC with such meetings to be held in advance of the applicable REMAC meetings; and
  - (d) Execute contracts, including, without limitation, equipment, facilities, personnel and funding agreements with other orders of government, pursuant to an approved work plan.

## **REGIONAL EMERGENCY MANAGEMENT COORDINATOR**

22. The Host Unit shall employ or contract the services of a REMC on a part-time basis in accordance with this Agreement. The REMC is an employee or contractor of the Host Unit for payroll, accounting, employment rights and budget administration purposes.
23. The REMC shall be responsible for effective and efficient administration of REMO, including, without limitation:
  - (a) development and implementation of a strategy that contemplates plans and operations of the PMUs;
  - (b) preparation of an annual work plan;
  - (c) preparation of an annual budget per the requisites in the Financial provisions herein;
  - (d) development and circulation of an annual outcome report; and
  - (e) Recommendation of policy and management procedures to REMAC and PMUs in consultation with Regional Emergency Management Planning Committee (REMPC) to ensure a state of preparedness for emergencies.
24. The REMC shall report to the CAO of the Host Unit or designate.
25. The Host Unit will provide office space for the REMC on a cost-recovery basis while the remaining PMUs will provide as-needed office space *gratis*.
26. The REMC shall develop and provide a work plan for review by the PMU CAOs and REMAC in January of each year and every six months thereafter, or more frequently as the PMUs may determine with a minimum of 30 days' notice to the REMC.

## **REGIONAL EMERGENCY PLANNING COMMITTEE**

27. The parties hereto agree that REMO shall form and maintain a Regional Emergency Management Planning Committee (REMPC) in accordance with terms of reference appended hereto as Schedule B.

## **TERM AND TERMINATION**

28. The term shall commence on the date of execution of this Agreement and end on 31 March 2022 and shall continue year over year for each Fiscal Year (the "Term") subject to annual reviews for contract adjustments that will be considered by 31 December each year, including without limitation annual adjustments to Schedule D.



29. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties hereto in writing, without liability, with sixty (60) days' written notice.
30. Upon termination of this Agreement, the current assets of the REMO are vested in the PMUs who are Parties to the Agreement at the time of termination and those PMUs are responsible for the liabilities of the REMO in proportion to their accumulated contributions to the REMO.

#### **WITHDRAWAL**

31. A PMU may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other PMUs a minimum of twelve (12) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.
32. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
33. It is further agreed by the PMUs that the remaining PMUs shall not be financially responsible for costs incurred by a withdrawing PMU.

#### **REMO ACTIVATION**

34. REMO shall be activated by the Host Unit, at the request of any PMU, to increase the resources and scope of a municipal response, and the REMC shall initiate the response through the Emergency Coordination Centre (ECC) at the level appropriate to the emergency.
35. The regional ECC is a centralized coordination facility located within the Municipality of the County of Kings Municipal Complex at 181 Coldbrook Village Park Drive.
36. REMO may operate, maintain and manage physical facilities for emergency responses at the scene and at the ECC.
37. The REMC is responsible for ensuring that Nova Scotia Emergency Management Organization (NSEMO) is informed of any activation of REMO.

## REMO OPERATION

38. REMO, via the REMC, shall be directly responsible for resource coordination to conduct emergency response operations, and shall keep the CAOs and NSEMO informed.
39. In the event REMO capacity is or is likely to be exceeded, REMO, via the Host Unit, will engage support from other agencies as required, and to that end shall develop regional agreements with other REMOs with said agreements being administered pursuant to provision 21(d) of this Agreement.

## FINANCIAL – REMO OPERATIONS

40. Allocation of budgeted costs per Schedule C of this Agreement shall be made in accordance with Schedule D hereto with said Schedules forming part of this Agreement.
41. The Host Unit shall invoice the PMUs for their *pro rata* share of the annualized budget in Schedule D at the start and mid-point of each Fiscal Year.
42. The Host Unit, through the REMC, shall prepare and submit an annual budget by December 31 of each Fiscal Year for presentation to the PMU CAOs and then to REMAC for review and approval by April 1 of the succeeding Fiscal Year. For the 2021-22 Fiscal Year the budget is attached as Schedule “C”, and year-over-year increases shall be to a maximum of Consumer Price Index (CPI) as published in December of each year by Statistics Canada for Nova Scotia (all goods being included).
43. In the event any PMU objects to a change to the budget allocation or an increase that exceeds CPI (Objecting PMU), the Objecting PMU may register its opposition to the same and thereafter, may require that the budget be approved as a Special Resolution. Failure to receive support of a Special Resolution shall require the Host Unit to propose a new budget that offers a remedy to the objection.
44. Upon approval, the budget shall be provided to the CAO of each PMU.
45. Annual surpluses incurred shall be refunded to the PMUs based on each PMU contribution to the budget.
46. Budget overages will require prior approval of all PMUs.
47. Deficits incurred are to be added to the funding commitments assessed to the PMUs succeeding Fiscal Year.

## **FINANCIAL – EMERGENCY EVENTS**

48. Any PMU may request resources from the other parties as required, to be provided at cost to the requesting PMU.
49. Fire response shall continue to be delivered and cost-shared in accordance with the terms of the Kings County Mutual Aid Agreement.
50. Where an emergency event does not involve all PMUs and any PMU objects to the application of the operating cost-sharing formula in Schedule D, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of this Agreement shall govern.

## **INSURANCE**

51. In the event services are provided by a Host Unit employee, all remaining PMUs shall be named as additional insureds on the Host Unit's general liability insurance policy in the amount of \$5,000,000.
52. In the event the Host Unit provides services through a third-party services contract, the contractor shall insure each of the PMUs by policy in the amount of \$5,000,000.

## **DISPUTE RESOLUTION**

53. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation. Where a dispute remains unresolved by mediation, then any PMU may refer such dispute to arbitration by provision of written notice to all parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the parties within 30 days of submission to arbitration; in default of agreement, the parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA) . The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator.

**NOTICE**

54. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

CAO  
Municipality of the County of Kings  
181 Coldbrook Village Park Drive  
Coldbrook, NS B4R 1B9

CAO  
Town of Berwick  
236 Commercial Street  
Berwick, NS B0P 1E0

CAO  
Town of Kentville  
354 Main Street  
Kentville, NS B4N 1K6

CAO  
Town of Wolfville  
359 Main Street  
Wolfville, NS B4P 1A1

**APPLICABLE LAW**

55. The law governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

**SEVERABILITY**

56. The parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

**WAIVERS AND AMENDMENTS**

57. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all parties hereto.

**RELATIONSHIP OF PARTIES**

58. The PMUs intend that the parties hereto shall not be treated as partners or members of a joint venture for any purpose.

**FURTHER ASSURANCES**

59. The parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

**EXECUTION**

60. This Agreement may be executed by facsimile and in counterpart, and without limiting the foregoing, operates in accordance with the Term and Termination provisions herein.

**TIME**

61. Time shall in all respects be of the essence in the Agreement.

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**THIS AGREEMENT** shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, estates and assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

**MUNICIPALITY OF THE COUNTY OF KINGS**

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WITNESS

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**Mayor**

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**Chief Administrative Officer**

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

**TOWN OF BERWICK**

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WITNESS

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**Mayor**

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**Chief Administrative Officer**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

TOWN OF KENTVILLE

WITNESS

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Mayor

\_\_\_\_\_  
Chief Administrative Officer

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

TOWN OF WOLFVILLE

WITNESS

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Mayor

\_\_\_\_\_  
Chief Administrative Officer

SCHEDULE A  
TERMS OF REFERENCE  
REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)

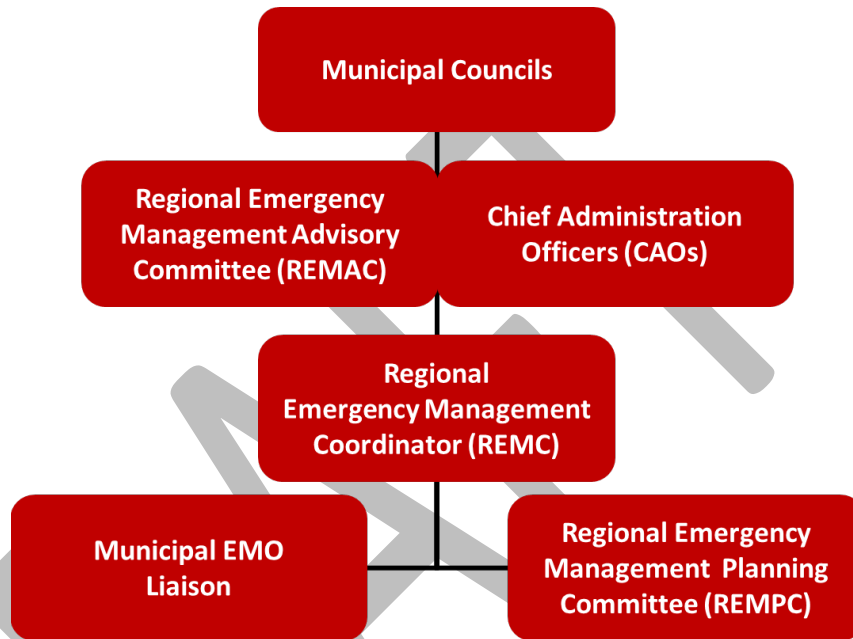
<b>Committee</b>	REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)
<b>Background</b>	Under s. 10(1)(d) of the <i>Nova Scotia Emergency Management Act</i> , municipalities are required to “ <i>appoint a committee consisting of members of the municipal council to advise it on the development of emergency management plans</i> ”.
<b>Mandate</b>	Direct and oversee the development of the Regional Emergency Management Plans (REMPs) and briefing Council(s) on same.
<b>Duties and Responsibilities</b>	<ul style="list-style-type: none"> <li>• Exercise all powers necessary as conferred by the <i>Provincial Emergency Management Act</i> once a declaration has been made</li> <li>• If required, renew the State of Local Emergency declaration every seven (7) days</li> <li>• Authorize the expenditure of municipal funds</li> <li>• Advise and continually update Municipal Councils on the current emergency situation</li> <li>• When safe and appropriate, visit the emergency site(s)</li> <li>• When and if required, and in conjunction with the Public Information Officer, brief the media</li> <li>• When and if necessary, through the Public Information Officer, inform the public of significant developments occurring</li> <li>• Ensure that appropriate information is passed to Provincial Authorities</li> <li>• Provide oversight of the Regional Emergency Management Work Plan</li> <li>• To approve plan amendments proposed by the Regional Emergency Management Planning Committee (REMPC)</li> </ul>
<b>Committee Chair</b>	The Chair of the Kings County Regional Emergency Management Advisory Committee (REMAC) shall be determined by the Committee at the first meeting of each calendar year.
<b>Composition and Terms of Service</b>	<ul style="list-style-type: none"> <li>• The Regional Emergency Management Advisory Committee shall be comprised of two (2) members of the Councils participating in the Intermunicipal Services Agreement</li> </ul>



**Schedule of Meetings**

- The Municipal Council representatives on the REMAC shall be appointed for two-year terms of office with said terms/dates being set to align with the dates of general municipal elections.
- The Regional Emergency Management Advisory Committee shall meet not less than quarterly (4 times per year).

**Committee Structure**



The Regional Emergency Management Coordinator (REMC) shall attend in an *ex officio* capacity, and pursuant to s. 31(2)(a) *Municipal Government Act*, CAOs may attend and make observations and suggestions.

The Committee shall advertise and convene in public session subject to provisions of s. 22 *Municipal Government Act* (open meetings and exceptions).

**Meeting Quorum**

- Meeting Quorum shall be 50% plus 1 of the elected members.

**Agenda Items and Minutes**

- Administrative support (Recording Secretary) shall be provided by the municipality of the Chairperson
- All Agenda items must be forwarded to the Recording Secretary within ten (10) working days of the next scheduled meeting.

**Review of  
Terms of  
Reference**

- The Agenda with related documents will be made available to the Committee members three (3) working days prior to a scheduled meeting
- The meeting Minutes will be made available within ten (10) working days of the meeting

The REMAC Terms of Reference are to be reviewed by the REMAC every two (2) years.

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SCHEDULE B  
TERMS OF REFERENCE  
REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMP)

<b>Committee</b>	REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMP)
<b>Background</b>	<p>A cooperative partnership has been established operating under the name of Kings County Regional Emergency Management Operation (REMO). The purpose of REMO is to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the Municipality of the County of Kings and the Towns of Wolfville, Kentville, and Berwick (the participating municipal units). The Kings County REMO has been formed pursuant to s. 10(1)(b) of the <u>Nova Scotia Emergency Management Act</u>, and through an Intermunicipal Services Agreement enabled under s. 60 <i>Municipal Government Act</i>. Through these authorities, the participating municipal units have determined that a Regional Emergency Management Planning Committee (REMP) should be formed to provide advice and guidance relative to emergency planning.</p> <p>Kings County comprises a land area of 2,126.71 km<sup>2</sup>, with a total population of 60,600 and a population density of 28.5/km<sup>2</sup> (as of the 2016 Census of Population conducted by <u>Statistics Canada</u>) – see <u>Annex A, Kings County Map</u>.</p> <p>Kings County is a dynamic industrial, agricultural, commercial, residential community that has the potential to be affected by a number of natural and man-made disasters or emergencies.</p> <p>Disasters and major emergencies can present challenges for Kings County. The effective exchange of emergency information with the community, and more importantly, those impacted directly by an emergency event is critical to a successful response. Planning for this exchange of emergency information between internal and external stakeholders, the community (both residents and businesses) and the media greatly increases the County’s chances of an effective response and organized recovery from the emergency.</p>

**Mandate**

The role of the Regional Emergency Management Planning Committee is to:

- provide interactive communication among affected parties and municipal staff on matters of Emergency Management;
- promote education, integration and training as necessary; and
- when needed, include measures to enhance personal preparedness and business continuity, and to advise the Regional Management Advisory Committee (REMAC).

**Duties and Responsibilities**

- Contribute to the identification of risks arising from emergencies in Kings County;
- Provide information and expertise relating to the occurrence and mitigation of potential emergencies in Kings County;
- Contribute to the continuous improvement of the Regional Emergency Management Plan (REMP) through monitoring, review and development. (Coordinated by the County of Kings Regional Emergency Management Coordinator);
- As required, participate in functional sub-committees and work groups to plan for specific emergencies, address issues, and develop and implement projects;
- Support the development of Plans to address emergencies based on existing and emerging hazards;
- Contribute to testing components of the REMP through the development and participation in emergency exercises; and
- Advise the Regional Emergency Management Advisory Committee (REMAC) on development and amendment of Regional Emergency Management Plans

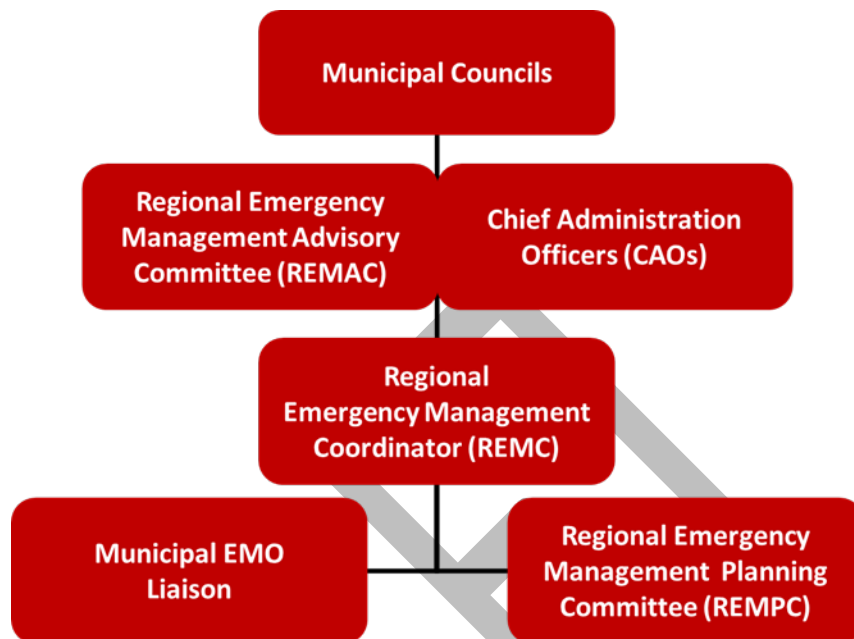
**Committee Chair**

The Chair of the Kings County Regional Emergency Management Planning Committee is the Regional Emergency Management Coordinator (REMC).

**Schedule of Meetings**

- Four meetings per fiscal year with additional meetings to be scheduled if deemed necessary by the Committee As required for special projects and initiatives.
- After a major emergency or incident that required the use of the REMP, or organizational changes.
- After significant amendments have been made to the REMP through review or legislative changes.
- Upon identification of a new risk or hazard.

## Committee Structure and Membership



The Committee shall convene in public session subject to provisions of s. 22 *Municipal Government Act* (open meetings and exceptions).

The standing members of the Committee shall be comprised of persons representing the following organizations and departments:

- Regional Emergency Management Coordinator (REMC)
- Alternate REMC
- Finance & Corporate Services
- Engineering
- Community Planning
- Parks and Recreation
- Fire Service
- Police Service
- Emergency Social Services
- Health Services
- Transportation Services
- Annapolis Valley Regional School Board
- Amateur Radio Group
- Ground Search and Rescue

On an adhoc basis, representatives from the following organizations and agencies may be requested to attend specific meetings:

- Provincial agencies

- Utilities
- Community Groups
- Volunteer Organizations
- Neighbouring jurisdictions
- Business and Industry
- Mutual aid partners

**Meeting  
Quorum**

Meeting Quorum shall be 50% plus 1 of the standing members of the REMPC.

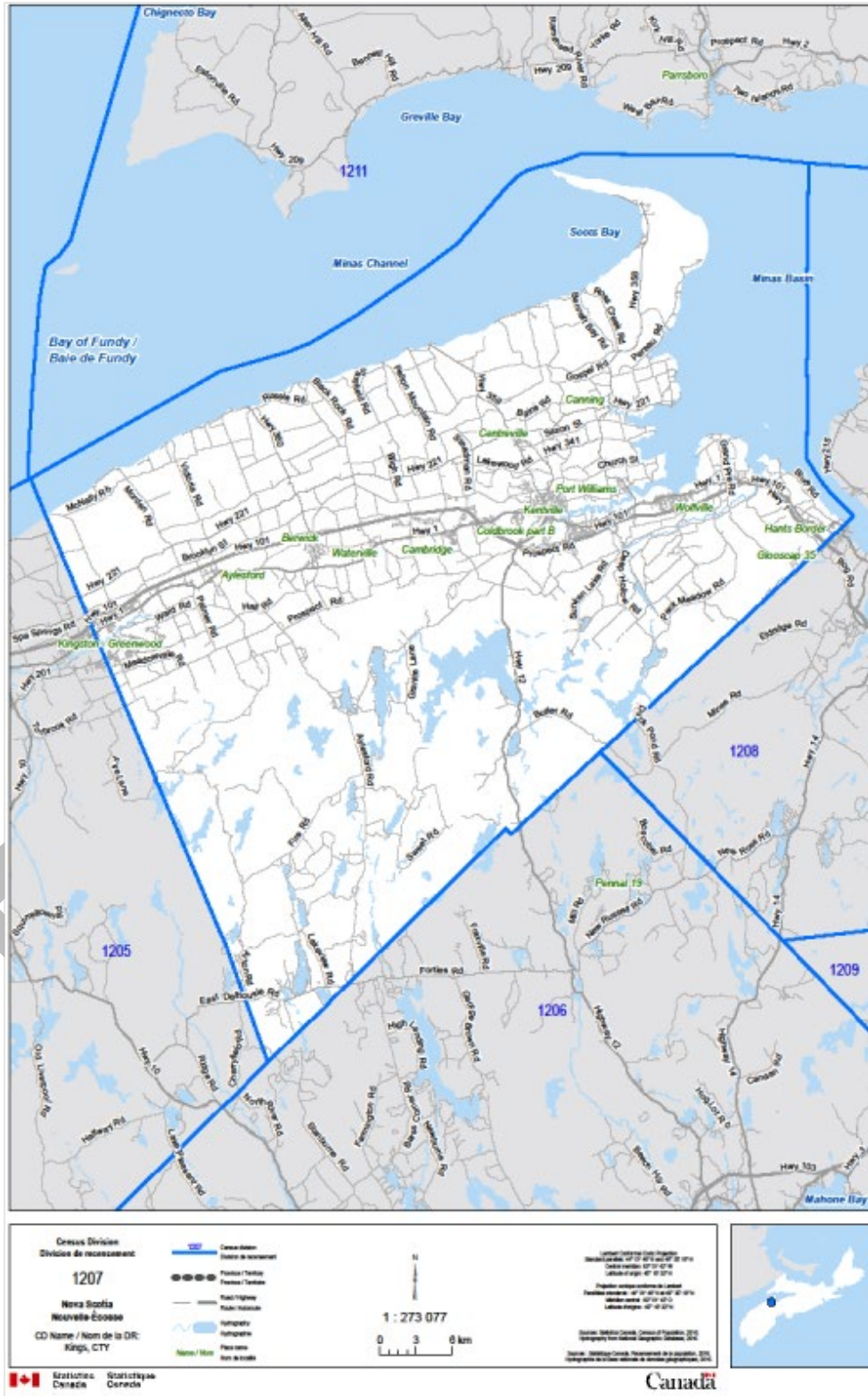
**Agenda Items  
and Minutes**

- All Agenda items must be forwarded to the REMPC within ten (10) working days of the next scheduled meeting.
- The Agenda with related documents will be made available to the Committee members five (5) working days prior to the next scheduled meeting.
- The meeting Minutes will be made available within ten (10) working days of the meeting.

**Review of  
Terms of  
Reference**

The REMPC Terms of Reference are to be reviewed by the REMPC every two (2) years.

## Annex A – Kings County Map



SCHEDULE C  
ANNUAL REMO BUDGET

Wages	\$ 50,000
Benefits	8,000
Office, communications, printing	9,000
Travel	5,000
Program development and legal	8,000
	<b>\$ 80,000</b>

DRAFT



SCHEDULE D  
REMO SHARING FORMULA

Municipal Unit:		Kings	Berwick	Kentville	Wolfville	Total
REMO Budget (Schedule C)	\$ 80,000					
Equal shares	30%	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 24,000
Population and Uniform Assessment	70%	43,338	2,046	5,838	4,778	56,000
	100%	\$ 49,338	\$ 8,046	\$ 11,838	\$ 10,778	\$ 80,000
Unit % of total		62%	10%	15%	13%	100%
Related Data:						
		UA	UA %	Pop	Pop %	Combined % (applied to 70% share)
Kings		3,562,881,949	76%	47,404	79%	77%
Berwick		147,196,578	3%	2,509	4%	4%
Kentville		488,850,683	10%	6,271	10%	10%
Wolfville		475,487,658	10%	4,159	7%	9%
		4,674,416,868	100%	60,343	100%	100%