

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 568/11

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH ROY NICHOL.

WHEREAS Section 250(2) of Part 8, Division 1 of The Municipal Act provides in part as follows:

250(2) Without limiting the generality of subsection (1), a municipality may for municipal purposes do the following:

- (d) enter into agreements with a person, with an agency of the Government of Manitoba or the Government of Canada, or with another municipality, including a municipality in another province, to do with or on behalf of the municipality anything the municipality has the power to do within the municipality;

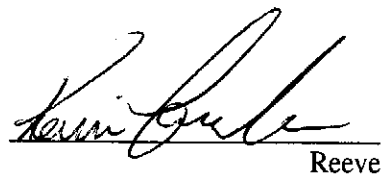
AND WHEREAS it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Roy Nichol

AND WHEREAS the terms of the agreement have been settled and are contained in the agreement attached hereto as Schedule "A";

NOW THEREFORE BE IT AND IT IS HEREBY ENACTED that the Council of The Rural Municipality of Whitemouth, duly assembled, enact as follows:

1. **THAT** the entering into the proposed Agreement attached hereto as Schedule "A" is hereby approved and authorized.
2. **THAT** the Reeve and the Chief Administrative Officer of The Rural Municipality of Whitemouth are hereby authorized and instructed to execute the agreement, as set out in Schedule "A" attached hereto, for and on behalf of the Municipality.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 13 day of July, AD., 2011.


Reeve


Chief Administrative Officer

Read a first time this 22 day of June, AD. 2011
Read a second time this 22 day of June, AD. 2011
Read a third time this 13 day of July, AD., 2011

THIS AGREEMENT made, in duplicate, this 3rd day of July, A.D., 2011.

BETWEEN

THE RURAL MUNICIPALITY OF WHITEMOUTH
hereafter known as the "Municipality"

and

ROY NICHOL
hereafter known as the "Emergency Coordinator"

WHEREAS the Municipality wishes to retain the services of an Emergency Coordinator on the terms described herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties agree as follows:


1. The Municipality will engage the services of the Emergency Coordinator for the period of April 24, 2011 to April 24, 2012.
2. The Emergency Coordinator will be responsible for emergency management, on behalf of the Municipality as outlined in Schedule "A" attached hereto.
3. The Emergency Coordinator shall report to the Chief Administrative Officer of the Municipality, other than during declared emergencies, during which time the Emergency Coordinator shall report directly to the Council.
4. The Emergency Coordinator shall receive remuneration of \$ 13.36 per hour for each hour worked.
5. The Municipality agree to reimburse the Emergency Coordinator for:
 - a. Actual kilometers traveled at the rate used by the Municipality;
 - b. 50.00 communication allowance
 - c. Rental costs for a cell phone along with long distance charges related to his position;
 - d. Meals when attending to Emergency Coordinator business at the rates used by the Municipality (currently \$ 10.00 for breakfast, \$ 15.00 for lunch, and \$ 20.00 for supper) in accordance with the Municipal by-law, and;

The Emergency Coordinator shall forward an invoice to the Municipality for eligible expenses each month no later than the 15th of the following month.

6. The Municipality agree to provide access to a computer for the Emergency Coordinator to use while this agreement is in effect. This computer shall remain the property of the Municipality.
7. This Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
8. This Agreement shall not be assigned to any other persons, firms, or corporations without the consent of all parties hereto.
9. In the event that a dispute arises between the parties hereto as to any aspect of this Agreement, then such dispute shall be resolved by final and binding arbitration pursuant to the provisions of The Arbitration Act of Manitoba.
10. Remuneration shall be negotiated annually. The contract is automatically renewed on a yearly basis unless either the Municipality or the Emergency Coordinator terminate this agreement in written form with sixty (60) days written notice delivered to the other party.
11. If any provision of this Agreement is held to be invalid or unenforceable by a court or regulator of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the parties shall endeavour to give effect to the Agreement as originally contemplated before the provision was held to be invalid or unenforceable to the maximum extent permitted by law.
12. Time is of the essence in this Agreement.

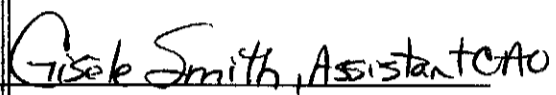
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

RURAL MUNICIPALITY OF WHITEMOUTH

Per: 

Per: 

SIGNED, SEALED AND DELIVERED
In the presence of:




ROY NICHOL

Schedule "A"

**EMERGENCY PREPAREDNESS ROLE
FOR EMERGENCY COORDINATOR**

FUNCTION I

Chair the Emergency Response Control Group/Emergency Services Committee.

Activities

1. Recommends to councils positions, roles and functions.
2. Calls meetings, prepares agendas and arranges for minutes.
3. Provides orientation to members.
4. Prepares reports for council.
5. Conducts the meeting.

Knowledge and Skill Required.

- A. Understands the role and responsibility of the committee.
- B. Is able to conduct a meeting.
- C. Is able to communicate with the public.
- D. Is able to prepare necessary documentation and reports.
- E. Understands the group process.

FUNCTION II

Recruits and supports individuals for Emergency Services Committee, Emergency Response Control Group and Emergency Operations Centre.

Activities.

1. Identifies the skill knowledge requirements for each position.
2. Prepares job description.
3. Identifies potential candidates.
4. Recommends potential candidates to council.
5. Orients individuals to job and responsibility.
6. Designs and implements personnel development program/strategy.
7. Evaluates performance.

Knowledge and Skill Required.

- A. Can do a needs analysis.
- B. Understands community emergency preparedness program.
- C. Understands the Manitoba emergency response system.
- D. Understands community emergency response plan.
- E. Is aware of available training/education resources.
- F. Understands how to develop training & education programs.
- G. Understands methods of motivating staff.

FUNCTION III

Ensures preparation and coordination of Emergency Preparedness Program.

Activities.

1. Conducts hazard and resource analysis.
2. Develops emergency response plan.
3. Develops resource plan.
4. Develops training & education plan.
5. Develops exercise plan.
6. Develops emergency preparedness budget.
7. Writes the emergency preparedness plan.
8. Obtains council's approval for emergency preparedness program.
9. Implements approved emergency preparedness program.

Knowledge and Skill Required.

- A. Understands the Manitoba Emergency response system.
- B. Understands the municipal authority and responsibility under the Emergency Measures Act.
- C. Understands the role and functions of the committees.
- D. Understands process for development of emergency preparedness program planning.
- E. Understands process of developing an emergency response plan.
- F. Knows how to conduct a municipal hazard and resource analysis.
- G. Understands the process of obtaining council approval.
- H. Knowledge of components of emergency response plan.
- I. Knowledge of training and education resources.
- J. Knowledge of exercise types.
- K. Understands how to develop a budget.
- L. Understands municipal process for approval of legislation.
- M. Ability to delegate tasks

FUNCTION IV

Prepares action plan for implementing Emergency Preparedness Program.

Activities.

1. Reviews approved emergency preparedness program.
2. Convenes emergency preparedness committee and assigns tasks for carrying out emergency preparedness program.
3. Monitors assigned task completion.
4. Evaluates the ethics of the emergency preparedness program.
5. Prepares reports for council.

FUNCTION V

Manages Emergency Operations Centre (EOC).

Activity

1. Activation
 - open
 - lights/heat/water
 - phone lines
2. Staffing
 - clerks
 - security
 - cleaning
3. Resources
 - stationery
 - office equipment
 - refreshments
4. Manage/Coordination
 - arrangement of workstations
 - assignment of staff
5. Closing
 - return equipment
 - resupply
 - lock-up
6. Location and equipping alternate/back-up EOC

FUNCTIONS VI

Coordinates the municipal emergency operation.

Activity.

1. Ensures Emergency Response Control Group is in attendance as per emergency preparedness plan.
2. Contacts Incident Commander/Site Manager for situation reports.
3. Obtains reports from members of Emergency Response Control Group.
4. Compiles up-to-date situation reports.
5. Prepares recommendation(s) for council's attention.
6. Advises council on situation (sit-rep) and recommendations of the Emergency Response Control Group.
7. Takes council's direction back to Emergency Response Control Group and Incident Commander/site manager.
8. Provides liaison with Manitoba Emergency Measures Organization and others.
9. Continues to provide liaison with Council and Incident Commander/Site Manager.
10. Ensures rotation of Emergency Response Control Group members and Incident Commander/Site Manager.

FUNCTION VII

Provides liaison with Manitoba Emergency Measures Organization.

Activity.

Non-Emergency

1. Submits plans and program to Manitoba EMO Regional Emergency Officer after twice yearly updates and input from Emergency Services/Emergency Response Control Group and prior to submitting to Council for approval via resolution.
2. May contact Manitoba Emergency Measures Organization Regional Emergency Officer for advise/assistance with community Emergency Preparedness plans & program(s).

Emergency

1. Requests Manitoba Emergency Measures Organization involvement as appropriate.
2. Provides liaison with Manitoba Emergency Measures Organization as appropriate.
3. Communicates activation of Emergency Plan or Declaration of a State of Local Emergency to all concerned.
4. Communicates termination of a State of Local Emergency to Manitoba EMO as appropriate.