

CIVIL EMERGENCY MEASURES ACT

Pursuant to section 4 of the *Civil Emergency Measures Act*, the Commissioner in Executive Council orders as follows:

1. The annexed Memorandum of Agreement between the Government of Canada, represented by the Department of Indian Affairs and Northern Development, and the Government of the Yukon is hereby approved and the Acting Deputy Minister of the Department of Community and Transportation Services is hereby authorized to sign it on behalf of the Government of the Yukon.

Dated at Whitehorse, in the Yukon Territory, this 6th day of July, 1992.

Commissioner of the Yukon

LOI SUR LES MESURES CIVILES D'URGENCE

Le Commissaire en conseil exécutif, conformément à l'article 4 de la *Loi sur les mesures civiles d'urgence*, décrète ce qui suit:

1. Le Mémoire d'accord entre le Gouvernement du Canada représenté par le ministère des Affaires indiennes et du développement du nord et le gouvernement du Yukon, paraissant en annexe, est approuvé par les présentes. Le sous-ministre par intérim du ministère des Services aux agglomérations et du Transport est autorisé, par les présentes, à signer au nom du Gouvernement du Yukon.

Fait à Whitehorse, dans le territoire du Yukon, ce 6^e juillet 1992.

Commissaire du Yukon

APPENDIX A

DRAFT

YUKON SEARCH AND RESCUE ASSET MANAGEMENT MEMORANDUM OF AGREEMENT

This Memorandum of Agreement dated and effective

BETWEEN:

GOVERNMENT OF YUKON, as represented by the Deputy Minister, Community and Transportation Services, responsible for the Emergency Measures Organization of the Yukon

(hereinafter called "yukon"),

OF THE FIRST PART

AND:

GOVERNMENT OF CANADA, as represented by the Regional Director General, Yukon Region, Department of Indian Affairs and Northern Development

(hereinafter called "DIAND"),

OF THE SECOND PART

WHEREAS DIAND has applied to the New Search and Rescue (SAR) Initiatives Fund by an annex to a Memorandum of Understanding (MOU) created on May 5, 1988 between DIAND and the National Search and Rescue Secretariat (NSS), on behalf of the sponsoring members of the Emergency Measures Organization (EMO) in the Yukon, to request funds for the purchase of SAR Assets (as summarized in Schedule "A") for placement at the local level to foster the development and maintenance of Search and Rescue Teams (Local Groups); and

WHEREAS NSS, upon consideration of the merits of the application for funding the Yukon SAR Assets, has approved a maximum commitment of \$940,000.00 for Fiscal Years 1992/93 and 1993/94 in accordance with an Implementation Strategy (as summarized in Schedule "B") for the purpose of acquiring SAR Assets for assignment at the local level; and

WHEREAS Yukon, being responsible for the coordination and enhancement of emergency measures throughout the Territory, supports the placement of SAR Assets at the local level and, being unable to apply directly to the New SAR Initiatives Fund, recognizes the substantial contribution to preparedness in the Territory by DIAND in making application to the New SAR Initiatives Fund on behalf of the EMO; and

WHEREAS it is necessary and appropriate for DIAND to now enter into a subsequent agreement with Yukon to permit Yukon to control and expedite the purchasing and distribution of the SAR Assets and recover funds expended from DIAND, provided such funds are made available by NSS, in accordance with the Schedule "B".

NOW THEREFORE the parties to this Memorandum agree:

1. The SAR Assets purchased are to be obtained and coordinated by EMO and are to be based on the 1991/92 New SAR Initiatives Annex #1/91 dated August 27, 1991 (Annex #1/91) which is annexed to the MOU.
2. The SAR Assets purchased are to be assigned to local Search and Rescue Societies or Municipalities (Local Groups) by Yukon, and will be stored, maintained and operated by such Local Groups for the purposes of approved training and operational tasks.
3. The ownership of the Assets will remain with DIAND until the completion of the term of this agreement at which time the DIAND will endeavor to arrange the transfer of these assets to Yukon for subsequent transfer to the Local Groups.
4. The invoicing for approved purchases and the contracting out of the implementation study, by Yukon on the behalf of DIAND, and subsequent full recovery of expenditures made, is recognized as a "New Recovery Program: as defined under Annex 9, Paragraph 1 of the Formula Financing Agreement dated May 15, 1992 between Canada and Yukon. As a "New Recovery Program: the monies expended and recovered by Yukon will be excluded from the eligible revenue calculations of the Formula Financing agreement and will not have an impact on the Formula Financing contributions made to Yukon.
5. DIAND will, upon receipt of an invoice from Yukon pursuant to this agreement and annexes thereto, process the invoice for full payment in an expedient manner.
6. Yukon will submit, on a quarterly basis, a status report on the SAR Assets required and the eventual placement in the Yukon. Upon receipt of this report DIAND will submit a quarterly status report to the NSS in keeping with annex #1/91 of the MOU.
7. Yukon, with the support and assistance of various members of EMO, will deliver training to the volunteers involved in these Local Groups.
8. DIAND will assign asset control numbers to all accountable, non-consumable assets acquired by Yukon under this agreement.
9. Yukon will, through its operational and training task approval process, reimburse Local Groups for the reasonable costs associated with approved emergency operations or undertaking approved training relative to the SAR Assets.
10. Yukon shall indemnify and save harmless DIAND from any liability or loss of SAR Assets arising out of the use of the SAR Assets by anyone including the Local Group, negligence by the servants, agents or employees of DIAND excepted.
11. The term of this agreement shall be from _____ until March 31, 1994.
12. The project contacts and coordinators for each of the parties shall be:

On behalf of Yukon - _____ Director, Emergency Measures

On behalf of DIAND -

Director, Finance and Administration
Northern Affairs Program, Yukon Region

Signed on behalf of the Parties by:

DIAND per

Yukon per

Regional Director General
Northern Affairs Program
Yukon Region

Deputy Minister
Community and Transportation
Services, Government of Yukon

Attachments

Schedule "A" - List of SAR Assets
Schedule "B" - Implementation Strategy

NOTE: The schedules referred to are available from the Registrar of Regulations.