

Agreement between the government of Canada and the government of United States of America on cooperation in comprehensive civil emergency planning and management

The Government of Canada and the Government of the United States of America,

RECOGNIZING the importance of comprehensive civil emergency planning and management, in relation both to peacetime emergencies stemming from accidents, natural disasters and deliberate acts, and to situations of declared or undeclared hostilities including armed enemy attack,

DESIRING to strengthen cooperation between their two countries so as to be able to respond more effectively to such emergencies,

HAVE AGREED AS FOLLOWS:

Article I

Consultative Group

1. A Consultative Group on Comprehensive Civil Emergency Planning and Management (Consultative Group) shall be established by the Parties.
2. The structure, membership and terms of reference of the Consultative Group shall be as set forth in Annex A.
3. The Consultative Group shall meet at least once in each calendar year at such times and places as may be agreed upon.

Article II

Principles of Cooperation

Subject to the domestic laws of the Parties, the following principles of cooperation are intended to be used as a guide by civil emergency authorities in Canada and in the United States of America:

- (a) Nothing in this Agreement shall derogate from the application of Canadian law in Canada or of United States law in the United States. However, the authorities of either country may request the assistance of the other country in seeking appropriate alleviation if the normal application of law in either country might lead to delay or difficulty in the rapid execution of necessary civil emergency measures.

(b) The Consultative Group will seek to ensure that in areas of common concern, plans of the two governments for the emergency use of manpower, materiel resources, supplies, systems and services shall, where feasible and practicable, be consistent with this principle.

(c) Each government will use its best efforts to facilitate the movement of evacuees, refugees, civil emergency personnel, equipment or other resources into its territory or across its territory when it is agreed that such movement will facilitate civil emergency operations by both countries.

(d) In times of emergency, for the purposes of emergency relief, each government will use its best efforts to ensure that those citizens or residents of the other country present in its territory are treated, with respect to health and welfare services, in a manner no less favorable than its own citizens.

(e) Each government will use its discretionary powers as far as possible to avoid a levy of any national tax on the services, equipment and supplies of the other country when the latter are engaged in civil emergency activities in the territory of the other, and will use their best efforts to encourage state, provincial and local authorities to do likewise.

(f) When transportation, communications and related facilities and equipment which are subject to the control of one government are made available for emergency use to the other government, the two governments will use their best efforts to ensure that the charges to the using government will not exceed those paid by similar* agencies of the government making these resources available. To this end mutually acceptable arrangements will be worked out as necessary by the two governments. Each government will use its best efforts to encourage other levels of government [sic] to do likewise.

(g) In its emergency planning, each government will include provisions for adequate security and care for the personnel, equipment and resources of the other country entering by mutual agreement in pursuance of authorized civil emergency activities. The two governments will use their best efforts to ensure that such provisions provide access to supplies necessary for their return.

(h) Transportation and other equipment originating in one country but located in the other country at the onset of an emergency may by mutual agreement be temporarily employed by the appropriate authority of the country in which the equipment is located.

(i) Perishable or other readily consumable supplies located in one country at the time of an emergency but owned by parties in the other country may by mutual agreement be disposed of by the appropriate civil emergency authorities for the two countries.

(j) Each government will call to the attention of its state, provincial, local and other authorities in areas adjacent to the international border the desirability of achieving compatibility between civil emergency planning in Canada [Page 6] and the United States. For the purpose of achieving effective civil emergency planning between the United States and Canada, each government will, insofar as consistent with national plans and policies, also encourage and facilitate cooperative emergency arrangements between adjacent jurisdictions on matters falling within the competence of such jurisdictions.

Article III

Existing Agreements and Commitments

The Consultative Group shall ensure that all plans for comprehensive civil emergency management relating to this Agreement are consistent with the commitments of the Parties under the North Atlantic Treaty and other applicable agreements. In particular, the Consultative Group shall ensure that all civil emergency plans and arrangements relating to situations of declared or undeclared hostilities will:

- (a) provide necessary, appropriate and timely civil support for the defence of North America;
- (b) enable Canada and the United States to meet their obligations under the North Atlantic Treaty and other applicable agreements and arrangements including those for the joint defence of North America; and
- (c) mitigate the effects [sic] of any armed attack on the civilian populations in Canada or the United States.

Article IV

Comprehensive Nature

This Agreement is intended as a comprehensive agreement on civil emergency planning and management. To this end, from time to time and as necessary, I the Consultative Group shall:

- (a) review existing Canada-United States arrangements related to civil emergency planning and management to ensure consistency with the principles embodied in this Agreement;
- (b) as appropriate, compile copies of such arrangements and ensure that appropriate officials of the Parties as well as officials of regional, local and other authorities are provided as necessary with up-to-date copies of relevant materials;

(c) as appropriate, consult with state, provincial, regional, local and other authorities to promote consistency of all civil emergency planning and management agreements and arrangements of a regional or local nature with the principles of this Agreement, and, to the extent possible, to compile and provide such regional, state, provincial, and local arrangements to appropriate authorities, as provided in subparagraph (b) above.

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Article V

Amendments

This Agreement and the Annex may be amended (and additional Annexes may be added) by agreement of the Parties. The Annex (and any additional Annexes) may also be amended as provided therein, subject to the requirement that such amendments shall be consistent with this Agreement.

Article VI

This Agreement supersedes the Canada-United States Agreement concerning Civil Emergency Planning, effected by exchange of notes of August 8, 1967.¹

Article VII

Entry into Force

This Agreement shall enter into force upon signature and shall remain in effect for a period of five (5) years. Unless written notice of termination is given by either Party at least 30 days prior to the end of the five-year period, this Agreement shall be automatically renewed for an additional five (5) year period. Notwithstanding the above, the Agreement may be terminated at any time upon six (6) months written notice by either Party to the other. The terms of the Agreement may be reviewed at any time at the request of either Party.

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IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Agreement.

DONE in duplicate at Ottawa, this 28th day of April, 1986, in the English and French languages, each version being equally authentic.

W. B. SNARR

For the Government of Canada

JULIUS W. BECTON JR.

For the Government of the United States of America

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Annex A

Consultative Group on Comprehensive Civil Emergency Planning and Management

1. Structure and Representation

The Consultative Group shall include as co-chairpersons the Executive Director of Emergency Planning Canada for Canada, and the Director of the Federal Emergency Management Agency for the United States.

One representative each from the Department of External Affairs and Emergency Planning Canada shall be Canadian members.

One representative each from the Department of State and the Agency for International Development's Office of the U.S. Foreign Disaster Assistance shall be United States members.

Representatives of other Canadian or United States government departments or agencies may participate as required.

The Secretariat of the Consultative Group will be provided by Emergency Planning Canada and the Federal Emergency Management Agency as required.

2. Terms of Reference

Being responsible for supervising Canada-United States comprehensive civil emergency planning and management, for both peacetime and times of hostilities, the Consultative Group:

- (a) shall consider means of cooperation in planning for comprehensive civil emergency management;
- (b) shall recommend to the Government of Canada, and to the Government of the United States, actions to be taken regarding the development of studies, the exchange of information, and the development and coordination of plans and recommendations;
- (c) shall encourage and facilitate, where appropriate, planning and development of mutual cooperation for comprehensive civil emergency management by provinces, states and municipalities;
- (d) shall endeavor to facilitate, as appropriate, the prompt entry into and exit from its territory of personnel, materials and equipment involved in cooperative programs covered under this Agreement, subject to the applicable laws of each country;

- (e) may establish joint working groups to carry out specific tasks;
- (f) shall facilitate the exchange of information relative to prevention, mitigation and assistance regarding comprehensive civil emergency planning outside of the common border areas, as appropriate;
- (g) may invite other federal, regional, provincial, state or local authorities and representatives of the private sector to meetings of the working groups, as appropriate, with the prior consent of both Parties; and
- (h) as far as possible, will alternate conference sites between the United States and Canada.

3. Amendment

The Executive Director of Emergency Planning Canada, on behalf of Canada, and the Director of the Federal Emergency Management Agency, on behalf of the United States, are empowered to amend this Annex (and any additional Annexes) subject to the requirement that all such amendments shall be consistent with the Agreement, confirmed in an exchange of written correspondence, and forwarded to the Department of External Affairs and the Department of State for formal approval by exchange of notes.