

A Guide to Developing Mutual Aid Agreements

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Intended audience: Livestock Producers / Operator

OVERVIEW

This guide is to assist in the development of a Mutual Aid Agreement. In this document, a Mutual Aid Agreement (Agreement) is a formal document between parties whereby one party provides services, as required, to the other party in an animal-related emergency. Sharing resources can significantly strengthen each party's operational emergency response capability.

Agreements may be established between individuals and/or entities and should be worked out in advance of an emergency or disaster. It is a commitment between two or more parties that ensures that neither party will overextend their generosity in providing services for animals during a declared emergency.

The decision to enter an Agreement needs to be carefully considered, negotiated and monitored. Risks must be identified and assessed, and acceptable control measures implemented where possible, A risk assessment will help determine whether the overall risk of entering an Agreement is acceptable or not.

Agreements establish a framework for communication and cooperation between **Aid Provider** and **Aid Recipient**. Agreement content should include time periods, responsibilities, eligible costs, and/or other terms of reference, provide liability protection, and reduce the potential for misunderstandings between participating parties. Agreements usually ensure that costs incurred by the **Aid Provider** will be covered by the **Aid Recipient**.

The general terms and implications of an Agreement must be communicated to all individuals who will be executing the plan, and may include:

- Adjunct Service Providers contracted by the signatory of the agreement
- First responders
- Relevant provincial regulatory agencies
- Provincial livestock commodity groups

All individuals directly involved in the Agreement must understand the scope of the incident including their roles and responsibilities when responding to a call from an Aid Recipient seeking assistance. Tabletop exercises and trainings are recommended.

The provisions of the Agreement should be addressed in the participating parties' emergency plans.

Agreements do not preclude legal obligations as defined by provincial and federal animal health and welfare laws.

ROLES AND RESPONSIBILITIES

Parties within an Agreement can be defined as the following:

- **Aid Provider** – refers to the Party providing aid to a recipient.
- **Aid Recipient** – refers to the Party receiving aid.
- **Services Provided** – refers to the specific services (examples include but are not limited to providing shelter, veterinary services, feed) provided by the Aid Provider to the Recipient
- **Service Provider** – refers to external parties providing Services as described above.

All livestock operations, whether managed by the owner or a contractor, must be able to implement an effective response in an emergency by following a standard set of practices and procedures to ensure the optimum health and welfare of their animals.

The Aid Recipient is responsible to ensure Agreements are developed with the Aid Provider for emergency management situations. All parties are responsible for ensuring animal identification, premises identification and movement tracing are provided and updated.

ESTIMATION OF RISK

Livestock operations enter Agreements to reduce the risk of being unable to adequately respond to an emergency; however, entering an Agreement has the potential to create another category of risks. An assessment of the estimated risk will enable all parties to determine whether the overall risk of entering an Agreement is acceptable or not. The individual risk may be rated high, but still, be deemed acceptable. For example, the risk of bearing a large financial liability may be rated high, but considered acceptable if other risks (safety, legal, etc.) have a more significant impact and/or offset the risk.

The Aid Recipient and provider are encouraged to conduct an estimation of risk (Appendix 1) before entering into an Agreement. For each party, the decision to enter an Agreement should be made on a case-by-case basis with a clear understanding of:

- The risks associated with the Agreement.
- Available measures to address or reduce identified risks.
- A plan to monitor, review, negotiate, and revise the Agreement

An Agreement does not reduce either party's responsibility to provide adequate emergency response to its operation. Nor should an Agreement impair an Aid Provider's ability to adequately respond to its emergency, if applicable, while providing aid to another party as defined in the Agreement.

Assessing the estimated risk helps to determine the possible outcomes, whether the risks are acceptable or unacceptable, and whether control measures can be implemented to make the risks acceptable. Such measures may be included in the Agreement, for example, placing a limit on the assistance an Aid Provider may provide so that it is still capable of adequately responding to its operation or emergency.

In assessing risks consider the likelihood of the risk occurring and potential harm resulting from it, as well as the range of consequences of that harm. The risks should be analyzed for possible mitigating measures and prioritized based on the Aid Providers' risk priorities.

Risk assessment may consider:

- Type of emergencies anticipated (animal disease, natural disaster, structural fire, extended power, utility outages, etc.)
- Location and distance of Aid Recipient and provider
- Ability to source resources including but not limited to feed, water, and medicine.
- Facilities to provide the service requested.
- Capacity to deliver the required services.

Reviewing potential emergency scenarios will assist in identifying risks.

MUTUAL AID AGREEMENT CONTENT

Parties entering into Agreements must address issues specific to their situation. Following are provisions that should be included in an Agreement, see **Appendix 2 – Mutual Aid Agreement Template**. Ideally Agreements are worked out in advance of an emergency or disaster.

SECTION	DESCRIPTION
Introduction or a brief description	Description to include background, need and purpose.
Identification	Names and contact details of parties participating in the Agreement.
Notification process	Detail the procedure for consultation and communications between parties allowing the understanding of obligations and considerations for changed circumstances.
Purpose of Agreement	Detail why the livestock operation should participate, under what circumstances they may require aid or provide aid, and the implications of providing and receiving aid.
Timeframe of Agreement	Definite terms agreed upon by all parties.
Liability/Insurance	All parties can incur significant liability in responding to and managing an emergency or disaster. Potential liabilities include but are not limited to personal injuries, injuries to livestock, property damage, product loss and environmental damage. Aid Recipients agree to indemnify and hold the Aid Provider harmless from any liabilities incurred because of the emergency event. All parties agree to hold sufficient insurance and types of policies to meet any liabilities that may arise under the Agreement.
Services Provided	Specify the type of emergency, the services provided, equipment required, duration and any other relevant elements. The scope of the Agreement should include, but is not limited, to providing: <ul style="list-style-type: none"> • Facilities and housing • Feed and water • Health management <ul style="list-style-type: none"> o If lairage sites and housing are required, the Aid Recipient must ensure all the necessary provisions, i.e., adequate barn space, adequate pasture, adequate food, water, and veterinary personnel are available to receive animals and to monitor their well-being while on-site. o The Aid Provider that is sheltering, housing, caring for and feeding the livestock, is responsible for notifying and submitting any reports of adverse animal health signs, sickness, or injuries to the owner, the relevant veterinarian, and when applicable government authority.
Other Service Provider(s)	These could include, but are not limited to, livestock transport companies, feed suppliers, veterinarians, livestock owners, animal depopulation companies, deadstock disposal companies, etc.
Assistance Activation	Detail the process of requesting aid and approval of that request. It should identify who has the authority to request aid and who has the authority to approve providing aid.
Assistance Termination	Detail the process of terminating aid, clearly identifying who has the authority to terminate the assistance on behalf of the Aid Recipient and on behalf of the Aid Provider. The Agreement may detail how personnel are released, equipment returned, the disposal of used materials, etc.

Cost Recovery	<p>Detail potential cost specific to the Agreement, that could include but is not limited to:</p> <ul style="list-style-type: none"> • Transportation costs for livestock to and from the agreed-upon lairage site • Salaries, wages, benefits, including overtime and any allowances for employees/ personnel • Feed, water, and specialized nutrients costs • Equipment maintenance and/or replacement costs • Veterinary expenses • Utility expenses • Indirect costs that may be associated with market loss or impact on the supply chain • Costs resulting from injuries incurred off-premises or during livestock transportation must be recorded by the transportation company or affected party
Operational Matters	<p>Detail operational matters critical to the Agreement during activation. They may include but are not limited to:</p> <ul style="list-style-type: none"> • Communication between Aid Recipient and Aid Provider • Documentation related to the Agreement • How resources related to the Agreement will be sourced and delivered
Agreement Maintenance	<p>Detail maintenance to include regular review to ensure the Agreement remains valid, workable, and meets the needs of all parties. Agreement maintenance is not intended to re-open negotiations but to facilitate the intent of the Agreement.</p>
Dispute Resolution	<p>In the cases of lairage establishment, there can be inclusions of parties agreeing to visit the lair-age/property a minimum of once per year to review facilities for sheltering animals, provisions for water and feed, and to familiarize themselves with each property, review of any biosecurity requirements and review of the emergency plan of the property.</p>
Signature blocks	<p>Detail the process set out to help resolve disputes arising under the Agreement.</p>
	<p>The participating parties must sign the Mutual Aid Agreement, and a copy of the Agreement must be submitted to each party and their authorized representatives for the Agreement to be recognized and enacted.</p>

RESOURCES

- Emergency management plans for all livestock operations involved
- Animals in Transit Protocol – Animal Health Emergency Management project
- Non-Essential Movement Protocol – Animal Health Emergency Management project
- Livestock Traceability Program – as per your provincial government
- Animal Identification Program – as per the livestock species involved.
- [Code of Practice for the Care and Handling of Farm Animals](#) – Transportation and species-specific
- [Producer Handbooks - Animal Health Emergency Management project](#)
- [National Biosecurity Standards and Biosecurity Principles](#) – CFIA

Appendix 1 – Mutual Aid Agreement Estimation of Risk

CATEGORY	IMPACT			
HEALTH and SAFETY (potential hazards and factors that may cause harm to people and animals)	High = 5 Significant, widespread industry impact	Moderate = 3 Limited, local industry impact	Minor = 1 Negligible or low industry impact	Score See chart below
Potential for hazards, physical injuries, and infection for both animals and their handlers				
Adverse health and increased animal deaths due to crowding and/or inadequate management infrastructure				
Adverse impacts on the livestock due to exposure to extreme heat or cold				
Any other potentially serious health and safety risks				
ENVIRONMENTAL (impacts associated with livestock and by-product storage and disposal, contamination, and pollutants)	High = 5	Moderate = 3	Minor = 1	Score
Potential for environmental damage requiring clean-up and land remediation				
Herd management or habitat impacts associated with prolonged animal holding at a density beyond the site's capacity				
Issues relating to product storage and pollutant disposal / contamination				
Issues relating to providing adequate feed and water				
FINANCIAL and LEGAL (operational funding/revenue losses, trade interruption, associated costs, as well as insurance and potential litigation)	High = 5	Moderate = 3	Minor = 1	Score
Significant and widespread operational costs and potential contract losses				
Potential for litigation and payment of damages (negligence/inappropriate compliance)				
Loss of business, revenues, and other third-party funding				
Insurance claims and the need for emergency support				
Financial support through provincial and federal insurance programs				
SOCIAL (damage to reputation, including market position which would consider both domestic markets and potential impacts on international trade)	High = 5	Moderate = 3	Minor = 1	Score
Significant and widespread damage to reputation, industry brand and trade relationships				
Change in consumer preferences/behaviour/consumption				
Significant and long-term damage to external stakeholder relationships				
Industry image and reputation				

LOW (4 – 7)

May be accepted with monitoring measures as necessary

MEDIUM (8 – 11)

Must be addressed through risk mitigation, transfer, or avoidance

HIGH (12 – 25)

Indicates a need to escalate to the producer and key decision-makers for consideration and action.

Appendix 2 – Mutual Aid Agreement Template

Complete the clear field below. For instructions on any of the boxes please refer to the Mutual Aid Agreement Content section of the Guide to Developing Mutual Aid Agreement document. Ideally Agreements are worked out in advance of an emergency or disaster.

ISSUED (DATE)						
INTRODUCTION OR A BRIEF DESCRIPTION OF THE AGREEMENT – description to include background, need and purpose.						
IDENTIFICATION – this Agreement is between:						
PARTY #1						
Name						
Position/Office/Title						
On behalf of						
Address				City		
Province		Postal Code		PID		
Phone number				Cell Number		
Alternate number				Fax Number		
Email						
PARTY #2						
Name						
Position/Office/Title						
On behalf of						
Address				City		
Province		Postal Code		PID		
Phone number				Cell Number		
Alternate number				Fax Number		
Email						

<p>NOTIFICATION PROCESS – detail the procedure for consultation and communications between parties.</p>
<p>PURPOSE OF AGREEMENT – detail why the livestock operation should participate, under what circumstances they may require aid or provide aid, and the implications of providing and receiving aid.</p> <ol style="list-style-type: none"> 1. Agreements to be entered into are governed by the laws of the land at the time of the emergency or disaster. 2. The parties to the Agreement will render all possible help to each other upon request when required subject to the following conditions: <ul style="list-style-type: none"> • The normal channels of communication shall be between the parties or any person designated by them in their absence. • On receipt of a call for assistance, whether general or specific as to resources required, the extent of the assistance given will be at the discretion of each party having regard to their own needs/situation at the time. • Any costs incurred in connection with the mobilization, movement, and use of mutual aid resources such as food and veterinary services will, in the first instance, be borne by the party requesting/receiving the aid.
<p>TIMELINE OF AGREEMENT – This Agreement is effective upon the day of the last signature affixed hereto. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice which shall be delivered to the other party by hand or by certified mail sent to the address listed herein. Detail terms of Agreement.</p>
<p>LIABILITY/INSURANCE – Each party shall be responsible for its actions or omissions and those of its representatives. It is agreed that each party shall be individually responsible for providing insurance coverage for their respective property(ies). Detail liability/insurance.</p>
<p>SERVICES PROVIDED – specify the type of emergency, the minimum level of aid, equipment required, duration and any other relevant elements.</p>
<p>OTHER SERVICE PROVIDERS – could include, but are not limited to, livestock transport companies, feed suppliers, veterinarians, livestock owners, animal depopulation companies, deadstock disposal companies, etc.</p>

ASSISTANCE ACTIVATION – the process of requesting aid and approval of that request.
ASSISTANCE TERMINATION - the process of terminating aid, clearly identify who has the authority to terminate the assistance on behalf of the Aid Recipient and on behalf of the Aid Provider.
COST RECOVERY – detail cost specific to the Agreement.
OPERATIONAL MATTERS – detail operational matters critical to the Agreement during activation.
AGREEMENT MAINTENANCE – detail maintenance to include regularly reviewed to ensure the Agreement remains valid, workable, and meets the needs of all parties.
DISPUTE RESOLUTION – detail the process set out to help resolve disputes arising under the Agreement.

SIGNATURES			
PARTY #1			
Print name		Date	
Signature			
PARTY #2			
Print name		Date	
Signature			