

**STE. ANNE SUMMER VILLAGES REGIONAL EMERGENCY  
MANAGEMENT PARTNERSHIP AGREEMENT**

This agreement made on \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

**Summer Village of Birch Cove**

- and -

**Summer Village of Nakamun  
Park**

- and -

**Summer Village of Ross Haven**

- and -

**Summer Village of Sandy Beach**

- and -

**Summer Village of Silver Sands**

- and -

**Summer Village of South View**

- and -

**Summer Village of Sunrise Beach**

- and -

**Summer Village of Val Quentin**

- and -

**Summer Village of West Cove**

-and-

**Alberta Beach**

(collectively, the "Parties")

**INTRODUCTION**

**1. WHEREAS:**

- a) The Parties, Summer Village of Birch Cove, Summer Village of Nakamun Park, Summer Village of Ross Haven, Summer Village of Sandy Beach, Summer Village of Silver Sands, Summer Village of South View, Summer Village of Sunrise Beach, Summer Village of Val Quentin, Summer Village of West Cove, and Alberta Beach are local authorities situated within the Province of Alberta;
- b) Each of the Parties have appointed a Director of Emergency Management ( `DEM` ) as pursuant to the provisions set out in *The Emergency Management Act R.S.A. 2000*, c E-6.8 Section 11.2(2);
- c) The Parties recognize that many of the local resources controlled by each of the parties could be required by more than one (1) municipality in order to cope with a Disaster or Emergency that impacts one (1) or more of the Parties;

- d) The Parties have agreed to adopt a Regional Emergency Management Plan and to develop a Regional Framework for Emergency Management within the Region;
- e) Pursuant to S. 11.3(1)(b) of the Act, if authorized by Ministerial Order, a local authority may delegate its powers and duties under the Act to a joint committee representing two (2) or more local authorities that is composed of one or more members appointed by each of the local authorities; and
- f) The Minister responsible for the Act issued a Ministerial Order to authorize the Parties to establish a Regional Emergency Advisory Committee empowered to declare a "Local or Regional State of Emergency".

NOW THEREFORE the parties hereto agree as follows:

### DEFINITIONS

- 2. For the purpose of this Agreement, the following words and terms shall have the following meanings:
  - a. **Act** means The Emergency Management Act of Alberta, Chapter E-6.8, Revised Statutes of Alberta 2000, c. E-6-8;
  - b. **Director of Emergency Management** (DEM) means an individual appointed by resolution of Council, or the CAO or their designate;
  - c. **Disaster** means an event that results in serious harm to the safety, health or welfare of people, the environment or in widespread damage to property;
  - d. **Emergency** means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health, or welfare of people, or to limit damage to property and the environment;
  - e. **Emergency Social Services** (ESS) means services including but not limited to Registration and Inquiry, Emergency Food Services, Emergency Lodging, Emergency Clothing and Emergency Personal Services;
  - f. **Local Authority** means, where a municipality has a Council within the meaning of the *Municipal Government Act*, RSA 2000 c.M-26;
  - g. **Minister** means the Minister charged with administration of the *Act*;

- h. ***Parties*** means the **Municipalities of the Ste. Anne Region, as set out in 1(a)**;
- i. ***Partnership*** means the Ste. Anne Regional Emergency Management Partnership, as defined in this Agreement;
- j. ***Regional Emergency Coordination Centre*** (RECC) means the location that functions as a point of coordination, addressing the needs of the Ste. Anne Summer Villages as a whole, exercising the authority of local officials, as well as anticipating and supporting the needs of one or more incident sites;
- k. ***Regional Director of Emergency Management*** means an individual appointed by the Regional Emergency Advisory Committee to serve as the representative for the Regional Emergency Management Agency;
- l. ***Regional Emergency Management Advisory Committee*** means a regional committee comprised of one member of Council, or alternate elected official, from each of the partnering municipalities of the Ste. Anne Summer Villages Regional Emergency Management Partnership, as established by this Agreement and the by-laws of the respective municipal Councils of the Parties hereto;
- m. ***Regional Emergency Management Agency*** (REMA) means a regional agency comprised of one voting member from each of the designated representatives for the Ste. Anne Summer Villages. The voting member shall be comprised of one of the following:
  - (a) a Director of Emergency Management from each partner municipality; or
  - (b) a Deputy Director of Emergency Management; or
  - (c) a Chief Administration Officer
- n. ***Regional Emergency Management Plan*** (REMP) means the Regional Emergency Management Plan prepared by the Ste. Anne Summer Villages Regional Emergency Management Agency to co-ordinate the response to an emergency or disaster; the training program to ensure stakeholders are equipped to manage an incident/event of scale and the governance/administrative functions that empower stakeholders to take whatever measures necessary to protect lives, property and environment;
- o. ***Regional Framework for Emergency Management*** means the municipalities participating in this Agreement supporting and assisting each other when requested and when able to provide that support and assistance in the event of a major emergency or disaster;
- p. ***Ste. Anne Regional Emergency Management Partnership*** is a partnership comprising the municipalities as set out in Section 1(a) who have entered into a joint agreement for the purpose of organizing integrated emergency planning, training, assistance and emergency operations programs.

### REGIONAL EMERGENCY MANAGEMENT

3. The Ste. Anne Regional Emergency Management Partnership will provide a comprehensive

emergency management planning, preparedness and response service to its members, including the establishment and operation of the Emergency Management Advisory and Agency Committees, work plans, budgets, scheduling of mandated training and exercises, resource and stakeholder consultation, and post-response coordination and support as required.

4. The Partnership will operate as a joint partnership as authorized by ministerial order. The authorities and obligations of the Ste. Anne Regional Emergency Management Partnership and the members will be established by bylaw to be approved by each of the member councils.
5. The municipal councils of each of the Parties to this Agreement have passed a bylaw to establish the Regional Emergency Management Framework, including the Regional Emergency Management Advisory Committee (the "Advisory") and the Regional Emergency Management Agency (the "Agency") and delegated certain powers and duties under the Act to the Advisory and Agency, subject to the issuance of a Ministerial Order pursuant to 11.3(1)(b) of the Act.
6. The Regional Emergency Advisory Committee shall consist of municipal councillors appointed by each of the Parties, as established and authorized by bylaw, and will serve as the decision making body and oversight committee of the partnership to address, generally:
  - a. The establishment of the organizational framework of the partnership;
  - b. The review and approval of the work plan and budget;
  - c. The approval of policies, procedures and recommendations for establishing and implementing best practices in emergency response;
  - d. When necessary, as provided for by bylaw, acting on behalf of member partners during the emergency management process;
7. The Regional Emergency Management Agency shall be the working group of the partnership constituted of designated administrative agents from member municipalities, including Directors of Emergency Management, Deputy Directors of Emergency Management, and/or Chief Administrative Officers or their designate. The Agency shall be responsible for keeping the Regional Emergency Management Plan current and operationally sound. The Regional Emergency Management Agency will include, but not be limited to, the following scope of work within the Partnership:
  - a) make recommendations to the Regional Emergency Advisory Committee on organizational, planning, integration and execution of statutory obligations, budgetary, preparatory, and emergency response initiatives;
  - b) work collaboratively with partnership communities, Alberta Emergency Management Agency and other government departments or agencies, as necessary to develop, implement, and maintain all emergency plans and programs for the Region;
  - c) engage and support regional stakeholders to promote comprehensive preparation and response planning and execution;

- d) facilitate any required training and exercises of the Regional Emergency Management Plan, including coordination, participation in, and records management, and post-activity review and recommendation of revisions to the Plan(s) as may be deemed appropriate;
  - e) liaise and network with internal, external, and peer stakeholder associations to share resources and information, and advocate best practices or regulatory amendments to make the program more effective.
8. It is recognized that the Regional Emergency Management Agency or parts of the Agency may be called upon from time to time to provide emergency response or services in areas outside of the Region. The Regional Agency will assess the current situation and a response to those incidents will reflect the conditions of the Emergency Mutual Aid Agreement.
  9. Parties shall not be required to provide anything other than municipally owned equipment, employees and volunteers normally used by the Parties when responding to a regional emergency or assisting in a Regional Emergency Coordination Centre.
  10. The Parties will at all times comply with the requirements of all applicable Federal, Provincial and Municipal legislation.
  11. Each of the Parties agree to share emergency management related information.
  12. Each of the Parties will agree to implement the concepts and principles of the adopted Incident Management System.
  13. This Agreement does not in any way amend or replace the duties, rights or obligations of any individual Party's agreements that may already be in existence or shall come into existence in the future between any of the Parties, as a whole or otherwise, with respect to the provision of emergency services.
  14. No member of Regional Emergency Management Partnership shall be permitted to withdraw from this Agreement during a disaster or a declared state of local or regional emergency.

#### SHARED COST OF REGIONAL COLLABORATION

15. The Ste. Anne Summer Villages Regional Emergency Advisory Committee shall adopt an annual operating budget to cover the costs and funding of the Regional Emergency Management program. There shall be process established, by bylaw, to regulate the development and member engagement on the annual budget. The general considerations of the annual operating budget are presented in Schedule "A," attached, for reference.
16. All Parties agree that funding for the Ste. Anne Summer Villages Regional Emergency Management Program should be a shared responsibility. The members shall be responsible for the funding of the approved budget as established in the bylaw.
17. All Parties agree that there may be discretionary aspects of emergency management planning, mitigation, response, and reporting that are not prioritized, adopted by, or

budgeted for, by the Partnership and which therefore shall be retained entirely at the local level. Recommendations on these discretionary best practices, planning, and local operations are subject to local council consideration and funding of same.

18. The Ste. Anne Summer Villages Regional Emergency Advisory Committee shall maintain a schedule of charges and fees to be used when charging for an emergency response, and this schedule shall form part of the bylaw approved by the members.
19. The costs incurred by any Party to this Agreement in responding to a State of Local Emergency in another municipality shall be the sole responsibility of the affected Party or Parties in which the emergency or disaster occurs.
20. The budget, costs, fees, and requisitions shall be binding on all member Municipalities that are party to this Agreement. Members will be requisitioned once a year for their contribution to the Ste. Anne Summer Villages Regional Emergency Management Partnership, and any costs shall be due in accordance with a policy established and maintained by the Regional Emergency Advisory Committee.

#### INSURANCE & INDEMNITY

21. No action lies against the Party with jurisdiction or any responding Party or a person acting under that Party's direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under the *Emergency Management Act* or the regulations during a State of Local Emergency.
22. All costs and expenses associated with responding to an incident shall be the responsibility of the Party or Parties where the incident occurs.
23. During the term of this Agreement, the Parties shall each, at their own respective cost and expense, maintain in full force and effect General Liability Insurance in an amount not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the Parties and reasonably obtainable by both. Notwithstanding the foregoing, it is agreed that the aforementioned policy limits do not define or limit a Party's liability to indemnify the other Party under this Section.
24. Each Party agrees to forward a copy of this Agreement to their municipal insurer and to be responsible for the costs of any increase in insurance premiums which may result.

#### TERM AND TERMINATION

25. Any Party may withdraw their membership from Ste. Anne Summer Villages Regional Partnership and this Agreement, by providing all other Parties hereto with twelve (12) months advance written notice. The withdrawal of any party from this Agreement shall in no way impact the remaining Parties hereto, and this Agreement shall continue in full force and effect as between the remaining Parties and any investment in joint assets shall remain with the partnership.
26. Any party may have their membership revoked and be removed, by resolution, from the

Ste. Anne Summer Villages Regional Partnership, if determined by the Ste. Anne Summer Villages Regional Advisory Committee that the membership requirements, including funding, are not being met. The removal of any party from this Agreement shall in no way impact the remaining Parties hereto, and this Agreement shall continue in full force and effect as between the remaining Parties and any investment in joint assets shall remain with the partnership.

- 27. This Agreement shall come into force when it has been signed by all the Parties hereto, and the Ministerial Order referred to herein has been issued and has come into effect. The term of this Agreement shall be for a period of ten (10) years thereafter, or until such time as the Parties mutually agree otherwise (the "Term").
- 28. Twelve (12) months prior to the expiration of the Term of this Agreement the parties shall initiate the process to automatically renew this agreement for successive periods of ten (10) years and all of the Terms of this Agreement shall remain in force.

**GOVERNING LAW**

- 29. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. The Parties hereby agree to the exclusive jurisdiction of the Courts of the Province of Alberta, and all courts competent to hear appeals therefrom, to hear any matter or thing relating to or arising from this Agreement.

**SEVERABILITY**

- 30. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless, as a result of such determination, this Agreement would fail in its essential purpose.

**NON-ASSIGNMENT**

- 31. No Party may assign its rights under this Agreement without the prior written consent of all of the other Parties hereto.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON BEHALF OF THE PARTICIPATING PARTIES, BY THE HANDS OF THEIR OFFICERS DULY AUTHORIZED IN THAT BEHALF AND UNDER EACH MUNICIPAL SEAL AFFIXED:

**Summer Village of Birch Cove**

**Summer Village Nakamun Park:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

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

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

**Summer Village of Ross Haven:**

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Mayor

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Chief Administrative Officer

**Summer Village of Sandy Beach:**

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Mayor

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Chief Administrative Officer

**Summer Village of Silver Sands:**

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Mayor

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Chief Administrative Officer

**Summer Village of South View:**

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Mayor

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Chief Administrative Officer

**Summer Village of Sunrise Beach:**

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Mayor

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Chief Administrative Officer

**Summer Village of Val Quentin:**

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Mayor

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Chief Administrative Officer

**Summer Village of West Cove:**

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Mayor

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Chief Administrative Officer

**Alberta Beach:**

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Mayor

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Chief Administrative Officer



## **SCHEDULE "A"**

### **PARTNERSHIP SCOPE OF ANNUAL OPERATING BUDGET STE. ANNE SUMMER VILLAGES REGIONAL EMERGENCY MANAGEMENT**

#### **Matters Within the Scope of the Annual Budget:**

1. Administration And Governance (Advisory Committee):
  - a. Board Meetings
  - b. Board Honorariums, Fees, and Expenses
  - c. Administration Costs and Salaries/Contracts (Executive Director and Finance Officer)
  - d. Records Management and Retention Costs
  - e. Financial Costs, Banking Costs, Accounts Payable and Receivable
  - f. Office Equipment, Licences, And Rentals
  - g. Communications (i.e. Telephone, Internet, Email and Domain Registrations, All-Net, Paper Communications, Advertisements)
  - h. Reserve Policy and Savings
  
2. Ste. Anne summer villages regional emergency management agency
  - a. Agency Meetings, Fees, Rentals and Expenses
  - b. Regional Director or Emergency Management and Deputy Director Of Emergency Management Salaries/Contracts
  - c. Regional Plan Review, Preparations and Distribution Preparation and Distribution
  - d. Staff And Consultants, Special Projects, And Reviews
  - e. Annual Audits
  
3. Preparedness
  - a. Training/Courses
  - b. Tabletops
  - c. Exercises
  - d. Review And Updating of The Emergency Response Totes/Kits
  
4. Hazard assessment
  - a. Conducting Assessments
  - b. Local Plan Reviews, Preparations and Distribution
  
5. Equipment/asset rentals or purchases
  - a. Sandbags, Pumps and Hoses
  - b. Signs, Barricades and Demarcation
  - c. Vehicles, Trailers, Transportation, Watercraft
  - d. PPE And Uniforms/Workwear
  - e. Radios And Communication
  - f. Amortization

#### **Matters Outside the Scope of the Annual Operating Budget**

6. Emergency Operations and Logistics, Regional or Local Response Costs
7. Municipal (Local) Emergency Coordination Centre Creation, Activation, Maintenance, Or

Operation

8. Local Authority Mitigation of Hazards
9. Recovery