

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

**This agreement made on December 11, 2019**

**BETWEEN:**

**Summer Village of South View**  
- and -  
**Summer Village of Silver Sands**  
- and -  
**Summer Village of Nakamun Park**  
- and -  
**Summer Village of Yellowstone**  
- and -  
**Summer Village of Ross Haven**  
- and -  
**Summer Village of West Cove**  
- and -  
**Summer Village of Sunrise Beach**  
- and -  
**Summer Village of Sunset Point**  
- and -  
**Summer Village of Val Quentin**  
- and -  
**Summer Village of Sandy Beach**  
- and -  
**Summer Village of Birch Cove**

(collectively, the "Parties")

**INTRODUCTION**

**1. WHEREAS:**

- a) The Parties, Summer Village of South View, Summer Village of Silver Sands, Summer Village of Nakamun Park, Summer Village of Yellowstone, Summer Village of Ross Haven, Summer Village of West Cove, Summer Village of Sunrise Beach, Summer Village of Sunset Point, Summer Village of Val Quentin, Summer Village of Sandy Beach and Summer Village of Birch Cove 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;

- 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. **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;
- j. **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;
- k. **Regional Emergency 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;
- l. **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 from each partner Summer Village; or
  - (b) a Deputy Director of Emergency Management; or
  - (c) a Chief Administration Officer
- m. **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;
- n. **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;
- o. **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 Regional Emergency Advisory Committee shall consist of municipal Councillors appointed by each of the Parties, with each municipality appointing one (1) member, each of whom shall have one (1) vote regarding any matter coming before the Committee. Each party shall also appoint at least one (1) alternate Council member to the Committee to attend and vote when the serving member is unable to do so. Members will be appointed on an annual basis.
  - a. The Regional Emergency Advisory Committee will assign, based on a recommendation from the Regional Emergency Management Agency, a Regional Director of Emergency Management to serve as the representative of the Regional Emergency Management Agency.
4. 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.
5. The municipal councils of each of the Parties to this Agreement have passed a bylaw to establish the Regional Emergency Management Agency (the “Agency”) and delegated certain powers and duties under the Act to the Agency, subject to the issuance of a Ministerial Order pursuant to 11.3(1)(b) of the Act.
6. The Regional Emergency Management Agency is responsible for keeping the Regional Emergency Management Plan current and operationally sound. The Regional Emergency Management Agency will:
  - a) recommend to the Regional Emergency Advisory Committee, a person to serve as the Regional Director of Emergency Management.
  - 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 relevant stakeholders, such as business and industry, government agencies, and regulatory bodies to ensure emergency plans are aligned and integrate with stakeholder plans;
  - d) support the coordination of training and exercises on the Regional Emergency Management Plan;
  - e) ensure regional training and exercise documentation and records are maintained;
  - f) plan, execute and review exercises to validate the Regional Emergency Management Plan;
  - g) review the impact of incidents on the program;
  - h) publish information, as necessary, on the Regional Emergency Management Plan with:
    - i. municipal departments; and
    - ii. industrial and municipal neighbours.
  - i) liaise with external agencies and surrounding municipalities who have a role in emergency response at regional facilities; and
  - j) ensure the Regional Partnership has appropriate resources and equipment available.

7. 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.
8. 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.
9. The Parties will at all times comply with the requirements of all applicable Federal, Provincial and Municipal legislation.
10. Each of the Parties agree to share emergency management related information.
11. Each of the Parties will agree to implement the concepts and principles of the adopted Incident Management System.
12. This Agreement does not in any way amend or replace those 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.

### SHARED COST OF REGIONAL COLLABORATION

13. The Ste. Anne Summer Villages Regional Emergency Advisory Committee shall adopt an annual operating budget to cover the costs and funding of Regional Emergency Management program as per the scope outlined in the attached Schedule "A". The Parties to this Agreement agree to fund the Regional Emergency Management Partnership emergency program in accordance with the attached Schedule "A".
14. 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.

### INSURANCE & INDEMNITY

15. No action lies against the Party with jurisdiction or any responding Party or a person acting under that Parties 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.
16. All costs and expenses associated with responding to an incident shall be the responsibility of the Party or Parties where the incident occurs.
17. 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.
18. 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

19. 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.
20. 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.

21. 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").
22. 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

23. 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

24. 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

25. 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 South View**

\_\_\_\_\_  
Mayor

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

**Summer Village Silver Sands:**

\_\_\_\_\_  
Mayor

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

**Summer Village of Nakamun Park:**

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Mayor

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

**Summer Village of Yellowstone:**

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Mayor

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Chief Administrative Officer

**Summer Village of Ross Haven:**

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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

**Summer Village of Sunrise Beach:**

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Mayor

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Chief Administrative Officer

**Summer Village of Sunset Point:**

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Mayor

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



**Summer Village of Val Quentin:**

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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 Birch Cove:**

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Mayor

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Chief Administrative Officer

## Schedule "A"

### Scope of Operational Costs and Funding for the Ste. Anne Summer Villages Regional Emergency Management Partnership

#### **SCOPE OF ANNUAL OPERATING BUDGET**

1. STE. ANNE SUMMER VILLAGES REGIONAL EMERGENCY MANAGEMENT AGENCY
  - a. Agency Meetings
  - b. Plan preparation and distribution
  - c. Hiring temporary staff, consultants and other workers
2. PREPAREDNESS
  - a. Training/Courses
  - b. Tabletops
  - c. Exercises
3. HAZARD ASSESSMENT
  - a. Conducting assessment
4. Regional Emergency Management Coordination Function

#### **MATTERS OUTSIDE THE SCOPE OF THE ANNUAL OPERATING BUDGET**

5. Emergency Operations and Logistics
6. MECC creation and maintenance
7. Mitigation of Hazards
8. Recovery

#### **ANNUAL BUDGET**

9. All Parties agree that funding for the Ste. Anne Summer Villages Regional Emergency Management Program should be a shared responsibility. The funding formula will be developed/adopted by the Regional Emergency Advisory Committee and forwarded to each member Council for approval.
10. Once approved, the formula will only go forward to each Council again if there are amendments.

## **PROCESS FOR DETERMINING ANNUAL BUDGET**

11. Budget process will be as follows:
  - a. The Ste. Anne Summer Villages Regional Emergency Management Program budget will be drafted by September for the following budget year.
  - b. Any requests to change the next fiscal's year's budget must be submitted within time period requested by the Regional Emergency Advisory Committee. Request to change the budget will be handled as follows:
    - i. The request will be sent to the Chair of the Ste. Anne Summer Villages Regional Emergency Management Agency.
    - ii. The Ste. Anne Summer Villages Regional Emergency Management Agency will review the request and make recommendations.
    - iii. Recommendations will be submitted, as requested, to the Ste. Anne Summer Villages Regional Emergency Advisory Committee.
    - iv. The Ste. Anne Summer Villages Regional Emergency Management Program budget will be approved by the Ste. Anne Summer Villages Regional Emergency Advisory Committee.
    - v. Recommendations from the Ste. Anne Summer Villages Regional Emergency Advisory Committee will be submitted to the municipalities so that they are received in time for the municipal budget process.
12. Once the process for determining the budget is complete and has been approved by the Ste. Anne Summer Villages Regional Emergency Advisory Committee and the Parties to this Agreement, the budget shall be binding on all member Municipalities that are party to this Agreement.
13. Members will be requisitioned once a year, by March 31, for their contribution to the Ste. Anne Summer Villages Regional Emergency Management Program.