

A BYLAW OF THE SUMMER VILLAGE OF NAKAMUN PARK IN THE PROVINCE OF ALBERTA TO ESTABLISH THE FOLLOWING: A REGIONAL EMERGENCY ADVISORY COMMITTEE AND A REGIONAL EMERGENCY MANAGEMENT AGENCY TO PROVIDE FOR EMERGENCY MANAGEMENT FOR THE SUMMER VILLAGE OF NAKAMUN PARK AND SUMMER VILLAGES THAT ARE PARTNER OF THIS BYLAW.

WHEREAS the Council of the Summer Village of Nakamun Park is responsible for the direction and control of its emergency response and is required, under the *Emergency Management Act, Revised Statutes of Alberta 2000, Chapter E-6.8*, (hereinafter referred to as the "Act") to appoint an Emergency Advisory Committee and to establish and maintain an Emergency Management Agency;

AND WHEREAS it is recognized that an emergency or disaster of a jurisdictional or multi-jurisdictional nature could affect any or all of the Summer Villages that are partner of this Bylaw to such a degree that local resources would be inadequate to cope with the situation;

AND WHEREAS the Ste. Anne Summer Villages Councils wish to enter into a regional emergency management partnership with each other for the purpose of integrated emergency management planning and operations;

NOW THEREFORE, the Councils of the Ste. Anne Summer Villages, in the province of Alberta, duly assembled enacts as follows:

- 1) This Bylaw may be cited as the Ste. Anne Summer Villages Regional Emergency Management Bylaw.
- 2) In this Bylaw:
 - a. "Act" means the *Emergency Management Act, Revised Statutes of Alberta 2000, Chapter E-6.8*.
 - b. "Councils" means the Council of all partner Ste. Anne Summer Villages.
 - c. "Municipality" means Nakamun Park as referenced in this Bylaw.
 - d. "Municipalities" means Summer Villages as referenced in this Bylaw.
 - e. "Commissioner" means the Chief Administrative Officer or designate, of each Ste. Anne Summer Village.
 - f. "Disaster" means an event that may result in serious harm to the safety, health or welfare of people or widespread damage to property.

- g. "Director of Emergency Management" means an individual appointed by resolution of Council responsible for the preparation and coordination of emergency plans and programs for the Municipality.
- h. "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 minimize damage to property.
- i. "Regional Director of Emergency Management" means the person appointed by the Regional Emergency Management Advisory Committee with the responsibility for program administration, mitigation, preparedness, response and recovery of emergencies within the geographical boundaries of the partners of this bylaw.
- j. "Ste. Anne Summer Villages" refers to the following municipalities:
 - i. Summer Village of South View
 - ii. Summer Village of Silver Sands
 - iii. Summer Village of Nakamun Park
 - iv. Summer Village of Yellowstone
 - v. Summer Village of Ross Haven
 - vi. Summer Village of West Cove
 - vii. Summer Village of Sunrise Beach
 - viii. Summer Village of Sunset Point
 - ix. Summer Village of Val Quentin
 - x. Summer Village of Sandy Beach
 - xi. Summer Village of Birch Cove
- k. "Ste. Anne Summer Villages Regional Emergency Advisory Committee" means the committee established under this Bylaw and comprised of a member of Council, or designate, from each of the partnering municipalities of the Ste. Anne Summer Villages Regional Emergency Management Partnership.
- l. "Ste. Anne Summer Villages Regional Emergency Management Agency" means the agency established under this Bylaw and comprised of the Directors of Emergency Management, or designate, from each of the partnering municipalities of the Ste. Anne Summer Villages Regional Emergency Management Partnership.
- m. "Ste. Anne Summer Villages Regional Emergency Management Partnership" means those municipalities who have entered into a joint agreement for the purpose of organizing integrated emergency planning, training, assistance and emergency operations programs as outlined in the Ste. Anne Villages Regional Emergency Management Partnership Agreement.
- n. "Ste. Anne Summer Villages Regional Emergency Management Plan" means the integrated emergency management plan prepared by the Ste. Anne Summer Villages Regional Emergency Management Agency to coordinate response to an emergency or

disaster within the combined geographic boundaries of the Summer Villages that are partner of this Bylaw.

- o. "Minister" means the Minister responsible for the Emergency Management Act.
- 3) There is hereby established a Ste. Anne Summer Villages Regional Emergency Advisory Committee to advise the Council of the Summer Village of Nakamun Park on the development of emergency plans and programs.
- 4) There is hereby established a Ste. Anne Summer Villages Regional Emergency Management Agency to act as the agent of the Council of the Summer Village of Nakamun Park to carry out its statutory powers and obligations under the Act.
- 5) The Council of the Summer Village of Nakamun Park shall:
 - a. by resolution, appoint one (1) of its members to serve on the Ste. Anne Summer Village Regional Emergency Advisory Committee;
 - b. provide for the payment of expenses of the Summer Village of Nakamun Park member in the Ste. Anne Summer Village Regional Emergency Advisory Committee;
 - c. advise the Ste. Anne Summer Villages Regional Emergency Advisory Committee, of the appointed Director of Emergency Management for the Summer Village of Nakamun Park;
 - d. ensure that emergency plans and programs are prepared to address potential emergencies or disasters within the geographical regions of the partners of this Bylaw;
 - e. endorse Ste. Anne Summer Village's emergency plans and programs, that are approved by the Ste. Anne Summer Village Regional Emergency Advisory Committee; and
 - f. review the status of the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs at least once each year.
- 6) Each partner Summer Village Council may:
 - a. by Bylaw borrow, levy, expropriate and expend, without the consent of the electors, the required sums (as determined by the Ste. Anne Summer Villages Regional Emergency Management Agency) for the operation of the Ste. Anne Summer Villages Regional Emergency Management Agency; and approved by the Ste. Anne Summer Villages Regional Emergency Advisory Committee; and
 - b. enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of

emergency plans or programs, including mutual aid plans and programs.

7) The Ste. Anne Summer Villages Regional Emergency Advisory Committee shall:

- a. at the first meeting of the year, elect from the membership, a Chairperson and Vice-Chairperson
- b. establish a quorum of a minimum of 9 voting members and a majority vote for all decisions
- c. schedule a minimum of one meeting per year or more frequently at the call of the Chairperson or a majority of the committee members.
- d. review the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs on a regular basis.
- e. advise each partner Summer Village Council on the status of the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs at least once each year.
- f. provide guidance and direction to the Regional Emergency Management Agency.
- g. review and approve the work plan and budget submitted by the Regional Emergency Management Agency; the work plan and budget shall then be forwarded to each municipality for approval.
- h. Adopt the command, control and coordination system prescribed by the Managing Director of the Alberta Emergency Management Agency.
- i. adopt policies as required for the effective and efficient operation of the Regional Emergency Management Agency.
- j. provide input for hazard identification risk assessments as required

8) The Ste. Anne Summer Villages Regional Emergency Management Agency shall be comprised of one or more of the following as designated by the partnership for representation:

- a. a Director of Emergency from each partner Summer Village; or
- b. a Deputy Director of Emergency Management; or
- c. a Chief Administration Officer

9) In addition, the following public and private organizations, that may assist in the preparation or implementation of the Ste. Anne Summer Villages Regional Emergency Management Plan, may be invited to provide representative(s) to the Ste. Anne Summer Villages Regional Emergency Management Agency:

- a. the Fire Chief, or designate;
- b. the Summer Village's Communications Officer (Information Officer), or designate;
- c. the Summer Village's Operations Department Manager, or designate;
- d. the Summer Village's Planning and Development Manager, or designate;
- e. representative(s) from law enforcement;
- f. the School Division Superintendent, or designate;
- g. representative(s) from Alberta Health Services;
- h. representative(s) from adjacent municipalities which have entered into mutual aid agreements with the Municipality;
- i. representative(s) from local industry or industrial associations;
- j. representative(s) from Alberta Municipal Affairs, Alberta Emergency Management Agency; and
- k. any other agency or organization that, in the opinion of the Ste. Anne Summer Villages Regional Emergency Management Agency may provide assistance.

10) The Ste. Anne Summer Villages Regional Emergency Management Agency shall:

- a. act on behalf of the partnership to carry out its statutory powers and obligations under Section 11.2(2) and Section 24(1) of the Emergency Management Act and the Local Authority Emergency Management Regulation; this does not include the authority to declare, renew or terminate the State of Local Emergency;
- b. assist in the preparation and coordination of the Ste. Anne Summer Villages Regional Emergency Management Plan and prepare and coordinate related plans and programs for the Partnership;
- c. report on their work plan activity status to the Regional Emergency Advisory Committee at a minimum of once per year, including an update on the review of the Regional Emergency Management Plan;
- d. ensure that a Regional Director of Emergency Management is designated under the Ste. Anne Summer Villages Regional Emergency Management Plan to so act, on behalf of the Ste. Anne Summer Villages Regional Emergency Management Agency;
- e. implement the concepts and principles of the Incident Command System

- f. coordinate all emergency services and other resources used in an emergency; and/or
 - g. ensure that someone is designated to discharge the responsibilities specified in paragraphs (a), (b), and (c).
- 11) The Summer Village of Nakamun Park's power to declare, terminate or renew a state of local emergency under the Act, the powers specified in Section 13 of this Bylaw, and the requirements specified in Section 16 of this Bylaw, are hereby delegated to the Ste. Anne Summer Villages Regional Emergency Advisory Committee. The Ste. Anne Summer Villages Regional Emergency Advisory Committee (minimum two representatives) may, at any time when it is satisfied that an emergency exists or may exist (as defined within the Terms of Reference and the Ste. Anne Summer Villages Regional Emergency Management Plan), by resolution, make a declaration of a state of local emergency within the geographic boundaries of one or more of the partners in this Bylaw.
- 12) When a state of local emergency is declared, the person or persons making the declaration shall:
- a. ensure that the declaration identifies the nature of the emergency and the area of the Ste. Anne Summer Villages in which it exists;
 - b. cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the area affected; and
 - c. forward a copy of the declaration to the Minister forthwith.
- 13) Subject to Section 14, when a state of local emergency is declared, the person or persons making the declaration may:
- a. cause the Ste. Anne Summer Villages Regional Emergency Management Plan or any related plans or programs to be put into operation;
 - b. acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster;
 - c. authorize or require any qualified person to render aid of a type the person is qualified to provide;
 - d. recommend control or prohibition of travel to or from any area within the Municipality;
 - e. authorize for the restoration of essential facilities and the distribution of essential supplies and provision, maintenance and coordination of emergency medical, welfare and other essential services in any part of the Municipality;

- f. authorize the evacuation of persons and the removal of livestock and personal property from any area of the Municipality that is or may be affected by a disaster and make arrangements for the adequate care and protection of those persons or livestock and of the personal property;
 - g. authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program;
 - h. authorize the demolition or removal of any trees, structures or crops if the demolition or removal is necessary or appropriate in order to reach the scene of a disaster, or to attempt to forestall its occurrence or to combat its progress;
 - i. authorize the procurement or fixing of prices for food, clothing, fuel, equipment, medical supplies, or other essential supplies and the use of any property, services, resources or equipment within Ste. Anne Summer Villages for the duration of the state of local emergency;
 - j. authorize the conscription of persons needed to support an emergency; and
 - k. authorize any persons at any time to exercise in the operation of the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans or programs, any power specified in Paragraphs (b) through (j) in relation to any part of the municipality affected by a declaration of a state of local emergency.
- 14) When, in the opinion of the person or persons declaring the state of local emergency, an emergency no longer exists in relation to which the declaration was made, they shall, by resolution, terminate the declaration.
- 15) A declaration of a state of local emergency is considered terminated and ceases to be of any force or effect when:
- a. a resolution is passed by the Ste. Anne Summer Villages Regional Emergency Advisory Committee;
 - b. a period of seven days has lapsed since it was declared, unless it is renewed by resolution;
 - c. the Lieutenant Governor in Council makes an order for a state of emergency under the Act, relating to the same area; or
 - d. the Minister cancels the state of local emergency.
- 16) When a declaration of a state of local emergency has been terminated, the person or persons who made the declaration shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the population of the area

affected.

- 17) No action lies against the Municipality or a person acting under the Municipality's direction or authorization for anything done or omitted to be done in good faith while carrying out a power under the Emergency Management Act or the regulations during a state of local emergency.
- 18) That the Ste. Anne Summer Villages Regional Emergency Management Partnership Agreement (2019 revised), attached as Schedule A and forming part of this bylaw, is hereby approved and execution of the agreement is authorized.
- 19) That this bylaw rescinds Bylaw 2017-6.
- 20) That this bylaw shall come into force and have effect on the date of the third and final reading and signing thereof.

Read a first time on this 6th day of December 2019

Read a second time on this 6th day of December 2019.

Unanimous Consent to proceed to third reading on this 6th day of December 2019.

Read a third and final time on this 6th day of December 2019.

Signed this 6th day of December 2019



Mayor, Marge Hanssen



Chief Administrative Officer, Dwight Moskalyk

SUMMER VILLAGE OF NAKAMUN PARK

Bylaw 2019-7

Schedule A

Ste. Anne Summer Villages Regional Emergency
Management Partnership Agreement (2019)

**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:

Mayor

Chief Administrative Officer

Summer Village of Yellowstone:

Mayor

Chief Administrative Officer

Summer Village of Ross Haven:

Mayor

Chief Administrative Officer

Summer Village of West Cove:

Mayor

Chief Administrative Officer

Summer Village of Sunrise Beach:

Mayor

Chief Administrative Officer

Summer Village of Sunset Point:

Mayor

Chief Administrative Officer

Summer Village of Val Quentin:

Mayor

Chief Administrative Officer

Summer Village of Sandy Beach:

Mayor

Chief Administrative Officer

Summer Village of Birch Cove:

Mayor

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.