

A BYLAW OF THE SUMMER VILLAGE OF NAKAMUN PARK IN THE PROVINCE OF ALBERTA TO ESTABLISH AND AUTHORIZE A REGIONAL EMERGENCY ADVISORY COMMITTEE AND A REGIONAL EMERGENCY MANAGEMENT AGENCY TO PROVIDE FOR EMERGENCY MANAGEMENT FOR THE SUMMER VILLAGE OF NAKAMUN PARK THROUGH JOINT PARTNERSHIP WITH OTHER MEMBER MUNICIPALITIES

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 municipalities that are partner of this Bylaw to such a degree that local resources would be inadequate to cope with the situation;

AND WHEREAS several regional municipal partners have jointly expressed interest in coordinating the planning, integration, operating, and delivery of their respective emergency management services through a joint partnership, and ministerial authorization to allow for same has been granted under ministerial order MO A:017/20;

AND WHEREAS this joint partnership has been formed as the Ste. Anne Summer Villages Regional Emergency Management Partnership and is intended to operate as a partnership of member municipalities directed and managed independently through an external committee of council, authorised and subscribed to by each member and represented by each partner council and municipality as herein established;

AND WHEREAS the member councils of this partnership acknowledge the need for a certain degree of operational autonomy for this committee to fulfill its mandate efficiently and are therefore desirous of establishing both a framework for emergency management protocols and regulations for the governance, operational, and authorisations vested in the partnership by the member councils;

AND WHEREAS the member councils of this partnership have collectively determined that the appropriate framework for vesting the partnership with the required and recommended authorities to do so in part by Bylaw, in part by Agreement, and in part through Terms of Reference for the required Advisory and Management Agency committees;

NOW THEREFORE, the Council for the Summer Village of Nakamun Park, being agreeable to a partnership with the other municipal partners named in this bylaw, 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. "AEMA Field Officers"- the role of Field Officers is to assist municipalities to mitigate, prepare for, respond to, and recover from large emergencies and disasters by: facilitating Disaster Recovery Program and Municipal Wildfire Assistance Program applications; assisting in developing/reviewing Community Emergency Management Plans and Programs; assisting in exercises; providing support during disasters and emergencies; acting as a liaison between the Province and communities; delivering training programs in region; facilitating training on grants and regional emergency management partnerships.
 - c. "Councils" means the Council of all partner Ste. Anne Summer Villages.
 - d. "Deputy Director of Emergency Management" means an individual appointed by resolution of Council responsible for assisting with the preparation and coordination of emergency plans and programs for the Municipality. The Deputy Director of Emergency Management (DDEM) provides support to, and acts in the absence of, the Director of Emergency Management.
 - e. "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. Abbreviated in reference as DEM.
 - f. "Deputy 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. The Regional Deputy Director of Emergency Management (RDDEM) provides support to, and acts in the absence of, the Regional Director of Emergency Management.
 - g. "Disaster" means an event that may result in serious harm to the safety, health or welfare of people or widespread damage to property.
 - 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. "Minister" means the Minister responsible for the Emergency Management Act.
- j. "Municipality" means Nakamun Park as referenced in this Bylaw.
- k. "Municipalities" means the member partner local authorities as referenced in this Bylaw.
- l. "Partnership" means the "Ste. Anne Summer Villages Regional Emergency Management Partnership," as defined in this bylaw.
- m. "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. Abbreviated in reference as RDEM.
- n. "Ste. Anne Summer Villages" refers to the following municipalities:
 - i. Summer Village of Birch Cove
 - ii. Summer Village of Nakamun Park
 - iii. Summer Village of Ross Haven
 - iv. Summer Village of Sandy Beach
 - v. Summer Village of Silver Sands
 - vi. Summer Village of South View
 - vii. Summer Village of Sunrise Beach
 - viii. Summer Village of Val Quentin
 - ix. Summer Village of West Cove
 - x. Alberta Beach
- o. "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.
- p. "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.
- q. "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.
- r. "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.

- 3) There is hereby established a Ste. Anne Summer Villages Regional Emergency Advisory Committee to act as the authority and decision-making body of the Partnership, including the Council of the Summer Village of Nakamun Park, for the purpose of approving the planning, budgeting, execution, and reporting of those emergency management responsibilities, statutory powers, and obligations assigned under the this Bylaw and in the Act, specifically as referenced in Section 11.1 of the Act.
- 4) There is hereby established a Ste. Anne Summer Villages Regional Emergency Management Agency to act as the agent of the Partnership, including the Council of the Summer Village of Nakamun Park, for the purpose of recommending, planning, budgeting, preparing, and facilitating and executing emergency responses and programs and those statutory powers and obligations assigned under the this Bylaw and in the Act, specifically as referenced in Section 11.2 of the Act.
- 5) The Council of the Summer Village of Nakamun Park **shall:**
 - a. by resolution, appoint one (1) of its elected members of Council to serve on the Ste. Anne Summer Village Regional Emergency Advisory Committee. Alternates may also be appointed but only one voting representative may participate in any given meeting;
 - 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. by resolution, on the recommendation of the Ste. Anne Summer Village Regional Emergency Advisory Committee, approve the appointment of the Regional Director of Emergency Management and the Regional Deputy Director of Emergency Management for the Partnership;
 - d. by resolution appoint a Director of Emergency Management and a Deputy Director of Emergency Management for the Summer Village of Nakamun Park, and authorize same to participate on the Agency Committee;
 - e. By resolution authorize their respective appointed Chief Administrative Officer to participate in the Regional Emergency Management Agency as an alternate to the Local Director of Emergency Management, or Deputy Director of Emergency Management, as may be necessary;
 - f. ensure that emergency plans and programs are prepared to address potential

emergencies or disasters within the geographical regions of the members of the Partnership. This includes a requirement to arrange and maintain access to pre-approved contingency funds in the event of an emergency of not less than \$100,000.00;

- g. endorse the Partnership's emergency plans, programs, and budgets, that are approved by the Ste. Anne Summer Village Regional Emergency Advisory Committee; and
- h. 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 municipal 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. consider, recommend, adopt, and maintain policies and practices as required for the effective and efficient operation of the Regional Emergency Management Agency, subject to the authorities provided in this bylaw;
- b. at the first meeting of the calendar year, hold an Organizational Meeting for the purpose of electing, confirming, designating, or otherwise establishing those authorities related to organizational leadership and management of the Partnership, including more specifically those matters presented in Schedule "A" of this Bylaw;
- c. establish a quorum of a minimum of seven (7) voting partnership members and a majority vote for all decisions, with one vote assigned to each partnership member.
- d. schedule a minimum of three (3) meeting per year, generally one per calendar quarter, or more frequently at the call of the chairperson or a majority of the committee members.
- e. arrange for the procurement of qualified administrative services to support the

operation of the Partnership, with costs for same forming part of the annual budget. This should include the following offices, at a minimum:

- i. Partnership Administrator;
- ii. Finance Director;

The Roles and Responsibilities of each of these officers will be generally as presented in Schedule "B" of this Bylaw. These offices may be filled by the same service provider, or they may be delegated to separate service providers, at the discretion of the Advisory Committee.

- f. review the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs by the end of October annually in preparation for the January audit.
 - g. advise each partner municipal council on the status of the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs by the end of October annually.
 - h. review and approve the workplan and budget submitted by the Regional Emergency Management Agency. These reviews are to be guided by the process outlined in Schedule "C" of this Bylaw.
 - i. The maximum operating budget range authorized to this committee for any given operating year shall be \$50,000.00/year.
 - i. maintain reserve funds to a maximum cumulative total of not more than \$40,000.00, and further may requisition allocations to the reserve account for any given year to a sum not exceeding 10% of the reference year's approved operating budget. Any excess reserve funds realized shall be deducted from the next year's membership dues proportional to how they were received.
 - j. participate in annual Risk Assessments for Hazard Identification.
- 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 municipality; or
 - b. a Deputy Director of Emergency Management from each municipality; or
 - c. in the absence of the Director and Deputy Director, the Chief Administrative Officer is required to fulfill the role.
- 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. Communications Officer/Information Officer or designate
- b. Planning and Development Officer/Operations Department Officer or designate;
- c. Emergency Response Personnel
- d. School Division Superintendent or designate
- e. Alberta Health Services designates
- f. Mutual Aid Partners
- g. representative(s) from local industry and industrial associations
- h. representative(s) from Alberta Municipal Affairs, Alberta Emergency Management Agency
- i. any other Non-Governmental Organization (NGO), agency or organization that, in the opinion of the Partnership, may assist in the preparation or implementation of the Ste. Anne Summer Villages Regional Emergency Management Plan.

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

- a. be an administrative working group for the purpose of recommending, planning, and implementing best practices for emergency management preparedness and response within the Partnership service area.
- b. be comprised of:
 - i. The Regional Director of Emergency Management;
 - ii. The Regional Deputy Director of Emergency Management; and
 - iii. The ranking attendee from each of the partners, respectively being:
 1. The Local Authority Directors of Emergency Management; or
 2. The Local Authority Deputy Director of Emergency Management; or
 3. The Local Authority Chief Administrative Officers, or their designates.
- c. be chaired by the Regional Director of Emergency Management, or their ranking designate.

- d. establish a quorum of a minimum of seven (7) voting members and a majority vote for all decisions where required, whereby:
 - i. each municipal partner holds the power of 1 vote to be assigned first to their appointed Director of Emergency Management, and then respectively to their Deputy Director of Emergency Management, or their Chief Administrative Officer, as may be present during the meetings;
 - ii. in the event that 1 member represents more than one partner, they will have one vote per municipality.
- e. act on behalf of the partnership to carry out the 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 (SOLE) State of Local Emergency.
- f. 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;
- g. report on the Agency workplan activity status to the Regional Advisory Committee at a minimum of once per year, including an update on the review of the Regional Emergency Management plan;
- h. recommend to the Regional Emergency Advisory Committee, a person to serve as the Regional Director of Emergency Management and a person to serve as Deputy Regional Director of Emergency Management and confirm that these appointments are completed annually;
- i. implement the concept and principles of the Incident Command System
- j. coordinate all emergency services and other resources used in an emergency; and/or
- k. ensure that someone is designated to discharge the responsibilities specified in paragraphs (d), (e), (f) and (h).
- l. engage relevant stakeholders, such as business and industry, government agencies, and regulatory bodies to ensure emergency plans are aligned and integrate with stakeholder plans;
- m. support the coordination of training and exercises on the Regional Emergency Management Plan;

- n. ensure regional training and exercise documentation and records are maintained;
- o. plan, execute and review exercises to validate the Regional Emergency Management Plan;
- p. inventory and maintain Partnership assets and make recommendations ensuring the Partnership has appropriate resources and equipment available.
- q. develop and recommend an annual budget and work plan to ensure the obligation of the partnership are supported.

11) Declaring a State of Local Emergency:

- a. The Council of the Summer Village of Nakamun Park has the power to declare, terminate or renew a State of Local Emergency (SOLE) at the local level. 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 Village Regional Emergency Advisory Committee Executive.
- b. In the event that the local level Council is unavailable, the Director of Emergency Management, or the Deputy Director of Emergency Management, for the impacted municipality will refer the decision to declare a State of Local Emergency to the Ste. Anne Summer Village Regional Emergency Advisory Committee, whereupon receipt of same any two duly convened elected representatives serving on the Advisory Committee may, at any time when they are satisfied that an emergency exists or may exist, by resolution, make a declaration of a SOLE within the geographic boundaries of this partnership.

12) Conducting a State of Local Emergency:

- a. When a state of local emergency is declared, the person or persons making the declaration shall:
 - i. ensure that the declaration identifies the nature of the emergency and the area of the Ste. Anne Summer Villages in which it exists;
 - ii. the Information Officer will ensure the details of the declaration are published immediately by such means of communication considered most likely to notify the population of the area affected; (Alberta Emergency Alert; Social Media; Municipal Notification Systems (i.e. All-Net);
 - iii. the Information Officer forwards a copy of the declaration to the AEMA Field Officers;
 - iv. the Mayor and/or Advisory Committee Chairperson forwards a copy 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. control or prohibit travel to or from any area within the Municipality;
- d. 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;
- e. authorize the entry into any building or on any land, without warrant, by any authorized person in the course of implementing an emergency plan or program;
- f. 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;
- g. procure or fix 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 SOLE;
- h. authorize the conscription of persons needed to meet an emergency; and
- i. 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 SOLE.

14) A declaration of a SOLE is considered terminated and ceases to be of any force or effect when:

- a. at the local level, a resolution is passed by the Mayor and/or Council
- b. at the regional level, a resolution is passed by the Ste. Anne Summer Village Regional Emergency Advisory Committee
- c. a period of seven days has lapsed since it was declared, or 28 days during a pandemic, unless it is renewed by resolution;

- d. the Lieutenant Governor in Council makes an order for a state of emergency under the Act, relating to the same area; or
 - e. the Minister cancels the SOLE.
- 15) When a declaration of a SOLE 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.
- 16) 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.
- 17) That the Ste. Anne Summer Villages Regional Emergency Management Partnership Agreement (2023 revised), attached as Schedule E and forming part of this bylaw, is hereby approved and execution of the agreement is authorized.
- 18) Fees for Service:
- a. Where the Partnership is duly activated in response to an emergency and full or partial mobilization of the resources of the Partnership are mustered, the requesting/receiving municipality shall be responsible to cover the costs of that mobilization and any works undertaken on their behalf in relation to the response, inclusive of post-response reporting and deactivation of the response team.
 - b. Costs and Fees for services shall be outlined in Schedule "D" of this Bylaw. These Costs and Fees when rendered shall be due to the Partnership, and may form part of the Disaster Relief Funding request, and/or be recovered from other stakeholders as the case may be.
 - c. Where a response is multijurisdictional, the costs of any joint or shared response shall be apportioned such that:
 - i. Any costs for activation of the Incident Command Post shall be shared equally by all subject jurisdictions.
 - ii. Any costs known to be incurred or assigned to a specific jurisdiction shall be borne by that jurisdiction;
 - iii. Any costs arising during the response not sufficiently covered by (i) or (ii), above, shall be negotiated concurrent to the response, as expeditiously as possible by the member councils involved, or in the prolonged absence of

council(s), their respective Directors of Emergency Management.

19) That this bylaw rescinds Bylaw 2019-7.

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 18 day of December, 2023

Read a second time on this 18 day of December, 2023

Unanimous Consent to proceed to third reading on this 18 day of December, 2023.

Read a third and final time on this 18 day of December, 2023.

Signed this 18 day of December, 2023

M. Hanssen

[Signature] Mayor, Marge Hanssen

[Signature]
Chief Administrative Officer, Dwight Moskalyk

SCHEDULE A
ORGANIZATIONAL MEETING MATTERS (SECTION 7(B))

- a) Elect from the committee a chairperson for the advisory committee;
- b) Elect from the committee a vice-chairperson for the advisory committee;
- c) Elect from the committee any other officers (i.e. sub-committee chairpersons) as may be required for the advisory committee;
- d) Confirm the management/administrative appointments of the partnership:
 - 1. Partnership Administrator;
 - 2. Finance Director;
 - 3. Regional Director of Emergency Management;
 - 4. Regional Deputy Director of Emergency Management;
- e) Confirm the banking institution and signing authorities of the partnership;
- f) Confirm the office location, contact information, and location for records;
- g) Review and confirm remuneration policies for the advisory committee.
- h) Confirm dates and times for the regular meetings of the Advisory and Agency.

SCHEDULE B
ROLES AND RESPONSIBILITIES OF ADMINISTRATIVE OFFICERS
(SECTION 7(E))

- a) The roles and responsibilities of the Partnership Administrator shall include, but not be limited to:
- 1) Act as primary administrative advisor to the Advisory Committee, providing guidance and recommendations on business of the day. All other administrative staff or contractors shall report through the Partnership Administrator.
 - 2) Serve as Liaison with the Agency on developing, implementing, and amending policy and processes as approved by the Advisory Committee, or recommended to the Advisory Committee by the Agency.
 - 3) Act as records keeper and recording secretary for Advisory Committee, including taking minutes and preparing and circulating the meeting agendas.
 - 4) Act as primary legislative coordinator for the Advisory Committee, ensuring that the Bylaw is reviewed regularly, established policies are developed and reviewed regularly, and that the statutory plans and requirements of Emergency Management are maintained in good standing.
 - 5) Work with the Finance Officer to ensure that the annual budget process is completed.
- b) The roles and responsibilities of the Finance Director shall include, but not be limited to:
- 1) In conjunction with the Partnership Administrator, and in consultation with the Agency, prepare the annual budget for review by the Advisory Committee.
 - 2) On approval of the budget, arrange for the invoicing, collection, and deposit of funds as directed by the Advisory Committee.
 - 3) Support emergency management staff in developing and implementing best practice for financial reporting and record keeping, especially as it relates to Disaster Relief Program Reporting.
 - 4) General Banking, Accounts Receivable, and Account Payable management.

SCHEDULE C

PROCESS FOR PREPARING, REPORTING, REVIEWING, AND APPROVING THE ANNUAL
WORKPLANS AND BUDGETS (SECTION 7(H))

- a) The Agency shall commence the initial review the annual workplans and budgets for the forthcoming year, allowing for input from the Executive Director, Regional and Deputy Director of Emergency management, and the Local Directors of Emergency Management;
- b) The Agency shall then forward the draft workplans and budget to the Executive Director and the Executive Director will ensure they are presented to the Advisory Committee, on or before August 31st annually.
- c) The Advisory Committee will initially review the workplans and budgets, accept them as information, and invite all member councils to review and submit comment, in writing or in person, at the next regular meeting of the Advisory Committee.
- d) Member councils will be extended the opportunity to provide comment and propose changes to the workplans and budget during the next regular meeting of the Advisory Committee. Comments and proposals received are not binding on the Advisory Committee but shall be received in good faith.
- e) Following the period of member input, the Advisory Committee shall give further consideration to approving the workplans and budgets. They may consider motions for doing this during with meeting where comments are invited by members, as presented or amended, or may decide to defer consideration until a revised draft can be presented where the situation warrants same.
- f) Notwithstanding (e), above, the Advisory Committee must annually approve the workplan and budget for the forthcoming year on or before December 31st of the current year, and provide details including requisition amounts for the new year to members by the same date.
- g) Part of the approval of the workplan and budget documents will be an authorization for Administration to send invoices for the approved requisition amounts to each member based on the approved budget and that these shall be due as per a policy established by the Partnership.
 - a. With respect to (g), above, requisition assigned to members shall be based on all members paying an equal share of the annual operating and capital budget, specifically 1/10 of the budget due by each member (based on 10 members). If members withdraw or are added, the formula is appropriately amended to reflect same.

- b. Further, the requisitions shall not include incidental costs of the partnership, nor emergency management response costs that may arise during the year. Incidental costs should first be covered by available reserves, and emergency management and response costs shall be the responsibility of the receiving party.

SCHEDULE D
 CHARGES FOR PLANNING AND RESPONSE SERVICES RENDERED

Function	Task	Cost/Fee
Administrative	Activation of Incident Command Post	\$2,000
	Regional DEM Services	\$70/hr
	Deputy Regional DEM Services	\$70/hr
	Incident Commander Services	\$50/hr
	Section Chief Services	\$50/hr
	Services for All Other Command Roles/Coordinators Activated	\$50/hr
	Travel for Command Activation	Current CRA Rate
	External Contract Services Procured (equipt., materials, etc.)	At Cost
	External Resources and Supplies (rentals, food, consumables)	At Cost
Capital	Equipment Rental (SVREMP Owned Assets):	
	N/A	
Miscellaneous	DEM/DDEM Replacement Kit (Tote)	\$1,200
<ul style="list-style-type: none"> This cost schedule shall be deemed effective from the activation of the EOC and shall remain effective until the final reporting , inclusive of any Disaster Recovery Program reporting, of the subject response to AEMA. 		

SCHEDULE E
STE. ANNE SUMMER VILLAGE REGIONAL EMERGENCY MANAGEMENT
PARTNERSHIP AGREEMENT

(SEE ATTACHED)

**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:

Mayor

Chief Administrative Officer

Summer Village of Sandy Beach:

Mayor

Chief Administrative Officer

Summer Village of Silver Sands:

Mayor

Chief Administrative Officer

Summer Village of South View:

Mayor

Chief Administrative Officer

Summer Village of Sunrise Beach:

Mayor

Chief Administrative Officer

Summer Village of Val Quentin:

Mayor

Chief Administrative Officer

Summer Village of West Cove:

Mayor

Chief Administrative Officer

Alberta Beach:

Mayor

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