



# Sturgeon County

## Meeting Agenda - Final

### Council

9613-100 Street  
Morinville, Alberta  
T8R 1L9

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Tuesday, March 31, 2020

9:00 AM

Council Chambers

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#### **A. CALL TO ORDER AND RELATED BUSINESS**

A.1 CALL TO ORDER

A.2 ADOPTION OF AGENDA

A.3 ADOPTION OF MINUTES

**A.3.1** March 10, 2020 Regular Council Meeting Minutes

**Proposed Motion:** That Council adopt the March 10, 2020 Regular Council Meeting Minutes as presented.

**Attachments:** [Regular Council Meeting Minutes - March 10, 2020](#)

**A.3.2** March 13, 2020 Special Council Meeting Minutes

**Proposed Motion:** That Council adopt the March 13, 2020 Special Council Meeting Minutes as presented.

**Attachments:** [Special Council Meeting Minutes - March 13, 2020](#)

**A.3.3** March 24, 2020 Special Council Meeting Minutes

**Proposed Motion:** That Council adopt the March 24, 2020 Special Council Meeting Minutes as presented.

**Attachments:** [Special Council Meeting Minutes - March 24, 2020](#)

#### **C. PRESENTATIONS/PUBLIC HEARINGS/INTERVIEWS**

#### **D. NEW BUSINESS**

**D.1** COVID-19 Administrative Update

**Attachments:** [Attachments Insert](#)

*Reegan McCullough, County Commissioner - CAO*

**D.2** Bylaw 1498/20 - Amendment to Bylaw 1422/18 - Tax Penalty  
Bylaw for COVID-19

**Attachments:** [Attachments Insert](#)

*Sabrina Duquette, Acting Manager, Financial Services*

- D.3** Bylaw 1499/20 - Amendment to Bylaw 932/02 - Water Works Bylaw, Bylaw 1402/18 - Sanitary Sewer Bylaw, and Bylaw 1466/19 - 2020 Fees and Charges Bylaw for COVID-19

**Attachments:** [Attachments Insert](#)

*Sabrina Duquette, Acting Manager, Financial Services*

- D.4** Amendment to the Sturgeon Regional Emergency Management Partnership Agreement

**Proposed Motion:** That Council approve the Sturgeon Regional Emergency Management Partnership Agreement as amended.

**Attachments:** [Request for Decision](#)  
[SREMP Partnership Agreement dated November 14, 2016](#)  
[SREMP Partnership Agreement - Redlined](#)

*Pat Mahoney, Fire Chief/Manager, Protective Services*

- D.5** Proclamation of National Volunteer Week 2020

**Proposed Motion:** That Council proclaim April 19-25, 2020 as Volunteer Week in Sturgeon County to celebrate the power of volunteerism while ensuring compliance with all Alberta Health Services requirements.

**Attachments:** [Request for Decision](#)  
[National Volunteer Week Proclamation](#)

*Scott Rodda, Manager, Family & Community Support Services*

## **G. URGENT MATTERS**

## **H. NOTICES OF MOTION**

## **I. ADJOURNMENT**



# Sturgeon County

9613-100 Street  
Morinville, Alberta  
T8R 1L9

## Legislation Text

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**File #:** MTS-007-20, **Version:** 1

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### **March 10, 2020 Regular Council Meeting Minutes**

That Council adopt the March 10, 2020 Regular Council Meeting Minutes as presented.



# Sturgeon County

9613-100 Street  
Morinville, Alberta  
T8R 1L9

## Meeting Minutes - Unadopted Council

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Tuesday, March 10, 2020

9:00 AM

Council Chambers

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### **A. CALL TO ORDER AND RELATED BUSINESS**

**Present:** 7 - Mayor Alanna Hnatiw, Councillor Dan Derouin, Councillor Kristin Toms, Councillor Wayne Bokenfohr, Councillor Neal Comeau, Councillor Patrick D. Tighe, and Councillor Karen Shaw

#### **A.1 CALL TO ORDER**

Mayor Hnatiw called the March 10, 2020 Regular Council Meeting to order at 9:00 a.m. and acknowledged that Council meets on Treaty 6 Territory, a traditional meeting ground for many Indigenous Peoples, and in particular the Michel Band and Alexander First Nation, and also recognized the Métis and Inuit, whose footsteps have marked these lands and share a deep rooted history.

#### **Administration Present**

Reegan McCullough, County Commissioner - CAO  
Scott MacDougall, Chief Operating Officer - COO  
Jesse Sopko, Director, Corporate Services  
Colin Krywiak, Manager, Development Support Services  
Sabrina Duquette, Acting Manager, Financial Services  
Scott Rodda, Manager, Family & Community Support Services  
Pat Mahoney, Fire Chief/Manager, Protective Services  
Martyn Bell, Senior Planning & Development Officer, Development Support Services  
Jennifer Lavallee, Intergovernmental Advisor, Development Services  
Tanis Sawatsky, Intergovernmental Policy Analyst, Development Services  
Dianne Mason, Legislative Officer, Legislative Services

#### **A.2 ADOPTION OF AGENDA**

#### **W. Bokenfohr MOVED:**

**Motion 106/20: That Council adopt the March 10, 2020 Agenda as amended by adding Item D.16 Pandemic Policy Update.**

**CARRIED UNANIMOUSLY**

### A.3 ADOPTION OF MINUTES

**A.3.1** February 25, 2020 Regular Council Meeting Minutes

**N. Comeau MOVED:**

**Motion 107/20: That Council adopt the February 25, 2020 Regular Council Meeting Minutes as presented.**

**CARRIED UNANIMOUSLY**

### **D. NEW BUSINESS**

**D.1** Community Block Party Program Update and Cultivate Sturgeon County Program

Presented by Scott Rodda, Manager, Family & Community Support Services.

**K. Toms MOVED:**

**Motion 108/20: That Council receive the Community Block Party Program update and approve the Cultivate Sturgeon County Program as recommended by Administration.**

**CARRIED UNANIMOUSLY**

**D.2** Bylaw 1471/20 - Governance and Council Services Committee Bylaw - Second and Third Reading

Presented by Jesse Sopko, Director, Corporate Services.

**N. Comeau MOVED:**

**Motion 109/20: That Council give second reading of Bylaw 1471/20.**

**CARRIED**

**For:6** - A. Hnatiw, D. Derouin, K. Toms, W. Bokenfohr, N. Comeau, and P.D. Tighe

**Against:1** - K. Shaw

**N. Comeau MOVED:**

**Motion 110/20: That Council give third reading of Bylaw 1471/20.**

**CARRIED**

**For:6** - A. Hnatiw, D. Derouin, K. Toms, W. Bokenfohr, N. Comeau, and P.D. Tighe

**Against:1** - K. Shaw

**N. Comeau MOVED:**

**Motion 111/20: That Council appoint Councillor Toms as the alternate member of the Governance and Council Services Committee.**

**CARRIED**

**For:6** - A. Hnatiw, D. Derouin, K. Toms, W. Bokenfohr, N. Comeau, and P.D. Tighe

**Against:1** - K. Shaw

**D.3** Bylaw 1470/20 - Committee of the Whole Bylaw - Second and Third Reading

Presented by Jesse Sopko, Director, Corporate Services.

**D. Derouin MOVED:**

**Motion 112/20: That Council give second reading of Bylaw 1470/20.**

**CARRIED UNANIMOUSLY**

**D. Derouin MOVED:**

**Motion 113/20: That Council give third reading of Bylaw 1470/20.**

**CARRIED UNANIMOUSLY**

**D.4** Bylaw 1472/20 - Council Code of Conduct Bylaw (Repeal and Replacement of Bylaw 1404/18) - Second and Third Reading

Presented by Jesse Sopko, Director, Corporate Services.

**P.D. Tighe MOVED:**

**Motion 114/20: That Council give second reading of Bylaw 1472/20.**

**CARRIED UNANIMOUSLY**

**P.D. Tighe MOVED:**

**Motion 115/20: That Council give third reading of Bylaw 1472/20.**

**CARRIED UNANIMOUSLY**

**D.5** Bylaw 1486/20 - Sturgeon County and Lac Ste. Anne County Intermunicipal Collaboration Framework - First Reading

Presented by Jennifer Lavallee, Intergovernmental Advisor, Development Services and Tanis Sawatsky, Intergovernmental Policy Analyst, Development Services.

**W. Bokenfohr MOVED:**

**Motion 116/20: That Council give first reading of Bylaw 1486/20.**

**CARRIED UNANIMOUSLY**

**D.6** Bylaw 1489/20 - Sturgeon County and Town of Bon Accord Intermunicipal Collaboration Framework - First Reading

Presented by Jennifer Lavallee, Intergovernmental Advisor, Development Services and Tanis Sawatsky, Intergovernmental Policy Analyst, Development Services.

**P.D. Tighe MOVED:**

**Motion 117/20: That Council give first reading of Bylaw 1489/20.**

**CARRIED UNANIMOUSLY**

**D.7** Bylaw 1492/20 - Sturgeon County and Town of Legal  
Intermunicipal Collaboration Framework - First Reading

Presented by Jennifer Lavallee, Intergovernmental Advisor, Development Services  
and Tanis Sawatsky, Intergovernmental Policy Analyst, Development Services.

**K. Toms MOVED:**

**Motion 118/20: That Council give first reading of Bylaw  
1492/20.**

**CARRIED UNANIMOUSLY**

**D.8** Bylaw 1491/20 - Sturgeon County and Town of Redwater  
Intermunicipal Collaboration Framework - First Reading

Presented by Jennifer Lavallee, Intergovernmental Advisor, Development Services  
and Tanis Sawatsky, Intergovernmental Policy Analyst, Development Services.

**K. Shaw MOVED:**

**Motion 119/20: That Council give first reading of Bylaw  
1491/20.**

**CARRIED UNANIMOUSLY**

**D.9** Bylaw 1490/20 - Sturgeon County and Town of Gibbons  
Intermunicipal Collaboration Framework - First Reading

Presented by Jennifer Lavallee, Intergovernmental Advisor, Development Services  
and Tanis Sawatsky, Intergovernmental Policy Analyst, Development Services.

**K. Shaw MOVED:**

**Motion 120/20: That Council give first reading of Bylaw  
1490/20.**

**CARRIED UNANIMOUSLY**



**D.10** Bylaw 1484/20 - Sturgeon County and County of Barrhead  
No. 11 Intermunicipal Collaboration Framework - Second  
and Third Reading

Presented by Jennifer Lavallee, Intergovernmental Advisor, Development Services  
and Tanis Sawatsky, Intergovernmental Policy Analyst, Development Services.

**P.D. Tighe MOVED:**

**Motion 121/20: That Council give second reading of  
Bylaw 1484/20.**

**CARRIED UNANIMOUSLY**

**P.D. Tighe MOVED:**

**Motion 122/20: That Council give third reading of Bylaw  
1484/20.**

**CARRIED UNANIMOUSLY**

**D.11** Bylaw 1465/19 - Amendment of Land Use Bylaw 1385/17 -  
Direct Control District for EMS Petroleum Contracting Ltd. -  
Second and Third Reading

Presented by Martyn Bell, Senior Planning & Development Officer, Development  
Support Services.

Councillor Bokenfohr was not present for the Public Hearing held on February 25,  
2020; therefore he abstained from voting on Item D.11, in accordance with section  
184(a) of the Municipal Government Act.

**K. Toms MOVED:**

**Motion 123/20: That Council give second reading of  
Bylaw 1465/19.**

**CARRIED**

**For:** 5 - A. Hnatiw, D. Derouin, K. Toms, N. Comeau, and P.D. Tighe

**Against:** 1 - K. Shaw

**Abstain:** 1 - W. Bokenfohr

**K. Toms MOVED:**

**Motion 124/20: That Council give third reading of Bylaw 1465/19.**

**CARRIED**

**For:**5 - A. Hnatiw, D. Derouin, K. Toms, N. Comeau, and P.D. Tighe

**Against:**1 - K. Shaw

**Abstain:**1 - W. Bokenfohr

The meeting was recessed at 10:10 a.m.

The meeting was reconvened at 10:14 a.m with all those members of Council previously listed in attendance.

**D.12** Bylaw 1457/19 - Amendment of Land Use Bylaw 1385/17 -  
RVS District for Bigfoot RV - Second and Third Reading

Presented by Martyn Bell, Senior Planning & Development Officer, Development Support Services.

Councillor Bokenfohr was not present for the Public Hearing held on February 25, 2020; therefore he abstained from voting on Item D.12, in accordance with section 184(a) of the Municipal Government Act.

**P.D. Tighe MOVED:**

**Motion 125/20: That Council give second reading of Bylaw 1457/19 as amended.**

**CARRIED**

**For:**4 - D. Derouin, K. Toms, N. Comeau, and P.D. Tighe

**Against:**2 - A. Hnatiw, and K. Shaw

**Abstain:**1 - W. Bokenfohr

**P.D. Tighe MOVED:**

**Motion 126/20: That Council give third reading of Bylaw 1457/19.**

**CARRIED**

**For:**4 - D. Derouin, K. Toms, N. Comeau, and P.D. Tighe

**Against:**2 - A. Hnatiw, and K. Shaw

**Abstain:**1 - W. Bokenfohr

**D.13** Bylaw 1458/19 - Amendment of Land Use Bylaw 1385/17 - RVS District for Duby RV - First Reading

Presented by Martyn Bell, Senior Planning & Development Officer, Development Support Services.

**D. Derouin MOVED:**

**Motion 127/20: That Council give first reading of Bylaw 1458/19.**

**CARRIED UNANIMOUSLY**

**D.14** Bylaw 1476/20 - Burning Bylaw (Repeal and Replacement of Bylaw 1375/16) - First Reading

Presented by Pat Mahoney, Fire Chief/Manager, Protective Services.

**K. Shaw MOVED:**

**Motion 128/20: That Council give first reading of Bylaw 1476/20.**

**CARRIED UNANIMOUSLY**

**D.15** Regional Transit Services Commission (RTSC) - Council Decision

Presented by Scott MacDougall, Chief Operating Officer - COO.

**K. Shaw MOVED:**

**Motion 129/20: That Council accept the Regional Transit Services Commission (RTSC)'s invitation to work with other member municipalities of the proposed commission to explore the revised impacts of the RTSC model, recognizing the potential benefits of addressing congestion, providing better services for consumers and saving money through more efficient utilization of scarce municipal resources.**

**CARRIED**

**For:4** - A. Hnatiw, D. Derouin, K. Toms, and K. Shaw

**Against:3** - W. Bokenfohr, N. Comeau, and P.D. Tighe

**K. Shaw MOVED:**

**Motion 130/20: That Council direct Sturgeon County's representative on the Regional Transit Services Commission Transition Team to provide an update to Council once the RTSC's business case is reworked to reflect confirmed regional membership, to allow Council to confirm its continued participation in the RTSC based on viability of the service delivery and the financial model.**

**CARRIED**

**For:4** - A. Hnatiw, D. Derouin, K. Toms, and K. Shaw

**Against:3** - W. Bokenfohr, N. Comeau, and P.D. Tighe

The meeting was recessed at 11:24 a.m.

The meeting was reconvened at 11:59 a.m. with all those members of Council previously listed in attendance.

**D.16**                      Pandemic Policy update

Presented by Reegan McCullough, County Commissioner - CAO and Scott MacDougall, Chief Operating Officer - COO.

Pat Mahoney, Fire Chief/Manager, Protective Services was available to answer questions from Council.

**I. ADJOURNMENT**

**W. Bokenfohr MOVED:**

**Motion 131/20: That Council adjourn the March 10, 2020 Regular Council Meeting at 12:14 p.m.**

**CARRIED UNANIMOUSLY**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNTY COMMISSIONER (CAO)



## Legislation Text

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**File #:** MTS-027-20, **Version:** 1

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### **March 13, 2020 Special Council Meeting Minutes**

That Council adopt the March 13, 2020 Special Council Meeting Minutes as presented.



# Sturgeon County

9613-100 Street  
Morinville, Alberta  
T8R 1L9

## Meeting Minutes - Unadopted Special Council Meeting

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Friday, March 13, 2020

3:00 PM

Council Chambers

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### **A. CALL TO ORDER**

**Present** 7 - Mayor Alanna Hnatiw, Councillor Dan Derouin, Councillor Kristin Toms, Councillor Wayne Bokenfohr, Councillor Neal Comeau, Councillor Patrick D. Tighe, and Councillor Karen Shaw

#### **A.1 CALL TO ORDER**

Mayor Hnatiw called the March 13, 2020 Special Council Meeting to order at 3:00 p.m. and acknowledged that Council meets on Treaty 6 Territory, a traditional meeting ground for many Indigenous Peoples, and in particular the Michel Band and Alexander First Nation, and also recognized the Métis and Inuit, whose footsteps have marked these lands and share a deep rooted history.

#### **Administration Present**

Reegan McCullough, County Commissioner - CAO  
Scott MacDougall, Chief Operating Officer - COO  
Sabrina Duquette, Acting Manager, Financial Services  
Colin Krywiak, Manager, Development Support Services  
Jennifer Lavallee, Intergovernmental Advisor, Development Services  
Natasha De Sandi, Community Planner, Development Services  
Dianne Mason, Legislative Officer, Legislative Services

#### **A.2 ADOPTION OF AGENDA**

#### **W. Bokenfohr MOVED:**

**Motion 132/20: That Council adopt the March 13, 2020 Special Council Meeting Agenda as presented.**

**CARRIED UNANIMOUSLY**

**B. NEW BUSINESS****B.1 COVID-19 Administrative Update**

Presented by Scott MacDougall, Chief Operating Officer - COO.

Jennifer Lavallee, Intergovernmental Advisor, Development Services, was in attendance and answered questions from Council.

Natasha De Sandi, Community Planner, Development Services, was in attendance and answered questions from Council.

**K. Shaw MOVED:**

**Motion 133/20: That Council direct Administration to suspend Council meetings until the end of March, 2020.**

**CARRIED UNANIMOUSLY**

**K. Shaw MOVED:**

**Motion 134/20: That Council direct Administration to suspend County events until the end of April, 2020.**

**CARRIED UNANIMOUSLY**



**C. ADJOURNMENT**

**N. Comeau MOVED:**

**Motion 135/20: That Council adjourn the March 13,  
2020 Special Council Meeting at 3:43 p.m.**

**CARRIED UNANIMOUSLY**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNTY COMMISSIONER (CAO)



# Sturgeon County

9613-100 Street  
Morinville, Alberta  
T8R 1L9

## Legislation Text

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**File #:** MTS-028-20, **Version:** 1

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### **March 24, 2020 Special Council Meeting Minutes**

That Council adopt the March 24, 2020 Special Council Meeting Minutes as presented.



**Meeting Minutes - Unadopted  
Special Council Meeting**

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Tuesday, March 24, 2020

9:00 AM

Council Chambers

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**A. CALL TO ORDER AND RELATED BUSINESS**

Councillor D. Derouin, Councillor K. Shaw and Councillor P.D Tighe were in attendance via telephone conferencing, in accordance with Section 199 of the Municipal Government Act and Sturgeon County Procedure Bylaw 1301/13.

**Present**     7 - Mayor Alanna Hnatiw, Councillor Dan Derouin, Councillor Kristin Toms, Councillor Wayne Bokenfohr, Councillor Neal Comeau, Councillor Patrick D. Tighe, and Councillor Karen Shaw

**A.1 CALL TO ORDER**

Mayor Hnatiw called the March 24, 2020 Special Council Meeting to order at 9:00 a.m. and acknowledged that Council meets on Treaty 6 Territory, a traditional meeting ground for many Indigenous Peoples, and in particular the Michel Band and Alexander First Nation, and also recognized the Métis and Inuit, whose footsteps have marked these lands and share a deep rooted history.

**Administration Present**

Reegan McCullough, County Commissioner - CAO

Scott MacDougall, Chief Operating Officer - COO

Jesse Sopko, Director, Corporate Services

Travis Peter, Director, Development Services (via telephone conferencing)

Lisa Schovanek, Legislative Officer, Legislative Services

**A.2 ADOPTION OF AGENDA**

**K. Toms MOVED:**

**Motion 136/20: That Council adopt the March 24, 2020 Special Council Meeting Agenda as presented.**

**CARRIED UNANIMOUSLY**

**B. NEW BUSINESS****B.1** Bylaw 1497/20 - Amendment of Bylaw 1301/13 - Procedure Bylaw

Presented by Jesse Sopko, Director, Corporate Services.

**N. Comeau MOVED:**

**Motion 137/20: That Council give first reading of Bylaw 1497/20.**

**CARRIED UNANIMOUSLY**

**N. Comeau MOVED:**

**Motion 138/20: That Council give second reading of Bylaw 1497/20.**

**CARRIED UNANIMOUSLY**

**N. Comeau MOVED:**

**Motion 139/20: That Council consider third reading of Bylaw 1497/20.**

**CARRIED UNANIMOUSLY**

**N. Comeau MOVED:**

**Motion 140/20: That Council give third reading of Bylaw 1497/20.**

**CARRIED UNANIMOUSLY**

**B.2** Council Meeting Schedule

Presented by Jesse Sopko, Director, Corporate Services.

**W. Bokenfohr MOVED:**

**Motion 141/20: That Council schedule a Regular Council Meeting for March 31, 2020 at 9:00 a.m.**

**CARRIED UNANIMOUSLY**

**D. ADJOURNMENT**

**N. Comeau MOVED:**

**Motion 142/20: That Council adjourn the March 24,  
2020 Special Council Meeting at 9:17 a.m.**

**CARRIED UNANIMOUSLY**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNTY COMMISSIONER (CAO)



# Sturgeon County

9613-100 Street  
Morinville, Alberta  
T8R 1L9

## Legislation Text

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**File #:** RFD-142-20, **Version:** 1

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**COVID-19 Administrative Update**



**Agenda Item:** **D.1**

Council Meeting: March 31, 2020

Item: COVID-19 Administrative Update

**\*\*\*Attachments unavailable at time of publication of agenda\*\*\***



# Sturgeon County

9613-100 Street  
Morinville, Alberta  
T8R 1L9

## Legislation Text

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**File #:** RFD-144-20, **Version:** 1

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**Bylaw 1498/20 - Amendment to Bylaw 1422/18 - Tax Penalty Bylaw Amendment for COVID-19**





**Agenda Item:**

**D.2**

**Council Meeting:**

**March 31, 2020**

**Item:**

**Bylaw 1498/20 - Amendment to Bylaw 1422/18 -  
Tax Penalty Bylaw Amendment for COVID-19**

**\*\*\*Attachments unavailable at time of publication of agenda\*\*\***



# Sturgeon County

9613-100 Street  
Morinville, Alberta  
T8R 1L9

## Legislation Text

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**File #:** RFD-145-20, **Version:** 1

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**Bylaw 1499/20 - Amendment to Bylaw 932/02 - Water Works Bylaw, Bylaw 1402/18 - Sanitary Sewer Bylaw, and Bylaw 1466/19 - 2020 Fees and Charges Bylaw for COVID-19**



**Agenda Item:**

**D.3**

Council Meeting:

March 31, 2020

Item:

Bylaw 1499/20 - Amendment to Bylaw 932/02 -  
Water Works Bylaw, Bylaw 1402/18 - Sanitary  
Sewer Bylaw, and Bylaw 1466/19 - 2020 Fees and  
Charges Bylaw for COVID-19

**\*\*\*Attachments unavailable at time of publication of agenda\*\*\***



# Sturgeon County

9613-100 Street  
Morinville, Alberta  
T8R 1L9

## Legislation Text

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**File #:** RFD-143-20, **Version:** 1

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**Amendment to the Sturgeon Regional Emergency Management Partnership Agreement**

That Council approve the Sturgeon Regional Emergency Management Partnership Agreement as amended.

## Request for Decision

<b>Title</b>	<b>Amendment to the Sturgeon Regional Emergency Management Partnership (SREMP) Agreement</b>
<b>Proposed Motion</b>	That Council approve the Regional Emergency Management Partnership Agreement as amended.
<b>Administrative Recommendation</b>	Administration recommends that Council approve the proposed amendments to Sturgeon Regional Emergency Management Partnership Agreement dated November 14, 2016.
<b>Previous Council Direction</b>	<u>October 11, 2016 Regular Council Meeting - Motion 339/16:</u> That Council authorize the Mayor and CAO to sign and execute the Regional Emergency Management Partnership Agreement.
<b>Report</b>	<u>Background Information</u> <ul style="list-style-type: none"><li>• The Towns of Redwater, Gibbons, Morinville, Bon Accord and Legal and Sturgeon County entered into an agreement on November 14, 2016 to collectively provide joint emergency management. As a result, a Ministerial Order was obtained to create the Sturgeon Regional Emergency Management Partnership (SREMP).</li><li>• At the February 3, 2020 Sturgeon Regional Emergency Management Advisory Committee meeting, the issue of spending authority as part of an initial response was identified, especially if a Director of Emergency Management (DEM) from another municipality was coordinating a response on behalf of a municipality.</li><li>• The current agreement does not provide any authority for spending by a DEM, and many municipal procurement agreements have minimal spending allocations for a CAO and are silent on another DEM's ability to act on behalf of the community.</li><li>• The Sturgeon Regional Advisory Committee held a vote and recommended a \$100,000 threshold be established to ensure DEMs have the proper authority to make the necessary expenditures. The Committee requested that the Sturgeon Emergency Management Agency compile the amendments and arrange for the agreement to be brought forth to individual Councils.</li></ul>

	<ul style="list-style-type: none"> <li>• This matter was discussed further at the March 9, 2020 Sturgeon Emergency Management Agency meeting. The proposed amendments were drafted and agreed to amongst agency members.</li> <li>• A redline version of the Sturgeon Regional Emergency Management Partnership Agreement showing the proposed amendments is attached for reference. Specifically, the proposed amendments are: <ul style="list-style-type: none"> <li>♦ A new paragraph 15: “The Sturgeon Regional Emergency Management Advisory Committee has agreed that with the onset of any emergency or state of local emergency designated staff ie: Directors of Emergency Management (DEMs), Deputy Directors of Emergency Management (D/DEMs), are approved to spend up to one-hundred thousand (\$100,000.00) dollars in order to commence and support initial operations in any of the partnering municipalities. Initial response costs will be the responsibility of the affected municipality.</li> <li>♦ A new paragraph 14 in Appendix “A”: “Costs related to “Emergencies” are to be considered outside the scope of the annual operating budget. The partnership through agreement of the Committee agrees that designated staff ie: Directors of Emergency Management (DEMs), Deputy Directors of Emergency Management (D/DEMs), are approved to spend up to one-hundred thousand (\$100,000.00) dollars in order to commence and support initial operations in any of the partnering municipalities. Initial response costs will be the responsibility of the affected municipality.”</li> </ul> </li> <li>• A DEM will be required to obtain further spending approvals from the affected Council. While provincial disaster assistance and recovery support programs may provide financial aid after a municipal response, this is not guaranteed.</li> <li>• To date, the Towns of Gibbons, Legal and Redwater Councils have all approved the proposed amendments.</li> </ul> <p><u>External Communication</u></p> <ul style="list-style-type: none"> <li>• Not required – internal procedure amongst SREMP Partnership.</li> </ul> <p><u>Relevant Policy/Legislation/Practices:</u></p> <ul style="list-style-type: none"> <li>• <i>Municipal Government Act (MGA)</i></li> <li>• <i>Emergency Management Act</i></li> </ul>
<p><b>Implication of Administrative Recommendation</b></p>	<p><u>Strategic Alignment:</u></p> <p><b>Strong Local Governance and Regional Leadership / Maintain and Enhance Strong Communities</b> – Approving the proposed amendment will ensure any DEM, either for the municipality or acting on its behalf, may plan for the necessary initial response to an emergency. Councils will still need to be consulted prior to further expenditures, ensuring proper financial controls and MGA requirements.</p>

	<p><u>Organizational:</u></p> <p>Having an updated and concise agreement related to spending for the initial onset of an emergency will allow the County's DEM and other staff to concentrate on mitigation instead of spending, therefore being more agile and effective with initial response.</p> <p><u>Financial:</u></p> <ul style="list-style-type: none"> <li>• None at this time.</li> </ul>
<b>Alternatives Considered</b>	Council could decide not to approve the amendment agreement as proposed.
<b>Implications of Alternatives</b>	<p><u>Strategic Alignment:</u></p> <p><b>Strong Local Governance and Regional Leadership/ Maintain and Enhance Strong Communities</b> – Such a decision would not align with other partners who have already approved the amendment.</p> <p><u>Organizational:</u></p> <ul style="list-style-type: none"> <li>• Staff would continue to act in accordance with the existing agreement.</li> </ul> <p><u>Financial:</u></p> <ul style="list-style-type: none"> <li>• None.</li> </ul>
<b>Follow up Action</b>	<ol style="list-style-type: none"> <li>1. Obtain Mayor and CAO signatures on the amended agreement (Legislative Services, March 2020).</li> <li>2. Distribute signed copies to SREMP Partners (Protective Services, March 2020).</li> </ol>
<b>Attachment(s)</b>	<ol style="list-style-type: none"> <li>1. SREMP Partnership Agreement dated November 14, 2016</li> <li>2. SREMP Partnership Agreement – Redlined</li> </ol>
<b>Report Reviewed by:</b>	<p>Pat Mahoney, Fire Chief/Manager, Protective Services</p> <p>Scott MacDougall, Chief Operations Officer – COO / Director of Emergency Management - DEM</p> <p>Reegan McCullough, County Commissioner - CAO</p>

## Strategic Alignment Checklist

**Vision:** Sturgeon County: a diverse, active community that pioneers opportunities and promotes initiative while embracing rural lifestyles.

**Mission:** Provide quality, cost effective services and infrastructure to meet the diverse needs of the Sturgeon County community, while improving competitiveness and sustainability.

Focus Areas	Not consistent	N/A	Consistent
<b>Planned Growth and Prosperity</b>			
<i>We encourage varied and integrated enterprises that enhance our strong economic base, while balancing the needs of the community and natural environment. (Strategic Plan and MDP pg. 36)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Supports a strong thriving business environment to strengthen our economic foundation</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Plans for responsible growth through the MDP and regional growth plan.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Manages growth for current and future developments through:                             <ul style="list-style-type: none"> <li>transparent bylaws, policies and processes to enable responsible land development</li> <li>targeting growth around existing and identified future growth areas</li> </ul> </li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Maintain and Enhance Strong Communities</b>			
<i>We are committed to a safe and viable community, where our residents are provided with access to opportunities and quality of life. (Strategic Plan and pg. 27 MDP)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Provides access to programs and services that have a positive impact on residents' quality of life</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Provides access to safe and reliable infrastructure assets</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Supports the safety of people and property</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Strong Local and Regional Governance</b>			
<i>We promote consistent and accountable leadership through collaborative and transparent processes (Strategic Plan and pg. 27 MDP)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Provides effective leadership and management consistent with Strategic Plan, MDP, master plans, bylaws, policies, community engagement</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Considers fiscal stability and sustainability</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Fosters collaborative intergovernmental partnerships</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Community Identity &amp; Spirit</b>			
<i>We will build upon our strengths, where together we will create an inclusive, caring community (Strategic Plan and MDP pg. 27)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Promotes and/or enhances residents' identification with Sturgeon County</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Support and/or collaborate with voluntary organizations in the region</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Environmental Stewardship</b>			
<i>We foster a healthy environment and minimize our impact on ecosystems. (Strategic Plan and MDP pg. 27)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Plans and partnerships that minimize environmental impact on natural areas</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provides awareness of environmental issues impacting the County</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**STURGEON REGIONAL EMERGENCY  
MANAGEMENT PARTNERSHIP AGREEMENT**

THIS AGREEMENT made this 14 DAY OF NOVEMBER, 2016

**BETWEEN:**

**STURGEON COUNTY**

- and -

**TOWN OF BON ACCORD**

- and -

**TOWN OF GIBBONS**

- and -

**TOWN OF LEGAL**

- and -

**TOWN OF MORINVILLE**

- and -

**TOWN OF REDWATER**

(collectively, the "Parties")

**INTRODUCTION**

**1. WHEREAS:**

- a) The Municipalities of **Bon Accord, Gibbons, Legal, Morinville, Redwater and Sturgeon County** are local authorities situated within the Province of Alberta;
- b) Each of the Parties have appointed a Director of Emergency Management (`DEM`) as head of its own emergency management agency 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 affects one (1) or more of the Parties;
- d) The Municipalities 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 will be requested to issue 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. **Assisting Party** means a Party to this Agreement providing aid, in the form of resources or services to another Party of this Agreement;
  - c. **Director of Emergency Management** (DEM) means an individual appointed by resolution of Council, or the CAO or their designate;
  - d. **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;
  - e. **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;

- f. **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;
- g. **Local Authority** means, where a municipality has a Council within the meaning of the *Municipal Government Act*, RSA 2000 c.M-26;
- h. **Minister** means the Minister charged with administration of the *Act*;
- i. **Municipal Emergency Coordination Centre** (MECC) means the location that functions as a point of coordination, addressing the needs of the municipality as a whole, exercising the authority of local officials, as well as anticipating and supporting the needs of one or more incident sites within the municipality;
- j. **Parties** means the **Municipalities of Bon Accord, Gibbons, Legal, Morinville, Redwater and Sturgeon County**;
- k. **Regional Emergency Advisory Committee** herein referred to as the Regional Committee; means a regional committee comprised of one (1) Councillor, or alternate, from each of the partnering municipalities of the Sturgeon 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 the Director of Emergency Management or Deputy or the Chief Administrative Officer, from each of the partnering municipalities of the Sturgeon 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 Plan** (REMP) means the Regional Emergency Management Plan prepared by the Sturgeon 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 Emergency Coordination Centre** (RECC) means the location that functions as a point of coordination, addressing the needs of the municipality and/or the Sturgeon Region as a whole, exercising the authority of local officials, as well as anticipating and supporting the needs of one or more incident sites;
- 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. **Requesting Party** means a Party to this Agreement requesting aid in the form of resources or services from another Party to this Agreement;
  - q. **Sturgeon Region** means the geographical area within the boundaries of Sturgeon County including the Municipalities of Bon Accord, Gibbons, Legal, Morinville and Redwater; and
  - r. **Sturgeon Region Emergency Management Partnership** is a partnership comprising the Municipalities of Bon Accord, Gibbons, Legal, Morinville, Redwater and Sturgeon County who have entered into a joint agreement for the purpose of organizing integrated emergency planning, training, assistance and emergency operations programs.
- 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. Other non-voting members who may participate in an advisory capacity include the Chair, or Vice-Chair of the Sturgeon Regional Emergency Management Agency and any other representative responsible for administering the regional program. Members will be appointed on an annual basis.
  - 4. No member of Sturgeon Regional Emergency Management Partnership shall be permitted to withdraw from this Agreement during a declared state of local or regional emergency or disaster.
  - 5. The municipal councils of each of the Parties to this Agreement have passed a bylaw to establish the Sturgeon 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 Sturgeon Regional Emergency Management Agency is charged with keeping the Sturgeon Regional Emergency Management Plan current and operationally sound. The Sturgeon Regional Emergency Management Agency will:
    - a) 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;
    - b) engage relevant stakeholders, such as business and industry, government agencies, and regulatory bodies to ensure emergency plans are aligned and integrate with stakeholder plans;

- c) support the coordination of training and exercises on the Sturgeon Regional Emergency Management Plan;
  - d) ensure regional training and exercise documentation and records are maintained;
  - e) plan, execute and review exercises to validate the Sturgeon Regional Emergency Management Plan;
  - f) review the impact of incidents on the program;
  - g) publish information, as necessary, on the Sturgeon Regional Emergency Management Plan with:
    - i. municipal departments; and
    - ii. industrial and municipal neighbours.
  - h) liaise with external agencies and surrounding municipalities who have a role in emergency response at regional facilities; and
  - i) ensure the Sturgeon 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 Sturgeon Region. The Regional Agency will assess the current situation and a response to those incidents will:
- i. Only be committed after an assessment of what resources can reasonably be made available without endangering the Sturgeon Region and its residents.
  - ii. Only be committed after ensuring that reasonable care will be provided to the staff being deployed; if the requesting organization cannot provide care for staff, resources will only be deployed once the Regional Agency has been able to arrange for reasonable care.
  - iii. Committed to, if applicable, upon receipt of a tasking number from the Provincial Operations Centre or Office of the Fire Commissioner.
  - iv. Recover costs for resources from the requesting organization. Costs for those services will be billed according to the policy of each individual department or party.
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 Incident Command Systems and strive to utilize common communications systems and technologies.

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 firefighting or other services.

#### SHARED COST OF REGIONAL COLLABORATION

13. The Sturgeon Regional Emergency Management Advisory Committee shall develop and 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 Sturgeon Regional Emergency Management Partnership emergency program in accordance with the funding formula enumerated in 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. A requesting Party indemnifies each responding Party against any expense incurred by that responding Party by reason of any damage to its equipment in the course of responding to a call and against any cost or expense incurred by the responding Party by reason of personal injury or death caused to any of its personnel in the course of responding to a call unless such damage, injury or death results from the gross negligence of the responding Party.
17. A requesting Party agrees to save and hold harmless the responding Party, any of its departments, agencies, officers or employees from all cost, injury and damage occurred and from any other injury or damage to any person or property as a result of their actions in assisting the requesting Party. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of action, court costs, expenses of litigation and reasonable legal fees.
18. All costs and expenses associated with responding to an incident shall be the responsibility of the Party or Parties where the incident occurs.

19. 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.
20. 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

21. Any member of the Regional Emergency Advisory Committee may withdraw their membership from Sturgeon 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.
22. This Agreement shall come into force when it has been signed by all of 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").
23. 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

24. 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

25. 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

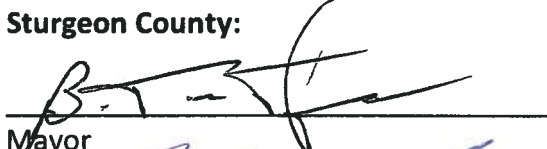
any way be affected or impaired thereby, unless, as a result of such determination, this Agreement would fail in its essential purpose.

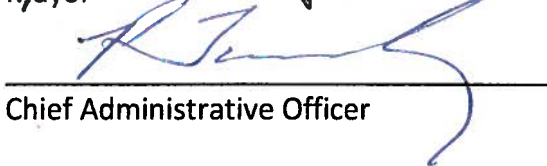
**NON-ASSIGNMENT**

26. 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:


**Sturgeon County:**

  
Mayor


  
Chief Administrative Officer

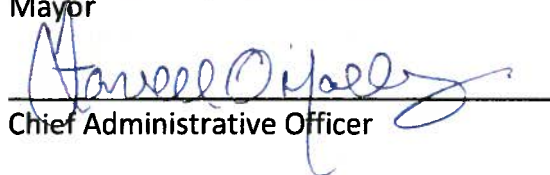
**Town of Morinville:**

  
Mayor


  
Chief Administrative Officer


**Town of Gibbons:**

  
Mayor


  
Chief Administrative Officer

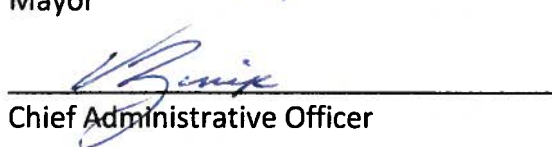
**Town of Redwater:**

  
Mayor


  
Chief Administrative Officer


**Town of Bon Accord:**

  
Mayor

  
Chief Administrative Officer

**Town of Legal:**

  
Mayor

  
Chief Administrative Officer



**Schedule "A"**  
**Scope of Operational Costs and Funding for the**  
**Sturgeon Regional Emergency Management Partnership**

**SCOPE OF ANNUAL OPERATING BUDGET**

1. STURGEON 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. Table tops
  - 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 SRPEMP should be a shared responsibility. The funding formula will be approved by the 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 Sturgeon Regional Emergency Management Program budget will be drafted by July for the following budget year.
- b. Any requests to change next fiscal's year's budget must be submitted by August 15.

Request to change the budget will be handled as follows:

- i. The request will be sent to the Chair of the Sturgeon Regional Emergency Management Agency
- ii. The Sturgeon Regional Emergency Management Agency will review the request and make recommendations.
- iii. Recommendations will be submitted to the Regional Emergency Advisory Committee for a mid-September meeting.
- iv. The Sturgeon Regional Emergency Management Program budget will be approved by the Regional Emergency Advisory Committee.
- v. Recommendations from the Regional Emergency Advisory Committee will be submitted to the municipalities by the end of September 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 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 Sturgeon Regional Emergency Management Program.

**STURGEON REGIONAL EMERGENCY  
MANAGEMENT PARTNERSHIP AGREEMENT**

THIS AGREEMENT made this 14 Day of November 2016, Amended March 09, 2020

**BETWEEN:**

**STURGEON COUNTY**

- and -

**TOWN OF BON ACCORD**

- and -

**TOWN OF GIBBONS**

- and -

**TOWN OF LEGAL**

- and -

**TOWN OF MORINVILLE**

- and -

**TOWN OF REDWATER**

(collectively, the "Parties")

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- d) The Municipalities have agreed to adopt a Regional Emergency Management Plan and to develop a Regional Framework for Emergency Management within the Region ;
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- m. **Regional Emergency Management Plan** (REMP) means the Regional Emergency Management Plan prepared by the Sturgeon 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;
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and when able to provide that support and assistance in the event of a major emergency or disaster;

- p. **Requesting Party** means a Party to this Agreement requesting aid in the form of resources or services from another Party to this Agreement;
  - q. **Sturgeon Region** means the geographical area within the boundaries of Sturgeon County including the Municipalities Towns of Bon Accord, Gibbons, Legal, Morinville and Redwater; and
  - r. **Sturgeon Region Emergency Management Partnership** is a partnership comprising the Municipalities of Bon Accord, Gibbons, Legal, Morinville and Redwater and Sturgeon County who have entered into a joint agreement for the purpose of organizing integrated emergency planning, training, assistance and emergency operations programs.
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  - g) publish information, as necessary, on the Sturgeon Regional Emergency Management Plan with:
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- i. Only be committed after an assessment of what resources can reasonably be made available without endangering the Sturgeon Region and its residents.
  - ii. Only be committed after ensuring that reasonable care will be provided to the staff being deployed; if the requesting organization cannot provide care for staff, resources will only be deployed once the Regional Agency has been able to arrange for reasonable care.
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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 firefighting or other services.

#### SHARED COST OF REGIONAL COLLABORATION

13. The Sturgeon Regional Emergency Management Advisory Committee shall develop and 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 Sturgeon Regional Emergency Management Partnership emergency program in accordance with the funding formula enumerated in 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.
15. The Sturgeon Regional Emergency Management Advisory Committee has agreed that with the onset of any emergency or state of local emergency designated staff ie: Directors of Emergency Management (DEMs), Deputy Directors of Emergency Management (D/DEMs), are approved to spend up to one-hundred thousand (\$100,000.00) dollars in order to commence and support initial operations in any of the partnering municipalities. Initial response costs will be the responsibility of the affected municipality.

#### INSURANCE & INDEMNITY

16. 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.
17. A requesting Party indemnifies each responding Party against any expense incurred by that responding Party by reason of any damage to its equipment in the course of responding to a call and against any cost or expense incurred by the responding Party by reason of personal injury or death caused to any of its personnel in the course of responding to a call unless such damage, injury or death results from the gross negligence of the responding Party.



18. A requesting Party agrees to save and hold harmless the responding Party, any of its departments, agencies, officers or employees from all cost, injury and damage occurred and from any other injury or damage to any person or property as a result of their actions in assisting the requesting Party. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of action, court costs, expenses of litigation and reasonable legal fees.
19. All costs and expenses associated with responding to an incident shall be the responsibility of the Party or Parties where the incident occurs.
20. 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.
21. 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

22. Any member of the Regional Emergency Advisory Committee may withdraw their membership from Sturgeon 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.
23. This Agreement shall come into force when it has been signed by all of 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").
24. 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

25. 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

26. 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

27. 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:

#### **Sturgeon County:**

\_\_\_\_\_  
Mayor

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

#### **Town of Morinville:**

\_\_\_\_\_  
Mayor

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

#### **Town of Gibbons:**

\_\_\_\_\_  
Mayor

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

#### **Town of Redwater:**

\_\_\_\_\_  
Mayor

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

#### **Town of Bon Accord:**

\_\_\_\_\_  
Mayor

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

#### **Town of Legal:**

\_\_\_\_\_  
Mayor

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

**Schedule "A"**  
**Scope of Operational Costs and Funding for the**  
**Sturgeon Regional Emergency Management Partnership**

**SCOPE OF ANNUAL OPERATING BUDGET**

1. STURGEON 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. Table tops
  - 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 SRPEMP should be a shared responsibility. The funding formula will be approved by the 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 Sturgeon Regional Emergency Management Program budget will be drafted by July for the following budget year.
  - b. Any requests to change next fiscal's year's budget must be submitted by August 15. Request to change the budget will be handled as follows:
    - i. The request will be sent to the Chair of the Sturgeon Regional Emergency Management Agency
    - ii. The Sturgeon Regional Emergency Management Agency will review the request and make recommendations.
    - iii. Recommendations will be submitted to the Regional Emergency Advisory Committee for a mid-September meeting.
    - iv. The Sturgeon Regional Emergency Management Program budget will be approved by the Regional Emergency Advisory Committee.
    - v. Recommendations from the Regional Emergency Advisory Committee will be submitted to the municipalities by the end of September 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 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 Sturgeon to the Sturgeon Regional Emergency Management Program.
14. Costs related to "Emergencies" are to be considered outside the scope of the annual operating budget. The partnership through agreement of the Committee agrees that designated staff ie: Directors of Emergency Management (DEMs), Deputy Directors of Emergency Management (D/DEMs), are approved to spend up to one-hundred thousand (\$100,000.00) dollars in order to commence and support initial operations in any of the partnering municipalities. Initial response costs will be the responsibility of the affected municipality.

## Legislation Text

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**File #:** RFD-121-20, **Version:** 1

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### **Proclamation of National Volunteer Week 2020**

That Council proclaim April 19-25, 2020 as Volunteer Week in Sturgeon County to celebrate the power of volunteerism while ensuring compliance with all Alberta Health Services requirements.

## Request for Decision

<b>Title</b>	<b>Proclamation of National Volunteer Week 2020</b>
<b>Proposed Motion</b>	That Council proclaim April 19-25, 2020 as Volunteer Week in Sturgeon County to celebrate the power of volunteerism while ensuring compliance with all Alberta Health Services requirements.
<b>Administrative Recommendation</b>	Administration supports the proclamation and the importance of celebrating the vibrancy and impact of volunteerism in our community while ensuring compliance with all Alberta Health Services requirements.
<b>Previous Council Direction</b>	<u>March 26, 2019 Regular Council Meeting:</u> Motion 090/19: That Council proclaim April 7-13, 2019 as Volunteer Week in Sturgeon County to celebrate the power of volunteerism.
<b>Report</b>	<p><u>Background Information</u></p> <ul style="list-style-type: none"> <li>• This year's National Volunteer Week theme is "It's time to applaud this country's volunteers."</li> <li>• Our annual celebration of community excellence was to be hosted on Wednesday, April 21, 2020, but due to the current circumstances of COVID 19, it has been postponed at this time.</li> </ul> <p><u>External Communication</u></p> <p>There has been no external communication specifically related to the motion. A communications plan has been prepared to celebrate our volunteers, which will include both electronic and print materials.</p> <p><u>Relevant Policy/Legislation/Practices:</u></p> <p>Our standard of practice has been to proclaim National Volunteer Week and celebrate with our volunteers. We will find alternative means of acknowledging our volunteers, including postponing the event or recognizing them in an alternative way.</p> <p>Amid the COVID-19 pandemic, a number of community members have given of their time, and therefore this is a unique and opportune time to also recognize those efforts.</p>

<b>Implication of Administrative Recommendation</b>	<u>Strategic Alignment:</u> <b>Community Identity and Spirit</b> – We want to ensure residents have a strong identity with the County and are proud to live here. We strive to actively support our volunteer organizations while ensuring compliance with all Alberta Health Services requirements.  <u>Organizational:</u> None.  <u>Financial:</u> None.
<b>Alternatives Considered</b>	Administration did not consider any alternatives.
<b>Implications of Alternatives</b>	<u>Strategic Alignment:</u> <ul style="list-style-type: none"> <li>• None.</li> </ul> <u>Organizational:</u> <ul style="list-style-type: none"> <li>• None.</li> </ul> <u>Financial:</u> <ul style="list-style-type: none"> <li>• None.</li> </ul>
<b>Follow up Action</b>	1. Advertise Volunteer Week (Corporate Communications, April 2020)
<b>Attachment(s)</b>	1. National Volunteer Week Proclamation
<b>Report Reviewed by:</b>	Scott Rodda, Manager, Family & Community Support Services  Scott MacDougall, Chief Operating Officer - COO  Reegan McCullough, County Commissioner – CAO

## Strategic Alignment Checklist

**Vision:** Sturgeon County: a diverse, active community that pioneers opportunities and promotes initiative while embracing rural lifestyles.

**Mission:** Provide quality, cost effective services and infrastructure to meet the diverse needs of the Sturgeon County community, while improving competitiveness and sustainability.

Focus Areas	Not consistent	N/A	Consistent
<b>Planned Growth and Prosperity</b>			
<i>We encourage varied and integrated enterprises that enhance our strong economic base, while balancing the needs of the community and natural environment. (Strategic Plan and MDP pg. 36)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Supports a strong thriving business environment to strengthen our economic foundation</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Plans for responsible growth through the MDP and regional growth plan.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Manages growth for current and future developments through:                             <ul style="list-style-type: none"> <li>transparent bylaws, policies and processes to enable responsible land development</li> <li>targeting growth around existing and identified future growth areas</li> </ul> </li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Maintain and Enhance Strong Communities</b>			
<i>We are committed to a safe and viable community, where our residents are provided with access to opportunities and quality of life. (Strategic Plan and pg. 27 MDP)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provides access to programs and services that have a positive impact on residents' quality of life</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provides access to safe and reliable infrastructure assets</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Supports the safety of people and property</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Strong Local and Regional Governance</b>			
<i>We promote consistent and accountable leadership through collaborative and transparent processes (Strategic Plan and pg. 27 MDP)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provides effective leadership and management consistent with Strategic Plan, MDP, master plans, bylaws, policies, community engagement</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Considers fiscal stability and sustainability</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Fosters collaborative intergovernmental partnerships</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Community Identity &amp; Spirit</b>			
<i>We will build upon our strengths, where together we will create an inclusive, caring community (Strategic Plan and MDP pg. 27)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Promotes and/or enhances residents' identification with Sturgeon County</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>Support and/or collaborate with voluntary organizations in the region</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Environmental Stewardship</b>			
<i>We foster a healthy environment and minimize our impact on ecosystems. (Strategic Plan and MDP pg. 27)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Plans and partnerships that minimize environmental impact on natural areas</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provides awareness of environmental issues impacting the County</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>





# IT'S TIME TO APPLAUD THIS COUNTRY'S VOLUNTEERS

## ***Proclamation***

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WHEREAS, volunteers in Sturgeon County mentor our children, feed our hungry, comfort our most vulnerable, beautify our green spaces, and fundraise for our charitable organizations; and

WHEREAS, Sturgeon County's volunteers come from all walks of life, are of all ages and help in many different ways; and

WHEREAS, the collective result of the work done by our county's volunteers is that Sturgeon County is a more desirable place to live; and

WHEREAS, there is an exhaustive list of organizations in Sturgeon County that rely on volunteers; and

WHEREAS, volunteers play a critical role in our local government, our hospitals, our schools, our parks, community and social services; and

WHEREAS, during this pandemic, volunteers can informally support people who may be vulnerable; however, they need to prioritize their safety and the safety of community members by complying with all Alberta Health Services requirements;

NOW, THEREFORE, I, Alanna Hnatiw, Mayor of Sturgeon County, do hereby proclaim April 19 to 25, 2020, as Volunteer Week, and urge my fellow citizens to recognize the crucial role played by volunteers in our community.

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**Alanna Hnatiw**  
Mayor, Sturgeon County