

**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

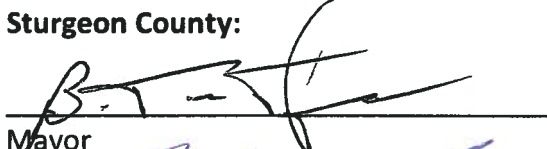
any way be affected or impaired thereby, unless, as a result of such determination, this Agreement would fail in its essential purpose.

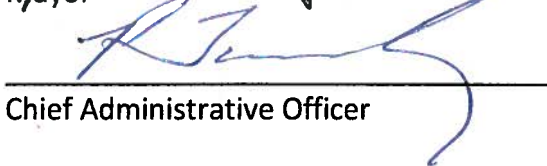
NON-ASSIGNMENT

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

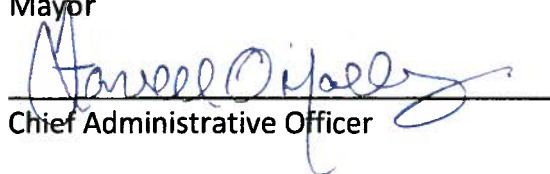
Town of Morinville:


Mayor


Chief Administrative Officer

Town of Gibbons:


Mayor


Chief Administrative Officer

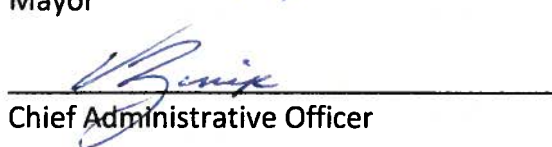
Town of Redwater:


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.