

NEWELL REGIONAL EMERGENCY MANAGEMENT
PARTNERSHIP AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN:

The County of Newell, a Municipal Corporation of the Province of Alberta;

-and-

The Town of Bassano, a Municipal Corporation of the Province of Alberta;

-and-

The Village of Duchess, a Municipal Corporation of the Province of Alberta;

-and-

The Village of Rosemary, a Municipal Corporation of the Province of Alberta;

INTRODUCTION

1. WHEREAS:

- a. The Municipal Corporations of The Newell County, The Town of Bassano, The Village of Rosemary and The Village of Duchess, (referred to hereinafter as “the Parties”) are local authorities situated within the Newell Region, of the Province of Alberta;
- b. Each of the Parties have appointed a Director of Emergency Management (“DEM”) pursuant to the provisions set out in The Emergency Management Act R.S.A. 2000, c E6.8 (“the Act”);
- c. The Parties recognize that many of the local resources controlled by each of the Parties could be required by more than one municipality in order to cope with a Disaster or Emergency that affects one or more of the Parties;
- d. The Parties desire to form a Regional Emergency Partnership for the purpose of emergency planning, preparedness, mitigation, response and recovery;
- 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 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 has issued Ministerial Order No. A:019/20.

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 and the Local Emergency Management Regulation;
 - b. "Assisting Party" means a Party to this Agreement providing aid in the form of resources or services to another Party or Parties to this Agreement;
 - c. "CAO" means a person appointed to that position by the County of Newell Council as per section 205 of the *Municipal Government Act*, RSA, 2000, cM-26
 - d. "Deputy Director of Emergency Management" ("DDEM") means the person responsible for the duties of the Director of Emergency Management (DEM) in the absence of the DEM;
 - e. "Director of Emergency Management" or "DEM" means the person who occupies the position of Rural Fire and Emergency Services Coordinator or equivalent position for the Newell Region and by virtue of a resolution approved by each of the participating Local Authorities, is responsible for the Emergency Management program throughout the Newell Region;
 - f. "Disaster" means an event that results in serious harm to the safety, health or welfare of people, or in widespread damage to property or the environment;
 - g. "Emergency" means a present or imminent 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 or the environment;
 - h. "Emergency Coordination Centre" ("ECC") means the location (including internet based meeting applications) that functions as a point of coordination, addressing the needs of the municipality or the Newell Region as a whole, exercising the authority of the local officials, as well as anticipating and supporting the needs of one (1) or more incident sites;
 - i. "Emergency Social Services" ("ESS") means services including but not limited to Registration and Inquiry during an Emergency, Emergency Food Services, Emergency Lodging, Emergency Clothing and Emergency Personal Services;
 - j. "Local Authority" means, where a municipality has a Council within the meaning of the *Municipal Government Act*, that Council;
 - k. "Minister" means the Minister charged with administration of the Act;

“Newell Region” means the geographic area encompassed by the boundaries of the County of Newell and includes the Town of Bassano, the Village of Duchess and the Village of Rosemary

- l. “Newell Regional Emergency Partnership” (“NREP”) means the Newell Regional Emergency Partnership established by this agreement that has been adopted through by-laws passed by each participating Local Authority.
- m. “Newell Regional Emergency Planning and Coordinating Group” (Planning and Coordinating Group) means the Newell Regional Emergency Planning and Coordinating Group, as established by agreement between and the bylaws of the respective municipal councils of the Parties.
- n. “Parties” means the County of Newell, the Town of Bassano, the Village of Rosemary, and the Village of Duchess;
- o. “Regional Emergency Advisory Committee” (“REAC”) means the Advisory Committee of the Newell Regional Emergency Partnership, as established by this Agreement and the bylaws of the respective municipal councils of the Parties hereto.
- p. “Regional Emergency Management Agency” (“Agency”) means the Newell Regional Emergency Management Agency, as established by this Agreement and the bylaws of the respective municipal councils of the Parties hereto;
- q. “Regional Emergency Management Plan” (“REMP”) means the Newell Regional Emergency Management Plan prepared by the Planning and Coordinating Group for managing potential emergencies or disasters within the Newell Region.
- r. “Requesting Party” means a Party to this Agreement requesting aid in the form of resources or services from another Party to this Agreement.

ESTABLISHMENT OF NEWELL REGIONAL EMERGENCY PARTNERSHIP

- 3. The Councils of each of the Parties to this Agreement have resolved to enter into such Agreements as may be required to establish a Regional Emergency Partnership, including this Agreement.
- 4. The NREP shall be comprised of the Parties to this Agreement and shall include any Local Authorities that subsequently become parties to this Agreement.
- 5. Any Local Authority interested in becoming a member of the NREP shall have the opportunity to request membership by following these procedural steps:
 - a. The interested Local Authority (Applicant) shall contact the REAC to request information regarding the NREP and this Agreement to which all NREP members are Parties;
 - b. The Applicant shall provide the REAC with their written request to become a member of NREP;

- c. The Applicant may ask for such additional information or clarification as it requires, and the REAC shall use its best efforts to address any questions or requests for information made by an Applicant;
 - d. The REAC shall review the application and consider the operational impact of the Applicant joining the NREP;
 - e. Following its review of the application, the REAC shall submit a recommendation to the Councils of each of the Local Authorities within the NREP, that the request of the Applicant be either approved or rejected. The authority to approve or reject the request rests collectively with the Councils of the member Local Authorities. REAC shall then communicate the outcome of the application to the Applicant.
 - f. If approved, each of the member Local Authorities and the Council for the applying Local Authority shall execute the documents required for the requesting Local Authority to become a party to the Agreement.
6. Any costs incurred by the Applicant in seeking to become and/or becoming a member of NREP and a signatory to the Agreement shall be the sole responsibility of the Applicant.
7. Supported by the registration of a Ministerial Order issued pursuant to s. 11.3(1) (b) of the Act, the Parties to this Agreement hereby collectively form a Regional Emergency Partnership for the purposes of emergency planning, preparedness, mitigation, response and recovery.

ESTABLISHMENT OF REGIONAL EMERGENCY ADVISORY COMMITTEE

8. The municipal councils of each of the Parties to this Agreement have passed by-laws to establish the Regional Emergency Advisory Committee (the "REAC"). Upon issuance of a Ministerial Order pursuant to 11.3(1)(b) of the Act, the partner municipalities will, through their respective Regional Emergency Management bylaws, delegate their powers and duties under the Act to the REAC which include the authority to:
- a. cause the REMP or any related plans or programs to be put into operation;
 - b. acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an Emergency or Disaster;
 - c. authorize or require any qualified person to render aid of a type the person is qualified to provide;
 - d. control or prohibit travel to or from any area of the Newell Region;
 - e. provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and co-ordinate emergency medical, welfare and other essential services in any part of the Newell Region;

- f. cause the evacuation of persons and the removal of livestock and personal property from any area of the Newell Region that is or may be affected by an Emergency or Disaster and make arrangements for the adequate care and protection of those persons or livestock and of the personal property;
 - g. authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program;
 - h. cause the demolition or removal of any trees, structures or crops if the demolition or removal is necessary or appropriate in order to reach the scene of a Disaster, or to attempt to forestall its occurrence or to combat its progress;
 - i. procure or fix prices for food, clothing, fuel, equipment, medical supplies, or other essential supplies and the use of any property, services, resources, or equipment within the Newell Region for the duration of the State of Local Emergency;
 - j. authorize the conscription of persons needed to meet an Emergency; and
 - k. authorize any persons at any time to exercise, in the operation of the Regional Emergency Management Plan and related plans or programs, any power specified in Paragraphs (b) through (j) in relation to any part of a municipality within the Newell Region affected by a state of local emergency including as part of a Regional Emergency affecting more than one municipality for which a declaration of State of Local Emergency has been made.
9. The REAC shall consist of municipal councillors appointed by each of the Parties, with each municipality appointing one member, each of whom shall have one vote regarding any matter coming before the REAC. Each party shall also appoint at least one alternate council member to the REAC to attend and vote when the serving member is unable to do so. Notwithstanding the foregoing however, all Councillors of all member municipalities shall be entitled to attend REAC meetings.
 10. Any member of the REAC may withdraw their membership from NREP 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. No member of NREP shall be permitted to withdrawn from this Agreement during a declared state of local emergency or Disaster.
 11. All assets of NREP shall remain with NREP and the withdrawing party shall not be entitled to any assets (property, vehicles, equipment, plans, studies, intellectual property, etc.) when leaving.
 12. The REAC shall meet a minimum of twice each year and shall have the option of calling special meetings of the REAC on an as need basis, upon fourteen (14) days advance notice to all members of the REAC. The DEM which has been appointed by each municipality, or his or her alternate shall attend all meetings. In the event of a pending or imminent Emergency, no notice shall be required to call a special meeting of the REAC. The DEM or his / her alternate together with support staff shall use their best efforts to be present at all meetings despite no notice having been provided. The DEM and/or the DDEM appointed respectively by the Parties shall be responsible for reporting to

the respective municipal councils to ensure that strong communication is maintained and to ensure transparency of the NREP.

13. Agendas for all upcoming regular meetings of the REAC shall be distributed to all members a minimum of two (2) weeks prior to the scheduled date of the meeting, to provide sufficient opportunity for the members to review and prepare. A standing agenda item of the REAC shall be a presentation from the Planning and Coordinating Group to provide the REAC with relevant information regarding the development and implementation of Regional Emergency Management Plans, programs and policies.
14. Minutes shall be kept at each of the REAC meetings and shall be circulated to all REAC members and/or their alternates and the DEM from each municipality within fourteen (14) days of the meeting.
15. For regular meetings and business, three (3) REAC members shall constitute a quorum of the REAC and a motion or resolution of the REAC may only be passed by an affirmative vote of the majority of the members voting on the motion or resolution.
16. The REAC shall have the authority to alter, establish and implement rules to govern the conduct of their meetings from time to time, subject to the approval of the majority of the REAC members.
17. The REAC may seek the advice of agency staff and others as deemed appropriate; but such advisors will have no right to vote on matters coming before the REAC and such advice is not binding. Advisors may include, but not be limited to, DDEM's, the Department Head of any of the Parties' Department of Protective Services, or its equivalent, or representatives from such organizations as the RCMP, Emergency Social Services, Alberta Health Services, Public Utilities, the Alberta Energy Regulator, Alberta Environment, and School Divisions, Industry or others.
18. The REAC shall oversee and approve activities of emergency planning, preparedness, mitigation, response and recovery within the Newell Region. The REAC may create policy related to planning, preparedness, mitigation, response, recovery and the operation of NREP.
19. The REAC shall also cause to be developed and approve a Regional Emergency Management Plan which shall meet the requirements of the Act.
20. The plan will be reviewed by the REAC once a year and at a minimum the plan shall meet requirements of the Act including training and exercise requirements, and plan reviews.

ESTABLISHMENT OF PLANNING AND COORDINATING GROUP

21. Each of the Parties to this Agreement have passed bylaws which in addition to establishing the NREP, also provide for establishing the Planning and Coordinating Group, which will guide the creation, implementation and evaluation of NREP plans and programs as well as set the direction for the Regional Emergency Management Agency and any of its sub-groups.

22. The Planning and Coordinating Group shall consist of the DEM appointed by each of the Parties to this Agreement, and the DDEM's of the County of Newell, the Town of Bassano, the Village of Duchess, and the Village of Rosemary, along with the South-Central Alberta Field Officer of the Alberta Emergency Management Agency or designate, or equivalent that has been appointed by the Government of Alberta. Despite a vacancy in any of these positions from time to time, the Planning and Coordinating Group shall continue to exist. Unless otherwise designated by their respective Municipal Councils, the DDEM appointed by the Parties will be that municipality's CAO.
23. The Planning and Coordinating Group may seek the advice of agency staff and others as deemed appropriate, to afford the Planning and Coordinating Group access to their expertise.
24. The Planning and Coordinating Group is also responsible for coordinating all emergency services and resources used in an Emergency and will create and maintain a management process for all events.
25. The Planning and Coordinating Group shall establish a regular meeting schedule subject to the requirement that meetings shall be held on a quarterly basis, at a minimum. The Planning and Coordinating Group shall have the ability to call special meetings on an as needed basis upon fourteen (14) days prior written notice to each of the members. In the event of a pending or imminent Emergency, no notice shall be required to call a special meeting of the Planning and Coordinating Group. All members shall use their best efforts to be present at all meetings despite no notice having been provided.
26. The Planning and Coordinating Group shall have the authority to alter, establish and implement rules governing the conduct of its meetings from time to time, subject to the approval of the majority of the group members.
27. The Planning and Coordinating Group shall report to the REAC at each REAC meeting to provide their comments and input with respect to the design, creation, implementation and evaluation of Regional Emergency Management Plans, programs and policies. The Planning and Coordinating Group shall also have the option of presenting information to any of the Parties to this Agreement directly where it deems appropriate to do so.
28. The DEM shall be responsible for performing those duties, powers and functions set out in s.11.2 (2) of the Act.
29. The Planning and Coordinating Group may hire staff, consultants and other workers as approved by the REAC.

ESTABLISHMENT OF NREP AGENCY

30. Each of the Parties to this Agreement have passed bylaws to create the Regional Emergency Management Agency, which will act as the Operational Agent for the Parties hereto in exercising the powers and duties of the Parties under the Act. Agency staff include the Chief Administrative Officers or designate from each of the parties as well as the DEM and DDEMs for each of the parties.

- a. The following agencies are also invited to attend and participate in Agency meetings and events:
 - i. RCMP - Bassano, and Brooks
 - ii. Fire – All Fire Departments operating within the Newell Region
 - iii. Dispatch Service Provider
 - iv. Enforcement Services
 - v. Newell Public Works
 - vi. Newell Regional Utility Manager
 - vii. Electrical & Natural Gas Utility service providers
 - viii. AHS - Facilities Manager, Public Health and Emergency Medical Services
 - ix. FCSS & ESS
 - x. Public Information Officer
 - xi. Superintendent of Schools
 - xii. Neighboring municipalities and communities – Rocky View County, Kneehill County, and Siksika First Nation
 - xiii. Major Industry
 - xiv. Seniors Housing and Care Facility Agencies / Alberta Municipal Affairs and Housing
 - xv. Eastern Irrigation District
 - xvi. Commercial Vehicle Enforcement
 - xvii. Local Search and Rescue Organizations
 - xviii. Others who may assist in the process as approved by the Agency
31. The Agency shall also utilize key staff of the Parties to this Agreement as well as partners identified in the Regional Emergency Management Plan, or any other external agencies or services as may be deemed necessary at the time of an Emergency.
32. The Agency shall dedicate itself to networking and fostering relationships between various sub groups, agencies and organizations involved in emergency response and to increasing understanding between such groups, agencies and organizations of their respective roles and how best they may work together to achieve common goals in the event of an Emergency.
33. Staff and resources of the Parties, as outlined in the NREP Emergency Management Aid Agreement, shall be available to the Agency during Emergency operations.
34. 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 Newell Region or to provide services within the Newell Region to individuals from outside of the Newell Region. Response to those incidents will:
 - a. Be committed only after an assessment of what resources can reasonably be freed without endangering the Newell Region and its residents.
 - b. Be committed only 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 NREP has been able to arrange for reasonable care.

- c. Request a tasking number from the Provincial Operations Centre or Office of the Fire Commissioner.
- d. Costs for resources will be recovered from the requesting Organization. Costs for those services will be billed according to the policy of each individual department or party.

EMERGENCY COORDINATION CENTRE (ECC)

- 35. A primary and backup Emergency Coordination Centre (ECC) will be established by the Planning and Coordinating Group and shall be maintained in accordance with the Regional Emergency Management Plan.
- 36. Responders designated to activate by the Planning and Coordinating Group may activate the ECC in accordance with current procedures.

PREPAREDNESS

- 37. Public education or public awareness programs may be undertaken within the Newell Region.
- 38. Key senior management, supervisory and support staff of each of the Parties to this Agreement will be assigned Emergency operations roles.
- 39. Personnel will be provided with training to fulfill their designated Emergency operations.
- 40. A list of all personnel assigned / trained for emergency operations roles, along with their contact information, shall be maintained within the NREP. This list will also be maintained in the dispatch Communication Centre. This list will be utilized for ECC activations.

RESPONSE

- 41. Once the ECC has been activated, the DEM or DDEMs that are members of the Agency may serve as DEM for the incident. Whenever possible, the DEM shall fill that role, however, in the event of an Emergency within or affecting a municipality within the Newell Region, the First DEM or DDEM to the ECC will initially serve as DEM for the incident. When the DEM or other DEMs arrive at the ECC, they will jointly decide who will take the lead role in the ECC. The DEM and DDEMS from the Agency may rotate through the role of DEM for the ECC.
- 42. In the event that the primary DEM from any municipality is unable to act as DEM in the ECC, the following persons, in order of priority, shall be responsible for adopting that role:
 - a. If the DEM has specifically identified someone to adopt the role in their absence, that person shall have first priority to assume the role of DEM in the ECC;
 - b. If the DEM is away and has not identified someone to adopt the role, the Deputy Director of Emergency Management for the primary local authority involved in responding to the emergency shall have next priority to assume the role of DEM in the ECC; or

- c. If no person has been appointed by the primary DEM and the DDEM is unavailable, the first available DEM or DDEM from any other municipality shall be responsible for adopting the role of DEM or DDEM in the ECC.

HAZARD IDENTIFICATION AND RISK ASSESSMENT

- 43. A regional hazard assessment shall be undertaken by or on behalf of the NREP to establish priorities for mitigation strategies and preparedness.
- 44. Results of any individual municipal risk assessments conducted shall be shared with the REAC and the Planning and Coordinating Group as a whole to identify commonalities among the Parties and identify opportunities for shared mitigation programs.

MITIGATION OF RISK

- 45. In response to any identified risk, the Council of any one of the Parties may direct that:
 - a. A program be established to mitigate the risk within their boundaries;
 - b. A program be jointly undertaken by one or more of the Parties to mitigate the risk; or
 - c. No action be taken where the Council believes that the cost of mitigation is greater than the potential benefit, the benefit is not achievable, or such other reasons as the Council may deem appropriate.

RECOVERY

- 46. Recovery programs and business continuity efforts undertaken by the Agency shall be prioritized to accomplish the greatest good for the most people.

INSURANCE & INDEMNITY

- 47. It is understood and agreed that the Assisting Party shall not be liable for any penalties, damages or losses whatsoever for delay or failure to respond to any request for aid or for any breach of this Agreement committed by the Assisting Party, notwithstanding that the penalties, damages or losses may result wholly or partially from the negligence of the Assisting Party.
- 48. The Requesting Party, or the municipality in which an Emergency or Disaster occurs, shall indemnify and save harmless the Assisting Party(ies) for damage to or loss of any apparatus or equipment which is the result of the Assisting Party(ies) providing assistance.
- 49. The Requesting Party, or the municipality in which an Emergency or Disaster occurs, hereby remises, releases and discharges the Assisting Party(ies), its/their successors and assigns of and from all manner of actions, causes of action or claims and demands of every nature or kind which the Requesting Party or the municipality in which the Emergency or Disaster occurred may have against

the Assisting Party(ies) by reason of any breach of this Agreement on the part of the Assisting Party(ies) notwithstanding any negligence on the part of the Assisting Party(ies).

50. Notwithstanding anything to the contrary in this Agreement, no Party shall have any liability to any other Party:
- a. With respect to their respective obligations under this Agreement or otherwise for consequential, indirect, exemplary or punitive damages even if they have been advised of the possibility of such damages; and
 - b. For any losses, claims, demands, actions, payments, judgments, costs or expenses whatsoever that a Party may incur due to the other Party's refusal or inability to provide assistance.
51. 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.
52. 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

53. 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 five (5) years thereafter, or until such time as the Parties mutually agree otherwise (the "Term").
54. Unless a party gives written notice to the contrary no later than 90 days prior to the expiry of the Term or any renewal Term, as the case may be, the Term of this Agreement shall be automatically renewed for successive periods of five (5) years and all of the terms of this agreement shall remain in force.

GOVERNING LAW

55. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

SEVERABILITY

56. 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

57. No party may assign its rights under this Agreement without the prior written consent of all of the other Parties hereto.

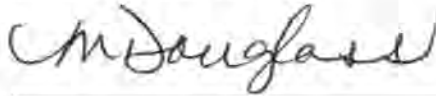
HEADINGS

58. Article Headings do not form part of this Agreement and are included solely for the convenience of reference.

COUNTERPARTS

59. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON BEHALF OF THE PARTICIPATING MUNICIPALITIES, BY THE HANDS OF THEIR OFFICERS DULY AUTHORIZED IN THAT BEHALF AND UNDER EACH MUNICIPAL SEAL AFFIXED:



Molly Douglass, Reeve
Newell County

2020-11-02


Date



Ron Wickson, Mayor
Town of Bassano

November 2, 2020

Date


Mayor, Village of Dutchess
Date

Bill Marshall, Mayor
Village of Rosemary

2020-11-02

Date