



BYLAW

Bylaw Number: **948/25**

Bylaw Name: **Regional Emergency Management Bylaw**

A BYLAW OF THE TOWN OF BASSANO, IN THE PROVINCE OF ALBERTA, TO ESTABLISH A REGIONAL EMERGENCY ADVISORY COMMITTEE, AGENCY, AND PLANNING AND COORDINATING GROUP THAT INCLUDES THE COUNTY OF NEWELL, THE TOWN OF BASSANO, THE VILLAGE OF DUCHESS, THE VILLAGE OF ROSEMARY AND THE CITY OF BROOKS:

WHEREAS:

- A. The Town of Bassano is responsible for the direction and control of its emergency response and is required under the *Emergency Management Act*, Chapter E-6.8, RSA 2000, and the Local Authorities Emergency Management Regulation (203/2018) to appoint an Emergency Advisory Committee and to establish and maintain a Municipal Emergency Management Agency.
- B. It is desirable and in the public interest, and in the interests of public safety, that such a Committee be appointed, and such an Agency be established and maintained to carry out Council's statutory powers and obligations under the said *Emergency Management Act*.
- C. It is desirable in the public interest, and in the interests of public safety that a regional emergency management group be formed to coordinate a regional emergency approach and programs.
- D. The municipalities of the Newell Region wish to establish a Regional Emergency Advisory Committee, a Regional Emergency Management Agency, and a Regional Emergency Planning and Coordinating Group.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE TOWN OF BASSANO, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1. This Bylaw may be cited as the "Regional Emergency Management Bylaw".
- 2. In this Bylaw the following words and terms shall have the following meanings:
 - (a) "Act" means the Emergency Management Act, Chapter E-6.8, RSA 2000 and the Local Emergency Management Regulation

- (b) "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;
- (c) "Council" means the Council of the Town of Bassano;
- (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" (DEM) means the person who occupies the position of Newell Regional Fire Chief 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) "Local Authority" means, where a municipality has a council within the meaning of the *Municipal Government Act*, Chapter M-26, RSA 2000, that council;
- (j) "Minister" means the Minister charged with administration of the Act;
- (k) 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, The Village of Rosemary, and The City of Brooks
- (l) "Newell Regional Emergency Partnership" (NREP) means the Newell Regional Emergency Partnership established by agreement that has been adopted and is attached as Schedule "A" to the approving bylaws passed by the respective municipal councils of the Parties;
- (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 Duchess, The Village of Rosemary and The City of Brooks.
- (o) "Regional Emergency Advisory Committee" (REAC) means the Advisory Committee of the Newell Regional Emergency Partnership as established by agreement which has been authorized through bylaws approved by the Parties.
- (p) " Regional Emergency Management Agency" (the Agency) means the Newell Regional Emergency Partnership Agency as established by Agreement between and the bylaws of the respective municipal councils of the Parties.
- (q) "Regional Emergency Management Plan" means the Newell Regional Emergency Management Plan prepared by the Planning and Coordinating Group for managing potential emergencies or disasters within the Newell Region.

3. ESTABLISHMENT OF REGIONAL EMERGENCY MANAGEMENT

- (a) Council agrees in accordance with the NREP, to establish the Regional Emergency Advisory Committee (REAC) to advise Council on the development of emergency plans and programs. This bylaw in conjunction with other related bylaws approved by the Parties establishes the Regional Emergency Advisory Committee.
- (b) Council agrees through the NREP, to establish a Planning and Coordinating Group whose role is to assist and provide administrative support for the REAC in the creation, implementation and evaluation of NREP plans and programs and setting direction for the NREP Agency and any of its sub groups. This does not include the power to declare, renew or terminate a state of local emergency.
- (c) Council agrees in accordance with the NREP, to establish the Agency to act as the agent of Council in exercising its statutory powers and obligation under the Act. This does not include the power to declare, renew or terminate a state of local emergency, nor the powers contained throughout Section 9.2 of this Bylaw.

4. ROLE OF COUNCIL

4.1 Council shall:

- (a) by resolution, appoint one (1) of its members to serve on the REAC and at least one (1) member as an alternate;
- (b) provide for the payment of expenses of its member(s) of the REAC;
- (c) ensure that emergency plans and programs are prepared to address potential

emergencies or disasters in the Town of Bassano and the NREP Region;

- (d) approve the Regional Emergency Management Plans and Programs as they relate to the Town of Bassano and the NREP Region;
- (e) review the status of the Regional Emergency Management Plan and related plans and programs at least once a year;
- (f) by resolution appoint as the DEM the person that occupies the position of Newell Regional Fire Chief, or equivalent position as may be revised from time to time and
- (g) by resolution appoint one (1) or more DDEM.

4.2 Council may:

- (a) by bylaw that is not advertised, borrow, levy, appropriate and expend all sums required for its share of the operation of the Agency; and
- (b) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs including mutual aid plans and programs.

5. REAC STRUCTURE AND DUTIES

5.1 REAC Structure:

- (a) The REAC shall be comprised of municipal Councillors (preferably the Chief Elected Official) representing each of the Parties, with each municipality appointing one (1) primary member, each of whom shall have one (1) vote regarding any matter coming before the REAC;
- (b) Each municipality shall also appoint one (1) alternate member to the REAC who shall be permitted to vote in the absence or in place of the primary member;
- (c) The Chair of the REAC shall be elected annually by the members of the REAC after the annual organizational meetings of the Parties have been held.
- (d) Quorum is a minimum of four (4) members. Decisions are based on simple majority of members present;
- (e) Meetings of the REAC may be held at the call of the chair and must be held at least once annually.

5.2. REAC Role:

- (a) Review the Regional Emergency Management Plan and related plans and programs on a regular basis;
- (b) Make the Emergency Management Plan available to the Alberta Emergency Management Agency for review and comment;
- (c) Advise Council, duly assembled, on the status of the Regional Emergency Management Plan and related plans and programs at least once each year.
- (d) Provide guidance and direction to the Agency;
- (e) After emergency or disaster events and related recovery periods have passed, the REAC shall meet to assess outcomes and recommend changes (if any) that the Agency should consider in preparation for future events.

6. AGENCY STRUCTURE AND ROLE

Council agrees that a single Agency shall be established to oversee the management of all disaster events, regardless of whether the scope is contained within the boundary of any one of the participating Local Authorities, or extends across the boundary in a way that may impact more than one, or potentially all of the Local Authorities that are a partner to this agreement.

6.1 The Agency structure is intended to provide flexibility and may be adapted to manage the needs of disaster events that range from an event contained within the boundaries of one of the Local Authorities to larger events that may impact more than one, or all of the Local Authorities. Members of the Agency shall include those listed in (a) through (c) below and may include others referenced paragraph (d) below

- (a) The DEM;
- (b) The individual DDEM's that have been appointed by each municipality that is a member of NREP.
- (c) If the DDEM appointed is not the CAO, then the CAO is a member of the Agency.
- (d) The Agency may request that the following persons advise the Agency on either a standing or as needed basis for each period of time that the Agency deems appropriate:
 - i. The Chief Elected Official of each of the Parties;
 - ii. RCMP Detachment Commander or designate;

- iii. Fire Chiefs or designates for department providing service for the Local Authority or the affected area;
- iv. Newell and District Emergency Medical Services Association Manager or designate;
- v. Enforcement Services Supervisor or designate;
- vi. The Family and Community Support Services Director having responsibility for the affected Local Authority or their designate;
- vii. Public Works Supervisor that has responsibility for the affected Local Authority or their designate;
- viii. Utility Manager that has responsibility for the affected Local Authority or their designate;
- ix. Emergency Public Information Officers that has responsibility for the affected Local Authority or their designates;
- x. Emergency Social Services Manager that has responsibility for the affected Local Authority or their designate;
- xi. Alberta Health Services representatives or designates;
- xii. School Superintendent or designate;
- xiii. Disaster Social Services Managers or designates;
- xiv. Representative(s) from adjacent municipalities or First Nations;
- xv. Representatives from local business;
- xvi. Representatives from local industry or industrial associations;
- xvii. Representatives from Alberta Municipal Affairs;
- xviii. Representatives from local utility companies; and
- xix. Anybody else who might serve a useful purpose in the preparation or implementation of the Regional Emergency Management Plan.

6.2 Agency Role is as follows:

- (a) The Agency shall meet a minimum of once per year for the purpose of reviewing emergency management plans and providing an update on the Agencies activities;
- (b) The Agency shall ensure that the command, control and coordination system prescribed by the Managing Director of the Alberta Emergency Management Agency will be used by the local authority's Agency in the event of an Emergency.
- (c) The Agency shall make the emergency plan available to the Alberta Emergency Management Agency for review and comment annually.

7. PLANNING AND COORDINATING GROUP

7.1 The NREP Planning and Coordinating Group shall:

- (a) Consist of the DEM, the DDEM appointed by each of the individual Parties, and the Administrative staff member or CAO who provides administrative oversight for the Emergency Management Function. Despite a vacancy in any of these positions from time to time, the Planning and Coordinating Group shall continue to exist;
- (b) Provide administrative support for and assist the REAC with the creation, implementation and evaluation of Regional Emergency Management Plans and programs for the NREP Region;
- (c) Determine the direction of the Agency and any of its sub groups;
- (d) Coordinate all emergency services and other resources used in an emergency;
- (e) Ensure that in the event of an emergency, an individual or group of individuals is designated under the Regional Emergency Management Plan to act, on behalf of the Agency. The designation of an individual or group of individuals to act on behalf of the Agency shall be guided by the following:
 - i. Once an ECC has been activated, the DEM or any one of the DDEMs that are members of the Agency may serve as DEM for the incident. Whenever possible, the DEM or DDEM from the impacted municipality shall fill that role. The intent is to ensure that there is leadership in the ECC while the DEM may be on route to the ECC, or the DEM is away or not available for whatever reason;
 - ii. In the event of an Emergency within the NREP Region, the first DEM or DDEM to the ECC will serve as DEM for the incident. As other DEMs arrive at the ECC, they will jointly decide who will take the lead role. DEM and DDEMs from the Agency may rotate through the role of DEM for the ECC;

- (f) Ensure someone is designated to discharge the responsibilities specified in paragraphs b, c, d, and e.

8. AUTHORITY AND POWERS

- 8.1. In the event of an Emergency within the Newell Region, the authority and powers to declare or renew a state of local emergency under the Act, the authority and powers specified throughout Section 9.2 of this Bylaw, and the requirements specified throughout Section 9.1 and in section 9.5 of this Bylaw are hereby delegated to the REAC. The REAC may at any time when it is satisfied that an emergency exists or may exist, by resolution, make a declaration of a state of local emergency. Whenever possible, this resolution should be made by the REAC which includes at least one (1) member or alternate from each municipality affected.
- 8.2. In the event of an emergency entirely within the boundaries of and affecting only the Town of Bassano and the REAC cannot be reached or convened in a timely manner, the authority and power to declare or renew a state of local emergency under the Act; the authority and powers specified throughout Section 9.2 of this Bylaw; and the requirements specified throughout Section 9.1 and in section 9.6 of this Bylaw are hereby delegated to a local municipal committee that is comprised of the Mayor, or any two (2) or more Councillors of the affected municipality. The local municipal committee may, at any time when it is satisfied that an emergency exists or may exist, by resolution, make a declaration of a state of local emergency that is limited to that municipality.

9. STATE OF LOCAL EMERGENCY

- 9.1. When a state of local emergency is declared, the REAC or the Local Authority making the declaration shall:
 - (a) ensure that the declaration identifies the nature of the emergency and the area in which it exists;
 - (b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the area affected; and
 - (c) forward a copy of the declaration to the Minister forthwith.
- 9.2. Subject to Section 9.1, when the REAC or Local Authority has declared a state of local emergency, the REAC or Local Authority may, for the duration of that State of Local Emergency, do all acts and take all necessary proceedings including the following:
 - (a) cause the Regional Emergency Management Plan or any related plans or programs to be put into operation;
 - (b) acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster;

- (c) authorize or require any qualified person to render aid of a type the person is qualified to provide;
- (d) control or prohibit travel to or from any area within the Newell Region;
- (e) provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and coordinate 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 a disaster and make arrangements for the adequate care and protection of those persons or livestock and of the personal property;
- (g) authorize the entry into any buildings or 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 9.2(a) through 9.2(j) of this Section in relation to any part of the municipality affected by a declaration of a state of local emergency including as part of a Regional Emergency affecting more than one (1) municipality for which a declaration of State of Local Emergency was made under Sections 8.1 or 8.2.

9.3 When a State of Local Emergency has been declared and the impact of an event is contained within the boundaries of one Local Authority, all costs incurred that are outside the scope of the approved budget for the Local Authority will be funded by the Local Authority where the event occurred. In cases where an event spreads beyond the Local Authority's boundary to encompass areas beyond, costs incurred will be shared on a proportionate basis that shall be determined by the REAC. The basis for the cost sharing determined by the REAC may include; proportionate share of total geographic area involved, proportionate share of population impacted, proportionate share of the assessed value of property impacted, or some other to be determined factor or combination of factors agreed

upon by the REAC.

- 9.4 In accordance with Section 28 of the Act, no action lies against a Local Authority or person acting under the Local Authority's direction or authorization for anything done or omitted to be done in good faith while carry out a power or duty under this Act or in the regulations during a state of local emergency.
- 9.5 In accordance with Section 535(2) of the Municipal Government Act, Councillors, Council committee members, municipal officers and volunteer workers are not liable for loss or damage caused by anything said or done or omitted to be done in good faith in the performance or intended performance of their functions, duties, or powers under the Municipal Government Act or any other enactment.
- 9.6 When in the opinion of the Local Authority in which the state of local emergency was declared, or the REAC, as the case may be, an emergency no longer exists, the Local Authority or the REAC shall, by resolution, terminate the declaration.
- 9.7 A declaration of a state of local emergency is considered terminated and ceases to be of any force or effect when:
- (a) a resolution is passed under Section 9.6;
 - (b) a period of seven days has lapsed since it was declared, unless it is renewed by resolution;
 - (c) the Lieutenant Governor in Council makes an order for a state of emergency for the same area; or
 - (d) the Minister cancels the state of local emergency for the affected area.
- 9.8 When a declaration of a state of local emergency has been terminated, the REAC or the Local Authority who made the declaration shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the population of the area affected.

10. AGREEMENTS & POLICIES

- 10.1 The REAC is delegated the authority to enter into an Emergency Management Mutual Aid Agreement with another regional group or single municipality. The decision for the REAC to enter into a mutual aid agreement must be approved by unanimous vote of all members of the REAC. The Parties shall be permitted to vote in person or by way of fax, conference call, email, or an online meeting system.
- 10.2 The REAC is delegated the authority to create policies relating to the emergency preparedness, mitigation, response, recovery and the operation of the Regional Emergency Partnership and the Agency.

11. SEVERABILITY

If any section or sections of this Bylaw or parts thereof are found in any court or law to be illegal or beyond the power of Council to enact, such Section or Sections or parts thereof shall be deemed to be severable and all other Sections or parts of the Bylaw shall be deemed separate and independent therefrom and to be enacted as such.

12. COMING INTO FORCE

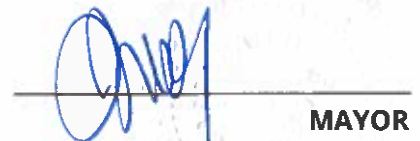
This Bylaw hereby rescinds Bylaw 903/20 and shall come into force and effect upon third and final reading.

12.1 Read a first time this 23 day of June 2025.

12.2 Read a second time this 15 day of June September.

12.3 READ a third and final time this 15 day of September 2025.

TOWN OF BASSANO



MAYOR



CHIEF ADMINISTRATIVE OFFICER

Schedule "A"

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;

-and-

The City of Brooks, 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, are local authorities situated within the Newell Region, of the Province of Alberta which formed a Newell Regional Emergency Management Partnership through Bylaws passed by each original Partner Municipality in 2020;
- b. In 2025, the City of Brooks requested approval to enter this Regional Emergency Management Partnership and the original partners have hereby approved the request;
- c. Each of these Municipal Corporations (referred to hereinafter as "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");
- d. 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;

- e. The Parties desire to form a Regional Emergency (Management) Partnership for the purpose of emergency planning, preparedness, mitigation, response and recovery;
- f. 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
- g. The Minister responsible for the Act previously issued Ministerial Order No. A:019/20 and the parties commit to apply for an updated Ministerial Order upon approval of this Agreement.

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 and/or services to another Party or Parties to this Agreement;
 - c. "CAO" means a person appointed to that position by a partnering municipal 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 Newell Regional Fire Chief 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 incident/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 incident/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;
- l. "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, the Village of Rosemary, and the City of Brooks;
- m. "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;
- n. "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;
- o. "Parties" means the County of Newell, the Town of Bassano, the Village of Rosemary, the Village of Duchess, and the City of Brooks.
- p. "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;
- q. "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;
- r. "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;

- s. "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.
5. 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

6. 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 an updated 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.
7. The REAC shall consist of Municipal Councillors (preferably the Chief Elected Official) 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.
8. 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 withdraw from this Agreement during a declared state of local emergency or Disaster.
9. 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.
10. 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.

11. 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.
12. 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.
13. For regular meetings and business, four (4) 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.
14. 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.
15. 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.
16. 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.
17. The REAC shall also cause to be developed and approve a Regional Emergency Management Plan which shall meet the requirements of the Act.
18. 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

19. 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.
20. 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, the Village of Rosemary, and the City of Brooks 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. The DEM shall be responsible for performing those duties, powers and functions set out in s.11.2 (2) of the Act.
27. The Planning and Coordinating Group may hire staff, consultants and other workers as approved by the REAC.

ESTABLISHMENT OF NREP AGENCY

28. 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 –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. Public Works and Utility Service Staff from Bassano, Duchess, Rosemary and Brooks
 - xix. Others who may assist in the process as approved by the Agency

29. 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.
30. 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.
31. Staff and resources of the Parties to this Agreement shall be available to the Agency during Emergency operations.
32. 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)

- 33. 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.
- 34. Responders designated to activate by the Planning and Coordinating Group may activate the ECC in accordance with current procedures.

PREPAREDNESS

- 35. Public education or public awareness programs may be undertaken within the Newell Region.
- 36. Key senior management, supervisory and support staff of each of the Parties to this Agreement will be assigned Emergency operations roles.
- 37. Personnel will be provided with training to fulfill their designated Emergency operations.
- 38. A list of all personnel assigned / trained for emergency operations and/or coordination in support of operations 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

- 39. 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 DDEMs 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.

40. 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

41. A regional hazard assessment shall be undertaken by or on behalf of the NREP to establish priorities for mitigation strategies and preparedness.
42. 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

43. 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

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

INSURANCE & INDEMNITY

45. 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.
46. 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.
47. 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).
48. 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.
49. 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.
50. 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

51. 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").
52. Unless a party gives written notice to the contrary no later than twelve months (12) 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

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

SEVERABILITY

54. 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

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

HEADINGS

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

COUNTERPARTS

57. 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:

Arno Doerksen, Reeve
Newell County

Date

Irv Morey, Mayor
Town of Bassano

Date

Tony Steidel, Mayor
Village of Duchess

Date

C. Nielson Mayor
Village of Rosemary

Date

John Petrie, Mayor
City of Brooks