

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW 1281-15**

**A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA
BEING A BYLAW FOR THE PURPOSE TO ESTABLISH A REGIONAL EMERGENCY MANAGEMENT
REGION.**

SMOKY LAKE COUNTY - Bylaw No. 1277-15
a Municipal Corporation, in the Province of Alberta
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE - Bylaw 005-15
a Municipal Corporation, in the Province of Alberta
Box 460
56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0

OF THE SECOND PART

AND

VILLAGE OF WASKATENAU - Bylaw 649/2015
a Municipal Corporation, in the Province of Alberta
Box 99
Waskatenau, Alberta T0A 3P0

OF THE THIRD PART

AND

VILLAGE OF VILNA - Bylaw 512-15
a Municipal Corporation, in the Province of Alberta
Box 10
Vilna, Alberta T0A 3L0

OF THE FOURTH PART

WHEREAS, the Municipal Corporations of **Smoky Lake County, Town of Smoky Lake, Village of Waskatenau, and Village of Vilna** (referred to hereinafter as "the Parties") are local authorities situated within the Smoky Lake Region, in the Province of Alberta;

WHEREAS, each of the Parties have appointed a Director of Emergency Management pursuant to the provisions set out in the *Emergency Management Act R.S.A. 2000, c. E-6.8*;

WHEREAS, 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;

WHEREAS, the Parties desire to form an **Emergency Management Region** for the purposes of emergency planning, preparedness, mitigation, response and recovery; and

NOW THEREFORE the Parties hereto agree as follows

1. **Definitions:**

For the purpose of this **Agreement**, the following words and terms shall have the following meanings:

- 1.1 **"Act"** means The Emergency Management Act of Alberta, Chapter E-6.8, Revised Statutes of Alberta 2000 and amendments thereto.
- 1.2 **"DEM"** means the person designated by each of the Parties as the Director of Emergency Management, responsible for emergency preparedness and response, within their respective municipalities.
- 1.3 **"Disaster"** means an event that results in serious harm to the safety, health or welfare of people, widespread damage to property, or a disaster as defined by the Act, or the regulations passed thereunder.
- 1.4 **"DSS"** means Disaster Social Services: Registration and Inquiry, Emergency food services, Emergency lodging, Emergency clothing and Personal services.
- 1.5 **"EOC"** means Emergency Operations Centre.
- 1.6 **"Emergency"** means an event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property.
- 1.7 **"NGO"** means a Non-Government Organization.
- 1.8 **"REP"** means Regional Emergency Plan, an application for evaluation of regional municipal emergency preparedness and the development of regional emergency preparedness plans.
- 1.9 **"Agency"** means the body under this agreement to act as the agent of the local authorities in exercising the local authority's powers and duties under the act.
- 1.10 **"Regional Emergency Manager"** means the person appointed by the Smoky Lake County who is delegated the responsibility for planning, preparedness and mitigation on behalf of the regions Director(s) of Emergency Management and who shall facilitate coordination of planning for response to regional or inter-municipal disasters or emergencies.

2. **Establishment of Smoky Lake Emergency Management Region Plan**

- 2.1 The Municipal Councils of each of the Parties to this Agreement have resolved to enter such Agreement as may be required to establish an Emergency Management Region Plan.

3. **Establishment of Smoky Lake Emergency Management Region Committee**

- 3.1 The Municipal Councils of each of the Parties to this Agreement have passed bylaws authorizing their participation in the Smoky Lake Regional Emergency Management Region and the Committee will then be empowered to fulfill the Parties' responsibilities under the Act, and as outlined in **Schedule "A"**.
- 3.2 The Committee shall consist of municipal Councillor(s) appointed by each of the Parties, with each municipality having one vote regarding any matters coming before the Committee. Each party shall also appoint at least one alternate Council member to the Committee to attend and vote when the serving member is unable to do so.

- 3.3 Four (4) Committee members shall constitute a quorum of the Committee and a motion or resolution of the Committee may only be passed by an affirmation vote of the majority of the members voting on the motion or resolution.
- 3.4 In addition, the Committee may seek the advice of the Agency, but such advisors will have no right to vote on matters coming before the Committee. Agency may include, but not be limited to, the Department Head of any of the Parties Department of Protective Services, or its equivalent, or representatives from such organizations as:
- The Royal Canadian Mounted Police, Disaster Social Services, Alberta Health Services, Emergency Medical Services, Public Utilities, Energy Resources Conservation Board, Alberta Environment, and School Divisions, Industry or others. Referenced in **Schedule "D"**.
- 3.5 The Committee shall be considered as non operational and will act in an Advisory Capacity.
- 3.6 The Committee shall ensure the development of a Regional Emergency Management Plan which shall meet the requirements of the Act.

4. **Establishment of Smoky Lake Emergency Management Region Agency**

- 4.1 Each of the parties shall continue to have a "Director of Emergency Management" who shall be responsible for performing those duties, powers and functions set out in s. 11.2 (2) of the Act, with advice and assistance from the "Regional Emergency Manager." The Regional Emergency Manager shall be an employee of the Smoky Lake County. The acting DEM will have the authority to appoint a DEM or designate or transfer command to another regional DEM or Alternate. Further details regarding the Regional Emergency Manager position are set out and incorporated in **Schedule "B"**, attached hereto.
- 4.2 The Agency shall also utilize key staff of the Parties to this Agreement as well as partners identified in the Smoky Lake Regional Emergency Management Plan, or any other external agencies or services as may be deemed necessary at the time of an emergency.
- 4.3 Staff and resources of the Parties, as outlined in the Smoky Lake Regional Emergency Management Mutual Aid Agreement shall be available to the Agency during Emergency operations, as per **Schedule "C"**.

5. **Regional Emergency Manager**

- 5.1 Smoky Lake County shall employ a Regional Emergency Manager who shall be responsible to advise and assist the Director(s) of Emergency Management for each of the Parties with fulfillment of their responsibilities under the Act.
- 5.2 The Regional Emergency Manager will be responsible for those matters set out in **Schedule "B"** to this Agreement, or otherwise contemplated by the Act or the regulations passed thereunder.

6. **Preparedness**

- 6.1 Regional Emergency Operation Centers (EOCs) will be established and maintained in each municipality, as identified in the Smoky Lake Regional Emergency Management Plan.
- 6.2 Public education or public awareness programs may be undertaken within the Region.
- 6.3 Personnel will be provided with training to fulfill their designated Emergency operations role.
- 6.4 A list of all personnel assigned/trained for each Emergency operations role shall be maintained within the Regional Emergency Management Plan.



7. **Mitigation of Risk**

- 7.1 In response to a risk the Council of any one of the Parties may direct that:
- 7.1.1 A program is established to mitigate the risk within their boundaries.
 - 7.1.2 A program is jointly undertaken with one or more of the Parties to mitigate the risk.
 - 7.1.3 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.

8. **Recovery**

- 8.1 Recovery programs and business continuity efforts undertaken by the Agency shall be prioritized to accomplish the greatest good for the most people utilizing criteria established by policy.

9. **Insurance & Indemnity**

- 9.1 The Parties each agree to obtain and maintain during the term of this Agreement public liability and property damage insurance in the maximum amount normally offered by municipal insurers in the Province of Alberta. Each party shall give evidence of this insurance to the other party upon request.
- 9.2 Each Party agrees to forward a copy of this Agreement to their municipal insurer and to absorb any decrease or increase in premiums which may result.
- 9.3 The Party within whose jurisdiction an Emergency occurs shall indemnify and save harmless any other party to this Agreement responding to that Emergency from and against any and all claims, demands, losses, costs, damages, actions, suits and proceedings arising out of the performance of that party's obligations under this Agreement.

10. **Term and Termination**

- 10.1 This Agreement shall come into force when it has been signed by all of the Parties hereto. The term of this agreement shall be for a period of five (5) years thereafter, or until such time as the Parties, or any particular Party, gives proper notice and withdraws pursuant to the terms of this Agreement. Any party may withdraw from this Agreement by giving not less than ninety (90) days written notice to all other Parties to the Agreement. Unless a Party gives written notice to the contrary no later than ninety (90) days prior to the expiry of the term or any renewal term, as the case may be, the term shall be automatically renewed for successive periods of five (5) years and all of the terms of this agreement shall remain in force.

11. **Repeal**

Smoky Lake County Bylaw No. 1151-07 known as the "Regional Disaster Services Agency" shall be repealed upon the passing of this Bylaw.

RB

Schedule "A"

Scope of Annual Operating Budget

1. Smoky Lake Region- Emergency Advisory Committee
 - Meetings are with Committee and DSS group
 - Plan preparation and distribution
 - Advertising
 - Miscellaneous
2. Preparedness
 - Training course costs Councillors/staff/volunteers (wages, tuition and travel expenses for regular staff members, volunteer firefighters and medical co-responders attending training will be the responsibility of the respective party)
 - EOC equipment/supplies
 - Regional exercises
3. Regional Emergency Manager
 - As per **Schedule "B"**

Outside Scope of Annual Operating Budget

1. Smoky Lake Region Emergency Management Agency
 - Costs of Emergency operations will be the responsibility of the municipality(ies) where the Emergency is occurring.
 - Regional Emergency Manager shall be funded by the Smoky Lake County
2. Mitigation of Risk
 - Costs of mitigation programs will be the responsibility of the municipality(ies) where the work is occurring.
3. Recovery
 - Costs of recovery operations will be the responsibility of the municipality(ies) who have ordered the work which is occurring within their boundaries. Many aspects of disaster recovery work will be the responsibility of property owners or their insurer. Some specific recovery work may be funded by a provincial disaster recovery program or NGO agency.
4. Funding Formula
 - Direct costs budgeted for operations of the Smoky Lake Emergency Management Region will be divided as per the Trider Formula:
 - 50% Smoky Lake County
 - 25% Town of Smoky Lake
 - 12.5% Village of Vilna
 - 12.5% Village of Waskatenau

Schedule "B"

**Responsibilities, Costs and Funding for the
Regional Emergency Manager Position**

1. Employing Municipality:

- Smoky Lake County

2. Position Assigned to:

- Disaster Services Manager

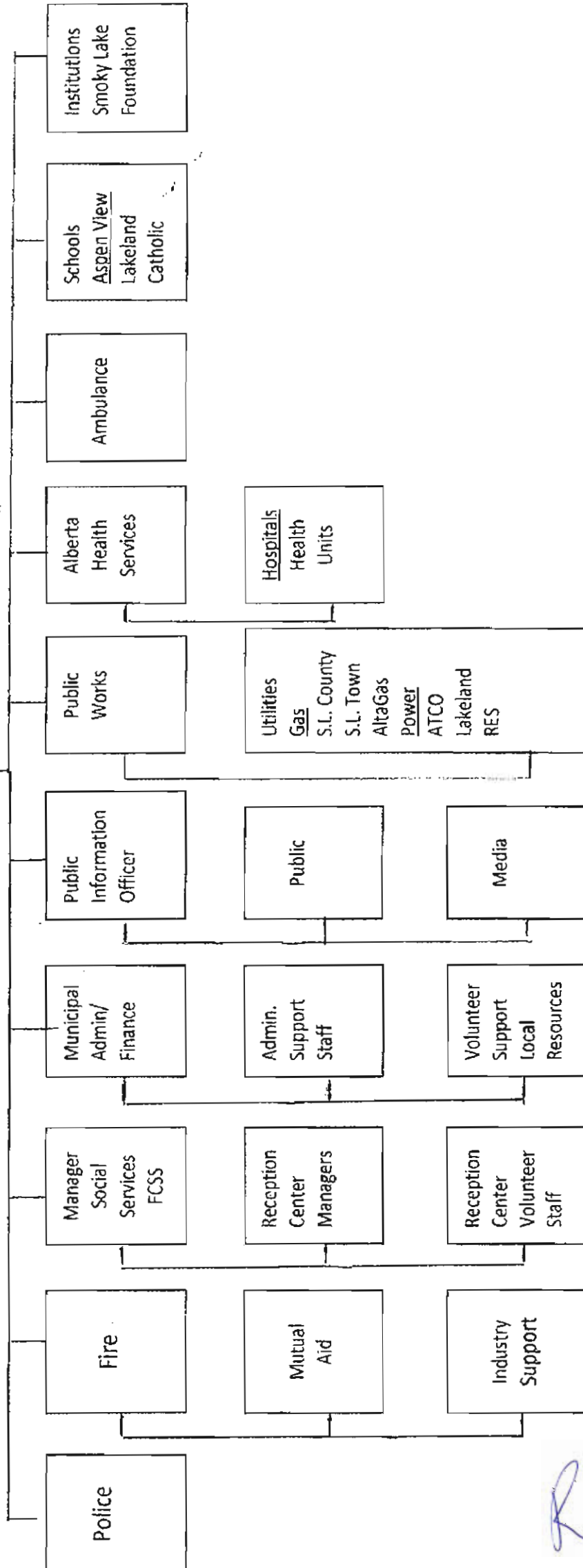
3. Duties of Position Related to Emergency Management:

- Provide advice to each municipality through the committee members
- Develop and maintain the Regional Emergency Management Plan and specific contingency plans in conjunction with the agency
- Develop and implement training programs for staff and volunteers relating to Emergency Management
- Liaison with federal, provincial, local and NGO agencies relating to Emergency Management
- Plan and coordinate exercises for EOC and volunteer staff
- Assist and advise the recruitment of volunteers and community groups
- Planning and chairing of Emergency Management Committee meetings
- Planning and preparation of Disaster Social Services meetings
- Liaison with industrial operators relating to municipal involvement in industrial Emergency Management plans.
- Attend industrial Emergency exercises and meetings to represent municipalities
- Facilitate Hazard Identification/Risk assessments for each municipality
- Manage mitigation programs (where appropriate) as necessitated due to risk assessments
- Advise and assist the DEM's to fulfill duties as required by the Act
- Act as the chair at regional meetings
- Act as Deputy DEM for other municipalities as per agreement

RB

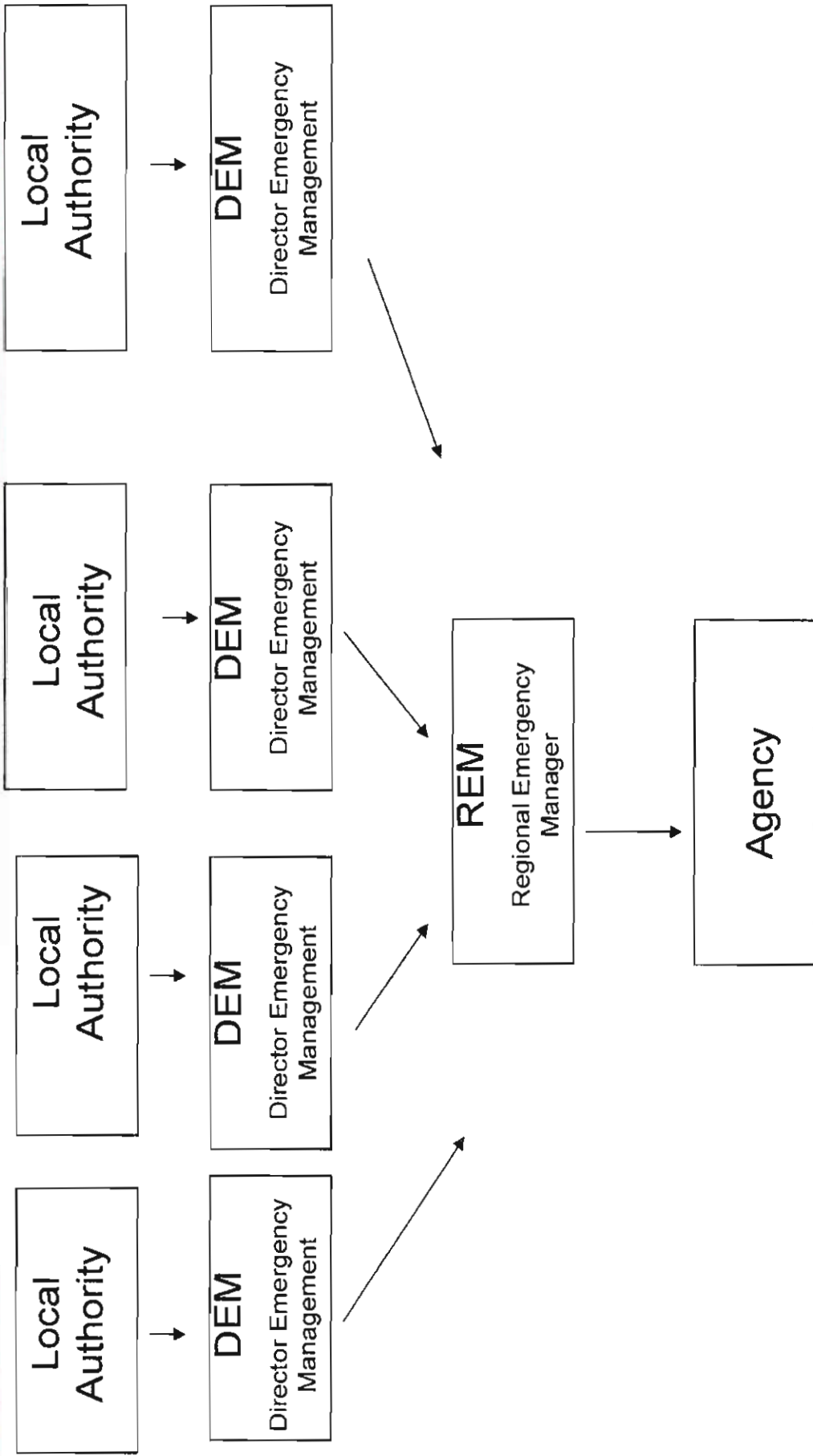
Schedule "C"

Emergency Management Agency



RB

Schedule "D"




Creating single Agency, Regional Director, multiple DDEMs

RB

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:

SMOKY LAKE COUNTY


DATE: February 19, 2015


Reeve
Smoky Lake County


Chief Administrative Officer
Smoky Lake County

TOWN OF SMOKY LAKE

DATE: MARCH 10, 2015


Mayor
Town of Smoky Lake


Chief Administrative Officer
Town of Smoky Lake

VILLAGE OF WASKATENAU

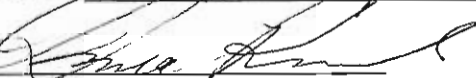
DATE: March 6 / 2015


Mayor
Village of Waskatenau


Chief Administrative Officer
Village of Waskatenau

VILLAGE OF VILNA

DATE: MAR 2 / 2015


Mayor
Village of Vilna


Chief Administrative Officer
Village of Vilna

EFFECTIVE DATE

This Bylaw shall come into force and effect on the final date of passing thereof.

READ A **FIRST TIME** IN COUNCIL THIS 19 day of February, AD 2015.

READ A **SECOND TIME** IN COUNCIL THIS 19 day of February, AD 2015.

READ A **THIRD AND FINAL TIME**, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS 19 day of February, AD 2015.


Reeve


Chief Administrative Officer

KB

Minutes of February 9, 2015 – County Council Committee of the Whole for the Purpose of Industry Liaison Meeting

363-15: Lukinuk That the minutes of the County Council **Committee of the Whole** for the Purpose of Industry Liaison Meeting held on Monday, February 9, 2015, be adopted.

Carried.

4. Request for Decision.

Bylaw No. 1281-15: Regional Emergency Management Region

364-15: Orichowski That **Bylaw No. 1281-15:** to establish a Regional Emergency Management Region, be given **FIRST READING.**

Carried.

Moved by Councillor Smigerowsky that **Bylaw No. 1281-15:** to establish a Regional Emergency Management Region, be given **SECOND READING.**

Carried.

Moved by Councillor Lukinuk that **Bylaw No. 1281-15:** to establish a Regional Emergency Management Region, be given **PERMISSION for THIRD AND FINAL READING.**

Carried Unanimously.

Moved by Councillor Orichowski that **Bylaw No. 1281-15:** to establish a Regional Emergency Management Region, be given **THIRD READING** and that the Reeve and the Chief Administrative Officer are hereby authorized to fix their signatures to all necessary documents and that the corporate seal also be fastened where it is deemed to be necessary.

Carried.

365-15: Lukinuk

That Smoky Lake County appoint Trevor Tychkowsky to the position as the “Regional Emergency Manager” who is delegated the responsibility for planning, preparedness and mitigation on behalf of the regions’ Director(s) of Emergency Management and who shall facilitate coordination of planning for response to regional or inter-municipal disaster or emergencies, as per **Bylaw No. 1281-15:** Regional Emergency Management Region.

Carried.

Chief Administrative Officer’s Report

The Chief Administrative Officer gave an updated report to Council for the period of January 30, 2015 to February 18, 2015.

Legislative / Governance:

- Genesis and Jubilee Annual Meeting on March 16, 2015.

Administrative:

- Meeting with Municipal Affairs during AAMDC Spring Convention to discuss administrative changes in the grant regime.

Financial:

- Audit taking place this week.
- Discussions with CCI about in-kind Board work and expenses; CCI may provide free internet to the County in return for writing off amounts owing.