



# **CARDSTON COUNTY REGIONAL EMERGENCY MANAGEMENT PARTNERSHIP AGREEMENT**

## **MEMORANDUM OF AGREEMENT BETWEEN:**

Cardston County, a Municipal Corporation of the Province of Alberta;

-and -

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

-and-

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

and -

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

-and-

The Village of Hill Spring, a Municipal Corporation of the Province of Alberta;

## **INTRODUCTION**

### **1. WHEREAS:**

- a) The Municipal Corporations of the Towns of Cardston and Magrath, Cardston County, and the Villages of Glenwood and Hill Spring (referred to hereinafter as "the Parties") are local authorities situated within Cardston County, of the Province of Alberta;
- b) An emergency or disaster of a multi-jurisdictional nature could affect any or all of the Parties to such a degree that local resources would be inadequate to cope with the situation;
- 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) 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 E- 6.8;
- e) The Parties desire to form a Regional Emergency Management Partnership (Partnership) for the purpose of emergency planning, preparedness, mitigation, response and recovery;



- f) Pursuant to section 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

The Minister responsible for the Act has issued Ministerial Order No.: A012/21.

NOW THEREFORE the parties hereto agree as follows:

## DEFINITIONS

2. For the purpose of this Agreement, the following words and terms shall have the following meanings:
- a) "**Act**" means The Emergency Management Act of Alberta, Chapter E-6.8, Revised Statutes of Alberta 2000, c. E-6-8;
  - b) "**Assisting Party**" means a Party to this Agreement providing aid, in the form of resources or services to another Party/Parties of this Agreement;
  - c) Cardston County Regional Emergency Management Partnership (Partnership) means the agreement as established by this Agreement and the by-laws of the respective municipal councils of the Parties hereto;
  - d) "**Commencement Date**" means that date in which this Agreement becomes effective;
  - e) "**Deputy Director of Emergency Management (DDEM)**" means the person responsible for the duties of the Director of Emergency Management in their absence;
  - f) "**Director of Emergency Management (DEM)**" means the person appointed by resolution of the municipal council of each of the Parties to be responsible for the Emergency Management Program in each of their respective municipalities;
  - g) "**Disaster**" means an event that results in serious harm to the safety, health or welfare of people, or in widespread damage to property;
  - h) "**Emergency**" means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health, or welfare of people or to limit damage to property;
  - i) "**Emergency Social Services (ESS)**" means services including but not limited to Registration and Inquiry, Emergency Food Services, Emergency Lodging, Emergency Clothing and Emergency Personal Services;
  - 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) "**Municipal Emergency Coordination Centre (MECC)**" means a physical facility in each Municipality designated to:
    - a. provide direct support to response activities;
    - b. support and give direction to the Incident Commander and emergency response operations in the Partnership Region;



- c. maintain executive control over emergency operations;
- d. obtain resources as required to assist with emergency operations in the community; and
- e. provide public and media relations resources.
- m) **"Parties"** means the Towns of Cardston and Magrath, Cardston County, and the Villages of Glenwood and Hill Spring;
- n) **"Regional Emergency Coordination Centre" (Centre)** means the Cardston County Regional Emergency Coordination Centre location that functions as a point of coordination, addressing the needs of the municipality or the Partnership region as a whole, exercising the authority of the local officials, as well as anticipating and supporting the needs of one or more incident sites;
- o) **"Regional Director of Emergency Management" (Regional Director)** means the Cardston County Regional Director of Emergency Management as the person appointed by resolution by the municipal council of each of the Parties as who shall be responsible for the Regional Emergency Management Program in each of their respective municipalities;
- p) **"Regional Emergency Advisory Committee", (Committee)** means the Cardston County Regional Emergency Advisory Committee as established by this Agreement and the by-laws of the respective municipal councils of the Parties hereto.
- q) **"Regional Emergency Management Agency", (Agency)** means the Cardston County Regional Emergency Management Agency as established by this Agreement and the by-laws of the respective municipal councils of the Parties hereto;
- r) **"Regional Emergency Management Plan" (Plan)** means the Cardston County Regional Emergency Management Plan prepared by the Agency to co-ordinate the preparation for, response to and recovery from an emergency or disaster;
- s) **"Requesting Party"** means a Party to this Agreement requesting aid in the form of resources or services from another Party to this Agreement; and
- t) **"Regulation"** means the Local Authority Emergency Management Regulation January 2020;

### **ESTABLISHMENT OF CARDSTON COUNTY REGIONAL EMERGENCY MANAGEMENT PARTNERSHIP (PARTNERSHIP)**

3. The municipal 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 Management Partnership, including this Agreement.
4. The Municipalities participating in this Agreement shall support and assist each other when requested and when able to provide that support and assistance in the event of a major emergency or disaster.
5. The Partnership shall be comprised of the municipal councils of each of the Parties to this Agreement and shall include any municipalities that subsequently become parties to this Agreement.
6. Any municipality interested in becoming a member of the Partnership shall have the opportunity to



request membership by following these procedural steps:

- a. the interested municipality shall contact the Regional Director to request information regarding the Partnership and this Agreement to which all Partnership members are parties;
  - b. the municipality shall provide the Committee with their written request to become a member of Partnership;
  - c. the interested municipality may ask for such additional information or clarification as it requires and the Committee shall use its best efforts to address any questions or requests for information made by an interested municipality;
  - d. the Committee shall review the application and consider the operational impact of the municipality joining the Partnership;
  - e. following its review of the application, the Committee shall provide the municipality with its decision as to whether or not it may become a member of the Partnership; and
  - f. the municipality shall execute its written consent to become a party to this Agreement and shall agree to be bound by the terms and conditions.
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 Management Partnership for the purposes of emergency planning, preparedness, mitigation, response and recovery.

#### **ESTABLISHMENT OF CARDSTON COUNTY REGIONAL EMERGENCY ADVISORY COMMITTEE (COMMITTEE)**

8. The municipal councils of each of the Parties to this Agreement have passed by-laws to establish the Committee. 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 by-laws, delegate their powers (except State of Local Emergency (SOLE)) and duties under the Act and Regulation
9. However, each partner municipality (Local Authority) will still retain the power to declare, renew or terminate a SOLE for any incident that is occurring or may occur within their respective municipal boundaries.
10. The Committee shall consist of municipal Councilors 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 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. Notwithstanding the foregoing, however, all Councilors of all member municipalities shall be entitled to attend Committee meetings.
11. Any member of the Committee may withdraw their membership from Partnership and this Agreement, by providing all other Parties hereto with twenty-four (24) 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 Partnership shall be permitted to withdraw from this Agreement during a declared SOLE, emergency or disaster.

12. The Committee shall meet one to two times per year and shall have the option of calling special meetings of the Committee on an as needed basis, upon fourteen (14) days advance notice to all members of the Committee. The Committee representative of each municipality or their 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 Committee. Each representative and/or alternative shall be responsible for reporting back to their respective municipal councils to ensure that strong communication is maintained and to ensure transparency of the Partnership.
13. Agendas for all upcoming regular meetings of the Committee 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.
14. A standing agenda item of the Committee shall be a presentation from the Regional Director with relevant information regarding the development and implementation of the Regional Emergency Management Agency plans, training, exercises, programs and policies.
15. Minutes shall be kept at each of the Committee meetings and shall be circulated to all members and/or their alternates and the DEM from each municipality within fourteen (14) days of the meeting.
16. For regular meetings and business, 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 affirmative vote of the majority of the members voting on the motion or resolution.
17. The Committee 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 Committee members.
18. The Committee 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 Committee and such advice is not binding.
19. The Committee shall oversee and approve activities of emergency management planning, preparedness, mitigation, response and recovery within the Partnership Region. The Committee may create policy related to planning, preparedness, mitigation, response, recovery and the operation of the Partnership.
20. Each partner municipality will be responsible to reimburse expenses incurred by their respective Committee member.



21. Additional Terms of Reference for the Committee are attached at Annex A.

## **ESTABLISHMENT OF THE CARDSTON COUNTY REGIONAL EMERGENCY MANAGEMENT AGENCY (AGENCY)**

22. Each of the Parties to this Agreement have passed bylaws to create the Cardston County Regional Emergency Management Agency (Agency), which will act as the Operational Agent for the Parties hereto in exercising the powers and duties of the Parties under the Act.

23. Agency staff may include, but are not limited to, DEMs and DDEMs.

24. 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.

25. The Agency shall dedicate itself to networking and fostering relationships between various sub groups, agencies and organizations involved in all aspects of emergency management 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/disaster.

26. The Regional Director shall lead the Agency as well as serve as the liaison between the Committee and the Agency.

27. Staff and resources of the Parties, as outlined in the Plan, shall be available to the Agency during emergency operations as deemed necessary by the Regional Director. Parties shall not be required to provide anything other than municipally owned equipment, employees and volunteers normally used by the Municipalities when responding to a regional emergency or assisting in a Regional Emergency Coordination Centre.

28. No action lies against the Municipality with jurisdiction or any responding Municipality or a person acting under that Municipality's direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under the Emergency Management Act or the regulations during a state of local emergency.

29. Additional Terms of Reference for the Agency are attached at Annex C.

30. Outside of Cardston County geographical area requests for service: It is recognized that the 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 Partnership Region or to provide services within the Partnership Region to individuals from outside of the Partnership region. Response to those incidents will:

- a) be committed only after an assessment of what resources can reasonably be freed without endangering the Partnership 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 Partnership has been able to arrange for reasonable care,
- c) request a tasking number from the Alberta Emergency Management Agency (AEMA) Provincial Operations Centre, and
- 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.

### **CARDSTON COUNTY REGIONAL DIRECTOR OF EMERGENCY MANAGEMENT (REGIONAL DIRECTOR)**

31. The Partnership will have a Regional Director as per the Alberta Emergency Management Act, November 2018. The Regional Director is responsible to lead the Agency in the preparation for, response to and recovery from a disaster or emergency. Terms of Reference for the Regional Director are attached at Annex B.

### **CARDSTON COUNTY REGIONAL EMERGENCY COORDINATION CENTRE (Centre)**

- 32. A primary and backup Centre will be established and shall be maintained in accordance with the Regional Emergency Management Plan.
- 33. The primary Centre will be located at the Town of Cardston. The alternate Centre will be located in the Town of Magrath.
- 34. Incident Commanders from responding agencies, the Regional Director, the DEMs from partnering municipalities, or their designates may request activation of the Centre.

### **OPERATING/ MANAGEMENT SYSTEM**

35. The Partnership organization shall use the Incident Command System (ICS) for all emergency management planning, training, exercises and operations.

### **FINANCES**

- 36. The Committee shall develop and adopt an annual operating budget to cover the costs and funding of the Partnership.
- 37. The Parties to this Agreement agree to fund Partnership in accordance with the funding formula enumerated in the attached Annex D.
- 38. Financial management of the partnership will be provided by one of the partnering municipalities for a two (2) year term. This appointment shall be reviewed and reassigned every two (2) years.
- 39. The costs incurred by any Party to this Agreement in responding to a SOLE in another municipality



shall be the sole responsibility of the Requesting Party or the municipality in which the emergency or disaster occurs.

## **PREPAREDNESS**

40. Public education or public awareness programs will be undertaken within the Partnership Region. These activities will be led by the Regional Director assisted by the Agency.
41. Key senior management, supervisory and support staff of each of the Parties to this Agreement will be assigned Centre roles.
42. Personnel will be provided with training to fulfill their designated Centre role(s).
43. A list of all personnel assigned/trained for Emergency operations role, along with their contact information, shall be maintained within the Plan. This list will be utilized for all MECC and Centre activations.
44. Each of the Municipalities agrees to share emergency management related information.
45. Each of the Municipalities will strive to utilize common procedures, training, communications systems and technologies.

## **RESPONSE**

46. In the event of an emergency/incident affecting only one municipality, the local DEM will serve as the MECC Manager in the local MECC. This MECC will be supported by resources of the Agency as required including the activation of the Centre.
47. In the event of an emergency/incident, resulting in the activation of the Centre, within or affecting more than one municipality within the Partnership region, the Regional Director will serve as Centre Director for the emergency/incident. As the DEMs from the affected municipalities arrive at the Centre, the Regional Director and local DEMs will jointly decide who will take the lead role in the Centre.
48. In the event that the DEM from any partnering municipality is unable to act as the ECC Manager in their municipal ECC, the Regional Director will assume the role of ECC Manager for that municipality. As the DEM from the affected municipality arrives, the Regional Director and local DEM will jointly decide who will take the lead role in the MECC/CENTRE.

## **DECLARATION OF A STATE OF LOCAL EMERGENCY(SOLE) - PROCEDURE**

49. As per paragraph nine (9) of this agreement, each party has retained the power to declare, renew or terminate a SOLE for their respective municipalities.





50. When a SOLE is declared, 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;
- c) ensure the Regional Director and other parties are made aware of the declaration, renewal and termination of the SOLE; and
- d) forward a copy of the declaration to the Minister of Municipal Affairs via the Provincial Operations Centre forthwith.

## **HAZARD IDENTIFICATION AND RISK ASSESSMENT**

51. The Agency lead by the Regional Director shall conduct a review of the regional hazard assessment on an annual basis and will report the findings to the Committee.

52. Results of the individual municipal risk assessments will be developed by the Agency and shall be shared with the Committee and as a whole to identify commonalities among the Parties and identify opportunities for shared mitigation programs.

## **RECOVERY**

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

54. The Partnership will develop and exercise a generic re-entry and recovery plan as part of the Plan.

## **INSURANCE & INDEMNITY**

55. 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.

56. The Requesting Party, or the municipality in which an emergency or disaster occurs, shall indemnify and save harmless the Assisting Party/Parties for damage to or loss of any apparatus or equipment which is the result of the Assisting Party/Parties providing assistance.

57. The Requesting Party, or the municipality in which an emergency or disaster occurs, hereby remises, releases and discharges the Assisting Party/Parties, 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/Parties by reason of any breach of this Agreement on the part of



the Assisting Party/Parties notwithstanding any negligence on the part of the Assisting Party/Parties.

58. 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.

59. 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) 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.

60. Each Party agrees to forward a copy of this Agreement to their municipal insurer and to be responsible for the cost of any increase in insurance premiums which may result.

## **TERM AND TERMINATION**

61. 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").

62. 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.

63. Municipalities cannot opt in or out of the Partnership during a major emergency or disaster.

## **GOVERNING LAW**

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



## **SEVERABILITY**

65. 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**

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

## **HEADINGS**

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

## **COUNTERPARTS**

68. 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:**

**Cardston County**

\_\_\_\_\_  
Reeve Date

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

**Town of Cardston**

\_\_\_\_\_  
Mayor Date

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

**Town of Magrath**

\_\_\_\_\_  
Mayor Date

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

**Village of Glenwood**

\_\_\_\_\_  
Mayor Date

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

**Village of Hill Spring**

\_\_\_\_\_  
Mayor Date

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



## Cardston County Regional Emergency Management Organization

### Annex A

### Regional Emergency Advisory Committee Terms of Reference

#### OVERVIEW

1. The incorporated communities within Cardston County including, Cardston County, Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring desire to operate under a Regional Emergency Management Organization hereby known as the Cardston County Regional Emergency Management Partnership (Partnership). As per the Government of Alberta Emergency Management Act, November 2018, Section 11.1(1):

*“Each local authority shall appoint an emergency advisory committee consisting of a member or members of the local authority...to advise on the development of emergency plans and programs.”*

2. The Partnership must have a Regional Emergency Advisory Committee. This document provides the Terms of Reference for the Cardston County Regional Emergency Advisory Committee (Committee).

#### ORGANIZATION NAME

3. The Cardston County Regional Emergency Advisory Committee; hereinafter referred to as the "Regional Emergency Advisory Committee" (Committee).

#### AUTHORITY

4. The Committee is established pursuant to paragraph 8 of the Cardston County Regional Emergency Management Partnership Agreement, dated \_\_\_\_\_.

#### PURPOSE/MANDATE

5. The purpose/mandate of the Committee is:
  - a) to oversee, approve and ensure the effective operation of the Cardston County Regional Emergency Management Program, as set out in the Partnership Agreement;
  - b) to conduct an annual review of the Plan, and make recommendations for its review and revision if necessary;
  - c) to provide guidance and direction to the Agency and Regional Director with regards to the development and implementation of the Plan program;
  - d) to advise the various councils on the development and implementation of the Plan program;and



- e) provide recommendations and advice to the various councils regarding emergency preparedness, response and recovery.

## **COMMITTEE MEMBERSHIP**

6. Committee voting membership shall consist of one permanent member from each Partnering Municipality, who shall be an elected official.
7. The Regional Director will participate in this committee in an advisory capacity only. Other stakeholders may participate in an advisory capacity only and if required.

## **COMMITTEE CHAIRPERSON**

8. At the first meeting of the Committee, the members will elect from the membership, a Chairperson. The Chairperson's term will be two years. The Chairperson responsibilities include:
  - a) calling and scheduling meetings;
  - b) solicit items, create and distribute the agenda;
  - c) ensure decorum and proper procedure occurs during meetings;
  - d) inviting specialists or other guests as required;
  - e) presiding over meeting and guiding it as per the agenda;
  - f) ensuring a decision is reached on all agenda items; and
  - g) ensuring all recommendations of the Committee are brought forward to the partnering municipality's councils and the Agency.

## **DUTIES OF MEMBERS**

9. All members of the committee shall:
  - a) attend all committee meetings, when not possible to attend, send regrets in advance,
  - b) actively participate in discussion and decision input, and
  - c) respect order model of structured meetings.

## **OPERATING/ MANAGEMENT SYSTEM**

10. The Committee organization shall use the Incident Command System (ICS) for all emergency management planning, training, exercises and operations.

## **EMERGENCY RESPONSE**

11. During a large-scale emergency or disaster where the regional partnership is activated, the committee members will not attend at the Cardston County Regional Emergency Coordination Centre (Centre) unless specifically requested by the Regional Director.
12. The Committee will direct and ensure an After-Action Review (AAR) is conducted and a report provided for all training exercises and major incidents within fourteen (14) days of the termination of





the exercise or incident.

## **COMMITTEE MEETING SCHEDULE**

13. The Committee will meet one to two times per year. The committee may meet more frequently at the call of the Chairperson or by a majority vote of Committee members.

## **QUORUM**

14. Decision making wherever possible is made by consensus. A minimum of four (4) permanent members from five (5) partner municipalities shall constitute a quorum.

## **ADMINISTRATIVE SUPPORT**

15. Administrative support to the committee will be provided by one of the partnering municipalities for a two (2) year term. This appointment shall be reviewed and reassigned every two (2) years.

16. Administrative support will focus on the preparation and distribution of the Agenda and committee minutes. In particular:

- a) provide all partnering municipalities with completed meeting minutes, within seven (7) days of the meeting date;
- b) distribute minutes to Committee Members;
- c) ensure the Committee Chair has signed the adopted meeting minutes;
- d) distribute correspondence and communication on behalf of the Committee and to all committee members;
- e) keep all pertinent committee records, in accordance with current municipal retention policy; and
- f) assist the Chairperson as required.

## **TERMS AND REPLACEMENT OF MEMBERS**

17. The normal term for a committee member shall be for a two (2) year term. Individual municipalities may replace committee members as required.

## **COMMUNICATION FROM THE REGIONAL COMMITTEE**

18. All formal communications will be through the Chairperson of the Regional Committee as the official spokesperson.

## **ENTITLEMENT TO COMPENSATION**

19. Committee members will not receive any monetary reward for their contribution.

20. Each partner municipality will be responsible to reimburse expenses incurred by their respective



committee member.

## CODE OF CONDUCT & CONFLICT OF INTEREST

21. All committee members will conduct themselves in a professional manner at all times while a member. If a member has, at any time, a conflict of interest in relation to a particular issue or interest they must declare this conflict of interest under the agenda order of business. The conflict of interest is to be properly documented and recorded in the minutes.

## APPROVAL/ADOPTION DATE

22. The Cardston County Regional Emergency Advisory Committee Terms of Reference approved this \_\_\_\_\_.



## Cardston County Regional Emergency Management Organization

### Annex B

#### Regional Director of Emergency Management Terms of Reference

##### OVERVIEW

1. The incorporated communities within Cardston County including, Cardston County, Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring desire to operate under a Regional Emergency Management Organization hereby known as the Cardston County Regional Emergency Management Partnership (Partnership).
2. As per the Government of Alberta Emergency Management Act, November 2018, Section 11.2(2):

*“There shall be a director of the emergency management agency...”*

3. The Partnership must have a Regional Director of Emergency Management. This document provides the Terms of Reference for the Cardston County Regional Director of Emergency Management (Regional Director).

##### POSITION SUMMARY

4. Reporting to the Committee, the Regional Director will be responsible for the development and successful operation of the Plan program for Cardston County, the Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring.
5. This position will be responsible to create “all hazards” preparedness, response, recovery and business continuity plans to deal with natural or man-made large-scale emergencies and disasters. The Plan program will be based on industry “best practices” and the Regional Director will assure that the program/ plans coordinate appropriately with local, provincial and federal regulations.
6. The Regional Director will be responsible for the mitigation of potential hazards, response to incidents, coordination of recovery efforts and business continuity planning. This position will lead the development and conduct of a comprehensive individual and collective training program of various municipal staffs, volunteers, and other agencies in all aspects of emergency management with a focus on effective response and recovery from emergency incidents.
7. During an emergency, the Regional Director will assume the duties of the Centre Manager and will lead the response, making adjustments to or prioritizing certain actions if necessary. These actions may include coordinating evacuations, conducting rescue missions, or the activation of reception centres for those displaced by the emergency. Following an emergency, the Regional Director will lead the municipal re-entry planning and assist the local DEM with short-term recovery efforts to



return the affected communities back to normalcy.

## **AUTHORITY**

8. The Regional Director position is established pursuant to paragraph 31 of the Cardston County Regional Emergency Management Partnership Agreement, dated \_\_\_\_\_.

## **TERMS OF REFERENCE**

9. Provide expert knowledge and technical advice to the Committee; municipal elected officials and municipal department heads relative to their roles before, during and after an emergency;
10. Provide leadership and technical advice to the Agency and the individual Directors of Emergency Management (DEM) in each community;
11. Provide leadership and assistance to the regional Emergency Management (EM) planning /preparedness, response and recovery activities within Cardston County, Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring;
12. Develop and implement a number of emergency preparedness programs via community awareness campaigns designed to make the communities and citizens more resilient to emergencies and disasters;
13. As the Centre Regional Director, provide leadership to the Centre staff during training and emergency incidents;
14. Develop and implement a progressive regional emergency management individual and collective training program for regional municipal staff, volunteers, agencies, etc. which includes an accurate tracking of training records;
15. Collaborate and act as a liaison with local, provincial, federal, Non-Governmental Organizations, private companies and other organizations on emergency preparedness/response and recovery;
16. Coordinate in-depth after-action reports on all emergencies and training exercises where the Regional EM system was activated. These reports will be provided to the Committee and the general public;
17. Prepare and submit to the Committee an annual regional EM operations budget as well as a capital acquisition budget, as required;
18. Develop and implement a comprehensive regional EM program based on the Incident Command System (ICS);
19. Ensure adherence to local, provincial and federal regulations at all times;
20. Develop and review on a yearly basis the regional hazard impact risk assessment (RHIRA);
21. Read and interpret existing regional emergency plans and make and/or recommend revisions;



22. Attend local, provincial and federally sponsored meetings, conferences, and workshops as required or relevant to the success of the position, upon approval of the Committee;
23. Establish working relationships with utility providers, rail, health and other authorities and stakeholders as required to reach optimal success;
24. Coordinate the sharing of resources and equipment within the region and across Southern Alberta communities to assist in responding to an emergency;
25. Prepare and analyze damage assessments following disasters or emergencies;
26. Apply for provincial funding for emergency management planning, responses, and recovery, and report on the use of funds allocated.

## **EXPERIENCE**

27. The Regional Director will need to have at least five (5) years' experience in a leadership position in the Emergency Management, Public Safety or Municipal Administration fields.

## **CERTIFICATION**

28. The Regional Director should have certification as a Certified Emergency Manager (CEM), or Associated Emergency Manager (AEM) designation through the International Association of Emergency Managers (IAEM).
29. A designation as Certified Business Continuity Professional (CBCP) or Associate Business Continuity Planner (ABCP) by the Disaster Recovery Institute International (DRI) is also desirable.
30. Certification in the ICS 100, 200, 300 and DEM is required and ICS 400 and Scribe is desirable.



## Cardston County Regional Emergency Management Organization

### Annex C

#### Regional Emergency Management Agency Terms of Reference

#### OVERVIEW

1. The incorporated communities of Cardston County, Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring desire to operate under a Regional Emergency Management Organization hereby known as the Cardston County Regional Emergency Management Partnership (Partnership).
2. As per the Government of Alberta Emergency Management Act, November 2018, Section 11.2(1):  
  
*“A local authority shall establish and maintain, subject to the regulations, an emergency management agency to act as the agent of the local authority in exercising the local authority’s powers and duties under this Act.”*
3. This document provides the Terms of Reference for the Cardston County Regional Emergency Management Agency (Agency).

#### ORGANIZATION NAME

4. The Agency is the primary group responsible for the development of plans, measures, and programs pertaining to the mitigation of, preparedness for, response to and recovery from any hazard, both natural and human induced.

#### AUTHORITY

5. The Agency is established pursuant to paragraph 22, of the Cardston County Regional Emergency Management Partnership Agreement, dated \_\_\_\_\_.
6. The Agency acts as the agent of the partnering municipalities in exercising the partnering municipality’s powers and duties under Alberta Emergency Management Act, November 2018.
7. The Regional Director is the head of the Agency.

#### PURPOSE/MANDATE

8. The purpose/mandate of the Agency is to review and update as required the Cardston County Regional Emergency Management Program on an annual basis, as set out in the Partnership





Agreement, as follows;

- a) prepare and maintain plans, measures, and programs pertaining to the mitigation of, preparedness for, response to and recovery from any hazard;
- b) be responsible for ensuring regional emergency planning documents and programs are accurate and reviewed annually;
- c) prepare a list of hazards to which the partnering municipalities could be subject to, which indicates the relative risk of occurrence;
- d) develop plans respecting the preparation for, response to and recovery from emergencies and disasters;
- e) recommend risk reduction, mitigation, and preparedness measures to the Regional Director;
- f) develop and conduct public education and awareness about local hazards and emergency preparedness;
- g) prepare, maintain, test/exercise, and train personnel in the Plan and procedures;
- h) prepare and maintain emergency-related equipment such as the Centre;
- i) work with partnership communities, Alberta Emergency Management Agency and other provincial and federal government departments or agencies, as necessary, to develop, implement, and maintain all emergency plans and programs for the region;
- j) engage relevant stakeholders, such as business and industry, government agencies, and regulatory bodies to ensure emergency plans are aligned and integrate with stakeholder plans;
- k) ensure all regional training and exercise documentation and records are maintained;
- l) plan, execute and review exercises to validate the Plan;
- m) at the request of the Regional Director, report to the Centre;
- n) conduct emergency response operations under the direction of the Regional Director;
- o) review the impact of incidents on the program;
- p) ensure the Partnership has appropriate resources and equipment available; and
- q) develop and support recovery initiatives as required.

## **OPERATING SYSTEM**

9. The Agency will conduct all planning and operations based on the Incident Command System (ICS).

## **AGENCY MEETING SCHEDULE**

10. The Agency will meet with the primary group on a quarterly basis. This group may meet more frequently at the call of the Chairperson or by a majority of Regional Agency members.
11. The Agency will provide an update on the agency's review of the emergency plan to the Committee on a yearly basis.



## REGIONAL AGENCY MEMBERSHIP

12. Agency membership shall consist of one voting member from each Partnering Municipality, who shall be either the Director (DEM) or Deputy Director of Emergency Management (DDEM) or the Chief Administrative Officer. The Regional Director is a voting member of the Agency. In the event of a tie vote, the motion will be considered to be defeated.

13. Other non-voting stakeholders who may participate in an advisory capacity only and include but not limited to representatives from:

- a) Department Head of any of the partnering municipalities;
- b) Municipal Fire departments;
- c) RCMP;
- d) Emergency Social Services;
- e) Emergency Medical Services;
- f) Alberta Health Services;
- g) School Division Representatives;
- h) Field Officer Alberta Emergency Management Agency;
- i) Utility companies;
- j) Alberta Environment and Parks;
- k) Other representatives responsible for administering the regional program;
- l) Search and Rescue representative; and
- m) service organizations; and any other agency, organization, or individual that, in the opinion of the Regional Director, may assist in the preparation or implementation of emergency management plans and programs.

## CHAIRPERSON

14. The Chairperson of the Agency will be the Regional Director. At the first meeting a Vice Chairperson will be selected.

15. The Chairperson or Vice-Chairperson of the Agency will attend all meetings of the Committee, in a non-voting capacity, to advise/update the Committee on the actions and/or recommendations of the Agency.

## QUORUM

16. Decision making wherever possible is made by consensus. A minimum of four (4) permanent voting members from the partner municipalities shall constitute a quorum.

## BUDGET

17. Annually the Agency shall prepare an operating budget which shall be submitted to the Committee for approval.



18. Each municipality will contribute funds for the successful operation of the Agency as per the funding formula in the Regional Partnership agreement.

#### **COMMUNICATION FROM THE AGENCY**

19. All formal communications will be through the Regional Director as the official spokesperson.

#### **CODE OF CONDUCT & CONFLICT OF INTEREST**

20. All agency members will conduct themselves in a professional manner at all times while a member. If a member has, at any time, a conflict of interest in relation to a particular issue or interest they must declare this conflict of interest under the agenda order of business. The conflict of interest is to be properly documented and recorded in the minutes.

#### **ADMINISTRATIVE SUPPORT**

21. Administrative support to the agency will be provided by one of the partnering municipalities for a two (2) year term. This appointment shall be reviewed and reassigned every two (2) years.
22. Administrative support will focus on the preparation and distribution of the Agenda and committee minutes. In particular:
- a) provide all partnering municipalities with completed meeting minutes, within 7 days of the meeting date;
  - b) distribute minutes to Agency Members;
  - c) ensure the Agency Chair has signed the adopted meeting minutes;
  - d) distribute correspondence and communication on behalf of the Agency and to all members;
  - e) keep all pertinent agency records, in accordance with current municipal retention policy; and
  - f) assist the Chairperson as required.

#### **TERMS OF REFERENCE AMENDMENTS**

23. The Terms of Reference may be amended from time to time. Proposed changes shall be prepared by the Agency and submitted to the Committee for approval at a duly constituted Committee meeting.

#### **APPROVAL/ADOPTION DATE**

24. The Agency Terms of Reference approved this \_\_\_\_\_.



**Cardston County Regional  
Emergency Management Organization**

**Annex D**

**Regional Emergency Management Agency  
Funding Formula**

The Parties shall fund the Agency's annual budget based on the follow proportions:

<b>Municipality</b>	<b>Share of Agency's Budget</b>
Town of Magrath	30%
Cardston County	30%
Town of Cardston	30%
Village of Hill Spring	5%
Village of Glenwood	5%