



AGENDA

REGULAR MEETING OF THE MUNICIPAL EMERGENCY MANAGEMENT COMMITTEE OF THE TOWN OF TABER, TO BE HELD IN THE COUNCIL CHAMBERS, ADMINISTRATION BUILDING, ON MONDAY, JUNE 5, 2023 AT 4:30 PM.

	<u>MOTION</u>
1. CALL TO ORDER	
2. ADOPTION OF THE AGENDA	X
3. ADOPTION OF THE MINUTES	
ITEM No.3.1 Minutes of the Municipal Emergency Management Committee: March 20, 2023	X
4. BUSINESS ARISING FROM THE MINUTES	
5. ACTION ITEMS	
ITEM No.5.1 Red Cross Agreement	X
ITEM No.5.2 Mutual Aid Agreement Fire	X
ITEM No.5.3 Spring 2023 Northern Fire Deployment	
6. DELEGATIONS	
7. MEDIA INQUIRIES	
8. CLOSED SESSION	
9. OPEN SESSION	
10. CLOSE OF MEETING	X

Municipal Emergency Management Committee Request for Decision

Meeting Date: June 5, 2023

Subject:

Minutes of the Municipal Emergency Management Committee: March 20, 2023

Recommendation:

The Municipal Emergency Management Committee adopts the Minutes of the Regular Meeting held on March 20, 2023, as presented.

Background:

Minutes of the March 20, 2023 Regular Meeting of the Municipal Emergency Management Committee have been attached for review and consideration of approval.

Legislation / Authority:

MGA, Section 208.

Strategic Plan Alignment:

None.

Financial Implication:

None.

Service Level / Staff Resource Implication:

None.

Justification:

Approval of minutes is in accordance with the *Municipal Government Act*, Section 208.

Alternative(s):

That the Municipal Emergency Management Committee adopts the Minutes of the Regular Meeting held on March 20, 2023, as amended.



Attachment(s): March 20, 2023 Minutes

APPROVALS:

Originated By:
Brittany Gilbertson

Chief Administrative Officer (CAO) or Designate: _____

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL EMERGENCY MANAGEMENT COMMITTEE OF THE TOWN OF TABER, IN THE PROVINCE OF ALBERTA, HELD IN THE COUNCIL CHAMBERS, ADMINISTRATION BUILDING, ON MONDAY, MARCH 20, 2023, AT 4:30 PM.

Chairperson

Jack Brewin (Absent)
Andrew Prokop

Members

Garth Bekkering
Alf Rudd

Chief Administrative Officer

Derrin Thibault

Staff

Steve Munshaw
Kerry Van Ham

CALL TO ORDER

Mayor Prokop offered to Chair the meeting as Chair Brewin was not in attendance.

Mayor Prokop called the meeting to Order at 4:33 PM.

ADOPTION OF THE AGENDA

Mayor Prokop inquired if there were any additions or deletions to the Agenda, and there were none.

RES. 1/2023 MOVED by Councillor Bekkering that the Municipal Emergency Management Committee adopts the Agenda, as presented.

CARRIED UNANIMOUSLY

1/2023

Meeting Date
3/20/2023

ADOPTION OF THE MINUTES

1) Minutes of the Municipal Emergency Management Committee: December 5, 2022

RES 2./2023 MOVED by Councillor Rudd that the Municipal Emergency Management Committee adopts the Minutes of the Regular Meeting held on December 5, 2022 as presented.

CARRIED UNANIMOUSLY

BUSINESS ARISING FROM THE MINUTES

None.

ACTION ITEMS

1) Community Emergency Management Plan (CEMP) Review

Chief S. Munshaw, of the Taber Fire Department and Director of Emergency Management, presented the proposed Community Emergency Management Plan (CEMP).

The Committee discussed the changes made to the Plan to be presented to Council.

RES. 3/2023 MOVED by Councillor Bekkering that the Municipal Emergency Management Committee accepts the Town of Taber's updated 2023 Community Municipal Emergency Plan (CEMP) for information.

CARRIED UNANIMOUSLY

DELEGATIONS

None.

2/2023

Meeting Date
3/20/2023

MEDIA INQUIRIES

None.

CLOSED SESSION

None.

OPEN SESSION

None.

CLOSE OF MEETING

RES. 4/2023

MOVED by Councillor Rudd that this Regular Meeting of the Municipal Emergency Management Committee is hereby Closed.

CARRIED UNANIMOUSLY AT 4:39 PM

MAYOR

CHIEF ADMINISTRATIVE OFFICER

3/2023

Meeting Date
3/20/2023

Municipal Emergency Management Committee Request for Decision

Meeting Date: June 5, 2023

Subject:

Red Cross Agreement

Recommendation:

The Municipal Emergency Management Committee supports the Director of Emergency Management to sign the Red Cross support Agreement and move forward for Council's approval.

Background:

The Town of Taber has been in a Contract with Red Cross since 2015. The last Contract with the Canadian Red Cross was signed in 2020 and expired December 31, 2023. The Canadian Red Cross Society is part of the largest humanitarian network in the world, the International Red Cross and Red Crescent Movement. This network includes the International Committee of the Red Cross (ICRC), the International Federation of Red Cross and Red Crescent Societies (Federation) and 192 National Red Cross and Red Crescent Societies dedicated to improving the situation of the most vulnerable throughout the world.

Legislation / Authority:

MGA

Part 1 Purposes, Powers, and Capacity of Municipalities:

"Municipal Purposes

3. The purposes of a municipality are

- b) to provide services, facilities, or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality,
- c) to develop and maintain safe and viable communities"

Strategic Plan Alignment:

To maintain a safe community that is healthy, innovative, and environmentally aware while following Provincial Legislation.



Financial Implication:

The financial contribution to the Canadian Red Cross from 2021 to 2023 has been \$2,500.00 for the first year of the term, \$2,600.00 for the second year of the term and \$2,700.00 for the third year of the Term. The Operational budget for 2023 identifies the amount and this contact has been included in the 5-year budget process.

Service Level / Staff Resource Implication:

The service level for the Town of Taber will not change. This agreement allows the Emergency Management Agency to request resources which we may not have, or to supplement our own, helping better care for our citizens during an emergency.

Justification:

The Town of Taber has previously chosen the Canadian Red Cross to provide Emergency Social Services functions. Collaborations and partnerships is in alignment with our Strategic Plan.

Alternative(s):

The Council of the Town of Taber may choose not to engage in an agreement with the Canadian Red Cross. The Town's Emergency Social Services Section of the Emergency Management Agency would need to find more staff/volunteers to operate for longer periods during emergencies.

Attachment(s): Red Cross Agreement 2021-2023

APPROVALS:

Originated By:
Steve Munshaw

Chief Administrative Officer (CAO) or Designate: _____

EMERGENCY RESPONSE SERVICES AGREEMENT

This Agreement is made as of December 31, 2020 between:

TOWN OF TABER a corporation incorporated under the laws of Canada having its office located at 4900A 50 St, Taber AB, T1G 1T1 (“Entity”)

and

THE CANADIAN RED CROSS SOCIETY,
a not-for-profit corporation and registered charity incorporated under the laws of Canada,
having its head office in Ottawa, Ontario
(“CRC”)

WHEREAS:

- A. CRC is recognized as an auxiliary to government in providing protection and assistance to victims of disasters and has the resources and mandate to assist in the provision of disaster preparedness, relief and recovery.
- B. The Entity is responsible for safeguarding and protecting the health, safety and security of its citizens as well as the protection of property before, during and after an emergency or a disaster in accordance with the Alberta Emergency Management Act (the “Acts”).
- C. In addition to providing the emergency response and recovery services as set out above, at the request of the Entity and should the CRC accept such an activation in accordance with this Agreement, the CRC may also, upon its own discretion, provide additional supports with public funds as the CRC has the mandate to assist in the provision of emergency relief in its role as auxiliary to public authorities.
- D. Finally, the Entity recognizes that the CRC may be activated by one or more municipalities pursuant to a municipal funding relief and recovery agreement, following a declaration of a state of emergency, and in such a circumstance, the Entity and the CRCs commit to working together to support affected populations in coordination with local authorities and in accordance with the terms and conditions set out herein as they relate to coordination, not service activation and reimbursement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Entity and CRC (each, a “**Party**” and together, the “**Parties**”) agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

- a) **“Agreement”** means this agreement, its schedules and all instruments supplemental hereto or in amendment or confirmation hereof; **“herein”**, **“hereof”**, **“hereto”**, **“hereunder”** and similar expressions shall mean and refer to this Agreement and not to any particular Article, Section, subsection or other subdivision; and **“Article”**, **“Section”**, **“subsection”** or other subdivision of this Agreement shall mean and refer to the specified Article, Section, subsection or other subdivision of this Agreement;
- b) **“Business Day”** means a day on which CRC's offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada;
- c) **“Calendar Day”** means all days in a month, including weekends and holidays.
- d) **“CRC Personnel”** means staff and volunteers who are affiliated with CRC.
- e) **“Duty Officer”** means a person designated by CRC as the point of contact for Notification of an Emergency in accordance of Schedule “D” of this Agreement.
- f) **“Eligible Expenses”** means training and emergency response costs incurred in the provision of Services (as that term is defined below) and the costs the Entity agrees to reimburse the CRC for when activated in accordance with the Eligible Costing Schedule.
- g) **“Emergency”** means an urgent and critical situation, or impending situation, of a temporary nature caused by an accident, an intentional act, the forces of nature or other causes that constitutes a present or imminent danger to persons, property, or the environment. This applies to all Response Levels.
- h) **“Emergency-Affected Person”** means any person whose life is disrupted during an Emergency identified in a Notification. Emergency-Affected Persons include individuals affected in their homes, individuals who must be evacuated on an emergency basis as a preventive measure, and individuals who are required to comply with quarantine measures.
- i) **“Emergency Operations Centre” or “EOC”** means the incident command system that may be activated during an Emergency in the Entity to coordinate between ministries, agencies, and organizations to coordinate response efforts and resources.
- j) **“Emergency Site”** means any location used to provide Services to Emergency-Affected Persons, and may include reception centers and group lodging.

- k) **“Emergency Support Services”** or **“ESS”** means a community-based provincial emergency response program which provides short-term temporary services for Emergency-Affected Persons to help people begin to re-establish themselves as quickly as possible after an Emergency. ESS are typically available for 72 hours.
- l) **“Force Majeure”** means an unforeseen circumstance distinct from the Emergency triggering the Services, though a Force Majeure may directly or indirectly result from such an Emergency, which prevents a Party from performing its obligations under this Agreement, despite such Party’s reasonable preparedness and reasonable business efforts. Force Majeure may include act of God, fire, flood, war, terrorism, strikes or labour difficulties or governmental enactment.
- m) **“Geographic Area”** means the geographic area covered by the incorporated Entity of Town of Taber.
- n) **“Notify”**, **“Notified”** or **“Notification”** means a process of informing CRC of the existence and circumstances of an Emergency and requesting Services, as set out in Schedule “D” of this Agreement.
- o) **“Personal Information”** means recorded information about an identifiable individual other than contact information.
- p) **“Record”** and **“Records”** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical, or other means, but does not include a computer program or any other mechanism that produces records.
- q) **“Response Levels”** means the nature and scale of an Emergency as determined by a CRC, measured against the Acts, which drives a different activation mechanism, mandate and reimbursement scheme for a response to an Emergency, as further defined in Section 4 of this Agreement. are:

Within the Scope of a Local Emergency

Level 1: Personal Disaster Response - A small localized event, with unlikely further impacts such as contagion, for example impacting up to 25 people.

Level 2: Local Response – A significant event, with unlikely further impacts such as contagion, impacting 25-500 people within one municipality or district, in this case the Geographic Area.

Likely Within the Scope of an Emergency at a Provincial Level

Level 3: Regional/Provincial Response - A major emergency impacting 500-10,000 people in more than one municipality or a larger geographic area

Level 4: Major Response – A major emergency impacting up to 100,000 people in a very large area or more than one Entity.

Level 5: Catastrophic Response. – A major emergency with overwhelming devastation impacting more than 100,000 people and a wide geographic area.

- r) “**Services**” means the emergency services to be provided in the Geographic Area to Emergency-Affected Persons by CRC under this Agreement, as more particularly set out in Schedule “A”. CRC Personnel may deploy outside the Geographic Area pursuant to a mutual aid agreement entered into by one or more Entitys subject to availability and at the sole discretion of CRC. For the avoidance of doubt, “Services” does not include the CRC activities described in Section 2.2 or 7.3 of the Agreement.

1.2 **Preamble.** The preamble is incorporated herein by reference and is deemed to be an integral part of this Agreement.

1.3 **Schedules.** This Agreement includes all of the Schedules annexed to it (listed below), the terms and conditions of which are expressly incorporated herein and form a part hereof:

Schedule “A” – Description of Services
Schedule “B” – Payment and Reporting Schedule
Schedule “C” – Eligible Costing
Schedule “D” – Notification Protocol
Schedule “E” – Fundamental Principles

1.4 **Gender.** Any reference to any gender shall include all genders and words used herein importing the singular number only shall include the plural and *vice versa*.

1.5 **Headings.** The division of this Agreement into Articles, Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect, nor be utilized in the construction or interpretation of, this Agreement.

2. PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to establish parameters for collaboration between the Entity and CRC, including cost recovery for the provision of Services, to ensure mitigation/preparedness, response, recovery and resiliency assistance in the event of an

Emergency. CRC will provide aid to Emergency-Affected Persons in accordance with its role and capacity as outlined in this Agreement.

- 2.2 Nothing in this Agreement shall prevent CRC from providing humanitarian assistance to citizens of the Entity, in an Emergency or otherwise, on its own initiative and at its own expense, separate and apart from this Agreement, provided that in doing so CRC does not compromise the performance of its obligations hereunder. CRC may fundraise for such purposes.

3. TERM

- 3.1 The right to request Services under this Agreement shall commence on January 01, 2021 and shall expire on December 31, 2023 , unless terminated earlier in accordance with the provisions of this Agreement (the “**Term**”).

- 3.2 The Entity recognizes that the CRC is required to build capacity to meet the terms and conditions and to provide the Services as set out herein. The capacity to offer delivery of all the Services, at the standards set out herein, will occur no earlier than ninety (90) days from the signing of this Agreement, at a mutually agreed upon date as set out in a operational plan. During this transition, CRC will endeavor to support the Entity in the provision of Services to the best of its ability.

- 3.3 **Renewal Planning.** The Parties shall endeavour to meet at least six (6) months prior to the expiry of this Agreement to discuss and negotiate a new agreement.

4. OBLIGATIONS OF CRC

4.1 Preparedness.

- a) CRC will recruit, select and train a volunteer-based workforce to have ready-to-respond CRC Personnel available to deliver the Services set out in Schedule A.
- b) CRC will stock and maintain supplies and logistics capacity as required to provide the Services; and
- c) CRC will participate in Entity-led emergency preparedness exercises, activities and/or meetings, as mutually agreed upon from time to time.

4.2 Emergency Response.

- a) This Agreement is applicable to the provision of Services for Response Levels 3-5 where the Entity has declared a State of Emergency pursuant to the Acts.
- b) The CRC will provide the Services as set out in Schedule ‘A’ on behalf of the Entity for Levels 3-5 if retained pursuant to the Notification Protocol and

mutually agreed between the Parties, and the CRC will bill in accordance with Schedule "C". In the case that the CRC would need to bring in additional surge capacity this would be subject to approval for cost recovery. The Services and costing are set out in Schedule "A" however, activation may require a subsequent negotiation on coordination, costing and a further agreement may be required if it diverges from the terms set out herein.

- c) This Agreement will apply upon (i) Notification by the Entity; and (ii) the agreement by the CRC to activate, at which time CRC will supply the requested Services in response to an Emergency (subject to the terms and conditions set out herein).
- d) CRC will communicate and coordinate with the Entity regarding the provision of Services during the Emergency; and
- e) CRC will ensure that CRC Personnel and equipment are clearly identified with the CRC's logo, where possible.

4.3 Limitation.

- a) The Parties understand that CRC's workforce may rely on volunteers, and recognize that the availability of personnel may be reduced in exceptional circumstances despite the reasonable efforts of CRC.
- b) At any time during an Emergency, CRC may give notice that it will withdraw, reduce or limit its services in the event conditions are such that CRC is unable to provide Services without compromising the health or safety of CRC Personnel.
- c) CRC shall endeavour to keep the Entity informed and to coordinate with the Entity with respect to any anticipated or actual limitations on its provision of Services.
- d) In the case of a Level 4 and 5 event, or concurrent events, the CRC reserves the right to limit the Services offered as set forward in Schedule A.

5. OBLIGATIONS OF THE ENTITY

5.1 Preparedness.

- a) To ensure an efficient and robust emergency response, the Entity will inform its staff and intra-governmental counterparts of CRC's role, including taking reasonable steps to document and recognize the role of CRC in any relevant emergency or other plans.

- b) The Entity will invite CRC to participate, as appropriate, in Entity-led exercises, activities and/or meetings focusing on emergency preparedness.
- c) The Entity will designate locations as Emergency Sites to be used by CRC in an Emergency response, and will provide CRC with a list of such designated Emergency Sites from time to time, or at the latest as soon as possible upon Notification of an Emergency.
- d) The Entity will be responsible for ensuring that any licenses, approvals or permits necessary to operate the Emergency Sites are obtained.

5.2 **Emergency Response**

- a) The Entity may call on the assistance of CRC pursuant to this Agreement in the event of an Emergency;
- b) Where the Entity calls on CRC pursuant to the above subparagraph, the Entity shall request that CRC provide Services to Emergency-Affected Persons by issuing a Notification, using the protocol as described in Schedule “D”.
- c) Where the Entity believes an Emergency is or may be imminent, the Entity may request that the CRC go on “stand by” to be ready to respond if the Emergency occurs (“**Stand By**”). Stand By requests shall be made using the Notification protocol described in Schedule “D”.
- d) The Entity will communicate and coordinate with CRC and will keep CRC informed of information relevant to its role in providing Services, including sharing in a timely and comprehensive manner data to inform the delivery of services (as described in Schedule “D”), if available and as applicable.
- e) The Entity will provide appropriate liaison services between the CRC and any other emergency response agencies, if needed.
- f) The Entity will give public recognition of the role played by the CRC in emergency responses.

6. **REPORTING**

- 6.1 CRC shall report to the Entity as set out in Schedule “B”.
- 6.2 For activities funded under this Agreement, the CRC shall keep and maintain in accordance with generally accepted accounting standards books, records and accounts

relating to this Agreement and the cost of the Services and shall, upon reasonable notice, provide to the Entity these documents to examine, audit and make copies.

7. FINANCIAL SUPPORT

- 7.1 **Annual Financial Support for Preparedness.** To enable CRC to build and maintain its capacity to discharge its responsibilities under this Agreement, the Entity agrees to make an annual contribution to CRC of \$2,500 first year of the Term, \$2,600 second year of the Term, and \$2,700 third year of the Term. In the first year, the annual contribution rate will be prorated based on the number of months remaining between the date that the Agreement comes into force and December 31. The annual contribution will be due within ninety (90) Calendar Days of the date of that the Agreement comes into force, and in each March thereafter, upon invoice by CRC.
- 7.2 **Cost Recovery for Emergency Response Services.** CRC will seek reimbursement from the Entity for Eligible Expenses, including administrative costs, in relation to the provision of Services in accordance with Schedule "C". This includes expenses relating to volunteers and direct assistance to Emergency-Affected People.
- 7.3 All expenses incurred outside of Schedule "C" where the CRC is specifically authorized by the Entity to incur the expense shall also be reimbursed by the Entity.
- 7.4 To better assist Emergency-Affected Persons, CRC may organize fundraising campaigns and the allocation of any fundraising revenues shall be in CRC's sole and absolute discretion.

8. INDEMNITY

- 8.1 Each Party shall indemnify and save harmless the other Party, its employees, volunteers, subcontractors, and agents from any loss, damage, claim, cost or expense, including legal fees, that the other Party may incur pursuant to any third-party claim, demand, action, charge, complaint, prosecution or other proceeding that may be made against or affect the indemnified Party to the extent arising from:
- a) the indemnifying Party's breach of this Agreement; or
 - b) a wrongful or negligent act or omission on the part of the indemnifying Party, or of its employees, volunteers, subcontractors, agents, or others for whom it is in law reasonably responsible, in the performance of this Agreement or the rendering of the Services.
- 8.2 The indemnified Party shall promptly notify the indemnifying Party of any claim covered by this section; shall allow the indemnifying Party to conduct and control, at the indemnifying Party's sole cost and expense, the defence of such claims and any related settlement negotiations; shall afford all reasonable assistance to the indemnifying Party

(at the indemnifying Party's sole cost and expense); and shall make no admission prejudicial to the defence of such claims.

9. INSURANCE

- 9.1 During the period of assistance, each party shall maintain its own unemployment insurance and workers' compensation insurance coverage, or equivalent, as required by law, for its employees and volunteers, as applicable, and shall require the same from its local emergency response agencies.
- 9.2 To the extent permitted by law, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions or omissions, and those of its employees, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance, public officials liability, and law enforcement liability, as applicable, covering all acts and omissions of its councilors, subcontractors, officers, directors, partners, agents, employees and volunteers in respect of loss by, injury to or death of third parties (including, in the case of the Entity, CRC Personnel), arising from the acts or omissions of such Party in connection with this Agreement. This insurance coverage:
- a) will be TEN MILLION DOLLARS (\$10,000,000 CDN) per occurrence with an aggregate limit of not less than TEN MILLION DOLLARS (\$10,000,000 CDN),
 - b) will include the other Party as an Additional Insured;
 - c) and (iii) will contain a Cross Liability and Severability of interest clause. Each Party shall promptly deliver, upon request, certificates of insurance throughout the Term.
- 9.3 Each Party shall maintain computer security and privacy liability insurance in an amount appropriate for the sensitive information it will collect and store under the performance of the Agreement including defence costs. The policy shall extend to include the intentional, fraudulent or criminal acts of the Party, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:
- a) unauthorized use/access of a computer system;
 - b) defence of any regulatory action involving a breach of privacy;
 - c) failure to protect confidential information from disclosure; and
 - d) notification costs, whether or not required by law.
- 9.4 Each Party shall obtain and maintain crime/employee dishonesty insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000), covering the dishonest acts of a Party's employees and agents, acting alone or in collusion with others, and including third party coverage, with the other Party included as a loss payee.
- 9.5 Each Party shall also obtain and maintain insurance against liability for bodily injury and property damage caused by owned or rented vehicles and used during the period of and in

connection to the operations arising from this Agreement, including a passenger hazard in the amount of TWO MILLION DOLLARS (\$2,000,000.00) per claim. If a Party's emergency response utilizes services from a local emergency response agency that is a private or volunteer-based entity with response vehicles titled in the entity's name, the Party utilizing such services shall be responsible for guaranteeing that the entity has the automobile liability coverage as outlined in this section.

- 9.6 Each Party shall provide the other Party with at least thirty (30) days written notice of its intention to decrease, cancel or not renew the policy.
- 9.7 Notwithstanding anything to the insurance requirements above, the Parties may maintain a self-insurance program for all or any part of the foregoing liability risks, provided such self-insurance policy in all material respects complies with the requirements applicable to the requirements set forth in clause 9.
- 9.8 Depending on this size/quantum of event under this Agreement, the Parties agree that the above insurance terms set forth in clause 9 may require revision to accurately reflect scope and risk of the activities performed under this Agreement.

10. TERMINATION

- 10.1 Either Party may terminate this Agreement for convenience upon 60 days written notice; however, all costs related to a scale down of Services, which may take longer than 60 days during an active response, shall be Eligible Expenses.
- 10.2 Either Party may terminate this Agreement immediately for cause if the other Party is in breach of a material provision of this Agreement and such breach has not been cured in a reasonable time following written notice to such other Party or is by its nature incapable of being cured. A reasonable time shall be thirty (30) days or such other time as is reasonable in the circumstances.
- 10.3 On termination:
- a) The Entity shall pay any financial obligations (i) incurred prior to termination and (ii) for all Services performed, including costs to the CRC to wind down Services, which may extend beyond the date of termination.
- 10.4 **Survival.** Provisions of this Agreement which are expressly or impliedly intended to remain in force after termination shall do so, including without limitation the provisions regarding retention of records, indemnity, financial obligations upon termination, confidentiality, privacy and intellectual property.

11. NOTICE

- 11.1 Contractual notices, requests, demands, or other communications (collectively called “**Notices**”) hereunder shall be given in writing by personal delivery, by postage prepaid registered mail, or by email. **Requests and communication regarding the activation and provision of Services or Stand By (Notification) are not governed by this Section but are governed by the protocol set out in Schedule “D”.** The address of each Party for contractual Notice shall be as follows,

CRC:

Jennifer McManus, Vice President
Canadian Red Cross
Alberta and Northwest Territories
1305 11Ave SW
Calgary, AB T3C 3P6
jenn.mcmanus@redcross.ca

Town of Taber:

Gary Scherer, Interim CAO,
DEM
Town of Taber
4900A 50th St
Taber, AB T1G 1T1
gary.scherer@taber.ca

or at such subsequent address given by such Party to the other Party by Notice in writing from time to time.

- 11.2 All Notices shall be deemed to have been received when delivered by hand or transmitted by email or, if mailed, ten (10) Business Days after the day of the mailing thereof, excluding any time during which the normal mail service is interrupted by strikes or other irregularities.

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1 “**Confidential Information**” means any information or material that relates to a Party’s business and affairs, including CRC client lists and information related to the suspension or termination of this Agreement, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information or the circumstances of disclosure, to be confidential. Confidential Information does not include information that (i) is in the public domain at the time of its communication; (ii) is independently developed by each Party; (iii) entered the public domain through no fault of the receiving Party subsequent to communication with the other Party; (iv) is in possession of the receiving Party free of any obligation of confidence at the time it was communicated to the receiving Party; or (v) is communicated to the receiving Party by a third party under no legal obligation to maintain the confidentiality of the information.
- 12.2 Each Party shall not disclose the other Party’s Confidential Information without express written consent or unless required by law, nor make use of the other Party’s Confidential Information except in the performance of this Agreement. Each Party shall protect the other Party’s Confidential Information from transfer or disclosure by the same measures

that it uses to protect its own confidential information, but in any event by not less than reasonable measures. Where disclosure is required by law, prior to disclosure, the Parties will discuss the legal requirement and jointly determine amount and type of Confidential Information, if any, which must be disclosed in order to comply with the law.

- 12.3 **“Personal Information”**. During the performance of this Agreement, each Party may collect, have access to or receive Personal Information which may include information that identifies or could identify Emergency-Affected Persons, including but not limited to (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number. In no event may either Party sell, license, lease or trade such Personal Information to any third party, nor disclose it except when necessary for the performance of each Parties’ obligations, or the exercise of each Parties’ rights, under the Agreement. All Personal Information that is collected, accessed, used, stored and/or disclosed by a Party in connection with this Agreement shall be handled in strict compliance with all applicable Canadian federal, provincial and foreign privacy and data protections laws. Without limiting the generality of the foregoing, the CRC must, in relation to Personal Information that is collected, accessed, used, stored and/or disclosed on behalf of the Entity in connection with the Services described in Section 4.2(b) and (c) of the Agreement comply with the requirements of Albert *Freedom of Information and Protection of Privacy Act* (“FOIP” act), which are applicable to the CRC as a service provider in connection with such Services, including any applicable order of the Office of the Information & Privacy Commissioner for Alberta under FOIP. The CRC acknowledges that it is familiar with the requirements of FOIP governing Personal Information that are applicable to it as a service provider.
- 12.4 **Access to Information Requests**. The Parties acknowledge they may be subject to access to information legislation. Where such a request is received, the other Party shall be notified and given sufficient time and opportunity to object with regard to their own Confidential Information in writing prior to the release of any information, in accordance with and as permitted under the applicable legislation.
- 12.5 Without limiting the generality of section 12.3 above, the CRC shall establish, and maintain, records of all Emergency-Affected Persons who are registered. These records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. Records will also include supporting documentation, the basis for assistance, and payment amounts. Such records will be in the CRC’s care, custody and control. If requested, the CRC may provide an export of the anonymized records to the extent permitted by applicable laws.

13. INTELLECTUAL PROPERTY

- 13.1 The Red Cross emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. The Canadian Red Cross Society

Logo is the Red Cross emblem plus the phrase “Canadian Red Cross” or “Croix-Rouge canadienne”, as set out in CRC’s graphic standards.

13.2 The Entity may not use the logo, name or emblem of CRC without CRC’s prior review and written approval. Use of the emblem alone is strictly prohibited.

13.3 **Intellectual Property and Copyright.** Each Party shall own exclusively all information and material created or prepared by it in its performance of this Agreement. For greater clarity, CRC retains the intellectual property rights, including, copyright and exclusive right of use for its own service provision methods, document templates, emergency management training techniques and all materials related to these functions.

14. FORCE MAJEURE

14.1 The interpretation of the contractual rule of Force Majeure under this Agreement shall take into account that this Agreement is intended to be performed in circumstances of Emergency. The Parties confirm that the performance of their obligations is intended to be provided in such circumstances, and any failure of performance shall be assessed in that context.

14.2 Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to Force Majeure and the Party has promptly notified the other Party of the Force Majeure circumstance. In the event of a Force Majeure, the Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure, or termination of this Agreement. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least once every three (3) months. If the force majeure condition continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

15. GENERAL PROVISIONS

15.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and, except as expressly set out herein, supersedes all other or prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties in respect of the subject matter.

15.2 **Amendments.** This Agreement may be amended only by written instrument executed by the Parties.

15.3 **Media Communications.** No Party shall make any press release, public announcement or other public commentary relating to this Agreement, the Services or the other Party without prior consultation with and the approval of the other Party. As part of the preparedness activities undertaken by the Parties, the Parties will endeavor to develop a

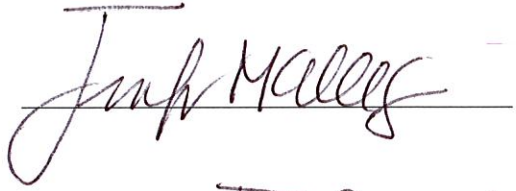
communication strategy to be applied during an emergency event, which will set out the specific roles and responsibilities of each Party with respect to external communications.

- 15.4 **Fundamental Principles.** The Parties shall carry out this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent movement, attached hereto as Schedule “E”.
- 15.5 **Relationship of the Parties.** The relationship of CRC to the Entity in performing the Services under this Agreement is that of independent entities, and nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between CRC and the Entity.
- 15.6 **Assignment.** This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. CRC may, in its discretion, subcontract the performance of Services, which shall not affect CRC’s responsibility for the performance of its obligations under this Agreement.
- 15.7 **Dispute Resolution.** The Parties shall make reasonable efforts to settle by negotiation, with or without the assistance of a mediator, any dispute that arises as a result of any claim or controversy in connection this Agreement.
- 15.8 **No Waiver.** No waiver by any Party of any breach by the other Party of any of its obligations hereunder shall be a waiver of any subsequent breach of the same or any other obligation, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 15.9 **Severance.** Any provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions.
- 15.10 **Time is of the Essence.** Time shall be of the essence in all provisions of this Agreement.
- 15.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.
- 15.12 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by, the laws of the Entity where the Entity is located and the federal laws of Canada applicable therein, excluding conflict of law provisions.

IN WITNESS WHEREOF each of CRC and the Entity have caused this Agreement to be signed and delivered by its duly authorized representative:

For the CRC:

For the Entity:





Name (print): Jennifer McManus

Name (print): Andrew Prokop

Title: Mayor

Date: MARCH 29, 2021

Title: Vice President CRCs
Alberta, NWT



Date: January 24, 2022

Name (print): Gary Scherer

Title: Interim Chief Administrative
Officer and Director of Emergency
Management

Date: 22 March / 2021

SCHEDULE "A"
DESCRIPTION OF SERVICES

Core Principles

CRC operates in accordance with the Fundamental Principles. In addition, CRC recognizes that every action must be considered with a focus on the individual, family and community; that success is dependent on participation and community engagement in all aspects of work; and that every community is unique. Therefore, CRC will remain flexible to changing circumstances and responsive to new learning. CRC commits:

- to build and execute programs in collaboration with government actors and key stakeholders;
- that programs will recognize community capacity, assets and resilience, and will respect community priorities, culture and customs, acknowledging that people and communities are the decision makers for their recovery and rebuilding efforts;

- to hold itself accountable to both those CRC seeks to assist and those from whom the organization accepts resources;
- that programs will strive to not only meet basic needs but also reduce future vulnerabilities; and
- CRC will strive to not duplicate assistance and its programming is designed to avoid duplication

CRC can provide the following Services under this Agreement, upon request by the Entity:

- Registration
- Relief Support and Direct Financial Assistance
- Safety and Wellbeing
- Support to Re-Entry
- Support to Self Recovery
- Transitional Shelter/Lodging and Housing Repair and Reconstruction
- Capacity Building/Disaster Risk Reduction
- Donation Management
- Volunteer Management
- Coordination of Organizations Offering Assistance

Further services may be provided subject to discussion and mutual agreement.

FULL LIST OF SERVICES

Generally programs in the relief and early-recovery phases make use of volunteers, while programs in the recovery phase are delivered by CRC staff and through partnerships.

When applicable, services will also be provided to support those who have evacuated outside of Entity.

Client-Facing Emergency Response Services

Program Name	Relief During Evacuation	Support to Return Home and Recovery
Registration	X	
Relief Support and Direct Financial Assistance	X	X
Safety and Wellbeing	X	X
Community Partnerships Program	X	X

Support to Small Business	X	X
Support to Re-Entry		X
Support to Self Recovery		X
Transitional Shelter/Lodging and Housing Repair and Reconstruction		X
Capacity-Building/Disaster Risk Reduction		X
Donation Management	X	X
Volunteer Management	X	X
Coordination of Organizations Offering Assistance	X	X

Registration	
Phase(s):	Relief During Evacuation Only

Evacuations are chaotic, separating families and forcing people to flee their homes at short notice without adequate food, clothing or medications/personal supplies. Digital registration is the foundation of an effective and cost-efficient operation, revealing who has been affected and where they have evacuated to. CRC is able to provide the following services under this heading:

- Registration
 - Register households through a digital online registration portal, by phone through a contact centre, or in-person through community outreach
- Communication
 - Support two-way communication with the affected population through a contact centre, social media monitoring, and SMS and e-mail using Emergency-Affected Persons' contact information provided during registration
- Family Reunification
 - Support the reunification of families separated by the disaster, including inquiries about well-being
- Data Management
 - Manage the verification and eligibility assessment for registrants
 - Manage data quality to ensure non-duplication of records
 - Support the understanding of the human impact of the disaster through mapping and analytics of registrants, including current location and demographics, as well as using data collected through surveys of Emergency-Affected Persons and other sources as available

Relief Support and Direct Financial Assistance

Phase(s):	Relief During Evacuation Only
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Evacuations take a heavy financial toll on households as time goes on, especially for families with pre-existing vulnerabilities. When combined with Registration (Program 1 above), CRC is able to provide the following services and activities in the area of Relief Support and Direct Financial Assistance:

- Financial Assistance
 - Provide defined amounts of financial assistance to each affected household to assist with food, clothing, shelter and other basic needs once evacuees have been verified and confirmed to be eligible
 - Provide alternate arrangements for households unable to accept e-transfers
 - **Note:** CRC will provide additional supplementary financial assistance to vulnerable households deemed eligible on a case-by-case basis, funded from CRC monies
- Emergency Support Services Support with Local Authorities
 - CRC volunteers will provide support to evacuees within host communities, including at shelters and reception centres, in conjunction with local authorities to support the provision of Emergency Social Services, including food, clothing, lodging and personal services

Safety and Wellbeing

Phase(s):	Relief During Evacuation Onwards
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Emergencies create and exacerbate a range of issues impacting individual, family and community wellbeing, and such issues present themselves at different stages of the emergency continuum, from relief to recovery. Safety and Wellbeing (SWB) addresses the psychosocial needs of those affected and contributes to individual and community capacity and resiliency in the areas of mental health and psychosocial support (MHPSS).

In close collaboration with key stakeholders, including but not limited to the provincial and regional Health Authorities, Ministry of Health Disaster Psychosocial (DPS), CRC can support the following services and activities for Emergency-Affected Persons while they are displaced, at re-entry and continuing through longer-term recovery:

- Promotion of and Support for Networks Addressing Safety, Protection and Wellbeing
 - Support efforts and activities identified through the relevant Regional Health Authorities and Ministry of Health
 - Support community-based structures that provide hotlines, crisis lines or direct services
 - Support recognized training initiatives to build local capacity to support recovery efforts
 - Education campaigns and awareness-raising initiatives
- Support for Community Outreach

- Support community outreach to facilitate emotional support and appropriate service referrals
- Support for Community Resilience Building
 - Partner with social profits, NGOs and government to address needs of special populations in different stages of the recovery process

Community Partnerships Program	
Phase(s):	Relief During Evacuation Onwards

Recognizing CRC’s commitment to support community capacity, assets and resilience and reduce future vulnerabilities (as articulated in the Core Principles), a community grants program provides an opportunity for the community to identify projects, activities, and events supporting the recovery process. The Program is closely coordinated with key stakeholders to ensure that the views of government, community service providers, local residents and businesses are considered when approving projects. The program can support the following areas of assistance:

- Emergency Relief
 - Meeting the immediate needs of impacted populations through individual and community-based support
- Community Strengthening
 - Initiatives to that bring community together and promote networks of support and community connectedness
- Safety & Wellbeing
 - Services that address individual wellbeing and protection and strengthen formal and informal psychosocial support structures and networks
- Indigenous Programming
 - Support that meets the unique recovery needs and priorities of impacted Indigenous communities
- Disaster Risk Reduction
 - Support for small-scale, community-identified activities that would not be covered under Program 8 but which will supplement it by helping to mitigate and prepare for future fire and other emergencies

Support to Small Business	
Phase(s):	Relief During Evacuation Onwards

Accelerating business and economic recovery is crucial to rebuilding local communities. This program aims to stimulate local economy by assisting small business owners and, in turn, boosting employment in fire-affected areas. The Program is closely coordinated with key stakeholders such as government Ministries, Community Futures and other economic development agencies. CRC can provide or support the following areas of assistance:

- Business Recovery Support
 - Support with registration for, key information about and referrals to available services, assistance and resources for small business owners affected by the disaster

- Emergency Assistance Payments
 - Work to provide financial assistance for small business owners, including farmers, guide outfitters and ranchers
- Other Services May Include:
 - Promote linkages through referrals to available business counselling, mentoring and support services;
 - Provide business counselling and mentoring services
 - Fund the replacement of livelihood tools and materials
 - Support events that directly support the business community
 - Make additional education and training opportunities available to small business owners

Support to Re-Entry	
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Phase(s):	Support to Return Home and Recovery Only
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Working in close collaboration with the authorities and the Entity, CRC is able to provide the following services to support re-entry:

- Assessment and Planning Support
 - Working in close coordination with the authorities and the Entity, assess evacuee needs and intentions with regards to re-entry, allowing for more effective planning and minimizing unnecessary expenditure
- Transportation
 - If/where required by the local authorities, CRC works in close coordination with the relevant authorities to arrange for transportation back to their community for evacuees without transportation
- Re-Entry Registration
 - Manage staggered re-entry (e.g. street by street) through re-entry registration and validation
- Re-Entry Assistance
 - Provide re-entry cash support and clean up kits for evacuees returning home
- Referrals
 - Further develop the CRC’s pre-existing referral network to provide clear and accessible information on a case by case basis and referral to other organizations best able to assist

Support to Self-Recovery	
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Phase(s):	Support to Return Home and Recovery Onwards
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Building on the support provided in Program 1 during the relief phase (Relief Support and Direct Financial Assistance), Support to Self-Recovery considers the unique needs of each individual household as they enter the early recovery phase, and promotes existing capacities and provides appropriate assistance to individuals and families to help them to rebuild and meet their needs.

Key activities may include:

- Case Management

- Provide culturally sensitive case management to all evacuees to ensure a complete understanding of household needs and capacities, and support them through access to CRC services and other support networks
- Provide outreach services to support the portion of the population who may be unable to access services directly
- Service Delivery
 - Provide registrants with direct assistance
 - Fund additional assistance for eligible households in line with CRC assistance guidelines. This may include financial assistance for basic needs including food, clothing, shelter and personal items.
- Referrals
 - Promote community connectedness through a comprehensive referral network for services and assistance

Transitional Shelter/Lodging/Housing Repair and Reconstruction	
Phase(s):	Transition/Early Recovery Onwards

In some recovery events housing is a core area of support. In close collaboration with the authorities, BC Housing, Indigenous Services Canada and other key stakeholders and in coordination with existing programs, CRC can provide the following shelter assistance for those planning to return home as well as those who are not able (or choose not) to return home. While the type of assistance provided is based on need and capacity, including lack of insurance or inadequate insurance coverage, it may include the following components:

- Assistance for Immediate Housing Needs
 - Provide assistance to support eligible households with housing and housing-associated costs, including but not limited to rent, mortgage payments, and temporary accommodations, depending on the particular household requirements
- Assistance based on Vulnerability
 - Provide additional assistance for eligible households (depending on insurance status), including replacement of household contents and other support
- Housing Repair and Reconstruction
 - Provide assistance to support eligible households with housing repair and reconstruction costs, including but not limited to construction supplies, down payment and other rebuilding costs
- Other
 - Debris removal, outbuildings, building permits, and other transitional shelter support as required

Capacity-Building/Disaster Risk Reduction	
Phase(s):	Support to Return Home and Recovery Onwards

This program will work in close coordination with existing local and provincial government programs to ensure that Disaster Risk Reduction best practices are incorporated into the other streams of programming. The program will also designate specific resources to support capacity

building at the household, community and regional level. Under this stream of programming, CRC can provide/support the following areas of assistance:

- Support to Building Local Capacity
 - Work in conjunction with local and regional authorities to augment the resources available for ‘fire or flood smart’ repairs and reconstruction, as most individuals will find that they have insufficient insurance coverage
 - Through community planning, identify key mitigation and preparedness priorities and support a range of activities to mitigate the impact of future emergencies
- Personal / Family / Community Preparedness Education
 - Coordinate with existing and planned preparedness activities led by local authorities and the Entity to provide supplementary preparedness education to households and communities in high-risk areas, including vulnerable communities, as requested

Non-Client-Facing Emergency Response Services

CRC may be able to provide the following additional Services, at the request of the Entity. These Services will be provided only where appropriate and where funding (as applicable) exists, upon mutual agreement of the Parties.

Donation Management	
Phase(s):	Evacuation Onwards

In times of emergency, businesses may want to contribute to the provision of assistance to Emergency-Affected Persons. Donation management aims to coordinate in-kind corporate donations to avoid duplication and waste and to ensure timely, accurate and effective distribution.

Service delivery may include:

- Call Centre: Establishing a call centre to accept donations
- Outreach Activities: Reaching out to businesses with respect to donations
- Donation Distribution: Distributing donations according to beneficiary needs

Volunteer Management	
Phase(s):	Evacuation Onwards

In times of emergency, residents may want to spontaneously volunteer their time through CRC to help Emergency-Affected Persons. It is crucial to coordinate these volunteer offers for the safety of volunteers and beneficiaries and the effectiveness of relief efforts.

Service delivery may include:

- Call Centre: Establishing a call centre to accept volunteer offers
- Online Registration: Establishing online volunteer registration via the CRC website
- Police Check: Conducting police background checks of new volunteers
- Orientation: Providing orientation sessions to provide information to volunteers about the response and work to be done

Coordination of Organizations Offering Assistance	
Phase(s):	Evacuation Onwards

Local organisations, including other voluntary sector agencies, have valuable resources that, when used in a coordinated manner, can improve the coverage, cost-efficiency and timeliness of assistance for Emergency-Affected Persons. CRC can work with these agencies to ensure resources are deployed in a complementary way, increasing effectiveness and minimizing the risk of duplication.

Service delivery may include:

- Inventory of Resources: Establishing a list of local community groups and their specific service offerings
- Coordination Mechanism: Establishing coordination mechanisms such as meetings or conference calls

SCHEDULE "B" REPORTING SCHEDULE

CRC will make reasonable efforts to provide the following reporting with respect to the Services. All reports shall be provided to the Entity contact person as per the Notification Protocol unless otherwise directed. Where payment is requested, reports will include invoices.

PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES

These provisions may be superseded by an emergency-specific agreement, where applicable.

Report	Content	Timing	Entity Response
Preparedness			
Annual Report	Narrative report on capacity development and preparedness activities (personnel, equipment, supply stocks, exercises); invoice for annual contribution.	April of each year	Within 30 days of receipt
Emergency Responses (to be completed)			
Response Report	Narrative and statistical report on services provided to emergency-affected persons for Level 2+ response.	Within 30 days following end of response operations.	Not required.

SCHEDULE "C"
ELIGIBLE COSTING RULES

ACTIVATION AND REIMBURSEALBE COSTS

The CRC will incur all direct aid expenses in accordance with its eligible costing rules.

Where Services are activated by the Entity, the CRC will seek reimbursement from the Entity for all direct costs incurred in relation to the provision of the Services.

For greater clarity, the CRC shall be permitted to bill all direct costs incurred for the performance of the Services including, but not limited to, personnel, travel, sub-contractor and direct aid costs in accordance with its own policies and procedures.

The CRC shall also charge an overhead costing rate of 12 percent against all direct costs incurred.

SCHEDULE "D"

NOTIFICATION PROTOCOL

The Parties designate the individuals identified below as their respective contacts in relation to the activation of Services or Stand By:

CRC:

Duty Officer: 1-888-800-6493

The CRC Duty Officer phone number provides 24/7 response capability and a single point of contact to the Entity, other partners, Emergency-Affected Persons, CRC personnel and the public.

Entity:

Gary Scherer, Acting CAO, DEM

Phone: 403-634-6365

Email: gary.scherer@taber.ca

Preferred means of communication: call/text

Alternate means: email

Either Party may change its designated contact by written notice to the other Party.

To activate the Services for the Entity or place CRC on Stand By, the Entity shall make a request to the CRC contact indicated above and shall provide information about the Emergency or anticipated Emergency as set out below to facilitate the deployment of appropriate personnel and resources (Notification).

In the absence of Notification, CRC shall not be obligated to provide Services; however, if CRC receives notice directly from an affected community or otherwise becomes aware of a situation which may warrant the deployment of Services, CRC may contact the Entity and seek approval for the activation of Services. Furthermore, this Agreement does not restrict the ability of CRC to provide aid on its own initiative and at its own expense, outside of this Agreement.

When requesting or approving the activation of Services, or when requesting that CRC go on Stand By, the Entity shall provide the following information, to the extent applicable and available:

- i. the nature and location of the Emergency;
- ii. the time the Emergency occurred;
- iii. the number of affected people (if known);
- iv. any current or possible evacuation, and the expected duration of the evacuation operation;
- v. emergency services on scene;

- vi. the Services (per Schedule “A”) that are requested; and
- vii. the location of Emergency Sites or other locations where Services are needed or will be delivered;
- viii. any identified threats or hazards to the affected population or to CRC Personnel;
- ix. location of affected vulnerable populations, such as long-term care facilities or hospitals;
- x. any special instructions, limitations or risks; and
- xi. Entity liaison officer name(s) and contact information (if different from the Notification contact listed in this Section).

In order to enable the CRC to determine the eligibility of disaster-affected people, specific datasets will be required from the Entity in order to ensure the efficient, equitable and transparent delivery of digital assistance services. This data may include:

- i. data on the boundaries of impacted areas and/or evacuation boundaries, including geospatial polygons where available;
- ii. point data and/or address information for impacted residences;
- iii. information regarding the status of essential services such as hydro, water, heat, etc. within the relevant areas; and
- iv. relevant statistics related to the population, demographics, or other sociologically significant indicators of an affected community.

Data sets shall be conveyed in a machine-readable format (e.g. as raw data, not as a PDF). Where the datasets contain personal information they shall be transferred using encryption or a secure file transfer protocol site (FTP).

SCHEDULE “E” FUNDAMENTAL PRINCIPLES

Humanity	The International Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.
Impartiality	The Movement makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.
Neutrality	In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.
Independence	The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.
Voluntary Service	It is a volunteer relief movement not prompted in any manner by desire for gain.
Unity	There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.
Universality	The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

Municipal Emergency Management Committee Request for Decision

Meeting Date: June 5, 2023

Subject:

Mutual Aid Agreement Fire

Recommendation:

The Municipal Emergency Management Committee agrees with Administrations decision to allow the Mutual Aid Agreement to expire on June 1,2023, using the Southern Alberta Emergency Management Resource Sharing Agreement to take its place.

Background:

The Fire Mutual Aid Agreement between our two organizations the Town of Taber and the MD of Taber will expire as of June 1, 2023. This decision was made after careful consideration and review of the current circumstances, as we both have signed on to the Southern Alberta Emergency Management Resources Sharing Agreement (SAEMRSA) we don't find the need to have a secondary agreement in place.

As you are aware, the Fire Mutual Aid Agreement allowed our organizations to provide mutual aid and support in the event of a fire or other Emergency situation. This will not change using the SAEMRSA, this will only reduce duplication of paperwork between our organizations.

Please know that this decision was not reached lightly, and we understand the importance of mutual aid and collaboration between our organizations. We remain committed to find efficiencies and work with our partners in any way we can so that our organizations can continue to maintain strong and productive relationships moving forward.

Legislation / Authority:

MGA 3

Strategic Plan Alignment:

Define & practice good Governance.

Financial Implication:

This will not affect the operational budget in 2023 or in the future.

Service Level / Staff Resource Implication:

Service Level will remain unchanged.



Justification:

This was done to reduce duplication of agreements.

Alternative(s):

The Municipal Emergency Management Committee could request other options.

Attachment(s): Fire Mutual Aid Agreement with MD of Taber
SAEMRSA Agreement

APPROVALS:

Originated By:
Steve Munshaw

Chief Administrative Officer (CAO) or Designate: _____

MUTUAL AID AGREEMENT

THIS AGREEMENT made effective as of the 1 day of June, 2020.

BETWEEN:

MUNICIPAL DISTRICT OF TABER NO. 14,
a municipal corporation within the meaning of the *Municipal Government Act*, R.S.A.
2000, Chapter M-26

(the “MD”)

-and-

The Town of Taber,
a municipal corporation within the meaning of the *Municipal Government Act*, R.S.A.
2000, Chapter M-26

(the “TOWN”)

WHEREAS the MD operates a Fire Department and provides fire protection services to the residents of the MD;

AND WHEREAS the Town operates a Fire Department and provides fire protection services to the residents of the Town;

AND WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality;

AND WHEREAS an Emergency may affect either Party to such a degree that one Party may require the assistance from the other Party to respond to the Emergency;

NOW, THEREFORE, IN CONSIDERATION of the herein before recited premises and the mutual covenants of the Parties hereto agree as follows:

1. PURPOSE

- 1.1 To form an agreement between the Parties for Assistance to be provided in the event of an Emergency that exceeds the capacity of the responding Fire Department's ability to effectively preserve life or to mitigate property loss.

2. DEFINITIONS

2.1 For the purpose of this Agreement:

- a "Assistance" means the provision of fire suppression services, personnel, materials, equipment and services under the control of the MD Fire Department or the Town Fire Department and includes a Full Response and a Standby Response;
- b "Authorized Fire Official" means a member of the Fire Department who is in charge of the response or call including the Fire Chief or Member in Charge;
- c "Dispatch" means Taber Police Service which maintains radio communication with the respective Fire Departments;
- d "Emergency" means a present or imminent event that requires prompt coordination of action to protect the health, safety or welfare of people or to limit damage to property including a fire or incidents requiring trained firefighters and associated equipment to use skill and judgment in the suppression of fire, protection of property or First Aid together with required equipment and techniques;
- e "Fee" means the fee for providing a Full Response as set out in Schedule "A" to this Agreement;
- f "Fire Chief" means, in the case of the MD, the person holding the office of the Fire Department's Fire Chief, and in the case of the Town, the person holding the office of the Fire Department's Fire Chief, or that person's designate;
- g "Fire Department" means the MD Fire Department and its Members or the Town Fire Department and its Members, as the context requires;
- h "First Aid" means the provision of initial care for an illness or injury until definitive medical treatment can be accessed and generally consists of a series of simple and, in some cases, potentially life-saving techniques that an individual can be trained to perform with minimal equipment;
- i "Full Response" means that the Responding Party will deploy its available Members and equipment immediately in order to provide Assistance to the Requesting Party;
- j "Member" means a duly appointed member of the Fire Department including but not limited to permanent, part time, paid on call and volunteer fire fighters;

- k "Parties" means both the MD and the Town and "Party" means either of them, as the context requires;
- l "Requesting Party" means the Fire Department that has the Emergency and is requesting Assistance;
- m "Responding Party" means the Fire Department that is providing Assistance; and
- n "Standby Response" means that the Responding Party will coordinate its available Members and equipment and will be prepared to deploy its Members and equipment for the purpose of providing Assistance immediately at the further request of the Requesting Party.

3. TERM OF AGREEMENT

- 3.1 From the Effective Date of this Agreement, the Requesting Party may request the Responding Party to provide Assistance to the Requesting Party.
- 3.2 The term of this Agreement will commence upon June 1, 2020 and shall terminate on June 1, 2023.
- 3.3 Either Party may terminate this Agreement at any time by providing not less than thirty (30) days' prior written notice of its intention to terminate the Agreement to the other Party.
- 3.4 The Parties shall review this Agreement on an annual basis including any required revisions to fees, charges or terms which may be agreed to in writing by the Parties. The review will be done after April 1st to allow for new Alberta Transportation fees to take effect.
- 3.5 Notwithstanding Paragraph 3.4, either Party may request a meeting to discuss concerns or required changes to the Agreement at any time by providing the other party with not less than thirty (30) days' prior written notice of the meeting request including details of the issues to be discussed at the meeting.

4. PROCEDURE FOR INVOKING MUTUAL AID

- 4.1 All requests for Assistance shall be made in accordance with the following procedure:
 - a) An Authorized Fire Official of the Requesting Party shall request Assistance from the Responding Party by placing the request through their local dispatch either by radio and shall advise if:
 - i. the Requesting Party is requesting a Standby Response or Full Response, and
 - ii. what apparatus is being requested.

- 4.2 For further clarity each municipality shall provide a list of Fire Service Apparatus and Equipment that is available for Mutual Aid response and shall attach to this agreement as Schedule “B”.

5. **COMMAND AND CONTROL OVER EMERGENCY RESPONSE PERSONNEL AND EQUIPMENT**

- 5.1 Fire Department personnel, Members and equipment are, at all times, under the direct command of their own respective Fire Departments.
- 5.2 Authorized Fire Officers of the Requesting Party shall be responsible for directing the deployment of tasks and equipment dispatched to their aid by the Responding Party. The ICS system will be utilized.
- 5.3 Unless mutually agreed upon, when both Fire Departments are engaged in an Emergency response, the overall operation shall be directed by the Fire Department in whose jurisdiction the Emergency is occurring.
- 5.4 Assistance to the Requesting Party from the Responding Party is to be provided for a period of time not longer than that deemed appropriate by the Requesting Party.

6. **RESPONSE OBLIGATIONS OF THE PARTIES**

- 6.1 The Responding Party shall only provide the level of Assistance, including the apparatus, requested by the Requesting Party. The Responding Party shall provide additional Members and/or apparatus and equipment if requested by the Authorized Fire Official of the Requesting Party.
- 6.2 The Responding Party shall not permit any Members to provide Assistance with personal vehicles unless requested by the Authorized Fire Official.
- 6.3 Authorized Fire Officers of the responding party shall be responsible for directing the deployment of tasks and equipment as dispatched by the Requesting Party and shall ensure that no task exceeds the qualification or training of the responding fire personnel.
- 6.4 Notwithstanding Paragraph 7.2, the Responding Party shall provide not less than the following staffing levels for the requested apparatus unless otherwise directed or approved by the Authorized Fire Official of the Requesting Party:
- a) Engine / Platform: 4 Firefighters
 - b) Rescue: 4 Firefighters
 - c) Tender: 2 Firefighters
 - d) Wildland: 2 Firefighters

- 6.5 The Fire Chiefs shall coordinate the Fire Departments' joint response to Emergencies involving primary or secondary highways.
- 6.6 Where the Fire Departments are responding to an Emergency involving primary or secondary highways, the Fire Department which arrives on scene first shall assume command of the scene until relieved by the Authorized Fire Official from the Fire Department in whose jurisdiction the Emergency arises.
- 6.7 The Parties shall carry adequate insurance coverage including but not limited to insurance coverage on its Fire Department vehicles and equipment to cover any loss or damage to same.
- 6.8 The Parties shall comply with the *Worker's Compensation Act* and have other applicable insurance in place for its Members.
- 6.9 The Responding Party shall not make public statements or communicate with the media with respect to the provisions of Assistance to the Requesting Party without first having reached agreement with the Requesting Party with respect to the information to be made public.

7. LIMITATIONS OF ASSISTANCE

- 7.1 A Responding Party may, in its absolute discretion, refuse to render Assistance to a Requesting Party. In that event, the Requesting Party shall have no claim for damages or compensation against a Responding Party arising out of the refusal of that Responding Party to render Assistance.
- 7.2 If a Responding Party decides to render Assistance, the Responding Party may render the full level of Assistance requested by the Requesting Party, or a portion thereof. In the event that the Responding Party can only provide a portion of the Assistance requested, the Responding Party shall provide notice of that limitation of Assistance to the Dispatcher immediately.
- 7.3 In the event that the Responding Party decides to provide a portion of the Assistance requested by the Requesting Party, the Requesting Party shall have no claim for damages or compensation against the Responding Party arising out of the refusal of that Responding Party to render the full level of Assistance required.
- 7.4 The Responding Party shall not be liable to the Requesting Party nor any other party hereto for any failure of or delay in rendering Assistance nor shall the Responding Party be deemed to be in breach of this Agreement, regardless of the cause of such failure or delay. Where the Responding Party is delayed or prevented from rendering Assistance, the Responding Party shall, as soon as possible, give notice of such to the Dispatcher.

8. FEES AND COST RECOVERY PROCEDURE

- 8.1 There shall be no Fee imposed by the Responding Party for a Standby Response.
- 8.2 The Requesting Party shall compensate the Responding Party for providing a Full Response in an amount not to exceed the Fees specified in Schedule "A".
- 8.3 The Parties agree that Fees are to be set and charged for the sole purpose of recovering the actual costs of providing the Assistance and not for the purpose of generating profit.
- 8.4 The Requesting Party will be responsible for recovering costs relating to all Emergency responses within its boundaries.
- 8.5 In the event of a joint response by both Parties on primary and secondary highways, each Party is responsible to invoice Alberta Transportation for its own Fire Department's response.
- 8.6 All Fees are to be paid by the Requesting Parties within thirty (30) days of receipt of the invoice issued by the Responding Party.
- 8.7 The Responding Party shall issue an invoice to the Requesting Party for Fees within thirty (30) days of providing Assistance.

9. DISPUTE RESOLUTION

- 9.1 Any operational questions, concerns and/or conflicts are to be brought to the attention of both Fire Chiefs through the appropriate chain of command of the respective Fire Departments and the Fire Chiefs shall undertake reasonable efforts to resolve the issues between themselves.
- 9.2 Where the Fire Chiefs are unable to resolve the issues, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:

Any dispute between the Parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement is to be resolved by the Parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:

- a. negotiation
- b. mediation
- c. arbitration; or
- d. legal proceedings in a court of competent jurisdiction.

Except for the purposes of preserving a limitation period or obtaining an appropriate writing by the Parties, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this clause have been used

and followed in good faith. With respect to mediation, unless otherwise agreed to in writing, mediation will be in accordance with the procedures of The ADR Institute of Canada, Inc. (hereinafter sometimes referred to as the "Institute"), using as mediator a third party neutral person, either mutually agreed to by the Parties, or if the Parties are unable to agree, as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both Parties, arbitration is to be by way of a single arbitrator pursuant to the Arbitration Act of Alberta, in accordance with the rules and procedures of the Institute.

10. INDEMNITY

10.1 In this Part, the following terms shall have the following meanings:

- a. "Claims" means all claims, demands, losses, personal injury, death, costs (including legal fees on a solicitor and his own client basis), damages, property damage, actions, suits or other proceedings brought, made or prosecuted by any person or entity, resulting from the Parties' performance, purported performance or non-performance of their respective obligations under this Agreement including but not limited to failing to provide Assistance, delay in providing Assistance, any failure of any apparatus or equipment in providing Assistance or the manner in which Assistance was provided;
- b. "Requesting Party" means the Party to this Agreement for or on behalf of which Assistance is provided and includes all persons for whose conduct the Requesting Party is legally responsible including but not limited to the Requesting Party's Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of the Requesting Party; and
- c. "Responding Party" means the Party to this Agreement which provides Assistance for or on behalf of the other Party and includes all persons for whose conduct the Responding Party is legally responsible including but not limited to the Responding Party's Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of the Responding Party.

10.2 The Parties agree that Assistance provided under this Agreement by the Responding Party are at the request of and on behalf of the Requesting Party and, accordingly, unless otherwise specifically provided for in this Agreement, all risk and liability, of whatever nature and kind, arising out of the provision of Assistance by the Responding Party to the Requesting Party shall be borne by the Requesting Party.

- 10.3 Each Party hereby releases and holds harmless the other Party from all Claims unless such Claims arise directly from or are a direct result of the negligence or willful misconduct of the other Party.
- 10.4 The Requesting Party shall indemnify and hold harmless the Responding Party from and against any and all liability arising from Claims that are in any way attributable to the Responding Party's provision of Assistance pursuant to this Agreement, including but not limited to a delay in or refusal to provide Assistance, unless the Claims arise directly as a result of the negligence or willful misconduct of the Responding Party.
- 10.5 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") from any and all Claims arising directly as a result of the Indemnifying Party's negligence or willful misconduct related to the discharge of the Indemnifying Party's obligations under this Agreement including but not limited to the unauthorized use or disclosure of any Records or Personal Information.
- 10.6 Notwithstanding any other provision within this Agreement, each Party (the "Indemnifying Party") hereby releases, indemnifies and holds harmless the other Party (the "Indemnified Party") from any Claims resulting from the death of or injury to any of the Indemnifying Party's Members or damage to the Indemnifying Party's vehicles, equipment or apparatus unless the death, injury or damage is caused by the Indemnified Party's negligence or willful misconduct.
- 10.7 The Responding Party shall assume all liability and responsibility for any damage caused to or by its own apparatus while in route to or returning from providing Assistance to the Requesting Party.
- 10.8 The Requesting Party shall in no way be deemed liable or responsible for the personal property of Responding Party Members which may be lost, stolen or damaged while providing Assistance pursuant to this Agreement unless directly caused by the Requesting Party's negligence or willful misconduct.
- 10.9 The indemnity set out in this Part 11 shall include without limitation any Claim that is not covered by insurance or, if insured, is under-insured. The obligation to maintain insurance as stated in Part 12 shall not detract from the indemnification obligations established in this Part 11.
- 10.10 The provisions of this Part 11 shall survive the expiration of the Term or the termination of this Agreement.

11. INSURANCE

- 11.1. Throughout the Term of this Agreement, each Party, at its own expense, shall acquire and maintain in full force and effect, the following minimum insurance

coverage with insurers authorized within the Province of Alberta to issue insurance policies in Alberta:

- a. Commercial General Liability insuring against third party Property Damage, Bodily Injury (including death), and Personal Injury, including Products and Completed Operations Liability for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) per occurrence. Such insurance shall also include provision for:
 - i. A broad form Contractual Liability Clause,
 - ii. A Non-Owned Automobile Liability extension which incorporates
 - A. Contractual Liability Endorsement S.E.F. 96, and
 - B. Legal Liability for Damage to Hired Automobile Endorsement;
- b. Automobile Liability insuring against Bodily Injury, and Property Damage Liability arising from the use and operation of all vehicles owned, licensed or leased in the performance of the Fire Services (including liability for attached equipment if not contemplated by Commercial General Liability above) with no less than a Five Million Dollars (\$5,000,000) per occurrence limit.

11.2 Each Party shall insure its own vehicles, equipment and apparatus against direct physical loss in an amount suitable to them.

11.3 Either Party may request reasonable evidence of required insurance at any time during the Term of this Agreement and the other Party shall provide evidence within thirty (30) days of receipt of the request.

11.4 Failure to procure and maintain insurance requirements stated in Paragraph 12.1 shall constitute a default under this Agreement.

12. FOIPPA

12.1 All Records and Personal Information related to this Agreement and created, compiled, collected, maintained or obtained by the Responding Party while providing Fire Services to the Requesting Party is the property of the Requesting Party and is subject to the complete control of the Requesting Party irrespective of custody.

12.2 A Responding Party will provide to the Requesting Party any and all Records which are subject to the Requesting Party's control within 15 calendar days of receipt of a request by the Responding Party, at the expense of the Requesting Party.

- 12.3 Within thirty (30) days of the termination of this Agreement or expiry of the Term, each Party will provide to the other Party any and all Records which are subject to the other Party's control, at the expense of the Party providing the Records.
- 12.4 The Parties acknowledge and agree that FOIPPA, subject to legislation to the contrary, applies to all Records and Personal Information relating to, or obtained, generated, compiled, collected or provided under or pursuant to this Agreement.
- 12.5 Each Party shall maintain any Personal Information obtained while performing its obligations in this Agreement in accordance with FOIPPA, and will not collect, handle, use or disclose such Personal Information except in accordance with FOIPPA.
- 12.6 The Parties will not collect any Personal Information from individuals within the jurisdiction of the other Party unless the collection is authorized under this Agreement or the collection is expressly authorized by the other Party in writing in advance of any collection taking place.
- 12.7 Each Party shall ensure that its officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents, or anyone else engaged by or on behalf of the Party to carry out this Agreement complies with this Part 13.

13. GENERAL

- 13.1 This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 13.2 The Fire Chiefs of the respective Fire Departments of the Parties hereto may, from time to time, develop and agree upon operational strategy for the most efficient deployment of their personnel and equipment in a response to an Emergency.
- 13.3 This Agreement shall supersede any and all previous mutual aid agreements, whether oral or written, among the Parties.
- 13.4 This agreement is the Primary Mutual Aid Agreement and will supercede any other Area Resource Sharing Agreements.
- 13.4 This Agreement is made subject to all applicable provisions of relevant legislation, regulations, and bylaws relating to the provision of Assistance and apparatus and equipment outside of the corporate limits of a municipality.
- 13.5 The duties, obligations and liabilities of the Parties are intended to be separate, not joint or collective. Nothing in this Agreement is intended to create a partnership of any kind. Each party hereto is individually responsible for its own

conduct and obligations as set out in this Agreement or otherwise agreed to and confirmed in writing.

13.6 No interest in this Agreement may be assigned without the prior written consent of the Parties hereto. No Party may be added as a party to this Agreement without the prior written consent of the Parties hereto.

13.7 If any Party desires to give notice to any other Party under or in connection with this Agreement, such notice should be given as follows:

a. to the MD by delivery to or by postage prepaid mail addressed to:

Municipal District of Taber No. 14
4900B-50 Street
Taber, AB T1G 1T2

Attention: Brian Schafer DEM / Regional Fire Chief

or by fax to the fax number of the MD at 403-223-1799 or by e-mail to vauxhallfirechief@mdtaber.ab.ca

b. to the Town by delivery to or by postage prepaid mail addressed as follows:

Town of Taber
4900A 50th St
Taber, AB T1G 1T2

Attention: Steve Munshaw Fire Chief

or by fax to the Town of Taber 403-223-5502 or by e-mail to fire.chief@taber.ca

c. Each party may change the contact information provided in this Paragraph 12.7 upon written notice to the other.

d. Notices sent by courier or registered mail shall be deemed received seven (7) days after being sent. Notices sent by e-mail or facsimile shall be deemed received the next business day after being sent.

13.8 A waiver by any Party hereto of the strict performance of the other of any covenant or provision of this Agreement will not of itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant, provision or term of this Agreement.

- 13.9 Each of the Parties from time to time and at all times will do all such further acts and execute and deliver all such further documents and assurances as may be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 13.10 The Parties agree that this Agreement may be amended from time to time in writing upon mutual agreement to do so to give effect to the intention of the Parties as the circumstances at the time may require.
- 13.11 The Parties agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement.
- 13.12 The recitals set out at the beginning of this document and the schedules attached hereto are hereby made part of this Agreement.
- 13.13 This Agreement shall endure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have caused to be hereto affixed their respective corporate seals attested by the signatures of their respective duly authorized signing officers, as of the day and year first above written.

MUNICIPAL DISTRICT OF TABER




REEVE



CAO

TOWN OF TABER



MAYOR



CAO

SCHEDULE "A"

FEES

1. Rates for equipment and manpower responding to an Emergency are as follows:

All rates are based on a minimum of one (1) hour response time and per 15 minute block thereafter from the time the apparatus or man power leaves from its home base till the time it returns to its home base and is back and ready for service.

Heavy Equipment - The current rate schedule published by Alberta's Ministry of Infrastructure and Transportation or Alberta Road Builders and Heavy Construction Association, whichever is the lesser, will be used.

Heavy Equipment Man Power – Each piece of equipment will be supplied with one operator and the cost for this operator will be included in the rate for the piece of equipment.
Additional Heavy Equipment Man Power & General Man Power - At their current rate of pay.

Fire Apparatus – Current year Alberta Transportation rates will be used for all Highway and on non-Highway related calls. Manpower is included in these rates per vehicle.

2. Actual cost of any consumable used such as foam or spill products.

Schedule "B"

Fire Service Equipment Available for Mutual Aid Response

Available MD of Taber Regional Fire Service Apparatus/Equipment

Apparatus	Tank Capacity Gallons	Pump n roll	Spray bars	Portable Pond	Vehicle X tools	Confined Space Certified	Ice/Water Rescue Certified	Rope Rescue Certified	SCBA	Livestock Trailer	Mobile IC Trailer
Enchant										No	No
Engine/Tender	3000	Yes	Yes	No	No	No	No	No	0		
Wildland	130	Yes	No	No	No	No	No	No	2		
Wildland	300	Yes	No	No	No	No	No	No	2		
Grassy Lake										No	No
Engine	1500	Yes	No	No	No	No	No	No	3		
Wildland	300	Yes	No	No	No	No	No	No	0		
Rescue		No	No	No	Yes	No	No	No	3		
Hays										No	No
Engine	1500	Yes	Yes	No	No	No	No	No	5		
Wildland	300	Yes	No	No	No	No	No	No	1		
Wildland	300	Yes	No	No	No	No	No	No	0		
Sierra 1-1		No	No	No	No	No	No	No	No		
MD Taber Regional										No	Yes
Engine	900	Yes	Yes	No	No	No	No	Yes	4		
Engine	900	Yes	No	No	Yes	No	No	No	4		
Wildland	300	Yes	No	Yes	No	No	No	No	0		
Wildland	300	Yes	No	Yes	No	No	No	No	0		
Rescue		No	No	No	Yes	No	No	Yes	4		
Rescue		No	No	No	No	Yes	Yes	Yes	4		
Sierra 4-1		No	No	No	No	No	No	No	0		
Vauxhall Regional										Yes	No
Engine	900	Yes	No	No	No	No	No	No	4		
Engine/Tender	3000	Yes	Yes	No	No	No	No	No	1		
Wildland	300	Yes	No	Yes	No	No	No	No	0		
Wildland	300	Yes	No	No	Yes	No	No	No	1		
Rescue		No	No	No	Yes	No	Yes	No	4		
Sierra 5-1		No	No	No	No	No	No	No	0		

Schedule "B"

Taber Fire Department Fire Service Equipment Available for Mutual Aid Response

Apparatus	Tank Capacity Gallons	Pump n roll	Spray bars	Portable Pond
Town of Taber				
Engine 6-3	900	No	No	No
Tower 6-4 110' Platform	500	Yes	No	No
Engine 6-5	900	Yes	No	Yes
Wildland 6-7	100	Yes	No	No
Rescue 6-6	No	No	No	No
Command 6-1	No	No	No	No
Command 6-2	No	No	No	No

Other Services Available:

Confined space Tech
Rope rescue Tech
Hazmat Tech
Heavy rescue Tech
Farm Extrication
Ice Rescue Tech
Swift water
Wildland Fire certified
Fire inspector Level 2
Fire investigator Level 2
Provincial Spill response trailer
Mobile Command Post



**Southern Alberta
Emergency Management
Resource Sharing
Agreement**

SOUTHERN ALBERTA EMERGENCY MANAGEMENT RESOURCE SHARING AGREEMENT

THIS AGREEMENT made this 1st day of September A.D. 2017

BETWEEN: As per list of parties identified in Appendix D

WHEREAS a major emergency could affect any community, municipality(s), and/or First Nations at any time, regardless of size to such a degree that local resources would be inadequate to stabilize the situation.

AND WHEREAS the parties to this agreement desire to progressively work toward a high level of emergency management preparedness and state of readiness for prompt regional collaboration in support of two or more parties as identified in Appendix D and Appendix E during a Type 3, 2, 1 incident/event as defined by ICS Public Safety Canada.

AND WHEREAS the parties to this Agreement are not limited to Municipal Corporations within the Province of Alberta, incorporated pursuant to the *Municipal Government Act RSA 2000, M-26*, as amended;

AND WHEREAS each party to this Agreement is required to provide *Emergency Services* within their respective boundaries;

AND WHEREAS each of the parties acknowledge and agree that it is desirable and to the parties mutual benefit, that from time to time, each be able to provide assistance to any or all of the other parties to this Agreement;

AND WHEREAS each of the parties desire to enter into this Agreement to formalize the systems and procedures which can be utilized in order for the parties to request resources and assistance from another party or parties to this Agreement and to respond where/when possible to such requests;

AND WHEREAS the parties understand that this agreement is intended for the purposes of transitioning toward formal regionalization and effective incident management for Type 3 escalating, Type 2 and/or 1 incidents to best provide public protection;

AND WHEREAS the authority for local authorities to enter into this agreement by bylaw is provided in Sections 7 (a & f) and 54 of the current Municipal Government Act and/or Band Council Resolution (BCR).

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt of which are hereby acknowledged, each municipality and First Nations Council that is a party to this Agreement agrees as follows:

1. In this Agreement, the following words and terms shall have the following meanings:

a) “*Assistance*” shall mean *Emergency Services* and/or multidisciplinary resources made

- available pursuant to this Agreement. *Assistance* may relate to incidents that the *Requesting Party* may or may not attend, and/or incidents that the *Requesting Party* does attend, but believes it would be prudent to require additional resources for augmenting response purposes.
- b) “*Consumables*” shall mean tools; equipment and products once used cannot likely be recovered.
 - c) “*Designated Officer*” shall mean person whom in their scope of responsibilities can authorize the employment or deployment of equipment, personnel, consumables and delegation of authority for the provision of *Emergency services*.
 - d) “*Emergency Services*” shall be multidisciplinary organizations who evaluate and/or respond to all hazards incidents and/or events for the purposes of providing public safety protection.
 - e) “*Equipment*” shall mean vehicles, apparatus and equipment by type and by kind, commensurate with the degree of complexity of the incident.
 - f) “*Fee Schedule*” shall be on a cost recovery basis as defined by the *Responding Party(s)*. Where the *Fee Schedule* is in dispute, the posted Rate Schedule published by Alberta’s Ministry of Infrastructure and Transportation shall be utilized.
 - g) “*FOIPPA*” The parties hereby acknowledge and agree that this Agreement and its contents may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act (FOIPPA), Alberta*, and nothing in this Agreement shall require a party to violate any duty or obligation the party has or may have under *FOIPPA*.
 - h) “*Governance*” of this agreement shall be accomplished through the Chair of *SAEMRSA* whom shall be chosen by committee members by whatever means deemed appropriate by the committee and will be responsible for a one-year term to coordinate meetings, assign a minute taker who will distribute minutes to all parties.
 - i) “*Incident Complexity*” typing shall be defined in concert with ICS Public Safety Canada as per Appendix G
 - j) “*Incident Management Team*” as defined as per Appendix F
 - k) “*Local Authority*”: is defined in Section 1 (g) of the current *Emergency Management Act, Alberta*.
 - l) “*Municipality*” is defined in Section 1 (i) of the current *Emergency Management Act, Alberta*.
 - m) “*Municipal Emergency*” is defined as any situation where the resources of the Local Authority and its service providers are involved in efforts to mitigate immediate threat

- to life, property, environment and/or economy within the municipality.
- n) “*Personnel*” shall mean those individuals who respond to requests for *Assistance* and who comply with all standards under the *Occupational Health and Safety Act and Regulations, Alberta*.
 - o) “*Requesting Party*” shall mean any party to this Agreement that requests *Assistance* from another party to this Agreement.
 - p) “*Responding Party*” “*Responding Party*” shall mean any party to this Agreement that responds to the request for *Assistance* made by a *Requesting Party*.
 - q) “*SAEMRSA*” shall mean Southern Alberta Emergency Management Resource Sharing Agreement.
2. The “Southern Alberta Emergency Management Resource Sharing Agreement” may be activated when two or more municipalities or First Nations are involved in an incident or event that has, or will likely, overwhelm mutual aid resources.
 3. Subject to the terms and conditions of this Agreement, any *party* to this Agreement may request the *Assistance* of another *party* to this Agreement.
 4. Subject to the terms and conditions of this Agreement, the parties to this Agreement agree that they will endeavor to provide *Assistance* to the *Requesting Party* upon request. At all times, whether or not assistance will be provided, and the nature of the *Assistance* to be provided, if any, will be in the unfettered discretion of the *Responding Party*.
 5. Any *Party* to this Agreement may withdraw from this Agreement by providing the other party with six (6) months written notice of their intention to withdraw.
 6. All requests for *Assistance* pursuant to this Agreement shall be directed to the *Designated Officer* or authorized representative of the *Responding Party*, as soon as reasonably possible. If the *Responding Party’s Designated Officer* or designate cannot be contacted, the next person in the chain of command of the *Responding Party* may, but will not be required to respond.

NOTE: The *Requesting Party* shall complete the request form in “Appendix A” and forward to the manager or designate of the *Responding Party* at the time of request or as soon as reasonably possible.

7. The *Requesting Party’s Designated Officer* may delegate authority to a *Responding Party* to request, employ or command equipment or personnel as defined. When operating under the *delegation of authority* the party doing so, shall present the *delegation of authority* form to the on-site *Requesting Party*.

NOTE: The *Delegation of Authority* form is provided in Appendix C of this Agreement.

8. A *Responding Party* may, after responding to a request for *Assistance*, withdraw their *Assistance* in the event that the *Responding Party*, the *Responding Party’s Designated Officer*, or their designate of either of them, deems it prudent or desirable to withdraw

Assistance. Without restricting the generality of the forgoing, *Assistance* may be withdrawn if the *Responding Party's* Equipment or services are required elsewhere, or it is deemed to be prudent and/or unsafe to provide or continue providing *Assistance*.

9. When providing *Assistance*, the following command and control structure applies:
 - a. The *Requesting Party* shall have incident command authority over all incidents which occur within its geographic boundaries, provided that the *Requesting Party's Emergency Services* is in attendance and does not relinquish incident command to the *Responding Party*;
 - b. The *Requesting party* agrees that in the event that a *Responding Party* is the first response to arrive at the scene of an incident, that *Responding Party* will assume and establish incident command until such time as the *Requesting Party* assumes and/or unifies command or the *Responding party* transfers command.
 - c. Formal requests including a recommendation for a *declaration of a state of local emergency* by the Incident Commander or qualified designate, shall be communicated in accordance with incident command structure protocol.
 - d. “*Declaration of a state of local emergency*” as defined in Section 21 (1) of the *Emergency Management Act, Alberta*.
10. In providing *Assistance*, a *Responding Party* shall not be required to provide Equipment that is not owned by the *Responding Party*, or employees or volunteers who are not employed or usually utilized by the *Responding Party*.
11. It is acknowledged and agreed by the signatories hereto that a *Responding Party* providing *Assistance* pursuant to this Agreement shall be entitled to bill or charge the *Requesting Party* for Equipment and/or services, or support for *Assistance* provided.

NOTE: The fee schedule for the purposes of billing as defined in Appendix B of this agreement.

NOTE: Where the fee schedule is in dispute the current Rate Schedule published by Alberta's Ministry of Infrastructure and Transportation shall be utilized.
12. The *Requesting Party* shall indemnify, defend, pay on behalf of and hold harmless the *Responding Party*, its officers, officials, agents, representatives, employees and volunteers from and against all losses, claims, demands, costs (including solicitor/client costs), damages, actions, suits, or proceedings arising, directly or indirectly, out of or in connection with the provision of *Assistance* by the *Responding Party*, except where the losses, claims, demands, costs, damages, actions, suite or proceedings arose due to the gross negligence of any employee, volunteer or representative of the *Responding Party*. The liability of the *Requesting Party* shall survive the termination of this Agreement.
13. Notwithstanding Article 11 and 12 of this Agreement, the parties to this Agreement covenant and agree that a *Responding Party* will not in any way be liable to a *Requesting Party* for:

- a. Failure to respond to a request for *Assistance*, or failure to provide *Assistance*;
 - b. Failure to respond to a request for *Assistance* within a certain period of time, or in a timely fashion;
 - c. Consequential, indirect, exemplary or punitive damages;
 - d. Economic loss;
 - e. Any Claims that arise as a result of a party's refusal to provide *Assistance*;
 - f. Any Claim that arises or results from the manner in which a *Responding Party* provides or does not provide *Assistance*, save and except Claims directly arising from the gross negligence of the *Responding Party* while providing *Assistance*.
14. The *parties* hereto shall, at their own respective cost and expense, maintain in full force and effect during the life of this Agreement, general liability insurance in an amount not less than \$5,000,000.00 per occurrence for personal injury and/or property damage, together with such other insurance that may be agreed to in writing by the parties hereto as being reasonable and obtainable.
 15. Nothing in this Agreement, nor any of the acts of any party hereto shall be construed, implied or deemed to create a relationship of agency, partnership, joint venture, or employment as between the signatories hereto, or any of them, and none of the parties have the authority to bind any other party to this Agreement to any obligation of any kind.
 16. The party providing *Assistance* will be responsible for submitting to the *Requesting Party* a written invoice for the services provided to the *Requesting Party* within 30 days of the service(s) being provided.
 17. The *Requesting Party* will be responsible for the payment of all costs associated with the provision of the service and or support within 60 days of receipt of a written invoice for services provided. Extensions may be provided upon approval of the *Responding party(s)*
 18. No signatory to this Agreement may assign this Agreement to a non-signatory without the written consent of the other signatories' hereto.
 19. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this Agreement.
 20. In this Agreement, the singular shall mean the plural, and the masculine the feminine, and vise-versa, as the context of this Agreement may require.
 21. This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original and such counterparts shall constitute one in the same instrument, notwithstanding their date of execution.
 22. In the event that any dispute arises pursuant to the terms of this Agreement, or the interpretation thereof, the parties hereto agree that, in the event that such a dispute cannot be resolved by mutual negotiations, they will submit the dispute to a third party

arbitrator for a determination of the dispute pursuant to the *Arbitration Act of Alberta*. The costs of the arbitrator will be shared equally between the parties to any such dispute.

23. The parties shall notify their respective *Designated Officers* and *Emergency Services* officers of this Agreement so that they may become familiar with this Agreement, and its terms.
24. The parties further acknowledge and agree that they will comply with all laws, rules, regulations, and codes applicable to the provision of *Emergency Services* within the Province of Alberta. **IN WITNESS WHEREOF** the parties hereto have set their seals and hand of their proper officials in that behalf on the day herein first above written.

APPENDIX A - Resource Request Form

Name of Incident or Event: _____

Requesting Party: _____

Responding Party: _____

The *Requesting Party* formally requests the following resources from the *Responding Party* for an estimated duration of _____ days.

1: _____

2: _____

3: _____

4: _____

5: _____

6: _____

If further resources are required attach an addition sheet.

A- The *Requesting Party* agrees that if personnel are to be deployed for greater than 12 (twelve) hours at a distance of greater 150 Km from home base, lodging will be supplied for a minimum of 8 (eight) hour rest period.

B- The *Requesting Party* agrees to ensure adequate food and lodging are supplied to Responding Party personnel if deployed greater than 24 (twenty four) hours.

C- The *Requesting Party* agrees to pay the *Responding Party* at agreed upon rates as agreed upon in Appendix B.

D- The *Responding Party's Designated Officer* will communicate, by any means available i.e., email, text, cell phone etc., as to what resources can be supplied.

Requesting Party Designated Officer: _____ Contact Information:

Signature: _____ Cell Phone: _____

Date: _____ E-Mail: _____

APPENDIX B - Fee Schedule

Fee Schedule shall be on a cost recovery basis as defined by the *Responding Party(s)*. Where the *Fee Schedule* is in dispute, the posted Rate Schedule published by Alberta's Ministry of Infrastructure and Transportation shall be utilized. Potential Resources (not exhaustive) that may be requested:

1. Mileage – Under one-ton to and from event.
2. Mileage – Over one-ton to and from event.
3. Lodging
4. Meals include healthy Breakfast – Lunch – Supper
5. *Consumables*
6. Personnel (Career)
7. Personnel (Volunteer)
8. Personnel (Paid on Call)
9. Damaged Equipment – Insurance or Cost Recovery of repair or replacement.
10. Fire Apparatus (without staffing):
 - a. Type 1 – 2 Engines
 - b. Type 3 – 5 Engines
 - c. Type 6 – 7 Engines
 - d. Ladder
 - e. ATV – UTV
 - f. Rescue (Light, Medium or Heavy)
 - g. Squad/Car
 - h. Sprinkler Trailer
 - i. Specialty Apparatus – i.e.: Hazmat
11. Fire Apparatus: Based on 24 Hour Day (without staffing):
 - a. Command Vehicle
 - b. Command Center
12. Other Vehicles and Construction Equipment – Current Alberta Road Builders Rates
13. One Time Administration Fee
14. Responding Party will provide backup data for cost recovery items.

APPENDIX C - Delegation of Authority

1. Authority has been assigned to _____ to act on behalf of the Municipality of _____, to mitigate, respond/stabilize, and/or aid in the recovery of the _____ incident.
2. You have full authority to (request, employ or command) _____ equipment, personnel required. Your primary responsibility is to organize and direct your assigned or ordered resources for efficient and effective control of the incident.
3. You are accountable to _____ or his/her designated representative listed below.
4. Financial limitations will be consistent with the best approach to the values at risk. Specific direction for this incident covering the management and other concerns are:
 - A: _____
 - B: _____
 - C: _____
 - D: _____
 - E: _____
 - F: _____

_____ will represent me on any occasion that I am not immediately available.

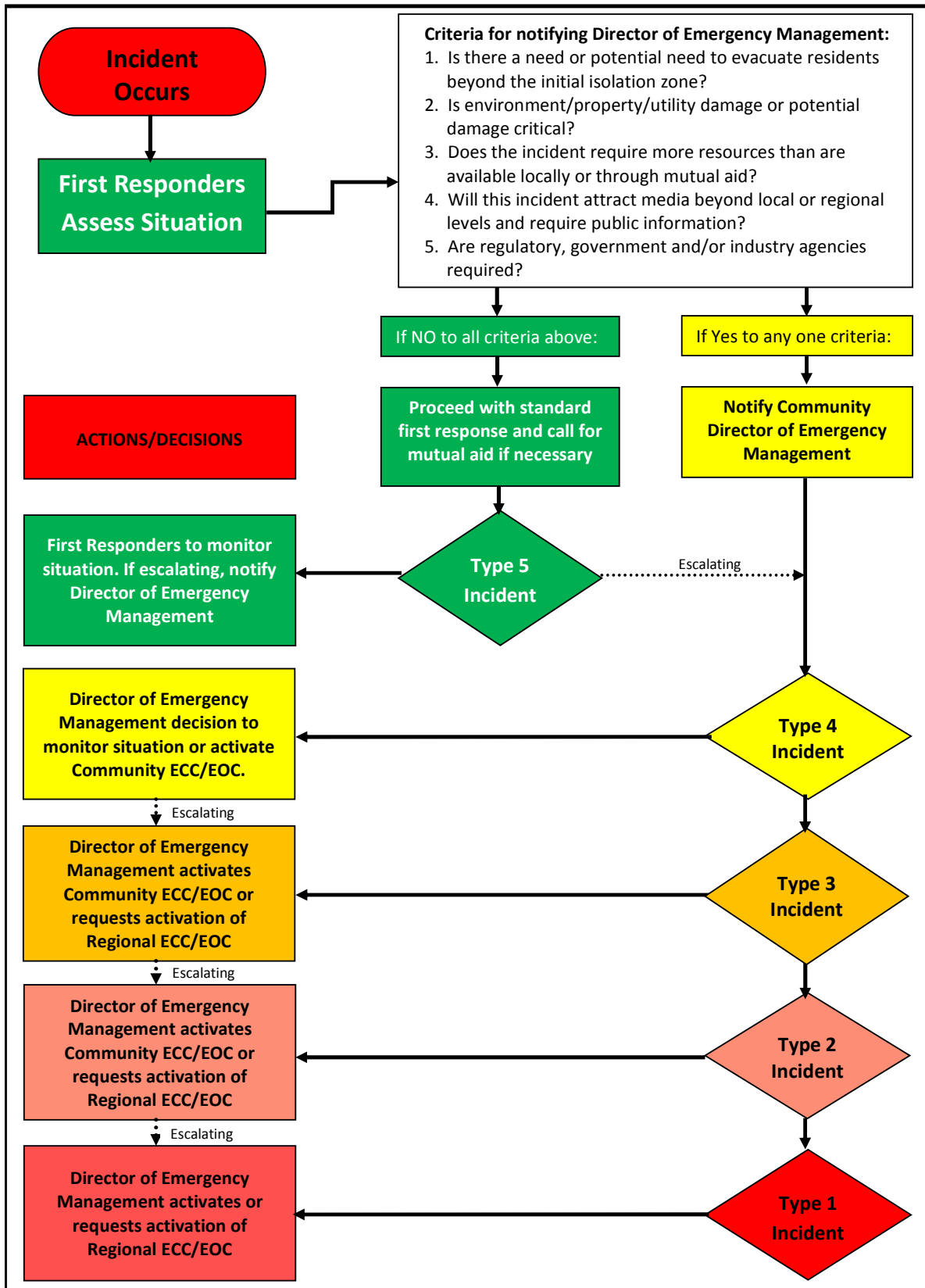
5. This authority is effective: Date: _____ Time: _____.

Requesting Designated Officer

Designated Officer Signature

Date and Time

APPENDIX E - Model Incident Threshold Notification / Activation Chart



APPENDIX F - Incident Management Teams

Incident management starts as the smallest unit and escalates according to the complexity of the emergency. The five types of IMTs are as follows:

Type 1:

Federal and Provincial Level – a federally or provincially certified team; is the most robust IMT with the most training and experience.

Type 2:

Federal and Provincial Level – a federally or provincially-certified team; has less training, staffing and experience than Type 1 IMTs, and is typically used on smaller national or provincial scale incidents.

Type 3:

Provincial or Metropolitan Area Level – a standing team of trained personnel from different departments, organizations, agencies, and jurisdictions within a Province or large Metropolitan area, activated to support incident management at incidents that extend beyond one operational period. Type 3 IMTs will respond throughout the province or large portions of the province, depending upon provincial-specific laws, policies, and regulations.

Type 4:

City, County or Special District Level – a designated team of fire, EMS, and possibly law enforcement officers from a larger and generally more populated area, typically within a single jurisdiction (city or county), activated when necessary to manage a major or complex incident during the first 6–12 hours and possibly transition to a Type 3 IMT.

Type 5:

Local Village and Township Level – a "pool" of primarily Emergency Services officers from two or more neighboring departments trained to serve in Command and General Staff positions during the first 6–12 hours of a major or complex incident.

APPENDIX G - Incident Complexity by Type

Incident and/or event complexity determines emergency and incident response personnel responsibilities. ICS Public Safety Canada training recommendations reflect the following five levels of incident complexity:

Type 1 Incidents or Events:

- This type of incident is the most complex, requiring provincial/national resources for safe and effective management and operation.
- All command and general staff positions are filled by trained personnel.
- Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000.
- Branches need to be established.
- A written incident action plan (IAP) is required for each operational period.
- The agency administrator will have briefings, and ensure that the complexity analysis and delegation of authority are updated.
- Use of resource advisors at the incident base or EOC/ECC is recommended.
- There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.

Type 2 Incidents or Events

- This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. A Type 2 incident may require the response of resources out of area, including regional and/or national resources, to effectively manage the operations, command, and general staffing.
- Most or all of the command and general staff positions are filled.
- A written IAP is required for each operational period.
- Many of the functional units are needed and staffed.
- Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500 (guidelines only).
- The agency administrator is responsible for the incident complexity analysis, agency administration briefings, and the written delegation of authority.

Type 3 Incidents or Events

- When incident needs exceed capabilities, the appropriate ICS positions should be added to match the complexity of the incident.
- Some or all of the command and general staff positions may be activated, as well as division/group supervisor and/or unit leader level positions.
- A Type 3 IMT or incident command organization manages initial action incidents with a significant number of resources, an extended attack incident until containment/control is achieved, or an expanding incident until transition to a Type 1 or 2 IMT.
- The incident may extend into multiple operational periods.
- A written IAP may be required for each operational period.

Type 4 Incidents or Events

- Command staff and general staff functions are activated only if needed.
- Several resources are required to mitigate the incident, including a task force or strike team.
- The incident is usually limited to one operational period in the control phase.
- The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority is updated.
- No written IAP is required but a documented operational briefing will be completed for all incoming resources.
- The role of the agency administrator includes operational plans including objectives and priorities.

Type 5 Incidents

- The incident can be handled with one or two single resources with up to six personnel.
- Command and general staff positions (other than the incident commander) are not activated.
- No written IAP is required.
- The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene.
- Examples include a vehicle fire, an injured person, or a police traffic stop.

Municipal Emergency Management Committee Request for Decision

Meeting Date: June 5, 2023

Subject:

Spring 2023 Northern Fire Deployment

Recommendation:

The Municipal Emergency Management Committee accepts this report for information only.

Background:

Spring is a season of renewal and growth, but it also brings with it the risk of wildfires. In northern Alberta, the spring season is particularly prone to wildfires due to the dry and windy conditions. Over the past four weeks, there has been a significant increase in the number of wildfires in that region, with several communities being affected, with a Provincial State of Emergency put in place.

To address this situation, a spring wildfire deployment has been initiated. The overall objective of this deployment is to protect the communities and ensure the safety of the residents. The deployment involves the use of various resources, including firefighters, equipment, and aircraft, to contain and extinguish the wildfires. The deployment is being closely monitored to ensure that the resources are being used effectively and efficiently. The success of this deployment depends on the timely and coordinated efforts of all involved parties.

Communities supported by the Town of Taber: High Prairie, Big Lakes County, East Prairie Metis Settlement, Brazeau County, Drayton Valley, Peace River and Garden Creek.

We are proud to have deployed resources from the Fire Department and Administration. This deployment started on May 6th then ended on Wednesday May 24th with all resource returned home.

Legislation / Authority:

Emergency Management Act

Strategic Plan Alignment:

Emergency Management Act

Financial Implication:

Following the Alberta Wildland Urban Interface Guidelines our Engine 6-3 worked 254.5 hours at the rate of \$400 per hour.



Service Level / Staff Resource Implication:

Service level was able to be maintained during the deployment.

Justification:

To support other communities in need

Alternative(s):

N/A

Attachment(s):

APPROVALS:

Originated By:

Steve Munshaw

Chief Administrative Officer (CAO) or Designate: _____