

## **BYLAW #101-2003**

**A BYLAW OF THE SUMMER VILLAGE OF SUNSET BEACH IN THE PROVINCE OF ALBERTA TO PROVIDE FOR DISASTER SERVICES AND TO ENTER INTO AN EMERGENCY PREPAREDNESS RESPONSE AGREEMENT WITH THE COUNTY OF ATHABASCA**

**PAGE 1 OF 2 PAGES**

**WHEREAS** the Summer Village of Sunset Beach is required by the Disaster Services Act, Chapter D-13, RSA. to undertake measures, including but not limited to:

- appoint a committee to advise on the development of emergency plans and programs
- establish and maintain a municipal disaster services agency to act as the agent of the local authority to carry out the local authority's statutory powers and obligations
- appoint a Director of the municipal disaster services
- prepare and approve emergency plans and programs; and

**WHEREAS** the County of Athabasca in conjunction with other municipalities has established a Regional Municipal Disaster Services Agency which has prepared an Athabasca Regional Emergency Response Plan; and

**WHEREAS** the County of Athabasca is prepared to enter into an agreement with the Summer Village of Sunset Beach for the purpose of providing emergency response services to the Village, and to establish a sharing of costs; and

**WHEREAS** it is expedient and desirable that the Summer Village of Sunset Beach provide for appropriate Emergency Response Services at a cost the village can afford;

**THEREFORE** the Council of the Summer Village of Sunset Beach. duly assembled, enacts as follows:

1. The Disaster Services Committee in and for the Summer Village of Sunset Beach is hereby established, comprised of the Mayor, Deputy Mayor and Councillor, acting together, or in the absence of others one member acting alone, with the powers to declare, renew, or terminate a state of local emergency in accordance with the Disaster Services Act.
2. The Athabasca Regional Emergency Response Plan prepared for the County of Athabasca, the Town of Athabasca, and the Village of Boyle, and as may be amended and updated from time to time, is hereby adopted.

## **BYLAW #101-2003**

**A BYLAW OF THE SUMMER VILLAGE OF SUNSET BEACH IN THE PROVINCE OF ALBERTA TO PROVIDE FOR DISASTER SERVICES AND TO ENTER INTO AN EMERGENCY PREPAREDNESS RESPONSE AGREEMENT WITH THE COUNTY OF ATHABASCA**

**PAGE 2 OF 2 PAGES**

3. The Emergency Preparedness Response Agreement between the County of Athabasca and the Summer Village of Sunset Beach, attached as Appendix "A" to this Bylaw, is hereby approved and the Mayor is authorized to execute this agreement on behalf of the Summer Village of Sunset Beach.
4. For the purposes herein addressed, and for the duration of the above mentioned Emergency Preparedness Response Agreement, Appendix "A", the Director of Municipal Disaster Services in and for the Summer Village of Sunset Beach shall be the Director of Disaster Services named by and acting for the County of Athabasca.

**READ A FIRST, SECOND, AND BY UNANIMOUS CONSENT A THIRD TIME, AND FINALLY APPROVED THIS 26TH DAY OF JULY, 2003**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Mayor

APPENDIX 2A  
To SYLAVO 101-2003  
Gou

# **EMERGENCY PREPAREDNESS RESPONSE AGREEMENT**

---

**BETWEEN**

**The County of Athabasca No. 12**  
3602-48 Ave., Athabasca, AB T9S 1M8

**AND**

**The Summer Village of Sunset Beach**  
Box 63003, RPO West Edmonton Mall, Edmonton, Alberta T5T 5X1

**WHEREAS** a disaster could affect any municipality to such a degree that local municipal resources would not be able to cope with the situation:

**AND WHEREAS** the above named participating municipalities wish to make prearrangements for prompt emergency action in support of the Summer Village of Sunset Beach which may be affected or threatened by a disaster that will require assistance:

**THEREFORE**, the Parties mentioned above hereby agree as follows:


1. The Summer Village of Sunset Beach has adopted the Athabasca Regional Emergency Response Plan as prepared for the County of Athabasca, the Town of Athabasca, and the Village of Boyle.
2. The Summer Village of Sunset Beach hereby delegates to the County of Athabasca the authority to respond to emergency situations, disaster, or potential disaster which might affect the Summer Village of Sunset Beach. The power to initiate evacuation procedures, the power to request assistance from police or other government agencies, and other powers designated by the Disaster Services Act are hereby delegated to the County of Athabasca. This delegation of authority does not include the power to declare a state of local emergency.

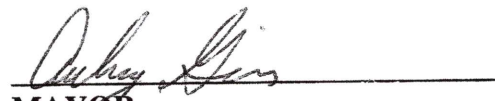
The County of Athabasca agrees to notify, as soon as is reasonably possible, the Administrator and/or the mayor of the Summer Village of Sunset Beach, when any actions stated in the above paragraph are taken, and/or if it is deemed appropriate to request the Summer Village to declare a state of local emergency.



3. The Summer Village of Sunset Beach agrees to hold harmless the County of Athabasca, its agents, employees or contractors from any liability arising out of actions taken, or not taken, by the County of Athabasca No. 12 pursuant to this agreement and the Emergency Response procedures.
4. The Summer Village of Sunset Beach agrees that it will be responsible to pay all unrecoverable costs incurred by the County in implementing the Emergency Response within the boundaries of the Summer Village of Sunset Beach. Both the County of Athabasca No. 12 and the Summer Village of Sunset Beach will pursue all sources of assistance from the provincial government and other agencies to offset costs so incurred.
5. The Summer Village of Sunset Beach hereby agrees to provide a financial contribution as detailed in Schedule "A" to assist with training requirements and the ongoing update of the Emergency Preparedness Master Plan.
6. This agreement shall come into effect immediately upon signing by both parties, and shall remain in effect until notice to cancel has been forwarded in writing to one party by the other party, giving six (6) months notice of the intent to cancel the agreement. Notwithstanding the above, the agreement may be cancelled on shorter notice by mutual consent of both parties.
7. This agreement replaces any previous Emergency Preparedness Response Agreement which may have been approved between the County of Athabasca and the Summer Village of Sunset Beach.

Signed this 9th day of December, 2003.

  
**REEVE**  
County of Athabasca No. 12

  
**MAYOR**  
Summer Village of Sunset Beach

# EMERGENCY PREPAREDNESS & RESPONSE AGREEMENT

## Financial Contribution Formula

## Schedule "A"

1. Each of the participating municipalities will contribute on an annual basis as follows:

	<u>Basic Levy</u>	+	<u>.25/Capita</u>	<u>Total</u>
County of Athabasca	\$250.00		.25 x 7443 = 1860.75	2,110.75
Town of Athabasca	\$250.00		.25 x 2313 = 578.75	828.25
Village of Boyle	\$250.00		.25 x 868 = 217.00	467.00
S.V. of Bondiss	\$250.00		.25 x 120 = 30.00	280.00
S.V. of Mewatha Beach	\$250.00		.25 x 94 = 23.50	273.50
S.V. of South Baptiste	\$250.00		.25 x 66 = 16.50	266.50
S.V. of West Baptiste	\$250.00		.25 x 67 = 16.75	266.75
S.V. of Whispering Hills	\$250.00		.25 x 79 = 19.75	269.75
S.V. of Sunset Beach	\$250.00		.25 x 33 = 8.25	258.25
S.V. of Island Lake	\$250.00		.25 x 201 = 50.25	300.25
S.V. of Island Lake South	\$250.00		.25 x 71 = 17.75	267.75
	<u>\$ 3000.00</u>		<u>.25 x 11,355 = \$2838.75</u>	<u>\$ 5588.75</u>

2. Annual estimated cost of plan update and training are as follows:

• 1 person @ \$13/hr x 37.5 hrs/wk x 4 weeks	= \$ 1,950.00
• 3 people attending one course @ \$800/course	= 2,400.00
• one tabletop exercise &/or mock disaster	= <u>1,250.00</u>

**Estimated Annual Cost**

**\$ 5,600.00**

3. The County of Athabasca will act as the banking agent for the update & training fund. An annual accounting of funds expended will be forwarded to each municipal partner by May 31 of each year for the previous calendar year. Any surplus funds will be placed in an operating reserve specifically designated for the update and training fund.
4. Invoices will be forwarded to each Municipal Partner annually prior to March 31 for the current years costs, which shall not exceed the amount of \$5850 unless an increase is agreed upon by all municipal partners, prior to invoicing.