

## **EMERGENCY MANAGEMENT AGREEMENT**

**BETWEEN**

**Westlock County**

10336 – 106 St. Westlock, AB T7P 2G1

**AND**

**The Summer Village of Larkspur**

23 Neilson Drive, Island Lake South, AB T9S 1S1

**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 speedy emergency action in support of the Summer Village of Larkspur which may be affected or threatened by a disaster that will require assistance:

**AND WHEREAS** authorization to delegate the Summer Village of Larkspur power or duties under the Emergency Management Act, RSA 2000, Chapter E-6.8, has been granted under Ministerial Order No. \_\_\_\_\_ as required under Section 11.3(1)(c) of the Act:

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

1. The Summer Village of Larkspur hereby delegates to the Westlock County the authority to include the Summer Village of Larkspur in their Emergency Management Plan.
2. The Summer Village of Larkspur hereby delegates to the Westlock County the authority to respond to emergency situations, disaster, or potential disaster which might affect the Summer Village of Larkspur. This includes authority to declare, renew and terminate a State of local Emergency and to take whatever means necessary in the above situations to provide for the protection of the public, property and the environment within the Summer Village of Larkspur.

The Westlock County agrees to notify, as soon as is reasonably possible, the Administrator and/or Mayor of the Summer Village of Larkspur when any actions stated in the above paragraph are taken.

3. The Summer Village of Larkspur agrees to hold harmless the Westlock County, its employees or contractors from any liability arising out of actions taken, or not taken, by the Westlock County No. 12 pursuant to this agreement and the Emergency Response procedures.
4. The Summer Village of Larkspur agrees that it will be responsible to pay all costs that are unrecoverable that are incurred by the County in implementing the Emergency Response within

the boundaries of the Summer Village of Larkspur. Both the Westlock County and the Summer Village of Larkspur will pursue all sources of assistance from the provincial government and other agencies to offset costs so incurred.

5. Dispute Resolution: The parties shall attempt to resolve any dispute between them arising out of, or in connection with, this Agreement, including any disagreements on revisions to the Services or payments, in accordance with the following steps:
  - a) Step One: The Chief Administrative Officers shall first attempt to settle the matter at the administrative level;
  - b) Step Two: Should Step 1 not result in a satisfactory resolution to either party, the Councils of the two parties shall meet to attempt to settle the matter;
  - c) Step Three: Should Step 2 not result in a satisfactory resolution to either party, the parties agree to enter in to into a mediation process with the assistance of a mediator on a without prejudice basis on a 50/50 cost-share basis. The mediator shall be appointed by agreement of the parties.
  - d) Step Four: If a dispute is not resolved by mediation, parties may agree to the arbitration process as set out in the Inter-Collaborative Framework (ICF) between the parties.
6. Costs of training will remain the responsibility of each individual municipality.
7. Term: It is agreed by both parties that the term of the Agreement shall be for a period of four years, commencing on the Effective Date (the "term").
8. 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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**REEVE**  
Westlock County

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**MAYOR**  
Summer Village of Larkspur