

SUMMER VILLAGE OF ITASKA BEACH

BYLAW NO. 199

A Bylaw of the Summer Village of Itaska Beach to Enter Into an Agreement with Associated Member Municipalities to Provide Major Emergency Mutual Aid Services

WHEREAS the *Municipal Government Act*, Chapter M.26, R.S.A. 2000, and amendments thereto, provides that a council of a municipality may pass bylaws for the safety, health and welfare of people; and

WHEREAS the council of the Summer Village of Itaska Beach wishes to provide major emergency mutual aid services in the municipality; and

WHEREAS by separate agreement and addendums hereto, the member municipalities are comprised of Leduc County, the City of Leduc, the Town of Beaumont, the Town of Calmar, the Town of Devon, , the Village of New Sarepta, the Village of Thorsby, the Village of Warburg, the Summer Village of Golden Days, the Summer Village of Itaska Beach and the Summer Village of Sundance Beach; and

WHEREAS the member municipalities are parties to a Major Emergency Mutual Aid Agreement made the 28th day of August, 2002; and

NOW THEREFORE the council of the Summer Village of Itaska Beach, in the Province of Alberta, duly assembled, enacts as follows:

1. That an agreement, as attached hereto as Schedule "A", be entered into with the member municipalities.
2. That the Mayor and Municipal Administrator be authorized to sign the agreement attached hereto as Schedule "A".

Read a first time this 28th day of August, 2002.

Read a second time this 28th day of August, 2002

Given unanimous consent this 28th day of August, 2002.

Read a third time and finally passed this 28th day of August, 2002.

Gordon McKenzie, Mayor
Summer Village of Itaska Beach

Aleks Nelson, Administrator
Summer Village of Itaska Beach

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MAJOR EMERGENCY MUTUAL AID AGREEMENT

Between the incorporated municipalities listed below, being:

Leduc County
City of Leduc
Town of Beaumont
Town of Calmar
Town of Devon
Village of New Sarepta
Village of Thorsby
Village of Warburg
Summer Village of Golden Days
Summer Village of Itaska Beach
Summer Village of Sundance Beach

WHEREAS a major emergency could affect any municipality to such a degree that local municipal resources would be inadequate to cope with the situation, each municipality agrees to participate in a Major Emergency Mutual Aid Committee for the purpose of joint planning; and

WHEREAS the above named municipalities wish to make pre-arrangements for prompt emergency action in support of any one municipality in the group which may be affected or threatened by a major emergency and requires assistance.

THEREFORE the above named municipalities agree as follows:

1. Any one of the parties to the Agreement, if and when it declares a local state of emergency, and is in need of help to combat a major emergency, may request assistance or support from one or more of the other parties, subject to the following conditions:
 - (a) Any calls for assistance or support shall be made by an elected representative, the Director of Disaster Services or other duly authorized representative of the municipality concerned, and must be directed to an elected representative, the Director of Disaster Services or other duly authorized representative of the municipality (ies) whose assistance is being sought; except that:
 - (i) calls for emergency services equipment may be made by the Fire Chief, or his designate, or a duly authorized representative of the municipality concerned;
 - (ii) calls for emergency services equipment may be made to the Fire Chief, or his designate, or a duly authorized representative of the municipality whose assistance is being sought;
 - (iii) the Fire Chief, or his designate shall have the authority to request the assistance of any or all other municipal fire departments that are signatories to this agreement.

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- (b) Assistance or support will be requested only when an occurrence is beyond the capabilities of the municipality's own resources.
 - (c) Assistance or support shall be restricted to municipally owned equipment and municipal employees.
 - (d) On receipt of a call for assistance or support whether general, or specific as to resources required, the extent of the assistance given will be at the discretion of each responding municipality, having regard to its own local situation at the time.
 - (e) Any cost incurred in connection with the mobilization, movement and deployment of assistance or support resources will be borne by the municipality (ies) receiving the assistance or support. Appendix "A" shall apply.
 - (f) The municipality affected or threatened by the mayor emergency and calling for assistance or support may implement its Municipal Emergency Plan and shall for the duration of the emergency operations, assume direction and control over equipment and manpower contributed by other parties to this Agreement.
2. (a) It is understood and agreed that the municipality providing assistance or support shall not be liable for any penalty, damages or losses whatsoever for delay or for failure to respond to any call for assistance or support or for any breach of this Agreement committed by the municipality providing assistance or support.
- (b) The municipality requesting assistance or support shall indemnify and save harmless the municipality (ies) providing assistance or support from and against all losses, costs, damages, injury or expense to person or property of every nature or kind whatsoever arising out of, or in any way attributable to the provision of assistance or support under this Agreement, except where the same are due to the negligence of any employee of the municipality (ies) providing assistance or support.
 - (c) The municipality requesting assistance or support shall indemnify and save harmless the municipality (ies) providing assistance or support for damage or loss of any apparatus or equipment which results due to the municipality (ies) providing assistance or support responding to a call for assistance.
 - (d) The municipality requesting assistance or support shall indemnify and save harmless the municipality (ies) providing assistance or support from and against all losses, costs, damages, injury, death or expense to person (s) employed by the municipality providing assistance or support resulting from or in any way attributable to the provisions of services under this Agreement except where caused by the negligence of an employee of the municipality providing assistance or support.
 - (e) The municipality requesting assistance or support hereby remises, releases and discharges the municipality (ies) providing assistance or support, its successors and assigns of all and from all manner of actions, causes of action or claims and demands

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of every nature or kind which the municipality requesting assistance or support may have against the municipality (ies) providing assistance or support by reason of any breach of this Agreement on the part of the municipality (ies) providing assistance or support.

3. This Agreement comes into force upon signing and shall be reviewed yearly thereafter. At the time of review, changes or additions may be introduced by way of a rider which shall become part of the Agreement upon ratification by all parties.
4. Any one of the participating parties may withdraw from the Agreement by giving 100 (one hundred) days' notice of termination to the other parties in writing, After the withdrawal of any party, the Agreement shall continue in force between the remaining parties.
5. This Agreement is not intended to replace any firefighting mutual aid agreements between municipalities that are presently in place.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper signing officers in that behalf to give effect to this Agreement.

1. Leduc County **Bylaw No.** _____

_____ Reeve	_____ County Manager	_____ Date
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2. City of Leduc **Bylaw No.** _____

_____ Mayor	_____ City Manager	_____ Date
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3. Town of Beaumont **Bylaw No.** _____

_____ Mayor	_____ General Manager	_____ Date
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4. Town of Calmar **Bylaw No.** _____

_____ Mayor	_____ Town Manager	_____ Date
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5. Town of Devon

Bylaw No. _____

Mayor

Municipal Administrator

Date

6. Village of New Sarepta

Bylaw No. _____

Mayor

Municipal Administrator

Date

7. Village of Thorsby

Bylaw No. _____

Mayor

Municipal Administrator

Date

8. Village of Warburg

Bylaw No. _____

Mayor

Municipal Administrator

Date

9. Summer Village of Golden Days

Bylaw No. _____

Mayor

Municipal Administrator

Date

10. Summer Village of Itaska Beach

Bylaw No. _____

Mayor

Municipal Administrator

Date

11. Summer Village of Sundance Beach

Bylaw No. _____

Mayor

Municipal Administrator

Date

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Appendix “A”

Forming part of the Major Emergency Mutual Aid Agreement between the Incorporated Municipalities as listed below:

Leduc County
City of Leduc
Town of Beaumont
Town of Calmar
Town of Devon
Village of New Sarepta
Village of Thorsby
Village of Warburg
Summer Village of Golden Days
Summer Village of Itaska Beach
Summer Village of Sundance Beach

Equipment rates to be applied as per the terms and conditions of the Agreement to which this schedule is attached.

Crawler Tractors (included Operator)

- Caterpillar Model D6, or equivalent with Dozer \$ 55.00 per hour

Motor Graders (includes Operator)

- John Deere Model 670 articulated with Dozer, or equivalent \$ 60.00 per hour
- Champion Model D600, or equivalent \$ 50.00 per hour

Loaders - rubber tired (includes Operator)

- John Deere Model 544E, or equivalent \$ 50.00 per hour
- Caterpillar Model 930 – 41K – 1985, or equivalent \$ 50.00 per hour

Backhoe/Loaders – rubber tired (includes Operator)

- Case Model 680 with Auger or Forklift \$ 50.00 per hour
- Caterpillar Model 436, or equivalent \$ 50.00 per hour

Scrapers – push type

- Caterpillar – Model 80 (5W), or equivalent \$ 16.00 per hour

Motor Scrapers (includes Operator)

- Caterpillar Model 621E, or equivalent \$105.00 per hour

Trucks (includes Operator)

- Dump – 3 ton single axle \$ 33.00 per hour
- Dump – 5 ton tandem axle \$ 45.00 per hour
- Tanker – 1500 to 1800 imperial gallon \$ 30.00 per hour
- Gin Pole or Cherry Picker (18,500-24,500 lbs) \$ 35.00 per hour

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- Flat Deck – 1 ton with Winch \$ 23.00 per hour

Snow Removal (includes Operator)

- Truck-mounted Snow Plow with Sander \$ 50.00 per hour
- Snow Blower (front tractor mount, 7 foot swath) \$ 65.00 per hour

Special Mobile Equipment (includes Operator)

- Natural Gas Service Van c/w Generator \$ 65.00 per hour

Miscellaneous Portable Equipment

- Welder (trailer mount) \$ 10.00 per hour
- Compressor with Jackhammer (mounted) \$ 10.00 per hour
- Pumps (6 inch suction) \$ 10.00 per hour

Fire Trucks

- Pumper/Aerial Truck and minimum of 4 Firefighters \$100.00 per hour
- Rescue Truck and minimum of 4 Firefighters \$100.00 per hour
- Tanker Truck and minimum of 2 Firefighters \$ 50.00 per hour

Mobile Communications/Command Post

- (includes Operator) \$ 50.00 per hour