

REGIONAL EMERGENCY MANAGEMENT COLLECTIVE AGREEMENT

BETWEEN:

CITY OF LLOYDMINSTER
in the Provinces of Alberta and Saskatchewan



LLOYDMINSTER

- and -

RURAL MUNICIPALITY OF BRITANNIA NO. 502
in the Province of Saskatchewan



- and -

RURAL MUNICIPALITY OF WILTON NO. 472
in the Province of Saskatchewan



- and -

TOWN OF VERMILION
in the Province of Alberta



- and -

VILLAGE OF KITSCOTY

in the Province of Alberta



- and -

VILLAGE OF MARWAYNE
in the Province of Alberta



- and -

VILLAGE OF PARADISE VALLEY
in the Province of Alberta



- and -

TOWN OF LASHBURN
in the Province of Saskatchewan



- and -

TOWN OF MARSHALL
in the Province of Saskatchewan



- and -

RURAL MUNICIPALITY OF ELDON NO. 471
in the Province of Saskatchewan



(Hereinafter collectively referred to as the "Parties")

WHEREAS every Alberta Municipality is legislated by the *Emergency Management Act* and Local Authority Emergency Management Regulation to: through a Bylaw, appoint an Emergency Advisory Committee of Elected Officials with prescribed duties; through a bylaw, appoint an Emergency Management Agency of administrative personnel with prescribed duties; through a bylaw, appoint a Director of Emergency Management who will oversee the Local Authority's Emergency Management program; meet minimum training and exercise requirements as prescribed; create and annually update an Emergency management plan with prescriptive components.

AND WHEREAS every Saskatchewan Municipality is legislated by the *Emergency Planning Act* to establish a local Emergency Measures Organization; appoint an Emergency Measures Co-ordinator; establish a Local Emergency Planning Committee which oversees a municipal Emergency plan; be responsible at all times for the direction and control of the local authority's response unless relieved by the Minister.

AND WHEREAS the Parties have all expressed interest in further developing their emergency management programs, capacity, and ability to provide protection to their residents.

NOW THEREFORE the Parties have agreed through this agreement to establish a Regional Emergency Management Collective that includes the appointment of a Regional Director of Emergency Management/Emergency Measures Coordinator; Regional Emergency Management Agency; Regional Emergency Advisory Committee; Regionalized Emergency Management Preparedness/Mitigation Services.

NOW THEREFORE the Parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, the following words and terms have the subsequent meanings:

- a) **Acts** means the *Emergency Management Act*, R.A. 2000, c E-6.8 and all amendments thereto and the *Emergency Planning Act*, E-8.1, and all applicable regulations enacted thereunder.
- b) **Biennial** means occurring once every two (2) years.
- c) **Council** means the duly elected official from the respective municipality.

- d) **Director of Emergency Management** means an individual appointed by resolution of Council designated to organize the local authority's Emergency management program, or in Saskatchewan, the person identified as the Emergency Measures Coordinator.
- e) **Disaster** means an event that results in serious harm to the safety, health or welfare of people, the environment or in widespread damage to property.
- f) **Emergency** means an event requiring prompt coordination of action or special regulation of persons or property to protect people's safety, health, or welfare or to limit damage to property and the environment.
- g) **Emergency Coordination Centre** means a location that functions on behalf of a specific municipality or specific combination of municipalities to provide co-ordination to the needs of said municipalities throughout the hazard impacts to ensure continuity of business services while resources are consumed by the Incident Command Post.
- h) **Emergency Social Services** are services that provide for the basic essential needs of victims, evacuees and/or affected residents as may be required.
- i) **Incident Command Post** means a location for carrying out co-ordinated Emergency or disaster response activities including planning, logistical, and operational requirements.
- j) **Local Authority** and **Local Authorities** means the Council of a municipality.
- k) **Mutual Aid** means the reciprocal provision of resources or services for Emergency management purposes where practical and possible between signatory Parties of this Agreement.
- l) **Party** or **Parties** means a signatory municipality to this Agreement.
- m) **Regional Director of Emergency Management (Regional Director)** means the appointed individual through the Regional Emergency Management Collective who shall oversee service provisions of the Agreement schedules and Emergency management programming for all parties. This does NOT include assuming command of an Emergency Response.
- n) **Regional Emergency Advisory Committee (Committee)** is the regional committee that advises the Regional Emergency Management Agency on the development of regional Emergency Management plans and programs as established by the Regional Emergency Management Collective Agreement and the bylaws of the Parties.
- o) **Regional Emergency Management Agency (Agency)** is the agency appointed to act as the agent of the local authorities of each of the partnering municipalities of the Regional Emergency Management Collective in exercising the local authorities' powers and duties under the *Emergency Management Act* of Alberta or the *Emergency Planning Act* of Saskatchewan as established by the Regional Emergency Management Collective and the bylaws of the partners. The Agency provides feedback, guidance, and expertise regarding the Regional Emergency Management Plans and programs.

- p) **Regional Emergency Management Plan** means the Regional Emergency Management Plan prepared by the Regional Emergency Management Agency to guide and coordinate the response to an Emergency or disaster, including training and governance/administrative functions.

2. ESTABLISHMENT OF REGIONAL EMERGENCY MANAGEMENT COLLECTIVE

- 2.1. The signatory municipal Councils have agreed to enter into this Agreement to demonstrate their commitment to a regional approach and to further facilitate a Regional Emergency Management Collective that is organizationally and operationally sound for the mutual benefit of all municipalities within the region.
- 2.2. This Regional Emergency Management Collective Agreement is separate from any existing Fire Service Mutual Aid Agreements or any Emergency Management Mutual Aid Agreements (including the Borderlands Emergency Management Mutual Aid Agreement) and does not in any way void, negate, or replace any such agreements.
- 2.3. It is agreed that each municipality will retain its own autonomy to respond to Emergency or disaster incidents at a local municipal level including authority for the power to declare, renew or terminate a State of Local Emergency or State of Emergency for its respective jurisdiction.

3. REGIONAL EMERGENCY ADVISORY COMMITTEE

- 3.1. The municipal Councils of each of the signatory Parties to this Agreement may pass an Emergency Management Bylaw to establish the Regional Emergency Advisory Committee.
- 3.2. The Regional Emergency Advisory Committee consists of one (1) elected official from each party who shall be appointed by their respective local authority to represent their jurisdiction on the Regional Advisory Committee. Each member will act as a liaison between the Committee and their local authority by communicating information from each meeting and bringing forth items requiring Council decision or approval to their elected Council on behalf of the Committee.
- 3.3. Each party, at any time, may appoint an alternate Council member to the Committee to attend and vote in the absence of the primary member.
- 3.4. The members of the Committee will elect from the membership a Chairperson and in alternating years, a Vice-Chairperson, each of which shall be elected on a biennial rotating basis.
- 3.5. The Regional Emergency Advisory Committee shall:
- 3.5.1. provide policy, direction, guidance, and oversight to the Regional Emergency Management Agency through the Regional Director of Emergency Management;
 - 3.5.2. each member will act as a liaison between the Committee and their local

authority by communicating information from each meeting and bringing forth items requiring Council decision or approval to their respective Council on behalf of the Committee;

- 3.5.3. review, and where appropriate, approve the annual objectives of the Regional Emergency Management Agency;
- 3.5.4. review any corrective or after-action reports submitted by the Regional Emergency Management Agency and determine a process for approval where appropriate.

4. REGIONAL EMERGENCY MANAGEMENT AGENCY

- 4.1. The municipal Councils of each of the signatory Parties to this Agreement may pass an Emergency Management Bylaw to establish the Regional Emergency Management Agency.
- 4.2. The Agency is responsible for the administration of any Regional Emergency Management Plans and programs.
- 4.3. Members of the Regional Emergency Management Agency include:
 - 4.3.1. Regional Director of Emergency Management;
 - 4.3.2. all municipally appointed Emergency management personnel as invited by the Regional Director through consultation with the CAO/City Manager of each respective party;
 - 4.3.3. representatives from public and private organizations or other stakeholders who may provide expertise or assist with Emergency management activities within the region as invited by the Agency.
- 4.4. The Agency shall be chaired by the appointed Regional Director of Emergency Management.
- 4.5. The Regional Emergency Management Agency shall meet at least annually but may meet more often as determined by the Regional Director of Emergency Management.
- 4.6. The Agency shall report to the Regional Emergency Advisory Committee at least once (1) per year and provide an update on the Agency's review of the Regional Emergency Plan and program.
- 4.7. The Regional Emergency Management Agency shall:
 - 4.7.1. work collaboratively with the partnership communities through the Regional Emergency Advisory Committee, Alberta Emergency Management Agency, Saskatchewan Public Safety Agency and other government departments or agencies as necessary to develop, implement and maintain all Emergency plans and programs for the Region;
 - 4.7.2. determine the direction of the Regional Emergency Management Agency and any of its subgroups or committees;
 - 4.7.3. coordinate the provision of services and operations in preparation for an emergency or disaster;
 - 4.7.4. set annual objectives for the Regional Emergency Management Agency and submit them to the Regional Emergency Advisory Committee for approval;

5. REGIONAL DIRECTOR OF EMERGENCY MANAGEMENT

- 5.1. Through this Agreement, the City of Lloydminster shall provide the services of the person in the position of Manager, Emergency Management for the City of Lloydminster to act as the Regional Director of Emergency Management.
 - 5.1.1. The City of Lloydminster shall make reasonable effort to provide staffing should the Manager, Emergency Management position become vacant due to reasons from position vacancies or long-term medical leave.
 - 5.1.1.1. If the City of Lloydminster cannot supply a staff member for the position of Regional Director, The City of Lloydminster must either
 - 5.1.1.2. contribute annual payments as per Section 6.1.1 or;
Withdraw from the agreement and allow existing Parties to appoint a new Regional Director
- 5.2. The Regional Director of Emergency Management shall oversee all Parties' Emergency Management programming and work on defined objectives approved by the Emergency Advisory Committee.
- 5.3. The Regional Director of Emergency Management shall ensure that all service provisions set out through Schedule "A" of this Agreement are continually developed on an annual basis to each parties' satisfaction.

6. CONDITIONS OF AGREEMENT

- 6.1. It is hereby agreed that signatory municipalities to this Agreement shall pay to the City of Lloydminster an annual fee of \$3.00 per populous within their respective communities to participate in the Regional Emergency Management Collective.
 - 6.1.1. Statistics Canada data from 2021, or more recent Government of Canada data, shall be utilized to determine a party's populous (see Table 1.0). The parties acknowledge and agree that the annual fees set out in Table 1.0 are subject to adjustment from time to time based on more recent Government of Canada becoming available from time to time.
 - 6.1.2. The City of Lloydminster's contribution shall be considered in kind through the staffing of the Regional Director of Emergency Management.
 - 6.1.3. Annual fees shall be invoiced at the beginning of each year with payment to be provided by January 31st of each calendar year.
 - 6.1.4. Any Party which requests an altered annual fee for participation, shall be reviewed and voted on by all Parties.
- 6.2. All monies collected from these annual fees shall be utilized to complete the objectives approved by the Emergency Advisory Committee, support the delivery of service provision outlined in Schedule "A," and/or used to support additional staffing support in accordance with budgetary approval.
 - 6.2.1. Annual fees collected are at the discretion of the Regional Director of Emergency Management to allocate.
 - 6.2.2. Annual fees collected by the City of Lloydminster shall not be utilized to offset the City of Lloydminster's existing staff costs as this would be in contradiction to the in-kind portion for the City of Lloydminster membership

fees.

6.3. A Party may choose to terminate their participation in this Agreement at any time by providing a minimum of SIXTY (60) DAYS written notice to the other Parties to this Agreement.

6.3.1. Annual fees, or any portion of annual fees, contributed are not eligible for reimbursement and are considered forfeited when a party terminates the Agreement.

Municipality	Population	Annual Fee
City of Lloydminster	31,582	In-Kind
Town of Vermilion	3,552	\$10,656.00
R.M. of Britannia No 502	2,061	\$6,183.00
R.M. of Wilton No 472	1,473	\$4,419.00
Town of Lashburn	870	\$2,610.00
Village of Kitscoty	852	\$2,556.00
R.M of Eldon No 471	700	\$2,100.00
Village of Marwayne	543	\$1,629.00
Town of Marshall	522	\$1,566.00
Village of Paradise Valley	153	\$459.00
Total	42, 308	\$32,178.00

Table 1.0 – Party Population / Annual Fee

7. INSURANCE AND INDEMNITY

- 7.1. Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other Parties (the "Indemnified Parties") harmless from and against any and all claims, actions, suits, demands, assessments, or judgements asserted, and any and all losses, liabilities, damages, costs and expenses (including, without limitation, legal fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the Indemnifying Party or any of its employees, agents and invitees in the exercise of the Indemnifying Party's rights or the performance or observance of the Indemnifying Party's obligations under this Agreement. Prompt notice must be given of any claim, and the Indemnifying Party who is providing the indemnification will have control of any defence or settlement.
- 7.2. Each Party agrees to forward a copy of this Agreement to their municipal insurer and to be responsible for the costs of any increase in insurance premiums which may result.
- 7.3. In the event of any dispute arising under this Agreement which cannot be resolved by mutual agreement between the respective Parties the same shall be submitted to arbitration in accordance with the *Arbitration Act* of Alberta, as amended. The decision rendered in respect of the proceedings shall be binding upon the respective Parties. The cost of the arbitrator will be shared equally by the Parties involved in the dispute.

8. GOVERNING LAW

- 8.1. The Parties will always and in all respects comply with and conform to all municipal bylaws, rules or regulations and all other legal requirements whatsoever whether imposed by Municipal, Provincial or Federal authority. The Parties are not required, however, to remedy work done by another Party in contravention of the law.
- 8.2. This Agreement shall be governed by and construed in accordance with the laws of the province of Alberta for all Alberta municipalities.
- 8.3. This Agreement shall be governed by and construed in accordance with the laws of the province of Saskatchewan for all Saskatchewan municipalities.

9. TERM AND TERMINATION

- 9.1. Any member of the Regional Emergency Management Collective Committee may withdraw their membership by providing all other Parties hereto with SIXTY (60) DAYS' written notice. The withdrawal of any Party from this Agreement shall in no way impact the remaining Parties hereto, and this Agreement shall continue in full force and effect as between the remaining Parties.
- 9.2. This Agreement shall come into force when it has been signed by the City of Lloydminster and any other Party.
- 9.3. This Agreement shall be updated on a Biennial basis unless requested early by a Party. The parties will meet every two years to consider updates to the Agreement and enter into good-faith negotiations in relation to any updates that are necessary or desirable. Final decision-making on the agreement revisions shall be voted on by all parties.
- 9.4. The City of Lloydminster, as the facilitator of this Agreement, may terminate their participation of this Agreement upon providing all other Parties hereto with SIXTY (60) DAYS' written notice, however, shall return monies collected on a prorated basis for the current calendar year to the respective Parties. Further, any documents, campaigns, goods, materials, or devices that were purchased or created will be handed over to the remaining Parties.

10. SEVERABILITY

- 10.1. If any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless, as a result of such determination, this Agreement would fail in its essential purpose.

11. NON-ASSIGNMENT

- 11.1. No Party may assign its rights under this Agreement without the prior written consent of all the other Parties hereto.

12. NOTICES

12.1. All notices required or permitted under this Agreement be in writing and (a) delivered personally, or (b) sent by e-mail to the parties to this Agreement as follows:

CITY OF LLOYDMINSTER

Dion Pollard
City Manager
Dpollard@Lloydminster.ca

RURAL MUNICIPALITY OF BRITANNIA NO. 502

Bryson Leganchuk
Chief Administrative Officer
CAO@rmbritannia.com

RURAL MUNICIPALITY OF WILTON NO. 472

Jill Parton
Administrator
cam@rmwilton.ca

TOWN OF VERMILION

Kevin Lucas
Chief Administrative Officer
Klucas@vermilion.ca

VILLAGE OF KITSCOTY

Jason Olson
Chief Administrative Officer
CAO@vokitscoty.ca

VILLAGE OF MARWAYNE

Shannon Harrower
Chief Administrative Officer
CAO@marwayne.ca

VILLAGE OF PARADISE VALLEY

James Warren
Chief Administrative Officer

PVAdmin@Mcsnet.ca

TOWN OF LASHBURN

Brad McKenzie
Town Manager
Townoflashburn@sasktel.net

TOWN OF MARSHALL

Linda E. Row
Administrator
townofmarshallcao@outlook.com

RURAL MUNICIPALITY OF ELDON NO. 471

Lee Torrance
Administrator
Rm471lee@sasktel.net

IN WITNESS WHEREOF, this Agreement is executed on behalf of the participating Parties, by the hands of their officers duly authorized in that behalf and under each municipal seal affixed:

CITY OF LLOYDMINSTER

Mayor

City Manager

**RURAL MUNICIPALITY OF BRITANNIA
NO. 502**

RURAL MUNICIPALITY OF WILTON NO. 472

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer

TOWN OF VERMILION

VILLAGE OF KITSCOTY

Mayor

Mayor

Chief Administrative Officer

Chief Administrative Officer

VILLAGE OF MARWAYNE

Mayor

Chief Administrative Officer

VILLAGE OF PARADISE VALLEY

Mayor

Chief Administrative Officer

TOWN OF LASHBURN

Mayor

Chief Administrative Officer

TOWN OF MARSHALL

Mayor

Chief Administrative Officer

RURAL MUNICIPALITY OF ELDON NO. 471

Reeve

Chief Administrative Officer

SCHEDULE "A"
REGIONAL EMERGENCY MANAGEMENT COLLECTIVE
SERVICE PROVISIONS

1. PURPOSE

- 1.1. The items documented throughout this schedule are considered the duties of the Regional Emergency Management Collective for each party who has signed this Agreement and contributed annual dues.
- 1.2. The Regional Director of Emergency Management shall be responsible for overseeing annual programming and ensuring that all aspects of the schedule are continually grown and developed to ensure constant regional growth.
- 1.3. The Regional Emergency Management Agency and Regional Advisory Committee shall establish annual objectives for growth in each area of these service provision areas for the Regional Director of Emergency Management to work towards.
- 1.4. The success of these service provisions will be reviewed annually through a report from the Regional Director of Emergency Management who showcases the growth or development of each service provision area compared to objectives established by the Regional Emergency Management Agency and Regional Advisory Committee.

2. REGIONAL EMERGENCY MANAGEMENT COLLECTIVE ADMINISTRATION

- 2.1. The Regional Director of Emergency Management shall oversee all administrative components of the Regional Emergency Management Collective including:
 - 2.1.1. obtaining Party signatures on the Agreement;
 - 2.1.2. conducting Biennial Reviews of the Agreement;
 - 2.1.3. invoicing and reception of funds from Parties;
 - 2.1.4. administrative duties related to recruiting, onboarding, retention, management, and evaluation of any staff members working under this Agreement;
 - 2.1.5. draft and submit grant applications that support Regional Emergency Management Collective initiatives.

3. PROVINCIAL LEGISLATIVE REQUIREMENTS

- 3.1. The Regional Director shall work to ensure that all parties work towards and remain in compliance with Provincial or Federal regulations related to Emergency management. This includes remaining aware of any upcoming or implemented legislative changes.

- 3.2. The Regional Director shall review all Parties' bylaws related to the provision of Emergency Management to ensure compliance with provincial legislation and no contradictions with the Regional Emergency Management Collective Agreement. The Regional Director shall make presentations on new proposed bylaws to the respective councils where required.
- 3.3. The Director shall remain available to any provincial authority that requests to audit any Party's Emergency management programming.

4. FACILITATION

- 4.1. The Regional Director shall work with each signatory to identify a member of Council and alternate to be onboarded on the Regional Emergency Advisory Committee
- 4.2. The Regional Director shall schedule and facilitate Regional Emergency Advisory Committee meetings on an annual basis.
- 4.3. The Regional Director shall compose an annual report to present to the Regional Emergency Advisory Committee.
- 4.4. The Regional Director will be responsible for ensuring the minutes of these meetings are retained and distributed to all parties.
- 4.5. The Regional Director shall work with each Party to identify which internal staff members or external stakeholders shall comprise the Regional Emergency Management Agency.
- 4.6. The Regional Director shall schedule, facilitate, and chair Regional Emergency Management Agency meetings on a minimum of an annual basis.
- 4.7. The Regional Director will be responsible for ensuring the minutes of Agency meetings are retained and distributed to all Parties.
- 4.8. The Regional Director may at their discretion schedule and facilitate any further meeting of the Agency or Committee as required for legislative or program development purposes.

5. TRAINING AND EXERCISES

- 5.1. Training, workshops or exercises shall be coordinated to best serve the Regional Emergency Management Collective's current needs and capacities to ensure continued development.
- 5.2. The Regional Director shall conduct municipal interviews with select staff to gain insight and knowledge surrounding current baselines for the creation of a regional training syllabus to be presented and approved by the Agency.

- 5.3. Each Party shall make available staff rosters and organizational charts for the Regional Director's review to determine appropriate members for training and exercises.
- 5.4. Each Party shall make staff members available for contact, training, and exercise on a basis that is considered responsible.
- 5.5. Tabletop, functional, and full-scale exercises shall be conducted on a basis to adhere to legislative requirements and may be completed regionally, or for each municipality.

6. PUBLIC EDUCATION AND PREPAREDNESS MESSAGING

- 6.1. Strategy and effort are to be contributed towards increasing the public's capacity and knowledge around remaining prepared for hazards in an effort to increase resiliency.
- 6.2. Costs associated with creating public messaging and preparedness campaigns shall be offset from annual fees collected from this Agreement. Should a need for additional funding or sponsorship be required, written approval must first be granted from the Parties.
- 6.3. Parties shall make available to a reasonable effect, access to social media and websites through a communications department or individual, for the purposes of releasing information from the Regional Emergency Management Collective to their constituents. This may include:
 - 6.3.1. information posters;
 - 6.3.2. public education event or seminar promotion;
 - 6.3.3. hazard related information.
- 6.4. Attendance at public events from Regional Emergency Management Collective members may occur at the Regional Director's discretion. Notice shall be given to relevant Parties to ensure this is completed in a coordinated manner with other municipal attendees. Parties may, at any time, request to the Regional Director that the Regional Emergency Management Collective attend a specific event, however, the Regional Director will have discretion on attendance based upon availability.

7. INCREASE RESPONSE CAPACITY

- 7.1. The Regional Director shall, through the municipal interview process, determine a municipality's ability to respond to an Emergency or Disaster. The Regional Director shall provide recommendations to each municipality on how they may be able to increase their capacities.
- 7.2. Costs and procurement for goods or materials that a Party may use to increase their response capacity will not be covered by the annual fees of this Agreement.

Each Party has sole discretion to invest in these initiatives and recommendations.

- 7.3. The Regional Director shall work with each Party to identify local non-government organizations or groups which may supplement their response abilities. Agreements with non-government agencies that increase capacity around Emergency response or Emergency Social Services may be presented to Parties.
- 7.4. One or more agreements pertaining to mutual aid shall be identified or created that create a regional methodology to request neighbouring municipality resources and costs associated with the response, subject to the approval of the participating municipalities.

8. HAZARD IDENTIFICATION AND PLANNING

- 8.1. The Director shall be responsible for the creation of a regional hazard identification, risk and vulnerability document that includes a matrix surrounding the predicted frequency and severity of each identified hazard.
- 8.2. Through the hazard identification process, mitigation efforts may be recommended to the affected parties. Any costs associated with mitigating said hazards are the sole responsibility of each Party.
- 8.3. The Director may work towards the creation of a Regional Emergency Management Plan, or assist each Party in the creation/updating of a municipal-level Emergency management plan which contains annex pertinent to their processes, procedures, and policies.
 - 8.3.1. Should a contract be awarded for the development of a Regional Emergency Management Plan, the contractor shall report to the Regional Emergency Management Agency through the Director.

9. EMERGENCY RESPONSE

- 9.1. Any response to an Emergency is the sole responsibility of the Party in which the Emergency exists.
 - 9.1.1. Should an Emergency occur which crosses multiple jurisdictions, two (2) or more Parties may agree to enter into unified command to work on the Emergency together. Alternatively, they may choose not to enter into unified command and continue to perform a single command at the municipal level while still working collaboratively.
- 9.2. Any Party may request that the Director attend the Parties Incident Command Post or Emergency Coordination Centre through the duration of an Emergency response. The Director shall make best efforts to attend or send a delegate in their place to support, however, is not mandated to attend.

- 9.3. Should the Director attend, they shall not be identified as the Incident Commander.
- 9.4. The Director may, in person or through virtual option, assist a party in the declaration of a State of Local Emergency or State of Emergency Declaration.
- 9.5. The Director, or other identified members of the Agency, may create and distribute a broadcast intrusive emergency alert at the request of the Incident Commander of the event. This alert must meet the conditions established by the respective authority for a broadcast intrusive alert to be distributed.

10. EMERGENCY RECOVERY

- 10.1. Recovery programming from a hazard shall be the sole responsibility of the Party in which the event occurred.
- 10.2. The Director shall work with the affected Party to create, implement and oversee a recovery plan that seeks to return the community to a pre-hazard or better state.
- 10.3. The Director shall work with the Party's internal department for the creation and application of insurance or Disaster Recovery Program applications where applicable.

11. LIABILITY

- 11.1. The Regional Director will work in good faith equally with every Party within this Agreement. Throughout the implementation of these service provisions, the Regional Director is responsible for ensuring programming impacts to inter-departments or political spheres are kept to a minimal effect.
- 11.2. The Director shall ensure programming time and resources are completed that ensure the objectives created by the Regional Emergency Management Agency, which have been approved by the Regional Advisory Committee are given higher priority than any other service provision listed within these provisions.
- 11.3. A Party and its elected officials, employees, and any volunteers and officials performing duties under the direction of any of them (the "Released Party") are not liable for anything said or done or omitted to be done in good faith in the intended or intended performance of their functions, duties or powers under this Agreement. Each Party hereby waives and releases claims against a Released Party arising as a result of anything said or done or omitted to be done in good faith in the intended or intended performance of the Released Party's functions, duties or powers under this Agreement