



Village of Hill Spring
COUNCIL MEETING AGENDA - DRAFT
Hill Spring Council Chambers
Tuesday, February 21, 2023 at 7:00 p.m.

1. CALL COUNCIL MEETING TO ORDER
2. ACCEPTANCE/ADDITIONS TO AGENDA
3. ADOPTION OF MINUTES
 - a) 2023.01.17
4. DELEGATION
 - a) ORRSC – LUB
 - b) Barbara Baxter – Negative economic impact from Riplinger Wind Power Project.
5. BUSINESS ARISING FROM THE MINUTES
 - a)
6. FINANCIAL REPORTS:
 - a) Cheque Listing for January 2023
7. ITEMS FOR DISCUSSION:
 - a) Joint Fire Services Agreement – proposed changes
8. ADMINISTRATORS & COUNCIL REPORTS:
 - a) Admin Report
9. CORRESPONDENCE:
 - a) 2022-11-10 Executive Committee Meeting Minutes – Final
 - b) 2022-11-09 CMRSWSC Minutes
 - c) 2022-12-14 CMRSWSC Minutes Org
 - d) 2022-12-14 CMRSWSC Minutes
 - e) 2022-10-06 CCES Minutes

- f) 2022-12-01 CCES Minutes
- g) 2023.01.12 Letter to Minister Copping re Ponoka Fire Dept
- h) 2023.01.30 Energy from Waste
- i) 2023.02.14 Tofield Letter of Support re Camrose Casino

10. CLOSED MEETING: if needed or when required by council per FOIP Act Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act (Municipal Government Act, Section 197)*

- a) 2023 Employee Matter – as per Sec 17 & 24 of the FOIP Act
- b) 2023 Employee Matter - as per Sec 17 & 24 of the FOIP Act
- c) 2023 Legal Matter – as per Sec 17 & 24 of the FOIP Act
- d) 2023 Land Matter – as per Sec 16 & 24

11. ADJOURNMENT:

DRAFT FEB. 21, 2023



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11. ADJOURNMENT:

DRAFT FEB. 17, 2023

VILLAGE OF HILL SPRING

January 17, 2023

The Village of Hill Spring Regular Council Meeting was held at the Hill Spring Council Chambers on January 17, 2023 commencing at 7:00 p.m.

In attendance: Mayor Davis, and Councillors Barfuss, Christensen, French, and Nish.

Officials: Interim CAO Patrick Roach, Municipal Intern Kassidy Stevens.

CALLED TO ORDER

Mayor Davis called the **Regular** Council Meeting to Order at 6:59 p.m.

ADOPTION OF THE AGENDA

2023.01.001

Councillor Barfuss **MOVED** to accept the agenda.

Carried

ADOPTION OF MINUTES

2022.11.15 REGULAR
COUNCIL MEETING
MINUTES

2023.01.002

Councillor French **MOVED** that the 2022.11.15 regular council meeting minutes be approved.

Carried

2022.11.21 SPECIAL
COUNCIL MEETING
MINUTES

2023.01.003

Councillor Nish **MOVED** to approve 2022.11.21 Special Council Meeting Minutes.

Carried

2022.11.29 SPECIAL
COUNCIL MEETING
MINUTES

2023.01.004

Councillor Christensen **MOVED** to approve 2022.11.29 Special Council Meeting Minutes.

Carried

BUSINESS ARISING FROM MINUTES

FINANCIAL REPORTS

COUNCIL CHEQUE
20220234 - 20230013

2023.01.005

Councillor French **MOVED** that Cheque Listing 20220234 – 20230013 be accepted as information.

Carried

BUSINESS ITEMS FOR DISCUSSION

PUBLIC PARTICIPATION
POLICY 2022.01

2023.01.006

Councillor Barfuss **MOVED** to adopt Public Participation Policy 2022.01.

Carried

FIRE CHIEF DANNY
MELVIN RESOLUTION
REQUEST

2023.01.007

Councillor Nish **MOVED** to become under the same Fire QMP as the rest of the Fire Departments within the County of Cardston.

Carried

DUST CONTROL-
COUNCILLOR FRENCH
REQUEST

Council discussed options for dust control within the community. Administration was instructed to look into the various options for dust suppression including calcium chloride and cold mix and to bring associated costs back to council.

SNOW REMOVAL
2023.01.008

Councillor Barfuss **MOVED** to instruct Mayor Davis to determine the value of the trailer, backho, and snow plow for the February Council Meeting.

Carried

DRAINAGE STUDY
DISCUSSION

Mayor Davis provided an update on the allocation of grant funds leftover from the ICF Agreement between Hill Spring and Cardston County. While funds were initially being put towards a trail study, it was determined that a drainage study would be a more suitable study to pursue.

RESCIND RECREATIONAL
TRAIL STUDY
RESOLUTION
#2022.06.112
2023.01.009

Councillor Nish **MOVED** to rescind Resolution #2022.06.112.
Councillor French against, Mayor Davis, Councillors Barfuss, Christensen, and Nish in favour, Carried

RIPLINGER WIND POWER
PROJECT

Council discussed the Riplinger Wind Power project and instructed administration to put information out to the public when it becomes available and to look into what benefits this project could have for the community.

WEBSITE UPDATE

Administration provided council an update on the the development of the new Village website. Council directed administration to instruct the web-developer to have the new website go live and to discontinue use of the previous website.

BYLAW 2023-245- FEES
AND CHARGES

2023.01.010

Councillor Christensen **MOVED** to give 1st reading to Bylaw 2023-245- Fees and Charges.

Carried

2023.01.011

Councillor Barfus **MOVED** to give 2nd reading to Bylaw 2023-245- Fees and Charges.

Carried

2023.01.012

Mayor Davis **MOVED** to proceed to third reading of Bylaw 2023-245- Fees and Charges.

Unanimously Carried

2023.01.013

Counillor Christensen **MOVED** to give third reading and pass Bylaw 2023-245- Fees and Charges.

Carried

**ADMINISTRATOR,
COUNCIL REPORTS AND
CORRESPONDENCE**
2023.01.014

Councillor Christensen **MOVED** to accept all reports and correspondence as information.

Carried

ADJOURNMENT
2023.01.015

Councillor Nish **MOVED** to adjourn at 8:45 p.m.

Carried

Mayor Dwight Davis

Village Manager Janet Edwards

DRAFT

Timeline for the Village of Hill Spring Land Use Bylaw – 2023

TASK	MAR	APR	MAY	JUN	JUL
1. Review Administrative Section with Council - complete					
2. Workshop 1 – With Council <ul style="list-style-type: none"> • Review and update Land Use Districts • Review and update Zoning Map • Review and update Definitions 					
3. Workshop 2 – With Council <ul style="list-style-type: none"> • Review and update Standards of Development • Review and update Use Specific Standards • Review and update other Schedules (ie: Telecommunication/Bed & Breakfast) 					
4. Present draft LUB to Council and make amendments as necessary					
5. Public Open Houses / consultation <ul style="list-style-type: none"> • To determined by Council 					
6. Bylaw Adoption Process: <ul style="list-style-type: none"> • 1st reading by council & required circulation. • Mandatory public hearing • Amendment as required • 2nd and 3rd reading and adoption 					

Village Of Hill Spring

Cheque Listing For Council

2023-Feb-16
3:29:59PM

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20230001	2023-01-09	ACTIVE LOCK AND SAFE LTD	18500	PAYMENT KEY	50.14	50.14
20230002	2023-01-09	ALBERTA SOUTHWEST REGIONAL ALLIANCE	588	PAYMENT 2022 MEMBERSHIP FEE	168.00	168.00
20230003	2023-01-09	BECK'S EXCAVATING & TRUCKING	3117 3118 3119 930671	PAYMENT SNOW REMOVAL AT CC & FH FIXING WATER CURBSTOP FIX CURBSTOPS SEPTIC PUMPOUT	1,386.00 1,312.50 1,155.00 168.00	4,021.50
20230004	2023-01-09	BROWNLIE BARRISTERS AND SOLICITORS	540950	PAYMENT DEVELOPMENT	2,429.44	2,429.44
20230005	2023-01-09	CARDSTON COUNTY	22306	PAYMENT DEM CONTRACT	66.70	66.70
20230006	2023-01-09	CARO ANALYTICAL SERVICES	IC2234493	PAYMENT WATER SAMPLES	103.74	103.74
20230007	2023-01-09	CITY OF LETHBRIDGE	70516	PAYMENT FIRE DISPATCHING	193.03	193.03
20230008	2023-01-09	MPE ENGINEERING LTD.	14640040019	PAYMENT HILL SPIRNG WTP	1,108.80	1,108.80
20230009	2023-01-09	TOWN OF RAYMOND	20220411 20220436	PAYMENT DEC ADMIN CLAIM PLUS MILLEAGE MILEGAE	3,364.72 214.72	3,579.44
20230010	2023-01-09	XPLORE	45635533	PAYMENT WATER PLANT PHONE	104.83	104.83
20230011	2023-01-09	HENRIE, SCOTT	2022-1	PAYMENT ANCHOR KIT FOR KEY CAB	21.75	21.75
20230012	2023-01-09	SUTHERLAND, JONNA	2022-2	PAYMENT CAN OPENER	16.79	16.79
20230013	2023-01-09	THEOREM.CA	2655	PAYMENT DOMAIN HOSTING	189.00	189.00
20230014	2023-01-23	CANOE PROCUREMENT GROUP OF CANADA, A DIV C	12459378	PAYMENT WATER PLANT	950.15	950.15
20230015	2023-01-23	CARDSTON COUNTY	22256D 22257D	PAYMENT REGIONAL DEM CONTRACT DEC WATER OP FEES	66.70 2,666.67	2,733.37
20230016	2023-01-23	CARDSTON HOME HARDWARE	92051	PAYMENT LIGHTS	62.99	62.99
20230017	2023-01-23	HENRIE, SCOTT	1	PAYMENT CONTRACT WORK & MILEAGE	144.90	144.90
20230018	2023-01-23	RURAL MUNICIPALITIES OF ALBERTA	RMA006773	PAYMENT RMA ASSOCIATION FEES	204.75	204.75
20230019	2023-01-23	SILVER AUTOMOTIVE	23505370	PAYMENT BATTERY CHARGES	57.70	57.70
20230020	2023-01-23	SKOEN PROFESSIONAL CORPORATION	1027	PAYMENT OCT - DEC ACCOUNTING SERVICES	3,564.75	3,564.75
20230021	2023-01-23	TOWN OF CARDSTON	LOOMIS	PAYMENT LOOMIS BILL FROM TOWN OF CARD	188.15	188.15
20230022	2023-01-23	BROWNLIE LLP	542373	PAYMENT DEV AGREEMENT	712.95	712.95
20230023	2023-01-23	HUNSPERGER, JENAE	NOV/DEC 2022	PAYMENT CLEANING COMMUNITY HALL	140.00	140.00

Village Of Hill Spring

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3:29:59PM

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20230033	2023-02-13	AVO WEBWORKS	1039	PAYMENT DEPOSIT FOR REDESIGN OF WEBSI	3,307.50	3,307.50
20230034	2023-02-13	BARFUSS, RYAN	DEC 2022	PAYMENT TRAVEL	56.12	56.12
20230035	2023-02-13	BENCHMARK ASSESSMENT CONSULTANTS INC	2551	PAYMENT ASSESSOR FEES	1,292.50	1,292.50
20230036	2023-02-13	CARDSTON COUNTY	22497	PAYMENT TRANSFER STATION	3,556.18	3,556.18
20230037	2023-02-13	CARDSTON COUNTY EMERGENCY SERVICES	11191	PAYMENT 2023 REQUISITION	4,477.62	4,477.62
20230038	2023-02-13	CHINOOK ARCH REGIONAL LIBRARY SYSTEM	922149	PAYMENT MEMBERSHIP FEES	946.72	946.72
20230039	2023-02-13	CITY OF LETHBRIDGE	59795	PAYMENT FIRE DISPATCH	193.03	193.03
20230040	2023-02-13	DAVIS, DWIGHT	2022-DEC DEC 2022 JAN 2023	PAYMENT COUNCIL GOODS TRAVEL TRAVEL TO MAYOR'S & REEVES	6.30 192.76 152.32	351.38
20230041	2023-02-13	HENRIE, SCOTT	JAN 23	PAYMENT LOCKSET FOR RINK & CHAIR REPAI	117.52	117.52
20230042	2023-02-13	KOST FIRE EQUIPMENT	510031179	PAYMENT COMMUNITY HALL FIRE EXTINGUISI	213.15	213.15
20230043	2023-02-13	MPE ENGINEERING LTD.	1464-004-00-20	PAYMENT WTP - OPERATION ASSISTANCE	98.70	98.70
20230044	2023-02-13	MUNISIGHT LTD	4318025	PAYMENT MUNIWARE	3,836.84	3,836.84
20230045	2023-02-13	NEXTGEN AUTOMATION	465036	PAYMENT COPIES	589.45	589.45
20230046	2023-02-13	OLDMAN RIVER REGION SERVICES COMMISSIO	13090 13139	PAYMENT 2023 PLANNING SERVICES GIS MEMBER FEES	573.00 949.20	1,522.20
20230047	2023-02-13	RECEIVER GENERAL	62033 62034 62035	PAYMENT FEB & DEC REMITTANCES PAYROLL REMITTANCES 2022 CPP DEDUCTIONS -PIER REVIE	928.56 129.65 1,623.18	2,681.39
20230048	2023-02-13	TOWN OF RAYMOND	20230023 20230038 20230058	PAYMENT JANUARY ADMIN SERVICE TRAVEL FEBRUARY ADMIN CONTRACT	3,509.04 119.68 3,150.00	6,778.72
20230049	2023-02-13	XPLORE	46438036	PAYMENT JAN & FEB WTP PLANT	200.66	200.66

Total 51,032.55

*** End of Report ***



Policy: FIRE LEVEL OF SERVICE POLICY	
Authorized by: COUNCIL	Policy Source: BYLAW
Effective Date:	Page: 1 OF 4

Policy Objective

Cardston County recognizes that Cardston County Emergency Services, Magrath and District Emergency Services, Midriver Fire Department, and Del Bonita Fire Departments is authorized to provide emergency services within Cardston County.

To identify the emergency services, the Fire Departments within Cardston County Boundaries are authorized to provide and determine the standard level for each service.

Policy

This Policy is required to meet the Relevant Provincial Health and Safety regulations related to the provision of firefighting and rescue services.

Unless otherwise specified, references to a specific standard are the version in effect on the most recent Council revision date.

This Policy anticipates that each fire protection area will decide the services they deem appropriate to their fire protection area, recognizing that the fire departments will have to meet the service standards detailed in this Policy.

Process:

Fire administration will ensure that the level of services identified is adhered to and that employees providing the services are deemed competent.

Fire administration will ensure that it monitors the program's effectiveness, identifies areas where the level of service may require amendments, and brings those recommendations back to the board for their review.

Cardston County Council will periodically review and approve the service levels.



Policy: FIRE LEVEL OF SERVICE POLICY	
Authorized by: COUNCIL	Policy Source: BYLAW
Effective Date:	Page: 2 OF 4

Services	Services Level
Fire Suppression	<p>Suppression and safe control of structural, vehicular, and wildland fires</p> <ul style="list-style-type: none"> ➤ Fire Fighting Operations will comply with NRPA 1001 Standard for Professional Firefighter Qualifications. ➤ Fire suppression of vehicle fires not involving a significant amount of hazardous materials. ➤ Where a vehicle is transporting substantial quantities of hazardous materials, fire services will restrict suppression efforts to those necessary to protect exposures without exposure of firefighters to those hazardous materials. ➤ Oil and Gas extraction locations fire; Cardston County fire departments will provide support services only, Securing the site perimeter fire control secondary fires outside 100 meters of the extraction location. ➤ Full wildland-urban interface firefighting services.
Hazardous Materials Response	<p>Provide services to the NFPA 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction initial response, assessment, containment, and mitigation of hazardous materials emergencies as it pertains to the specified services listed below:</p> <ol style="list-style-type: none"> 1. Fire department response to these events is limited to the following <ol style="list-style-type: none"> 1.1. Observation and evaluation 1.2. Securing the site perimeter 1.3. Evacuation of persons outside the “hot zone” and 1.4. Control of hydrocarbon leaks or spills of containers less than 750 litres 2. All other hazardous materials events will be managed using competent third-party service providers.



Policy: FIRE LEVEL OF SERVICE POLICY	
Authorized by: COUNCIL	Policy Source: BYLAW
Effective Date:	Page: 3 OF 4

Emergency Medical or First Responder Services	<p>Provide medical co-response utilizing firefighting crews and apparatus delivered at the following service level:</p> <ul style="list-style-type: none"> i. Basic Life Support
Rescue	<p>Provide services to the NFPA 1006 Standard for Technical Rescuer Professional Qualifications, 2008 Edition, as it pertains to the specified services listed in this Policy</p> <ul style="list-style-type: none"> i. Vehicles and machinery rescues: <ul style="list-style-type: none"> a. Incident command b. Patient care in support of ambulance operations c. Extrication from motor vehicle collisions d. Scene stabilization e. Traffic control f. Road surface cleanup g. Fluids control and containment (in compliance with Hazardous Materials service levels) ii. Water Rescue: (Cardston County Emergency Service) <ul style="list-style-type: none"> a. Surface Still-Water Rescue b. Swift-Water Rescue c. Support for underwater rescue and recovery operations iii. Ice Rescue: <ul style="list-style-type: none"> a. Surface ice rescue b. Support to under-ice rescue and recovery operations iv. Grain Bin Rescue: (Magrath and District Emergency Services) <ul style="list-style-type: none"> a. Bin rescue b. Support for grain bin rescue and recovery v. Rope Rescue: <ul style="list-style-type: none"> a. Low angle and slope rescue operations only b. Competent third-party service providers will perform all high-angle rope rescue and technical rescue operations. vi. Confined Space Rescue <ul style="list-style-type: none"> a. Site security b. Incident command c. Competent third-party services providers will perform all trench rescue operations vii. Building Collapse <ul style="list-style-type: none"> a. Site security b. Incident command c. Rescue operations in wood frame structures d. Complex building collapse operations will be performed in concert with competent third-party services providers.



Policy: FIRE LEVEL OF SERVICE POLICY	
Authorized by: COUNCIL	Policy Source: BYLAW
Effective Date:	Page: 4 OF 4
Prevention and Inspection	<p>Public education and awareness programs include, but are not restricted to:</p> <ul style="list-style-type: none"> ➤ Fire Prevention Week ➤ FireSmart ➤ School Tours ➤ Seniors Programs ➤ Open Houses ➤ Seasonal campaigns <p>Fire Inspections</p> <ol style="list-style-type: none"> i. Enforcement of the Alberta Fire Code ii. Inspection of all public buildings per the Alberta Safety Codes Act and the local Authority's Quality Management Plan-Fire <p>Fire Investigations:</p> <ol style="list-style-type: none"> i. As required by the Alberta Safety Codes Act. <p>Planning and Development</p> <ol style="list-style-type: none"> i. Participate in the review of some development-related plans and processes to ensure that fire and emergency management considerations are addressed in new Group Country Residential and large Rural Recreational Developments
Training	<p>Development and maintenance of skills necessary for the safe, legal and effective delivery of the services and functions identifies in this policy</p> <ol style="list-style-type: none"> i. Provide ongoing competency management programs for all approves services in this policy
Other Services and Authorities	<p>Issuance of Open-air and burning permits. Declare fire bans within fire protection areas.</p>

THIS AGREEMENT made this ____ day of _____, 2020~~3~~

BETWEEN:

CARDSTON COUNTY
(hereinafter referred to as the “County”)

-and-

TOWN OF CARDSTON
(hereinafter referred to as “Cardston”)

-and-

TOWN OF MAGRATH
(hereinafter referred to as “Magrath”)

-and-

VILLAGE OF GLENWOOD
(hereinafter referred to as “Glenwood”)

-and-

VILLAGE OF HILL SPRING
(hereinafter referred to as “Hill Spring”)

JOINT FIRE SERVICES AGREEMENT

WHEREAS:

- A. The Parties operate the Cardston County Emergency Services and the Magrath and District Emergency Services comprising the Fire Departments;
- B. The Parties wish to:
 - (a) formalize the fire services/department arrangements between the respective individual Parties participating in the operation and funding of each Fire Department;
 - (b) advance, promote, and encourage opportunities and programs for collaboration amongst the Parties for their joint benefit, as well as the ultimate benefit of the residents of the respective Parties and the surrounding communities;
 - (c) ensure the safety of residents and businesses throughout the respective jurisdictions of the Parties through the coordinated operations of the Joint Fire Services;
 - (d) ~~to operate the respective Fire Departments, as well as own and operate the respective equipment and facilities of each Fire Department, independently as stand alone fire services departments, save and except for and/or subject to the collaborations and joint services contemplated within this Agreement;~~ To ensure the Organization sStructure

falls within the Provincial Regulations and all assets of all the fire departments come under the control and management of one Member Partner; resulting in a legal entity that provides for the protection of staff and the equal operation of the fire departments.

(e) to provide for planning, development, training, and operation of the respective Fire Departments, as well as the procurement, management, maintenance, repair, operation, and replacement, or their respective equipment and facilities, in each case in the most efficient and ~~most effective~~ cost-effective manner;

C. The Parties have identified the value of establishing policies, programs and processes for collaborating on the planning, development, training and operation of their respective Fire Departments, the purchase, operation, use, maintenance, repair and replacement of their respective equipment and facilities, and the coordination and delivery of the Joint Fire Services, the Joint Fire Programs, for the joint benefit of the Fire Departments and the Parties;

D. The Parties are committed to participating, co-operating and coordinating with each other on an on-going basis, as further contemplated within this Agreement, for the joint benefit of the Parties;

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Definitions.** Unless otherwise specifically defined, all capitalized terms used throughout this Agreement shall have the meanings provided for within **Schedule "A"**.

1.2 **Schedules.** The following schedules are attached to, and form a part of, this Agreement:

Schedule "A"	-	Definitions & Interpretation
Schedule "B"	-	Joint Governance Committee/Board
Schedule "C"	-	Joint Emergency Services Committee
Schedule "D"	-	Fire Chiefs Committee
Schedule "E"	-	Mutual Aid Services
Schedule "F"	-	Joint Fire Operations Budget & Payment
Schedule "G"	-	Insurance, Indemnity & Default
Schedule "H"	-	Dispute Resolution Procedure

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

2.1 **Application.** Unless otherwise specifically provided for within this Agreement, this Agreement applies to:

~~(a)~~ (a) The Direct control and ownership of assets

~~(a)~~(b) planning, development, training and operation of the Parties' respective Fire Departments;

~~(b)~~(c) planning, development, and operation of Joint Fire Programs; and

~~(c)~~(d) the coordination of Equipment purchases to ensure interchangeability and interoperability across Fire Departments.

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- 2.2 Guiding Principles.** The Parties recognize that the following principles should guide the planning, development, implementation and operation of the Joint Fire Services and the Joint Fire Programs:
- (a) **Appropriateness** – the collaboration amongst the Parties must be suitable for and beneficial to the Parties participating in the aspect of the collaboration;
 - (b) **Adaptability** – the collaboration amongst the Parties must be multi-dimensional and flexible to change, participation, and future growth;
 - (c) **Accessibility** – the benefits of the collaboration amongst the Parties must be accessible by all of the Parties, at their option;
 - (d) **Affordability** – the participation of aspects of the collaboration amongst the Parties must be efficient in planning, and economical to implement and/or operate, while maximizing synergies for the Parties; and
 - (e) **Accountability** – the benefits and burdens of the collaboration amongst the Parties must be shared by the Parties proportionately.
- 2.3 Consultation.** The Parties agree that they shall consult with one another in the planning, development, implementation and operation of the respective Joint Fire Services and Joint Fire Programs, to ensure maximum use and benefits to the Parties and surrounding communities.
- 2.4 Co-operation.** The Parties agree to work together on a cooperative basis and to take such steps as may be necessary and to enter into such additional agreements as may be required from time to time in order to meet their objectives in planning, development, implementation and operation of the respective Joint Fire Services and Joint Fire Programs.
- 2.5 Compliance with Laws.** The Parties shall comply with all applicable statutes and regulations governing the planning, development, implementation and operation of the respective Joint Fire Services and Joint Fire Programs, and shall at their expense take all necessary steps to ensure compliance with all statutes and regulations as may be applicable in that regard.
- 2.6 Rights of Approval.** Except where otherwise specifically provided, each Party will act reasonably in each case that it is entitled to exercise discretion hereunder or pursuant hereto and, in particular, in each case where an action, document, thing, or matter is required to be acceptable or satisfactory to it or is affected by its approval, consent, opinion, or discretion; and without limitation foregoing, except where it is specifically provided that its consent may be unreasonably withheld, it will not unreasonably withhold or delay the exercise of any such discretion.
- 2.7 Further Assurances.** The Parties agree that they shall from time to time execute such further assurances and documents as may be required by the Parties and their respective solicitors to give effect to the intent of this Agreement.
- 2.8 Independent Action.** Each Party acknowledges and agrees that, in respect of each aspect of the Joint Fire Services and the Joint Fire Programs that the Party is participating in, it shall not undertake any independent action with respect to the planning, development, implementation and operation of the respective Joint Fire Services and/or Joint Fire Programs outside of the governance, planning and operational processes provided herein. Further, in the event that a Party does undertake independent action and incurs costs or obligations as a consequence of those actions, unless otherwise agreed to by the Parties, the Party undertaking the same shall be solely responsible for all such actions and any costs related thereto.

2.9 Conflicting Actions. Each Party acknowledges and agrees that it shall have the ability to undertake independent action, and to enter into agreements with third parties to this Agreement, with respect to the operation or management of their own Fire Department, their respective solely owned equipment and facilities, and their respective personnel. These independent actions and agreements do not supersede this Agreement where any discrepancies exist.

ARTICLE 3 - TERM AND RENEWAL

3.1 Term. The term of this Agreement shall be effective from the date of execution of this Agreement, and continue unless and until terminated in accordance with the terms and conditions of this Agreement.

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~~3.13.2~~ Once agreed upon and signed by Councils, a Ministerial Order will be requested from the Minister of Municipal Affairs.

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ARTICLE 4 - GOVERNANCE

4.1 Governance Committee/Board. Unless otherwise agreed to by the Parties:

- (a) subject always to subsection (b) below, each of the Fire Departments shall:
 - (i) in the case of the Cardston County Emergency Services and Magrath and District Emergency Services:
 - (A) owned by Cardston County, ~~Town of Cardston, Village of Glenwood and Village of Spring Hill, by or through the managing municipality appointed from time to time;~~
 - (B) governed by the ~~CCES Joint Governance~~-Committee/Board; and
 - (C) managed and operated by or through the Joint Emergency Service Committee ~~managing municipality appointed from time to time~~, working with ~~or through the corresponding~~ Fire Chiefs;
 - ~~(ii) in the case of the Magrath and District Emergency Services:~~
 - ~~(A) owned by Cardston County and the Town of Magrath, by or through the managing municipality appointed from time to time;~~
 - ~~(B) governed by the Magrath Fire Committee/Board; and~~
 - ~~(C) managed and operated by or through the managing municipality appointed from time to time, working with or through the corresponding Fire Chief;~~
- (b) the budgeting and operation of the Fire Departments, the Joint Fire Services and Joint Fire Programs will be coordinated through the Joint Governance Committee/Board, working with the Joint Emergency Services Committee and the Joint Fire Coordinator;

upon and subject to the terms, covenants and conditions contained within this Agreement.

4.2 Governance Committee/Board Membership, Scope and Terms of Reference. The membership, scope and terms of reference for the Joint Governance Committee/Board ~~for each~~

~~Fire Department and the Joint Governance Committee/Board~~ shall be governed by the provisions contained within **Schedule “B”**.

ARTICLE 5 - JOINT OPERATIONS

5.1 Joint Emergency Services Committee. Unless otherwise agreed to by the Parties, the implementation, operation and administration of Joint Fire Services and Joint Fire Programs under this Agreement shall be coordinated and managed through the Joint Emergency Services Committee on behalf of the Parties, as contemplated within **Schedule “C”**, upon and subject to the terms, covenants and conditions contained within this Agreement.

5.2 Joint Emergency Services Committee Membership, Scope and Terms of Reference. The membership, scope and terms of reference for the Joint Emergency Services Committee shall be governed by the provisions contained within **Schedule “C”**. The Joint Emergency Services Committee will be responsible for the ongoing planning, budgeting and co-ordination of the Joint Fire Services and the Joint Fire Programs, and will specifically be involved in the following:

- (a) ensuring all decisions and recommendations are made in accordance with the goals, principles, and spirit of this Agreement;
- (b) identifying, approving, budgeting and planning for the delivery of the Joint Fire Services and the Joint Fire Programs for the maximum benefit to the Parties;
- ~~(c)~~ ensuring the operation of the Joint Fire Services and the Joint Fire Programs are within the applicable budget parameters;
- ~~(e)(d)~~ ~~e~~Ensuring the Joint Fire Services archives the Fire level of Services set by each Municipality;
- ~~(d)~~(e) ensuring the coordination of the operations of the Joint Fire Services and the Joint Fire Programs to maximize synergies for the Parties;
- ~~(e)~~(f) establishing agreed upon rates for equipment and personnel utilized in providing the Mutual Aid Services and/or Joint Fire Services, as may be applicable;
- ~~(f)~~(g) equipment replacement, billing requirements, recruitment, policy and standard operating procedures, and any other matter that may affect the delivery of Mutual Aid Service and/or Joint Fire Services, or the operation of the Fire Departments; and
- ~~(g)~~(h) exploring options for the further development and enhancement of the Joint Fire Programs, the development of new Joint Fire Programs, and the development policies, processes or other agreements, as may be determined to be necessary or prudent for the purposes of carrying out the spirit and intent of this Agreement;

in addition to making recommendations and reporting to the Joint Governance Committee/Board.

ARTICLE 6 - COORDINATION & IMPLEMENTATION

6.1 The Joint Fire Coordinator. Unless otherwise agreed to by the Parties, the Joint Fire Coordinator shall undertake the coordination and management of the meetings and mandate of the Joint Emergency Services Committee on behalf of the Parties, as contemplated within **Schedule “C”** upon and subject to the terms, covenants and conditions contained within this Agreement.

6.2 Fire Chiefs Committee Membership, Scope and Terms of Reference. The membership, scope and terms of reference for the Fire Chiefs Committee shall be governed by the provisions contained within **Schedule “D”**. The Fire Chiefs Committee will be responsible for the ongoing implementation and operation of the Joint Fire Programs, and will specifically have the responsibility to:

- (a) create, review and amend the SOG’s respecting the delivery of the Joint Fire Services;
- (b) review, and recommend to the Joint Emergency Services Committee, respecting the delivery of the Mutual Aid Services and/or Joint Fire Services;
- (c) create, implement, manage and operate each of the Joint Fire Programs;
- (d) coordinate the operations of the respective Fire Departments and the Joint Fire Programs;
- (e) conduct and coordinate incident reviews respecting the Mutual Aid Services and/or the Joint Fire Services, and reviews of the Joint Fire Programs, and prepare recommendations for improvements to the Fire Departments, the Mutual Aid Services, the Joint Fire Services, and the Joint Fire Programs;
- (f) manage and operate the Joint Fire Programs within the applicable budget parameters; and
- (g) explore options for the further development and enhancement of the Joint Fire Programs, the development of new Joint Fire Programs, and the development policies, processes or other agreements, as may be determined to be necessary or prudent for the purposes of carrying out the spirit and intent of this Agreement;

in each case, as contemplated within this Agreement, in addition to making recommendations and reporting to the Joint Emergency Services Committee in respect of the foregoing.

ARTICLE 7 - OWNERSHIP, CONTROL, OPERATION AND RESPONSIBILITY

7.1 Ownership & Control of Fire Departments, Equipment & Facilities. It is acknowledged and agreed between the Parties that:

- ~~(a)~~ All firefighting equipment and supply will be owned by Cardston County each Fire Department is under the separate ownership and/or operation as described within Section 4.1(a) of this Agreement including, without restriction, the personnel, the equipment and facilities used to operate the respective Fire Departments; and
- ~~(a)(b)~~ It is understood any facilities will be owned by the Municipalities in which they are located. The Joint Fire committee will be reasonable for any upgrade or repairs thru the budgeting process. The Municipality will lease the facilities to the Joint Fire Committee as a minimum -fee; and
- ~~(b)(c)~~ notwithstanding the foregoing, the Parties shall operate, manage, maintain, and use each Fire Department in a coordinated manner under the direction of the Joint Governance Committee/Board, the Joint Emergency Services Committee and the Joint Fire Coordinator.

7.2 Joint Fire Coordination. Subject always to the **Standard Operating Guidelines established from time to time**, in the event of any:

- (a) joint or combined operation of the Fire Departments; or

- (b) a response to multiple Emergencies impacting any of the jurisdictions of the Parties at the same time;
- (c) a response to an Emergency impacting Two (2) or more of the jurisdictions of the Parties at the same time;

or any combination of the foregoing, the Joint Fire Coordinator shall have final authority respecting the coordination of equipment, resources and personnel, and the allocation of those resources in response to the Emergency or Emergencies;

7.3 The Joint Fire Services & Programs. Notwithstanding the foregoing independent operation and funding of the Fire Departments, the Parties shall operate and manage the Fire Departments in a coordinated manner:

- (a) as contemplated within the Joint Fire Services and the Joint Fire Programs;
- (b) as directed by the Joint Emergency Services Committee; and
- (c) by and through the coordination of the Joint Fire Coordinator and the Fire Chiefs Committee;

and as further contemplated within the terms, covenants and conditions contained within this Agreement.

ARTICLE 8 - FINANCIAL RESPONSIBILITY

8.1 Fire Department. Each of the Parties will be responsible for its Proportionate Share of the costs of operating the respective Fire Department, which Proportionate Share shall be established:

- (a) in the case of the Cardston County Emergency Services, by paragraph 2(b)(i) of **Schedule “F”**, or otherwise by agreement between Cardston County, Town of Cardston, Village of Glenwood and Village of Spring Hill; and
- (b) in the case of the Magrath and District Emergency Services, paragraph 2(b)(ii) of **Schedule “F”**, or otherwise by agreement between Cardston County and the Town of Magrath.

8.2 Mutual Aid Program. Each of the Parties will be responsible for payment of the costs of providing the Mutual Aid Services which are invoiced by the Responding Party in accordance with the provisions of **Schedule “E”**.

8.3 Joint Fire Coordinator. Each of the Parties will be responsible for its Proportionate Share of the costs of the Joint Fire Coordinator, which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of **Schedule “F”**;

8.4 Joint Fire Services. Each of the Parties will be responsible for its Proportionate Share of costs of providing Joint Fire Services as contemplated within **Schedule “F”**, which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of **Schedule “F”**.

8.5 Joint Fire Programs. Each of the Parties will be responsible for its Proportionate Share of costs of providing Joint Fire Programs, as contemplated within **Schedule “F”**, which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of **Schedule “F”**.

8.6 Payment and Responsibilities. The financial responsibilities of each of the Parties in respect of the Joint Fire Services and the Joint Fire Programs, are provided within **Schedule “F”**.

~~8.7 **Goods and Services Tax.** Each Party shall be responsible to pay all GST and other properly assessed taxes in connection with this Agreement. The Parties shall, however, manage their respective obligations respecting payment, collection and remittance of GST in a manner that provides for the most efficient process as possible for the Parties including, without restriction, ensuring that where appropriate under the applicable legislation all rebates or credits of GST available to the Parties are accounted for prior to charging or collecting any cost under this Agreement.~~

ARTICLE 9 - BUDGET MANAGEMENT

9.1 Joint Fire Operations Budgeting Process & Responsibilities. The Fire Departments will prepare and present to the ~~Joint Emergency Services Committee~~ Parties all budgeting and reporting respecting the Joint Fire Services in a manner consistent with the budgeting and reporting contemplated within **Schedule “F”**. The Joint Fire Coordinator will coordinate with the individual Fire Departments so as to provide for a Joint Fire Operations Budget, and agreement upon the Proportionate Share contribution of each of the Parties, each occurring as contemplated within **Schedule “F”**.

ARTICLE 10 - INSURANCE, INDEMNITY & DEFAULT

10.1 Insurance. Throughout the Term of this Agreement, the Parties shall maintain the insurance coverage provided for within **Schedule “G”**.

10.2 Indemnity & Default. Each Party shall be subject to the indemnity, liability and default provisions provided for within **Schedule “G”**.

ARTICLE 11 - EXPIRATION & TERMINATION

11.1 Expiration. The provisions of this Agreement shall continue in full force and effect until terminated in accordance with the following provisions.

11.2 Termination. The Parties may agree to terminate this Agreement at any time upon mutual agreement, subject always to:

- (a) the disposition of any property held under the Joint Fire Programs to the originating jurisdiction;
- (b) the termination and satisfaction of any properly authorized agreements made by the Joint Fire Coordinator, or any Party for and on behalf of the Parties or participating Parties, as the case may be;
- (c) settlement of all liabilities of the Parties in respect of the Joint Fire Services, the Joint Fire Programs and this Agreement; and
- ~~(d)~~ the dispersal of all funds held by the Joint Fire Coordinator or the Parties in respect of the forgoing;

~~(d)~~(e) tThe Agreement of the Minister of Municipal Affairs as per the Ministerial Order.

all as directed by the Joint Emergency Services Committee or as otherwise agreed upon in writing of the Parties.

11.3 Withdrawal. The Parties agree that a Party may withdraw from this Agreement provided always that:

- (a) the withdrawing Party has provided not less than **Eighteen (18) months** notice in writing of the intention to withdraw; and
- (b) the Parties have agreed upon a settlement of all ownership interests, liabilities, and financial responsibilities respecting the Joint Fire Services and the Joint Fire Programs, and this Agreement.

11.4 Final Determination. In the event of an inability of the Parties, or any of them, to settle any of the foregoing, the outstanding issue(s), matter(s) or thing(s) shall be referred to be resolved pursuant to the Dispute Resolution Procedure.

ARTICLE 12 - GENERAL

12.1 Dispute Resolution. In the event of the disagreement between the Parties with respect to issue, matter or thing arising from this Agreement (other than default in payment of a financial obligation) the Parties shall refer such dispute to be resolved pursuant to the Dispute Resolution Procedure, see **Schedule "H"**.

12.2 Notice. The address for service of notices and other documents or payments owned are as follows:

Cardston County
PO Box 580
Cardston, AB T0K 0K0
Attention: Chief Administrative Officer
Phone: 403-653-4977
Fax: 403-653-1126
Email: ~~murray@cardstoncounty.com~~ CAO@cardstoncounty.com

Town of Cardston
PO Box 280
Cardston, AB T0K 0K0
Attention: Chief Administrative Officer
Phone: 403-653-3366
Fax: 403-653-2499
Email: jeff@cardston.ca

Town of Magrath
PO Box 520
Magrath, AB T0K 1J0
Attention: Chief Administrative Officer
Phone: 403-758-3212
Fax: 403-758-6333
Email: james@magrath.ca

Village of Glenwood
PO Box 1084
Glenwood, AB T0K 2R0
Attention: Chief Administrative Officer
Phone: 403-626-3233

Fax: 403-626-3234
Email: CAOOffice@Glenwood.ca

Village of Hill Spring
PO Box 40
Hill Spring, AB T0K 1E0
Attention: Chief Administrative Officer
Phone: 403-626-3876
Fax: 403-626-2333
Email: office@hillspring.ca

Or such other address as the Parties may respectively designate from time to time. Any notice required or permitted by this Agreement may be served on the Parties by hand delivery or by mail. Notices sent by mail will be deemed to have been received three business days after mailing. In the event of a general postal disruption, notice shall not be attempted by mail.

[Balance of page intentionally left blank - Execution page to follow]

IN WITNESS WHEREOF the Parties hereto have executed this agreement as of the day and year first above written.

CARDSTON COUNTY

Per: _____

Per: _____

TOWN OF CARDSTON

Per: _____

Per: _____

TOWN OF MAGRATH

Per: _____

Per: _____

VILLAGE OF GLENWOOD

Per: _____

Per: _____

VILLAGE OF HILL SPRING

Per: _____

Per: _____

SCHEDULE "A"

DEFINITIONS

1. Definitions

All capitalized terms used throughout this Agreement shall have the following meanings, unless otherwise specifically defined:

- (a) **"Agreement"** means this Joint Fire Services Collaboration Agreement, together with all schedules attached hereto;
- (b) **"Cardston County Emergency Services"** means the equipment, facilities, personnel and corresponding emergency services operations jointly owned and operated by the County, Cardston, Glenwood and Hill Spring;
- (c) **"Dispute Resolution Procedure"** means that procedure for the resolution of disputes between the Parties contained within **Schedule "I"** attached hereto;
- (d) **"Emergency"** means a sudden unexpected happening or unexpected occasion for action in which events require trained Firefighters to use their skill and judgment in the application of firefighting equipment or rescue equipment and techniques to manage the emergency scene, and **"Emergencies"** means two (2) or more of them;
- (e) **"Fire Chiefs"** means the fire chiefs for each of the Fire Departments appointed from time to time by the respective Parties, and **"Fire Chief"** means any one of them;
- (f) **"Fire Chiefs Committee"** means the committee of fire chiefs as described in Article 6 and **Schedule "D"** of this Agreement;
- (g) **"Fire Departments"** means, collectively:
 - (i) the Cardston County Emergency Services; and
 - (ii) the Magrath and District Emergency Services;and **"Fire Department"** means any one of them;
- (h) **"Fire Suppression"** includes the application of equipment and training to extinguish fires either on land or in structures;
- (i) **"Fiscal Year"** means the financial or operating year of this Agreement, which year shall be a calendar year unless otherwise agreed to by the Parties or otherwise determined by the Joint Emergency Services Committee;
- (j) **"Force Majeure"** means any event causing a bona fide delay in the performance of any obligations under this Agreement and resulting from:
 - (i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - (ii) any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the Parties;
 - (iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;

- (iv) a strike, lockout, slowdown, or other combined action of workers; or
- (v) an act of God;

Notwithstanding the foregoing, no event caused by an act or omission by any Party, or caused by an act or omission by a person not at arm's length from any Party, or caused by the financial incapacity of any Party, will be considered to be an event of Force Majeure;

~~(k)~~ ~~“GST” means Goods and Services Tax payable pursuant to the Exeise Tax Act, R.S.C. 1985, e.E-15, as amended from time to time;~~

~~(j)~~(k) **“Interest”** means that rate of interest as determined by the Joint Emergency Services Committee from time to time;

~~(m)~~(l) **“Joint Emergency Services Committee”** means the Joint Emergency Services Committee as described in Article 5 and **Schedule “C”** of this Agreement;

~~(n)~~(m) **“Joint Fire Coordinator”** means the individual Hired as the Coordinator, or the Municipal employee assigned to the roll~~_____~~, ~~employed by the County~~, or such further or other individual or position as the Parties may appoint from time to time;

~~(o)~~(n) **“Joint Fire Coordinator Costs”** means costs of the Joint Fire Coordinator, including salary, benefits, and expenses, or a reasonable proportionate share thereof as may be applicable to the Joint Fire Coordinator's responsibilities under this Agreement as determined by the Joint Emergency Services Committee under the Joint Fire Operations Budget;

~~(p)~~(o) **“Joint Fire Operations Budget”** means the proposed operating budget for the Joint Fire Services contemplated within Section 9.1 of this Agreement, as well as within **Schedule “G”**, as amended from time to time and as presented and approved annually as provided for within this Agreement;

~~(q)~~(p) **“Joint Fire Programs”** means, collectively, the Joint Fire Programs described or contemplated within **Schedule “F”** attached to this Agreement;

~~(r)~~(q) **“Joint Fire Services”** means, collectively, the Joint Fire Services described or contemplated within **Schedule “F”**;

~~(s)~~(r) **“Joint Fire Services & Programs Costs”** means:

- (i) the Joint Fire Coordinator Costs;
- (ii) the costs of coordination, management and operation of the Joint Fire Services;
- (iii) the costs of coordination, management and operation of the Joint Fire Programs;

as more particularly provided for within the Joint Fire Operations Budget, and those costs which are specifically the responsibility of each Party as contemplated within **Schedule “G”** or otherwise excluded from the Joint Fire Operations Budget under this Agreement;

~~(t)~~(s) **“Joint Governance Committee/Board”** means the Joint Governance Committee/Board as described in Article 4 and **Schedule “B”** of this Agreement;

~~(u)~~(t) **“Magrath and District Emergency Services”** means the equipment, facilities, personnel and corresponding emergency services operations jointly owned and operated by the County and Magrath;

~~(v)~~(u) “**Mutual Aid Services**” means those services outlined within **Schedule “E”**;

~~(w)~~(v) “**Parties**” means, collectively, the parties executing this Agreement, and “**Party**” means one of them;

~~(x)~~(w) “**Proportionate Share**” means the Parties’ respective share of the responsibility for the Joint Fire Services & Programs Costs, including the costs of the Joint Fire Coordinator, and operating costs of the Respective Fire Departments, as more particularly described within **Schedule “G”**;

~~(y)~~(x) “**Rates**” means the equipment and personnel rates approved from time to time by the Joint Emergency Services Committee;

~~(z)~~(y) “**Responding Party**” means a Party who has responded to a request for Mutual Aid Services under the provisions of **Schedule “E”**;

~~(aa)~~(z) “**Requesting Party**” means a Party who has requested Mutual Aid Services under the provisions of **Schedule “E”**;

(a) “**Standard Operating Guidelines**” or “**SOG’s**” means those standard operating guidelines for the performance of Emergency and Fire Suppression services contemplated within this Agreement within each respective municipality comprising the Parties, which Standard Operating Guidelines or SOG’s shall be established from time to time by each respective municipality comprising the Parties and in consultation with the Fire Chiefs Committee as part of the Joint Fire Programs; and

(b) “**Term**” means the term of this Agreement, or renewal term as the case may be, as contemplated within Article 3 of this Agreement.

2. Compliance With Laws

Each Party will carry on its operations and activities as contemplated within this Agreement in compliance with all applicable laws, by-laws and regulations.

3. New Parties

In the event that a new party wishes to join the collaborations under this Agreement, the Joint Governance Committee/Board will review the request along with its merits, implications, and recommended method of joining. In conjunction with this review, the Joint Emergency Services Committee shall make its recommendation to the Parties respecting this application of a new party. A new agreement may be required to adjust the Joint Fire Programs and the respective Parties’ Proportionate Share.

4. Assignment

The Parties shall not assign this Agreement, and shall not grant any rights to any person, firm or corporation under this Agreement, except as permitted by agreement of the Parties.

5. Severable

If any portion of this Agreement is unenforceable for any reason, that portion shall be severed, and the balance of the Agreement shall remain and be binding.

6. No Partnership

Nothing contained in this Agreement or in any acts of the Parties hereto shall be deemed to create any relationship or partnership other than that of licensees and common usage as set forth.

7. Interpretation and Amendments

This Agreement as and from its effective date supersedes and extinguishes all prior agreements between the Parties relating to the Joint Fires Services and the Joint Fire Programs. Agreements that follow this effective date will be considered as enhancements not replacements. The Agreement is the entire Agreement between the Parties in respect to the issues contained herein and it may not be and shall not be amended or altered in any way other than by an amending agreement in writing duly executed by the Parties.

SCHEDULE "B"

JOINT GOVERNANCE COMMITTEE/BOARD

1. Joint Governance Committees/Boards

The Joint Governance Committee/Board shall be made up of the following:

- (a) **Two (2)** elected members of Council of each of Cardston County, Town of Cardston, Town of Magrath; and
- (b) **One (1)** elected member of Council of each of Village Glenwood and Village of Hill Spring;

for the purposes of carrying out the responsibilities contemplated within Article 4 and Section 7.1 of this Agreement and this Schedule.

2. Joint Governance Committee/Board and Chair of the Joint Governance Committee/Board

The power and authority of the Joint Governance Committee/Board shall be subject to the terms and provisions of this Agreement. Their role shall be to make decisions and to give approvals in connection with

- (a) the coordination of the operation, management, maintenance, and use of each Fire Department; and
- (b) the Joint Fire Services and the Joint Fire Programs under this Agreement.

Unless otherwise unanimously agreed to by the Parties, the Chair of the Joint Governance Committee/Board shall rotate on an annual basis between each of the Parties. The Chair for the first year will be a representative elected the members of the Joint Governance Committee/Board, and thereafter the Chair shall rotate through the representatives of the Parties in an order agreed upon by the Joint Governance Committee/Board.

3. Representatives

Each representative will have the authority to make decisions on behalf of their respective organization. The Parties may each appoint alternate representatives to act on the Joint Governance Committee/Board in substitution for their appointed representative. Each of the Parties may at any time and from time to time by written notice replace its representative appointed by it, and any representative so replaced shall cease to be a Joint Governance Committee/Board member upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual so appointed as a new Joint Governance Committee/Board member, and the Joint Governance Committee/Board member who has been replaced.

4. Vacancies

A vacancy on the Joint Governance Committee/Board shall be filled by the Party who appointed the former representative whose loss created the vacancy. If there is a vacancy in the Joint Governance Committee/Board, the remaining representatives may continue to exercise the powers of the Joint Governance Committee/Board in accordance with the terms of this Agreement.

5. Action by the Joint Governance Committee/Board

Subject to paragraph 12 of this Schedule, the powers of the Joint Governance Committee/Board may be exercised by resolution at a meeting of the Joint Governance Committee/Board members at which a quorum is present. Quorum

for meetings of the Joint Governance Committee/Board shall be satisfied where all members of the Joint Governance Committee/Board (or their authorized replacement, as contemplated within this Schedule) are present.

6. Attendance and Meetings

The Joint Governance Committee/Board, but not an individual Joint Governance Committee/Board member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the Joint Governance Committee/Board and/or make submissions to the Joint Governance Committee/Board with respect to any matter or question being considered by it. The Joint Governance Committee/Board shall meet at least **Four (4) times a year**, or more as the Joint Governance Committee/Board determines. Notice of the time, place, and agenda of every meeting shall be given by the Chair with **not less than One (1) week notice**.

7. Voting Rights

At any meeting of Joint Governance Committee/Board, each member shall be entitled to vote on each question submitted to the Joint Governance Committee/Board for decision and each such member shall have one vote.

8. Budget and Operations

Each Fire Chief shall submit the annual operating budget for the respective Fire Department to the Joint Fire Coordinator in accordance with **Schedule "G"**. For clarity, budgeting for each Fire Department shall be separate and apart from the Joint Operations Budget and associated terms related to the Joint Fire Services and the Joint Fire Programs.

9. Records

The Joint Governance Committee/Board shall arrange for proper written records, and minute taking of all meetings and decisions of the Joint Governance Committee/Board to be kept and maintained and copies of same shall be sent to each member of the Joint Governance Committee/Board within **Fifteen (15) business days** following each meeting of the Joint Governance Committee/Board. The Joint Governance Committee/Board member shall be entitled to reasonable access to all files and records of the Joint Governance Committee/Board at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Joint Governance Committee/Board will be retained at the offices of Joint Fire Coordinator.

10. Limitation of Liability

No Joint Governance Committee/Board member shall be liable for the acts, neglect or default of such Joint Governance Committee/Board member, any other Joint Governance Committee/Board member, and/or the Joint Governance Committee/Board as a whole, provided that such Joint Governance Committee/Board member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such Joint Governance Committee/Board member and the Joint Governance Committee/Board as a whole hereunder.

11. Authority of the Joint Governance Committee/Board

A decision of the Joint Governance Committee/Board made in accordance with this Schedule with respect to any matter within the limits of its authority and jurisdiction shall be binding upon all of the participating Parties to the respective Fire Department.

12. Unanimous Approval

The following matters shall require unanimous approval by all members of the Joint Governance Committee/Board entitled to vote at any meeting called to consider such matters, which approval shall be exercised in accordance with the provisions of this Agreement:

- (a) approval of each respective Fire Department budget, and corresponding requisitions from the participating Parties;
- (b) the addition or deletion of a Party to the respective Fire Department operations;
- (c) _____; and
- (d) _____.

13. Referral to Dispute Resolution

If at any meeting of the Joint Governance Committee/Board, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the Joint Governance Committee/Board entitled to vote at such meeting, then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances, any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

14. Remuneration of Committee Representatives

Each Party shall reimburse its appointed members in accordance with its own practices and policies.

SCHEDULE "C"

JOINT EMERGENCY SERVICES COMMITTEE

1. Joint Emergency Services Committee

The Joint Emergency Services Committee shall be made up of:

- (a) the Chief Administrative Officers of each of the Parties;
- (b) the Fire Chiefs; and
- (c) Joint Fire Coordinator;

for the purposes of carrying out the responsibilities contemplated within Article 5 and Section 7.2 of this Agreement and this Schedule.

2. Joint Emergency Services Committee and Chair of the Joint Emergency Services Committee

The Parties hereby establish the Joint Emergency Services Committee to manage the strategic direction and general operating policies of the Joint Fire Services and the Joint Fire Programs. The power and authority of the Joint Emergency Services Committee shall be subject to the terms and provisions of this Agreement. Their role shall be to make decisions and to give approvals in connection with the on-going strategic direction, general operating policies, and budgeting of the Joint Fire Services and the Joint Fire Programs. Unless otherwise unanimously agreed to by the Parties, the Chair of the Joint Emergency Services Committee shall rotate on an annual basis between each of the Parties. The Chair for the first year will be a representative elected the members of the Joint Emergency Services Committee, and thereafter the Chair shall rotate through the representatives of the Parties in an order agreed upon by the Joint Emergency Services Committee.

3. Representatives

Each representative will have the authority to make decisions on behalf of their respective organization. The Parties may each appoint alternate representatives to act on the Joint Emergency Services Committee in substitution for their appointed representative. Each of the Parties may at any time and from time to time by written notice replace its representative appointed by it, and any representative so replaced shall cease to be a Joint Emergency Services Committee member upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual so appointed as a new Joint Emergency Services Committee member, and the Joint Emergency Services Committee member who has been replaced.

4. Vacancies

A vacancy in the Joint Emergency Services Committee shall be filled by the Party who appointed the former representative whose loss created the vacancy. If there is a vacancy in the Joint Emergency Services Committee, the remaining representatives may continue to exercise the powers of the Joint Emergency Services Committee in accordance with the terms of this Agreement.

5. Action by the Joint Emergency Services Committee

Subject to paragraph 11 of this Schedule, the powers of the Joint Emergency Services Committee may be exercised by resolution at a meeting of its Joint Emergency Services Committee members at which a quorum is present. Quorum of the Joint Emergency Services Committee shall be satisfied where Seven (7) members of the Joint Emergency Services Committee are present, and each of the Parties are represented.

6. Attendance at Meetings

The Joint Emergency Services Committee members, but not an individual Joint Emergency Services Committee member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the Joint Emergency Services Committee and/or make submissions to the Joint Emergency Services Committee with respect to any matter or question being considered by it. The Joint Emergency Services Committee shall meet at least **Two (2) times a year**, or more as the Joint Emergency Services Committee determines. Notice of the time, place, and agenda of every meeting shall be given by the Chair with **not less than Thirty (30) days notice**.

7. Voting Rights

At any meeting of the Joint Emergency Services Committee, each member shall be entitled to vote on each question submitted to the Joint Emergency Services Committee for decision and each such member shall have one vote.

8. Records

The Joint Emergency Services Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the Joint Emergency Services Committee to be kept and maintained and copies of same shall be sent to each member and the Parties within **Fifteen (15) business days** following each meeting of the Joint Emergency Services Committee. Each Joint Emergency Services Committee member shall be entitled to reasonable access to all files and records of the Joint Emergency Services Committee at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Joint Emergency Services Committee will be retained at the offices of the Joint Fire Coordinator.

9. Limitation of Liability

No Joint Emergency Services Committee member shall be liable for the acts, neglect or default of such Joint Emergency Services Committee member, any other Joint Emergency Services Committee member, and/or the Joint Emergency Services Committee as a whole, provided that such Joint Emergency Services Committee member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such Joint Emergency Services Committee member and the Joint Emergency Services Committee as a whole hereunder.

10. Authority of the Joint Emergency Services Committee

A decision of the Joint Emergency Services Committee made in accordance with this Agreement with respect to any matter within the limits of its authority and jurisdiction shall be binding upon all of the Parties.

11. Unanimous Approval

The following matters shall require unanimous approval by all members of the Joint Emergency Services Committee entitled to vote at any meeting called to consider such matters, which approval shall be exercised in accordance with the provisions of this Agreement:

- (a) the Joint Fire Operations Budget for the first (1st) Fiscal Year, including any proposed amendments thereto;
- (b) the Joint Fire Operations Budget for any subsequent Fiscal Year, including any proposed amendments thereto;

- (c) the disposition of property or discontinuance of any Joint Fire Program during any Fiscal Year;
- (d) the additions to and/or replacement of any Joint Fire Program; and
- (e) the contracting or termination of any contractor by the Parties or the Joint Fire Coordinator; and
- (f) _____.

12. Referral to Dispute Resolution

If at any meeting of the Joint Emergency Services Committee, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the Joint Emergency Services Committee entitled to vote at such meeting, then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances, any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

13. Remuneration of Committee Representatives

Each Party shall reimburse its appointed members in accordance with its own practices and policies.

SCHEDULE "D"

FIRE CHIEFS COMMITTEE

1. Fire Chiefs Committee

The Fire Chiefs Committee shall consist of Six (6) individuals made up of:

- (a) the Fire Chiefs for each of the Parties; and
- (b) the Joint Fire Coordinator;

for the purposes of carrying out the responsibilities contemplated within Article 6 and Section 6.2 of this Agreement and this Schedule.

2. Fire Chiefs Committee and Chair of the Fire Chiefs Committee

The Parties hereby establish the Fire Chiefs Committee to manage the implementation and operation of the Joint Fire Services and the Joint Fire Programs. The power and authority of the Fire Chiefs Committee shall be subject to the terms and provisions of this Agreement. Their role shall be to make decisions and to give approvals in connection with the on-going operation of the Joint Fire Services and the Joint Fire Programs. Unless otherwise unanimously agreed to by the Parties, the Chair of the Fire Chiefs Committee shall rotate on an annual basis between each of the Parties. The Chair for the first year will be a representative elected the members of the Fire Chiefs Committee, and thereafter the Chair shall rotate through the representatives of the Parties in an order agreed upon by the Fire Chiefs Committee.

3. Representatives

Each representative will have the authority to make decisions on behalf of their respective organization. The Parties may each appoint alternate representatives to act on the Fire Chiefs Committee in substitution for their appointed representative. Each of the Parties may at any time and from time to time by written notice replace its representative appointed by it, and any representative so replaced shall cease to be a Fire Chiefs Committee member upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual so appointed as a new Fire Chiefs Committee member, and the Fire Chiefs Committee member who has been replaced.

4. Vacancies

A vacancy in the Fire Chiefs Committee shall be filled by the Party who appointed the former representative whose loss created the vacancy. If there is a vacancy in the Fire Chiefs Committee, the remaining representatives may continue to exercise the powers of the Fire Chiefs Committee in accordance with the terms of this Agreement.

5. Action by the Fire Chiefs Committee

Subject to paragraph 11 of this Schedule, the powers of the Fire Chiefs Committee may be exercised by resolution at a meeting of its Fire Chiefs Committee members at which a Quorum is present. Quorum for meetings of the Fire Chiefs Committee shall be satisfied where all members of the Fire Chiefs Committee are present.

6. Attendance at Meetings

The Fire Chiefs Committee members, but not an individual Fire Chiefs Committee member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the Fire Chiefs Committee and/or make submissions to the Fire Chiefs Committee with respect to any matter or question being considered by it. The Fire Chiefs Committee shall meet at least **Four (4) times a year**, or more as the Fire

Chiefs Committee determines. Notice of the time, place, and agenda of every meeting shall be given by the Chair with **not less than Thirty (30) days notice**.

7. Voting Rights

At any meeting of the Fire Chiefs Committee, each member shall be entitled to vote on each question submitted to the Fire Chiefs Committee for decision and each such member shall have one vote.

8. Records

The Fire Chiefs Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the Fire Chiefs Committee to be kept and maintained and copies of same shall be sent to each member and the Parties within **Fifteen (15) business days** following each meeting of the Fire Chiefs Committee. Each Fire Chiefs Committee member shall be entitled to reasonable access to all files and records of the Fire Chiefs Committee at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Fire Chiefs Committee will be retained at the offices of the Joint Fire Coordinator.

9. Limitation of Liability

No Fire Chiefs Committee member shall be liable for the acts, neglect or default of such Fire Chiefs Committee member, any other Fire Chiefs Committee member, and/or the Fire Chiefs Committee as a whole, provided that such Fire Chiefs Committee member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such Fire Chiefs Committee member and the Fire Chiefs Committee as a whole hereunder.

10. Authority of the Fire Chiefs Committee

A decision of the Fire Chiefs Committee made in accordance with this Agreement with respect to any matter within the limits of its authority and jurisdiction shall be binding upon all of the Parties.

11. Unanimous Approval

The following matters shall require unanimous approval by all members of the Fire Chiefs Committee entitled to vote at any meeting called to consider such matters, which approval shall be exercised in accordance with the provisions of this Agreement:

- (a) the SOG's applicable to the performance of all or any portion of the Joint Fire Services;
- (b) the creation, amendment, or replacement of any Rates applicable to Mutual Aid Services;
- (c) the creation, amendment, or replacement of any additional Standards applicable to Mutual Aid Services or Joint Fire Services;
- (d) _____; and
- (e) _____.

12. Referral to Dispute Resolution

If at any meeting of the Fire Chiefs Committee, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the Fire Chiefs Committee entitled to vote at such meeting, then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer

the dispute, and to the extent that it is necessary or reasonable in all of the circumstances, any related question or dispute, to be reviewed and resolved by the Joint Emergency Services Committee.

13. Remuneration of Committee Representatives

Each Party shall reimburse its appointed members in accordance with its own practices and policies.

SCHEDULE "E"

MUTUAL AID SERVICES

Throughout the Term of this Agreement each of the Parties shall provide the following Mutual Aid Services:

1. **Nature of Emergency** – each Party may call upon the assistance of all or any of the other Parties to render assistance that, in the opinion of the Requesting Party, is necessary for the prompt and safe handling of an Emergency;
2. **Nature of Mutual Aid Services and Obligation to Assist** – upon receipt of a request for Mutual Aid Services, each Party will render whatever assistance that it can without endangering the wellbeing of its own residents;
3. **Contact Persons to be Appointed** – each Party shall designate one or more contact persons, who shall coordinate Mutual Aid Services, and administer the provisions of this Agreement respecting Mutual Aid Services, on its behalf. Each Party to this agreement will designate a specific request for aid format to activate this Agreement;
4. **Requesting Party to Assume Direction** – unless otherwise provided for within the SOG's:
 - (a) each Responding Party shall utilize all responding personnel and equipment in accordance with its own Emergency response plans;
 - (b) the Responding Party's personnel and equipment shall follow directions of the Requesting Party's Incident Commander, save and except in the event that the personnel or equipment shall be endangered beyond acceptable limits;
5. **All Costs to be Charged to Requesting Party** – the Requesting Party requesting Mutual Aid Services hereby accepts financial responsibility for all services rendered and rental of all equipment's requests. The billing/accounting officer for each Party will maintain a registry of services and equipment usage during the time of assistance;
6. **Equipment and Personnel Rates** – all equipment and personnel used for providing Mutual Aid Services shall be billed by the Responding Party to the Requesting Party at the Rates established from time to time under this Agreement;
7. **Equipment and Personnel** – only equipment owned solely by the Responding Party, or volunteered equipment, shall be used in providing Mutual Aid Services. In addition to the employees of a Responding Party, those who have voluntarily offered their services to any Responding Party may be utilized in providing Mutual Aid Services;
8. **Volunteer Equipment and Personnel to be Accepted by Requesting Party** – all volunteer equipment and volunteer personnel proposed to be made available and utilized by any Party in providing Mutual Aid Services shall first complete a standard volunteer agreement form at the offices of the Responding Party. The form shall be faxed or e-mailed to the Mutual Aid Contact for the Requesting Party for acceptance of terms and conditions of equipment rental and personnel costs, prior to the Responding Party utilizing the volunteer equipment and volunteer personnel in providing Mutual Aid Services; and
9. **Performance & Preparedness** – each of the Parties shall faithfully carry out and perform Mutual Aid Services to the best of the Responding Party's abilities and resources, and shall further maintain a state of

preparedness adequate to meet any Emergency situation that may arise, all as may be more particularly set forth within the SOG's or this Agreement.

SCHEDULE "F"

JOINT FIRE OPERATIONS BUDGET & PAYMENTS

1. Budgets and Reports

In connection with its obligations to coordinate and manage the Fire Departments, as well as the Joint Fire Services and the Joint Fire Programs, the Joint Fire Coordinator shall:

- (a) **Initial Budget** – immediately upon execution of this Agreement prepare and within **Forty Five (45) days** deliver to the Joint Emergency Services Committee for its approval, a Joint Fire Operations Budget for the balance of the current Fiscal Year on a monthly basis, which shall set forth anticipated expenses;
- (b) **Long-Range Plan** – within **Three Hundred (300) days** from the date of this Agreement, prepare and provide to the Joint Emergency Services Committee, for its approval, a long-range management plan, providing for a **Three (3) year** budget and planning horizon and setting forth current status of the Fire Departments, the Joint Fire Services and the Joint Fire Programs, and intended goals and milestones for the development and/or evolution of the Fire Departments, the Joint Fire Services and the Joint Fire Programs;
- (c) **Annual Budgets** – not later than **October 1** of each Fiscal Year, prepare and submit to the Joint Emergency Services Committee, for its approval, a Joint Fire Operations Budget including, without restriction, providing for the following:
 - (i) consumables;
 - (ii) personal protective equipment;
 - (iii) training and instruction;
 - (iv) capital acquisitions; and
 - (v) salaries and wages;
- (d) **Interim Reports** – prepare and provide to the Joint Emergency Services Committee and the Parties, all interim reports as may be required and agreed upon by the Joint Emergency Services Committee in order to diligently track the actual operating expenditures and capital expenditures and compare these expenditures to the Joint Fire Operations Budget;
- (e) **Annual Reports** – within **Ninety (90) days** after the close of each Fiscal Year, will provide all reports as may be required and agreed upon by the Joint Emergency Services Committee in order to report on the actual operating expenditures and capital expenditures for the prior Fiscal Year and compare these expenditures to the Joint Fire Operations Budget;
- (f) **Books of Account; Information** – at all times maintain at its office, or at such other location as may be approved by the Joint Emergency Services Committee, reasonable books of account and records with respect to the Joint Fire Services and the Joint Fire Programs, and all transactions entered into in performance of this Agreement. Each Party may at reasonable times, upon reasonable notice, and at reasonable intervals, request and obtain information with respect to the Fire Departments, the Joint Fire Services and the Joint Fire Programs and review the books and

records maintained by the Joint Fire Coordinator pursuant to this Agreement and relating to the Joint Fire Services and the Joint Fire Programs;

- (g) **Method of Keeping Accounts** –maintain (in accordance with instructions given by the Joint Emergency Services Committee, from time to time, as to the manner in which the same shall be maintained) accounts with respect to matters arising under this Agreement, in order for the Joint Emergency Services Committee to readily extract financial statements pertaining to the Joint Fire Services and the Joint Fire Programs in the form required by it.

2. Proportionate Shares

In respect of the Fire Departments, the Joint Fire Services and the Joint Fire Programs provided to or participated in by the Parties, unless otherwise agreed to by the Parties the following Proportionate Shares of the following costs shall apply to each of the Parties:

- (a) **Joint Fire Services & Programs Costs** – in respect of the Cardston County Emergency Services, the Proportionate Shares shall be as follows:
 - (i) **Joint Fire Coordinator Costs** – in respect of the Joint Fire Coordinator Costs, the Proportionate Shares shall be as follows:
 - (A) **Cardston County** – 30%;
 - (B) **Town of Cardston** – 30%;
 - (C) **Town of Magrath** – 30%;
 - (D) **Village of Glenwood** – 5%;
 - (E) **Village of Hill Spring** – 5%;
 - (ii) **Remainder** – in respect of the remainder of Joint Fire Services & Programs Costs, as may be established and agreed upon by the Joint Emergency Services Committee from time to time.
- (b) **Fire Department Costs** – in respect of the costs of the respective Fire Departments:
 - (i) **Costs of Cardston County Emergency Services** – in respect of the Cardston County Emergency Services, the Proportionate Shares shall be as follows:
 - (A) **Cardston County** – 46.5%;
 - (B) **Town of Cardston** – 46.5%;
 - (C) **Village of Glenwood** – 4%;
 - ~~(D) Village of Hill Spring~~ – 3%;
 - (E) Fire Trucks as per the ICF Agreement,
 - (ii) **Costs of Magrath and District Emergency Services** – in respect of the Magrath and District Emergency Services, the Proportionate Shares shall be as follows:

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(A) **Cardston County** – 50%;

(B) **Town of Magrath** – 50%.

3. Billing and Cost Recovery

Notwithstanding the foregoing, and subject always to the direction of the Joint Governance Committee/Board or the Joint Emergency Services Committee, costs of certain Joint Fire Services may be recovered by directly billing the Parties and/or property owners and/or the persons responsible for causing the requirement for the Joint Fire Services, in accordance with the Parties' applicable bylaws or policies establishing rates for such services. Revenue received from such direct billing will be accounted for within the Joint Fire Operations Budget and related processes contemplated within this Schedule.

4. Estimate and Payment

Within **Thirty (30) days** of the approval of the Joint Fire Operations Budget and in any event within **Sixty (60) days** of the commencement of each Fiscal Year, the Joint Fire Coordinator shall advise the Parties in writing of its estimate of the Proportionate Share of the Joint Fire Services & Programs Costs payable by each of the Parties during the then current Fiscal Year or remaining portion thereof. Such estimate shall be a reasonable estimate and based upon either the approved Joint Fire Operations Budget, or otherwise wherever possible upon previous operating expenses. Each Party's Proportionate Share of the Joint Fire Services & Programs Costs shall be paid:

- (a) in equal monthly installments in advance on the first day of each and every month during the applicable Fiscal Year; or
- (b) in lump sum amounts

based on the Joint Fire Coordinator's estimate.

From time to time the Joint Fire Coordinator, subject to approval of the Joint Emergency Services Committee, may re-estimate, on a reasonable basis, the amount of Joint Fire Services & Programs Costs for any Fiscal Year or portion thereof. All adjustments will then be used to recalculate new payment amounts for the remainder of the Fiscal Year.

5. Payment of Costs, Changes and Overruns

The Joint Fire Coordinator shall be responsible for, and is authorized to make payment of:

- (a) **Joint Fire Services & Programs Costs** – all Joint Fire Services & Programs Costs to the corresponding party as provided for within the Joint Fire Operations Budget, or subsequently approved by the CAO of Cardston County; and
- (b) **Fire Department Costs** – all operating costs of the respective Fire Departments as provided for within the respective Fire Department's operating budget, or subsequently approved by:
 - ~~(i) The Joint Governance Committee, the CCES Committee/Board in respect of any costs of the Cardston County Emergency Services; and~~
 - ~~(ii) the Magrath Fire Committee/Board in respect of any costs of the Magrath and District County Emergency Services.~~

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6. Accounting and Adjustment

Within **Ninety (90) days** after the end of each Fiscal Year or portion thereof (or with respect to any component of Joint Fire Services & Programs Costs or revenues which cannot be computed within such **Ninety (90) day** period, within **Thirty (30) days** after the Joint Fire Coordinator has received the information necessary to compute such component of the Joint Fire Services & Programs Costs, or revenues), the Joint Fire Coordinator shall submit to the Parties a detailed statement of the actual Joint Fire Services & Programs Costs payable, and revenues receivable, in respect of such Fiscal Year or portion thereof and a calculation of that amount, by which the actual Joint Fire Services & Programs Costs paid by the Parties exceeds or falls short of the actual Proportionate Share of Joint Fire Services & Programs Costs payable by the Parties for such Fiscal Year after accounting for all actual costs and revenues.

7. Payment of Adjustment

Concurrently with the delivery of the accounting and calculation provided for above, the Joint Fire Coordinator shall provide to the Parties an invoice, in the case of an amount payable by the Parties, or a statement of credit, in the case of overpayment by the Parties. The Parties shall pay the Joint Fire Coordinator in full, the invoiced amount within **Sixty (60) days** of invoice date. The Joint Fire Coordinator shall credit to the Parties, on account of the Proportionate Share of Joint Fire Services & Programs Costs payable by the Parties during the next Fiscal Year, an amount equal to the credit due upon any such statement of credit issued by the Joint Fire Coordinator.

8. Access to Information

Each Party will share information as may be relevant from time to time, or as may be reasonably required by the Parties subject to the application privacy legislation. The Joint Fire Coordinator will maintain records of all costs and revenues relating to the operation and management of the Joint Fire Services and the Joint Fire Programs.

SCHEDULE "G"

INSURANCE, INDEMNITY & DEFAULT

1. Insurance

Throughout the Term of this Agreement:

- (a) The owner of each piece of equipment used in providing any Joint Fire Services or Joint Fire Programs will maintain in respect of the equipment or structures:
 - (i) Comprehensive general liability insurance in an amount not less than \$5,000,000.00 per occurrence, or such greater amount as the Parties may reasonably agree to from time to time; and
 - (ii) property insurance on a replacement costs basis for the equipment;
- (b) Each Party will maintain at its own cost:
 - (i) commercial general liability insurance in an amount not less than \$5,000,000.00 per occurrence, or such greater amount as the Parties may reasonably agree from time to time, covering the use and operation of their respective Fire Departments; and
 - (ii) worker's compensation coverage in respect of each and every employee engaged in the operation of the respective Party's Fire Department, in accordance with all applicable statutes and regulations;

together with such other insurance as the Parties may consider necessary or prudent, or as may be required by the Joint Emergency Services Committee from time to time.

2. Certificates

Each Party acknowledges and agrees that it shall provide to the other Parties proof of insurance, upon being requested to do so in writing.

3. Indemnity

Each Party shall indemnify and save harmless the other Parties and their board members, trustees, councilors officers, employees, agents, volunteers and invitees, to the extent permitted by law, of and from any and all liabilities, damage costs, expenses (including legal fees and disbursements) claims, suits and actions arising out of the following:

- (a) any breach, violation or non-performance of any term or condition in this Agreement on the part of the indemnifying Party to be fulfilled, observed and performed;
- (b) death or injury to any person or damage or destruction of any property resulting from the negligence of the indemnifying Party, its trustees, councilors, officers, employees, agents, licensees, contractors or any other person for whom that Party is legally responsible.

This indemnity shall survive the expiration or sooner termination of this Agreement.

4. Limitation of Liability

Notwithstanding the foregoing, no Party shall be responsible for any of the foregoing damages or claims to the extent:

- (a) caused by or contributed to any default on the part of the indemnified Party under this Agreement, or the negligent acts or omissions of indemnified Party, its trustees, councilors, officers, employees, agents, licensees, contractors or any other person for whom that Party is legally responsible; or
- (b) comprising any indirect, consequential or punitive damages, including loss of profits or revenues or other similar damages.

5. Default

A Party shall be deemed to be in default under this Agreement if any of the following events occur (each of the following events to be referred to in this Schedule as an “**Event of Default**”, the Party in default to be referred to as the “**Defaulting Party**” and the Party or Parties not in default to be referred to as the “**Non-defaulting Party**”):

- (a) a Party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a “**Payment Default**”);
- (b) a Party fails to perform any of its obligations under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a “**Performance Default**”); or
- (c) a Party experiences any of the following events (an “**Insolvency Default**”):
 - (i) the Party institutes voluntary liquidation, dissolution or winding-up procedures;
 - (ii) the Party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated as bankrupt or for any other relief;
 - (iii) the Party makes a compromise with or an assignment for the benefit of creditors;
 - (iv) a receiver is appointed with regard to the Party or to any material part of the Party’s property;
 - (v) a court adjudges the Party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the Party; or
 - (vi) if the corporate existence of the Party is otherwise terminated.

6. Notices and Cure Periods

In the event that a Party claims that there has been a Payment Default or Performance Default committed by or affecting the other Party, the Party making the claim shall give to the Party alleged to be in default a notice (hereinafter referred to as the “**Notice of Default**”). In this regard:

- (a) the Notice of Default shall specify and provide particulars of the alleged Event of Default;
- (b) in the event the alleged Event of Default is capable of being remedied, the Party alleged to be in default shall:
 - (i) have no cure period in respect of an Insolvency Default,

- (ii) have a cure period of ten (10) days after receipt of the Notice of Default with respect to a Payment Default,
 - (iii) subject to subparagraph (b)(iv) and (c) below, have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default, or
 - (iv) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default;
- (c) if before the expiry of the later of the cure period (if any) referred to in subparagraph (b) above, or the time to cure specified in the Notice of Default, the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

7. Payment Default

In the case of a Payment Default (including a Payment Default that is a failure to pay upon the occurrence of an Insolvency Default), the Non-defaulting Parties shall have the following rights and remedies:

- (a) to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount and/or;
- (b) to set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Parties in accordance with this Agreement and/or;
- (c) to maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
- (d) to terminate this Agreement;

and any obligation to pay Interest under this Paragraph shall apply until the Payment Default is rectified or remedied and shall not merge into a judgment for principal and interest, or either of them.

8. Performance Default

In the case of a Performance Default:

- (a) the Non-defaulting Parties shall have the right to suspend entitlement to the benefits under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; or
- (b) the Non-defaulting Parties may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; or
- (c) the Non-defaulting Parties shall have the right to terminate this Agreement.

9. Insolvency Default

In the case of an Insolvency Default, the Non-defaulting Parties shall have the right to:

- (a) suspend performance of its obligations under this Agreement; or

(b) terminate this Agreement.

10. Remedies Cumulative

A Non-defaulting Parties may, at its or their discretion, exercise the remedies referenced within this Schedule in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Parties based on an amount (excluding Interest) in excess of the Payment Default. No delay or omission by any Non-defaulting Parties in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

11. Force Majeure

Notwithstanding any of the foregoing, whenever and to the extent that any Party shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any financial or payment obligation under this Agreement) by reason of an event of Force Majeure, such Party shall, so long as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of Force Majeure, and the other Party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance. Provided always that such relief shall in any event be limited to a maximum period of one hundred and eighty (180) days. In the event that any of the Parties are impacted by an event of Force Majeure the Parties agree to meet within ninety (90) days to determine remedies required.

SCHEDULE "H"

DISPUTE RESOLUTION PROCEDURE

1. **Definitions** - In this Schedule, the following words and phrases have the following meanings:
 - (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
 - (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - (c) **"Dispute"** means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
 - (d) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - (e) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - (f) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - (g) **"Party"** means a party to the Agreement to which this Dispute Resolution Procedure is attached, and **"Parties"** means more than one of them;
 - (h) **"Senior Officials"** of the Parties involved in the Dispute shall consist of the chief administrative officer, Fire Chief (if applicable), and the reeve or mayor, as the case may be, for each Party to the Dispute; and
 - (i) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.
2. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - (a) first, by negotiation;
 - (b) second, by way of elevation of the Dispute to the Senior Officials of the Parties involved in the Dispute;
 - (c) third, by way of Mediation; and
 - (d) fourth, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement to which this Schedule is attached.
3. **Negotiation** - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and

attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.

4. **Elevation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be elevated and referred to the Senior Officials of the Parties involved in the Dispute. Within seven (7) days the determination that Negotiation has failed to resolve the Dispute, the Parties shall each appoint the Senior Officials of each of the Parties, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the determination that Negotiation has failed to resolve the Dispute, the elevation to Senior Officials shall be deemed to have failed.
5. **Mediation** - If the Senior Officials cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.
6. **Arbitration**
 - (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
 - (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
 - (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
 - (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
 - (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
7. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.
8. **Location** - The place for Mediation and Arbitration shall be Cardston, Alberta, unless otherwise agreed upon by the Parties.

9. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.
10. **Costs** - Subject to Paragraph 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
11. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.
12. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.
13. **Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this Agreement and supporting financial information, be sealed upon commencement of the litigation.

THIS AGREEMENT made this ____ day of _____, 2023

BETWEEN:

CARDSTON COUNTY
(hereinafter referred to as the “County”)

-and-

TOWN OF CARDSTON
(hereinafter referred to as “Cardston”)

-and-

TOWN OF MAGRATH
(hereinafter referred to as “Magrath”)

-and-

VILLAGE OF GLENWOOD
(hereinafter referred to as “Glenwood”)

-and-

VILLAGE OF HILL SPRING
(hereinafter referred to as “Hill Spring”)

JOINT FIRE SERVICES AGREEMENT

WHEREAS:

- A.** The Parties operate the Cardston County Emergency Services and the Magrath and District Emergency Services comprising the Fire Departments;
- B.** The Parties wish to:
 - (a)** formalize the fire services/department arrangements between the respective individual Parties participating in the operation and funding of each Fire Department;
 - (b)** advance, promote, and encourage opportunities and programs for collaboration amongst the Parties for their joint benefit, as well as the ultimate benefit of the residents of the respective Parties and the surrounding communities;
 - (c)** ensure the safety of residents and businesses throughout the respective jurisdictions of the Parties through the coordinated operations of the Joint Fire Services;
 - (d)** to ensure the Organization Structure falls within the Provincial Regulations and all assets of the fire departments come under the control and management of one Member Partner; resulting in a legal entity that provides for the protection of staff and the equal operation of the fire departments.

- (e) to provide for planning, development, training, and operation of the respective Fire Departments, as well as the procurement, management, maintenance, repair, operation, and replacement, or their respective equipment and facilities, in each case in the most efficient and cost-effective manner;
- C. The Parties have identified the value of establishing policies, programs and processes for collaborating on the planning, development, training and operation of their respective Fire Departments, the purchase, operation, use, maintenance, repair and replacement of their respective equipment and facilities, and the coordination and delivery of the Joint Fire Services, the Joint Fire Programs, for the joint benefit of the Fire Departments and the Parties;
- D. The Parties are committed to participating, co-operating and coordinating with each other on an on-going basis, as further contemplated within this Agreement, for the joint benefit of the Parties;

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions. Unless otherwise specifically defined, all capitalized terms used throughout this Agreement shall have the meanings provided for within **Schedule “A”**.

1.2 Schedules. The following schedules are attached to, and form a part of, this Agreement:

Schedule “A”	-	Definitions & Interpretation
Schedule “B”	-	Joint Governance Committee/Board
Schedule “C”	-	Joint Emergency Services Committee
Schedule “D”	-	Fire Chiefs Committee
Schedule “E”	-	Mutual Aid Services
Schedule “F”	-	Joint Fire Operations Budget & Payment
Schedule “G”	-	Insurance, Indemnity & Default
Schedule “H”	-	Dispute Resolution Procedure

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

2.1 Application. Unless otherwise specifically provided for within this Agreement, this Agreement applies to:

- (a) the direct control and ownership of assets
- (b) planning, development, training, and operation of the Parties’ respective Fire Departments;
- (c) planning, development, and operation of Joint Fire Programs; and
- (d) the coordination of equipment purchases to ensure interchangeability and interoperability across Fire Departments.

2.2 Guiding Principles. The Parties recognize that the following principles should guide the planning, development, implementation, and operation of the Joint Fire Services and the Joint Fire Programs:

- (a) **Appropriateness** – the collaboration amongst the Parties must be suitable for and beneficial to the Parties participating in the aspect of the collaboration;
 - (b) **Adaptability** – the collaboration amongst the Parties must be multi-dimensional and flexible to change, participation, and future growth;
 - (c) **Accessibility** – the benefits of the collaboration amongst the Parties must be accessible by all of the Parties, at their option;
 - (d) **Affordability** – the participation of aspects of the collaboration amongst the Parties must be efficient in planning and economical to implement and/or operate while maximizing synergies for the Parties; and
 - (e) **Accountability** – the benefits and burdens of the collaboration amongst the Parties must be shared by the Parties proportionately.
- 2.3 Consultation.** The Parties agree that they shall consult with one another in the planning, development, implementation and operation of the respective Joint Fire Services and Joint Fire Programs, to ensure maximum use and benefits to the Parties and surrounding communities.
- 2.4 Co-operation.** The Parties agree to work together on a cooperative basis and to take such steps as may be necessary and to enter into such additional agreements as may be required from time to time in order to meet their objectives in planning, development, implementation and operation of the respective Joint Fire Services and Joint Fire Programs.
- 2.5 Compliance with Laws.** The Parties shall comply with all applicable statutes and regulations governing the planning, development, implementation and operation of the respective Joint Fire Services and Joint Fire Programs, and shall at their expense take all necessary steps to ensure compliance with all statutes and regulations as may be applicable in that regard.
- 2.6 Rights of Approval.** Except where otherwise specifically provided, each Party will act reasonably in each case that it is entitled to exercise discretion hereunder or pursuant hereto and, in particular, in each case where an action, document, thing, or matter is required to be acceptable or satisfactory to it or is affected by its approval, consent, opinion, or discretion; and without limitation foregoing, except where it is specifically provided that its consent may be unreasonably withheld, it will not unreasonably withhold or delay the exercise of any such discretion.
- 2.7 Further Assurances.** The Parties agree that they shall from time to time execute such further assurances and documents as may be required by the Parties and their respective solicitors to give effect to the intent of this Agreement.
- 2.8 Independent Action.** Each Party acknowledges and agrees that, in respect of each aspect of the Joint Fire Services and the Joint Fire Programs that the Party is participating in, it shall not undertake any independent action with respect to the planning, development, implementation and operation of the respective Joint Fire Services and/or Joint Fire Programs outside of the governance, planning and operational processes provided herein. Further, in the event that a Party does undertake independent action and incurs costs or obligations as a consequence of those actions, unless otherwise agreed to by the Parties, the Party undertaking the same shall be solely responsible for all such actions and any costs related thereto.
- 2.9 Conflicting Actions.** Each Party acknowledges and agrees that it shall have the ability to undertake independent action, and to enter into agreements with third parties to this Agreement, with respect to the operation or management of their own Fire Department, their respective solely

owned equipment and facilities, and their respective personnel. These independent actions and agreements do not supersede this Agreement where any discrepancies exist.

ARTICLE 3 - TERM AND RENEWAL

- 3.1 Term.** The term of this Agreement shall be effective from the date of execution of this Agreement, and continue unless and until terminated in accordance with the terms and conditions of this Agreement.
- 3.2** Once agreed upon and signed by Councils, a Ministerial Order will be requested from the Minister of Municipal Affairs.

ARTICLE 4 - GOVERNANCE

- 4.1 Governance Committee/Board.** Unless otherwise agreed to by the Parties:
- (a)** subject always to subsection (b) below, each of the Fire Departments shall:
 - (i)** in the case of the Cardston County Emergency Services and Magrath and District Emergency Services:
 - (A)** owned by Cardston County,
 - (B)** governed by the Joint Governance Committee/Board; and
 - (C)** managed and operated by or through the Joint Emergency Service Committee, working with Fire Chiefs;
 - (b)** the budgeting and operation of the Fire Departments, the Joint Fire Services and Joint Fire Programs will be coordinated through the Joint Governance Committee/Board, working with the Joint Emergency Services Committee and the Joint Fire Coordinator;

upon and subject to the terms, covenants and conditions contained within this Agreement.

- 4.2 Governance Committee/Board Membership, Scope and Terms of Reference.** The membership, scope and terms of reference for the Joint Governance Committee/Board shall be governed by the provisions contained within **Schedule “B”**.

ARTICLE 5 - JOINT OPERATIONS

- 5.1 Joint Emergency Services Committee.** Unless otherwise agreed to by the Parties, the implementation, operation and administration of Joint Fire Services and Joint Fire Programs under this Agreement shall be coordinated and managed through the Joint Emergency Services Committee on behalf of the Parties, as contemplated within **Schedule “C”**, upon and subject to the terms, covenants and conditions contained within this Agreement.
- 5.2 Joint Emergency Services Committee Membership, Scope and Terms of Reference.** The membership, scope and terms of reference for the Joint Emergency Services Committee shall be governed by the provisions contained within **Schedule “C”**. The Joint Emergency Services Committee will be responsible for the ongoing planning, budgeting and co-ordination of the Joint Fire Services and the Joint Fire Programs, and will specifically be involved in the following:
- (a)** ensuring all decisions and recommendations are made in accordance with the goals, principles, and spirit of this Agreement;

- (b) identifying, approving, budgeting and planning for the delivery of the Joint Fire Services and the Joint Fire Programs for the maximum benefit to the Parties;
- (c) ensuring the operation of the Joint Fire Services and the Joint Fire Programs are within the applicable budget parameters;
- (d) ensuring the Joint Fire Services achieve the Fire level of Services set by each Municipality;
- (e) ensuring the coordination of the operations of the Joint Fire Services and the Joint Fire Programs to maximize synergies for the Parties;
- (f) establishing agreed upon rates for equipment and personnel utilized in providing the Mutual Aid Services and/or Joint Fire Services, as may be applicable;
- (g) equipment replacement, billing requirements, recruitment, policy and standard operating procedures, and any other matter that may affect the delivery of Mutual Aid Service and/or Joint Fire Services, or the operation of the Fire Departments; and
- (h) exploring options for the further development and enhancement of the Joint Fire Programs, the development of new Joint Fire Programs, and the development policies, processes or other agreements, as may be determined to be necessary or prudent for the purposes of carrying out the spirit and intent of this Agreement;

in addition to making recommendations and reporting to the Joint Governance Committee/Board.

ARTICLE 6 - COORDINATION & IMPLEMENTATION

- 6.1 The Joint Fire Coordinator.** Unless otherwise agreed to by the Parties, the Joint Fire Coordinator shall undertake the coordination and management of the meetings and mandate of the Joint Emergency Services Committee on behalf of the Parties, as contemplated within **Schedule “C”** upon and subject to the terms, covenants and conditions contained within this Agreement.
- 6.2 Fire Chiefs Committee Membership, Scope and Terms of Reference.** The membership, scope and terms of reference for the Fire Chiefs Committee shall be governed by the provisions contained within **Schedule “D”**. The Fire Chiefs Committee will be responsible for the ongoing implementation and operation of the Joint Fire Programs, and will specifically have the responsibility to:
- (a) create, review and amend the SOG’s respecting the delivery of the Joint Fire Services;
 - (b) review, and recommend to the Joint Emergency Services Committee, respecting the delivery of the Mutual Aid Services and/or Joint Fire Services;
 - (c) create, implement, manage and operate each of the Joint Fire Programs;
 - (d) coordinate the operations of the respective Fire Departments and the Joint Fire Programs;
 - (e) conduct and coordinate incident reviews respecting the Mutual Aid Services and/or the Joint Fire Services, and reviews of the Joint Fire Programs, and prepare recommendations for improvements to the Fire Departments, the Mutual Aid Services, the Joint Fire Services, and the Joint Fire Programs;

- (f) manage and operate the Joint Fire Programs within the applicable budget parameters; and
- (g) explore options for the further development and enhancement of the Joint Fire Programs, the development of new Joint Fire Programs, and the development policies, processes or other agreements, as may be determined to be necessary or prudent for the purposes of carrying out the spirit and intent of this Agreement;

in each case, as contemplated within this Agreement, in addition to making recommendations and reporting to the Joint Emergency Services Committee in respect of the foregoing.

ARTICLE 7 - OWNERSHIP, CONTROL, OPERATION AND RESPONSIBILITY

7.1 Ownership & Control of Fire Departments, Equipment & Facilities. It is acknowledged and agreed between the Parties that:

- (a) All firefighting equipment and supply will be owned by Cardston County as described within Section 4.1(a) of this Agreement including, without restriction, the personnel, the equipment
- (b) It is understood that any facilities will be owned by the Municipalities in which they are located. The Joint Fire committee will be responsible for any upgrades or repairs thru the budgeting process. The Municipality will lease the facilities to the Joint Fire Committee at a minimum fee;
- (c) It is understood that the current fire halls will remain within the current communities, and departments will retain the current names and logos; and
- (d) notwithstanding the foregoing, the Parties shall operate, manage, maintain, and use each Fire Department in a coordinated manner under the direction of the Joint Governance Committee/Board, the Joint Emergency Services Committee, and the Joint Fire Coordinator.

7.2 Joint Fire Coordination. Subject always to the **Standard Operating Guidelines established from time to time**, in the event of any:

- (a) joint or combined operation of the Fire Departments; or
- (b) a response to multiple Emergencies impacting any of the jurisdictions of the Parties at the same time;
- (c) a response to an Emergency impacting Two (2) or more of the jurisdictions of the Parties at the same time;

or any combination of the foregoing, the Joint Fire Coordinator shall have final authority respecting the coordination of equipment, resources and personnel, and the allocation of those resources in response to the Emergency or Emergencies;

7.3 The Joint Fire Services & Programs. Notwithstanding the foregoing independent operation and funding of the Fire Departments, the Parties shall operate and manage the Fire Departments in a coordinated manner:

- (a) as contemplated within the Joint Fire Services and the Joint Fire Programs;
- (b) as directed by the Joint Emergency Services Committee; and

- (c) by and through the coordination of the Joint Fire Coordinator and the Fire Chiefs Committee;

and as further contemplated within the terms, covenants and conditions contained within this Agreement.

ARTICLE 8 - FINANCIAL RESPONSIBILITY

- 8.1 Fire Department.** Each of the Parties will be responsible for its Proportionate Share of the costs of operating the respective Fire Department, which Proportionate Share shall be established:
 - (a) in the case of the Cardston County Emergency Services, by paragraph 2(b)(i) of **Schedule “F”**, or otherwise by agreement between Cardston County, Town of Cardston, Village of Glenwood and Village of Spring Hill; and
 - (b) in the case of the Magrath and District Emergency Services, paragraph 2(b)(ii) of **Schedule “F”**, or otherwise by agreement between Cardston County and the Town of Magrath.
- 8.2 Mutual Aid Program.** Each of the Parties will be responsible for payment of the costs of providing the Mutual Aid Services which are invoiced by the Responding Party in accordance with the provisions of **Schedule “E”**.
- 8.3 Joint Fire Coordinator.** Each of the Parties will be responsible for its Proportionate Share of the costs of the Joint Fire Coordinator, which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of **Schedule “F”**;
- 8.4 Joint Fire Services.** Each of the Parties will be responsible for its Proportionate Share of costs of providing Joint Fire Services as contemplated within **Schedule “F”**, which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of **Schedule “F”**.
- 8.5 Joint Fire Programs.** Each of the Parties will be responsible for its Proportionate Share of costs of providing Joint Fire Programs, as contemplated within **Schedule “F”**, which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of **Schedule “F”**.
- 8.6 Payment and Responsibilities.** The financial responsibilities of each of the Parties in respect of the Joint Fire Services and the Joint Fire Programs, are provided within **Schedule “F”**.

ARTICLE 9 - BUDGET MANAGEMENT

- 9.1 Joint Fire Operations Budgeting Process & Responsibilities.** The Joint Fire Coordinator and Fire Chiefs will prepare and present to the Joint Emergency Services Committee all budgeting and reporting respecting the Joint Fire Services in a manner consistent with the budgeting and reporting contemplated within **Schedule “F”**. The Joint Fire Coordinator will coordinate with the individual Fire Departments so as to provide for a Joint Fire Operations Budget, and agreement upon the Proportionate Share contribution of each of the Parties, each occurring as contemplated within **Schedule “F”**.

ARTICLE 10 - INSURANCE, INDEMNITY & DEFAULT

- 10.1 Insurance.** Throughout the Term of this Agreement, the Parties shall maintain the insurance coverage provided for within **Schedule “G”**.

10.2 Indemnity & Default. Each Party shall be subject to the indemnity, liability and default provisions provided for within **Schedule “G”**.

ARTICLE 11 - EXPIRATION & TERMINATION

11.1 Expiration. The provisions of this Agreement shall continue in full force and effect until terminated in accordance with the following provisions.

11.2 Termination. The Parties may agree to terminate this Agreement at any time upon mutual agreement, subject always to:

- (a) the disposition of any property held under the Joint Fire Programs to the originating jurisdiction;
- (b) the termination and satisfaction of any properly authorized agreements made by the Joint Fire Coordinator, or any Party for and on behalf of the Parties or participating Parties, as the case may be;
- (c) settlement of all liabilities of the Parties in respect of the Joint Fire Services, the Joint Fire Programs and this Agreement; and
- (d) the dispersal of all funds held by the Joint Fire Coordinator or the Parties in respect of the forgoing;
- (e) as indicated by the Minister of Municipal Affairs as per the Ministerial Order.

all as directed by the Joint Emergency Services Committee or as otherwise agreed upon in writing of the Parties.

11.3 Withdrawal. The Parties agree that a Party may withdraw from this Agreement provided always that:

- (a) the withdrawing Party has provided not less than **Eighteen (18) months** notice in writing of the intention to withdraw; and
- (b) the Parties have agreed upon a settlement of all ownership interests, liabilities, and financial responsibilities respecting the Joint Fire Services and the Joint Fire Programs, and this Agreement.
- (c) as indicated by the Minister of Municipal Affairs as per the Ministerial Order

11.4 Final Determination. In the event of an inability of the Parties, or any of them, to settle any of the foregoing, the outstanding issue(s), matter(s) or thing(s) shall be referred to be resolved pursuant to the Dispute Resolution Procedure.

ARTICLE 12 - GENERAL

12.1 Dispute Resolution. In the event of the disagreement between the Parties with respect to issue, matter or thing arising from this Agreement (other than default in payment of a financial obligation) the Parties shall refer such dispute to be resolved pursuant to the Dispute Resolution Procedure, see **Schedule “H”**.

12.2 Notice. The address for service of notices and other documents or payments owed are as follows:

Cardston County
PO Box 580
Cardston, AB T0K 0K0
Attention: Chief Administrative Officer
Phone: 403-653-4977
Fax: 403-653-1126
Email: CAO@cardstoncounty.com

Town of Cardston
PO Box 280
Cardston, AB T0K 0K0
Attention: Chief Administrative Officer
Phone: 403-653-3366
Fax: 403-653-2499
Email: jeff@cardston.ca

Town of Magrath
PO Box 520
Magrath, AB T0K 1J0
Attention: Chief Administrative Officer
Phone: 403-758-3212
Fax: 403-758-6333
Email: james@magrath.ca

Village of Glenwood
PO Box 1084
Glenwood, AB T0K 2R0
Attention: Chief Administrative Officer
Phone: 403-626-3233
Fax: 403-626-3234
Email: CAO@Glenwood.ca

Village of Hill Spring
PO Box 40
Hill Spring, AB T0K 1E0
Attention: Chief Administrative Officer
Phone: 403-626-3876
Fax: 403-626-2333
Email: office@hillspring.ca

Or such other address as the Parties may respectively designate from time to time. Any notice required or permitted by this Agreement may be served on the Parties by hand delivery or by mail. Notices sent by mail will be deemed to have been received three business days after mailing. In the event of a general postal disruption, notice shall not be attempted by mail.

[Balance of page intentionally left blank - Execution page to follow]

IN WITNESS WHEREOF the Parties hereto have executed this agreement as of the day and year first above written.

CARDSTON COUNTY

Per: _____

Per: _____

TOWN OF CARDSTON

Per: _____

Per: _____

TOWN OF MAGRATH

Per: _____

Per: _____

VILLAGE OF GLENWOOD

Per: _____

Per: _____

VILLAGE OF HILL SPRING

Per: _____

Per: _____

SCHEDULE “A”

DEFINITIONS

1. Definitions

All capitalized terms used throughout this Agreement shall have the following meanings, unless otherwise specifically defined:

- (a) “**Agreement**” means this Joint Fire Services Collaboration Agreement, together with all schedules attached hereto;
- (b) “**Cardston County Emergency Services**” means the equipment, facilities, personnel and corresponding emergency services operations jointly owned and operated by the County, Cardston, Glenwood and Hill Spring;
- (c) “**Dispute Resolution Procedure**” means that procedure for the resolution of disputes between the Parties contained within **Schedule “I”** attached hereto;
- (d) “**Emergency**” means a sudden unexpected happening or unexpected occasion for action in which events require trained Firefighters to use their skill and judgment in the application of firefighting equipment or rescue equipment and techniques to manage the emergency scene, and “**Emergencies**” means two (2) or more of them;
- (e) “**Fire Chiefs**” means the fire chiefs for each of the Fire Departments appointed from time to time by the respective Parties, and “**Fire Chief**” means any one of them;
- (f) “**Fire Chiefs Committee**” means the committee of fire chiefs as described in Article 6 and **Schedule “D”** of this Agreement;
- (g) “**Fire Departments**” means, collectively:
 - (i) the Cardston County Emergency Services; and
 - (ii) the Magrath and District Emergency Services;and “**Fire Department**” means any one of them;
- (h) “**Fire Suppression**” includes the application of equipment and training to extinguish fires either on land or in structures;
- (i) “**Fiscal Year**” means the financial or operating year of this Agreement, which year shall be a calendar year unless otherwise agreed to by the Parties or otherwise determined by the Joint Emergency Services Committee;
- (j) “**Force Majeure**” means any event causing a bona fide delay in the performance of any obligations under this Agreement and resulting from:
 - (i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - (ii) any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the Parties;
 - (iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;

- (iv) a strike, lockout, slowdown, or other combined action of workers; or
- (v) an act of God;

Notwithstanding the foregoing, no event caused by an act or omission by any Party, or caused by an act or omission by a person not at arm's length from any Party, or caused by the financial incapacity of any Party, will be considered to be an event of Force Majeure;

- (k) **“Interest”** means that rate of interest as determined by the Joint Emergency Services Committee from time to time;
- (l) **“Joint Emergency Services Committee”** means the Joint Emergency Services Committee as described in Article 5 and **Schedule “C”** of this Agreement;
- (m) **“Joint Fire Coordinator”** means the individual hired as the Coordinator, or the Municipal employee assigned to the roll, or such further or other individual or position as the Parties may appoint from time to time;
- (n) **“Joint Fire Coordinator Costs”** means costs of the Joint Fire Coordinator, including salary, benefits, and expenses, or a reasonable proportionate share thereof as may be applicable to the Joint Fire Coordinator's responsibilities under this Agreement as determined by the Joint Emergency Services Committee under the Joint Fire Operations Budget;
- (o) **“Joint Fire Operations Budget”** means the proposed operating budget for the Joint Fire Services contemplated within Section 9.1 of this Agreement, as well as within **Schedule “G”**, as amended from time to time and as presented and approved annually as provided for within this Agreement;
- (p) **“Joint Fire Programs”** means, collectively, the Joint Fire Programs described or contemplated within **Schedule “F”** attached to this Agreement;
- (q) **“Joint Fire Services”** means, collectively, the Joint Fire Services described or contemplated within **Schedule “F”**;
- (r) **“Joint Fire Services & Programs Costs”** means:
 - (i) the Joint Fire Coordinator Costs;
 - (ii) the costs of coordination, management and operation of the Joint Fire Services;
 - (iii) the costs of coordination, management and operation of the Joint Fire Programs;

as more particularly provided for within the Joint Fire Operations Budget, and those costs which are specifically the responsibility of each Party as contemplated within **Schedule “G”** or otherwise excluded from the Joint Fire Operations Budget under this Agreement;
- (s) **“Joint Governance Committee/Board”** means the Joint Governance Committee/Board as described in Article 4 and **Schedule “B”** of this Agreement;
- (t) **“Magrath and District Emergency Services”** means the equipment, facilities, personnel and corresponding emergency services operations jointly owned and operated by the County and Magrath;
- (u) **“Mutual Aid Services”** means those services outlined within **Schedule “E”**;

- (v) **“Parties”** means, collectively, the parties executing this Agreement, and **“Party”** means one of them;
- (w) **“Proportionate Share”** means the Parties’ respective share of the responsibility for the Joint Fire Services & Programs Costs, including the costs of the Joint Fire Coordinator, and operating costs of the Respective Fire Departments, as more particularly described within **Schedule “G”**;
- (x) **“Rates”** means the equipment and personnel rates approved from time to time by the Joint Emergency Services Committee;
- (y) **“Responding Party”** means a Party who has responded to a request for Mutual Aid Services under the provisions of **Schedule “E”**;
- (z) **“Requesting Party”** means a Party who has requested Mutual Aid Services under the provisions of **Schedule “E”**;
- (a) **“Standard Operating Guidelines”** or **“SOG’s”** means those standard operating guidelines for the performance of Emergency and Fire Suppression services contemplated within this Agreement within each respective municipality comprising the Parties, which Standard Operating Guidelines or SOG’s shall be established from time to time by each respective municipality comprising the Parties and in consultation with the Fire Chiefs Committee as part of the Joint Fire Programs; and
- (b) **“Term”** means the term of this Agreement, or renewal term as the case may be, as contemplated within Article 3 of this Agreement.

2. Compliance With Laws

Each Party will carry on its operations and activities as contemplated within this Agreement in compliance with all applicable laws, by-laws and regulations.

3. New Parties

In the event that a new party wishes to join the collaborations under this Agreement, the Joint Governance Committee/Board will review the request along with its merits, implications, and recommended method of joining. In conjunction with this review, the Joint Emergency Services Committee shall make its recommendation to the Parties respecting this application of a new party. A new agreement may be required to adjust the Joint Fire Programs and the respective Parties’ Proportionate Share.

4. Assignment

The Parties shall not assign this Agreement, and shall not grant any rights to any person, firm or corporation under this Agreement, except as permitted by agreement of the Parties.

5. Severable

If any portion of this Agreement is unenforceable for any reason, that portion shall be severed, and the balance of the Agreement shall remain and be binding.

6. No Partnership

Nothing contained in this Agreement or in any acts of the Parties hereto shall be deemed to create any relationship or partnership other than that of licensees and common usage as set forth.

7. Interpretation and Amendments

This Agreement as and from its effective date supersedes and extinguishes all prior agreements between the Parties relating to the Joint Fires Services and the Joint Fire Programs. Agreements that follow this effective date will be considered as enhancements not replacements. The Agreement is the entire Agreement between the Parties in respect to the issues contained herein and it may not be and shall not be amended or altered in any way other than by an amending agreement in writing duly executed by the Parties.

SCHEDULE "B"

JOINT GOVERNANCE COMMITTEE/BOARD

1. Joint Governance Committees/Boards

The Joint Governance Committee/Board shall be made up of the following:

- (a) Two (2) elected members of Council of each of Cardston County, Town of Cardston, Town of Magrath; and
- (b) One (1) elected member of Council of each of Village Glenwood and Village of Hill Spring;

for the purposes of carrying out the responsibilities contemplated within Article 4 and Article 7 of this Agreement.

2. Joint Governance Committee/Board and Chair of the Joint Governance Committee/Board

The power and authority of the Joint Governance Committee/Board shall be subject to the terms and provisions of this Agreement. Their role shall be to make decisions and to give approvals in connection with

- (a) the review and make recommendations concerning policies and budget for the Regional Fire Service; and
- (b) the Joint Fire Services and the Joint Fire Programs under this Agreement.

Unless otherwise unanimously agreed to by the Parties, the Chair of the Joint Governance Committee/Board shall rotate on an annual basis between each of the Parties. The Chair for the first year will be a representative elected the members of the Joint Governance Committee/Board, and thereafter the Chair shall rotate through the representatives of the Parties in an order agreed upon by the Joint Governance Committee/Board.

3. Representatives

Each representative will have the authority to make decisions on behalf of their respective organization. The Parties may each appoint alternate representatives to act on the Joint Governance Committee/Board in substitution for their appointed representative. Each of the Parties may at any time and from time to time by written notice replace its representative appointed by it, and any representative so replaced shall cease to be a Joint Governance Committee/Board member upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual so appointed as a new Joint Governance Committee/Board member, and the Joint Governance Committee/Board member who has been replaced.

4. Vacancies

A vacancy on the Joint Governance Committee/Board shall be filled by the Party who appointed the former representative whose loss created the vacancy. If there is a vacancy in the Joint Governance Committee/Board, the remaining representatives may continue to exercise the powers of the Joint Governance Committee/Board in accordance with the terms of this Agreement.

5. Action by the Joint Governance Committee/Board

The powers of the Joint Governance Committee/Board may be exercised by resolution at a meeting of the Joint Governance Committee/Board members at which a quorum is present. Quorum for meetings of the Joint

Governance Committee/Board shall be satisfied where five (5) members of the Joint Governance Committee/Board (or their authorized replacement, as contemplated within this Schedule) are present.

6. Attendance and Meetings

The Joint Governance Committee/Board, but not an individual Joint Governance Committee/Board member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the Joint Governance Committee/Board and/or make submissions to the Joint Governance Committee/Board with respect to any matter or question being considered by it. The Joint Governance Committee/Board shall meet at least **Four (4) times a year**, or more as the Joint Governance Committee/Board determines. Notice of the time, place, and agenda of every meeting shall be given by the Chair with **not less than One (1) week notice**.

7. Voting Rights

At any meeting of Joint Governance Committee/Board, each member shall be entitled to vote on each question submitted to the Joint Governance Committee/Board for decision and each such member shall have one vote.

8. Budget and Operations

Each Fire Chief shall submit the annual operating budget for the respective Fire Department to the Joint Fire Coordinator in accordance with **Schedule "G"**. For clarity, budgeting for each Fire Department shall be separate and apart from the Joint Operations Budget and associated terms related to the Joint Fire Services and the Joint Fire Programs.

9. Records

The Joint Governance Committee/Board shall arrange for proper written records, and minute taking of all meetings and decisions of the Joint Governance Committee/Board to be kept and maintained and copies of same shall be sent to each member of the Joint Governance Committee/Board within **Fifteen (15) business days** following each meeting of the Joint Governance Committee/Board. The Joint Governance Committee/Board member shall be entitled to reasonable access to all files and records of the Joint Governance Committee/Board at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Joint Governance Committee/Board will be retained at the offices of Joint Fire Coordinator.

10. Limitation of Liability

No Joint Governance Committee/Board member shall be liable for the acts, neglect or default of such Joint Governance Committee/Board member, any other Joint Governance Committee/Board member, and/or the Joint Governance Committee/Board as a whole, provided that such Joint Governance Committee/Board member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such Joint Governance Committee/Board member and the Joint Governance Committee/Board as a whole hereunder.

11. Authority of the Joint Governance Committee/Board

A decision of the Joint Governance Committee/Board made in accordance with this Schedule with respect to any matter within the limits of its authority and jurisdiction shall be binding upon all of the participating Parties to the respective Fire Department.

12. Referral to Dispute Resolution

If at any meeting of the Joint Governance Committee/Board, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the Joint Governance Committee/Board entitled to vote at such meeting, then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances, any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

13. Remuneration of Committee Representatives

Each Party shall reimburse its appointed members in accordance with its own practices and policies.

SCHEDULE “C”

JOINT EMERGENCY SERVICES COMMITTEE

1. Joint Emergency Services Committee

The Joint Emergency Services Committee shall be made up of:

- (a) the Chief Administrative Officers of each of the Parties;
- (b) the Fire Chiefs; and
- (c) Joint Fire Coordinator;

for the purposes of carrying out the responsibilities contemplated within Article 5 and Article 7 of this Agreement and this Schedule.

2. Joint Emergency Services Committee and Chair of the Joint Emergency Services Committee

The Parties hereby establish the Joint Emergency Services Committee to manage the strategic direction and general operating policies of the Joint Fire Services and the Joint Fire Programs. The power and authority of the Joint Emergency Services Committee shall be subject to the terms and provisions of this Agreement. Their role shall be to make decisions and to give approvals in connection with the on-going strategic direction, general operating policies, and budgeting of the Joint Fire Services and the Joint Fire Programs. Unless otherwise unanimously agreed to by the Parties, the Chair of the Joint Emergency Services Committee shall rotate on an annual basis between each of the Parties. The Chair for the first year will be a representative elected the members of the Joint Emergency Services Committee, and thereafter the Chair shall rotate through the representatives of the Parties in an order agreed upon by the Joint Emergency Services Committee.

3. Representatives

Each representative will have the authority to make decisions on behalf of their respective organization. The Parties may each appoint alternate representatives to act on the Joint Emergency Services Committee in substitution for their appointed representative. Each of the Parties may at any time and from time to time by written notice replace its representative appointed by it, and any representative so replaced shall cease to be a Joint Emergency Services Committee member upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual so appointed as a new Joint Emergency Services Committee member, and the Joint Emergency Services Committee member who has been replaced.

4. Vacancies

A vacancy in the Joint Emergency Services Committee shall be filled by the Party who appointed the former representative whose loss created the vacancy. If there is a vacancy in the Joint Emergency Services Committee, the remaining representatives may continue to exercise the powers of the Joint Emergency Services Committee in accordance with the terms of this Agreement.

5. Action by the Joint Emergency Services Committee

The powers of the Joint Emergency Services Committee may be exercised by resolution at a meeting of its Joint Emergency Services Committee members at which a quorum is present. Quorum of the Joint Emergency Services Committee shall be satisfied where Five (5) members of the Joint Emergency Services Committee are present, and each of the Parties are represented.

6. Attendance at Meetings

The Joint Emergency Services Committee members, but not an individual Joint Emergency Services Committee member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the Joint Emergency Services Committee and/or make submissions to the Joint Emergency Services Committee with respect to any matter or question being considered by it. The Joint Emergency Services Committee shall meet at least **Two (2) times a year**, or more as the Joint Emergency Services Committee determines. Notice of the time, place, and agenda of every meeting shall be given by the Chair with **not less than Thirty (30) days notice**.

7. Voting Rights

At any meeting of the Joint Emergency Services Committee, each member shall be entitled to vote on each question submitted to the Joint Emergency Services Committee for decision and each such member shall have one vote.

8. Records

The Joint Emergency Services Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the Joint Emergency Services Committee to be kept and maintained and copies of same shall be sent to each member and the Parties within **Fifteen (15) business days** following each meeting of the Joint Emergency Services Committee. Each Joint Emergency Services Committee member shall be entitled to reasonable access to all files and records of the Joint Emergency Services Committee at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Joint Emergency Services Committee will be retained at the offices of the Joint Fire Coordinator.

9. Limitation of Liability

No Joint Emergency Services Committee member shall be liable for the acts, neglect or default of such Joint Emergency Services Committee member, any other Joint Emergency Services Committee member, and/or the Joint Emergency Services Committee as a whole, provided that such Joint Emergency Services Committee member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such Joint Emergency Services Committee member and the Joint Emergency Services Committee as a whole hereunder.

10. Authority of the Joint Emergency Services Committee

A decision of the Joint Emergency Services Committee made in accordance with this Agreement with respect to any matter within the limits of its authority and jurisdiction shall be binding upon all of the Parties.

11. Referral to Dispute Resolution

If at any meeting of the Joint Emergency Services Committee, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the Joint Emergency Services Committee entitled to vote at such meeting, then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances, any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

12. Remuneration of Committee Representatives

Each Party shall reimburse its appointed members in accordance with its own practices and policies.

SCHEDULE “D”

FIRE CHIEFS COMMITTEE

1. Fire Chiefs Committee

The Fire Chiefs Committee shall consist of three (3) individuals made up of:

- (a) the Fire Chiefs for each of the Parties; and
- (b) the Joint Fire Coordinator;

for the purposes of carrying out the responsibilities contemplated within Article 6 and Section 6.2 of this Agreement and this Schedule.

2. Fire Chiefs Committee and Chair of the Fire Chiefs Committee

The Parties hereby establish the Fire Chiefs Committee to manage the implementation and operation of the Joint Fire Services and the Joint Fire Programs. The power and authority of the Fire Chiefs Committee shall be subject to the terms and provisions of this Agreement. Their role shall be to make decisions and to give approvals in connection with the on-going operation of the Joint Fire Services and the Joint Fire Programs. Unless otherwise unanimously agreed to by the Parties, the Chair of the Fire Chiefs Committee shall rotate on an annual basis between each of the Parties. The Chair for the first year will be a representative elected the members of the Fire Chiefs Committee, and thereafter the Chair shall rotate through the representatives of the Parties in an order agreed upon by the Fire Chiefs Committee.

3. Representatives

Each representative will have the authority to make decisions on behalf of their respective organization. The Parties may each appoint alternate representatives to act on the Fire Chiefs Committee in substitution for their appointed representative. Each of the Parties may at any time and from time to time by written notice replace its representative appointed by it, and any representative so replaced shall cease to be a Fire Chiefs Committee member upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual so appointed as a new Fire Chiefs Committee member, and the Fire Chiefs Committee member who has been replaced.

4. Vacancies

A vacancy in the Fire Chiefs Committee shall be filled by the Party who appointed the former representative whose loss created the vacancy. If there is a vacancy in the Fire Chiefs Committee, the remaining representatives may continue to exercise the powers of the Fire Chiefs Committee in accordance with the terms of this Agreement.

5. Action by the Fire Chiefs Committee

The powers of the Fire Chiefs Committee may be exercised by resolution at a meeting of its Fire Chiefs Committee members at which a Quorum is present. Quorum for meetings of the Fire Chiefs Committee shall be satisfied where all members of the Fire Chiefs Committee are present.

6. Attendance at Meetings

The Fire Chiefs Committee members, but not an individual Fire Chiefs Committee member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the Fire Chiefs Committee and/or make submissions to the Fire Chiefs Committee with respect to any matter or question being considered by it. The Fire Chiefs Committee shall meet at least **Four (4) times a year**, or more as the Fire

Chiefs Committee determines. Notice of the time, place, and agenda of every meeting shall be given by the Chair with **not less than Thirty (30) days notice**.

7. Voting Rights

At any meeting of the Fire Chiefs Committee, each member shall be entitled to vote on each question submitted to the Fire Chiefs Committee for decision and each such member shall have one vote.

8. Records

The Fire Chiefs Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the Fire Chiefs Committee to be kept and maintained and copies of same shall be sent to each member and the Parties within **Fifteen (15) business days** following each meeting of the Fire Chiefs Committee. Each Fire Chiefs Committee member shall be entitled to reasonable access to all files and records of the Fire Chiefs Committee at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Fire Chiefs Committee will be retained at the offices of the Joint Fire Coordinator.

9. Limitation of Liability

No Fire Chiefs Committee member shall be liable for the acts, neglect or default of such Fire Chiefs Committee member, any other Fire Chiefs Committee member, and/or the Fire Chiefs Committee as a whole, provided that such Fire Chiefs Committee member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such Fire Chiefs Committee member and the Fire Chiefs Committee as a whole hereunder.

10. Authority of the Fire Chiefs Committee

A decision of the Fire Chiefs Committee made in accordance with this Agreement with respect to any matter within the limits of its authority and jurisdiction shall be binding upon all of the Parties.

11. Referral to Dispute Resolution

If at any meeting of the Fire Chiefs Committee, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the Fire Chiefs Committee entitled to vote at such meeting, then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances, any related question or dispute, to be reviewed and resolved by the Joint Emergency Services Committee.

12. Remuneration of Committee Representatives

Each Party shall reimburse its appointed members in accordance with its own practices and policies.

SCHEDULE "E"

MUTUAL AID SERVICES

Throughout the Term of this Agreement each of the Parties shall provide the following Mutual Aid Services:

1. **Nature of Emergency** – each Party may call upon the assistance of all or any of the other Parties to render assistance that, in the opinion of the Requesting Party, is necessary for the prompt and safe handling of an Emergency;
2. **Nature of Mutual Aid Services and Obligation to Assist** – upon receipt of a request for Mutual Aid Services, each Party will render whatever assistance that it can without endangering the wellbeing of its own residents;
3. **Contact Persons to be Appointed** – each Party shall designate one or more contact persons, who shall coordinate Mutual Aid Services, and administer the provisions of this Agreement respecting Mutual Aid Services, on its behalf. Each Party to this agreement will designate a specific request for aid format to activate this Agreement;
4. **Requesting Party to Assume Direction** – unless otherwise provided for within the SOG's:
 - (a) each Responding Party shall utilize all responding personnel and equipment in accordance with its own Emergency response plans;
 - (b) the Responding Party's personnel and equipment shall follow directions of the Requesting Party's Incident Commander, save and except in the event that the personnel or equipment shall be endangered beyond acceptable limits;
5. **All Costs to be Charged to Requesting Party** – the Requesting Party requesting Mutual Aid Services hereby accepts financial responsibility for all services rendered and rental of all equipment's requests. The billing/accounting officer for each Party will maintain a registry of services and equipment usage during the time of assistance;
6. **Equipment and Personnel Rates** – all equipment and personnel used for providing Mutual Aid Services shall be billed by the Responding Party to the Requesting Party at the Rates established from time to time under this Agreement;
7. **Equipment and Personnel** – only equipment owned solely by the Responding Party, or volunteered equipment, shall be used in providing Mutual Aid Services. In addition to the employees of a Responding Party, those who have voluntarily offered their services to any Responding Party may be utilized in providing Mutual Aid Services;
8. **Volunteer Equipment and Personnel to be Accepted by Requesting Party** – all volunteer equipment and volunteer personnel proposed to be made available and utilized by any Party in providing Mutual Aid Services shall first complete a standard volunteer agreement form at the offices of the Responding Party. The form shall be faxed or e-mailed to the Mutual Aid Contact for the Requesting Party for acceptance of terms and conditions of equipment rental and personnel costs, prior to the Responding Party utilizing the volunteer equipment and volunteer personnel in providing Mutual Aid Services; and
9. **Performance & Preparedness** – each of the Parties shall faithfully carry out and perform Mutual Aid Services to the best of the Responding Party's abilities and resources, and shall further maintain a state of

preparedness adequate to meet any Emergency situation that may arise, all as may be more particularly set forth within the SOG's or this Agreement.

SCHEDULE "F"

JOINT FIRE OPERATIONS BUDGET & PAYMENTS

1. Budgets and Reports

In connection with its obligations to coordinate and manage the Fire Departments, as well as the Joint Fire Services and the Joint Fire Programs, the Joint Fire Coordinator shall:

- (a) **Initial Budget** – immediately upon execution of this Agreement prepare and within **Forty Five (45) days** deliver to the Joint Emergency Services Committee for its approval, a Joint Fire Operations Budget for the balance of the current Fiscal Year on a monthly basis, which shall set forth anticipated expenses;
- (b) **Long-Range Plan** – within **Three Hundred (300) days** from the date of this Agreement, prepare and provide to the Joint Emergency Services Committee, for its approval, a long-range management plan, providing for a **Three (3) year** budget and planning horizon and setting forth current status of the Fire Departments, the Joint Fire Services and the Joint Fire Programs, and intended goals and milestones for the development and/or evolution of the Fire Departments, the Joint Fire Services and the Joint Fire Programs;
- (c) **Annual Budgets** – not later than **October 1** of each Fiscal Year, prepare and submit to the Joint Emergency Services Committee, for its approval, a Joint Fire Operations Budget including, without restriction, providing for the following:
 - (i) consumables;
 - (ii) personal protective equipment;
 - (iii) training and instruction;
 - (iv) capital acquisitions; and
 - (v) salaries and wages;
- (d) **Interim Reports** – prepare and provide to the Joint Emergency Services Committee and the Parties, all interim reports as may be required and agreed upon by the Joint Emergency Services Committee in order to diligently track the actual operating expenditures and capital expenditures and compare these expenditures to the Joint Fire Operations Budget;
- (e) **Annual Reports** – within **Ninety (90) days** after the close of each Fiscal Year, will provide all reports as may be required and agreed upon by the Joint Emergency Services Committee in order to report on the actual operating expenditures and capital expenditures for the prior Fiscal Year and compare these expenditures to the Joint Fire Operations Budget;
- (f) **Books of Account; Information** –at all times maintain at its office, or at such other location as may be approved by the Joint Emergency Services Committee, reasonable books of account and records with respect to the Joint Fire Services and the Joint Fire Programs, and all transactions entered into in performance of this Agreement. Each Party may at reasonable times, upon reasonable notice, and at reasonable intervals, request and obtain information with respect to the Fire Departments, the Joint Fire Services and the Joint Fire Programs and review the books and

records maintained by the Joint Fire Coordinator pursuant to this Agreement and relating to the Joint Fire Services and the Joint Fire Programs;

- (g) **Method of Keeping Accounts** –maintain (in accordance with instructions given by the Joint Emergency Services Committee, from time to time, as to the manner in which the same shall be maintained) accounts with respect to matters arising under this Agreement, in order for the Joint Emergency Services Committee to readily extract financial statements pertaining to the Joint Fire Services and the Joint Fire Programs in the form required by it.

2. Proportionate Shares

In respect of the Fire Departments, the Joint Fire Services and the Joint Fire Programs provided to or participated in by the Parties, unless otherwise agreed to by the Parties the following Proportionate Shares of the following costs shall apply to each of the Parties:

- (a) **Joint Fire Services & Programs Costs** – in respect of the Cardston County Emergency Services, the Proportionate Shares shall be as follows:
 - (i) **Joint Fire Coordinator Costs** – in respect of the Joint Fire Coordinator Costs, the Proportionate Shares shall be as follows:
 - (A) **Cardston County** – 30%;
 - (B) **Town of Cardston** – 30%;
 - (C) **Town of Magrath** – 30%;
 - (D) **Village of Glenwood** – 5%;
 - (E) **Village of Hill Spring** – 5%;
 - (ii) **Remainder** – in respect of the remainder of Joint Fire Services & Programs Costs, as may be established and agreed upon by the Joint Emergency Services Committee from time to time.
- (b) **Fire Department Costs** – in respect of the costs of the respective Fire Departments:
 - (i) **Costs of Cardston County Emergency Services** – in respect of the Cardston County Emergency Services, the Proportionate Shares shall be as follows:
 - (A) **Cardston County** – 46.5%;
 - (B) **Town of Cardston** – 46.5%;
 - (C) **Village of Glenwood** – 4%;
 - (D) **Village of Hill Spring** – 3%;
 - (E) **Fire Trucks** as per the ICF Agreement.
 - (ii) **Costs of Magrath and District Emergency Services** – in respect of the Magrath and District Emergency Services, the Proportionate Shares shall be as follows:

(A) **Cardston County** – 50%;

(B) **Town of Magrath** – 50%.

3. **Billing and Cost Recovery**

Notwithstanding the foregoing, and subject always to the direction of the Joint Governance Committee/Board or the Joint Emergency Services Committee, costs of certain Joint Fire Services may be recovered by directly billing the Parties and/or property owners and/or the persons responsible for causing the requirement for the Joint Fire Services, in accordance with the Parties' applicable bylaws or policies establishing rates for such services. Revenue received from such direct billing will be accounted for within the Joint Fire Operations Budget and related processes contemplated within this Schedule.

4. **Estimate and Payment**

Within **Thirty (30) days** of the approval of the Joint Fire Operations Budget and in any event within **Sixty (60) days** of the commencement of each Fiscal Year, the Joint Fire Coordinator shall advise the Parties in writing of its estimate of the Proportionate Share of the Joint Fire Services & Programs Costs payable by each of the Parties during the then current Fiscal Year or remaining portion thereof. Such estimate shall be a reasonable estimate and based upon either the approved Joint Fire Operations Budget, or otherwise wherever possible upon previous operating expenses. Each Party's Proportionate Share of the Joint Fire Services & Programs Costs shall be paid:

- (a) in equal monthly installments in advance on the first day of each and every month during the applicable Fiscal Year; or
- (b) in lump sum amounts

based on the Joint Fire Coordinator's estimate.

From time to time the Joint Fire Coordinator, subject to approval of the Joint Emergency Services Committee, may re-estimate, on a reasonable basis, the amount of Joint Fire Services & Programs Costs for any Fiscal Year or portion thereof. All adjustments will then be used to recalculate new payment amounts for the remainder of the Fiscal Year.

5. **Payment of Costs, Changes and Overruns**

The Joint Fire Coordinator shall be responsible for, and is authorized to make payment of:

- (a) **Joint Fire Services & Programs Costs** – all Joint Fire Services & Programs Costs to the corresponding party as provided for within the Joint Fire Operations Budget, or subsequently approved by the CAO of Cardston County; and
- (b) **Fire Department Costs** – all operating costs of the respective Fire Departments as provided for within the respective Fire Department's operating budget, or subsequently approved by:

6. **The Joint Governance Committee. Accounting and Adjustment**

Within **Ninety (90) days** after the end of each Fiscal Year or portion thereof (or with respect to any component of Joint Fire Services & Programs Costs or revenues which cannot be computed within such **Ninety (90) day** period, within **Thirty (30) days** after the Joint Fire Coordinator has received the information necessary to compute such component of the Joint Fire Services & Programs Costs, or revenues), the Joint Fire Coordinator shall submit to the Parties a detailed statement of the actual Joint Fire Services & Programs Costs payable, and revenues receivable, in respect of such Fiscal Year or portion thereof and a calculation of that amount, by which the actual Joint Fire Services & Programs Costs paid by the Parties exceeds or falls short of the actual Proportionate Share of Joint Fire

Services & Programs Costs payable by the Parties for such Fiscal Year after accounting for all actual costs and revenues.

7. Payment of Adjustment

Concurrently with the delivery of the accounting and calculation provided for above, the Joint Fire Coordinator shall provide to the Parties an invoice, in the case of an amount payable by the Parties, or a statement of credit, in the case of overpayment by the Parties. The Parties shall pay the Joint Fire Coordinator in full, the invoiced amount within **Sixty (60)** days of invoice date. The Joint Fire Coordinator shall credit to the Parties, on account of the Proportionate Share of Joint Fire Services & Programs Costs payable by the Parties during the next Fiscal Year, an amount equal to the credit due upon any such statement of credit issued by the Joint Fire Coordinator.

8. Access to Information

Each Party will share information as may be relevant from time to time, or as may be reasonably required by the Parties subject to the application privacy legislation. The Joint Fire Coordinator will maintain records of all costs and revenues relating to the operation and management of the Joint Fire Services and the Joint Fire Programs.

SCHEDULE "G"

INSURANCE, INDEMNITY & DEFAULT

1. Insurance

Throughout the Term of this Agreement:

- (a) The owner of each piece of equipment used in providing any Joint Fire Services or Joint Fire Programs will maintain in respect of the equipment or structures:
 - (i) Comprehensive general liability insurance in an amount not less than \$5,000,000.00_ per occurrence, or such greater amount as the Parties may reasonably agree to from time to time; and
 - (ii) property insurance on a replacement costs basis for the equipment;
- (b) Each Party will maintain at its own cost:
 - (i) commercial general liability insurance in an amount not less than \$5,000,000.00_ per occurrence, or such greater amount as the Parties may reasonably agree to from time to time, covering the use and operation of their respective Fire Departments; and
 - (ii) worker's compensation coverage in respect of each and every employee engaged in the operation of the respective Party's Fire Department, in accordance with all applicable statutes and regulations;

together with such other insurance as the Parties may consider necessary or prudent, or as may be required by the Joint Emergency Services Committee from time to time.

2. Certificates

Each Party acknowledges and agrees that it shall provide to the other Parties proof of insurance, upon being requested to do so in writing.

3. Indemnity

Each Party shall indemnify and save harmless the other Parties and their board members, trustees, councilors officers, employees, agents, volunteers and invitees, to the extent permitted by law, of and from any and all liabilities, damage costs, expenses (including legal fees and disbursements) claims, suits and actions arising out of the following:

- (a) any breach, violation or non-performance of any term or condition in this Agreement on the part of the indemnifying Party to be fulfilled, observed and performed;
- (b) death or injury to any person or damage or destruction of any property resulting from the negligence of the indemnifying Party, its trustees, councilors, officers, employees, agents, licensees, contractors or any other person for whom that Party is legally responsible.

This indemnity shall survive the expiration or sooner termination of this Agreement.

4. Limitation of Liability

Notwithstanding the foregoing, no Party shall be responsible for any of the foregoing damages or claims to the extent:

- (a) caused by or contributed to any default on the part of the indemnified Party under this Agreement, or the negligent acts or omissions of indemnified Party, its trustees, councilors, officers, employees, agents, licensees, contractors or any other person for whom that Party is legally responsible; or
- (b) comprising any indirect, consequential or punitive damages, including loss of profits or revenues or other similar damages.

5. Default

A Party shall be deemed to be in default under this Agreement if any of the following events occur (each of the following events to be referred to in this Schedule as an “**Event of Default**”, the Party in default to be referred to as the “**Defaulting Party**” and the Party or Parties not in default to be referred to as the “**Non-defaulting Party**”):

- (a) a Party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a “**Payment Default**”);
- (b) a Party fails to perform any of its obligations under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a “**Performance Default**”); or
- (c) a Party experiences any of the following events (an “**Insolvency Default**”):
 - (i) the Party institutes voluntary liquidation, dissolution or winding-up procedures;
 - (ii) the Party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated as bankrupt or for any other relief;
 - (iii) the Party makes a compromise with or an assignment for the benefit of creditors;
 - (iv) a receiver is appointed with regard to the Party or to any material part of the Party’s property;
 - (v) a court adjudges the Party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the Party; or
 - (vi) if the corporate existence of the Party is otherwise terminated.

6. Notices and Cure Periods

In the event that a Party claims that there has been a Payment Default or Performance Default committed by or affecting the other Party, the Party making the claim shall give to the Party alleged to be in default a notice (hereinafter referred to as the “**Notice of Default**”). In this regard:

- (a) the Notice of Default shall specify and provide particulars of the alleged Event of Default;
- (b) in the event the alleged Event of Default is capable of being remedied, the Party alleged to be in default shall:
 - (i) have no cure period in respect of an Insolvency Default,
 - (ii) have a cure period of ten (10) days after receipt of the Notice of Default with respect to a Payment Default,

- (iii) subject to subparagraph (b)(iv) and (c) below, have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default, or
- (iv) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default;
- (c) if before the expiry of the later of the cure period (if any) referred to in subparagraph (b) above, or the time to cure specified in the Notice of Default, the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

7. Payment Default

In the case of a Payment Default (including a Payment Default that is a failure to pay upon the occurrence of an Insolvency Default), the Non-defaulting Parties shall have the following rights and remedies:

- (a) to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount and/or;
- (b) to set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Parties in accordance with this Agreement and/or;
- (c) to maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
- (d) to terminate this Agreement;

and any obligation to pay Interest under this Paragraph shall apply until the Payment Default is rectified or remedied and shall not merge into a judgment for principal and interest, or either of them.

8. Performance Default

In the case of a Performance Default:

- (a) the Non-defaulting Parties shall have the right to suspend entitlement to the benefits under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; or
- (b) the Non-defaulting Parties may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; or
- (c) the Non-defaulting Parties shall have the right to terminate this Agreement.

9. Insolvency Default

In the case of an Insolvency Default, the Non-defaulting Parties shall have the right to:

- (a) suspend performance of its obligations under this Agreement; or
- (b) terminate this Agreement.

10. Remedies Cumulative

A Non-defaulting Parties may, at its or their discretion, exercise the remedies referenced within this Schedule in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Parties based on an amount (excluding Interest) in excess of the Payment Default. No delay or omission by any Non-defaulting Parties in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

11. Force Majeure

Notwithstanding any of the foregoing, whenever and to the extent that any Party shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any financial or payment obligation under this Agreement) by reason of an event of Force Majeure, such Party shall, so long as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of Force Majeure, and the other Party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance. Provided always that such relief shall in any event be limited to a maximum period of one hundred and eighty (180) days. In the event that any of the Parties are impacted by an event of Force Majeure the Parties agree to meet within ninety (90) days to determine remedies required.

SCHEDULE "H"

DISPUTE RESOLUTION PROCEDURE

1. **Definitions** - In this Schedule, the following words and phrases have the following meanings:
 - (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
 - (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - (c) **"Dispute"** means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
 - (d) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - (e) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - (f) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - (g) **"Party"** means a party to the Agreement to which this Dispute Resolution Procedure is attached, and **"Parties"** means more than one of them;
 - (h) **"Senior Officials"** of the Parties involved in the Dispute shall consist of the chief administrative officer, Fire Chief (if applicable), and the reeve or mayor, as the case may be, for each Party to the Dispute; and
 - (i) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.

2. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - (a) first, by negotiation;
 - (b) second, by way of elevation of the Dispute to the Senior Officials of the Parties involved in the Dispute;
 - (c) third, by way of Mediation; and
 - (d) fourth, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement to which this Schedule is attached.

3. **Negotiation** - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and

attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.

4. **Elevation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be elevated and referred to the Senior Officials of the Parties involved in the Dispute. Within seven (7) days the determination that Negotiation has failed to resolve the Dispute, the Parties shall each appoint the Senior Officials of each of the Parties, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the determination that Negotiation has failed to resolve the Dispute, the elevation to Senior Officials shall be deemed to have failed.
5. **Mediation** - If the Senior Officials cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice (“Mediation Notice”) specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.
6. **Arbitration**
 - (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice (“Arbitration Notice”) specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
 - (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the “Rules”) established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
 - (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
 - (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
 - (e) The Arbitrator’s decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
7. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.
8. **Location** - The place for Mediation and Arbitration shall be Cardston, Alberta, unless otherwise agreed upon by the Parties.

9. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.
10. **Costs** - Subject to Paragraph 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
11. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.
12. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.
13. **Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this Agreement and supporting financial information, be sealed upon commencement of the litigation.

CAO Report

COUNCIL MEETING FEBRUARY 21, 2023

The following report is designed to provide Council with an update on the activities and projects of the Village. The report is not intended to provide an all encompassing review of Village activities. The intent is to provide Council with a brief update on some of the more note worthy activities and events.

Council meetings, and administration office

Having observed business in administration office, the current layout and function does meet the needs of administration, and Council. I would recommend continuing having Council meetings in the Community Hall at looking at a different office layout to provide better service to residents, and provide for uninterrupted administrative work and meetings.

Hearing for the gallery continues to be a challenge. Should Council wish to look into technology options for Council to Consider there would be costs not included within the 2023 budget.

Website

Web-site development continues to move forward. Upon review of recent Village pictures and images, I would recommend that we look into some professional imaging options. The site should convey community vision to inspire new development, and encourage families to move and build within the community.

Land Use By-law draft

Met with ORRSC. Consulted on history and determined best approach for next steps.

Office hours

Recent and future stat holidays impact residents ability to access Village Services. I would recommend altering office hours to avoid Mondays where possible unless this was not an issue previously.

Community Relations

Connecting and responding to internal and external queries. Primary focus over the past month have been inquiries relating to the Wind Project, land inquiries, and general inquiries.

Post office

In recent discussion with the Village post office there have been a few challenges noted, including vandalism. To safely run an AC unit there is a need to have an additional dedicated breaker and plug added. I agree from an area of Safety this should be done, but does not fall within current budget.

Relating to vandalism, they have requested the Village employ Security cameras. Should Council wish Cameras to be installed, there would need to be ridged policy and procedure in place and additional budget allocated to it. Additionally, in the event data needed to be viewed it would place additional strain on the administrative staff.

No parking-sign. With increased community hall usage the post office has had increased parking directly in front of the building which creates unnecessary work to clear the spot. They have requested and I am in agreement that a no parking area should be posted.

Smoking Area

Cigarette butts are continuing to be littered about the exterior of the Community Hall. I would recommend a designated smoking location be placed with a wall mounted butt disposal. Should Council agree the estimate cost of signage and unit would be approximately \$800.00. There are less expensive ground units however these units could be easily taken.

Municipal enforcement

Having reviewed several bylaws, and hearing several community complaints, I would suggest the Village request quotes to enable better enforcement for Village concerns.

Ongoing queries

The following are still areas of questions from previous Council that I am still looking into. As this information is known I will communicate out to Council.

- Road evaluation
- Dust mitigation
- Snow Removal



OLDMAN RIVER REGIONAL SERVICES COMMISSION

EXECUTIVE COMMITTEE MEETING MINUTES
November 10, 2022; 6:00 pm
ORRSC Conference Room (3105 - 16 Avenue North, Lethbridge)

The Executive Committee Meeting of the Oldman River Regional Services Commission was held on Thursday, November 10, 2022, at 6:00 pm, in the ORRSC Administration Building, as well as virtually via Zoom.

Attendance:

Executive Committee:

Don Anderberg, Vice Chair (Virtual)
Jesse Potrie
Brad Schlossberger (Virtual)
Neil Sieben (Virtual)

Staff:

Lenze Kuiper, Chief Administrative Officer
Raeanne Keer, Executive Assistant

Absent:

Gordon Wolstenholme, Chairman
Christopher Northcott

Vice Chair Anderberg called the meeting to order at 6:03 pm.

1. Approval of Agenda

Moved by: Neil Sieben

THAT the Executive Committee approves the November 10, 2022 Executive Committee Meeting Agenda, as presented

CARRIED

2. Approval of Minutes

Moved by: Brad Schlossberger

THAT the Executive Committee adopts the October 13, 2022 Executive Committee Meeting Minutes, as presented.

CARRIED

3. Business Arising from the Minutes

There was no business arising from the minutes.

4. New Business

a. Budget Discussion

L. Kuiper, CAO, presented the proposed 2023 Operating and Capital Budget to the Committee, highlighting an increase to membership fees, subdivision fees, and GIS fees, a 5% cost-of-living increase for staff due to rising inflation, and the purchase of a third staff vehicle in 2023. L. Kuiper noted that a vehicle was budgeted in 2020, but due to the pandemic restrictions it was not purchased at the time as it was not needed.

Moved by: Jesse Potrie

THAT the Executive Committee for the Oldman River Regional Services Commission recommends the Draft Budget for 2023 to the Board of Directors for approval, as presented.

CARRIED

b. Board of Directors Organizational Meeting & Executive Committee Elections – Thursday, December 1, 2022

L. Kuiper stated that the Organizational Meeting would be held on December 1, 2022 and that nomination forms were sent out for those who wish to let their name stand for the Executive Committee.

Don Anderberg verbally provided his nomination for Vice Chair.

Jesse Potrie, Brad Schlossberger, and Neil Sieben verbally provided their nominations for the Executive Committee.

c. Subdivision Activity

The Subdivision Activity to the month ending October 2022, was presented for information.

5. Accounts and Financial Statements

a. Office Accounts

Moved by: Neil Sieben

THAT the Executive Committee approve the Monthly Office Account for September 2022 and the Payments and Credits for August 2022.

CARRIED

b. Financial Statements

Moved by: Brad Schlossberger

THAT the Executive Committee approve the following Financial Statements:

- (i) Balance Sheet
 - As of September 30, 2022
- (ii) Comparative Income Statement
 - Actual to September 30, 2022
- (iii) Details of Account
 - As of September 30, 2022

CARRIED

6. New Business

There was no new business to discuss.

7. CAO Report

L. Kuiper provided his CAO Report to the Committee, highlighting the new periodical to be presented at the Board of Directors Meeting, recruitment update for upcoming vacant planning position, and a status update on the Assessment Appeal hearings.

8. Round Table Discussion

The Committee members reported on various projects and activities in their respective municipalities.

9. Next Meeting – January 12, 2023

10. Adjournment

Following all discussions, Vice Chair Anderberg adjourned the meeting, the time being 7:07 pm.



CHAIR



CHIEF ADMINISTRATIVE OFFICER

MINUTES OF THE CHIEF MOUNTAIN REGIONAL SOLID WASTE SERVICES COMMISSION MEETING HELD NOVEMBER 9, 2022, AT THE TOWN OF MAGRATH.

Members Present:

Brian Wickhorst – Village of Glenwood (zoom)	Tanya Smith – Village of Coutts (zoom)
Byrne Cook – Town of Magrath	Allan Burton – Town of Cardston
Wayne Harris – Cardston County (zoom)	Bryce Coppieters – Town of Raymond
Larry Liebelt – Town of Milk River (zoom)	Randy Taylor – County of Warner (zoom)
Tyler Lindsay – Village of Warner (zoom)	Gary Bikman – Village of Stirling

Others Present:

Marian Carlson – SEO	Lee Beazer – Operator
Suzanne Pierson- Secretary/Treasurer (zoom)	

Commenced at 4:30 pm

Byrne Cook in the Chair.

AGENDA

Bryce Coppieters moved that the agenda be adopted as presented. Carried

MINUTES

Gary Bikman moved that the minutes of the October 12, 2022, board meeting be adopted as presented. Carried

NEW BUSINESS

The SEO advised that discussions have taken place with a contracted Chartered Accountant to complete a more comprehensive financial analysis of rates. The proposal came in much higher at an anticipated \$8,000. The SEO is in discussion with other Chartered Accountant's to get a more reasonable cost.

The SEO advised that everything is running smoothly with the staffing.

Gary Bikman moved to approve the SEO's report. Carried

Tanya Smith arrived at 4:34 p.m.

The Operator reported that 847.65 tonnes of waste were delivered to the Landfill in October 2022 making the year-to-date total 8,409.97 tonnes.

The Operator advised that the Federal department of weights and measures came by and inspected the weigh scale at the Landfill. The scale was found to be out of tolerances. Accurate Western Scale came,

and the scale has been recalibrated. Randy Taylor asked how often the scale needs to be tested. Lee advised that it is once a year.

The Operator reported that all employees that needed to complete hearing test have done so.

The Operator advised that Wilde Brothers Engineering have been contacted about completing the year-end report for Alberta Environment.

Bryce Coppieters moved to approve the Operator's report. Carried

Approval of Bills

Bills for the month of October 2022 were reviewed.

Bryce Coppieters moved to approve the bills for October 2022. Carried

The SEO presented the 2023 Budget for the board to review. The presented budget represents a 3% increase in requisition rates.

Allan Burton arrived at 5:00 p.m.

22-26 Gary Bikman moved to approve the 2023 Budget as presented with the requisition rates being \$30.33/capita. Carried

The SEO presented the proposal from Waste Connections of Canada.

22-27 Bryce Coppieters moved to table the discussion regarding the proposal from Waste Connections of Canada until the planning session. Carried

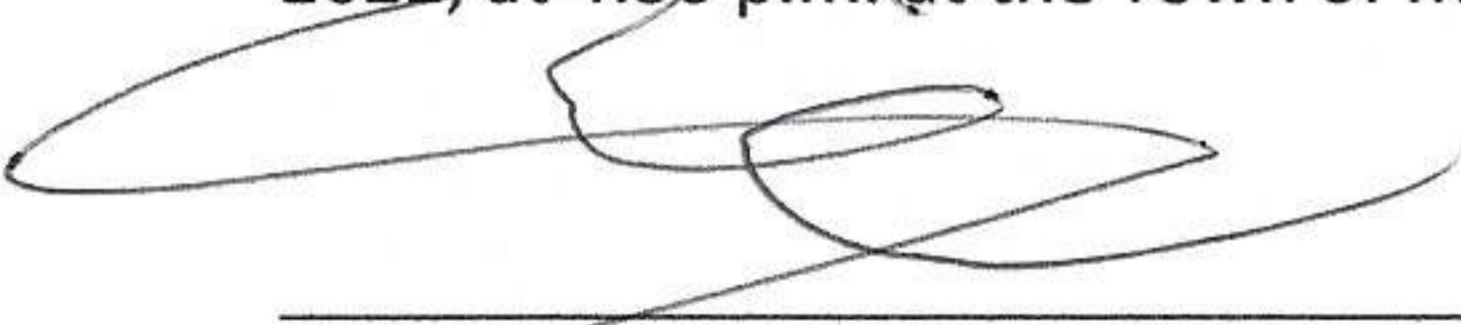
Randy Taylor would like the road at the Landfill discussed at the next board meeting in preparation for the planning session.

ADJOURNMENT

Tanya Smith moved meeting adjourned.

Adjournment at 5:21 p.m.

Next Commission organization and regular board meetings are scheduled for Wednesday, December 14, 2022, at 4:30 p.m. at the Town of Magrath.



Chairman

**MINUTES OF THE CHIEF MOUNTAIN REGIONAL SOLID WASTE SERVICES COMMISSION MEETING HELD
DECEMBER 14, 2022, BY ZOOM.**

Members Present:

Brian Wickhorst – Village of Glenwood
Byrne Cook – Town of Magrath
Randy Bullock – Cardston County
Larry Liebelt – Town of Milk River
Tyler Lindsay – Village of Warner

Tanya Smith – Village of Coutts
Allan Burton – Town of Cardston
Bryce Coppieters – Town of Raymond
Randy Taylor – County of Warner
Gary Bikman – Village of Stirling

Others Present:

Marian Carlson – SEO
Suzanne Pierson- Secretary/Treasurer

Lee Beazer – Operator

Commenced at 5:03 pm

Gary Bikman in the Chair.

AGENDA

Brian Wickhorst moved that the agenda be adopted as presented. Carried

MINUTES

Tanya Smith moved that the minutes of the November 9, 2022, board meeting be adopted as presented. Carried

BUSINESS ARISING FROM THE MINUTES

The SEO received a proposal from Kim Welby to facilitate the strategic business planning session. The board discussed having a strategic planning session on February 8 and March 8, 2023.

22-33 Randy Taylor moved to hire Kim Welby to facilitate the strategic business planning session. Carried

The SEO will see if the Town of Magrath can host the planning session.

Tyler Lindsay arrived at 5:18 p.m.

The board discussed ideas for the planning session. The board would like the following topics discussed at the planning session: governance, landfill road, managing/replacing facilities, best practice study, internal performance agreements, and cost of hauling waste to the Landfill from the Transfer Stations.

Byrne Cook inquired if a special invitation could be extended to the Blood Tribe. The SEO will extend an invitation to the Blood Tribe to be part of the planning session.

NEW BUSINESS

The Operator reported that 713.405 tonnes of waste were delivered to the Landfill in November 2022 making the year-to-date total 9,123.38 tonnes. There should be no need for waste diversion in 2022.

The Operator advised that the price of the skid steer has gone up by \$5,000 and will be 8 months before possible delivery. The Operator suggested to either keep the existing bobcats or look for a cheaper machine through another company.

The board would like the Operator to move the shop bobcat onto a truck and move the highest hours bobcat into the shop.

The Operator advised that Wilde Brothers Engineering have been contacted about completing the year-end report for Alberta Environment.

Randy Taylor moved to approve the Operator's report. Carried

Financial Statement

The Financial Statement for October 31, 2022 was reviewed.

Bryce Coppieters moved to accept the October 31, 2022, Financial Statement. Carried

Approval of Bills

Bills for the month of November 2022 were reviewed.

Tanya Smith moved to approve the bills for November 2022. Carried

CORRESPONDENCE

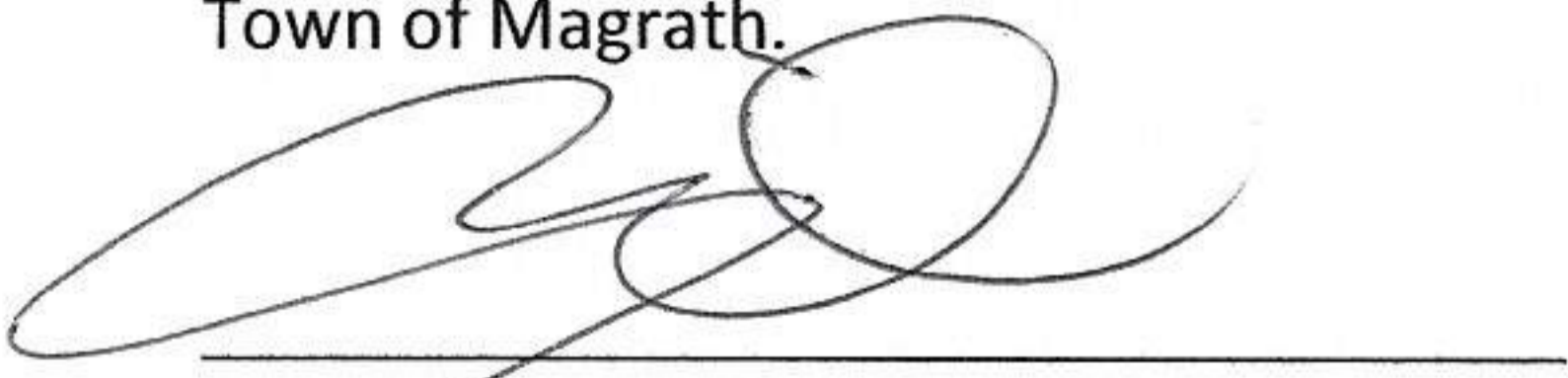
A letter from Evolgen regarding the Spring Coulee Solar project. Filed

ADJOURNMENT

Tanya Smith moved meeting adjourned.

Adjournment at 5:44 p.m.

Next Commission board meeting is scheduled for Wednesday, January 11, 2023, at 4:30 p.m. at the Town of Magrath.



Chairman

**MINUTES OF THE CHIEF MOUNTAIN REGIONAL SOLID WASTE SERVICES COMMISSION
ORGANIZATIONAL MEETING HELD DECEMBER 14, 2022 BY ZOOM.**

Authority Members Present:

Larry Liebelt – Town of Milk River
Byrne Cook – Town of Magrath
Randy Bullock – Cardston County
Tanya Smith – Village of Coutts
Allan Burton – Town of Cardston

Brian Wickhorst – Village of Glenwood
Randy Taylor – County of Warner
Bryce Coppieters – Town of Raymond
Gary Bikman – Village of Stirling

Others Present:

Marian Carlson – SEO
Suzanne Pierson – Secretary/Treasurer

Lee Beazer – Operator

Meeting commenced at 4:32 p.m.

Marian Carlson in the Chair.

The board will text their vote to Marian for the Chairman.

The board voted to let Randy Bullock vote on behalf of Wayne Harris, Cardston County. Carried

Chairman

Marian Carlson asked for nominations for Chairman.

Bryce Coppieters nominated Gary Bikman.

Marian called for nominations a second time.

Larry Liebelt nominated Randy Taylor.

Marian called for nominations a third time and final time.

Voting anonymously occurred.

Gary Bikman is declared Chairman.

22-28 Larry Liebelt moved to destroy ballots cast for the Chairman. Carried

Vice-Chairman

Marian Carlson asked for nominations for Vice-Chairman.

Randy Taylor moved to nominate Byrne Cook.

Marian Carlson asked for nominations a second and third time.

Byrne Cook is acting Vice-Chairman.

Signing Authorities

22 -29 Larry Liebelt moved that the signing authorities be as follows: Gary Bikman, Allan Burton, Byrne Cook, Marian Carlson, Suzanne Pierson, and Lee Beazer; (Lee Beazer and Suzanne Pierson cannot sign the same cheque(s)) signing for the following accounts: Chief Mountain Regional (Depreciation), Chief Mountain Regional Solid (Current Operating), and Chief Mountain Regional Closure Account. Carried

Committees

22-30 Allan Burton moved that the committees be as follows: Finance Committee are Bryce Coppieters, Tyler Lindsay, and Byrne Cook; Joint Health and Safety Committee are Larry Liebelt, Mike Nish, and Brian Wickhorst; Policy Committee are Allan Burton, Tanya Smith, Randy Taylor, and Wayne Harris; HR Committee are Wayne Harris, Tyler Lindsay, Bryce Coppieters, and Randy Taylor. Carried

Per Diem

22-31 Bryce Coppieters moved that the per diem rates stay at \$200 for a committee meeting and to follow the CRA approved rate for mileage. Carried

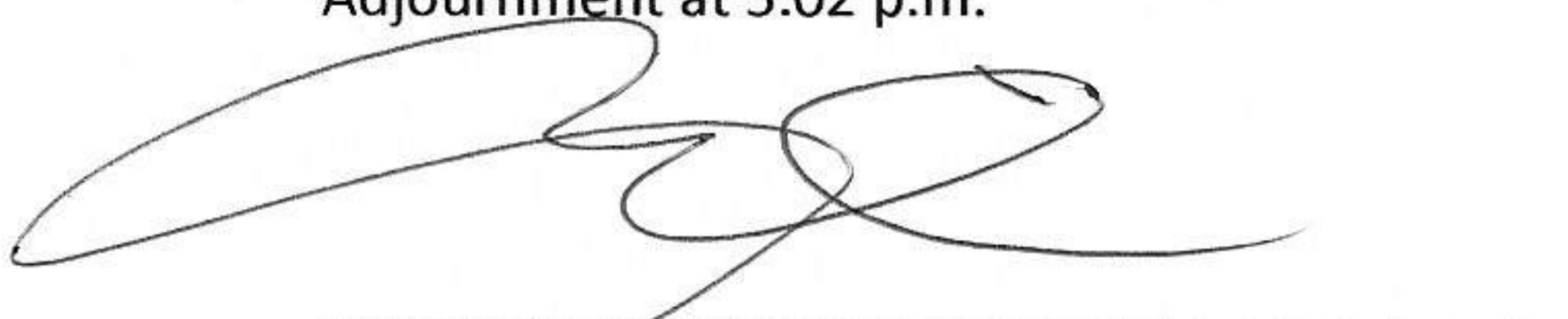
The Board discussed whether to keep the regularly scheduled board meetings.

22-32 Brian Wickhorst moved to maintain the regularly scheduled board meetings the second Wednesday of each month in Magrath. Carried

ADJOURNMENT

Tanya Smith moved adjournment of the organizational meeting.

Adjournment at 5:02 p.m.



Chairman

MINUTES OF THE CARDSTON COUNTY EMERGENCY SERVICES AUTHORITY MEETING HELD OCTOBER 6, 2022, AT THE CARDSTON COUNTY EMERGENCY SERVICES AUTHORITY BUILDING

Board Members Present:

Tom Nish – Cardston County
John Grainger – Town of Cardston
Sandy Lybbert – Village of Glenwood (zoom)

Paula Brown – Town of Cardston
Cam Francis – Cardston County
Mike Nish – Village of Hill Spring

Others Present:

Danny Melvin – Fire Chief
Spencer Olsen – Deputy Fire Chief

Suzanne Pierson – Secretary/Treasurer
Shawn Cook – Mercer Wilde Group

Commenced at 5:15 p.m.

Paula Brown in the chair.

Opening Prayer: Paula Brown

AGENDA

Cam Francis moved to approve the agenda.

Carried

MINUTES

John Grainger moved to accept the minutes of the September 1, 2022; meeting as presented.

Carried

NEW BUSINESS

Danny Melvin reported that the September Emergency Services statistics are as follows: 3 grass fires, 1 MVC, 5 false alarms, and 1 support.

Danny Melvin advised that the Waterton contract finished October 2, 2022. There were 86 calls which is down from last year and staffing was a struggle near the end of the contract.

Danny Melvin reported that on September 22, 2022, the fire ban was lifted.

Shawn Cook arrived at 5:23 p.m.

Danny Melvin advised that the fire truck will not be delivered until near the end of March 2023 as parts of been delayed.

Danny Melvin reported that Oct 14-18, 2022, a Safety Codes Audit will be performed on the Authority. Danny advised that the Village of Glenwood is looking at having two people trained to able to perform safety inspections in their area.

Danny Melvin advised that he has spoken with Jeff Shaw, SEO of the Town of Cardston, about completing repairs on the Fire Hall roof.

John Grainger advised that the fire hydrant project should still to be completed this year once other projects are finalized.

Cam Francis would like to see a new Fire Hall built in Hill Spring. Danny Melvin advised that the gas line has been moved and now a door opener will be installed. Cam Francis will follow up with Murray Millward, SEO of the Cardston County, to see if any discussion has been started between all involved parties.

Cam Francis moved to approve Danny Melvin's report. Carried

DELEGATION

Shawn Cook presented the 2021 Statement of Financial Position. The board reviewed over the report and directing questions to Shawn. Shawn advised that according to the Mercer Wilde Group there is a clean audit opinion for 2021.

22-02 Tom Nish moved to accept the audited 2021 Statement of Financial Position as performed by the Mercer Wilde Group. Carried

Shawn Cook excused at 5:41 p.m.

Danny Melvin presented the 2023 Budget for the board to review.

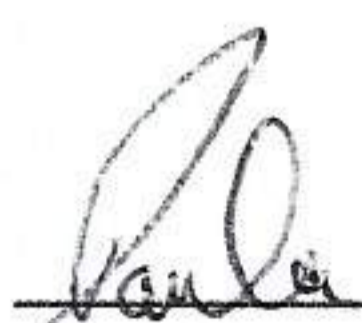
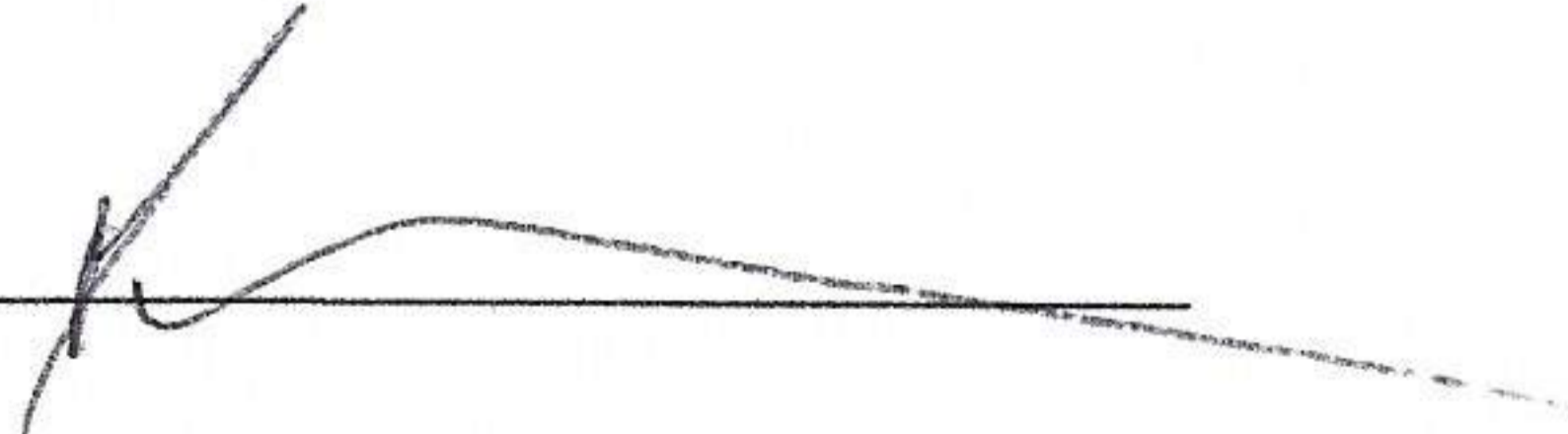
22-03 Tom Nish moved to approve the 2023 Budget. Carried

ADJOURNMENT

Mike Nish moved to adjourn. Carried

Adjournment at 5:58 p.m.

Next board meeting is scheduled for Thursday, November 3, 2022, at 5:15 p.m. at the Cardston County Emergency Services Building.


Chairman 

MINUTES OF THE CARDSTON COUNTY EMERGENCY SERVICES AUTHORITY MEETING HELD DECEMBER 1, 2022, AT THE CARDSTON COUNTY EMERGENCY SERVICES AUTHORITY BUILDING

Board Members Present:

Tom Nish – Cardston County
Cam Francis – Cardston County

Paula Brown – Town of Cardston
Sandy Lybbert – Village of Glenwood

Others Present:

Danny Melvin – Fire Chief

Suzanne Pierson - Secretary

Commenced at 5:17 p.m.

Paula Brown in the chair.

Opening Prayer: Paula Brown

AGENDA

Cam Francis moved to approve the agenda.

Carried

MINUTES

Tom Nish moved to accept the minutes of the November 3, 2022; meeting as presented.

Carried

NEW BUSINESS

Danny Melvin reported that the November Emergency Services statistics are as follows: 1 MVC, 3 false alarms, 5 MFR's (2 in Mid River), and 1 support.

The board discussed implementing a false alarm policy. Cam Francis would like Danny to gather information as to what other fire stations do regarding their false alarms and make a recommendation at the next board meeting.

Danny Melvin reported that on November 15, 2022, the Province performed a Safety Codes Audit. There are three Quality Management Plans (QMP's) that Danny needs to do the paperwork to complete for the audit. Danny has requested that the Villages of Glenwood and Hill Spring pass a motion to have their QMP's performed under the same QMP report.

Danny Melvin advised that on November 18, 2022, he meet with the Town of Magrath and the Cardston County regarding the level of service that each are willing to share. Danny feels that if certain equipment can be shared that it would save both departments considerable money.

Danny Melvin reported that he will be meeting with the Ag Forestry tomorrow.

Danny Melvin advised that the electric door opener will be installed the week of December 5, 2022, in Hill Spring.

Danny Melvin reported that the industrial washing machine will be installed December 6, 2022.

Danny Melvin advised that he is having a software company come in and look at making the fire reports link and ensure the same format is being used.

Wildland Urban Interface requires that courses be completed by the Authority to go help with their fires. The courses would be free to the Authority. They would like to have the Authority put on a list to help Province wide with emergencies. Any callouts from WUI would be funded by them.

22-05 Sandy Lybbert moved to support Wildland Urban Interface in Province wide support. Carried

Danny Melvin reported that for the 2023 training he will apply for grant funding to help off-set training expenses. The board discussed either paying the fire fighters for their time taking the course or look at a wage increase for those taking the training.

Danny Melvin advised that the fire fighters were paid last week, and everyone was happy with the event.

Danny Melvin reported that he spoke with the staff and asked for better commitment with training.

Danny Melvin advised that Safety Codes need to be stepped up and Danny is working on completing his practicum. He would like to have 5 to 6 people trained within the Authority.

Danny Melvin is working with Waterton on next year's contract.

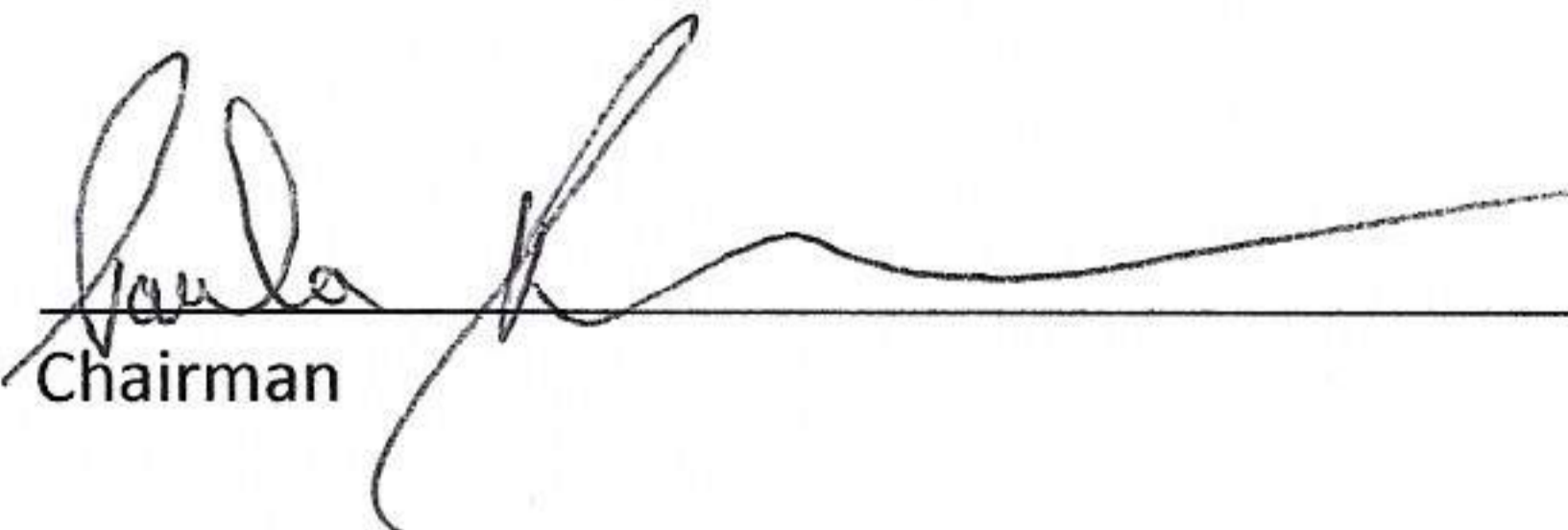
Tom Nish moved to approve Danny Melvin's report. Carried

ADJOURNMENT

Cam Francis moved to adjourn. Carried

Adjournment at 5:42 p.m.

Next board meeting is scheduled for Thursday, January 5, 2022, at 5:15 p.m. at the Cardston County Emergency Services Building.


Chairman

January 12th, 2023

The Honourable Jason Copping
Minister of Health
204, 10800 – 97 Avenue
Edmonton, AB T5K 2B6

VIA EMAIL health.minister@gov.ab.ca

Re: Ambulance Crisis

Dear Minister Copping:

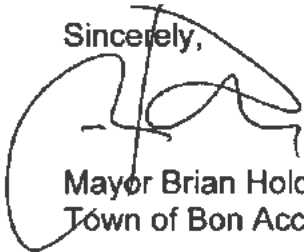
At the Regular Bon Accord Council Meeting on December 6, 2022, Council received a copy of correspondence from the Town of Ponoka to the Ministry of Health requesting support for their local fire department as first responders for emergency ambulance calls. Bon Accord Town Council fully stand with Ponoka in support of their request for better delivery of ambulance services across the province.

The incidents described in the letter show that ambulance service for rural Albertans is in severe crisis. What steps are being taken to remedy this detrimental situation for our communities? As Canadians, our section 7 Charter right to life, liberty, and security of person should be top priority. The current state of our ambulance service, or lack thereof, affirms instead that these rights hang in the balance.

These incidents, and others across the province, also show the value local fire departments bring to our communities. The lack of adequate ambulance service is placing unfair stress and expectations on volunteer firefighters and further putting the health and safety of Albertans in jeopardy.

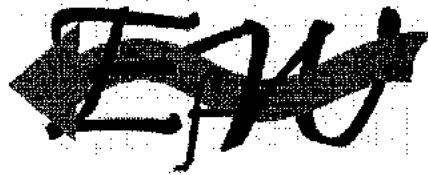
These community volunteers and our communities deserve better. We hope your Ministry will make positive changes moving forward to uplift our communities during these difficult times.

Sincerely,



Mayor Brian Holden
Town of Bon Accord

cc: Premier Danielle Smith
Rachel Notley, Leader of the Opposition
Alberta Municipalities
Dale Nally, MLA – Morinville-St. Albert
Pat Mahoney, Fire Chief – Town of Bon Accord



Southern Alberta Energy from Waste Association

MEDIA RELEASE

Energy from Waste Project Heats Up

January 30, 2023

The Southern Alberta Energy from Waste Association – SAEWA is pleased to announce publicly that after a long and rigorous Expression-of-Interest and Evaluation Process – that the SAEWA Board on January 27, 2023 did approve the Steering Committee’s recommendation of an Energy-from-Waste Partner, identified as HITACHI ZOSEN INOVA - HZI with a view to establishing a formal project development agreement for implementation of SAEWA’s vision for an energy from waste facility in Southern Alberta.

Statement from the SAEWA Chair, Tom Grant -

“As Chair of SAEWA, I am extremely proud of the progress made and to have received the Boards Motion in approval to establish a formal partnership agreement with HZI. “The process has been long but rewarding to the Board and our members to finally get here”.

Statement from the SAEWA Vice Chair/Project Lead, Paul Ryan –

“It has taken a long time to get to where we are today, and we could not have done it without the full support of the SAEWA Board of Directors and the Steering Committee. I look forward to leading the Project with the Steering Committee to the next level and establishing a formal partnership agreement with HZI.”

Statement from HITACHI ZOSEN INOVA – HZI

“HZI is delighted to have been selected by SAEWA to deliver a cost effective world-class Energy from Waste facility for the communities, businesses and municipalities of Southern Alberta” said Stuart Mander, Director of Project Development at HZI.

“When operational the new plant will be equipped with HZI technologies such as HZI’s own reciprocating grate and our state-of-the art boiler whilst ultimately being designed to fully comply with the most stringent emission limit requirements to satisfy the high demands placed on modern Energy from Waste facilities”

SAEWA’s primary goals for development of an energy from waste facility are:

- To reduce southern Alberta’s long-term reliance on landfill disposal;
- To process non-recyclable solid waste from SAEWA communities and potentially private sector customers;
- To reduce greenhouse gas emissions from solid waste management; and,

- produce electricity, heat energy and potentially additional by-products for commercial sale.

For additional information contact:

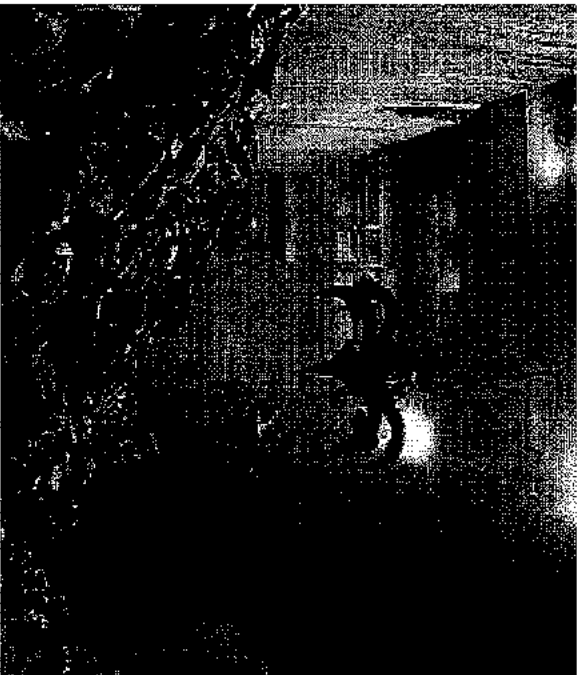
Vice Chair & Project Lead, Paul Ryan :403-609-7465

Administration - Sherry Poole : 403-563-5759

HDR Project Manager – Michelle Blake (michelle.blake@hdrinc.com) 604.365.5037

Southern Alberta Energy from Waste Association

www.saewa.ca



Evaluation of Expressions of Interest for an Energy from Waste Development Partner - Update

Southern Alberta Energy from Waste
Association

January 16, 2023



SAEWA

Southern Alberta Energy from Waste Association

1 Introduction and Background

SAEWA has completed research, investigations, and studies to determine that development of an energy from waste facility in Southern Alberta offers advantages in terms of sustainability and the environment. In 2020, SAEWA was successful in identifying a preferred site with local government support for the proposed facility at the Newell County Regional Landfill.

SAEWA is planning to move forward with the development of a modern up to 300,000 tonne per year energy from waste facility incorporating proven state-of-the-art air pollution controls. SAEWA issued the “Request for Expressions of Interest, Energy from Waste Development Partner” (the Request for Expressions of Interest), in July 2021.

Three Expressions of Interest (EOIs) were received from the following well-established energy from waste companies (in alphabetical order):

- Covanta Energy
- Hitachi Zosen Inova
- Veolia (formerly known as SUEZ Canada)¹

2 Evaluation

2.1.1 Evaluation Methodology

An Evaluation Guide outlining the process, rules, and procedures to be followed by SAEWA in evaluating the EOIs was distributed to the Evaluation Committee. SAEWA's Board appointed designated scoring evaluation committee members include:

- Tom Grant, SAEWA Chair and Mayor of Vulcan, Alberta
- Larry Wright, SAEWA Secretary and CAO Village of Caroline, Alberta
- Paul Ryan, SAEWA Vice Chair and Project Lead

Organization, administration, and communications of the evaluation process were managed in a non-scoring role by:

- Sherry Poole, SAEWA Executive Director

HDR had a non-scoring role to facilitate the process and provided technical guidance and support to SAEWA's evaluation committee. HDR staff directly involved in facilitation of the evaluation process included:

- Neil MacDonald P.Eng., Associate and BES Business Group Manager
- Jordan Vallis P.Eng., Solid Waste Engineer
- Michelle Blake P,Eng., Vice President & Resources Business Group Director

¹ Suez was acquired by, and merged into, Veolia in January 2022

Only the above listed members of the evaluation team had access to the EOIs and the detailed evaluations. The evaluation team members are bound by agreements covering non-disclosure of information, conflict of interest, and anti-lobbying commitments specific to the SAEWA EOI evaluation. **It is the opinion of SAEWA's lawyer, Brownlee LLP, that details of the evaluation be kept confidential due to the commercially confidential nature of the EOI submissions, which could have trade pricing and practices contained within them.**

In accordance with the Evaluation Guideline, the following activities occurred:

1. EOI submissions were reviewed to confirm compliance with the defined mandatory requirements of the Request for Expressions of Interest and all submissions were found to be compliant with the mandatory requirements.
2. Each Expression of Interest was scored by the Evaluation Committee, individually and as a committee, according to the degree to which each submission met SAEWA's requirements.
3. HDR conducted technology and project team reference checks of references supplied by EOI respondents, compiled the responses received, and presented the results to the Evaluation Committee for evaluation and scoring.
4. Following review and scoring of the EOIs, the Evaluation Committee conducted and scored interviews with each of the candidates.
5. The Evaluation Committee provided SAEWA Executive with the initial evaluation results. Executive directed the Evaluation Committee to meet with the candidates to get more information and clarification regarding their expectations of SAEWA and what they bring to the partnership. Clarification meetings were held with each of the candidates, followed by a final Evaluation Committee consensus meeting to finalize the score and rank the Expressions of Interest according to their total overall score.

3 Next Steps

The objective of this evaluation was to identify one well-qualified and capable potential candidate project development partner(s). SAEWA may then choose to enter into negotiations with the candidate with a view to establishing a formal project development agreement with a single partner for implementation of SAEWA's vision for an energy from waste facility for Southern Alberta.

The next steps to conclude the evaluation phase would be:

1. Report final evaluation results to Executive and the Board for approval of the recommended preferred candidate.
2. Upon receiving Board approval of the preferred candidate, notify the successful candidate and enter into initial negotiations to develop an agreement that will outline the commitments of the parties until the Project Development Agreement is executed. The agreement applies to the feasibility phase and will include, but not be limited to, project governance, decision-making authority, structure, team, roles and responsibilities, funding commitments, schedule, and termination rights.

3. Secure funding to support SAEWA's activities required to develop the feasibility phase agreement.

If the project is viable at the end of the feasibility phase, the next phase (Phase 2) of the project includes negotiating commercial and contract terms with the successful candidate, developing the business case, and securing funding. Key activities include:

1. Retain a Project Director (and support team) with Alternative Project Delivery (APD) experience, preferably in the EFW sector, to lead the commercial negotiations, risk analysis, business case development, and funding. The Project Director would act on behalf of the project partnership.
2. Secure the following services to support project development. The project support team would act on behalf of the project partnership.
 - a. Technical and Regulatory Advisor
 - b. Commercial/ Business/ Financial Advisor
 - c. Legal Advisor
3. Retain independent legal counsel for SAEWA and potentially a SAEWA technical/commercial representative.
4. Begin funding applications.



PO Box 30 5407 50th Street
Tofield, Alberta T0B 4J0
P 780 662 3269
F 780 662 3929
E tofieldadmin@tofieldalberta.ca
W www.tofieldalberta.ca

February 14, 2023

Nadja Lacroix
Senior Manager
Inspections Gaming
Nadja.lacroix@aglc.ca

Re: Letter of Support – Relocation of Camrose Casino

Dear Nadja:

Rural Alberta, and their communities are comprised of community groups, clubs, charitable organizations and societies. The culmination of these organizations leads to the betterment of communities on a whole. These organizations work tirelessly on behalf of the community to provide enhancements through projects that would not be possible without their hard work and dedication. However, the key factor to success is funding. These groups are often accessing funding through casinos. As many other communities have stated, accessing funding through casinos is often multiple months away, which could leave these important projects, or enhancements without the ability to move forward.

Having an ability for Tofield to access a larger pool of casino opportunities would provide a higher element of success. Our proximity to a larger urban location, such as Edmonton, or even Saint Albert, is no further than the distance to Camrose. Although we have been thankful when our service groups have been successful in accessing Camrose Casino, it is an exceptionally long wait, and the return is minimal, at best.

Upon review, this appears to be another slight to Rural Alberta, which as of recent seems to be continually accumulating, and enhancing barriers to provide success for the communities each of us represent. We believe there should be an allowance for relocation for the Camrose Casino. The relocation would allow for the betterment of our entire region, as well as Rural Alberta.

Nadja Lacroix
Senior Manager
Inspections Gaming
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Further, the pooling of accessible casinos in larger urban settings would provide an enhanced level of success for Rural Alberta. The major urbans have additional resources and accessing abilities, as opposed to those of us in outlying areas. Collectively, the barriers need to be reduced to allow us all to flourish and provide betterment to our communities.

Respectfully,

Debora L. Dueck

Debora Dueck
Mayor
Town of Tofield

Cc.

Jackie Lovely, MLA Jackie.Lovely@assembly.ab.ca

Brian Jean, Minister of Jobs, Economy & Northern Development – jend.minister@gov.ab.ca

Travis Toews, President of Treasury Board & Minister of Finance – tbf.minister@gov.ab.ca

Nicole Marshall, Director of Alcohol, Gaming & Cannabis – Nicole.marshall@gov.ab.ca

Kandice Machado, AGLC CEO – kandice.machado@aglc.ca

Len Rhodes, AGLC Board Chair – len.rhodes@aglc.ca

Wyatt Skabron, Manager of Policy & Advocacy, RMA – wyatt@rmaalberta.com

Dan Rude, Chief Executive Officer, AB Munis - dan@abmunis.ca