

THIS AGREEMENT made this 22 day of July, 2020

BETWEEN:

MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26
(hereinafter referred to as "Willow Creek")

-and-

TOWN OF CLARESHOLM
(hereinafter referred to as "Clareholm")

-and-

TOWN OF FORT MACLEOD
(hereinafter referred to as "Macleod")

-and-

TOWN OF NANTON
(hereinafter referred to as "Nanton")

-and-

TOWN OF STAVELY
(hereinafter referred to as "Stavely")

INTERMUNICIPAL EMERGENCY SERVICES AGREEMENT

WHEREAS:

- A.** The Parties entered into the Willow Creek Regional Intermunicipal Collaboration Framework Agreement dated **April 1, 2020** (the "ICF") to 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;
- B.** The ICF contemplated a intermunicipal delivery of emergency services, pursuant to which the Parties wish to:
- 1) **Mutual Services/Contribution** – provide for mutual benefit of services, and provide for corresponding contribution to costs of services;
 - 2) **Safety** – ensure the safety of residents and businesses throughout the respective jurisdictions of the Parties through the coordinated operations of the Emergency Services;
 - 3) **Service Levels/Standards** – define and deliver service levels for Emergency Services, and coordinate training and capabilities, within the respective jurisdictions of the Parties;
 - 4) **Interoperability** – ensure the ability of each Party's department providing any of the Emergency Services (the "**Emergency Services Departments**") and their personnel to

operate successfully together in delivering the Emergency Services, and ensure consistent and/or compatible equipment across Emergency Services Departments;

- 5) **Financial Certainty** – provide for cost and cost share certainty and consistency in respect of the funding of Emergency Services;
- 6) **Independence** – allow for the continued independent operation of the respective Emergency Services Departments as stand-alone emergency services departments, subject to the collaborations (including, without restriction, funding for equipment and other enhancements generated by the public and community groups/societies) and coordination contemplated within this Agreement; and
- 7) **Coordination** – provide for planning, development, training and operation of the respective Emergency Services Departments, as well as the procurement, management, maintenance, repair, operation, and replacement, of their respective equipment and facilities, in each case in the most efficient and cost effective manner;

(the “**Additional Agreement Principles**”);

- 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 Emergency Services Departments, the purchase, operation, use, maintenance, repair and replacement of their respective equipment and facilities, and the coordination and delivery of the Emergency Services, for the joint benefit of 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 - REFERENCES, DETAILS & GUIDE

- 1.1 **Details and Guide.** The details of Emergency Services, and guide for administration of Emergency Services, are as follows:

GUIDE	DESCRIPTION	LOCATION
Definition	Emergency Services & Service Levels/Standards – Definition of Emergency Services and the applicable Service Levels/Standards	Schedule “A”
Intermunicipal Operations & Services	Intermunicipal Operation of Emergency Services – Description of Emergency Services, including training, provided on an intermunicipal basis	Schedule “B”
Fire Chiefs Committee	Planning, Operation & Management of Emergency Services - Description of Fire Chiefs Committee purpose, responsibility and limitations	Schedule “C”
Emergency Services Committee	Review of Emergency Services – Description of review, oversight and process of Emergency Services Committee	Schedule “D”
Budgeting	Emergency Services Budget Parameters & Process – Limitations to budgeting for Emergency Services Departments, and budgeting process	Schedule “E”

Cost Share	Emergency Services Cost Share & Payment – Agreed upon cost sharing and payments	Schedule “F”
Liability & Default	Insurance, Indemnity & Default – Management and mitigation of potential liability	Schedule “G”
Response Map	Response Map – For Intermunicipal Delivery of Emergency Services within Willow Creek	Schedule “H”
Inventory of Equipment	Inventory of Emergency Services Equipment – Inventories of each Party’s Emergency Services Equipment	Schedule “I”

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

2.1 Application. Unless otherwise agreed to by the Parties, this Agreement applies to:

- (a) the service levels and capabilities listed within **Schedule “A”** (the “**Service Levels/Standards**”) respecting the Emergency Services;
- (b) the emergency services listed within **Schedule “A”** (the “**Emergency Services**”);
- (c) the operation or delivery of portions of the Emergency Services by the Emergency Services Departments on an intermunicipal basis, as contemplated within **Schedule “B”**;
- (d) the operation or delivery of programs and training of personnel listed as contemplated within **Schedule “B”** (the “**Emergency Services Programs & Training**”); and
- (e) the planning, development, coordination, budgeting and funding of the above within and amongst the Parties.

2.2 Independence. Unless otherwise agreed to by the Parties, this Agreement does not:

- (a) apply to the delivery of any service the same as or similar to the Emergency Services within each Party’s jurisdiction and by that respective Party’s own Emergency Services Department;
- (b) apply to the acquisition of additional or new equipment by any Party independent of the other Parties pursuant to such Party’s own purchasing policies, and which therefore do not form part of cost shared equipment under this Agreement;
- (c) apply to the delivery of any other service by any Party independent of the other Parties, and which therefore do not form part of the Emergency Services under this Agreement;
- (d) impose automatic sharing of costs of equipment or services acquired by or provided by any Party;
- (e) interrupt or prevent funding for equipment and other enhancements generated by the public and community groups/societies within or for the benefit of any of the Parties; or
- (f) interrupt or prevent the availability, use or application of all or any of the equipment or services independently acquired or provided by a Party (and therefore not subject

to co-funding or other cost sharing under this Agreement) in the course of providing mutual aid services contemplated within this Agreement from applying to.

- 2.3 **Guiding Principles.** The Parties recognize that the guiding principles contained within the ICF, together within the Additional Agreement Principles, should guide the planning, development, implementation and operation of the Emergency Services under this Agreement, and the interactions between the Parties. In the event of any conflict between the respective principles, the guiding principles contained within the ICF will prevail.
- 2.4 **Consultation.** The Parties will consult with one another in the planning, development, implementation and operation of the respective Emergency Services, to ensure maximum use and benefits to the Parties and surrounding communities.
- 2.5 **Co-operation.** The Parties will 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 Emergency Services.
- 2.6 **Compliance with Laws.** The Parties will comply with all applicable statutes and regulations governing the planning, development, implementation and operation of the respective Emergency Services, and will take all necessary steps to ensure compliance with all statutes and regulations as may be applicable in that regard.
- 2.7 **Reasonable.** 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 limiting the 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.
- 2.8 **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.

ARTICLE 3 - TERM, RENEWAL & EXTENSION

- 3.1 **Term.** The term of this Agreement shall be effective from the date of execution of this agreement until April 1, 2025, unless otherwise terminated or amended in accordance with the terms and conditions of this Agreement (the “**Term**”).
- 3.2 **Renewal.** Upon the expiration of the initial Term, and each subsequent renewal term, this Agreement shall automatically renew for an additional period of equal length unless:
 - (a) this Agreement is otherwise extended or renewed, or replaced, by agreement in writing between the Parties, in which case the agreement of the Parties will apply; or
 - (b) the ICF is revised to indicate that Emergency Services, or a substantial portion thereof, should not be delivered on an intermunicipal basis, in which case the provisions of Article 9 will apply;

and in which cases one or more replacement arrangement(s) between the Parties, providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule “B”** on a multi-party, bilateral, or other basis, will be required in order to address the delivery of Emergency Services.

- 3.3 **Extension/Renewal.** This Agreement may also be extended for an additional period of time, or renewed for an additional term, by the Parties upon agreement in writing of each of the Parties.

ARTICLE 4 - EMERGENCY SERVICES

- 4.1 **Operation and Funding of Departments, Equipment & Facilities.** Each Party acknowledges and agrees to utilize its respective best efforts to authorize, operate, manage, budget, fund and equip its respective Emergency Services Department so as to:

- (a) **Service Levels/Standards** – provide for the equipment and resources needed to achieve and maintain the Service Levels/Standards (or, if currently unable to meet the Service Levels/Standards, strive to meet the Service Levels/Standards within a reasonable period of time);
- (b) **Intermunicipal Delivery** – deliver Emergency Services on an intermunicipal basis including:
 - (i) mutual aid;
 - (ii) intermunicipal emergency response;
 - (iii) Emergency Services personnel training; and
 - (iv) other and/or future Emergency Services programs;

as contemplated and/or agreed upon from time to time within **Schedule “B”** to this Agreement;

subject always to the limitations imposed by the budget limitations provided within **Schedule “E”** attached to this Agreement (the **“Budget Parameters”**), as well as subject to the coordination of the availability and location of equipment, personnel, training and other resources under this Agreement.

- 4.2 **Operating & Management by Fire Chiefs.** Each Party will authorize and empower the Party’s corresponding fire chief (including, without restriction, the chief of the Granum Fire Department) or emergency services manager, as the case may be (collectively, the **“Fire Chiefs”**) to:

- (a) collaborate with the other Fire Chiefs in the planning, operation and management of the Emergency Services as contemplated within this Agreement including, without restriction, coordinating the availability and location of equipment, personnel, training and other resources; and
- (b) carry out the functions of the committee of Fire Chiefs contemplated within **Schedule “C”** attached to this Agreement (the **“Fire Chiefs Committee”**);

subject always to the budgetary authorizations and limitations of each respective Emergency Services Department’s budget, and the requirements and limitations of the Fire Chiefs Committee contemplated within **Schedule “C”**.

ARTICLE 5 - REVIEW OF EMERGENCY SERVICES

- 5.1 **ICF Committee.** The intermunicipal collaboration committee established under the ICF (the **“ICF Committee”**) will meet with, and/or review the report and recommendations from, the Emergency Services Committee on an annual basis, for the purposes of informing and guiding the decisions and activities of the ICF Committee under the ICF as it may affect the Emergency Services.

5.2 Emergency Services Committee. The committee of Fire Chiefs and chief administrative officers of the Parties (the “**Chief Administrative Officers**”) contemplated within **Schedule “D”** attached to this Agreement (the “**Emergency Services Committee**”) will:

- (a) meet to establish the order of hosting meetings of the Emergency Services Committee, and a schedule for meeting dates; and
- (b) meet on a bi-annual basis for the purposes of reviewing the activities of the Fire Chiefs Committee, reviewing the planning, operation and management of the Emergency Services, and providing recommendations and/or direction;

as contemplated within **Schedule “D”**.

5.3 Amendment. Any resulting amendments to or replacements of this Agreement resulting from the reviews by the ICF Committee or the Emergency Services Committee must be agreed upon in writing by the Parties.

5.4 Change Process. Changes to this Agreement is key to meeting the changing requirements for Emergency Services, the evolution of technology, equipment and practices related to Emergency Services, and changes to the circumstances or factors impacting the Parties. Any Party may initiate a request for a change to this Agreement including, without restriction, related to:

- (a) changes to the definition or scope the Service Levels/Standards guiding Emergency Services;
- (b) changes or additions to the definition of Emergency Services;
- (c) changes or additions to the Emergency Services Programs & Training;
- (d) changes to the budgeting parameters contained within **Schedule “E”** attached to this Agreement;
- (e) changes to the cost shares contemplated within **Schedule “F”** attached to this Agreement; and
- (f) the proposal for purchase of new equipment for the delivery of Emergency Services;

or any other aspect of this Agreement. In addition to the initiation of the considerations of the same or similar matters at the Fire Chiefs Committee or the Emergency Services Committee, any Party may give the other Parties notice in writing requesting a review of the identified portions of this Agreement. Any requested review shall be referred in the first instance to the Emergency Services Committee for consideration in consultation with the Fire Chiefs Committee, and the development of recommendations to the Parties.

5.5 Disputes. In the event of a dispute between two (2) or more of the Parties arising from such reviews pursuant to either Section 5.2 or 5.4 of this Agreement, any matters or issues in dispute or otherwise unresolved shall be resolved through the dispute resolution procedure provided for within the ICF (the “**Dispute Resolution Procedure**”).

ARTICLE 6 - BUDGET PARAMETERS & PROCESS

6.1 Emergency Services Budgeting Process & Responsibilities. The Parties will prepare and present budgets for each Emergency Services Department in a manner consistent with the Budget Parameters and process contemplated within **Schedule “E”**.

ARTICLE 7 - FINANCIAL RESPONSIBILITY

- 7.1 **Mutual Aid.** Each of the Parties will be responsible to pay costs of providing the mutual aid services which are invoiced by the responding party in accordance with the provisions of **Schedule "B"**;
- 7.2 **Emergency Services Cost Share and Payment Responsibilities.** The cost share financial responsibilities of each of the Parties in respect of the Emergency Services are provided within **Schedule "F"**. Save and except for those cost shares and payments contemplated within **Schedule "F"** or otherwise agreed to by the Parties from time to time, each Party is solely responsible for funding their own Emergency Services Department budget.
- 7.3 **Goods and Services Tax.** For the purposes of the administration of GST under this Agreement, the Parties acknowledge and agree that:
- (a) the delivery of Emergency Services intermunicipally, as contemplated within **Schedule "B"** of this Agreement, is currently a non-taxable supply/service;
 - (b) the incurring of costs associated with creating the capacity to perform Emergency Services which are intended to be shared, including the costs contained within the budgets of Emergency Services Departments and as contemplated within **Schedule "F"**, is specifically understood and agreed in each and every case to be:
 - (i) incurred for the specific purpose of sharing the costs;
 - (ii) incurred by a Party as agent for the other Parties sharing in that costs; and
 - (iii) administered by the Party incurring the cost, who is handling the day-to-day operating duties of acquiring the underlying property and/or services either internally or from third parties, and paying the initial costs thereof, all for the purposes of being reimbursed one or more shares of the costs from the Parties;as provided for within this Agreement; and
 - (c) otherwise, each Party shall be responsible to pay all GST and other properly assessed taxes in connection with this Agreement, subject always to available rebates and/or input tax credits.

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 8 - INSURANCE, INDEMNITY & DEFAULT

- 8.1 **Insurance.** Throughout the Term of this Agreement, the Parties shall maintain the insurance coverage provided for within **Schedule "G"**.
- 8.2 **Indemnity & Default.** Each Party shall be subject to the indemnity, liability and default provisions provided for within **Schedule "G"**.

ARTICLE 9 - TERMINATION & WITHDRAWAL

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

- (a) the settlement of all ownership interests, liabilities, and financial responsibilities respecting the Emergency Services and this Agreement; and
- (b) agreement(s) in writing of the Parties providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule "B"** on a multi-party, bilateral, or other basis;

and subject always to the requirements of or directions from the ICF, as amended or replaced from time to time.

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

- (a) the withdrawing Party has provided not less than **Twelve (12) months** notice in writing of the intention to withdraw;
- (b) the Parties have agreed upon a settlement of all ownership interests, liabilities, and financial responsibilities respecting the Emergency Services and this Agreement; and
- (c) agreement(s) in writing of the Parties providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule "B"** on a multi-party, bilateral, or other basis;

and subject always to the requirements of or directions from the ICF, and any amend(s) or replacement(s) thereof from time to time, governing the withdrawing Party and the Parties.

9.3 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 10 - GENERAL

10.1 Existing Agreements. This Agreement replaces all existing agreements or arrangements between the Parties regarding the specific topics of this Agreement.

10.2 Other Agreements/Arrangements. Nothing contained within this Agreement prevents any of the Parties from considering and entering into any further or other arrangements respecting Emergency Services, and other collaborations relating to Emergency Services, whether on a multi-party, bilateral or other basis, which in each case are complementary to this Agreement.

10.3 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.

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

Town of Claresholm
c/o Chief Administrative Officer
PO Box 1000
Claresholm, AB T0L 0T0
FAX: 403-625-3869
EMAIL: info@claresholm.ca

Municipal District of Willow Creek
c/o Chief Administrative Officer
273129 Highway 520 West
Box 550
Claresholm, AB T0L 0T0
FAX: 403-625-3886
EMAIL: md26@mdwillowcreek.com

Town of Fort Macleod
c/o Chief Administrative Officer
PO Box 1420
Fort Macleod, AB T0L 0Z0
FAX: 403-553-2426
EMAIL: admin@fortmacleod.com

Town of Nanton
c/o Chief Administrative Officer
PO Box 609
Nanton, AB T0L 1R0
FAX: 403-646-2653
EMAIL: cao@nanton.ca

Town of Stavely
c/o Chief Administrative Officer
PO Box 249
Stavely, AB T0L 1Z0
FAX: 403-549-3743
EMAIL: cao@stavely.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.

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

MUNICIPAL DISTRICT OF WILLOW CREEK
ON 04/26/2017
Per: [Signature]
PROVINCE OF ALBERTA
TOWN OF FORT MACLEOD
Per: [Signature]
Per: [Signature]

TOWN OF CLARESHOLM
Per: [Signature]
Per: [Signature]
TOWN OF NANTON
Per: [Signature]
Per: [Signature]

TOWN OF STAVELY
Per: [Signature]
Per: [Signature]