



Clearwater County Special Council Meeting Agenda

2:00 PM - Monday, March 23, 2020

Council Chambers, 4340 – 47 Avenue, Rocky Mountain House, AB

Our Vision: Community, prosperity and natural beauty - connected.

Our Mission: Through proactive municipal leadership, we will invest innovatively to generate and support economic and population growth, to position Clearwater County for a sustainable, prosperous future.

	Page
1. CALL TO ORDER	
2. ADOPTION OF AGENDA	
3. DRAFT INTERMUNICIPAL REGIONAL FIRE RESCUE SERVICES AGREEMENT	
3.1. DRAFT Intermunicipal Regional Fire Rescue Services Agreement - Pdf	2 - 39
4. CLOSED SESSION*	
*For discussions relating to and in accordance with: a) the Municipal Government Act, Section 197 (2) and b) the Freedom of Information and Protection of Privacy Act	
4.1. 2019/2020 Intermunicipal Mediation Verbal Report: FOIP s.21 Disclosure Harmful to Intergovernmental Relations	
5. ADJOURNMENT	



Agenda Item Report

Special Council Meeting

AIR Type:	Request for Decision
SUBJECT:	DRAFT Intermunicipal Regional Fire Rescue Services Agreement
PRESENTATION DATE:	Monday, March 23, 2020
DEPARTMENT:	Emergency & Legislative Services
WRITTEN BY:	Tracy Haight, Executive Assistant
REVIEWED BY:	Rick Emmons, CAO/Christine Heggart, Director
BUDGET CONSIDERATIONS:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
LEGISLATIVE DIRECTION:	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (MGA s. 54 and s. 708.28) <input type="checkbox"/> County Bylaw or Policy
COMMUNITY BUILDING PILLAR (check all that apply):	
<input checked="" type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input checked="" type="checkbox"/> Community Social Growth	
ATTACHMENTS:	
2020-03-19 17.13 Regional Fire Agreement 1028 Regional Fire Rescue Services Advisory Committee	

STAFF RECOMMENDATION:

That Council approves Clearwater County entering into the *Town of Rocky Mountain House, Village of Caroline, and Clearwater County Intermunicipal Regional Fire Rescue Services Agreement*, for a five-year term effective March 23, 2020; and, authorizes execution by signature of Reeve and CAO.

That Council rescinds Bylaw 1028 - Regional Fire Rescue Services Advisory Committee

BACKGROUND:

The attached Intermunicipal Regional Fire Rescue Services agreement is to establish a regional fire rescue service for the Town of Rocky Mountain House, Village of Caroline and Clearwater County.

The agreement outlines terms and conditions for shared costs and resources and identifies Clearwater County as Managing Partner.

Of note is a change to the advisory committee for making recommendations to Councils from the Regional Fire Rescue Services Advisory Committee (RFRSAC) to the already established

Intermunicipal Collaboration Committee (ICC). As the RFRSAC is no longer required, it is Staff's recommendation to rescind Bylaw 1028.

THIS AGREEMENT entered into as of the ____ day of _____, 20__.

BETWEEN:

CLEARWATER COUNTY

a municipal corporation governed by the *Municipal Government Act*,
R.S.A. 2000, c. M-26,
(the "County")

-and-

TOWN OF ROCKY MOUNTAIN HOUSE

a municipal corporation governed by the *Municipal Government Act*,
R.S.A. 2000, c. M-26,
(the "Town")

-and-

VILLAGE OF CAROLINE

a municipal corporation governed by the *Municipal Government Act*,
R.S.A. 2000, c. M-26,
(the "Village")

**INTER-MUNICIPAL REGIONAL FIRE RESCUE SERVICES
AGREEMENT**

WHEREAS Section 3 of the Municipal Government Act, R.S.A. 2000, c. M-26, provides that the purposes of a municipality includes the provision of services that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS pursuant to Section 54 of the Municipal Government Act, R.S.A. 2000, c. M-26, a municipality may provide any service that it provides within its own boundaries in another municipality with the agreement of that other municipality;

AND WHEREAS the Municipalities entered into an Intermunicipal Regional Fire Services Agreement dated on or about June 28, 2017 (the "2017 Agreement") for the purpose of establishing a Regional Fire Rescue Services and establishing the terms and conditions upon which the Municipalities would share costs and resources for the purpose of facilitating the Regional Fire Rescue Services;

AND WHEREAS the Municipalities want to update the terms and conditions of the inter-municipal agreement with respect to the Regional Fire Rescue Services;

AND WHEREAS the respective Councils of the Municipalities have passed all necessary bylaws or resolutions required to approve the Municipalities entering into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and agree each with the other as follows:

1 ARTICLE 1 - DEFINITIONS

- 1.1 For the purposes of this Agreement, the following terms shall have the meaning set out below:
- a. **"Allocation Proportion"** means the annual allocation between the Municipalities of the Operating Costs and Capital Costs related to the Regional Fire Rescue Services as set out in Schedule "A";
 - b. **"Approved Budget"** means the annual capital budget and operating budget for the Regional Fire Rescue Services which has been approved by each of the Councils;
 - c. **"Capital Costs"** means the costs for tangible capital assets as defined in the CPA Canada Public Sector Accounting Handbook, Section 3150 above the limits set out in the County's Tangible Capital Asset Policy;
 - d. **"Chief Administrative Officer" or "CAO"** means the individual appointed by a Municipality as the chief administrative officer under section 206 of the *Municipal Government Act*, R.S.A. 2000, c. M-26 or his or her designate;
 - e. **"Confidential Information"** means personal information defined in the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000 c. F- 25, and such other information as may be provided by one Municipality to one or more of the other Municipalities under an express obligation of confidentiality;
 - f. **"Committee"** means the Intermunicipal Collaboration Committee;
 - g. **"Council"** means the municipal council for each Municipality;
 - h. **"County"** means Clearwater County;
 - i. **"Effective Date"** means the date on which the Term of this Agreement starts;
 - j. **"Emergency Response Services"** means emergency firefighting, Rescue services and other emergency services of a similar kind and nature;
 - k. **"Equipment"** means any vehicle, equipment or apparatus utilized by the Regional Fire Rescue Services including but not limited to the equipment described in Schedule "C";
 - l. **"Fire"** means the burning of any flammable or combustible material or any combustible material in a state of combustion;
 - m. **"Fire and Rescue Services"** means Emergency Response Services and Fire Services;
 - n. **"Fire Services"** means all non-emergency aspects of Fire safety including but not limited to Fire prevention, pre-Fire planning, Fire inspection, Fire investigation, First Aid, public education and information, training or other staff development, advising and responding to a request for Fire Services;
 - o. **"First Aid"** means the provision of medical first response or initial care for illness or

injury until definitive medical treatment can be accessed and generally consists of a series of simple and in some cases, potentially life-saving techniques that an individual can be trained to perform with minimal equipment;

- p. **"Insurance"** means the insurance as described in Part 13;
- q. **"Level of Service"** means the level of response to be provided for each of the Fire and Rescue Services, as set out in Schedule "B";
- r. **"Managing Partner"** means the County or such other Municipality as may be designated by the Municipalities as Managing Partner from time to time in accordance Article 6.1a;
- s. **"Member"** means an employee of the Managing Partner that works for the Regional Fire Rescue Services including but not limited to all full time, part time, full time temporary, part time and casual firefighters;
- t. **"Municipal Price Index"** means the City of Edmonton's most recent available annual Municipal Price Index;
- u. **"Municipal Government Act"** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, and its regulations;
- v. **"Municipality"** means one of the Parties to this Agreement;
- w. **"Operating Costs"** means the costs to operate the Regional Fire Rescue Services as found in the County's Operational Budget less any revenue received from third parties, and does not include any Capital Costs;
- x. **"Operating Funding"** means the financial contributions by each Municipality towards the amounts owing pursuant to the Approved Budget in accordance with the Allocation Proportion;
- y. **"Party"** means one of the Municipalities;
- z. **"Property"** means real property utilized by the Regional Fire Rescue Services;
- aa. **"Regional Fire Chief"** means the individual appointed as Regional Fire Chief by the Managing Partner;
- bb. **"Regional Fire Rescue Services"** means the organization operated by the Managing Partner through which Fire and Rescue Services are provided to the Municipalities;
- cc. **"Rescue"** means to help someone or something out of a dangerous, harmful, or unpleasant situation. Rescue comprises responsive operations that usually involve the saving of life, or prevention of injury during an incident or dangerous situation;
- dd. **"Response Call"** means responding to a call from the 911 dispatcher or other individual requiring the provision of Emergency Response Services;
- ee. **"Service Area"** means the area within the boundaries of the County, including the

area within the Town and the Village;

- ff. **"Standard Operating Guidelines (SOGs)"** means the Managing Partner's Standard Operating Guidelines, as they may exist from time to time;
- gg. **"Summary Report"** means an annual summary of all Fire and Rescue Services provided to the Municipalities, including but not limited to number and nature of call-outs, and response times;
- hh. **"Town"** means the Town of Rocky Mountain House; and
- ii. **"Village"** means the Village of Caroline.

2 ARTICLE 2 - PURPOSE AND INTENT

- 2.1 The purpose and intent of this Agreement is to establish the terms and conditions by which the Municipalities will operate, administer and fund the Regional Fire Rescue Services for the benefit of the Municipalities and their respective residents.
- 2.2 This Agreement replaces and supersedes the 2017 Agreement from the date of execution of this Agreement.

3 ARTICLE 3 - TERM

- 3.1 The term of this Agreement commences on _____ and continues for a period of five (5) years (the "Term").
- 3.2 This Agreement shall be automatically renewed for a further five (5) years at the conclusion of the Term, unless two (2) of the Municipalities provide written notice, not less than one (1) year prior to the end of the Term, that they do not wish the Agreement to be renewed.

4 ARTICLE 4 – INTERMUNICIPAL COLLABORATION COMMITTEE

- 4.1 The Committee shall take recommendations to the Councils for final decision making and ratification by the Councils. Neither the Committee or Managing Partner CAO has the authority to make binding decisions for any Municipality. The ICC Terms of Reference are located in the *Stronger Together Agreement*.
- 4.2 Neither the Committee nor any Committee member is authorized to enter into any agreement.
- 4.3 The Committee is responsible to:
 - a. review the services and the Level of Service once every 4 years (preferably in the third year of the election cycle) for the purposes of seeking efficiencies. The Committee may request an internal or external review.
 - b. prior to October 31 of each year, review the draft Regional Fire Rescue Services operating budget and capital budget and make recommendations to the Councils of the Municipalities with respect to the approval of the operating and capital budgets.

- 4.4 The CAOs are responsible for providing administrative support to the Committee and Municipalities including:
- i. advising the Committee and respective Municipal Councils of any changes to applicable federal, provincial or municipal legislation, regulations or codes, that impact Regional Fire Rescue Services operations or budget, and
 - ii. prepare grant funding applications for review and approval by the relevant Municipal Council(s).
- 4.5 Each Municipality shall bear its own costs incurred with respect to its membership in the Committee.

5 ARTICLE 5 - RELATIONSHIP OF PARTIES

- 5.1 This Agreement governs and defines the Municipalities' respective rights, powers and obligations in the administration and operation of the Regional Fire Rescue Services during the Term of this Agreement.
- 5.2 Nothing contained in this Agreement shall be deemed to create nor shall be interpreted as a general partnership relationship nor an agency relationship between the parties with respect to any activities whatsoever.
- 5.3 Nothing contained in this Agreement shall be deemed to permit nor shall be interpreted to mean that any Party has the authority to act for or to assume any obligation or responsibility for or on behalf of any of the other Parties.
- 5.4 Nothing contained herein shall be interpreted to fetter the discretion of any Council.

6 ARTICLE 6 – OBLIGATIONS OF MUNICIPALITIES

- 6.1 Unless otherwise agreed to in writing between the Municipalities, the following decisions in relation to the Regional Fire Rescue Services require unanimous agreement between the Municipalities:
- a. designation, revocation of designation, or replacement of the Managing Partner;
 - b. adding a service to the services provided by the Regional Fire Rescue Services;
 - c. a change to the Level of Service or resources resulting in a change to the Operating Budget exceeding the amount described in section 7.4; and
 - d. the sale or other disposal of any Equipment listed in Schedule “C” which Equipment is operating out of Station #60 and which was jointly funded by two or more Municipalities.
- 6.2 The following provisions apply to the addition of a service.
- a. If a Municipality wishes to add a service but is not able to obtain unanimous approval, Regional Fire Rescue Services may provide the additional service provided that the requesting Municipality pays the full cost of providing that service.

- b. A Municipality that did not vote in favour of adding the service is not responsible to pay for the cost of providing the additional service, but is responsible to pay its Allocation Proportion of the incidental costs of the additional service. For the purposes of this Article 6.2b, “incidental costs” means supervision, reporting and day-to-day functions related to the provision of the additional service.
 - c. If a Municipality that did not vote in favour of adding the service wishes to use the additional service, the Municipality must pay for that service on a cost recovery basis on a per incident basis.
 - d. If a Municipality that did not vote in favour of adding the service wishes to opt into the additional service, it may notify the other Municipalities. Upon notification, the Municipalities shall negotiate the cost of providing the additional services.
- 6.3 Where the Municipalities cannot reach agreement on an annual budget by December 31, the matter shall be referred to Dispute Resolution in accordance with Article 13 on or before January 31 of the following calendar year. Despite Article 14.2f.iv, each Municipality shall bear an equal share of the cost in Dispute Resolution.
- 6.4 Where the Town or the Village has a fire hall within its municipal borders which is used by the Managing Partner to provide Fire and Rescue Services, the Town and the County, or the Village and the County, respectively, shall enter into a lease for the use of that fire hall. The lease shall specify the terms of maintenance and upkeep for the fire hall, including the time within which any identified maintenance item should be addressed by the Town or the Village.
- 6.5 Each Municipality shall punctually pay all amounts owing pursuant to this Agreement including but not limited to the Municipality’s Allocation Proportion.
- 6.6 The Municipalities shall provide, in a timely manner, the Managing Partner with all available documentation required to conduct Fire inspections.
- 6.7 Each Municipality is responsible to maintain the fire hydrants within its respective jurisdiction. If the Regional Fire Rescue Services uses a fire hydrant within the Town or the Village, it will notify the appropriate Municipality after the usage.
- 6.8 The Municipalities acknowledge that the 10-year capital plan referenced in Article 9.4i is an estimate and does not limit or remove the obligation of a Municipality to pay its Allocated Proportion of Capital Costs as set out in Schedule "A".
- 6.9 If a Municipality acquires any Equipment, it shall be compatible with existing Equipment to provide for the interchangeability of Equipment, and the immediate functional deployment of Equipment throughout the Service Area.
- 6.10 If
- a. a Member issues an order under the *Safety Codes Act*, R.S.A. 2000, c. S- 1;
 - b. the order is appealed to the Safety Codes Council; and
 - c. the Safety Codes Council determines that the Member has engaged in willful misconduct,

the Regional Fire Rescue Services shall bear all costs of all related proceedings, including any appeals.

- 6.11 Unless Article 6.10 applies, the Municipality for which the safety codes order was issued bears all appeals costs.
- 6.12 The Managing Partner shall set the safety standards for the respective firehalls of the Municipalities. The Managing Partner shall identify non-safety deficiencies in the firehalls of the Municipalities and make recommendations for remediation.
- 6.13 Each Municipality shall bear the costs of utilities, telephone, and internet services for the firehalls within their respective municipal boundary, except for the costs of utilities, telephone and internet services for Station #90.
- 6.14 The costs of utilities, telephone and internet services for Station #90 used for Fire and Rescue Services shall be considered operational costs and subject to the allocations set out for Operating Costs in Schedule "A".

7 ARTICLE 7 – BUDGETS

- 7.1 No later than October 1 of each year, the Managing Partner shall prepare a draft Regional Fire Rescue Services operating budget and capital budget for review by the Committee and shall distribute it to the Committee.
- 7.2 No later than December 31 of each year during the Term, the Municipalities shall approve a capital budget and operating budget for the Regional Fire Rescue Services for the next year. The operating budget and capital budget shall include, but shall not be limited to, the following:
 - a. Operating Budget
 - i. insurance premiums;
 - ii. Member wages, salaries, benefits, WCB premiums and other costs associated with their employment;
 - iii. Member training, conferences, certifications, and associated costs, materials and supplies, which includes Member training or instruction supplies;
 - iv. payments required to be made pursuant to any financing, lease, lien, restriction or encumbrance on the Properties and to cure any default under any such lease, lease, lien, restriction or encumbrance, fuel;
 - v. any additional costs related to the day to day operations of the Regional Fire Rescue Services; and
 - vi. any other operational expenditure as may approved by the Municipalities.

- b. Capital Budget
 - i. Equipment replacements and additions;
 - ii. any other capital expenditure as deemed necessary and prudent by the Managing Partner, acting reasonably.
- 7.3 The Managing Partner shall prepare the operating budget based on the services and Level of Service set out in Schedule “B” and shall provide it to the Municipalities no later than October 1 of each year during the Term.
- a. If the operating budget for the following year is equal to or less than the current year’s operating budget plus an amount equivalent to the estimated Municipal Price Index for the next year, the Municipalities agree to recommend to their respective Councils to approve the operating budget.
 - b. If the operating budget for the following year is greater than the current year’s operating budget plus an amount equivalent to the estimated Municipal Price Index for the next year, the Managing Partner shall provide a written explanation to the Municipalities. The Municipalities may recommend to their respective Councils to approve the operating budget.
- 7.4 If the actual:
- a. Operating Costs exceed the amount for Operating Costs contained in the Operating Budget plus a three percent (3%) contingency; or
 - b. Capital Costs exceed the amount for Capital Costs contained in the Operating Budget, the Managing Partner shall provide a written explanation for the variance to the Municipalities.
- 7.5 If the Regional Fire Rescue Services receives any revenue from third parties, it shall apply that revenue against actual operating costs to determine the Operating Costs.

8 ARTICLE 8 - SALE OF EQUIPMENT

- 8.1 As at the Effective Date, the Equipment consists of:
- a. exclusively owned Equipment as set out in Schedule "C", and
 - b. jointly funded Equipment as set out in Schedule "C".
- 8.2 The Municipalities agree that Schedule “C” accurately lists the Equipment and the contributions to the cost of the Equipment by the Municipalities as of the Effective Date of this Agreement.
- a. The Municipalities agree that the legal interest in the Equipment shall be with the County to facilitate the County’s registration and inspections of the Equipment.
 - b. Despite Article 8.2a, the Municipalities agree that for the Equipment that is listed in Schedule “C”, the Beneficial Interest in the Equipment is as provided for in Schedule “C”.

- c. For the purposes of Article 8, “Beneficial Interest” means the Municipality’s right to the value of the Equipment listed in Schedule “C” as specified by the percentage contributions by each Municipality for the Equipment as provided for in Schedule “C”.
 - d. If the County wishes to dispose of any jointly owned Equipment, the County shall pay out the Municipality’s Beneficial Interest in the residual value of the Equipment upon its disposal.
- 8.3 For any Equipment purchased after the Effective Date of this Agreement, the County shall be the sole legal and beneficial owner. A contributing Municipality, who is not the County, has no Beneficial Interest, or other interest, in the Equipment acquired after the Effective Date, notwithstanding its proportionate contribution in accordance with Schedule “C”. However, where the Agreement is terminated pursuant to Article 17, the County shall pay to a contributing Municipality its proportionate contribution of the residual value of Equipment acquired after the Effective Date upon the disposal. of the Equipment.
- 8.4 If the Managing Partner is selling any jointly owned Equipment and the other Municipality does not agree on the appropriate value; fair market value shall be determined as follows:
- a. the Managing Partner shall engage a certified appraiser who shall advise as to the fair market value of the Equipment; and
 - b. in the event that a Municipality who is not designated as Managing Partner disputes the certified appraiser’s assessment of fair market value, the dispute shall be resolved pursuant to Article 14.
- 8.5 Despite Article 8.4, should the Managing Partner propose to sell the Equipment specified in line items 600 (Certified Brush Engine), 601 (Engine), 602 (Tender), 604 (Aerial), or 613 (Rescue) of Schedule “C”, the Managing Partner shall first engage in discussions with the Town as to the proposed sale.
- 8.6 Despite Article 8.4, should the Managing Partner propose to sell the Equipment specified in line items 300 (Light Brush Truck), 302 (Tender), or 313 (Rescue) of Schedule “C”, the Managing Partner shall first engage in discussions with the Village as to the proposed sale.
- 8.7 If all of the Equipment of any one of the Municipalities’ firehalls is to be sold or apportioned, whether pursuant to Article 17 or otherwise, or relocated to another fire hall and such firehall contains Equipment owned by two or more Municipalities, each Municipality shall receive an equal contribution of new Equipment and of older or aged Equipment.
- 8.8 Despite Article 8.7, upon the termination of this Agreement pursuant to Article 17, the newest jointly funded Equipment operating out of Station #60 as at the date of termination shall remain at Station #60.

9 ARTICLE 9 - MANAGING PARTNER RESPONSIBILITIES

- 9.1 As at the date of execution of this Agreement, the County is the designated Managing Partner and shall remain as Managing Partner until such time as the Municipalities designate another Municipality as Managing Partner in accordance with Article 6.1 of this Agreement.
- 9.2 The Municipalities acknowledge and agree that Members are the employees of the Managing

Partner and as such, the Managing Partner has the unfettered right and responsibility as the employer to manage the Members as the Managing Partner deems appropriate from time to time which includes and is not limited to hiring, appointing, disciplining, and terminating the Members. The Municipalities further acknowledge and agree that all Members' personal information is Confidential Information and is not subject to disclosure by the Managing Partner to any other of the Municipalities.

- 9.3 The Managing Partner has the final decision with respect to the Standard Operating Guidelines.
- 9.4 The Managing Partner through its Chief Administrative Officer shall manage the Regional Fire Rescue Services in accordance with the provisions of this Agreement and shall:
- a. supervise and administer the day to day management of the Regional Fire Rescue Services in accordance with Article 10;
 - b. ensure that insurance is obtained and maintained;
 - c. prepare and maintain in good order complete, current books of account for the management of the Regional Fire Rescue Services in accordance with Public Sector Accounting Standards;
 - d. with the exception of Confidential Information, the Managing Partner will provide information and documentation, as is generated in the normal course of operations, relating to the Regional Fire Rescue Services, including Summary Reports, and other information and documentation as may be requested from time to time by the Committee, recognizing requests beyond day to day activities will be charged to that Municipality at a reasonable cost.
 - i. In exceptional circumstances, the Managing Partner may exercise its discretion to provide Confidential Information to the Committee;
 - e. issue requisitions to each Municipality not later than January 30 for each year outlining all of the Municipalities' funding obligations for that calendar year;
 - f. receive fees, funding, grant monies and other monies and revenue collected or obtained relating to the Regional Fire Rescue Services;
 - g. prepare and maintain all correspondence, documentation, records and information on behalf of the Committee or in relation to the Regional Fire Rescue Services;
 - h. notify all Municipalities of any outstanding Operating Funding contributions due; and
 - i. based on the current services and current Level of Service, annually provide the ICC with a 10-year capital plan setting out an estimate of the reasonably anticipated expenditures required for Equipment.
- 9.5 A Municipality that has an inquiry or request relating to the administration, operation or management of the Regional Fire Rescue Services should be directed it to the Managing Partner's Chief Administrative Officer.
- 9.6 The Managing Partner shall undertake reasonable efforts to improve the efficiency and effectiveness of the Regional Fire Rescue Services.
- 9.7 The Managing Partner shall ensure compatibility in specifications of Equipment with existing Equipment to provide for the interchangeability of Equipment and the immediate functional

deployment of such Equipment throughout the service area.

- 9.8 The Managing Partner shall ensure that it maximizes the useful life of the Equipment, including when appropriate deploying new Equipment to locations with a higher volume of calls for Emergency Response Services and deploying older or aged Equipment to locations with a lower volume of calls for Emergency Response Services.

10 ARTICLE 10 - FIRE AND RESCUE SERVICES DELIVERY

- 10.1 The Managing Partner is responsible to ensure that the Regional Fire Rescue Services provides Fire and Rescue Services to the Municipalities in accordance with the following terms and conditions:

- a. provide Emergency Response Services to the Municipalities on a year-round, 24 hours per day, seven (7) days per week basis in accordance with the Standard Operating Guidelines and with the Level of Service;
- b. provide Fire Services as deemed reasonable and prudent;
- c. maintain adequate levels of properly trained and skilled Members and Equipment to provide Fire and Rescue Services to the Municipalities in accordance with the Standard Operating Guidelines and at the Level of Service;
- d. obtain and maintain in good standing all necessary licenses, permits, insurance coverage and other authorizations in order to permit it to carry out its obligations pursuant to this Agreement;
- e. at all times comply with all statutes, regulations and bylaws applicable to the Regional Fire Rescue Services, the provision of Fire and Rescue Services and affecting the Managing Partner's Members engaged in carrying out its obligations pursuant to this Agreement including, but not limited to, the Standard Operating Guidelines and the Level of Service;
- f. maintain coverage under the *Workers' Compensation Act*, R.S.A. 2000, c.W-15 for all Members in accordance with that Act;
- g. comply with Occupational Health & Safety requirements including but not limited to the Work Safe Alberta Bulletin "A Code of Practice for Firefighters";
- h. ensure that all Equipment utilized to provide Fire and Rescue Services is properly serviced and maintained on a regular basis;
- i. keep and cause its Members to keep confidential the nature of all Response Calls and all matters involving Confidential Information arising out of the provision of Fire and Rescue Services;
- j. not make any public statements nor communicate with the media with respect to the provision of Fire and Rescue Services without first discussing the information to be made public with the Managing Partner CAO; and
- k. provide a copy of all fire inspections conducted in a Municipality to that Municipality.

- 10.2 The Municipalities not designated as Managing Partner are responsible to:

- a. provide, in a timely manner, the Managing Partner with copies of all applicable

- bylaws, as such bylaws may be amended or replaced from time to time;
- b. design and maintain a coordinated comprehensive map system including a location code reference system in consultation with the Managing Partner;
 - c. use best efforts to educate their residents as to the appropriate manner of making an Emergency Response Call, including name, location code reference, and any other information appropriate to the circumstances or request;
 - d. use all reasonable efforts to ensure that proper road signage is in place and maintained from which the Regional Fire Rescue Services can take direction en route to an Emergency Response Call;
 - e. provide the Regional Fire Chief with a copy of the Fire Safety Plan required by the current fire code, currently pursuant to Subsection 2.8.2 of the *National Fire Code Alberta Edition 2019*, for any municipally owned building located within that Municipality's jurisdiction;
 - f. use best efforts to provide the Regional Fire Chief with the following detailed information, to the extent that the Municipality has actual knowledge of such information:
 - i. suitability and location of water supply for Emergency Response Calls involving a Fire;
 - ii. access routes;
 - iii. location of buildings or other structures on or at which hazardous substances are used or stored including the nature of the hazardous substances;
 - iv. any other land use or occupancy information that may increase the demand for, or the level of risk for Emergency Response Calls involving a Fire;
 - v. any changes in land use, occupancy or Area Structure Plans or proposed Area Structure Plans which may increase the demand for or the level of risk for Emergency Response Calls involving a Fire; and
 - vi. applications for development or subdivision approval within the Service Area, including multi-residential, institutional, commercial and industrial, that may increase the demand for, or the level of risk for Emergency Response Calls involving a Fire.

11 ARTICLE 11 - COST SHARING

- 11.1 Not later than January 30 for each year, the Managing Partner shall issue requisitions to each Municipality outlining all of the Municipalities' funding obligations for that calendar year in accordance with Article 9.4e.
- 11.2 The Managing Partner shall use its best efforts to provide by February 28 for each year a reconciliation based on actual Capital Costs and Operating Costs to each Municipality of the actual Operating Costs and, Capital Costs and third party revenue for the provision of Fire and Rescue Services, and specify each Municipality's remaining funding obligations for the previous calendar year. In the event that the Managing Partner is unable to provide the reconciliation by February 28, the Managing Partner shall provide, by March 15, an estimate of the actual Operating Costs, Capital Costs and third party revenue.

- 11.3 No later than June 30 of each year, each Municipality must pay the Managing Partner 50% of that Municipality's Allocation Proportion for that year.
- 11.4 No later than thirty days after receiving the reconciliation set out in Article 11.2, each Municipality must pay the remaining amount of its funding obligation for the previous calendar year.
- 11.5 Notwithstanding anything in the Agreement, each Municipality not designated as Managing Partner shall promptly pay their Allocation Proportion to the Managing Partner in accordance with Article 11.3 and Article 11.4.
- a. If a Municipality not designated as Managing Partner disputes its Allocation Proportion, or any part of it, the Municipality shall remit the full amount of the Allocation Proportion to the Managing Partner.
 - b. The disputed amount shall then be subject to the Dispute Resolution provisions contained in Article 14.
 - c. If at the conclusion of the Dispute Resolution process set out in Article 14, it has been agreed or determined that the disputing Municipality has paid an excess above the required amount of its Allocation Proportion, such excess amount shall promptly be reimbursed by the Managing Partner.
 - d. For greater certainty, it is agreed and acknowledged that a Municipality not designated as Managing Partner shall not hold back or deduct any amounts from its Allocation Proportion.
- 11.6 If any Municipality fails to pay any of its funding contributions as required under this Agreement and has not submitted a dispute as to its Allocation Proportion for resolution under Article 14, then the following shall apply:
- a. while the Allocation Proportion remains outstanding, the Municipality that fails to provide its Allocation Proportion in accordance with this Agreement shall not be entitled to participate in any decisions about the Regional Fire Rescue Services as contemplated in this Agreement and the other Municipalities shall be entitled to deal with the Regional Fire Rescue Services as they deem appropriate without the involvement of the defaulting Municipality; and
 - b. within thirty (30) days of receiving written notice of default by the Managing Partner, unless the Municipality pays its full Allocation Proportion amount within this thirty (30) day period, the Municipality which fails to provide its Allocation Proportion in accordance with this Agreement shall transfer its interest in jointly funded Equipment to the other Municipalities on a pro-rata basis, without compensation.

12 ARTICLE 12 – INDEMNITY AND FORCE MAJEURE

- 12.1** The Municipalities shall be liable to and shall indemnify and hold harmless each other and their respective mayors, reeves, councillors, officers, employees, contractors, subcontractors, consultants, advisors, insurers, volunteers, agents, representatives, permitted successors and assigns (each an "Indemnified Party") from and against any and all claims, demands, actions, causes of action, obligations, damages, losses, deficiencies, costs, liabilities and expenses (including all reasonable legal fees on a solicitor and own client basis), disbursements, fines,

penalties, suits, proceedings, remediation and clean-up costs, third party claims, governmental claims, strict liability claims and demands of whatever nature (including without limitation, bodily injury or loss of or damage to property) (the “Claim”) whether arising in contract, tort (including without limitation to negligence and occupiers' liability) any other legal theory, or in equity, suffered by, imposed upon, sustained or asserted against any Indemnified Party as a result of, in respect of, arising out of, or related to:

- a. any breach, violation, deficient performance or non-performance of any provision of this Agreement;
- b. any loss of life or bodily injury to any person that is related, directly or indirectly, to the obligations of the Municipalities under of this Agreement;
- c. any breach or contravention of any applicable laws, policies or regulations that is related, directly or indirectly, to the obligations of the Municipalities under of this Agreement;

except where the Claim arises due to a negligent or willful act or omission by a Municipality or any other person for whom the Municipality is responsible at law (including without limitation, its invitees and licensees) that is related, directly or indirectly, to the obligations of the Municipalities under this Agreement.

12.2 The Municipalities who are not designated as Managing Partner shall be liable to and shall indemnify and hold harmless the Managing Partner, its mayor, reeve, councillors, officers, employees, contractors, subcontractors, consultants, advisors, insurers, volunteers, agents, representatives, successors and assigns from and against any and all claims, demands, actions, causes of action, obligations, damages, losses, deficiencies, costs, liabilities and expenses (including all reasonable legal fees on a solicitor and own client basis), disbursements, fines, penalties, suits, proceedings, remediation and clean-up costs, third party claims, governmental claims, strict liability claims and demands of whatever nature (including without limitation, bodily injury or loss of or damage to property), (the “Claim”) whether arising in contract, tort (including without limitation to negligence and occupiers' liability) any other legal theory, or in equity, suffered by, imposed upon, sustained or asserted against any Indemnified Party as a result of, in respect of, arising out of, or related to:

- a. any breach, violation, deficient performance or non-performance of any provision of this Agreement, including without limitation, Article 9 and Article 10;
- b. any loss of life or bodily injury to any person that is related, directly or indirectly, to the obligations of the Managing Partner under of this Agreement;
- c. any breach or contravention of any applicable laws, policies or regulations that is related, directly or indirectly, to the obligations of the Managing Partner under of this Agreement;

except where the Claim arises due to a negligent or willful act or omission by the Managing Partner or any other person for whom the Managing Partner is responsible at law (including without limitation, its invitees and licensees) that is related, directly or indirectly, to the obligations of the Municipalities under this Agreement.

12.3 The Municipalities acknowledge and agree that all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind any of the Municipalities may sustain, pay or incur or which may be brought or made

against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, or arising as a direct or indirect result of or in connection with the performance or failure to perform of any of the Municipalities' obligations pursuant to this Agreement shall be shared by the Municipalities on the agreed Allocation Proportion basis.

12.4 Despite Article 12.3, the Municipalities are not obligated to indemnify a Municipality where the Claim arises due to that Municipality's negligent or willful act or omission or any other person for whom that Municipality is responsible at law (including without limitation, its invitees and licensees) that is related, directly or indirectly, to the obligations of the Municipality under this Agreement.

12.5 Articles 12.1 to 12.4 survive the expiration or earlier termination of this Agreement.

Force Majeure

12.6 A Party shall not be considered in breach of this Agreement or under any liability to the other Party for non-performance, part performance, defective performance or delay in the performance of its obligations under this Agreement, as a result of an event of Force Majeure, which means an event which is directly or indirectly caused by or is a result of any circumstance beyond the Party's reasonable control, including but not limited to:

- a. acts of God,
- b. outbreak of hostilities, riots, civil disturbance, acts of terrorism,
- c. acts of a government or other authority (that is not caused by an error, omission or breach of law of the Party) and which are resisted by the Party using lawful and reasonable means,
- d. fire, explosion, flood, fog or bad weather,
- e. power failure or failure of communication lines,
- f. theft, malicious damage, strike, lock-out or industrial action of any kind,
- g. pandemic or unusual disease outbreak, or
- h. labour shortages in the Alberta market for personnel (if the Party seeking to invoke the benefit of this article offers reasonable compensation and terms to employees),

but in no event shall a lack of funds be an event of Force Majeure for a Party.

12.7 Despite the relief granted by Article 12.6, the Party who invokes the benefit of that article shall nevertheless endeavour, acting reasonably, in any situation to perform its obligations to the extent possible and as soon as possible.

12.8 A Party shall not be entitled to relief under Article 12.6 in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations by any default on its part.

- 12.9 In the event a Party wishes to invoke the benefit of Article 12.6, that Party shall promptly notify the other Party in writing of the reasons and the likely duration of the period during which there will be non-performance, part performance, defective performance or delay in the performance of its obligations.
- 12.10 Immediately the circumstances giving rise to the event of Force Majeure cease, the Party who has invoked the benefit of Force Majeure must notify the other Party of the cessation.

13 ARTICLE 13 - INSURANCE

- 13.1 During the Term of this Agreement, including any renewal, the Managing Partner will obtain and maintain with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta a liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TEN MILLION (\$10,000,000.00) DOLLARS for any one occurrence (unless otherwise specified) and must include:
- a. the other Municipalities as Additional Insureds;
 - b. a Cross Liability Clause;
 - c. a broad form Contractual Liability Clause;
 - d. non-owned Automobile Liability extension which incorporates:
 - i. "Contractual Liability Endorsement S.E.F.96"; and
 - ii. "Legal Liability for Damage to Hired Automobile Endorsement";
 - e. a third party general commercial liability insurance policy for bodily injury (including death) and property damage;
 - f. Automobile liability coverage insuring against bodily injury (including death) and property damage liability arising from the use and operation of all vehicles owned, licensed or leased by the Managing Partner and used in the performance of Fire and Rescue Services (including liability for Equipment if not contemplated by the Commercial Liability above) with not less than a FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence limit; and
 - g. All Risk Property insurance policy covering the full replacement value of all Property owned by the Managing Partner.
- 13.2 All insurance policies must include provision for the Town and Village to be given not less than THIRTY (30) days' prior written notice of any cancellation or material change of the insurance policy.
- 13.3 Each Municipality must insure their respective firehalls and other related buildings.
- 13.4 Each Municipality must insure their own contents, regardless of where such contents are located.

14 ARTICLE 14 - DISPUTE RESOLUTION

- 14.1 The Problem Resolution Guidelines principles set out in the September 13, 2013 "Stronger Together" Agreement shall guide the Municipalities in all dispute resolution matters.
- 14.2 Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:

- a. The Municipalities agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration promptly and in an amiable manner by direct negotiations between the Parties.
- b. The Municipalities shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms, including without limitation, the obligation to remit to the Managing Partner its Allocation Proportion as required by Article 11.
- c. Initially, the dispute shall be referred to the respective CAOs of the Municipalities. The CAOs shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration.
- d. If a dispute cannot be resolved by the Municipalities by mutual agreement within a time period that is reasonably satisfactory to the Party raising the issue under consideration, any Party may submit the dispute for mediation. Any Party may, on notice to the other parties, request that mediation take place and the parties shall select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with representatives of the Parties. During the mediation process, no action will be taken by either Party to commence or continue arbitration proceedings under this Agreement. The cost of the mediator will be equally shared by the Parties, unless otherwise agreed to. Any mediation which takes place will be strictly confidential. No proposal or concession made by any Party in the course of mediation may be used by the Parties in any subsequent proceedings. The mediator may not be called by any Party as a witness in any subsequent proceedings.
- e. Should mediation fail to result in a resolution of the dispute within ninety (90) days after the Parties initially attempted to mediate the dispute, any Party may submit the dispute for arbitration as provided for below. The determination arising out of the arbitration process shall be final and binding upon the Parties.
- f. Arbitration shall be conducted in accordance with the following process:
 - i. The arbitration shall be carried out by a single arbitrator;
 - ii. If the Parties cannot agree on a mutually acceptable arbitrator, each Municipality shall produce a list of three (3) candidate arbitrators. In the event there is agreement on an arbitrator from the candidate list, arbitration will proceed using that arbitrator. If an arbitrator cannot be agreed upon or is not found, the Municipalities shall request the Alternative Dispute Resolution Institute of Alberta to make the selection of an appropriate arbitrator, and the Municipalities shall be bound by such selection;
 - iii. The proceedings before the arbitrator shall be in writing only consisting of relevant documents and written submissions. The arbitrator shall not issue written reasons. The arbitrator's decision shall be final and binding.
 - iv. The arbitrator shall determine which Municipality shall bear the costs of the arbitration; and
 - v. Except as modified herein, the provisions of the *Arbitration Act*, R.S.A. 2000, c. A-43 shall govern the arbitration process.
- g. Where the disputed amount has been assessed by the Managing Partner, acting

reasonably, to equal or exceed one hundred thousand dollars (\$100,000.00), Article 14.2f.iii shall not apply. In such case any Municipality that is party to the dispute may elect to have the arbitration conducted as an oral hearing, including without limitation, oral evidence, cross-examination and oral and written submissions. The arbitrator shall issue written reasons for decision, and the decision shall be final and binding. The remainder of Article 14.2f shall continue to be applicable to the arbitration.

15 ARTICLE 15 - NOTICES

15.1 All notices sent pursuant to the terms of this Agreement shall be served by one of the following means:

- a. personally, by delivering it to the parties on whom it is to be served at the address set out herein, provided that such delivery shall be made during normal business hours (8:30 a.m. - 4:30 p.m. on a normal business day excluding weekends and statutory holidays). Personally delivered notice shall be deemed received when actually delivered as set out above;
- b. by fax, e-mail or by any other like electronic method by which a written message may be sent, directed to the parties upon whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - i. upon transmission with answer back confirmation if received within the normal hours of the business day; or
 - ii. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof if not received within the normal hours of the business day; or
- c. by single registered mail in a prepaid envelope. Notice shall be deemed received five (5) days after mailing. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of the postal interruption shall be deemed to have been received unless actually received.

15.2 Notices shall be sent to the following addresses:

a. To the County:

Clearwater County
P.O. Box 550
4340-47 Avenue
Rocky Mountain House, AB
T4T 1A4
Fax No.: (403) 845-7330
E-Mail: admin@clearwatercounty.ca
Attention: Chief Administrative Officer

b. To the Town:

Town of Rocky Mountain House
P.O. Box 1509
Rocky Mountain House, AB

T4T 1B2
Fax No.: (403) 845-3230
E-Mail:town@rockymtnhouse.com
Attention: Chief Administrative Officer

c. To the Village:

Village of Caroline
5004-50 Avenue
Caroline, AB
TOM OMO
Fax No.: (403) 722-4050
E-Mail: info@villageofcaroline.com
Attention: Chief Administrative Officer

16 ARTICLE 16-CONFIDENTIALITY

- 16.1 Each Municipality shall:
- a. hold and shall cause all of its elected officials, employees, volunteers, contractors and agents to hold all Confidential Information in strict confidence,
 - b. comply with and require its elected officials, employees, volunteers, contractors and agents to comply with all applicable privacy legislation including but not limited to the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000 c. F-25, and
 - c. not disclose any Confidential Information to any third party during or after the Term or termination of this Agreement.
- 16.2 The obligations set out in Article 16.1 apply to any and all Confidential Information except that which is:
- a. required to be disclosed at law;
 - b. in the public domain or of which the Municipality becomes aware, not involving a breach by it or the person informing them of a confidentiality obligation provided that such use is not prohibited by or in any way contravenes any applicable legislation, including but not limited to the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000 c. F-25, or
 - c. provided by the Municipality in confidence to its financial or legal advisors.

17 ARTICLE 17-TERMINATION

- 17.1 If any Municipality wishes to terminate its participation in this Agreement (the "**Terminating Municipality**"), the Terminating Municipality shall provide a minimum of three hundred sixty-five (365) day, written notice of termination to the other Municipalities.
- 17.2 In the event that the Town or the Village terminates its participation in this Agreement in accordance with Article 17.1:

- a. all costs associated with that Municipality's termination of its participation in this Agreement including but limited to resulting termination or transition of Regional Fire Rescue Services Members and other related personnel shall be shared between the Municipalities in accordance with the Allocation Proportion;
 - b. all Equipment owned exclusively by the terminating Municipality, including but not limited to the Equipment set out in Schedule "C", shall remain exclusively with the terminating Municipality;
 - c. the Allocation Proportion shall be re-calculated as between the remaining Municipalities and this Agreement shall be amended in writing accordingly; and
 - d. the remaining Municipalities shall reimburse the terminating Municipality for its monetary capital and equipment contribution towards jointly funded Equipment calculated on fair market value as of the effective date of termination on the basis of the re-calculated Allocation Proportion.
 - e. If the terminating Municipality is the County, the County will obtain one quote from a certified appraiser for the Equipment in the Town and Village stations, to establish fair market value and give the Town and Village first right of refusal to purchase said Equipment.
- 17.3 In the event of termination of participation in this Agreement by two or more Municipalities or if the County terminates its participation in this Agreement:
- a. this Agreement shall be terminated in its entirety, effective immediately, or at such other time as shall be agreed to by each Municipality in writing;
 - b. all costs associated with the termination of this Agreement including but limited to termination or transition of Regional Fire Rescue Services Members and other related personnel shall be shared between the terminating Municipalities. All Equipment owned or funded exclusively by any one of the Municipalities, including but not limited to the Equipment set out in Schedule "C", shall remain with that Municipality;
 - c. all jointly funded Equipment, including but not limited to the Equipment set out in Schedule "C", shall retain their proportionate contribution and the value of the Equipment shall be negotiated between the Municipalities pursuant to Article 8.
 - d. Article 8.8 applies to jointly funded Equipment operating out of Station #60.
- 17.4 In the event that the Municipalities cannot reach agreement on what constitutes fair market value in relation to the Equipment for the purpose of this Article 17, the Article 8 appraisal process shall be followed, having regard to the provisions of Article 8.
- 17.5 Any Municipality which terminates its participation in this Agreement in accordance with Article 17.1 remains obligated to provide its Allocation Proportion for the termination period in which notice of termination was given.
- 17.6 A terminating Municipality shall not participate in the budget discussions nor decisions for the year prior to the effective date of termination.

18 ARTICLE 18 - GENERAL

- 18.1 The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement nor any provision hereof.
- 18.2 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions of this Agreement and its covenants shall be construed to be joint and several when applicable to more than one Party.
- 18.3 This Agreement shall not be assignable from any Municipality to any other Municipality, person, firm or corporation without the prior written consent of the other Municipalities, which consent will not be unreasonably withheld.
- 18.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 18.5 This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta.
- 18.6 A reference to a statute or regulation in this Agreement means the statute or regulation as it is amended or replaced from time to time.
- 18.7 No consent or waiver, express or implied, by any Party to or of any breach or default by the other Party in the performance of the other Party or parties of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such Party. Failure on the part of any Party to complain of any act or failure to act of the other Party or parties or to declare the other Party or parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.
- 18.8 If any term, covenant or condition of this Agreement or the application of it to any Party or circumstance shall be invalid or unenforceable to any extent, the remainder of the Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall remain valid and enforceable.
- 18.9 There are no conditions to this Agreement, either subsequent nor precedent, except as set forth herein. This Agreement and the attached Schedules "A", "B" and "C" constitute the entire agreement relating to Fire and Rescue Services between the parties.
- 18.10 This Agreement may be altered or amended from time to time by the mutual consent of all Parties. A record of any such amendment shall be in writing and a copy thereof shall bear the signatures of the Parties and shall be attached to and form part of this Agreement.
- 18.11 The Parties covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time to carry out the

terms and conditions of this Agreement in accordance with their true intent.

18.12 The Parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper offices in that behalf on the day and year first written above.

TOWN OF ROCKY MOUNTAIN HOUSE

CLEARWATER COUNTY

Per: _____

Per: _____

Per: _____

Per: _____

VILLAGE OF CAROLINE

Per: _____

Per: _____

SCHEDULE "A"
ALLOCATION PROPORTION

ALLOCATION PROPORTION FOR OPERATING COSTS

75.75% County

23.25% Town

1% Village

**After two (2) years from the date of commencement of the Term of this Agreement, or upon the amalgamation of the County and the Village, whichever occurs first, the allocations shall be:

77% - County

23% - Town

ALLOCATION PROPORTION FOR CAPITAL COSTS

Station #10 (Leslieville)	100% County
Station #20 (Condor)	100% County
Station #30 (Caroline)	2% Village and 98% County
Station #50 (Nordegg)	100% County
Station #60 (Rocky)	50% County and 50% Town
Station #90 (Headquarters)	75.75% County 23.25% Town 1% Village

**After two (2) years from the date of commencement of the Term of this Agreement, or upon the amalgamation of the County and the Village, whichever occurs first, the allocations shall be:

77% - County

23% - Town

**SCHEDULE “B”
SERVICE TYPES AND SERVICE LEVELS**

Service Type	Level of Service	Training Required	Trained Members Required	Major Capital Equipment Required
Fire Suppression				
		Blue Card for officers		
Structure	Technician	1001-L1/1002 / L-180 / ICS 100	all (100)	Fire Engines, Tenders, Aerial, SCBA
Brush/Grass	Technician	1051-L1/1002/UTV	all	Wildland Units, Tenders, Portable pumps, Side by Sides
Wild land / Urban Interface	Technician	1051-L1/WUI Ops/UTV	all	Wildland Units, Tenders, Portable pumps, Side by Sides
Motor Vehicle	Technician	1001-L2/1002	all	Equipment listed above
Oil & Gas Well / Pipeline	Awareness	1001-L2/1002	all	
Rescue				
		Blue Card for officers		
Motor Vehicle Collision	Technician	1001-L2	all	Rescue units, Hydraulic Tools, Edraulic Tools,
Motor Vehicle Collision (Heavy)	Technician	AVEA Adv. Ex.	35	Heavy Hydraulic Tools, Struts, Specialized equipment
Domestic Rescue	Technician			Equipment listed above
Drone Search	Technician	Adv. RPAS	10	Drones
Ice Rescue	Technician	Ice Tech.	35	Ice Rescue Suites, Rigging, Ropes
Water Rescue	Technician	Swift Tech/Jet Boat/MED A3	35	Boat, Dry Suites, Rigging, Ropes
Technical Rope Rescue Low Angle	Technician	Rope Tech.	35	Ropes, and Rigging
Farm (i.e. grain bin, equipment)	Operations	AVEA Farm Ex./UTV	35	Heavy Rescue Equipment, but also Grain Bin rescue equipment
Industrial Emergency (oil & gas)	Awareness	1001-L1	all	Equipment listed above
Power lines Down/Electrical	Awareness	1001-L1	all	Equipment listed above
Confined Space Rescue	Awareness	1001-L1	all	Equipment listed above
Medical Response				
First Medical Response (i.e. dispatched to cardiac arrest)	Operations FMR level	SFA/BLS (MFR Pro.)	all	Equipment listed above
Hazardous Materials				
		Blue Card for officers		
Dangerous Goods (transport)	Operations	1072-Ops	all	SCBA, Decontamination
Odour Complaints (oil & gas)	Awareness	1072-Ops	all	Equipment listed above
Alarms (i.e. CO2)	Operations	1072-Ops	all	Equipment listed above
Fuel Spills	Operations	1072-Ops	all	Equipment listed above
Investigations & Inspections				
Fire Investigation	Technician	1033/SCO	7 (HQ)	
Fire Inspections	Technician	1031/SCO	7 (HQ)	
Public Education				
School Tours of Halls	Technician	1001-L2	all	
Events (i.e. Safety Day)	Technician	1001-L2	all	
	Level able to release as per Duty Chief Officer			Equipment listed above
Mutual Aid Responses				

Awareness level: Responders will recognize risks and hazards secure the area and call for trained assistance.

Operations level: Responders will take defensive action to contain and control the incident and seek assistance from outside agencies equipped to mitigate the incident.

Technician level: Responders will initiate offensive action to bring the incident under control and to an end.

**SCHEDULE "C"
EQUIPMENT LIST**

Station	Year Purchased	Original Cost	County Funded	Town Funded	Village Funded
Station #90 - Head Quarters					
913 Engine	1996	179,974.00	179,974.00	0	0
900 Command Unit	2018	75,106.51	35,675.59	35,675.59	3,755.33
901 Command Unit	2013	64,861.30	30,809.11	30,809.11	3,273.08
902 Command Unit	2014	65,300.59	31,017.78	31,017.78	3,265.03
903 Command Unit	2016	72,997.77	34,673.94	34,673.94	3,649.89
904 Command Unit	2013				0.00
906 Command Unit	2011	56,901.26	56,901.26	0	0.00
908 Command Unit	2007		0.00	RMH	
607 Water Rescue Boat and Trailer	2019	90,000.00	90,000.00	0	0.00
911 Mobile Command Post	2010	51,226.74	51,226.74	0	0.00
910 Resource Trailer - Hazmat Cascade System	2011	6,888.84	6,888.84	0	0.00
912 WUI Trailer	2014	5,000.00	5,000.00	0	0.00
914 Training Props Trailer	2013	12,500.00	5,938.00	5,938.00	625.00
915 Public Education Trailer					
Safety House					
P25 AFFRCS Radios					
BA Compressors					
SCBA					
Hydraulic Tools Set					
Grain Bin Rescue Equipment					
General (i.e. pressure washers, pumps)					
Fire Training Props					
All Weather Drone					
Station #60 - Rocky Station					
604 Aerial	2003	669,288.00	0	669,288.00	0
613 Rescue/Pump	2017	618,057.00	618,057.00	0	0
601 Engine	2017	580,648.05	580,648.05	0	0
602 Tender	2002	135,206.00	135,206.00	0	0
600 Certified Brush Engine	2008	150,000.00	0.00	150,000	0
606 UTV		0.00			
606T UTV Trailer		0.00			
Station #20 - Condor Station					
203 Rescue	2010 (2008 model)	129,711.29	129,711.29	0	0
202 Tender	2006	180,836.00	180,836.00	0	0
200 Certified Brush Engine	2003	209,912.00	209,912.00	0	0
206 UTV	2012	22,723.00	22,273.00	0	0
203T Heavy Rescue Trailer	2018	5,000.00	5,000.00	0	0
206T UTV Trailer	2012	3,214.00	3,214.00	0	0

Station	Year Purchased	Original Cost	County Funded	Town Funded	Village Funded
Station #10 - Leslieville Station					
103 Light Rescue	2006	162,781.00	162,781.00	0	0
102 Tender	2002	145,648.00	145,648.00	0	0
101 Engine	2019	615,000.00	615,000.00	0	0
100 Light Brush Truck	2015	213,236.00	213,236.00	0	0
Station #30 - Caroline Station					
303 Rescue	2006	135,495.00	135,495.00	0	0
313 Rescue/Pump	2019	725,000.00	725,000.00	0	0
301 Engine	2001	220,627.00	220,627.00	0	0
302 Tender	2003	135,206.00	135,206.00	0	0
300 Light Brush Truck	2012	198,035.86	198,035.00	0	0
306 UTV	2015	18,985.00	18,985.00	0	0
306T UTV Trailer	2012	2,000.00	2,000.00	0	0
Station #50 - Nordegg Station					
513 Rescue Pump	2008	388,643.00	120,000.00	268,643.00	0.00
502 Tender	2009	286,754.00	286,754.00	0	0
500 Light Brush Truck	2009	187,475.00	187,475.00	0	0
506 UTV	2012	22,723.00	22,723.00	0	0
506T UTV Trailer	2012	3,214.00	3,214.00	0	0

The list above represents all equipment purchased prior to the Effective Date of this Agreement.

BYLAW NO. 1028/17

Being a Bylaw of Clearwater County in the Province of Alberta to establish the Regional Fire Rescue Services Committee.

WHEREAS the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended, provides that a Council may by bylaw establish council committees and prescribe the procedure and conduct of the council committee and members of the council committee;

AND WHEREAS the Council for Clearwater County considers it appropriate to establish the Regional Fire Rescue Services Committee for the purpose of reviewing fire service policies and budgets and making recommendations to Council;

NOW THEREFORE the Council of Clearwater County, in the Province of Alberta, duly assembled, and pursuant to the authority conferred upon it by the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, enacts as follows:

1. TITLE

1.1 This bylaw shall be known as "The Regional Fire Rescue Services Advisory Committee Bylaw".

2. PURPOSE OF BYLAW

2.1 The purpose of this Bylaw is to govern the establishment and regulation of the Regional Fire Rescue Services Advisory Committee and define the Regional Fire Rescue Service Advisory Committee's purpose and function.

3. DEFINITIONS

3.1 In this Bylaw:

- (a) "**Administration**" means the County Chief Administrative Officer or an individual employed by the County;
- (b) "**Administrative Representative**" means the member(s) of Administration appointed to assist the Committee by the County Chief Administrative Officer as contemplated within Section 18;
- (c) "**Agreement**" means the Inter-municipal Regional Fire Rescue Services Agreement entered into by the Municipalities;
- (d) "**CAO Administrative Team**" means an administrative team consisting of the Chief Administrative Officers of Clearwater County, the Town of Rocky Mountain House and the Village of Caroline that is established to act in an advisory and administrative capacity to the Committee;
- (e) "**Chair**" means the Member who has the authority to preside at a Meeting;
- (f) "**Chief Administrative Officer**" or "**CAO**" means that individual appointed by Council into the position of Chief Administrative Officer for the County in accordance with the *Municipal Government Act*;
- (g) "**Committee**" means the Regional Fire Rescue Services Advisory Committee;
- (h) "**Council**" means the County Council;
- (i) "**Councillor**" means a member of Council and includes the Reeve;
- (j) "**County**" means Clearwater County;

- (k) **"Fire Services"** means the provision of fire prevention, firefighting, fire suppression, fire education and rescue services within the Municipalities;
- (l) **"Meeting"** means an organizational, regular or special meeting of the Committee;
- (m) **"Member"** means a Member of the Committee;
- (n) **"Municipalities"** means collectively the County, Town and Village;
- (o) **"Municipal Government Act"** means the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended from time to time;
- (p) **"Organizational Meeting"** means the organizational meeting of Council as required under the *Municipal Government Act*;
- (q) **"Procedure Bylaw"** means Clearwater County Bylaw No. 954/12 "The Procedures Bylaw", as such Bylaw may be amended or replaced from time to time;
- (r) **"Quorum"** means three (3) voting Members with at least one (1) voting Member in attendance at the Committee Meeting from the County and the Town;
- (s) **"Reeve"** means the Chief Elected Official of the County pursuant to the *Municipal Government Act*;
- (t) **"Regional Fire Chief"** means that individual appointed as Regional Fire Chief by the County;
- (u) **"Regional Fire Rescue Services"** means the Fire Services department operated by the County;
- (v) **"Special Meeting"** is a Meeting other than a regularly scheduled Meeting called by the Chair in accordance with the *Municipal Government Act* and this Bylaw;
- (w) **"Standard Operating Procedures or "SOPs"** means the County Standard Operating Procedures;
- (x) **"Town"** means the Town of Rocky Mountain House;
- (y) **"Vice-Chair"** means the Member who has the authority to preside at a Meeting in the absence of the Chair; and
- (z) **"Village"** means the Village of Caroline.

4. ESTABLISHMENT OF THE COMMITTEE

- 4.1 The Regional Fire Rescue Service Advisory Committee is established with the purpose and function of the Committee as set out in this Bylaw.
- 4.2 The Committee shall be responsible and accountable only to the respective Councils of the County, Town and Village.

5. PURPOSE AND FUNCTION OF THE COMMITTEE

- 5.1 The Committee is a review, advisory and recommending body only and neither the Committee nor the Members shall be involved in administrative or operational matters relating to the Regional Fire Rescue Service, provision of Fire Services or the Regional Fire Chief.
- 5.2 The purpose and function of the Committee is as follows:

- (a) review existing and proposed policies relating to the provision of Fire Services within the Municipalities and make recommendations to the Councils of the Municipalities with respect to updating, amending or replacing the Municipalities' respective policies including but not limited to the Level of Service,
- (b) prior to November 1 of each year, review the draft Regional Fire Rescue Services operating and capital budget prepared by the CAO Administrative Team and make recommendations to the Councils of the Municipalities with respect to the approval of the operating and capital budgets,
- (c) review, prioritize and recommend proposed capital purchases;
- (d) develop and review plans with respect to the effective and coordinated delivery of Fire Services within the Municipalities and make recommendations to the Councils of the Municipalities with respect to delivery of Fire Services,
- (e) review the Fire Service levels being provided by the Regional Fire Rescue Service to the Municipalities and make recommendations to the Councils for the Municipalities;
- (f) facilitate the terms of the Agreement;
- (g) provide direction to the CAO Administrative Team,
- (h) review the Municipalities' Fire Service bylaws and make recommendations to the respective Councils of the Municipalities;
- (i) review Fire Service fees and charges and make recommendations to the Councils for the Municipalities;
- (j) review of agreements for goods and services related to the provision of Fire Services having an estimated value in excess of \$10,000.00 and make recommendations to the Councils for the Municipalities;
- (k) review proposed grant requests and make recommendations to the Councils for the Municipalities; and
- (l) such other function as may be directed by Councils.

5.3 Neither the Committee nor any Member has the authority to:

- (a) pledge the credit or course of action of the Municipalities, or any one of them, or enter into any agreement on behalf of the Committee or the Municipalities, or any one of them,
- (b) authorize any expenditure to be charged against the Municipalities, or any one of them, without prior approval by the Councils,
- (c) pass bylaws, or
- (d) act administratively or in an operational capacity.

6. CAO ADMINISTRATIVE TEAM

6.1 The CAO Administrative Team shall consist of the CAOs for the County, Town and Village.

6.3 The CAO Administrative Team shall be responsible and accountable to the Committee.

6.4 The CAO Administrative Team shall meet as the CAOs deem necessary to fulfill the purpose and function of the CAO Administrative Team set out in Part 7.

7. PURPOSE AND FUNCTION OF THE CAO ADMINISTRATIVE TEAM

7.1 The CAO Administrative Team is to responsible to provide administrative support to the Committee and Municipalities including:

- (a) no later than September 1 of each year, recommend a draft Regional Fire Rescue Services operating and capital budget for review by the Committee,
- (b) no later than September 1 of each year, review a summary of all Fire Services provided to the Municipalities in the previous twelve (12) months including but not limited to number and nature of call-outs, response times, incidents involving injury or death of Regional Fire Rescue Services Members, and such further and other information as may be requested by the Committee,
- (c) advising the Committee of any changes to applicable Federal, Provincial or Municipal legislation, regulations, codes, guidelines, procedures, or bylaws impacting the provision of Fire Services,
- (d) providing advice, research, information and expertise in regard to municipal, Fire Services, legislative, regulatory, budgetary and policy relative to the issues being considered by the Committee,
- (e) providing administrative recommendations as required by the Committee,
- (f) prepare grant funding applications for review and approval by the relevant Municipal Council(s),
- (g) review and make recommendations to the Committee and the CAO's respective Municipal Councils with respect to Fire Service delivery models,
- (h) review, develop and make recommendations to the Committee and the CAO's respective Municipal Councils with respect to fire safety plans,
- (i) review and make recommendations to the Committee and the CAO's respective Municipal Councils with respect to Managing Partner Fees,
- (j) review, draft and make recommendations to the Committee and the CAO's respective Municipal Councils with respect to Fire Service bylaws and Standard Operating Guidelines,
- (k) review and make recommendations to their respective Municipal Councils with respect to cost contribution agreements, and
- (l) on not less than an annual basis, providing the Regional Fire Chief with a joint Fire Services performance review with respect to Fire Services provided to the Municipalities by the Regional Fire Rescue Service. The CAO's for the Municipalities which are not designated as the Managing Partner shall submit their reviews in writing and the Managing Partner CAO shall conduct the review with the Regional Fire Chief including the reviews submitted by the other CAO's.

7.2 The CAO Administrative Team shall ensure that appropriate Administrative Representatives fulfill the following roles and responsibilities in relation to the Committee:

- (a) attend Meetings of the Committees;
- (b) set the Committee agenda;
- (c) develop an annual orientation for the Committee;

- (d) maintain an up to date registry of all Committee Members;
 - (e) compile and distribute Committee agendas within timelines established by the CAO Committee;
 - (f) providing procedural support and expertise to Meeting processes, including:
 - i. drafting resolutions;
 - ii. recording formal motions and action items of Committees;
 - iii. ensure outcomes of items are reported back to the Committee; and,
 - iv. ensuring proper procedure is followed; and,
 - (g) prepare written minutes of all Meetings and ensuring that the minutes are distributed to the Members within the timelines established by the CAO Committee.
- 7.3 Any request by the Committee for information or action by will be directed to the County's Chief Administrative Officer.
- 7.4 The Committee may direct the CAO Administrative Team to review a specific issue or issues and make recommendations back to the Committee.
- 7.5 All CAO Administrative Team Members may attend the public portion of all Committee Meetings but shall only attend the in-camera portions of such Meetings when requested by the Committee.

8. MEMBERSHIP

- 8.1 The Committee shall consist of the following voting Members:
- a) Two (2) Councillors and One (1) alternate Councillor appointed by the County;
 - b) Two (2) Councillors and One (1) alternate Councillor appointed by the Town; and
 - c) One (1) Councillor and One (1) alternate Councillor appointed by the Village.
- 8.2 The alternate Councillor Members shall only attend the Committee Meetings in a voting capacity on behalf of their respective municipality where that municipality's appointed Member is temporarily absent. The alternate Councillor Members may attend the Committee Meetings in a non-voting capacity at any time.
- 8.3 The Committee shall consist of the following non-voting Members:
- a) One Administrative Representative appointed by the County;
 - b) One Administrative Representative appointed by the Town; and
 - c) One Administrative Representative appointed by the Village.
- 8.4 Members shall only speak on behalf of the Committee when formally given such authority for a specific defined purpose by the Committee.

9. TERM OF MEMBER APPOINTMENT

- 9.1 Unless otherwise stated in this Bylaw, Council shall appoint Member(s) to the Committee at the Organization Meeting in October in each year for a one year term.
- 9.2 A Member may be re-appointed to the Committee at the expiration of the Member's term.

- 9.3 No Member shall serve on the Committee for more than three (3) consecutive terms, unless authorized by Council where Council determines that extraordinary conditions warrant such an appointment.
- 9.4 Where a Municipality Committee Member position is permanently vacant for any reason, that municipality's Council may appoint a replacement Member for the remainder of the term.
- 9.5 A Member may resign from the Committee at any time by giving written notice to the Chief Administrative Officer. Such resignation is effective upon the date stated within the notice or where no date is provided, then upon the date when the resignation was received by the Chief Administrative Officer.
- 9.6 All Member appointments to the Committee are at the pleasure of Council. Council may remove any Member from the Committee at any time and for any reason.

10. COMMITTEE CHAIR

- 10.1 The Committee Chair:
- (a) will be chosen among the voting Members annually at the first Committee Meeting following the Organizational Meetings of the respective Municipalities;
 - (b) will preside over and be responsible for the conduct of Meetings;
 - (c) may limit any presentation or discussion if the Chair determines such presentation or discussion to be repetitious or in any manner inappropriate;
 - (d) decide all points of order that may arise during the Meetings; and
 - (e) will vote on matters submitted to the Committee unless otherwise disqualified.
- 10.2 In the absence of the Chair, the Vice-Chair shall preside over Meetings and shall exercise all the same powers, duties and responsibilities that the Chair would be entitled to exercise if present.
- 10.3 In the event that both the Chair and the Vice-Chair are absent from the Meeting, the Members shall elect an acting Chair for that Meeting.

11. COMMITTEE MEETINGS

- 11.1 At the first meeting of the Committee following the annual Organizational Meetings of the Municipalities, the Committee shall:
- (a) establish the dates, times and locations for the Committee Meetings; and
 - (b) appoint a Chair and Vice-Chair.
- 11.2 The Committee shall meet not less than three (3) times a year.
- 11.3 Unless procedures for the Committee is otherwise specified in this Bylaw, the Managing Partner Procedure Bylaw shall govern Committee and shall be binding upon all Committee Members, whether Councillors or Administrative Representatives.
- 11.4 In accordance with the ***Municipal Government Act***, a Meeting may be conducted by means of electronic or other communication facilities if:
- (a) notice is given to the public of the Meeting and the way in which it

is to be conducted;

- (b) the facilities enable the public to watch and/or listen to the Meeting at a place specified in that notice and a designated officer is in attendance at that place; and
 - (3) the facilities enable all the Meeting's participants to watch and/or hear each other.
- 11.5 Committee Members participating in a Meeting held by means of electronic or other communication facilities are deemed to be personally present at the Meeting.
- 11.6 The Chair may call a Special Meeting at any time and must do so if three or more Members of the Committee, two or more members of the CAO Administrative Team, or the County appointed Members of the Committee, request in writing that a Special Meeting be called, including a statement of the purpose of the Special Meeting.
- 11.7 Where three or more Members of the Committee, two or more members of the CAO Administrative Team, or the County appointed Members of the Committee request the Chair to schedule a Special Meeting, the Chair shall call such Special Meeting within 14 days of the date upon which the request was made.
- 11.8 Special Meetings may be called on not less than 24 hours' notice to the Members of the Committee, the CAO Administrative Team, and to the public. The notice shall state the time, date, place and the general nature of the business to be transacted at the Special Meeting.
- 11.9 Notice of a Special Meeting to Members must be delivered to an adult person at the Members' home or place of business.
- 11.10 Public notice of a Special Meeting will be given in the manner established in the Procedure Bylaw and in compliance with the ***Municipal Government Act***.

12. ATTENDANCE AT MEETINGS

12. Any Member who is absent from three (3) consecutive regular meetings of the Committee, automatically ceases to be a Member as of the date of the third meeting unless such absence is authorized by resolution of the Committee. Any person who ceases to be a Member due to unauthorized absence is eligible for re-appointment to the Committee in the future but not for the unexpired portion of the term which is forfeited.

13. PROCEEDINGS

- 13.3 All Committee Meetings must be conducted in public except where a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the ***Freedom of Information and Protection of Privacy Act***, R.S.A. 2000 Chapter F-25.
- 13.4 When a Meeting is closed to the public, no resolution may be passed at the Meeting, except a resolution to revert to a Meeting held in public.
- 13.5 If a member of the public wishes to address the Committee on a matter, that individual may make the request to the County Chief Administrative Officer in accordance with the Procedure Bylaw. Written submissions may be made to the Committee in accordance with the Procedure Bylaw.
- 13.6 The Committee may, in its sole discretion, by resolution permit members of the public to address the Committee during a Meeting when the Committee deems that it is appropriate to do so in the

context of the business of the Committee.

- 13.7 The purpose of a Committee is to ensure that its business is dealt with effectively and while members of the public are entitled to attend the public portions of Meetings in order to observe the proceedings, a Meeting is not a public hearing and therefore members of the public do not have a right to speak unless the Committee wishes to hear from them.
- 13.8 Any consent by the Committee to permit a member of the public to speak at a Meeting shall be recorded in the minutes of the Committee.
- 13.9 Any Councillor who is not an appointed Member of a Committee:
- (a) may attend any Committee Meeting;
 - (b) does not have any special right to speak or to address that Committee, and in this respect, shall be treated as a member of the public and is permitted to speak only in accordance with Section 13.8 but may not participate in debate;
 - (c) is not entitled to vote on any issue before the Committee; and
 - (d) only has the right to attend any portion of the Committee Meeting which is closed to the public where that Councillor is appointed as an alternate Member by his/her municipality and may only engage in discussion where the Councillor is acting in the active role of the alternate Member due to the absence of the appointed Member.
- 13.10 All discussion at a Committee Meeting is directed through the Chair.

14. QUORUM AND VOTING

- 14.1 A Meeting shall only proceed when the Committee has Quorum. Quorum means three (3) voting Members with at least one (1) voting Member in attendance at the Committee Meeting from each of the member Municipalities;
- 14.2 The majority vote of those Members present and voting at a Meeting constitutes the decision of the Committee.
- 14.3 Each Member present at a Meeting must vote on every motion, unless the Member is required or permitted to abstain from voting under the **Municipal Government Act** or the provisions of this Bylaw.
- 14.4 Members shall only vote if personally present at the Meeting at the time of the vote.
- 14.5 Votes on all motions must be taken as follows:
- (a) The Chair puts the motion to a vote;
 - (b) Members vote by a show of hands; and
 - (c) The Chair declares the result of the vote.
- 14.6 A motion is carried when a majority of Members present at a Meeting vote in favour of the motion, unless otherwise specified in this Bylaw.
- 14.7 After the Chair declares the result of the vote, Members may not change their vote for any reason.
- 14.8 A question on the results of a vote may be resolved by the Chair immediately calling for a re-vote on the motion.
- 14.9 A motion is lost when the vote does not receive the required

number of votes or when the vote is tied.

15. MINUTES

- 15.1 The CAO Administrative Team will ensure that accurate minutes of each regular and Special Meeting are recorded, filed in accordance with County procedures and made available to the Municipalities' respective Councils upon request.

16. PUBLIC ACCESS

- 16.1 All agendas and minutes of Meetings will be made routinely available to the public with the exception of in-camera Meetings of the Committee as the information contained within these documents is protected from disclosure under the provisions of ***the Freedom of Information and Protection of Privacy Act*** R.S.A. 2000 Chapter F-25.

17. PECUNIARY INTEREST

- 17.1 The provisions of the Bylaw and the pecuniary interest provisions of Part 5: Division 6 of the ***Municipal Government Act*** apply to all Members including Councillors and Administrative Representatives.
- 17.2 Where a Member has a pecuniary interest in respect of a matter before the Committee, the Member must adhere to the provisions of Section 172 of the ***Municipal Government Act*** including:
- (a) Disclosing the general nature of the pecuniary interest prior to any discussion of the matter,
 - (b) Abstaining from voting on the matter,
 - (c) Abstaining from any discussion of the matter, and
 - (d) Unless otherwise permitted by Section 172(2) or (3) of the ***Municipal Government Act*** to remain in the room, leaving the room in which the Meeting is being held until discussion and voting on the matter are concluded.
- 17.3 If a Member fails to disclose a pecuniary interest in a matter before the Committee and adhere to the pecuniary interest provisions of the ***Municipal Government Act*** and this Bylaw, that Member is automatically disqualified from being a Member for the balance of his/her term.

18. REPEAL AND EFFECTIVE DATE

- 18.1 The following Bylaws, as amended, are hereby repealed upon this Bylaw passing and coming into effect:
- (a) Bylaw No. 20/85 – Fire Penalty Bylaw
 - (b) Bylaw No. 33/85 – Municipal District of Clearwater Fire Bylaw
 - (c) Bylaw No. 633/99 – Regional Fire Chief
- 18.2.1 This Bylaw shall come into force and effect upon receiving third and final reading and is signed by the Reeve/Deputy Reeve and a designated officer, in accordance with Section 189 of the ***Municipal Government Act***.

READ A FIRST TIME IN A SPECIAL MEETING OF COUNCIL this 28th day of June 2017.

READ A SECOND TIME IN A SPECIAL MEETING OF COUNCIL this 28th day of June 2017.

PERMISSION FOR THIRD READING this 28th day of June 2017.

READ A THIRD TIME IN A SPECIAL MEETING OF COUNCIL this 28th day of June 2017.



REEVE



CHIEF ADMINISTRATIVE OFFICER