



**VILLAGE OF GLENWOOD
Regular Council Meeting**

Agenda

**Village Administration Board Room (59 Main Avenue)
Wednesday, June 11, 2025
7:00pm**

1. Call to Order – 7:00 pm
2. Additions to the Agenda
3. Approval of Agenda
4. Approval of Minutes of the Regular Meeting of May 9, 2025
5. Delegation – RCMP – Quarterly Report - 7:15 pm
6. Council Meeting Rates – requested by Councillor Sandy Lybbert
7. Sale of old Dunk Tank – inquiry by Joe Thomas
8. Request by Cardston County for the installation of water meter vaults located in the borrow area of 4th Street North and Main Avenue and in the borrow area of 4th Street North and 4th Avenue . Resolution required
9. Review of Cardston County Regional Emergency Management Partnership Agreement – review requested by Councillor Sandy Lybbert
10. Asset Transfer Agreement for the Cardston County Emergency Services – resolution required
11. Joint Fire Services Agreement – resolution required to accept Agreement
12. Policy A012.2025 – Fire Level of Service Policy – resolution required
13. Draft FCSS Agreement
14. CAO Report.
15. Cheque Listing for Council.
16. Correspondence
 - a) Community Futures – Board of Directors Nominations
 - b) Pincher Creek Parade – Invitation
 - c) Alberta Municipal Affairs – LGFF Capital and Operating Allocation
17. Councillor Reports:
 - a) Mayor Linda Allred

- b) Deputy Mayor Mark Peterson
- c) Councillor Doral Lybbert
- d) Councillor Sandy Lybbert
- e) Councillor Brian Wickhorst

19. Closed Session – Freedom of Information Protection of Privacy Act – Section 24(1)(g)
discussion regarding potential for solar development
Employment Matters

20. Adjournment.

VILLAGE OF GLENWOOD
Wednesday, May 14, 2025 Minutes

***The Minutes of the Regular Meeting of Council held at the Village of
Glenwood Administration Boardroom on Wednesday, May 14, 2025.***

***In attendance: Mayor Allred, Deputy Mayor Peterson, Councillor Doral Lybbert,
Councillor Sandy Lybbert, Councillor Brian Wickhorst***

Officials: Chief Administrative Officer Cynthia Vizzutti present

- | | |
|---|--|
| <u>1. Call to Order</u> | Mayor Allred called the regular Council meeting of May 14, 2025 to order at 7:00 p.m. |
| <u>2. Agenda Approval</u>
<u>2025.05.14.47</u> | Moved by Councillor Sandy Lybbert to approve the agenda.
<div style="text-align: right;">Carried.</div> |
| <u>3. Minutes of Regular Meeting – April 9, 2025</u>
<u>2025.05.14.48</u> | Moved by Deputy Mayor Peterson to approve the minutes of the regular meeting of Council held on Wednesday, April 9, 2025.
<div style="text-align: right;">Carried.</div> |
| <u>4. Presentation of 2025 Mill Rate Budget</u>

<u>2025.05.14.49</u> | CPA Hakon Skoien presented the 2025 Mill Rate Budget and addressed questions from the Council.

Moved by Councillor Wickhorst to approve the 2025 Mill Rate budget as presented.
<div style="text-align: right;">Carried.</div> |
| <u>5. Bylaw 241-2025 – Mill Rate Bylaw</u>
<u>2025.05.14.50</u> | Moved by Councillor Sandy Lybbert that Bylaw 241-2025 being a bylaw to set the mill rates for the Village of Glenwood, for the 2025 taxation year, be given first reading.
<div style="text-align: right;">Carried.</div> |
| <u>Bylaw 241-2025</u>
<u>2025.05.14.51</u> | Moved by Deputy Mayor Peterson that Bylaw 241-2025 be given second reading.
<div style="text-align: right;">Carried.</div> |
| <u>Bylaw 241-2025</u>
<u>2025.05.14.52</u> | Moved by Councillor Doral Lybbert that Bylaw 241-2025 be given three readings at this meeting.
<div style="text-align: right;">Carried Unanimous.</div> |
| <u>Bylaw 241-2025</u>
<u>2025.05.14.53</u> | Moved by Councillor Wickhorst that Bylaw 241.2025 be given third reading and signed by Mayor Allred and CAO Vizzutti.
<div style="text-align: right;">Carried.</div> |
| <u>6. Lot 7 & 8, Block 2, Plan 1222AY – Market Value for tax sale</u>
<u>2025.05.14.54</u> | Moved by Sandy Lybbert that the market value for tax sale properties be set as follows:
Lot 7, Block 2, Plan 1222AY - \$46,000.00
Lot 8, Block 2, Plan 1222AY - \$44,000.00
<div style="text-align: right;">Carried.</div> |
| <u>7. Lot 7 & Block 2 Plan 1222AY – conditions of sale</u>
<u>2025.05.14.55</u> | Moved by Deputy Mayor Peterson that the conditions for the tax sale of Lot 7, Block 2, Plan 1222AY be as follows:
Removal of all equipment, vehicles, trailers and outbuildings; and
Control of all burnable grass and weeds
<div style="text-align: right;">Carried.</div> |
| <u>8. Lot 8 Block 2 Plan 1222AY – conditions of sale</u>
<u>2025.05.14.56</u> | Moved by Councillor Sandy Lybbert that the conditions for the tax sale of Lot 8, Block 2, Plan 1222AY be as follows:
Removal of all equipment, vehicles, trailers and outbuildings;
Control of all burnable grass and weeds; and
Backfilling of the large hole in the NE corner of Lot 8 with subsoil and dressed with top soil to level that area of the property but not interfere with drainage in the easterly ditch.
<div style="text-align: right;">Carried.</div> |

9. Date of Tax Sale for
Lots 7 & 8 Block 2 Plan
1222AY
2025.05.14.57

Moved by Councillor Wickhorst that the date, time and location of the tax sale for the properties legally described as Lot 7 & 8, Block 2, Plan1222AY be set for July 29, 2025, at 12:00 Noon, at the Village of Glenwood Administration Building. **Carried.**

10. Seniors Week June
2-8, 2025
2025.05.14.58

Moved by Deputy Mayor Peterson that the Council declare June 2-8, 2025 as "Seniors Week". **Carried.**

11. Playground site

Discussion took place regarding the siting of a playground and strategic planning.

2025.05.14.59

Moved by Councillor Sandy Lybbert that the siting of the proposed playground be tabled. **Carried.**

12. CAO Report

CAO report for the month of April was presented to Council. \$10,000 in grant funding was received from Community Foundation Lethbridge – Southwest Alberta, new dunk tank was delivered, McGill industries has cleaned the east half of the Village sewage conveyance system, Kansis Kutsch is the new custodian of the Community Hall and Joe Belanger has successfully completed his 3 month probation as P.W. Foreman.

13. Cheque Listing

Cheque Listing – 20250041 to 20250098 in the amount of \$76,299.77 as information.

14. Strategic Planning
2025.05.14.60

Moved by Mayor Allred that the Council meet on August 20, 2025 for a strategic planning session, facilitated by CAO Vizzutti beginning at 9:00 a.m. at the Village administration building. **Carried.**

15. P.W. Foreman
2025.05.14.61

Moved by Councillor Doral Lybbert that the Foreman position be extended to 4 days per week (Monday to Thursday) with any salary short fall funded from Reserves in the amount of \$12,000.00 **Carried.**

16. Abmunis Leadership
Caucus
2025.05.14.62

Moved by Councillor Sandy Lybbert that all Council members attend the Abmunis Summer Municipal Leaders Caucus on June 11 in Picture Butte. **Carried.**

17. SW Alberta Group
Annual Meeting
June 4, 2025
2025.05.14.63

Moved by Councillor Sandy Lybbert that representatives from the Council and spouses attend the SW Alberta Group Annual General Meeting in Cardston on June 4, 2025. **Carried.**

Attending are Mayor Allred and Brad Allred
Deputy Mayor Mark Peterson and Jen Peterson
Councillor Sandy Lybbert and Barton Lybbert
Councillor Doral Lybbert and Cheryl Lybbert
CAO Vizzutti and Dino Vizzutti

18. Councillor Reports

- a) Mayor Allred – Mayors and Reeves - the province will be establishing a Code of Conduct for all municipalities.
- b) Deputy Mayor Peterson – no report.
- c) Councillor Doral Lybbert – there is a new member on the Recreation Board – Sally Lively and there may be some interest in the Saputo buildings.
- d) Councillor Sandy Lybbert – The Cheese Factory Committee has dissolved.

- e) Councillor Wickhorst – attended the Chief Mountain Regional Waste Commission meeting where it was determined that 50% of waste is bio-degradable food waste.

19. Closed Session
2025.05.14.64

Moved by Councillor Doral Lybbert to go into Closed session under the Freedom of Information and Protection of Privacy Act – Section 24(1)(b)(i) deliberations involving officers or employees of a public body. **Carried.**

Mayor Dwight Davis of Hill Spring attended the Closed Session.

2025.05.14.65

Moved by Councillor Sandy Lybbert to come out of Closed Session at 9:52 p.m. **Carried.**

20. Adjournment
2025.05.14.66

Moved by Deputy Mayor Peterson to adjourn at 9:53 p.m. **Carried.**

Meeting Chair

Chief Administrative Officer



2025/05/08

Mayor, Reeve and Counsel,

Please find attached the quarterly Community Policing Report covering the period from January 1st to March 31th, 2025. This report provides a snapshot of human resources, financial data, and crime statistics for the Cardston RCMP Detachment.

As we approach summer, I would like to highlight the preparations that the Alberta RCMP have made to address what may be another busy wildfire season. The wildfire seasons of 2023 and 2024 have provided our organization with many lessons on the best ways to handle the unpredictability of wildfires. In March, we began planning for the 2025 wildfire season and this included the early staffing of our Division Emergency Operations Center (DEOC). In the past two years, DEOC has been the cornerstone of the police response to the wildfires in Alberta. The members and staff in DEOC are able to process information from various sources to determine the most optimal way to deploy police resources in areas under threat of wildfires.

Depending on the severity of the fire season, it may be necessary to draw resources from your police service to ensure the safety of people and property in affected communities. I want to assure you that the Alberta RCMP will keep the needs of your community in mind and will work to deploy only the resources which will not adversely impact the security of our own community. The Alberta RCMP remains ready to respond to wildfires in coordination with other provincial resources to protect our citizens and communities.

Thank you for your ongoing support and engagement. As your Chief of Police for your community, please do not hesitate to contact me with any questions or concerns.

Best regards,

Sgt Robert (Bob) Wright
Chief of Police
Cardston RCMP





2025

Alberta RCMP - Provincial Policing Report

Detachment Information

Detachment Name

Cardston

Detachment Commander

Sgt Bob Wright

Report Date

May 8, 2025

Fiscal Year

2024-25

Quarter

Q4 (January - March)

Community Priorities

Priority #1: Traffic Safety - Impaired driving & Enforcement of the TSA**Updates and Comments:**

The Cardston RCMP members have worked diligently to enforce the *Traffic Safety Act* and look for Impaired drivers throughout the year. The target for both impaired driving and traffic enforcement have exceeded expectations and likely contributed to safer roads and highways. Not counted in the statistics were the numerous interactions that ended in written and verbal warnings. These were also an important element in Police visibility and positive interactions with the public. Going forward, the target for traffic enforcement will likely be reduced with the influx of Alberta Sheriffs and Ridge Regional Bylaw officers to the area. With multiple agencies now working in the area we run the risk of over enforcing the TSA in an effort to meet Annual Performance Plan targets.

Priority #2: Crime Reduction - Drug Interdiction activities & Rural Patrols**Updates and Comments:**

While drug interdiction activities fell short of the target, Detachment rural patrols significantly exceeded targets. Drug interdiction activities will be paired with Foot patrols in the downtown core as this appears to be where most of the interdiction work is occurring. The interdiction work was a success in that it did result in *Controlled Drugs and Substances Act* (CDSA) charges and members did find support services for persons in need as a result of their addictions. Rural crime patrols continue to be an important part of the rural visibility and crime reduction initiatives and will continue into next year. Overall, criminal code files were down significantly, focusing more on the communities' side streets and weekend nights should also contribute to the further crime reduction.



Priority #3: Community Engagement / Police visibility - Town Halls, School Visits, Community Presentations

Updates and Comments:

Town Halls and Community Safety presentations were completed earlier this year but with minimal participation from communities. School visits and talks were all completed this year, helping to ensure positive relations with staff and students while having a measure of visibility in the schools. School specific activities were run such as participation in their track and field events and the fall coloring contest for K-grad 3. Local media releases were completed monthly, with additional releases for special events and police files of significance. Releases were published in the Local paper and on all four community's social media accounts.



Community Consultations

Consultation #1





Provincial Service Composition

Staffing Category	Established Positions	Working	Soft Vacancies	Hard Vacancies
Regular Members	9	9	0	0
Detachment Support	3	3	0	0

Notes:

1. Data extracted on March 31, 2025 and is subject to change.
2. Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.
3. Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

Comments:

Police Officers: Of the nine established positions, nine officers are currently working with none on special leave. There is no hard vacancy at this time.

Detachment Support: Of the three established positions, three resources are currently working with none on special leave. There is no hard vacancy at this time.



**Cardston Provincial Detachment
Crime Statistics (Actual)
January to March: 2021 - 2025**

All categories contain "Attempted" and/or "Completed"

April 3, 2025

CATEGORY	Trend	2021	2022	2023	2024	2025	% Change 2021 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Offences Related to Death		0	0	3	0	0	N/A	N/A	0.0
Robbery		1	1	1	0	0	-100%	N/A	-0.3
Sexual Assaults		6	1	7	5	0	-100%	-100%	-0.8
Other Sexual Offences		4	0	3	1	0	-100%	-100%	-0.7
Assault		38	27	33	25	37	-3%	48%	-0.4
Kidnapping/Hostage/Abduction		1	3	0	0	0	-100%	N/A	-0.5
Extortion		1	0	1	0	0	-100%	N/A	-0.2
Criminal Harassment		2	1	3	4	4	100%	0%	0.7
Uttering Threats		10	15	15	12	10	0%	-17%	-0.3
TOTAL PERSONS		63	48	66	47	51	-19%	9%	-2.5
Break & Enter		6	11	11	1	0	-100%	-100%	-2.2
Theft of Motor Vehicle		2	6	3	0	2	0%	N/A	-0.6
Theft Over \$5,000		0	1	0	2	0	N/A	-100%	0.1
Theft Under \$5,000		15	33	25	13	16	7%	23%	-1.8
Possn Stn Goods		3	3	4	3	1	-67%	-67%	-0.4
Fraud		10	8	14	4	5	-50%	25%	-1.4
Arson		0	0	0	0	0	N/A	N/A	0.0
Mischief - Damage To Property		10	9	11	8	9	-10%	13%	-0.3
Mischief - Other		29	20	32	30	43	48%	43%	3.8
TOTAL PROPERTY		75	91	100	61	76	1%	25%	-2.8
Offensive Weapons		3	10	3	6	2	-33%	-67%	-0.6
Disturbing the peace		20	29	26	15	11	-45%	-27%	-3.2
Fail to Comply & Breaches		25	40	50	22	23	-8%	5%	-2.2
OTHER CRIMINAL CODE		16	13	12	12	8	-50%	-33%	-1.7
TOTAL OTHER CRIMINAL CODE		64	92	91	55	44	-31%	-20%	-7.7
TOTAL CRIMINAL CODE		202	231	257	163	171	-15%	5%	-13.0



**Cardston Provincial Detachment
Crime Statistics (Actual)
January to March: 2021 - 2025**

All categories contain "Attempted" and/or "Completed"

April 3, 2025

CATEGORY	Trend	2021	2022	2023	2024	2025	% Change 2021 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		3	13	10	2	0	-100%	-100%	-1.7
Drug Enforcement - Trafficking		2	8	2	3	0	-100%	-100%	-0.9
Drug Enforcement - Other		0	0	0	1	0	N/A	-100%	0.1
Total Drugs		5	21	12	6	0	-100%	-100%	-2.5
Cannabis Enforcement		1	0	0	0	0	-100%	N/A	-0.2
Federal - General		2	2	1	2	0	-100%	-100%	-0.4
TOTAL FEDERAL		8	23	13	8	0	-100%	-100%	-3.1
Liquor Act		25	15	13	17	19	-24%	12%	-1.0
Cannabis Act		1	4	1	0	0	-100%	N/A	-0.6
Mental Health Act		20	17	17	12	21	5%	75%	-0.3
Other Provincial Stats		29	15	21	14	15	-48%	7%	-2.9
Total Provincial Stats		75	51	52	43	55	-27%	28%	-4.8
Municipal By-laws Traffic		1	0	1	0	0	-100%	N/A	-0.2
Municipal By-laws		3	4	4	6	3	0%	-50%	0.2
Total Municipal		4	4	5	6	3	-25%	-50%	0.0
Fatals		0	0	0	0	0	N/A	N/A	0.0
Injury MVC		1	0	1	5	0	-100%	-100%	0.3
Property Damage MVC (Reportable)		22	23	30	30	27	23%	-10%	1.7
Property Damage MVC (Non Reportable)		2	1	1	2	2	0%	0%	0.1
TOTAL MVC		25	24	32	37	29	16%	-22%	2.1
Roadside Suspension - Alcohol (Prov)		10	2	2	2	2	-80%	0%	-1.6
Roadside Suspension - Drugs (Prov)		1	0	4	0	2	100%	N/A	0.2
Total Provincial Traffic		220	167	152	196	228	4%	16%	4.5
Other Traffic		2	0	0	1	0	-100%	-100%	-0.3
Criminal Code Traffic		13	14	17	6	1	-92%	-83%	-3.2
Common Police Activities									
False Alarms		4	4	3	3	8	100%	167%	0.7
False/Abandoned 911 Call and 911 Act		12	13	17	5	10	-17%	100%	-1.2
Suspicious Person/Vehicle/Property		13	10	20	19	12	-8%	-37%	0.7
Persons Reported Missing		5	7	6	4	2	-60%	-50%	-0.9
Search Warrants		0	0	0	0	0	N/A	N/A	0.0
Spousal Abuse - Survey Code (Reported)		22	31	32	34	20	-9%	-41%	-0.1
Form 10 (MHA) (Reported)		3	0	2	1	2	-33%	100%	-0.1

CAO

From: Development <development@cardstoncounty.com>
Sent: May 21, 2025 4:10 PM
To: CAO
Cc: Derek McCarthy
Subject: Water Meter Locations
Attachments: Nelson-Lybertt-Bevans Meter Pit.png; Archibald - Van Krustum - Heninger Meter Pit.png

Good Afternoon Cindy.

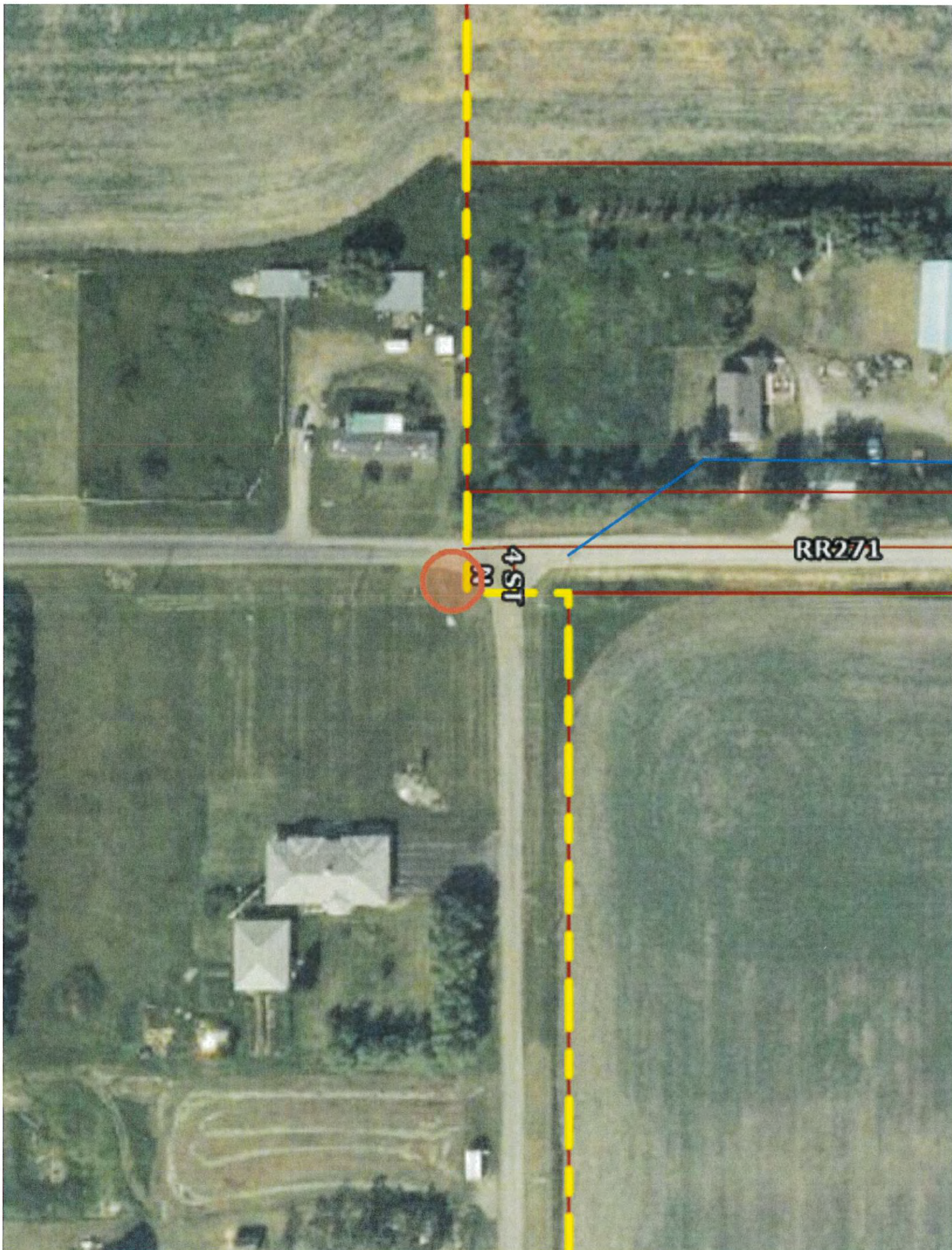
Attached are some pictures of some proposed Meter Pit locations for the lines leaving the Village that would be within the Village right of way. Before we do any work, we would like your permission to install these pits within the Village's ROW. The main reason for both of these is that both of these lines split at unknown locations. In order to confirm we meter all the County water, we would like to meter the line after the village users and before it splits.

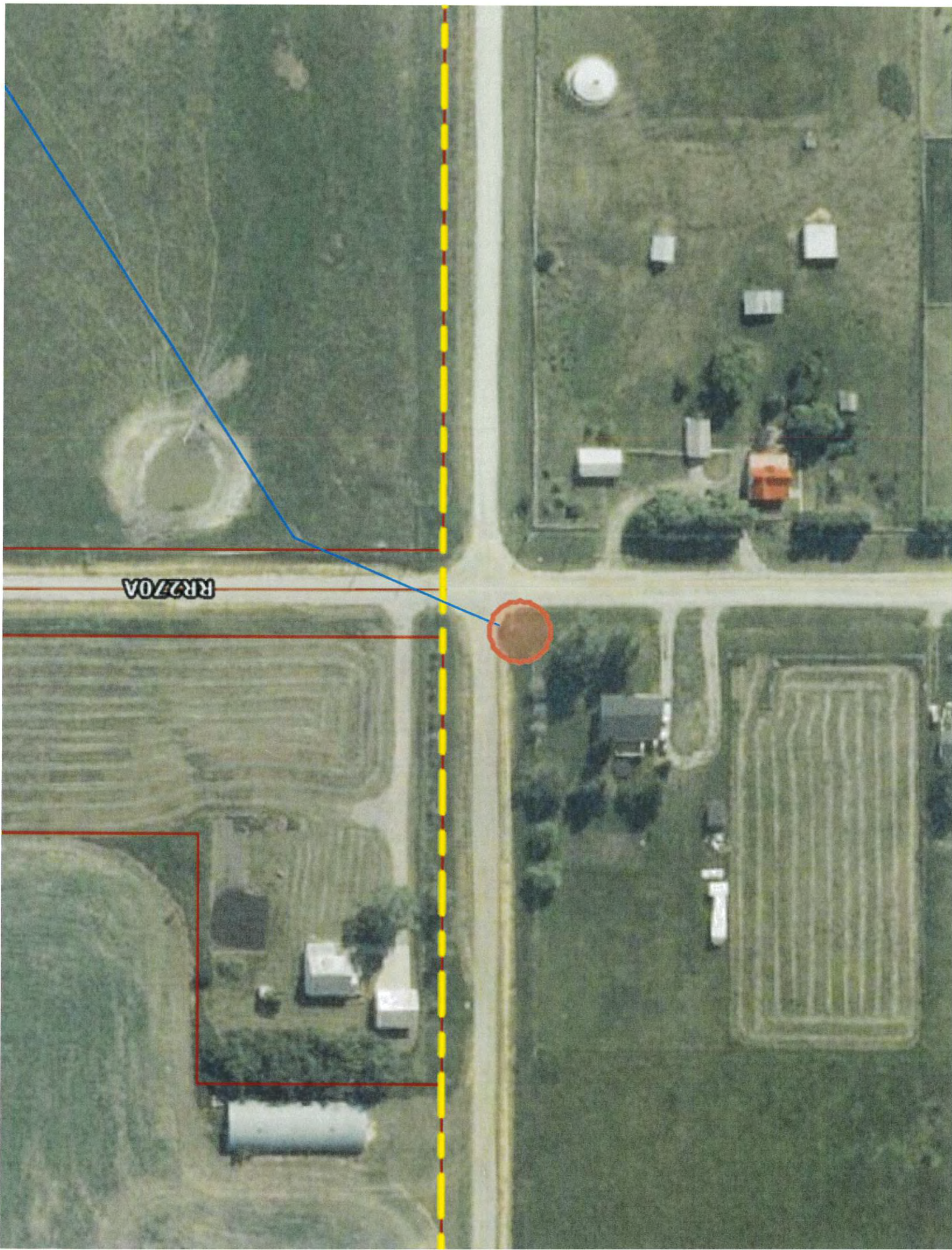
Please let me know if you have any questions.

Thanks

Joe Thomas, P.Tech (Eng), CLGM
Cardston County
Project Manager / Development Officer
development@cardstoncounty.com
Office: 403-653-4977
Cell: 403-894-0587

Res to approve - 1 by Archibalds
Res to approve - 1 by Walbengers







CARDSTON COUNTY REGIONAL EMERGENCY MANAGEMENT PARTNERSHIP AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN:

Cardston County, a Municipal Corporation of the Province of Alberta;

-and -

The Town of Cardston, a Municipal Corporation of the Province of Alberta;

-and-

The Town of Magrath, a Municipal Corporation of the Province of Alberta;

and -

The Village of Glenwood, a Municipal Corporation of the Province of Alberta;

-and-

The Village of Hill Spring, a Municipal Corporation of the Province of Alberta;

INTRODUCTION

1. WHEREAS:

- a) The Municipal Corporations of the Towns of Cardston and Magrath, Cardston County, and the Villages of Glenwood and Hill Spring (referred to hereinafter as "the Parties") are local authorities situated within Cardston County, of the Province of Alberta;
- b) An emergency or disaster of a multi-jurisdictional nature could affect any or all of the Parties to such a degree that local resources would be inadequate to cope with the situation;
- c) The Parties recognize that many of the local resources controlled by each of the parties could be required by more than one municipality in order to cope with a Disaster or Emergency that affects one or more of the Parties;
- d) Each of the Parties have appointed a Director of Emergency Management (DEM) pursuant to the provisions set out in the Emergency Management Act R.S.A. 2000, c E- 6.8;
- e) The Parties desire to form a Regional Emergency Management Partnership (Partnership) for the purpose of emergency planning, preparedness, mitigation, response and recovery;



- f) Pursuant to section 11.3(1)(b) of the Act, if authorized by Ministerial Order, a Local Authority may delegate its powers and duties under the Act to a joint committee representing two or more Local Authorities that is composed of one or more members appointed by each of the Local Authorities; and

The Minister responsible for the Act has issued Ministerial Order No.: _____.

NOW THEREFORE the parties hereto agree as follows:

DEFINITIONS

2. For the purpose of this Agreement, the following words and terms shall have the following meanings:

- a) **"Act"** means The Emergency Management Act of Alberta, Chapter E-6.8, Revised Statutes of Alberta 2000, c. E-6-8;
- b) **"Assisting Party"** means a Party to this Agreement providing aid, in the form of resources or services to another Party/Parties of this Agreement;
- c) **Cardston County Regional Emergency Management Partnership (Partnership)** means the agreement as established by this Agreement and the by-laws of the respective municipal councils of the Parties hereto;
- d) **"Commencement Date"** means that date in which this Agreement becomes effective;
- e) **"Deputy Director of Emergency Management" (DDEM)** means the person responsible for the duties of the Director of Emergency Management in their absence;
- f) **"Director of Emergency Management" (DEM)** means the person appointed by resolution of the municipal council of each of the Parties to be responsible for the Emergency Management Program in each of their respective municipalities;
- g) **"Disaster"** means an event that results in serious harm to the safety, health or welfare of people, or in widespread damage to property;
- h) **"Emergency"** means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health, or welfare of people or to limit damage to property;
- i) **"Emergency Social Services" (ESS)** means services including but not limited to Registration and Inquiry, Emergency Food Services, Emergency Lodging, Emergency Clothing and Emergency Personal Services;
- j) **"Local Authority"** means, where a municipality has a council within the meaning of the Municipal Government Act, that Council;
- k) **"Minister"** means the Minister charged with administration of the Act;
- l) **"Municipal Emergency Coordination Centre" (MECC)** means a physical facility in each Municipality designated to:
 - a. provide direct support to response activities;
 - b. support and give direction to the Incident Commander and emergency response operations in the Partnership Region;



- c. maintain executive control over emergency operations;
- d. obtain resources as required to assist with emergency operations in the community; and
- e. provide public and media relations resources.
- m) **"Parties"** means the Towns of Cardston and Magrath, Cardston County, and the Villages of Glenwood and Hill Spring;
- n) **"Regional Emergency Coordination Centre" (Centre)** means the Cardston County Regional Emergency Coordination Centre location that functions as a point of coordination, addressing the needs of the municipality or the Partnership region as a whole, exercising the authority of the local officials, as well as anticipating and supporting the needs of one or more incident sites;
- o) **"Regional Director of Emergency Management" (Regional Director)** means the Cardston County Regional Director of Emergency Management as the person appointed by resolution by the municipal council of each of the Parties as who shall be responsible for the Regional Emergency Management Program in each of their respective municipalities;
- p) **"Regional Emergency Advisory Committee", (Committee)** means the Cardston County Regional Emergency Advisory Committee as established by this Agreement and the by-laws of the respective municipal councils of the Parties hereto.
- q) **"Regional Emergency Management Agency", (Agency)** means the Cardston County Regional Emergency Management Agency as established by this Agreement and the by-laws of the respective municipal councils of the Parties hereto;
- r) **"Regional Emergency Management Plan" (Plan)** means the Cardston County Regional Emergency Management Plan prepared by the Agency to co-ordinate the preparation for, response to and recovery from an emergency or disaster;
- s) **"Requesting Party"** means a Party to this Agreement requesting aid in the form of resources or services from another Party to this Agreement; and
- t) **"Regulation"** means the Local Authority Emergency Management Regulation January 2020;

ESTABLISHMENT OF CARDSTON COUNTY REGIONAL EMERGENCY MANAGEMENT PARTNERSHIP (PARTNERSHIP)

3. The municipal councils of each of the Parties to this Agreement have resolved to enter into such Agreements as may be required to establish a Regional Emergency Management Partnership, including this Agreement.
4. The Municipalities participating in this Agreement shall support and assist each other when requested and when able to provide that support and assistance in the event of a major emergency or disaster.
5. The Partnership shall be comprised of the municipal councils of each of the Parties to this Agreement and shall include any municipalities that subsequently become parties to this Agreement.
6. Any municipality interested in becoming a member of the Partnership shall have the opportunity to



request membership by following these procedural steps:

- a. the interested municipality shall contact the Regional Director to request information regarding the Partnership and this Agreement to which all Partnership members are parties;
 - b. the municipality shall provide the Committee with their written request to become a member of Partnership;
 - c. the interested municipality may ask for such additional information or clarification as it requires and the Committee shall use its best efforts to address any questions or requests for information made by an interested municipality;
 - d. the Committee shall review the application and consider the operational impact of the municipality joining the Partnership;
 - e. following its review of the application, the Committee shall provide the municipality with its decision as to whether or not it may become a member of the Partnership; and
 - f. the municipality shall execute its written consent to become a party to this Agreement and shall agree to be bound by the terms and conditions.
7. Supported by the registration of a Ministerial Order issued pursuant to s. 11.3(1), (b) of the Act, the Parties to this Agreement hereby collectively form a Regional Emergency Management Partnership for the purposes of emergency planning, preparedness, mitigation, response and recovery.

ESTABLISHMENT OF CARDSTON COUNTY REGIONAL EMERGENCY ADVISORY COMMITTEE (COMMITTEE)

8. The municipal councils of each of the Parties to this Agreement have passed by-laws to establish the Committee. Upon issuance of a Ministerial Order pursuant to 11.3(1), (b) of the Act, the partner municipalities will, through their respective Regional Emergency Management by-laws, delegate their powers (except State of Local Emergency (SOLE)) and duties under the Act and Regulation
9. However, each partner municipality (Local Authority) will still retain the power to declare, renew or terminate a SOLE for any incident that is occurring or may occur within their respective municipal boundaries.
10. The Committee shall consist of municipal Councilors appointed by each of the Parties, with each municipality appointing one member, each of whom shall have one vote regarding any matter coming before the Committee. Each party shall also appoint at least one alternate council member to the Committee to attend and vote when the serving member is unable to do so. Notwithstanding the foregoing, however, all Councilors of all member municipalities shall be entitled to attend Committee meetings.
11. Any member of the Committee may withdraw their membership from Partnership and this Agreement, by providing all other Parties hereto with twenty-four (24) months advance written



- notice. The withdrawal of any party from this Agreement shall in no way impact the remaining Parties hereto, and this Agreement shall continue in full force and effect as between the remaining Parties. No member of Partnership shall be permitted to withdraw from this Agreement during a declared SOLE, emergency or disaster.
12. The Committee shall meet one to two times per year and shall have the option of calling special meetings of the Committee on an as needed basis, upon fourteen (14) days advance notice to all members of the Committee. The Committee representative of each municipality or their alternate shall attend all meetings. In the event of a pending or imminent emergency, no notice shall be required to call a special meeting of the Committee. Each representative and/or alternative shall be responsible for reporting back to their respective municipal councils to ensure that strong communication is maintained and to ensure transparency of the Partnership.
 13. Agendas for all upcoming regular meetings of the Committee shall be distributed to all members a minimum of two (2) weeks prior to the scheduled date of the meeting, to provide sufficient opportunity for the members to review and prepare.
 14. A standing agenda item of the Committee shall be a presentation from the Regional Director with relevant information regarding the development and implementation of the Regional Emergency Management Agency plans, training, exercises, programs and policies.
 15. Minutes shall be kept at each of the Committee meetings and shall be circulated to all members and/or their alternates and the DEM from each municipality within fourteen (14) days of the meeting.
 16. For regular meetings and business, four (4) Committee members shall constitute a quorum of the Committee and a motion or resolution of the Committee may only be passed by an affirmative vote of the majority of the members voting on the motion or resolution.
 17. The Committee shall have the authority to alter, establish and implement rules to govern the conduct of their meetings from time to time, subject to the approval of the majority of the Committee members.
 18. The Committee may seek the advice of agency staff and others as deemed appropriate; but such advisors will have no right to vote on matters coming before the Committee and such advice is not binding.
 19. The Committee shall oversee and approve activities of emergency management planning, preparedness, mitigation, response and recovery within the Partnership Region. The Committee may create policy related to planning, preparedness, mitigation, response, recovery and the operation of the Partnership.
 20. Each partner municipality will be responsible to reimburse expenses incurred by their respective Committee member.



21. Additional Terms of Reference for the Committee are attached at Annex A.

ESTABLISHMENT OF THE CARDSTON COUNTY REGIONAL EMERGENCY MANAGEMENT AGENCY (AGENCY)

22. Each of the Parties to this Agreement have passed bylaws to create the Cardston County Regional Emergency Management Agency (Agency), which will act as the Operational Agent for the Parties hereto in exercising the powers and duties of the Parties under the Act.

23. Agency staff may include, but are not limited to, DEMs and DDEMs.

24. The Agency shall also utilize key staff of the Parties to this Agreement as well as partners identified in the Regional Emergency Management Plan, or any other external agencies or services as may be deemed necessary at the time of an Emergency.

25. The Agency shall dedicate itself to networking and fostering relationships between various sub groups, agencies and organizations involved in all aspects of emergency management and to increasing understanding between such groups, agencies and organizations of their respective roles and how best they may work together to achieve common goals in the event of an emergency/disaster.

26. The Regional Director shall lead the Agency as well as serve as the liaison between the Committee and the Agency.

27. Staff and resources of the Parties, as outlined in the Plan, shall be available to the Agency during emergency operations as deemed necessary by the Regional Director. Parties shall not be required to provide anything other than municipally owned equipment, employees and volunteers normally used by the Municipalities when responding to a regional emergency or assisting in a Regional Emergency Coordination Centre.

28. No action lies against the Municipality with jurisdiction or any responding Municipality or a person acting under that Municipality's direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under the Emergency Management Act or the regulations during a state of local emergency.

29. Additional Terms of Reference for the Agency are attached at Annex C.

30. Outside of Cardston County geographical area requests for service: It is recognized that the Agency or parts of the Agency may be called upon from time to time to provide emergency response or services in areas outside of the Partnership Region or to provide services within the Partnership Region to individuals from outside of the Partnership region. Response to those incidents will:

- a) be committed only after an assessment of what resources can reasonably be freed without endangering the Partnership region and its residents,



- b) be committed only after ensuring that reasonable care will be provided to the staff being deployed; if the requesting organization cannot provide care for staff, resources will only be deployed once Partnership has been able to arrange for reasonable care,
- c) request a tasking number from the Alberta Emergency Management Agency (AEMA) Provincial Operations Centre, and
- d) costs for resources will be recovered from the requesting Organization. Costs for those services will be billed according to the policy of each individual department or party.

CARDSTON COUNTY REGIONAL DIRECTOR OF EMERGENCY MANAGEMENT (REGIONAL DIRECTOR)

- 31. The Partnership will have a Regional Director as per the Alberta Emergency Management Act, November 2018. The Regional Director is responsible to lead the Agency in the preparation for, response to and recovery from a disaster or emergency. Terms of Reference for the Regional Director are attached at Annex B.

CARDSTON COUNTY REGIONAL EMERGENCY COORDINATION CENTRE (Centre)

- 32. A primary and backup Centre will be established and shall be maintained in accordance with the Regional Emergency Management Plan.
- 33. The primary Centre will be located at the Town of Cardston. The alternate Centre will be located in the Town of Magrath.
- 34. Incident Commanders from responding agencies, the Regional Director, the DEMs from partnering municipalities, or their designates may request activation of the Centre.

OPERATING/ MANAGEMENT SYSTEM

- 35. The Partnership organization shall use the Incident Command System (ICS) for all emergency management planning, training, exercises and operations.

FINANCES

- 36. The Committee shall develop and adopt an annual operating budget to cover the costs and funding of the Partnership.
- 37. The Parties to this Agreement agree to fund Partnership in accordance with the funding formula enumerated in the attached Annex D.
- 38. Financial management of the partnership will be provided by one of the partnering municipalities for a two (2) year term. This appointment shall be reviewed and reassigned every two (2) years.
- 39. The costs incurred by any Party to this Agreement in responding to a SOLE in another municipality



shall be the sole responsibility of the Requesting Party or the municipality in which the emergency or disaster occurs.

PREPAREDNESS

40. Public education or public awareness programs will be undertaken within the Partnership Region. These activities will be led by the Regional Director assisted by the Agency.
41. Key senior management, supervisory and support staff of each of the Parties to this Agreement will be assigned Centre roles.
42. Personnel will be provided with training to fulfill their designated Centre role(s).
43. A list of all personnel assigned/trained for Emergency operations role, along with their contact information, shall be maintained within the Plan. This list will be utilized for all MECC and Centre activations.
44. Each of the Municipalities agrees to share emergency management related information.
45. Each of the Municipalities will strive to utilize common procedures, training, communications systems and technologies.

RESPONSE

46. In the event of an emergency/incident affecting only one municipality, the local DEM will serve as the MECC Manager in the local MECC. This MECC will be supported by resources of the Agency as required including the activation of the Centre.
47. In the event of an emergency/incident, resulting in the activation of the Centre, within or affecting more than one municipality within the Partnership region, the Regional Director will serve as Centre Director for the emergency/incident. As the DEMs from the affected municipalities arrive at the Centre, the Regional Director and local DEMs will jointly decide who will take the lead role in the Centre.
48. In the event that the DEM from any partnering municipality is unable to act as the ECC Manager in their municipal ECC, the Regional Director will assume the role of ECC Manager for that municipality. As the DEM from the affected municipality arrives, the Regional Director and local DEM will jointly decide who will take the lead role in the MECC/CENTRE.

DECLARATION OF A STATE OF LOCAL EMERGENCY(SOLE) - PROCEDURE

49. As per paragraph nine (9) of this agreement, each party has retained the power to declare, renew or terminate a SOLE for their respective municipalities.



50. When a SOLE is declared, the Local Authority making the declaration shall:

- a) ensure that the declaration identifies the nature of the emergency and the area in which it exists;
- b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the area affected;
- c) ensure the Regional Director and other parties are made aware of the declaration, renewal and termination of the SOLE; and
- d) forward a copy of the declaration to the Minister of Municipal Affairs via the Provincial Operations Centre forthwith.

HAZARD IDENTIFICATION AND RISK ASSESSMENT

- 51. The Agency lead by the Regional Director shall conduct a review of the regional hazard assessment on an annual basis and will report the findings to the Committee.
- 52. Results of the individual municipal risk assessments will be developed by the Agency and shall be shared with the Committee and as a whole to identify commonalities among the Parties and identify opportunities for shared mitigation programs.

RECOVERY

- 53. Recovery programs and business continuity efforts undertaken by the Agency shall be prioritized to accomplish the greatest good for the most people.
- 54. The Partnership will develop and exercise a generic re-entry and recovery plan as part of the Plan.

INSURANCE & INDEMNITY

- 55. It is understood and agreed that the Assisting Party shall not be liable for any penalties, damages or losses whatsoever for delay or failure to respond to any request for aid or for any breach of this Agreement committed by the Assisting Party, notwithstanding that the penalties, damages or losses may result wholly or partially from the negligence of the Assisting Party.
- 56. The Requesting Party, or the municipality in which an emergency or disaster occurs, shall indemnify and save harmless the Assisting Party/Parties for damage to or loss of any apparatus or equipment which is the result of the Assisting Party/Parties providing assistance.
- 57. The Requesting Party, or the municipality in which an emergency or disaster occurs, hereby remises, releases and discharges the Assisting Party/Parties, its/their successors and assigns of and from all manner of actions, causes of action or claims and demands of every nature or kind which the Requesting Party or the municipality in which the emergency or disaster occurred may have against the Assisting Party/Parties by reason of any breach of this Agreement on the part of



the Assisting Party/Parties notwithstanding any negligence on the part of the Assisting Party/Parties.

58. Notwithstanding anything to the contrary in this Agreement, no Party shall have any liability to any other Party:

- a) With respect to their respective obligations under this Agreement or otherwise for consequential, indirect, exemplary or punitive damages even if they have been advised of the possibility of such damages; and
- b) For any losses, claims, demands, actions, payments, judgments, costs or expenses whatsoever that a Party may incur due to the other Party's refusal or inability to provide assistance.

59. During the term of this Agreement, the Parties shall each, at their own respective cost and expense, maintain in full force and effect General Liability Insurance in an amount not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the Parties and reasonably obtainable by both. Notwithstanding the foregoing, it is agreed that the aforementioned policy limits do not define or limit a Party's liability to indemnify the other Party under this Section.

60. Each Party agrees to forward a copy of this Agreement to their municipal insurer and to be responsible for the cost of any increase in insurance premiums which may result.

TERM AND TERMINATION

61. This Agreement shall come into force when it has been signed by all of the Parties hereto, and the Ministerial Order referred to herein has been issued and has come into effect. The term of this Agreement shall be for a period of five (5) years thereafter, or until such time as the Parties mutually agree otherwise (the "Term").

62. Unless a party gives written notice to the contrary no later than 90 days prior to the expiry of the Term or any renewal Term, as the case may be, the Term of this Agreement shall be automatically renewed for successive periods of five (5) years and all of the terms of this agreement shall remain in force.

63. Municipalities cannot opt in or out of the Partnership during a major emergency or disaster.

GOVERNING LAW

64. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.



SEVERABILITY

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

NON-ASSIGNMENT

66. No party may assign its rights under this Agreement without the prior written consent of all of the other Parties hereto.

HEADINGS

67. Article Headings do not form part of this Agreement and are included solely for the convenience of reference.

COUNTERPARTS

68. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.



IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON BEHALF OF THE PARTICIPATING MUNICIPALITIES, BY THE HANDS OF THEIR OFFICERS DULY AUTHORIZED IN THAT BEHALF AND **UNDER EACH MUNICIPAL SEAL AFFIXED:**

Cardston County

Reeve

Date

Chief Administrative Officer

Date

Town of Cardston

Mayor

Date

Chief Administrative Officer

Date

Town of Magrath

Mayor

Date

Chief Administrative Officer

Date

Village of Glenwood

Mayor

Date

Chief Administrative Officer

Date

Village of Hill Spring

Mayor

Date

Chief Administrative Officer

Date



Cardston County Regional Emergency Management Organization

Annex A

Regional Emergency Advisory Committee Terms of Reference

OVERVIEW

1. The incorporated communities within Cardston County including, Cardston County, Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring desire to operate under a Regional Emergency Management Organization hereby known as the Cardston County Regional Emergency Management Partnership (Partnership). As per the Government of Alberta Emergency Management Act, November 2018, Section 11.1(1):

"Each local authority shall appoint an emergency advisory committee consisting of a member or members of the local authority...to advise on the development of emergency plans and programs."

2. The Partnership must have a Regional Emergency Advisory Committee. This document provides the Terms of Reference for the Cardston County Regional Emergency Advisory Committee (Committee).

ORGANIZATION NAME

3. The Cardston County Regional Emergency Advisory Committee; hereinafter referred to as the "Regional Emergency Advisory Committee" (Committee).

AUTHORITY

4. The Committee is established pursuant to paragraph 8 of the Cardston County Regional Emergency Management Partnership Agreement, dated _____.

PURPOSE/MANDATE

5. The purpose/mandate of the Committee is:
 - a) to oversee, approve and ensure the effective operation of the Cardston County Regional Emergency Management Program, as set out in the Partnership Agreement;
 - b) to conduct an annual review of the Plan, and make recommendations for its review and revision if necessary;
 - c) to provide guidance and direction to the Agency and Regional Director with regards to the development and implementation of the Plan program;
 - d) to advise the various councils on the development and implementation of the Plan program;and



- e) provide recommendations and advice to the various councils regarding emergency preparedness, response and recovery.

COMMITTEE MEMBERSHIP

- 6. Committee voting membership shall consist of one permanent member from each Partnering Municipality, who shall be an elected official.
- 7. The Regional Director will participate in this committee in an advisory capacity only. Other stakeholders may participate in an advisory capacity only and if required.

COMMITTEE CHAIRPERSON

- 8. At the first meeting of the Committee, the members will elect from the membership, a Chairperson. The Chairperson's term will be two years. The Chairperson responsibilities include:
 - a) calling and scheduling meetings;
 - b) solicit items, create and distribute the agenda;
 - c) ensure decorum and proper procedure occurs during meetings;
 - d) inviting specialists or other guests as required;
 - e) presiding over meeting and guiding it as per the agenda;
 - f) ensuring a decision is reached on all agenda items; and
 - g) ensuring all recommendations of the Committee are brought forward to the partnering municipality's councils and the Agency.

DUTIES OF MEMBERS

- 9. All members of the committee shall:
 - a) attend all committee meetings, when not possible to attend, send regrets in advance,
 - b) actively participate in discussion and decision input, and
 - c) respect order model of structured meetings.

OPERATING/ MANAGEMENT SYSTEM

- 10. The Committee organization shall use the Incident Command System (ICS) for all emergency management planning, training, exercises and operations.

EMERGENCY RESPONSE

- 11. During a large-scale emergency or disaster where the regional partnership is activated, the committee members will not attend at the Cardston County Regional Emergency Coordination Centre (Centre) unless specifically requested by the Regional Director.
- 12. The Committee will direct and ensure an After-Action Review (AAR) is conducted and a report provided for all training exercises and major incidents within fourteen (14) days of the termination of



the exercise or incident.

COMMITTEE MEETING SCHEDULE

13. The Committee will meet one to two times per year. The committee may meet more frequently at the call of the Chairperson or by a majority vote of Committee members.

QUORUM

14. Decision making wherever possible is made by consensus. A minimum of four (4) permanent members from five (5) partner municipalities shall constitute a quorum.

ADMINISTRATIVE SUPPORT

15. Administrative support to the committee will be provided by one of the partnering municipalities for a two (2) year term. This appointment shall be reviewed and reassigned every two (2) years.
16. Administrative support will focus on the preparation and distribution of the Agenda and committee minutes. In particular:
 - a) provide all partnering municipalities with completed meeting minutes, within seven (7) days of the meeting date;
 - b) distribute minutes to Committee Members;
 - c) ensure the Committee Chair has signed the adopted meeting minutes;
 - d) distribute correspondence and communication on behalf of the Committee and to all committee members;
 - e) keep all pertinent committee records, in accordance with current municipal retention policy; and
 - f) assist the Chairperson as required.

TERMS AND REPLACEMENT OF MEMBERS

17. The normal term for a committee member shall be for a two (2) year term. Individual municipalities may replace committee members as required.

COMMUNICATION FROM THE REGIONAL COMMITTEE

18. All formal communications will be through the Chairperson of the Regional Committee as the official spokesperson.

ENTITLEMENT TO COMPENSATION

19. Committee members will not receive any monetary reward for their contribution.
20. Each partner municipality will be responsible to reimburse expenses incurred by their respective



committee member.

CODE OF CONDUCT & CONFLICT OF INTEREST

21. All committee members will conduct themselves in a professional manner at all times while a member. If a member has, at any time, a conflict of interest in relation to a particular issue or interest they must declare this conflict of interest under the agenda order of business. The conflict of interest is to be properly documented and recorded in the minutes.

APPROVAL/ADOPTION DATE

22. The Cardston County Regional Emergency Advisory Committee Terms of Reference approved this _____.



Cardston County Regional Emergency Management Organization

Annex B

Regional Director of Emergency Management Terms of Reference

OVERVIEW

1. The incorporated communities within Cardston County including, Cardston County, Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring desire to operate under a Regional Emergency Management Organization hereby known as the Cardston County Regional Emergency Management Partnership (Partnership).
2. As per the Government of Alberta Emergency Management Act, November 2018, Section 11.2(2):

"There shall be a director of the emergency management agency..."

3. The Partnership must have a Regional Director of Emergency Management. This document provides the Terms of Reference for the Cardston County Regional Director of Emergency Management (Regional Director).

POSITION SUMMARY

4. Reporting to the Committee, the Regional Director will be responsible for the development and successful operation of the Plan program for Cardston County, the Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring.
5. This position will be responsible to create "all hazards" preparedness, response, recovery and business continuity plans to deal with natural or man-made large-scale emergencies and disasters. The Plan program will be based on industry "best practices" and the Regional Director will assure that the program/ plans coordinate appropriately with local, provincial and federal regulations.
6. The Regional Director will be responsible for the mitigation of potential hazards, response to incidents, coordination of recovery efforts and business continuity planning. This position will lead the development and conduct of a comprehensive individual and collective training program of various municipal staffs, volunteers, and other agencies in all aspects of emergency management with a focus on effective response and recovery from emergency incidents.
7. During an emergency, the Regional Director will assume the duties of the Centre Manager and will lead the response, making adjustments to or prioritizing certain actions if necessary. These actions may include coordinating evacuations, conducting rescue missions, or the activation of reception centres for those displaced by the emergency. Following an emergency, the Regional Director will lead the municipal re-entry planning and assist the local DEM with short-term recovery efforts to



return the affected communities back to normalcy.

AUTHORITY

8. The Regional Director position is established pursuant to paragraph 31 of the Cardston County Regional Emergency Management Partnership Agreement, dated _____.

TERMS OF REFERENCE

9. Provide expert knowledge and technical advice to the Committee; municipal elected officials and municipal department heads relative to their roles before, during and after an emergency;
10. Provide leadership and technical advice to the Agency and the individual Directors of Emergency Management (DEM) in each community;
11. Provide leadership and assistance to the regional Emergency Management (EM) planning /preparedness, response and recovery activities within Cardston County, Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring;
12. Develop and implement a number of emergency preparedness programs via community awareness campaigns designed to make the communities and citizens more resilient to emergencies and disasters;
13. As the Centre Regional Director, provide leadership to the Centre staff during training and emergency incidents;
14. Develop and implement a progressive regional emergency management individual and collective training program for regional municipal staff, volunteers, agencies, etc. which includes an accurate tracking of training records;
15. Collaborate and act as a liaison with local, provincial, federal, Non-Governmental Organizations, private companies and other organizations on emergency preparedness/response and recovery;
16. Coordinate in-depth after-action reports on all emergencies and training exercises where the Regional EM system was activated. These reports will be provided to the Committee and the general public;
17. Prepare and submit to the Committee an annual regional EM operations budget as well as a capital acquisition budget, as required;
18. Develop and implement a comprehensive regional EM program based on the Incident Command System (ICS);
19. Ensure adherence to local, provincial and federal regulations at all times;
20. Develop and review on a yearly basis the regional hazard impact risk assessment (RHIRA);
21. Read and interpret existing regional emergency plans and make and/or recommend revisions;



22. Attend local, provincial and federally sponsored meetings, conferences, and workshops as required or relevant to the success of the position, upon approval of the Committee;
23. Establish working relationships with utility providers, rail, health and other authorities and stakeholders as required to reach optimal success;
24. Coordinate the sharing of resources and equipment within the region and across Southern Alberta communities to assist in responding to an emergency;
25. Prepare and analyze damage assessments following disasters or emergencies;
26. Apply for provincial funding for emergency management planning, responses, and recovery, and report on the use of funds allocated.

EXPERIENCE

27. The Regional Director will need to have at least five (5) years' experience in a leadership position in the Emergency Management, Public Safety or Municipal Administration fields.

CERTIFICATION

28. The Regional Director should have certification as a Certified Emergency Manager (CEM), or Associated Emergency Manager (AEM) designation through the International Association of Emergency Managers (IAEM).
29. A designation as Certified Business Continuity Professional (CBCP) or Associate Business Continuity Planner (ABCP) by the Disaster Recovery Institute International (DRI) is also desirable.
30. Certification in the ICS 100, 200, 300 and DEM is required and ICS 400 and Scribe is desirable.



Cardston County Regional Emergency Management Organization

Annex C

Regional Emergency Management Agency Terms of Reference

OVERVIEW

1. The incorporated communities of Cardston County, Towns of Cardston and Magrath and the Villages of Glenwood and Hill Spring desire to operate under a Regional Emergency Management Organization hereby known as the Cardston County Regional Emergency Management Partnership (Partnership).
2. As per the Government of Alberta Emergency Management Act, November 2018, Section 11.2(1):

"A local authority shall establish and maintain, subject to the regulations, an emergency management agency to act as the agent of the local authority in exercising the local authority's powers and duties under this Act."
3. This document provides the Terms of Reference for the Cardston County Regional Emergency Management Agency (Agency).

ORGANIZATION NAME

4. The Agency is the primary group responsible for the development of plans, measures, and programs pertaining to the mitigation of, preparedness for, response to and recovery from any hazard, both natural and human induced.

AUTHORITY

5. The Agency is established pursuant to paragraph 22, of the Cardston County Regional Emergency Management Partnership Agreement, dated _____.
6. The Agency acts as the agent of the partnering municipalities in exercising the partnering municipality's powers and duties under Alberta Emergency Management Act, November 2018.
7. The Regional Director is the head of the Agency.

PURPOSE/MANDATE

8. The purpose/mandate of the Agency is to review and update as required the Cardston County Regional Emergency Management Program on an annual basis, as set out in the Partnership



Agreement, as follows;

- a) prepare and maintain plans, measures, and programs pertaining to the mitigation of, preparedness for, response to and recovery from any hazard;
- b) be responsible for ensuring regional emergency planning documents and programs are accurate and reviewed annually;
- c) prepare a list of hazards to which the partnering municipalities could be subject to, which indicates the relative risk of occurrence;
- d) develop plans respecting the preparation for, response to and recovery from emergencies and disasters;
- e) recommend risk reduction, mitigation, and preparedness measures to the Regional Director;
- f) develop and conduct public education and awareness about local hazards and emergency preparedness;
- g) prepare, maintain, test/exercise, and train personnel in the Plan and procedures;
- h) prepare and maintain emergency-related equipment such as the Centre;
- i) work with partnership communities, Alberta Emergency Management Agency and other provincial and federal government departments or agencies, as necessary, to develop, implement, and maintain all emergency plans and programs for the region;
- j) engage relevant stakeholders, such as business and industry, government agencies, and regulatory bodies to ensure emergency plans are aligned and integrate with stakeholder plans;
- k) ensure all regional training and exercise documentation and records are maintained;
- l) plan, execute and review exercises to validate the Plan;
- m) at the request of the Regional Director, report to the Centre;
- n) conduct emergency response operations under the direction of the Regional Director;
- o) review the impact of incidents on the program;
- p) ensure the Partnership has appropriate resources and equipment available; and
- q) develop and support recovery initiatives as required.

OPERATING SYSTEM

9. The Agency will conduct all planning and operations based on the Incident Command System (ICS).

AGENCY MEETING SCHEDULE

10. The Agency will meet with the primary group on a quarterly basis. This group may meet more frequently at the call of the Chairperson or by a majority of Regional Agency members.
11. The Agency will provide an update on the agency's review of the emergency plan to the Committee on a yearly basis.



REGIONAL AGENCY MEMBERSHIP

12. Agency membership shall consist of one voting member from each Partnering Municipality, who shall be either the Director (DEM) or Deputy Director of Emergency Management (DDEM) or the Chief Administrative Officer. The Regional Director is a voting member of the Agency. In the event of a tie vote, the motion will be considered to be defeated.
13. Other non-voting stakeholders who may participate in an advisory capacity only and include but not limited to representatives from:
 - a) Department Head of any of the partnering municipalities;
 - b) Municipal Fire departments;
 - c) RCMP;
 - d) Emergency Social Services;
 - e) Emergency Medical Services;
 - f) Alberta Health Services;
 - g) School Division Representatives;
 - h) Field Officer Alberta Emergency Management Agency;
 - i) Utility companies;
 - j) Alberta Environment and Parks;
 - k) Other representatives responsible for administering the regional program;
 - l) Search and Rescue representative; and
 - m) service organizations; and any other agency, organization, or individual that, in the opinion of the Regional Director, may assist in the preparation or implementation of emergency management plans and programs.

CHAIRPERSON

14. The Chairperson of the Agency will be the Regional Director. At the first meeting a Vice Chairperson will be selected.
15. The Chairperson or Vice-Chairperson of the Agency will attend all meetings of the Committee, in a non-voting capacity, to advise/update the Committee on the actions and/or recommendations of the Agency.

QUORUM

16. Decision making wherever possible is made by consensus. A minimum of four (4) permanent voting members from the partner municipalities shall constitute a quorum.

BUDGET

17. Annually the Agency shall prepare an operating budget which shall be submitted to the Committee for approval.



18. Each municipality will contribute funds for the successful operation of the Agency as per the funding formula in the Regional Partnership agreement.

COMMUNICATION FROM THE AGENCY

19. All formal communications will be through the Regional Director as the official spokesperson.

CODE OF CONDUCT & CONFLICT OF INTEREST

20. All agency members will conduct themselves in a professional manner at all times while a member. If a member has, at any time, a conflict of interest in relation to a particular issue or interest they must declare this conflict of interest under the agenda order of business. The conflict of interest is to be properly documented and recorded in the minutes.

ADMINISTRATIVE SUPPORT

21. Administrative support to the agency will be provided by one of the partnering municipalities for a two (2) year term. This appointment shall be reviewed and reassigned every two (2) years.
22. Administrative support will focus on the preparation and distribution of the Agenda and committee minutes. In particular:
- a) provide all partnering municipalities with completed meeting minutes, within 7 days of the meeting date;
 - b) distribute minutes to Agency Members;
 - c) ensure the Agency Chair has signed the adopted meeting minutes;
 - d) distribute correspondence and communication on behalf of the Agency and to all members;
 - e) keep all pertinent agency records, in accordance with current municipal retention policy; and
 - f) assist the Chairperson as required.

TERMS OF REFERENCE AMENDMENTS

23. The Terms of Reference may be amended from time to time. Proposed changes shall be prepared by the Agency and submitted to the Committee for approval at a duly constituted Committee meeting.

APPROVAL/ADOPTION DATE

24. The Agency Terms of Reference approved this _____.



**Cardston County Regional
Emergency Management Organization**

Annex D

**Regional Emergency Management Agency
Funding Formula**

The Parties shall fund the Agency's annual budget based on the follow proportions:

Municipality	Share of Agency's Budget
Town of Magrath	30%
Cardston County	30%
Town of Cardston	30%
Village of Hill Spring	5%
Village of Glenwood	5%



IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON BEHALF OF THE PARTICIPATING MUNICIPALITIES, BY THE HANDS OF THEIR OFFICERS DULY AUTHORIZED IN THAT BEHALF AND UNDER EACH MUNICIPAL SEAL AFFIXED:

Cardston County

Randall M. Bullock
Reeve

April 12/21
Date

[Signature]
Chief Administrative Officer

April 12/21
Date

Town of Cardston

[Signature]
Mayor

April 16/21
Date

[Signature]
Chief Administrative Officer

April 16/21
Date

Town of Magrath

[Signature]
Mayor

April 27/21
Date

[Signature]
Chief Administrative Officer

April 27/21
Date

Village of Glenwood

Albt Elia
Mayor

April 22/21
Date

[Signature]
Chief Administrative Officer

April 22/21
Date

Village of Hill Spring

[Signature]
Mayor

April 22/21
Date

[Signature]
Chief Administrative Officer

April 22/21
Date

ASSET TRANSFER AGREEMENT

THIS AGREEMENT made as of the day of A.D 2025

AS BETWEEN:

TOWN OF CARDSTON

A Municipality formed pursuant to
the laws of the Province of Alberta

-and-

VILLAGE OF GLENWOOD

A Municipality formed pursuant to
The laws of the Province of Alberta

-and-

Village of Hill Spring

A Municipality formed pursuant to
The laws of the Province of Alberta

-and-

Cardston County Emergency Services

An Authority formed pursuant to
a Agreement between Cardston County and the Town of Cardston

(hereinafter collectively referred to as the "Transferors")

OF THE FIRST PART

-and-

CARDSTON COUNTY

A Municipality formed pursuant to
the laws of the Province of Alberta
(hereinafter referred to as the "Transferee")

OF THE SECOND PART

RECITALS

WHEREAS The Transferors, Cardston County and The Town of Cardston, are equal members of the Cardston County Emergency Services;

AND WHEREAS the Transferors wish to transfer and the Transferee wishes to purchase certain assets of the Transferors on the terms and conditions hereinafter set forth;

AND WHEREAS it is the desire of the parties hereto to set out the mutual rights and obligations in connection with such transfer;

NOW THEREFORE in consideration of the payment of the purchase price by the Transferee to the Transferors and in consideration of the terms and conditions and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

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ARTICLE 1 - Definitions and Interpretation:

In this Agreement, unless expressly stated to the contrary:

- 1.1 "Agreement" shall mean this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof;
- 1.2 "closing date" shall mean:
 - (a) The ___ day of _____, A.D, 2025, or
 - (b) Such other date as the parties hereto may mutually agree upon
- 1.3 "Parties" shall mean the parties to this agreement;
- 1.4 "Purchases Price" Shall mean the purchases prove payable by the Transferee to the Transferors for the purchases Assets as set forth Article 4.1 hereof;
- 1.5 "Purchased Assets" shall mean those assets listed in schedule "A" to this agreement and
- 1.6 "Effective Date" shall mean the ___ day of _____, A.D. 2025

ARTICLE 2 - Sale/ Transfer of Assets

- 2.1 The Transferors agree to transfer to the Transferee, and the Transferee agrees to purchase from the Transferors as at the Effective Date, the Purchased Assets.
- 2.2 All debts and liabilities, all titles, easements and rights of way and crossing, and all service, construction, and consulting agreements incurred, held, or entered into by the Transferors with respect to property listed in Schedule "A" are hereby assumed by the Transferee, and the Transferee shall do all things and prepared and/or execute all document necessary to effect the true intent of this Agreement.

ARTICLE 3 - Conditions

- 3.1 The obligations of the Transferee to close the transaction contemplated by this Agreement shall be subject to the following conditions;

- (a) Prior to the Closing Date all necessary corporate action shall be taken by the Transferors and their Directors to approve, ratify, confirm and adopt this Agreement and to authorize the execution and delivery of all documents required herein and the performance of all act and consummation of all transactions on the part of the parties hereto to be done or performed hereunder;
 - (b) The representations and warranties of the Transferors contained in Section 5.1 shall be deemed to have been made again on the Closing Date and shall then be true and correct and survive the closing of this agreement and should the Transferor default in the performance of any of the conditions aforesaid, the other such party shall be entitled to refuse the closed the transaction herein contemplated, to repudiate this Agreement, and to receive back from the defaulting party any benefits transferred there
- 3.2 The Obligations of the transferors to close the transaction contemplated by this Agreement shall be subject to the following conditions;
 - (a) Prior to the Closing Date the Transferee shall be incorporated or organized in such form as to ensure that the Transferee has all of the necessary object and powers to permit and enable it to consummate the transactions herein contemplated, to perform all undertakings contained herein on the part of the Transferee and to carry on and conduct the business as a going concern;
 - (b) Prior to the Closing Date all necessary corporate action shall have been taken by the Transferee to authorize the execution and delivery by the Transferee of the within Agreement and to consummate all transactions, execute and deliver all documents, and to do and perform all acts and undertakings on the part of the Transferee to be consummated, executed, delivered, done or performed as contemplated herein.
- 3.3 All of the assets sold herein shall be at the risk of the Transferors until the closing of the transactions herein contemplated on the Closing Date.

ARTICLE 4 - Purchase Purchases Price and Mode of Payment

- 4.1 The Purchase Price of the Purchases Assets is Two (\$2.00) Dollars (CDN).
- 4.2 The Transferee shall pay to the Transferors One (\$.00) Dollar each coincidentally with the execution and delivery of this agreement (the receipt and sufficiency of which is hereby acknowledged by the Transferors.)

ARTICLE 5 - Representations and Warranties

- 5.1 The Transferors hereby undertake, represent, and warrant to the Transferee that:
 - (a) The Transferors are and on the closing date will be municipalities/corporations duly incorporated, validly existing and in good standing under the laws of the Province of Alberta with full power and authority to enter into the perform all of their obligations under this Agreement;

- (b) On the closing date the Transferor will have good and marketable title to all of the purchases assets, free and clear of all liens, mortgages, charges and encumbrances of whatsoever nature, excepting those encumbrances expressly accepted by the Transferee herein, and will be entitled at law and in equity to sell, assign and transfer a clear title to the assets subject only as aforesaid, pursuant to the provisions of this agreement;
 - (c) All resolutions of the transferors have been passed in compliance with clause 3.1 a
- 5.2 Upon the transaction herein contemplated being closed, the Transferors shall and do hereby agree to indemnify and save harmless the Transferee from and against any and all claims, actions, losses, damages or cost to which it may be put or suffer by or as a result of any undertaking representation or warranty set forth in Clause 5.1 being incorrect or breached.
- 5.3 The undertakings, representations and warranties set forth in Clause 5.1 and the indemnity set forth in Clause 5.2 shall survive the closing and shall continue in full force and effect for the benefit of the Transferee.
- 5.4 The Transferee undertakes, represents and warrants to the Transferors (the Transferors relying on such undertakings, representations and warranties in entering into this agreement) that;
 - (a) The Transferee is and on the Closing Date will be Commission duly established, incorporated, validly existing and in good standing under the Laws of the Province of Alberta with full power and authority to enter into a perform all of it obligations under this agreement.
 - (b) All Minutes and Resolutions of the Directors of the Transferee have been passed and adopted so as to meet the requirements of Clauses 3.2 a and 3.2 b and all other requirements for the validity of the acts by the Transferee in accordance with the Agreement.
 - (c) Following the closing of the transactions contemplated by the Agreement, The Transferee shall pay and discharge all debts, claims and other liabilities or obligations incurred in or arising from the operations of the business or sale, servicing or renewal of all assets purchased herein or to be serviced by the Transferee from the Closing Date forward.
- 5.5 Upon the Transactions herein contemplated being closed, the Transferee shall and does hereby agree to indemnify and hold harmless the cost or damages to which the Transferors may be put or suffer by or as a result of any undertaking representation or warranty set forth in Clause 5.4 hereof being incorrect or breached.
- 5.6 The Undertakings, representations and warranties set forth in Clause 5.4 and the indemnity set forth in Clause 5.5 shall survive the closing and shall continue in full force and effect for the benefits of the Transferors.

ARTICLE 6 - Closing

- 6.1 At or prior to the closing, the Transferors shall deliver or cause to be delivered to the Transferee the following:

- (a) Executed assignments of the Assets are in such form as the nature of such Assets may require; and
 - (b) A signed Registration Document for all Vehicles registered to the authority.
- 6.2 At or prior to the closing, the Transferee shall deliver the following:
 - (a) The Transferors of the Purchase Price.
- 6.3 Immediately upon completion of the closing, the Transferors shall deliver to the transferee physical possession of all the assets and all other items or indicia of title to enable the Transferee to assume full and complete and unencumbered operation and possession of the assets.
- 6.4 Immediately following completion of the closing, the assets shall be at the sole risk of the Transferee.

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ARTICLE 7 - Additional Covenants and Acknowledgements

- 7.1 Except as herein expressly set forth there are no representations or warranties as to the present condition or any of the Purchased Assets or any part thereof, it being hereby expressly acknowledged by the Transferee that the same are being purchased "as is",
- 7.2 Time shall be of the essence of this Agreement.
- 7.3 Each of the parties hereto shall at the request and expense of any other party execute and deliver any further or additional documents deemed necessary by the solicitors for both such parties to properly create or confirm title according to the true intent and meaning of this agreement.
- 7.4 No amendment or variation of the terms, conditions, warranties covenants, agreements, and undertakings set forth herein shall be of any force or effect unless the same shall be reduced to writing duly executed by all parties hereto in the same manner and with the same formality as this agreement is executed.
- 7.5 This Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and each of their respective successors, administrators and assigns.
- 7.6 Each party to this Agreement shall be responsible for the payment of all costs expenses, legal fees and disbursements incurred or to be incurred by it or him in negotiating and preparing this Agreement and all documents required to be delivered pursuant to this Agreement and in otherwise performing the transactions contemplated by this Agreement.

ARTICLE 8 - Notice

Whether or not so stipulated herein, all notices, communications, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- a) **Cardston County**
1050 Main Street
P.O. Box 580
Cardston, Alberta T0K 0K0

b) **Town of Cardston**
67 3rd Avenue West
P.O. Box 280
Cardston, Alberta T0K 0K0

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c) **Village of Glenwood**
P.O Box 1084
Glenwood, Alberta T0K 2R0

d) **Village of Hill Spring**
11E 2nd Ave South
P.O. Box 40
Hill Spring, AB, T0K 1E0

Or to such other address as each party may from time to time direct in writing.

Notice shall be served by one of the following means;

By delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when delivered to such party;

- e) If delivered to a corporate party, by delivering it to the address specified above during normal business hours, Notice delivered in this manner shall be deemed received when actually delivered;
- f) By fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - (a) If transmitted before 3:00 pm on a Business Day, on that Business Day; or
 - (b) If transmitted after 3:00 pm on a Business Day, on the next Business Day after the date of Transmission; or
- g) by mailing via first-class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. 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 such postal interruption shall be deemed to have been received unless actually received.

ARTICLE 9 - Interpretation

- 9.1 The article headings and marginal notes contained in this Agreement are for reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

IN WITNESS WHEREOF the parties of the first part have hereunto affixed their corporate seals duly attested to by their authorized officers in that behalf, and affixed their signatures, and the party of

the second part has hereunto affixed its corporate seal duly attested to by its authorized officers in the behalf, all as of the date first above written.

SIGNED, SEALED AND DELIVERED by the following:

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Cardston County

Per: _____

Per: _____

Town of Cardston

Per: _____

Per: _____

Village of Glenwood

Per: _____

Per: _____

Village of Hill Spring

Per: _____

Per: _____

Cardston County Emergency Service

Per: _____

Per: _____

Schedule "A"

General Office Supplies

Type of equipment	Manufacturer	Model #	Serial #	Location
WorkTOWER-computer	Lenovo	AAEOM	B5192EB0461E	Cardston office-chief office
Surfacepro	Microsoft	Pro 4	13579362553	Cardston office-chief office
Portable printer	Canon	Pixma iP110	ADWA06479	Cardston office-chief office
Office printer/scanner	Brother	MFC-J6520DW	U3573-A6F179546	Cardston office-chief office
computer-door security	ACER	Aspire	25919C605628	Cardston office-deputy chief chief office
Scanner	Epson	ES-300W	X35N0258028	Cardston office-deputy chief chief office
Scanner/Printer/computer	HP	VersaLink C405	4HX195985	Cardston main office
Monitor	HP	DESKTOP-2H5HGF8	41077D87CA41	Cardston office-work station
Monitor	LG	32UR508	310NTRLEN238	Cardston office-chief office
Monitor	Samsung	S22b350	Z4QQHCLC100187P	Cardston office-chief office
Monitor	Viewsonic	VX55562	TVT171182979	Cardston office-deputy chief chief office
Label printer	Brother	QL-800	U64745-B7Z571589	Cardston office-chief office
I.D.tag printer	Entrust	PX40	523442001	Cardston office-chief office
Laptop-Training room	HP	Probook 6570b		Training room
Smart Projector	Epson	BrightLink 485Wi	SK885i5-SMP	Training room
T.V. / Monitor	Samsnug	UN40J5200AF	04N33CEJ201115	Fire bay active alert monitor
Desktop				Officer office
P/A system w/speakers	Peavey	Escort 3000	OGBJF250280	upstairs storage room
Fridge	Whirpool	WRT318FZDW11	VSD2144421	main floor kitchen
Stove	Whirpool	YWFE521S0HW5	RD1110416	main floor kitchen
Popcorn machine	Cretors	GR6A1X-XX-X	17010013	main floor kitchen

Clothes washer	Kenmore	41073.311	608KWLR5E640	main bathroom
Clothes dryer	Kenmore	81073.16	609KWT8U841	main bathroom
Industrial Gear Washer	UniMac	UWT045	2211015009	main electrical room
SCBA compressor	Irwin Air	C90-1EC	2280-2	tool room
SCBA fill station	Eagle Air	CG210BS1R	43210701	outside tool room
Phone system	Toshiba	Strata-DP5000		13-hand sets thru-out building
Electronic door security	Kentec			entire building locked security
Monitor/computer-all-in-one	HP	22-d10209	20WW1ZCT60	Glenwood station
Printer	Brother	DCP-L2550DW	U64966J0N122998	Glenwood station

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AFRRCS Radio's

1-03	837CWH0698	CAB24MHD08J4
1-4 SPARE	837CWH0701	0
1-05	837CAF1460	CAB24MHD08N9
1-06	837CAF1461	CAB24MHD08MV
1-07	837CAF1462	CAB24MHD00H2
1-08	837CAF1459	CAB24MHD00CG
1-09	837CAT0848	CAB24MHD00DK
1-10	837CAT0851	CAB24MHD0097
1-11	837CAT0861	CAB24MHD08R6
1-12	837CAT0849	CAB24MHD08KB
1-01	837CWH0700	CAB20MHD00DY
1-13	837CAT0853	CAB24MHD08PC
1-14	837CAT0862	CAB24MHD08KN
1-15	837CAT0850	CAB24MHD08RC
1-02	837CWH0699	CAB20MHD00KS
1-16	837CAT0852	CAB24MHD08LX
1-17	837CAT0863	CAB24MHD08NC
1-18 SPARE	837CAT0855	0
1-19	837CAT0841	CAB24MHD08KW
1-20	837CAT0846	CAB24MHD08J1
1-21	837CAT0860	CAB24MHD08L5
1-22	837CAT0847	CAB24MHD08K3
1-23	837CAT0837	CAB24MHD08JD

2-03	837CAT0854	CAB24MHD08LL
2-04	837CAT0856	CAB24MHD08JZ
2-05	837CAT0836	CAB24MHD08KC
2-06	837CAT0843	CAB24MHD08KR
2-07	837CAT0845	CAB24MHD08KK
2-01	837CAT0842	CAB24MHD08LB
2-02	837CAT0838	CAB24MHD08JW
	0	0
2-08	837CAT0858	CAB24MHD08JP
2-09	837CAT0857	CAB24MHD08JH
2-10	837CAT0844	CAB24MHD08KH
2-11	837CAT0840	CAB24MHD08TS
2-12	837CAT0839	CAB24MHD08R7
2-13	837CAT0859	CAB24MHD08LP

Radio

Type:	Display As	Serial Number	Location
NX-5200	FC	B6611279	Cardston
	DC	B6611284	Cardston
	CPT1	B6611285	Cardston
	CPT2	B6611286	Cardston
	LNT1	B6611287	Cardston
	LNT2	B6611288	Cardston
NX-220	MRFD1	B6910304	Glenwood
	MRFD2	B6910309	Glenwood
	MRFD3	B6910308	Glenwood
	MRFD4	B6910303	Glenwood
	MRFD5	B6910307	Glenwood
	MRFD6	B6910302	Glenwood
	MRFD7	B6910301	Glenwood
	MRFD8	B6910306	Glenwood

SCBA Cylinder

	Make	Serial Number	Product. Date	Hydro Test Due	Replace Date	Purchase From	Location
1	Generic	Y237004	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	Page 11
2	Generic	Y237006	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	
3	Generic	Y237011	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	
4	Generic	Y237014	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	
5	Generic	Y237017	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	
6	Generic	Y237018	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	
7	Generic	Y237036	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	
8	Generic	Y237037	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	
9	Generic	Y237038	12 / 2022	12 / 2025	12 / 2037	Bunker Fire Ltd.	
10	Generic	Y237039	12 / 2022	12 / 2025	12 / 2038	Bunker Fire Ltd.	
11	Generic	Y237040	12 / 2022	12 / 2025	12 / 2038	Bunker Fire Ltd.	
12	Generic	Y237040	12 / 2022	12 / 2025	12 / 2038	Bunker Fire Ltd.	
13	Worthington	ALT 695-28364	07 / 2020	07 / 2025	07 / 2035		Glenwood
14	Worthington	ALT 695-23834	03 / 2017	03 / 2022	03 / 2032		Glenwood
15	Worthington	ALT 695-23840	03 / 2017	03 / 2022	03 / 2032		Glenwood
16	Worthington	ALT 695-23835	03 / 2017	03 / 2022	03 / 2032		Glenwood
17	Worthington	ALT 695-23630	01 / 2017	01 / 2022	01 / 2032		Glenwood
18	Worthington	ALT 695-28362	07 / 2020	07 / 2025	07 / 2035		Glenwood
19	Worthington	ALT 695-23839	07 / 2020	07 / 2025	07 / 2035		Glenwood
20	Worthington	ALT 695-28358	03 / 2017	03 / 2022	03 / 2032		Glenwood
21	SCI	ALT 695 20234	04 / 2014	04 / 2019	04 / 2029		Rack
22	Worthington	ALT 695-23838	03 / 2017	03 / 2022	03 / 2032		Rack
23	MSA	IL 33796	04 / 2009	04 / 2014	04 / 2024		Rack
24	MSA	IL 333804	04 / 2009	04 / 2014	04 / 2024		Rack
25	Worthington	ALT 695-23373	12 / 2016	12 / 2021	12 / 2031		Rack
26	SCI	ALT 695-20856	10 / 2014	10 / 2019	10 / 2029		Rack
27	MSA	IL 334418	04 / 2009	04 / 2014	04 / 2024		Rack

28	MSA	IL 333772	04 / 2009	04 / 2014	04 / 2024		Rack
29	SCI	ALT 695-20858	10 / 2014	10 / 2019	10 / 2029		Rack
30	Worthington	ALT 695-23836	03 / 2017	03 / 2022	03 / 2032		Rack
31	MSA	ACU 322911	03 / 2019	03 / 2024	03 / 2034		Rack
32	Worthington	ALT 695-23373	12 / 2016	12 / 2021	12 / 2031		Rack
33	SCI	ALT 695-20853	10 / 2014	10 / 2019	10 / 2029		Rack
34	MSA	ACU 33286	03 / 2014	03 / 2019	03 / 2029		Rack
35	MSA	IL 334203	04 / 2009	04 / 2014	04 / 2024		Rack
36	MSA	IL 334454	04 / 2009	04 / 2014	04 / 2024		Rack
37	MSA	IL 337338	07 / 2009	07 / 2014	07 / 2024		Rack
38	MSA	IL 33682	07 / 2009	07 / 2014	07 / 2024		Rack
39	SCI	ALT 695-20840	10 / 2014	10 / 2019	10 / 2029		Rack
40	MSA	IL 336893	07 / 2009	07 / 2014	07 / 2024		Rack
41	MSA	ACU 321500	03 / 2019	03 / 2024	03 / 2034		Rack
42	Worthington	ALT 695-28360	07 / 2020	07 / 2025	07 / 2035		E5-L
43	Worthington	ALT 695-28363	07 / 2020	07 / 2025	07 / 2035		E5-R
44	SCI	ALT 695-20218	04 / 2014	04 / 2019	04 / 2029		R1-Spare R
45	MSA	ACU 322679	03 / 2019	03 / 2024	03 / 2034		R1-Spare R
46	MSA	IL 336868	07 / 2009	07 / 2014	07 / 2027		R1-Spare R
47	MSA	ACU 322075	03 / 2010	03 / 2015	03 / 2025		R1-Spare L
48	MSA	ACU 321912	03 / 2019	03 / 2024	03 / 2034		R1-Spare L
49	MSA	IL 337372	07 / 2009	07 / 2014	07 / 2024		R1-Spare L
50	Worthington	ALT 695-23631	01 / 2017	01 / 2022	01 / 2032		E2-Spare R
51	SCI	ALT 695-20217	04 / 2014	04 / 2019	04 / 2029		E2-Spare R
52	SCI	ALT 695-20846	10 / 2014	10 / 2019	10 / 2025		E2-Spare L
53	Worthington	ALT 695-28366	07 / 2020	07 / 2025	07 / 2035		E2-spare L
54	SCI	ALT 695-20245	04 / 2014	04 / 2019	04 / 2029		E2-TME
55	MSA	IL 334248	04 / 2009	04 / 2015	04 / 2024		E2-TME
56	MSA	ACU 695-322684	03 / 2019	03 / 2024	03 / 2034		E2-TME
57	MSA	IL 337391	07 / 2009	07 / 2014	07 / 2024		E2-TME
58	MSA	IL 337367	07 / 2009	07 / 2014	07 / 2024		E11-TME
59	Worthington	ALT 695-23833	03 / 2017	03 / 2022	03 / 2032		E11-TME
60	MSA	IL 336726	07 / 2009	07 / 2014	07 / 2024		E11-TME
61	SCI	ALT 695-23376	12 / 2016	12 / 2021	12 / 2032		E11-TME
62	Worthington	ALT 695-28361	07 / 2020	07 / 2025	07 / 2035		E11-Spare
63	Worthington	ALT 695-23629	01 / 2017	01 / 2022	01 / 2032		E11-Spare
64	Worthington	ALT 695-23374	12 / 2016	12 / 2021	12 / 2031		E11-Spare
65	SCI	ALT 695-20216	04 / 2014	04 / 2019	04 / 2029		E11-Spare

66	MSA	IL 334144	04 / 2009	04 / 2014	04 / 2024		Back Wall
67	MSA	IL 336443	07 / 2009	07 / 2014	07 / 2024		Back Wall
68	MSA	IL 334440	04 / 2009	04 / 2014	04 / 2024		Back Wall
69	MSA	ACU 695- 321433	03 / 2019	03 / 2024	03 / 2034		Back Wall
70	Worthington	ALT 695-23380	12 / 2016	12 / 2021	12 / 2032		Back Wall

Unit #	Year	Make	Model	Location	V.I.N.	Plate	Description	Dispatch I.D.
C1	2021	FORD	Explorer 4X4	Card	1FMS8DH5MGA34428		Command Unit	STATION1-C01
Eng.13	2011	GMC	2500HDX/CAB	Card	1GT220CG9BZ188818	BHY6144	Fire/Utility Truck	STATION1-FE13
MFR	2003	FORD	E450	Card	1FDWE35F03HA15464	BHY6078	MFR UNIT	STATION1-MFR1
R1**	2016	FORD	F550 4X4 C/C	Card	1FD0W5HY5GEA34708	BRX7536	NEW RESCUE	STATION1-RV01
Eng. 2	2002	FRGHTLNR	FL-70	Card	1FVABUCS22HK13267	Gone	Fire-Pump/Res.	
MFR2	2002	FORD	E450	Card	1FD5S34F82HA60630	LXN766	MFR UNIT	STATION1-MFR02
Eng. 5	2006	FORD	F350 4X4	Card	1FTWW31P16EB70708	HAX191	Fire-Grass Trk.	STATION1-E05
Boat	2022	Stryker	Pro420	Card	YQWHF028E122	S252-89	Water Rescue	STATION1-B01
Eng. 9	2013	Ford	F450 4X4 C/C	Card	1FD9W4HY2CEC64363	BHL 3680	Fire-Grass Trk.	STATION1-E09
T2	1997	Mack	CH613	Card	1M2AA18C8VW074448	BTW5249	Tender	STATION1-T02
Eng.11	2019	INTRNTNL	HV	Card	3HAEJTAR5KL106964	BZJ6569	Fire-Pump	STATION1-E11
Gator	2019	JohnDeere	XUV835	Card	1M0835RAKM021598	LAW86	Gator	
C.Post	2012	Horizon		Card	2H9RBA217XC094128	4AV8-07	Command Trlr.	STATION1-CT
G.Trlr.	2020	Velocity		Card	2C9BC2028KC100026	5SK9-79	Wildland Trlr.	STATION1-WL
Eng. 14	2024	INTRNTNL	HV607	Card	3HAEJTAR4RL044998	DYB396	Fire-Pump/Res.	STATION1-E14
Eng. 15	2024	FORD	F550 4X4 C/C	Card	1FD0W5HN5REE12907	CSX1626	Fire-Grass Trk.	STATION1-E15
T1	1991	INTRNTNL	8300	Hill	1HSHKLSR7MM371035	BBL7296	Tender	STATION3-T1
Eng.10	2009	GMC	2500 4x4 C/C	Hill	1GTHK43K89F161238	TBA017	Fire-Grass Trk.	STATION3-E10

Eng. 8	2009	INTRNTNL.	4400	Glen	1HTMKAZR89H115272	RAY262	Fire-Pump/Res.	STATION2-E8
Eng.12	2019	Ford	F450 4X4 C/C	Glen	1FDOW4HY9KEF44126	BZR1943	Fire-Grass Trk.	STATION2-E12
Eng. 7	2001	DODGE	2500 4X4	Glen	3B7KF26Z81M244826	HAX187	Utility Truck	STATION2-E7

MUN THIS AGREEMENT made this ____ day of _____, 2025

BETWEEN:

CARDSTON COUNTY
(hereinafter referred to as the "County")

-and-

TOWN OF CARDSTON
(hereinafter referred to as "Cardston")

-and-

VILLAGE OF GLENWOOD
(hereinafter referred to as "Glenwood")

-and-

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

JOINT FIRE SERVICES AGREEMENT

WHEREAS:

- A.** The Parties operate the Cardston County Emergency Services;
- B.** The Parties wish to:
 - (a)** formalize the fire services/department arrangements between the respective individual Parties participating in the operation and funding of the Fire Department;
 - (b)** advance, promote, and encourage opportunities and programs for collaboration amongst the Parties for their joint benefit, as well as the ultimate benefit of the residents of the respective Parties and the surrounding communities;
 - (c)** ensure the safety of residents and businesses throughout the respective jurisdictions of the Parties through the coordinated operations of the Joint Fire Services;
 - (d)** to ensure the organizational structure falls within the provincial regulations and all assets of the departments are under the control and management of one member partner, resulting in a legal entity that provides for the protection of staff.
 - (e)** to provide for planning, development, training, and operation of the respective 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;

- C. The Parties have identified the value of establishing policies, programs and processes for collaborating on the planning, development, training and operation of the Fire Department, the purchase, operation, use, maintenance, repair and replacement of their respective equipment and facilities, and the coordination and delivery of the Joint Fire Services, the Joint Fire Programs, for the joint benefit of the Fire Parties;
- D. The Parties are committed to participating, cooperating and coordinating with each other on an ongoing basis, as further contemplated within this Agreement, for the joint benefit of the Parties;

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

ARTICLE 1 - DEFINITIONS

- 1.1 **Definitions.** Unless otherwise specifically defined, all capitalized terms used throughout this Agreement shall have the meanings provided for within **Schedule "A"**.
- 1.2 **Schedules.** The following schedules are attached to, and form a part of, this Agreement:

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

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

- 2.1 **Application.** Unless otherwise specifically provided for within this Agreement, this Agreement applies to:
 - (a) the direct control and ownership of assets
 - (b) planning, development, training, and operation of the Parties' respective Fire Departments;
 - (c) planning, development, and operation of Joint Fire Programs; and
 - (d) the coordination of equipment purchases to ensure interchangeability and interoperability across Fire Departments.
- 2.2 **Guiding Principles.** The Parties recognize that the following principles should guide the planning, development, implementation, and operation of the Joint Fire Services and the Joint Fire Programs:
 - (a) **Appropriateness** – the collaboration amongst the Parties must be suitable for and beneficial to the Parties participating in the aspect of the partnership;
 - (b) **Adaptability** – the collaboration amongst the Parties must be multi-dimensional and flexible to change, participation, and future growth;

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

ARTICLE 3 - TERM AND RENEWAL

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

ARTICLE 4 - GOVERNANCE

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

- (a) subject always to subsection (b) below, the Fire Departments shall:
 - i. be owned by Cardston County,
 - ii. governed by the Joint Governance Committee/Board; and
 - iii. managed and operated by or through the Joint Emergency Service Committee, working with Fire Chiefs;
- (b) the budgeting and operation of the Fire Department, the Joint Fire Services and Joint Fire Programs will be coordinated through the Joint Governance Committee/Board, working with the Joint Emergency Services Committee and the Joint Fire Coordinator;

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

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

ARTICLE 5 - JOINT OPERATIONS

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

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

- (a) ensuring all decisions and recommendations are made in accordance with the goals, principles, and spirit of this Agreement;
- (b) identifying, approving, budgeting and planning for the delivery of the Joint Fire Services and the Joint Fire Programs for the maximum benefit to the Parties;
- (c) ensuring the operation of the Joint Fire Services and the Joint Fire Programs are within the applicable budget parameters;
- (d) ensuring the Joint Fire Services achieve the Fire level of Services set by each Municipality;
- (e) ensuring the coordination of the operations of the Joint Fire Services and the Joint Fire Programs to maximize synergies for the Parties;
- (f) establishing agreed-upon rates for equipment and personnel utilized in providing the Mutual Aid Services and/or Joint Fire Services, as may be applicable;

- (g) equipment replacement, billing requirements, recruitment, policy and standard operating procedures, and any other matter that may affect the delivery of Mutual Aid Service and/or Joint Fire Services, or the operation of the Fire Department; and
- (h) exploring options for the further development and enhancement of the Joint Fire Programs, the development of new Joint Fire Programs, and the development policies, processes or other agreements, as may be determined to be necessary or prudent for the purposes of carrying out the spirit and intent of this Agreement;

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

ARTICLE 6 - COORDINATION & IMPLEMENTATION

- 6.1 The Joint Fire Coordinator.** Unless otherwise agreed to by the Parties, the Joint Fire Coordinator shall undertake the coordination and management of the meetings and mandate of the Joint Emergency Services Committee on behalf of the Parties, as contemplated within **Schedule "C"** upon and subject to the terms, covenants and conditions contained within this Agreement.
- 6.2 The Fire Chief** and his staff, shall be responsible for the ongoing implementation and operation of the Joint Fire Programs and will specifically have the responsibility to:
- (a) create, review and amend the SOGs respecting the delivery of the Joint Fire Services;
 - (b) review, and recommend to the Joint Emergency Services Committee, respecting the delivery of the Mutual Aid Services and/or Joint Fire Services;
 - (c) create, implement, manage and operate each of the Joint Fire Programs;
 - (d) coordinate the operations of the Fire Department;
 - (e) conduct and coordinate incident reviews respecting the Mutual Aid Services and/or the Joint Fire Services, and reviews of the Joint Fire Programs, and prepare recommendations for improvements to the Fire Departments, the Mutual Aid Services, the Joint Fire Services, and the Joint Fire Programs;
 - (f) manage and operate the Joint Fire Programs within the applicable budget parameters; and
 - (g) explore options for the further development and enhancement of the Joint Fire Programs, the development of new Joint Fire Programs, and the development policies, processes or other agreements, as may be determined to be necessary or prudent for the purposes of carrying out the spirit and intent of this Agreement;

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

ARTICLE 7 - OWNERSHIP, CONTROL, OPERATION AND RESPONSIBILITY

- 7.1 Ownership & Control of Fire Departments, Equipment & Facilities.** It is acknowledged and agreed between the Parties that:
- (a) All firefighting equipment and supplies will be owned by Cardston County as described within Section 4.1(a) of this Agreement.

- (b) All employees of the Fire Department shall become part-time employees of Cardston County and fall within the County's WCB Program.
- (c) It is understood and agreed that any fire service facilities shall be owned by the Municipality in which they are physically located. The Joint Fire Committee shall be responsible for any necessary upgrades, maintenance, or repairs to such facilities as part of the annual budgeting process. Each Municipality shall lease its respective facility to the Joint Fire Committee for a nominal fee, under terms to be mutually agreed upon, to support the continued delivery of regional fire services. ;
- (d) Notwithstanding the foregoing, the Parties shall operate, manage, maintain, and use each Fire Hall in a coordinated manner under the direction of the Joint Governance Committee/Board, the Joint Emergency Services Committee, and the Joint Fire Coordinator.

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

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

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

ARTICLE 8 - FINANCIAL RESPONSIBILITY

- 8.1 Fire Chief.** Will be responsible for preparing an annual budget and presenting it to the Joint Emergency Services Committees for review and then submission to the Joint Governance Board. Members shall be responsible for the operation and capital cost as per:
 - (a) Paragraph 2(b)(i) of **Schedule "E"**, or otherwise by agreement between Cardston County, Town of Cardston, Village of Glenwood and Village of Spring Hill; and
- 8.2 Mutual Aid Program.** Each of the Parties will be responsible for payment of the costs of providing the Mutual Aid Services, which are invoiced by the Responding Party in accordance with the provisions of Schedule "F."
- 8.3 Joint Fire Coordinator.** Each of the Parties will be responsible for its Proportionate Share of the costs of the Joint Fire Coordinator, which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of **Schedule "E"**;
- 8.4 Joint Fire Services.** Each of the Parties will be responsible for its Proportionate Share of costs of providing Joint Fire Services as contemplated within **Schedule "E," which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of Schedule "D."**

- 8.5 Joint Fire Programs.** Each of the Parties will be responsible for its Proportionate Share of costs of providing Joint Fire Programs, as contemplated within **Schedule "E," which Proportionate Share shall be established by being agreed in writing by the Parties in accordance with the provisions of Schedule "E."**
- 8.6 Fire Level of Service Policy.** Each party understands and agrees that they are responsible for a higher proportion of the costs associated with fire services required under their respective Fire Level of Service Policy, particularly when another party's policy does not require such services. See **Schedule "H"** as amended from time to time.
- 8.7 Payment and Responsibilities.** The financial responsibilities of each of the Parties in respect of the Joint Fire Services and the Joint Fire Programs are provided within **Schedule "E"**.

ARTICLE 9 - BUDGET MANAGEMENT

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

ARTICLE 10 - INSURANCE, INDEMNITY & DEFAULT

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

ARTICLE 11 - EXPIRATION & TERMINATION

- 11.1 Expiration.** The provisions of this Agreement shall continue in full force and effect until terminated in accordance with the following provisions.
- 11.2 Termination.** The Parties may agree to terminate this Agreement at any time upon mutual agreement, subject always to:

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

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

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

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

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

ARTICLE 12 - GENERAL

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

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

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

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

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

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

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

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

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

CARDSTON COUNTY

Per: _____

Per: _____

TOWN OF CARDSTON

Per: _____

Per: _____

VILLAGE OF GLENWOOD

Per: _____

Per: _____

VILLAGE OF HILL SPRING

Per: _____

Per: _____

SCHEDULE "A"

DEFINITIONS

1. Definitions

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

- (a) **"Agreement"** means this Joint Fire Services Collaboration Agreement, together with all schedules attached hereto;
- (b) **"Cardston County Emergency Services"** means the equipment, facilities, personnel and corresponding emergency services operations jointly owned and operated by the County, Cardston, Glenwood and Hill Spring;
- (c) **"Dispute Resolution Procedure"** means that procedure for the resolution of disputes between the Parties contained within **Schedule "G"** attached hereto;
- (d) **"Emergency"** means a sudden, unexpected happening or unexpected occasion for action in which events require trained Firefighters to use their skill and judgment in the application of firefighting equipment or rescue equipment and techniques to manage the emergency scene, and **"Emergencies"** means two (2) or more of them;
- (e) **"Fire Chief"** means the fire chief for Cardston County Emergency Service appointed from time to time.
- (f) **"Fire Department"** Shall mean Cardston County Emergency Service;
- (g) **"Fire Halls"** Means the physical structure which holds Fire Equipment located within the member communities.
- (h) **"Fire Level of Service Policy"** The Fire Level of Service Policy outlines the specific scope, standards, and types of fire protection and emergency response services required by a municipality. This policy defines the level of service based on factors determined by the Municipal Council, such as community needs, risks, available resources, and regulatory requirements. It also serves as a framework for determining the allocation of responsibilities, costs, and operational practices for fire services.
- (i) **"Fire Suppression"** includes the application of equipment and training to extinguish fires either on land or in structures;
- (j) **"Fiscal Year"** means the financial or operating year of this Agreement, which year shall be a calendar year unless otherwise agreed to by the Parties or otherwise determined by the Joint Emergency Services Committee;
- (k) **"Force Majeure"** means any event causing a bona fide delay in the performance of any obligations under this Agreement and resulting from:
 - (i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - (ii) any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the Parties;

- (iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
- (iv) a strike, lockout, slowdown, or other combined action of workers; or
- (v) an act of God;

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

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

as more particularly provided for within the Joint Fire Operations Budget, and those costs which are specifically the responsibility of each Party as contemplated within **Schedule "E"** or otherwise excluded from the Joint Fire Operations Budget under this Agreement;
- (t) **"Joint Governance Committee/Board"** means the Joint Governance Committee/Board as described in Article 4 and **Schedule "B"** of this Agreement;
- (u) **"Mutual Aid Services"** means those services outlined within **Schedule "D"**;
- (v) **"Parties"** means, collectively, the parties executing this Agreement, and **"Party"** means one of them;

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

2. Compliance With Laws

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

3. New Parties

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

4. Assignment

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

5. Severable

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

6. No Partnership

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

7. Interpretation and Amendments

This Agreement as and from its effective date supersedes and extinguishes all prior agreements between the Parties relating to the Joint Fire Services and the Joint Fire Programs. Agreements that follow this effective date will be considered as enhancements not replacements. The Agreement is the entire Agreement between the Parties in

respect to the issues contained herein and it may not be and shall not be amended or altered in any way other than by an amending agreement in writing duly executed by the Parties.

SCHEDULE "B"

JOINT GOVERNANCE COMMITTEE/BOARD

1. Joint Governance Committees/Boards

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

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

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

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

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

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

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

3. Representatives

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

4. Vacancies

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

5. Action by the Joint Governance Committee/Board

The powers of the Joint Governance Committee/Board may be exercised by resolution at a meeting of the Joint Governance Committee/Board members at which a quorum is present. Quorum for meetings of the Joint Governance Committee/Board shall be satisfied where four (4) members of the Joint Governance Committee/Board (or their authorized replacement, as contemplated within this Schedule) are present.

6. Attendance and Meetings

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

7. Voting Rights

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

8. Budget and Operations

The Fire Chief shall submit the annual operating budget for the Fire Department to the Joint Emergency Service Committee in accordance with **Schedule "E"**.

9. Records

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

Administrative Support will be provided by a staff member of either Cardston County or the Town of Cardston or maybe a third-party individual as determined by the Joint Fire Coordinator.

All records of the Joint Governance Committee/Board will be retained at the offices of Cardston County Emergency Service or Cardston County.

10. Limitation of Liability

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

11. Authority of the Joint Governance Committee/Board

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

12. Referral to Dispute Resolution

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

13. Remuneration of Committee Representatives

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

SCHEDULE "C"

JOINT EMERGENCY SERVICES COMMITTEE

1. Joint Emergency Services Committee

The Joint Emergency Services Committee shall be made up of:

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

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

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

The Parties hereby establish the Joint Emergency Services Committee to manage the strategic direction and general operating policies of the Joint Fire Services and the Joint Fire Programs. The power and authority of the Joint Emergency Services Committee shall be subject to the terms and provisions of this Agreement. Their role shall be to make decisions and give approvals regarding the ongoing strategic direction, general operating policies, and budgeting of the Joint Fire Services and the Joint Fire Programs. Unless otherwise unanimously agreed upon, the chair shall be the Joint Fire Coordinator.

3. Representatives

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

4. Vacancies

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

5. Action by the Joint Emergency Services Committee

The powers of the Joint Emergency Services Committee may be exercised by resolution at a meeting of its Joint Emergency Services Committee members at which a quorum is present. A quorum of the Joint Emergency Services Committee shall be satisfied where Three (3) members of the Joint Emergency Services Committee are present, and each of the Parties is represented.

6. Attendance at Meetings

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

7. Voting Rights

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

8. Records

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

All records of the Joint Emergency Services Committee will be retained at the offices of Cardston County Emergency Services or Cardston County.

9. Limitation of Liability

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

10. Authority of the Joint Emergency Services Committee

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

11. Referral to Dispute Resolution

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

12. Remuneration of Committee Representatives

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

SCHEDULE "D"

MUTUAL AID SERVICES

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

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

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

SCHEDULE "E"

JOINT FIRE OPERATIONS BUDGET & PAYMENTS

1. Budgets and Reports

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

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

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

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

2. Proportionate Shares

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

- (a) **Joint Fire Services & Programs Costs** – in respect of the Cardston County Emergency Services, the Proportionate Shares shall be as follows:
 - (b) (i) **Fire Department Costs** – in respect of the costs of the respective Fire Departments:
 - (ii) **Costs of Cardston County Emergency Services** – in respect of the Cardston County Emergency Services, the Proportionate Shares shall be as follows:
 - (A) **Cardston County** – 46.5%;
 - (B) **Town of Cardston** – 46.5%;
 - (C) **Village of Glenwood** – 4%;
 - iv. **Village of Hill Spring** – 3%;
 - v. **Or as per the ICF Agreement.**
- (C) **Fire Level of Service.** – Each partner acknowledges that the level of fire services required under their respective Fire Level of Service Policy may result in additional costs. If a specific fire service is required solely by one partner and is not a requirement under the policies of other partners, that partner will be responsible for covering the majority of the associated costs for that service.

3. Billing and Cost Recovery

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

4. Estimate and Payment

Within **Thirty (30) days** of the approval of the Joint Fire Operations Budget and in any event, within **Sixty (60) days** of the commencement of each Fiscal Year, the Joint Fire Coordinator shall advise the Parties in writing of its estimate of the Proportionate Share of the Joint Fire Services & Programs Costs payable by each of the Parties

during the then current Fiscal Year or remaining portion thereof. Such estimate shall be a reasonable estimate and based upon either the approved Joint Fire Operations Budget or otherwise, wherever possible, upon previous operating expenses. Each Party's Proportionate Share of the Joint Fire Services & Programs Costs shall be paid:

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

based on the Joint Fire Coordinator's estimate.

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

5. Payment of Costs, Changes and Overruns

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

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

6. The Joint Governance Committee. Accounting and Adjustment

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

7. Payment of Adjustment

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

8. Access to Information

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

SCHEDULE "F"

INSURANCE, INDEMNITY & DEFAULT

1. Insurance

Throughout the Term of this Agreement:

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

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

2. Certificates

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

3. Indemnity

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

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

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

4. Limitation of Liability

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

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

5. Default

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

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

6. Notices and Cure Periods

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

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

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

7. Payment Default

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

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

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

8. Performance Default

In the case of a Performance Default:

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

9. Insolvency Default

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

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

10. Remedies Cumulative

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

11. Force Majeure

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

SCHEDULE "G"

DISPUTE RESOLUTION PROCEDURE

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

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

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

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

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

SCHEDULE “H”

4



Policy: FIRE LEVEL OF SERVICE POLICY	
Authorized by: COUNCIL	Policy Source: BYLAW
Effective Date:	Page: 1 OF 5

Policy Objective

Cardston County recognizes that Cardston County Emergency Services and Magrath and District Emergency Services, including the Del Bonita Fire Department, are authorized to provide emergency services within Cardston County.

Purpose:

This policy establishes the authorized emergency services that fire departments within Cardston County boundaries are permitted to provide. It also sets the standard service levels for each type of emergency response to ensure consistency and effectiveness in service delivery.

Policy

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

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

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

Process:

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

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

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



CARDSTON COUNTY – POLICY HANDBOOK
POLICY NO: Admin P-018

Policy: FIRE LEVEL OF SERVICE POLICY	
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Services	Services Level
Fire Suppression	<p>Suppression and safe control of structural, vehicular, and wildland fires</p> <ul style="list-style-type: none">➤ Fire Fighting Operations will comply with NRPA 1001 Standard for Professional Firefighter Qualifications.➤ Fire suppression of vehicle fires not involving a significant amount of hazardous materials.➤ Where a vehicle is transporting substantial quantities of hazardous materials, fire services will restrict suppression efforts to those necessary to protect exposures without exposure of firefighters to those hazardous materials.➤ Oil and Gas extraction locations fire; Cardston County fire departments will provide support services only, Securing the site perimeter fire control secondary fires outside 100 meters of the extraction location.➤ Full wildland-urban interface firefighting services.



CARDSTON COUNTY – POLICY HANDBOOK
POLICY NO: Admin P-018

Policy: FIRE LEVEL OF SERVICE POLICY

Authorized by: COUNCIL

Policy Source: BYLAW

Effective Date:

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Hazardous Materials Response

Provide services to the NFPA 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction initial response, assessment, containment, and mitigation of hazardous materials emergencies as it pertains to the specified services listed below:

1. Fire department response to these events is limited to the following
 - 1.1. Observation and evaluation
 - 1.2. Securing the site perimeter
 - 1.3. Evacuation of persons outside the “hot zone” and
 - 1.4. Control of hydrocarbon leaks or spills of containers less than 750 litres
2. All other hazardous materials events will be managed using competent third-party service providers.

Emergency Medical or First Responder Services

Provide medical co-response utilizing firefighting crews and apparatus delivered at the following service level:

- i. Basic Life Support

Rescue

Provide services to the NFPA 1006 Standard for Technical Rescuer Professional Qualifications, 2008 Edition, as it pertains to the specified services listed in this Policy

- i. Vehicles and machinery rescues:
 - a. Incident command
 - b. Patient care in support of ambulance operations
 - c. Extrication from motor vehicle collisions
 - d. Scene stabilization
 - e. Traffic control
 - f. Road surface cleanup
 - g. Fluids control and containment (in compliance with Hazardous Materials service levels)
- ii. Water Rescue: (Cardston County Emergency Service)
 - a. Surface Still-Water Rescue
 - b. Swift-Water Rescue
 - c. Support for underwater rescue and recovery operations
- iii. Ice Rescue:
 - a. Surface ice rescue
 - b. Support to under-ice rescue and recovery operations
- iv. Grain Bin Rescue: (Magrath and District Emergency Services)
 - a. Bin rescue



CARDSTON COUNTY – POLICY HANDBOOK
POLICY NO: Admin P-018

Policy: FIRE LEVEL OF SERVICE POLICY

Authorized by: COUNCIL

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	<ul style="list-style-type: none"> b. Support for grain bin rescue and recovery <p>v. Rope Rescue:</p> <ul style="list-style-type: none"> a. Low angle and slope rescue operations only b. Competent third-party service providers will perform all high-angle rope rescue and technical rescue operations. <p>vi. Confined Space Rescue</p> <ul style="list-style-type: none"> a. Site security b. Incident command c. Competent third-party services providers will perform all trench rescue operations <p>vii. Building Collapse</p> <ul style="list-style-type: none"> a. Site security b. Incident command c. Rescue operations in wood frame structures d. Complex building collapse operations will be performed in concert with competent third-party services providers.
Prevention and Inspection	<p>Public education and awareness programs include, but are not restricted to:</p> <ul style="list-style-type: none"> ➤ Fire Prevention Week ➤ FireSmart ➤ School Tours ➤ Seniors Programs ➤ Open Houses ➤ Seasonal campaigns <p>Fire Inspections</p> <ul style="list-style-type: none"> i. Enforcement of the Alberta Fire Code ii. Inspection of all public buildings per the Alberta Safety Codes Act and the local Authority's Qualify Management Plan-Fire <p>Fire Investigations:</p> <ul style="list-style-type: none"> i. As required by the Alberta Safety Codes Act. <p>Planning and Development</p> <ul style="list-style-type: none"> i. Participate in the review of some development-related plans and processes to ensure that fire and emergency management considerations are addressed in new Group Country Residential and large Rural Recreational Developments



CARDSTON COUNTY – POLICY HANDBOOK
POLICY NO: Admin P-018

Policy: FIRE LEVEL OF SERVICE POLICY	
Authorized by: COUNCIL	Policy Source: BYLAW
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Training	Development and maintenance of skills necessary for the safe, legal and effective delivery of the services and functions identifies in this policy i. Provide ongoing competency management programs for all approves services in this policy
Other Services and Authorities	Issuance of Open-air and burning permits. Declare fire bans within fire protection areas.



TOWN POLICY

COUNCIL POLICY:

Fire Level of Service Policy

POLICY NUMBER: F-35

RESOLUTION NUMBER: 2025-88

ADOPTED: April 8, 2025

REFERENCE:

SUPERSEDES: New

PREPARED BY: Chief Administrative Officer

DATE: April 8, 2025

UP FOR REVIEW: April 8, 2025

Policy Statement:

The Town of Cardston recognizes that Cardston County Emergency Services is authorized to provide emergency services within the Town of Cardston.

To identify the emergency services, the Fire Department is authorized to provide and determine the standard level for each service.

The purpose of this policy is to:

Authorize the Fire Department to provide and determine the standard level for each service in order to identify the emergency services.

1. Policy

- (1) This Policy is required to meet the Relevant Provincial Health and Safety regulations related to the provision of firefighting and rescue services.
- (2) Unless otherwise specified, references to a specific standard are the version in effect on the most recent Council revision date.
- (3) This Policy anticipates that the Town of Cardston and Cardston County will decide the services they deem appropriate to their fire protection area, recognizing that the fire department will have to meet the service standards detailed in this Policy.





TOWN POLICY

TITLE: Fire Level of Service Policy

POLICY NUMBER: F-35

2. Process

- (1) Fire administration will ensure that the level of services identified is adhered to and that employees providing the services are deemed competent.
- (2) Fire administration will ensure that it monitors the program's effectiveness, identifies areas where the level of service may require amendments, and brings those recommendations back to the board for their review.
- (3) Town of Cardston Council will periodically review and approve the service levels.

Services	Services Level
Fire Suppression	<p>Suppression and safe control of structural, vehicular, and wildland fires</p> <ul style="list-style-type: none">➤ Fire Fighting Operations will comply with NRPA 1001 Standard for Professional Firefighter Qualifications.➤ Fire suppression of vehicle fires not involving a significant amount of hazardous materials.➤ Where a vehicle is transporting substantial quantities of hazardous materials, fire services will restrict suppression efforts to those necessary to protect exposures without exposure of firefighters to those hazardous materials.➤ Full wildland-urban interface firefighting services.





TOWN POLICY

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TITLE: Fire Level of Service Policy

POLICY NUMBER: F-35

Hazardous Materials Response	<p>Provide services to the NFPA 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction initial response, assessment, containment, and mitigation of hazardous materials emergencies as it pertains to the specified services listed below:</p> <ol style="list-style-type: none">1. Fire department response to these events is limited to the following<ol style="list-style-type: none">1.1. Observation and evaluation1.2. Securing the site perimeter1.3. Evacuation of persons outside the "hot zone" and1.4. Control of hydrocarbon leaks or spills of containers less than 750 litres2. All other hazardous materials events will be managed using competent third-party service providers.
Emergency Medical or First Responder Services	<p>Provide medical co-response utilizing firefighting crews and apparatus delivered at the following service level:</p> <ol style="list-style-type: none">i. Basic Life Support
Rescue	<p>Provide services to the NFPA 1006 Standard for Technical Rescuer Professional Qualifications, 2008 Edition, as it pertains to the specified services listed in this Policy</p> <ol style="list-style-type: none">i. Vehicles and machinery rescues:<ol style="list-style-type: none">a. Incident commandb. Patient care in support of ambulance operationsc. Extrication from motor vehicle collisionsd. Scene stabilizatione. Traffic controlf. Road surface cleanupg. Fluids control and containment (in compliance with Hazardous Materials service levels)ii. Water Rescue:<ol style="list-style-type: none">a. Surface Still-Water Rescueb. Swift-Water Rescuec. Support for underwater rescue and recovery operationsiii. Ice Rescue:<ol style="list-style-type: none">a. Surface ice rescueb. Support to under-ice rescue and recovery operationsiv. Rope Rescue:<ol style="list-style-type: none">a. Low angle and slope rescue operations onlyb. Competent third-party service providers will perform all high-angle rope rescue and technical rescue operations.v. Confined Space Rescue





TOWN POLICY

TITLE: Fire Level of Service Policy

POLICY NUMBER: F-35

	<ul style="list-style-type: none"> a. Site security b. Incident command c. Competent third-party services providers will perform all trench rescue operations <p>vi. Building Collapse</p> <ul style="list-style-type: none"> a. Site security b. Incident command c. Rescue operations in wood frame structures d. Complex building collapse operations will be performed in concert with competent third-party services providers.
Prevention and Inspection	<p>Public education and awareness programs include, but are not restricted to:</p> <ul style="list-style-type: none"> ➤ Fire Prevention Week ➤ FireSmart ➤ School Tours ➤ Seniors Programs ➤ Open Houses ➤ Seasonal campaigns <p>Fire Inspections</p> <ul style="list-style-type: none"> i. Enforcement of the Alberta Fire Code ii. Inspection of public buildings per the Alberta Safety Codes Act and the local Authority's Quality Management Plan-Fire. Buildings shall be inspected by complaint or request so far as resources allow. <p>Fire Investigations:</p> <ul style="list-style-type: none"> i. As required by the Alberta Safety Codes Act. <p>Planning and Development</p> <ul style="list-style-type: none"> i. Participate in the review of some development-related plans and processes to ensure that fire and emergency management considerations are addressed in new Group Country Residential and large Rural Recreational Developments
Training	<p>Development and maintenance of skills necessary for the safe, legal and effective delivery of the services and functions identifies in this policy</p> <ul style="list-style-type: none"> i. Provide ongoing competency management programs for all approved services in this policy
Other Services and Authorities	<p>Issuance of Open-air and burning permits. Declare fire bans within fire protection areas.</p>





VILLAGE OF GLENWOOD – POLICY HANDBOOK
POLICY NO: A012.2025
FIRE LEVEL OF SERVICE POLICY
RESOLUTION DATE – JUNE 11, 2025

Policy: FIRE LEVEL OF SERVICE POLICY	
Authorized by: COUNCIL	Policy Source: BYLAW
Effective Date: JUNE 11, 2025	Page: 1 OF 5

Policy Objective

Village of Glenwood recognizes that Cardston County Emergency Services and Magrath and District Emergency Services, including the Del Bonita Fire Department, are authorized to provide emergency services within Cardston County.

Purpose:

This policy establishes the authorized emergency services that fire departments within Cardston County boundaries are permitted to provide. It also sets the standard service levels for each type of emergency response to ensure consistency and effectiveness in service delivery.

Policy

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

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

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

Process:

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



VILLAGE OF GLENWOOD – POLICY HANDBOOK
 POLICY NO: A012.2025
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Fire administration will ensure that it monitors the program's effectiveness, identifies areas where the level of service may require amendments, and brings those recommendations back to the board for their review.

Village of Glenwood Council will periodically review and approve the service levels.

Services	Services Level
Fire Suppression	<p>Suppression and safe control of structural, vehicular, and wildland fires</p> <ul style="list-style-type: none"> ➤ Fire Fighting Operations will comply with NRPA 1001 Standard for Professional Firefighter Qualifications. ➤ Fire suppression of vehicle fires not involving a significant amount of hazardous materials. ➤ Where a vehicle is transporting substantial quantities of hazardous materials, fire services will restrict suppression efforts to those necessary to protect exposures without exposure of firefighters to those hazardous materials. ➤ Oil and Gas extraction locations fire; Cardston County fire departments will provide support services only, Securing the site perimeter fire control secondary fires outside 100 meters of the extraction location. ➤ Full wildland-urban interface firefighting services.



VILLAGE OF GLENWOOD – POLICY HANDBOOK
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Hazardous Materials Response	<p>Provide services to the NFPA 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction initial response, assessment, containment, and mitigation of hazardous materials emergencies as it pertains to the specified services listed below:</p> <ol style="list-style-type: none"> 1. Fire department response to these events is limited to the following <ol style="list-style-type: none"> 1.1. Observation and evaluation 1.2. Securing the site perimeter 1.3. Evacuation of persons outside the “hot zone” and 1.4. Control of hydrocarbon leaks or spills of containers less than 750 litres 2. All other hazardous materials events will be managed using competent third-party service providers.
Emergency Medical or First Responder Services	<p>Provide medical co-response utilizing firefighting crews and apparatus delivered at the following service level:</p> <ol style="list-style-type: none"> i. Basic Life Support
Rescue	<p>Provide services to the NFPA 1006 Standard for Technical Rescuer Professional Qualifications, 2008 Edition, as it pertains to the specified services listed in this Policy</p> <ol style="list-style-type: none"> i. Vehicles and machinery rescues: <ol style="list-style-type: none"> a. Incident command b. Patient care in support of ambulance operations c. Extrication from motor vehicle collisions d. Scene stabilization e. Traffic control f. Road surface cleanup g. Fluids control and containment (in compliance with Hazardous Materials service levels) ii. Water Rescue: (Cardston County Emergency Service)



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	<ul style="list-style-type: none"> a. Surface Still-Water Rescue b. Swift-Water Rescue c. Support for underwater rescue and recovery operations iii. Ice Rescue: <ul style="list-style-type: none"> a. Surface ice rescue b. Support to under-ice rescue and recovery operations iv. Grain Bin Rescue: (Magrath and District Emergency Services) <ul style="list-style-type: none"> a. Bin rescue b. Support for grain bin rescue and recovery v. Rope Rescue: <ul style="list-style-type: none"> a. Low angle and slope rescue operations only b. Competent third-party service providers will perform all high-angle rope rescue and technical rescue operations. vi. Confined Space Rescue <ul style="list-style-type: none"> a. Site security b. Incident command c. Competent third-party services providers will perform all trench rescue operations vii. Building Collapse <ul style="list-style-type: none"> a. Site security b. Incident command c. Rescue operations in wood frame structures d. Complex building collapse operations will be performed in concert with competent third-party services providers.
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VILLAGE OF GLENWOOD – POLICY HANDBOOK
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Policy: FIRE LEVEL OF SERVICE POLICY	
Authorized by: COUNCIL	Policy Source: BYLAW
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Prevention and Inspection	<p>Public education and awareness programs include, but are not restricted to:</p> <ul style="list-style-type: none"> ➤ Fire Prevention Week ➤ FireSmart ➤ School Tours ➤ Seniors Programs ➤ Open Houses ➤ Seasonal campaigns <p>Fire Inspections</p> <ul style="list-style-type: none"> i. Enforcement of the Alberta Fire Code ii. Inspection of all public buildings per the Alberta Safety Codes Act and the local Authority's Quality Management Plan-Fire <p>Fire Investigations:</p> <ul style="list-style-type: none"> i. As required by the Alberta Safety Codes Act. <p>Planning and Development</p> <ul style="list-style-type: none"> i. Participate in the review of some development-related plans and processes to ensure that fire and emergency management considerations are addressed in new Group Country Residential and large Rural Recreational Developments
Training	<p>Development and maintenance of skills necessary for the safe, legal and effective delivery of the services and functions identifies in this policy</p> <ul style="list-style-type: none"> i. Provide ongoing competency management programs for all approves services in this policy
Other Services and Authorities	<p>Issuance of Open-air and burning permits. Declare fire bans within fire protection areas.</p>

JOINT MUNICIPAL
FAMILY AND COMMUNITY SUPPORT SERVICES
AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2025.

BETWEEN:

THE TOWN OF CARDSTON, a body corporate, having its office in the Town of Cardston,
in the Province of Alberta,
(HEREINAFTER KNOWN AS THE PARTY OF THE FIRST PART)

CARDSTON COUNTY, a body corporate, having its office in the Town of Cardston,
in the Province of Alberta,
(HEREINAFTER KNOWN AS THE PARTY OF THE SECOND PART)

THE VILLAGE OF GLENWOOD, a body corporate, having its office in the Village of Glenwood,
in the Province of Alberta,
(HEREINAFTER KNOWN AS THE PARTY OF THE THIRD PART)

THE VILLAGE OF HILL SPRING, a body corporate, having its office in the Village of Hill Spring,
in the Province of Alberta,
(HEREINAFTER KNOWN AS THE PARTY OF THE FOURTH PART)

WHEREAS Section 2 of the Family and Community Support Services Act states, "a municipality may enter into agreements with other municipalities to provide for the establishment, administration and operation of joint family and community support services programs";

AND WHEREAS the FCSS Act and Regulation provide for municipalities to sponsor a program to provide preventive services that enhance the social well-being of individuals and families through promotion or early intervention strategies consistent with the criteria listed in the FCSS Regulation;

AND WHEREAS the role of Family and Community Support Services is to provide programming that promotes, encourages, and strengthens family and community life, and to assist in preventing further breakdown of the family and the community. The Minister in charge of administering the Act may sign an agreement with the municipality or municipalities and may pay 80% of the costs of the program;

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree as follows:

I. DEFINITIONS

- "Act" means the Family and Community Support Services Act of Alberta, R.S.A., 2000.

1. The parties hereby agree that the Town of Cardston, Party of the First Part, will be the Unit Authority, acting on behalf of and at the direction of the other parties, or at the direction of the Cardston & District FCSS Board, under this agreement.
2. In addition, each of the parties agrees to pay to the Unit Authority its required per capita allocation of the municipal funds to match the provincial funds budgeted each year in accordance to the FCSS Act.
 - a. The municipal funds represents at least 20% of the total provincial/municipal combined revenue, which will be allocated from the operating budget of the municipality in accordance to the Act.
3. The Unit Authority will:
 - a. Receive correspondence on behalf of the parties regarding the FCSS program under the FCSS Act and Regulation and will forward all correspondence to the Board or Executive Director.
 - b. Sign on behalf of the other parties' applications for funding under the FCSS Act and Regulation submitted to the Minister.
 - c. Enter into an agreement with the Minister, on behalf of and at the direction of the parties, to provide for the administration and operation of an FCSS program as outlined in the FCSS Act and Regulation.
 - d. Receive from the Minister, funds as are granted under the FCSS Act and Regulation and to deliver those funds to the Board on behalf of the Minister.
 - e. Receive the required funds from the municipalities on an annual basis, as per III. 2. above, and deliver those funds to the Board on behalf of the municipalities.
 - f. Annually appoint an auditor.
 - g. Provide an appropriate office space, office equipment and furniture suitable as may be required by the Executive Director and staff for the efficient operation and management of the Cardston & District FCSS program and a meeting space appropriate for the Cardston & District FCSS Board meetings.
 - h. Provide banking services for the Cardston & District FCSS program.

IV. LIMITATION OF THE POWERS AND DUTIES OF THE UNIT AUTHORITY

1. The Unit Authority will not:
 - a. Be solely liable for any action taken under this Agreement, on behalf of and at the discretion of the other parties.

- "Board" means the Cardston & District Family and Community Services Support Board as established by this agreement.
- "Council" means the Council of the Municipality as defined in the Municipal Government Act of Alberta, R.S.A., 2000
- "FCSS" means Family and Community Support Services
- "FCSSAA" means the Family and Community Support Services Association of Alberta.
- "Member at Large" means a member of the public appointed to the Board under this agreement.
- "Minister" means the Minister of the Seniors, Community and Social Services or the Minister responsible for the Family and Community Support Services in the Province of Alberta.
- "Municipality" means a City, Town, Village, or County.
- "Program" means the Family and Community Support Services program as defined in the Family and Community Support Services Act, R.S.A., 2000 and subsequent amendments.
- "Region" means the area established by the Provincial Government that FCSS serves including the participating municipalities of the Town of Cardston, Cardston County, the Village of Glenwood, and the Village of Hill Spring.
- "Regulation" means the Family and Community Support Services Regulation and any further amendments or regulation to the Act.
- "Unit Authority" means the municipality assigned to act on behalf of the other municipalities under the FCSS Act and this agreement.

II. AGREEMENT

1. This Agreement, between the Unit Authority and participating municipalities, is for the establishment, administration and operation of a joint Family and Community Support Services Program and will provide services and programs to all areas represented.
2. This Agreement hereby replaces and supersedes all previous agreements & bylaws.
3. The parties hereby agree that the Agreement will create a program known as Cardston & District Family and Community Support Services, referred to as Cardston & District FCSS.
4. This Agreement will become effective on the date and year first above written and will continue in force from year to year in accordance with the terms and conditions of this agreement unless terminated by agreement amongst the parties hereto.

III. UNIT AUTHORITY -- POWERS AND DUTIES

- ii. In the event of a vacancy occurring, if a member cannot be appointed to fill such a vacancy, the Board may request another elected official from one of the participating municipalities to fill the position until a suitable member can be appointed.
 - 1. The municipality requested to fill the position will be determined on which area needs to be represented to fulfill the requirements of the Board established by this agreement.
- b. Councils will, at their first organizational meeting of Council, appoint a member of Council to act as a Board member.
 - i. Councils may also appoint a Board member alternate for circumstances when the regular elected appointed member is unable to attend for an extended period of time.
 - ii. The term of the appointed Board member will be for their term on Council.
- c. Board members may resign at any time during their appointment by submitting their resignation to the Board.
 - i. Appointed members of Council may resign by submitting their resignation to their respective Council.
 - ii. Appointed members of Council who have resigned from their position on Council or are no longer eligible to sit on Council will automatically be deemed to have resigned from the Board.
- d. If a Board member is absent from three (3) consecutive meetings of the Board without being excused by the Board, the member will be deemed to have resigned their appointments, unless they are absent for health reasons, in which case the continuation of their appointment will be determined by the Board.
 - i. Councils will ensure that an appointed member of Council is not absent longer than three (3) consecutive months.
 - ii. The Board will be required to give written notice to any member who has exceeded the above absence threshold and will invite the absentee to provide a written explanation of the absences, on the understanding that such written explanation will be reviewed and discussed by the Board before a final decision by resolution is made.
- e. The Board may request the resignation of a Board member during the member's term if it appears to be in the best interest of the public and program.

4. POWERS AND DUTIES OF THE BOARD

- b. Solely direct the activity of, or be responsible for, the activities of the Program or the Cardston & District FCSS Board.
- c. Authorize any expenditure from the FCSS budget which has not been approved by resolution of the Cardston & District FCSS Board.

V. RULES RESPECTING THE ORGANIZATION OF THE CARDSTON & DISTRICT FCSS BOARD

- 1. WHEREAS the Family and Community Support Services Act provides that municipalities will form a board, the parties hereby agree to establish a board called the Cardston & District Family and Community Support Services Board, hereinafter referred as the Cardston & District FCSS Board, to provide for the establishment, administration, and operation of a joint Family and Community Support Services Program, for the benefit of the participating municipalities, the following are agreed to by all parties:

2. BOARD COMPOSITION

- a. The Board will consist of nine (9) members as follows:
 - i. 1 – Elected official appointed from the Town of Cardston.
 - ii. 1 – Elected official appointed from the Cardston County.
 - iii. 1 – Elected official appointed from the Village of Glenwood.
 - iv. 1 – Elected official appointed from the Village of Hill Spring.
 - v. 5 – Members at large
 - 1. At least 2 members at large should reside in the Town of Cardston.
 - 2. At least 1 member at large should reside in the Cardston County.
 - 3. The remaining 2 members at large may reside in any of the participating municipalities.
 - 4. All members at large will be appointed by resolution of the Council of the Unit Authority.

3. TERM OF OFFICE FOR BOARD MEMBERSHIP

- a. The maximum term of office for members at large will be two (2) consecutive terms, at which time the member must retire for a period of at least one (1) year. All members will remain in office until their respective successors are appointed.
 - i. A term is defined as two (2) years.

- vii. Communicate and promote FCSS services to Municipal Councils and the Communities.
- viii. Represent the Cardston & District FCSS communities and programs to the Provincial Government and FCSSAA.
- ix. Lobby and communicate items of local or provincial concern to the Provincial Government and FCSSAA as appropriate.
- x. Represent the Cardston & District FCSS to other local Boards and organizations.
- xi. Participate in the staffing and evaluation of an Executive Director to oversee the operation and internal affairs of the Cardston & District FCSS program.
 - 1. When a new director is to be hired, the Unit Authority will invite a member of the Board (usually the Chair or Vice Chair) to participate in the screening and interview process.
 - 2. When the Director receives performance reviews, the Board will be asked to submit an evaluation form to the Unit Authority related to the Directors performance with the Board and programming.
 - 3. The Executive Director will be responsible for the selection and hiring of staff, as needed, under the discretion of the Board and with approval of the Unit Authority.
 - 4. The Executive Director will act as Secretary of the Board or may appoint another staff member as Secretary.
 - 5. The FCSS staff will be employees of the Unit Authority under the direction of the FCSS Board and the Board will work with the Unit Authority on all matters pertaining to the staff.
- xii. Fund and/or deliver programs in accordance with the FCSS Act and/or Regulation as amended from time to time.
- xiii. Receive information from the Executive Director and provide direction from a political and governance perspective.
- xiv. Keep minutes of all meetings.
- xv. Complete and submit annual reports to the Unit Authority under the FCSS Act for the required reporting to the Province.
- xvi. Provide reports on the administration and operation of the programs to the parties as requested.

- a. All members of the Board will serve as the people's representative for the Region as a whole and will always respect the best interests of the Region as a whole.
- b. The Board will:
 - i. Appoint a Chair and Vice Chair from the members at large during the organization meeting held during the first meeting of each year.
 - 1. The Chair will have a vote on any question, and in the event of a tie, the motion will be lost.
 - 2. In the absence of the Chair, the Vice Chair will act as Chair of the meeting.
 - 3. In the absence of both the Chair and Vice Chair, the Board will appoint another member of the Board to act as Chair of the meeting.
 - 4. In the event of resignation of the Chair prior to the organization meeting, the Vice Chair will assume that role until the next annual organization meeting.
 - 5. In the event of resignation of both the Chair and Vice Chair, the Board will appoint another member of the Board to assume the role of Chair until the next annual organization meeting.
 - ii. Hold regular meetings throughout the year as established by the Board at their organization meeting.
 - iii. Have the power to sign such legal agreements as are needed for the efficient and sound development of the program. This power limited to the execution of agreement between the Board and any entities receiving funding.
 - iv. Make regulations and policies as it may deem necessary regarding the overall program direction and governance of the FCSS program, provided such regulations and policies are within the scope of the FCSS Act and Regulation.
 - 1. Copies of all regulations and policies will be filed and kept in the FCSS office and maintained by the Board.
 - v. Approve an annual budget.
 - vi. Authorize all revenues and expenditures in the FCSS Budget in accordance to the FCSS Act and Regulations.

- xvii. Be accountable to the parties under the provisions of the Act and its regulations.
- xviii. Establish letterhead to be used for official business purposes.
- c. The Board may appoint sub-committees as needed to deal with any special matters within the scope and jurisdiction of the Board.
- d. The Board may request the Unit Authority to call meetings of the other parties to discuss proposed amendments to the Agreement.
- e. Any decisions made by the Board will be binding on all parties to this Agreement even if a Board member may have been absent from the meeting when such decision was made.

VI. LIMITATION OF POWERS AND DUTIES OF THE BOARD

1. No member of the Board, appointed member of Council, or associated staff may authorize any expenditure, unless by resolution of the Board.
2. Board members will not:
 - a. Exert any individual authority over FCSS except as stated in FCSS policies.
 - b. Have individual authority to speak for FCSS when they interact with staff, the public, the press, or another entity or person unless granted this authority by the Board as a whole.

VII. LIMITATIONS OF POWERS AND DUTIES OF THE PARTIES

1. No party to this Agreement will be solely liable for any action undertaken by the Board, or program personnel, nor will any such party be liable for any sum of money greater than its share as requisitioned by the Minister.
2. No party to this Agreement will solely direct or attempt to direct the activities of personnel involved in this Program except the Unit Authority.
3. The Unit Authority, or any other party under this agreement, will not exert any authority over the FCSS program or the Board except as established under this agreement or the FCSS Act.

VIII. CODE OF CONDUCT

1. All members of the Board and/or associated staff will conduct themselves in a professional manner and will not participate in any conduct or use any language that may be injurious to the moral tone and well-being of the services provided under this Agreement.

2. All members of the Board and/or associated staff will remain impartial and unbiased when discussing matters pertaining to the FCSS program.
3. No Board member will place themselves in a position where there is a conflict between their duties as a member and their other interests.
4. Every Board member who has a conflict of interest will declare such conflict fully at any meeting of the Board, either verbally or by writing, at the commencement of any discussion where there is such conflict and it will be noted in the minutes of the meeting.
 - a. Where a Board member believes that another member of the Board may have an undisclosed conflict of interest in respect of a matter being considered, that person may declare the conflict of interest and describe in general terms the nature of the conflict.
 - b. Where a conflict of interest has been disclosed under section VIII.4.a., the Chair may advise the Board member on the appropriate action to take regarding the conflict. In the event that the Board member disagrees with the recommendation of the Chair, the matter will be put to the Board for a vote.
 - c. Where a Board member has declared a conflict or a conflict has been determined to exist under section VIII.4., the Board member who has the conflict must absent themselves from the meeting while the matter is being discussed and must be absent from any voting on the said matter.
 - d. A Board member who breaches any of these conflict of interest provisions may have their Board membership revoked on majority vote of the Board.
 - e. For the purposes of these provisions, a Board member has a conflict of interest if:
 - i. They participate in the consideration of a funding application in which they have a personal or pecuniary interest, or in which any of their family members have a personal or pecuniary interest.
 - ii. They participate in the consideration of a funding application from the Board member's employer or from an organization to which the Board member belongs or volunteers.
 - iii. They use their position as a Board member to unduly advance their own interests or that of their friends, family, or business associated.
 - iv. Substantial doubt as to the ethical integrity of the Board member would be raised in the minds of a reasonable observer if that Board member were to participate in the consideration of that issue.
5. The Board members and staff will sign a Confidentiality Agreement regarding information they will have access to as a result of their duties.

- a. Business conducted at meetings will be treated in a confidential manner at all times and minutes will not be posted publicly.
- b. Only information that is recorded in the approved Board minutes can be made or discussed publicly.

Elected officials may only report on information to their respective Councils that is noted in approved minutes and may not disclose or discuss any confidential information or information not recorded in approved minutes unless directed otherwise by the Board.

IX. DISPUTE RESOLUTION

1. The parties are committed to resolving any disputes in a timely, non-adversarial, and cost-effective manner.
2. The dispute resolution process will include negotiation, mediation, and arbitration as progressive steps available to the parties in their efforts to resolve a dispute.
 - a. If the dispute proceeds to arbitration, the arbitrator's order will be considered final and binding upon the parties, subject to a judicial review on a question of jurisdiction only.
 - b. Upon issuance of an arbitrator's order or upon a negotiated or mediated agreement, the parties will promptly update the Joint Municipal Agreement to reflect any necessary changes.
 - c. The cost of an arbitrator will be shared equally among all the parties.
3. If the parties become involved in a dispute resolution process, they each will continue to perform their obligations described in the Agreement until the dispute resolution process is complete, and, subsequently, will comply with the signed resolution or arbitration order.

X. ADDITION OF PARTICIPATING MUNICIPALITIES IN THE PROGRAM

1. In the event that a new municipality wishes to participate in the Cardston & District FCSS program, the Board will cause a poll to be taken of the participating municipalities, who will indicate whether they approve or disapprove the addition of the new municipality.
 - a. The addition of the new municipality will be determined by a majority of the participating municipalities.
 - b. The new municipality's representation on the Board will be determined by the majority of the participating municipalities.

XI. WITHDRAWAL OF THE PARTICIPATING MUNICIPALITIES IN THE PROGRAM

1. Any of the parties to this Agreement may withdraw its participation in the Cardston & District FCSS program and in this Agreement by delivering notice in writing to the Unit Authority, the Board, and the Minister at least six (6) months prior to the beginning of the following calendar year.
 - a. Upon receipt of such notice, the municipality wishing to withdraw will be considered no longer participating in any part of the FCSS program effective the first day of January in the year following that in which notice is given.
2. In the event of a notice of withdrawal by any one of the parties, the remaining parties will convene a meeting within 30 calendar days to review the Agreement and the program's continued operation.

XII. GENERAL MATTERS

1. This Agreement will benefit and be binding on the parties named, their successors and assigns.

In witness thereof, the parties, by their proper officers, have executed this agreement the day and year above written.

TOWN OF CARDSTON

Mayor

Chief Administrative Officer

CARDSTON COUNTY

Reeve

Chief Administrative Officer

VILLAGE OF GLENWOOD

Mayor

Chief Administrative Officer

VILLAGE OF HILL SPRING

Mayor

Chief Administrative Officer



CAO REPORT June 11, 2025

- 1. Combined Assessment and Tax notices have been sent.**
- 2. There was a significant failure regarding the irrigation system. Replacement parts and servicing by an electrician resulting in a cost of \$1900.00. Many of these parts have been in service since 2004.**
- 3. The Bronze plaque design has been finalized. I only received feed back from one Councillor, so the order has been sent.**
- 4. CAO attended an FCSS meeting to review the new agreement**
- 5. CAO attended the SW Alberta Group Annual General Meeting in Cardston.**
- 6. 4th Avenue West has sanded by Read on Roads. Oil leaching from this Avenue is caused by heavy haul traffic during hot weather. Cold mix is not designed for heavy haul traffic.**

Presented by CAO Vizzutti

VILLAGE OF GLENWOOD

Page 1 of 1

Cheque Listing For Council

2025-Jun-3
5:29:11PM

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20250099	2025-04-28	ALBERTA MUNICIPAL SERVICE CORPORATION	25-1058611	POWER AND NATURAL GAS	3,699.72	3,699.72
20250100	2025-05-07	AMSC INSURANCE SERVICES LTD	1832-2025-05	EMPLOYEE BENEFITS	1,606.05	1,606.05
20250101	2025-05-07	CARDSTON COUNTY	25467	REGIONAL DEM CONTRACT	66.70	66.70
20250102	2025-05-07	LYBBERT, SANDY	JAN-MAR 2025	COUNCILLOR MILEAGE	273.80	273.80
20250103	2025-05-07	McGILL'S INDUSTRIAL SERVICES	11890	FLUSHING EAST HALF OF SEWE	7,213.50	7,213.50
20250104	2025-05-07	MICROAGE ALBERTA LTD.	27008 27112	SUPPORT COSTS YEARLY BACKUP FEES	65.63 756.00	821.63
20250105	2025-05-07	PINCHER CREEK CO-OP	5039664	DE-ICING WASHER FLUID	6.29	6.29
20250106	2025-05-07	RECORDXPRESS	1235488	SHREDDING	28.35	28.35
20250107	2025-05-07	RELIANCE APPRAISALS	029021	LAND APPRAISAL GARY BILLING	892.50	892.50
20250108	2025-05-07	TELUS COMMUNICATIONS	APR 17/2025	OFFICE PHONE/WATER PLANT F	273.96	273.96
20250109	2025-05-07	TELUS MOBILITY	APRIL 24/2025	CELL PHONE COSTS	249.17	249.17
20250110	2025-05-07	VAN DULKEN, CHRIS	MAY 6	IT SUPPORT	50.00	50.00
20250111	2025-05-07	GOVERNMENT OF ALBERTA LAND TITLES	APRIL 2025	LAND TITLE FEES	50.00	50.00
20250112	2025-05-07	SPRING GLEN PARK ASSOCIATION	000002-R-0007	SPRING GLEN PARK GRANT	1,500.00	1,500.00
20250113	2025-05-21	BECK'S EXCAVATING & TRUCKING LTD	3332	INSTALL W/S TO GLAVIN PROPEI	3,155.25	3,155.25
20250114	2025-05-21	KUTSCH, KANSIS	101	HALL CLEANING	170.00	170.00
20250115	2025-05-21	NEXTGEN AUTOMATION, DIGITAL CONNECTION	669279 676862	PHOTOCOPYING PHOTOCOPYING	84.25 85.22	169.47
20250116	2025-05-21	BECK'S EXCAVATING & TRUCKING LTD	3333	APPROACH FOR BRIAN GLAVIN	1,349.25	1,349.25

Total 21,575.64

*** End of Report ***

May 2, 2025

Village of Glenwood
P.O. Box 1084
Glenwood, AB T0K 2R0

Dear Mayor Allred & Council,

Re: Community Futures Alberta Southwest - Board of Directors Nominations

Community Futures Alberta Southwest is a non-profit, federally funded organization with a dual mandate to create sustainable jobs through economic development. We lend expertise and often money to entrepreneurs that are starting or growing their business. We are regional in structure and operate out of Fort Macleod for Alberta Southwest. To best serve the region and your community - we need your help. Community Futures is governed by a volunteer Board of Directors that provide strategic direction, leadership, credit approval oversight, and support to our paid staff. As a valued partner and stakeholder, we invite you to nominate representatives for the Community Futures Alberta Southwest - Board of Directors. Your nominations are vital for driving grassroots community economic development and ensuring our region thrives.

Minimum Requirements:

- Must be 18 years or older
- Must be an individual
- Must not be bankrupt

Commitment:

- Attend monthly Board meetings (last Thursday of month)
- Participate in sub-committees as needed (e.g., grant review, loan decisions, financial oversight)
- Flexible availability for special meetings

Preferred Background:

- Understanding of community economic and business development
- Knowledge of financial statements

The Impact of Board Members: Our Board members play a pivotal role in shaping the future of our Alberta Southwest community. Their insights and decisions directly influence the success of local businesses and community projects, fostering economic growth and improving the quality of life for all residents – from Cowley to Pincher Creek to Waterton, Cardston to Fort Macleod to Granum, and Claresholm to Stavelly. By serving on the Board, your nominees will have the opportunity to make a lasting, positive impact on the Alberta Southwest region.

Nomination Process: Council can nominate an elected official or community member. Applications once submitted will be vetted and voted on by the existing Board. Accepted

Growing communities one idea at a time.

nominees will join the next Board meeting. We cannot utilize Alternate Board Members due to confidentiality reasons in the loan process.

We look forward to working with you to ensure that your region is adequately represented on our Board with the best candidate – and to the continued collaborative effort to ensure growth and diversification of our economies through the engine of small business.

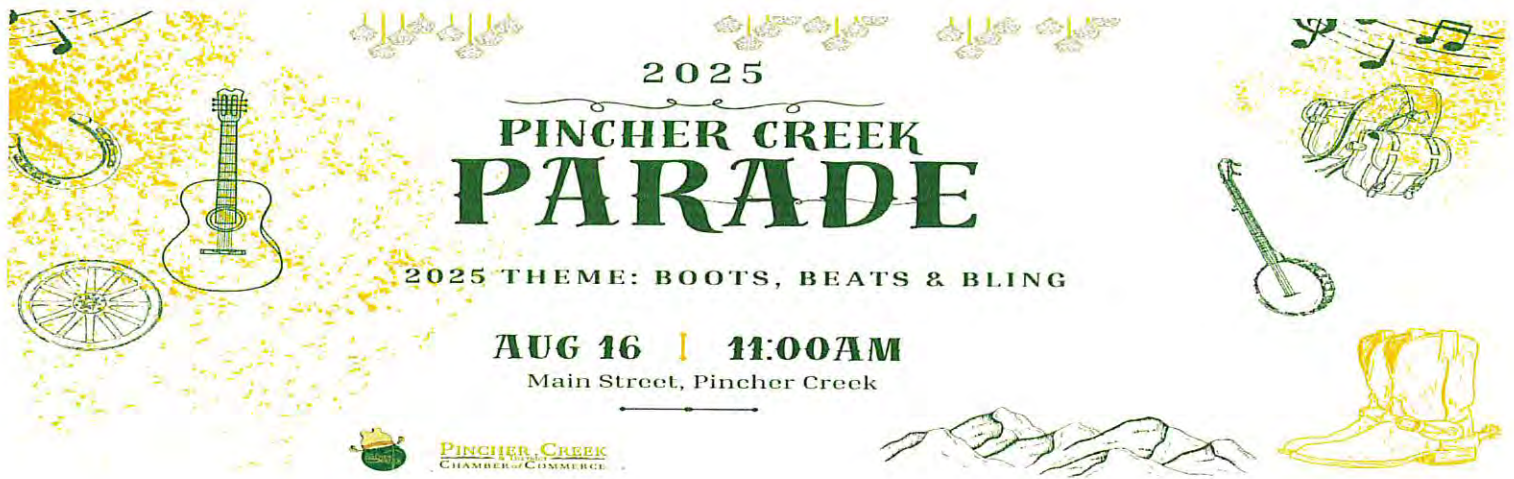
For questions, contact our Executive Director at:

- Mark Brown
- m.brown@albertacf.com
- 403-553-0264

Sincerely,



Susan Koots
Chairperson
Community Futures Alberta Southwest



June 2, 2025

RE: Pincher Creek Parade

The Town of Pincher Creek Mayor and Council cordially invites you to enter your float and/or have a Council representative(s) participate in the 2025 parade on August 16th. We Look forward to an exciting event this year.

The Parade staging area is located at Canyon Elementary School, 408 Victoria Crescent, located at the west end of Main Street. Parade assembly starts at 9:00 a.m., judging at 10:00 a.m. and the parade will begin at 11:00 a.m.

Immediately following the parade, the Town of Pincher Creek will host a dignitary Luncheon at the Kootenai Brown Pioneer Village (1037 Beverly McLachlin Drive) for all visiting Mayors, Councillors, dignitaries, and their guests.

We are requesting your RSVP by August 8th at 403-627-4322 or email rec@pinchercreek.ca

For safety reasons, we kindly request that there is no candy thrown from your float or vehicle. We suggest if you would like to give out candy that you are accompanied by walkers who can hand out candy from the street. We thank you for adhering to these guidelines.

If you have any questions, please feel free to contact the Town of Pincher Creek. We look forward to your participation and hope you enjoy the day.

Best Regards,

Rhonda Oczkowski
403 627 4322
rec@pinchercreek.ca



TOWN OF PINCHER CREEK
962 St. John Ave (Box 159) Pincher Creek, AB T0K 1W0
Phone 403 627 4322 Fax 403 627 4784
rec@pinchercreek.ca www.pinchercreek.ca





ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR118837

May 12, 2025

Her Worship Linda Allred
Mayor
Village of Glenwood
PO Box 1084
Glenwood AB T0K 2R0

Dear Mayor Allred:

I am pleased to provide correspondence for your record confirming the 2025 Local Government Fiscal Framework (LGFF) allocations for your community.

For the Village of Glenwood:

- The 2025 LGFF Capital allocation is \$217,129.
 - This includes \$16,322 in needs-based funding allocated to local governments with a population less than 10,000 and a limited local assessment base.
- The 2025 LGFF Operating allocation is \$62,126.

LGFF Capital is a legislated program aimed at providing local governments with substantial notice of their future infrastructure funding. As indicated on the program website, in 2026, your community will be eligible for \$201,954. Information on 2027 LGFF Capital allocations will be shared with local governments this fall, after growth in provincial revenues between 2023/24 and 2024/25 has been confirmed and used to calculate 2027 program funding.

Information on LGFF funding for all local governments is available on the LGFF website at www.alberta.ca/LGFF.

We look forward to our continued partnership through the LGFF program to build strong and prosperous communities across our province.

Sincerely,

Ric McIver
Minister

cc: Cynthia Vizzutti, Chief Administrative Officer, Village of Glenwood