

# **REGIONAL OCCUPATIONAL HEALTH AND SAFETY JOINT SERVICING AGREEMENT**

THIS AGREEMENT MADE ON JANUARY 1<sup>ST</sup>, 2017.

## **BETWEEN**

### **The County of St. Paul No. 19**

A Municipal Corporation in the Province of Alberta

Hereinafter called "the County"

## **OF THE FIRST PART**

## **AND**

### **The Town of Elk Point**

A Municipal Corporation in the Province of Alberta

Hereinafter called "Elk Point"

## **OF THE SECOND PART**

## **AND**

### **The Town of St. Paul**

A Municipal Corporation in the Province of Alberta

Hereinafter called "St. Paul"

## **OF THE THIRD PART**

## **AND**

### **The Summer Village of Horseshoe Bay**

A Municipal Corporation in the Province of Alberta

Hereinafter called "the Summer Village"

## **OF THE FOURTH PART**

**WHEREAS** municipalities are considered employers and have a variety of obligations to perform in accordance with the *Occupational Health and Safety Act* and its related regulations; and

**WHEREAS** the County, St. Paul, Elk Point and the Summer Village have agreed to work together through a regional occupational health and safety plan and programs to carry out occupational health and safety activities.

**NOW THEREFORE**, this agreement witnesses that in consideration of the mutual covenant and undertaking herein, the parties agree as follows:

- 1) The partnering municipalities will cost share all operating and capital expenses pertaining to occupational health and safety on a per capita basis. For 2017, the distribution is as follows:

County of St. Paul No. 19	44.6%
Town of St. Paul	43%
Town of Elk Point	12%
Summer Village of Horseshoe Bay	0.4%

- 2) These per capita costs will be reviewed and adjusted if necessary to reflect any changes in the Federal Census population data. A municipality may wish to undertake a municipal census at which point, the municipal census data will be used.
- 3) The County will invoice the other partnering municipalities at a minimum of once a year for their respective share of the expenses. The fiscal year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 4) The planning for and coordination of occupational health and safety service delivery shall be provided by the Region of St. Paul Joint Health and Safety Committee in accordance with the Terms of Reference for Committee Members established by the Committee.
  - a) The Region of St. Paul Joint Health and Safety Committee shall be responsible for advising on occupational health and safety activities within the region and to advise the appointing councils as required. The Committee will aid each respective council with governance, but all resolutions passed by the Committee will be presented to all councils for ratification.
- 5) All parties agree that the Regional Director of Occupational Health and Safety shall be an employee of the County and shall serve as a member of the Region of St. Paul Joint Health and Safety Committee.
- 6) Should the position of Regional Director of Occupational Health and Safety become vacant, it will be the responsibility of the CAO of the County to fill the vacancy in accordance with the hiring policies of the County. The selection committee shall consist of the CAOs of the partnering municipalities.

- 7) This Agreement has effect commencing January 1<sup>st</sup>, 2017 and will expire on December 31<sup>st</sup>, 2021.
- 8) This Agreement will be terminated prior to the expiration date if written notice of intention to terminate is given by the council of any party to the councils of the other parties not less than one (1) year prior to the intended termination date, which shall be December 31<sup>st</sup> in a year to be specified in the notice of termination.
- 9) Any party withdrawing from this Agreement remains responsible for its share of any liabilities that the Region of St. Paul Joint Health and Safety Committee incurred up to the date of withdrawal and any severance, penalty, or other costs necessarily incurred by the Region of St. Paul Joint Health and Safety Committee as a result of the withdrawal.
- 10) Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the Region of St. Paul Joint Health and Safety Committee.
- 11) If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided for in the *Arbitration Act*.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the date first written above.

SIGNED, SEALED, AND DELIVERED  
in the presence of:

**COUNTY OF ST. PAUL NO. 19**

**Per:** \_\_\_\_\_  
**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Reeve**

\_\_\_\_\_  
**Printed Name**

**TOWN OF ELK POINT**

**Per:** \_\_\_\_\_

**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**

**TOWN OF ST. PAUL**

**Per:** \_\_\_\_\_

**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**

**SUMMER VILLAGE OF HORSESHOE BAY**

**Per:** \_\_\_\_\_

**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**