

## **REGIONAL DEPUTY FIRE CHIEF JOINT SERVICING AGREEMENT**

THIS AGREEMENT MADE ON \_\_\_\_\_, 20\_\_\_\_\_.

### **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**

**WHEREAS** the County, St. Paul, and Elk Point have agreed to work together through a Regional Deputy Fire Chief to carry out regional training and administrative plans and programs for Fire Services within their respective municipalities.

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

- 1) The three (3) partnering municipalities will cost share the annual salary and benefits pertaining to the Regional Deputy Fire Chief on a per capita basis as follows:

County of St. Paul No. 19	47%
Town of St. Paul	43%
Town of Elk Point	10%

The above cost share percentages are further subject to any current bilateral Joint Service Agreements between the three (3) partnering municipalities for Fire Services.

- 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) St. Paul will invoice the other partnering municipalities at a minimum of once a year for their respective share of the salary and benefits. The fiscal year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 4) The position will report to the St. Paul Fire Chief in consultation with the County of St. Paul Director of Community Services. Core duties and responsibilities will be defined in the Job Description.
- 5) All parties agree that the Regional Deputy Fire Chief shall be an employee of St. Paul.
- 6) Should the position of Regional Deputy Fire Chief become vacant, it will be the responsibility of the CAO of St. Paul to fill the vacancy in accordance with the hiring policies of St. Paul. The selection committee shall consist of the CAOs of the partnering municipalities and the Director of Community Services for the County.
- 7) This Agreement will commence August 13<sup>th</sup>, 2018 and will be reviewed a minimum of once every five (5) years.
- 8) This Agreement may be terminated by written notice of intention to terminate 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.
- 9) Any party withdrawing from this Agreement remains responsible for its share of salary and benefits of the Regional Deputy Fire Chief incurred up to the date of withdrawal and any severance, penalty, or other costs necessarily incurred by the Regional Deputy Fire Chief 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 under this Joint Servicing Agreement.
- 11) **Binding Dispute Resolution Process**
  - a.) All parties agree to adopt the dispute resolution provisions as set out in the Appendix A of this agreement.
  - b.) All parties agree to abide by the Duty to Act in Good Faith.

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**

## **Appendix A: Dispute Resolution Provision Schedule**

### **1. Definitions**

#### **1.1 In this Schedule,**

- a. “Initiating Party” means a party who gives notice under section 2 of this Schedule;
- b. “Mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- c. “Mediator” means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

### **2. Notice of dispute**

- 2.1 When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

### **3. Negotiation**

- 3.1 Within 14 days after the notice is given under section 2 of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

### **4. Mediation**

- 4.1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 4.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 4.3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4.4 The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 4.5 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

### **5. Report**

- 5.1 If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 5.2 Without limiting the generality of subsection 5.1, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 5.3 Despite subsection 5.1, the initiating party may prepare a report under subsection 5.1 before the 6 months have elapsed if
  - a. the parties agree, or
  - b. the parties are not able to appoint a mediator under section 4 of this Schedule.

### **6. Appointment of arbitrator**

- 6.1 Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.

- 6.2 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6.3 In appointing an arbitrator under subsection 6.2, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

## 7. Arbitration process

- 7.1 Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 3 of Part 17.2 of the Municipal Government Act and Part 1 of the Intermunicipal Collaboration Framework Regulation (AR 191/2017).
- 7.2 In addition to the arbitrator's powers under subsection 7.1, the arbitrator may do the following:
  - a. require an amendment to a framework;
  - b. require a party to cease any activity that is inconsistent with the framework;
  - c. provide for how a party's bylaws must be amended to be consistent with the framework;
  - d. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

## 8. Deadline for resolving dispute

- 8.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8.2 If an arbitrator does not resolve the dispute within the time described in subsection 8.1, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

## 9. ARBITRATOR'S ORDER

- 9.1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 9.2 The arbitrator's order must
  - a. be in writing,
  - b. be signed and dated,
  - c. state the reasons on which it is based,
  - d. include the timelines for the implementation of the order, and
  - e. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 9.3 The arbitrator must provide a copy of the order to each party.
- 9.4 If an order of the arbitrator under section 9.2 is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

## 10. Costs of arbitrator

- 10.1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection 10.2.
- 10.2 Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 47%, Town of St. Paul 43% and 10% for the Town of Elk Point based on 2018 census data. These percentage amounts will remain for the Term of the Agreement.