

COPY

MEMORANDUM OF AGREEMENT

BETWEEN: **THE MUNICIPAL DISTRICT OF BIG LAKES**
A municipality incorporated under the laws of Alberta

of the first part

and

THE TOWN OF HIGH PRAIRIE
A municipality incorporated under the laws of Alberta

of the second part

RE: INTER-MUNICIPAL COST SHARING AGREEMENT

MEMORANDUM OF AGREEMENT

Between:

**The Municipal District of Big Lakes, a municipality
incorporated under the laws of Alberta
(Hereinafter referred to as "Big Lakes")**

and

**The Town of High Prairie, a municipality
incorporated under the laws of Alberta
(Hereinafter referred to as "High Prairie")**

WHEREAS, "High Prairie" provides services to "Big Lakes" and supports other services and programs to which both "High Prairie" and "Big Lakes" benefit; and

WHEREAS, "Big Lakes" provides services to "High Prairie" and supports other services and programs to which both "High Prairie" and "Big Lakes" benefit; and

WHEREAS, "Big Lakes" and "High Prairie" are desirous of continuing to provide services to each other and are also desirous of continuing to support other services and programs benefiting both municipalities in a spirit of common interest and benefit; and

WHEREAS, both "Big Lakes" and "High Prairie" are desirous of maintaining one agreement between the parties to the greatest extent possible.

NOW THEREFORE, by mutual covenant of the parties hereto it is agreed as follows:

A. DEFINITIONS

1. In this agreement

a) "Services" means those services that both parties are desirous of joint cost sharing by which includes:

- i) Recycling
- ii) Library
 - I. Regional System
 - II. Municipal System
- iii) Fire Protection
- iv) Recreation Services
- v) Airport Operations

- vi) Cemetery
- vii) High Prairie Landfill
- viii) Family and Community Support Services (F.C.S.S.)
- ix) Tourism
- x) Water
- xi) Emergency Services
- xii) Special Constable Service
- xiii) Agricultural Pest Control

- b) "Net Operating Costs" means the managed routine and extraordinary maintenance and operation of existing programs and facilities, less any associated revenue.
- c) "Capital Costs" means new or major planned renovations to facilities.
- d) "Year" means the calendar year beginning on January 1st and ending on December 31st.

B. TERM OF AGREEMENT

1. The term of this agreement shall be from January 1st, 2003, to December 31st, 2005 unless specified otherwise in this agreement.
2. This agreement may be amended by mutual consent of either party unless specified otherwise in this agreement and shall be reviewed annually.
3. Unless specified otherwise in this agreement, cancellation of any part may be given prior to January 1st in any year for termination to become effective January 1st of the following year.

C. SCHEDULE OF PAYMENTS

1. Unless otherwise provided in this agreement, payments shall be paid on a quarterly basis (March 31st, June 30th, September 30th and December 30th in any "year") if invoiced at least thirty (30) days in advance by either party or within thirty (30) days of receipt of invoice.
2. Receipt of invoice shall be considered to be seven (7) days from postmark of mailing.
3. Payments to established boards shall be as prescribed elsewhere within this agreement.

D. SERVICES**1. Recycling**

- a) "Big Lakes" and "High Prairie" recognize that each party provides recycling services to our community.
- b) "Big Lakes" agrees to pay "High Prairie" fifty percent (50%) of the annual recycling contract (currently Recycle Plus of Grande Prairie) or such other contract as approved by both parties for two recycling bin locations (or one consolidated recycling bin location within the corporate boundaries of "High Prairie").
- c) "High Prairie" shall allow all "Big Lakes" residents to utilize the recycling bins within the corporate boundaries of "High Prairie" and "Big Lakes" shall allow residents of "High Prairie" to utilize recycling bins within the corporate boundaries of "Big Lakes".
- d) "Big Lakes" agrees to pay "High Prairie" fifty percent (50%) of the cost of the annual toxic waste roundup to a maximum of \$2000 per annua.

2. Library**I. Regional System**

- a) "Big Lakes" and "High Prairie" acknowledge that "High Prairie" is a member of the Peace Library System.
- b) "High Prairie" recognizes that "Big Lakes" is not a member of the Peace Library System.
- c) "Big Lakes" shall pay "High Prairie" fifty percent (50%) of the actual annual fee to the Peace Library System for as long as "Big Lakes" is not a member.
- d) "High Prairie" shall ensure that its representative to the Peace Library System shall report to "Big Lakes" on the affairs of the Peace Library System upon request.
- e) "High Prairie" and "Big Lakes" recognizes that the Alberta Libraries Act and its regulations are under review and agree that this section may require review should regulations change.

II. Municipal System

- a) "High Prairie" and "Big Lakes" agree that it is desirous to have a joint municipal library board to serve our community.
- b) "High Prairie" agrees to establish a seven member municipal library board with "High Prairie" appointing three members of which one may be a councillor, and three members as selected by the council of "Big Lakes", of which one may be a councillor of "Big Lake". "High Prairie" agrees to appoint one member at large jointly as recommended by the chief elected officials of "High Prairie" and "Big Lakes". Should the two chief elected officials fail to recommend to "High Prairie" a member within 60 days from the time of notification of a vacancy, the matter shall be referred to the councils of the parties who shall determine a method of selecting a member.
- c) The area covered by the library services shall be as indicated on schedule "A" attached to this agreement.
- d) "Big Lakes" shall provide to the Municipal District of Big Lakes Library Board sufficient funds to allow the Municipal District of Big Lakes Library Board to provide fifty percent (50%) of the net operating costs of the High Prairie Municipal Library Board as estimated on schedule "B" attached.
- e) Both parties shall approve the annual High Prairie Municipal Library Board budget in accordance with the Libraries Act and, in the case of "Big Lakes", as part of the Big Lakes Library Board budget.
- f) "High Prairie" agrees that the High Prairie Municipal Library Board shall choose its own contractor for janitorial services.

3. Fire Protection

- a) "High Prairie" shall provide fire suppression and rescue services within the area of "Big Lakes" as outlined in schedule "C" attached and subject to the following terms and conditions.
- b) "Big Lakes" shall provide firefighting equipment, including one fire truck, for "High Prairie's" use.
- c) "High Prairie" shall, subject to the availability of personnel, send a minimum of five firefighters with the Big Lakes fire truck to all structural fire calls within the area indicated on attached schedule "C."

- d) "High Prairie" shall, subject to the availability of personnel, send a minimum of three firefighters with the Big Lakes fire truck to all non- structural fire calls within the area indicated on attached schedule "C."
- e) In the event that a call for assistance within "Big Lakes" is received from the Enilda Fire Department, Joussard Fire Department, Kinuso Fire Department Faust Fire Department, or Grouard Fire Department, "High Prairie" shall respond with Big Lakes' firefighting equipment only.
- f) The High Prairie Fire Chief or his designate shall have the authority, in any circumstance deemed necessary, to call upon any resource that "Big Lakes" is entitled to call upon to respond to a fire within the area indicated on attached schedule "C" and Big Lakes shall pay for such services.
- g) High Prairie undertakes to use its best efforts to immediately respond to emergency calls from within the area outlined in the attached schedule "C" provided, however, that the Town does not guarantee and is not required to respond to such emergency calls immediately unless its manpower and equipment can reasonably be spared at the time of the call and if, in the opinion of the High Prairie Fire Chief or his designate, High Prairie can respond without impairing High Prairie's capacity to protect life or property within High Prairie corporate limits.
- h) Big Lakes agrees to pay fifty (50%) of the net operating costs as outlined in schedule "D" attached.
- i) "High Prairie" and "Big Lakes" undertake to coordinate their communications systems in order to facilitate effective communications between their respective fire protection services; this coordination will also, as much as possible, be extended to their respective 911 and dispatch services.
- j) The High Prairie Fire Chief will annually provide fire reports for the calendar year to the M.D. of Big Lakes.
- k) The High Prairie and District Fire Department will attempt to maximize operating revenues from responding to fires and motor vehicle accidents where appropriate. Any such revenue will be treated as revenue to the respective municipality and shall be set aside in order to fund additional equipment purchases for the High Prairie and District Fire Department.
- l) The High Prairie and District Fire Department may keep any funds solicited through fund raising ventures (but not from fees for service, call out fees, etc.) in its own bank account.

- m) The High Prairie and District Fire Department may purchase firefighting equipment and supplies as its membership sees fit from its monies that have been derived from fundraising ventures.
- n) The High Prairie and District Fire Department shall not purchase any additional vehicles or mobile equipment from its monies that have been derived from fundraising ventures, without the approval of both municipalities.
- o) High Prairie shall provide the High Prairie and District Fire Department with a copy of this agreement.

4. Recreation Services

- a) The High Prairie and District Recreation Board continues under this agreement.
- b) The Recreation Board shall plan, operate and maintain recreation programs and services for the fulfillment of the leisure time of the residents of High Prairie and Big Lakes.
- c) The Recreation Board shall consist of four (4) members, two (2) appointed by High Prairie and two (2) appointed by Big Lakes, to be appointed annually at the organizational meetings of each council from the members of council.
- d) Meetings of the Recreation Board shall be held in the same fashion as council committee meetings under the Municipal Government Act.
- e) A Chairman and Vice-Chairman of the Recreation Board shall be elected by the board at their first meeting of the Board following the annual organizational meeting of Big Lakes and High Prairie.
- f) The Recreation Board shall be responsible for developing and evaluating the policies and programs of the recreation area including, but not limited to, the operation and maintenance of the arena, swimming pool, Jaycee Park ball diamonds, and community joint use facilities such as school gymnasiums.
- g) High Prairie shall undertake snow removal at the Sports Palace parking lot for a fixed charge to the Recreation Board of \$2000 per annum.
- h) The Recreation Board shall be responsible for grass cutting alongside the Walking Trails in and adjacent to JayCee Park (i.e. the Rianna Otto Walking Trail). High Prairie shall be responsible for grass cutting alongside the Walking Trails north of JayCee Park (i.e. the Stan Kozie Walking Trail).

- i) High Prairie shall be responsible for all other maintenance activities on the walking trails, including maintenance of the walking trail surface, garbage pickup, brushing and tree trimming.
- j) The Recreation Board shall be responsible for the operation and maintenance of the High Prairie Tourist Information Centre.
- k) The Recreation Board shall not discriminate between High Prairie and Big Lakes residents.
- l) Financing of the High Prairie and District Recreation Board shall be as follows:
 - i) The annual budget of the board shall be presented to High Prairie and Big Lakes prior to November 1st of each year for the ensuing year.
 - ii) High Prairie and Big Lakes agree to each pay fifty percent (50%) of net operating costs on approved budgets.
 - iii) All payments shall be made to the High Prairie and District Recreation Board on a maximum quarterly basis upon at least thirty (30) days of receipt of invoice from the board.
 - iv) In the event of an annual operating surplus in any given year, the Recreation board shall transfer any such surplus into a capital reserve fund.
 - v) Neither the board nor any member shall have the power to pledge the credit of High Prairie or Big Lakes in connection with any matter whatsoever nor shall the board nor any member have any power to authorize any expenditure to be charged against High Prairie or Big Lakes.

5. Airport Operations

- a) High Prairie owns and operates a municipal airport located on the south half of section 12, township 74, range 17, west of the fifth meridian, known as the High Prairie and District Municipal Airport.
- b) High Prairie will continue to operate the airport with no differentiation between High Prairie and Big Lakes users.
- c) High Prairie shall maintain all required licenses and permits from federal and provincial agencies and maintain sufficient and appropriate insurance to

protect High Prairie and Big Lakes from any or all claims arising out of the operation of the airport.

- d) High Prairie shall continue to allow Alberta Agriculture to locate and operate a Drought Weather Station at the airport.
- e) Financing of the High Prairie and District Airport shall be as follows:
 - i. Big Lakes shall pay fifty percent (50%) of the annual net operating costs of the airport.
 - ii. Notwithstanding Section B. Term of Agreement above, Big Lakes agrees to pay the above amount for a minimum of six (6) years.
 - iii. The annual budget for the airport shall be presented to Big Lakes by High Prairie prior to December 1st of each year for the ensuing year.
 - iv. The initial budget for 2003 shall be as included in schedule "E" attached.

6. Cemetery

- a) High Prairie owns and operates a cemetery located on the northwest quarter of section 19, township 74, range 16, west of the fifth meridian known as the High Prairie (McCue's) Cemetery.
- b) High Prairie will continue to operate the cemetery with no differentiation between High Prairie and Big Lakes users.
- c) Revenues and expenditures pertaining to the maintenance and operation of the cemetery shall be accounted for by High Prairie at the end of each year,
 - i) Any excess of revenue over expenditures shall be carried over to the next year, or
 - ii) Any accumulated expenditures in excess of revenues shall be shared equally by High Prairie and Big Lakes as indicated in schedule "F" attached.

7) High Prairie Landfill / Gilwood Transfer Station**a) Reclamation**

- i) "Big Lakes" will pay fifteen percent (15%) of the reclamation of the High Prairie Landfill Site located at northwest quarter of section 24, township 74, range 18, west of the fifth meridian.
- ii) "Big Lakes" will pay fifteen percent (15%) of the annual monitoring costs of the High Prairie Landfill Site, estimated to be approximately \$6,000 per year.
- iii) "High Prairie" shall provide "Big Lakes" with all engineering and monitoring reports relating to the High Prairie Landfill Site.

b) Transfer Site Lease

- i) "High Prairie" will lease to "Big Lake" one acre (.4 Hectare) of the site referred to in a) above, as indicated on Schedule "I" attached, for the purpose of operating the Gilwood Waste Transfer Station.
- ii) "High Prairie" agrees that it will allow the leased site to be increased up to 5 acres if required for an expansion of the transfer site.
- iii) The term of the lease shall be twenty years effective November 1, 1999 at a rate of \$1 per annum.
- iv) "Big Lakes" shall ensure that "High Prairie" has access through the leased site to the residual portion of the quarter.
- v) "Big Lakes" may at the end of this lease, extend the lease or acquire the lands at fair market value.
- vi) "Big Lakes" agrees that the High Prairie and District Regional Solid Waste Authority shall assume responsibility for compliance with all Alberta Environment approvals and requirements related to, or arising from, the operation of the transfer site.

8. Family and Community Support Services (F.C.S.S.)

- a) "Big Lakes" and "High Prairie" agree to operate a joint FCS program in order to meet the preventative social programming needs of their local communities.

- b) "Big Lakes" and "High Prairie" shall each continue to apply for the full amount of their provincial FCSS allocation.
- c) "Big Lakes" shall operate a joint FCSS program on behalf of "Big Lakes" and "High Prairie." Both "Big Lakes" and "High Prairie" agree that the joint program shall be open to participation by the Village of Kinuso.
- d) The joint FCSS program shall be referred to as "Big Lakes Family and Community Support Services".
- e) "Big Lakes" agrees to report to "High Prairie" on an ongoing basis on the affairs of the FCSS program.
- f) "High Prairie" agrees to fund FCSS services as indicated in schedule "G" attached.
- g) "Big Lakes" agrees that all FCSS programs offered by "Big Lakes Family and Community Support Services" shall be offered in a non-discriminatory manner to residents of "High Prairie", "Big Lakes" or the Village of Kinuso.
- h) "High Prairie" shall be entitled to withhold up to 15% of its total FCSS program funding (i.e. grant plus municipal contribution) and the funds withheld by High Prairie shall be used to fund FCSS memberships, related expenses and local grants to community groups for FCSS fundable programs. Any programs so funded shall be offered in a non-discriminatory manner to residents of "High Prairie", "Big Lakes" or the Village of Kinuso.

9. Tourism

"Big Lakes" agrees to contribute to the operation of the High Prairie Tourist Information Centre in the same manner as recreation services, and that the operation of the Tourist Information Centre shall be included under the operation of the High Prairie and District Recreation Board pursuant to section 4 of this agreement.

10. Water

- a) "High Prairie" shall supply potable water to "Big Lakes" for re-sale to Big Lakes' own municipal customers and to the High Prairie East, Westend, Northend, Big Meadow, Heart River, Northwest Water Co-ops and the proposed Riverbend Water Co-op.
- b) "Big Lakes" shall ensure that the water purchased from "High Prairie" shall continue to be used for current uses for existing customers and in the future shall only be used to meet the municipal uses in the Hamlet of Enilda, domestic needs of residents of Big Lakes or for purposes of watering

livestock. Any other type of proposed use, including the provision of water to industrial users, mobile home parks and multi-residential subdivisions, shall require the written consent of High Prairie.

- c) "Big Lakes" acknowledges that "Big Lakes" and the Co-ops are responsible for obtaining any and all authorizations required for the construction and operation of their own water systems. Big Lakes shall ensure that copies of all such letters of authorization shall be provided in a timely manner to High Prairie.
- d) "High Prairie's" responsibility for water line maintenance and water quality shall end at the outlet of the meter vaults servicing "Big Lakes" or the Co-ops referred to in a) above.
- e) "High Prairie" shall not be responsible for maintaining adequate chlorine residuals within Big Lakes and Co-op water lines, but will attempt to assist Big Lakes in maintaining adequate chlorine residuals in Big Lakes and Co-op lines where it is operationally feasible to do so.
- f) "High Prairie" shall establish a rate for water sales to "Big Lakes" based upon the "Utility Method" as recognized by the Alberta Energy and Utilities Board, and as outlined in the "Town of High Prairie - Municipal District of Big Lakes Water Rate Study - August 3, 2001", the Executive Summary of which is attached to this agreement as Schedule "H".
- g) "High Prairie" shall provide "Big Lakes" with notice of any annual changes to the water rate charged to Big Lakes by March 31 of each year for rate change implementation on July 1 of the same year.
- h) "Big Lakes" shall provide "as-built" drawings of all existing water system lines connected to High Prairie's water system, and shall provide, in a timely manner, drawings of any changes that might subsequently be carried out.
- i) "Big Lakes" shall on an annual basis provide a listing of all "Big Lakes" and Co-op customers supplied by "High Prairie," so that "High Prairie" may determine its testing requirements in accordance with "High Prairie's" Approval to Operate.
- j) "High Prairie" shall not be responsible for low water pressure experienced on existing "Big Lakes" or Co-op lines arising from the construction, design or sizing of said lines.
- k) "High Prairie" shall have the right to review and approve the design of any new "Big Lakes" or Co-op water lines connecting to "High Prairie's" water system.

- l) "High Prairie" shall contact "Big Lakes" in the event of any water disruption, and "Big Lakes" shall be responsible for notifying "Big Lakes" and Co-op customers. "Big Lakes" and the Co-ops shall be responsible for any and all precautionary start-up procedures required following any such disruption in service.
- m) In the event of any dispute concerning the accuracy of meters within the meter vaults, "High Prairie" shall ensure that any meter in question shall be tested in a timely manner. Should the meter be found to be accurate "Big Lakes" shall pay all costs incurred for meter testing. Should the meter be found to be inaccurate "High Prairie" shall pay all costs incurred for meter testing and repair.
- n) "Big Lakes" shall ensure that copies of this agreement shall be provided to the Board of Directors of the Water Co-ops so as to be advised of their responsibilities under this section of the agreement.

11. Emergency Services

- a) "Big Lakes" and "High Prairie" agree to enter into Peacetime Disaster Mutual Aid Agreements with one another and with other neighbouring local government jurisdictions.
- b) "Big Lakes" and "High Prairie" also agree that they shall review and update any such agreements on a regular basis to ensure that no Peacetime Disaster Mutual Aid Agreement shall be more than five years old at a maximum.
- c) "Big Lakes" and "High Prairie" also agree that they shall work together and with other local agencies and neighbouring local government jurisdictions in order to coordinate their Municipal Emergency Plans and emergency response capabilities.

12. Special Constable Service

- a) "Big Lakes" and "High Prairie" agree that they shall obtain the required authorizations that would allow their Special Constables to provide back-up services to each other's municipality.
- b) For purposes of regular operations, each municipality's Special Constable shall restrict his activities to within his own municipal jurisdiction, except under circumstances of fresh pursuit or in an emergency situation requiring immediate attention or remedy.
- c) If either "Big Lakes" or "High Prairie" should require back-up services due to sickness, vacation leave or any other temporary vacancy in their Special

Constable position, they may, at the discretion of their Chief Administrative Officer, call upon the Special Constable services of the other municipality.

- d) "Big Lakes" and "High Prairie" agree that they shall allow their Special Constables to prosecute each other's bylaw infractions when charges that have been laid by the other municipality are before the Courts.

13. Agricultural Pest Control

- a) "Big Lakes" and "High Prairie" agree that both municipalities shall remain committed to controlling *Fusarium graminearum* in order to prevent the establishment and spreading of *Fusarium* head blight within our municipalities and surrounding areas.
- b) "High Prairie" agrees that it shall implement a bylaw to control *Fusarium Graminearum* within its corporate boundaries.
- c) "Big Lakes" agrees that it shall allow its Agricultural Fieldman to be appointed as "High Prairie's" Inspector under the Agricultural Pests Act.

E. Capital Projects

This agreement does not apply to funding for new capital projects, which shall be considered separately.

F. Indemnity

1. Each of the parties hereto shall be responsible for and indemnify and save harmless the other party for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.
2. The indemnifications set forth in a) hereof, will survive the expiration of the term or termination of this Agreement for whatever cause and any renewal or extension of the term, as the case may be.

3. Each of the parties hereto will be responsible for the acquisition of any and all necessary consents, licenses, approvals or authorities relating to their respective execution and performance of the terms of this Agreement.
4. One party hereto will not be liable to the other party hereto for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure."

For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the party, including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightening, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

5. Where one party hereto is prevented from carrying out its obligations hereunder due to Force Majeure, such party will, as soon as possible, give notice of the occurrence of such Force Majeure to the other party hereto and the party providing such notice will thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

G. Previous Agreements

1. Upon this agreement coming into force, the previous Inter-Municipal Cost Sharing Memorandums of Agreement dated May 28, 1999, November 5, 1999 and October 9, 2001 between High Prairie and Big Lakes are rescinded.
2. Agreements with other partners including the Regional Solid Waste Management Authority and mutual aid agreements continue until amended.

Dated this 14th day of May, 2003.

MUNICIPAL DISTRICT OF BIG LAKES



Reeve

Chief Administrative Officer

TOWN OF HIGH PRAIRIE



Mayor



Town Manager

LIST OF SCHEDULES

Schedule "A"	Map of High Prairie Municipal Library Services Area
Schedule "B"	2003 High Prairie Municipal Library Budget
Schedule "C"	Map of High Prairie Municipal Fire Department Services Area
Schedule "D"	2003 High Prairie Municipal Fire Department Budget
Schedule "E"	2003 High Prairie Municipal Airport Budget
Schedule "F"	2003 High Prairie Municipal Cemetery Budget
Schedule "G"	FCSS Services Provided by "Big Lakes" to "High Prairie"
Schedule "H"	Executive Summary of "High Prairie"—"Big Lakes" Water Rates Study
Schedule "I"	Map of Leased Site for Gilwood Transfer Station