

**M.D. / TOWN
MULTI-SERVICES
AGREEMENT**

MAY 2004

Municipal District of Bighorn No. 8
Box 310
Exshaw, Alta., T0L 2C0

Town of Canmore
902 – 7TH Avenue
Canmore, Alta., T1W 3K1

M.D. / TOWN MULTI-SERVICES AGREEMENT

TABLE OF CONTENTS

| SECTION | CONTENTS | PAGE |
|-----------------------|---|------|
| 1. | TITLE | 3 |
| 2. | DEFINITIONS | 3 |
| 3. | AUTHORITY FOR AGREEMENT | 5 |
| 4. | MUNICIPAL ENFORCEMENT SERVICES | 5 |
| 5. | BUSINESS REGISTRY | 7 |
| 6. | FAMILY & COMMUNITY SUPPORT SERVICES | 7 |
| 7. | RECREATION | 8 |
| 8. | AMBULANCE | 8 |
| 9. | FIRE SUPPRESSION & RESCUE SERVICES | 9 |
| 10. | REPRESENTATION | 10 |
| 11. | SCHEDULES (list of Schedules attached to Agreement) | 11 |
| 12. | PAYMENTS | 11 |
| 13. | GENERAL | 11 |
| <u>SCHEDULES:</u> | | |
| | "A" – Bylaws/Acts to be Enforced w/in M.D. | 13 |
| | "B" – Area of Coverage- Ambulance Service | 14 |
| | "C" – Area of Coverage -Fire Suppression | 15 |
| | "D" – Annual and Other Fees | 16 |
| | "E" – Harvie Heights Services Development Charges | 17 |

MEMORANDUM OF AGREEMENT

BETWEEN:

THE MUNICIPAL DISTRICT OF BIGHORN NO. 8
(hereafter referred to as "the M.D.")

AND

THE TOWN OF CANMORE
(hereinafter referred to as "the Town")

WHEREAS the M.D. and the Town are desirous of cooperating in the delivery of a number of services, specifically being:

- ambulance coverage;
- business registry charges;
- Family and Community Support Services;
- fire suppression and rescue services;
- municipal (bylaw) enforcement; and
- user fees for recreation programs and recreation facilities usage;

AND WHEREAS the M.D. and the Town have previously entered into agreements pertaining to the provision and charges for the above-noted services,

NOW THEREFORE the Municipal District of Bighorn No. 8 and the Town of Canmore agree as follows:

1. TITLE

This Agreement shall be known as the M.D./Town Multi-Services Agreement.

2.. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

"Annual Fee" means the fees payable annually by the Municipality to the Town as outlined and attached to this Agreement, as part of Schedule "D".

"Ambulance Service User Fees" shall be those fees established by the Municipal Council of Canmore in accordance with any Provincial Regulations from time to time or at any time which shall be payable by users of Ambulance Services. The 2003 fees are attached to this Agreement, by way of example, as Schedule "D".

"Ambulance Services" means the provision of advanced life support or basic life support pre-hospital care and transportation to a receiving facility by Ambulance.

"Conditional Funding" means the funding being provided by the Alberta Government to municipalities subscribing to a Family and Community Support Services Conditional Funding Agreement.

"Emergency" means:

- (i) when referring to ambulance services, a sudden, unexpected happening or unexpected occasion or action; events or unexpected occasions requiring trained medical personnel to use their skill and judgement in the application of pre-hospital care and techniques to prevent, manage or properly provide pre-hospital care; or
- (ii) when referring to fire suppression services, means a sudden unexpected happening or unexpected occasion for action; events or unexpected occasions requiring trained fire-fighters to use their skill and judgement in the application of firefighting and rescue equipment and techniques to manage or properly extinguish fires and to provide emergency rescue services.

"Family and Community Support Services" means the full range of services provided under the Canmore Family and Support Services programs as provided in the Family and Community Support Services Act being Chapter F-3, RSA 2000 and regulations thereto.

"Fire Suppression" means the attendance at a fire or Dangerous Goods incident located in the 'Serviced Lands' by the Town fire crew and equipment, for the purpose of making a reasonable attempt to extinguish the fire.

"Rescue Service" includes, but is not limited to, emergency rescue services for municipal ratepayers, and rescue extraction, in the Serviced Lands, where in the opinion of the Fire Chief or his Designate, such services are applicable.

"Resident" means a person, firm or body corporate who:

- (i) is located or resides, whether on a permanent or temporary basis, within the boundaries of the Town of Canmore; and
- (ii) carries on business, including the supply of goods or services from the location of the Business office, telephone, fax machine or computer at premises located within the Town of Canmore; or
- (iii) has a development permit issued to him under the Town of Canmore Land Use Bylaw; and
- (iv) satisfies the Municipal Enforcement Officer or Agent that he intends to carry on business within the Town for not less than six (6) months.

“Unit” shall refer to one unit of living accommodation; and the term shall be used in conjunction with hotel/motel operations. Typically a unit shall include at least one bedroom, a bathroom and the possibility of a kitchenette/dinette.

3. AUTHORITY FOR AGREEMENT

The authority to enter into this agreement is found in the following Acts/regulations:

- Municipal Government Act, Chpt M-26, RSA 2000, Section 6: Natural Person powers
- Family and Community Support Services Act, Chpt. F-3, RSA 2000, Section 2(b) – Family & Community Support Services
- Police Act, Chpt. P-17, RSA 2000, Section 22(3) – Municipal Enforcement

4. MUNICIPAL ENFORCEMENT SERVICES

The Town has appointed a number of employees as Municipal Enforcement officers for the purposes of enforcing municipal bylaws, and certain specific provincial and federal statutes; and the Solicitor General for the Province of Alberta has further appointed the aforesaid Municipal Enforcement officers as Special Constables pursuant to the Police Act, Chapter P-17, RSA 2000 as amended.

The Town and the M.D. agree as follows:

- (a) The Town agrees to supply Municipal Enforcement officer services to the M.D., during the term as noted elsewhere in this Agreement, to perform the following:

- enforcement of M.D. bylaws;
- enforcement of Provincial statutes;

as defined and noted on Schedule “A” attached to this Agreement.

- (b) The M.D. agrees to pay the Town the rates and applicable vehicle costs as noted on Schedule “D” of this Agreement for services rendered by the Municipal Enforcement officers.

The M.D. shall provide the following items:

- magnetic vehicle door signs, carrying the M.D. logo and words implying the vehicle is used for municipal (bylaw) enforcement purposes.
- identification cards, showing the carrier is appointed by the M.D. as a Municipal Enforcement officer.
- infraction warning forms, and infraction tickets, worded appropriately for municipal enforcement purposes.

The Town shall supply the following:

- all equipment, uniforms, supplies, etc. required to provide municipal enforcement services.
 - an appropriately equipped vehicle, rigged out for municipal enforcement services purposes, and operating in good condition; all fuel, lubricants, parts and services necessary to keep said vehicle operating and roadworthy; and the necessary insurance and registration to permit said vehicle to be operated on the highways of the province.
 - any and all office space, supplies and equipment needed to operate the Municipal Enforcement services, and any administrative support services that may be required.
 - all communications and telecommunications devices needed, including, but not limited to: telephones, cell-phones, two-way radios, fax machines, pagers.
- (c) The M.D. agrees to insure the Town's Municipal Enforcement officers under the M.D.'s general liability insurance policies, to cover the performance of the Municipal Enforcement officer services to the M.D. pursuant to this Agreement. This insurance coverage shall be maintained by the M.D. in full force and effect throughout the term of this Agreement.
- (d) The M.D. acknowledges that any written/verbal complaints received by the M.D. with respect to the conduct of Municipal Enforcement Officers pursuant to this Agreement shall be immediately forwarded to the Town's Director of Corporate and Protective Services. Any disciplinary action taken against the Municipal Enforcement officer as a result of these complaints shall be the responsibility of the Town.
- (e) Municipal Enforcement officer services shall be provided on an "as requested" basis: complaints shall be received first by the M.D. officer, a determination made as to whether Municipal Enforcement officer services are required for action on the complaint, and the complaint conveyed to the Municipal Enforcement officers, if such action is deemed warranted. After regular business hours, and on week-ends, the Municipal Enforcement officers may receive complaints directly, and act upon them accordingly; however, discretion must be used, when responding to such complaints.

Unless otherwise directed by the M.D., no pro-active enforcement action is to be undertaken by the Municipal Enforcement officers, on bylaw or statutes, within the M.D.

The M.D. retains the right to specify the particular officers to provide the service to the M.D.; and may accept or reject any and/or all officers sent to perform services for the M.D.

- (f) If the Special Constable appointment from the Solicitor General is revoked or otherwise terminated during the term of this Agreement, then the Municipal Enforcement provisions of this Agreement may similarly be terminated. Notwithstanding the foregoing, either party may terminate the Municipal Enforcement provisions of this Agreement on providing two (2) weeks notice in writing to the other. This Agreement may be amended by mutual agreement.

5. BUSINESS REGISTRY

The M.D. and the Town acknowledge the interdependency and value of regional economic development within the Bow Valley.

- (a) Any M.D.-based business conducting operations within the Town shall be charged the Resident rate to be listed on the Town's business registry
- (b) Any Town-based business conducting operations within the M.D. would be charged the Resident rate, if the M.D. establishes a business registry or business licensing program.
- (c) The M.D. agrees to contribute an amount to the Town's economic development program on an annual basis, as per Schedule "D" attached to this Agreement, for the purposes of regional economic development.

6. FAMILY AND COMMUNITY SUPPORT SERVICES

The M.D. and the Town recognize the importance of providing F.C.S.S. services to the citizens of the Bow Corridor; and the benefit to having a single F.C.S.S. agency providing a comprehensive service package to the citizens of both municipalities.

The M.D. and the Town acknowledge that, for citizens of the M.D. located in the Benchlands/Ranchlands/West Jumpingpound regions, F.C.S.S. services may be provided by municipalities other than the Town; and that the M.D. may direct a portion of its annual F.C.S.S. funding to those other municipalities.

- (i) The Town will maintain and provide F.C.S.S. to all M.D. citizens located in the Bow Corridor, those services being the services offered by the Town to the citizens of Canmore whenever possible; and, at a minimum, shall include information and referral services.
- (ii) The M.D. recognizes that there are some services that will be offered in the Town that may not be offered in the Municipal District of Bighorn because of distance or population density. Whenever possible the Town will attempt to offer alternate services to citizens of the M.D.

- (iii) Services will be provided under the mandate of the Family and Community Support Services Act and Regulations passed under this act in accordance with the conditions contained in the Conditional Funding Agreement and available resources.
- (iv) An amount not less than Sixty-Five percent (65%) of the Conditional Funding received by M.D. from the Province of Alberta will be forwarded to the Town with the M.D.'s matching Twenty percent contribution (20%) to the Town within thirty (30) days of its receipt from the Province of Alberta.
- (v) Community input into F.C.S.S. programming will be facilitated through regular contact between the F.C.S.S. Manager and the M.D. Council and Administration. The F.C.S.S. Manager agrees to meet with M.D. Council (or Council's delegates) at least quarterly to appraise the Council of the operations of the F.C.S.S. program in the M.D.

7. RECREATION

The M.D. and the Town acknowledge that regional usage of recreation facilities and amenities is occurring, within the Bow Corridor: M.D. citizens are using the Town arena and pool, while Town citizens and visitors are using M.D. hiking trails, ball diamonds, roads and highways.

- (a) The Town will set its user fees to its recreation facilities and programs that are the same for citizens of the M.D. as they are for the citizens of the Town.
- (b) The M.D. shall contribute towards the annual operating deficit of the Town's recreation programs and facilities, in an amount as specified in Schedule "D" attached to these minutes.

8. AMBULANCE

The Town shall use reasonable efforts to respond to all bona fide requests for Ambulance Services made from within the Serviced Lands delineated in Schedule "B"; subject only to the limitations of equipment and manpower available to it. The Town shall use reasonable efforts to allocate equipment and manpower so as to serve the area delineated in Schedule "A" and the Town of Canmore in as efficient and effective manner as possible. The Municipality acknowledges that it will be in the sole discretion of the Town whether the Town has sufficient equipment and manpower available to it to respond to a request for ambulance services.

- (a) The Municipality hereby releases, indemnifies and saves harmless the Town, its servants and agents from all actions, causes of action, claims, costs, demands or liabilities of any kind or nature whatsoever arising directly or indirectly from:
 - (i) a delay in providing Ambulance Services;
 - (ii) a failure to provide Ambulance Services;

- (iii) the performance or provision of Ambulance Services or any emergency services of any kind or nature (including medical services);
 - (iv) failure to control or provide emergency or medical services of any kind or nature; or,
 - (v) any action taken or thing done in the performance of the obligations of the Town under this Agreement whether such obligations arise specifically or incidentally, and such shall apply whether resulting from any negligence or other actions on the part of the Town, its servants or agents.
- (b) The Town shall not be obliged to construct any additional buildings or locate fixed equipment outside the Town's municipal boundaries in the Serviced Lands and the equipment and medical staff of the Town providing Ambulance Services in the Serviced Lands shall proceed from existing buildings within the municipal boundaries of the Town.
 - (c) This Agreement does not and shall not be deemed or construed by the Municipality to confer on the Municipality, or any user of the Ambulance Services in the Serviced Lands a right to obtain damages from the Town.
 - (d) The Municipality and the Town each agree to advise their insurers of the terms of this Agreement and obtain from their insurers confirmation that their insurers are aware of the terms of this Agreement and that insurance coverage applies to the Municipality and the Town, particularly with respect to the provisions of Clause 8(a) of this Agreement.
 - (e) This Agreement is made subject to all relevant provisions of every Statute and Regulation of the Province of Alberta relating to Ambulance Services and personnel and the provision of Ambulance Services outside of the municipal boundaries of the Town.

9. FIRE SUPPRESSION AND RESCUE SERVICES

Upon receipt of a bona fide request for Emergency Rescue and Fire Suppression Services, the Town shall provide fire fighting personnel (up to a maximum of five (5)) and any equipment in the Serviced Lands. The Municipality recognizes and agrees that the Town will not be obligated to respond to a request where in the opinion of the Fire Chief or his designate, the Town's capacity to respond to a request for Emergency Rescue and Fire Suppression either from the Town or a Third Party is impaired.

- (a) The Municipality hereby releases and indemnifies and saves harmless the Town, its officials, servants and agents from all actions, causes of action, claims, costs, demands or liabilities of any kind or nature whatsoever arising directly or indirectly from:
 - (i) a delay in providing Fire Suppression or Rescue Service;
 - (ii) a failure to provide Fire Suppression or Rescue Service;
 - (iii) the failure to control or extinguish any fire of any kind or nature;

- (iv) the performance or provision of Fire Suppression or Rescue Service of any emergency service of any nature;
 - (v) the lack of fire hydrants or of water;
 - (vi) the inability to locate a fire hydrant or other water source;
 - (vii) the operation of a fire hydrant;
 - (viii) any other action or thing done in the performance of the obligations of the Town under the Agreement whether such obligations arise specifically or incidentally, and which shall apply whether resulting from any negligence or other actions on the part of the Town, its servants or agents.
- (b) The Town shall not be obliged to construct any fire halls or locate fixed equipment outside the Town Limits in the Serviced Lands and the equipment and fire-fighters of the Town providing Fire Suppression and Rescue Services in the Serviced Lands shall proceed from existing Fire Halls within the municipal boundaries of the Town.
- (c) This Agreement does not and shall not be deemed or construed by the Municipality to confer on the Municipality or any owner of land or premises in the Serviced Lands a right to obtain damages from the Town.
- (d) The Municipality and the Town each agree to advise their insurers of the terms of this Agreement and obtain from their insurers confirmation that their insurers are aware of the terms of this Agreement and that insurance coverage applies to the Municipality and the Town, particularly with respect to the provisions of clause 9(a) of this Agreement.
- (e) In the event the Town is requested by the Municipality to supply Emergency, Fire Suppression or Rescue Services beyond the Serviced Lands area in the Municipality, the cost of such response or services shall be levied against the Municipality and the Municipality shall pay the Town for such services.

10. REPRESENTATION

- (a) The M.D. shall be allowed to have one voting member on the Town's Community Services Advisory Board.
- (b) The M.D. shall be allowed to have one voting member on the Town's Canmore Economic Development Authority.
- (c) The M.D. retains the option of sending one non-voting delegate to the Town's Standing Review Committee: Policing and Enforcement meetings.

11. SCHEDULES

- (a) The following schedules are attached to and form part of this agreement:

| | |
|--|---------------|
| -Bylaws/Acts to be enforced within the M.D. of Bighorn | -Schedule "A" |
| -Area of Coverage (Serviced Lands): Ambulance Services | -Schedule "B" |
| -Area of Coverage(Serviced Lands): Fire Suppression Services | -Schedule "C" |
| -Annual and Other Fees | -Schedule "D" |
| -Harvie Heights Services Development Charges | -Schedule "E" |

12. PAYMENTS

- (a) The Municipality shall pay to the Town the stipulated "Annual Fees" by no later than June 30 of each year, unless a later or earlier payment date is mutually acceptable to the two municipalities.
- (b) Failure to pay for specific services shall result in the Town being able to terminate the provisions of such services under this Agreement until all such arrears are paid in full.
- (c) The payments reserved to the Town pursuant to Clause 11(a) of this Agreement shall not prohibit nor prevent the Town from receiving any other payments from the recipients of the Ambulance and/or Fire Suppression Services that the Town deems necessary for the Ambulance and/or Fire Suppression Services to be provided. Any such additional fees shall not be levied against the Municipality.
- (d) Fees payable under Schedules A – E to be reviewed annually and may be adjusted by resolutions of respective Councils.

13. GENERAL

- (a) The parties agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement and it is expressly agreed that no implied covenant, condition, term or reservation shall be read into this Agreement relating to or concerning such subject matter.
- (b) This agreement shall stay in force and effect until terminated by either party.

This agreement may be terminated by either party serving One Hundred and Eighty (180) days written notice on the other party. The agreement may be terminated by mutual consent of both parties upon Thirty (30) days notice.

- (c) A waiver by any party hereto of the strict performance of any other party of any covenant or provision of this agreement shall not of itself constitute a waiver or any subsequent breach of such covenant or provision or of any other covenant, provision or term of this agreement.
- (d) This agreement shall be governed by the laws of the Province of Alberta. If any term of this agreement is held to be unenforceable by a court, or if provision of a service specified under

this agreement is deemed to be ultra vires or otherwise improper, that term or service is to be severed from this agreement and the rest of this agreement remains in force unaffected by the severance of that term or service.

- (e) Each of the parties shall from time to time and at all times do all such further acts and execute and deliver all such further documents and assurances as shall be reasonably required in order to fully perform and carry out the terms of this agreement and such acts. Document, assurances and notices shall be in writing and shall be delivered, to the addresses as specified in this agreement.
- (f) The address for both parties, for the purposes of this agreement, are:

The Municipal District of Bighorn No. 8
Box 310
Exshaw, Alberta, T0L 2C0
Attention: C.A.O.

The Town of Canmore
902 – 7th Avenue
Canmore, Alberta, T1W 3K1
Attention: C.A.O.

- (g) This agreement replaces all policies, bylaws and motions of Council that have been previously recorded; and specifically, the following agreements previously entered into:
 - Ambulance Services agreement, dated March 27th, 2003
 - Fire Services agreement, dated March 27th, 2003
 - Municipal Enforcement services agreement, dated March 21st, 2003
 - Business registry/user fees – recreational services/Harvie Heights development charges, dated March 12, 2002

AGREED TO THIS _____ day of _____, 2004 in the Town of Canmore, Province of Alberta.

Reeve

Mayor

Municipal Secretary

Designated Officer

SCHEDULE "A"

BYLAWS/ACTS TO BE ENFORCED WITHIN THE M.D. OF BIGHORN

Acts:

- Dangerous Dogs Act **
- Gaming and Liquor Act
- Municipal Government Act (such sections as nuisance and unsightly premises)
- Motor Transport Act
- Off-Highway Vehicle Act
- Petty Trespass Act
- Stray Animals Act **
- Traffic Safety Act

Bylaws:

- Traffic Control #08/00
- Waste Control #09/00
- Speed Control #4/98
- Nuisance Control #9/97 (section 2[k], pertaining to noise)
- Land Use Bylaw #19/96
 - Section 4.1.11 – overall enforcement ability
 - Section 12.10.0 – sign controls
 - Section 12.13.0 – Home occupations (storage, noise, advertising, selling other commodities.
 - Section 12.14.0, Bed & Breakfasts: advertising
 - Section 12.20.0, Objects prohibited or restricted
- Road Bans #10/94
- Dogs & Cats Bylaw #19/93 **

(** - only under situations where Animal Control/RCMP not available or cannot respond)

SCHEDULE "D"

ANNUAL AND OTHER FEES

AMBULANCE COVERAGE

A contribution of **Thirty-Five Thousand Dollars per annum (\$35,000)** shall be provided from the M.D. to the Town, for the purposes of ambulance coverage services.

Ambulance Service User Fees shall be the same for M.D. residents living in the Service Area (as outlined in Schedule "B" to this Agreement) as the fees charged to residents of the Town of Canmore.

BUSINESS REGISTRY CHARGES

A contribution of **Six Thousand Dollars per annum (\$6,000)** shall be provided from the M.D. to the Town, for the purposes of economic development and promotion.

Canmore business registry fees shall be the same for M.D.-based businesses as the fees charged to businesses based in the Town of Canmore.

FAMILY AND COMMUNITY SUPPORT SERVICES

A contribution of **not less than Sixty Five percent (65%) of the M.D.'s annual FCSS funding** (comprised of the Provincial and municipal portions of the program) shall be provided by the M.D. to the Town, for the purposes of providing FCSS services to M.D. residents of the Bow Valley area.

FIRE SUPPRESSION AND RESCUE SERVICES

A contribution of **Twenty-Five Thousand Dollars per annum (\$25,000)** shall be provided from the M.D. to the Town, for the purposes of fire suppression and rescue services.

MUNICIPAL (BYLAW) ENFORCEMENT

The M.D. shall be charged **Fifty-Nine Dollars per hour (\$59.00/hr), plus mileage at the rate of Fifty-Five Cents per kilometre (\$0.55/km.)**, for Municipal Enforcement services provided by the Town.

RECREATION PROGRAMS AND RECREATION FACILITIES USAGE

A contribution of **Twenty Dollars (\$20.00) per permanent M.D resident** of the Bow Valley area shall be provided from the M.D. to the Town, for the purposes of recreation facilities usage and recreation programs provided to M.D. residents. For the year 2004, this amount shall be **Sixteen Thousand, Eight Hundred and Twenty Dollars (\$16,820.00)**.

Recreation program fees and recreation facilities usage fees shall be the same for M.D. residents as the fees charged to Town of Canmore residents.

SCHEDULE "E"

HARVIE HEIGHTS SERVICES DEVELOPMENT CHARGES

The M.D. and the Town acknowledge the requirement for new Harvie Heights commercial development to contribute towards the Town's infrastructure system, and to be requested to contribute towards the Town's recreation reserve fund, for arena and swimming pool development.

The M.D. and the Town acknowledge that recreation reserve fund contributions determined for Harvie Heights commercial development shall be at a rate lower than the rate set for Town development. The Harvie Heights commercial development recreation reserve fund contributions shall be dedicated strictly to arena and pool usage; it is acknowledged that the M.D. will supply all other recreation needs to the Harvie Heights commercial area (e.g. playing fields, tennis courts, ball diamonds, hiking trails, etc.).

- (a) The rate for Harvie Heights commercial development contribution, for the waste-water infrastructure, shall be **Three Thousand Seven Hundred and Twenty-Nine Dollars (\$3,729.00) per unit** for the Year 2004.
- (b) The rate for Harvie Heights commercial development contribution, for the potable water infrastructure, shall be **Five Hundred and Fifty-Six Dollars (\$556.00) per unit** for the Year 2004.
- (c) The rate for Harvie Heights commercial development contribution, for the recreation reserve fund, shall be set at Eighty-Nine percent (89%) of the rate established for Town development. The recreation reserve fund contribution shall be established on a per-unit basis. For the year 2004, therefore, M.D. recreation contributions will be (89% x \$1015=) **\$903.35**; this figure is re-calculated on an annual basis.

* * * * *