

THIS AGREEMENT made this 12th day of March 2025

BETWEEN:

MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26
(hereinafter referred to as “Willow Creek”)

-and-

TOWN OF CLARESHOLM
(hereinafter referred to as “Clareholm”)

-and-

TOWN OF FORT MACLEOD
(hereinafter referred to as “Macleod”)

-and-

TOWN OF NANTON
(hereinafter referred to as “Nanton”)

-and-

TOWN OF STAVELY
(hereinafter referred to as “Stavely”)

INTERMUNICIPAL EMERGENCY SERVICES AGREEMENT

WHEREAS:

- A.** The Parties entered into the Willow Creek Regional Intermunicipal Collaboration Framework Agreement dated **April 1, 2020** (the “ICF”) to 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;
- B.** The ICF contemplated a intermunicipal delivery of emergency services, pursuant to which the Parties wish to:
 - 1) Mutual Services/Contribution** – provide for mutual benefit of services, and provide for corresponding contribution to costs of services;
 - 2) Safety** – ensure the safety of residents and businesses throughout the respective jurisdictions of the Parties through the coordinated operations of the Emergency Services;
 - 3) Service Levels/Standards** – define and deliver service levels for Emergency Services, and coordinate training and capabilities, within the respective jurisdictions of the Parties;
 - 4) Interoperability** – ensure the ability of each Party’s department providing any of the Emergency Services (the “**Emergency Services Departments**”) and their personnel to

operate successfully together in delivering the Emergency Services, and ensure consistent and/or compatible equipment across Emergency Services Departments;

- 5) **Financial Certainty** – provide for cost and cost share certainty and consistency in respect of the funding of Emergency Services;
- 6) **Independence** – allow for the continued independent operation of the respective Emergency Services Departments as stand-alone emergency services departments, subject to the collaborations (including, without restriction, funding for equipment and other enhancements generated by the public and community groups/societies) and coordination contemplated within this Agreement; and
- 7) **Coordination** – provide for planning, development, training and operation of the respective Emergency Services 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;

(the “Additional Agreement Principles”);

- C. The Parties have identified the value of establishing policies, programs and processes for collaborating on the planning, development, training and operation of their respective Emergency Services Departments, the purchase, operation, use, maintenance, repair and replacement of their respective equipment and facilities, and the coordination and delivery of the Emergency Services, for the joint benefit of the Parties;
- D. The Parties are committed to participating, co-operating and coordinating with each other on an on-going 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 - REFERENCES, DETAILS & GUIDE

- 1.1 **Details and Guide.** The details of Emergency Services, and guide for administration of Emergency Services, are as follows:

GUIDE	DESCRIPTION	LOCATION
Definition	Emergency Services & Service Levels/Standards – Definition of Emergency Services and the applicable Service Levels/Standards	Schedule “A”
Intermunicipal Operations & Services	Intermunicipal Operation of Emergency Services – Description of Emergency Services, including training, provided on an intermunicipal basis	Schedule “B”
Fire Chiefs Committee	Planning, Operation & Management of Emergency Services - Description of Fire Chiefs Committee purpose, responsibility and limitations	Schedule “C”
Emergency Services Committee	Review of Emergency Services – Description of review, oversight and process of Emergency Services Committee	Schedule “D”
Budgeting	Emergency Services Budget Parameters & Process – Limitations to budgeting for Emergency Services Departments, and budgeting process	Schedule “E”

Cost Share	Emergency Services Cost Share & Payment – Agreed upon cost sharing and payments	Schedule “F”
Liability & Default	Insurance, Indemnity & Default – Management and mitigation of potential liability	Schedule “G”
Response Maps	Response Maps – For Intermunicipal Delivery of Emergency Services within Willow Creek and Ranchland	Schedule “H”

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

2.1 Application. Unless otherwise agreed to by the Parties, this Agreement applies to:

- (a) the service levels and capabilities listed within **Schedule “A”** (the “**Service Levels/Standards**”) respecting the Emergency Services;
- (b) the emergency services listed within **Schedule “A”** (the “**Emergency Services**”);
- (c) the operation or delivery of portions of the Emergency Services by the Emergency Services Departments on an intermunicipal basis, as contemplated within **Schedule “B”**;
- (d) the operation or delivery of programs and training of personnel listed as contemplated within **Schedule “B”** (the “**Emergency Services Programs & Training**”); and
- (e) the planning, development, coordination, budgeting and funding of the above within and amongst the Parties.

2.2 Independence. Unless otherwise agreed to by the Parties, this Agreement does not:

- (a) apply to the delivery of any service the same as or similar to the Emergency Services within each Party’s jurisdiction and by that respective Party’s own Emergency Services Department;
- (b) apply to the acquisition of additional or new equipment by any Party independent of the other Parties pursuant to such Party’s own purchasing policies, and which therefore do not form part of cost shared equipment under this Agreement;
- (c) apply to the delivery of any other service by any Party independent of the other Parties, and which therefore do not form part of the Emergency Services under this Agreement;
- (d) impose automatic sharing of costs of equipment or services acquired by or provided by any Party;
- (e) interrupt or prevent funding for equipment and other enhancements generated by the public and community groups/societies within or for the benefit of any of the Parties; or
- (f) interrupt or prevent the availability, use or application of all or any of the equipment or services independently acquired or provided by a Party (and therefore not subject to co-funding or other cost sharing under this Agreement) in the course of providing mutual aid services contemplated within this Agreement from applying to.

- 2.3 **Guiding Principles.** The Parties recognize that the guiding principles contained within the ICF, together within the Additional Agreement Principles, should guide the planning, development, implementation and operation of the Emergency Services under this Agreement, and the interactions between the Parties. In the event of any conflict between the respective principles, the guiding principles contained within the ICF will prevail.
- 2.4 **Consultation.** The Parties will consult with one another in the planning, development, implementation and operation of the respective Emergency Services, to ensure maximum use and benefits to the Parties and surrounding communities.
- 2.5 **Co-operation.** The Parties will 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 Emergency Services.
- 2.6 **Compliance with Laws.** The Parties will comply with all applicable statutes and regulations governing the planning, development, implementation and operation of the respective Emergency Services, and will take all necessary steps to ensure compliance with all statutes and regulations as may be applicable in that regard.
- 2.7 **Reasonable.** 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 limiting the 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.
- 2.8 **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.

ARTICLE 3 - TERM, RENEWAL & EXTENSION

- 3.1 **Term.** The term of this Agreement shall be effective from the date of execution of this agreement until April 1, 2030, unless otherwise terminated or amended in accordance with the terms and conditions of this Agreement (the “Term”).
- 3.2 **Renewal.** Upon the expiration of the initial Term, and each subsequent renewal term, this Agreement shall automatically renew for an additional period of equal length unless:
- (a) this Agreement is otherwise extended or renewed, or replaced, by agreement in writing between the Parties, in which case the agreement of the Parties will apply; or
 - (b) the ICF is revised to indicate that Emergency Services, or a substantial portion thereof, should not be delivered on an intermunicipal basis, in which case the provisions of Article 9 will apply;
- and in which cases one or more replacement arrangement(s) between the Parties, providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule “B”** on a multi-party, bilateral, or other basis, will be required in order to address the delivery of Emergency Services.
- 3.3 **Extension/Renewal.** This Agreement may also be extended for an additional period of time, or renewed for an additional term, by the Parties upon agreement in writing of each of the Parties.

ARTICLE 4 - EMERGENCY SERVICES

4.1 Operation and Funding of Departments, Equipment & Facilities. Each Party acknowledges and agrees to utilize its respective best efforts to authorize, operate, manage, budget, fund and equip its respective Emergency Services Department so as to:

- (a) **Service Levels/Standards** – provide for the equipment and resources needed to achieve and maintain the Service Levels/Standards (or, if currently unable to meet the Service Levels/Standards, strive to meet the Service Levels/Standards within a reasonable period of time);
- (b) **Intermunicipal Delivery** – deliver Emergency Services on an intermunicipal basis including:
 - (i) mutual aid;
 - (ii) intermunicipal emergency response;
 - (iii) Emergency Services personnel training; and
 - (iv) other and/or future Emergency Services programs;

as contemplated and/or agreed upon from time to time within **Schedule “B”** to this Agreement;

subject always to the limitations imposed by the budget limitations provided within **Schedule “E”** attached to this Agreement (the **“Budget Parameters”**), as well as subject to the coordination of the availability and location of equipment, personnel, training and other resources under this Agreement.

4.2 Operating & Management by Fire Chiefs. Each Party will authorize and empower the Party’s corresponding fire chief (including, without restriction, the chief of the Granum Fire Department) or Director of Emergency Services, as the case may be (collectively, the **“Fire Chiefs”**) to:

- (a) collaborate with the other Fire Chiefs in the planning, operation and management of the Emergency Services as contemplated within this Agreement including, without restriction, coordinating the availability and location of equipment, personnel, training and other resources; and
- (b) carry out the functions of the committee of Fire Chiefs contemplated within **Schedule “C”** attached to this Agreement (the **“Fire Chiefs Committee”**);

subject always to the budgetary authorizations and limitations of each respective Emergency Services Department’s budget, and the requirements and limitations of the Fire Chiefs Committee contemplated within **Schedule “C”**.

ARTICLE 5 - REVIEW OF EMERGENCY SERVICES

5.1 ICF Committee. The intermunicipal collaboration committee established under the ICF (the **“ICF Committee”**) will meet with, and/or review the report and recommendations from, the Emergency Services Committee on an annual basis, for the purposes of informing and guiding the decisions and activities of the ICF Committee under the ICF as it may affect the Emergency Services.

5.2 Emergency Services Committee. The committee of Fire Chiefs and chief administrative officers of the Parties (the “**Chief Administrative Officers**”) contemplated within **Schedule “D”** attached to this Agreement (the “**Emergency Services Committee**”) will:

- (a) meet to establish the order of hosting meetings of the Emergency Services Committee, and a schedule for meeting dates; and
- (b) meet on a bi-annual basis for the purposes of reviewing the activities of the Fire Chiefs Committee, reviewing the planning, operation and management of the Emergency Services, and providing recommendations and/or direction;

as contemplated within **Schedule “D”**.

5.3 Amendment. Any resulting amendments to or replacements of this Agreement resulting from the reviews by the ICF Committee or the Emergency Services Committee must be agreed upon in writing by the Parties.

5.4 Change Process. Changes to this Agreement is key to meeting the changing requirements for Emergency Services, the evolution of technology, equipment and practices related to Emergency Services, and changes to the circumstances or factors impacting the Parties. Any Party may initiate a request for a change to this Agreement including, without restriction, related to:

- (a) changes to the definition or scope the Service Levels/Standards guiding Emergency Services;
- (b) changes or additions to the definition of Emergency Services;
- (c) changes or additions to the Emergency Services Programs & Training;
- (d) changes to the budgeting parameters contained within **Schedule “E”** attached to this Agreement;
- (e) changes to the cost shares contemplated within **Schedule “F”** attached to this Agreement; and
- (f) the proposal for purchase of new equipment for the delivery of Emergency Services;

or any other aspect of this Agreement. In addition to the initiation of the considerations of the same or similar matters at the Fire Chiefs Committee or the Emergency Services Committee, any Party may give the other Parties notice in writing requesting a review of the identified portions of this Agreement. Any requested review shall be referred in the first instance to the Emergency Services Committee for consideration in consultation with the Fire Chiefs Committee, and the development of recommendations to the Parties.

5.5 Disputes. In the event of a dispute between two (2) or more of the Parties arising from such reviews pursuant to either Section 5.2 or 5.4 of this Agreement, any matters or issues in dispute or otherwise unresolved shall be resolved through the dispute resolution procedure provided for within the ICF (the “**Dispute Resolution Procedure**”).

ARTICLE 6 - BUDGET PARAMETERS & PROCESS

- 6.1 Emergency Services Budgeting Process & Responsibilities.** The Parties will prepare and present budgets for each Emergency Services Department in a manner consistent with the Budget Parameters and process contemplated within **Schedule "E"**.

ARTICLE 7 - FINANCIAL RESPONSIBILITY

- 7.1 Mutual Aid.** Each of the Parties will be responsible to pay costs of providing the mutual aid services which are invoiced by the responding party in accordance with the provisions of **Schedule "B"**;
- 7.2 Emergency Services Cost Share and Payment Responsibilities.** The cost share financial responsibilities of each of the Parties in respect of the Emergency Services are provided within **Schedule "F"**. Save and except for those cost shares and payments contemplated within **Schedule "F"** or otherwise agreed to by the Parties from time to time, each Party is solely responsible for funding their own Emergency Services Department budget.
- 7.3 Goods and Services Tax.** For the purposes of the administration of GST under this Agreement, the Parties acknowledge and agree that:
- (a) the delivery of Emergency Services intermunicipally, as contemplated within **Schedule "B"** of this Agreement, is currently a non-taxable supply/service;
 - (b) the incurring of costs associated with creating the capacity to perform Emergency Services which are intended to be shared, including the costs contained within the budgets of Emergency Services Departments and as contemplated within **Schedule "F"**, is specifically understood and agreed in each and every case to be:
 - (i) incurred for the specific purpose of sharing the costs;
 - (ii) incurred by a Party as agent for the other Parties sharing in that costs; and
 - (iii) administered by the Party incurring the cost, who is handling the day-to-day operating duties of acquiring the underlying property and/or services either internally or from third parties, and paying the initial costs thereof, all for the purposes of being reimbursed one or more shares of the costs from the Parties;as provided for within this Agreement; and
 - (c) otherwise, each Party shall be responsible to pay all GST and other properly assessed taxes in connection with this Agreement, subject always to available rebates and/or input tax credits.

The Parties shall, however, manage their respective obligations respecting payment, collection and remittance of GST in a manner that provides for the most efficient process as possible for the Parties including, without restriction, ensuring that where appropriate under the applicable legislation all rebates or credits of GST available to the Parties are accounted for prior to charging or collecting any cost under this Agreement.

ARTICLE 8 - INSURANCE, INDEMNITY & DEFAULT

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

ARTICLE 9 - TERMINATION & WITHDRAWAL

- 9.1 Termination.** The Parties may agree to terminate this Agreement at any time upon mutual agreement, subject always to:
- (a) the settlement of all ownership interests, liabilities, and financial responsibilities respecting the Emergency Services and this Agreement; and
 - (b) agreement(s) in writing of the Parties providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule "B"** on a multi-party, bilateral, or other basis;

and subject always to the requirements of or directions from the ICF, as amended or replaced from time to time.

- 9.2 Withdrawal.** The Parties agree that a Party may withdraw from this Agreement provided always that:
- (a) the withdrawing Party has provided not less than **Twelve (12) months** notice in writing of the intention to withdraw;
 - (b) the Parties have agreed upon a settlement of all ownership interests, liabilities, and financial responsibilities respecting the Emergency Services and this Agreement; and
 - (c) agreement(s) in writing of the Parties providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule "B"** on a multi-party, bilateral, or other basis;

and subject always to the requirements of or directions from the ICF, and any amend(s) or replacement(s) thereof from time to time, governing the withdrawing Party and the Parties.

- 9.3 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 10 - GENERAL

- 10.1 Existing Agreements.** This Agreement replaces all existing agreements or arrangements between the Parties regarding the specific topics of this Agreement.
- 10.2 Other Agreements/Arrangements.** Nothing contained within this Agreement prevents any of the Parties from considering and entering into any further or other arrangements respecting Emergency Services, and other collaborations relating to Emergency Services, whether on a multi-party, bilateral or other basis, which in each case are complementary to this Agreement.
- 10.3 Dispute Resolution.** In the event of the disagreement between the Parties with respect to 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.

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

Town of Claresholm
c/o Chief Administrative Officer
PO Box 1000
Claresholm, AB T0L 0T0
FAX: 403-625-3869
EMAIL: info@claresholm.ca

Municipal District of Willow Creek
c/o Chief Administrative Officer
273129 Highway 520 West
Box 550
Claresholm, AB T0L 0T0
FAX: 403-625-3886
EMAIL: md26@mdwillowcreek.com

Town of Fort Macleod
c/o Chief Administrative Officer
PO Box 1420
Fort Macleod, AB T0L 0Z0
FAX: 403-553-2426
EMAIL: admin@fortmacleod.com

Town of Nanton
c/o Chief Administrative Officer
PO Box 609
Nanton, AB T0L 1R0
FAX: 403-646-2653
EMAIL: cao@nanton.ca

Town of Stavely
c/o Chief Administrative Officer
PO Box 249
Stavely, AB T0L 1Z0
FAX: 403-549-3743
EMAIL: cao@stavely.ca

Or such other address as the Parties may respectively 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.

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

**MUNICIPAL DISTRICT OF WILLOW CREEK
No. 26**

Per: Margaret V. Sandberg
Per: Glenn Wilson

TOWN OF FORT MACLEOD

Per: [Signature]
Per: [Signature]

TOWN OF STAVELY

Per: [Signature]
Per: Isaia Sundquist

TOWN OF CLARESHOLM

Per: [Signature]
Per: [Signature]

TOWN OF NANTON

Per: [Signature]
Per: Jan Handberg

SCHEDULE "A"

EMERGENCY SERVICES, SERVICE LEVELS & STANDARDS

EMERGENCY SERVICE(S)	SERVICE LEVEL(S) AND STANDARD(S)
FIRE SUPPRESSION SERVICE	
Fire Fighting — Structural Defensive	Recruit Training Course, NFPA 1001 — Level 1 or higher or an equivalent competency** (1) equivalent competency*
Fire Fighting — Interior Attack ** (2)	Recruit Training Course, NFPA 1001— Level 2 or an equivalent competency with Exceptions ** (2) equivalent competency* *As determined by the consent of both the Station Chief and the Director of Emergency Services
Fire Fighting — Wildland/Urban Interface	Recruit Training Course, S100G, NFPA 1140 (optional), or online WUI courses
Vehicle Fires	Recruit Training Course, NFPA 1001 Level 1 or an equivalent competency with Exceptions ** (1) equivalent competency* *As determined by the consent of both the Station Chief and the Director of Emergency Services
RESCUE SERVICES	
Motor Vehicle Collisions	Recruit Training Course, Vehicle X Course, NFPA 1001 Level 2, Farm X, Emergency Livestock Course
Trench Rescue	NFPA 1006 Awareness Only ** (3)
Hazardous materials Response	NFPA 472 at Awareness Level, Operations with HAZMAT team
Confined Space Rescue	NFPA 1006 Awareness Only ** (3), In-House Training
Rope Rescue (Low Angle Rescue Only)	NFPA 1006 Awareness Only ** (3), In-House Training
Power Line Down/Electrical Hazards	NFPA 1006 Awareness Only ** (3), In-House Training
Building Collapse	NFPA 1006 Awareness Only ** (3), In-House Training
Ice Rescue	NFPA 1006 Operations, ice Rescue Course
Swift/Fast Water Rescue	NFPA 1006 Operations Awareness Only ** (3), Swift Water Course, Jet Ski Course, Boat Course
Still Water Rescue	NFPA 1006 Still Water Course, Boat Course, Jet Ski Course
Search and Rescue	SAR Basic
Traffic Control	NFPA 1091
Grain Rescue	Operations
MEDICAL FIRST RESPONSE	
Medical First Response	Minimum First Aid with CPR & HCP. Willow Creek will support up to PCP, see Schedule "F"
CISM	Peer Support Training, R2MR, Contracted Mental Health services

INCIDENT COMMAND	
Incident Command	ICS 100, 200 and Basic Emergency Management (BEM)
PUBLIC RELATIONS	
Car Seat Installation and inspection	Car Seat Technician Course
Fire/ Life Safety	1521 Course
EQUIPMENT INVENTORY & EQUIPMENT MAINTENANCE	
Equipment Maintenance	The responsibility of all fire departments to ensure equipment readiness. To perform on a monthly basis as a minimum with proper documentation to support inventory
Equipment Inventory	For inventory and ownership purposes the Records Management System (RMS) defines ownership and responsibility and for historical purposes Schedule "I" in the 2020 Agreement may be referenced
OTHER SERVICES/PROGRAMS	
Mutual and automatic aid responses	As per existing mutual aid agreements and protocols, or as contemplated in Schedule "B"
Public Safety Education	Fire prevention week, fire hall tours, smoke detector program, Co Program
Operating Guidelines (OG's)	As contemplated in Schedule "B"
Training Programs	As contemplated in Schedule "B"
Safety Codes Agreements	Town of Stavelly, Town of Claresholm & Town of Fort Madeod
** (1) Equivalent Competency to be defined as NFPA recognized Job Performance Requirements (JPRs) that are signed off by a certified Fire Instructor (NFPA 1041), Station Chief and Director of Emergency Services	
** (2) Interior attack is only permitted for firefighters that are NFPA 1001 Level 2 certified. Level 1 may also enter under the direct supervision of a Level 2-1001 firefighter. Or Equivalent Competency as determined by the consent of both the Station Chief and the Director of Emergency Services.	
** (3) If, however, there are no NFPA 1001 Level 2 firefighters on scene or the event is deemed unsafe by the Incident Command there are not enough resources on scene to handle the event, the structural interior attack reverts back to defensive action only.	
FUTURE SERVICES/PROGRAMS	
Pre-Emergency Planning	To be discussed @ ICF Committee
Life Safety Inspections	To be discussed @ Fire Chiefs Committee and Emergency Services Committee

Fire Investigations	To be discussed @ Fire Chiefs Committee and Emergency Services Committee
Other	As contemplated in Schedule "B", subject to discussion @ Fire Chiefs Committee and Emergency Services Committee

SCHEDULE "B"

INTERMUNICIPAL OPERATION OF EMERGENCY SERVICES

Throughout the Term of this Agreement, unless otherwise agreed to by the Parties, aspects of Emergency Services delivered on an intermunicipal basis under the planning, management and operation of the Fire Chiefs Committee consist of:

1. Emergency Services Delivered Intermunicipally

Throughout the Term of this Agreement each of the Fort Macleod, Claresholm, Nanton and Stavely (the "Towns") shall provide Emergency Services within areas of MD of Willow Creek and the MD of Ranchland as follows:

- (a) **Coordination** – all Emergency Services to be delivered intermunicipally as contemplated below will be coordinated by the Fire Chiefs and the Fire Chiefs Committee;
- (b) **Response Map** – the response areas within Willow Creek and Ranchland for each of the Towns shall be limited to those respective areas designated within the response map approved from time to time by the Fire Chiefs Committee and by Willow Creek, which as of the date of this Agreement is attached as **Schedule "H"** to this Agreement ("**Response Map**");
- (c) **Response Areas** – subject always to requests for Mutual Aid, defined below, each Town shall only be responsible to provide the Emergency Services within the applicable portion(s) of Willow Creek or Ranchland as identified within the Response Map, and to all people, property and livestock that may be affected if they are located within the boundaries of the applicable area;
- (d) **Call-Outs and Dispatch** – the Parties shall each use Foothills Regional Emergency Services Commission, or other common agency agreed to, contracted on an individual basis to provide call-out and dispatch services for the operation of the Emergency Services;
- (e) **Response** – the Towns shall:
 - (i) make their best efforts to provide priority of response to Emergency calls from within Willow Creek or Ranchland; or
 - (ii) provide immediate notice to the Willow Creek Director of Emergency Services or designate (the "Director of Emergency Services") if it is unable to respond.

For clarity, all Emergency calls from within the designated areas on the Response Map will receive immediate response from the Town Emergency Services Departments when it can be reasonable to do so without impairing the respective Town's capacity to protect life or property within the Town limits. In the event that a Town is unable to respond to an Emergency call when called upon, Willow Creek will enact request(s) for mutual aid in order to provide service as further defined below;

- (f) **Notice of Coverage** – in the event that a Town is engaged in mutual aid service (as defined below), training or other activities impacting the Town's ability to respond to Emergency calls from within the designated areas on the Response Map:
 - (i) the Town will notify the Fire Chiefs, including Willow Creek's Director of Emergency Services; and
 - (ii) the Fire Chiefs shall, as much as possible, coordinate resources of personnel and equipment so as to ensure coverage for responses to Emergency calls from within the impacted areas on the Response Map;
- (g) **Operating Guidelines** – ensure that all Emergency Services personnel are familiar with, and are capable of operating within, the requirements of Willow Creek OG's applicable to required Emergency Services to be provided in response to the Emergency;

- (h) **Vehicles** – ensure that all trucks, fire engines, cargo trailers, ATV's and other mobile and licenced vehicles are regularly inspected and maintained by the owner of those vehicles in accordance with National Fire Protection Association (“NFPA”) standards, Provincial legislation and municipal policy;
- (i) **Insurance** – ensure that proper insurance has been obtained for all Town owned equipment, buildings and properties that house the Emergency Services Departments providing the Emergency Services;
- (j) **Direction and Management** – assign at the discretion of their respective Fire Chiefs, on a per incident basis, equipment and trained personnel available and necessary to address the Emergency, in accordance with the OG’s;
- (k) **Incident Command** – while responding to an Emergency within Willow Creek or Ranchland, all Emergency Services personnel will be under the incident command of the commander of the responding Fire Department, unless otherwise directed by the commanders on the scene, or otherwise directed by the Willow Creek Director of Emergency Services or designate.
- (l) **Backfilling** – if a Town’s fire station is temporarily deployed from their community to mitigate a risk within Willow Creek or to assist a Willow Creek Mutual Aid partner at the request of Willow Creek, Willow Creek will ensure that adequate coverage is provided for the affected community. This arrangement will maintain the safety and security of the community while addressing the immediate need elsewhere.

2. **Emergency Services Provided as Mutual Aid**

In addition to and without restricting the intermunicipal delivery of Emergency Services within area of Willow Creek, each of the Parties shall provide the following mutual aid (“**Mutual Aid Services**”):

- (a) **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 Party requesting mutual aid (the “**Requesting Party**”), is necessary for the prompt and safe handling of an emergency requiring trained Emergency Services personnel and the application of equipment and techniques to manage the emergency scene (“**Emergency**”);
- (b) **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;
- (c) **Contact Persons to be Appointed** – each Party will designate one or more contact persons, who will 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;
- (d) **Requesting Party to Assume Direction** – unless otherwise provided for within the OG’s:
 - (i) each Responding Party shall utilize all responding personnel and equipment in accordance with its own Emergency response plans;
 - (ii) 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;
- (e) **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 requested. The billing/accounting officer for each Party will maintain a registry of services and equipment usage during the time of assistance;

- (f) **Equipment and Personnel Rates** – unless otherwise agreed to by the parties (pursuant to “good neighbor” principles, common billing practices, or otherwise) all equipment and personnel used for providing Mutual Aid Services shall be billed by:

- (i) the Responding Party to the Requesting Party; and/or
- (ii) the owner of the equipment (or joint owner, as the case may be, pursuant to agreement of the joint owners) to the Requesting Party;

without duplication, in the respective discretions of the billing Party or Parties, and at the rates established from time to time by the billing Party or Parties and its or their respective fees bylaws and/or policies, if applicable. The Parties acknowledge that the Fire Chiefs Committee will work towards providing recommendations for consolidating and harmonizing billing rates and practices, in consultation and coordination with the Emergency Services Committee, which may be implemented by the Parties in due course;

- (g) **Equipment and Personnel** – only equipment owned solely by the Responding Party, joint equipment under the care, custody and control of 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;
- (h) **Volunteer Equipment and Personnel to be Accepted by Requesting Party** – the Fire Chiefs Committee will work towards providing recommendations for practices for engaging volunteer equipment and/or personnel for use in providing Mutual Aid Services, in consultation and coordination with the Emergency Services Committee, which may be implemented by the Parties in due course; and
- (i) **Performance & Preparedness** – each of the Parties shall faithfully carry out and perform Mutual Aid Services to be 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 OG’s or this Agreement.
- (j) **Activation of Mutual Aid** – requests for mutual aid or specialized services from parties outside of the Agreement must receive prior approval from the Director of Emergency Services or their designate. This ensures that resources are allocated appropriately, operational priorities are maintained, and the terms of the Agreement are upheld. A designate for the Willow Creek Director of Emergency Services shall first be a Willow Creek Duty Officer, or in circumstances wherein a Willow Creek Duty Officer is not available than the on-scene commander.
- (k) **Wildland Urban Interface (WUI) / Provincial Deployments** – the Parties recognize that resource requests may be received from an AEMA WUI Field Officer on behalf of the province for deployments to WUI incidents. Such requests will be handled in accordance with the WCES Deployment to WUI Incidents O.G.

3. **Performance & Compliance**

In carrying out all or any of the services contemplated within this Schedule each Party shall, to be best of the responding Party’s abilities and resources, ensure the respective Emergency Services personnel under their direction or control:

- (a) conduct themselves in a professional manner adhering to all bylaws and policies of the Parties, as well as the applicable OG’s; and
- (b) adhere to all NFPA standards, and relevant Federal and Provincial legislation including, but not limited to, all highway traffic legislation, *Occupational Health and Safety Act* and related codes of practice, and the *Safety Codes Act*.

4. Emergency Services Programs & Training

Under the direction and control of the Fire Chiefs Committee, the Fire Chiefs will create, plan, implement and operate the following joint programs for the mutual benefit of the Parties (the “Emergency Services Programs & Training”):

- (a) **Operating Guidelines (OG’s) Program** – the consultation, development, approval, periodic review, and amendment from time to time of OG’s to be followed and implemented by the Emergency Services Departments, providing for a clear standard of performance, standard operating procedures, incident command structure and protocols, standard communications protocols, and any other relevant operational requirements for the purposes of:
 - (i) performing any of the Services contemplated under this Agreement within another Party’s jurisdiction, providing the Services within another Party’s jurisdiction; and
 - (ii) operation of each Party’s own respective Emergency Services Departments within their respective jurisdictions, providing for best practices and other resources.
- (b) **Training Program** – the consultation, development, coordination, approval, periodic review, and amendment from time to time of training programs for personnel utilized by the Parties’ respective Emergency Services Departments, providing for a standard of training, expertise, experience, knowledge, proficiency and capability determined by the Fire Chiefs Committee to be necessary or valuable for the purposes of:
 - (i) establishing and maintaining the Service Levels/Standards for the Emergency Services contemplated within this Agreement, as amended from time to time; and
 - (ii) performing any of the Emergency Services as contemplated within this Agreement.

Without restricting any of the foregoing, as of the date of this Agreement, the training programs include the following:

EMERGENCY SERVICES TRAINING
Training Certification/Courses
NFPA 1006 Rescue Courses
NFPA 1001- Level 1- 472 Awareness
NFPA 1001- Level 2 - 472 Ops
Station Training nights
Entry Level Training
NFPA 1021 level I
NFPA 1051
S 100 Grassland Course
NFPA 1002
Basic Safety Codes Course
NFPA 1031
NFPA 1033
NFPA 1041
Urban and Wildland Search and Rescue
NFPA 1521
ATV Course
PWC Course (Jet Ski)
PWC Course – Jet Boat
Car Seat Technician Course
Public Relations (PIO)
Incident Command System (as per specification on the AEMA website)

CISM – Critical Incident Stress Management
Farm extraction
H2S
‘Q’ Airbrake endorsement
First Aid – CPR (HCP)
Swift/still Water Rescue Courses
EMR Course/annual dues
PCP annual dues
ICE Rescue Course
Livestock Emergency Handling Course
Class 3 Drivers License
Class 4 Drivers License
Drivers License - Annual Medical
Fire conference
Individual S-Series Courses
Traffic control Course
Grain Rescue Course

- (c) **Costs of Emergency Services Programs & Training** – each Party is participating in the above-noted Emergency Services Programs & Training, and accordingly each Party will be responsible for their corresponding share of associated costs of the respective Emergency Services Programs & Training as contemplated within the Budget Parameters and set out in **Schedule “F”** or otherwise agreed to by the Parties from time to time.

5. Coordination of Equipment and Apparatus

Each of the Parties from time to time owns certain Emergency Services vehicles, apparatus and equipment which are necessary or prudent for the delivery of Emergency Services by the Parties (the “**Emergency Services Equipment**”), and an inventory of the Emergency Services Equipment is captured in the Records Management System (RMS). In this regard,

- (a) **Willow Creek Emergency Services Equipment** – certain portions of Emergency Services Equipment have been placed within the fire halls of some or all of the Towns for use and operation in the intermunicipal delivery of Emergency Services as contemplated within this Schedule (“**Willow Creek Emergency Services Equipment**”);
- (b) **Inventory** – under the direction and control of the Fire Chiefs Committee, the Fire Chiefs will review and update the inventory of Emergency Services Equipment within the RMS on an annual basis, including the inventory of Willow Creek Emergency Services Equipment.
- (c) **Responsibility for Emergency Services Equipment** – for clarity, each Party shall be responsible for the periodic maintenance, repair and replacement of the Emergency Services Equipment owned by that Party (or jointly responsible in the case of co-owned equipment), as contemplated within Section 4.1 of this Agreement and as more particularly described within the budget parameters within **Schedule “E”** and the financial obligations within **Schedule “F”** attached to this Agreement;
- (d) **Use** – use of each item of Willow Creek Emergency Services Equipment in the possession of a Town will be primarily for responding to Emergencies located within Willow Creek, and on a priority basis. Use of Willow Creek Emergency Services Equipment in responding to an Emergency within each Town will be subject to such reasonable use, priority policies, procedures and processes as may be established from time to time by Willow Creek in consultation with the Emergency Services Committee and with reasonable notice to the Town of any such changes.
- (e) **Town Equipment and Apparatus** – in exceptional circumstances where Willow Creek equipment is not readily available, town equipment may be utilized with the prior approval of the Director of

Emergency Services or their designate. This ensures that operational needs are met efficiently while maintaining oversight and coordination of available resources. Such decisions will be made with careful consideration of the situation's urgency and the potential impact on local services.

- (f) **Protect** – each Town will use and operate Willow Creek Emergency Services Equipment in accordance with reasonable policies, directives or other operating or maintenance instructions that may be established by Willow Creek from time to time in consultation with the Emergency Services Committee and with reasonable notice to the Town of any such changes (including cleaning of and preventative maintenance for each piece of Willow Creek Emergency Services Equipment may be required after each and every use), and will use its best efforts to protect the same from loss or damage;
- (g) **Alterations** – other than in an emergency, no alterations will be made to any Willow Creek Emergency Services Equipment unless agreed to by Willow Creek, acting reasonably;
- (h) **Reporting** – each Town will report any damage, breakage or non-functioning Willow Creek Emergency Services Equipment to Willow Creek in its possession as soon as reasonably possible; and
- (i) **Disputes** – any disputes arising with respect to such use, priority policies, procedures and processes, or availability of any Willow Creek Emergency Services Equipment will be referred to the Emergency Services Committee for review and if still unresolved referred to the Dispute Resolution Procedure.

6. Future Potential Emergency Services Programs & Training

Subject to the consultation within the Fire Chiefs Committee and the Emergency Services Committee, and the inclusion of funding within the budgets for the Emergency Services Departments, the Fire Chiefs Committee may create, plan, implement and operate the following additional programs for the mutual benefit of the Parties:

- (a) **Payroll Management** – design, implementation and operation of a harmonized payroll system for Emergency Services personnel utilizing a records management system;
- (b) **Recruitment, Retention and Human Resources Program** – policies, procedures, standards and documents for recruitment, retention, and human resource management of personnel for the Emergency Services Departments;
- (c) **Equipment Evaluation Program** – the consultation, review, testing, from time to time of equipment designed or required for Emergency Services;
- (d) **Procurements Program** – joint/bulk procurements of equipment on an as needed basis by the Parties, for the purposes of maximizing efficiency of procurement processes as well as cost savings for the Parties;
- (e) **Fire Investigations Program** – fire investigations service available on an as needed basis by the Parties; and
- (f) **Other Programs** – such further and other programs jointly created, designed, planned, implemented and/or operated by the Parties from time to time, subject always to approval of the Emergency Services Committee and inclusion of funding for the program within budgets for the Emergency Services Departments.

and upon undertaking any of the above, they will form part of the Emergency Services Programs & Training under the planning, operation and management of the Fire Chiefs Committee, and budgeted for within the budgets for the Emergency Services Departments, unless and until removed from the Emergency Services Programs & Training by the Fire Chiefs Committee and the Emergency Services Committee.

7. Participation in Future Emergency Services Programs & Training

The Parties acknowledge and agree that participation in all or any of the future Emergency Services Programs & Training which are not required in order to meet the Service Levels/Standards is voluntary, at the discretion of each of the Parties, and subject to agreement of the respective Party. Each Party's share of costs of participation in Future Emergency Services Programs & Training will be agreed upon by the Parties as further provided for in **Schedule "F"**. For clarity, Emergency Services Programs & Training which are required in order to meet the Service Levels/Standards are mandatory and addressed under Section 4 of this Schedule.

8. Further or Other Arrangements

For clarity, as contemplated within Section 10.2 of this Agreement, the Parties may also at any time consider and enter into any further or other arrangements respecting Emergency Services, and other collaborations relating to Emergency Services, whether on a multi-party, bi-lateral or other basis, which are complementary to this Agreement.

9. Referral to Dispute Resolution

If the Parties at any time cannot agree upon any matter respecting Mutual Aid Services (including rates for personnel and equipment) or Emergency Services Programs & Training that contemplates agreement of the Parties, 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.

SCHEDULE "C"

FIRE CHIEFS COMMITTEE – PLANNING, OPERATION AND MANAGEMENT OF EMERGENCY SERVICES

1. Fire Chiefs Committee

The Fire Chiefs Committee consists of Six (6) individuals made up of:

- (a) the Fire Chiefs for each of the Towns;
- (b) the Fire Chief for the Granum Fire Department; and
- (c) the Director of Emergency Services for the Municipal District of Willow Creek;

for the purposes of ongoing planning, operation and management of the Emergency Services. Subject always to the designation of alternate members of the Fire Chiefs Committee by the respective Parties under Section 7 of this Schedule, the deputy chief or other designate of each of the Fire Chiefs may, at the request of the respective Fire Chief, act in that person's stead for the purposes of the activities and operations under this Schedule where the corresponding Fire Chief is unavailable.

2. The Emergency Services Coordinator

The Parties appoint a coordinator for Emergency Services (the "Emergency Services Coordinator") for the limited purposes of coordination and facilitation of:

- (a) the meetings of the Emergency Services Committee on behalf of the Parties;
- (b) the meetings of the Fire Chiefs Committee on behalf of the Parties;
- (c) the budgets of the Parties to the extent affecting the intermunicipal delivery of the Emergency Services;
- (d) the Emergency Services Programs & Training; and
- (e) the planning, development, budgeting, implementing and operation of such other programs or services proposed by the Fire Chiefs from time to time to form part of the Emergency Services and/or Emergency Services Programs & Training, and which are approved by the Emergency Services Committee and contemplated within all budgets affecting the Emergency Services Departments and the Emergency Services.

3. Appointment and Replacement of the Emergency Services Coordinator

As of the date of this Agreement, the Emergency Services Coordinator will be the Director of Emergency Services for the Municipal District of Willow Creek. The deputy chief or other designate of the Emergency Services Coordinator may, at the request of the Emergency Services Coordinator, act in that person's stead for the purposes of the activities and operations of the Emergency Services Coordinator under this Schedule. The Emergency Services Coordinator may be replaced at any time upon unanimous agreement of the Emergency Services Committee, or the agreement of the Parties.

4. Planning, Implementation and Operation of Emergency Services.

The Fire Chiefs Committee is authorized and directed by the Parties to carry out the ongoing planning, operation and management of the Emergency Services, and specifically are authorized and directed to:

- (a) create, review and propose budgets for the Emergency Services Departments (in each case, such budgets are subject to the approval of the corresponding Party controlling each Emergency Services Department) that are in alignment with the Budget Parameters and sufficient to meet the requirements respecting the Service Levels/Standards in Section 4.1 of this Agreement;
- (b) create, review and amend the OG's respecting the delivery of the Emergency Services;

- (c) coordinate:
 - (i) the review and amendment of the inventory of Emergency Services Equipment of the Parties within the Records Management System;
 - (ii) the maintenance of Emergency Services Equipment of the Parties; and
 - (iii) the maintenance of records of tangible capital assets for the Emergency Services Equipment of the Parties;
- (d) maintain training records for all Emergency Services personnel of the Parties within the Records Management System (RMS) or similar/equivalent software solutions;
- (e) review and make recommendations from time to time regarding:
 - (i) the coordination of the availability and location of equipment, personnel, training and other resources required for current and future needs of Emergency Services;
 - (ii) equipment replacement, billing requirements, recruitment policy and standard operating procedures, and any other matter that may affect the delivery of Emergency Services or the operation of the Emergency Services Departments;
 - (iii) changes to the description of Emergency Services, and the Service Levels/Standards;
 - (iv) changes to the Budget Parameters;
 - (v) the nature and extent of Emergency Services Programs & Training required in order to meet the Service Levels/Standards;
 - (vi) the designated response areas within Willow Creek and Ranchland, and corresponding amendments or updating to the Response Map, respecting the intermunicipal delivery of the Emergency Services by the Parties;
- (f) create, implement, manage and operate each of the programs and services comprising the Emergency Services within the limits of the applicable Emergency Services Department budgets;
- (g) review and make recommendations from time to time to the Emergency Services Committee regarding rates for Mutual Aid Services, and billing practices, with a view towards harmonizing rates and implementing consistent practices;
- (h) coordinate the operations and/or responses by the respective Emergency Services Departments including, without restriction, the delivery of Emergency Services intermunicipally as contemplated within **Schedule "B"**;
- (i) conduct and coordinate incident reviews respecting the Emergency Services, and prepare recommendations for improvements to the Emergency Services Departments, the Emergency Services, and the Emergency Services Programs & Training;
- (j) explore options for the further development and enhancement of the Emergency Services, the development and enhancement of programs for Emergency Services Programs & Training, 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; and
- (k) making recommendations to the Emergency Services Committee respecting changes to this Agreement;

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

5. Limitations of Fire Chiefs Committee.

The ongoing planning, operation and management of the Emergency Services by the Fire Chiefs Committee is limited by the following:

- (a) the requirement to achieve and maintain the Service Levels/Standards (or, if currently unable to meet the Service Levels/Standards, strive to meet the Service Levels/Standards within a reasonable period of time) as contemplated within Section 4.1 of this Agreement;
- (b) the requirements or limitations of the Budget Parameters;
- (c) the limitations of the budget for each Emergency Services Department; and
- (d) any further or other direction received from the Emergency Services Committee and/or the ICF Committee, in relation to the Emergency Services.

6. Fire Chiefs Committee and Chair of the Fire Chiefs Committee

Unless otherwise unanimously agreed to by the Parties, the Chair of the Fire Chiefs Committee will be the Emergency Services Coordinator.

7. Representatives

Notwithstanding the use of deputy chiefs or other designates by the Fire Chiefs as contemplated within Section 1 of this Schedule, each Party may appoint alternate representatives to act on the Fire Chiefs Committee in substitution for corresponding Party's appointed representative(s) in the event that the corresponding Party's appointed representative(s) on the Fire Chiefs Committee is/are not available. Each of the Parties may also at any time and from time to time by written notice replace its appointed representative(s) on the Fire Chiefs Committee, or any alternate(s), and any representative and/or alternate so replaced shall cease to be a Fire Chiefs Committee member or alternate upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual(s) so appointed as a new Fire Chiefs Committee member(s) and/or alternate(s), and the Fire Chiefs Committee member(s) and/or alternate(s) who has/have been replaced.

8. Vacancies

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

9. Quorum

Quorum for meetings of the Fire Chiefs Committee will be satisfied where all members of the Fire Chiefs Committee (including the authorized designates pursuant to Section 1 of this Schedule, and any alternates appointed pursuant to Section 7 of this Schedule, in place of any of the Fire Chiefs who are not available) are present.

10. Decision Making

The Fire Chiefs Committee will make decisions and provide recommendations to the Emergency Services Committee by way of consensus, and evidence of a majority approval by a minimum four out six members of Fire Chiefs Committee as and when circumstance may require.

11. Referral to Dispute Resolution

If at any meeting of the Fire Chiefs 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 Fire Chiefs, 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 reviewed and resolved by the Emergency Services Committee.

12. Fire Chiefs Committee Meetings

The Fire Chiefs Committee shall meet at least **Four (4) times a year**, or more as the Fire Chiefs Committee determines.

13. Notice of Meetings

Notice of the time and place of every meeting shall be given by the Chair with **not less than Thirty (30) days notice**.

14. Calling Meetings

Subject always to the requirements of the delivery of notice as contemplated above, the Chair shall call meetings of the Fire Chiefs Committee:

- (a) as and when directed by the Fire Chiefs Committee, in the form of meeting schedule approved by the Fire Chiefs Committee or otherwise as directed from time to time; and
- (b) upon receipt of a request in writing received from a Fire Chief (together with detail respecting the reasons for the requested meeting as the Chair may reasonably require), and following consultation with:
 - (i) the requesting Fire Chief as to urgency of the requested meeting and the potential sufficiency of the next scheduled meeting of the Fire Chiefs Committee; and
 - (ii) the Chair regarding the availability of facilities for the requested meeting.

It is understood and agreed that, save and except for Fire Chiefs Committee meetings which are scheduled in advance by the Fire Chiefs Committee, the Chair and Willow Creek's Chief Administrative Officer will only be responsible for using their reasonable best efforts to arrange for and call a meeting upon the request of the Fire Chiefs Committee or upon the request of a Fire Chief. Notwithstanding the foregoing, nothing shall prevent the Parties and/or members of the Fire Chiefs Committee from having informal meetings and/or discussion at any time on an as needed basis in between formal meetings of the Fire Chiefs Committee, in order to address any matter contemplated within this Agreement including, without restriction, the subject matter(s) of any notice from a Fire Chief requesting a meeting of the Fire Chiefs Committee.

15. Attendance at Meetings

The Fire Chiefs Committee, but not an individual Fire Chiefs 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 Fire Chiefs Committee and/or make submissions to the Fire Chiefs Committee with respect to any matter or question being considered by it. For clarity, any authorized alternates or designates of any of the Fire Chiefs as contemplated within this Schedule may also attend meetings of the Fire Chiefs Committee, at the invitation of their respective Fire Chief.

16. Location, Host Party and Costs of Meetings

Unless otherwise agreed to by the Parties or directed by the Fire Chiefs Committee:

- (a) the location of meetings of the Fire Chiefs Committee shall be the offices of the Municipal District of Willow Creek, or such alternative location as the Chair may designate within the notice of the meeting;
- (b) the Municipal District of Willow Creek will be the host of meetings of the Fire Chiefs Committee, responsible for arranging the venue and other facilities required in order to carry out the meeting;
- (c) the Director of Emergency Services will coordinate the meeting dates, creation and circulation of materials, and facility requirements with the Chair of the Fire Chiefs Committee; and

- (d) the costs of hosting a meeting of the Fire Chiefs committee will be the responsibility of the Municipal District of Willow Creek.

17. Records

The Fire Chiefs Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the Fire Chiefs 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 Fire Chiefs Committee. Each Fire Chiefs Committee member shall be entitled to reasonable access to all files and records of the Fire Chiefs Committee at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Fire Chiefs Committee will be retained at the offices of Willow Creek.

18. Limitation of Liability

No Fire Chiefs Committee member shall be liable for the acts, neglect or default of such Fire Chiefs Committee member, any other Fire Chiefs Committee member, and/or the Fire Chiefs Committee as a whole, provided that such Fire Chiefs 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 Fire Chiefs Committee member and the Fire Chiefs Committee as a whole hereunder.

19. Remuneration of Committee Representatives

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

SCHEDULE "D"

EMERGENCY SERVICES COMMITTEE – REVIEW OF OPERATION AND MANAGEMENT OF EMERGENCY SERVICES

1. Emergency Services Committee

The Emergency Services Committee consists of:

- (a) the Chief Administrative Officers and the Fire Chiefs of each of the Towns; and
- (b) in the case of Willow Creek, the Chief Administrative Officer, together with the Fire Chief for the Granum Fire Department and the Willow Creek Director of Emergency Services;

for the purposes of reviewing the operation and management of the Emergency Services. Subject always to the designation of alternate members of the Emergency Services Committee by the respective Parties under Section 4 of this Schedule, the deputy chief or other designate of each of the Fire Chiefs as well as a designate of each of the Chief Administrative Officers may, at the request of the respective Fire Chief or Chief Administrative Officer, act in that person's stead for the purposes of the activities and operations under this Schedule where the corresponding Fire Chief or Chief Administrative Officer is unavailable.

2. Review of Emergency Services.

The Emergency Services Committee is authorized and directed by the Parties to meet on a bi-annual basis for the purposes of carrying out the periodic review of the ongoing planning, operation and management of the Emergency Services, and specifically for the purposes of:

- (a) receiving and reviewing the report(s) and recommendation(s) of the Fire Chiefs Committee;
- (b) ensuring that the Fire Chiefs Committee is operating in a functional, productive and collaborative manner, and carrying out its responsibilities as contemplated within this Agreement;
- (c) receiving, reviewing and attempting to resolve any dispute arising within the Fire Chiefs Committee;
- (d) receiving and reviewing capital and/or operational requirements from the Fire Chiefs Committee, and resulting budget requirements for Emergency Services;
- (e) receiving, reviewing and coordinating budgets of the Parties to the extent affecting the intermunicipal delivery of the Emergency Services;
- (f) contemplating any changes to:
 - (i) amend or expand the description of Emergency Services;
 - (ii) amend or expand the description of the Service Levels/Standards;
 - (iii) amend or expand the description of Emergency Services Programs & Training;
 - (iv) amend or expand the Budget Parameters;
 - (v) the rates and billing practices for Mutual Aid Services; and
 - (vi) the manner in which costs for Emergency Services are billed by the Parties to the owners or parties causing the emergency, and how such costs are collected and accounted for;

as well as any other matter, issue or thing impacting the Parties, the Emergency Services Departments, and the Emergency Services;

- (g) ensuring that budgets for the respective Emergency Services Departments and the Emergency Services are in alignment with the Budget Parameters, and are adequate to provide for the Service Levels/Standards in the manner contemplated within Section 4.1 of this Agreement;
- (h) ensuring that operations of the respective Emergency Services Departments and the Emergency Services are within the respective operating budgets; and
- (i) making recommendations to the Parties respecting:
 - (i) giving specific direction to the Fire Chiefs Committee not otherwise contemplated within this Agreement;
 - (ii) budgets for the respective Emergency Services Departments and the Emergency Services; and
 - (iii) changes to this Agreement.

3. Emergency Services Committee and Chair of the Emergency Services Committee

Unless otherwise unanimously agreed to by the Parties:

- (a) the Chair of the Emergency Services Committee shall rotate on an annual basis between each of the Parties;
- (b) the Chair for the first year will be the Chief Administrative Officer of the Town of Claresholm; and
- (c) thereafter the Chair shall rotate through the representatives of the Parties in an order agreed upon by the Emergency Services Committee.

4. Representatives

Notwithstanding the use of deputy chiefs or other designates by the Fire Chiefs or the Chief Administrative Officers as contemplated within Section 1 of this Schedule, each Party may appoint alternate representatives to act on the Emergency Services Committee in substitution for the corresponding Party's appointed representative(s) in the event that the corresponding Party's appointed representative(s) on the Emergency Services Committee is/are not available. Each of the Parties may also at any time and from time to time by written notice replace its appointed representative(s) on the Emergency Services Committee, or any alternate(s), and any representative or alternate(s) so replaced shall cease to be an Emergency Services Committee member or alternate upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual(s) so appointed as a new Emergency Services Committee member(s) and/or alternate(s), and the Emergency Services Committee member(s) and/or alternate(s) who has/have been replaced.

5. Vacancies

A vacancy in the 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 Emergency Services Committee, the remaining representatives may continue to exercise the powers of the Emergency Services Committee in accordance with the terms of this Agreement.

6. Quorum of Emergency Services Committee

Quorum of the Emergency Services Committee shall be satisfied where Seven (7) members of the Emergency Services Committee (including the authorized designates pursuant to Section 1 of this Schedule, and any alternates appointed pursuant to Section 4 of this Schedule, in place of any of the Fire Chiefs or Chief Administrative Officers who are not available) are present, and provided always that:

- (a) each of the Parties is represented; and
- (b) a minimum of Three (3) Chief Administrative Officers (or designates or alternates) are present.

7. Decision Making

The Emergency Services Committee will make decisions and provide direction to the Fire Chiefs Committee by way of consensus, and evidence of a majority approval by all members of the Committee present at the Emergency Services Committee Meeting as and when circumstance may require.

8. Referral to Dispute Resolution

If at any meeting of the 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 Emergency Services Committee, 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.

9. Emergency Services Committee Meetings

The Emergency Services Committee shall meet at least **Two (2) times a year**, or more as the Emergency Services Committee determines.

10. Notice of Meetings

Notice of the time and place of every meeting shall be given by the Chair with **not less than Thirty (30) days notice**.

11. Calling Meetings

Subject always to the requirements of the delivery of notice as contemplated above, the Chair shall call meetings of the Emergency Services Committee:

- (a) as and when directed by the Emergency Services Committee, in the form of meeting schedule approved by the Emergency Services Committee or otherwise as directed from time to time; and
- (b) upon receipt of a request in writing received from a Chief Administrative Officer for any of the Parties (together with detail respecting the reasons for the requested meeting as the Chair may reasonably require), and following consultation with:
 - (i) the requesting Chief Administrative Officer as to urgency of the requested meeting and the potential sufficiency of the next scheduled meeting of the Emergency Services Committee; and
 - (ii) the next host Party's Chief Administrative Officer regarding the availability of facilities for the requested meeting.

It is understood and agreed that, save and except for Emergency Services Committee meetings which are scheduled in advance by the Emergency Services Committee, the Chair and next host Party's Chief Administrative Officer will only be responsible for using their reasonable best efforts to arrange for and call a meeting upon the request of the Emergency Services Committee or upon the request of a Chief Administrative Officer. Notwithstanding the foregoing, nothing shall prevent the Parties and/or members of the Emergency Services Committee from having informal meetings and/or discussion at any time on an as needed basis in between formal meetings of the Emergency Services Committee, in order to address any matter contemplated within this Agreement including, without restriction, the subject matter(s) of any notice from a Chief Administrative Officer requesting a meeting of the Emergency Services Committee.

12. Attendance at Meetings

The Emergency Services Committee, but not an individual 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 Emergency Services Committee and/or make submissions to the Emergency Services Committee with respect to any matter or question being considered by it.

13. Location, Host Party and Costs of Meetings

Unless otherwise unanimously agreed to by the Parties:

- (a) the location of meetings of the Emergency Services Committee shall rotate on a meeting by meeting basis between each of the Parties in an order established by the Emergency Services Committee;
- (b) the municipality within which the meeting of the Emergency Services Committee occurs will be the host Party, responsible for arranging the venue and other facilities required in order to carry out the meeting;
- (c) the Chief Administrative Officer of the host Party will coordinate the meeting dates, creation and circulation of materials, and facility requirements with the Chair of the Emergency Services Committee;
- (d) the costs of hosting a meeting of the Emergency Services committee will be the responsibility of each host Party; and
- (e) the location and host Party for the first meeting of the Emergency Services Committee will be the Town of Claresholm.

14. Records

The Emergency Services Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the 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 Emergency Services Committee. Each Emergency Services Committee member shall be entitled to reasonable access to all files and records of the 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 Emergency Services Committee will be retained at the offices of the Emergency Services Coordinator.

15. Limitation of Liability

No Emergency Services Committee member shall be liable for the acts, neglect or default of such Emergency Services Committee member, any other Emergency Services Committee member, and/or the Emergency Services Committee as a whole, provided that such 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 Emergency Services Committee member and the Emergency Services Committee as a whole hereunder.

16. Remuneration of Committee Representatives

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

SCHEDULE "E"

EMERGENCY SERVICES BUDGET PARAMETERS & PROCESS

Each of the Parties will budget for the provision of Emergency Services in the following manner:

1. **Emergency Services Personnel** – for cost and budgeting certainty, unless otherwise approved by the Parties, the Parties will limit their budgeting and hiring to the following personnel:

MUNICIPALITY	EMERGENCY SERVICES PERSONNEL	JUNIOR FIREFIGHTER**
Fort Macleod	Up to 26 (including Chief)	Up to 2
Claresholm	Up to 26 (including Chief)	Up to 2
Nanton	Up to 25 (including Chief)	Up to 2
Stavely	Up to 20 (including Chief)	Up to 2
Willow Creek (Granum)	Up to 20 (including Chief)	Up to 2

2. **Pay Structure** – effective January 1, 2025, pay structure for Emergency Services personnel is as follows:

MUNICIPALITY	PAY
Claresholm****	
<ul style="list-style-type: none"> • Fire Chief • Deputy Chief • Captain • Lieutenant • Firefighter 	N/A (full time position) \$23.96/hour \$21.58/hour \$21.53/hour \$20.23/hour
Firefighter Pay Rates	Pay
<ul style="list-style-type: none"> • Fire Chief • Deputy Chief • Captain • Lieutenant • Firefighter 	\$28.29/hour \$26.43/hour \$25.00/hour \$24.81/hour \$23.41/hour
On-Call Pay***	\$45.00/member/day
Willow Creek Honorarium	
<ul style="list-style-type: none"> • Station Chief 	\$1,250.00/year
A minimum 1 hour call out is to be paid to firefighters who respond to hall for calls that are stood down as documented in sign sheets and on RMS. **Junior Firefighter members will not receive monetary compensation for attending meetings or training. ***Reference On-Call O.G. for further details. ****Town of Claresholm will be phasing in annual increases to harmonize with the Firefighter Pay Rates by 2028.	

A two percent (2%) annual increase will be applied to the Firefighter Pay Rates for the duration of the agreement.

In this regard:

- (a) **Municipal Discretion** – the pay structure within each Emergency Services Department remains the sole decision of the respective Party budgeting for that Emergency Services Department;
- (b) **Parity/Harmonization** – the Parties acknowledge the intention over time to seek to implement parity and harmonization in pay structure, which will be reviewed and considered by the Fire Chiefs Committee and the Emergency Services Committee as part of the ongoing and annual budgeting processes for the Emergency Services Departments and subject to agreement of the Parties; and

- (c) **Notice of Change** – because Willow Creek pays the costs of Emergency Services personnel of the Towns when responding to an Emergency within Willow Creek, and pays a proportionate share of each Town's Emergency Services Department budget, each party will provide advance notice to the Fire Chiefs Committee and the Emergency Services Committee of proposed changes to their respective pay structures for Emergency Services personnel;
- 3. **Willow Creek Contribution to Emergency Services Departments** – without restricting the forgoing, Willow Creek will budget for its share of portions of each of the Town's Emergency Services budgets as set out in Schedule "F";
- 4. **Emergency Services Equipment** – without restricting the forgoing:
 - (a) Willow Creek will budget for the maintenance, operation, use and replacement of Willow Creek owned Emergency Services Equipment as set out within the inventory of Emergency Services Equipment within the RMS, as amended and replaced from time to time (including long range planning and budgeting for capital repair and replacements, on a Five (5) year budget and planning horizon), as set out in Schedule "F";
 - (b) each Town will budget for the maintenance, operation, use and replacement of each Town's owned Emergency Services Equipment as set out within the inventory of Emergency Services Equipment identified within the RMS, as amended and replaced from time to time (including long range planning and budgeting for capital repair and replacements, on a Five (5) year budget and planning horizon), as set out in Schedule "F";

in accordance with each respective Party's own purchasing policies, save and except for where otherwise agreed to under this Agreement;

- 5. **Service Levels** – without restricting the forgoing, as contemplated within Section 4.1 of this Agreement, the Parties will budget for its respective Emergency Services Department in such a manner so as to fund:
 - (a) **Emergency Services Training Costs** – each Party's proportionate share, as set out in Schedule "F", of costs of training programs contemplated within the Emergency Services Programs & Training in Schedule "B";
 - (b) **Emergency Services Program Costs** – the programs related to Emergency Services agreed upon as contemplated within the Emergency Services Programs & Training in Schedule "B"; and
 - (c) **Service Levels/Standards** – provide for the equipment and resources needed to achieve and maintain the Service Levels/Standards (or, if currently unable to meet the Service Levels/Standards, strive to meet the Service Levels/Standards within a reasonable period of time);
- 6. **Emergency Services Department Budget Input** – in order to assist each other with the preparation of Emergency Services Department budget under this Agreement, the Towns will each prepare and provide annual operating budget for each respective Emergency Services Department including, without restriction, providing for the following:
 - (a) consumables;
 - (b) personal protective equipment;
 - (c) training and instruction;
 - (d) capital acquisitions and replacements; and
 - (e) salaries and wages.

providing for a One (1) year (current year) budget and a Three (3) year operating and financial plan on a rolling horizon basis, and a Five (5) year capital plan on a rolling horizon basis. The Parties will provide the

estimated operating budget to the Fire Chiefs Committee and the Emergency Services Committee by January 31, of each year; and

7. **Capital vs Operating Expense** – for clarity, unless otherwise agreed to by the Parties (pursuant to a common tangible capital asset policy, or otherwise, forming additional or amended Budget Parameters):
 - (a) reference to:
 - (i) “capital” within this Schedule and this Agreement, in the context of cost, acquisitions, budget or otherwise, shall mean “tangible capital assets”;
 - (ii) expenditures on repairs to or maintenance of tangible capital assets (including Emergency Services Equipment, and fire halls), shall be accounted for as operating expenses, unless the repair, maintenance and/or corresponding expenditure constitutes a “betterment”;

in each case as those terms or concepts are defined, clarified or contemplated within the handbook of the Public Sector Accounting Board;
 - (b) notwithstanding subsection (a) above, capital asset expenditures shall be in accordance with each municipalities Tangible Capital Asset policies; and
 - (c) notwithstanding subsection (b) above, capital asset expenditures by Towns for Emergency Services Equipment not required for responding to Emergencies within Willow Creek will not form part of operating expense or budget shared by Willow Creek.
8. **Budget Approvals** – the budget for each Emergency Services Department will at all times remain subject to the approval of the corresponding municipal council, in its sole discretion. For clarity, the Willow Creek commitment to pay the proportionate share of each Town’s Emergency Services Department budget contained within **Schedule “F”** is limited to budgets that comply with the Budget Parameters provided above and as amended from time to time by the Parties, unless otherwise agreed to by Willow Creek;
9. **Books of Account, Information** – each Party will at all times maintain at its respective offices, reasonable books of account and records with respect to the Emergency Services costs and budgeting. Each Party may at reasonable times, upon reasonable notice, and at reasonable intervals, request and obtain information with respect to the Emergency Services and review the books and records maintained by the Parties pursuant to this Agreement and relating to the Emergency Services; and
10. **Referral to Dispute Resolution** – if the Parties at any time cannot agree upon any matter respecting budgets for Emergency Services that contemplates agreement of the Parties, 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.

SCHEDULE "F"

EMERGENCY SERVICES COST SHARE & PAYMENT

1. Specific Emergency Services Department Costs

Subject to the budgeting of the Emergency Services Departments in accordance with the Budget Parameters, Willow Creek will be responsible for the following shares of costs with these cost shares and payments to be reviewed at a minimum 5 year intervals:

EMERGENCY SERVICES COSTS	COST SHARE	MAXIMUM
Claresholm Fire Hall Costs	50% of annual operating costs (excluding capital costs and capital budget, in accordance with the Budget Parameters) incurred by the respective Town in operating, maintaining, insuring the Town fire hall buildings, in accordance with the Budget Parameters.	To a maximum of \$12,000.00, annually.
Fort Macleod Fire Hall Costs	50% of annual operating costs (excluding capital costs and capital budget, in accordance with the Budget Parameters) incurred by the respective Town in operating, maintaining, insuring the Town fire hall buildings, in accordance with the Budget Parameters.	To a maximum of \$12,000.00, annually
Nanton Fire Hall Costs	50% of annual operating costs (excluding capital costs and capital budget, in accordance with the Budget Parameters) incurred by the respective Town in operating, maintaining, insuring the Town fire hall buildings, in accordance with the Budget Parameters.	To a maximum of \$12,000.00, annually
Stavely Fire Hall Costs	Willow Creek 2/3, and Stavely 1/3 of: <ul style="list-style-type: none"> annual operating costs (excluding capital costs and capital budget, in accordance with the Budget Parameters) incurred by the respective Town in operating, maintaining, insuring the Town fire hall buildings, in accordance with the Budget Parameters. capital costs and capital budget, proportionate to Willow Creek ownership interest in the fire hall. 	
Fill Station	MD owned - 100% replacement costs. 50% of repairs and maintenance.	
Personal Protective Equipment ("PPE")	50% of repairs, maintenance and replacement of PPE consisting of bunker gear, boots, gloves and masks (for clarity, excludes Breathing Apparatus). 100% of repairs, maintenance and replacement of Wildland coveralls and gloves.	MD may purchase up to two sets of bunker gear annually per station as required and as approved by the Director of Emergency Services.

Station Gear	50% of costs for purchase of boots, pants, shirt and belt. Replacement lifecycle every 3 to 5 years. Replacement gear and new hire purchases are at the discretion of the Station Chief. Spec for sizing to be maintained at Willow Creek office.	\$400.00 per member
Breathing Apparatus ("BA")	50% of repairs, maintenance and replacement masks forming part of BA, and excluding remainder of BA (harness, bottles, etc.) which form part of each Party's inventory of Emergency Services Equipment and corresponding responsibility.	
Radios and Pagers	50% of Radios and Pagers replacement and maintenance, excepting radios mounted in apparatus which are 100% to the municipality owning the apparatus.	
Fit-Testing	MD owned - 100% of repairs and replacement. Fit testing must be completed annually by trained personnel.	
Command Trucks	Ownership dictates replacement costs at 100%. MD will contribute towards annual operating costs.	\$3,000.00 per Town per year for use of town-owned Command Trucks within the MD.
Tools and Sundry Equipment inventory on Trucks	All tools and sundry equipment form part of each party's inventory for each apparatus and indicate ownership and responsibility for maintenance and replacement.	

in each case on a cost recovery basis only (i.e. unless otherwise agreed to, third party costs, and actual reasonable internal costs only, with no overhead, mark-up or margin). Unless otherwise arranged or agreed to, payment of the shares of the above-noted costs to the respective Party (i.e. to the Towns or, in the event of initial/direct purchase by Willow Creek, to Willow Creek), will occur upon invoicing by the respective Party or as otherwise coordinated by the Emergency Services Coordinator.

2. Emergency Services Personnel Training Costs

Subject to the budgeting of the Emergency Services Departments in accordance with the Budget Parameters, Parties will be responsible for the following shares of training costs:

Course	Town	Town	MD	MD	Comments
	50%	100%	50%	100%	
NFPA 1006 Rescue Courses	X		X		Awareness or ops in consultation and approval of MDWC for cost sharing
NFPA 1001 - Level 1 - 472 Awareness				X	\$1000 once completed + Exam Costs
NFPA 1001 - Level 2 - 472 Ops				X	
Station Training Nights	X		X		MDWC to compensate Up to 2 training nights and one truck check night per month – max 2 hours for each night to a maximum of six hours per month. Additional Training at each

					community's discretion and cost
Entry Level Training					At firefighters own cost
NFPA 1021 level 1 - Fire Officer Course				X	WC to pay for course instruction and materials
NFPA 1051 - Forestry Firefighting Course				X	WC to pay for course instruction and materials
S 100 G - Grassland firefighting course				X	Training nights
NFPA 1002 - Pump Course				X	WC to pay for course instruction and materials
Basic Safety Codes Officer		X			
NFPA 1031					Each Municipality pays own costs for all training and recertification
NFPA 1033					Each Municipality pays own costs for all training and recertification
NFPA 1041 Level 1	X		X		Two Officers per Station within Training budget
Urban and Wildland Search and Rescue				X	In house training within annual budget parameters
NFPA 1521 – Fire Department Health and Safety Officer	X		X		To a maximum of one per Station for cost share within training budget
Grain Rescue Course				X	
ATV Course				X	Only for Stations with ATV's within existing training budget
PWC COURSE (JET SKI)				X	Only for Stations with PWC within existing training budget
PWC COURSE (BOAT)				X	Only for Stations with PWC within existing training budget
Car Seat Technician		X		X	Towns and MDWC to certify own technicians at own cost
Public Relations	X		X		AEMA PIO Course – 2 per Station max.
Incident Command System				X	Level 100 as part of Level 1 - 1001 , Level 200 within training budget. Additional levels at each municipality sole cost.
Critical Incident Stress Management (CISM)	X		X		2 Per Station within Training Budget
Farm Extrication				X	Within training budget
Di-hydrogen sulfide training	X		X		Within training budget as part of 1001 course in 472 ops requirement
'Q' Airbrake endorsement	X		X		Within training budget

First Aid – CPR (HCP)	X		X		MDWC will teach – 50%/50% cost share for supplies
Swift/still Water Rescue courses				X	100% WC Within training budget
EMR	X		X		Dues and Training Within training budget
PCP	X		X		Dues only (training at cost of member) Within training budget
ICE Rescue Course				X	Within training budget
Livestock Emergency Handling Course				X	Within training budget
Class 3 Drivers License				X	
Class 4 Drivers License	X		X		
Drivers License - Annual Medical	X		X		
Fire Conference					All combined training cost and certifications within annual training budget.
Individual S-Series courses				X	WC to train and to pay for course material
Traffic control course					Training nights

in each case on a cost recovery basis only (i.e. unless otherwise agreed to, third party costs, and actual reasonable internal costs only, with no overhead, mark-up or margin), unless such other proportion is mutually agreed upon by Willow Creek and each of the Towns. Unless otherwise agreed to, payment of Parties' shares of training costs will occur upon invoicing by the Emergency Services Coordinator.

For clarity, the Parties acknowledge and agree that Emergency Services Programs & Training contemplated above are required in order to meet the Service Levels/Standards, are mandatory for participation, and as a result the identified cost share is an annual obligation of each of the Parties.

3. Participation in Other or Future Emergency Services Programs & Training

Subject always to the share of training costs contemplated above, the Parties acknowledge and agree that:

- (a) participation in all or any of the future Emergency Services Programs & Training which are required in order to meet the Service Levels/Standards is mandatory;
- (b) participation in all or any of the future Emergency Services Programs & Training which are not required in order to meet the Service Levels/Standards is voluntary, at the discretion of each of the Parties, and subject to agreement of the respective Party;
- (c) determination of participation in non-mandatory future Emergency Services Programs & Training will be made by each Party, following consultations of and receipt of recommendations from the Fire Chiefs Committee and the Emergency Services Committee regarding any other Emergency Services Programs & Training, or future Emergency Services Programs & Training;
- (d) each Parties' share of costs of participation in any other Emergency Services Programs & Training, or future Emergency Services Programs & Training, will be agreed upon by the Parties; and
- (e) inclusion of a budgeted amount within any Emergency Services Department budget regarding any other Emergency Services Programs & Training, or future Emergency Services Programs & Training, will constitute agreement as to the budgeted amount.

4. Town Emergency Services Equipment

Subject always to the specific cost shares provided within Section 1 of this Schedule, each Town will be responsible for 100% of the costs associated with each Town's owned Emergency Services Equipment as set out within the inventory of Emergency Services Equipment captured in the Records Management System, as amended and replaced from time to time, as follows:

- (a) **Repair and Maintenance** – the on-going maintenance, repair and operation of the Town's Emergency Services Equipment;
- (b) **Inspection and Certification** – the on-going inspection and certification of the Town's Emergency Services Equipment;
- (c) **Insurance** – the property insurance for the Town's Emergency Services Equipment;
- (d) **Consumables** – the provision of all fuel requirements, foam and other consumables for the vehicles and apparatus forming part of the Town's Emergency Services Equipment; and
- (e) **Capital Repairs and Replacements** – the on-going planning and funding for capital repairs to and replacements of the Town's Emergency Services Equipment.

Unless otherwise agreed to or arranged between Willow Creek and/or other Towns, the above-noted Town Emergency Services Equipment costs will be incurred and paid directly by each respective Town.

5. Willow Creek Emergency Services Equipment

Subject always to the specific cost shares provided within Section 1 of this Schedule, Willow Creek will be responsible for 100% of the costs associated with the Willow Creek Emergency Services Equipment as follows:

- (a) **Repair and Maintenance** – the on-going maintenance, repair and operation of the Willow Creek Emergency Services Equipment (excluding damage caused by willful act or negligence of Town Emergency Services personnel while responding to an Emergency within the respective Town);
- (b) **Inspection and Certification** – the on-going inspection and certification of the Willow Creek Emergency Services Equipment;
- (c) **Insurance** – the property insurance for the Willow Creek Emergency Services Equipment;
- (d) **Consumables** – the provision of all fuel requirements, foam and other consumables for the vehicles and apparatus forming part of the Willow Creek Emergency Services Equipment; and
- (e) **Capital Repairs and Replacements** – the on-going planning and funding for capital repairs to and replacements of the Willow Creek Emergency Services Equipment.

Unless otherwise agreed to or arranged between Willow Creek and each respective Town, the above-noted Willow Creek Emergency Services Equipment costs will be incurred and paid directly by Willow Creek.

6. Health Insurance Benefit

Willow Creek will be responsible for providing coverage for all active members of the Towns' Emergency Services Departments and their families with Class C insurance as provided for by VFIS and pay for same. Unless otherwise agreed to or arranged between Willow Creek and each respective Town:

- (a) Willow Creek will endeavor to obtain the best coverage at the most economical rates, in consultation with the Emergency Services Committee;

- (b) the insurance costs will be established in recurring terms of 6 months each, based upon the number of personnel covered; and
- (c) 50% of the above-noted insurance costs will be invoiced to and paid by each Town to Willow Creek.

7. Payroll and Workers' Compensation

Where Willow Creek is providing collateral payroll services to a Town for Emergency Services personnel:

- (a) Willow Creek will be responsible for providing Workers Compensation Board ("WCB") coverage for all Town Emergency Services personnel on the payroll;
- (b) Willow Creek will invoice the corresponding Town for the applicable portion of WCB coverage cost, together with payroll responsibilities of the Town; and
- (c) the Town will pay the above-noted WCB and payroll costs as invoiced.

8. Personnel Rates for Emergency Services Delivered Intermunicipally

Willow Creek will be responsible for 100% of the payroll cost of Town Emergency Services personnel when responding to Emergencies within the applicable portion(s) of Willow Creek identified within the Response Map, as contemplated within Section 1 of **Schedule "B"** attached to this Agreement. In this regard:

- (a) unless and until the Budget Parameters are amended by the Parties, the personnel rates payable by Willow Creek shall be those Willow Creek rates set out in Section 2 of **Schedule "E"** attached to this Agreement; and
- (b) Willow Creek will make payment of personnel costs as part of and concurrently with payroll services contemplated under Section 7 of this Schedule, or otherwise upon invoicing by the corresponding Town if Willow Creek is not providing the payroll services.

9. Personnel and Equipment Rates for Mutual Aid Services

Unless otherwise arranged or agreed to by the Parties with respect to rates and billing practices for Mutual Aid Services, each Party requesting Mutual Aid Services will be responsible for:

- (a) 100% of the payroll cost of the responding Party's Emergency Services personnel at the rates set out in Section 2 of **Schedule "E"** attached to this Agreement; and
- (b) 100% of the consumables (if any, and if applicable) used by the responding Party in responding to the requested Mutual Aid Services;

as contemplated within Section 2 of **Schedule "B"** attached to this Agreement, which costs shall be payable upon invoicing by the responding Party.

10. Billing and Cost Recovery

The Parties acknowledge the intention over time to seek to design and implement a consistent approach to:

- (a) billing of costs of providing Emergency Services to the property owners and/or the persons responsible for causing the requirement for the Emergency Services;
- (b) recovery of those costs;
- (c) accounting for those recoveries within the corresponding Emergency Services Department budget; and,
- (d) reconciling those recoveries with proportionate share of Emergency Services costs contemplated within this Schedule;

which will be reviewed and considered by the Fire Chiefs Committee and the Emergency Services Committee as part of the ongoing and annual operating and review processes for the Emergency Services Departments and subject to agreement of the Parties.

11. Referral to Dispute Resolution

If the Parties at any time cannot agree upon any matter respecting cost shares for Emergency Services that contemplates agreement of the Parties (including, without restriction, any disputed invoice amount, or costs of other or future Emergency Services Programs & Training), 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.

SCHEDULE "G"

INSURANCE, INDEMNITY & DEFAULT

1. Insurance

Throughout the Term of this Agreement:

- (a) the owner of each piece of Emergency Services Equipment and apparatus used in providing Emergency Services contemplated within this Agreement will maintain at its own cost:
 - (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 for the Emergency Services equipment and apparatus on a replacement costs basis, or such other basis as the Parties may reasonably agree to from time to time;
- (b) each Party will maintain at its own cost:
 - (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 from time to time, covering the use and operation of their respective Emergency Services Departments; and
 - (ii) worker's compensation coverage in respect of each and every employee engaged in the operation of the respective Party's Emergency Services 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 Emergency Services Committee from time to time. If the Parties at any time cannot agree upon any matter respecting insurance coverage that contemplates agreement of the Parties (including, without restriction, the basis for setting limits of insurance), 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.

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 will indemnify and save harmless the other Parties and their councillors, 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 councillors, officers, employees, agents, licensees, contractors or any other person for whom that Party is legally responsible;

- (c) any damage to or destruction of any of the Willow Creek Emergency Services Equipment resulting from the negligence of the indemnifying Party, its councillors, 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 councillors, 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;
- (c) 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 at Alberta Treasury Branch's prime commercial lending rate plus 2% ("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.

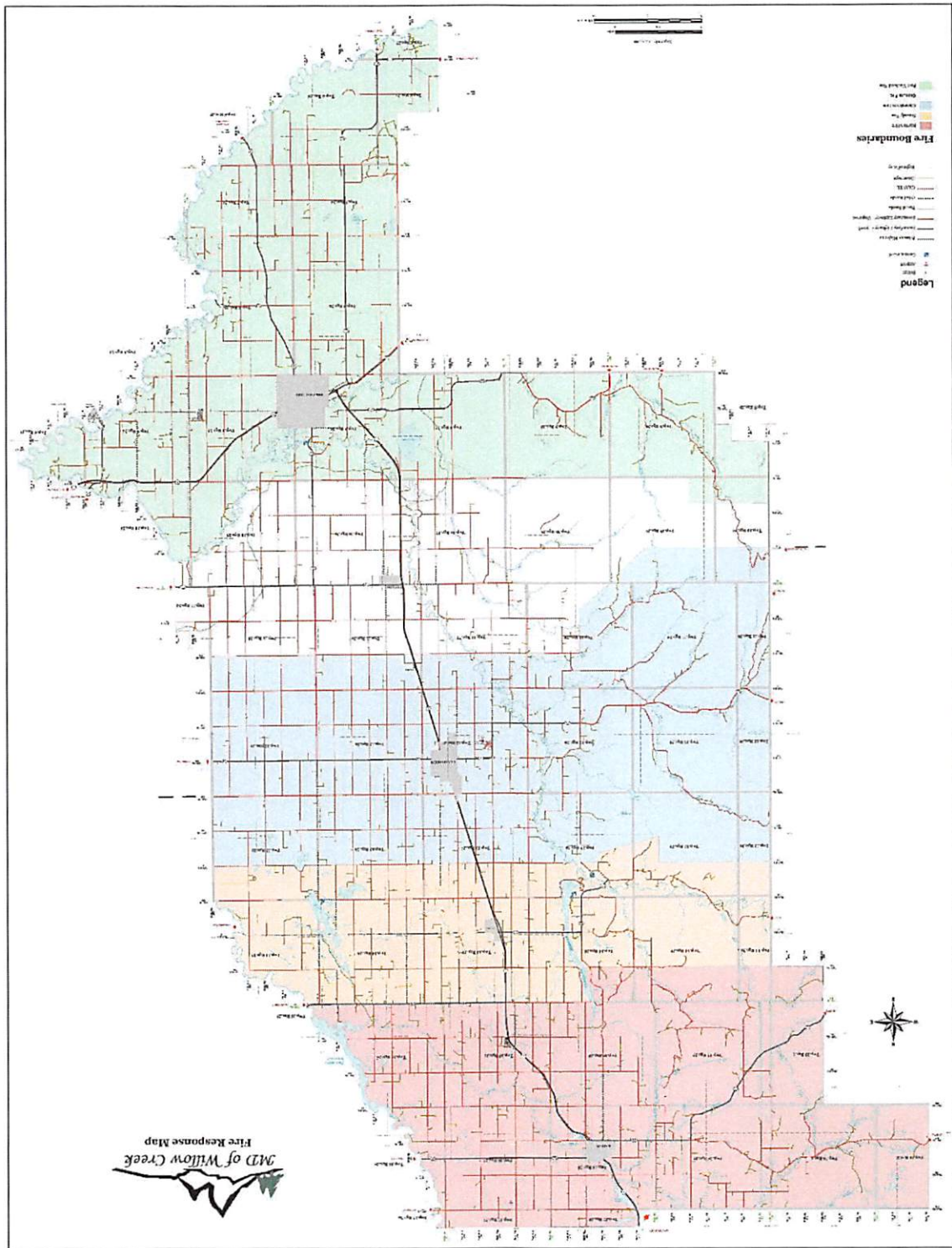
10. Remedies Cumulative

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. Notwithstanding the foregoing, the relief provided 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.

The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of Permitted Work, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "force majeure" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.



SCHEDULE "H"
RESPONSE MAP MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

