

This Agreement made this 5 day of April 2023.

Between:

Town of Rocky Mountain House

In the Province of Alberta (hereinafter referred to as the "Town")

-and-

Clearwater County

In the Province of Alberta (hereinafter referred to as the "County")

RCMP CLERKS COST SHARE AGREEMENT

WHEREAS the Town is responsible for providing police services in accordance with Section 4 (5) of the *Police Act*.

WHEREAS the Town has a *Municipal Police Service Agreement* with the Government of Canada for policing, signed April 1, 2012.

WHEREAS the County contributes annually to the Province of Alberta for policing in accordance with the *Police Funding Regulation*, based on cost formula that includes equalized assessment of all municipalities not required to have a police force.

WHEREAS the Town and County recognizes that it is more efficient and a benefit for the policing services in the region, provided by the Royal Canadian Mounted Police (RCMP), if RCMP's Town municipal officers can respond to service calls in to the County calls versus being totally devoted to working with the Town boundaries. Likewise, this practice allows provincial RCMP paid for in part by the County to respond within the Town.

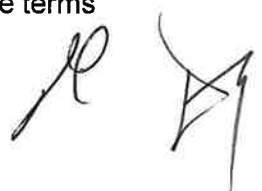
WHEREAS the County and the Town recognize the importance of RCMP clerks for the RCMP to perform their policing duties. The Town and the County agree to equally pay for municipal RCMP clerks at the Rocky Mountain House detachment.

AND WHEREAS the Town and County agree that if additional municipal clerks are requested by the RCMP, they shall only be added with mutual consent of the Town and County.

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

PART I - DEFINITIONS

1. In this Agreement, the following words will have the described meaning unless expressly stated otherwise:
 - (a) "Agreement" means this RCMP Clerks Cost Share Agreement including the preamble, all attached Schedules and all documents produced or delivered according to the terms of this Agreement;



- (b) "Committee" means the Intermunicipal Collaboration Committee as established in the Intermunicipal Collaboration Framework;
- (c) "County Chief Administrative Officer" means the individual appointed by County Council as the Chief Administrative Officer for the County or his delegate.
- (d) "County Council" means the Council of Clearwater County;
- (e) "County" means the municipal corporation of Clearwater County;
- (f) "Intermunicipal Collaboration Framework" means the Rocky Mountain House – Clearwater County Intermunicipal Collaboration Framework dated April 2021 as amended from time to time;
- (g) "MPSA" means the Municipal Police Service Agreement between the Town and the Government of Canada dated April 1, 2012;
- (h) "Party" means the Town or the County;
- (i) "RCMP Clerks" means five (5) employees of the Town of Rocky Mountain House, that work within the RCMP detachment to perform administrative duties;
- (j) "Town" means the municipal corporation of the Town of Rocky Mountain House;
- (k) "Town Chief Administrative Officer" means the individual appointed by Town Council as the Chief Administrative Officer for the Town or his delegate; and
- (l) "Town Council" means the Council of the Town of Rocky Mountain House.

PART II - REPRESENTATIONS

2. The Town represents and warrants with and to the County and acknowledges that the County is relying on such representations and warranties as follows:
 - (a) the Town has sufficient skills, knowledge, expertise and resources, including qualified and competent personnel, and further that all necessary agreements and other arrangements are in place, as the case may be, to perform and otherwise adhere to all of its other obligations under this Agreement.

The above representations and warranties made by the Town shall continue in full force and effect for the benefit of the County and, without further action or notice, be deemed to be true, complete and correct as at date of entering this Agreement.

3. The County represents and warrants with and to the Town and acknowledges that the Town is relying on such representations and warranties as follows:
 - (a) the County has sufficient skills, knowledge, expertise and resources, including qualified and competent personnel, and further that all necessary agreements and other



arrangements are in, as the case may be, to perform and otherwise adhere to all of its other obligations under this Agreement.

The above representations and warranties made by the County shall continue in full force and effect for the benefit of the Town and, without further action or notice, be deemed to be true, complete and correct as at date of entering this Agreement.

PART III - EFFECTIVE DATE, TERM, RENEWAL, TERMINATION

4. Effective Date and Term

- (a) This Agreement is effective January 1, 2023.
- (b) The term of this Agreement is for five (5) years, commencing January 1, 2023 and ending December 31, 2027.

5. Renewal and Termination

- (a) The Parties may agree to renew this Agreement at the conclusion of the term on terms and conditions as negotiated by the Parties.

6. Either Party may terminate this agreement by providing one year's notice in writing to the other Party.

PART IV - COUNTY AND TOWN OBLIGATIONS

7. Town Obligations

The Town is the employer of the RCMP Clerks during the term of this Agreement and the Town shall:

- (a) Hire and employ the RCMP Clerks in accordance with the MSPA, and in accordance with the requirements and qualifications established by the RCMP;
- (b) prepare and approve an annual operating budget related to the RCMP Clerks;
- (c) pay for the costs of employing RCMP Clerks, including salaries, benefits, insurance and other entitlements in accordance with Town's policies;
 - a. collect, remit and pay all source deductions, Canada Pension Plan contributions, Unemployment Insurance premiums, taxes and GST and all other required payments, contributions or deductions under all applicable laws and authorities including, but not limited to, any assessments levied pursuant to the Workers' Compensation Act (Alberta) for any Town employees; and
- (d) at all times comply with all legislation;

8. Town Reporting Obligations

In addition to the obligations in article 7, the Town shall:



- (a) no later than November 1, provide to the Committee for its recommendation of the proposed employment costs related to RCMP Clerks, in order to relay to their respective Councils;
- (b) Advise the Committee of any RCMP requests for additional RCMP Clerks or consideration of reducing the compliment of RCMP Clerks. Such requests shall be considered by County Council and Town Council. If a change is approved, this Agreement shall be amended by an amending agreement signed by both Parties.
- (c) Provide information related to the RCMP Clerks agreement, as may be reasonably requested by the County.

9. Funding Obligations

- (a) The Parties are committed to provide the employment costs under this Agreement for five (5) full time equivalent RCMP Clerks or as this Agreement is amended. The employment costs are the salary, overtime, benefits and required training of the RCMP Clerks.
- (b) The Town shall invoice the County on a quarterly basis, for their 50% share of the RCMP Clerks.
- (c) All employment cost expenditures shall be made in accordance with the approved operating budgets. Any expenditure that exceeds 3% of the approved budget requires the approval of the County Council and the Town Council.

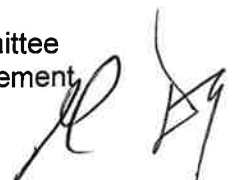
10. County Obligations

- (a) The County acknowledges that the RCMP Clerks are employees of the Town.
- (b) County Council shall consider the employment costs for RCMP Clerks each year and if in agreement with them, shall approve them.
 - a. The County shall pay the Town Fifty Percent (50%) of the actual cost of employment costs of the five (5) full time equivalent RCMP Clerks, as invoiced quarterly.
- (c) If County Council does not approve a draft employment costs, it shall have the County Chief Administrative Officer meet with the Town Chief Administrative Officer to discuss the concerns.

PART V - INTERMUNICIPAL COLLABORATION COMMITTEE

11. Appointment and Functions of the Committee

- (a) The Town and County agree to establish the Intermunicipal Collaboration Committee with membership as set out in the Intermunicipal Collaboration Framework Agreement, as amended from time to time.



- i. The mandate of the Committee is to:
 1. act in an advisory capacity only;
 2. no less than once per year, forward recommendations to the Town and the County Councils which will include, but not necessarily be limited to:
 - (i) employment costs pertaining to RCMP Clerks, and,
 - (ii) changes to staffing compliment for RCMP Clerks, in consideration that additional staff be on a 50-50 cost share basis between the Parties.
- (b) The Committee shall have the members as prescribed in the Intermunicipal Collaboration Framework Agreement.
- (c) The Town and County shall appoint their members to the Committee by resolution of the Council annually during the Town's and County's Organizational Meeting.
- (d) The County Chief Administrative Officer and the Town Chief Administrative Officer are advisors to Committee. The Chief Administrative Officers are non-voting members of the Committee.
- (e) An Intermunicipal Collaboration Committee meeting may be called at any time by Clearwater Council, Town Council or the Clearwater Chief Administrative Officer and the Town Chief Administrative Officer jointly in accordance with the Intermunicipal Collaboration Framework Agreement.

12. Remuneration

- (a) The Town and the County shall pay remuneration to their Elected Officials for attendance at Committee meetings at the rate set in accordance with the policy of each Council.

13. Committee Operations

- (a) The business of the Committee shall be conducted at meetings of members of the Committee in accordance to the Intermunicipal Collaboration Framework Agreement.

PART VI - INDEMNITY AND INSURANCE

14. Indemnity by the County

- a) The County shall indemnify and hold harmless the Town, its councillors, officers and employees and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the Town or such individuals including costs as between solicitor and client) which may be brought or made against the Town or such individual or which the Town or such individuals may pay or incur as a result of or in connection with any breach, violation or non- performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the County or any negligent act or omission of the County, its agents, officers, servants or employees, its sub-contractors or suppliers, or anyone for whom the County is responsible in law in connection with or arising out of this Agreement or the performance of this Agreement.

Two handwritten signatures in black ink, one appearing to be 'R' and the other 'A', located at the bottom right of the page.

15. Indemnity by the Town

- a) The Town shall indemnify and hold harmless the County, its councillors, officers and employees and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individuals including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Town or any negligent act or omission of the Town, its agents, officers, servants or employees, its sub-contractors or suppliers or anyone for whom the Town is responsible in law in connection with or arising out of this Agreement or the performance of this Agreement.

16. Articles 14 and 15 survive the termination or expiry of this Agreement.

PART VII - DISPUTE RESOLUTION

17. Subject to any other provisions of this Agreement to the contrary, if any dispute or difference between the Parties arises under this Agreement, either Party may initiate the dispute resolution process in accordance to Intermunicipal Collaboration Framework.

18. FORCE MAJEURE

- a) A Party shall not be deemed to be in default in respect of non-performance of its obligations under this Agreement to the extent that such non-performance is due to strikes walkouts, fires, tempests, or Acts of God or of the King's enemies, or any other such causes beyond the Party's control, but lack of finances shall in no event be deemed to be a cause beyond the Party's control.

PART VIII - GENERAL

19. Governing Law

- a) This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

20. Notices

- a) Any notice or other communication that either party wishes to or is required to give to the other may be delivered, mailed by prepaid post or faxed as follows:
- i. To the Town:

Town of Rocky Mountain House
Box 1509
5116 50 Avenue
Rocky Mountain House, Alberta T4T 1B2
Attention: Chief Administrative Officer



ii. To the County

Clearwater County
Box 550
4340 47 Avenue
Rocky Mountain House, Alberta T4T 1A4
Attention: Chief Administrative Officer

or to such other address as each party may from time to time direct in writing.

- b) Any notice delivered or sent is deemed received as follows:
- i. if delivered by hand or by courier, it is deemed received by the other party at the time of delivery to that party or any person who appears authorized to receive such documents at the address identified in article 21;
 - ii. if sent by facsimile, it is deemed to be received by the other party twenty-four (24) hours after the time shown on the facsimile transmission sheet that confirm receipt, unless it is sent on a Saturday, Sunday or legal holiday in Alberta, in which case it is deemed to be received by the other party twenty-four (24) hours after the commencement of the next day that is not a Saturday, Sunday or legal holiday in Alberta; or
 - iii. if sent by registered mail, it is deemed to be received seven (7) days after mailing, subject to the intended recipient demonstrating that it was not, despite diligent efforts of the intended recipient, received within that time, in which case it is effectively delivered on the actual date of receipt.

21. Headings

- a) The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any of its provisions.

22. Relationship between Parties

- a) Nothing contained in this Agreement shall be deemed or construed by the Parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the Parties hereto, it being understood and agreed that none of the provisions contained in this Agreement nor any act of the Parties shall be deemed to create any relationship between the Parties hereto other than an independent service agreement between the two Parties at arm's length.

23. No Authority

- a) Except as may from time to time be expressly stated in writing by the one Party, the other Party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other Party, nor to bind the other Party in any manner whatsoever.

24. Agreement Entire Relationship

- a) This Agreement constitutes the entire agreement between the Parties and the Parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

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25. Further Assurances

- a) Each of the Parties agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

26. Amendments

- a) This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the Parties.

27. Waiver

- a) A waiver by either Party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.

28. Counterparts

- a) This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

29. Statutory Reference

- a) Any reference to legislation in this Agreement includes
 - i. a reference to the legislation as amended or replaced, and
 - ii. a reference to any regulations, bylaws or other binding instruments made under it.

30. Unenforceability

- a) If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

31. Survival

- a) The Parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

32. GST Exclusive

- a) All amounts payable by one Party to the other will be inclusive of any goods and services tax ("GST. The Town's GST number is R108129453 and the County's GST number is R1077472890001.

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33. Singular, Plural and Gender

- a) Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context requires

34. Binding Effect

- a) This Agreement shall enure to the benefit of and be binding on the parties, their respective successors, and permitted assigns.

35. Assignment

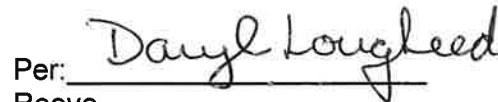
- a) This Agreement shall not be assignable by either Party without the express written approval of the other Party.

This Agreement is signed this 5th day of April 2023, but made effective on the date set out in Article 4.

Town of Rocky Mountain House

Clearwater County

Per: 
Mayor

Per: 
Reeve

Per: 
Chief Administrative Officer

Per: 
Chief Administrative Officer