

## **Agenda**

### **Village of Barons Regular Council Meeting Tuesday, June 11, 2024 At 7:00 p.m.**

1. Call to Order
2. Guests: George Dykstra – Taxes  
Angel Zucchiatti - Taxes
3. Approval of Agenda
4. Approval of May 14, 2024 Regular Council Meeting Minutes  
Approval of May 28, 2024 Budget Meeting Minutes
5. Business Arising
  - a. Darryl Scase, Independent Auditor – Audited Financial Statements
6. Village Foreman Report
7. Administrator Report
8. Correspondence
9. Financial Report
10. Committee Reports
  - a. ORRSC (Oldman River Regional Services Commission)
  - b. Green Acres
  - c. CFLR (Community Futures Lethbridge Region)
  - d. FCSS (Family and Community Support Services)
  - e. Mayors and Reeves
  - f. Chinook Arch Library System
  - g. AG Society
  - h. Emergency Advisory Committee
  - i. Carmangay Library
11. New Business
  - a. Bylaw #761 – Land Use Bylaw Amendment
  - b. Regional Emergency Management Partnership Agreement
  - c. Memorandum of Agreement for LGFF Capital and LGFF Operating
  - d. July/August Council Meetings
  - e. Administrators Vacation Request
12. Closed Session
13. Adjournment

**MINUTES OF REGULAR MEETING OF COUNCIL  
of the Village of Barons  
May 14, 2024**

***Present:*** Daniel Doell, Mayor  
Ron Gorzitza, Deputy Mayor  
Clinton Bishop, Councillor  
Jen Durell, Administrator

***Absent:*** Brian Passmore, Village Foreman

***Recording Secretary:*** Jen Durell, Recording Secretary

***Call to Order:*** Call to order at 7:00 p.m.

***Public Hearing:*** Bylaw #758 – Land Use Bylaw Amendments  
In attendance: Kattie Schlamp, Planner, ORRSC, S. Sarazin, S. Prost, R. Tarditi, B. Christianson, K. Hickman, W. Vrooman, D. Omilusik, M. VanderVelden, S. Tarditi.

**Motion made by Deputy Mayor Gorzitza to open the Public Hearing. Carried unanimously.**

Kattie Schlamp spoke to memo presented to Council regarding seacans and the requirements that have been proposed in the draft bylaw. Other questions posed include what the base would be comprised of, and what kind of roof would be allowed as there are negatives against flat roofs and would enforcement of such development occur.

Council was asked who was in favour of allowing seacans. Mayor Doell has no desire to see shipping containers in residential areas whereas Councillor Bishop speaks of himself being in favour of it on principle. Councillor Bishop says that people he's spoken to are generally in support of the amendment as written and with the standards imposed.

Some discussion took place regarding permits such as building and development. Administration explains the rules of the bylaw – a development permit is valid for 1 year to complete all requirements as laid out in the permit.

**Motion made by Councillor Bishop to close public hearing at 7:36 p.m. Carried unanimously**

***Guests:*** None

***Approval of Agenda:***                    **Motion made by Deputy Mayor Gorzitza to approve the agenda as presented.                    Carried unanimously**

***Minutes:***                                    To accept the minutes of the April 9, 2024 Regular Council Meeting minutes as presented.

**Motion made by Councillor Bishop to accept the minutes of the April 9, 2024 Regular Council meeting as presented.                    Carried unanimously**

To accept the minutes of the April 15, 2024 Budget Meeting minutes as presented.

**Motion made by Mayor Doell to accept the minutes of the April 15, 2024 Budget meeting as presented.                    Carried unanimously**

To accept the minutes of the April 29, 2024 Special Council Meeting minutes as presented.

**Motion made by Deputy Mayor Gorzitza to accept the minutes of the April 29, 2024 Special Council meeting as presented.                    Carried unanimously**

***Business Arising:***                    a)                    **Bylaw #758 – Land Use Bylaw Amendments**  
Council was presented with Bylaw #758 for their consideration.  
Discussion was held.

**Motion made by Councillor Bishop to read Bylaw #758 a second time this 14<sup>th</sup> day of May, 2024.                    Carried**

**Motion made by Councillor Bishop to read Bylaw #758 a third and final time and finally passed this 14<sup>th</sup> day of May, 2024.                    Carried unanimously**

b)                    **Bylaw #757 – Water Conservation Bylaw**  
Council was presented with Bylaw #757 for their consideration.  
Discussion was held.

**Motion made by Councillor Bishop to read Bylaw #757 a first time this 14<sup>th</sup> day of May, 2024.                    Carried**

**Motion made by Councillor Bishop to read Bylaw #757 a second time this 14<sup>th</sup> day of May, 2024.                    Carried**

**And by UNANIMOUS CONSENT of Council, a motion made by Councillor Bishop this 14<sup>th</sup> day of May, 2024.**

**Carried**

**Motion made by Deputy Mayor Gorzitza to read Bylaw #757 a third and final time and finally passed this 14<sup>th</sup> day of May, 2024.**  
**Carried unanimously**

**c) Request to allow Rabbits within the Village**

Council was presented with an RFD, as well as the research document for their consideration. Discussion was held

**Motion made by Deputy Mayor Gorzitza to disregard the request to allow rabbits within the Village boundaries.**

**Carried unanimously**

***Village Foreman Report:***

Had MPE out today to deal with the issue that happened over the weekend. Pressure transmitters not reading properly. Speaks of maintenance of the singer valve at the reservoir and learning how to properly maintain the screens. Had MPE out to fix the issue at the sewer plant. Pressure transmitters at the water reservoir need to be replaced. Need to have electrician come out to work on the amperage feeding to the pumps. MPE recommended that the water plant should have automation and controls. Spoke of maintenance needed for the water plant roof . Says that the roof should be peaked to eliminate the issues. Water break hole is now filled. Spoke of locates for the signage and will have locates map the whole village so there will not be a risk of hitting underground infrastructure. Speaks of patch on King Street and the sag in the spot that was patched last year where the service connections that were trenched in. Pulled the patch out and filled it with gravel as a temporary measure. Speaks of dandelions and spraying will be done at the Village locations. Training is suggested for confined spaces to read vault meters.

***Administrators Report:***

Assessment appeal date has now passed – there was one appeal filed, this was forwarded on to the Assessment Review Board which will be heard in the fall. Lots of time spent on research as per Council’s directive. Attended quite a few meetings in the last month, as well as another drought town hall with the Province. Submitted the FIR and Audited Financial Statements to Municipal Affairs. Summer rates for water are now in effect. There was break in a water line over the previous weekend, which has since been repaired. AB Environment and AHS commends the Village for the timely response to the break and being proactive in completing the repair in a timely fashion and issuing the boil water advisory.

Reporting on this incident will be finalized this week. There was another break-in at a vacant property, as well as a commercial property in the Village – Administration has contacted the RCMP as well as the property owner. Administration continues to express the need for vigilance, without being vigilantes. The Office have also learned that someone is apparently dumping raw meat on the CP Rail grounds. The Office suspects that this is with ill intent and advises caution when walking pets.

**Motion made by Councillor Bishop to send a letter to Coalhurst regarding the feedback from Council concerning Bylaw Enforcement. Carried unanimously.**

***Correspondence:***

- April Bank Reconciliation
- Chinook Arch Regional Library System – Board Report
- Green Acres Foundation – Report to the Community 2023
- ORRSC – Regional Assessment Review Board

**Motion made by Deputy Mayor Gorzitza to accept the correspondence as presented. Carried unanimously.**

***Financial Reports:***

Council was presented with the accounts payable and monthly statement for the month of April, 2024.

**Motion made by Councillor Bishop to approve the accounts payable for the month of April, 2024. Carried unanimously.**

**Motion made by Mayor Doell to approve the monthly statement for April, 2024. Carried unanimously.**

***Committee Reports:***

- a) **ORRSC**  
No report at this time.
- b) **Green Acres**  
Discussed financial reports. Abbey road is coming along well. Sending delegation up to Edmonton to speak to ministers regarding Piyami Lodge and obtaining funding for much needed upgrades.
- c) **CFLR (Community Futures Lethbridge Region)**  
Chamber of commerce presented to Community Futures on status of business in their membership. Most members plan to grow. Stats on SEBA repayments at 80% repayment. Business as usual. Approved a few loans. Blackfoot signage project oversubscribed – province looking to put more money into the project for another round of funding.

- d) **FCSS (Family Community and Social Services)**  
Working on programming for summer.
- e) **Mayors and Reeves**  
Had Dr. Tammy Nemeth to present to Mayors and Reeves regarding water shortages affecting Alberta, Saskatchewan, and Southern Manitoba.
- f) **Chinook Arch Library System**  
No report at this time.
- g) **AG Society**  
Underway with planning for Family Fun Day. Community garden work is underway, boxes are available to rent. Subsidized by the AG Society to rent community boxes at an affordable rate. Contact Will Vrooman for rentals. AG Society would like to stack with municipal retrofit grant for AC upgrades – will Council consider paying upfront for some costs associated? AG grant covers up to 80%, MCCAC grant covers up to 50%. Wants to upgrade furnaces, add AC and do kitchen upgrades like installing a dishwasher.
- h) **Emergency Advisory Committee**  
Had a meeting on April 26 with AEMA (Alberta Emergency Management Agency) – discussed the draft bylaw and ministerial order application. Discussed next steps regarding same and have decided that there should be an MOU (Memorandum of Agreement) signed and initiate the REMP (Regional Emergency Management Partnership) agency with the advisory committee in place before bylaws should be passed. Next meeting upcoming in May.
- i) **Carmangay Library**  
Had first library event at the seniors drop-in. It will run on the first Thursday from 5-8 pm. Hoping to extend into summer.

***New Business:***

- a) **Seniors Week Declaration**  
Seniors' Week will be June 3<sup>rd</sup> – 9<sup>th</sup>, 2024. Council was asked if they wish to do as in previous years and purchase a cake and have the Mayor present it to them/

**Motion made by Councillor Bishop to proclaim June 3<sup>rd</sup> to 9<sup>th</sup> as Seniors' Week in the Village of Barons and to purchase 2 flavours of cupcakes in recognition thereof.**

**Carried unanimously**

**b) Bylaw #759 – Utility Rate Bylaw Amendment**

Council was presented with Bylaw #759 for their consideration.  
Discussion was held.

**Motion made by Councillor Bishop to read Bylaw #759 a first time this 14<sup>th</sup> day of May, 2024. Carried**

**Motion made by Deputy Mayor Gorzitza to read Bylaw #759 a second time this 14<sup>th</sup> day of May, 2024.**

**Carried**

**And by UNANIMOUS CONSENT of Council, a motion made by Mayor Doell this 14<sup>th</sup> day of May, 2024.**

**Carried**

**Motion made by Councillor Bishop to read Bylaw #759 a third and final time and finally passed this 14<sup>th</sup> day of May, 2024.**

**Carried unanimously.**

**c) Bylaw # 760 – Garbage Services Bylaw Amendment**

Council was presented with Bylaw #760 for their consideration.  
Discussion was held.

**Motion made by Councillor Bishop to read Bylaw #760 a first time this 14<sup>th</sup> day of May, 2024. Carried**

**Motion made by Deputy Mayor Gorzitza to read Bylaw #760 a second time this 14<sup>th</sup> day of May, 2024.**

**Carried**

**And by UNANIMOUS CONSENT of Council, a motion made by Deputy Mayor Gorzitza this 14<sup>th</sup> day of May, 2024.**

**Carried**

**Motion made by Mayor Doell to read Bylaw #760 a third and final time and finally passed this 14<sup>th</sup> day of May, 2024.**

**Carried unanimously.**

**d) Blackfoot Signage Project Name Approval**

Council was presented with the name “Matsowa’papayiinsimaan” which was chosen for the Village by the Blackfoot Elders for acceptance.

**Motion made by Deputy Mayor Gorzitza to accept the name of “Matsowa’papayiinsimaan” which has been chosen for the Village by the Blackfoot Elders. Carried unanimously.**

- e) **Request for Presentation of Audited Financial Statements**  
Councillor Bishop spoke about asking for the auditor to come and present.

**Motion made by Councillor Bishop to request to have Darryl Scase of Scase and Partner, Independent Auditors for the Village attend the next meeting of Council to present the Audited Financial Statements. Carried unanimously.**

- f) **Barons Youth Community Initiative**  
Council was presented with a letter from the Making Connections workers for both Noble Central School, as well as Barons School requesting support for a Youth Community Initiative.

**Motion made by Councillor Bishop to send a letter to support their initiative on principal. Carried unanimously.**

***Closed Session:*** None

***Adjournment:*** Adjournment of the meeting was at 9:21 p.m.

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**Mayor – Daniel Doell**

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**Administrator – Jen Durell**



**MINUTES OF BUDGET MEETING OF COUNCIL  
Of the Village of Barons  
May 28, 2024**

***Present:*** Daniel Doell, Mayor  
Ron Gorzitza, Deputy Mayor

***Virtual:*** Clinton Bishop, Councillor

***Recording Secretary:*** Jennifer Durell, Administrator

***Call to Order:*** 12:56 pm

***Purpose of Meeting:*** **Budget & Planning, Tax Agreements for 2024, Tax Bylaw #762**

**Planning**

Council was presented with the updated 2024 Planning documents. Discussion was held.

**Motion made by Mayor Doell to approve the planning goals for 2024 as discussed. Carried unanimously.**

**Budget**

Council was presented with the final draft of the 2024 Village of Barons Operating and Capital budgets for their consideration. An updated tax scenario worksheet and a mill rate calculation sheet was presented to Council.

**Motion made by Mayor Doell to approve the 2024 final Operating and final Capital Budget for the Village of Barons.**

**In favour: Mayor Doell, Deputy Mayor Gorzitza**

**Opposed: Councillor Bishop**

**Motion carried 2 to 1.**

**Tax Agreements for 2024**

Council was asked for their consideration to offer monthly tax payment agreements for 2024. Discussion was held.

**Motion made by Deputy Mayor Gorzitza to offer a monthly payment plan to the ratepayers for the 2024 tax year.**

**In favour: Mayor Doell, Deputy Mayor Gorzitza**

**Opposed: Councillor Bishop**

**Motion carried 2 to 1.**

**Bylaw #762**

Council was presented with Bylaw #762, the 2024 Tax Bylaw for their consideration. Discussion was held. Administrator Durell recommended that an increase to the minimum tax may be advisable, from \$500.00 to \$750.00. Councillor Bishop suggests increasing to \$1,000.00.

**Motion made by Deputy Mayor Gorzitza to read Bylaw #762 a first time, this 28th day of May, 2024.**

**In favour: Mayor Doell, Deputy Mayor Gorzitza**

**Opposed: Councillor Bishop**

**Motion carried 2 to 1.**

**Motion made by Mayor Doell to read Bylaw #762 a second time, this 28th day of May, 2024.**

**In favour: Mayor Doell, Deputy Mayor Gorzitza**

**Opposed: Councillor Bishop**

**Motion carried 2 to 1.**

**And by UNANIMOUS CONSENT of Council a motion made by to hold a third and final reading of Bylaw #762, this 28th day of May, 2024. Carried.**

**Motion made by Deputy Mayor Gorzitza to read Bylaw #762 a third and final time and finally passed this 28th day of May, 2024.**

**In favour: Mayor Doell, Deputy Mayor Gorzitza**

**Opposed: Councillor Bishop**

**Motion carried 2 to 1.**

***Adjournment:*** Adjournment was at 2:01 pm

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**Mayor – Daniel Doell**

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**Administrator – Jennifer Durell**

Village of Barons  
THE MONTH May, 2024  
2024 Monthly Statement Ending: May 31, 2024

	<u>Revenue</u>	<u>Expenses</u>
Taxes	\$4,611.07	
General Administrative	\$260.00	\$10,659.14
Council		\$1,151.57
Fire Hall		\$721.75
Bylaw Enforcement	\$10.00	\$1,861.44
Shop		\$3,162.77
Roads and Streets		\$2,189.48
Water/Sewer/Garbage	\$20,162.25	\$9,684.52
Green Acres Requisition		
Recreation Facilities/Parks		\$1,480.72
Casual Wages/STEP		\$7,076.50
Legal		
FCSS Requisition		
Chinook Arch		
Requisition - School		
Bulk Water	\$322.00	
Auditor		\$11,500.00
Xplornet	\$600.00	
Carwash	\$83.75	
Insurance		
ORRSC		\$500.00
FortisAlberta Franchise	\$1,114.85	
Assessor		
MPC		
Sewer Lift Project		
Grants		
ATCO Gas Franchise Fee	\$1,441.41	
Policing		
Treated Water - Nobleford		\$8,817.60
<b>Total</b>	<b>\$28,605.33</b>	<b>\$58,805.49</b>

Bank Balance - as of May 31, 2024	\$29,008.33
Outstanding Cheques (as April 30, 2024)	\$7,399.20
GIC	\$313,679.36

2024 Taxes Owing	\$373,443.64
Outstanding Taxes - Prior to 2024	\$20,962.27
Total Outstanding Taxes	\$394,405.91

**VILLAGE OF BARONS  
IN THE PROVINCE OF ALBERTA  
BYLAW NO. 761**

BEING a bylaw of the Village of Barons in the Province of Alberta, to amend Bylaw No. 677 being the municipal Land Use Bylaw.

WHEREAS the Council of the Village of Barons desires to amend the regulations and criteria of shipping containers within specific land use districts of the municipality within Land Use Bylaw No. 677.

AND WHEREAS the general purpose of the proposed amendments is to modify the shipping container standards in Schedule 5, Section 14.9 to clarify the requirements of the section are required at the Development Authority's discretion.

AND WHEREAS the municipality must prepare an amending bylaw and provide for its consideration at a public hearing.

NOW THEREFORE, under the authority and subject to the provisions of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 as amended, the Council of the Village of Barons, in the Province of Alberta, duly assembled does hereby enact the following:

1. That Schedule 5, Section 14.9 be amended by deleting the strikethrough text and replacing it with the underlined text:

*To ensure that the design, character, and appearance of the finished shipping container is compatible with other buildings in the vicinity and that the design, character, and appearance of the shipping container is consistent with the purpose of the residential land use district, the Development Authority ~~shall~~ may require that any shipping container be subject to the following conditions of approval:*

2. That the aforementioned amendment to Land Use Bylaw 677, shall make use of formatting that maintains the consistency of the portions to the bylaw being amended.
3. Bylaw No. 761 shall come into effect upon third and final reading thereof.
4. Bylaw No. 677 is hereby amended and consolidated.

READ a **first** time this 11<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
**Mayor – Dan Doell**

\_\_\_\_\_  
**Chief Administrative Officer – Jen Durell**

READ a **second** time this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Mayor – Dan Doell**

\_\_\_\_\_  
**Chief Administrative Officer – Jen Durell**

READ a **third** time and finally PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Mayor – Dan Doell**

\_\_\_\_\_  
**Chief Administrative Officer – Jen Durell**

**LETHBRIDGE COUNTY REGIONAL EMERGENCY  
MANAGEMENT PARTNERSHIP AGREEMENT**

**THIS AGREEMENT made on May 30, 2024**

**BETWEEN:**

**Village of Barons**

- and -

**Town of Coaldale**

- and -

**Town of Coalhurst**

- and -

**Town of Nobleford**

- and -

**Town of Picture Butte**

- and -

**Lethbridge County**

(collectively, the "Parties")

**INTRODUCTION**

**1. WHEREAS:**

- a) The Parties, Village of Barons, Town of Coaldale, Town of Coalhurst, Town of Nobleford, Town of Picture Butte, and Lethbridge County are local authorities situated within the Province of Alberta;
- b) Each of the Parties have appointed a Director of Emergency Management (`DEM`) as pursuant to the provisions set out in *The Emergency Management Act R.S.A. 2000*, c E-6.8;
- c) The Parties recognize that many of the local resources controlled by each of the parties could be required by more than one (1) municipality in order to cope with a Disaster or Emergency that impacts one (1) or more of the Parties;
- d) The Parties have agreed to adopt a Regional Emergency Management Plan and to develop a Regional Framework for Emergency Management within the Region ;
- e) Pursuant to S. 11.3(1)(b) of the Act, if authorized by Ministerial Order, a local authority may delegate its powers and duties under the Act to a joint committee representing two

(2) or more local authorities that is composed of one or more members appointed by each of the local authorities; and

- f) The Minister responsible for the Act issued a Ministerial Order to authorize the Parties to establish a Regional Emergency Advisory Committee empowered to declare a “Local State of Emergency” for once single community or for the region.

NOW THEREFORE the parties hereto agree as follows:

## DEFINITIONS

- 2. For the purpose of this Agreement, the following words and terms shall have the following meanings:

- a) **Act** means The Emergency Management Act of Alberta, Chapter E-6.8, Revised Statutes of Alberta 2000, c. E-6-8;
- b) **Director of Emergency Management (DEM)** means an individual appointed by resolution of Council responsible for the preparation and coordination of emergency plans and programs for the Municipality;
- c) **Disaster** means an event that results in serious harm to the safety, health or welfare of people, the environment or in widespread damage to property;
- d) **Emergency** means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health, or welfare of people, or to limit damage to property and the environment;
- e) **Lethbridge County Regional Emergency Management Partnership (LCREMP)** is a partnership comprising the Municipalities as set out in Section 1(a) who have entered into a joint agreement for the purpose of organizing integrated emergency planning, training, assistance and emergency operations programs.
- f) **Local Authority** means, where a municipality has a Council within the meaning of the Municipal Government Act, RSA 2000 c.M-26;
- g) **Minister** means the Minister charged with administration of the Act;
- h) **Parties** means the Municipalities of Lethbridge County, as set out in 1(a);
- i) **Regional Director of Emergency Management (RDEM)** means an individual appointed by the Regional Emergency Advisory Committee responsible for the preparation and coordination of the regional emergency plan and programs for the Partnership;

- j) **Regional Emergency Management Agency (REMA)** means an agency comprised of Director of Emergency Management, or Deputy, or Chief Administrative Officer (or delegate) from each of the Partner Municipalities of the Lethbridge County Regional Emergency Management Partnership.
- k) **Regional Emergency Coordination Centre (RECC)** means the location that functions as a point of coordination, addressing the needs of the Municipality and/or Lethbridge County as a whole, exercising the authority of local officials, as well as anticipating and supporting the needs of one or more incident sites;
- l) **Regional Emergency Advisory Committee (REAC)** means a regional committee comprised of one (1) Councillor, or alternate, from each of the partnering municipalities of the Lethbridge County Regional Emergency Management Partnership, as established by this Agreement and the by-laws of the respective municipal Councils of the Parties hereto;
- m) **Regional Emergency Management Plan (REMP)** means the Regional Emergency Management Plan prepared by the Lethbridge County Regional Emergency Management Agency to co-ordinate the response to an emergency or disaster; the training program to ensure stakeholders are equipped to manage an incident/event of scale and the governance/administrative functions that empower stakeholders to take whatever measures necessary to protect lives, property and environment;
- n) **Regional Framework for Emergency Management** means the Municipalities participating in this Agreement supporting and assisting each other when requested and when able to provide that support and assistance in the event of a major emergency or disaster;

## REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE AND AGENCY

3. The Regional Emergency Advisory Committee (the “Committee”) shall consist of municipal Councillors appointed by each of the Parties, with each municipality appointing one (1) member, each of whom shall have one (1) vote regarding any matter coming before the Committee. Each party shall also appoint at least one (1) alternate Council member to the Committee to attend and vote when the serving member is unable to do so.
4. The Committee is responsible for the following:
  - a) Designation of the Regional Emergency Management Director.
  - b) Review and approval of the Regional Emergency Management Plan and Program.
  - c) Review and approval of the budget for the development and implementation of the Regional Emergency Management Program.
  - d) Declaration of a State of Local Emergency for one or for the entire Lethbridge County region.
5. Other non-voting members who may participate, in an advisory capacity, can include the Regional Director of Emergency Management and the administrator for regional program.
6. No member of Regional Emergency Management Partnership shall be permitted to withdraw from this Agreement during a disaster or a declared state of local or regional emergency.
7. The municipal councils of each of the Parties to this Agreement have passed a bylaw to establish the Regional Emergency Management Agency (the “Agency”) and delegated certain powers and duties under the Act to the Agency, subject to the issuance of a Ministerial Order pursuant to 11.3(1)(b) of the Act.
8. The Agency is responsible with keeping the Regional Emergency Management Plan current and operationally sound. The Agency will:
  - e) work collaboratively with partnership communities, Agency and other government departments or agencies, as necessary to develop, implement, and maintain all emergency plans and programs for the Region;
  - f) engage relevant stakeholders, such as business and industry, government agencies, and regulatory bodies to ensure emergency plans are aligned and integrate with stakeholder plans;
  - g) support the coordination of training and exercises on the Regional Emergency Management Plan;
  - h) ensure regional training and exercise documentation and records are maintained;
  - i) plan, execute and review exercises to validate the Regional Emergency Management Plan;
  - j) review the impact of incidents on the program;
  - k) publish information, as necessary, on the Regional Emergency Management Plan with:



- i. municipal departments; and
    - ii. industrial and municipal neighbours.
  - l) liaise with external agencies and surrounding municipalities who have a role in emergency response at regional facilities; and
  - m) ensure the Regional Partnership has appropriate resources and equipment available.
9. It is recognized that the Agency or parts of the Agency may be called upon from time to time to provide emergency response or services in areas outside of the of the Region. The Agency will assess the current situation and a response to those incidents will:
- a) Only be committed after an assessment of what resources can reasonably be made available without endangering the Region and its residents.
  - b) Only be committed after ensuring that reasonable care will be provided to the staff being deployed; if the requesting organization cannot provide care for staff, resources will only be deployed once the Agency has been able to arrange for reasonable care.
  - c) Only be committed to, if applicable, upon receipt of a tasking number from the Provincial Operations Centre or Office of the Fire Commissioner.
  - d) Recover costs for resources from the requesting organization. Costs for those services will be billed according to the policy of each individual department or party.
10. Parties shall not be required to provide anything other than municipally- owned equipment, employees and volunteers normally used by the Parties when responding to a regional emergency or assisting in a Regional Emergency Coordination Centre.
11. The Parties will always comply with the requirements of all applicable Federal, Provincial and Municipal legislation.
12. Each of the Parties agree to share emergency management related information.
13. Each of the Parties will agree to implement the concepts and principles of the adopted Incident Command System.
14. This Agreement does not in any way amend or replace those agreements that may already be in existence or shall come into existence in the future between any of the Parties, as a whole or otherwise, with respect to the provision of emergency services.

#### SHARED COST OF REGIONAL COLLABORATION

15. The Lethbridge County Regional Emergency Advisory Committee shall adopt an annual operating budget to cover the costs and funding of Regional Emergency Management program as per the scope outlined in the attached Schedule "A". The Parties to this Agreement agree to fund Regional Emergency Management Partnership emergency program in accordance with the attached Schedule "A".
16. The costs incurred by any Party to this Agreement in responding to a State of Local Emergency in a Partner municipality shall be the sole responsibility of the affected Party or Parties in which the emergency or disaster occurs.

#### INSURANCE & INDEMNITY

17. No action lies against the Party with jurisdiction or any responding Party or a person acting under that Parties direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under the Emergency Management Act or the regulations during a State of Local Emergency.
18. All costs and expenses associated with responding to an incident shall be the responsibility of the Party or Parties where the incident occurs.
19. During the term of this Agreement, the Parties shall each, at their own respective cost and expense, maintain in full force and effect General Liability Insurance in an amount not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the Parties and reasonably obtainable by both. Notwithstanding the foregoing, it is agreed that the aforementioned policy limits do not define or limit a Party's liability to indemnify the other Party under this Section.
20. Each Party agrees to forward a copy of this Agreement to their municipal insurer and to be responsible for the costs of any increase in insurance premiums which may result.

#### TERM AND TERMINATION

21. Any Party may withdraw their membership from Lethbridge County Regional Partnership and this Agreement, by providing all other Parties hereto with twelve (12) months advance written notice and an updated Ministerial Order. The withdrawal of any party from this Agreement shall in no way impact the remaining Parties hereto, and this Agreement shall continue in full force and effect as between the remaining Parties and any investment in joint assets shall remain with the partnership.

22. This Agreement shall come into force when it has been signed by all of the Parties. The term of this Agreement shall be for a period of ten (10) years thereafter, or until such time as the Parties mutually agree otherwise (the "Term").
23. Twelve (12) months prior to the expiration of the Term of this Agreement the parties shall initiate the process to automatically renew this agreement for successive periods of ten (10) years and all of the Terms of this Agreement shall remain in force.

#### GOVERNING LAW

24. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. The Parties hereby agree to the exclusive jurisdiction of the Courts of the Province of Alberta, and all courts competent to hear appeals therefrom, to hear any matter or thing relating to or arising from this Agreement.

#### SEVERABILITY

25. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless, as a result of such determination, this Agreement would fail in its essential purpose.

#### NON-ASSIGNMENT

26. No Party may assign its rights under this Agreement without the prior written consent of all of the other Parties hereto.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON BEHALF OF THE PARTICIPATING PARTIES, BY THE HANDS OF THEIR OFFICERS DULY AUTHORIZED IN THAT BEHALF AND UNDER EACH MUNICIPAL SEAL AFFIXED:

**Lethbridge County**

---

Reeve (Signature)

---

Chief Administrative Officer (Signature)

**Village of Barons**

---

Mayor (Signature)

---

Chief Administrative Officer (Signature)

**Town of Coaldale**

---

Mayor (Signature)

---

Chief Administrative Officer (Signature)

**Town of Coalhurst**

---

Mayor (Signature)

---

Chief Administrative Officer (Signature)

**Town of Nobleford**

---

Mayor (Signature)

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Chief Administrative Officer (Signature)

**Town of Picture Butte**

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Mayor (Signature)

---

Chief Administrative Officer (Signature)

## **Schedule “A”**

### **Scope of Operational Costs and Funding for the Lethbridge County Regional Emergency Management Partnership**

#### **SCOPE OF ANNUAL OPERATING BUDGET**

1. Lethbridge County Regional Advisory Committee
  - a) Committee meetings
2. Lethbridge County Regional Emergency Management Agency
  - a) Agency Meetings
  - b) Plan preparation and distribution
  - c) Hiring temporary staff, consultants, and other workers
  - d) RECC creation and maintenance
3. Preparedness
  - a) Training/Courses
  - b) Exercises
4. Hazard Assessment
  - a) Conducting assessment
5. Regional Emergency Management Coordination Function

#### **MATTERS OUTSIDE THE SCOPE OF THE ANNUAL OPERATING BUDGET**

6. Emergency Operations and Logistics
7. Mitigation of Hazards
8. Recovery

#### **ANNUAL BUDGET**

9. All Parties agree that funding for the Lethbridge County Regional Emergency Management Program (LCREMP) should be a shared responsibility.
10. Once approved, the formula will only go forward to each Council again if there are amendments.

#### **Funding Model**

11. The following funding model will be used by the Partnership: \$7,500.00 base contribution by each municipality plus \$6.50/per capita. If any changes are required, they will be reviewed and approved annually by the REAC.

Municipal	2024	2025	2026
Lethbridge County	\$80,196.00	\$80,196.00	\$80,196.00
Town of Coaldale	\$65,460.00	\$65,460.00	\$65,460.00
Town of Coalhurst	\$27,520.00	\$27,520.00	\$27,520.00
Town of Picture Butte	\$21,423.00	\$21,423.00	\$21,423.00
Town of Nobleford	\$17,276.00	\$17,276.00	\$17,276.00
Village of Barons	\$9,632.00	\$9,632.00	\$9,632.00
Total	\$223,531.00	\$223,532.00	\$223,533.00

### **Surplus and Deficits**

12. The year end closing balance will be carried forward unless determined otherwise by the REAC.

### **PROCESS FOR DETERMINING ANNUAL BUDGET**

13. Budget process will be as follows:

- a) The LCREMP budget will be approved by the REAC.
- b) The LCREMP budget will be drafted by July for the following budget year.
- c) Any requests to change next fiscal's year's budget must be submitted by August 15.  
Request to change the budget will be handled as follows:
  - i. The request will be sent to the Regional Director of Emergency Management
  - ii. The Regional Emergency Management Agency will review the request and make recommendations.
  - iii. Recommendations will be submitted to the Lethbridge County Regional Emergency Advisory Committee for a mid-September meeting.
  - iv. The LCREMP budget will be approved by the Lethbridge County Regional Emergency Advisory Committee.
  - v. Recommendations from the Lethbridge County Regional Emergency Advisory Committee will be submitted to the municipalities by the end of September so that they are received in time for the municipal budget process.

14. Once the process for determining the budget is complete and has been approved by the Lethbridge County Regional Emergency Advisory Committee and the Parties to this Agreement, the budget shall be binding on all parties to this Agreement.

15. Members will be requisitioned once a year, by March 31, for their contribution to the LCREMP.

# LOCAL GOVERNMENT FISCAL FRAMEWORK CAPITAL PROGRAM

## MEMORANDUM OF AGREEMENT

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**, as  
represented by the Minister of Municipal Affairs  
(hereinafter called the “**Minister**”)

**AND**

**THE VILLAGE OF BARONS** in the Province of Alberta  
(hereinafter called the “**Local Government**”)

(Collectively, the “**Parties**,” and each a “**Party**”)

**WHEREAS** the *Local Government Fiscal Framework Act* establishes the framework for providing local governments with long-term and predictable funding to support the provision of infrastructure and to facilitate economic prosperity.

**WHEREAS** local infrastructure is a critical component of the local and provincial economy, increases the livability of Alberta communities, and enables resiliency and adaptation in response to changing local conditions.

**WHEREAS** under the *Local Government Fiscal Framework Act*, the Minister is authorized to enter into agreements providing for funding and respecting any matters relating to the provision of the funding.

**WHEREAS** the Local Government and the Minister are entering into this Agreement relating to the provision of the funding.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

### Definitions

1. In this Agreement,
  - (a) “**Agreement**” means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
  - (b) “**Application**” has the meaning ascribed to such term in the Program Guidelines.
  - (c) “**Credit Items**” has the meaning ascribed to such term in the Program Guidelines.
  - (d) “**Eligible Costs**” means eligible costs and expenses as described in the Program Guidelines.
  - (e) “**Funding**” means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Costs, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
  - (f) “**Local Government Fiscal Framework Act**” means the *Local Government Fiscal Framework Act*, SA 2019, c.L-21.5, as amended from time to time.

File No: 02334-010

- (g) **“Program Guidelines”** means, unless the context requires otherwise, the *Local Government Fiscal Framework Capital Program Guidelines* or such other guidelines or directions applicable to the Local Government Fiscal Framework Capital Program as prescribed or determined by the Minister, as amended from time to time.
- (h) **“Project”** has the meaning ascribed to such term in the Program Guidelines.
- (i) **“Statement of Expenditures and Project Outcomes”** has the meaning ascribed to such term in the Program Guidelines.

### **Funding**

- 2. The Minister agrees to provide Funding to the Local Government in accordance with and subject to the *Local Government Fiscal Framework Act*, and subject to the following:
  - (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
  - (b) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister;
  - (c) compliance with all other payment conditions outlined in the Program Guidelines; and
  - (d) all other terms of this Agreement and the Program Guidelines.

### **Local Government Responsibilities**

- 3. The Local Government will provide to the Minister:
  - (a) an Application for Projects;
  - (b) an annual Statement of Expenditures and Project Outcomes, that includes certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
  - (c) annual financial statements; and
  - (d) any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of (a)-(d), consistent with such format requirements.

- 4. The Local Government agrees to:
  - (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,all criteria, items, terms, and conditions contained in the Program Guidelines.
- 5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended in relation to the administration of the Funding or the administration of this Agreement.
- 6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Project.
- 7. The Local Government agrees to allow the Minister or person authorized by the Minister access to each Project site.



### **Termination of Agreement**

8. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
  - (a) the Local Government may use any unexpended portion of the Funding, which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government; and
  - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

### **Debt to the Crown**

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

### **Repayment of Funding**

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

### **Local Government Indemnity and Insurance**

11. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.
12. The Local Government shall ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Project and, when applicable, property insurance on an "all risk" basis covering the Project for replacement cost.

### **Independent Status**

13. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
14. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister.

### **Conflicts**

15. The Local Government shall not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
16. The Local Government shall ensure that the Local Government and its officers, employees and agents:

- (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
- (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

### **Freedom of Information and Protection of Privacy**

- 17. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta)* (FOIP). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected, or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

### **General Provisions**

- 18. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
- 19. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
- 20. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
- 17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
  - (a) Local Government Responsibilities – Clauses 3 to 7;
  - (b) Repayment of Funding – Clause 10;
  - (c) Local Government Indemnity – Clause 11;
  - (d) Freedom of Information and Protection of Privacy – Clause 17; and
  - (e) Entire Agreement – Clause 20.
- 18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

#### The Minister:

c/o Director, Grant Program Delivery  
 Municipal Affairs  
 15<sup>th</sup> Floor Commerce Place  
 10155 - 102 Street  
 Edmonton AB T5J 4L4  
 Email: MA.LGFFcapital@gov.ab.ca

Local Government:

Village of Barons  
PO Box 129  
Barons AB T0L 0G0  
Attention: Chief Administrative Officer  
Email: cao@barons.ca

Either Party may change its contact information by giving written notice to the other in the above manner.

19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.
20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the *Local Government Fiscal Framework Act* or otherwise impacts the interpretation or application of the *Local Government Fiscal Framework Act*.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
23. This Agreement is binding upon the Parties and their successors.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
25. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
26. The Local Government shall not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
27. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
28. Time is of the essence in this Agreement.


**This space left intentionally blank.**

29. Communication of execution of this Agreement emailed in PDF format shall constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

Signed by the  
Minister of Municipal Affairs  
of the Province of Alberta

**HIS MAJESTY IN RIGHT OF ALBERTA**, as represented by  
the Minister of Municipal Affairs

Per:   
Name: Ric McIver  
Title: Minister of Municipal Affairs  
Date: May 29, 2024

#### LOCAL GOVERNMENT

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_

Name of Local Government:

Name of signatory:

Title:

Date:

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_

Name of Local Government:

Name of signatory:

Title:

Date:

# LOCAL GOVERNMENT FISCAL FRAMEWORK OPERATING PROGRAM

## MEMORANDUM OF AGREEMENT

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**, as  
represented by the Minister of Municipal Affairs  
(hereinafter called the “**Minister**”)

**AND**

**THE VILLAGE OF BARONS** in the Province of Alberta  
(hereinafter called the “**Local Government**”)

(Collectively, the “**Parties**,” and each a “**Party**”)

**WHEREAS** the Minister recognizes the benefits of providing operating funding to assist local governments in delivering municipal services to Albertans; and

**WHEREAS** under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

**WHEREAS** the Local Government and the Minister are entering into this Agreement governing the use and purpose of the grant.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

### Definitions

1. In this Agreement,
  - (a) “**Agreement**” means this grant funding agreement between the Parties, which may, from time to time, be amended by the Parties.
  - (b) “**Credit Items**” has the meaning ascribed to such term in the Program Guidelines.
  - (c) “**Eligible Expenditures**” means “eligible expenditures” and “eligible expenses” as described in the Program Guidelines.
  - (d) “**Funding**” means any grant funds paid by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
  - (e) “**Grants Regulation**” means the Ministerial Grants Regulation, Alta Reg 215/2022, as amended from time to time.
  - (f) “**Program Guidelines**” means, unless the context requires otherwise, the Local Government Fiscal Framework Operating Program Guidelines or such other guidelines or directions applicable to the Local Government Fiscal Framework Operating Program as prescribed or determined by the Minister, as amended from time to time.

File No: 02335-010

- (g) **“Statement of Funding and Expenditures”** has the meaning ascribed to such term in the Program Guidelines.

### **Funding**

2. The Minister agrees to provide Funding to the Local Government under the Local Government Fiscal Framework Operating Program, subject to the following:
- (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
  - (b) funding allocations determined by the Minister as outlined in the Program Guidelines, and communicated annually to the Local Government by the Minister;
  - (c) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister prior to the Minister;
  - (d) compliance with all other payment conditions outlined in the Program Guidelines; and
  - (e) all other terms of this Agreement and the Program Guidelines.

### **Local Government Responsibilities**

3. The Local Government will provide to the Minister:
- (a) an annual Statement of Funding and Expenditures, including certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
  - (b) annual financial statements; and
  - (c) any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of (a)-(c), consistent with such format requirements.

4. The Local Government agrees to:
- (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,
- all criteria, items, terms and conditions contained in the Program Guidelines.

### **Termination of Agreement**

5. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
- (a) the Local Government may use any unexpended portion of the Funding which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
  - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

### **Debt to the Crown**

6. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

### **Repayment of Funding**

7. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from any future Funding to the Local Government all or a portion of the amount owing.

### **Local Government Indemnity**

8. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.

### **Independent Status**

9. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
10. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Local Government and not of the Minister.

### **Conflicts**

11. The Local Government shall not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
12. The Local Government shall ensure that the Local Government and its officers, employees, and agents:
  - (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
  - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
  - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

### **Freedom of Information and Protection of Privacy**

13. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta) (*FOIP*). The Local Government further acknowledges that *FOIP* applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

### **General Provisions**

14. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
15. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
16. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
- (a) Local Government Responsibilities – Clauses 3 and 4;
  - (b) Repayment of Funding – Clause 7;
  - (c) Local Government Indemnity – Clause 8;
  - (d) Freedom of Information and Protection of Privacy – Clause 13; and
  - (e) Entire Agreement – Clause 16.
18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

#### The Minister:

c/o Director, Grant Program Delivery  
Municipal Affairs  
15<sup>th</sup> Floor Commerce Place  
10155 - 102 Street  
Edmonton AB T5J 4L4  
Email: MA.LGFFoperating@gov.ab.ca

#### Local Government:

Village of Barons  
PO Box 129  
Barons AB T0L 0G0  
Attention: Chief Administrative Officer  
Email: cao@barons.ca

Either Party may change its contact information by giving written notice to the other in the above manner.

19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.



20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the Grants Regulation or otherwise impacts the interpretation or application of the Grants Regulation.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
23. This Agreement is binding upon the Parties and their successors.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
25. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
26. The Local Government shall not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
27. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
28. Time is of the essence in this Agreement.


**This space left intentionally blank.**

29. Communication of execution of this Agreement emailed in PDF format shall constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

Signed by the  
Minister of Municipal Affairs  
of the Province of Alberta

**HIS MAJESTY IN RIGHT OF ALBERTA**, as represented by  
the Minister of Municipal Affairs

Per:   
Name: Ric McIver  
Title: Minister of Municipal Affairs  
Date: May 29, 2024

#### LOCAL GOVERNMENT

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_

Name of Local Government:

Name of signatory:

Title:

Date:

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_

Name of Local Government:

Name of signatory:

Title:

Date: