

THIS AGREEMENT entered into this ____ day of _____, 2020.

BETWEEN:

MUNICIPAL DISTRICT OF BONNYVILLE NO. 87
being a municipal corporation incorporated pursuant to the
provisions of the Municipal Government Act, R.S.A. 2000, Chapter M-26.
("M.D.")

OF THE FIRST PART

AND –

CITY OF COLD LAKE
being a municipal corporation incorporated pursuant to the
provisions of the Municipal Government Act, R.S.A. 2000, Chapter M-26.
("City")

OF THE SECOND PART

AND –

VILLAGE OF GLENDON
being a municipal corporation incorporated pursuant to the
provisions of the Municipal Government Act, R.S.A. 2000, Chapter M-26.
("Village")

OF THE THIRD PART

COST SHARING AGREEMENT

WHEREAS the three parties formed a partnership in order to apply to the Municipal Climate Change Action Centre ("MCCAC") Municipal Energy Manager Program ("MEM") for funding of a Regional Municipal Energy Manager term position whose services and costs shall be shared between the three parties for a one (1) year period with the possibility of an extension to a two (2) year period, as included in Schedule A.

AND WHEREAS the three parties agreed to determine the financial and operational arrangements as partners in the MEM Program following the approval of the MCCAC MEM funding.

AND WHEREAS the three parties agreed that the M.D. be the lead partner in the MEM application thereby being the signatory of the Funding Agreement as included in Schedule B, receiving the incentive funding on behalf of the partnership, and being the employer of record of the Regional Municipal Energy Manager term position.

AND WHEREAS the M.D. is prepared to provide the services of the Regional Municipal Energy Manager position to the City and the Village on the basis set forth in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and other good and valuable consideration herein contained, the parties hereto agree as follows:

1. Term and Termination

- 1.1. The term of this Agreement shall be for a period of one (1) year commencing on **the date of this agreement** with the potential for an additional one (1) year if granted by MCCAC (the "**Term**"), subject to earlier termination or renewal by any party pursuant to the provisions of this Agreement.
- 1.2. At any point prior to the expiry of the Term, the three (3) parties may mutually agree in writing to extend the Term on such terms as the parties may mutually agree to.
- 1.3. Notwithstanding the foregoing, in the event of a breach of this Agreement by any of the three (3) parties which is not cured within ten (10) days of receipt of written notice of such default, the party providing such notice of default may elect to terminate this Agreement, without limitation to any other rights or remedies it may have.

2. Schedules

- 2.1. The parties herein confirm and agree that the various Schedules attached hereto are expressly incorporated into and form part of this Agreement.
- 2.2. The Schedules to this Agreement are as follows:
 - Schedule "A" – the MCCAC MEM Partnership Grant Application
 - Schedule "B" – the MCCAC MEM Program Funding Agreement
 - Schedule "C" – the Regional Municipal Energy Manager Job Description

3. M.D. of Bonnyville Responsibilities

- 3.1. The M.D. shall provide, or shall cause to be provided, the services of the Municipal Energy Manager position as detailed in Schedule "C" to the Village and the City shared proportionately between the three parties.
- 3.2. The estimated proportional sharing of the position will be limited by the following:
 - 3.2.1. The City of Cold Lake costs not to exceed \$11,000 per year.
 - 3.2.2. The Village of Glendon costs not to exceed \$3,000 per year.
- 3.3. The M.D. shall cause the services to be performed in accordance with and subject to the terms and conditions contained in this Agreement to a professional and workmanlike standard in accordance with all applicable Federal, Provincial, Municipal legislation, regulations, and codes, and M.D. bylaws, policies and procedures, including all regulations passed thereunder.
- 3.4. The M.D. shall maintain a record of all the work-time of the Municipal Energy Manager allocated and actualized between the three parties within the regular work hours of the M.D. Each party is responsible for 20 percent of the hourly wage associated with their actualized time amount.

- 3.5. The M.D. shall provide the Village and the City with a monthly summary report of the Municipal Energy Manager's allocated and actualized work-time between the three parties and an invoice for their corresponding expenses for his/her wages on a quarterly basis.
- 3.6. The M.D. shall, at its sole cost and expense, provide and maintain Workers' Compensation coverage, the employer contribution portions of CPP and EI, and averaging vacation pay as per Alberta Labour Standards for the Municipal Energy Manager position throughout the Term.
- 3.7. The M.D. shall, at its sole cost and expense and discretion, provide the work materials required by the Municipal Energy Manager position to perform his/her duties such as transportation, mobile computer, and cellular device.
- 3.8. The M.D. shall familiarize the Municipal Energy Manager position with the terms of the **Occupational Health and Safety Act** R.S.A. 2000 Chapter O-2, together with all regulations passed thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The M.D. shall, to the extent required by the **Occupational Health and Safety Act**, establish and maintain a Health and Safety system or process to ensure compliance with the Act by itself and any employees engaged to provide services.

4. **City of Cold Lake Responsibilities**

- 4.1. The City agrees to provide the Municipal Energy Manager position with adequate workspace, when required, at the sole cost and expense and discretion of the City.
- 4.2. The City agrees to pay the M.D. 20 percent of the hourly wage of the Municipal Energy Manager position associated with the actualized amount of work-time the position provides to the City.
- 4.3. The level of service provided by the Municipal Energy Manager position shall be subject to review by the M.D. at all times.
- 4.4. The City shall provide a performance update or review of the Municipal Energy Manager position to the M.D. on a quarterly basis.
- 4.5. The City shall, to the extent required by the **Occupational Health and Safety Act**, establish and maintain a Health and Safety system or process to ensure compliance with the Act by itself, any employees engaged to provide services, and by the Municipal Energy Manager position while providing services to and for the City.

5. **Village of Glendon Responsibilities**

- 5.1. The Village agrees to provide the Municipal Energy Manager position with adequate workspace, when required, at the sole cost and expense and discretion of the Village.
- 5.2. The Village agrees to pay the M.D. 20 percent of the hourly wage of the Municipal Energy Manager position associated with the actualized amount of work-time the position provides to the Village.
- 5.3. The level of service provided by the Municipal Energy Manager position shall be subject to review by the M.D. at all times.

- 5.4. The Village shall provide a performance update or review of the Municipal Energy Manager position to the M.D. on a quarterly basis.
- 5.5. The Village shall, to the extent required by the ***Occupational Health and Safety Act***, establish and maintain a Health and Safety system or process to ensure compliance with the Act by itself, any employees engaged to provide services, and by the Municipal Energy Manager position while providing services to and for the Village.

6. **Liability and Indemnity**

- 6.1. Each party shall indemnify and hold harmless the other parties together with its employees, agents, officers, representatives, elected officials and insurers from and against any and all claims, including but not limited to penalties, fines and other liabilities, damages, costs (including, without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly out of any breach of this Agreement by the indemnifying party, willful misconduct by the indemnifying party, or negligent performance by the indemnifying party of its obligations under the terms of this Agreement including anything done, permitted or omitted to be done by the indemnifying party, its officers, agents, employees and sub-contractors, whether occasioned by negligence or otherwise.
- 6.2. The obligations under section 6.1 above shall survive the termination of this Agreement for any reason whatsoever and shall remain binding upon the parties until all such obligations are satisfied in full.

7. **Miscellaneous**

- 7.1. The M.D. is acting as the lead partner in this joint project and shall not be deemed to be a contractor, employee, or agent of the other parties.
- 7.2. No party has the authority to bind the other parties.
- 7.3. The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire agreement between the parties. Words within this Agreement importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document and shall not affect the enforceability of the remainder of this Agreement.
- 7.4. Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notices shall be served by one of the following means:
 - 7.4.1. personally by delivering the Notice to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notices shall be deemed received when actually delivered as aforesaid;
or

- 7.4.2. by e-mail, telecopier or by any other electronic method by which a written or recorded message maybe sent, directed to the party on whom it is to be served at that address set out herein; or
- 7.4.3. by mailing via first class registered post, postage prepaid to the party on whom it is served. Notices so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received to the following addresses:

to the M.D. of Bonnyville at:

Bag 1010, Bonnyville, Alberta T9N 2J7
Attention: Luc Mercier, CAO

to the City of Cold Lake at:

5505 55 Street, Cold Lake, Alberta T9N 2J7
Attention: Kevin Nagoya, CAO

to the Village of Glendon at:

Box 177, Glendon, Alberta T0A 1P0
Attention: Melody Kwiatkowski, CAO

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

- 7.5. Notwithstanding any other provision within this Agreement or the termination or expiry of this Agreement, the Village, the City, and the M.D. acknowledge that all information and records compiled or created under this Agreement are subject to the provisions of the ***Freedom of Information and Protection of Privacy Act*** R.S.A. 2000, Chapter F-25. If a request from the other party (the requesting party) is received for any of this information or records which remain in the custody of the party to whom the request is made, that party shall forward the information and records to the requesting party within five (5) calendar days of receipt of the request.
- 7.6. This Agreement is not assignable, either in whole or in part.
- 7.7. Any term or condition of this Agreement may be amended or added by exchange of letters signifying mutual agreement between the parties to amend or add such term and condition and all other terms and conditions of this Agreement shall remain unchanged.
- 7.8. This Agreement shall be governed by the laws of the Province of Alberta.
- 7.9. If any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from the Agreement and the remainder of the Agreement shall continue in full force and effect.
- 7.10. The waiver of any breach or default shall not constitute the waiver of any subsequent breach or default by either party.

7.11. This Agreement constitutes the entire Agreement between the parties and there have been no additional representations or warranties.

IN WITNESS WHEREOF the parties have hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

**MUNICIPAL DISTRICT OF BONNYVILLE
NO. 87**

Per: _____
Reeve – Greg Sawchuk
C/S

Per: _____
CAO – Luc Mercier

CITY OF COLD LAKE

Per: _____
Mayor – Craig Copeland
C/S

Per: _____
CAO – Kevin Nagoya

VILLAGE OF GLENDON

Per: _____
Mayor – Laura Papirny
C/S

Per: _____
CAO – Melody Kwiatkowski

SCHEDULE "A" – MCCAC MEM PARTNERSHIP GRANT APPLICATION

SCHEDULE "B" – MCCAC MEM PROGRAM FUNDING AGREEMENT

SCHEDULE "C"- REGIONAL MUNICIPAL ENERGY MANAGER JOB DESCRIPTION