

MINUTES OF BOARD OF DIRECTORS' MEETING

Held in the Boardroom of the Palliser Regional Municipal Services (PRMS) Building; Hanna, Alberta,
Monday the 13th day of January 2020, at 9:00am.

Board Members Present

Mr. George Glazier
Mr. Larry Stickel
Mr. Dale Kent
Ms. Kristyne De Mott
Mr. Aaron Skappak
Mr. Dennis Kuiken

Representing

County of Paintearth No. 18
Town of Hanna
Village of Halkirk
Town of Drumheller
M.D. of Acadia No. 34
Village of Acme

Board Members Absent

Mr. Brad Slorstad

Representing

Special Area #2

Guests

Rick McDonald; J.R. McDonald & Associates Inc.
James Davies; James Consulting Group

Administration Present

Mr. Tim Fox, Interim CEO

1. Call to Order

George Glazier welcomed the PRMS board members and administration and called the meeting to order at 9:00am.

2. Approval of Agenda

The January 13, 2020 board meeting agenda was reviewed.

MOTION BY: Mr. Larry Stickel

"The January 13, 2020 board meeting agenda is accepted as circulated."

CARRIED

3. Approval of Board Meeting Minutes of December 6th, 2019

The minutes of the December 6th, 2019 Board Meeting were reviewed for errors and omissions.

MOTION BY: Mr. Larry Stickel

"The December 6th, 2019 board meeting minutes are approved as circulated."

CARRIED

4. Approval of Board Meeting Minutes of December 12th, 2019

The minutes of the December 12th, 2019 Organizational Board Meeting were reviewed for errors and omissions.

MOTION BY: Mr. Dale Kent

"The December 12th, 2019 board meeting minutes are approved as circulated."

CARRIED

5. Business Update

a) Interim CEO Report – Tim Fox

Tim provided an IT support update; Battle River and Sheerness Gas Plant Conversions – Safety Codes inspection fees; ACP Grant IDP update; staff participation in Paintearth County MDP and LUB planning review open houses; Board Policies (current and proposed) discussion about a review; and computer work station requirements.

6. New Business

a) **PRMS Safety Codes Contract – Superior Safety Codes Inc.**

MOTION BY: Mr. Dennis Kuiken

“That Palliser Regional Municipal Services approve to extend the original contract with Superior Safety Codes Inc., to provide safety codes services to PRMS for an additional period beginning January 1, 2020 and ending on June 30, 2020.”

CARRIED

b) **Emergency Purchase of Software Backup equipment and workstation**

MOTION BY: Mr. Dennis Kuiken

“That Palliser Regional Municipal Services Co. Ltd. acknowledges and ratifies the emergency purchase of the following computer equipment; net work server and software/licenses (\$18,090.23) in order to provide adequate and safe storage of Palliser Regional Municipal Services’ computer software data and functionality, and a new computer work station (est. \$4,224.00) from Reality Bytes.

CARRIED

In Camera.

MOTION BY: Mr. Kristyne De Mott

“That Board Moves in Camera at 9:45am.”

CARRIED

MOTION BY: Mr. Dale Kent

“That Board rises from in Camera at 10:02am.”

CARRIED

c) **2020 Cost of Living Adjustment**

MOTION BY: Ms. Kristyne De Mott

“That Palliser Regional Municipal Services approve a Cost of Living increase to all staff, effective January 1, 2020 at the rate of 1.75%.”

CARRIED

d) **Staff Benefits through Equitable Life Canada**

MOTION BY: Mr. Aaron Skappak

“That Palliser Regional Municipal Services contract Perlinger Group Benefits to provide the group Benefit Plan with Equitable Life Canada for Life Insurance, AD&D, Dependent life, Long term disability, Extended Health Care, Dental and add Vision care, as presented for PRMS effective March. 1, 2020 through Equitable Life Canada.”

CARRIED

Rick McDonald of J.R. McDonald & Associates Inc. entered the meeting.

In Camera

MOTION BY: Mr. Larry Stickel

“The Board moves in camera.to receive Rick McDonald of J./R. McDonald & Associates Inc. Corporate Review report.” at 10:15am.

CARRIED

MOTION BY: Mr. Dennis Kuiken

“The Board rises from in camera.” at 11:56am.

CARRIED

RECESSED FOR LUNCH

BOARD MEETING RECONVENED at 1:00pm

James Davies of James Davies Consulting Group entered the meeting.

In Camera

MOTION BY: Mr. Larry Stickel

"The Board moves in camera." at 1:00pm.

CARRIED

MOTION BY: Ms. Kristyne DeMott

"The Board rises from in camera." at 2:45pm.

CARRIED

e) Rick McDonald of J./R. McDonald & Associates Inc. Corporate Review report

MOTION BY: Mr. Larry Stickel

"That Palliser Regional Municipal Services receive the Corporate Review report from Rick McDonald of J./R. McDonald & Associates Inc."

CARRIED

MOTION BY: Ms. Kristyne De Mott

"That Palliser Regional Municipal Services provide the executive summary of the Corporate Review report from Rick McDonald of J./R. McDonald & Associates Inc. to PRMS staff and PRMS membership appointed members."

CARRIED

7. Next Meeting – at the call of the Chairman.

8. Adjournment –

MOTION BY: Mr. George Glazier

"The Board of Directors' meeting is hereby adjourned." at 3:00pm.

CARRIED


Tim Fox, PRMS Interim CEO and Recording Secretary


George Glazier, PRMS Board Chairman



BOARD OF DIRECTORS MEETING

AGENDA

January 13, 2020 at 9:00AM

Palliser Regional Municipal Services Boardroom

Hanna, Alberta

-
1. Approval of January 13, 2020 Agenda
 2. Approval of Board of Director's Minutes of Dec 6, 2019 and Dec 12, 2019
 3. Business update
 - a. Interim CEO Report
 4. New business
 - a. PRMS Safety Codes Contract Extension with Superior Safety Codes Inc.
 - b. Purchase of new server, email software and backup equipment
 - c. 2020 Cost of Living Adjustment
 5. Correspondence – County of Wetaskiwin; RFP for Planning Services
 6. In Camera
 - Delegation: Rick McDonald of J.R. McDonald & Associates Inc. – 10:00am
Presentation of final executive review
 - James Davies of Davies Consulting Group – 1:00pm
Executive search for CEO – consultant's recommendations
 - Staffing positions
 - Staff benefits
 7. Next Meeting
 8. Adjournment



Date: January 13, 2020

To: Palliser Regional Municipal Services Board of Directors

From: Tim Fox, CEO

RE: Board Meeting CEO Report

IT support update

The 2 backup units (\$2400.00 and backup test \$240.00 plus gst) are now going to be able to be utilized.

(The Cisco Meraki router and license cost was 2,633.00) I will continue to see what can be done for reimbursement.

I have approved the purchase of Office 365 for \$1,156.68, essentially these updates provide an email system for the office that was previously run under an unsecure free program. I have also approved QNAP on-site network storage for secure backups of Palliser data for \$2,204.00, and as mentioned to the Board, the replacement of a new server for Palliser for \$14,729.55 as the old server was going to be obsolete and unusable in 2020. I have written a Request for Decision for these upgrades.

Mapping of the drives and data is mostly complete now.

Activities:

Battle River and Sheerness Gas Plant Conversions – Safety Codes inspection fees

I am pleased to inform the Board that an agreement has been reached between PRMS/Superior Safety Codes and Heartland Generation for inspection services. Originally based on Superior Safety Codes fee schedule, the fees for inspection services were going to be completely unreasonable and unacceptable to Heartland Generation (400K+ for each conversion). An agreement was finally reached between all of the parties; \$45,000.00 for each of Sheerness and the one Battle River conversion (distribution of the 45K; - 15K for Palliser and 30K for Superior as opposed to Heartland obtaining accreditation themselves and not requiring Superior's services).

ACP Grant IDP update

Currently working with Special Areas to see whether they wish to proceed, or not proceed, with their IDPs. Working on finalizing a consultant to complete the IDPs with Drumheller/Starland/Kneehill.

County of Paintearth

The County of Paintearth is hosting a series of townhall meetings January 13,14,15,16 of which we will endeavor to have staff attend as observers and support.

Board Policies (current and proposed)

I will provide copies of current PRMS policies at the board meeting, and I am working on some new policies for the Board to consider. With a full agenda January 13, 2020, I felt that this is something we could look at in more depth at the next meeting of the Board.

Workstation

I will need to bring in a workstation for the vacant planner position and while the board approved a lap top last year for Ross, it has not been purchased yet. I would like to upgrade the original scope of that approved motion and provide Devin with a workstation that has the capability to run the Web Map GIS component and be used for off-site presentations, rather than limiting him to a stand-alone computer here at PRMS. This means an increase in cost of approximately \$2,000.00 (total of \$4,224.00) to the original approval of the lap top purchase.

This purchase will work into being able to use a computer for the board room as the current think pads are not capable anymore (as experienced at the last annual mtg presentation.



8888872983

Quote AAAQ1035

Prepared For:

Palliser Regional Municipal Services Ltd.
Devin Diano
Phone: (403) 854-3371
115 Palliser Trail
P.O. Drawer 1900
Hanna, AB T0J 1P0
ddiano@palliserservices.ca

Prepared By:

Reality Bytes Sales Dept.
Phone:
Fax:
Email: sales@realitybytesinc.com






Below is the interactive version of the quote, you can choose options and see the quote totals.



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
System/Peripherals/Warranty				\$2,945.09
1	Lenovo ThinkPad T490s 20NX001TUS 14" Notebook - 1920 x 1080 - Core i5 i5-8265U - 16 GB RAM - 512 GB SSD - Black - Windows 10 Pro 64-bit - Intel UHD Graphics 620 - In-plane Switching (IPS) Technology - English (US) Keyboard - Infrared Camera - Bluetooth		\$2,259.00	\$2,259.00
1	Lenovo On-Site + Accidental Damage Protection + Keep Your Drive + Sealed Battery + Premier Support - 3 Year Extended Service - Service - On-site - Maintenance - Parts & Labor - Physical, Electronic Service		\$239.00	\$239.00
1	Lenovo ThinkPad USB-C Dock Gen 2 - for Notebook - 60 W - USB Type C - 5 x USB Ports - 2 x USB 2.0 - Network (RJ-45) - HDMI - DisplayPort - Wired		\$345.99	\$345.99
1	Natural Ergonomic Keyboard 4000 Win32 USB Port English Hardware CD, Wired		\$59.95	\$59.95
1	Microsoft Wireless Sculpt Mouse		\$39.95	\$39.95
1	Electronics Recycling Alberta Surcharge for Laptops and Electronic Notebooks		\$1.20	\$1.20
Monitors				\$1,084.99
<input checked="" type="checkbox"/> 3	Designed for professionals, this Full HD display with IPS technology minimizes colour shifts and provides outstanding picture quality from virtually any viewing angle. 24-inch anti-glare LED LCD IPS panel monitor 1920 x 1080 display resolution 1,000:1 contrast ratio 178-degree Horizontal/178-degree Vertical viewing angle 1.2W x 2 speakers Ports: HDMI, DisplayPort, DVI Dimensions: 21.8" x 9.4" x 15.1", 12.6 lb 3-Year Limited Warranty		\$250.00	\$750.00
<input checked="" type="checkbox"/> 1	Triple Monitor Stand - Crossbar - Steel & Aluminum - For VESA Mount Monitors up to 27in - Computer Monitor Stand - 3 Monitor Arm - 23.95 kg Load Capacity - 18.20" (462.28 mm) Height x 11.80" (299.72 mm) Width - Desktop, Freestanding - Aluminum, Steel, Plastic - Black		\$322.99	\$322.99
<input checked="" type="checkbox"/> 3	Visual Displays up to 29" Electronics Recycling Alberta Surcharge,		\$4.00	\$12.00

Setup and Deployment

\$194.00

1	Instore setup of machine - all updates, agent, installation of software	\$44.00	\$44.00
1.5	Onsite visit to install system, monitors, domain join system and prepare for end user.	\$100.00	\$150.00

Update

SubTotal: \$4,224.08
Shipping: \$0.00
PST: \$0.00
GST: \$211.21

Total: \$4,435.29

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

☐ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 199.96.89.72

PO Number
(Optional; Enter PO Number as your reference only.)

Comments

Email Address

Printed Name

Signature

Click to Accept

Uploads Area



REQUEST FOR DECISION PALLISER REGIONAL MUNICIPAL SERVICES LTD.

Agenda Item: Safety Codes Contract Extension

Issue:

To extend our safety Codes Contract with Superior Safety Codes

Recommendation:

That Palliser Regional Municipal Services approve to extend the Original Contract to provide safety codes services for Palliser with Superior Safety Codes Inc. for an additional period, beginning January 1, 2020 and ending on June 30, 2020.

General:

The Original Contract, which is attached hereto as a part of this Extension, is described below and ends on December 31, 2019. Superior Safety Codes Inc. has provided our permit and inspection services and agrees to continue with our services and should be extended at this time until further Direction of the Board is provided.

Financial:

No additional cost at this time.

Policy/Legislation

The existing contract has expired and needs to be extended.

Target Decision Date

January 13, 2020

Prepared By

Tim Fox Interim CEO

Extension of Contract

BETWEEN:

Town of Drumheller

"The Municipality"

- and -

Superior Safety Codes Inc.

"The Agency"

This EXTENSION OF CONTRACT ("Extension") is made this ____ day of _____, 2019, for the purpose of extending the contract dated January 1, 2017 ("Original Contract") between the Town of Drumheller and Superior Safety Codes Inc. (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below and ends on December 31, 2019. Superior Safety Codes Inc. has provided our permit and inspection services and agrees to continue with our services.
2. The Parties agree to extend the Original Contract for an additional period, beginning January 1, 2020 and ending on June 30, 2020.
3. This Extension binds and benefits both Parties and any successors or assigns.

This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract remain unchanged.

Superior Safety Codes Inc.

(Printed Name)

(Signature)

Dated: _____, 20____

Town of Drumheller

(Printed Name)

(Signature)

Dated: _____, 20____

Extension of Contract

BETWEEN:

Palliser Regional Municipal Services

"The Municipality"

- and -

Superior Safety Codes Inc.

"The Agency"

This EXTENSION OF CONTRACT ("Extension") is made this ____ day of _____, 2019, for the purpose of extending the contract dated January 1, 2017 ("Original Contract") between Palliser Regional Municipal Services and Superior Safety Codes Inc. (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below and ends on December 31, 2019. Superior Safety Codes Inc. has provided our permit and inspection services and agrees to continue with our services.
2. The Parties agree to extend the Original Contract for an additional period, beginning January 1, 2020 and ending on June 30, 2020.
3. This Extension binds and benefits both Parties and any successors or assigns.

This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract remain unchanged.

Superior Safety Codes Inc.

(Printed Name)

(Signature)

Dated: _____, 20____

Palliser Regional Municipal Services

(Printed Name)

(Signature)

Dated: _____, 20____

SAFETY CODES SERVICES AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS 20th DAY OF December, 20 16

BETWEEN:

M.D. of Acadia	Village of Empress	County of Paintearth
Village of Acme	Village of Halkirk	Village of Rockyford
Village of Carbon	Town of Hanna	Special Areas #2, #3, & #4
Town of Castor	Village of Hussar	Village of Standard
Village of Cereal	Village of Linden	Starland County
Village of Consort	Village of Morrin	Town of Trochu
Town of Coronation	Village of Munson	Village of Veteran
Village of Delia	Town of Oyen	Village of Youngstown

115 Palliser Trail
P.O. Drawer 1900
Hanna, AB T0J 1P0
"The Municipality"

-and-

SUPERIOR SAFETY CODES INC.
14613-134 Avenue
Edmonton, AB T5L 4S9
"The Agency"

RECITALS

1. Palliser Regional Municipal Services, hereafter known as "The Municipality", being an Accredited Municipality pursuant to the Safety Codes Act requires an Accredited Agency to provide Services within the corporate boundaries of the Municipality for the:

- **Building**
- **Electrical**
- **Plumbing**
- **Gas**

Disciplines in accordance with the Act and Schedule "A", being the Municipality's Quality Management Plans and Schedule "B", being the Municipality's Fee Schedule (attached).

Services included under this Fee Schedule are:

- Compliance
- Appeal
- Emergency
- Enforcement (up to 8 hours; \$125.00/hour after 8 hours)
- Investigation

66.

Costs for extra services, such as; Consultative Services, (Non-Permitted Plans Reviews etc.) and Issuance of Variances, will be billed directly to the applicant by the Agency at the current rate.

2. The Agency agrees to provide those Services and has the right to conduct Services for the Municipality within the corporate boundaries of the Municipality and to be compensated for these services; and,
3. The Municipality agrees to exclusively engage the Agency for the delivery of the Services listed in Recital Clause 1, pursuant to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the said parties covenant and agree as follows:

1 INTERPRETATIONS

1.1 Definitions

- a) "Accredited Agency " means a Corporation designated as an accredited agency under the Act;
- b) "Accredited Municipality" means a municipality that is designated as an accredited municipality under the Act;
- c) "Act" means the Safety Codes Act, as amended from time to time, including all regulations and codes enacted thereunder, or any other statute enacted in substitution therefore;
- d) "Agency" means Superior Safety Codes Inc. carrying on business as Superior Safety Codes Inc.;
- e) "Agreement" means this document, Schedule A (the Quality Management Plans for the Municipality) and Schedule B (the Fee Schedule) as amended from time to time;
- f) "Commencement Date" is the date this Agreement was accepted and executed by the Municipality, as indicated on this Agreement;
- g) "Events of Default" means any one or more of the Events of Default specified in Article 5 hereof;
- h) "Permit Regulation" means Alberta Regulations, A.R. 204/2007 as amended;
- i) "QMP Manager" means the person designated by the Municipality pursuant to Clause 3.21.a of this agreement and the " person responsible" under Schedule A;
- j) "Record" means an intelligible record of information in any form, including notes, books, documents, maps, drawings, photographs, letters, vouchers, permits, and papers and any other information that is written, photographed, recorded or stored on any manner, but does not include software or any other mechanism that produces records;
- k) "Safety Codes Officer" (SCO) means an individual designated as a safety codes officer under the Act;
- l) "Services" means the functions, duties, tasks, and responsibilities as described in this Agreement and the Act, and without limiting the generality of the foregoing, includes the provisions of inspections and compliance monitoring services as listed in Clause 3.1.a.
- m) "Term" has the meaning attributed thereto in Clause 4.1.a

1.2 Rules of Interpretation

- a) In this agreement, unless expressly stated to the contrary or the context otherwise requires:
 - i) a reference by numerical or alphabetical designation or both to an Article, Clause, Section, Subsection, Paragraph or Schedule shall refer to the Article, Clause, Section, Subsections, Paragraph or Schedule bearing that designation in this Agreement;

- b) All monetary amounts refer to the lawful currency of Canada;
- c) Any reference to all or any part of any statute or regulation refers to the parts, statute or regulation as amended or re-enacted from time to time;
- d) References to "parties" shall mean the parties to this Agreement and a reference to a "party" shall mean one of the parties to this Agreement.

2 APPOINTMENT

Pursuant to the provisions of the Agreement, the Municipality hereby exclusively appoints the Agency for the purpose of performing Services, during the Term of this Agreement, in the discipline(s) listed in Recitals Clause 1. This agreement may include any other disciplines that the Municipality may adopt under the Safety Codes Act.

3 AGENCY SERVICES AND COMMITMENTS

3.1 Agency Duties

- a) The Agency shall:
 - i) provide effective and appropriate Services, in the Municipality, in accordance with the provisions of this Agreement and the Act. Further, the Agency acknowledges that it must render Services in accordance with the Municipality's Quality Management Plans attached as Schedule "A" to this Agreement. The Services shall be provided within the scope of the Agency's accreditation under the Act and the level of certification and designation of powers of the Safety Code Officers the Agency employs;
 - ii) establish and maintain management, administrative and technical expertise as required to provide the Services under this Agreement;
 - iii) complete the performance of all Services for all the permits issued under this Agreement on or before the date of expiry or termination of this Agreement; unless in the event of termination or expiry a transition plan has been executed in accordance with Clause 5.3.b of this Agreement;
 - iv) maintain a primary office location whose address is identified on page one of this Agreement where it shall securely store all records associated with this Agreement and the Services provided hereunder; and
 - v) maintain electronic files in the form as required by the Municipality using the software and program as determined by the Municipality; and
 - vi) maintain toll free telephone and facsimile numbers for the use by the Municipality and municipal residents.

3.2 Agency Performance

- a) The Agency shall, as outlined in this Clause:
 - i) perform the Services in an effective and timely manner in accordance with Clause 3.5;
 - ii) endeavor to work co-operatively with the owner (the owner is the person/persons or company as listed on the certificate of title) and/or the owner's representative(s) to achieve compliance with the Act; and
 - iii) perform the Services with impartiality and integrity, and in a professional and ethical manner.

3.3 Agency Personnel

- a) The Agency shall, as outlined in this Clause:
- i) employ persons knowledgeable about the applicable codes, standards and regulations, relative to Services it provides;
 - ii) employ or engage Safety Codes Officers (SCOs) who are certified and designated (received appropriate designation of powers) to provide compliance monitoring relative to the Services the Agency provides;
 - iii) maintain a registry of all SCOs they employ, and their level(s) of certification, and designation of powers.

3.4 Quality Management Plan Training

- a) The Agency shall:
- i) train its SCOs in the requirements of the Municipality's QMP appropriate to their discipline and Services;
 - ii) maintain the training records on the Agency SCO file;
 - iii) ensure its SCOs have ongoing access to a current copy of the Municipality's QMP appropriate to their discipline and Services.

3.5. Compliance Monitoring

- a) The Agency shall monitor compliance through a program of plans examination (when applicable), site inspection and follow-up inspections or verification of compliance (when applicable), to provide a degree of assurance of compliance with the Act and associated codes and standards.
- i) the Agency SCO shall:
- endeavor to inspect by the second (2nd) working day following the date of receipt of a request for an inspection and will not exceed five (5) working days;
 - inspect to determine if the work under a permit complies with the Act and relevant codes and standards;
 - inspect at the stage(s) indicated in the discipline specific sections of the QMP; and,
 - inspect all work in place at the time of inspection.
- b) The time frame for required site inspections for the permit may be extended with written permission from the QMP Manager on an individual basis.
- c) The Agency SCO shall provide inspections in accordance with the QMP and on the following basis:
- Inspection Stages: - Building Discipline; New Construction – Foundation, Framing/HVAC and Final
- Electrical Discipline; New Construction – Rough-in and Final
- d) The Agency SCO shall, for each inspection required by the QMP:
- i) complete an inspection report as accepted by the QMP Manager;
 - ii) provide copies of inspection reports to the permit applicant, contractor, owner (if requested), Municipality and the Agency file;
 - iii) perform follow-up inspections as required by the QMP,
 - iv) upon confirmation that a thing, process or activity to which the Act applies is in compliance with the Act, permanently affix a record of inspection to the installation in an obvious location.
- e) The Agency SCO shall record on the inspection report:
- i) the stage(s) of work being inspected;

- ii) a description of the work in place at the time of inspection; and
 - iii) all observed Deficiencies or Unsafe Conditions.
- f) The Agency SCO shall take appropriate action to have Deficiencies or Unsafe Conditions corrected in a timely manner.
- g) A **deficiency** is any condition where the work does not comply with the Act and in the opinion of the SCO, is not an Unsafe Condition.
- h) An **unsafe condition** is any condition that, in the opinion of the SCO, could endanger the life, limb, or health of any person authorized or expected to be on the premises.
- i) A **completed file** is a file that may be considered complete when the conditions of the QMP are met and safety is no longer a concern.

3.6 Consultative Services

- a) The agency shall provide consultative services to municipal residents, including:
 - i) technical advice;
 - ii) advice and interpretation on related codes and standards.

3.7 Situations of Imminent Serious Danger

- a) If a situation of imminent serious danger to persons or property because of any thing, process or activity to which the Act applies, is observed.
 - i) the Agency's SCO will immediately exercise any powers under the Act to mitigate the situation in a reasonable manner; and
 - ii) the Agency may apply to the QMP Manager for relief from the costs incurred when mitigating the situation pursuant to Section 47 of the Act. The decision of whether to grant relief shall be at the discretion of the QMP Manager.

3.8 Orders

- a) The Agency shall employ appropriately certified SCOs to issue orders in conformance with Part 5 of the Act. In addition to the requirements of Orders under Part 5 of the Act the Agency will:
 - i) first make every reasonable effort to facilitate conformance with the Act;
 - ii) issue an order in the format accepted by the QMP Manager;
 - iii) on issuance of an order, immediately provide a copy to the QMP Manager and the Technical Administrator in the appropriate discipline appointed under the Act;
 - iv) make the Agency SCOs available to attend appeal hearings with the Safety Codes Council on any orders issued; and
 - v) carry out an order in accordance with the Act.

3.9 Variances

- a) The Agency's SCOs may, upon written request from the owner, issue a variance. The Agency's SCO, when issuing a variance shall:
 - i) issue a variance in conformance with Section 38 of the Act and Safety Codes Council policy;
 - ii) issue a variance only on a project where the Municipality has issued a permit;
 - iii) issue a variance in the format accepted by the QMP Manager;
 - iv) ensure a variance provides an equivalent or greater level of safety;

- v) issue a variance only for site specific applications;
- vi) record the details of a variance in the project file;
- vii) provide copies of a variance to the person(s) requesting the variance, the QMP Manager, the owner, the Technical Administrator, and;
- viii) issue a variance only when the safety or rights of others is not compromised; and
- ix) issue a variance only when it does not have a broad scope or impact on provincial basis.

3.10 Records

- a) The Agency shall maintain a file system, to the satisfaction of the QMP Manager, for all the records associated with performing the Services including:
 - i) permit applications and permits;
 - ii) plans, specifications, and other related documents;
 - iii) plans review reports;
 - iv) requests for inspections;
 - v) inspection reports;
 - vi) verification of compliance;
 - vii) variance;
 - viii) orders;
 - ix) related correspondence and/or other relevant information.

3.11 File Flow

- a) upon approval of a development application, the Municipality will submit the file to the Agency for review and follow-up on required Safety Codes permits.

3.12 Ownership of Records

- a) All Records and other materials whatsoever related to the Services provided under this Agreement are the property of the Municipality and will be given to the QMP Manager immediately upon request.
- b) The Municipality has full and unfettered access to all records of the Agency relating to the provision of Services under this Agreement including the right to enter the Agency's premises at any reasonable time in order to inspect, review or retrieve such records.

3.13 Records Management

- a) The Agency shall:
 - i) abide by all provisions of the Freedom of Information and Protection of Privacy Act in the course of carrying out its Services under this Agreement. All requests for information initiated under that statute shall be conducted through the QMP Manager. The Agency shall immediately forward all requests for information under that statute to the QMP Manager;
 - ii) respond to any requests by the Municipality for records, to respond to a request, under the Freedom of Information and Protection of Privacy Act as directed by the QMP Manager within two days of a request being received by the Agency or Municipality;
 - iii) disclose the information only with the consent of the QMP Manager; and

- iv) maintain all Records in a manner acceptable to the QMP Manager prescribed in Clause 3.10.
- b) The QMP Manager has the right to periodically audit the records management procedures of the Agency relating to the provision of Services pursuant to this Agreement at times to be determined by the QMP Manager. In the event that the QMP Manager performs an audit and is of the opinion that the Agency's records management system is inadequate, the QMP Manager may direct the Agency to take such steps that the QMP Manager views are necessary to remedy the inadequacy.
- c) The Agency shall keep and maintain in accordance with generally accepted accounting principles, complete and accurate books, records and accounts of all costs, expenditures and commitments relating to this Agreement and on demand provide to the Municipality these documents to examine, audit and take copies and extracts. The said books, records, and accounts shall be in the form acceptable to the QMP Manager and contain all information specified by the QMP Manager.
- d) The Agency and its Directors, Officers, employees, and agents shall keep strictly confidential all information concerning the Municipality or any third parties, or any of the business or activities of the Municipality or any third parties acquired as a result of participation in the Agreement and the Agency may only use, copy or disclose such information upon written authorization of the QMP Manager.
- e) The Agency shall maintain security standards, including control of access to Records, data and other information as required by the QMP Manager.

3.14 Collection and Payment of Fees

- a) The Agency covenants and agrees to perform Services as described in the Agreement in accordance with Schedule A of this Agreement (the Municipal Quality Management Plan).
- b) The Municipality shall collect permit fees in accordance with Schedule B (the Municipality Fee Schedule). Then as work is completed, the Agency will invoice the Municipality for their share.
- c) The Municipality agrees to pay the Agency remuneration in the amount as set forth in Schedule B (the Agency Fee Schedule).
- d) The Agency will charge Goods and Services Tax (GST) on all services invoiced to the municipality in accordance with CCRA guidelines.
- e) Permit fees may be reviewed on an annual basis if inflation exceeds 3%.

3.15 Workers' Compensation Coverage

- a) Prior to the Agency commencing the provision of Services under this Agreement, the Agency shall provide written certification of current and appropriate Worker's Compensation coverage through an account in good standing with the Alberta Worker's Compensation Board (WCB). The Agency shall maintain the account in good standing throughout this Agreement.

3.16 Regulatory Requirements

- a) The Agency shall comply with the requirements of the municipal, provincial and federal legislation, which includes, but is not limited to, the provincial Employment Standards Code, Labour Regulations Codes, and the Occupational Health and Safety Act.

3.17 Insurance

- a) Without limiting or restricting any obligations, responsibilities or liabilities under this Agreement, the Agency shall provide, maintain and pay for insurance coverage in accordance with the Alberta Insurance Act and be in a form acceptable to the Municipality.
- b) The Agency shall provide:
 - i) comprehensive or commercial general liability insurance within limits of not less than \$5,000,000.00 (Five Million Dollars) inclusive per occurrence, and annual aggregate, if any, of not less than that \$10,000,000.00 (Ten Million Dollars) insuring against personal injury, bodily injury and property damage (including loss of use thereof).
 - ii) "All Risks" Valuable Papers and Records insurance on all such items pertaining to the Services under this Agreement in an amount adequate to enable their reconstruction; and
 - iii) "Professional Liability/Errors and Omissions" insurance with limits not less than \$2,000,000.00 (Two Million Dollars) inclusive per occurrence.
- c) The Agency shall provide the Municipality, prior to commencing to provide Services under this Agreement, acceptable evidence of all required insurance.

3.18 Acknowledgements

- a) The Agency acknowledges that:
 - i) the Municipality will contract with no more than one (1) accredited agency;
 - ii) the Municipality may change its accreditation status under the Act.
- b) The Agency and Municipality acknowledge that:
 - i) they will maintain the Municipality's present first rights over Accredited Corporations throughout the term of this contract.

3.19 Relationship of Parties

- a) The Agency is an independent contractor and nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent contractor agreement between two parties at arm's length.

3.20 Notices

- a) Any notice to be made under this Agreement shall be deemed given to the other party if in writing and personally delivered, sent by prepaid registered mail, or sent by facsimile transmission, addressed as follows:

**Palliser Regional Municipal Services
115 Palliser Trail
Hanna, Alberta
T0J 1P0
Attention: Cynthia Cvik**

- and -

**SUPERIOR SAFETY CODES INC.
14613-134 Avenue
Edmonton, AB T5L 4S9
Attention: Terry Booth**

- b) The address of either party may be changed to any other address in Alberta by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivered or transmitted on a business day between 8:30 a.m. – 4:30 p.m. Mountain Standard Time. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any Post Office in Canada, except in the case of postal disruption, and then any notice or payment shall be given a telegram, facsimile transmission or personally served. In this paragraph, "business day" means any day except a Saturday, Sunday, or a statutory holiday.

3.21 Liaison

- a) The Municipality shall designate the QMP Manager as the Municipality's representative for this Agreement. The Agency will report and be accountable to the QMP Manager with respect to any activities performed under this Agreement.

3.22 Reports

- a) The Agency shall provide the Municipality with a report on any aspect of the Services, in the form and manner specified by the Municipality, upon request by the Municipality.

3.23 Indemnity and Hold Harmless

- a) The Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Agency or its employees in the performance of this Agreement, except if such damage or injury is caused by the Municipality, its agents, or employees.
- b) The Agency shall Indemnify the Municipality and all of the Municipality's Councilors, servants, agents, employees, and persons for whom the Municipality is in law responsible and shall hold each of them

legal fees (on a solicitor and own client basis) and disbursements due to, arising from or to the extent contributed to by any breach by the Agency of any provision of this, or any error, omission, negligent or unlawful act of the Agency, or the Agency's servants, agents, employees, contractors or persons for whom the Agency is in law responsible.

- c) The Agency shall not admit liability to a third party without obtaining the prior written consent of the Municipality and agrees to obtain the prior written consent of the Municipality prior to any settlements being made with any third party.

3.24 Performance Review

- a) The Municipality may audit or monitor the performance of the Agency to establish the Agency's conformance with this Agreement.
- b) The Agency shall co-operate with the Municipality during the course of a performance review and provide all reasonable support and assistance at the Agency's own expense.

3.25 Termination or Suspension of Agreement

- a) In addition to any other provision in this Agreement, this Agreement may be terminated by the Municipality effective immediately, for cause, upon notice to the Agency.
- b) In addition to any other provision in this Agreement, this Agreement may be terminated by either the Municipality or the Agency for any reason whatsoever upon ninety (90) days notice to the other party.
- c) Before a termination notice is given per Clause 5.1 a), the Municipality will first give the Agency a written warning and thirty (30) days to correct the issue.

4 TERMS

4.1 Term

- a) Subject to Clauses 3.25, 5.1 and 5.3 of this Agreement, this Agreement is in force on the Commencement Date of **January 1, 2017** and expires on **December 31, 2019** with a right of renewal upon written agreement of both parties. During the period that such renewal is being negotiated, the existing agreement shall remain in full force and effect.

harmless from and against any and all liabilities, claims, damages, losses, and expenses, including all legal fees (on a solicitor and own client basis) and disbursements due to, arising from or to the extent contributed to by any breach by the Agency of any provision of this, or any error, omission, negligent or unlawful act of the Agency, or the Agency's servants, agents, employees, contractors or persons for whom the Agency is in law responsible.

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b.b.

5 EVENTS OF DEFAULT

5.1 Cause

- a) Cause for termination or suspension of this Agreement includes, but is not limited to:
- i) failure of the Agency to observe or perform any covenant or provision to this Agreement for a period of five (5) days after written notice of same from the Municipality;
 - ii) without in any way limiting the provision of Clause 5.1.a.i, if in the opinion of the Municipality, the Agency repeatedly defaults in the timely performance of its obligations under this Agreement;
 - iii) if in the opinion of the Municipality, the Services performed by the Agency are unsatisfactory or are otherwise not in accordance with good industry practice, as determined by the Municipality acting reasonably;
 - iv) if in the opinion of the Municipality, the Agency is not or will not be in the position to perform all or any of the Services which are required or will be required during a specific period of time;
 - v) if the Agency becomes insolvent or commits an act of bankruptcy or makes an unauthorized assignment or bulk sale of its assets or if proceeding for the dissolution, liquidation, reorganization, arrangement or winding up of the Agency or the suspension of the operation of this business;
 - vi) if in the opinion of the Municipality, the Agency conducts itself in a manner that may harm the Municipality's image;
 - vii) non-performance or inadequate performance by the Agency of the Services;
 - viii) if in the opinion of the Municipality, the Agency fails to comply with the Act; or
 - ix) an inability of the Agency to provide effective and appropriate Services;
 - x) each of the events is hereby called an "Event of Default" and the Municipality may, by written notice to the Agency, forthwith terminate this Agreement, and except as otherwise provided all rights and obligations arising pursuant to this Agreement, shall be wholly terminated.
- b) In the event this Agreement is terminated, the Agency shall, upon the Municipality's request, within fifteen (15) days of the termination date, deliver to the Municipality all Records and Materials in its possession and control related to the provision of Services under this Agreement.
- c) The Agency shall immediately notify the Municipality in the event that:
- i) its accreditation under the Act is suspended or cancelled;
 - ii) it ceases to carry on business, becomes insolvent, files for bankruptcy, makes a voluntary assignment for the benefit of creditors, or a trustee or receiver and manager or liquidator is appointed for the Agency; or
 - iii) it ceases to provide the Services under this Agreement.
- d) Upon the occurrence of any of the events referred to in Clause 5.1.c, this Agreement is immediately terminated and the Agency shall immediately cease providing Services pursuant to this Agreement and deliver to the Municipality, at its own cost, all Records, systems and materials related to the provision of Services. Written confirmation of termination shall be forwarded to the Agency as soon as possible after the termination date.

5.2 Survival of Terms

- a) Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the expiry or termination date of this Agreement shall continue after such expiry or termination.

5.3 Transition Services

- a) The Agency shall perform the Services for all permits issued under any prior Authorization Agreement in the form and manner and within the time frames prescribed by the Authorization Agreement in effect on the date the permit was issued.
- b) Prior to or on the expiry or termination date of this Agreement, the Municipality shall forward a transition plan to the Agency that details how the Agency is to resolve these matters that may be outstanding as of the date of expiry or termination of this Agreement. Upon receipt of the transition plan, the Agency shall take the necessary steps to resolve those matters in accordance with the requirements of the transition plan (to the Municipality's satisfaction).

5.4 Amendment Provisions

- a) The parties shall not change this Agreement except by written mutual agreement, however the Municipality or its designate may add to, delete, vary or amend Schedule "A" or "B" by giving notice to the Agency in accordance with Clause 3.20 of this Agreement.
- b) The Municipality and the Agency agree that this Agreement will be amended as required to accommodate any changes to the Act, or Permit Regulation.

5.5 General

- a) Time is of the essence in this Agreement.
- b) The Agency shall ensure that its employees, subcontractors and agents comply with the provisions of this Agreement.
- c) Notwithstanding any other provisions in this Agreement, if the Agency fails to comply with the provisions of this Agreement, the Municipality may, without prejudice to any other remedy, correct such defaults at the expense of the Agency.
- d) The rights, remedies and privileges of the Municipality under this Agreement are cumulative and any one or more may be exercised.
- e) The waiver by the Municipality of the strict performance of any provision of this Agreement will not constitute a waiver or abrogate such or of any other provision of this Agreement nor will it be deemed a waiver of any subsequent breach of the same or any other provision Agreement.
- f) This Agreement shall be interpreted and applied in the courts and according to the laws in force in the Province of Alberta.
- g) Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it will be considered separate and severable from the remaining provisions of this Agreement, which will remain in force and binding as though the said provision had not been included.
- h) This Agreement shall not be assigned, in whole or in part, by the Agency without prior written consent of the Municipality.
- i) This Agreement shall be for the benefit of and binding upon the successors and permitted assigns of the parties.

- j) The headings in this document have been included for convenience only and are not an aid in the interpretation for this document.
- k) In the case of conflicts, discrepancies, errors, or omissions among the documents forming part of this Agreement, this document takes precedence.
- l) In the case of a disagreement or dispute between the parties hereto with respect to this agreement, the same shall be referred to a single arbitrator pursuant to the Arbitration Act of Alberta, and the determination of such arbitrator shall be final and binding upon the parties hereto.
- m) This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and subject to Clause 5.3, supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement of the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

PALLISER REGIONAL MUNICIPAL SERVICES

Per: _____

Per: _____

SUPERIOR SAFETY CODES INC.

Per: _____

Per: _____



REQUEST FOR DECISION PALLISER REGIONAL MUNICIPAL SERVICES LTD.

Agenda Item: Purchase of New Server, email software and backup equipment

Issue:

Administration needed to upgrade the network server, email software and backup equipment since the current equipment and software was not adequate.

Recommendation:

That Palliser Regional Municipal Services Ltd. Acknowledge and ratify the emergency purchase of the following computer equipment and software/licenses (\$18,090.23) from Reality Bytes in order to provide adequate and safe storage of Palliser Regional Municipal Services computer software data and functionality.

General:

I have approved the purchase of Office 365 for \$1,156.68, essentially these updates provide an email system for the office that was previously ran under an unsecure free program. I have also approved QNAP on site network storage for secure backups of Palliser data for \$2,204.00 and (as mentioned to the Board) the replacement of new server for Palliser for \$14,729.55 as the old sever was going to be obsolete and unusable in January 2020.

Financial:

Costs are shown above and are a 2019 expense

Policy/Legislation

Target Decision Date

January 13, 2020

Prepared By

Tim Fox Interim CEO



REQUEST FOR DECISION PALLISER REGIONAL MUNICIPAL SERVICES LTD.

Agenda Item: 2020 Cost of Living Adjustment

Issue:

Cost of Living Adjustment (COLA) for staff

Recommendation:

That Palliser Regional Municipal Services approve a Cost of Living increase to all staff, effective January 1, 2020 at the rate of 2.2%.

General:

In 2020 the following cost of living increases are recommended for the following:

County of Kneehill – 1.3%

County of Paintearth – 1.75%

County of Starland – 1.6%

Town of Drumheller – 1.75

Federal CPI – 2.2%

Financial:

The cost of living and merit allowances have been built into the 2020 proposed budget.

Policy/Legislation

PRMS staff regulation Benefits Manual – Appendix #2 Salary Grid note #3 (Cost of living increases shall be based upon the Federal Government's Annual inflation rate and shall be effective January 1 of the subsequent year, the cost of living, if provided shall not exceed 4%)

Target Decision Date

January 13, 2020

Prepared By

Tim Fox Interim CEO

The Motley Fool Canada

2019 CPI and Inflation Rates for Canada

This table shows the monthly All-Items Consumer Price Index (CPI-U) and annual inflation rates for Canada in 2019. You can find upcoming CPI release dates on our schedule (<https://inflationcalculator.ca/cpi-release-schedule/>) page. These numbers are released by *Statistics Canada*.

Month	CPI	Monthly Inflation Rate (%)	Yearly Inflation Rate (%)
January	133.6	0.1	1.4
February	134.5	0.7	1.5
March	135.4	0.7%	1.5%
April	136.0	0.4%	2.0%
May	136.6	0.4%	2.4%
June	136.3	-0.2%	2.0%
July	137.0	0.5%	2.0%
August	136.8	-0.1%	1.9%
September	136.2	-0.4%	1.9%
October	136.6	0.3%	1.9%
November	136.4	-0.1%	2.2%
November	136.4	-0.1%	2.2%
Annual	135.983		



County of Wetaskiwin No. 10

P.O. Box 6960, Wetaskiwin, AB T9A 2G5

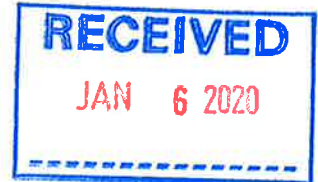
Phone: 780-352-3321

Fax: 780-352-3486

www.county.wetaskiwin.ab.ca

Strong Proactive Leadership • Safe Progressive Communities

December 20, 2019



Palliser Regional Municipal Services
115 Palliser Tr
Hanna, AB T0J 1P0

**RE: REQUEST FOR PROPOSAL – PLANNING CONSULTING SERVICES
THREE (3) YEAR STANDING OFFER AGREEMENT**

Enclosed please find a Request for Proposal for Planning Consulting Services for the County of Wetaskiwin No. 10. This RFP is for a three year agreement.

Deadline to submit proposal is January 13, 2020 at 12:00 noon. Please address submissions to:

County of Wetaskiwin No. 10
Box 6960
Wetaskiwin, AB T9A 2G5
Attention: Jeff Chipley, Assistant CAO
(RFP Planning Consulting Services)

Thank you for your consideration in this matter.

Yours truly,

Rod Hawken
CAO

:bew
Enclosure



COUNTY OF WETASKIWIN No.10

Strong Proactive Leadership • Safe Progressive Communities

REQUEST FOR PROPOSAL

Planning Consulting Services

Three (3) Year Standing Offer Agreement

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1.0 AN INTRODUCTION TO THE COUNTY OF WETASKIWIN NO. 10

The County of Wetaskiwin, located in central Alberta on the Highway 2 corridor, offers a casual country setting with a diverse farming community. The County stretches from Bittern Lake on the east boundary to the Alder Flats area in the west. Geographically centered in the Province, a network of provincial primary and secondary highways provide quick and easy access to and from major centers in Alberta. It is rich in natural attractions boasting several lakes, nestled in forested, hilly parkland settings and home to a variety of wildlife. The County is continually striving to enrich and improve its community, while still maintaining an old fashioned attitude and hospitality.

There is a strong local workforce well represented in all occupational and industry sectors including retail/wholesale jobs, agriculture, business and community services. The solid base of farming families contributes to the sustainability of the rural population.

Average housing prices are generally lower than surrounding communities providing a strong incentive for residential relocations from neighboring urban centers. Residential development on Pigeon Lake and Buck Lake offers close proximity for recreational opportunities. Additionally, competitively priced industrial land is an attraction in the County of Wetaskiwin for new business ventures.

All Proponents are welcome to visit www.county.wetaskiwin.ab.ca to learn more about our community values, strategies and plans.

2.0 INVITATION TO PROPONENT

The County of Wetaskiwin (hereinafter referred to as "the County") invites consulting firms (hereinafter referred to as the "Proponent") to submit a proposal for the provision of Planning Services as set out in this Request for Proposal documentation ("Proposal").

Description:	Planning Consulting Services Three (3) Year Standing Offer Agreement
Submission Deadline:	January 13, 2020 at 12:00 noon
Submission Location:	County of Wetaskiwin Administration Office 243019A Highway 13 Box 6960 Wetaskiwin, AB T9A 2G5 Attn: Jeff Chipley, Assistant CAO
Public Opening:	No

This Request for Proposal does not commit the County to award a contract or pay any costs incurred by the Proponent in the preparation of a Proposal or attendance at a meeting with County Council or Administration.

3.0 INSTRUCTION TO PROPONENT

3.1 Inquiries and Clarifications

It is the responsibility of the Proponent to satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, emailed to the following contact persons:

- Jeff Chipley, Assistant CAO jchipley@county10.ca

The County shall not be obligated to respond to any such inquiries. If the County deems it appropriate, the County may issue an addendum to this RFP to all Proponents.

3.2 Proposal Submission

3.2.1 Process Participation

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP prior to the signing of a formal written Contract.

3.2.2 Submission Requirements

- i. The Proponent shall submit two (2) hard copies of its Proposal and an electronic copy with all accompanying schedules, appendices or addenda in a sealed envelope or package marked with the Proponent's name and the RFP title up to the Submission Deadline set out in Section 2.0 of this RFP (the "Submission Closing") at the Submission Location set out in Section 2.0 of this RFP (the "Submission Location").
- ii. Proposal submissions shall be sealed and enclosed in envelopes or containers marked with the Request for Proposal name and addressed to Jeff Chipley, Assistant CAO and delivered to the Submission Location.
- iii. Proposals must be received at the Submission Location at or prior to the Closing Time or they will not be considered for this Request for Proposal. Proposals received late will not be considered.
- iv. Faxed and e-mailed Proposals, amendments to Proposals, notices of withdrawal or any other documents to be delivered by the Proponents to the County pursuant to this RFP (with the exception of inquiries pursuant to section 3.1) will not be considered.

- v. The County is not responsible for the timeliness or delivery of Proposals, amendments to Proposals, notices of withdrawal or any other documents to be delivered by the Proponents to the County pursuant to this RFP.

3.2.3 Receipt of Proposal

Upon submission of the Proposal the envelope will be time stamped and remain sealed until after the Closing Time. Proposals received after the Closing Time or in locations other than the Submission Location will not be accepted and will be returned. The County may elect to extend the Closing Time.

3.2.4 Amendments

Amendments to a Proposal may be submitted if delivered in writing to the Submission Location prior to the Closing Time in a sealed envelope or package, marked with the Proponent's name and the RFP title.

3.2.5 Proponent Withdrawal

Proposals may be withdrawn by written notice only, provided such notice is received at the Submission Location prior to Closing Time.

3.2.6 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals and for any meetings, negotiations or discussions with the County, its representatives and consultants, relating to, or arising from this RFP. The County, its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims including, but not limited to: costs, expenses, losses or damages, loss of anticipated profits, or for any other matter incurred by the Proponent in preparing and submitting a Proposal, participating in negotiations for a contract, or other activity related to or arising out of this RFP.

4.0 PROPOSAL FORMAT AND REQUIREMENTS

4.1 Proposal Format and Requirements

Proposals shall adhere to the following format and provide response to the criteria as outlined (the "Requirements"):

4.1.1 Letter of Transmittal

A letter of transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal.

4.1.2 Executive Summary

An Executive Summary will identify pertinent points in the proposal you wish to highlight over and above Requirements.

4.1.3 Corporate Profile

A brief corporate profile will cover the company's history, office location(s), individual(s) who will be assigned to the project team including the same for any sub-consultant services.

4.1.4 Proponent's Team

Proponents are to clearly identify each member on the project team (Team Member) and describe the involvement they have on the team. Each Team Member will include a personal resume complete with their experience. It is expected that the identified members of the team will remain the consultant representatives for the duration of the contract. Should any individual leave the consulting firm, the County reserves the right to select a replacement.

4.1.5 Proponent's Experience and Expertise

The Proponent will provide a comprehensive list of projects with related experience and expertise for the past five (5) years starting with the most recent.

Proponents who have current or previous experience and expertise with standing agreements, specifically with municipalities, shall provide a comprehensive list that will identify the municipality, the year the agreement was commenced, if the agreement is still active or if the agreement has concluded. In the event that the agreement is concluded, please provide a brief description of the reason.

4.1.6 Local Context

The Proponent will provide a brief perspective on the following:

- a. The County and its current issues and pressures
- b. How the Proponent might incorporate services from the County's existing provider, West Central Planning Agency
- c. The Proponents and Team Member's involvement in the County and within the Province of Alberta

In addition, identify experience on projects with the County and familiarity with local conditions, contractors and suppliers.

4.1.7 Ability to Comply with Identified Requirements

Proponents will identify and detail their ability to satisfy all aspects as outlined in the "Scope of Work" section of this RFP, or specifically describe any aspects of the Project Scope which they cannot satisfy and are excluded from the Proposal.

4.1.8 Value Added Commitment to Service

Proponents are required to provide a description that:

- a. Identifies what makes the Proponent's commitment and services through a standing offer agreement uniquely suited to the County.
- b. Proposes a methodology and identifies solutions complete with examples of how they have addressed project challenges within a municipal or similar environment.
- c. Identifies what the Proponent has to offer as a value added commitment(s) that will directly benefit the County.

4.1.9 Costs of Service/Cost Benefits Analysis

Proponents are required to provide the following:

- a. A current schedule of fees for service, disbursements and travel expenses for each Team Member. This will also include any proposed sub-consultant's services.
- b. A proposed estimate table for billable hours for planning and development related services including the preparation or review of statutory and non-statutory plans, land use bylaw amendments, subdivision and development permits, and other related reports, studies, strategies, designs, or concepts.
- c. A proposed methodology for managing and charging out time on projects and day-to-day requests for the County.
- d. A proposed three (3) year Standing Agreement schedule of fees for service, disbursements and travel expenses for each Team Member.

4.1.10 References

The Proponent shall include a list of three (3) relevant references with their proposal package (at least two (2) shall be municipal). Each of the references shall include the complete client name and contact person with title and phone number including area code.

4.1.11 Insurance, Professional License(s) and Affiliations

The Proponent shall include a Certificate of Insurance issued by their insurance broker. The Proponent shall provide under their letterhead, dated and signed, a list of all registered professional licenses and affiliations to other organizations.

5.0 MUNICIPAL PRESENTATION

5.1 Municipal Presentation

A presentation of up to approximately thirty (30) minutes must be given to the County by those Proponents short listed. The Proponents will be required to include the following in this presentation:

5.1.1 Identify Project Scopes of Work

- a. Provide a brief corporate history.
- b. Identify all scopes of practice the Proponent and Team Members can provide, along with examples of past projects.
- c. Identify any value added services that can be provided by the Proponent.

5.1.2 Five (5) Key Practices

The Proponent will identify five (5) key practices that from their perspective are necessary to ensure that projects are delivered on schedule and on budget.

5.1.3 Innovation, Creative and Sustainable Practices

The Proponent is required to identify what innovative, creative and sustainable practices they employ when providing planning services.

5.1.4 Successful Candidates

A short presentation on why the Proponent should be the successful Proponent.

5.1.5 Undisclosed Questions and Answers

The Proponent will be prepared to answer questions directed by the County immediately following their presentation.

6.0 SCOPE OF WORK

6.1 Purpose and Description

The County wishes to enter into a three year Standing Offer Agreement (SOA) with a consulting firm for the purpose of supplementing in-house planning services. The consulting firm would provide direct access to industry expertise, effective delivery of projects and consistent and reliable services.

At the end of the first three year term, the County reserves the right to extend the first term by two years.

Entering into a SOA will allow County Administration to work directly with the Proponent without the need to prepare a request for proposal on any projects related to Planning Services. The County may request proposals for any project should the County choose for reasons such as tapping into other experience or technical expertise. A SOA does not guarantee the successful Proponent exclusive rights to Planning services to the County for the duration of the SOA.

In addition, the County's administration would be able to foster a relationship with the successful Proponent where efficiency, creativity and innovation would support the County's long term strategies and goals.

6.2 Project Scope

The successful Proponent would be expected to become familiar with the County's standards and guidelines, bylaws, policies, procedures, master plans/strategies, organizational structure and operating/software systems. The Proponent would be available on an on-call basis to address any Planning requirements the County may have, including providing verbal and/or written Planning advice and recommendations as requested.

The successful Proponent must be able to look at the entirety of the County when giving advice and direction. Ongoing and future projects and subdivisions should be considered during document reviews to determine the County wide impact of developments. Master Plans and Strategies should be compared against and updated as needed to ensure sustainable development can be met.

The successful Proponent will also be required to consider whether the current services provided by West Central Planning Agency could be incorporated into the proposal.

6.3 Typical Projects, Studies, Design

Typical projects, studies, design of approved projects, and day-to-day support that may occur include, but are not limited to:

6.3.1 Planning

- a. Preparation of statutory or non-statutory plans.
- b. Review and processing of subdivision applications.
- c. Review, analysis, research, or other input or advice pertaining to statutory or non-statutory plans, land use bylaw amendments, subdivision applications, or other planning and development related work.
- d. Development or review of planning policy or regulation.
- e. Review and advice pertaining to internal planning process development and implementation.
- f. Public consultation and engagement

6.3.2 Miscellaneous Studies/Projects

- a. Funding and Grant applications
- b. Various concept plans/drawings
- c. Siting Studies
- d. Environmental Analysis

6.4 Working Environment

It is critical that the Proponent have the ability to work in a collaborative environment with administration from several divisions, and as well has the ability to provide innovative and flexible solutions that meet the needs of today while meeting the future needs of the community. Sustainability practices must be incorporated into the services provided.

6.5 Consultant Response Time

A successful Proponent must be readily available for review of documents and reports and provide responses to meet project timelines. Situations may arise where immediate responses may be required, and a successful proponent must be able to accommodate these requests as quickly as possible. In addition, a consistent timeline for typical subdivisions document and report review must be established to facilitate timelines for project circulations, revisions and approvals.

7.0 EVALUATION OF PROPOSAL

7.1 Proposal Evaluation

- a. Proposals will be evaluated in two stages. The first stage will consist of a review of all proposals and a short list of Proponents will be selected. Shortlisted Proponents will be interviewed as part of the second stage.
- b. Proposals not considered complete will be rejected at stage one.
- c. Proposals will be evaluated on the basis of the overall best value to the County including relevant experience, the quality of submission and overall price. The County has no obligation to select the cheapest proposal or any proposal.
- d. The County may interview the top evaluated Proponents before making a final decision.

Stage 1:

Criteria	Point Weighting
Proponent's experience and expertise with the ability to comply with all identified requirements within the Scope of Work	20
Proponents Corporate and Team Member Experience and Expertise	20
Local Context – Team Member Experience and Knowledge	15
Value Added Commitment to Service	15
Proposed methodology for managing and charging out time on projects and requests from the County	15
Quality of Proposal (i.e. consistency, comprehensiveness and appropriateness)	15

Stage 2:

Criteria	Point Weighting
Overall Presentaion Format and Style	20
Five (5) Key Practices	20
Proponents Corporate and Team Member Experience and Expertise	25
Innovative, Creative and Sustainable Practices	20
Undisclosed Questions and Answers	15

8.0 ACCEPTANCE AND REJECTION OF PROPOSALS

8.1 This RFP is not a tender and does not commit the County, in any way, to select a preferred Proponent, to proceed to negotiations for a SOA, or to award any contract. The County reserves the complete right to, at any time, reject all Proposals and terminate this RFP process.

8.2 Notwithstanding any other provision in the Proposal documents, the County has in its sole discretion, the unfettered right to:

- 8.2.1 accept any Proposal;
- 8.2.2 reject any Proposal;
- 8.2.3 reject all Proposals;
- 8.2.4 accept a Proposal which is not the lowest priced Proposal;
- 8.2.5 accept a Proposal that deviates from the Requirements or the conditions specified in this RFP;
- 8.2.6 reject a Proposal even if it is the only Proposal received by the County;
- 8.2.7 cancel this RFP at any time for any reason (with or without commencing a new RFP process in its place).

8.3 All Proposals shall be irrevocable and remain open for acceptance for at least sixty (60) days after the Closing Time, whether or not another Proposal has been accepted. If a Proponent's Proposal is accepted by the County, the Proponent agrees to enter into a SOA with the County in accordance with that Proponent's Proposal.

8.4 Any deviation from the Scope of Work or requirements specified in this RFP must be clearly stated in the Proponent's Proposal. The County will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the County will be entitled to interpret that the Proponent offers to perform in full compliance of the Requirements and conditions stated herein.

8.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the Requirements of this RFP may be rejected by the County in whole or in part.

8.6 All Proposals and accompanying documentation received in response to this RFP will become the property of the County and will not be returned

8.7 The County shall be under no obligation to give reasons for its decision accepting or rejecting any Proposals.

8.8 The County shall be entitled to negotiate the terms of a SOA with the selected Proponent, if any, and shall incur no liability to any other Proponent as a result of such negotiation.

9.0 TIMELINES

9.1 Outline/Due Date

Outline	Due Date
Date Issued	December 16, 2020
Submission Deadline	January 13, 2020 at 12:00 noon
Review Proposals and Prepare Shortlist	January 24, 2020
Interview Week	TBD
Award Date	TBD
Start of Services	TBD

10.0 CONFLICT OF INTEREST

10.1 To avoid a conflict of interest, the successful Proponent of the RFP will not be permitted to engage in private development within the County. A sufficient amount of time will be given to the successful Proponent to close off existing private development work.

11.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

11.1 By submitting a Proposal, the Proponents acknowledge that the County is subject to the Province of Alberta *Freedom of Information and Protection Privacy Act*, and that this statute could apply to the collection, storage and disclosure of information relating to this RFP and the SOA, including information collected by the County and information collected by or provided to the Proponents.