

**MUNICIPALITY OF JASPER  
COMMITTEE-OF-THE-WHOLE MEETING**

DATE: Tuesday, December 9, 2014  
PLACE: **ESB meeting room**  
TIME: 9:30 a.m.

**A G E N D A**

- 1.0 Call to Order
  
- 2.0 Additions to Agenda
  
- 3.0 Approval of Agenda
  - 3.1 December 9, 2014
  
- 4.0 Approval of Minutes
  - 4.1 November 25, 2014 .. .. . attachment
  
- 5.0 Business Arising
  
- 6.0 Library Project update .. .. . to be presented at mtg.
  
- 7.0 Jasper Dispatch – MoU with Parks Canada .. .. . attachment
  
- 8.0 Brief Updates
  - 8.1 Christmas Week Closure Pilot .. .. . attachment
  - 8.2 ESB – Mould final report .. .. . to be presented at mtg
  - 8.3 Council Representation on Various Boards, Upcoming Meetings
  
- 9.0 Upcoming Events
  - Dec 12 – Firemen’s Xmas Party
  - Dec 12 – AUMA meeting Edmonton re. changes to MGA – Mayor to attend
  - Dec 16 – Budget Presentations, Culture and Recreation, Operations. 7pm Activity Center
  - Dec 17 – Budget Presentations, all other areas, 7pm Emergency Services Building
  - Dec 19 – Community Xmas Party
  
- 10.0 Adjournment

Committee-of-Whole meeting  
Tuesday, November 25, 2014  
ESB meeting room

Present: Richard Ireland, Vonna Arsenault, Gilbert Wall, Rico Damota, Brian Nesbitt, Dwain Wacko, Helen Kelleher-Empy, Mark Fercho, Beryl Cahill, Alice Lettner, Nicole Veerman (Fitzhugh) Bob Covey (The Local)

Call to Order The Mayor called the meeting to order at 9:30 a.m.

Additions

1. Update on contract on Emergency Services building repairs – Gilbert Wall
2. Update on busking, sidewalk cafes, etc.
3. In camera session on Tour of Alberta

Approval of Agenda Motion by Councillor Arsenault that the agenda for today's meeting be adopted with the above additions. Carried

Approval of Minutes Motion by Councillor Kelleher-Empy that the minutes of the October 28, 2014 committee minutes be approved as presented. Carried

Business Arising None

Hakone Visit Commemorative Post Councillor Wacko brought a commemorative post to the meeting and led a discussion on how the post will be utilized in commemoration of the Jasper/Hakone SisterCity Relationship. the post was donated by former Jasper Town Committee member Bob Leggett who lives in BC.

Mayor Ireland provided new councillors with some background on the last Hakone delegation visit. A new location for the post was also discussed.

Councillor Wacko believes that space should be created for the post on the exchanged lands, and thinks that this leads into a discussion on our heritage. Councillor Wacko believes that we need a heritage master plan to assess all of the things that are important to us from our past, and take that forward. Councillor Damota would like to find a way of blending this in with our goals and objectives. Councillor Wacko will have further discussions with Administration on this.

Advocacy School Councillor Wacko advised that he had recently attended an FCSS conference in Edmonton where he had attended a presentation on advocacy from principal Shawn Moore on how to conduct advocacy. Training is available through the advocacy school. Feels this could be a worthwhile process. CAO to look into this, possibly with Banff and Canmore, and will consult with Robert Earl.

PDAC Councillor Wacko suggested that perhaps a Municipal representative should be on the PDAC committee. Mayor Ireland expressed the concern that if a councillor is on PDAC, the councillor might easily be "positioned". Perhaps a staff member might be far more

	<p>knowledgeable about issues. The CAO will look into the PDAC process and speak with Parks.</p>
Forecasts	<p>Councillor Arsenault – ESC meeting November 27<sup>th</sup>  Councillor Kelleher-Eppey – TCYHA meeting coming up; Culture &amp; Recreation mtg November 27<sup>th</sup>; CAMA organizing committee meeting Dec 1<sup>st</sup>  Councillor Damota – away for a week  Councillor Wall – Evergreens meeting December 11<sup>th</sup>  Mayor Ireland – Tour of Alberta – ongoing discussions – Tourism Jasper marketing committee Dec 1<sup>st</sup> so no answer by end of this week. In camera session at end of this meeting. Not sure where other partners stand yet.  Alberta Health meeting re. Heliport for Jasper – December 1<sup>st</sup>.  GRPC meeting on Dec 7<sup>th</sup> re. culinary education programme.</p>
Emergency Services Bldg	<p>Update on repairs being made to Emergency Services Building. CAO to discuss with Greg Van Tighem. Water damage worse than originally anticipated.</p>
Sidewalk Cafes busking, public spaces etc.	<p>CAO advised that he has met with Cathy Jenkins on how Parks is moving through this, and would like to see what's being done in other parks to see if something similar will work for Jasper. Hopefully, we might have something in place by next summer.</p>
	<p>Goals and Objectives and Strategic Priorities will appear once a month on the second committee meeting agenda.</p>
Upcoming Events	<p>Nov 30 – Movember Fundraiser at Sawridge  Dec 2 – CFS Open House  Dec 5 – Chamber Christmas Party  Dec 12 – Firemen's Christmas Party  Dec 19 – Community Christmas Party</p>
	<p>Budget binders handed out to councillors with Alice Lettner giving a brief update on the upcoming budget process.</p>
In Camera	<p>Motion by Deputy Mayor Wall that, In order to discuss matters of a confidential nature, Council move in camera at 11:06 am. <span style="float: right;">Carried</span></p>
Revert to open meeting	<p>Motion by Deputy Mayor Wall that Council revert to open meeting at 12:05 p.m. <span style="float: right;">Carried</span></p>
Adjournment	<p>Motion by Councillor Arsenault that the meeting be adjourned at 12:06 p.m. <span style="float: right;">Carried</span></p>



## REQUEST FOR DIRECTION

Subject: Memorandum of Understanding with Parks Canada for Dispatch Services  
Prepared by: Greg Van Tighem, Director of Protective Services  
CoW Review: December 9, 2014  
Date of Decision: December 16, 2014

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Recommendation: Request Council authorize the Municipality to enter into a Memorandum of Understanding with Parks Canada for Jasper Dispatch Services.

Background: The Municipality has had a Memorandum of Understanding with Parks Canada for dispatch services for the past six years.

The primary purpose is to enable the Municipality and Parks Canada to provide dispatch services that will assist in the provision of efficient municipal emergency and protective services in a cooperative and cost effective manner.

Options: Not enter into an MOU at this time

Costs: As shown in Memorandum of Understanding

Attachment: Draft Memorandum of Understanding

Director \_\_\_\_\_

CAO 

Agenda Item 7.0

**DRAFT****MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made in Triplicate as of the \_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_:

**Between:** The Jasper National Park of Canada, as represented by the Field  
Unit Superintendent,

**OF THE FIRST PART;**

and The Municipality of Jasper as represented by the CAO

**OF THE SECOND PART;**

**WHEREAS** the Jasper National Park of Canada (hereinafter referred to as "Parks Canada") and the Municipality of Jasper (hereinafter referred to as "the Municipality") wish to enter into a cooperative arrangement respecting provision of Dispatch services within the Municipality of Jasper and Jasper National Park.

**NOW THEREFORE THIS UNDERSTANDING WITNESSETH** that the Parties hereto mutually agree, one with the other, as follows:

**1. Definitions**

In this Memorandum of Understanding (MOU):

- a) Council means the Council of the Municipality of Jasper.
- b) Superintendent means the Superintendent of Jasper National Park.
- c) Town means the area within the Municipality of Jasper that is coterminous with the park community of Jasper as set out in Schedule 4 of the National Parks Act.

**2. PURPOSE**

The Primary Purpose is to enable the Municipality and Parks Canada to provide "dispatch services" that will assist in the provision of efficient Municipal, Emergency and Protective Services in a cooperative and cost effective manner.

**3. OBJECTIVES**

**The objectives established for this Memorandum of Understanding are:**

- 3.1** To allow the Municipality and Parks Canada to participate in a cooperative emergency and protective services dispatch program.
- 3.2** To facilitate a strong partnership between Parks Canada and the Municipality in the provision of Municipal services.
- 3.3** To accomplish appropriate standards of dispatch services that will assist in the provision of Municipal, Emergency and Protective services for the benefit of the visitors and residents of the Municipality and Jasper National Park.

#### 4 DESCRIPTION OF SERVICES AND REQUIRED STANDARDS

##### 4.1 Dispatch Services

a) Parks Canada will provide 24 hour dispatch services for 365 days per year, 24 hours per day to all of Jasper National Park including the area defined as the Town of Jasper

b) The services shall include:

- Switchboard services
- Interagency emergency communication and coordination services related to implementation and support of the Municipal Emergency Response Plan
- 911 Call answering leading to Emergency Dispatch for and not limited to
  - motor vehicle accidents
  - medical emergencies
  - fire
  - police
  - environmental emergencies
  - missing persons
- Dispatching of Mutual Aid Resources
- Coordination of municipal services emergencies
  - electrical service
  - gas service
  - water service
  - sewer service
- Serviced Parties:
  - Municipality of Jasper
  - Jasper Fire Department
  - Municipality of Jasper Protective Services
  - Municipality of Jasper By Law Enforcement
  - Employees of the Municipality of Jasper
  - Inhabitants of Jasper and outlying areas
  - Visitors to Jasper and the Park

#### 5. FUNDING AND ADMINISTRATION

5.1 The Park shall be responsible for payment of all costs associated with the provision of the dispatch services provided as outlined in this MOU.

5.2 The Municipality will contribute:

For April 1, 2014 to March 31, 2015 \$40,000.00

For April 1, 2015 to March 31, 2016 \$40,000.00

For April 1 2016 to March 31 2017 \$40,000.00

5.3 This figure will increase annually by Canadian CPI as of December 31<sup>st</sup>, commencing December 2015.

5.4 Parks will bill the Municipality twice yearly; once on November 1<sup>st</sup> for the period April 1<sup>st</sup> to December 31<sup>st</sup> and once on February 1<sup>st</sup> for the period January 1<sup>st</sup> to March 31<sup>st</sup>.

**6. DISPUTE RESOLUTION**

- 6.1 In the event of any dispute regarding the interpretation and performance of this MOU, or an alleged breach of this MOU, either party may give written notice of the dispute to the other party and representatives shall meet within 5 days after the notice of dispute is given, and shall attempt in good faith and using reasonable efforts, to resolve the matter equitably and to the satisfaction of both parties.
- 6.2 If the parties' representatives cannot resolve the dispute within 5 days after they first meet, the dispute shall be referred to a court of competent jurisdiction.

**7. INDEMNIFICATION**

- 7.1 Parks Canada agrees to hold harmless and indemnify the Municipality against any and all claims, suits, damages, costs, or legal expense as a result of bodily injury or property damage resulting from the negligence of Parks Canada.

**8. GENERAL TERMS**

- 8.1 This MOU shall not be assigned except by the written agreement of both parties.
- 8.2 Nothing contained in this MOU nor any acts of the parties shall be deemed to constitute a partnership or joint venture, nor is any agency relationship created or intended to be created between the Municipality and Parks Canada pursuant to this MOU.
- 8.3 If any provision of this MOU or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this MOU, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law.
- 8.4 Time shall be the essence of this MOU and of any part thereof.
- 8.5 Subject to the terms of this MOU, this MOU shall inure to the benefit of and be binding upon the parties, their lawful heirs, executors, administrators, successors and assigns.
- 8.6 Nothing expressed or implied in this MOU is intended to or shall be construed to confer on or to give any person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this MOU.
- 8.7 This MOU shall be interpreted in accordance with the laws of the Province of Alberta, except insofar as such laws may be inconsistent with federal Crown prerogative or any paramount federal laws and in accordance with the laws of Canada applicable therein. In the event of any inconsistency, the laws of Canada shall prevail.
- 8.8 In the event the Municipality is required to respond under the Freedom of Information and Protection of Privacy Act to an inquiry with respect to this MOU, Parks Canada shall

provide to the Municipality all relevant documents and information within its care and control and applicable to such inquiry.

8.9 No member of the House of Commons of Canada or the Senate of Canada shall be admitted to any share or part of the MOU or to any benefit to arise there from.

**9. CANCELLATION**

9.1 Either party may cancel this MOU by providing one year written notice.

**TERM OF THE MEMORANDUM OF UNDERSTANDING**

The term of the Memorandum of Understanding shall be from April 1, 2014 to December 31, 2017.

Three months prior to the expiry of this memorandum of understanding a review shall be conducted to examine the usage by the Municipality of Jasper compared to the total usage by all clients of Jasper Dispatch. At that time a new software program that is currently being examined prior to purchase shall be in place and the relevant statistics accessible and available.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HER MAJESTY THE QUEEN**

**THE MUNICIPALITY OF JASPER**

**IN RIGHT OF CANADA**

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

as represented by the  
Minister of Environment

Mayor

“ s e a l ”

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

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

Field Unit Superintendent  
Jasper National Park of Canada

CAO



## REQUEST FOR DIRECTION

Subject: Christmas Week Office Closure Pilot

Prepared by: Mark Fercho, CAO

Date: December 6, 2014



Council discussion is requested with Administration on a pilot project this holiday season. Administration is considering a pilot of offering staff the ability to have office closures for the Municipal Office and the Operations Reception area as a 2014 pilot, and report to Council on public response.

Many times of the year we require staff to be at work due to operational requirements, such as tax time for the Administration Office, while the Christmas season is very quiet for walk in customers in the Administration office, for example where time off is possible. By balancing the ability to offer opportunities for time off when possible, with requesting staff support during busy times, we can foster a positive working environment that pays off for the employee and the community service.

### **Background:**

This proposed change is only for the Municipal Office and the Operations Reception area between December 22<sup>nd</sup> and January 2<sup>nd</sup> (***exact days to be determined by staff consultation***). All regular scheduled operations of the recreation center, aquatic center, garbage collection, water, sewer, etc are not affected and will continue as scheduled through that period.

For the Municipal Office, an analysis of cash receipts over the last three years for the week of Christmas through to the New Year shows very little activity during this time, one or two drop in visitors and in 2010 there were no drop in visitors. Since the Activity Centre and the Fitness Centre will be open, payments can be left at these stations or made through banks or the mail. We can backdate payments received.

For the Operations Reception, very few visitors actually go to the office, and there has not been reception at this office in the recent past. The exception is deliveries, which would be provided notice and also a notice at the door for contact numbers of staff working. Operations would continue as will the call out number, the change is only for the Operations reception area.

Most staff in these areas already booked off during this period. Closure allows more staff to be with their families. Some staff may come in to catch up on projects, time off would be from overtime banks, holidays or time without pay.

### **Strategic Relevance:**

This initiative would support the Organizational Health objective in Council's Strategic Priorities through building the staff team by allowing operational flexibility, and will be assessed against any community feedback through this pilot project.

### **Financial Implications**

None.

### **Communication**

The proposed pilot closure would be posted at each site, posted on the Municipal Website and advertised in the local media. Any concerns or feedback would be recorded and presented to Council in 2015 as an assessment of this pilot.

Director \_\_\_\_\_

CAO 

Agenda Item 8.1