



Sturgeon County – Town Of Legal

Fire Services Agreement 2015- 2017

BETWEEN:

The Town of Legal
("Town")

- and -

Sturgeon County
("County")

PREAMBLE:

The County, is authorized under Municipal Government Act, R.S.A. 2000, c. M-26 (the "MGA"), to enter into agreements on or in connection with matters under the County's administration;

As authorized under the *Municipal Government Act*, the Town may provide a service that the Town provides in the Town to another municipality with the agreement of that other municipality.

The County desires to enter into an agreement with the Town whereby the Town will provide certain emergency call handling and firefighting services to the County;

The Town has agreed to provide certain emergency call handling and firefighting services to the County.

The County and the Town have agreed to enter into this Agreement for their mutual benefit and desire to set out the terms and conditions thereof, this Agreement witnesseth that the Parties agree as follows:

Interpretation

1. In this Agreement:

- (a) "Agreement" means this agreement and includes Schedules "A" and "B";
- (b) "Back Up County Engine" means the County owned engine, Unit # 017-003, 1998 GMC Top Kick;
- (c) "Fire Hall" means the building that houses all fire department related equipment and vehicles and is located at 4920-50 Avenue in the Town.
- (d) "Call Handling Services" means those activities reasonably required for the receipt of all emergency calls from the Fire Service Area in accordance with the Town's call-handling procedures as they exist from time to time;
- (e) "Emergency Response Unit" means a rescue truck for the purpose of this agreement is a 2000 GMC Top kick Serial Number 1GDJ6H1B7YJ525088 owned by the Town and to be used for both in Town and in the County or any other municipality provided a mutual aid agreement is in place
- (f) "Fire Service Area" means the geographic area within which the Town will provide Call Handling Services and Firefighting Services under this agreement as determined by the County in its sole discretion but excluding the area within the municipal boundaries of the Town;

- (g) “Firefighter(s)” means the firefighter(s) or rescue technician(s) who are, from time to time, members of the Legal Volunteer Fire Department;
- (h) “Firefighting Services” means those measures and activities which are reasonably necessary and incidental to the provision of fire extinguishment and rescue services and can be reasonably performed by the Town under this Agreement, including fire protection services, rescue services and response to incidents;
- (i) “Force Majeure” means any cause not within reasonable control of Legal including, without limitations, the inability to assemble sufficient volunteer personnel to adequately respond to a call for assistance, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authority, civil disturbances and explosions
- (j) “Materials” includes all software and other personal property produced by the County and Town in the delivery of the Services;
- (k) “Parties” means the parties to this Agreement, being the Town and the County;
- (l) “Record” means a record of information in any form and includes notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records; and
- (m) “Personal Information” means recorded information about an identifiable individual as defined in the *Freedom of Information and Protection of Privacy Act*, as may be amended from time to time.

Town’s Contact, Delegation

- 2. The Town designates the Chief Administrative Officer (CAO) or his or her designate as the Town’s representative under this Agreement and as the prime contact who is authorized to communicate the Town’s position to the County on matters pertaining to this Agreement.
- 3. The County designates the County Fire Chief/Manager of Protective Services or his or her designate as the County representative under this Agreement and as the prime contact who is authorized to communicate the County’s position to the Town on matters pertaining to this Agreement.
- 4. The Town may, in the Town's absolute discretion, delegate any duties, powers or functions relating to the provisions of Services to the Town Fire Chief or his or her designate.

Period of Contract

- 5. The Town shall provide services pursuant to the terms of this Agreement commencing April 1, 2015 and terminating December 31, 2017.

Town Obligations

- 6. The County hereby engages the Town to provide Call Handling Services and firefighting Services both within the Fire Service Area and in such other areas of the County, which the Parties may agree

on from time to time, in a timely, efficient and economic manner and to provide such services in accordance with Schedule "A" of this Agreement.

7. In addition, the Town will provide to the County, use and access of the existing Fire Hall (or a replacement building if the Fire Hall is destroyed) for storage of the County's equipment and parking of fire apparatus.
8. In consideration for the Services, the County will pay the fees set out in schedule "B" to this agreement. The County shall be invoiced by the Town annually no later than June 30.
9. County Firefighting Equipment may be used by the Town to provide assistance to an incident within the Town, and Town Firefighting Equipment may be used by the Town to provide assistance to an incident within the County, however the Town's Fire Chief or his designate (hereinafter referred to as the "Officer in Charge") will determine the location of use of all equipment.
10. The County acknowledges, accepts and agrees that in the event where a Town incident is deemed to be a priority by the Officer in charge, the Town may be unable to provide the Services within the Fire Services Area. The County shall have no claim for damages or compensation arising out of the failure or refusal of the Town to provide the Services under this agreement in the Fire Service Area due to a conflicting requirement for such Services.
11. The Town agrees to pay for all costs associated with maintaining a Fire Hall building including but not limited to utilities, phone, fax, internet and building repairs.
12. The Town agrees to maintain insurance and registration on the Town's Firefighting and Emergency Services apparatus and Fire Hall. The Town agrees to pay all vehicle, equipment maintenance and fuel costs associated with the Town Firefighting Equipment that may be used in the County from time to time.
13. The Town agrees to pay for any damages or repairs to County apparatus or equipment arising from use within the Town limits, payable upon invoice from the County.
14. The Town agrees to maintain the same contracted emergency dispatch service as utilized by the County to provide Call Handling Services and be responsible for all associated costs; or

The Town agrees that any change in Call Handling Services will be communicated prior to any change to ensure there are no breaks in service or interruption in communication with other partnering departments.

15. The Town agrees to communicate to the contracted emergency dispatcher protocols as to how dispatching of additional resources and apparatus will be handled for Town events

County's Obligations

16. The County shall obtain, maintain and keep in good standing, during the term of this Agreement, general public liability and property damages insurance coverage.
17. The County shall bear the costs of all repairs to any vehicles and equipment comprising a part of the County's Firefighting Equipment when being utilized within the County. The County agrees to maintain insurance and registration on the County's Firefighting Equipment.

18. The County shall equip all vehicles forming a part of the County's Firefighting Equipment with operational communications equipment capable of properly providing communications facilities for use within the Fire Services Area.
19. The County shall provide the Town with complete use of all communications towers, antennae, cabling system repeater equipment and any other related equipment located in the Town of Legal for the purpose of discharging the obligations of the Town hereunder.
20. The County agrees to maintain the required radio licenses for all radios including Town fire department radios (hand held portables, base station and apparatus mobiles) and to be responsible for all associated cost.
21. The County agrees to maintain the same contracted emergency dispatch service as utilized by the County to provide Call Handling Services and be responsible for all associated costs; or

The County agrees that any change in Call Handling Services will be communicated prior to any change to ensure there are no breaks in service or interruption in communication with other partnering departments.

Occupational Health and Safety - Workers' Compensation

22. The County and the Town will comply with the *Occupational Health and Safety Act*, the *Workers' Compensation Act* and all other laws in force in Alberta relevant to the provision of the Services where applicable. On request, the County will provide the Town with a certificate from the Workers' Compensation Board showing the County is registered and is in good standing with the board, if applicable. The Town shall be responsible for providing Worker's Compensation Coverage for the Legal Fire Department and its employees and volunteers, where applicable, and on request the Town will provide the County a certificate of good standing.

Indemnity and Insurance

23. The County agrees to indemnify and hold harmless the Town from any and all third party claims, demands, and actions or costs (including the Town's costs on a solicitor-client basis) for which the County is responsible arising out of negligence or wilful acts by the County or the County's employees or agents.

This clause shall survive this Agreement.

24. The Town agrees to indemnify and hold harmless the County from any and all third party claims, demands, and actions or costs (including the County's costs on a solicitor-client basis) for which the Town is responsible arising out of negligence or wilful acts by the Town or the Town's employees or agents.

This clause shall survive this Agreement.

Safety and Security

25. Subject to the Town's reasonable security requirements, the Town will provide the County with access to its facilities and systems, as necessary to enable the County to fulfill its obligations under the Agreement. The County, the County's employees, subcontractors and agents, when using any of the Town's buildings, premises, equipment, electronic hardware and software must comply with all

safety and security policies, regulations and directives relating to those buildings, premises, equipment, electronic hardware and software.

Records Management, Access, Copyright and FOIP

26. Custody and Control of Records

Under this agreement, all records transferred to the town by the County or collected, created, maintained or stored by the town in the performance of the town's duties under this agreement, except for the town's records remain under the control of the County and are subject to the Freedom of Information and Protection of Privacy Act.

27. Access and Correction to Personal Information

The records transferred to or collected, created, maintained or stored under this agreement for the County are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act*. If the County receives a request for any of these records that are in the town's custody, it will be the town's responsibility to provide the records at the town's expense. The town must provide them to the FOIP Coordinator of Sturgeon County within 5 (five) calendar days from notification by the FOIP Head.

28. Protection of Business & Personal Information

The town must protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.

The town will maintain the security of the records through the following physical measures:

1. Master records are to be retained at Sturgeon County, unless signed out via Sturgeon County record sign out/transfer process.
2. In the event records, copies, content, and/or data must be transferred the town – it must be done so in a secure manner and must not be left in an unattended vehicle.
3. In the event the records, copies, content and/or data is accessed, reviewed, or otherwise manipulated, the town must ensure security of the business and personal information.

The town will maintain the security of the information through the following appropriate information technology security measures:

1. Controlled computer access, and
2. Authentication of system users
3. Transfer of electronic communication/content by way of the town meets industry standards of technology to ensure the security/integrity of Sturgeon County

29. Records Retention and Disposition

The electronic records created on County emergency calls are under the control of the County in this agreement and are the property of the County and are to be removed from the town's hard drives or storage devices upon completion of the fire report within the County's reporting system.

30. *Maintenance of Records*

Emergency Response records have been identified and agreed to as being created and/or collected as a result of this service agreement. These records must be maintained in line with the County's Corporate Records Structure.

31. *Custody and Control of Records*

Under this agreement, all records transferred to the town by the County or collected, created, maintained or stored by the town in the performance of the town's duties under this agreement, except for the town's records remain under the control of the County and are subject to the Freedom of Information and Protection of Privacy Act.

Accountability

32. The County shall maintain Records in respect of the Services, fees and expenses related to this Agreement, including Records necessary to demonstrate compliance with this Agreement, and shall make those Records available for inspection by the Town or the Town's representative at all reasonable times upon reasonable notice. The Town shall have the right to take copies at the County Office, at the Town's expense, of any such Records or parts thereof.

This clause shall survive this Agreement.

Invoicing for Services

33. Invoices for services shall be in accordance with Schedule B of this agreement and shall be forwarded within 60 days (outside of extenuating circumstances) of the incident to the County or Town as applicable and shall be paid within 60 days from the invoice date. Invoices are to be submitted to:

- Sturgeon County	or	- Town of Legal
9613-100 Street		Box 390, 5021-50 Street
Morinville, Alberta, T8R 1L9		Legal, AB T0G 1L0

34. The County shall only be liable to pay the Town for Services rendered under the terms of this Agreement up to and including the date of termination of this Agreement.
35. All Services provided by the Town under this Agreement are being purchased by the County and are not subject to the Goods and Services Tax (GST), with the exception of out of pocket expenses.

Invoices for Fire Hall rental shall be submitted annually by June, or as otherwise agreed to, by the County and shall be paid within 30 days from the invoice date. Invoices are to be submitted to:

Sturgeon County
9613-100 Street
Morinville, Alberta, T8R 1L9

36. The County shall be liable to pay the Town for rental of the Fire Hall under the terms of this Agreement up to and including the date of termination of this Agreement and are not subject to the Goods and Services Tax (GST).

Notices

37. Any and all notices permitted or required to be given under this Agreement must be delivered in writing to the offices of the parties listed below.

TO THE TOWN:

Town of Legal
Box 390, 5021-50 Street
Legal, AB T0G 1L0
Attention: Chief Administrative Officer (CAO)

TO THE COUNTY:

Sturgeon County
9613 100 Street
Morinville, Alberta, T8R 1L9
Attention: Fire Chief/Manager of Protective Services

Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

Termination

38. Either party may terminate this Agreement in full or in part at any time by giving a minimum of one years' notice, in writing to the other party of its intention to do so, unless otherwise agreed to. Upon termination the Town shall submit an invoice for Services rendered but not previously invoiced.
39. Upon receipt of a notice of termination, the Town shall prepare and deliver to the County a written report, if required, on the Services rendered prior to the termination of the Agreement.

This clause shall survive this agreement.

40. If either the Town or the County is in default of any obligation or provision of this Agreement and if after receipt by the defaulting party of written notice from the non-defaulting party specifying in reasonable particularity, the nature of such default, the defaulting party fails within ten (10) business days to remedy the default or if by the nature of the default it cannot with the diligence of the defaulting party, be cured within such ten (10) business day period and the defaulting party fails to proceed with diligence to cure same, then the non-defaulting party may elect to terminate this Agreement by providing a further 30 days written notice to the defaulting party.

Conflict of Interest and Ethical Conduct

41. The County must immediately notify the Town in writing of any conflict of interest the County, or any employee, agent or other resource used by the County under this Agreement, has or may reasonably have respecting the Services to be provided by the County under this Agreement. Such notification must be given before beginning any work under this Agreement, or upon becoming aware of any such existing or potential conflict of interest during the term of this Agreement. The County warrants that it does not have any interests that conflict with the County's obligations to the Town under this Agreement.
- (a) The County shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the County or the County's employees, subcontractors or agents in relation to

the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:

- (i) where the Services involve providing advice, making recommendations to the Town or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - (ii) The County shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - (iii) The County, upon request by the Town, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the County in relation to the County employees and volunteers.
- (b) In the event the County becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the County's performance of the Services, the County shall immediately disclose such matter to the Town in writing. Upon such disclosure, the County shall not commence or continue performance of the Services without the prior written consent of the Town. If the Town is of the opinion the County is in a conflict of interest, the Town may terminate this Contract without notice.

42. The Town must immediately notify the County in writing of any conflict of interest the Town, or any employee, agent or other resource used by the Town under this Agreement, has or may reasonably have respecting the Services to be provided by the Town under this Agreement. Such notification must be given before beginning any work under this Agreement, or upon becoming aware of any such existing or potential conflict of interest during the term of this Agreement. The Town warrants that it does not have any interests that conflict with the Town's obligations to the County under this Agreement.

- (a) The Town shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Town or the Town's employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - (i) where the Services involve providing advice, making recommendations to the County or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - (ii) The Town shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - (iii) The Town, upon request by the County, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Town in relation to the Town employees and volunteers.
- (b) In the event the Town becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Town's performance of the Services, the Town shall immediately

disclose such matter to the County in writing. Upon such disclosure, the Town shall not commence or continue performance of the Services without the prior written consent of the County. If the County is of the opinion the Town is in a conflict of interest, the County may terminate this Agreement without notice.

General Terms

43. Time is of the essence in this Agreement.
44. The terms of this Agreement are severable and any term or condition determined to be void or enforceable in whole or in part shall not be deemed to affect or impair the validity of this agreement or any other term or condition of it.
45. The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the Parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta. This clause shall survive this agreement
46. This Agreement inures to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.
47. This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the engagement of the County, with the exception of the Joint Use and Housing Agreement in relation to the Backup County Engine. It is agreed that this written instrument embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. This Agreement and Schedules are complementary, however; in the event of conflict within or between the body of the Agreement and the Schedules, the provisions in the body of the Agreement shall govern.
48. No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.
49. If any time during the continuance of this Agreement, the parties consider it necessary to amend this Agreement, they may do so by a written document signed by each party or by exchange of letters signifying mutual agreement between the parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.
50. The County acknowledges that the Town has no obligation to renew, extend or offer a new contract at the end of the term of this Agreement however; should both parties mutually consent, this agreement will transition to a month-to-month term until such time notice to terminate the agreement is provided in accordance with the term(s) set forth earlier in this agreement.

51. Force Majeure

The Town shall not be liable to the County for any failure of or delay in the performance of its obligation hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.

Where Legal is prevented from carrying out its obligation hereunder due to Force Majeure, the Town shall, as soon as possible, give notice of the occurrence of such Force Majeure to the County and the Town shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

The parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

TOWN OF LEGAL

Date: _____

Ken Baril, Mayor

Robert Proulx, CAO

Tracy Roulston, Town Fire Chief

STURGEON COUNTY

Date: _____

Tom Flynn, Mayor

Peter Tarnawsky, County Commissioner

Pat Mahoney
Fire Chief/Manager of Protective Services

**Schedule “A”
Town Obligations**

- A. Keep and maintain in readiness the County Firefighting Equipment, including the proper storage and housing of the same;
- B. Notify the County of any damage and required repairs to any items and vehicles comprising a part of the County Firefighting Equipment;
- C. Dispatch as required or requested the Firefighting Equipment (whether Town or County owned) and the appropriate number of firefighters to any location within the Fire Service Area and any other County Fire Service Area providing mutual aid, and take all steps reasonable in the circumstances to provide timely, efficient firefighting and emergency services;
- D. Fires and other emergencies shall be responded to in an expeditious manner to minimize death, injury and property damage. Good workmanship and quality control will be exercised at all times.
- E. Provide the Services to the County and provide the Services to the same standard that similar services are provided within the Town;
- F. Provide the Services on a year round 24 hours per day basis each day during the term with the understanding that the Town can assemble sufficient volunteer firefighter personnel to adequately respond to a call for assistance;
- G. The Town agrees at its own expense to supply and maintain all Town owned fire department portable radios, monitors (pagers), base station and Town apparatus mobiles;
- H. Carry out its obligations pursuant to this Agreement in compliance with all Bylaws, Statutes, County Standard Operating Guidelines and Regulations passed by any competent authority having jurisdiction;
- I. Keep and maintain proper records with respect to the provision of the Services including but not limited to total calls received and services provided as outlined by the County;
- J. In the event of a motor vehicle collision in the County on a Provincial Highway or County roadway the Town is responsible for all invoicing of its own Town vehicles. The Town is to also issue an invoice for charges or fees for service to the County for all services rendered on personal or privately owned property in the County;
- K. Will ensure all members when responding into the County are equipped with proper Personal Protective Equipment (PPE) that is properly maintained in accordance with National Fire Prevention Association Standards (NFPA) at the Town’s expense;

SCHEDULE "B"
FEES & CONTRIBUTIONS

A. Incident honorariums are to be compensated by the County to the Town, for individuals who respond on an apparatus to an incident at the following rates:

- a. [REDACTED] per Officer-in-Charge (OIC) per hour; and
- b. [REDACTED] per Firefighter per hour

Section 17 of the Freedom of Information and Protection of Privacy (FOIP) Act has been considered when severing this content.

Note: OIC's and Firefighters are compensated a minimum of two (2) hours for all calls under two hours in duration. Honorariums will be processed on a monthly basis;

B. The County pays the Town per year for storage of County owned apparatus and equipment as outlined:

Year 1 - \$3500.00, each and every year after an increase of three percent will be applied to the previous year's amount, payable upon invoice.

C. The County agrees to pay the Town the outlined per hour rate when Town owned fire apparatus is utilized during County incidents to transport personnel and equipment. The exception is motor vehicle collisions on Provincial Highways or County Roadways for which the Town can invoice directly the Province or private insurance companies as applicable;

- Rescue Truck - \$150.00 per hour, minimum of two (2) hours, payable upon invoice from the Town.

Note ** Manpower is not included in this rate.

D. The County will provide to the Town access to Training Courses and access to the County Firefighter Training Grounds, no fee;

E. The County will ensure all Legal members are fit tested in accordance with Occupational Health and Safety Standards annually at the County's expense;

F. The County agrees to pay the Town \$4000.00 in year two and in year three of this agreement toward the purchase and maintenance of firefighter Personal Protective Clothing, payable upon invoice from the Town;

G. The County agrees to pay the Town per cubic meter of water utilized during County incidents at the commercial rate set by the Town, \$3.25 /cubic metre, payable upon invoice from the Town;

H. The Town agrees to pay the County \$150.00 per hour, minimum of two (2) hours, per County owned unit plus other relevant costs such as manpower, for Mutual Aid into Town boundaries as per computer automated dispatch reports generated by Parkland ECC, payable upon invoice from the County; and

I. The Town agrees to pay the County \$150.00 per hour, per unit, minimum of two (2) hours, for use within the Town limits as per computer automated dispatch reports generated by Parkland ECC, payable upon invoice from the County.