

2018-2021 FIRE SERVICE AGREEMENT

AGREEMENT

BETWEEN:

The Town of Legal
("Town")

- and -

Sturgeon County
("Sturgeon County")

PREAMBLE:

The Town, as 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 Town's administration.

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

Sturgeon County Protective Services is a department of Sturgeon County and the Town desires Sturgeon County to provide firefighting and related services to the Town.

Sturgeon County has agreed to provide the Services to the Town.

THE PARTIES AGREE AS FOLLOWS:

Interpretation

1. In this Agreement:

- (a) "Agreement" means this agreement and includes Schedules "A" and "B";
- (b) "Facility" means the portion of the Town Building allocated to the fire department for use, four apparatus bays, training/meeting room, and small office adjacent training/meeting room;
- (c) "Materials" includes all Records, software and other personal property produced by Sturgeon County in the delivery of the Services;
- (d) "Parties" means the parties to this Agreement, being the Town and Sturgeon County;

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- (e) “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;
 - (f) “Services,” means the services specified in Schedule A to be provided by Sturgeon County through Sturgeon County Protective Services to the Town under this Agreement; and
 - (g) “Town 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.
2. The terms and conditions of this Agreement are severable and any term or condition determined to be void or unenforceable 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.
 3. 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.

Conflict of Interest and Ethical Conduct

4. Sturgeon County must immediately notify the Town in writing of any conflict of interest Sturgeon County, or any employee, agent or other resource used by Sturgeon County under this Agreement, has or may reasonably have respecting the Services to be provided by Sturgeon 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. Sturgeon County warrants that it does not have any interests that conflict with Sturgeon County’s obligations to the Town under this Agreement.
 - (a) Sturgeon County shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of Sturgeon County or Sturgeon County 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) Sturgeon County shall not influence, or seek to influence, nor otherwise take part in a decision of the Town knowing that the decision might further Sturgeon County interests;

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- (ii) 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;
 - (iii) Sturgeon 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;
 - (iv) Sturgeon 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 Sturgeon County in relation to Sturgeon County employees and volunteers.
- (b) In the event Sturgeon County becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to Sturgeon County's performance of the Services, Sturgeon County shall immediately disclose such matter to the Town in writing. Upon such disclosure, Sturgeon 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 Sturgeon County is in a conflict of interest, the Town may terminate this Contract.

Town's Contact, Delegation

5. The Town designates the Chief Administrative Officer (CAO) as the Town's representative under this Agreement and as the prime contact who is authorized to communicate the Town's position to Sturgeon County on matters pertaining to this Agreement.
6. Sturgeon County designates the County Fire Chief as the Sturgeon 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.
7. The Town may, in the Town's absolute discretion, delegate any duties, powers or functions relating to the provisions of this Agreement to any person.

Period of Contract

8. Sturgeon County shall provide services pursuant to the terms of this Agreement commencing January 1, 2018, and terminating December 31, 2021.
9. The engagement of Sturgeon County as evidenced by this Agreement comes into effect on the date as stated in the above clause.

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Town Obligations

10. The Town will provide to Sturgeon County use and access to the existing Fire Hall, facility or a replacement building if the Fire Hall is destroyed for storage of the equipment, parking of fire vehicles and use by firefighting volunteers as soon as practicable. Sturgeon County will be charged annually, as defined in Schedule "B", for the use of the Fire Hall.

Use charges will be for facility areas as defined in Section 1, including utilities, one phone line (back up emergency line), internet access, storage of radio equipment/repeater, radio cabinetry, radio tower and washrooms in the building in which the Fire Hall is located.

11. The Town agrees to maintain the contracted emergency dispatch service arrangement with Parkland County or its successor.
12. Maintenance of hydrants will continue to be performed by the Town.
13. The Town agrees to maintain insurance, vehicle registration and pay for maintenance and all fuel costs associated with the Town Emergency Response Unit.

Sturgeon County's Service Provision

14. Sturgeon County agrees to provide the Services according to the terms of this Agreement as described in Schedule "A", at a rate or fee as described in Schedule "B", of this Agreement. Sturgeon County may not substitute any other agent or subcontractor to provide the Services without the express written consent of the Town, which consent may be withheld at the Town's sole discretion. The Town acknowledges that full time and volunteer fire fighters under the direction of Sturgeon County will be involved in the delivery of the Services.
15. Sturgeon County is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee or agent of the Town. Sturgeon County shall provide all administrative support and other resources required to deliver the Services unless otherwise agreed to in this contract.
16. Sturgeon County does recognize the Town's desire to have Medical First Responder (MFR) level of service within the Town boundaries. Sturgeon County agrees to work with applicable authorities in order to ensure adequate processes, training and guidelines are in place for the term of this agreement.

Asset Transfer and Management

17. The Town will transfer by way of bill of sale concurrent with the execution of this Agreement all the Fire Hall related assets (with exception of the facility itself), as described in Schedule "C" of this Agreement, to Sturgeon County.

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18. The assets will be transferred, to Sturgeon County, for a purchase price equal to the total depreciated value as mutually agreed upon. Payment by Sturgeon County of the purchase price shall be by way of set off against the amount payable by the Town to Sturgeon County for the Services provided.
 - (a) The set off shall be made each year against the annual fee, as defined in Schedule “B”, and as charged by Sturgeon County until outstanding balance of the purchase is zero. At that time Sturgeon County will continue to invoice the Town for services according to the term set in Schedule “B”.
19. Upon transfer of the assets, Sturgeon County will become the owner and will manage them accordingly.

Warranties

20. Sturgeon County warrants that the Materials will not infringe any patent, copyright, trade secret, industrial design, trademark or other proprietary or contractual right; and Sturgeon County agrees to indemnify the Town against any liability or expense arising out of any breach of this warranty.

This clause shall survive this agreement.

21. Sturgeon County agrees to correct any defects in the Materials at Sturgeon County’s own expense.

This clause shall survive this agreement.

Occupational Health and Safety - Workers’ Compensation

22. Sturgeon County 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 if applicable. On request, Sturgeon County will provide the Town with a certificate from the Workers’ Compensation Board showing Sturgeon County is registered and is in good standing with the board, if applicable.

Indemnity and Insurance

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

This clause shall survive this agreement.

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24. The Town agrees to indemnify and hold harmless Sturgeon County from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Town is legally 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 Sturgeon County with access to its facilities and systems, as necessary to enable Sturgeon County to fulfill its obligations under the Agreement. Sturgeon County, Sturgeon County 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 and FOIP

26. Custody and Control of Records

The Town acknowledges that this agreement, all data collected, produced, maintained or stored by the County in the performance of the County's duties under this agreement, belong to and shall remain under the control of the County and are subject to the Freedom of Information and Protection of Privacy Act.

The County acknowledges that the Town may release this Agreement and attachments according to the provisions of the FOIP Act.

This clause shall survive this Agreement.

27. Maintenance of Records

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

Invoicing for Services

28. Invoices for services rendered shall be submitted annually, or as otherwise agreed to, by both the Town and Sturgeon County and shall be paid within 60 days from the invoice date.
29. The Town shall only be liable to pay Sturgeon County for services rendered under the terms of this Agreement up to and including the date of termination of this Agreement.

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30. All property and services provided by Sturgeon County under this Agreement are being purchased by the Town of Legal and are not subject to the Goods and Services Tax (GST), with the exception of out of pocket expenses.

Notices

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

Communications

32. All communications shall be to the addresses below.

TO THE TOWN:

Town of Legal
Box 390, 5021-50 Street
Legal, Alberta
TOG – 1L0

Attention: CAO

TO STURGEON 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

33. Either party may terminate the engagement evidenced by this Agreement in full or in part at any time by giving a minimum of six (6) months' notice, unless otherwise agreed to, in writing to the other party of its intention to do so. Upon termination Sturgeon County shall submit an invoice for services rendered but not previously invoiced.

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34. Upon receipt of a notice of termination, Sturgeon County shall prepare and deliver to the Town a written report, if required, on the services rendered to the termination of the engagement.

This clause shall survive this agreement.

General Terms

35. Time is of the essence in this Agreement.

36. This Agreement enures 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.

37. This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the administrative and operations of the fire department by Sturgeon County.

This agreement and Appendixes and Schedules are complementary, however; in the event of conflict within or between the body of the Agreement and the Appendixes or Schedules, the provisions in the body of the Agreement shall govern.

38. 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.

39. 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.

40. In the event of motor vehicle collisions within the County or other incidents within the Town Corporate Limits where the Town Emergency Response Unit is utilized the Town will be responsible, as applicable, for all invoicing to the Province or other related parties ie: insurance companies. The Town receives all re-imburement as invoiced.

The Town acknowledges that the County will not reimburse the Town for use of the Emergency Response Unit.

41. Sturgeon 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.

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

TOWN OF LEGAL

Date: _____

Carol Tremblay, Mayor

Robert Proulx, CAO

STURGEON COUNTY

Date: _____

Alanna Hnatiw, Mayor

Peter Tarnawsky, County Commissioner

Patrick Mahoney, Fire Chief

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Schedule “A” – Sturgeon County Service Provisions

1. Manage and coordinate the Fire Hall related activities, including but not limited to: officers and/or firefighter meetings, volunteer recruitment, and training.
2. Oversee the District Fire Chief, Officers, the members, and validate the appointment thereof.
3. Coordinate and manage all vehicle and equipment maintenance and fuel costs, including certifications and insurance requirements.
4. Ensure and provide adequate supplies for operation of the volunteer fire services.
5. Manage the delivery of firefighting services according to the Town of Legal Bylaw(s) through application of Sturgeon County’s approved standard operating guidelines. Copies of documentation as required by the Town in administration of its Fire Bylaw will be provided in a timely manner, ie: copies of fire reports, receipts for cost incurred.
6. Respond to all emergency calls which originate within the boundaries of the Town. Emergency calls shall mean calls which request the fire department or firefighting services to attend or be provided.
7. Implement and communicate implementation of fire bans and the lifting of fire bans.
8. Inspection and approval of all fire pits within Town limits.
9. Oversee and act as the Authority of Having Jurisdiction on Alberta Fire Code Inspections and related matters on an “As Requested” or “As Required” basis.
10. Provide an annual report to Council, completion of all Provincial fire related reports as required, and assist with other fire department reports (i.e. budget, insurance, etc.)
11. Maintain insurance requirements for operational liability. Equipment and firefighters.
12. Maintain WCB Requirements for full time and paid on call/volunteer firefighters.
13. Act as primary contact and coordinate Town related volunteer initiatives, requests for Fire Department participation.

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Schedule "B" – Fees

Sturgeon County Fees Chargeable to the Town:

Fees will be invoiced annually. The fee for Services will be a flat fee in the first year of this Agreement and shall increase by 3% each subsequent year of the term of this Agreement. The Town agrees to pay the following:

- 2018 – Credit of \$25,750, Town pays \$0.00;
- 2019 – Credit \$26,522.50, Town pays balance \$0.00;
- 2020 - Credit \$7728.00, Town pays balance of \$19,590.18; and
- 2021 - Credit \$0.00, Town pays balance of \$28,137.72.

Town Fees Chargeable to Sturgeon County:

(1) Facility Use charges. The facility use charge will be a flat fee in the first year of this agreement and shall increase by 3 % each subsequent year of the term of this agreement, regardless of the number of County owned apparatus stored:

- 2018 = \$8497.50
- 2019 = \$8752.42
- 2020 = \$9014.99
- 2021 = \$9285.43

(2) The County agrees to pay the Town per cubic metre for water used during emergencies within the County as the commercial rate set by the Town, payable upon invoice from the Town. Water used during firefighter training will not be invoiced for.

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Schedule "C" – Legal Asset Listing

1. Four (4) – Scott Self Contained Breathing Apparatus
2. Eight (8) – Scott Air Bottles
3. Portable Radios, charges and batteries, x eleven (11)
4. Medical Supplies, including Life Pack AED
5. Saws, Husqvarna chainsaw, Tempest Vent Master K12 and Milwaukee Reciprocating Saw
6. Air Bags x 2, with controllers
7. 2000-Watt Generac Generator and electrical cords
8. Angus Thermal Imaging Camera with charger
9. Miscellaneous equipment and hand tools
10. Person Protective Clothing (Bunker Jackets and Pants, Helmets, gloves etc)

Total Value of Assets Being Transferred to County = \$60,000.00

Note: Firehall Furnishings (tables, chairs, fridge, washing machine, coffee makers (s), pressure washer and office computer) remains property of the Town. The Town is responsible for all maintenance repair and or replacement of these items.