

AGREEMENT

BETWEEN:

Summer Village of Sunrise Beach

(the "Village")

-and-

Sturgeon County

(the "County")

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

AND Whereas the Village and the County have agreed that the County will provide firefighting and related services to the Village within the boundaries of the Village subject to the terms, conditions and provisions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

Interpretation

1. In this Agreement:

- (a) "Agreement" means this Agreement and includes Schedules "A" and "B" ;
- (b) "Dispatch" means Sturgeon County Dispatch Services, 911;
- (c) "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 County under this Agreement, including firefighting services, fire protection services, rescue services and response to incidents;
- (d) "Materials" includes all Records, software and other personal property produced by the County and the Village in the delivery of the Services;
- (e) "Materials" includes all records, software and other personal property produced by Sturgeon County in the delivery of the Services;

- (f) "Parties" means the parties to this Agreement, being the Village and Sturgeon County ;
 - (g) "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;
 - (h) "Services," means the Firefighting Services specified in Schedule A and other related services as contained within the Sturgeon County Emergency Services Operating Guidelines to be provided by the County to the Village under this Agreement;
 - (i) "Sturgeon County Protective Services" means the department of Sturgeon County which provides firefighting services and related emergency services.
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.

Prime Contractor's Contact

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

Period of Contract

7. The County shall provide the Services to the Village pursuant to the terms of this Agreement commencing February 1, 2015, and terminating December 31, 2017.
8. The engagement of the County as evidenced by this Agreement comes into effect on the date as stated in the above clause.

The Village's Obligations

9. The Village will provide to the County, on an ongoing basis, up to date information and maps of roads, buildings (including residences), possible water sources, petroleum/dangerous goods storage areas, other major areas of concern or perceived hazards within the boundaries of the Village.
10. The Village agrees to maintain roads and major access routes within the Village in a condition suitable for access by firefighting apparatus.
11. All required maintenance of hydrants, if any, and pump station(s) or other related water sources within the Village will be the responsibility of the Village at its expense.

Sturgeon County's Service Provision

12. The 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. The County may not substitute or delegate its responsibilities under this Agreement to provide the Services to any other agent or a subcontractor without the express written consent of the Village, which consent may be withheld at the Village's sole discretion. The Village acknowledges that volunteer fire fighters under the direction of the County will be involved in the delivery of the Services.
13. The County shall not be in default of its obligations under this Agreement if it is unable to provide the Services in response to a request by the Village if the personnel and volunteers of Sturgeon County Protective Services are deployed in responding to a pre-existing emergency within the Village or the County.
14. The 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 Village. The County shall provide all administrative support and other resources required to deliver the Services, including dispatch services, unless otherwise agreed to in this Agreement.

Occupational Health and Safety - Workers' Compensation

15. The 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, the County will provide the Village with a certificate from the Workers' Compensation Board showing the County is registered and is in good standing with the board, if applicable.

Indemnity and Insurance

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

This clause shall survive this Agreement.

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

This clause shall survive this agreement.

Safety and Security

18. Subject to the Village's reasonable security requirements, the Village will provide the County with access to its facilities and systems, as necessary to enable the County to fulfill its obligations under this Agreement. The County, the County's employees, subcontractors and agents, when using any of the Village's buildings, premises, equipment, electronic hardware and software must comply with all safety and security policies, regulations and directives in place at the time relating to those buildings, premises, equipment, electronic hardware and software.

Records Management, Access, Copyright and FOIP

19. The County shall treat all Records and information provided or made available by the Village to the County for the purpose of fulfilling the County's or the Village's obligations under this Agreement as privileged and confidential. The County shall not use or disclose such Records or information for any other purpose without the written consent of the Village.

This clause shall survive this Agreement.

20. The County acknowledges that this Agreement and all Records received, collected, produced or stored by the County pursuant to this Agreement, with the exception of the County's own administrative, financial or human resource management records, belong to and shall remain under the control of the Village and are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). Upon notification by the Village's designate identified in paragraph 4 of this Agreement of receipt of an access to information request, the County shall provide to the Village, at the Village's expense, copies of all Records specified by the Village's designate within 5 days of the notification.

The Village acknowledges that the County may be required to disclose release this Agreement and the attachments hereto pursuant to the provisions of the FOIP Act.

This clause shall survive this Agreement.

21. From the date of termination or expiry of this Agreement, the Village reserves the right to require the County to manage the Records created pursuant to this Agreement at the County's expense for a period of 3 years (or such longer period as the Village deems necessary) and then destroy them.

This clause shall survive this Agreement.

Accountability

22. 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 Village or the Village's own representative at all reasonable times upon reasonable notice. The Villageshall have the right to make copies at the County Office, at the Village's expense, of any such Records or parts thereof.

This clause shall survive this Agreement.

Invoicing for Services

27. Invoices for services shall be in accordance with Schedule B of this Agreement and shall be forwarded within 60 days of the incident to the Village and paid within 60 days from the invoice date. Invoices are to be submitted to:

Summer Village of Sunrise Beach

Box 63, Site 1, RR 1

Onoway, AB T0E 1V0

Attention: CAO

28. All Services provided by the County to the Village under this Agreement are not subject to the Goods and Services Tax (GST).

The failure to pay any invoice(s) within the specified period in accordance with paragraph 27 may result in Services being suspended by the County at the County's sole discretion.

Notices

29. 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 VILLAGE:

Summer Village of Sunrise Beach

Box 63, Site 1, RR 1

Onoway, AB T0E 1V0

Attention: 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

30. Either party may terminate this Agreement at any time by giving a minimum of three (3) months' notice, unless otherwise agreed to, in writing to the other party of its intention to do so. Upon termination, any remaining funds required to be paid to the County by the Village will be paid within 60 days.
31. Upon receipt of a notice of termination, the County shall prepare and deliver to the Village a written report, if required, on the Services rendered up to the termination date.

This clause shall survive this Agreement.

General Terms

32. Time is of the essence in this Agreement.
33. 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.
34. This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the provisions of the Services by the County. 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 the 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.
35. 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.
36. 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.

37. The Village acknowledges that the County has no obligation to renew, extend or offer a new contract at the end of the term of this Agreement, or upon termination of this agreement.

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

VILLAGE

Date: Dec 2, 2014

Wendy Wildman

Ms. Wendy Wildman, Village CAO

[Signature]

Mayor

STURGEON COUNTY

Date: _____

Tom Flynn, Mayor

Peter Tarnawsky, County Commissioner

Patrick Mahoney, Fire Chief/Manager of Protective Services

“Schedule A” –Firefighting Services

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 County under this Agreement, including such services as:

- Response to Structural Fires within the boundaries of the Village;
- Response to Motor Vehicle Collisions on roadways within the boundaries of the Village;
- Response to Wildland/Urban Interface/Grass Fires within the boundaries of the Village; and
- Provide assistance on medical calls in conjunction with Alberta Health Services as requested by them; and

Note:

When Sturgeon County Protective Services are dispatched to a location within the boundaries of the Village as a result of a 911 emergency call the Sturgeon County Fire Chief/Manager of Protective Services or a designate will also be notified.

If available the Sturgeon County Fire Chief/Manager of Protective Services or a designate will respond as well.

“Schedule B” – Fees for Services

1. The Village agrees to pay the amount of \$2000.00 to the County annually to administer and monitor Agreement.

2. Each time the County provides Services to the Village the following fees shall be charged and paid to the County.
 - a. The sum of \$610.00 for each hour or fraction thereof, for each piece of fire apparatus responding to the emergency;

 - b. The sum of \$180.00 for each hour or fraction thereof, for each command vehicle responding to the emergency; and

 - c. The sum of \$150.00 for each hour or fraction thereof for fire investigation services and inspection services on an as required, as requested basis. Sturgeon County Protective Services are required under the Alberta Fire Code to conduct a cause and origin investigation on all fires.

3. Should the Services of the Sturgeon County Protective Services be requested by a means other than through the Sturgeon County Dispatch Services, 911, such as the Village representative or designate, the same fees shall be charged for Services rendered regardless of the authenticity of such a call.