

TRANSITORY
For Reference Only
DO NOT FILE

AGREEMENT

BETWEEN:

The Town of Redwater
("Town")

- and -

Sturgeon County
("County")

TRANSITORY
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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*, the County may provide a service that the County provides in the County to another municipality with the agreement of that other municipality.

The County Protective Services is a department of the County and the Town desires the County to provide firefighting, administration, leadership and related services to the Town as it relates to managing and operating a fire department.

The 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", "B", "C" and "D";
- (b) "Emergency Response Unit" means a rescue truck and for the purposes of this agreement is the 1995 GMC vehicle, Serial # 1GDKH32N253503571 which will be replaced by a 2012 unit, Serial # 1FVACXBSXCDBU4369 scheduled to be delivered summer 2012 and to be used both in the Town and in the County or any other municipality provided a mutual aide agreement is in place.
- (c) "Engine" means a fire truck or pumper truck and for the purposes of this agreement is the 2004 fire truck, Serial #1FVACYCS34HM79288 or any replacement vehicle to be used only within the Town's corporate limits.
- (d) "Fire Hall" means the building that houses all fire department related equipment and vehicles and is located at 4925 – 47 Street in the Town.

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- (e) "Materials" includes all Records, software and other personal property produced by the County in the delivery of the Services;
 - (f) "Parties" means the parties to this Agreement, being the Town and the 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 services specified in Schedule A to be provided by the County through the County Protective Services to the Town under this Agreement;
- 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. 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) The County shall not influence, or seek to influence, nor otherwise take part in a decision of the Town knowing that the decision might further the County's interests;
 - (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) 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;
- (iv) 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

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 the County on matters pertaining to this Agreement.
- 6. The County designates the County Fire Chief 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.
- 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. The County shall provide services pursuant to the terms of this Agreement commencing June 1, 2012 and terminating December 31, 2016.
- 9. The engagement of the County as evidenced by this Agreement comes into effect on the date as stated in the above clause.

Town Obligations

- 10. The Town will provide to the County use and access to the existing Fire Hall or a replacement building if the Fire Hall is destroyed for storage of the equipment, parking of fire vehicles and use by firefighting volunteers. The County will be charged annually, as defined in Schedule "B", for the use of the Fire Hall. Use charges will include: meeting room, Officer's room, bays, storage room, locker room, utilities, phone, fax, internet and access and utilization of the entire building except that area allocated for Emergency Medical Services as indicated in agreement Alberta Health Services as outlined in Schedule "D". Washroom and lobby/entrance area will be jointly utilized and this area is also outlined in Schedule "D". The Town shall retain the right to access the Fire Hall and any use requirements the Town may have, these requirements shall be communicated to the County prior to the use.

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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 Engine, Emergency Response Unit and Fire Hall.
13. The Town agrees to maintain the contracted emergency dispatch service arrangement with Parkland County or its successor.
14. Maintenance of hydrants will continue to be performed by the Town.
15. The Town agrees to pay all vehicle and equipment maintenance and fuel costs associated with the Town's Engine.
16. The Town agrees to maintain the required portable radio license.

The County's Service Provision

17. 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 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 volunteer fire fighters under the direction of the County will be involved in the delivery of the Services.
18. The Town may reimburse the County for reasonable out-of-pocket travel and living expenses, incurred to deliver the Services, as approved by the Town.
19. 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 Town. The County shall provide all administrative support and other resources required to deliver the Services unless otherwise agreed to in this contract.

Transfers and Management

20. The Town will transfer by way of bill of sale concurrent with the execution of this Agreement all fire related equipment as described in Schedule "C" of this Agreement, to the County.
21. The equipment will be transferred to the County for a purchase price equal to the total, depreciated value as mutually agreed upon. If the Town and the County cannot agree to the depreciated value, an agreed upon 3rd party may be engaged to value the equipment. Payment by the County of the purchase price shall be by way of set off against the amount payable by the Town to the 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 the County until the outstanding balance of the purchase price is zero. At that time the County will continue to invoice the Town for services according to the terms set in Schedule "B".

22. Upon transfer of the equipment, the County will become the owner and will manage them accordingly.
23. Upon the conclusion of this or any replacement Agreement, the County will agree to transfer all operational equipment listed in Schedule "C" or replaced or placed thereof associated with the Fire Hall, Engine and Emergency Response Unit, back to the Town in proper working order, reasonable wear and tear accepted. The equipment will be transferred to the Town for a purchase price equal to the total, depreciated value as mutually agreed upon. If the Town and the County cannot agree to the depreciated value, an agreed upon 3rd party may be engaged to value the equipment. This ensures that a fully equipped and operational Engine, Emergency Response Unit and Fire Hall is available back to the Town.

Warranties

24. The County warrants that the Materials will not infringe any patent, copyright, trade secret, industrial design, trademark or other proprietary or contractual right; and the 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.

25. The County agrees to correct any defects in the Materials at the County's own expense.

This clause shall survive this agreement.

Occupational Health and Safety - Workers' Compensation

26. 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 Town 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

27. The 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 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.

28. The Town 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 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.

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Safety and Security

29. 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

30. The County shall treat all Records and information provided or made available by the Town to the County for the purpose of fulfilling the County's or the Town'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 Town.

This clause shall survive this agreement.

31. 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 Town and are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). Upon notification by the Town's designate identified in paragraph 5 of this Agreement of receipt of an access to information request, the County shall provide to the Town, at the County's expense, copies of all Records specified by the Town's designate within 5 days of the notification.

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.

32. From the termination of this Agreement, the Town 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 7 years (or longer) and then destroy them.

This clause shall survive this agreement.

Accountability

33. 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

34. Invoices for services rendered shall be submitted bi-annually, 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:

Town of Redwater
Box 397
Redwater, Alberta, T0A 2W0

35. The Town shall only be liable to pay the County for services rendered under the terms of this Agreement up to and including the date of termination of this Agreement.
36. All property and services provided by the County under this Agreement are being purchased by the Town 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, or as otherwise agreed to, by the Town 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

37. The County shall only 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

38. 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 Redwater
Box 397
Redwater, Alberta, T0A 2W0

Attention: CAO

TO THE COUNTY:

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

Attention: Fire Chief

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

Termination

39. Either party may terminate the engagement evidenced by this Agreement in full or in part at any time by giving a minimum of one (1) years' notice, unless otherwise agreed to, in writing to the other party of its intention to do so. Upon termination the County shall submit an invoice for services rendered but not previously invoiced. Any such termination shall not result in a termination by the Town of the use by the County of the Fire Hall for storage of the equipment and parking of fire vehicles, which use shall continue.
40. Upon receipt of a notice of termination, the 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.

41. 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.

General Terms

42. Time is of the essence in this Agreement.
43. 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.
44. This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the engagement of 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 Appendixes and Schedules are complementary, however; in the event of conflict within or

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between the body of the Agreement and the Appendixes or Schedules, the provisions in the body of the Agreement shall govern.

- 45. 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.
- 46. 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.
- 47. 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.

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

Date: May 3, 2012

TOWN OF REDWATER

Mel Smith
Mel Smith, Mayor

Deb Hamilton
Deb Hamilton, CAO

Date: May 22, 2012

STURGEON COUNTY

Donald Rigney
Donald Rigney, Mayor

Peter Tarnawsky
Peter Tarnawsky, County Commissioner

Patrick Mahoney
Patrick Mahoney, Fire Chief

816688; May 2, 2012

Schedule "A" – Services

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 where required. The costs associated with the Town Engine will be charged back to the Town.
4. Maintain insurance requirements for operational liability, equipment and firefighters. Vehicle insurance and registration for the Town's Engine and Emergency Response Unit will be maintained by the Town.
5. Ensure and provide adequate supplies for operation of the volunteer fire services.
6. Manage the delivery of fire fighting services according to the Town's Fire Bylaw through application of Sturgeon County's approved standard operating guidelines. Copies of documentation as required by the Town in the administration of its Fire Bylaw will be provided in a timely manner, ie: copies of fire reports, receipts for cost incurred.
7. Respond to all emergency calls with the Town's Engine or other emergency response vehicles, as the case may be, which originate within the boundaries of the Town as soon as is reasonably possible on a year round 24 hours per day basis each day during the term of this Agreement. Emergency calls shall mean calls which request the fire department or fire fighting services to attend or be provided. The Town's Engine shall not respond to calls outside the corporate limits of the Town unless express prior approval is obtained from the Town.
8. Implement and communicate implementation of fire bans and the lifting of fire bans.
9. Inspection and approval of all fire pits within Town limits.
10. Act as primary contact and coordinate Town related volunteer initiatives.
11. Provide a bi-annual report to the C.A.O. and to Council, completion of all Provincial fire related reports as required, and assist with other fire department reports (i.e. budget, equipment and asset lists, statistics, etc.).



Schedule "B" – Fees

Sturgeon Fees Chargeable to the Town:

1. Fees will be invoiced annually.

The fee for Services will be a flat fee in the first year of this Agreement, the fee for service will be a flat fee in the second year of this agreement and then shall increase by 3% in the third year of the term of this Agreement and by an additional 3% in each subsequent year of the term of this Agreement.

Any outstanding balance of the purchase price of the assets described in Schedule "C", that exists at the termination of this agreement within the first three years shall be paid to the Town by Sturgeon County.

- June 2012 – Dec 31, 2012 = \$22,500 Fee – credit of \$12,000 = \$10,500 Owing
- Jan 1, 2013 – Dec 31, 2013 = \$45,000 Fee – credit of \$20,000 = \$25,000 Owing
- Jan 1, 2014 – Dec 31, 2014 = \$45,000 x 3% = \$46,350 – credit of \$20,000 = \$26,350 Owing
- Jan 1, 2015 – Dec 31, 2015 = \$46,350 x 3% = \$47,740
- Jan 1, 2016 – Dec 31, 2016 = \$47,740 x 3% = \$49,172

Town Fees Chargeable to Sturgeon:

1. Facility Use charges will be a flat fee of \$10,500.00 in the first year of this Agreement and shall increase by 3% in the second year of the term of this Agreement and by an additional 3% in each subsequent year of the term of this Agreement.

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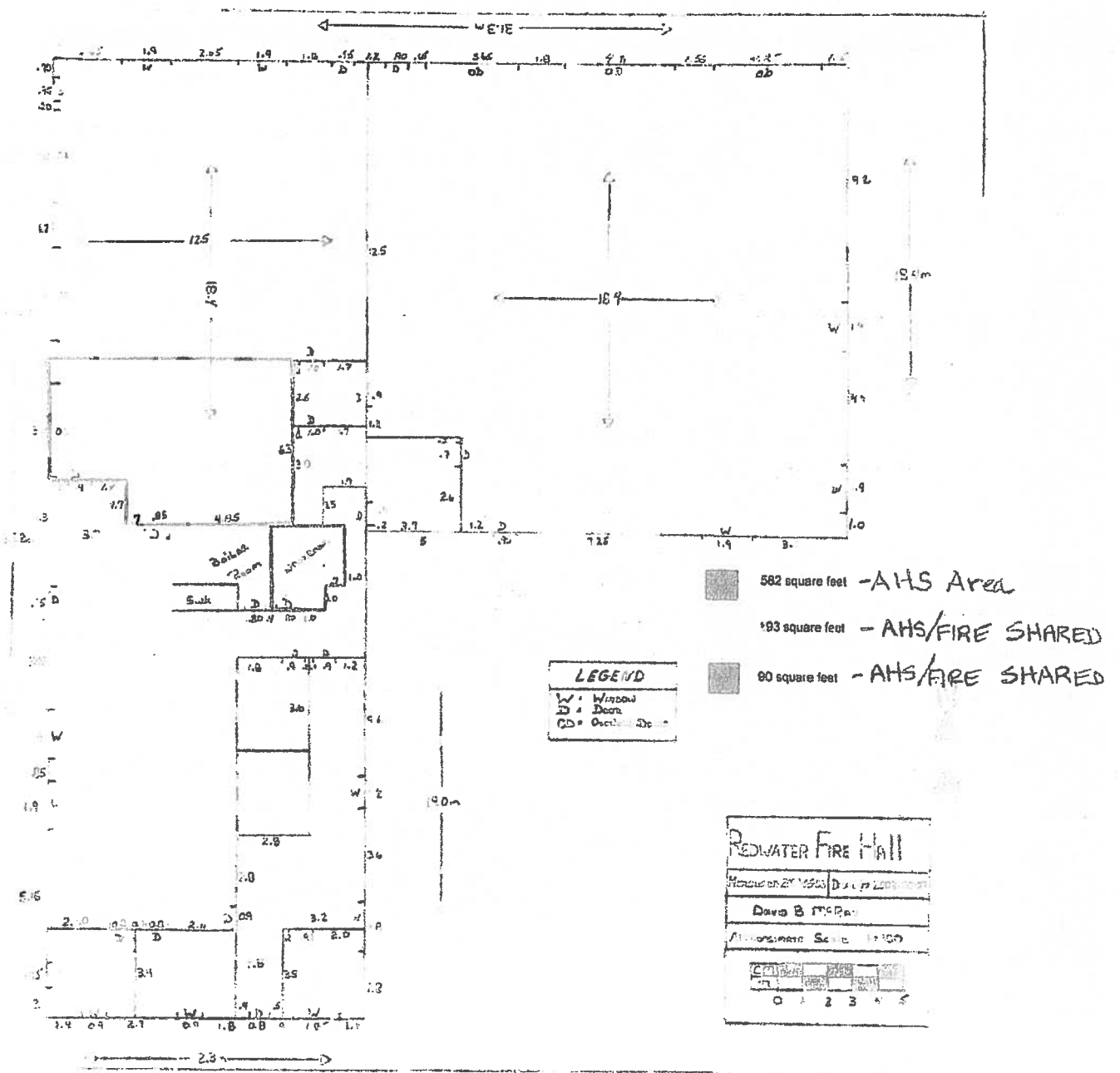
Schedule "C" - Redwater Firefighter Asset Listing

1. 2009 Yamaha Rhino-off road quad
 - a. Serial # 5YAM16W39A301760
2. 4 X 6 Tandem Trailer (Tub Trailer)
3. 20 ft. Equipment Trailer
 - a. Serial # 2DAEC62704T003408
4. MSA Thermal Imaging Camera
5. Scott AP-75, Self-Contained Breathing Apparatus x Two
6. Scott AP-50, Self-Contained Breathing Apparatus x Six
7. Set of Amkus Jaws of Life
8. Set of Rescue 42 Strut System
9. Holmatro Air Bag Set
10. Also to include the following:
 - a. Portable Radios, charges and batteries;
 - b. Spare Air Bottles
 - c. Miscellaneous tools and consumables on Town Engine;
 - d. Miscellaneous tools and consumables on Town Emergency Response Unit; and
 - e. Miscellaneous tools and consumables in the fire hall.



SCHEDULE "D"

Redwater Fire Hall



Warning Scale Altered By Photocopier

Handwritten signature or initials