

TRANSITORY  
For Reference Only  
DO NOT FILE

## **2014 FIRE SERVICES AGREEMENT**

BETWEEN:

The Town of Morinville  
("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", "B"; and "C";
- (b) "Fire Hall" means the building that houses all fire department related equipment and vehicles and is located at 10021-100 Street in the Town;
- (c) "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;
- (d) "Fire Service Area" means the geographic area as outlined in Schedule "C" within which the Town will provide Call Handling Services and Firefighting Services under this Agreement for the County;
- (e) "Firefighter(s)" means the firefighter(s) or rescue technician(s) who are, from time to time, members of the Morinville Fire Department;
- (f) "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 firefighting services, fire protection services, rescue services and response to incidents;

- (g) "Materials" includes all Records, software and other personal property produced by the County and Town in the delivery of the Services;
- (h) "Parties" means the parties to this Agreement, being the Town and the County ;
- (i) "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
- (j) "Services," means Call Handling Services and Firefighting Services.

### **Town's Contact, Delegation**

- 2. The Town designates the Director of Corporate Operations 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/her designate.

### **Period of Contract**

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

### **Town Obligations**

- 6. The County hereby engages the Town to provide to the County in the Fire Service Area the Call Handling Services and Firefighting Services in a timely, efficient and economic manner and in such other areas of the County which the Parties may agree on from time to time according to 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 as well as the placement of the County's Bauer Breathing Air system, which will be operated by the Morinville Fire Department.
- 8. In consideration for the Services, the County will pay the fees set out in schedule "B" of this Agreement.
- 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 County incidents will take priority for County Firefighting Equipment and Town incidents will take priority for Town Firefighting Equipment, as determined by the Town Fire Chief or his or her designate (hereinafter referred to as the "Officer in Charge")

10. The County acknowledges, accepts and agrees that in the event a Town incident takes priority, 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 within the Town which the Officer in Charge deems a priority.
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 Firefighting Equipment 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 maintain the same contracted emergency dispatch service as utilized by the County to provide Call Handling Services and be responsible for all associated costs.
14. 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 maintain the required town radio licenses and to be responsible for all associated costs.

#### **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 and testing to any vehicles, breathing air system, and equipment comprising a part of the County's Firefighting Equipment and 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 County including the defined 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 for the purpose of discharging the obligations of the Town hereunder. The County agrees to maintain the required radio licensing and be responsible for associated costs.

20. The County agrees to maintain the same contracted emergency dispatch service as utilized by the Town and be responsible for all associated costs. 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.
21. The County agrees to supply, maintain and license at the County's expense, all County fire department communication equipment.
22. The County agrees to provide training opportunities for Town members from their firefighter training calendar in NFPA 1001, 1021, and other accredited courses.
23. The County agrees to pay fees and contributions as outlined in Scheduled "B".

#### **Occupational Health and Safety - Workers' Compensation**

24. 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 Morinville 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**

25. 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.

26. 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**

27. Subject to the Town's reasonable security requirements, the Town will provide the County with reasonable 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**

28. The Town shall treat all Records and information provided or made available by the County to the Town for the purpose of fulfilling the County's or the Town's obligations under this Agreement as privileged and confidential. The Town shall not use or disclose such Records or information for any other purpose without the written consent of the County.
29. The County shall ensure any software record keeping system changes are coordinated with the Town's IT personnel and that all cost including but not limited to: licencing cost, equipment changes, staff training are covered by the County.
30. The Town acknowledges that this Agreement and all Records received, collected, produced or stored by the Town pursuant to this Agreement, with the exception of the Town's own administrative, financial or human resource management records, belong to and shall remain under the control of the County and are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). Upon notification by the County's designate identified in paragraph 6 of this Agreement of receipt of an access to information request, the Town shall provide to the county, at the Town's expense, copies of all Records specified by the County'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.

#### **Accountability**

31. 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**

32. Invoices for services shall be in accordance with Schedule B of this Agreement 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

33. 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.
34. Services provided by the Town under this Agreement, where applicable may be 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 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

35. 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**

36. 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 Morinville  
10125 - 100 Avenue  
Morinville, AB T8R 1L6  
Attention: Director of Corporate Operations

#### **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**

37. Either party may terminate this Agreement in full or in part at any time by giving a minimum of one (1) 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.
38. Upon receipt of a notice of termination, the both parties shall prepare and deliver to each a written report, if required, on the Services rendered prior to the termination of the Agreement.

This clause shall survive this Agreement.

39. 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**

40. 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) The Town shall not influence, or seek to influence, nor otherwise take part in a decision of the County knowing that the decision might further the Town's interests;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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.

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) 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.

### **General Terms**

42. Time is of the essence in this Agreement.
43. 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.
44. 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.
45. This Agreement insures 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.




46. 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 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.
47. 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.
48. 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.
49. The Town and County acknowledge that neither party has an 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: Nov. 25/14.

**TOWN OF MORINVILLE**


  
Lisa Holmes, Mayor

  
Deb Oyarzun, CAO

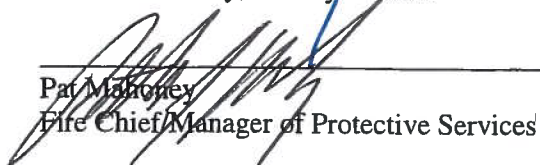
  
David Schaefer, Director Corporate Operations

Date: 2014-11-25

**STURGEON COUNTY**

  
Tom Flynn, Mayor

  
Peter Tarnawsky, County Commissioner

  
Pat Mahoney  
Fire Chief/Manager of Protective Services

## **SCHEDULE "A"**

- A. Keep and maintain in readiness the Firefighting Equipment, including the proper storage and housing of the same;
- B. Notify the affected parties of any damage and required repairs to any items and vehicles comprising a part of the Firefighting Equipment;
- C. Dispatch as required, or requested, the Firefighting Equipment (whether Town or County owned) and as reasonably possible, the required 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 and quality 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 to the same standard that similar Services would be provided to the Town, on a year round 24 hours per day basis each day during the term;
- F. The town will manage and operate the County Bauer Breathing Air system on a 24 hours basis in emergency situations and, on arranged evenings, for non-emergency situations. Should this Agreement be terminated for any reason, the County grants the Town first right of refusal to purchase the County Bauer Breathing Air System; Storage will be provided at no cost to the County.
- G. The Town agrees to supply and maintain, at the Town's expense, all Town fire department portable radios. The Town acknowledges that it is their responsibility to supply and maintain at its own expense mobile radios used in Town owned vehicles;
- H. Carry out its obligations pursuant to this Agreement in compliance with all Bylaws, Statutes, Standard Operating Guidelines and Regulation passed by any competent authority having jurisdiction;
- I. Keep and maintain proper County 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 to Alberta Transportation or the County. The Town is not to issue any charges or fees to County residents or businesses for services rendered on personal or privately owned property in the County.

- K. Will ensure all members are fit tested in accordance with Occupational Health and Safety Standards annually at the Town's expense; and
- L. Will ensure all members when responding into the County are equipped with proper Personal Protective Equipment (PPE) that is maintained in accordance with National Fire Protection Association Standards (NFPA).

**SCHEDULE "B"**  
**FEES & CONTRIBUTIONS**

- Incident honorariums are to be compensated by the County to the Town, at the following rates:
  - a. [REDACTED] per Officer-in-Charge (OIC) per hour ;
  - b. [REDACTED] per Firefighter per hour; and Severed in line with Section 17 of the FOIP Act
  - c. OIC's and Firefighters are compensated a minimum of two (2) hours for all responding calls
- The County pays the Town per County fire vehicle per year for storage as outlined:  
Year 1 - \$3500/vehicle, Year 2 -\$3600/vehicle, Year 3- \$3700/vehicle
- The County agrees to pay the Town per year for standby/administration as outlined:  
Year 1 - \$4000.00, Year 2 -\$5000.00 and Year 3 - \$6000.00
- The County agrees to pay the Town the outlined per hour rate when Town owned fire apparatus are utilized during County incidents:
  - 1) Ladder Truck - \$300.00 per hour X (2) hr Min
  - 2) Rescue Truck- \$150.00 per hour X (2) hr Min
  - 3) Pumper Truck- \$150.00 per hour X (2) hr Min
  - 4) Unit 8 - \$75/hour X (2) hr

Note: \*\* Manpower is not included in these rates.

- The County agrees to pay \$8000.00 annually to be used for the purchase and maintenance of Personal Protective Equipment; and
- The Town agrees to pay the County \$150.00 per hour, per County owned unit plus other relevant costs such as manpower, for Mutual Aid into Town boundaries.

Both Parties will review all fees & contributions prior to June 30<sup>th</sup> of each year.

# Morinville Fire District

Schedule C

Sturgeon  
County

