

FIRE SERVICES AGREEMENT

THIS AGREEMENT effective the 1st day of January 2023

BETWEEN:

THE MUNICIPALITY OF THE TOWN OF SEXSMITH
("Town")

- and -

THE COUNTY OF GRANDE PRAIRIE NO. 1
("County")

WHEREAS the parties to this Agreement are Municipal Corporations within the Province of Alberta, incorporated pursuant to the *Municipal Government Act*, RSA 2000, M-26, as amended [MGA];

AND WHEREAS the parties are neighboring municipalities that share a common border;

AND WHEREAS the County wishes to contract with the Town for the purposes of receiving fire protection services ("Services") from the Town within specified areas of the County;

AND WHEREAS the Town wishes to contract with the County for the purposes of receiving fire administrative services ("Administrative Services") within the Town;

AND WHEREAS the parties wish to work together to increase the training of the Town's firefighting personnel and promote public education regarding fire awareness and firefighting issues within the Town;

AND WHEREAS the MGA authorizes a municipality to enter into an agreement with a person, other municipality or an agency or department of the Government of Alberta or the Government of Canada for the purposes of providing Services;

AND WHEREAS the parties entered into a Municipal Fire Protection Agreement dated January 11, 2021, which they now mutually wish to terminate and replace with this Agreement;

AND WHEREAS the respective municipal councils of both parties to this Agreement have approved the terms and conditions herein thereby authorizing each of the parties to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual terms and covenants contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

SERVICES

1. The Town shall provide the Services from January 1, 2022, to December 31, 2026 (“Term”) within specified areas of the County identified in the attached Schedule A to this Agreement.
2. The County shall pay to the Town the following fees per year for the Services, payable in quarterly instalments (“Service Fees”):
 - a) year one (2022): \$113,480.00;
 - b) year two (2023): \$117,451.80;
 - c) year three (2024): \$121,562.61;
 - d) year four (2025): \$125,817.30;
 - e) year five (2026): \$130,220.91;

Upon any early termination of this Agreement, the Service Fees owing for the fraction of the year that the Agreement is in effect shall be pro-rated on a daily basis and are payable prior to the last day of the Term.

3. During the Term of this Agreement, the County shall be responsible for the following at its sole expense:
 - a) providing the number and type(s) of fire trucks and equipment to the Town as it deems operationally necessary for the Town to meet a reasonable level of service, including an appropriate emergency response/administration vehicle for the head of the Town’s fire department (“District Chief”);
 - b) registering and insuring all fire trucks and equipment provided pursuant to section 3(a);
 - c) reimbursing the Town for the fuel utilized by all fire trucks provided pursuant to section 3(a);
 - d) performing regular maintenance and repairs to all fire trucks and equipment provided pursuant to section 3(a), as may be determined necessary by the County;
 - e) providing Alberta First Responders Radio Communications System (“AFRRCS”) mobile radios in all fire trucks provided pursuant to section 3(a).
 - f) providing Automatic Vehicle Location (AVL) hardware and service, inclusive of mobile WIFI in all firefighting vehicles owned by the Town and in all firefighting vehicles provided pursuant to section 3(a);

- g) replacing and/or repairing any fire trucks or equipment provided pursuant to section 3(a) that becomes damaged or worn out through regular use and normal wear and tear, provided that the Town returns any damaged or worn-out parts, pieces, truck, or equipment to the County. However, the Town shall repair and/or replace any fire truck(s) or equipment of the County that becomes damaged through the negligence of the Town's volunteers, employees, or agents;
 - h) purchasing volunteer liability insurance and firefighter life and disability insurance for volunteer firefighters approved for service by the Town;
 - i) providing firefighting foam for the Town, the quantity of which shall be determined by the County. However, the Town shall be responsible for transporting same from the County to the Town;
 - j) providing 911 dispatch services to the Town's fire department;
 - k) performing drivers' abstract checks on all firefighting personnel, including volunteers, who will be operating fire trucks owned by the County;
 - l) providing the Town with access through subscription to 'Fire Manager' software;
 - m) providing the Town with access through subscription to 'E Dispatch' software;
 - n) providing the Town with access to Target Solutions training software;
 - o) providing the Town with access to Record Management Software (RMS), as available;
 - p) providing the Town with access to Mobile Computer Aided Dispatch (MCAD), as available;
 - q) servicing and testing of self-contained breathing apparatus (MSA) for the Town's fire department; however, the Town will be responsible for the cost of parts and third-party labour as may be required in accordance with the County's usual practices; and
 - r) providing access to respiratory FIT testing for the Town's firefighting personnel to ensure compliance with current Occupational Health and Safety regulations.
4. During the Term of this Agreement, the Town shall be responsible for the following at its sole expense:
- a) storing all fire trucks provided pursuant to section 3(a) in a suitable and insured facility within the Town;
 - b) providing the requisite training to the Town's volunteer and employed firefighter personnel to staff the fire trucks provided pursuant to section 3(a);

- c) reporting to the County's fire chief ("Fire Chief") or designate any operational problems affecting the County's fire trucks and/or equipment immediately upon discovery;
 - d) replacing and/or repairing any fire trucks or equipment of the County that becomes lost or damaged through the negligence of the Town's volunteers, employees, or agents;
 - e) providing WCB coverage for all of the Town's firefighting personnel;
 - f) acquiring and maintaining portable radios for all of the Town's firefighting personnel;
 - g) installing and providing AFRRCs mobile radios in all fire vehicles owned by the Town;
 - h) paying for all of the Town's firefighting services, costs, and expenses, except as otherwise provided in this Agreement.
5. The Town agrees that it will not provide Services unless the request for Services comes through 911 dispatch, or should the Town become informed of an incident through other means, before first informing 911 dispatch of its intention to respond. The Town agrees to use its best efforts to respond to incidents within the Town and area detailed in Schedule A.
6. The Town may use the Town's own fire trucks and equipment, or the County's fire trucks, and equipment provided pursuant to section 3(a) to respond to incidents within the Town or the area detailed in Schedule A without County personnel being present and regardless of whether or not the County responds to the same incident. The Town shall not use the County's fire trucks and equipment provided pursuant to section 3(a) to respond to incidents outside of the Town and the area detailed in Schedule A, without prior approval from the County's Fire Chief or designate.
7. Notwithstanding the foregoing, the County at its option may provide emergency co-response to incidents that occur within the Town and within the area detailed in Schedule A. In a co-response situation, the first fire department to arrive at the scene of an incident shall assume incident command. However, the County Fire Chief or designate, may, at his/her/their discretion, assume command of any incident scene. Both parties shall utilize BlueCard fire ground command system, or such other system as the parties may otherwise agree, to ensure seamless operations at incidents.
8. The parties acknowledge and agree that the Town shall be permitted to invoice Alberta Transportation and/or the driver's insurers, as the case may be, for the costs associated with response to motor vehicle collisions within the Town and the area detailed in Schedule A and shall be permitted to retain any proceeds therefrom.

ADMINISTRATIVE SERVICES

9. The Town shall pay to the County the following fees per year for the Administrative Services, payable in quarterly instalments (“Administrative Service Fees”):

- a) year one (2022): \$80,617.18;
- b) year two (2023): \$83,438.78;
- c) year three (2024): \$86,359.14;
- d) year four (2025): \$89,381.71;
- e) year five (2026): \$92,510.07;

Upon any early termination of this Agreement, the Administrative Service Fees owing for the fraction of the year that the Agreement is in effect shall be pro-rated on a daily basis and are payable prior to the last day of the Term.

10. The Administrative Services to be provided by the County are as follows:

- a) The County shall provide a structured training program for all Town firefighting personnel;
- b) The County shall provide direction and administration of Fire Prevention Programs within the Town;
- c) The Fire Chief or designate shall provide monthly reports to the Town on such matters as the parties may agree;
- d) The Fire Chief or designate shall be responsible for the development and management of the Town fire services operating and capital budget (budget to be approved by the Town’s council), including budget reporting;
- e) The Fire Chief or designate shall make all fire department related purchases for the Town (at the Town’s expense) and code all invoices and payments;
- f) The Fire Chief or designate shall be responsible for developing and implementing Firefighter recruitment and retention programs for the Town;
- g) The Fire Chief or designate shall be responsible for providing fire ground command and support when requested by the Town;
- h) The Fire Chief or designate shall be responsible for overseeing the completion and review of fire incident reports and related documents;
- i) The Fire Chief or designate shall respond to the Town CAO on any action or

administration items as requested.

- j) The County will manage the following, in coordination with the Town as necessary and applicable:
 - i. Driver's licensing records of the Town firefighting personnel;
 - ii. National Safety Codes Regulated Driver training;
 - iii. CVIP inspections for the vehicles used in performance of this Agreement;
 - iv. Testing of the Town's firefighting equipment;
 - v. Ensuring compliance with the Occupational Health and Safety guide for firefighting.
- 11. In addition to the above Administrative Services, the County shall have the option of providing additional services at the Town's expense, upon request.

GENERAL PROVISIONS

- 12. The parties acknowledge and agree that the Town CAO and Fire Chief may mutually agree to implement, modify, or amend any operational and administrative process necessary for the performance of this Agreement without approval from their respective councils. However, any modification or amendment to a monetary amount payable pursuant to this Agreement will require the prior approval of the councils, and any such modification or amendment to this Agreement shall be by written instrument signed by the parties.
- 13. During the Term of this Agreement, the County shall be certified by the Alberta Safety Codes Council ("ASCC") as an accredited organization on behalf of the Town for matters related to quality management plans, safety codes compliance, and fire prevention services such as inspections, investigations, and auditing of quality management plans. The accreditation annual fees payable to the ASCC shall be at the Town's expense.
- 14. The parties agree that the hiring of a district chief as related to this agreement will include the Town's CAO as a principle to the hiring process.
- 15. The parties hereto acknowledge and agree that they may have or may enter into other agreements related to fire services, such as mutual aid or regional fire agreements.
- 16. The parties will endeavor to start the negotiations of this agreement at or near the commencement of year five as identified in section 2.
- 17. The Town shall indemnify and hold harmless the County, together with its volunteers, employees, and agents, from any and all claims, demands, actions and costs that may arise, directly or indirectly, from the performance of, any breach of or non-compliance with this

Agreement by the Town or its volunteers, employees, or agents.

18. The County shall indemnify and hold harmless the Town, together with its volunteers, employees, or agents, from any and all claims, demands, actions and costs that may arise, directly or indirectly, from the performance of, any breach of or non-compliance with this Agreement by the County or its volunteers, employees, or agents.
19. Except as set out herein, any dispute arising out of any of the terms or conditions of this Agreement shall be settled by the decision of a single arbitrator, if the parties agree upon one, or a single arbitrator appointed by a Judge of the Court of Queen's Bench of Alberta upon the application of either party. The decision of the arbitrator shall be final and binding upon the parties and there shall be no appeal therefrom. The cost of the arbitration shall be borne in such manner as shall be directed by the arbitrator. The arbitration of any dispute shall in all other respects be conducted in accordance with the provisions of the Arbitration Act (Alberta).
20. Any notice, invoice, payment, or other communication (collectively "notice") required or permitted to be given or served pursuant to this Agreement shall be in writing and shall be delivered in person, transmitted by facsimile or email, or sent by recorded mail, addressed as follows:

a) To the County:

The County of Grande Prairie No.1
10001-84 Avenue
Clairmont, AB T8X 5B2
Attention: Chief Administration Officer
Facsimile: 780-567-5578
Email: jwhittleton@countygp.ab.ca

b) To the Town:

The Town of Sexsmith
Box 420
Sexsmith, AB T0H 3C0
Attention: Chief Administration Officer
Facsimile: 780-568-2200
Email: admin@sexsmith.ca

Any notice shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day) or, if mailed, on the earlier of a) the date acknowledgment of receipt is signed, and b) 7 days after the date on which the recorded mail is sent.

Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this section.

21. Either party may terminate this Agreement by giving the other party 6 months' written notice. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation, that:
- a) has already accrued hereunder;
 - b) comes into effect due to the expiration or termination of the Agreement; or
 - c) otherwise survives the expiration or termination of this Agreement.
22. This Agreement may be executed and delivered in counterparts, in original, email or facsimile form, and all such counterparts taken together shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement effective on the date first above written.

**COUNTY OF GRANDE PRAIRIE
NO.1**

Reeve

County Administrator

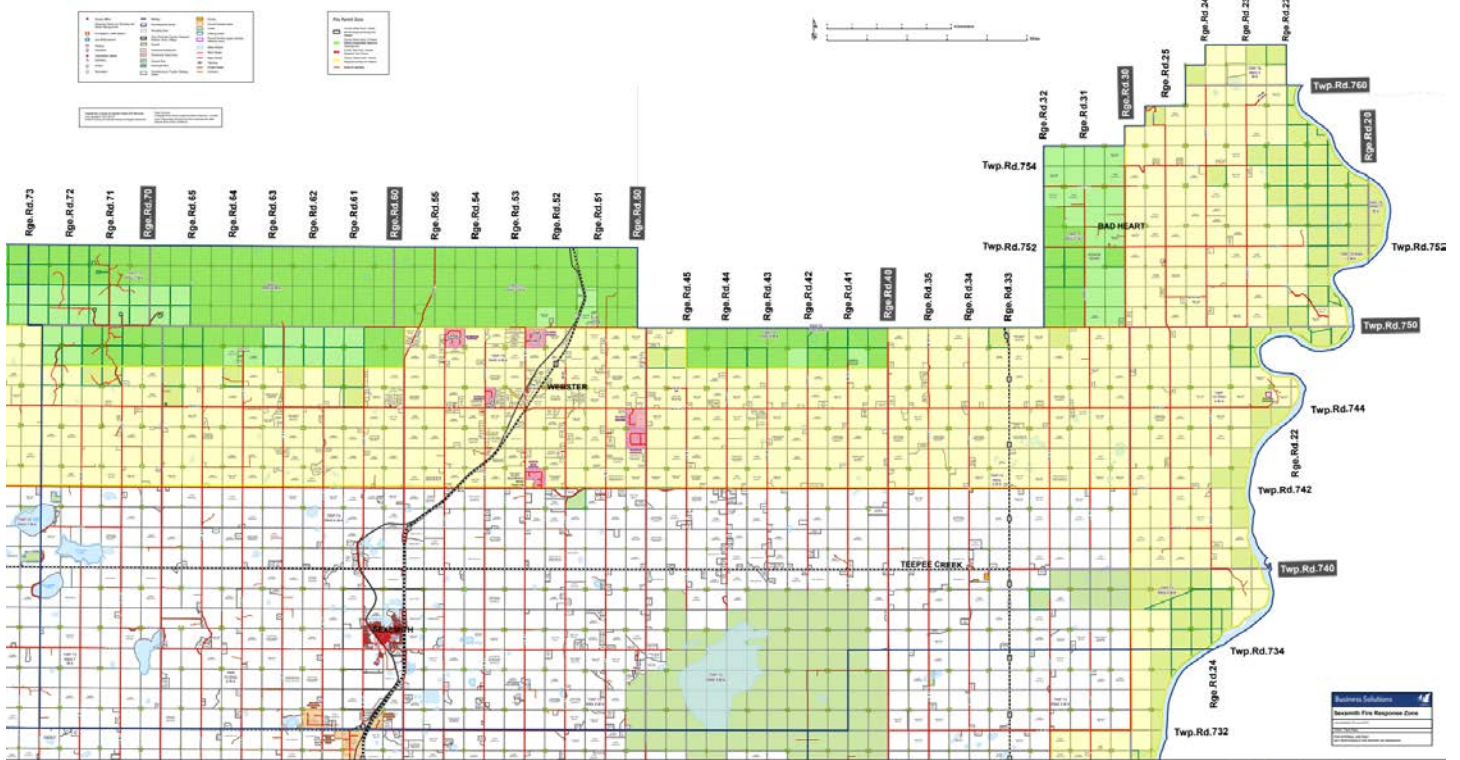
TOWN OF SEXSMITH

Mayor

Town Administrator

Schedule A

The areas of the County to be serviced by the Town are referenced in the attached map.



TOWN OF SEXSMITH ORGANIZATIONAL CHART

