

FIRE SERVICES AGREEMENT

THIS AGREEMENT made this 11 day of January A.D. 2021

BETWEEN:

**COUNTY OF GRANDE PRAIRIE NO. 1 a Municipal Corporation in
the Province of Alberta (hereinafter called "The County")**

OF THE FIRST PART

- AND -

**THE TOWN OF SEXSMITH, a Municipal Corporation in the Province of Alberta
(hereinafter called "The Town")**

OF THE SECOND PART

WHEREAS The Town and the County are neighboring municipalities that share a common border;

AND WHEREAS the Town and the County both provide firefighting services within the geographical boundaries of their respective municipalities;

AND WHEREAS the Town and the County both acknowledge that at various times it may be necessary or desirable for their respective fire departments to respond to requests to assist with firefighting services within the other municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual premises, covenants, obligations, and agreements contained herein, the parties hereto covenant and agree, each with the other, as follows;

1. Each of the parties hereto will endeavor to assist the other in providing firefighting services when requested to do so by the other party, The parties hereto acknowledge and agree that there are and will be times and circumstances in which assistance cannot be provided. Without limiting the generality of the foregoing, such assistance may be refused when the Fire Chief, or his or her designate, deems it unsafe to provide such assistance.
2. A responding party may, after responding to a request for assistance, withdraw their assistance in the event the responding party's Fire Chief, or his designate, deems it prudent or desirable to withdraw assistance.

3. Either party to this Agreement may request assistance, either because they are unable to respond to a particular incident, or because they have responded (or intend to respond) to an incident but contemplate that additional assistance will be required or desirable.
4. In the event that either party to this Agreement receives a call from someone other than the 911 dispatch, the party receiving the call shall advise 911 dispatch, and, subject to the terms of this Agreement, shall attempt to respond.
5. County fire trucks and equipment may be used to provide assistance to incidents within the Town: however, County incidents will take priority. Further, subject to the foregoing, and the other terms and conditions of this Agreement, Town firefighting personnel may utilize county fire trucks and equipment in possession of the Town to respond to incidents within the Town or the County without County personnel being present and regardless of whether or not the County responds to the same incident.
6. Town fire trucks and equipment may be used to provide assistance to an incident within the County, however Town incidents will take priority.
7. Each of the parties hereto agree that neither of them shall be liable to the other for any penalty, damages, or losses whatsoever for delay or failure to respond to a call or request for assistance or withdrawing their assistance after responding to a call or request for assistance .
8. The County shall provide at its own expense:
 - a) Provide the number and type of fire truck (s) and equipment, as set out in Schedule "A", "B" , and "C", attached hereto, to be stored by the Town, and subject to the terms of this Agreement, be available only for the use of either the Town or the County, within the Town or the County. County fire trucks and equipment shall not be used by other parties, or for other purposes, without the written consent of the County;
 - b) Provide registration and insurance for County fire truck (s);
 - c) Provide fuel for its vehicles;
 - d) Provide maintenance and repairs to County fire truck (s) and equipment;
 - e) Will provide AFRRCs mobile radios in all County fire vehicles;
 - f) Replace any County fire truck(s) or equipment that becomes damaged or worn out, provided that the Town returns any damaged or worn out parts, pieces, truck, or equipment to the County;
 - g) The County shall allow the Town to invoice the cost associated with motor vehicle incidents as per Alberta Transportation guidelines or directly from insurance providers. The responsibility of invoicing will be that of the Town and all invoices will be inclusive of all attending apparatus regardless of ownership;

- h) Pay to the Town, in consideration of the Town's obligations hereunder, in quarterly installments, the annual sum of one hundred thirteen thousand four hundred and eighty dollars, (\$113,480) for each annual period this Agreement remains in effect commencing on January 1st, 2021 through to December 31st, 2026 plus a further amount of 3.5 % thereof on a cumulative basis for the year January 1st, 2022 to December 31st, 2026, and for each annual period thereafter that this Agreement remains in effect;
- i) Provide liability insurance and firefighter life and disability insurance for volunteer firefighters;
- j) Provide firefighting foam to the Town fire department as in the past at no cost to the Town;
- k) Provide dispatch services to the Town;
- l) Provide Automatic Vehicle Location (AVL) hardware and service, inclusive of mobile WIFI for the Town's apparatus;
- m) Conduct drivers' abstract checks;
- n) Provide access through subscription to 'Fire Manager' software;
- o) Provide access through subscription to 'E Dispatch' software;

9. The Town shall, at its own expense:

- a) Prepare and make available to the County, within three (3) business days of an incident, an incident report, including but not limited to; call details, responder actions, photographs, occupant, owner and/or driver information, apparatus and other agencies attending for each fire or emergency incident within the County attended by Town forces;
- b) Store County Fire Truck(s) within a suitable facility within the Town;
- c) Provide proof of competently trained firefighter personnel to man the County fire truck(s) as required during the term of this Agreement;
- d) Report to the County Fire Chief or his designate any operational problems affecting the County fire truck(s) and or equipment immediately upon discovery;
- e) Fix or replace any County equipment, including the County Fire Truck(s) which is lost, missing, or deemed inoperable due to misuse or neglect;
- f) Provide to the County, annually, a completed drivers abstract form for any fire fighter operating County owned or leased vehicles, and proof that any such firefighter holds the appropriate class of drivers license for any vehicle he or she will be driving, together with appropriate endorsements;
- g) Provide proof of compliance with the County's National Safety Codes Regulated Driver training.

- h) Provide drivers to deliver and pickup trucks or equipment for annual CVIP inspections to a location agreed to by both parties, which drivers will be available upon a minimum of 48 hours' notice to the County;
 - i) Provide appropriate reports indicating that annual testing on ladders and hoses has been successfully completed;
 - j) Ensure that, in compliance with the Occupational health and safety (OHS) guide for firefighting all firefighters attending an incident will be competently trained to perform the task that they have been assigned;
 - k) Provide WCB coverage for their Town firefighters;
 - l) Acquire and maintain portable radios for their Town firefighters;
 - m) Will provide AFRRCS mobile radios in all Town fire vehicles;
 - n) Send a representative from the Towns fire department to quarterly Fire Chief Meetings;
 - o) Make all payments for Town firefighting services, costs, and expenses, not directly assumed by the County as provided herein;
10. a) Commencing on or about January 1, 2021 the County will provide a District Fire Chief that will provide 50% of their time to Fire Administration Services to the Town of Sexsmith, for the duration of this Agreement , in consideration of which, the Town agrees to pay to the County, in quarterly instalments, the annual sum of eighty thousand six hundred and seventeen dollars and eighteen cents (\$80,617.18) for those services for each annual period this Agreement remains in effect commencing January 1, 2021 through to December 31st, 2026 plus a further amount of 3.5 % thereof on a cumulative basis for the year January 1st , 2022 to December 31st , 2026, and for each annual period thereafter that this Agreement remains in effect.
- b) The Fire Administration Services to be provided by the County pursuant to paragraph 10(a) hereof are as follows:
- I. The County may provide emergency response to incidents within the Town and the County as required;
 - II. The County shall provide an appropriate emergency response/admin vehicle for the position;
 - III. The District Fire Chief shall provide a structured training program for all Town firefighters;
 - IV. The District Fire Chief shall provide direction and administration of Fire Prevention programs;
 - V. The District Fire Chief shall provide monthly reports to Town Council;
 - VI. County Fire Administration and the District Fire Chief shall be responsible for the development and management of Town fire services operating and capital budget (budget to be approved by Town), including budget reporting;
 - VII. The District Fire Chief shall provide purchasing (at Town's expense) and coding of invoices and payments;
 - VIII. The District Fire Chief shall be responsible for developing and implementing Firefighter recruitment and retention programs;

- IX. The District Fire Chief shall be responsible for providing fire ground command and support when requested;
 - X. The District Fire Chief shall be responsible for the completion and review of fire reports and related documents;
 - XI. Respond to the Town CAO and County Fire Chief on any action or administration items as requested.
- c) This District Fire Chief will be a representative at regular fire department practices each month in a fair and equitable manner across the required stations;
 - d) The Town CAO and County Fire Chief agree to oversee further additions to the working relationship between the two parties;
 - e) The County may provide at cost recovery fire prevention services, such as inspections, investigations, and auditing of its Quality management Plan upon request from the Town;
 - f) The County may provide at cost recovery specialized equipment to provide for testing of ground ladders and fire hose;
 - g) The County may provide at cost recovery specialized equipment and personnel to provide for testing, maintenance, and repair of self-contained breathing apparatus;
 - h) The County may provide at cost recovery Fit Testing of its personnel;
 - i) The County may share the cost associated with travel and other logistical cost associated with the maintenance and repair of apparatus;
 - j) The County may provide access and opportunities to training props, instructors, and events for the Towns personnel;
 - k) The County may provide opportunities for the Town to take advantage of its buying power as related to purchasing for the fire department;
 - l) The County may provide opportunities for the Town to utilize their procurement process and personnel for purchasing related to its fire department;
- 11. The first fire department to arrive at the scene of an incident shall assume incident command. However, the County Fire Chief, or his or her designate, may, in their discretion, assume command of any incident which occurs within the County. Both parties will perceive to provide the same fire ground command system (Bluecard) to ensure seamless operations at incidents.
 - 12. Subject to paragraph 11 hereof, the Town's firefighting personnel shall remain under the immediate control and direction of Officers of the Town's firefighting service. County firefighting personnel shall remain under the control of the County's firefighting service. Commands and requests of the Incident Commander requesting assistance shall be communicated in accordance with command structure of the municipal fire department from which assistance is being requested.
 - 13. The parties to this Agreement will work together to raise the level of firefighting training and promote public education regarding fire awareness and firefighting issues.

14. The Town shall indemnify and hold harmless the County, together with its employees, agents, and volunteers, from any and all claims, demands, actions and costs that may arise, directly or indirectly, from the performance of this Agreement by the Town or its employees, agents or volunteers.
15. The County shall indemnify and hold harmless the Town, together with its employees, agents and volunteers, from any and all claims, demands, actions and costs that may arise, directly or indirectly, from the performance of this Agreement by the county or its employees, agents or volunteers.
16. In the event that any dispute arises pursuant to this Agreement, or the interpretation of this Agreement, the parties hereto agree that, in the event that such a dispute cannot be resolved by mutual negotiation, they will submit the dispute to a third party arbitrator for a determination of the dispute pursuant to the *Arbitration Act of Alberta*. The cost of the arbitrator will be shared equally between both parties.
17. The parties will notify all their fire department officers of this Agreement, so that those officers may become familiar with the Agreement, and its terms.
18. Any notice, payment or other communication required or permitted to be given or served pursuant to this Agreement shall be in writing and shall be delivered by registered mail, postage prepaid, addressed as follows:

To the County: The County of Grande Prairie No.1

10001-84 Avenue
Clairmont, AB T0H 0W0
Attention: CAO

To the Town: The Town of Sexsmith:

The Town of Sexsmith
Box 420
Sexsmith, AB T0H 3C0
Attention: CAO

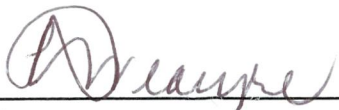
Every notice mailed at any post office in Canada by prepaid registered post in an envelope addressed to the party to whom the same is directed shall be deemed to have given and received by the addressee on the fifth business day following mailing except where there exists a labour strike or other postal interruption which interferes with mail deliveries, in which case every notice provided for in this Agreement or arising in connection therewith shall be in writing and shall be delivered to the party or parties at the above addresses and such notice shall be effective only if and when actually delivered. All invoices for fire services shall be sent within 30 days of the time of services rendered.

19. This Agreement shall come into force and effect on January 1st, 2021 and remain in effect until December 31st, 2026, at which time this Agreement will expire, unless there is Agreement in writing from both parties, to the contrary. Notwithstanding this however either party may terminate this Agreement by giving the other party 6 months' notice in writing of its intention to terminate the Agreement, in which case, upon the lapse of the said 6 months written notice to the County, elect to provide its own Fire Chief and Fire Administration Services, in which case, upon the expiry of the six(6) months' notice, paragraph 10 of this Agreement will terminate and be of no further force or effect, but the remainder of this Agreement will survive such termination and remain in effect.
20. It is acknowledged and agreed by the Town and the County that the amount provided for in paragraph 8(e) of this Agreement is based upon the continuation of fees as set out in the revised contract.

21. 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. However, in that event, such agreements shall be independent of and separate from this Agreement, and such agreements shall not be dependent on this or any other agreement.

IN WITNESS WHEREOF the parties hereto have set their seals and hand of their proper officials in that behalf on the day herein first above written.

County of Grande Prairie No.1




Reeve

Town of Sexsmith



Mayor



County Administrator



Town Administrator

Schedule "A"

This equipment is supplied on the engine provide to the Town from the County.

1. 2013 INTERNATIONAL 7400 (E-501)
or equivalent- Equipped as per NFPA
1901.
2. 5 G1 SCBA harnesses and 45 min
cylinders
3. 5 G1 SCBA masks medium
4. 4 Spare G1 45 min cylinders
5. 1 AFRRCS mobile radio
6. 1 VHF mobile radio
7. 1 AVL system with Wi-Fi capability
8. 8 15m x 44mm cloth attack hose
9. 4 15m x 38mm or 44mm rubber attack
hose
10. 4 15m x 4" supply line
11. 8 30m x 4" supply line
12. 1 7m 4" pony
13. 10 15m x 65mm attack hose
14. 1 38 mm or 44 mm 200 gpm fog nozzle
15. 2 7/8 tipped smooth bore nozzles
16. 1 65mm fog nozzle
17. 1 65mm playpipe with stacking tip
nozzle
18. 2 6" hard suction hoses
19. 1 Barrell strainer
20. 1 6" low level floating strainer
21. 1 Hose reel crank
22. 2 Truck passport tag boards
23. 1 Dash mount GPS unit
24. 1 Range finder
25. 1 Knox box with key
26. 1 Digital camera
27. 1 Emergency Response Guidebook
28. 1 Binoculars
29. 2 Fire investigation placards
30. 1 Metal clipboard
31. 1 FLIR thermal imaging camera
32. 1 Set of County map books
33. 5 Reflective vests
34. 2 Handheld Vulcan box search lights
35. 1 Large County ownership map
36. 1 Pelican or Milwaukee scene light
37. 6 Spanner wrenches
38. 6 Stortz wrenches
39. 2 Hydrant wrenches
40. 1 Hydrant bag
41. 2 Dead blow hammers
42. 1 Inflatable beach ball
43. 1 RV antifreeze bottle
44. 1 65mm gated wye
45. 2 4" to 5" Stortz fittings
46. 1 NST to 5" Stortz
47. 1 Sledgehammer
48. 2 Pulaski's
49. 2 Hose hooks
50. 2 Fire brooms
51. 1 Forcible entry bag
52. 1 Shove knife
53. 1 Vise grip for locks
54. 1 "A" tool
55. 1 Mini bolt cutters
56. 1 Screwdriver / key tool / pliers combo
57. 1 Pig tool
58. 1 Forged halligan
59. 1 Irons strap
60. 1 Forcible entry wedge
61. 1 Small bolt cutters
62. 1 Foam wrench
63. 2 38mm double males
64. 2 38mm double females
65. 2 65mm double males
66. 2 65mm double females
67. 1 Blitzfire monitor with fog nozzle and
stacking tips
68. 1 3" camlock male to 65mm male.
69. 1 PPV fan
70. 1 Piercing nozzle
71. 1 Canvass salvage tarp
72. 1 Poly salvage tarp
73. 2 Step chalks
74. 1 Milwaukee fuel cordless recip saw
with blades with 1 spare battery and
charger
75. 1 Milwaukee impact driver with bit set
with 1 spare battery and charger
76. 1 Socket set
77. 1 Chain saw
78. 1 Rotary saw
79. 1 8' Pike pole
80. 1 6' Pike pole
81. 1 Attic ladder
82. 1 6' New York hook
83. 1 14' Roof ladder
84. 1 24' Extension ladder
85. 1 Drywall hook

Schedule 'C'

This equipment is supplied on a Squad provided to the Town from the County.

1. 2011 F-150 (S-501) or equivalent
2. Computer, Laptop or Tablet capable of integrating with Fire Dispatch Computer Aided Dispatch (CAD)
3. 1 x 10 lb. ABC Fire Extinguisher
4. 1 x Level two first aid kit