

MUNICIPAL FIRE PROTECTION AGREEMENT dated this 4th day of MARCH 2022

BETWEEN:

THE MUNICIPALITY OF THE TOWN OF BEAVERLODGE
(Hereinafter called "The Town")

- and -

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

WHEREAS The Town operates fire protection services, has appointed a Fire Chief, and owns fire protection assets through a fire department situated within The Town of Beaverlodge;

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

AND WHEREAS *The Municipal Government Act* 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 fire protection services;

AND WHEREAS the councils of The Town and The County have duly enacted any required by-laws or passed any required resolutions to authorize such an agreement between the parties;

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, The Town and The County agree as follows:

1 - DEFINITIONS AND SCHEDULES

1.1 In this Agreement,

- (a) "Fire Area" means the area of the County assigned to the Town to provide fire protection as identified in Schedule A hereto;
- (b) "Fire Protection Services" means those fire protection services and/or emergency response services and those other services that The Town agrees to provide to The County, as more particularly described in Schedule B hereto.
- (c) "AFRRCS" means Alberta First Responders Radio Communications System in reference to communication devices utilized for responders.

- (d) "The Town" means The Town of Beaverlodge
- (e) "The County" means The County of Grande Prairie No. 1

1.2 The following schedules are attached hereto and form part of this Agreement:

- (a) Schedule A - Assigned Fire Area of the County
- (b) Schedule B - Levels of Service provided by the Town
- (c) Schedule C - Fees

2 -TERM

- 2.1 This Agreement shall come into effect upon signing by the parties and shall remain in force for a period of two (2) years thereafter, unless terminated earlier in accordance with section 11.01. The parties agree that upon the expiry of the two (2) year term provided for herein this Agreement shall be automatically renewed from year to year unless, not less than twelve (12) months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.

3 -THE TOWNS RESPONSIBILITIES

- 3.1 The Town agrees to supply those Fire Protection Services as specifically described in Schedule B to The County in the Fire Area specifically described in Schedule A.
- 3.2 Upon receiving a request from the 911 dispatcher or County Fire Chief or designate, the Fire Chief of The Town will respond to the request for Fire Protection Services in The County with, in the opinion of the Fire Chief, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Protection Services requested.
- 3.3 Either party to this agreement may request assistance, either because they are unable to respond to an incident due to mechanical failure, or they have responded (or intend to respond to) to an incident but contemplate that additional assistance will be required or desirable.
- 3.4 The Town Fire Chief will provide to The County, within three (3) business days of an incident, a provincial fire report for each dollar loss fire attended by Town forces within the boundaries as identified in Schedule A or any other fire that the Town forces responded to as the primary response agency.
- 3.5 The Town will store and keep safe in a readily available location The County Fire apparatus within a suitable facility within The Town;
- 3.6 The Town will provide competent fire fighter personnel to man The County fire truck(s) during this agreement 24 hours a day, 365 days a year.

- 3.7 The Town will immediately Report and forward supporting documentation to The County Fire Chief or designate any operational issues affecting The County fire truck(s) or equipment immediately upon discovery;
- 3.8 The Town, at no cost to the County, will fix or replace any County equipment, including County Fire Truck(s) which are lost, missing, or deemed inoperable due to misuse or neglect;
- 3.9 The Town will provide, at no cost 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 driver's license for any vehicle the individual will be driving, together with appropriate endorsements;
- 3.10 The Town will provide drivers to deliver and pick up the 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 by The County;
- 3.11 The Town will provide to The County on an annual basis the appropriate reports indicating that annual testing of ladders, SCBA and hoses has been successfully completed.
- 3.12 The Town will provide on an annual basis skill maintenance and competency training reports for all Town firefighters.
- 3.13 The Town will ensure that, in compliance with the Occupational health and safety (OHS) guide for firefighting (2019), all personnel attending an incident will be competently trained to perform the task that they have been assigned;
- 3.14 The Town shall provide WCB coverage for their fire fighters;
- 3.15 The Town shall acquire and maintain AFRRCS radios and mobiles, and other communication devices, for The Town's fire fighters;
- 3.16 The Town will send a representative from The Town's Fire Department to quarterly regional Fire Chief Meetings.

4 -THE COUNTY RESPONSIBILITIES

- 4.1 The County agrees to designate a person who shall be responsible for providing any required information to the Town Fire Chief with respect to the Fire Protection Services required.
- 4.2 Without limiting the generality of 4.1 above, the designated person will provide The Town's Fire Chief with the Fire Safety Plan or other materials available for any building within the Fire Area if available.
- 4.3 The County will endeavor to provide signage for streets and roads in the Fire Area by having them clearly marked at all intersections however both parties to this agreement understand that due to vandalism, theft, and other unforeseen circumstances such markers may not be available.
- 4.4 The County agrees to work with the Town's Fire Department promoting the regions E911 services and the processes for which to apply for a burning permit.
- 4.5 The County will provide registration and insurance for County fire truck(s).
- 4.6 The County will provide maintenance and repairs to County fire truck(s) and equipment.
- 4.7 The County will 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, or equipment to The County.
- 4.8 The County will provide for within The County Fire Services operating budget any costs authorized by The County Fire Chief or designate to meet the fire protection needs within The County Boundaries that are not included in Town's fire department budget.
- 4.9 The County shall provide liability insurance and fire fighter insurance for volunteer fire fighters.
- 4.10 The County will provide Class "A" foam for the County fire truck(s) at no cost to The Town.
- 4.11 The County will provide dispatch services to The Town.
- 4.12 The County endeavors to host quarterly Fire Chief Meetings.

5 - OPERATIONAL PROTOCOLS

- 5.1 The first fire department to arrive at the scene of an incident shall assume incident command. However, The County Fire Chief, or designate, in their discretion, may assume command of any incident which occurs within The County.
- 5.2 Subject to Section 5.1, 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 immediate control and direction of Officers 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 the assistance is being requested.
- 5.3 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.
- 5.4 If either party to this agreement believes it necessary that an activation of the Grande Prairie Regional Emergency Partnership (GPREP) is required outside of their respective municipal boundaries, the requesting party will contact the other party and request such activation. Both parties to this agreement understand that even though activation is requested that the request may not be supported.

6 - FEES

- 6.1 In consideration of the Fire Protection Services provided by The Town to The County, The County agrees to pay The Town the fees as more particularly set out at Schedule C hereto.
- 6.2 Both parties to this agreement understand that The Town will invoice for fire department responses to motor vehicle collisions (MVC). The responsibility of invoicing will be that of the Town and all invoices will be inclusive of all attending apparatus regardless of ownership.
- 6.3 Both parties to this agreement understand and agree that in the event The Town is unable to respond to a call for service within the agreed to response area as identified in Schedule A of this agreement that the responding party may reconcile with The Town for the costs of providing a response. All costs will be at the responding party's existing bylaw rates.

7 -LIABILITY AND INDEMNIFICATION

- 7.1 The County shall indemnify and hold harmless The Town, together with its employees, agents, and volunteers, from all claims, demands, actions and costs that may arise, directly or indirectly, from the wrongful or negligent performance or non-performance of this agreement by the County or its employees, agents, or volunteers.
- 7.2 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 wrongful or negligent performance or non-performance of this agreement by the Town or its employees, agents, or volunteers.

8 ·CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 8.1 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- (a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - (b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - (c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - (d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - (e) was developed by either party independently, without a breach of any duty of confidence.
- 8.2 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 8.

- 8.3 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced, or acquired.
- 8.4 Upon completion the Fire Protection Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes, and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- 8.5 The Town and County acknowledge and agree that their respective employees, officers, or agents will have access to personal information or personal health information in the possession of the other party, as those terms are defined in *Freedom of Information and Protection of Privacy Act* (FOIP Act). When performing the Fire Protection Services described herein, The Town or The County, agree to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

9 -WORKPLACE HEATH AND SAFETY ISSUES

- 9.1 The parties acknowledge and agree that under the *Occupational Health and Safety Act*, each has ongoing duties and obligations that must be met with respect to each party's individual services. To ensure that these duties and obligations are complimentary, each party will designate a representative to meet as and when needed with their counterpart, but in any event not less than annually during the term of this Agreement

10 - DISPUTE RESOLUTION

- 10.1 If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and the person designated by The County pursuant to section 4.01, the parties agree to participate in the following dispute resolution procedure:
- (a) upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each Municipality's Chief Administrative Officer (the "CAO"). The CAO's will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.

- (b) if the CAO's fail to resolve the dispute within 45 days following the date of their meeting, then they shall each prepare a written report to their respective councils. The council of The Town and the council of The County each agree to appoint one or more members to work with the one or more members of the other municipality to resolve the dispute or disagreement.
- (c) all reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
- (d) in the event the designated council representatives cannot resolve the dispute within 60 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, the council representation may request mediation, to be conducted with the parties by a mutually agreed upon independent mediator.
- (e) in the event that mediation fails within 90 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with *The Arbitration Act* of Alberta., subject to section 10.2 herein.

10.2 The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator. The costs and expenses of arbitration will be allocated equally between parties.

10.3 Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section 10. unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

11 - TERMINATION

11.01 This Agreement may be terminated by either party giving written notice to the other party of not less than 12 months prior to the desired termination date. If, pursuant to Section 6 of this Agreement, The County has paid The Town for the provision of Fire Protection Services, The Town agrees that it will return, on a pro rata basis, any applicable fee to The County as of the termination date.

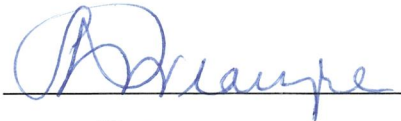
12 - **GENERAL**

- 12.1 The Town and The County agree that this Agreement may be amended at any time by the mutual consent of the parties, in writing.
- 12.2 Any notices, communications or other information shall be sufficiently given if delivered or sent by prepaid registered mail or facsimile and addressed or sent as specified below:
- a. The County of Grande Prairie No. 1
10001 - 84 Avenue
Clairmont, AB T8X5B2
Attention: Chief Administrative Officer
 - b. The Town of Beaverlodge
Box 30, Beaverlodge, AB TOH OCO Attention:
Attention: Chief Administrative Officer
- 12.3 If mail service is disrupted by labour controversy, notice shall be delivered or sent by facsimile.
- 12.4 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:
- (a) the date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
 - (b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
 - (c) the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.
- 12.5 Either party may change its address or particulars for the purposes of the receipt of any communications pursuant to this Agreement by giving seven (7) days prior written notice of such change to the other party.
- 12.6 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 12.7 It is expressly agreed by the parties that The Town is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of The Town and The County, or of principal and agent or of partnership or joint venture between The Town and The County, or between the officers, employees or agents of The Town and The County.

- 12.8 It is agreed that The County will continue to give fair consideration to participating in appropriate capital expenditures in conjunction with The Town.
- 12.9 Sections 7 and 8, and subsection 12.7 shall survive the termination or expiration of this Agreement.
- 12.10 This Agreement shall be interpreted, performed, and enforced in accordance with the laws of the Province of Alberta and of Canada as applicable herein.
- 12.11 This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this 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

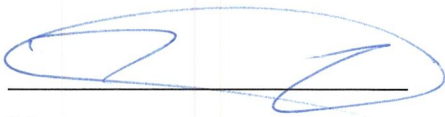


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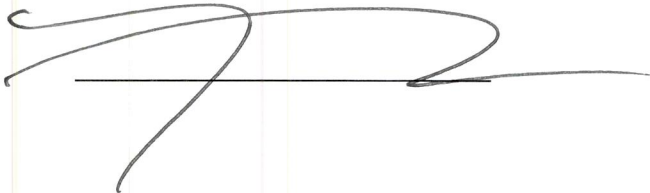


County Administrator

Town of Beaverlodge

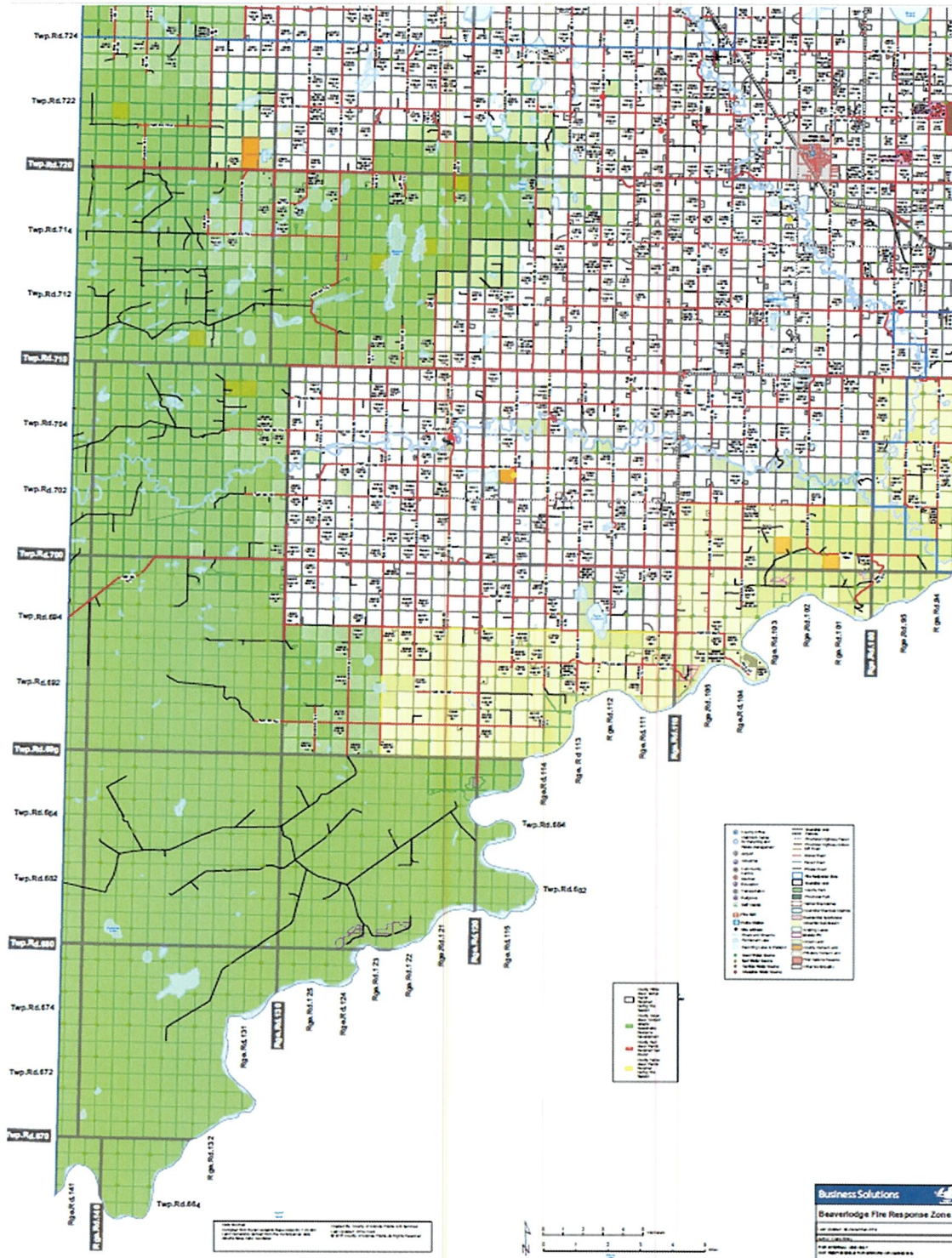


Mayor



Town Administrator

Schedule A Fire protection area Beaverlodge



SCHEDULE "B" - FIRE PROTECTION SERVICES
These Levels of Service may be amended by Council for time to time



Box 30, Beaverlodge, AB T0H 0C0
Phone: 780.354.2201
Fax: 780.354.2207

| POLICY TITLE: FIRE & RESCUE LEVEL OF SERVICE | | POLICY NUMBER: 10 03 15 |
|---|---|-------------------------|
| AUTHORITY: | | SUPERCEDES: |
| APPROVAL: MAYOR & COUNCIL | | EFFECTIVE DATE: |
| | | APRIL 1, 2010 |
| POLICY STATEMENT: | | |
| The Town of Beaverlodge recognizes that the Beaverlodge Fire Rescue is authorized to provide emergency services within the municipal boundaries of the town of Beaverlodge as listed below. | | |
| This policy is required to meet the intent of the Alberta Occupational Health & Safety Code and the Alberta Code of Practice for Fire Fighters. | | |
| Fire Administration will ensure that the level of service identified in this document is adhered to and that the volunteers providing services are competent to do so. | | |
| Town Council will review and approve the levels of service periodically and may authorize a higher service level to be provided where adequate numbers of competent personnel are available to safely provide these services. | | |
| Emergency Service Provided | | Level Provided |
| Fire Fighting | | |
| Structural | | NFPA 1001 |
| Vehicles / Machinery / Equipment | | NFPA 1001 |
| Wildland / Interface | | NFPA 1051 |
| Incident Command Services | | ICS 200 |
| Rescue / Technical | | |
| Motor Vehicle Collisions | | NFPA 1001 / 1006 / 1570 |
| Hazardous Materials | | NFPA 472 Awareness |
| Utilities (Gas / Power) | | NFPA 1001 |
| Rescue | | NFPA 1001 |
| Emergency Medical Services | | Medical Co-Responder |
| (As authorized by Alberta Health Services EMS Medical Director) | | |
| Other Services | Mutual Aid Responses as per Fire Services Agreement between the County of Grande Prairie No. 1 and Town of Beaverlodge. | |

PURPOSE: To identify the services that the Beaverlodge Fire Rescue are authorized to provide and identify the level or standard each of these services will be performed to.

SCHEDULE "C" - FEES

- 1) Pay to the Town, in consideration of the Town's obligations hereunder, in quarterly installments, the annual sum of one hundred and ten thousand, six hundred and thirty-two dollars and ninety cents (\$110,632.90) for each annual period this Agreement remains in effect commencing on January 1st, 2022, to December 31, 2022, plus an escalator of 3.5 % thereof on a cumulative basis for the year January 1st, 2022, to December 31st, 2023.
- 2) It is understood by both parties to this agreement that the Fee's, payable by The County to The Town, identified above are inclusive of the rental of bay space, training and all other costs associated with The Town obligations.
- 3) It is agreed that The County will provide fuel for The County fire truck(s) and dedicated MFR unit as agreed upon by both parties.