

FIRE SERVICES AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____ A.D. 2019.

BETWEEN

TOWN OF ECKVILLE

Box 578
Eckville, AB T0M 0X0
(the "Town")

- and -

LACOMBE COUNTY

R.R. 3
Lacombe, AB T4L 2N3
(the "County")

WHEREAS the Town and the County wish to partner in the provision of fire and emergency response services in the Town and the County through the jointly owned and operated Eckville Fire Department;

AND WHEREAS the Town and the County agree that the fire and emergency response services provided by the Eckville Fire Department are those outlined in the Lacombe County Fire Service Policy Manual as approved by the respective Councils of the Town and the County;

AND WHEREAS the Town and the County agree to ensure that the Eckville Fire Department member training levels meet the scope of practice and service level requirements as set out in the Lacombe County Fire Service Policy Manual;

AND WHEREAS the Town and the County are desirous of entering into an agreement to provide and fund such services;

AND WHEREAS the Town and the County jointly own the Eckville Fire Hall;

AND WHEREAS the Town and the County jointly own and fund specific fire apparatus and equipment for use in the Town and the County;

AND WHEREAS the County separately owns and funds specific fire apparatus and equipment for use in the Town and the County;

NOW THEREFORE, the Parties hereto agree as follows:

DEFINITIONS

“Apparatus” means the vehicles used in providing fire and emergency response services in the Town and the County.

“Capital” means Apparatus, Equipment and Facility purchases, replacements, repairs and improvements having a unit cost of \$5,000 or more.

“County Apparatus and Equipment” means Apparatus and Equipment used in providing fire and emergency services that is owned solely by the County.

“Equipment” means the equipment used in providing fire and emergency services in the Town and the County.

“Facility” means the Eckville Fire Hall.

“Fire Department” means the Eckville Fire Department.

“Shared Fire Apparatus and Equipment” means Apparatus and Equipment used in providing fire and emergency services that is jointly owned by the Town and the County.

“Shared Fire Equipment Fund” means an account jointly owned by the Town and the County for the purpose of processing the revenue and expenditures of the Shared Fire Equipment.

GENERAL

1. The Town and the County shall own, and for the purpose of capital asset reporting, record, the Facility on a 50/50 basis.
2. This agreement shall be registered on the Certificate of Title of the subject property.
3. The Town and the County shall own, and for the purpose of capital asset reporting, record, the Shared Fire Equipment listed in Schedule “A” on a 40% Town and 60% County basis.
4. On January 1, 2020 the County shall assume ownership of the Apparatus and Equipment listed in Schedule “B”.
5. Subject to approval of the Town and County contract fire and emergency response services may be provided to other municipalities. Any revenues and expenditures resulting from the provision of such services shall be shared on a 30% Town and 70% County basis.

FIRE DEPARTMENT OPERATING COSTS

6. The Town and the County shall share the cost of operating the Fire Department, including firefighter training and Apparatus, Equipment and Facility operations, repairs and improvements having a unit cost of less than \$5,000, on a 25% Town and 75% County basis.
7. The County shall fund 100% of the operating costs associated with the Apparatus and Equipment listed in Schedule "B", excluding firefighter compensation for fire and emergency responses in the Town.
8. The Town and the County shall be responsible for compensating firefighters for fire and emergency services provided in their municipalities in accordance with their respective firefighter compensation schedules.
9. The Town and the County shall be responsible for providing annual firefighter honorarium in accordance with their respective firefighter compensation schedules.
10. The Town and the County shall be responsible for their respective dispatch fees.

FIRE DEPARTMENT CAPITAL COSTS

11. The Town and the County shall share the costs of the Capital items listed in Schedule "A" on the basis of 40% Town and 60% County.
12. The purchase and disposal of the Capital equipment listed in Schedule "A" shall require approval of both the Town and the County.
13. The County shall fund 100% of the costs of the items listed in Schedule "B".
14. The County will consult with the Town in good faith prior to replacing and/or disposing the items listed in Schedule "B". The replacement and/or disposal of these items, however, is at the sole discretion of the County.

SHARED FIRE EQUIPMENT FUND

15. The County shall administer the Shared Fire Equipment Fund.
16. The balance of the Shared Fire Equipment Fund as at December 31, 2019 shall be distributed to the Town and the County on an equal 50/50 basis by no later than June 15, 2020.
17. Commencing January 1, 2020 revenue associated with the Shared Fire Equipment shall be deposited in the Shared Fire Equipment Fund.

18. Commencing January 1, 2020 expenditures associated with the Shared Fire Equipment shall be paid from the Shared Fire Equipment Fund.
19. Should there be insufficient revenue in the Shared Fire Equipment Fund to pay the annual expenditures of the Shared Fire Equipment the expenditures will be funded on a 25% Town and 75% County basis.
20. A response fee, as set out in Lacombe County Policy F(1) Fire Protection and Emergency Response, shall be levied for Shared Fire Equipment responses in accordance with the Town's and County's fire services bylaws and/or policies.
21. The County shall levy and collect the response fees for the Shared Fire Equipment.
22. Reserves in the Shared Equipment Fire Fund shall be used to purchase future Shared Fire Equipment.
23. By no later than July 1st of each year the County shall provide the Town with a financial statement for the Shared Fire Equipment identifying:
 - a) revenue and expenditure summaries, including revenue write-offs due to non-collection; and
 - b) the reserve balance as at the beginning and end of the previous year.
24. The County shall maintain adequate insurance coverage for the Shared Fire Equipment.

TERM

25. This Agreement shall commence on January 1, 2020 and continue until terminated pursuant to Section 26 of this Agreement.

TERMINATION

26. This agreement may be terminated:
 - (a) upon mutual consent of the Parties; or
 - (b) on December 31st of any year provided that one year's written notice to that effect has been given by one Party to the other Party.

RIGHTS UPON TERMINATION

27. Should this agreement be terminated each Party shall be entitled to a proportionate share of the Shared Fire Equipment and the Facility equivalent to its proportionate share at the time the Shared Fire Equipment was purchased, and the Facility was constructed.

AMENDMENT

28. This Agreement may be amended upon mutual consent of the Town and the County.

INDEMNIFICATION

29. The Town shall indemnify and hold harmless the County, its employees, elected officials and agents from any and all claims, actions and costs whatsoever, excluding mediation and/or arbitration costs, that may arise directly or indirectly out of any act or omission of the County, its employees, elected officials and agents in the performance of this Agreement.
30. The County shall indemnify and hold harmless the Town, its employees, elected officials and agents from any and all claims, actions and costs whatsoever, excluding mediation and/or arbitration costs, that may arise directly or indirectly out of any act or omission of the Town, its employees, elected officials and agents in the performance of this Agreement.
31. The indemnifications set forth above shall survive the termination of this Agreement for whatever cause.

DISPUTE RESOLUTION

32. If a dispute arises between the Town and the County with respect to any of the provisions of this Agreement which cannot be resolved by mutual agreement between the administration of the Town and the County within 14 days of receipt of notice of the matter in dispute, then such dispute shall be referred to two elected officials of the Town and two elected officials of the County who shall meet to discuss and resolve the matter in dispute.

In the event the dispute cannot be resolved by the two elected officials of the Town and the two elected officials of the County within 30 days of the matter in dispute being referred to them, then such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) the Town and the County shall agree upon a single arbitrator (the "Arbitrator") and in the event that the Parties are unable to agree upon the Arbitrator, the matter shall be referred to the Court of Queen's Bench of Alberta for the appointment of the Arbitrator;
- (b) the decision of the Arbitrator shall be binding upon the Town and the County;

- (c) the cost of arbitration shall be borne by the Party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
- (d) the Arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
- (e) except as modified herein, the provisions of the *Arbitration Act*, RSA 1980, c. A-43, as amended from time to time, shall apply to any arbitration conducted pursuant to this Agreement; and
- (f) notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within 45 days of receipt of the notice to arbitrate, either Party at any time thereafter, but prior to a determination being made by the Arbitrator, shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the Arbitrator with respect of such dispute shall cease.

Notwithstanding Section 32 of this Agreement, upon mutual consent of the Parties a mediator may be used to assist in resolving the dispute. The cost of the mediator shall be shared equally by the Parties.

NOTICE

33. Any notice required to be given hereunder by either Party shall be deemed to have been well and sufficiently given if:
- a) delivered personally;
 - b) mailed by regular mail to the address of the Party to whom it is intended for; or
 - c) sent by e-mail.

A notice or other document sent by post shall be deemed to be sent at the time when the same was deposited in a post office or public letterbox and shall be deemed to have been received on the fourth day after the date it is postmarked. A notice or other document sent by email or by any other like method by which a written or recorded message may be sent shall be deemed to be delivered at the time when the same was transmitted by the sender.

if to the Town:

TOWN OF ECKVILLE

Box 578
Eckville, AB T0M 0X0
e-mail: jackramsden@eckville.com

if to the County:

LACOMBE COUNTY

RR 3
Lacombe, AB T4L 2N3
e-mail: info@Lacombecounty.com

EXISTING AGREEMENTS

34. This Agreement replaces and supersedes all existing fire agreements between the Town and the County with the exception of the Lacombe County Fire Services Agreement.

IN WITNESS WHEREOF, the Town of Eckville and Lacombe County have hereunto executed this agreement under their respective corporate seals and by the hands of their officers duly authorized in that regard.

TOWN OF ECKVILLE

Per:



Mayor

Per:



Chief Administrative Officer

LACOMBE COUNTY

Per:

Reeve

Per:



County Manager



Schedule "A"
Shared Fire Equipment

1. Fire Engine and associated equipment
2. SCBA Equipment
3. Capital items having a unit value of \$5,000 or more including replacement, repairs and improvements to the Facility

Schedule "B"
County Fire Equipment

1. Fire Tender and associated equipment
2. Rapid unit and associated equipment
3. Rescue unit and associated equipment