

FIRE SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2019 (the "Effective Date").

BETWEEN:

WESTLOCK COUNTY
10036 – 106 Street
Westlock AB T7P 2G1

A municipality Incorporated under the Laws of the Province of Alberta
(Hereinafter referred to as "Westlock")

OF THE FIRST PART

- and -

THE SUMMER VILLAGE OF LARKSPUR
23 Neilson Drive
Island Lake South AB T9S 1S1

A municipality Incorporated under the Laws of the Province of Alberta
(Hereinafter referred to as "Larkspur")

OF THE SECOND PART

WHEREAS the Westlock Regional Emergency Services department has been established by Westlock to provide fire services within Westlock;

WHEREAS Larkspur is desirous of obtaining fire services for its ratepayers who own cottages, dwellings or property;

AND WHEREAS Westlock is agreeable to provide fire services to Larkspur;

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, it is agreed by Westlock and Larkspur as follows:

1. Definitions:

- a) "Fire Services" means any service that a fire department may perform and includes but is not limited to:
 - i. Fire Suppression;
 - ii. Rescue;
 - iii. Hazardous Materials Response;
 - iv. Fire Inspections;
 - v. Fire Investigations;
 - vi. Scene Security;
 - vii. Public Service;
 - viii. First Aid Medical Responses;
 - ix. Ice & Water Rescue

2. The Westlock Regional Emergency Services Department (WRESD) shall make its firefighting equipment, including the personnel who normally operate the said equipment, available for fire services which arise within the limits of Larkspur. The fire services provided by the WRESD to Larkspur shall be in accordance with the established WRESD level of service standards as specified by the Council of Westlock as per Schedule 'A' attached to and forming part of this agreement, and as defined above as fire services.
3. If, for reasons beyond its reasonable control, the WRESD is unable to respond to a request for fire service within the boundaries of Larkspur, the WRESD and/or Westlock shall not be held liable for any damages which may arise from the failure of response to the assistance call.
4. It is understood that Larkspur does not provide any firefighting equipment or personnel from its own resources. However, Larkspur shall cooperate in all regards and respond to recommendations made by the WRESD concerning general firefighting and fire prevention measures. This may include requests for water supply, additional equipment, and mutual aid assistance.
5. The WRESD emergency response number is 911. It is understood that Larkspur shall be responsible for ensuring all Larkspur residents are entered on the 911 system and that Larkspur shall make any changes or amendments therein as required.
6. Larkspur covenants and agrees to pay Westlock for Fire Services an annual administration fee as outlined in Schedule 'B' attached to and forming part of this agreement.
7. In the event of service, additional fire service costs will be applied, at the time of each occurrence, all disbursements made and other costs incurred by WRESD shall be invoiced by Westlock, and payment shall be made by Larkspur within thirty (30) days of the receipt of the invoice. The fire services costs are as outlined in Schedule 'C' attached to and forming part of this agreement.
8. Larkspur will invoice Larkspur residents on Larkspur letterhead/invoice copy.
9. Westlock and the WRESD, their staff, directors, members or any individuals operating the firefighting equipment, shall not be liable in any manner to Larkspur and its taxpayers in regard to any fire originating in Larkspur, or in regard to those efforts directed at extinguishing, controlling or confining any fire. Larkspur does hereby indemnify and save harmless Westlock and the WRESD, their staff, directors, members and any individuals operating firefighting equipment, in regard to any claims made by the taxpayers of Larkspur or Larkspur, with respect to damage occurring to property while providing the fire service, provided that the said damage does not arise out of gross negligence and/or willful misconduct of the WRESD or any of its members.
10. Larkspur shall indemnify WRESD and Westlock for damages or loss to any of its apparatus

or equipment directly related to the provisions of fire services, except where the equipment was not properly maintained, is faulty or failed by reason of normal wear and tear.

11. Larkspur shall indemnify and save harmless Westlock, its elected officials, officers employees, servants, agents, contractors, and rate-payers, which without limiting the generality of the foregoing, shall include the costs of legal defense, with respect to any suit, proceeding, claim or demand made or brought by a third party, which without restricting the generality of the foregoing shall include any suit, proceeding, or demand founded in contract or in negligence arising out of any occurrence, incident, accident, or event relating to the Agreement or the subject matter thereof. Provided that the said damage does not arise out of the negligence and/or willful misconduct of the County or any of its elected officials, officer, employees, servants, agents, contractors and/or ratepayers. Such indemnification shall survive termination of this Agreement.
12. Either of the parties may terminate this agreement by providing a minimum of 120 days written notice.
- ~~13. Dispute Resolution: The parties shall attempt to resolve any dispute between them arising out of, or in connection with this Agreement, including any inability to agree on revisions to the Services or payments by entering into non-binding mediation with the assistance of a mediator on a without prejudice basis on a 50/50 cost share basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, then either party may terminate the mediation and may serve notice to terminate the agreement.~~

Dispute Resolution: The parties shall attempt to resolve any dispute between them arising out of, or in connection with, this Agreement, including any inability to agree on revisions to the Services or payments, in accordance with the following steps:

- a) Step One: The Chief Administrative Officers shall first attempt to settle the matter at the administrative level;
 - b) Step Two: Should Step 1 not result in a satisfactory resolution to either party, the Councils of the two parties shall meet to attempt to settle the matter;
 - c) Step Three: Should Step 2 not result in a satisfactory resolution to either party, the parties agree to enter in to into a ~~non-binding~~ mediation process with the assistance of a mediator on a without prejudice basis on a 50/50 cost-share basis. The mediator shall be appointed by agreement of the parties.
 - d) Step Four: If a dispute cannot be settled within a period of forty-five (45) calendar days with the mediator, then either party may invoke the arbitration process as set out in the Inter-Collaborative Framework (ICF) between the parties.
14. This agreement shall be in effect for a period of five years, commencing on the Effective

Date.

15. Freedom of Information and Protection of Privacy: The parties acknowledge that as Westlock and Larkspur are public bodies subject to the provisions of the Freedom of Information and Protection of Privacy Act ("FOIPP"), the following provisions must be complied with:
- a) if any personal information is provided by one party to the other party (the "Receiving Party") under this Agreement, the Receiving Party must keep such personal information confidential, use such personal information only for the purposes for which it has been provided for and ensure that appropriate security measures are in place to protect such personal information from unauthorized use or disclosure, in accordance with FOIPP and all other applicable federal, provincial and municipal legislation and related regulations;
 - b) records in the possession of either party, including this Agreement, related materials, and records created pursuant to it, are subject to disclosure in accordance with the provisions of FOIP, and such disclosure shall not constitute a violation of any confidentiality provisions contained in any agreement between the parties; and
 - c) notwithstanding the termination or expiry of this Agreement, each party acknowledges that information and records compiled or created under this Agreement which are in their custody are subject to FOIPP.

IN WITNESS WHEREOF Westlock and Larkspur have executed and delivered this agreement as of the date first above written.

WESTLOCK COUNTY

SUMMER VILLAGE OF LARKSPUR

Reeve

Mayor

Chief Administrative Officer

Chief Administrative Officer

SCHEDULE 'A'

LEVEL OF SERVICE STANDARDS

Westlock Regional Emergency Services Department shall be responsible for and limited to the control and extinguishment of grass and brush fires, defensive exterior attacks on structures, first aid medical responses, and rescues.

SCHEDULE 'B'

FIRE SERVICE FEES

1. Fire Protection Parcel Fee
 - a) For each registered parcel of land in Larkspur, including reserve/park land, a fee of \$50.00 which shall be established for the 2020 year (January to December).
 - b) The fire protection fee will be subject to an annual minimum increase of 2% or the Alberta CPI for the period August 1 to July 31 of the previous year, whichever is higher.

2. Fee Payment

Westlock shall invoice Larkspur annually in October for the fee amount in Section 1(a) above, and Larkspur shall pay such invoice within thirty days of receipt.

SCHEDULE 'C'

FIRE SERVICES COSTS

1. For each occurrence and response, additional fire service costs will be invoiced to Larkspur, on the basis of:
 - a) A fee of \$150.00 per light duty truck, brush truck or support vehicle for each hour or any portion thereof.
 - b) A fee of \$150.00 per call out for false or unfounded alarms (including security systems).
 - c) Six hundred dollars (\$600.00) per hour per Fire Service Engine or Tender Apparatus (excluding ATV's) dispatched to an Incident.
 - d) Two Hundred Dollars (\$200.00) per hour per ATV dispatched to an Incident.
 - e) Two Hundred Dollars (\$200.00) per hour for scene security costs.
 - f) Three Hundred Dollars (\$300.00) per hour for fire investigation and administration fees.
 - g) Three Hundred Dollars (\$300.00) flat rate per Medical First Response call.
 - h) Any other disbursements or expenses incurred by WRESD and/or Westlock for Fire Protection at an Incident, including but not limited to services provided by independent contractors or other municipalities under mutual aid or other agreement.
 - i) Actual costs charged for additional water supplied by a private trucking firm.
 - j) Actual costs incurred for use of chemical or foam supplied to assist in containing fire.

2. The fees outlined in Section 1 of this Schedule 'C' are for the term of this agreement only.