

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1276-15**

Being a Bylaw of Smoky Lake County in the Province of Alberta, for the purpose to enter into a **JOINT OPERATION AGREEMENT** for the provision of **Fire Protection Services** with the **Town of Smoky Lake**.

WHEREAS, pursuant to the provisions of Section 54 of the *Municipal Government Act*, R.S.A. 2000 c. M-26 a Municipality may provide any service or thing that it provides in all or part of the Municipality in another municipal authority with the agreement of the other municipal authority; and

AND WHEREAS, the Council of Smoky Lake County has determined it in the best interests as a municipal corporation to establish a joint undertaking to cooperatively provide fire protection services for fire suppression and emergency services in both Smoky Lake County and the Town of Smoky Lake, and

AND WHEREAS, the Council of Smoky Lake County and the Town of Smoky Lake have a longstanding fruitful, relationship and since 1981 have operated under a mutual aid agreement by which the County and Town already respond jointly to calls for fire and emergency services; and

AND WHEREAS, the Council of Smoky Lake County wishes to enter into an Joint Operation Agreement with the Town of Smoky Lake to provide services and personnel for Fire Protection Services to maintain a viable fire service within the Smoky Lake County, and to provide for efficient operation of such a fire service, all pursuant to the laws of the Province of Alberta, and operate such undertaking as per "**Schedule A**" attached to this Bylaw.

NOW THEREFORE, the Council of Smoky Lake County duly assembled, in consideration of the mutual covenants contained herein, agrees to a **Joint Operation for Fire Protection Services**, as jointly executed, by the municipalities of Smoky Lake County and Town of Smoky Lake.

REPEAL

That Bylaw NO. 1246-12, known as the "*Fire Bylaw*" be and is hereby repealed.

EFFECTIVE DATE

This Bylaw shall come into force and effect on the final date of passing thereof.

Read a First time this 9th day of January, 2015.


Read a Second time this 9th day of January, 2015.

**Read a Third and Final time this 9th day of January, 2015
and finally passed.**



REEVE

S E A L



CHIEF ADMINISTRATIVE OFFICER

Schedule "A"

Joint Operation Agreement for Fire Protection Services

BETWEEN:

SMOKY LAKE COUNTY - Bylaw 1276-15
a Municipal Corporation, in the Province of Alberta
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as "County")

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE - Bylaw 004-15
a Municipal Corporation, in the Province of Alberta
Box 460
56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as the "Town")

OF THE SECOND PART

WHEREAS the Town owns, operates and manages a Fire Department for the residents of the Town of Smoky Lake; and

AND WHEREAS, both parties have a need for Emergency Fire Suppression and Rescue Service, year-round, twenty-four (24) hours per day, seven (7) days per week within the boundaries of Smoky Lake County; and

NOW THEREFORE, in consideration of the mutual provisions and covenants contained hereunder in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. DEFINITIONS

The following terms are defined as follows in the Agreement:

- 1.1 **"County"** means the municipality of Smoky Lake County.
- 1.2 **"Emergency"** means a sudden unexpected happening or unexpected occasion for action; events or unexpected occasions requiring trained Firefighters to use their skill and judgement in the application of firefighting equipment and techniques to manage or properly extinguish fires and to provide emergency rescue services.
- 1.3 **"Fire Department"** means the one operating Fire Department located in the Town of Smoky Lake.
- 1.4 **"Fire Protection"** means all aspects of Fire safety, including but not limited to, Fire prevention, Firefighting or suppression, pre-Fire planning, Fire inspection, Fire investigation, public education and information, training or other staff development, advising, and responding to a request for Fire Protection (including legitimate emergencies and False Alarms).

1.5 **"Fire Suppression"** includes, but is not limited to emergency rescue services where in the opinion of the Town such services are applicable.

1.6 **"Party"** means the County or the Town.

1.7 **"Village"** means the municipality of the Town of Smoky Lake.

2. TERM

This agreement shall be effective upon execution by both Parties, and shall continue to be effective until it is mutually terminated by the Parties. In addition, a Party may unilaterally terminate this agreement by providing written notice to the other Party. Such unilateral termination shall become effective one-year after written notice has been provided to the other party. Review the **Joint Operation Agreement for Fire Protection Services** after twenty-four months from the date of execution. This agreement shall be in force for Four (4) Years from the date of execution.

3. ENTITY STATUS

This agreement is a joint cooperative undertaking.

4. PURPOSE

The purpose of this agreement is to establish a joint undertaking to cooperatively provide fire protection services for fire suppression and emergency response in both Municipalities.

5. CAPITAL ASSETS

It is hereby agreed by all the parties to this Agreement that the following vehicles/units used by the Parties are wholly owned as follows:

5.1 Smoky Lake County

5.1.1 Unit 320: 1979 GMC crew bus

5.1.2 Unit 414: 1979 Chev C60 Bus Command Post

5.1.3 Unit 424: Command Post Trailer

5.1.4 Unit 431: Rapid Attack Skid

5.1.5 Unit 445: 1997 Ford F700 Rapid Attack Unit

5.2 Town of Smoky Lake

5.2.1 No Units.

5.3 Smoky Lake County and Town of Smoky Lake

5.3.1 Unit 405: 1997 Freightliner Fire Truck –
County: Sixty (60%) Percent and Town: Forty (40%) Percent

5.3.2 Unit 407: 2001 Ford 550 Rescue Truck -
County: Ninety (90%) Percent and Town: Ten (10%) Percent

5.3.3 Jaws of Life: 2010 -
County: Fifty (50%) Percent and Town: Fifty (50%) Percent

5.3.4 Unit 458: 2001 Dodge Ram 1500 4x4 Truck -
County: Sixty (60%) Percent and Town: Forty (40%) Percent

5.3.5 Unit 459: 2014 Freightliner 4x4 Fire Truck -
County: Sixty (60%) Percent and Town: Forty (40%) Percent

- 5.4 It is agreed that any Capital Purchases (new units) provided by Smoky Lake County and the Town of Smoky Lake will be purchased at a percentage basis of 60/40: County at Sixty (60%) Percent and Town at Forty (40%) Percent; and will be located at the premises owned by the Town of Smoky Lake.
- 5.5 County and Town agree that the newest truck will be the First Response Truck.
- 5.6 County and Town agree that sale proceeds from any jointly purchased truck/equipment sold will be reimbursed as per 5.3 or 5.4 above, as circumstances warrant.
- 5.7 Any Capital Purchases (value over \$5,000.00) shall be purchased in accordance to the Fire Department Standard Operating Guidelines.

6. OPERATIONAL COST SHARING ALLOCATION

The basis for deriving the sharing of costs at the date of this Agreement is related to the following:

- 6.1 **Supplies, Training and Meetings:**
All Supplies, Training and Meetings will be cost shared between the County at Sixty (60%) Percent and the Town at Forty (40%) Percent.
- 6.2 **Motor Vehicle Collision**
 - 6.2.1 The County will be responsible to invoice and collect all revenue from the motor vehicle collisions outside the Town boundaries.
 - 6.2.2 The County will be responsible for invoicing motor vehicle collisions in the Town and the Town will collect all revenue.
- 6.3 **Vehicle and Equipment Maintenance:**
 - 6.3.1 All Maintenance and Labour costs on Equipment used to perform the services under this agreement: minor and moderate repairs/parts, lubricants, and major repairs (pump tests, air compressor, air quality tests) will be apportioned and cost shared between the County and Town according to the percentage share of ownership as detailed in Section 5, herein.
- 6.4 **Cell Phones:**
 - 6.4.1 Cell Phones in all fire units will be paid as per signed contract with each party's service provider.
 - 6.4.1.1 County has Unit 407; back up phone line for dispatching; and phone line at the tower.
 - 6.4.1.2 Town has Unit 459 and Fire Hall.
- 6.5 **Fuel:**
The County will pay One Hundred (100%) Percent for all the fuel costs for the units used in emergency situations.

6.6 **Utilities:**

The County agrees to pay to Town \$750.00 per month towards utility costs (gas, heat and power) for the Fire Hall operations.

6.7 **Inspections and Permits:**

6.7.1 Vehicle re-certification for all units will be paid by the County.

6.7.2 Radio Towers, Rental and back-up Phone line will be paid by the County.

6.7.3 Radio Frequency Licenses will be cost-shared with County at Sixty (60%) Percent and Town at Forty (40%) Percent.

6.7.4 Fire Extinguishers:

6.7.4.1 County will pay all costs of Fire Extinguisher Inspections in the Fire Units.

6.7.4.2 Town will pay all costs of Fire Extinguisher Inspections in the Fire Hall.

6.7.5 Internet, GIS, GPS and IT Service will be paid by the County.

6.8 **Equipment Marking**

6.8.1 All equipment purchased jointly by the County and Town shall bear the markings **Smoky Lake Fire Rescue**.

6.8.2 The County will be responsible for the Inventory and Capitalization of all joint capital purchases.

6.9 **Workers Compensation:**

6.9.1 The County and the Town will each provide Workers Compensation to the Smoky Lake Fire Department and each respective municipality shall pay Workers Compensation premiums for to the Smoky Lake Fire Department.

6.10 **Insurance:**

Property Coverage:

6.10.1 Insurance premiums for all vehicles and equipment will be covered by County.

6.10.1.1 The County shall maintain at its own expense the insurance with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Town.

6.10.1.2 An All Risk Property insurance policy covering the full replacement value for physical damage to specified vehicles and equipment, relevant to this Agreement. Such policy shall include the Town as a Loss Payee relating loss of or damage to all property supplied by the Town and which is in the care, custody and control of the County.

6.10.2 Property Insurance for the Fire Hall will be the responsibility by the Town.

6.10.2.1 Property Content Insurance for the Fire Hall will be the responsibility of the Town; and the County will supply a list of purchases for the year. Such policy shall include the County as a Loss Payee relating loss of or damage to all property supplied by the County and which is in the care, custody and control of the Town.

6.10.2.2 Town of Smoky Lake will be the Policy Holder.

Automobile Coverage:

6.10.3 An Automobile Third Party liability insurance policy (Owner's Form) for bodily injury (including death) and property damage in an amount of not less than Five Million Dollars (5,000,000.00) inclusive limit per occurrence covering all automobiles relevant to this agreement.

Liability Coverage:

6.10.4 Comprehensive General Liability Insurance for Fire Fighters will be paid by the Town at Forty (40%) Percent and County will pay Sixty (60%) Percent of these premiums for Liability Coverage. Such policy shall name the County as an Additional Named Insured and the insurer agrees to endeavour to give the County at least (30) days written notice prior to cancellation.

6.10.4.1 Town of Smoky Lake will be the Policy Holder.

VFIS (Volunteer Firefighter Insurance) Coverage:

6.10.5 Fire Fighter Member Insurance will be paid as follows: County at One-third (1/3) cost, Town at one-third (1/3) cost and Fire Fighter Member at one-third (1/3) cost.

6.10.6 The conditions imposed by VFIS have granted preferential status to Jubilee Insurance (the County's insurer), therefore the Town of Smoky Lake would not be authorized to write this coverage. The policy would be written by the County on exactly the same basis.

6.10.6.1 Smoky Lake County will be the Policy Holder.

7. Fire Department

7.1 Level of Services: The Fire Department shall deliver an adequate level of service as established by each Party through the Standard Operations Guidelines.

7.2 Administration: The County will provide the Fire Department \$150.00 per month for all paperwork relating to Fire Suppression and Emergency Calls.

- 7.3 Remuneration: The County and Town will compensate the Fire Department members for Fire and Emergency Calls in accordance with the remuneration and expense rates set by each municipality, from time to time.
- 7.4 Training and Meeting: The County and Town will compensate the Fire Department Members for Informal Training and Meeting at the rate of \$15.00 per hour and Formal Training (includes professional instructor) at the rate of \$15.00 per hour. The Training and Meeting rates will be paid by the Town at Forty (40%) Percent and County will pay Sixty (60%) Percent.
- 7.5 Recognition:
- 7.5.1 Social Fund: County and Town will each donate to the Fire Department the amount of \$600.00 towards the event annually.
- 7.5.2 Years of Service Recognition: As per County policy.
- 7.6 Fire Chiefs Convention: The County will pay for one fire department member to attend the annual Fire Chiefs Convention.
- 7.7 Membership Fees: The County and the Town will cost-share the Alberta Fire Chief Association membership fees for the Fire Chief and Deputy Fire Chief of the Fire Department on a Sixty (60%) Percent County and Forty (40%) Percent Town.
- 7.8 Safety Training: The County will provide their Safety Officer to the Fire Department and invoice the Town for Forty (40%) Percent of the cost.
- 7.9 Clothing: County will provide the Dress Uniform for the Fire Chief at One Hundred (100%) Percent cost and the Station Gear Uniform for the Firefighter members (one-time only) on a cost-shared basis of 50/50 as part of the Department's Uniform Incentive Program.

8. INVOICING

- 8.1 The Fire Department is responsible to submit all operational and administrative requirements to the County within 10 days of the event or upon request.
- 8.2 The Parties shall invoice on a quarterly basis for all costs incurred as per this agreement.
- 8.2.1 The County will provide the Town copies of all Fire Calls, Expenses, and Capital purchases on a quarterly basis.

9. HOLD HARMLESS

9.1 Indemnity by the County

The County shall indemnify and hold harmless the Town, its Councillors, directors, officers, employees, agents and representatives and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the Town or such individuals including costs as between solicitor and client) which may be brought or made against the Town or such individual or which the Town or such individual may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the County or any negligent act or omission of the County, its directors, officers, employees, agents and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

9.2 Indemnity by the Town

The Town shall indemnify and hold harmless the County, its Councillors, directors, officers, employees, agents and representatives and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individuals including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individual may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Town or any negligent act or omission of the Town, its directors, officers, employees, agents and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

10. ASSISTANCE FOR EMERGENCIES

Additional Emergency Services

Either party may assist the other in an emergency situation upon the following conditions:

- 10.1 upon receiving request from the Chief Administrative Officer for assistance.
- 10.2 all costs will be invoiced to the requesting party.

11. AMENDMENTS

This Agreement and any of its provisions may be altered or amended when any such changes are submitted by the Parties in writing and subject to full negotiations and mutual ratification thereof, but not otherwise.

12. SEVERABILITY

If any provision of this agreement or its application is held invalid, then the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

Schedule "B"

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13. APPLICABLE LAW

This agreement shall be subject to and governed with all Federal, Provincial, and Municipal laws, rules, regulations and guidelines that apply.

14. HEADINGS

The headings in the Agreement have been inserted for reference in **Schedule "B": Table of Contents** as a matter of convenience only and in no way define, limit or enlarge to scope or meaning of this Agreement or any provisions thereof.

IN WITNESS WHEREOF the parties hereto execute this Agreement and affixed their corporate seals of its proper signing officers duly authorized:

SMOKY LAKE COUNTY

DATE: January 9, 2015



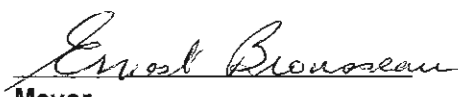
Reeve
Smoky Lake County




Chief Administrative Officer
Smoky Lake County

TOWN OF SMOKY LAKE

DATE: Feb 5 2015



Mayor
Town of Smoky Lake



Chief Administrative Officer
Town of Smoky Lake