#### ST. PAUL TOWN AND COUNTY JOINT FIRE SERVICES AGREEMENT

This Agreement made this first Day of January 2018

#### Between:

#### THE COUNTY OF ST. PAUL NO. 19

Hereinafter Called "The County"

Of the First Part

- And -

## THE TOWN OF ST. PAUL Hereinafter Called "The Town"

Of the Second Part

WHEREAS the County is desirous of using the services of the Fire Department of the Town, <u>as identified in the Department's Level of Service Policy</u>, which would warrant assistance being given by the Town, when requested by the County.

Therefore, the agreement witnesses that in consideration of the mutual covenant and undertaking herein, the parties agree as follows:

1) The Joint St. Paul Fire Services Committee will consist of two elected officials from the Town, the Mayor of the Town, two elected officials from the County, the Reeve of the County, Town CAO, County CAO, Town Fire Chief, <u>Ashmont and Mallaig Fire Chief or designate</u>, <u>County Fire Guardian</u>, and <u>General Manager of Community and Protective Services</u>. Only elected officials will possess voting rights.

Following its appointment, the Committee shall appoint a <u>chairperson</u>, <u>vice-chairperson</u>, and recording secretary.

- 2) The committee chairperson shall schedule quarterly meetings of the Joint Fire Services Committee. One of those meetings will serve as an annual budget meeting.
- 3) The Town will provide Workers' Compensation, Public Liability and Group Insurance for all Town of St. Paul Fire Department <u>equipment</u>, <u>property and firefighters</u> and the County will provide Workers' Compensation, Public Liability and Group Insurance for all County of St. Paul Fire Department <u>equipment</u>, <u>property and firefighters</u>.
- 4) The County of St. Paul will supply its own firefighting units as listed in Appendix "A" of this agreement, and will be responsible for the purchase, maintenance and upkeep of said units, with the exception of Rescue 1 and Rescue 2.
- 5) The Town of St. Paul will supply its own firefighting units as listed in Appendix "A" of this agreement, and will be responsible for the purchase, maintenance and upkeep of said units, with the exception of Rescue 1 and Rescue 2.
- 6) The County will pay fifty percent of the Town of St. Paul Fire Department's annual general operating <u>and capital expenses</u> to the Town which will include among others, but not exclusive too:
  - a) Providing space in the firehall to house the County owned units. (4 bays)
  - b) Supply and maintain the necessary communications system.
  - c) Costs associated with staff training.
  - d) Costs associated with <a href="Rescue 1">Rescue 1</a> and <a href="Rescue 2">Rescue 2</a> and <a href="their">their</a> equipment, except for fuel used to attend any County fire or rescue call for which the County will be responsible for those costs, <a href="mailto:and equally">and equally</a>, the Town of St. <a href="Paul will be responsible for those costs when used in Town.</a>

The fifty percent share of all operating costs will be to cover all fires and/or rescue calls within the St. Paul Fire District No.Two over a twelve-month period. The fifty percent share will also cover mutual aid calls to St. Paul Fire District No's. One, Three, and Four.

- 7) The Joint Fire Services Committee will review the proposed annual operating budget, and will be approved by both Councils prior to its inception.
- 8) The Town will invoice the County in two installments. One being June 30, which represents fifty percent of the approved budget, and the other being December 31, which represents fifty percent of the actual final expenditures.
- 9) Funds that have been recovered by attending motor vehicle accidents by the St. Paul, Mallaig and Ashmont Fire Units, will be placed in a reserve account for future rescue equipment or Rescue Unit replacement costs. All paperwork to be completed and submitted to Alberta Transportation by the St. Paul Fire Chief. The Town will issue a payment upon receipt of an invoice from the County for the amount that makes up Mallaig and Ashmont's annual share in the first quarter of the following year. The Town Fire Chief will submit quarterly reports to the County and Joint Fire Service's Committee documenting the figures from Alberta Transportation.
- 10) Either municipality may use each other's fire equipment if the incident requires the additional resource. The Town and County of St. Paul will each be responsible to recover the costs where <a href="mailto:applicable">applicable</a> of such use, and submit this amount to the respective municipality.
- 11) The St. Paul Fire Chief will provide administrative support to the Mallaig and Ashmont Fire Chiefs as requested for items such as but not limited to the development of Standard Operating Guidelines, fire inspections and investigations, submitting required fire reports to the Office of the Fire Commissioner, equipment maintenance records and updates. In addition, the St. Paul Fire Chief will submit fire reports on County fires to the County Administration within sixty days of the fire, whenever possible.
- 12) Either party may terminate this Agreement by providing a minimum of one years' notice to the other Party.

#### **NOTICES**

Any notice to be given by one Party to this Agreement to another shall be in writing, e-mail, delivered personally, or mailed by pre-paid registered mail to the other Party at the address shown below. Notice given by mail shall be deemed to have been received by the Party on the day of delivery or upon the seventh (7<sup>th</sup>) day after the date of mailing provided that normal postal service is in existence at the time of mailing and for seven (7) days thereafter.

Notice shall be given to the Town at:

Town of St. Paul (c/o CAO) 5101 – 50 Street, Box 1480 St. Paul, AB. T0A 3A0

Email: hhabiak@town.stpaul.ab.ca

Notice shall be given to the County at:

County of St. Paul No. 19 (c/o CAO) 5015 – 49 Avenue St. Paul, AB. T0A 3A4

Email: skitz@county.stpaul.ab.ca

### LENGTH OF AGREEMENT/RENEWAL

| This agreement shall be for a period of <u>four years</u> , <u>concluding on December 31, 2021</u> . |        |                      |
|--|--------|----------------------|
| Dated this   | day of | , <u>2017</u> .      |
|  |        | Town of St. Paul     |
|  |        | Mayor                |
|  |        | Town Administrator   |
|  |        | County of St. Paul   |
|  |        | Reeve                |
|  |        | County Administrator |

# ST. PAUL TOWN AND COUNTY JOINT FIRE SERVICES AGREEMENT APPENDIX "A"

#### **County of St. Paul Firefighting Units:**

Pump 3 Fire Pumper Tanker 1 Water Tender

Pump 4 Quick Response Unit Rescue 2 Rescue/Mini-Pumper

UTV 1 Polaris Ranger Side by Side

**Utility Trailer** 

#### **Town of St. Paul Firefighting Units:**

Pump 1 Fire Pumper Pump 2 Fire Pumper

Pump 5 Fire Pumper-Reserve Unit

Rescue 1 Heavy Rescue Unit