

FIRE PROTECTION AGREEMENT

This Agreement made this _____ Day of _____, 2018.

Between:

THE COUNTY OF ST. PAUL NO. 19

being a corporate body, in the Province of Alberta
hereinafter Called "The County"

Of the First Part

- and -

SUMMER VILLAGE OF HORSESHOE BAY

being a corporate body, in the Province of Alberta
Hereinafter Called "The Summer Village"

Of the Second Part

WHEREAS, the Summer Village is desirous of obtaining a fire service for its ratepayers who own cottages, homes, dwellings or property;

AND WHEREAS the County agrees to provide a fire service to the Summer Village;

AND WHEREAS, the County Fire Departments will be available to provide a fire service to the Summer Village;

NOW THEREFORE in consideration of these presents and the mutual covenants and agreements herein contained, the two parties hereto undertake and agree as follows:

- 1) A County Fire Department shall make their firefighting equipment, including the personnel who normally operate the said equipment available for fires which arise within the limits of the Summer Village. The fire service provided by the County Fire Departments to the Summer Village shall be in accordance with the established County Fire Department level of service standards as specified by the Council of the County and listed as per Schedule "A" attached hereto.
- 2) For reasons beyond reasonable control, that County Fire Departments are unable to respond to a fire call for assistance within the boundaries of the Summer Village, the County Fire Departments and/or the County shall not be held liable for any damages which may arise from the failure of response to the assistance call.
- 3) It is understood the Summer Village does not have any firefighting equipment or personnel from its own resources. However, the Summer Village shall cooperate in all regards and respond to recommendations made by the County Fire Departments concerning general firefighting and fire prevention measures. This would include requests for water supply, additional equipment, and mutual aid assistance.

- 4) The emergency response number for all County Fire Departments is 911. It is understood that the Summer Village shall be responsible for ensuring all Summer Village residents are entered on the 911 system and that the Summer Village shall make any changes or amendments therein as required.
- 5) The Summer Village covenants and agrees to pay the County for a fire service, a fee as outlined in schedule "B" attached to and forming part of this agreement.
- 6) In the event of a fire, additional firefighting costs will be applied at the time of each occurrence. All disbursements made and other costs incurred by the County Fire Department shall be invoiced by the County and payment shall be made by the Summer Village within thirty (30) days of the receipt of the invoice. The firefighting costs are as outlined in Schedule "C" attached to and forming part of this agreement.
- 7) The County and the County Fire Departments, their members or any individuals operating the firefighting equipment, shall not be liable in any manner to the Summer Village and its taxpayers regarding any fire originating in the Summer Village, or regarding those efforts directed at extinguishing, controlling or confining any fire. The Summer Village shall indemnify and save harmless the County and the County Fire Departments regarding any claims made by the taxpayers of the Summer Village with respect to damage occurring to property while providing the fire service, provided that the said damage does not arise out of negligence and/or willful or ~~wanton~~ **irresponsible** misconduct of the County Fire Departments or any of its members.
- 8) The Summer Village shall indemnify the County Fire Departments 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.
- 9) Either of the two parties may terminate **or request to amend** this agreement by providing 90 days written notice.
- 10) This agreement shall be in effect for a period of **four** ~~five~~ (5 **4**) years commencing on the first day of ~~October~~ **January 1, 2018** and continuing until ~~September 30, 2017~~ **December 31, 2021**.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals authenticated by the signatures of the proper officers, on the date first above written.

Dated this _____ day of _____, 2018.

County of St. Paul No. 19

Summer Village of Horseshoe Bay

Reeve

Mayor

Chief Administrative Officer

Administrator

Schedule "A"
Level of Service Standards
County Fire Departments

The Summer Village falls within the boundaries of the Mallaig Fire Department; therefore the Mallaig Fire Department will be the first responder. If, however, they are unable to respond then another County Fire Departments will be called upon.

~~The County Fire Departments shall be responsible for and limited to the control and extinguishment of grass and brush fires and defensive exterior attacks on structures.~~

The Mallaig Fire Department will provide fire protection and emergency response services according to the provisions of Level of Services Policy FES-111 (attached).

The St. Paul Fire Department will provide fire protection and emergency response services according to the provisions of Level of Services Policy FES-109 (attached).

The Ashmont Fire Department will provide fire protection and emergency response services according to the provisions of Level of Services Policy FES-110 (attached).

Schedule "B"
Fire Protection Fees

1. The Summer Village shall pay the County twenty dollars (\$20.00) per year per lot based on 146 lots ~~being \$2,920 per year.~~
2. ~~The Summer Village shall make a seventy five thousand dollar (\$75,000) capital contribution for the Mallaig Fire Department's new hall.~~ In consideration of a ninety thousand-dollar (\$90,000) capital contribution paid by the Summer Village to the Mallaig Fire Department's new hall in 2012, the County agrees not to seek additional input for 15 years, ending ~~September~~ December 31, 2027.
3. ~~For each contract period of the fire agreement, a fee rate shall be negotiated prior to July 1st of the last year of the contract.~~
4. The fire protection fee will be remitted directly to the County of St. Paul, 5015 – 49 Avenue, St. Paul, AB T0A 3A4.

Schedule "C" Fire Fighting Costs

For each fire occurrence and response, additional firefighting costs will be invoiced to the Summer Village on the following basis:

~~Call-out fee of \$350 per hour for the first hour or fraction thereof for each fire fighting vehicle dispatched by the County to include two (2) fire fighters per unit. Each additional fire fighter will be charged out at \$25/hour or portion thereof.~~

1. For each unit for which the County Fire Departments respond an hourly rate per type of unit will be charged according to the Alberta Transportation Fee Schedule which is amended from time to time.

~~A fee of \$175 for each additional half hour (1/2) thereafter or any portion thereof for each vehicle unit:~~

<u>Vehicles in place</u>	<u>Units</u>
Pumper	1
Tanker	1
Rescue Van	1
Medical Van	1
Quick Response Bush Water Truck	1

2. A fee of ~~\$175~~ \$450 per call out for false alarms (including security systems).

~~1. Actual costs charged for additional water supplied by a private trucking firm.~~

~~2. All costs incurred by bringing in another fire department as back-up in order to save property from fire destruction.~~

~~3. Actual costs incurred for use of chemical or foam supplied to assist in containing fire.~~

3. Any costs that may be incurred by the County of St. Paul No. 19 and/or any District Fire Department for extinguishing a fire or providing fire services including costs of equipment and consumables may be charged to the person who caused the fire, the owner of the land on which the fire occurred, the occupier of the land on which the fire occurred, or the owner of a vehicle in which a fire occurred. (as per County of St. Paul Fire Bylaw No. 2015-04)