

Sturgeon County – City of Fort Saskatchewan

Aerial Fire Apparatus Service Agreement 2024 - 2026

Aerial Fire Apparatus Service Agreement

Between:

Sturgeon County

("County")

-and-

The City of Fort Saskatchewan

("City")

PREAMBLE

WHEREAS Sturgeon County is authorized under “*Municipal Government Act*”, R.S.A. 2000, c. M-26 (the “MGA”), to enter into Agreements on or in connection with matters under the County’s administration;

WHEREAS as authorized under the MGA, the City may provide a service that the City provides to another municipality, with the Agreement of that other municipality;

WHEREAS Sturgeon County desires to enter into an Agreement with the City whereby the City will provide Tower/Aerial Fire Apparatus Service to the County from time to time on an as requested, as required basis;

WHEREAS the City has agreed to provide Tower/Aerial Fire Apparatus Service to the County from time to time on an as requested, as required basis;

WHEREAS Sturgeon County and the City have agreed to enter into this Agreement and desire to set out the terms and conditions thereof, this Agreement witnesses that the Parties agree as follows:

INTERPRETATION

1. In this Agreement:

- a) “Agreement” means this Agreement and includes Schedule “A”;
- b) “Out of Service” means to not be operationally or mechanically ready;
- c) “Party” means either Sturgeon County or the City of Fort Saskatchewan;
- d) “Record” means a record of information in any form and includes notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers, and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records; and

- e) “Service” means when requested by the County, when the necessary personnel and equipment are available, the City will respond in the County with an aerial fire apparatus.

PARTY CONTACTS, DELEGATION

- 2. The City designates the City Fire Chief or designate, as the City’s representative under this Agreement and the prime contact authorized to communicate the City’s position to the County on matters pertaining to this Agreement.
- 3. The County designates the County Fire Chief/Manager of Protective Services, or designate, as the County’s representative under this Agreement and is the prime contact authorized to communicate the County’s position to the City on matters pertaining to this Agreement.

PERIOD OF AGREEMENT

- 4. The Agreement as outlined will be for the period commencing January 1, 2024 and terminating December 31, 2026.

COVENANT

- 5. The City agrees to provide aerial fire apparatus service, when the necessary personnel and equipment are available, to the County from time to time as requested, in a timely, efficient and economical manner.
- 6. The County agrees to pay the City for services in accordance with this service Agreement.

GENERAL TERMS

- 7. Time is of the essence in this Agreement.
- 8. The parties agree to enact Schedule “A” to govern the fees and compensation for services provided under this agreement.
- 9. The City agrees to maintain insurance and registration on the City’s aerial apparatus. The City agrees to pay all vehicle, equipment maintenance, replacement and fuel costs associated with City’s aerial apparatus that may be used in the County from time to time.
- 10. The County acknowledges, accepts and agrees that in the event where an incident is deemed to be a priority by the City Fire Chief or designate or the City’s aerial device is out of service, the City may be unable to provide the services within the County’s boundaries. The County shall have no claim for damages or compensation arising out of the failure or refusal of the City to provide the service under this Agreement in the County boundaries due to a conflicting requirement.
- 11. Records associated with this Agreement are to be completed, stored, protected in accordance with each municipality’s own records management provisions.

12. The terms of this Agreement are severable, and any term or condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of this Agreement or any other term or condition of it.
13. The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta. This clause shall survive this Agreement.
14. This Agreement inures to the benefit of and is binding upon the parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.
15. No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the Parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.
16. If at any time during the continuance of this Agreement, the parties consider it necessary to amend this Agreement, they may do so by a written document signed by each party signifying mutual Agreement between the parties and all amendments in such written document shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.
17. The County and City acknowledge that neither party has an obligation to renew, extend or offer a new Agreement at the end of the term of this Agreement.

INDEMNITY AND INSURANCE

18. The County agrees to indemnify and hold harmless the City from any and all third-party claims, demands, and actions or costs (including the City's costs on a solicitor-client basis), for which the County is responsible for, arising out of negligence or wilful acts by the County or the County's employees or agents.
19. This clause shall survive this Agreement.
20. The City agrees to indemnify and hold harmless the County from any and all third-party claims, demands, and actions or costs (including the County's costs on a solicitor-client basis), for which the City is responsible for, arising out of negligence or wilful acts by the City or the City's employees or agents.
21. This clause shall survive this Agreement.
22. The County agrees to indemnify and hold harmless the City from any costs related to infrastructure damage, for which the City is responsible for, arising out of negligence or wilful acts by the City or the City's employees or agents.
23. This clause shall survive this Agreement.

INVOICING FOR SERVICES

24. Invoices for services shall be in accordance with Schedule A of this Agreement and shall be forwarded within sixty (60) days (outside of extenuating circumstances) of the incident to the County as applicable and shall be paid within sixty (60) days from the invoice date. Invoices are to be submitted to:

Sturgeon County
9613-100 Street
Morinville, AB T8R 1L9

25. The County shall only be liable to pay the City for services rendered under the terms of this Agreement up to and including the date of termination of this Agreement.

26. All services provided by the City under this Agreement are being purchased by the County and are not subject to the Goods and Services Tax (GST).

NOTICES

27. Any and all notices permitted or required to be given under this Agreement must be delivered in writing to the offices of the parties listed below.

TO THE COUNTY: Sturgeon County
 9613 100 Street
 Morinville, Alberta, T8R 1L9
 Attention: Fire Chief/Manager of Protective Services

TO THE CITY: City of Fort Saskatchewan
 10099 - 93 Ave,
 Fort Saskatchewan, AB T8L 1N5
 Attention: Fire Chief

Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

TERMINATION

28. Either party may terminate this Agreement in full or in part at any time by giving a minimum of six (6) months' notice in writing to the other party of its intention to do so unless otherwise agreed to. Upon termination, the County and/or the City shall submit an invoice for services rendered but not previously invoiced.

29. Upon receipt of a notice of termination, either party shall prepare and deliver to the County or the City, a written report, if required, on the services rendered prior to the termination of the Agreement.

30. This clause shall survive this Agreement.

31. If either party is in default of any obligation or provision of this Agreement, and, where notice is provided, the default is not remedied after thirty (30) days, the non-defaulting party may elect to terminate this Agreement by providing thirty (30) days written notice to the defaulting party.
32. The parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

CITY OF FORT SASKATCHEWAN

Date: _____

General Manager,
Community and Protective Services

Director, Legislative Services

STURGEON COUNTY

Date: _____

Alanna Hnatiw, Mayor

Reegan McCullough,
Chief Administrative Officer

SCHEDULE “A”
FEES AND COMPENSATION

1. The County agrees to pay an annual operational fee of \$20,000 for the term of the agreement to the City payable upon invoice. This fee is for the provision of aerial services up to 15 hours annually to include incident response, firefighter training and mutual aid exercises involving the municipality and industry partners.
2. The County agrees to pay the City \$1507.66 per hour for service, all inclusive for any additional hours beyond 15 hours.