

THIS AGREEMENT dated this 17 DAY OF DECEMBER, 2002.

BETWEEN:

THE TOWN OF TABER a Municipal Corporation  
in the Province of Alberta (hereinafter called the "Town")

- AND -

THE MUNICIPAL DISTRICT OF TABER a Municipal Corporation  
in the Province of Alberta (hereinafter called the "MD")

- AND -

THE VILLAGE OF BARNWELL a Municipal Corporation  
in the Province of Alberta (hereinafter called the "Village")

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

WHEREAS the MD and Village have a need for Emergency Fire Suppression and Rescue Service, in those areas of the MD as shown in green on Schedule "A" attached (excluding the Town of Taber and the Village of Barnwell), and within the Village corporate boundaries respectively (hereinafter called the designated areas).

NOW THEREFORE, in consideration of the mutual provisions and covenants contained hereunder in this Agreement, the parties agree as follows:

1. **IN THIS AGREEMENT**, unless the context otherwise requires:
  - a) "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;
  - b) "Fire Suppression" includes, but is not limited to emergency rescue services where in the opinion of the Town such services are applicable;
  - c) "Response Map System" means a map prepared pursuant to Article 7;
  - d) "Priority of Response" means that all Emergency calls from within the designated areas will receive immediate response from the Town fire suppression, rescue crews when in the opinion of the Town, it can reasonably do so without impairing the Town's capacity to protect life or property within the Town limits.

2. **TERM OF AGREEMENT**

Notwithstanding the date upon which the parties may execute this Agreement, the term of this Agreement will be effective from January 1, 2003 and will continue until December 31, 2005, unless terminated in accordance with the terms of this Agreement. The parties may jointly agree to review this Agreement or amend the schedules from time to time, provided that all parties agree to review and amend.

The parties to this Agreement will commence re-negotiation discussions at least six (6) months prior to the expiration of this Agreement.

3. **FIRE SERVICE**

The Town agrees to provide fire suppression service from the date of this Agreement forward to the residents in the designated areas, and more particularly agrees to:

- a) Make its best efforts to provide Priority of Response to emergency calls from within the designated areas, within the terms and conditions of the Agreement.
- b) Provide acceptable call answer and dispatch services for all fire calls.
- c) Be responsible for the billing and collection of any fire fees that may be applicable and retain all revenues received.
- d) Maintain and insure all equipment at an operational level.
- e) Obtain sufficient liability insurance on equipment and for all personnel (permanent staff and volunteer staff).
- f) Be responsible for the operation and management of the service and will pay the costs and expenses of such services as they fall due.
- g) Be responsible for all recruitment, remuneration and ongoing training and management of all fire personnel.
- h) Assign at its discretion, on a per incident basis, firefighting equipment and Firefighters to suppress fire and rescue needs occurring in the designated area.

4. **ASSETS**

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

- a) **By the Town of Taber**
  - i) 2000 International Modular Rescue Unit
  - ii) 1978 Ford 800 Superior Emergency Products Pumper - 840 igpm rated
  - iii) 1996 Freightliner FL-80 1,050 igpm rated pumper
  - iv) 2001 Dodge 4 x 4 (Fire Chief's Vehicle)
  - v) 1991 GMC Sierra 4x4
- b) **By the MD of Taber**
  - i) 1999 Freightliner FL-80 1,050 igpm rated pumper
  - ii) It is agreed that any new units provided by the MD and located at premises owned by the Town will be purchased and owned by the MD

## **ASSETS (Continued)**

- c) **Future Ownership** - that in the case where the MD and/or Village decide to withdraw from the fire service by providing notice as per Article 10, payments and ownership of all vehicles, equipment and any assets associated with fire and rescue operations, including but not limited to those indicated in this article above, will be determined as follows:
- i) the Village will not be involved in any future ownership under this Agreement,
  - ii) for the 1999 Freightliner FL-80 1,050 igpm rated pumper owned by the MD, or any future pumper trucks totally purchased by the MD, these units will remain the property of the MD,
  - iii) for the 2000 International Modular Rescue Unit, or any future rescue units purchased by all three parties to this Agreement, at the final date of service to the MD and/or Village, a payment will be made by the Town based upon a depreciation factor using 25% for the first year, 15% for the second year and 10% each year thereafter to determine an amount that the Town will pay back to the M D (No Payment to the Village) based upon their original investment,
  - iv) for the 2001 Dodge 4 x 4 (Fire Chief's Vehicle), or any future trucks of this type purchased by all three parties to this Agreement, at the final date of service to the MD and Village, a payment will be made by the Town based upon a depreciation factor using 20% for the each year from the date of purchase to determine an amount that the Town will pay back to the M D (No Payment to the Village) based upon their original investment,
  - v) for any equipment not indicated above, this will remain the property of the Town.

## **5. ANNUAL BUDGET**

- a) The Town will prepare annual operating and capital budgets for each calendar year, including all line items, and will inform the M.D. and Village on or before November 1<sup>st</sup> of any year preceding the acquisition of any major capital asset.
- b) The Town will be entitled to include a management and administrative cost in the budget in the amount of \$5,000.00.
- c) If the Town's planned fire operating budget is projected to increase by greater than 5% over the previous year's budget, the Town and MD will come to an agreement prior to any budget approvals.

## **6. MD AND VILLAGE FINANCIAL CONTRIBUTION**

- a) Costs of capital and operations will be allocated as indicated in this Article or as the percentage or lump sum otherwise provided in Schedule "B" attached to and forming part of this Agreement.
- b) In lieu of consideration of a part payment, the MD has agreed to supply its own fire truck, which is to be housed and operated by the Town in the designated area and within the Town limits, at the Town's discretion. The Town will advise the MD on an annual basis, in writing, as to the status and condition of the MD's fire equipment and fire truck.

**MD AND VILLAGE FINANCIAL CONTRIBUTION (CONTINUED)**

- c) The Village will contribute funds in the amount indicated in Schedule "B" attached towards the operating and capital deficits.
- d) Upon receiving a Town Council resolution authorizing the purchase of a replacement unit, the MD will include their respective costs in their budgets.
- e) As indicated in Article 4. above, the Town is entitled to all ownership rights other than those provided in Article 4. for MD ownership rights, and other than payments indicated in Article 4 c) above, even though funds may have been contributed in any budget year by the MD and Village.
- f) The MD and Village agree to pay all annual operational and capital costs within thirty (30) days of receipt of the billing from the Town; the Town will provide the billing on a quarterly basis.
- g) The MD and Village may agree to contribute funds towards any building renovations, expansions, and new building construction, with the amount to be negotiated by the respective Councils at the time of need.
- h) The Town, MD and Village agree that it is their intention that the Fire Chief's vehicle will be replaced every 4 years.

**7. MD MAP**

- a) The MD and Village will provide appropriate mapping for location purposes.
- b) The MD and Village will attempt to educate their ratepayers/occupants in the designated areas to the effect that at the moment of an emergency, parties giving an alarm shall call the Emergency Number **911** and shall state:
  - i) their Name(s)
  - ii) their Telephone Number
  - iii) their Location
  - iv) any other pertinent information to the incident being requested by the Dispatch personnel.

**8. LIABILITY**

Each party, as applicable (the "indemnitor") will indemnify and hold harmless the other party and its directors, officers, employees, agents and representatives (the "indemnitee") from and against any direct damages, injuries, losses and other liabilities claimed against the indemnitee, and all related costs and expenses (including reasonable legal fees on a solicitor and his own client full indemnity basis) suffered or incurred by the indemnitee in relation to any claims, cause or causes of action, action or actions, suits or proceedings by a third party ("Claim") which arises from damage to property or injury to or death of persons resulting from the Indemnitor's failure to perform its obligations under this Agreement which failure is caused by the negligence or willful act of the Indemnitor or any of its directors, officers, employees, agents or representatives acting within the scope of their authority or employment. The indemnity under this subsection (a) will be limited to an amount in proportion to the degree to which the Indemnitor or its directors, officers, employees, agents or representatives acting within the scope of their authority or employment are at fault. As used herein, "willful act" will mean any act or omission, which is an intentional tort or a breach of any of the obligations under this Agreement.

**9. DISPUTE RESOLUTION**

- a) In the event the parties are unable to resolve any disputes that may arise from the Agreement, any party may submit the dispute, in writing, for a resolution to the following Dispute Resolution Board consisting of:
  - i) Two members of Town Council;
  - ii) Two members of MD Council; and
  - iii) A citizen at large from outside of the M.D. and the Town selected by the members in i) and ii), who will act as Chairman for the Board.
- b) Each of the above members will have one vote.
- c) The Dispute Resolution Board will make a decision with respect to the Dispute within thirty (30) days of submission of the dispute in writing to the Chairman.
- d) In the event that Town or MD are not satisfied with the decision of the Dispute Resolution Board, the process may be taken through the AUMA and/or AAMD&C resolution process.
- e) The decision of the process indicated in 9 d) will be final and binding on the parties hereto.

**10. WITHDRAWALS OR CANCELLATION**

The MD or the Town can terminate this Agreement, or the Village may withdraw from this Agreement, by providing twelve (12) months Notice, in writing to the other parties listed in Article 11.

**11. NOTIFICATIONS**

Any Notices or correspondence in writing with regards to this Agreement will be delivered by personal delivery addressed to the any party at the following addresses:

- a) **As to the Town**
  - The Town of Taber
  - 4900 A - 50 Street
  - Taber, AB T1G 1T1
  - Attention: Chief Administrative Officer
  
- b) **As to the MD**
  - Municipal District of Taber
  - 4900 B - 50 Street
  - Taber, AB T1G 1T2
  - Attention: Municipal Administrator
  
- c) **As to the Village**
  - Village of Barnwell
  - Box 159
  - Barnwell, AB TOK OBO
  - Attention: Administrator

IN WITNESS WHEREOF the Parties hereto have set their hands and seals this day of DECEMBER 19, 20 03.

TOWN OF TABER

*[Signature]*  
MAYOR

*[Signature]*  
CHIEF ADMINISTRATIVE OFFICER (CAO)

MUNICIPAL DISTRICT OF TABER

*[Signature]*  
REEVE

*[Signature]*  
MUNICIPAL ADMINISTRATOR

VILLAGE OF BARNWELL

*[Signature]*  
MAYOR

*[Signature]*  
ADMINISTRATOR

## **Schedule "B"**

### **Cost Sharing Allocation**

The basis for deriving the sharing of costs at the date of this Agreement is related to the following annual lump sums or percentages:

- 1) Village of Barnwell - Annual Lump Sum - to be \$10,000 for operating and capital costs for the 2003 budget year, to be increased annually by the Consumer Price Index at December 31<sup>st</sup> of the previous year, with a maximum annual increase of 3%).
- 2) Remaining Annual Deficit to be allocated as follows (Note: the amount shown as a Village lump sum payment will be included as revenue to determine deficits):

<b>Town of Taber</b>	<b>58%</b>
<b>MD of Taber</b>	<b>42%</b>

These cost sharing ratios will apply for the term of this Agreement, only excepting therefrom items specified to the contrary within this Agreement. The Parties to this Agreement may from time to time review this Cost Sharing Allocation, and amend it accordingly if agreed to by all parties.