

THIS AGREEMENT IS MADE THIS

BETWEEN:

THE TOWN OF VAUXHALL
IN THE PROVINCE OF ALBERTA
VAUXHALL, ALBERTA
OF THE FIRST
PART

AND

THE MUNICIPAL DISTRICT OF TABER
IN THE PROVINCE OF ALBERTA
TABER, ALBERTA
OF THE SECOND PART

WHEREAS;

Pursuant to the provisions of Section 54 of the Municipal Government Act R. S.A. 1994 c.M-26. 1, a Municipality may provide any service or thing that it provides in all or a part of the Municipality in other municipal authorities with the agreement of the other municipal authorities; and

WHEREAS; the Town of Vauxhall does operate a Volunteer Fire and Ambulance Service; and

WHEREAS; the Town of Vauxhall is prepared to make the services of the Town of Vauxhall's Volunteer Fire & Ambulance service available to the M.D. of Taber; and

WHEREAS; the M.D. of Taber wishes to have the Town of Vauxhall supply these services to the M.D. of Taber on the terms and subject to the conditions herein after set forth.

NOW THEREFORE; this agreement witnessed that in consideration of the mutual covenants and agreements hereafter set forth, the parties here to covenant and agree with each other, as follows:

ARTICLE I

1.1 DEFINITIONS

In this Agreement the following words and expression shall have the meanings herein set forth unless in consistent with the subject matter or context:

1. I "Service Area" means that geographic area located within the municipal boundaries of the M.D. of Taber and agreed to by the M.D. of Taber and the Town of Vauxhall. The Ambulance and Fire Service area may be different.
- 1.1.2 "Town of Vauxhall" a Municipal Corporation established and existing pursuant to the laws of the Province of Alberta.
- 1.1.3 "M.D." or "M.D. of Taber" a Municipal Corporation established and existing pursuant to the laws of the Province of Alberta

ARTICLE 11

2.1 ENGAGEMENT

The M.D. of Taber hereby engages the Town of Vauxhall to provide Ambulance and Fire protection - - service to the M.D. and the Town agrees to provide these services to the M.D. on the terms set out in this agreement.

2.2 TERMS OF AGREEMENT

This agreement shall remain in full force and effect for an indefinite term („the *tenw'*) until terminated by either party to this agreement by giving written notice to the other party to take effect six (6) months after delivery of such notice.

ARTICLE III

3.1 COVENANTS OF THE TOWN

The Town covenants and agrees with the M.D. as follows:

To provide and operate a Volunteer Ambulance and Fire Department on a year round twenty-four (24) hours per day, seven (7) days per week based during the term.

To keep and maintain proper records with respect to all Ambulance and Fire calls responded to.

To perform **fire** inspections as per the Alberta Safety Codes Act.

To bill afl ambulance calls as **per** Alberta Blue Cross posted rates.

To maintain the Town of Vauxhall's 1980 fire truck until 2012. At this time this truck will be removed from service.

ARTICLE IV

4.1 COVENANTS OF THE M.D.

The M.D. covenant and agrees with the Town as follows:

4.1.1 That the M.D. of Taber will replace its 1983 ford **fire** truck in 2002. The purchase of this truck will be cost shared between the M.D. at sixty (60) percent and the Town at forty (40) percent.

4.1.2 That the M.D. of Taber will purchase a new truck for January 1, 2011. The purchase of this fire truck will be cost shared between the M.D. at sixty (60) percent and the Town at forty (40) percent.

4.1.3 The M.D. and the Town agree that the newest truck will be the first response truck.

4.1.4 The M.D. and the Town agree that any track purchased on the 60/40 split will become the property of the M.D. at the end of twenty (20) years.

4.1.5 The M.D. and the Town agree that a new fire truck will be purchased every ten-years at the 60/40 split starting in 2012.

4.1.6 That the M.D. will pay one third (1/3) of the Town of Vauxhall's Public Works Fore salary.

4.1.7 The M.D. of Taber agrees to pay for 50% of the following costs:

4.1.7.1 Operational costs of the Towns Fire Hall including fuel, gas, power, telephone, equipment, insurance, etc.

4.1.7.2 Firemen's wearing apparel and special use of related equipment

4.1.7.3 Honorarium paid to the Volunteer firemen, to a maximum of twenty (20).

4.1.7.4 Honorarium paid to the Volunteer ambulance personnel to a maximum of twenty (20).

4.1.7.5 Capital costs of replacing the ambulance.

- 4, 7.6 Of the deficit, if any, of providing ambulance service calculated as follows: Total expenses, including wages, operating costs, insurance, equipment and wearing apparel, less total revenues as per 3.1.4.

ARTICLE V

5.1 **ARBITRATION**

In the event that a dispute arises between the parties hereto pursuant to Ns Agreement such dispute shall be determined by arbitration in accordance with the Arbitration Act (Alberta)

ARTICLE VI

6.1 **FORCE MAJEURE**

The Town shall not be liable to the M.D. for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purpose of Ws Agreement "Force Majeure" means any cause not within the control of the Town including, without limitations interruption of telecommunications, gas, electric of other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, orders of acts of military authorities, civil disturbances and explosions.

Where the Town is prevented from carrying out its obligations hereunder due to Force Majeure, the Town shall, as soon as possible, give notice of the occurrence of such Force Majeure, to the M.D. and the Town shall thereupon be excused from the performance of such obligations for the period of time directly attributed to the effect of the Force Majeure.

6.2 **WAIVER**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed of constructed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party herein. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights herein.

6.3 **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

6.4 **AMENDMENTS**

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto, but not otherwise.

6.5 **FURTHER ASSURANCES**

The parties hereto and each of them so hereby covenant and agree to do such things and execute such Ruther documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent. This shall include, but not be limited to, full negotiations by all parties to this Agreement on any issues regarding change.

6.6 **NOTICES**

Any notice required or permitted to be given or delivered herein by the parties shall be in writing and shall be deemed to have been properly given if either delivered to or sent by registering mail addressed to the party at the following addresses:

(a) The Town, being:

Town of Vauxhall
223 - 5@' Street N.
Vauxhall Alberta
TOK2KO

Attention:

(b) The M.D., being:

Municipal District of Taber
4900 B - 50 Street
Taber, AB
TIG IT2

Attention:

Or such other address that the parties may notify the other party of, in writing. Any notice so given or delivered shall be deemed to have been received on the date which it was delivered and any notice sent by registered mail shall be deemed to have been received four (4) days after making-, provided however that if there is any interruption in normal Post Office delivery by reason of strike, lockout or labor declaration of work-to-rule such notice shall be delivered as aforesaid.

6.7 **HEADINGS**

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.

6.8 **SINGULAR, PLURAL AND GENDER**

Whenever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and au covenants herein shall be construed to be joint and several when applicable to more than one party.

6.9 **ASSIGNMENT**

This Agreement shall not be assignable by either party or any other person, firm or corporation without prior written consent of the other party.

6.10 **ENDURF,MENT**

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6.11 **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereby submit to the jurisdiction of the Courts on the Province of Alberta-

6.12 **SURVIVAL**

The parties acknowledge and agree that the provisions of this Agreement, which, by their context are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnesseth by the hand or hands of its proper signing officers duly authorized in that behalf as of the day and year fu-st above written.

PER:

PER:

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