



**TOWN OF SMOKY LAKE
IN THE PROVINCE OF ALBERTA
BYLAW NO. 001-2021**

A BYLAW OF THE MUNICIPALITY OF THE TOWN OF SMOKY LAKE IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE TO ENTER INTO A **JOINT OPERATION AGREEMENT** FOR THE PROVISION OF **FIRE PROTECTION SERVICES WITH SMOKY LAKE COUNTY.**

WHEREAS, pursuant to the provisions of Section 54 of the *Municipal Government Act*, R.S.A. 2000 c. M-26 a Municipality may provide any service or thing that it provides in all or part of the Municipality in another municipal authority with the agreement of the other municipal authority; and

AND WHEREAS, the Council of Smoky Lake County has determined it in the best interests as a municipal corporation to establish a joint undertaking to cooperatively provide fire protection services for fire suppression and emergency services in both the Town of Smoky Lake and the Smoky Lake County, and

AND WHEREAS, the Council of the Town of Smoky Lake and the Smoky Lake County have a longstanding fruitful, relationship and since 1981 have operated under a mutual aid agreement by which the County and Town already respond jointly to calls for fire and emergency services; and

AND WHEREAS, the Council of Town of Smoky Lake wishes to enter into an Joint Operation Agreement with the Smoky Lake County to provide services and personnel for Fire Protection Services to maintain a viable fire service within the Smoky Lake County, and to provide for efficient operation of such a fire service, all pursuant to the laws of the Province of Alberta, and operate such undertaking as per "**Schedule A**" attached to this Bylaw.

NOW THEREFORE, the Council of the Town of Smoky Lake duly assembled, in consideration of the mutual covenants contained herein, agrees to a **Joint Operation for Fire Protection Services**, as jointly executed, by the municipalities of the Town of Smoky Lake and Smoky Lake County.

REPEAL

That Bylaw No. 001-18, known as the "*Fire Bylaw*" and is hereby repealed.


EFFECTIVE DATE

This Bylaw shall come into force and effect on the final date of passing thereof.

READ A FIRST TIME IN COUNCIL THIS 1st DAY OF JUNE, 2021

READ A SECOND TIME THIS 1st DAY OF JUNE, 2021

READ A THIRD TIME AND FINAL TIME WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS 1st DAY OF JUNE, 2021


Hank Holowaychuk
Mayor


Adam Kozakiewicz
Chief Administrative Officer

Schedule "A"

Joint Operation Agreement for Fire Protection Services

BETWEEN:

SMOKY LAKE COUNTY - Bylaw 1392-21
a Municipal Corporation, in the Province of Alberta
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
(Hereinafter referred to as "County")

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE - Bylaw 001-21
a Municipal Corporation, in the Province of Alberta
Box 460
56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0
(Hereinafter referred to as the "Town")

OF THE SECOND PART

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

AND WHEREAS, both parties have a need for Emergency Fire Suppression and Rescue Service, year-round, twenty-four (24) hours per day, seven (7) days per week within the boundaries of Smoky Lake County; and

NOW THEREFORE, in consideration of the mutual provisions and covenants contained hereunder in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. DEFINITIONS

The following terms are defined as follows in the Agreement:

- 1.1 "County" means the municipality of Smoky Lake County.
- 1.2 "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.



- 1.3 **“Fire Department”** means the one operating Fire Department located in the Town of Smoky Lake at the Fire Hall legal property: 246 – West Railway Drive.
- 1.4 **“Fire Protection”** means all aspects of Fire safety, including but not limited to, Fire prevention, Firefighting or suppression, pre-Fire planning, Fire inspection, Fire investigation, public education and information, training or other staff development, advising, and responding to a request for Fire Protection (including legitimate emergencies and False Alarms).
- 1.5 **“Fire Suppression”** includes, but is not limited to, emergency rescue services where in the opinion of the Town such services are applicable.
- 1.6 **“Party”** means the County or the Town.
- 1.7 **“Town”** means the municipality of the Town of Smoky Lake.

2. TERM

This agreement shall be effective upon execution by both Parties, and shall continue to be effective until it is mutually terminated by the Parties. In addition, a Party may unilaterally terminate this agreement by providing written notice to the other Party. Such unilateral termination shall become effective one-year after written notice has been provided to the other party. Renewal of the **Joint Operation Agreement for Fire Protection Services** will be Two (2) Years from the date of execution.

3. ENTITY STATUS

This agreement is a joint cooperative undertaking.

4. PURPOSE

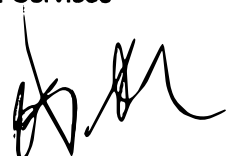
The purpose of this agreement is to establish a joint undertaking to cooperatively provide fire protection services for fire suppression and emergency response in both Municipalities.

5. CAPITAL ASSETS

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

5.1 Smoky Lake County

- 5.1.1 Unit 414A: 2008 Keystone Sprinter Command Post Trailer
- 5.1.2 Unit 421: 2010 Polaris Ranger 800 6x6
- 5.1.3 Unit 424: Command Post Trailer
- 5.1.4 Unit 445: 1997 Ford F700 Rapid Attack Unit
- 5.1.5 Unit 470: 2002 Ford F550 Rapid Attack Unit
- 5.1.6 2006 Jordair: Air – Kat6 Compressor and Jordair Fill Station



5.2 **Town of Smoky Lake**

5.2.1 No Units.

5.3 **Smoky Lake County and Town of Smoky Lake**

5.3.1 Unit 405: 1997 Freightliner Fire Truck –
County: Sixty (60%) Percent and Town: Forty (40%) Percent

5.3.2 Unit 407: 2001 Ford 550 Rescue Truck -
County: Ninety (90%) Percent and Town: Ten (10%) Percent

5.3.3 Jaws of Life: 2010 -
County: Fifty (50%) Percent and Town: Fifty (50%) Percent

5.3.4 Unit 458: 2001 Dodge Ram 1500 4x4 Truck -
County: Sixty (60%) Percent and Town: Forty (40%) Percent

5.3.5 Unit 459: 2014 Freightliner 4x4 Fire Truck -
County: Sixty (60%) Percent and Town: Forty (40%) Percent

5.3.6 Unit 488: 2008 Ford E-550 Firefighter Rehab Unit
County: Fifty (50%) Percent and Town: Fifty (50%) Percent

5.3.7 150 Foot Allweld Tower, Tower Shack and Fence located at:
NW-16-59-17-W4 or 17361 – Twp 593
County: Fifty (50%) Percent and Town: Fifty (50%) Percent

5.4 **Radio Assets**

5.4.1 **Station at the Smoky Lake Fire Hall**

Alberta First Responders Radio Communication System - Handheld Radios			
Alias	Model	AFRRCS ID Code	Serial Number
SL Chief	APX 900	90248-0200	837CUT4536
SL Deputy	APX 900	90248-0201	837CUT4584
SL Captain 1	APX 900	90248-0202	837CUT4557
SL Captain 2	APX 900	90248-0203	837CUT4560
SL Captain 3	APX 900	90248-0204	837CUT4543
SL FF 1	APX 900	90248-0205	837CUT4556
SL FF 2	APX 900	90248-0206	837CUT4535
SL FF 3	APX 900	90248-0207	837CUT4533
SL FF 4	APX 900	90248-0208	837CUT4539
SL FF 5	APX 900	90248-0209	837CUT4565
SL FF 6	APX 900	90248-0210	837CUT4544
SL FF 7	APX 900	90248-0211	837CUT4564
SL FF 8	APX 900	90248-0212	837CUT4561
SL FF 9	APX 900	90248-0213	837CUT4551
SL FF 10	APX 900	90248-0214	837CUT4552
SL FF 11	APX 900	09248-0215	837CUT4563
SL FF 12	APX 900	09248-0216	837CUT4550
SL FF 13	APX 900	09248-0217	837CUT4546
*Town DEM	APX 900	90248-0225	837CVD0451
*Town Disaster 1	APX 900	90248-0226	837CVD0450

Note 1: Town DEM, Town Disaster 1 is stationed at Town of Smoky Lake main office.

Note 2: * Radios are owned by the Town of Smoky Lake

AFRRCS Mobile Radios			
Alias	Model	AFRRCS ID Code	Serial Number
Engine 459	APX 1500	90248-0218	466CUT0714
Rescue 407	APX 1500	90248-0219	466CUT0708
Engine 405	APX 1500	90248-0220	466CUT0690
Command 458	APX 1500	90248-0221	466CUT0707
*Town EOC	APX 1500	90248-0224	466CUT0705

Note 1: Town EOC is stationed at Town of Smoky Lake main office.

Note 2: * Radios are owned by the Town of Smoky Lake.

Very High Frequency (VHF) Smoky Lake Fire Department Handheld Radios		
Stationed	Model	Serial Number
Fire Hall	XPR 7550	871TT7X520
Fire Hall	XPR 7550	871TSW0954

Very High Frequency (VHF) Town of Smoky Public Works Handheld Radios		
Stationed	Model	Serial Number
Fire Hall	XPR 7550	871TPH3940
Fire Hall	XPR 7550	871TPH3974
Fire Hall	XPR 7550	871TPH3961
Fire Hall	XPR 7550	871TPH4011
Fire Hall	XPR 7550	871TPH3967
Fire Hall	XPR 7550	871TPH3939

Note: VHF Radio for Fire Department are cost shared Sixty (60%) County and Forty (40%) Town

Note: VHF Radio for Public Works are One Hundred (100%) owned by the Town of Smoky Lake

5.4.2 Stationed at Smoky Lake County

AFRRCS Handheld Radios			
Alias	Model	AFRRCS ID Code	Serial Number
Regional Chief	APX 900	90248-0001	837CUT4530
Regional Deputy	APX 900	90248-0002	837CUT4531
Peace Officer	APX 900	90248-0003	837CUT4534
County DEM	APX 900	90248-0006	837CUT4524
SLC Disaster 1	APX 900	90248-0007	837CUT4548
SLC Disaster 2	APX 900	90248-0008	837CVD0449

AFRRCS Mobile Radios			
Alias	Model	AFRRCS ID Code	Serial Number
Regional Chief	APX 1500	90248-0004	466CUT0711
Regional Deputy	APX 1500	90248-0012	466CUT0695
Peace Officer	APX 1500	90248-0005	466CUT0713
Command Post	APX 1500	90248-0010	466CUT0722
Rap Attack 445	APX 1500	90248-0222	466CUT0710
Rap Attack 470	APX 1500	90248-0223	466CUT0720
County Med 488	APX 1500	90248-0227	466CUT0719
County EOC	APX 1500	90248-0011	466CUT0703

- 5.5 It is agreed that any Capital Purchases (new units) provided by Smoky Lake County and the Town of Smoky Lake will be purchased at a percentage basis of 60/40: County at Sixty (60%) Percent and Town at Forty (40%) Percent; and will be located at the premises owned by the Town of Smoky Lake.
- 5.6 County and Town agree that the newest truck will be the First Response Truck.
- 5.7 County and Town agree that sale proceeds from any jointly purchased truck/equipment sold will be reimbursed as per 5.3 or 5.4 above, as circumstances warrant.
- 5.8 Any Capital Purchases (value over \$5,000.00) shall be purchased in accordance to the Fire Department Standard Operating Guidelines.

6. OPERATIONAL COST SHARING ALLOCATION

The basis for deriving the sharing of costs at the date of this Agreement is related to the following:

- 6.1 **Supplies, Training and Meetings:**
All Supplies, Training and Meetings will be cost shared between the County at Sixty (60%) Percent and the Town at Forty (40%) Percent.
- 6.2 **Motor Vehicle Collision**
 - 6.2.1 The County will be responsible to invoice and collect all revenue from the motor vehicle collisions outside the Town boundaries.
 - 6.2.2 The County will be responsible for invoicing motor vehicle collisions in the Town and the Town will collect all revenue.

6.3 **Vehicle and Equipment Maintenance:**

6.3.1 All Maintenance and Labour costs on Equipment used to perform the services under this agreement: minor and moderate repairs/parts, lubricants, and major repairs (pump tests, air compressor, air quality tests) will be apportioned and cost shared between the County and Town according to the percentage share of ownership as detailed in Section 5, herein.

6.4 **Phones:**

6.4.1 County is responsible for the cell phones issued to Unit 407 and Unit 459.

6.4.2 Town is responsible for the landlines and the fax line located at the Fire Hall.

6.5 **Fuel:**

The County will pay One Hundred (100%) Percent for all the fuel costs for the units used in emergency situations.

6.6 **Utilities:**

The County agrees to pay to Town \$900.00 per month towards building space and utility costs (gas, heat, power and water) for the Fire Hall operations.

6.7 **Inspections and Permits:**

6.7.1 Vehicle re-certification for all units will be paid by the County.

6.7.2 Radio Tower (17361 – Twp 593) utilities and maintenance will be cost-shared with County at Sixty (60%) Percent and Town at Forty (40%) Percent.

6.7.3 Radio Frequency Licenses will be cost-shared with County at Sixty (60%) Percent and Town at Forty (40%) Percent.

6.7.4 Fire Extinguisher Inspections in the Fire Hall and Fire Units will be paid by the Town.

6.7.5 GIS, GPS and IT Service will be paid by the County.

6.7.6 Internet at the Fire Hall will be paid by the Town.

6.8 **Advertising:**

All advertising will be cost-shared with County at Sixty (60%) Percent and Town at Forty (40%) Percent. County will initiate all advertising.

6.9 **Equipment Marking**

6.9.1 All equipment purchased jointly by the County and Town shall bear the markings Smoky Lake Fire Rescue.

6.9.2 The County will be responsible for the Inventory and Capitalization of all joint purchases annually.



6.10 Workers Compensation:

6.10.1 The County and the Town will each provide Workers Compensation to the Smoky Lake Fire Department and each respective municipality shall pay Workers Compensation premiums for to the Smoky Lake Fire Department.

6.11 Insurance:

Property Coverage:

6.11.1 Insurance premiums for all vehicles and equipment will be covered by County.

6.11.1.1 The County shall maintain at its own expense the insurance with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Town

6.11.1.2 An All Risk Property insurance policy covering the full replacement value for physical damage to specified vehicles and equipment, relevant to this Agreement. Such policy shall include the Town as a Loss Payee relating loss of or damage to all property supplied by the Town and which is in the care, custody and control of the County

6.11.2 Property Insurance for the Fire Hall will be the responsibility by the Town.

6.11.2.1 Property Content Insurance for the Fire Hall will be the responsibility of the Town; and the County will supply a list of purchases for the year. Such policy shall include the County as a Loss Payee relating loss of or damage to all property supplied by the County and which is in the care, custody and control of the Town.

6.11.2.2 Town of Smoky Lake will be the Policy Holder.

Automobile Coverage:

6.11.3 An Automobile Third Party liability insurance policy (Owner's Form) for bodily injury (including death) and property damage in an amount of not less than Five Million Dollars (5,000,000.00) inclusive limit per occurrence covering all automobiles relevant to this agreement.

Liability Coverage:

6.11.4 Comprehensive General Liability Insurance for Fire Fighters will be paid by the Town at Forty (40%) Percent and County will pay Sixty (60%) Percent of these premiums for Liability Coverage. Such policy shall name the County as an Additional Named Insured and the insurer agrees to endeavour to give the County at least (30) days written notice prior to cancellation.

6.10.4.1 Town of Smoky Lake will be the Policy Holder.



VFIS (Volunteer Firefighter Insurance) Coverage:

- 6.11.5 Fire Fighter Member Insurance will be paid as follows: County at One-third (1/3) cost, Town at one-third (1/3) cost and Fire Fighter Member at one-third (1/3) cost.
- 6.11.6 The conditions imposed by VFIS have granted preferential status to Rural Municipalities of Alberta (the County's insurer), therefore the Town of Smoky Lake would not be authorized to write this coverage. The policy would be written by the County on exactly the same basis.
 - 6.11.6.1 Smoky Lake County will be the Policy Holder.
- 6.11.7 Firefighter Member Mental Health Insurance will be provided to all members under the Volunteer Firefighter Member and Family Assistance Program (MFAP) and the cost coverage will be One Hundred (100%) by the Smoky Lake County
 - 6.11.7.1 Smoky Lake County will be the Policy Holder.

7. Fire Department

- 7.1 Level of Services: The Fire Department shall deliver an adequate level of service as established by each Party through the Standard Operations Guidelines.
- 7.2 Administration: The County will provide the Fire Department \$150.00 per month for all paperwork relating to Fire Suppression and Emergency Calls. County will withhold payment for the month if all paperwork is not completed within 10 days from the first of each month.
- 7.3 Remuneration: The County and Town will compensate the Fire Department members for Fire and Emergency Calls in accordance with the remuneration and expense rates set by each municipality, from time to time.
- 7.4 Training & Meeting: The County and Town will compensate the Fire Department Members for Informal and Formal Training and Meetings at the rate of \$20.00 per hour. The Training and Meeting rates will be paid by the Town at Forty (40%) Percent and County will pay Sixty (60%) Percent.
- 7.5 Recognition:
 - 7.5.1 Social Fund: Social Fund: County and Town will each donate to the Fire Department the amount of \$600.00 towards the event annually.
 - 7.5.2 Years of Service Recognition: On a cost-shared basis of 50/50 between the County and Town.
- 7.6 Fire Chiefs Convention: The County will pay for one fire department member to attend the annual Fire Chiefs Convention.
- 7.7 Membership Fees: The County and the Town will cost-share the Alberta Fire Chief Association membership fees for the Fire Chief and Deputy Fire Chief of the Fire Department on a Sixty (60%) Percent County and Forty (40%) Percent Town.



7.8 Safety Training: The County will provide their Safety Officer to the Fire Department and invoice the Town for Forty (40%) Percent of the cost.

7.9 Clothing: County will provide the Dress Uniforms for the Fire Chief and Deputy Fire Chief at One Hundred (100%) Percent cost and the Station Gear Uniform for the Firefighter members (one-time only) on a cost-shared basis of Fifty (50%) Percent County (50%) Town following the Regional Policy on "Active Member" as part of the Department's Uniform Incentive Program.

8. INVOICING

8.1 The Fire Department is responsible to submit all operational and administrative requirements to the County within 10 days of the event or upon request.

8.2 The Parties shall invoice on a quarterly basis for all costs incurred as per this agreement.

8.2.1 The County will provide the Town copies of all Fire Calls, Expenses, and Capital purchases on a quarterly basis.

9. HOLD HARMLESS

9.1 Indemnity by the County

The County shall indemnify and hold harmless the Town, its Councillors, directors, officers, employees, agents and representatives and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages, and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the Town or such individuals including costs as between solicitor and client) which may be brought or made against the Town or such individual or which the Town or such individual may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the County or any negligent act or omission of the County, its directors, officers, employees, agents or representatives in connection with or arising out of this Agreement or the performance of the Agreement.

9.2 Indemnity by the Town

The Town shall indemnify and hold harmless the County, its Councillors, directors, officers, employees, agents and representatives and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individuals including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individual may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or

performed by the Town or any negligent act or omission of the Town, its directors, officers, employees, agents and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

10. ASSISTANCE FOR EMERGENCIES

Additional Emergency Services

Either party may assist the other in an emergency situation upon the following conditions:

- 10.1 upon receiving request from the Chief Administrative Officer for assistance.
- 10.2 all costs will be invoiced to the requesting party.

11. AMENDMENTS

This Agreement and any of its provisions may be altered or amended when any such changes are submitted by the Parties in writing and subject to full negotiations and mutual ratification thereof, but not otherwise.

12. SEVERABILITY

If any provision of this agreement or its application is held invalid, then the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

13. APPLICABLE LAW

This agreement shall be subject to and governed with all Federal, Provincial, and Municipal laws, rules, regulations and guidelines that apply.

14. HEADINGS

The headings in the Agreement have been inserted for reference in **Schedule "B": Table of Contents** as a matter of convenience only and in no way define, limit or enlarge to scope or meaning of this Agreement or any provisions thereof.



IN WITNESS WHEREOF the parties hereto execute this Agreement and affixed their corporate seals of its proper signing officers duly authorized:

SMOKY LAKE COUNTY

DATE: _____

 Reeve
 Smoky Lake County

 Chief Administrative Officer
 Smoky Lake County

TOWN OF SMOKY LAKE

DATE: _____

 Mayor
 Town of Smoky Lake

 Chief Administrative Officer
 Town of Smoky Lake

Schedule "B"

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[Handwritten signatures]

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