

# **Intermunicipal FIRE SERVICES AGREEMENT 2022 to 2024**

**THIS AGREEMENT** signed in duplicate and effective on the 13<sup>th</sup> day of September, 2022

**BETWEEN:**

KNEEHILL COUNTY, a municipality in the  
Province of Alberta, hereinafter known as, **KNEEHILL or COUNTY**

**And**

THE TOWN OF THREE HILLS, a municipality in  
the Province of Alberta, hereinafter known as, **THREE HILLS or TOWN**

Kneehill County and the Town of Three Hills have jointly entered into an Intermunicipal Collaboration Framework Agreement (ICF);

The ICF expresses the intent, common elements, and broad parameters applicable to this agreement;

Whereas the Town operates a fire department within the Town and provides fire services to the residents of the Town and a portion of the County surrounding the Town referred to as the Three Hills Fire District #5.

And Whereas working together the municipalities will provide more cost effective fire services, supporting these principles:

- The costs to provide independent fire services would be significantly higher to both municipalities.
- Jointly we can better equip the fire department which benefits both municipalities as well as the larger region.
- Access to volunteer firefighters due to large geographical base, provides both partners greater access to firefighting resources.

And Whereas both the Town and the County recognize that there is a broader community for which both municipalities share responsibility.

- Residents of the County see themselves as being part of a larger community of the Town, and this applies to the citizens of the Town as well.
- Municipalities share the responsibility of developing and maintaining safe and viable communities.
- Joint fire services enhance the quality of life of our citizens, both urban and rural.

And Whereas the Town and County agree to apportion the cost of such services under the terms and conditions as set forth in this agreement.

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## **SECTION 1 – DEFINITIONS**

1. "County" means the municipality of Kneehill County
2. "Fire Chief" means the fire chief appointed by the Town, or Kneehill County for their own fire chief.
3. "Fire Services" means the provision of fire protection, prevention, inspection, and investigation, as well as rescue work and providing emergency care for those injured in connection with incidents such as traffic accidents.
4. "Members" means a person employed or otherwise retained primarily to provide or facilitate the provision of firefighting and fire services
5. "Town" means the municipality of the Town of Three Hills
6. "Three Hills Fire District" means the area designated by the County as shown on Schedule A, attached to this agreement

## **SECTION 2 – FIRE SERVICES GENERAL**

The Town and County shall jointly provide Fire Services in the Three Hills Fire District in accordance with the terms and conditions hereof.

## **SECTION 3 – COUNTY RESPONSIBILITIES**

1. The County will be responsible to ensure all units and equipment under their ownership are kept in proper working order and in a state of readiness.
2. The County will submit an annual report to the Town on fire services within the Three Hills Fire District.
3. As majority share owner, the County will retain title and ownership to Engine 52, Tender 55, and Squad 56 and will be responsible for the replacement of said fire apparatus. The joint purchase Engine will be named Engine 51, and the County will also retain title and ownership of that unit. For all County units this includes the responsibility of safety inspections, repairs to pumps or the trucks, and maintenance of the radios installed in the trucks.
4. The County will be responsible for their proportionate share of insurance coverage on Town owned units in the annual amount of \$1,345.00. The Town and County agree to adjust this number, should there be a change in annual insurance cost for these units of at least 20%.
5. The County will be responsible for their proportionate share of rental equipment, if necessary, coverage as per the established ownership percentage of apparatus identified in Schedule B.
6. The County will provide a safety and maintenance program in regards to County owned trucks, as per Alberta Transportation requirements, for all department Members to operate under.

7. The County shall maintain a communications tower and radio system for the betterment of emergency communications in our region.
8. The County will be the managing partner for E-911 call dispatch services, with the Town paying the amount as described in Schedule B. With this, the County is the main contact with the chosen contractor, and will be a recipient of all documentation, including run reports. The Town will also receive incident reports and run reports through their own records management system with their fire chief. The Town will pay the County their per capita portion for this service as outlined in Schedule B.
9. The County shall appoint Fire Guardians annually, in accordance with the Forest and Prairie Protection Act, to carry out provisions of that Act and the County Fire Services Bylaw within the boundaries of the County.
10. The County shall provide a system for fire permitting and have discretion on issuing a Fire Ban Level appropriate as set out in the County Fire Services Bylaw.
11. The County shall provide the Town with copies of fire services applicable bylaws, policies, and any future amendments, during the entirety of the Term of this agreement.
12. The County will reimburse the Town for the County's proportionate share of maintenance costs including safety inspections, repairs to the pumps or trucks, and maintenance of radios installed in the trucks. The proportionate share will be the same as the ownership share of each unit as depicted in this agreement.
13. The Town and the County acknowledge that the addition of apparatus, any capital or operational equipment additions or replacement, the unnecessary upgrade of equipment or components, aesthetic elements (decorative rims, decals, etc.) or administrative costs, are not considered maintenance.

#### **SECTION 4 – TOWN RESPONSIBILITIES**

1. The Town shall approve their own fire department members and incident commanders, including designations within their fire command structure.
2. The Town shall have the authority, in any circumstance deemed necessary, to call upon mutual aid resources, to respond to an emergency in the Three Hills Fire District.
3. The Town shall have the authority to decide how resources will be deployed should two occurrences happen at or near the same time in either of the municipalities, and that mutual aid for manpower and equipment will be put in motion.
4. The Town shall be responsible to ensure that the apparatus and equipment are kept in good condition, and meet NFPA standards where applicable.

5. As majority share owner, the Town will retain title and ownership to the Rescue 54, Command 50, and Engine 51 (1998 Freightliner) and will be responsible for all required safety inspections, repair of said trucks, and maintenance of the radios installed in the said trucks. The Town will also be responsible to coordinate the replacement of Rescue 54 and Command 50 vehicles.
6. The Town will be responsible for their proportionate share of insurance coverage on County owned units in the annual amount of \$575.00. The Town and County agree to adjust this number, should there be a change in annual insurance cost for these units of at least 20%.
7. The Town will be responsible for their proportionate share of rental equipment, if necessary, coverage as per the established ownership percentage of apparatus identified in Schedule B.
8. The Town agrees that the County will be the managing partner for E – 911 call dispatch services and they will pay to the County their proportionate share of the service as outlined in Schedule B.
9. The Town will assume full and complete responsibility for the manning and operation of their fire department and will ensure there is sufficient manpower, equipment, supplies and training available to provide protection to the Three Hills Fire District. The Town will ensure that all members operating vehicles have the necessary licensing to do so.
10. The Town will provide apparatus storage for all units as described in Schedule B.
11. The Town will carry life and/or accident insurance for all of their firefighter members.
12. The Town will be responsible for Worker's Compensation Board coverage for their own fire fighters and/or volunteer fire fighters. The Town may have their own set of administrative compliances with respect to Occupational Health and Safety, however all Members will comply with OHS AB Regulations.
13. The Town shall ensure that their fire department members are adequately and properly trained to and will strive to operate within the Kneehill County Standard Operating Guidelines while providing fire protection services within the rural fire protection areas of the County.
14. The Town will make use of all fire apparatus and any of the equipment, supplies and manpower that the Fire Chief or a designate deems necessary to provide fire protection to the area outlined on the Map in Schedule A.
15. The Town shall cover all costs of water.
16. Starting in 2023, the Town will invoice the County in January each year for the provision of maintenance in the previous year on shared equipment. A record of maintenance/accounting backup will accompany the invoice and the County shall be under no obligation to pay the invoice until these records are received. Should

the Town incur significant maintenance costs during the year that would unduly affect the Town's ability to meet its normal financial obligations, the Town may request reimbursement from the County on a one-off basis during the year.

17. Prior to incurring maintenance costs over \$3000, the Town will seek approval from the County CAO or their designate.
18. The Town agrees to contribute a proportionate share of costs related to CVIPs and yearly pump testing. The proportion shall be based on the ownership share outlined in Schedule B.
19. The Town will provide quarterly reports for all known incidents occurring within the County to the County's CAO or designate and provide copies to the County of all billings for incidents to which their Fire Department respond on behalf of the County.
20. The Town shall carry sufficient general liability coverage to protect their respective municipality in the event a claim is made because of any negligence on the part of their respective fire department members, or because of the operation of their fire department.
21. The Town will be responsible for setting their own level of service for medical first responses within their own municipality.

#### **SECTION 5 – FIRE SAFETY CODES**

1. The County is the managing partner of the Quality Management Plan for Fire Safety Codes for Acme, Carbon, Linden, Trochu and Kneehill County.
2. The Town of Three Hills operates under its own Quality Management Plan for Fire Safety Codes, however for incidents within the County responded to by Three Hills, the Fire Chief or designate must report as soon as reasonably possible to Kneehill County CAO or designate to ensure compliance with the Safety Codes Act for reporting fire investigations and inspections.
3. All fires requiring reporting under the Safety Codes Act of Alberta and its Regulations shall be reported in a manner outlined within the Safety Codes Act to the Office of the Fire Commissioner. Upon completion of a fire investigation, the Fire Safety Codes Officer, QMP designated, shall ensure a copy of the report submitted to the Office of the Fire Commissioner be provided to the County.
4. The Fire Safety Codes Officer shall submit all required documents to the County and Town within thirty (30) days of an incident involving the conducting and coordinating of fire investigations, required as a result of death, injury, measurable damage or loss of property.
5. The County will be responsible for investigations and reporting of all fires occurring within the rural district areas of the County to the Fire Commissioners Office.

## **SECTION 6 – FIRE CHIEFS COMMITTEE**

1. The County will coordinate the Fire Chiefs Committee (FCC) consisting of area fire chiefs and the Kneehill County Fire Chief. The FCC shall recommend to their respective municipal Councils, policy changes to the service, and/or equipment, training recommendations for the betterment of the fire service as a whole.
2. The Town will provide two members to sit as voting members on the FCC.
3. The County shall administer this committee as a collaborative-based committee. Agendas and minutes shall be available to the Town as requested.

## **SECTION 7 – MUTUAL AID AGREEMENTS**

1. The Town and County may enter into other mutual aid agreements as their municipality deems necessary.

## **SECTION 8 – DISCHARGE OF FUTURE ACTION**

1. The County and the Town hereby covenant and agree with each other that each party will at all times hereafter indemnify, defend and save harmless the other from all claims, demands, suits, actions or claims which may be made or brought against the other party as a result of either party responding to emergency incidents, or the use of or inability to use the other party's vehicles or equipment within the geographic jurisdiction of the other.
2. This agreement shall, in no event, confer a right of action for damages on any property owner of the County, the Town or any person for operation or failure to operate thereunder.
3. This agreement shall, in no event, confer a right of action for damages caused by failure of an apparatus or a pumper unit to work on arrival, or a breakdown of the said apparatus or pumper unit, or failure of any kind.

## **SECTION 9 – SETTLEMENT OF DISPUTES**


1. If there is an operational dispute, the respective municipal Fire Chiefs shall endure to settle the matter at an operational level between the two parties.
2. Should 9.1 not be possible, Chief Administrative Officers will be notified by both party Fire Chiefs and deliberate to find a solution. Barring none, the dispute resolution process outlined in the Intermunicipal Collaborative Framework shall be honored.

**SECTION 10 – TERMS OF AGREEMENT**

1. The term of this agreement shall be in effect from September 13<sup>th</sup>, 2022 to December 31, 2024.
2. Any of the parties may terminate this Agreement, or any renewal thereof at the end of any calendar year, by giving written notice to the other party prior to June 30 of that calendar year.
3. This agreement may be amended at any time through mutual written consent of the Parties.
4. A dispute arising out of one or more clauses, words or phrase will not render the whole agreement null and void.
5. A dispute arising between the Parties will not render the whole of this Agreement null and void.
6. This agreement replaces the Fire Services Agreement of March 23, 2020.

In witness whereof Kneehill County has hereunto affixed its corporate name and seal this 13<sup>th</sup> day of September 2022 and the Town of Three Hills has hereunto affixed its corporate name and seal this 24<sup>th</sup> day of November 2022.

**KNEEHILL COUNTY**

  
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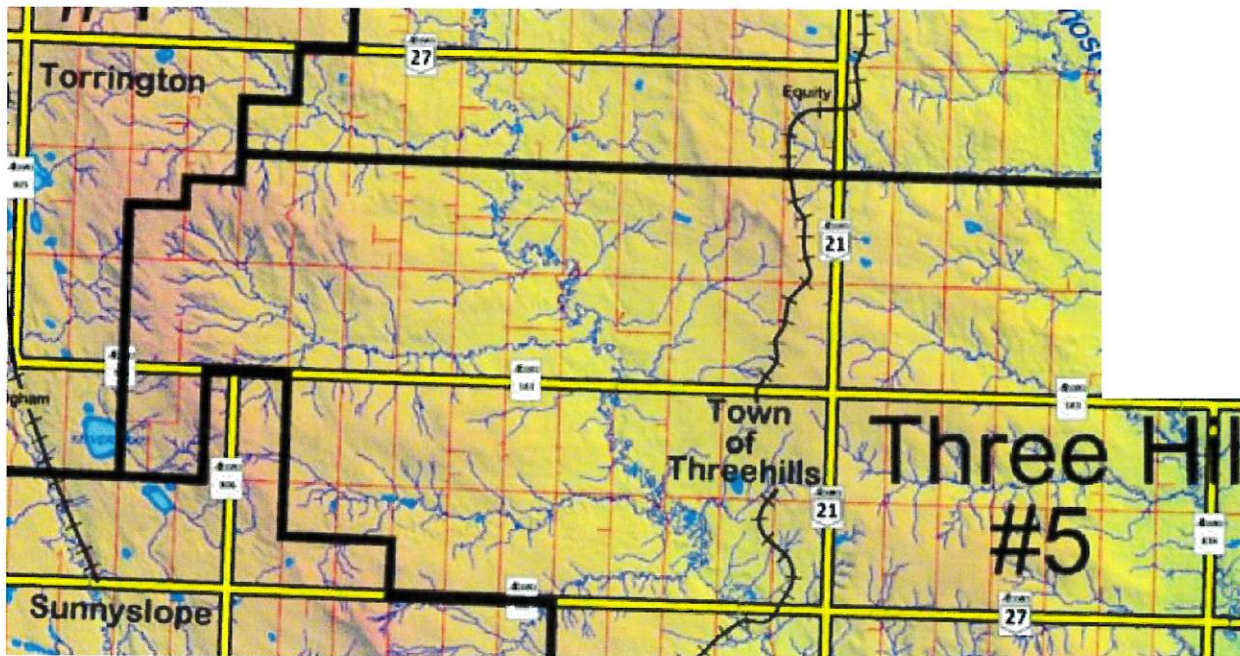
  
\_\_\_\_\_  
Chief Administrative Officer

**TOWN OF THREE HILLS**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

# Schedule A – Map of Fire District #5





# Schedule B – Cost Sharing Schedule

## Operational Funding Provided by Kneehill County

Base Funding \$52,000 annually beginning January 2020

The ownership share of each unit is depicted in the table below:

### Capital Ownership of Fire Apparatus

Capital Equipment	Year	Lifespan	KC %	Three Hills %
KC-Tender 55	2002	20 Years	100	0
KC-Engine 52	2004	20 Years	100	0
KC/TH Engine 2022	2023	20 years	70	30
TH-Command 50	2004	15 Years	0	100
TH-Rescue 54	2020	20 Years	20	80
TH-Engine 51	1998	20 Years	0	100
KC-Squad 56 (Brush)	2009	15 Years	100	0

In 2022, a shared ownership Engine will be ordered to replace both Engines 51 and 52 in 2023/2024, at the percentage above.

The Town and County will enter into a Memorandum of Understanding outlining roles and process associated with this replacement.

#### Capital Replacement:

Kneehill County and Three Hills shall budget annual contributions to their own capital replacement plan at the percentage of ownership as stated above.

#### Insurance

Each municipality will be responsible for their proportionate share of insurance premiums as per the ownership schedule above, however the municipality who owns the majority share shall be responsible for insuring said unit, with the propotional share as above.

Insurance claim submission/processing will be handled by the municipality who owns the majority share of the unit.

Insurance claim “payouts” will be paid to each municipality as per their proportionate share of units as indicated above and will be used for replacement purposes, unless otherwise agreed to by the parties.

## **Dispatch Services**

2022: \$2.74 per capita

2023: \$2.84 per capita

2024: \$2.94 per capita

## **Billable Services**

The Town will receive 100% of the revenue for provincial highway response billable services and shall be responsible to issue all invoices for provincial highway response billable services carried out by the fire department.

Each municipality may have the ability for billable fire services beyond provincial highway response under each jurisdiction's bylaws. Each municipality will be responsible for the invoicing of these services, if deemed necessary as per each jurisdiction's bylaw and will be entitled to receive that revenue.

## **Other**

Base Costs (each municipality, no compensation)

- Administration and staff
- Training and development
- Freight and postage
- Communications
- Advertising and subscriptions
- Memberships and medical registrations
- Officer development
- Firefighters remuneration
- Small equipment
- Fire prevention program

Variable Costs (each municipality, compensation other means)

- Fire Safety Codes Investigations (Quality Management Plan)
- Costs related to insurance claims
- Costs related to calls for service