

# Intermunicipal FIRE SERVICES AGREEMENT 2020 to 2024

THIS AGREEMENT signed in duplicate and effective on the 23 day of March, 2020.

## BETWEEN:

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

## And

THE VILLAGE OF ACME, a municipality in  
the Province of Alberta, hereinafter known as, **ACME or VILLAGE**

Kneehill County and the Village of Acme have jointly entered into an Intermunicipal Collaboration Framework Agreement (ICF);

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

Whereas the Village operates a fire department within the Village and provides fire services to the residents of the Village and a portion of the County surrounding the Village referred to as the Acme Fire District #2 as well as mutual aid to other municipalities.

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 rural area greater access to firefighters.

And Whereas both the Village 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 Village, and this applies to the citizens of the Village 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 Village and County agree to apportion the cost of such services under the terms and conditions as set forth in this agreement.

## **SECTION 1 – DEFINITIONS**

1. “County” means the municipality of Kneehill County
2. “Fire Chief” means the Fire Chief appointed by the Village Council, or Kneehill County Council 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. “Village” means the municipality of the Village of Acme
6. “Acme Fire District” means the area designated by the County as shown on Schedule A, attached to this agreement

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

The Village and County shall jointly provide Fire Services in the Acme Fire District in accordance with the terms and conditions hereof. The Fire District Map is included as Schedule A of this agreement.

## **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 Village on fire services according to the District Map in Schedule A.
3. As majority share owner, the County will retain title and ownership to the engine and tender, and will be responsible for the coordination of replacement of the said fire apparatus. This includes the responsibility of safety inspections, repairs to pumps or the trucks, and maintenance of the radios installed in the trucks within the maintenance terms of this agreement.
4. The County will be responsible for their proportionate share of insurance coverage of trucks that they have title for as per the established ownership percentage for each piece of apparatus identified in Schedule B.
5. 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.
6. The County will be responsible for their proportionate share of rental equipment, if necessary, coverage as per the established ownership percentage for each piece of apparatus identified in Schedule B.

7. The County shall maintain an overall communications tower and radio system for the betterment of emergency communications in our region. For clarity this will include the initial purchase or upgrade of radio units for the Engine and Tender.
8. The County will be the managing partner for E-911 call dispatch services, with the Village 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 Village will also receive incident reports and run reports through their own records management system with their fire chief. The Village 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 Village 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 Village for the County's proportionate share of maintenance costs. The proportionate share will be the same as the ownership share of each unit as depicted in this agreement.
13. The County will contribute its share of maintenance costs. The Village 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.
14. In five to seven years the County, at their cost, will replace the Brush truck and have 100% ownership of that unit. At that time, maintenance of the Brush Truck will occur according to the standard ownership based maintenance provisions of this agreement.

#### **SECTION 4 – VILLAGE RESPONSIBILITIES**

1. The Village shall approve their own fire department members and incident commanders, including designations within their fire command structure.
2. The Village shall have the authority, in any circumstance deemed necessary, to call upon mutual aid resources, to respond to an emergency in the Acme Fire District.
3. The Village 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 Village 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 Village will retain title and ownership to the Squad/Command Truck and Bush Truck and will be responsible for all required safety inspections, repair of said trucks, and maintenance of the radios installed in the said trucks. The Village will also be responsible to coordinate the replacement of the Squad/Command truck.
6. The Village will be responsible for their proportionate share of insurance coverage as per the established ownership percentage for each piece of apparatus identified in Schedule B.
7. The Village will be responsible for their proportionate share of rental equipment, if necessary, coverage as per the established ownership percentage for each piece of apparatus identified in Schedule B.
8. The Village 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 Village 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 district. The Village will ensure that all members operating vehicles have the necessary licensing to do so.
10. The Village will carry life and/or accident insurance for all of their firefighter members.
11. The Village will be responsible for Worker's Compensation Board coverage for their own fire fighters and/or volunteer fire fighters. The Village may have their own set of administrative compliances with respect to Occupational Health and Safety, however all Members will comply with OHS AB Regulations.
12. The Village 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. The County will consult the Village regarding rural levels of service within the District.
13. The Village 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.
14. The Village will be responsible for fuel used in the provision of fire services.

15. The Village will maintain the engine, tender, and any other fire apparatus assigned to their municipality in a reasonable condition.
16. The Village will invoice the County quarterly for the provision of maintenance in the previous quarter. 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 Village incur significant maintenance costs during the year that would unduly affect the Village's ability to meet its normal financial obligations, the Village may request reimbursement from the County on a one-off basis during the year.
17. Prior to incurring maintenance costs over \$3000.00, the Village will consult with the County CAO or their designate.
18. The Village 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 Village 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 Village shall carry sufficient general liability coverage to protect their respective municipality in the event a claim is made as a result of any negligence on the part of their respective fire department members, or as a result of the operation of their fire department.
21. The Village 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 and as such, will submit the annual audit to the appropriate authorities. For any occupancy load certificates, or fire investigations within each jurisdiction, that jurisdiction shall be responsible for payment to the contracted fire safety codes officer.
2. 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.

3. The Fire Safety Codes Officer shall submit all required documents to the County and Village 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.
4. 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 Village 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 Village as requested.

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

1. The Village and County may enter into other mutual aid agreements as their municipality deems necessary.
2. The Village has and may enter into Mutual Aid agreements with other municipalities

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

1. The County and the Village 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 Village 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 ensure 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 January 1, 2020 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.


In witness whereof Kneehill County has hereunto affixed its corporate name and seal this 14<sup>th</sup> day of April 2020 and the Village of Acme has hereunto affixed its corporate name and seal this 23<sup>rd</sup> day of MARCH 2020.


**KNEEHILL COUNTY**

  
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Reeve, Jerry Wittstock

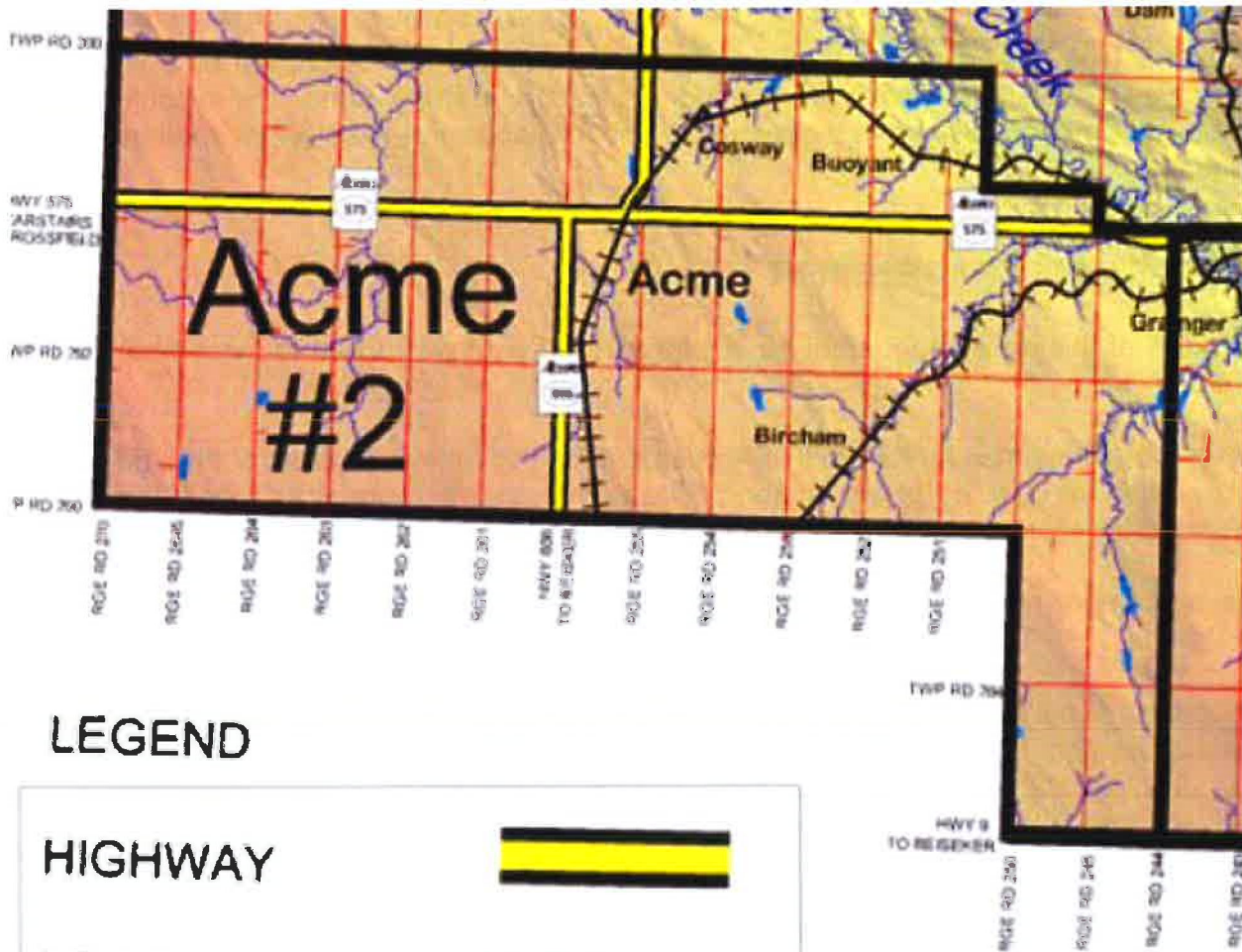
  
\_\_\_\_\_  
CAO, Mike Haugen

**VILLAGE OF ACME**

  
\_\_\_\_\_  
Mayor, Bruce Mcleod

  
\_\_\_\_\_  
CAO, Gary Sawatzky

# Schedule A – Map of Fire District #2



## LEGEND

HIGHWAY	
LOCAL ROADS	
RAILWAY	



# Schedule B – Cost Sharing Schedule

## Operational Funding Provided by Kneehill County

Base Funding: \$42,840 annually beginning in 2020 with a 2% increment each year beginning January 2021.

## Capital Ownership and Replacement Cost on Fire Apparatus

Capital Equipment	Year	Life	Replacement Value	COUNTY %	ACME %	KC \$ Annual	ACME \$ Annual
KC-Tender 25	2005	20 Years	475,000	100	0	23,750	0
KC-Engine 21	2020	20 Years	525,000	70	30	18,375	7875
Acme-Squad 24	1997	20 Years	150,000	0	100	0	7,500
Acme-Brush 27	2011	15 Years	100,000	0	100	0	6667

**NOTE:** To justify the ownership of each unit going forward, the following consideration will take place effective January 1, 2020:

The Village of Acme will purchase 30%-of Engine 21 (new in 2020) for \$157,500.00, payable to the County in increments of \$15,750.00 per yer for a period of 10 years.

## Insurance

Each municipality will be responsible for their proportionate share of insurance premiums as per the ownership/title schedule above. The municipality that owns the majority share of a unit shall be responsible for insuring said unit.

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

2020: \$2.56 per capita  
 2021: \$2.65 per capita  
 2022: \$2.74 per capita  
 2023: \$2.84 per capita  
 2024: \$2.94 per capita

## Billable Services

The Village 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 better
- 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