

FIRE SERVICES AGREEMENT

BETWEEN

The County of St. Paul No. 19

A Municipal Corporation in the Province of Alberta
Hereinafter Called "The County"

OF THE FIRST PART

AND

The Town of Elk Point

A Municipal Corporation in the Province of Alberta
Hereinafter Called "The Town"

OF THE SECOND PART

WHEREAS, the County is desirous of using the services of the Volunteer Fire Department of the Town of Elk Point, in the event of a fire which would warrant assistance being given by the Town when requested by residents of the County;

AND WHEREAS, the Councils of "the Town" and "the County" have caused this joint agreement to be formed, to provide fire protection for persons and property within the Town of Elk Point and Divisions 1 and 2 of the County of St. Paul No. 19, and other areas which may be agreed upon by the said municipal authorities;

AND WHEREAS, the Parties hereto have agreed upon the way revenues and costs are to be derived, levied and borne, and upon the joint management and operation of the said equipment within the area, and with other municipal authorities between which a formal agreement has been endorsed by the authorities concerned;

NOW THEREFORE, the Parties mentioned above hereby agree as follows:

I. DEFINITIONS

1. "Chief" shall be the Chief of the Elk Point Volunteer Fire Department.
2. "Department" shall be the Elk Point Volunteer Fire Department.

II. COMMITTEE

1. The Operation and Management of the Fire Services Agreement shall be vested solely and absolutely in the Town of Elk Point Fire Protection Committee which shall be known as the "Committee" and shall be appointed in a manner hereinafter set out, and shall be continuing body, notwithstanding changes in personnel from time to time, throughout the term of this agreement. When the respective Councils appoint the Committee members, they will be authorized to spend those dollars approved in the budget. The respective Councils shall authorize any expenditure over and above the approved budget.
2. Committee members will include:
 - Two (2) Town Council Members appointed by the Town
 - Two (2) County Council Members appointed by the County
 - Two (2) CAO's, one (1) from the County and one (1) from the Town without Without voting rights
 - Two (2) Elk Point Fire Fighters Members without voting rights
 - One (1) County Fire Guardian without voting rights
3. The Committee, following its appointment, shall elect a Chairman from the appointed members.
4. The Committee, following its appointment, and periodically thereafter at intervals determined by the Committee, shall elect a Vice-Chairman.
5. The Committee, at any meeting at which all members of the Committee are present, may decide to hold regular meetings of the Committee and the resolution shall state the day, hour and place of every regular meeting and no notice of such meeting is necessary.

6. The Chairman may call special meetings of the Committee whenever he considers it expedient to do so, and he shall do so when requested by a majority of the Committee.
7. Notice of special meetings stating the time and place at which it is to be held, and stating the nature of business to be transacted, shall be given to each Committee member;
 - a) by delivering notice to the Committee members or an adult person at place of business or residence not less than 24 hours prior to the meeting.
 - b) The Chairman may call a special meeting of the Committee on shorter notice, either written or oral, than the afore stated, but the special meeting may not be held unless the notice states the time and place at which the meeting is to be held and the general nature of the business to be conducted, and majority of the Committee members given consent to the holding of the meeting.
8. The Fire Chief or designate will attend Committee meetings to report on operations of the Elk Point Volunteer Fire Department.
9. Financial Statements of the Department will be presented by the Town CAO.

III. FINANCE

1. Administration
 - a) The County shall pay the Town an administration fee of \$ 500.00 per month.
 - b) The Town will submit to the County, on or before the last day of February each year, a statement of all revenues and expenditures for the preceding year.
2. Revenues
 - a) Each year, on or before the 1st day of December, the Committee shall prepare a budget setting out estimates of revenues and expenditures for the operation and replacement of fire equipment within the area, and present same to the municipal authorities for consideration and approval.

- b) The following Units which the fire department responds with on Provincial Highway calls within the Fire District shall be charged to the Province on an hourly basis according to the Alberta Transportation Fee Schedule.
 - i) County Pumper Truck
 - ii) County Tank Truck
 - iii) Town Pumper Truck
 - iv) Rescue Unit
 - v) Rapid Attack

The Town Administration will be responsible for collecting any fees from the Provincial Government for calls relating to highways.

From the fees charged out for the Rescue Unit on Provincial Highways call \$400.00 per call shall be reinvested in a Reserve Fund for capital replacement.

- c) The extra fees collected over the firemen wages from the County Pumper Truck, Rapid Attack Truck and Tank Truck shall be paid to the County of St. Paul, less a \$200.00 administration fee.
- d) The Town and County fire calls will be charged a \$ 300.00 per call out plus \$ 1.00/km for use of the Rescue Van.

These fees charged out for the Rescue Van shall be invested in a Reserve Fund and the proceeds from the sale of the existing unit will be used to purchase a replacement unit(s).

- e) A flat fee of \$ 200.00 will charged out for the Jaws of Life used at a call out. The \$ 200.00 charged out for the Jaws of Life shall be invested at year end in a Reserve Fund for future replacement.
- f) The fees collected from the County's pumper truck, tank truck and rescue van, shall be prorated between the fire vehicles responding to a call, to reimburse the members of the Elk Point Volunteer Fire Department, a minimum of two (2) hours per call out. For responding to a highway call, reimbursement of a minimum of two (2) hours per call out at a rate of \$ 20.00 per hour. There shall be no compensation for the loss of wages. This hourly rate will be subject to a review once every three years.

3. Cost Sharing

- a) The County will pay fifty percent (75%) of the Town of Elk Point Fire Department annual general operating expenses to the Town which will include among others, but not exclusive to:
 - housing of the fire equipment and related utilities
 - supply and maintain the necessary communications system
 - costs associated with staff training
- b) The Town is to provide Workers Compensation, Public Liability and Group Insurance under the Town Policy for the firemen.
- c) The County and the Town will share all the other capital costs for the acquisition of equipment required to effectively carry out the mutual firefighting agreement on a 50/50 cost share basis, under the following conditions:
 - (i) the proposed capital expenditures are submitted to the respective Council and approved by them prior to the equipment being purchased
- d) The County will enroll the Elk Point Fire Department members in its EFAP (Employee Family Assistance Program) on a 50/50 cost share basis with the Town

IV. FIRE EQUIPMENT

1. The County will supply its own firefighting units and related equipment and will properly license, insure and maintain the same.
2. The Town will supply its own firefighting units and related equipment and will properly license, insure and maintain the same.

V. OPERATION AND MANAGEMENT OF FIRE EQUIPMENT

1. The operation and management of the fire trucks and equipment shall be vested solely and completely in the Fire Chief, or in his absence, the Deputy Fire Chief, or in the absence of these officers, a member of the Fire Department, appointed by the Fire Chief, with the necessary training and qualifications to act in this capacity, and he will ensure that any person in charge of operating the fire trucks has a qualifying and valid driver's license and the necessary training.

2. That at rural fire calls where conditions necessitate a stand-by crew to prevent the reoccurrence of fire, after the initial blaze has been brought under control, that members from the rural area will undertake the stand-by duties.
3. That records of all fire calls and fire losses will be kept by the Fire Chief, or a member of the Fire Department appointed by the Fire Chief. A copy of these records shall be forwarded to the Town.
4. It is understood and agreed that in the event of simultaneous fires, one pumper truck will respond to the rural fire and one pumper truck will respond to the urban fire.
5. The Fire Department will provide an updated S.O.P. (Standard Operating Procedure) which will include a plan should the Department be unable to respond to a Fire Call.

VI. OWNERSHIP OF EQUIPMENT

1. The County pumper truck, rapid attack truck, tank truck and equipment for the control of rural fires shall remain the sole property of the County.
2. The Town pumper truck and equipment for the control of urban fires shall remain the sole property of the Town.
3. The rescue van and equipment shall remain joint property of the Town, County and Elk Point Firefighters Association.
4. The equipment purchased by the Town for connecting to fire hydrants and for use within the Town only, shall remain the sole property of the Town.

VII. RESPONSE AREA

1. The Town of Elk Point Volunteer Fire Department will answer calls to the County in Fire Districts 1 and 2 as well as to those who have signed a Mutual Aid Agreement.

VIII. TERMS OF AGREEMENT

1. This agreement shall remain in full force from the effective date until terminated by either party, provided that the party wishing to terminate this agreement shall give to the other party one (1) year notice in writing of its intention to terminate.
2. If either party wishes to amend the agreement it may do so by providing thirty (30) days written notice to the other party and both parties agree to the amendment.
3. In the event of a disagreement arising between the Parties regarding the compliance or non-compliance thereof, such disagreement shall be referred to Joint Council. The decision of the Joint Council shall be final and binding on the Parties hereto.

Dated this _____ day of _____, 20 _____

TOWN OF ELK POINT

PER _____
Mayor

PER _____
Town CAO

COUNTY OF ST. PAUL NO. 19

PER _____
Reeve

PER _____
County CAO