

SECTION: PROTECTIVE SERVICES	SUBJECT: COUNTY OWNED FIRE FIGHTING AGREEMENT
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Original Resolution No.: 00-03-43
 Revision Resolution No.: 03-12-53
 Revision Resolution No.: 11-05-27

Volunteer Fire Fighting Agreement

It is the policy of the County of Warner No. 5 that a joint fire fighting and rescue agreement be established between the County and the Volunteer Fire Departments, to ensure the property owners and residents of the County receive adequate and reasonable fire protection and rescue services.

Terms of the Agreement

This Fire Fighting and Rescue Service Agreement is entered into this ____ day of _____ 20 ____ between the

County of Warner No. 5

and the

 (insert Wrentham Volunteer Fire Department or Masinasin Fire Department)

GENERAL

1. General conditions of this Fire Fighting and Rescue Agreement are as follows:
 - (a) **Rural and Hamlet** - The County and the Volunteer Fire Department agree that all municipally owned fire pumpers and other emergency equipment is to be used for fighting both rural and urban fires as well as responding to other emergency and rescue situations.
 - (b) **Insurance for Firemen** - County Volunteer Firemen shall have insurance coverage, known as the Volunteer Fire Brigade & Ambulance Accident Policy, to a maximum of a Class 1A with Heart and Circulatory Malfunction, and Infectious Diseases & Aids, Permanent Disfigurement from Burns & Visual Impairment. The County will cover the entire cost of this insurance as outlined in Schedule A of this agreement. A copy of this policy is attached as Appendix "A".

TOWN AND VILLAGE RESPONSIBILITIES

2. The Volunteer Fire Department responsibilities include the following:
- (a) **Pumper Operators** - The Volunteer Fire Department personnel shall operate the County fire pumper and other equipment.
 - (b) **Annual Statement of Activity** - The Volunteer Fire Department shall submit an annual statement of activity for the period of November 1st through October 31st and it shall be submitted to the County Office before December 10th of each year. This statement shall include the pumper and man hours used in fighting rural fires and also the man hours used to answer rural rescue and first aid calls. Registered ambulance associations will not submit a statement to the county for rural rescue and first aid calls.
 - (c) **Equipment Funding Allocation** - Funds received by the Volunteer Fire Departments from the County for the County fire pumper hours are to be used for the purchase of new and replacement fire fighting equipment. An accounting of these revenues and expenditures shall be submitted to the County Office by December 10th of each year, on the Pumper Hours Statement forms provided, and shall cover the period of November 1st through October 31st. Monies received from the County for the use of other fire fighting and emergency equipment are to be used for maintenance of these units and shall be accountable to the County if requested.
 - (d) **Pumper Service** - The County will service the County fire pumper as required in accordance with the "Owner's Manual" and will use reasonable care and attention in the operation of the pumper. Whenever, any major repairs are required to the County pumper, the Volunteer Fire Department Fire Chief will notify the County Office immediately of such requirements, and the necessary work will be completed or coordinated immediately through the County Public Works Department.
 - (e) **Response** - The Volunteer Fire Department shall respond to all Hamlet and rural fires or rescue situations when the need arises or are called upon to do so. If the Volunteer Fire Departments are unable to respond, it is their responsibility to make arrangements to have another fire department respond to the fire or emergency situation.

COUNTY OF WARNER RESPONSIBILITIES

3. The County of Warner's responsibilities include the following:
- (a) **Facility** - The County will provide a heated garage for the County fire pumper and other equipment and be responsible for all operational costs for the building. All renovations, additions, major repairs require prior approval from the County.
 - (b) **Fuel and Oil Operating Costs** - The County will pay all gas, oil and oil filters costs required for the County fire pumper and other emergency equipment. After returning from a rural fire or a fire practise, Fire Department officials will top up all responding fire fighting equipment gas tanks associated with the rural fire and forward, if applicable, the invoice to the County of Warner. Fuel costs associated with responding to emergencies on provincial highways where the province reimburses the Volunteer Fire Departments are not reimbursable by the County.
 - (c) **Telephone** - The County will supply a telephone system located within the Volunteer Fire Hall and pay all related charges.
 - (d) **Man Hour Charge** - The County agrees to pay the sum shown in Schedule A, Section 3(d) per man hour to Volunteer Fire Department for fighting Hamlet and rural fires, and also responding to first aid and rescue calls in the Hamlet and rural areas. Registered Ambulance Associations shall not be compensated for responding to first aid and rescue calls from the County.
 - (e) **Advance** - The County agrees to advance the sum shown in Schedule A, Section 3(e) to the Volunteer Fire Department. This advance is to be paid on or before March 1st of each year this agreement is in effect. Upon receipt of an itemized statement of activity from each Fire Department, the County agrees to pay each Fire Department any amount exceeding the sum shown in Schedule A, Section 3(e). However, should the total amount of the itemized statement of activity be less than the sum shown in Schedule A, Section 3(e) the County agrees that the sum shown in Schedule A, Section 3(e) would be the minimum payment and would not reduce any payment in the following years.
 - (f) **Hourly Rates** - The County agrees to forward funds to the Volunteer Fire Department from the rates shown in Schedule A, Section 3(f) for the County fire pumper unit and other emergency equipment used in fighting a rural fire and providing rescue and first aid services. An accounting for only the County Fire Pumper hourly revenues and the equipment purchased from this fund is to be submitted to the County Office by December 10th each year and shall cover the period of November 1st through October 31st.
 - (g) **Fire Training Allowance** - The County agrees to provide an annual training allowance in the amount outlined in Schedule A, Section 3(g) to the Volunteer Fire Department. An accounting for the fire training revenue and expenditures is to be submitted to the County Office by December 10th each year and shall cover the period of November 1st through October 31st.
 - (h) **Foam** - The County agrees to provide two (2) pails of practise foam to the Volunteer Fire Department per year, which is to be replaced by the Fire Department as used.

Regular fire fighting foam will be supplied by the County to the Volunteer Fire Department on an as need basis.

- (i) **Radio Frequency** - The County agrees to assume the initial cost of obtaining a common radio frequency for the Volunteer Fire Department operations.
- (j) **Additional Funding** - The County agrees to pay to the Fire Department an amount as outlined in Schedule A, Section 3 (j) for other equipment and operating costs associated with a fire department.

COST OF SERVICES

- 4. Fire and rescue operations have costs associated with supplying the services and reasonable attempts must be made to recover all or a portion of the costs, according to County policies and bylaws, as follows:
 - (a) **Accidental Fires** - Generally, no charge will be made to any County of Warner property owner for fighting fires of an accidental nature, excluding oil and gas well fires. However, the County may use their discretion in billing the affected land owner for fire fighting costs.
 - (b) **Neighbouring Jurisdictions** - If a County pumper or other equipment is called to a neighbouring jurisdiction, other than the Towns of Milk River and Raymond, and the Villages of Coutts, Warner and Stirling, the Volunteer Fire Department is to supply a signed statement notifying the County Office of the number of equipment and man hours spent. The County will bill the receiving jurisdiction for any costs and services provided.
 - (c) **Rescue and First Aid Services** - The County will receive annually from the Volunteer Fire Department, notification for the number of man hours used for rural rescue and first aid services, excluding traffic accidents. If the receiving party is not a County property owner or does not live within the boundaries of the County of Warner, the Volunteer Fire Department will supply the name and address of the individual and their insurance company to the County Office immediately. The County will, if appropriate, invoice the receiving party for the rescue and/or first aid services.
 - (d) **Controlled Burnings** - The County Office will be responsible to invoice any County property owner who starts a controlled burning and fails to give the Volunteer Fire Department prior notification. Invoicing shall apply only if costs to control the fire are incurred and in accordance with other policies and bylaws of the County of Warner No. 5.
 - (e) **Standby Charges** - Property owners, individuals and outside parties such as film crews, C.P.R., etc. may request the Volunteer Fire Department to provide services on a contingency basis. The Volunteer Fire Department is granted permission to charge those requesting these services, standby charges as shown in Schedule A, Section 4(e). The Volunteer Fire Department will invoice all standby charges and retain all

monies collected for department use, but shall record the monies received on their annual pumper hours statement.

- (f) **Traffic Accidents** - Costs incurred by the Volunteer Fire Department in responding to traffic accidents in the Hamlet or rural areas of the County are to be invoiced and administered by the County of Warner’s Administration Office. The invoice shall be sent to the insurance company of the party involved.
- (g) Monies received from insurance companies for traffic accidents, in regards to fire pumper and man hour services, are to be deducted from the annual pumper hour statement of activity sent to the County Office.

REVIEW OF AGREEMENT

5. Review and Amendments

- (a) This agreement is subject to review from time to time and can be amended by mutual consent of all parties.

This agreement is signed and sealed this _____ day of _____, 20 ____.

TERMINATION

- 6. Both parties to this agreement shall give written notice of one (1) year prior to withdrawing from the agreement.

Volunteer Fire Dept. (if required)

Reeve

Administrator
County of Warner No. 5

COUNTY OF WARNER NO. 5

PUMPER HOUR STATEMENT FOR
VOLUNTEER FIRE DEPARTMENTS

For the Period of _____, 20__ to _____ 20__

BALANCE FORWARD FROM PREVIOUS STATEMENT: (1) _____

ADD: Revenue Details

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL REVENUE (2)

DEDUCT: Expenditure Details

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL EXPENDITURES (3)

Current Balance as at _____, 20__ (1+2-3)

COUNTY OF WARNER NO. 5

FIRE TRAINING STATEMENT FOR
VOLUNTEER FIRE DEPARTMENTS

For the Period of _____, 20__ to _____ 20__

BALANCE FORWARD FROM PREVIOUS STATEMENT: (1) _____

ADD: Revenue Details

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL REVENUE _____ (2)

DEDUCT: Expenditure Details

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL EXPENDITURES _____ (3)

Current Balance as at _____, 20__ (1+2-3) _____

SCHEDULE A

- 1(b) 100 % of the premium cost of the first or base unit.
 100 % of the premium cost for the additional units such as the water and rescue unit trucks.
 100 % of the premium cost of the Heart & Circulatory Malfunction and Infectious Diseases & Aids, Permanent Disfigurement from Burns & Visual Impairment.

- 3(d) \$20.00 (rate per man hour)

- 3(e) \$3,000.00 (advance)

- 3(f) \$30.00 per hour for the County pumper attending the rural fire
 \$50.00 per hour for the town pumper, water trucks, and rescue trucks attending the rural fire.
 \$20.00 per man hour

- 3(g) \$1,000 per year (training)

- 3(j) \$1,500 per year (additional funding)

- 4(e) Fire Engine/Pumper \$150 per hour
 Rescue Van \$150 per hour
 Water Truck \$150 per hour
 Man Hour Charge \$ 20 per hour
 Mileage \$ 2 per mile (one way) for all necessary equipment.