A G E N D A: County Council Meeting to be held for the Purpose of the Fire Protective Services Committee

on

Tuesday, December 8, 2020 at 9:00 o'clock A.M. Virtual Through Zoom Platform

https://us02web.zoom.us/j/84780321364?pwd=eFpUbk5MeUloYkEzSnk0dIhoejkxUT09

1. Meeting:

- 1.1 Call to Order.
- 1.2 Election of Fire Protective Services Committee Chairperson.
- 1.3 Election of Fire Protective Services Committee Vice-Chairperson.

2. Agenda:

Acceptance of Agenda: as presented or subject to additions or deletions

3. Minutes:

3.1 Adopt minutes of October 14, 2020 – Fire Protective Services Committee Meeting. ©

Recommendation: Motion to Adopt.

3.2 Fire Protective Services Committee October 14, 2020 - Action List. ©

Recommendation: File for Information.

4. Request for Decision:

- 4.1 Volunteer Firefighter and Family Member Assistance Program (MFAP). ©
- 4.2 Policy Statement No. 02-06-03: Years of Service Program for Volunteer Firefighters. ©
- 4.3 Policy Statement No. M 01-44-01: District Fire Chief Job Description. ©
- 4.4 Bylaw No. 1388-20: Joint Operations Agreement Fire Protection Services with Village of Waskatenau. ©
- 4.5 Bylaw No. 1389-20: Joint Operations Agreement Fire Protection Services with Village of Vilna. ©

5. Issues for Information:

5.1 Manager Report. ©

6. Correspondence:

6.1

7. Delegation(s):

7.1

8. Executive Session:

8.1

9. Date and time of Next Meeting(s):

Adjournment



Minutes of the Fire Protective Services Committee Meeting held on Wednesday, October 14, 2020 at 11:44 AM. held virtually online through Electronic Communication Technology: Zoom Meeting and physically in Council Chambers.

The meeting was called to Order by Chairperson, Craig Lukinuk in the presence of the following persons:

presence of the foil	owing persons.	
		ATTENDANCE
Div. No.	Councillor(s)	Wednesday, Oct. 14, 2020
1	Dan Gawalko	Present in Chambers
2	Johnny Cherniwchan	Present in Chambers
3	Craig Lukinuk	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Randy Orichowski	Present in Chambers
CAO	Gene Sobolewski	Present in Chambers
Assistant CAO	Lydia Cielin	Present in Chambers
Finance Manager	Brenda Adamson	Virtually Present
Fire Chief	Scott Franchuk	Present in Chambers
Fire Protect. Srvc. Asst.	Spencer Kotylak	Present in Chambers
Legislative Svcs/R.S.	Patti Priest	Virtually Present
******	********	******
Nat. Gas Manager	Daniel Moric	Virtually Present
Media	Smoky Lake Signal	Virtually Present
Media	Redwater Review	Absent
Public	One	Virtually Present
Wask. Fire Chief	Casey Caron	Present in Chambers

2. Agenda:

1216-20: Cherniwchan

That the Fire Protective Services Committee Meeting Agenda for Wednesday, October 14, 2020, be adopted, as presented.

Carried Unanimously.

3. Minutes:

1217-20: Halisky

That the Minutes of the Smoky Lake County Fire Protective Services Committee Meeting held on Tuesday, August 18, 2020, be adopted as presented.

Carried.

1218-20: Gawalko

That the Action List from the Smoky Lake County Fire Protective Services Committee Meeting held on Tuesday, August 18, 2020, be filed for information.

Carried.

4. Request for Decision:

Waskatenau Fire Hall Addition

1219-20: Orichowski

That Smoky Lake County agree to cost share the Waskatenau Fire Hall Addition for the Rapid Attack Unit 462 Shelter on the basis of a 50/50 funding formula with the County's portion in the total amount not to exceed \$15,000.00, excluding GST; and, approve for the Village of Waskatenau to contract Vantage Builders Ltd. to build the said shelter as per their quote dated June 17, 2020, in the total amount of \$28,885.00 plus GST.

Carried.

Farm Credit Canada (FCC) AgriSpirit Fund

1220-20: Halisky

That Smoky Lake County acknowledge receipt of the email received from Community Investment Team, Farm Credit Canada, dated on August 21, 2020, announcing the March 30, 2020 grant application submission for the Waskatenau Fire Hall addition to the Farm Credit Canada (FCC) AgriSpirit Fund in the amount of \$25,000.00 was unsuccessful.

Carried.

Smoky Lake County Emergency Services Levels of Service - Water Rescue

1221-20: Halisky

That Smoky Lake County Council agree in principal to support Smoky Lake County Emergency Services' proposed Level of Service increase, to include Water Rescue, and defer further discussion on the matter to the Smoky Lake Region Fire and Rescue Committee Meeting.

Carried.

Smoky Lake County Emergency Services Levels of Service - Ice Rescue

1222-20: Cherniwchan

That Smoky Lake County Council agree in principal to support Smoky Lake County Emergency Services' proposed Level of Service increase, to include Ice Rescue, and defer further discussion on the matter to the Smoky Lake Region Fire and Rescue Committee Meeting.

Carried.

5. Issues for Information:

Regional Fire and Rescue Meeting

1223-20: Halisky

That Smoky Lake County rescheduled the Regional Fire and Rescue Committee Meeting scheduled for Thursday, October 15, 2020 at 1:00 p.m. to November 12, 2020 at 1:00 p.m., to be held Virtually and/or in the County Council Chambers.

Carried.

Joint Operation Bylaw & Budget Review

1224-20: Gawalko

That Smoky Lake County offer the following meeting dates, starting at 9:00 a.m. of:

Thursday, November 5, 2020, Friday, November 6, 2020, Tuesday, November 10, 2020, Wednesday, November 18, 2020 and Thursday, November 19, 2020,

to schedule Joint Council Meetings to review the Joint Operation Agreement for the provision of Fire Protection Services Bylaws, and Operating Budget & Capital Budgets, with each respective municipality: Village of Vilna, Village of Waskatenau, and Town of Smoky Lake.

Carried.

Fire Chief's Report

1225-20: Halisky

That the Smoky Lake County Fire Chief's Report prepared by Fire Chief: Scott Franchuk, dated October 1, 2020, be accepted as presented and filed for information.

Carried.

Executive Session:

Jack Pine Wildfire - Township Road 590A and Range Road 161

1226-20: Gawalko

That Smoky Lake County go into Executive Session to discuss a Legal and Personnel Issue: in respect to the Jack Pine Wildfire at Township Road 590A and Range Road 161, under the authority of FOIP Act: Section 27: Privileged Information and Section 24: Advice from Officials, time 12:43 p.m.

Carried.

1227-20: Orichowski

That the Smoky Lake County go out of Executive Session, time 12:52

p.m.

Carried.

Jack Pine Wildfire - Township Road 590A and Range Road 161

1228-20: Cherniwchan

That Smoky Lake County Council acknowledge receipt of the report prepared by the Fire Chief titled: "Jack Pine Wildfire at Township Road 590A and Range Road 161" in regard to the October 6, 2020 to October 12, 2020 wildfire.

Carried.

6. Correspondence:

Alberta Agriculture and Forestry

1229-20: Halisky

That Smoky Lake County Council acknowledge receipt of the correspondence from Mike Tucker, Wildfire Prevention Officer, Alberta Agriculture and Forestry: Government of Alberta. Email dated September 17, 2020 in regard to a recap of the 18th Annual Fall Fire Agency Meeting and current state of the Wildfire Management Branch.

Carried.

7. Delegation:

No Delegation.

8. Executive Session:

No Executive Session.

Next Meeting

1230-20: Gawalko

The next Smoky Lake County Fire Protective Services Committee Meeting be scheduled for Tuesday, December 8, 2020 at 9:00 a.m. to be held Virtually and/or in the County Council Chambers.

Carried.

ADJOURNMENT:

1231-20: Lukinuk

That the Smoky Lake County Fire Protective Services Committee Meeting of October 14, 2020, be adjourned, time 12:56 p.m.

Carried.

CHAIRMAN

SEAL

CHIEF ADMINISTRATIVE OFFICER

ACTION LIST:

October 14, 2020 Fire Protective Services Committee Meeting

MOTION NO.	RESOLUTION	DEPARTMENT	ACTION STRATEGIC PLAN GOAL GOAL
1219-20	That Smoky Lake County agree to cost share the Waskatenau Fire Hall Addition for the Rapid Attack Unit 462 Shelter on the basis of a 50/50 funding formula with the County's portion in the total amount not to exceed \$15,000.00, excluding GST; and, approve for the Village of Waskatenau to contract Vantage Builders Ltd. to build the said shelter as per their quote dated June 17, 2020, in the total amount of \$28,885.00 plus GST.	Finance	Legislative Services emailed the Village of Waskatenau's CAO and cc'd the Waskatenau Fire Chief a copy of the motion #1219-20, on Oct.14,20. The County's 50% funding will be released upon receipt of an invoice from the Village of Waskatenau. Municipal File: 02-51
1220-20	That Smoky Lake County acknowledge receipt of the email received from Community Investment Team, Farm Credit Canada, dated on August 21, 2020, announcing the March 30, 2020 grant application submission for the Waskatenau Fire Hall addition to the Farm Credit Canada (FCC) AgriSpirit Fund in the amount of \$25,000.00 was unsuccessful.	Assistant CAO	Correspondence retained for historical reference and documentation purposes. Tracking grant for project applications. Municipal File: 19-123
1221-20	That Smoky Lake County Council agree in principal to support Smoky Lake County Emergency Services' proposed Level of Service increase, to include Water Rescue, and defer further discussion on the matter to the Smoky Lake Region Fire and Rescue Committee Meeting.	Fire Chief	Policy Statement 02-03 Fire Department Levels of Service will be presented at the Smoky Lake Region Fire and Rescue Committee Meeting scheduled for November 12, 2020 to review levels of services which will include Water Rescue.
1222-20	That Smoky Lake County Council agree in principal to support Smoky Lake County Emergency Services' proposed Level of Service increase, to include Ice Rescue, and defer further discussion on the matter to the Smoky Lake Region Fire and Rescue Committee Meeting.	Fire Chief	Policy Statement 02-03 Fire Department Levels of Service will be presented at the Smoky Lake Region Fire and Rescue Committee Meeting scheduled for November 12, 2020 to review levels of services which will include Ice Rescue.



ACTION LIST:

October 14, 2020 Fire Protective Services Committee Meeting



MOTION NO.	RESOLUTION	DEPARTMENT	ACTION STRATEGIC PLIAN GOAL GOAL
1224-20	That Smoky Lake County offer the following meeting dates, starting at 9:00 a.m. of: Thursday, November 5, 2020, Friday, November 10, 2020, Tuesday, November 18, 2020 and Thursday, November 18, 2020 and Thursday, November 19, 2020, Wednesday, November 19, 2020, to schedule Joint Council Meetings to review the Joint Operation Agreement for the provision of Fire Protection Services Bylaws, and Operating Budget & Capital Budgets, with each respective municipality: Village of Vilna, Village of Waskatenau, and Town of Smoky Lake.	Legislative Services	Fron: Sent: Caclober 15, 2020 1238 PM Caclober 15, 2020 1238 PM To: CAO Smith Letter, CAO Vinta, CAO Westerman Caclobers 15, 2020 1238 PM To: CAO Smith Letter, CAO Vinta, CAO Westerman Caclobers 15, 2020 1238 PM Gene Scholevst 1, 405 Performed Parkin (Innance@smokydake.ca); Benda Adamson, Social Levinin (Innance@smokydake.ca); Benda Adamson, Social Franchink; Spencer Kotylak Fire Joint Operation Bylaw & Budget Review Good afternoon, We are requesting a meeting with each respective municipality to review the Fire Joint Operation Bylaw & Budget Review. The following dates are open starting at 9:00 a.m. The following dates are open starting at 9:00 a.m. Fledsy, November 6, Fiddsy, November 19. Fiddsy, November 19. Please advise which date works best on your end, as soon as possible.
1228-20	That Smoky Lake County Council acknowledge receipt of the report prepared by the Fire Chief titled: "Jack Pine Wildfire at Township Road 590A and Range Road 161" in regard to the October 6, 2020 to October 12, 2020 wildfire.	Assistant CAO	For compiling all expenditures relating to the "Jack Pine" Wildfire to track if Smoky Lake County qualifies for the Municipal Wildfire Assistance Program Grant. Further updates will be incorporated into future Fire Chief manager reports. Municipal File:2-46
1229-20	That Smoky Lake County Council acknowledge receipt of the correspondence from Mike Tucker, Wildfire Prevention Officer, Alberta Agriculture and Forestry: Government of Alberta. Email dated September 17, 2020 in regard to a recap of the 18th Annual Fall Fire Agency Meeting and current state of the Wildfire Management Branch.	Assistant CAO	Correspondence retained for historical reference and documentation purposes. Municipal File: 2-20



REQUEST FOR DECISION

DATE

December 8, 2020

4.1

TOPIC

Volunteer Firefighter Member and Family Assistance Program (MFAP)

PROPOSAL

Background

- Smoky Lake County through Rural Municipalities of Alberta (RMA) offers "On Duty" and "24 Hour Coverage" insurance to the volunteer firefighters throughout the region.
- The members sign up for the insurance and type which coverage they want.
 The costs are shared 1/3: Smoky Lake County, Town or Village and the member.
- Smoky Lake Fire Department has 16 members signed up for the VFIS insurance.
- Vilna Fire Department has 14 members signed up for the VFIS insurance.
- Waskatenau Fire Department decided as a group to not access the VFIS insurance.
- At March 9, 2018 Smoky Lake Region Fire and Rescue Committee Meeting John Hackwell and Darcy Hale – Risk Management Advisors from RMA presented on the Regions VFIS coverage and new initiatives to be implemented soon for the volunteer fire department members.
- The Volunteer Firefighter and Family Assistance Program is now available to the fire departments.
- Smoky Lake County Fire Chief contact RMA insurance for information on the new coverage and will be bringing the information for discussion to the Smoky Lake Region Fire and Rescue Committee Meeting on March 11, 2020.
- At the March 11, 2020 Smoky Lake Region Fire and Rescue Committee Meeting the Volunteer Firefighter Member and Family Assistance Program information was presented and the following motion was passed:

"That the Smoky Lake Region Fire and Rescue Committee recommend each respective Council approve adding the Member and Family Assistance Program (MFAP) to the Smoky Lake Region Fire Department's Volunteer Firemen's Insurance Service (VFIS) coverage through RMA Insurance; and approve the cost share funding formula for the said program to be 1/3 (one-third) each: between Smoky Lake County, the Respective Municipality, and the Fire Department Member."

Village of Waskatenau Motion #75-2020

Mayor Casey Caron moves the Village of Waskatenau take no action for the Volunteer Firefighter Member and Family Assistance Program (MFAP).

Smoky Lake County - Apr.15'20 - Motion #658-20

That the Smoky Lake County incorporate the Volunteer Firefighter and Family Assistance Program (MFAP) for the Fire Departments under the VFIS coverage at a cost share of 1/3 to Smoky Lake County, 1/3 Village or Town and 1/3 Fire Department member.

Town of Smoky Lake - Apr.20'20 - Motion # 202-2020

MOVED by Mayor Holowaychuk that Town of Smoky Lake approve adding the Member and Family Assistance Program (MFAP) to the Smoky Lake Region Fire Department's Volunteer Firemen's Insurance Service (VFIS) coverage through RMA Insurance; and approve the cost share funding formula for the said program to be 1/3

(one-third) each: between Town of Smoky Lake, Smoky Lake County and the Fire Department Member; in the amount of \$2.00 per member, per month.

Village of Vilna - May 14'20 - Motion # 097-20

Moved by Deputy Mayor Romanko that the Village of Vilna take no action for the Volunteer Firefighter Members and Family Assistance Program.

Proposal:

- Smoky Lake County is the managing partner for the VFIS insurance and has all 3 departments on a single policy therefore it does not allow 1 or 2 departments to add coverage, it requires all 3 departments.
- All members are already covered with VFIS insurance when responding calls. This insurance is what the County and each municipality 50/50 cost.
- With mental health becoming more and more prevalent in first responders, Smoky Lake County could add the Volunteer Firefighter and Family Assistance Program to the policy and cost share the \$24/member 50/50 with each respective municipality.

Cost Breakdown:

Fire Chief

Smoky Lake Fire Department: $$2 \times 12 \text{ months } \times 24 \text{ members} = $572/2 = $288/\text{municipality}$ Waskatenau Fire Department: $$2 \times 12 \text{ months } \times 10 \text{ members} = $240/2 = $120/\text{municipality}$ Vilna Fire Department: $$2 \times 12 \text{ months } \times 22 \text{ members} = $528/2 = $264/\text{municipality}$

 At the November 12, 2020 Smoky Lake Region Fire and Rescue Committee Meeting the Volunteer Firefighter and Family Member Assistance Program was discussed and the following motion was passed:

Motion # 10-20: "That the Smoky Lake Region Fire and Rescue Committee recommend Smoky Lake County Council approve adding the Volunteer Firefighter Member and Family Assistance Program (MFAP) coverage as the managing partner for the Volunteer Firemen's Insurance Service (VFIS), through RMA Insurance; and approve the cost for the said program to be paid by the County in the amount of \$2.00 per member, per month for an approximate total cost of \$1,340.00 per year.

CORRELATION TO BUSINESS (STRATEGIC) PLAN				
LEGISLATIVE, B	YLAW a	and/or		
POLICY IMPLÍC				
BENEFITS	- Provides mental health support for firefighters and their family members			
	-	Cost effective		
DISADVANTAG	ES	n/a		
ALTERNATIVES		n/a		
	THE ENGLISHED			
FINANCE/BUDG	GET IMP	LICATIONS		
Operating Costs	:		Capital Costs:	
Operating Costs Budget Availabl	_		Capital Costs: Source of Funds:	
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Budget Available Budgeted Costs: INTERGOVERNI INVOLVEMENT COMMUNICATI RECOMMENDA That the Smoky Le	e: MENTAI /IMPLIC ON STR TION ake Cour	CATIONS RATEGY Inty approve to	Source of Funds:	



REQUEST FOR DECISION

DATE

December 8, 2020

4.2

TOPIC

Policy Statement No. 02-06-03: Years of Service Award Program for Volunteer Firefighters

PROPOSAL

Background:

- Historically Smoky Lake County has recognized "Paid-On-Call" (POC)
 Volunteer firefighters for their years of service to the municipality's Fire Department through a "Years of Service Award Program".
- On October 26, 2006 Smoky Lake County had approved a "Years of Service Award Program for Volunteer Fire Fighters Policy No. 02-06-01" which was amended with updates shortly after on December 11, 2006 to "Policy No 02-06-02".
- Thus being said, Vilna Fire Department has notified Smoky Lake County Fire Services that there was a recognition procedure prior to 2006 and that the policy / procedure has not been followed since the year 2004.
- Due to position changes in the fire department and changes in administration, no years of service recognition has been presented since the year 2004 as per records provided by the Vilna Fire Department.
- Smoky Lake County will recognize all firefighters eligible for each individual years of service award absent from 2004 – 2019 under the current "Policy No 02-06-02".
- As one of RFRC's priorities is Firefighter Recruitment, Smoky Lake County Fire Services sees an opportunity to use this recognition program as a strong recruitment and retention tool.
- On February 20, 2020 Smoky Lake County Deputy Fire Chief reached out to surrounding fire services to research how other municipalities are recognizing their (POC) volunteer firefighters.
- Answers were received form Sturgeon County, Lac La Biche County, and County of Two Hills (Verbal).
- After receiving these answers, Smoky Lake County Fire Service compiled the
 information and made draft updates to the Years of Service policy which
 would best suit the region. These updates are intended to strengthen
 retention of our (POC) volunteer firefighters, entice new members to join,
 and overall better recognize the members for their time, effort and
 dedication to the communities.
- Furthermore, there are current members of the Fire Departments which have exceeded the years of service in which the policy identifies, the updates extend the years of service awards from 30 service years to 50 service years.
- At the March 11, 2020 Smoky Lake Region Fire and Rescue Committee
 Meeting the policy was discussed and the following motion was passed

Motion 20-20: "That the Smoky Lake Region Fire and Rescue Committee defer Policy Statement No. 02-06-03: Years of Service Award Program for Volunteer Firefighters, to each respective municipality for their feedback prior to the next scheduled Smoky Lake Region Fire and Rescue Committee meeting."

Village of Waskatenau - Motion #74-2020

Councillor Richard Warren moves the Village of Waskatenau approves the "draft" Smoky Lake Region Fire and Rescue Committee policy Titled: Regional

Years of Service Award Program for Volunteer Fire Fighters in concept and will cost share the program 50/50% between the Village of Waskatenau and Smoky Lake County.

Smoky Lake County - Apr.15'20 - Motion #659-20

That Smoky Lake County Council agree to support the concept of the draft Policy Statement No. 02-06-03: Years of Service Award Program for Volunteer Firefighters; and, recommend the Smoky Lake Region Fire and Rescue Committee incorporate a definition for an "Active Member"; and, agree to the cost-sharing formula of 50/50 between each respective municipality and the County; and, acknowledge all qualifying members who served between the Years: 2004-2019 through the County's Policy Statement No. 02-06-02.

Town of Smoky Lake - May 5'20 - Motion #259-2020:

MOVED by Councillor Morton that Town of Smoky Lake agree to support the concept of the Smoky Lake Region Fire and Rescue Committee's draft Policy Statement No. 02-06-03: Years of Service Award Program for Volunteer Firefighters; and recommend the Smoky Lake Region Fire and Rescue Committee incorporate a definition for an "Active Member"; and, agree to the cost-sharing formula of 50/50 between the Town of Smoky Lake and the County; and, acknowledge all qualifying members who served between the Years: 2004-2019 through the County's Policy Statement No. 02-06-02.

Village of Vilna - May 14'20 - Motion # 098-20:

Moved by Mayor Chapdelaine that the Village of Vilna support in principle the proposal to sponsor awards to the Volunteer Firefighters for their years of service.

 At the July 24, 2020 Smoky Lake Region Fire and Rescue Committee Meeting the definition of "Active Member" was incorporated into the policy and following motion was passed:

Motion 40-20: "That the Smoky Lake Region Fire and Rescue Committee DEFER the Policy, as prepared by Smoky Lake County, described as Policy Statement No. 02-06-03: Years of Service Award Program for Volunteer Firefighters, to allow time for further review by each respective Council."

Waskatenau August 20, 2020 Motion: 193-2020:

Moved by Councillor Richard Warren to accept the Smoky Lake Region Fire & Rescue Committee Policy Titled: Regional Years of Service Award Program For Volunteer Fire Fighters.

Town of Smoky Lake Sept. 1, 2020, Motion 587-2020:

MOVED by Councillor Kotylak that Town of Smoky Lake approve Policy 2-06: "Regional Years of Service Award Program for Volunteer Firefighters" for the purpose to give recognition for years of service by volunteer members of the municipality's Fire Departments for the dedication and commitment to the Smoky Lake County, Town of Smoky Lake, Village of Vilna and, Village of Waskatenau; and Administration forward the motion to Smoky Lake County.

Smoky Lake County

Policy Statement No. 02-06-03: Years of Service Award Program for Volunteer Firefighters will be brought forward to the future meeting for Council to consider adopting.

Village of Vilna Res. #098-20: Moved by Mayor Chapdelaine that the Village of Vilna support in principle the proposal to sponsor awards to the Volunteer Firefighters for their years of service. Village of Vilna August 6, 2020 Res. # 158-20 Moved Deputy Mayor Romanko that the Village of Vilna agree to the proposed amendments to the Regional Volunteer Firefighters Years of Service Awards Policy and confirm that the Village will participate in the program. Proposal: At the November 12, 2020 Smoky Lake Region Fire and Rescue Committee Meeting Policy Statement No. No. 02-06-03: Years of Service Award Program for Volunteer Firefighters was discussed, and the following motion was passed: Motion 08-20: "That the Smoky Lake Region Fire and Rescue Committee recommend each respective municipality adopt the Policy, as prepared and amended by Smoky Lake County, described as Policy Statement No. 02-06-03: Years of Service Award Program for Volunteer Firefighters. This policy will provide consistent standard for all fire departments when recognizing members for years of service. The policy will also work as a recruitment and retention tool to strengthen the regions fire service. **CORRELATION TO BUSINESS (STRATEGIC) PLAN** LEGISLATIVE, BYLAW and/or **POLICY IMPLICATIONS BENEFITS** Recruitment and Retention Tool Firefighter Recognition DISADVANTAGES **ALTERNATIVES** Host an appreciation dinner FINANCE/BUDGET IMPLICATIONS **Operating Costs: Capital Costs: Budget Available:** Source of Funds: **Budgeted Costs: Unbudgeted Costs:** Next Step: Review with each Regional Fire Chiefs to determine total amounts rquired.

RECOMMENDATION

INTERGOVERNMENTAL

INVOLVEMENT/IMPLICATIONS
COMMUNICATION STRATEGY

That Smoky Lake County Council amend Policy Statement No: 02-06-03 Years of Service Award Program for Volunteer Firefighters

Fire Chief





Title:Regional Years of Service Award
Program For Volunteer Fire FightersPolicy No.: 06-03Section:02Code: P-SPage No.: 1 of 3

Legislation Reference: Alberta Provincial Statutes

Purpose: To give recognition for years of service by Volunteer members of the municipality's Fire Departments for the dedication and commitment to the Smoky Lake County, Town of Smoky Lake, Village of Vilna and, Village of Waskatenau.

Policy Statement and Guidelines:

1. STATEMENT:

- 1.1 The Smoky Lake Region Fire and Rescue Committee is committed to recruiting and retaining talented and motivated individuals, who possess a high level of integrity and have a desire to serve their community to save lives and property.
- 1.2 Firefighters are dedicated individuals that serve as part-time "Paid-On-Call" (POC) volunteer members who play a key role in the delivery of fire and emergency services to the Smoky Lake Region Fire and Rescue through three assigned Fire Departments located in the Town of Smoky Lake, Village of Vilna and the Village of Waskatenau.
- 1.3 POC Firefighters respond to fires, rescues, medical aid, hazardous materials, and a host of other calls to aid the public.

2. OBJECTIVE:

- 2.1 The Smoky Lake Region Fire and Rescue Committee wishes to acknowledge the contribution made towards the municipality by "Paid On Call" (POC) Volunteer members of the municipality's Fire Department by establishing a "Regional Years of Service Award Program".
- 2.2 To facilitate a standardized process for each respective municipality to formally recognize POC Volunteer members for their consecutive years of service to the municipality's Fire Department. This policy will be an invaluable aid as a recruitment and retention tool to sustain POC Volunteer members and entice new members to join.

3. GUIDELINES:

- Years of service awards will be presented to firefighters who have completed five, ten, fifteen, twenty, twenty-five, thirty, thirty-five, forty, forty-five, and fifty consecutive years of service.
- All members that qualify for the recognition will have to be deemed an "Active Member" meaning the individual has to be in good standing with the Fire Department with attending forty percent (40%) meetings and practices and twenty five percent (25%) emergency calls or sixty percent (60%) of all non-emergent activities on an annual basis which is agreed upon by the Fire Department Chief and Smoky Lake County Fire Chief.





Title: Regional Years of Service Award
Program For Volunteer Fire Fighters

Section: 02

Code: P-S

Policy No.: 06-03

Page No.: 2 of 3

Awards presented will be in the form of a Years of Service Pin, Years of Service Award, and a Gift-card of the recipients choice or Pre-Paid Mastercard.

4. PROCEEDURE:

Recipients of the "Years of Service Award Program" shall be presented with a Years of Service Pin, Years of Service Award and entitled to a gift certificate of their choice or Pre-Paid Mastercard valued in accordance with the following years of service:

Number of Consecutive Years of Service	Gift Certificate or Pre- Paid Mastercard	Service Award	Description of Award and Cost
5 years of service	\$ 100.00 value	Acrylic Circle Plaque	\$145.00
10 years of service	\$ 200.00 value	Wood Lasered Plaque	\$52.00
15 years of service	\$ 300.00 value	Nozzieman Statue	\$95.00
20 years of service	\$ 450.00 value	Gold Firefighter Watch or Bangle	\$195,95
25 years of service	\$ 600.00 value	Back to Station Statue	\$175.00
30 years of service	\$ 750.00 value	Bugle Award	\$275.00
35 years of service	\$ 1,000.00 value	Pike pole Award	\$345.00
40 years of service	\$ 1,500.00 value	Axe Award - By Highest Rank	\$1067.50
45 years of service	\$ 2,500.00 value	Leather Presentation Helmet	\$1200.00
50 years of service	\$ 4,000.00 value	Fire Department Bell	\$650.00

- 4.2 The costs incurred for the Years of Service Award Program for Volunteer Fire Fighters will be cost shared as per each municipalities Joint Operation Agreement for Fire Protection Services Bylaw.
- The Years of Service Awards shall be presented to the individuals receiving the awards at each respective municipality's recognition function.
- Records will be kept of all Volunteer members of the municipality's Fire Departments to indicate the number of completed years of service, and *Schedule "A"* "Paid-On-Call Volunteer Fire Fighter Years of Service Roster" will be amended yearly. It is the responsibility of each respective Fire Chief to submit the record to Smoky Lake County Fire Cheif by January 31 of each year.
- Awards shall be issued only after the completion of the consecutive years of service. Awards will be presented at the discretion of each respective Fire Chief based on the member being in good standing with the department.





Title:Regional Years of Service Award
Program For Volunteer Fire FightersPolicy No.:06-03Section:02Code: P-SPage No.:3 of 3

4.6	Volunteer Firefighters which complete 10 Years of service will be eligible to keep their fire helmet and leather helmet front upon resignation or retirement from the fire department.
4.7	Each respective municipality will give special appreciation awards to members who have served 10 years or greater in an officer position. Special appreciation will be presented upon resignation or retirement from the position. Smoky Lake County Fire Chief will assist each respective municipality to give special appreciation awards. Costs incurred will be cost shared in accordance with each respective municipality's Joint operations Agreement for Fire Protection Services Bylaw.
4.8	Smoky Lake County will individually include all full-time fire service employees in the awards program by presenting <u>Years of Service Pins and Years of Service Awards</u> , to recognize the employee's consecutive years of service to the Community. No gift card or pre-paid master card in accordance with this policy will be presented to full-time fire service employees.

	Date	Resolution Number
Approved	October 26, 2006	# 31-06 - Page # 8238
Amended	December 11, 2006	# 89-06 - Page # 8255
Amended	RFRC: November 12, 2020	
	Smoky Lake County:	



REQUEST FOR DECISION

DATE

December 8, 2020

4.3

TOPIC

Policy Statement No. M 01-44-01: District Fire Chief Job Description

Background

- At the March 11, 2020 Smoky Lake Region Fire and Rescue Committee meeting the members discuss creating job descriptions on the executive for the fire departments as part of the Recruitment and Retention Strategy for Fire Departments.
- In 2008 the Alberta Fire Chiefs Association requested Volunteer Alberta to create a Recruitment and Retention Strategy for Volunteer Fire Departments at Alberta Association of Municipal Districts and Counties (AAMDC) Conference.
- 2010 AAMDC passed Recruitment and Retention Strategy for Fire
 Departments created by Volunteer Alberta. This resource was followed to
 create the policy.
- The District Fire Chief job description incorporates Policy Statement No. M
 O1-38: Firefighter with the roles and responsibilities of this executive position in the fire department.
- The District Fire Chief Job Description provides guidance, expectations and holds individuals accountable to their respective Council and to the Smoky Lake Region.
- At the July 24, 2020 Smoky Lake Region Fire and Rescue Committee meeting Policy Statement No. M 01-44-01 District Fire Chief was presented and the following motion was passed:

"That the Smoky Lake Region Fire and Rescue Committee **DEFER** the Policy, as prepared by Smoky Lake County, described as Management Policy Statement No. M01-44-01: District Fire Chief Job Description, to allow time for further review by each respective Council."

Waskatenau August 20, 2020 Motion #194-2020:

Moved by Deputy Mayor Roy Krahulec to accept the Smoky Lake Region Fire & Rescue Committee Policy Titled: District Fire Chief.

Town of Smoky October 20, 2020 Motion #752-2020:

For Administration to send the following recommendations to Smoky Lake County regarding Smoky Lake Region Fire and Rescue Committee Policy 44-01: District Fire Chief and suggest to include a definition for Part-time Volunteer "Paid-On-Call" for clarification and recommend the District Fire Chief must not reside more than 50 kilometers from the District Fire Hall to ensure quick response times for emergencies.

Smoky Lake County April 15, 2020 Motion 659-2020

That Smoky Lake County Council agree to support the concept of the draft Policy Statement No. M 01-44-01: District Fire Chief

Village of Vilna August 6, 2020:

Council did not address the policy as the Vilna Fire Department members donate their honorariums back to the Department.

Current:

- This job description is an added responsibility of duties for the member chosen from within the membership of the department.
- The Officer positions adds administrative responsibilities in addition to the Firefighter Job Description Policy Statement No. M 01-38-01.
- The definition of Part-time "Paid-On-Call" Volunteer is incorporated into
 Policy Statement No. 02-31 Firefighter Recruitment which was taken from the
 National Fire Protection Association (NFPA) definitions, all respective
 municipality's Fire Department Bylaw indicates members receive
 remuneration for the member services therefore they are paid on a call and
 not paid to be on call.
- Occupational Health and Safety (OHS) "code of Practice" references firefighters as workers that maybe employed full-time, part-time or a combination of both and firefighters are classified into 3 categories: Career (salary), Volunteer (no pay) or Paid on Call Volunteer.
- Restricted the District Fire Chief position by a pre-determined residential distance is not in the best interest for the department as it may excluded an excellent, qualified candidate for the job.
 - Pressure for the member for growth and advancement by having travel distance as a condition
 - Restricts opportunity for advancement for Officer positions
- This restriction will also affect the District Deputy Fire Chief position as the Deputy Fire Chief becomes the "Acting Fire Chief" in the absence of the District Fire Chief.
- Currently Smoky Lake Fire Department has 4 members over 50 kms away and 2 members just under 50kms away making these members ineligible for advancement.
- Currently Vilna Fire Department has 2 members over 50 kms away making these members ineligible for advancement.

Proposal

- Definition of "Paid-On-Call" incorporated into the policy: Recommendation
 the definition for POC is not required to be incorporated into this job
 description policy as this definition is defined in the Firefighter policy and the
 holder of this type of position is already a firefighter.
- **50km Restriction:** Recommendation; Not to incorporate the 50km restriction as this would limit the firefighter officer advancement.
- If an eligibility clause is required to determine a candidate for this type of position; recommendation is to have a performance measure process developed or follow the "Active Member" definition from Policy Statement No. 02-06: Years of Service Awards Program for Volunteer Firefighters.

CORRELATION	TO BU	SINESS (STRATEGIC) PLAN
LEGISLATIVE, B POLICY IMPLIC		
BENEFITS	-	Recruitment and Retention Tool Provides Structure and Accountability
DISADVANTAG	ES	n/a
ALTERNATIVES		Regionalize
FINANCE/BUDG	GET IMF	PLICATIONS
Operating Costs		Canital Costs

Budget Available:	Source of Funds:
Budgeted Costs:	Unbudgeted Costs:
INTERGOVERNMENTAL	
INVOLVEMENT/IMPLICATIONS	
COMMUNICATION STRATEGY	
RECOMMENDATION	
That Smoky Lake County Council app	rove the above recommendations outlined under proposal and forward
back to the Smoky Lake Region Fire a	nd Rescue Committee.
Fire Chief	





Title: District Fire Chief			Policy No.:	44-01
Section: 1 - M	Job Description	Code: P-A	Page No.:	1 of 3

Legislative Reference: Smoky Lake Region Fire and Rescue Committee.	
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Classification:	Part-time Volunteer "Paid-On-Call".	
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Purpose:

The District Fire Chief is responsible for directing all Part-time Volunteer "Paid-On-Call" members and ensuring the members have adequate training. The District Fire Chief is also responsible for ensuring that firefighting equipment is monitored on a regular basis and is in good working order.

The District Fire Chief is responsible for the day-to-day operations, communications, and administration of the Fire Department.

District Fire Chief shall report directly to each respective municipality's Chief Administrative Officer.

Policy Statement and Guidelines:

RESPONSIBILITIES

1. GENERAL DUTIES:

- 1.1 Although a District Fire Chief does perform firefighting, rescue, and medical response services in accordance with Policy Statement No. 1-M-38: Firefighter, he or she is primary an Administrator.
- 1.2 The District Fire Chief leads all aspects of the Fire Department and has the ability to delegate duties to Officers.
- 1.3 Organization and administration of work for the Fire Department on both the short and long term basis including budget preparation, selecting, training, motivating, and disciplining of members.
- 1.4 Assist the Smoky Lake County Fire Chief in coordinating overall training programs and setting budget for necessary supplies, equipment, and apparatus.
- 1.5 Work with the Smoky Lake Region Fire and Rescue Committee in determining long and short-range planning, including structure of the department, through design, maintenance and review of all facets of the department.
- 1.6 Management and supervision of the on-going day-to-day operations of the Fire Department to maintain a safe productive work environment.
- 1.7 Interact and coordinate with Smoky Lake County Fire Chief on the statuses of present programs and react to new developments within the areas of operations.
- 1.8 Assume responsibility for all purchase, approve invoices for payment and approve and monitor all travel and expense accounts of all personnel.
- 1.9 Coordinate development of personnel recruitment and promotional programs.

Job Description: <u>District Fire Chief</u> VOLUNTEER

Title: District Fire Chief			Policy No.:	44-01
Section: 1 - M	Job Description	Code: P-A	Page No.:	2 of 3

Policy Statement and Guidelines:

- 1.10 Oversee the activities to assure compliance with municipal and provincial legislation.
- 1.11 Ensure that Council approved policies and procedures are adhered to in the department.
- 1.12 Coordination of Emergency Plans within the region, other emergency agencies and local businesses.
- 1.13 Participate and encourage members to partake in community events as part of team building and community exposure.

2. RESPONSIBIITIES:

- 2.1 Maintain communication with Council by providing a written monthly report of the overall Fire Department performance which monitors the budget, personnel and maintenance concerns.
- 2.2 Provide in a supervisory capacity policy direction when organizing programs and goals for the department to all members.
- 2.3 Maintain an effective working relationship between the members by recognizing the uniqueness of the individuals on the Department and treat them with dignity and respect.
- 2.4 The District Fire Chief is accountable for its own actions, and those of the department members.
- 2.5 Ability to deal with time pressures of the job of high demands from Management, Council, members and require to response to calls with no delays.
- 2.6 Provides leadership and effective communication to the members and other agencies.
- 2.7 Key contact for public relations and the community liaison.

OTHER

- Perform additional duties assigned by the Smoky Lake Region Fire and Rescue Committee.
- Performs other duties as assigned by the Chief Administrative Officer.
- Assist Provincial entities and/or Contactors in Alberta Fire Codes, inspections, and investigations.

Job Description: District Fire Chief VOLUNTEER

Title: District Fire Chief		Policy No.:	44-01	
Section: 1 - M	Job Description	Code: P-A	Page No.:	3 of 3

Policy Statement and Guidelines:

KNOWLEDGE AND ABILITIES

- Certified Nation Fire Protection Association (NFPA) 1001 Preferred
- First Aid and Cardiopulmonary Resuscitation (CPR) Level C
- Incident Command System 100, 200 and 300
- WHIMS
- TDG
- Flagging
- Attended Regional and Joint Municipalities Meetings
- Active Alberta Class 5 Driver License with Q endorsement
- Provide Clean Criminal Record Check
- 3 Years Active on the Fire Department
- Strong Leadership, Communication and Management Skills
- Emergency Medical Responder (EMR) in good standing with Alberta College of Paramedics -Preferred

STAFF

- Attend all fire department meeting.
- Attend conferences and seminars approved by each respective municipality.
- Attend the Alberta Fire Chiefs Conference.

PERFORMANCE EVALUATION

In accordance with each respective municipality's procedures.

SALARY RANGE

In accordance with each respective Municipal "Fire Department" Bylaw.

	Date	
Approved	RFRC: November 12, 2020	
	Smoky Lake County:	
Amended		
Amended		Chief Administrative Officer
Amended		

Job Description: <u>District Fire Chief</u>

Amended	



REQUEST FOR DECISION

DATE

December 8, 2020

4.4

TOPIC

Bylaw 1388-20: Joint Operations Agreement – Fire Protection Services with Village of Waskatenau.

PROPOSAL

History:

- Original discussions on cost-sharing agreement developed jointly between the Town and County Council committee meeting held on May 25, 2011.
- Councils agreed to create a Joint Operations Agreement for Fire Protection Services between the Town of Smoky Lake and Smoky Lake County.
- County Council directed administration to engage in the same agreements with the Village of Waskatenau and the Village of Vilna.

Background:

Draft Agreement:

- Village and County administration met in October and November 2011 to draft an agreement to jointly cost share the Fire Department operations.
- The agreement is prepared based on the current practice on the operational cost sharing (section 6).

Changes passed at the December 6, 2012 County Council meeting:

- Page 6 section 6.10.3 Liability coverage.
- All other sections in the agreement address headings pertained to an agreement jointly executed between two parties.
- Bylaw was sent to John Hackwell, Risk Management Advisor, Jubilee Insurance Agencies on August 29, 2012 for review.
- The Bylaw from the Insurance prospective (section 6.6 insurance) has been incorporated, as suggested.

Changes passed at the May 5, 2015 Joint Council Meeting

- Section 5 removed Unit 434:1996 Chevy 3500K Rapid Attack and added Unit 462: 2008 GMC 5500 Rapid Attack.
- Section 7.3 remuneration will follow the rates set by the County.
- Section 7.4 all training was increased to \$15.00 per hour.
- Section 7.5 Recognition Christmas Party fund was changed to social fund and increased from \$500 to \$600 per year as well the years of service recognition will follow the Smoky Lake County policy.
- Section 7.9 was added to provide formal wear for each Fire Chief and station gear as an incentive program to the firefighters.
- Section 8.2.1 invoicing between the Village and County will be done quarterly.
- Section 10.1 assistance for emergencies does not have to come in a written request from the CAO.

Changes passed at the April 24, 2018 Joint Council Meeting

- Section 2 Changed the Bylaw review terms from after 2 years from the date of execution to the Bylaw will be reviewed within the 2 years of execution.
- Section 5 capital assets Unit 470, Unit 414A and 2006 Jordair SCBA compression was added as well, Unit 414 was removed.
- Section 6.6.4 all fire extinguisher inspections at the fire hall will be paid by the Village.
- Section 6.8 Advertising was added.
- Section 7.2 added a deadline of 10 days after the month for all paperwork to be submitted.
- Section 7.4 Training was split into "Formal" and Informal" Training and the wages were set \$20/hour for formal training and \$15/hour for informal training.

Proposal:

Recommend changes from the Joint Council Meetings on November 5, 2020.

Section 5:

CAPITAL ASSETS

Originally 5.2 County Equipment Stationed at Smoky Lake

5.2.1 Unit 320: 1979 GMC crew bus

	5.2.2	Unit 414A: 2008 Keystone Sprinter Command Post Trailer
	5.2.3	Unit 424: Command Post Trailer
	5.2.4	Unit 431: Rapid Attack Skid
	5.2.5	Unit 445: 1997 Ford F700 Rapid Attack Unit
	5.2.6	Unit 470: 2002 Ford F550 Rapid Attack Unit
	5.2.7	2006 Jordair: Air-Kat6 Compressor and Jordair Fill Station
Removed:	5.2.1	Unit 320: 1979 GMC crew bus
Amended:	5.2.1	Unit 414A: 2008 Keystone Sprinter Command Post Trailer
	5.2.2	Unit 421: 2010 Polaris Ranger 800 6x6
	5.2.3	Unit 424: Command Post Trailer
	5.2.4	Unit 445: 1997 Ford F700 Rapid Attack Unit
	5.2.5	Unit 470: 2002 Ford F550 Rapid Attack Unit
	5.2.6	Unit 488: 2008 Ford E-550 Firefighter Rehab Unit
	5.2.7	2006 Jordair: Air - Kat6 Compressor and Jordair Fill Station
New:	5.3 Vill a 5.3.1	age of Waskatenau 31' – 6' 14' x 14' High side Rapid Attack Unit Shelter

5.4 Radio Assets 5.4.1 Stationed at the Waskatenau Fire Hall

Alberta First Responders Radio Communication System - Handheld Radios			
Alias	Model	AFRRCS ID Code	Serial Number
Wask Chief	APX 900	90248-0100	837CUT4526
Wask Deputy	APX 900	90248-0101	837CUT4558
Wask Captain 1	APX 900	90248-0102	837CUT4532
Wask FF 1	APX 900	90248-0103	837CUT4518
Wask FF 2	APX 900	90248-0104	837CUT4554
Wask FF 3	APX 900	90248-0105	837CUT4520
Wask FF 4	APX 900	90248-0106	837CUT4525
Wask FF 5	APX 900	90248-0107	837CUT4559
Wask FF 6	APX 900	90248-0108	837CUT4527
Wask FF 7	APX 900	90248-0109	837CUT4516

Note: 2 AFRRCS Radios were purchased by the Village of Waskatenau

AFRRCS Mobile Radios				
Alias Model AFRRCS ID Code Serial Nur				
Engine 403	APX 1500	90248-0110	466CUT0721	
Rescue 408	APX 1500	90248-0111	466CUT0706	
Rap Attack 462	APX 1500	90248-0112	466CUT0717	

Very Hig	h Frequency (VHF) Handhe	eld Radios
Stationed	Model	Serial Number
Fire Hall	XPR 7550	871TRFD803
Fire Hall	XPR 7550	871IQU0396
Fire Hall	XPR 7550	871ISA0215

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 481	APX 1500	90248-0227	466CUT0719	
County EOC	APX 1500	90248-0011	466CUT0703	

Section 6: **OPERATIONAL COST**

Removed: 6.6.2 Radio Towers, Rental and back-up Phone line will be paid by

The Smoky Lake County (NE 19-59-16-W4)

New: 6.6.2 Alberta First Responder Radio Communications System (AFRRCS) will be paid by the Smoky Lake County

> **6.10.6** The conditions imposed by VFIS have granted preferential status to Jubilee Insurance, therefore the Village of

Waskatenau would not be authorized to write this coverage. The policy would be written by the County on exactly the same

basis.

6.10.6.1 Smoky Lake County will be the Policy Holder.

Amended: 6.10.6 The conditions imposed by VFIS have granted preferential status to RMA Insurance (Rural Municipalities of Alberta),

therefore the Village of Waskatenau would not be authorized to write this coverage. The policy would be written by the

County on exactly the same basis.

6.10.6.1 Smoky Lake County will be the Policy Holder

6.10.7 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

> 6.10.7.1 Smoky Lake County will be the Policy Holder.

Originally:

New:

Section	n 7:	FIRE	DEPARTMENT
Origina	ılly:	7.4	Training and Meeting: The County will compensate the Department Members for Informal Training and Meeting at the rate of \$15.00 per hour. The Training and Meeting rates will be paid by County and will pay One Hundred (100%) Percent.
		7.5	Formal Training: The County will compensate the Fire Department Members for Formal Training (Certified instructor and Certificate) at the rate of \$20.00 per hour. The Formal Training be paid by the County and will pay One Hundred (100%) Percent.
Amend	ed:	7.4	Training and Meeting: The County will compensate the Department Members for all Informal and Formal Training and Meetings at the rate of \$20.00 per hour. The Training and Meeting rates will be paid by County and will pay One Hundred (100%) Percent.
Remove	ed:	7.5	Formal Training: The County will compensate the Fire Department Members for Formal Training (Certified instructor and Certificate) at the rate of \$20.00 per hour. The Formal Training be paid by the County and will pay One Hundred (100%) Percent.
Origina	illy:	7.6.2	Years of Service Recognition: As per County Policy.
Amend	ed:	7.6.2	Years of Service Recognition: On a cost-shared basis of 50/50 between the County and Village.
Novemb "Schedu the prov	peration Agreement for to ber 5, 2020 and incorportule A" and proceed with to vision of Fire Protection	the proving the proving the thick the Bylan Service	County and Village of Waskatenau Joint Council recommend the vision of Fire Protection Services be amended as discussed on to a new Joint Operation Agreement for Fire Protection Services by process to enter into a JOINT OPERATION AGREEMENT for the set of the protection of Waskatenau Bylaw No. 667-2018.
CORRELATION TO BUS	INESS (STRATEGIC	C) PLA	ıN
LEGISLATIVE, BYLAW a POLICY IMPLICATIONS		nicipal G	Government Act: Section 54.
Consister Effective Mutual ur	ed invoicing. nt reporting. communication tool. nderstanding between two	o munic	ipalities.
DISADVANTAGES	Duplication to operation	costs.	
ALTERNATIVES	Regionalize Fire Service) .	
FINANCE/BUDGET IMP	LICATIONS		
Operating Costs:			Capital Costs:
Budget Available:			Source of Funds: MO
Budgeted Costs:			Unbudgeted Costs:
INTERGOVERNMENTAL INVOLVEMENT/IMPLIC			
COMMUNICATION STR		al Gove	ernment

RECOMMENDATION

That Bylaw No. 1388-20: Joint Operations Agreement – Fire Protection Services with the Village of Waskatenau be given 1st reading, 2nd reading, Permission for 3rd reading, and 3rd and final reading.

Fire Chief

SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BYLAW NO. 1312-18

Being a Bylaw of Smoky Lake County in the Province of Alberta, for the purpose to enter into a **JOINT OPERATION AGREEMENT** for the provision of **Fire Protection Services** with the **Village of Waskatenau**.

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 Smoky Lake County and the Village of Waskatenau, and

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

AND WHEREAS, the Council of Smoky Lake County wishes to enter into an Joint Operation Agreement with the Village of Waskatenau 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 Smoky Lake County 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 Smoky Lake County and **Village of Waskatenau**.

REPEAL

That Bylaw NO. 1280-15, known as the "Fire Bylaw" be 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 this 19th day of June, 2018.

Read a Second time this 19th day of June, 2018.

Read a Third and Final time this $\underline{19^{th}}$ day of $\underline{\text{June}}$, 2018. and finally passed.

REEVE

SEAL

CHIEF ADMINISTRATIVE OFFICER

Joint Operation Agreement for Fire Protection Services

Joint Operation Agreement for Fire Protection Services

BETWEEN:

SMOKY LAKE COUNTY - Bylaw 1312-18

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

VILLAGE OF WASKATENAU - Bylaw 667-2018

a Municipal Corporation, in the Province of Alberta Box 99 Waskatenau, Alberta T0A 3P0 (hereinafter referred to as the "Village")

OF THE SECOND PART

WHEREAS the Village owns, operates and manages a Fire Department for the residents of the Village of Waskatenau; 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 Village of Waskatenau at the Fire Hall legal property: 5004 50 Street.
- 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 Village such services are applicable.
- 1.6 "Party" means the County or the Village.
- 1.7 "Village" means the municipality of the Village of Waskatenau.

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 403: 2008 Freightliner Fire Truck
- 5.1.2 Unit 408: 2012 Ford F550 Rescue
- 5.1.3 Unit 462: 2008 GMC 5500 Rapid Attack

Smoky Lake County equipment stationed at Waskatenau Fire Hall.

5.2 County Equipment Stationed at Smoky Lake:

- 5.2.1 Unit 320: 1979 GMC crew bus
- 5.2.1 Unit 414A: 2008 Keystone Sprinter Command Post Trailer
- 5.2.2 Unit 421: 2010 Polaris Ranger 800 6x6
- 5.2.3 Unit 424: Command Post Trailer
- 5.2.4 Unit 445: 1997 Ford F700 Rapid Attack Unit
- 5.2.5 Unit 470: 2002 Ford F550 Rapid Attack Unit
- 5.2.6 Unit 488: 2008 Ford E-550 Firefighter Rehab Unit
- 5.2.7 2006 Jordair: Air Kat6 Compressor and Jordair Fill Station

5.3 Village of Waskatenau

5.3.1 31' - 6' 14' x 14' High side Rapid Attack Unit Shelter

5.4 Radio Assets

5.4.1 Station at the Waskatenau Fire Hall

Alias	Model	AFRRCS ID Code	Serial Number
Wask Chief	APX 900	90248-0100	837CUT4526
Wask Deputy	APX 900	90248-0101	837CUT4558
Wask Captain 1	APX 900	90248-0102	837CUT4532
Wask FF 1	APX 900	90248-0103	837CUT4518
Wask FF 2	APX 900	90248-0104	837CUT4554
Wask FF 3	APX 900	90248-0105	837CUT4520
Wask FF 4	APX 900	90248-0106	837CUT4525
Wask FF 5	APX 900	90248-0107	837CUT4559
Wask FF 6	APX 900	90248-0108	837CUT4527
Wask FF 7	APX 900	90248-0109	837CUT4516

Bylaw 1312-18 Joint Operation Agreement for Fire Protection Services

AFRRCS Mobile Radios			
Alias	Model	AFRRCS ID Code	Serial Number
Engine 403	APX 1500	90248-0110	466CUT0721
Rescue 408	APX 1500	90248-0111	466CUT0706
Rap Attack 462	APX 1500	90248-0112	466CUT0717

Very H	gh Frequency (VHF) Handhel	d Radios
Stationed	Model	Serial Number
Fire Hall	XPR 7550	871TRFD803
Fire Hall	XPR 7550	871IQU0396
Fire Hall	XPR 7550	871ISA0215

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 481	APX 1500	90248-0227	466CUT0719
County EOC	APX 1500	90248-0011	466CUT0703

5.4 Any Capital Purchases (value over \$5,000.00) shall be purchased in accordance to the Fire Department Standard Operating Guidelines.

6. OPERATIONAL COST

The Agreement is related to the following:

6.1 Supplies, Training and Meetings:

All Supplies, Training and Meetings will be compensated by the County at One Hundred (100%) 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 Village boundaries.
- 5.2.2 The County will be responsible for invoicing motor vehicle collisions in the Village and the Village 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 One Hundred (100%) Percent County.

6.4 **Fuel:**

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

6.5 Utilities and Rent:

The County agrees to pay the Village \$750.00 per month towards utilities and rent for the Fire Hall operations.

6.6 Inspections and Permits:

- 6.6.1 Vehicle re-certification for all units will be paid by the County.
- 6.6.2 Radio Towers, Rental and back-up Phone line will be paid by the——— County (NE 19 60 16 W4).
- 6.6.2 Alberta First Responders Radio Communication System (AFRRCS) will be paid by the County
- 6.6.3 Radio Frequency Licenses will be cost-shared by the Village and County at Fifty (50%) Percent.
- 6.6.4 Fire Extinguishers Inspections in the Fire Hall and Fire Apparatus will be paid by the Village.
- 6.6.5 Internet, GIS, GPS and IT Service will be paid by the County.

6.7 Advertising:

All advertising will be Paid by the county at One Hundred (100%) Percent. County will initiate all advertising.

6.8 Equipment Marking

- 6.8.1 All equipment purchased for the Village of Waskatenau shall bear the markings **Waskatenau Fire Rescue**.
- 6.8.2 The County will be responsible for the Inventory and Capitalization of all joint capital purchases.

6.9 Workers Compensation:

6.9.1 The County and the Village will each provide Workers Compensation to the Waskatenau Fire Department and each respective municipality shall pay Workers Compensation premiums for the Waskatenau Fire Department.

6.10 Insurance:

Property Coverage:

- 6.10.1 Insurance premiums for all vehicles and equipment will be covered by County.
 - 6.10.1.1 The County shall maintain at its own expense the insurance with insurers allowed by the laws of the

Joint Operation Agreement for Fire Protection Services

Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Village.

- 6.10.1.2 An All Risk Property insurance policy shall be held covering the full replacement value for physical damage to specified vehicles and equipment, relevant to this Agreement. Such policy shall include the Village as a Loss Payee relating loss of or damage to all property supplied by the Village and which is in the care, custody and control of the County.
- 6.10.2 Property Insurance for the Fire Hall will be the responsibility by the Village.
 - 6.10.2.1 Property Content Insurance for the Fire Hall will be the responsibility of the Village; 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 Village.
 - 6.10.2.2 Village of Waskatenau will be the Policy Holder.

Automobile Coverage:

6.10.3 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:

- 6.10.4 Comprehensive General Liability Insurance for Fire Fighters will be paid One Hundred (100%) Percent by the Village of the premiums for Liability Coverage.
 - 6.10.4.1 Village of Waskatenau will be the Policy Holder.

VFIS (Volunteer Firefighter Insurance) Coverage:

- 6.10.5 Fire Fighter Member Insurance will be paid as follows: County at One-third (1/3) cost, Village at one-third (1/3) cost and Fire Fighter Member at one-third (1/3) cost.
- 6.10.6 The conditions imposed by VFIS have granted preferential status to Jubilee Insurance RMA Insurance (Rural Municipalities of Alberta), therefore the Village of Waskatenau would not be authorized to write this coverage. The policy would be written by the County on exactly the same basis.
 - 6.10.6.1 Smoky Lake County will be the Policy Holder.
- 6.10.7 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
 - 6.10.7.1 Smoky Lake County will be the Policy Holder.

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 paperwork is not completed within 10 days from the first of each month.
7.3	Remuneration:	The County and Village will compensate the Fire Department members for Fire and Emergency Calls in accordance with the remuneration and expense rates set by the County.
7.4	Training and Meeting:	The County will compensate the Fire Department Members for all Informal and Formal Training and Meetings at the rate of \$15.00 \$20.00 per hour. The Training and Meeting rates will be paid by the County One Hundred (100%) Percent.
7.5	Formal Training:	The County will compensate the Fire
		Department members for Formal Training (Certified instructor and Certificate) at the rate of \$20.00 per
		hour. The Formal Training be paid by the county— One Hundred (100%) Percent.
7.6	Recognition:	one handred (100%) i Grocine
	7.5.1 Social Fund:	County will donate to the
		Fire Department the amount of \$600.00 towards the event annually.
	7.5.2 Years of Service	
		shared basis of 50/50 between the County and Village.
7.7	Fire Chiefs Convention	The County will pay for one fire department member to attend the annual Fire Chiefs Convention.
7.8	Membership Fees:	The County will pay the Alberta Fire Chief Association membership fees for the Fire Chief and Deputy Fire Chief of the Fire Department One Hundred (100%) Percent.
7.9	Safety Meeting:	The County will provide their Safety Officer to the Village of Waskatenau Fire Department Members at no cost.
7.10	Clothing:	County will provide the Dress Uniform 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 50/50 as part of the Department's Uniform Incentive.

Joint Operation Agreement for Fire Protection Services

8

- 8.1 The Fire Department is responsible to submit all operational and administrative requirements to the County within 10 days of the event or
- 8.2 The Parties shall invoice on a quarterly basis for all costs incurred as per this agreement.
 - The County will provide the Village 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 Village, 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 Village or such individuals including costs as between solicitor and client) which may be brought or made against the Village or such individual or which the Village 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 and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

9.2 Indemnity by the Village

The Village 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 Village or any negligent act or omission of the Village, 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

Joint Operation Agreement for Fire Protection Services

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

SMOKY LAKE COUNTY

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:

DATE:	-
Reeve Smoky Lake County	Chief Administrative Officer Smoky Lake County
Village of Waskatenau	
DATE:	_
Mayor Village of Waskatenau	Chief Administrative Officer

Schedule "B"

Bylaw 1312-18 Joint Operation Agreement for Fire Protection Services 10

1	Join	Joint Operation Agreement for Fire Protection Services					
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SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BYLAW NO. 1388-20

Being a Bylaw of Smoky Lake County in the Province of Alberta, for the purpose to enter into a **JOINT OPERATION AGREEMENT** for the provision of **Fire Protection Services** with the **Village of Waskatenau**.

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 Smoky Lake County and the Village of Waskatenau, and

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

AND WHEREAS, the Council of Smoky Lake County wishes to enter into an Joint Operation Agreement with the Village of Waskatenau 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 Smoky Lake County 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 Smoky Lake County and **Village of Waskatenau**.

REPEAL

That Bylaw NO. 1312-15, known as the "Fire Bylaw" be 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 this 8th day of December , 2020.

Read a Second time this 8th day of December , 2020.

Read a Third and Final time this 8^{th} day of December , 2020. and finally passed.

REEVE

SEAL

CHIEF ADMINISTRATIVE OFFICER

Schedule "A"

Joint Operation Agreement for Fire Protection Services

BETWEEN:

SMOKY LAKE COUNTY - Bylaw 1388-20

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

VILLAGE OF WASKATENAU - Bylaw

a Municipal Corporation, in the Province of Alberta Box 99 Waskatenau, Alberta T0A 3P0 (hereinafter referred to as the "Village")

OF THE SECOND PART

WHEREAS the Village owns, operates and manages a Fire Department for the residents of the Village of Waskatenau; 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 Village of Waskatenau at the Fire Hall legal property: 5004 50 Street.
- 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 Village such services are applicable.
- 1.6 "Party" means the County or the Village.
- 1.7 "Village" means the municipality of the Village of Waskatenau.

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 403: 2008 Freightliner Fire Truck
- 5.1.2 Unit 408: 2012 Ford F550 Rescue
- 5.1.3 Unit 462: 2008 GMC 5500 Rapid Attack

Smoky Lake County equipment stationed at Waskatenau Fire Hall.

5.2 County Equipment Stationed at Smoky Lake:

- 5.2.1 Unit 414A: 2008 Keystone Sprinter Command Post Trailer
- 5.2.2 Unit 421: 2010 Polaris Ranger 800 6x6
- 5.2.3 Unit 424: Command Post Trailer
- 5.2.4 Unit 445: 1997 Ford F700 Rapid Attack Unit
- 5.2.5 Unit 470: 2002 Ford F550 Rapid Attack Unit
- 5.2.6 Unit 488: 2008 Ford E-550 Firefighter Rehab Unit
- 5.2.7 2006 Jordair: Air Kat6 Compressor and Jordair Fill Station

5.3 Village of Waskatenau

5.3.1 31' - 6' 14' x 14' High side Rapid Attack Unit Shelter

5.4 Radio Assets

5.4.1 Station at the Waskatenau Fire Hall

Alias	Model	AFRRCS ID Code	Serial Number
Wask Chief	APX 900	90248-0100	837CUT4526
Wask Deputy	APX 900	90248-0101	837CUT4558
Wask Captain 1	APX 900	90248-0102	837CUT4532
Wask FF 1	APX 900	90248-0103	837CUT4518
Wask FF 2	APX 900	90248-0104	837CUT4554
Wask FF 3	APX 900	90248-0105	837CUT4520
Wask FF 4	APX 900	90248-0106	837CUT4525
Wask FF 5	APX 900	90248-0107	837CUT4559
Wask FF 6	APX 900	90248-0108	837CUT4527
Wask FF 7	APX 900	90248-0109	837CUT4516

Bylaw 1388-20 Joint Operation Agreement for Fire Protection Services

AFRRCS Mobile Radios				
Alias	Model	AFRRCS ID Code	Serial Number	
Engine 403	APX 1500	90248-0110	466CUT0721	
Rescue 408	APX 1500	90248-0111	466CUT0706	
Rap Attack 462	APX 1500	90248-0112	466CUT0717	

Very Hi	gh Frequency (VHF) Handhel	d Radios
Stationed	Model	Serial Number
Fire Hall	XPR 7550	871TRFD803
Fire Hall	XPR 7550	871IQU0396
Fire Hall	XPR 7550	871ISA0215

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 481	APX 1500	90248-0227	466CUT0719
County EOC	APX 1500	90248-0011	466CUT0703

5.5 Any Capital Purchases (value over \$5,000.00) shall be purchased in accordance to the Fire Department Standard Operating Guidelines.

6. OPERATIONAL COST

The Agreement is related to the following:

6.1 Supplies, Training and Meetings:

All Supplies, Training and Meetings will be compensated by the County at One Hundred (100%) 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 Village boundaries.
- 6.2.2 The County will be responsible for invoicing motor vehicle collisions in the Village and the Village 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 One Hundred (100%) Percent County.

6.4 Fuel:

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

6.5 Utilities and Rent:

The County agrees to pay the Village \$750.00 per month towards utilities and rent for the Fire Hall operations.

6.6 Inspections and Permits:

- 6.6.1 Vehicle re-certification for all units will be paid by the County
- 6.6.2 Alberta First Responders Radio Communication System (AFRRCS) will be paid by the County
- 6.6.3 Radio Frequency Licenses will be cost-shared by the Village and County at Fifty (50%) Percent.
- 6.6.4 Fire Extinguishers Inspections in the Fire Hall and Fire Apparatus will be paid by the Village.
- 6.6.5 Internet, GIS, GPS and IT Service will be paid by the County.

6.7 Advertising:

All advertising will be Paid by the county at One Hundred (100%) Percent. County will initiate all advertising.

6.8 Equipment Marking

- 6.8.1 All equipment purchased for the Village of Waskatenau shall bear the markings <u>Waskatenau Fire Rescue.</u>
- 6.8.2 The County will be responsible for the Inventory and Capitalization of all joint capital purchases.

6.9 Workers Compensation:

6.9.1 The County and the Village will each provide Workers Compensation to the Waskatenau Fire Department and each respective municipality shall pay Workers Compensation premiums for the Waskatenau Fire Department.

6.10 Insurance:

Property Coverage:

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

- 6.10.1.1 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 Village.
- 6.10.1.2 An All Risk Property insurance policy shall be held covering the full replacement value for physical damage to specified vehicles and equipment, relevant to this Agreement. Such policy shall include the Village as a Loss Payee relating loss of or damage to all property supplied by the Village and which is in the care, custody and control of the County.
- 6.10.2 Property Insurance for the Fire Hall will be the responsibility by the Village.
 - 6.10.2.1 Property Content Insurance for the Fire Hall will be the responsibility of the Village; 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 Village.
 - 6.10.2.2 Village of Waskatenau will be the Policy Holder.

Automobile Coverage:

6.10.3 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:

- 6.10.4 Comprehensive General Liability Insurance for Fire Fighters will be paid One Hundred (100%) Percent by the Village of the premiums for Liability Coverage.
 - 6.10.4.1 Village of Waskatenau will be the Policy Holder.

VFIS (Volunteer Firefighter Insurance) Coverage:

- 6.10.5 Fire Fighter Member Insurance will be paid as follows: County at One-third (1/3) cost, Village at one-third (1/3) cost and Fire Fighter Member at one-third (1/3) cost.
- 6.10.6 The conditions imposed by VFIS have granted preferential status to Rural Municipalities of Alberta (the County's insurer), therefore the Village of Waskatenau would not be authorized to write this coverage. The policy would be written by the County on exactly the same basis.
 - 6.10.6.1 Smoky Lake County will be the Policy Holder.
- 6.10.7 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
 - 6.10.7.1 Smoky Lake County will be the Policy Holder.

7. FIRE DEPARTMENT

7.1 <u>Level of Services:</u> 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 paperwork is not completed within 10 days from the first of each

month.

7.3 Remuneration: The County and Village will compensate the Fire

Department members for Fire and Emergency Calls in accordance with the remuneration and

expense rates set by the County.

7.4 Training and Meeting: The County will compensate the Fire

Department Members for all Training and Meeting at the rate of \$20.00 per hour.

The Training and Meeting rates will be paid by the

County One Hundred (100%) Percent.

7.5 Recognition:

7.5.1 Social Fund: County will 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 Village.

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 will pay the Alberta Fire Chief

Association membership fees for the Fire Chief and

Deputy Fire Chief of the Fire Department One

Hundred (100%) Percent.

7.8 Safety Meeting: The County will provide their Safety Officer to the

Village of Waskatenau Fire Department Members

at no cost.

7.9 Clothing: County will provide the Dress Uniform 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 50/50 as part of the

Department's Uniform Incentive.

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 Village 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 Village, 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 Village or such individuals including costs as between solicitor and client) which may be brought or made against the Village or such individual or which the Village 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 and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

9.2 Indemnity by the Village

The Village 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 Village or any negligent act or omission of the Village, 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.

1

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

SMOKY LAKE COUNTY

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:

DATE:	
Reeve Smoky Lake County	Chief Administrative Officer Smoky Lake County
Village of Waskatenau	
DATE:	
Mayor Village of Waskatenau	Chief Administrative Officer Village of Waskatenau

Schedule "B"

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REQUEST FOR DECISION

DATE

December 8, 2020

4.5

TOPIC

Bylaw 1389-20: Joint Operations Agreement – Fire Protection Services with Village of Vilna.

PROPOSAL

History:

Background:

- Original discussions on cost-sharing agreement developed jointly between the Town and County Council committee meeting held on May 25, 2011.
- Councils agreed to create a Joint Operations Agreement for Fire Protection Services between the Town of Smoky Lake and Smoky Lake County.
- County Council directed administration to engage in the same agreements with the Village of Waskatenau and the Village of Vilna.

Background:

Draft Agreement:

- Village and County administration met in December and January 2011 to draft an agreement to jointly cost share the Fire Department operations.
- The agreement is prepared based on the current practice on the operational cost sharing (section 6).

Changes passed at the January 31, 2013 County Council meeting:

- Page 6 section 6.10.3 Liability coverage.
- All other sections in the agreement address headings pertained to an agreement jointly executed between two parties.
- Bylaw was sent to John Hackwell, Risk Management Advisor, Jubilee Insurance Agencies on August 29, 2012 for review.
- The Bylaw from the Insurance prospective (section 6.6 insurance) has been incorporated, as suggested.

Changes passed at the May 5, 2015 Joint Council Meeting

- Section 7.3 remuneration will follow the rates set by the County.
- Section 7.4 all training was increased to \$15.00 per hour.
- Section 7.5 Recognition Christmas Party fund was changed to social fund and increased from \$500 to \$600 a year as well the years of service recognition will follow the Smoky Lake County policy.
- Section 7.9 was added to provide formal wear for each Fire Chief and station gear as an incentive program to the firefighters.
- Section 8.2.1 invoicing between the Village and County will be done quarterly.
- Section 10.1 assistance for emergencies does not have to come in a written request from the CAO.

Changes passed at the May 15, 2018 Joint Council Meeting

- Section 2 Changed the Bylaw review terms from after 2 years from the date of execution to the Bylaw will be reviewed within the 2 years of execution.
- Section 5 capital assets Unit 470, Unit 414A and 2006 Jordair SCBA compression was added as well, Unit 414 was removed.
- Section 6.5 the rent was increased from 70% to 75%.
- Section 6.6.4 all fire extinguisher inspections at the fire hall will be paid by the County.
- Section 6.8 Advertising was added.
- Section 7.2 added a deadline of 10 days after the month for all paperwork to be submitted.
- Section 7.4 Training was split into "Formal" and Informal" Training and the wages were set \$20/hour for formal training and \$15/hour for informal training.

Recommend changes from the Joint Council Meetings on November 10, 2020.

Section 5:

CAPITAL ASSETS

Originally

5.2 Smoky Lake County

5.2.1 Unit 320: 1979 GMC crew bus

5.2.2 Unit 414A: 2008 Keystone Sprinter Command Post Trailer

5.2.3 Unit 424: Command Post Trailer

5.2.4 Unit 445: 1997 Ford F700 Rapid Attack Unit

5.2.5 Unit 470: 2002 Ford F550 Rapid Attack Unit

Amended: **5.2.6** Unit 421: 2010 Polaris Ranger 800 6x6 to include

5.2.7 Unit 488: 2008 Ford E-550 Firefighter Rehab Unit

Removed: **5.2.1** Unit 320: 1979 GMC Crew bus

Section 5.3 Radio Assets New

5.3.1 Stationed at Vilna Fire Hall

Alberta Fire Responders Radio Communication System - Handheld Radios				
Alias	Model	AFRRCS ID Code	Serial Number	
Vilna Chief	APX 900	90248-0300	837CUT4519	
Vilna Deputy	APX 900	90248-0301	837CUT4515	
Vilna Captain 1	APX 900	90248-0302	837CUT4567	
Vilna Captain 2	APX 900	90248-0303	837CUT4555	
Vilna Captain 3	APX 900	90248-0304	837CUT4521	
Vilna Captain 4	APX 900	90248-0305	837CUT4529	
Vilna FF 1	APX 900	90248-0306	837CUT4553	
Vilna FF 2	APX 900	90248-0307	837CUT4528	
Vilna FF 3	APX 900	90248-0308	837CUT4517	
Vilna FF 4	APX 900	90248-0309	837CUT4541	
Vilna FF 5	APX 900	90248-0310	837CUT4545	
Vilna FF 6	APX 900	90248-3011	837CUT4542	
Vilna FF 7	APX 900	90248-3012	837CUT4540	
Vilna FF 8	APX 900	90248-0313	837CUT4549	
Vilna FF 9	APX 900	90248-0314	837CUT4562	
Vilna FF 10	APX 900	90248-0315	837CUT4547	
Vilna FF 11	APX 900	90248-0316	837CUT4566	
Vilna FF 12	APX 900	90248-0317	837CUT4537	

AFRRCS Mobile Radios				
Alias	Model	AFRRCS ID Code	Serial Number	
Engine 401	APX 1500	90248-0318	466CUT0716	
Rescue 429	APX 1500	90248-0319	466CUT0718	
Engine 451	APX 1500	90248-0320	466CUT0715	
Command 415	APX 1500	90248-0321	466CUT0701	
Rap Attack 419	APX 1500	90248-0322	466CUT0690	
Rap Attack 430	APX 1500	90248-0323	466CUT0721	
Smoky Link	APX 1500	90248-0324	466CUT0685	
Wask Link	APX 1500	90248-0325	466CUT0698	

Very H	igh Frequency (VHF) Handhel	d Radios
Stationed	Model	Serial Number
Fire Hall	XPR 7550	871TTMR139
Fire Hall	XPR 7550	871QU2103

5.3.2 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 481	APX 1500	90248-0227	466CUT0719	
County EOC	APX 1500	90248-0011	466CUT0703	

Section 6: **OPERATIONAL COST**

Removed: 6.6.2 Radio Towers, Rental and back-up Phone line will be paid by

The Smoky Lake County (NE 19-59-16-W4)

6.6.2 Alberta First Responder Radio Communications System New:

(AFRRCS) will be paid by the Smoky Lake County

Originally: 6.10.6 The conditions imposed by VFIS have granted preferential status to Jubilee Insurance, therefore the Village of Waskatenau would not be authorized to write this coverage. The policy would be written by the County on exactly the same

basis.

6.10.6.1 Smoky Lake County will be the Policy Holder.

Amended: **6.10.6** The conditions imposed by VFIS have granted preferential

status to RMA Insurance (Rural Municipalities of Alberta), therefore the Village of Waskatenau would not be authorized to write this coverage. The policy would be written by the

County on exactly the same basis.

6.10.6.1 Smoky Lake County will be the Policy Holder

New: 6.10.7 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

6.10.7.1 Smoky Lake County will be the Policy Holder.

Section 7: **FIRE DEPARTMENT**

Originally: 7.4 Training and Meeting:

> The County will compensate the Department Members for Informal Training and Meeting at the rate of \$15.00 per hour. The Training and Meeting rates will be paid by County and will

pay One Hundred (100%) Percent.

7.5 Formal Training:

> The County will compensate the Fire Department Members for Formal Training (Certified instructor and Certificate) at the rate of \$20.00 per hour. The Formal Training be paid by the County and will pay One Hundred (100%)

Percent.

Amended: Training and Meeting:

> The County will compensate the Department Members for all Informal and Formal Training and Meetings at the rate of

	Ī				nd Meeting rates will be paid by
				County and will pay One Hundre	ed (100%) Percent.
	Remo	ved:	7.5	Formal Training: The County will compensate the Members for Formal Training (C Certificate) at the rate of \$20.00 be paid by the County and will p Percent.	ertified instructor and per hour. The Formal Training
	Origin	ally:	7.6.2	Years of Service Recognition: A	s per County Policy.
	Amen	ded:	7.6.2	Years of Service Recognition: C	On a cost-shared basis of 50/50 petween the County and Village.
	Novem "Sched the pro	tion Agreemer nber 10, 2020 dule A" and pro ovision of Fire	nt for the provision and incorporated in oceed with the Byla Protection Servic	n of Fire Protection Services to a new Joint Operation Agreen	
CORRELATION	TO BU	SINESS (ST	RATEGIC) PLA	N	
LEGISLATIVE, BY POLICY IMPLICA			Municipal G	Sovernment Act: Section 54.	
BENEFITS	Consiste Effective	ed invoicing. ent reporting. e communication understanding	on tool. between two munici	palities.	
DISADVANTAGE	S	Duplication t	o operation costs.		
ALTERNATIVES		Regionalize	Fire Service.		
FINANCE/BUDG	ET IMI	PLICATION	S		
Operating Costs:	72			Capital Costs:	
Budget Available	: :=	·		Source of Funds:	MO
Budgeted Costs:	7 4		5	Unbudgeted Costs:	
INTERGOVERNM INVOLVEMENT/					
COMMUNICATION	ON STI	RATEGY	Municipal Gove	rnment	
RECOMMENDAT					
That Bylaw No. 138	39-20:	Joint Operat	ions Agreement	- Fire Protection Services w	ith the Village of Vilna be

given 1st reading, 2nd reading, Permission for 3rd reading, and 3rd and final reading.

Fire Chief

SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BYLAW NO. 1313-18

Being a Bylaw of Smoky Lake County in the Province of Alberta, for the purpose to enter into a **JOINT OPERATION AGREEMENT** for the provision of **Fire Protection Services** with the **Village of Vilna**.

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 Smoky Lake County and the Village of Vilna, and

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

AND WHEREAS, the Council of Smoky Lake County wishes to enter into an Joint Operation Agreement with the Village of Vilna 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 Smoky Lake County 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 Smoky Lake County and **Village of Vilna**.

REPEAL

That Bylaw NO. 1279-15, known as the "Fire Bylaw" be 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 this 19th day of June, 2018.

Read a Second time this 19th day of June, 2018.

Read a Third and Final time this 19th day of June, 2018. and finally passed.

REEVE

SEAL

CHIEF ADMINISTRATIVE OFFICER

Schedule "A"

Joint Operation Agreement for Fire Protection Services

BETWEEN:

SMOKY LAKE COUNTY - Bylaw 1313-18

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

VILLAGE OF VILNA - Bylaw 539-18

a Municipal Corporation, in the Province of Alberta
Box 10
Vilna, Alberta T0A 3L0
(hereinafter referred to as the "Village")

OF THE SECOND PART

WHEREAS the Village owns, operates and manages a Fire Department for the residents of the Village of Vilna; 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 Village of Vilna at the Fire Hall legal property: 4919 51 Avenue.
- 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 Village such services are applicable.

- 1.6 "Party" means the County or the Village.
- 1.7 "Village" means the municipality of the Village of Vilna.

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 401: 2011 Freightliner Fire Truck
- 5.1.2 Unit 415: 2008 GMC K 2500 Command Truck
- 5.1.3 Unit 419: 2007 GMC C5500 Rapid Attack
- 5.1.4 Unit 429: 2006 F550 Rescue Truck
- 5.1.5 Unit 430: 1991 F350 Rapid Attack
- 5.1.6 Unit 451: 1998 GMC C7500 Fire Truck
- 5.1.7 2008 Jordair: Air Kat6 Compressor and Jordair Fill Station

Smoky Lake County equipment stationed at Vilna Fire Hall.

5.2 County Equipment Stationed at Smoky Lake:

- 5.2.1 Unit-320: 1979 GMC crew bus
- 5.2.2 Unit 414A: 2008 Keystone Sprinter Command Post Trailer
- 5.2.3 Unit 421: 2010 Polaris Ranger 800 6x6
- 5.2.4 Unit 424: Command Post Trailer
- 5.2.5 Unit 445: 1997 Ford F700 Rapid Attack Unit
- 5.2.6 Unit 470: 2002 Ford F550 Rapid Attack Unit
- 5.2.7 Unit 488: 2008 Ford E-550 Firefighter Rehab Unit

Radio Assets:

5.3.1 Stationed at Vilna Fire Hall

Alias	Model	AFRRCS ID Code	Serial Number
Vilna Chief	APX 900	90248-0300	837CUT4519
Vilna Deputy	APX 900	90248-0301	837CUT4515
Vilna Captain 1	APX 900	90248-0302	837CUT4567
Vilna Captain 2	APX 900	90248-0303	837CUT4555
Vilna Captain 3	APX 900	90248-0304	837CUT4521
Vilna Captain 4	APX 900	90248-0305	837CUT4529
Vilna FF 1	APX 900	90248-0306	837CUT4553
Vilna FF 2	APX 900	90248-0307	837CUT4528
Vilna FF 3	APX 900	90248-0308	837CUT4517
Vilna FF 4	APX 900	90248-0309	837CUT4541
Vilna FF 5	APX 900	90248-0310	837CUT4545
Vilna FF 6	APX 900	90248-3011	837CUT4542
Vilna FF 7	APX 900	90248-3012	837CUT4540
Vilna FF 8	APX 900	90248-0313	837CUT4549
Vilna FF 9	APX 900	90248-0314	837CUT4562
Vilna FF 10	APX 900	90248-0315	837CUT4547
Vilna FF 11	APX 900	90248-0316	837CUT4566
Vilna FF 12	APX 900	90248-0317	837CUT4537

AFRRCS Mobile Radios			
Alias	Model	AFRRCS ID Code	Serial Number
Engine 401	APX 1500	90248-0318	466CUT0716
Rescue 429	APX 1500	90248-0319	466CUT0718
Engine 451	APX 1500	90248-0320	466CUT0715
Command 415	APX 1500	90248-0321	466CUT0701
Rap Attack 419	APX 1500	90248-0322	466CUT0690
Rap Attack 430	APX 1500	90248-0323	466CUT0721
Smoky Link	APX 1500	90248-0324	466CUT0685
Wask Link	APX 1500	90248-0325	466CUT0698

Very High Frequency (VHF) Handheld Radios				
Stationed	Model	Serial Number		
Fire Hall	XPR 7550	871TTMR139		
Fire Hall	XPR 7550	871QU2103		

5.3.2 Stationed at Smoky Lake County

AFRRCS Handheld Radios			
Alias	Model	AFRRCS ID Code	Serial Number
Regional Chief	APX 900	90248-0001	837CUT4530

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Regional Deputy	APX 900	90248-0002	837CUT453
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	Model AFRRCS ID Code	
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 481	APX 1500	90248-0227	466CUT0719
County EOC	APX 1500	90248-0011	466CUT0703

5.4 Any Capital Purchases (value over \$5,000.00) shall be purchased in accordance to the Fire Department Standard Operating Guidelines.

6. **OPERATIONAL COST**

The Agreement is related to the following:

6.1 Supplies, Training and Meetings:

All Supplies, Training and Meetings will be compensated by the County at One Hundred (100%) Percent.

6.2 **Motor Vehicle Collision**

- The County will be responsible to invoice and collect all revenue from the motor vehicle collisions outside the Village boundaries.
- 6.2.2 The County will be responsible for invoicing motor vehicle collisions in the Village and the Village will collect all revenue.

6.3 Vehicle and Equipment Maintenance:

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 One Hundred (100%) Percent County.

6.4

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

6.5 **Utilities and Rent:**

The County agrees to pay the Village Seventy-Five (75%) Percent per month of the costs towards utilities and rent for the Fire Hall operations.

- 6.6 Inspections and Permits:
 - 6.6.1 Vehicle re-certification for all units will be paid by the County.
 - 6.6.2 Radio Towers, Rental and back up Phone line will be paid by the County (NE 19-60-16-W4).

6.6.2 Alberta First Responder Radio Communications System (AFRRCS) will be paid by The Smoky Lake County

- 6.6.3 Radio Frequency Licenses will be cost-shared by the Village and County at Fifty (50%) Percent.
- 6.6.4 Fire Extinguishers:
 - 6.6.4.1 County will pay all costs of Fire Extinguisher Inspections in the Fire Units and in the Fire Hall.
- 6.6.5 Internet, GIS, GPS and IT Service will be paid by the County.

6.7 Advertising

All advertising will be Paid by the county at One Hundred (100%) Percent County will initiate all advertising.

6.8 Equipment Marking

- 6.81 All equipment purchased for the Village of Vilna shall bear the markings **Vilna Fire Rescue.**
- 6.8.2 The County will be responsible for the Inventory and Capitalization of all joint capital purchases.

6.9 Workers Compensation:

6.9.1 The County and the Village will each provide Workers Compensation to the Vilna Fire Department and each respective municipality shall pay Workers Compensation premiums for the Vilna Fire Department.

6.10 Insurance:

Property Coverage:

- 6.10.1 Insurance premiums for all vehicles and equipment will be covered by County.
 - 6.10.1.1 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 Village.
 - 6.10.1.2 An All Risk Property insurance policy shall be held covering the full replacement value for physical damage to specified vehicles and equipment, relevant to this Agreement. Such policy shall include the Village as a Loss Payee relating loss of or damage to all property supplied by the Village and which is in the care, custody and control of the County.

6.10.2 Property Insurance for the Fire Hall will be the responsibility by the Village.

6.10.2.1

Property Content Insurance for the Fire Hall will be the responsibility of the Village; 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 Village.

6.10.2.2

Village of Vilna will be the Policy Holder.

Automobile Coverage:

6.10.3 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:

6.10.4 Comprehensive General Liability Insurance for Fire Fighters will be paid One Hundred (100%) Percent by the Village of the premiums for Liability Coverage.

6.10.4.1 Village of Vilna will be the Policy Holder.

VFIS (Volunteer Firefighter Insurance) Coverage:

6.10.5 Fire Fighter Member Insurance will be paid as follows: County at One-third (1/3) cost, Village at one-third (1/3) cost and Fire Fighter Member at one-third (1/3) cost.

6.10.6 The conditions imposed by VFIS have granted preferential status to Jubilee Insurance RMA Insurance (Rural Municipalities of Alberta), therefore the Village of Waskatenau would not be authorized to write this coverage. The policy would be written by the County on exactly the same basis.

6.10.6.1 Smoky Lake County will be the Policy Holder.

6.10.7 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

6.10.7.1 Smoky Lake County will be the Policy Holder.

7. FIRE DEPARTMENT

7.1 <u>Level of Services:</u> 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 the each month.

7.3 Remuneration: The County and Village will compensate the Fire

Department members for Fire and Emergency Calls in accordance with the remuneration and

expense rates set by the County.

7.4 Training and Meeting:

The County will compensate the Fire

Department Members for all Informal and Formal Training and Meetings at the rate of \$15.00 \$20.00 per hour. The Training and Meeting rates will be paid by the County One Hundred (100%) Percent.

7.5 <u>Formal-Training:</u>

The County will compensate the Fire

Department Members for Formal Training (Certified

instructor and Certificate) at the rate of \$20.00 per

hour. The Formal Training be paid by the County

One Hundred (100%) Percent.

7.6 Recognition:

7.6.1 Social Fund:

County will donate to the Fire Department the amount of \$600.00 towards the event

annually.

7.6.2 Years of Service Recognition:

As per County On a cost-

shared basis of 50/50 between the

County and Village.

7.7 Fire Chiefs Convention:

The County will pay for one fire department

member to attend the annual Fire Chiefs

Convention.

7.8 Membership Fees:

The County will pay the Alberta Fire Chief

Association membership fees for the Fire Chief and

Deputy Fire Chief of the Fire Department One

Hundred (100%) Percent.

7.9 Safety Meeting:

The County will provide their Safety Officer to the

Village of Vilna Fire Department Members at no

cost.

7.10 Clothing:

County will provide the Dress Uniform 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 50/50 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 Village copies of all Fire Calls, Expenses, and Capital purchases on a monthly basis.

9. HOLD HARMLESS

9.1 Indemnity by the County

The County shall indemnify and hold harmless the Village, 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 Village or such individuals including costs as between solicitor and client) which may be brought or made against the Village or such individual or which the Village 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 and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

9.2 Indemnity by the Village

The Village 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 Village or any negligent act or omission of the Village, 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
- 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

SMOKY LAKE COUNTY

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:

DATE:	
Reeve Smoky Lake County	Chief Administrative Officer Smoky Lake County
Village of Vilna	
DATE:	
Mayor Village of Vilna	Chief Administrative Officer Village of Vilna

Schedule "B"

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SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BYLAW NO. 1389-20

Being a Bylaw of Smoky Lake County in the Province of Alberta, for the purpose to enter into a **JOINT OPERATION AGREEMENT** for the provision of **Fire Protection Services** with the **Village of Vilna**.

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 Smoky Lake County and the Village of Vilna, and

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

AND WHEREAS, the Council of Smoky Lake County wishes to enter into an Joint Operation Agreement with the Village of Vilna 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 Smoky Lake County 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 Smoky Lake County and **Village of Vilna**.

REPEAL

That Bylaw NO. 1313 - 18, known as the "Fire Bylaw" be 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 this 8th day of December , 2020.

Read a Second time this 8th day of December , 2020.

Read a Third and Final time this 8th day of December, 2020. and finally passed.

REEVE S E A L

CHIEF ADMINISTRATIVE OFFICER

Schedule "A"

Joint Operation Agreement for Fire Protection Services

BETWEEN:

SMOKY LAKE COUNTY - Bylaw 1389-20

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

VILLAGE OF VILNA - Bylaw

a Municipal Corporation, in the Province of Alberta
Box 10
Vilna, Alberta T0A 3L0
(hereinafter referred to as the "Village")

OF THE SECOND PART

WHEREAS the Village owns, operates and manages a Fire Department for the residents of the Village of Vilna; 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 Village of Vilna at the Fire Hall legal property: 4919 51 Avenue.
- 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 Village such services are applicable.

- 1.6 "Party" means the County or the Village.
- 1.7 "Village" means the municipality of the Village of Vilna.

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 401: 2011 Freightliner Fire Truck
- 5.1.2 Unit 415: 2008 GMC K 2500 Command Truck
- 5.1.3 Unit 419: 2007 GMC C5500 Rapid Attack
- 5.1.4 Unit 429: 2006 F550 Rescue Truck
- 5.1.5 Unit 430: 1991 F350 Rapid Attack
- 5.1.6 Unit 451: 1998 GMC C7500 Fire Truck
- 5.1.7 2008 Jordair: Air Kat6 Compressor and Jordair Fill Station

Smoky Lake County equipment stationed at Vilna Fire Hall.

5.2 County Equipment Stationed at Smoky Lake:

- 5.2.1 Unit 414A: 2008 Keystone Sprinter Command Post Trailer
- 5.2.2 Unit 421: 2010 Polaris Ranger 800 6x6
- 5.2.3 Unit 424: Command Post Trailer
- 5.2.4 Unit 445: 1997 Ford F700 Rapid Attack Unit
- 5.2.5 Unit 470: 2002 Ford F550 Rapid Attack Unit
- 5.2.6 Unit 488: 2008 Ford E-550 Firefighter Rehab Unit

5.3 Radio Assets:

5.3.1 Stationed at Vilna Fire Hall

AFRRCS Handheld Radios				
Alias	Model	AFRRCS ID Code	Serial Number	
Vilna Chief	APX 900	90248-0300	837CUT4519	
Vilna Deputy	APX 900	90248-0301	837CUT4515	
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Vilna Captain 2	APX 900	90248-0303	837CUT4555	
Vilna Captain 3	APX 900	90248-0304	837CUT4521	
Vilna Captain 4	APX 900	90248-0305	837CUT4529	
Vilna FF 1	APX 900	90248-0306	837CUT4553	
Vilna FF 2	APX 900	90248-0307	837CUT4528	
Vilna FF 3	APX 900	90248-0308	837CUT4517	
Vilna FF 4	APX 900	90248-0309	837CUT4541	
Vilna FF 5	APX 900	90248-0310	837CUT4545	
Vilna FF 6	APX 900	90248-3011	837CUT4542	
Vilna FF 7	APX 900	90248-3012	837CUT4540	
Vilna FF 8	APX 900	90248-0313	837CUT4549	
Vilna FF 9	APX 900	90248-0314	837CUT4562	
Vilna FF 10	APX 900	90248-0315	837CUT4547	
Vilna FF 11	APX 900	90248-0316	837CUT4566	
Vilna FF 12	APX 900	90248-0317	837CUT4537	

	AFRRCS	Mobile Radios	
Alias	Model	AFRRCS ID Code	Serial Number
Engine 401	APX 1500	90248-0318	466CUT0716
Rescue 429	APX 1500	90248-0319	466CUT0718
Engine 451	APX 1500	90248-0320	466CUT0715
Command 415	APX 1500	90248-0321	466CUT0701
Rap Attack 419	APX 1500	90248-0322	466CUT0690
Rap Attack 430	APX 1500	90248-0323	466CUT0721
Smoky Link	APX 1500	90248-0324	466CUT0685
Wask Link	APX 1500	90248-0325	466CUT0698

Very Hi	gh Frequency (VHF) Handhel	d Radios
Stationed	Model	Serial Number
Fire Hall	XPR 7550	871TTMR139
Fire Hall	XPR 7550	871QU2103

5.3.2 Stationed at Smoky Lake County

	AFRRCS H	andheld 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	
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County EOC	APX 1500	90248-0011	466CUT0703

5.4 Any Capital Purchases (value over \$5,000.00) shall be purchased in accordance to the Fire Department Standard Operating Guidelines.

6. OPERATIONAL COST

The Agreement is related to the following:

6.1 Supplies, Training and Meetings:

All Supplies, Training and Meetings will be compensated by the County at One Hundred (100%) 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 Village boundaries.
- 6.2.2 The County will be responsible for invoicing motor vehicle collisions in the Village and the Village 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 One Hundred (100%) Percent County.

6.4 **Fuel:**

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

6.5 Utilities and Rent:

The County agrees to pay the Village Seventy-Five (75%) Percent per month of the costs towards utilities and rent for the Fire Hall operations.

6.6 Inspections and Permits:

- 6.6.1 Vehicle re-certification for all units will be paid by the County.
- 6.6.2 Alberta First Responder Radio Communications System (AFRRCS) will be paid by The Smoky Lake County
- 6.6.3 Radio Frequency Licenses will be cost-shared by the Village and County at Fifty (50%) Percent.
- 6.6.4 Fire Extinguishers:
 - 6.6.4.1 County will pay all costs of Fire Extinguisher Inspections in the Fire Units and in the Fire Hall.
- 6.6.5 Internet, GIS, GPS and IT Service will be paid by the County.

6.7 Advertising

All advertising will be Paid by the county at One Hundred (100%) Percent County will initiate all advertising.

6.8 Equipment Marking

- 6.81 All equipment purchased for the Village of Vilna shall bear the markings <u>Vilna Fire Rescue.</u>
- 6.8.2 The County will be responsible for the Inventory and Capitalization of all joint capital purchases.

6.9 Workers Compensation:

6.9.1 The County and the Village will each provide Workers
Compensation to the Vilna Fire Department and each
respective municipality shall pay Workers Compensation
premiums for the Vilna Fire Department.

6.10 Insurance:

Property Coverage:

- 6.10.1 Insurance premiums for all vehicles and equipment will be covered by County.
 - 6.10.1.1 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 Village.
 - 6.10.1.2 An All Risk Property insurance policy shall be held covering the full replacement value for physical damage to specified vehicles and equipment, relevant to this Agreement. Such policy shall include the Village as a Loss Payee relating loss of or damage to all property supplied by the Village and which is in the care, custody and control of the County.

6.10.2 Property Insurance for the Fire Hall will be the responsibility by the Village.

6.10.2.1

Property Content Insurance for the Fire Hall will be the responsibility of the Village; 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 Village.

6.10.2.2

Village of Vilna will be the Policy Holder.

Automobile Coverage:

6.10.3 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:

6.10.4 Comprehensive General Liability Insurance for Fire Fighters will be paid One Hundred (100%) Percent by the Village of the premiums for Liability Coverage.

6.10.4.1 Village of Vilna will be the Policy Holder.

VFIS (Volunteer Firefighter Insurance) Coverage:

- 6.10.5 Fire Fighter Member Insurance will be paid as follows: County at One-third (1/3) cost, Village at one-third (1/3) cost and Fire Fighter Member at one-third (1/3) cost.
- 6.10.6 The conditions imposed by VFIS have granted preferential status to Rural Municipalities of Alberta (the County's insurer), therefore the Village of Waskatenau would not be authorized to write this coverage. The policy would be written by the County on exactly the same basis.
 - 6.10.6.1 Smoky Lake County will be the Policy Holder.
- 6.10.7 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
 - 6.10.7.1 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 the each month.

7.3 Remuneration: The County and Village will compensate the Fire

Department members for Fire and Emergency Calls in accordance with the remuneration and

expense rates set by the County.

7.4 Training and Meeting: The County will compensate the Fire

Department Members for all Informal and Formal Training and Meetings at the rate of \$20.00 per hour. The Training and Meeting rates will be paid by the County One Hundred (100%) Percent.

7.5 Recognition:

7.6.1 Social Fund:

County will donate to the Fire Department the amount of \$600.00 towards the event

annually.

7.6.2 Years of Service Recognition:

On a cost-shared basis of 50/50 between the County and Village.

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 will pay the Alberta Fire Chief

Association membership fees for the Fire Chief and Deputy Fire Chief of the Fire Department One

Hundred (100%) Percent.

7.8 Safety Meeting: The County will provide their Safety Officer to the

Village of Vilna Fire Department Members at no

cost.

7.9 Clothing: County will provide the Dress Uniform 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 50/50 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 Village copies of all Fire Calls, Expenses, and Capital purchases on a monthly basis.

9. HOLD HARMLESS

9.1 Indemnity by the County

The County shall indemnify and hold harmless the Village, 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 Village or such individuals including costs as between solicitor and client) which may be brought or made against the Village or such individual or which the Village 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 and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

9.2 Indemnity by the Village

The Village 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 Village or any negligent act or omission of the Village, 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

SMOKY LAKE COUNTY

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:

DATE:	
Reeve Smoky Lake County	Chief Administrative Officer Smoky Lake County
Village of Vilna	
DATE:	
Mayor Village of Vilna	Chief Administrative Officer Village of Vilna

Schedule "B"

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1111 GOALS

SCOTT FRANCHUK

do sealford	
vil accepted	205

date

Achievemente.

- Completed agenda packages and attended the Smoky Lake Region Fire and Rescue Committee Meeting
- Completed agenda packages and attended the Joint Council Meeting with the Village of Waskatenau
- Completed agenda packages and attended the Joint Council Meeting with the Village of Vilna
- Completed agenda packages and attended the Joint Council Meeting with the Town of Smoky Lake
- Completed the agenda package for the Fire Proctective Services Committee Meeting
- Completed research and quotes for the capital budget
- Attended County Budget meetings
- Working on Municipal Wildfire Assistance Program (MWAP) Grant
- Working on Fire Reports
- 6 Alberta Alberta Transportation invoices completed
- Working on 3 outstanding fire invoices
- Completed 2 Covid-19 protocols for responding to calls
- Organized and helped teach the first 1/2 of the Basic Fire Ground Operations course

Challenges: No see see

Next Steps: No value

2020/10/13

- → General Administration
- Bank Deposits
- → Manager Meetings
- Emergency Services Invoicing
- Social Media 0 Post(s)

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    61 fire permits issued with 42 inspected

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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       Challenges: Volume
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       Scott Franchuk:
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                Achievements:
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   2020/10/13
                         Services Committee
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        VHF Public Works Communications
                                                                                                                                                                                                   Emergency Services Department
                                                                                                                                                                                                                                                         > Fire Rescue Regional Committee
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                AFRRCS Technical Administrator
                                                                                                                                                                                                                                                                                                                                                                                   Fire Smart Program for Planning
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   -> Fire Hall/ Equipment Inspections
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 - Fire Fighter Insurance Renewal
                                                                                                                                                                                   Smoky Lake County Website:
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   Review Policies and Bylaws
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   Vehicle Post-Trip Inspection
- Monthly Reports to Council
                                                                                                                                                        VHF Radio Administrator
                                                                                                                                                                                                                                                                                  Operation Cost Analysis
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     Fire Protective Services: 100%
                                                                                                                                                                                                                                                                                                                                                                                                                                                               Strategic Priority Chart
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          Fire Department SOG's
                                                                                                   Monthly Time Sheets
                                                 Office Staff Meeting
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       Assist Safety Officer
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      Renew Memberships
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             - Respond to Fire Calls
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    - Fire Call Reporting
                                                                                                                                                                                                                                                                                                                                                              GIS System Entry
                                                                                                                                                                                                                                                                                                                                      Review Insurance
                                                                                                                                                                                                                                                                                                                                                                                                            and Development
                                                                                                                                                                                                                                                                                                             Legal Proceeding
                                                                                                                                                                                                                                                                                                                                                                                                                                    Mutual Fire Aids
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        → CVIP Fire Trucks
                                                                                                                              Fire Newsletter
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                - Order Equipment
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         -> Apply for Grants
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  - License Renewal
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            - Budget Review
                                                                                                                                                                                                                              SOG Review
                                                                            Action Lists
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             Fire Permits
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     - Fire Bans
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             Year End
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-)perations Fire Appara → Fire Calls
- Fire Department Inventory Fire Department Supplies
- Inspections, Fire Investigations Load Occupancies, Building
- **Drone Work**
- Emergency Preparedness Week Fireworks Permits
- Recruitment and Retention Wash Fire Gear
- Summer Preparations
- Service Fire Equipment
- Regular Maintenance on Equipment Fire Protection
- -> Build Emergency Services Storage Fire Equipment
- Waskatenau Fire Department: 100%

Scott Franchuk:

Achievements:

- Waskatenau Fire responded to 3 collisions and 1 carbon monoxide call
- The department hosted 1 training night
- 6 members attended the first 1/2 of the Basic Fire Ground Operations course
- 1 member was measured and fitted for new bunker gear
- A computer was set up in the fire hall for the need Fire Q dispatching app
- The addition to the fire hall started on November 26, 2020 and is 60% completed
- Rapid Attack 462 was winterized and brought to the Smoky Lake County Shop
- Engine pump was drained and ready for winter operations
- Reviewed the Covid-19 protocols

Challenges: No value

Next Steps: No value

2020/10/13

Smoky Lake Fire Denartment: 100%

Scott Franchuk:

 Achievements:

 • Smoky Lake Fire responded to 5 collisions, 4 fire alarms and 1 carbon monoxide

The Department hosted 3 fire practices and 1 business meeting

2 Members attended the Joint Council Meeting

2 members were measured and fitted for new bunker gear

10 members attended the first 1/2 of the Basic Fire Ground Operations Course 2 members tested positive for Covid-19 (not firefighting related)

Rescue 407 had a fuel leak and was fixed at the County Shop

2 SCBA packs control circuit boards stopped working and were repaired

Both engine pumps were drained and ready for winter operations

Reviewed the new Covid-19 protocols

Challenges: No value

Next Steps: No value

2020/10/13

Vilna Fire Department: 100%

Scott Franchuk: Achievements:

Vilna Fire was out at 7 collisions, 2 fires, 2 medicals and 2 fire alarms

The department hosted 4 training nights

5 members attended the first 1/2 of the Basic Fire Grounds Operations Course

Engine 401 pump heater was fixed at County Shop

Both Engine pumps were drained and ready for winter operations

Review new Covid-19 protocols

Challenges: No value

Next Steps: No value

2020/10/13

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    Fire Investigation Association of Alberta National Wildfire Investigation Workshop - Nov 17-19 postponed

                                          S 300 - Basic Fire Ground Opertaions: Nov 14-15 completeded

    Nov 28-29 was postponed due to Covid-19

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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             Next Steps: No Value
                                                                                                                                                                           Next Steps: November
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    Challenges: No value
                                                                                                                                Challenges: No value
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          Scott Franchuk:
                                                                                                                                                                                                            2020/10/13
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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          -> Attend Regional Spring Fire Meeting
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 Conference and Regional Meetings
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 - Formal Training (Summer)
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  -> Formal Training (Spring)
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        Council Member Inquiry (FIRE): 100%
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            -> Attend Fire Chiefs Conference
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    Mock Disaster Training every
                                                                                                                                                                                                                                                                                                                                                                                             Smoky Lake Region Fire and
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      -> Formal Training (Fall)
                                                                                                                                                                                                                                                                                              Fire Meeting - Smoky Lake
                                                                                                                                                                                                                                                                                                                                                             -> Fire Meeting - Waskatenau

    Junior Fire Summer Camp

                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            Complete Presentations
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  → RCMP Liaison Meeting
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         Regional Fire Meeting
                                                                                                                                                                                                                                                                                                                             Fire Meeting - Vilna
                                                                                                                                                                                                                                                                                                                                                                                                                         Rescue Committee
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           Summer Fire Camp
                                                                                                                                                                                                                                                                                                                                                                                                                                                        Complete Training
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            → Plan Fire Training
                                                                                                                                                                                                                                                            Safety Meetings
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           Instruct Courses
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     → Motion # 783-15
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         → Fire Training
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            second year
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2020 FIRE EQUIPMENT STORAGE SHOP RESERVE: 100%

2020 FIRE TRUCK RESERVE: 100%

2020 FIRE EQUIPMENT REPLACEMENT RESERVE: 100%

Scott Franchuk:

Training Activity (FIRE): 100%

2020 AIR BOTTLE REPLACEMENT RESERVE: 100%

2021 FIRE EQUIPMENT REPLACEMENT RESER: 100%

2021 FIRE TRUCK RESERVE: 100%

2021 FIRE EQUIPMENT ST ORAGE SHOP RESERVE - re mo ve d: 100%

2022 FIRE EQUIPMENT REPLACEMENT

2022 FIRE TRUCK RESERVE: 100% **RESER: 100%**

2023 FIRE EQUIPMENT ST ORAGE SHOP RESERVE - removed: 100%

2022 AIR BOTTLE REPLACEMENT RESERVE: 100%

2022 REPLACE 445 SMOKY LAKE WATER TRUCK: 100%

2023 FIRE EQUIPMENT REPLACEMENT RESER: 100%

2023 FIRE EQUIPMENT ST ORAGE SHOP RESERVE - removed: 100% 2023 FIRE TRUCK RESERVE: 100%

2023 AIR BOTTLE REPLACEMENT RESERVE: 100%

2023 REPLACE 403 WASK FIRE TRUCK:

(ES) Attend Joint Health & Safety

(ES) Complete Annual Work Plan Meetings: 12 Meeting(s)

Scott Franchuk:

Achievements: Reviewed and completed in March of 2020

Challenges: No valve

Next Steps: No value

2020/06/09

(ES) Prepare a Draft 5 Year Function

(ES) Attend Annual Safety Meeting

(ES) Prepare Annual Budget

2020 REPLACE TRUCK 410: 100%

(ES) Training Event Form 2020