

Village of Innisfree
Regular Council Meeting
Innisfree Council Chambers
August 16, 2022 @ 5:00 p.m.



AGENDA ADDITIONS

7. New Business

- b. Fire Services Level of Service Policy
- c. Northeast Mayor, Reeves, and Indigenous Leaders Caucus – October 2022

Request for Decision (RFD)

Topic: Fire Services Level of Service Policy
Initiated by: County of Minburn
Attachments: Minburn County Fire Department Fire Services Level of Service Discussion
2022 Regional Fire Services Agreement

Purpose(s):

To review and approve a Level of Service Policy by no later than December 31, 2022, pursuant to Section 3.1 of the Regional Fire Services Agreement as presented by the County of Minburn No. 27.

Background:

1. Section 3.1 of the Regional Fire Services Agreement reads *"The County shall provide fire and emergency services to the level of service described in Schedule "A" to be mutually agreed upon within 12 months of signing of this agreement. Until specific levels of service are agreed to, the County shall provide emergency services to the Village in accordance with the existing levels of service."*
2. With the creation of the Minburn County Fire Department, and the recent Fire Agreements, this has created the need to identify a level of service that the fire department will provide to the Village and County residents, and visitors. The County is asking the Village to confirm the services the County of Minburn Fire Service is authorized to provide and to identify the level or standard to which each service will be performed.

Key Issues/Concepts:

1. The areas of operations for the Fire Department personnel consists of the following:
 - a. Structure Fires / Wildland/Grass Fires / Industrial
 - b. Medical Assists
 - c. Machinery Entrapment/Entanglement Rescue
 - d. Ice Rescue / Water Rescue
 - e. Hi Angle Rope Rescue / Low Angle Rope Rescue
 - f. Fire Inspection/Investigation
 - g. Dangerous Goods
 - h. Motor Vehicle Collision Rescue
2. Each area of operation will have three (3) possible levels of service being Awareness Level, Operations Level, and Technical Level.

Options:

1. As directed by Council.
2. That Council approve the Fire Services Level of Service Policy as presented by the County of Minburn.

Financial Implications:

1. None identified.

Relevant Policy/Legislation:

1. Regional Fire Services Agreement

Political/Public Implication(s):

1. Will demonstrate excellent collaboration and fiscal responsibility for the Village of Innisfree and the County of Minburn.
2. Will strengthen the Village of Innisfree and County of Minburn's regional partnership.

Recommendation:

1. That Council approve the Fire Services Level of Service Policy as presented by the County of Minburn.



Minburn County Fire Department Discussion Paper

Topic: Fire Services Level of Service Discussion

Date: August 12, 2022

Background:

With the creation of the Minburn County Fire Department, and our recent fire agreements, it has created the need to identify a level of service that the fire department will provide to village and county residents, and visitors. The county is asking village to confirm the services the County of Minburn Fire service is authorized to provide and to identify the level or standard to which each service will be performed.

The areas of operations for our fire department personnel usually consist of the following:

Structure Fires	Wildland/Grass Fires
Medical Assists	Dangerous Goods
Machinery Entrapment/Entanglement Rescue	Motor vehicle Collisions Rescue
Ice Rescue	Water Rescue
Hi Angle Rope Rescue	Low Angle Rope Rescue
Fire Inspection/Investigation	Industrial Fires

Each area of operations will have 3 possible levels of service. These levels of service are defined below

- Awareness Level: Responders will recognize risks and hazards secure the area and call for trained assistance.
- Operations Level: Responders will take defensive action to contain and control the incident and seek assistance from outside agencies who have proper training and equipment to mitigate the incident
- Technician Level: Responders will initiate offensive actions to bring the incident under control and to an end.

Below are the areas of operation, our current capability, and the recommended service level from the regional fire chief.

Medical Assists

Current - Awareness Level Red Cross Basic Life Support Training under AHS MFR Program

Recommended - Awareness Level Red Cross Basic Life Support Training under AHS MFR Program

Medical Assists is the most frequent call our fire departments respond to. We currently operate under the AHS MFR program to a basic life support (BLS) level with specialized skills such as spinal restriction Oxygen Therapy ETC. I recommend we remain status quo as it is a valued service as ambulance response is typically a minimum of 20- 30 minutes from time of call. There is a myriad of levels of calls that can be discussed on the merits of the fire department going to but would be enough information to constitute its own discussion paper. If the village would like to explore more in depth which calls the fire department is responding to, I can create a paper for a future meeting.

Motor Vehicle Collisions Rescue

Current Level - Technician
Recommended – Technician

This is our 2nd most frequent call for our fire departments. I would consider this a pillar of the fire department response and we are already currently equipped to perform at the technician level.

Wildland/Grass Fires

Current Level – Technician
Recommended – Technician

Grass fires make up the 3rd most frequent call our fire departments will respond to. I would consider a main pillar of the fire department response and suggest we maintain technician level.

Structure/Vehicle Fires

Current Level - Technician
Recommended – Technician

Structure fires are the 4th most frequent call, I would consider this to be one of the main pillars of the fire department especially when the public thinks of what service a fire department provides. Technician level at a structure fire would consist of interior and exterior fire attack and rescue of possible trapped victims if deemed safe enough for entry for first responders.

Fire Inspection/Investigation

Current Level Technician
Recommended Technician

With the County of Minburn and the Village being joint accredited for fire safety codes it is mandated by the Safety Codes Act that all fires are investigated, and public inspections are done in accordance with our Fire QMP.

Machinery Entrapment/Entanglement Technician Level

Current Level - Technician
Recommended – Technician

While infrequent fire departments are relied upon by EMS to perform this service. Training and equipment are similar for motor vehicle collisions.

Dangerous Goods

Current Level – Awareness
Recommended – Awareness

Dangerous goods calls are very infrequent and require highly specialized equipment and training. Under awareness level fire departments would perform scene security measures and wait for a 3rd party contractor to mitigate the incident.

Industrial Fires

Current Level – Awareness
Recommended - Awareness

Industrial fires require specialized equipment and training. Although we have several oilfield wells, industrial sites, and agriculture chemical/fertilizer sites, the frequency of calls is low to this type of event. Under awareness level our fire departments would form a perimeter around the scene and ensure fire does not spread and wait for a 3rd party contractor to mitigate the incident.

Water Rescue Ice Rescue and Low Angle Rope Rescue

Current Level - Awareness
Recommended - Technician

Very infrequent call currently we lack the equipment and training to perform from a department level. However, no departments around can provide this service in a timely manner either. Getting set up with basic equipment and equipment would require an approximately initial \$20,000 increase to the operation budget and a commitment to ongoing training for our first responders.

High Angle Rope Rescue

Current Level Awareness
Recommended Awareness

Very infrequent call currently we lack the equipment and training to perform from a department level.

Question:

County council has approved the above recommended levels to draft the level of service policy. Is Village Council satisfied with the proposed level of service being provided to its residents and visitors? Are there any changes the Village would like to see?

Fire Service Agreement

This Agreement dated this 01st day of January 2022

BETWEEN:

THE VILLAGE OF INNISFREE
(in the Province of Alberta)
(hereinafter referred to as the "Village")
-AND-
COUNTY OF MINBURN NO. 27
(in the province of Alberta)
(hereinafter referred to as the "County")

WHEREAS: The County and Village is desirous of providing fire protection services to its residents;

AND WHEREAS: The County is agreeable to provide the village with fire protection under such terms and conditions as may be mutually agreeable;

NOW THEREFORE; in consideration of the mutual benefits contained herein, it is hereby agreed between the Village and the County that the County will provide fire protection to the Village pursuant to the following terms and conditions:

1. TERM

- 1.1. This Agreement shall continue in force and effect from January 01, 2022 until till December 31, 2031 unless earlier terminated in accordance with this Agreement.
- 1.2. The fee structure in section 2.2 shall be in effect from January 01, 2022 until December 31, 2026.
- 1.3. The fee structure will be reviewed in 2026 by Dec 31st for the remainder of the term of the agreement. Any changes in fees will be done via mutual agreement. If the Village and County cannot come to mutual agreement, the dispute resolution process contained within the Intermunicipal Collaboration Framework (ICF) shall be utilized.
- 1.4. In the event the parties wish to extend or renew this Agreement beyond the expiration date, the Parties shall, no less than six months prior to the expiration of this Agreement, engage in good faith negotiations. Should the parties commence such negotiations as confirmed by both parties in writing by that time, this Agreement will remain in effect until a new agreement is signed, or either party chooses to terminate this Agreement in writing by providing the other party with no less than three months' notice.

2. VILLAGE OBLIGATIONS

- 2.1. The Village shall declare the County of Minburn the Fire Authority in the Village of Innisfree.
- 2.2. The Village shall provide the County with an annual payment of \$5,000 for fire services until 2026. This payment is inclusive of all operating and capital obligations of the Village for fire services.

- 2.3. The Village shall adopt a joint fire safety codes quality management plan with the County acting as the managing partner for the Fire QMP
- 2.4. The Village shall maintain municipal fire hydrants.
- 2.5. The Village shall provide water from municipal hydrants for fire department emergencies and training at no cost to the County.
- 2.6. The Village shall provide priority snow clearing at the Firehall.
- 2.7. The Village shall assist the County in collecting fire response related charges from property owners or their insurer. Any fees collected from Village residents for fire services will be paid to the County. Fees will be uniform across both municipalities as per the County of Minburn's Master Rates Bylaw, as amended, and the Village will take all steps necessary to implement such fees in the Village.
- 2.8. The Village shall continue to pay the fire dispatch service fee provided by EC911 or its successor.

3. COUNTY OBLIGATIONS

- 3.1. The County shall provide fire and emergency services to the level of service described in Schedule "A" to be mutually agreed upon within 12 months of signing of this agreement. Until specific levels of service are agreed to, the County shall provide emergency services to the Village in accordance with the existing levels of service.
- 3.2. The County shall manage all aspects of the fire service operationally and administratively.
- 3.3. The County shall respond to all incidents which originate within the boundaries of the Village as soon as reasonably possible on a 24 hour per day 365 days per year basis, in accordance with the agreed upon level of service in Schedule "A" and subject to the resources available to the County with respect to personnel and equipment at the time of such incident.
- 3.4. The County shall provide fire prevention, fire inspection, and fire investigation services in accordance with the Alberta Safety Codes Act.
- 3.5. The County shall adopt and act as the managing partner for a joint fire safety codes Quality Management Plan (QMP) with the Village.
- 3.6. The County shall be responsible for all costs associated with the operation of the fire department, except as otherwise set out herein.
- 3.7. The County shall supply Apparatus and Equipment which meets the certification requirements of The National Fire Protection Association (NFPA 1901), Underwriters' Laboratory (ULC-S515).
- 3.8. The County agrees to provide fire services as an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee, or agent of the Village.
- 3.9. The County will provide a written report on fire service-related activities to the Village monthly and the regional fire chief will attend a Village council meeting annually or upon request.

4. TRANSFERS AND MANAGEMENT

- 4.1. The Village shall transfer all owned and joint owned fire department related equipment to the County concurrent with the execution of this Agreement

- 4.2. The Village shall transfer ownership of the fire hall located at 4903 51 St Innisfree, Alberta (the "Fire Hall") to the County at no cost.
- 4.3. The County shall become the sole owner of all fire department related equipment and will manage the equipment accordingly.
- 4.4. In the event the County offers up for sale the Fire Hall, or if this Agreement is terminated, the Village will be given first right of refusal to own the Fire Hall at no cost.
- 4.5. The County shall be solely responsible for funding the replacement of any future purchases of apparatus or equipment as it deems necessary to meet the applicable level of service.
- 4.6. The County shall accept all existing officers and firefighters on the roster at the time of signing of this Agreement, provided that it shall have no liability for any obligations pre-dating the effective date of this Agreement and shall have exclusive responsibility for determining any appointments or personnel matters following the effective date.

5. COMPLIANCE

- 5.1. The County will comply with the *Occupational Health and Safety Act, The Workers' Compensation Act* and all other laws in force in Alberta relevant to the provision of the Services if applicable.

6. INDEMNITY AND INSURANCE

- 6.1. The Village shall indemnify and hold harmless the County, together with its employees, agents, and volunteers, from any and all claims, demands, actions and costs that may arise, directly or indirectly, from the negligence or wilful misconduct in the performance of this Agreement by the Village or its employees, agents or volunteers, and for any obligations or liabilities of any kind relating to the Fire Hall, the officers and firefighters, fire equipment or other matters relating to the fire department or the Village's fire and emergency services arising prior to the effective date of this Agreement..
- 6.2. The County shall indemnify and hold harmless the Village, together with its employees, agents and volunteers, from any and all claims, demands, actions and costs that may arise, directly or indirectly, from the negligence or wilful misconduct in the performance of this Agreement by the County or its employees, agents or volunteers.
This clause shall survive the expiry of this agreement.
- 6.3. The County shall carry a minimum of \$20,000,000 liability insurance to cover the activities associated with the provision of services under this agreement.

7. FORCE MAJEURE

- 7.1. The County shall not be liable to the Village for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen from Force Majeure. For the purposes of this Agreement, Force Majeure means any cause not within the control of the County including, without limitation, interruption of telecommunications, gas, electric, or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars

blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions,

- 7.2. Where the County is prevented from carrying out its obligations hereunder due to Force Majeure, the County shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Village and the County shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the event of the Force Majeure.

8. RECORDS MANAGEMENT, ACCESS, COPYRIGHT AND FOIP

8.1. The County will provide, maintain, and manage a records management system using the most current reporting software.

8.2. The County shall treat all records and information provided or made available by the Village to the County for the purpose of fulfilling the County's or the Village's obligations under this agreement as privileged and confidential. The County shall not use or disclose such records or information for any other purpose without the written consent of the Village.

8.3. The County acknowledges that this Agreement and all records received, collected, produced or stored by the County pursuant to this agreement, with the exception of the county's own administrative, financial, or human resource management records, belong to and shall remain under the control of County and are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act ("FOIP)*. Upon notification by the Village of a receipt of an access to information request, the county shall provide to the Village copies of all records specified by the Village within 30 days of the notification.

The County acknowledges that the Village may release this agreement and attachments according to the FOIP Act.

This clause shall survive the expiry of this agreement.

9. TERMINATION

9.1. This agreement can only be terminated if both parties mutually agree. Upon mutual agreement to terminate the contract shall remain in place for a minimum of two (2) years.

10. MECHANISM TO ADDRESS ISSUES

10.1. As issues arise between the Village and the County with respect to general service, policies and minor concerns, such issues shall be resolved as follows:

10.2. The Village may submit the issue via email to the Director of Protective Services of the County. The County may submit the issue via email to the CAO of the Village of Innisfree.

10.3. The Village and County administrations shall meet to bring a resolution to the issue. The meeting shall consist of a minimum:

- i. Village CAO
- ii. County CAO

- iii. County Director of Protective Services
- iv. Any other Village or County administration employees deemed appropriate
- 10.4. If a resolution is not found, the Intermunicipal Committees of the Village and County shall meet to resolve the issue.
- 10.5. If there is no resolution via the above process, the dispute resolution process contained within the Intermunicipal Collaboration Framework (ICF) shall be used.
- 10.6. The parties agree to work together in good faith to achieve a timely resolution to any issues, and whether either party has made such reasonable efforts and is satisfied a resolution cannot be achieved, it may provide notice in writing to advance to the next stage of the dispute resolution process set out above.

11. GENERAL TERMS

- 11.1. Time is of the essence in this Agreement.
- 11.2. This Agreement inures to the benefit of and is binding upon the parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligation under this Agreement without the express written consent of the other party.
- 11.3. This Agreement superseded any previous agreements made between parties with respect to fire services.
- 11.4. The fees paid by the Village under this agreement entitles the Village to fire services as described and not to ownership of any current or future acquired assets, which shall at all times remain the property of the County.
- 11.5. No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.
- 11.6. If at any time during the continuance of this agreement, the parties consider it necessary to amend this agreement, they may do so by a written document signed by each party.
- 11.7. The County acknowledges that the Village has no obligation to renew, extend or offer a new contract at the end of the term of this Agreement.
- 11.8. The Village acknowledges that the County has no obligation to renew, extend or offer a new contract at the end of the term of this Agreement.

12. NOTIFICATIONS

- 12.1. Any notices or correspondence in writing about this Agreement to deliver by personal deliver addressed top the Party at the following address:

County of Minburn No 27
Box 550 Vegreville Alberta T9C 1R6
Attention: Chief Administrative Officer

Village of Innisfree
PO Box 69 Innisfree Alberta T0B 2G0
Attention: Chief Administrative Officer

The parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

IN WITNESS WHERE OF, the parties here to have set their hands and seals.

This 12 Day of January 2021

VILLAGE OF INNISFREE

COUNTY OF MINBURN NO. 27

MAYOR

CAO

REEVE

CAO

SCHEDULE "A"

The Village and County shall agree to create and ratify a Level of Service Policy no later than December 31st, 2022.