



Dear Wagoner County Resident,

As you may be aware, the City of Coweta has been providing rural fire and ambulance service to unincorporated areas of Wagoner County for many years. These areas lie within what is referred to as Coweta's fence line. Residents who live within the City of Coweta have traditionally paid monthly service dues that gave them access to City services like water, sewer, ambulance and fire protection. These dues ranged anywhere from \$650 to \$1,000 per year based on the resident or business. In an effort to provide a similar service with regards to fire protection and ambulance service, Coweta determined that a voluntary dues structure for the County residents living outside the city limits was a good solution. Considering the fact that Coweta could not offer water, sewer or trash pickup service in the county, it was decided to offer fire protection and ambulance service at a discounted rate. This voluntary dues system was implemented and has existed for several years.

In 2010, Coweta's City Council decided to review this voluntary dues structure for several reasons. These reasons included lack of participation, address tracking for county residents, lack of fire service resources within the City and the high rate of fire and ambulance calls outside the city limits. In an effort to rectify these issues, Coweta reached out to several agencies in June of 2010 to request help in coming up with a solution. In the past year, there have been several options explored and discussed. The common factors that arose from these discussions were response times, cost to participants, insurance costs and tax increases. Coweta's City Council considered all of these factors with their primary focus being to protect the City of Coweta's corporate limits. With that in mind, the City Council has come up with a solution that will be mutually beneficial to both the residents of the City and the county residents living in the unincorporated areas of Coweta's fence line.

There are three primary benefits recognized from Coweta retaining their current fire service and ambulance coverage area. The first is that the City of Coweta's residents are protected while continued fire and ambulance service on a full time basis is offered to those living in Coweta's fence line. The second is that all parties living within Coweta's fence line continue to receive the current ISO rating and their homeowner's insurance should remain unchanged (at least with regards to ISO, fire service ratings). Finally, if at any time Coweta is unable to respond, those residents would receive a "mutual aid" response, from the next closest fire or ambulance service, to their location. The final result of this decision is that as a resident of Wagoner County living within Coweta's fence line, you will continue to receive the same excellent fire and ambulance service you expect from the City of Coweta.

In closing, there is something you can do to help. If you live in the described area (and you probably do if you are receiving this letter), it is recommended that you pay your annual voluntary dues. This not only allows you to continue to receive excellent 24x7x365 full-time fire and ambulance service, it allows you to benefit from Coweta's ISO rating and receive better homeowners' insurance rates. Finally, one component to consider is that fire service does not always apply to a fire. If you have a car accident, you can still depend on Coweta Fire Department to be available on that same 24/7/365 schedule, thereby giving you peace of mind for you and your family. If Coweta is able to collect adequate dues, the City Council intends to aggressively pursue the construction of a second fire station to complement the existing fire service with even more manpower and equipment. It becomes evident that this program has far reaching benefits and you as a county resident will continue to benefit by simply paying your voluntary dues.

City of Coweta
Coweta Rural Fire and Ambulance Services Program Contract

Name: _____
Mailing Address: _____
Telephone: _____

The undersigned is the owner(s) or lessee(s) of property located within the unincorporated areas of Wagoner County. The undersigned hereby requests that the City of Coweta provide rural fire and ambulance services to this property in accordance with Coweta City Council Resolution No. 2012-19. The undersigned further represents that this property is:

1. Located within the unincorporated area of Wagoner County, Oklahoma, and;
2. Not currently provided fire or ambulance service by any other entity, and;
3. Not owned by a federal, state, county, or other local government entity, and;
4. Not primarily used for the storage, distribution, sale, transportation and/or disposal of flammable liquids and/or gasses, or hazardous, dangerous, and/or materials or activities regulated by federal or state law.

The undersigned acknowledges and agrees that the rural fire and ambulance services rendered under this contract are provided under the terms and conditions attached hereto and that said owner(s) or lessee(s) shall pay any and all charges for such service(s) in accordance with said terms and conditions.

The undersigned further acknowledges that the City of Coweta is protected by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq., and/or 11 O.S. §29-108 for any tort claim in regard to the provision of public safety services.

The term of service shall begin upon acceptance by the City of Coweta.

Executed this _____ day of _____, _____.

Property Owner or Lessee

Property Owner or Lessee

Acceptance

The above owner(s) or lessee(s) meets the requirements set forth in Coweta City Council Resolution No. 2012-19, has tendered the required fee, and is accepted into the Coweta Rural Fire and Ambulance Service Program Contract, effective this _____ day of _____, _____.

City of Coweta Representative

City of Coweta
Coweta Rural Fire and Ambulance Services Program Contract
Terms and Conditions

The City of Coweta agrees to provide rural fire and ambulance services to owner(s) or lessee(s) of property located in unincorporated areas of Wagoner County in accordance with Coweta City Council Resolution No. 2012-15. The City of Coweta makes no other representations or promises as to the delivery of such services by entering into this contract. Furthermore, this contract shall be effective on the date of acceptance by the City of Coweta.

The Coweta Rural Fire and Ambulance Service Program Contract and Terms and Conditions forms must be signed and returned to the City of Coweta, along with payment based upon the following per name fee schedule: (a) \$250.00 per year for non-commercial land and/or (b) \$750.00 per year for commercial land. Payment may be made either in full, or in monthly installments with the first and last month's payment due when the forms are submitted to the City of Coweta. For those property owners who participate in the monthly installment plan, an additional \$1.67 monthly service fee will be assessed with each subsequent payment, and will be due on or before the first day of each month. For those property owners who participate in the monthly installment plan, and become at least sixty (60) days in payment arrears, the account will be finalized and the voluntary rural fire and ambulance subscription service for that named account will be terminated.

It should be noted that the City of Coweta will invoice property owners for all public safety services rendered. For those subscribers who have insurance coverage for these such calls, the City of Coweta agrees to accept payment from the insurance provider and further agrees to waive any remaining balance otherwise due and owed the City of Coweta. For those subscribers who do not have insurance coverage for public safety service calls, the property owner will be responsible for payment in full, at the approved rate, for all services rendered.

Service shall be subject to the availability of City of Coweta personnel to respond, with the City of Coweta maintaining appropriate staffing levels within the city limits in order to protect the Coweta corporate limits. If the City of Coweta is unable to respond due to inadequate staffing levels or other unavoidable situation, the City of Coweta will request a mutual aid response from other department(s) within the area.

This contract shall not cover fire and ambulance services rendered by other departments called to assist the City of Coweta under a mutual aid, inter-local or other similar assistance agreement since charges for such services shall be billed at the discretion of the assisting department. The decision whether to utilize the resources of another department(s) rests exclusively with the City of Coweta and the City of Coweta shall not indemnify, hold harmless, or otherwise reimburse an owner(s) or lessee(s) of property for charges incurred for the service of another department(s).

The parties recognize that the availability of continuing rural fire and ambulance service is dependent on a number of factors beyond the control of the landowner and City of Coweta, and that the City of Coweta can terminate this agreement, for any abuse of rural services, with thirty (30) days written notice to the property owner(s) and return any unused subscription fees previously paid.

Whenever a fire crosses property boundaries, the cost of services provided by the City of Coweta to extinguish such fire shall be apportioned among the owner(s) or lessee(s) of properties receiving such services. The cost for services provided shall be based upon the amount of service provided to each property, as determined by the Coweta Fire Chief or designee.

This contract for service is transferrable to successor property owner(s) or lessee(s).

Executed this _____ day of _____, _____.

Property Owner or Lessee

Property Owner or Lessee