

To: Mayor and Members of Council

December 12, 2011

Re: Fire Protection Agreement

### **Background**

The Fire Protection Agreement between the 4 urban municipalities and the RM of Edenwold was brought to the November 28<sup>th</sup> Council meeting for Council's consideration. Council felt that there should be some additions to the agreement, such as:

- consideration of RM installing wet/dry hydrants north of Highway No. 1
- explanation of covering costs for contracting equipment for fire protection within the RM of Edenwold

### **Discussion**

The Fire Commission Committee met on December 5<sup>th</sup>, and the items listed above were discussed at this meeting. However the consensus was to leave the agreement as is for now and perhaps there will be more things that the committee will want to add to the agreement and an amendment can be made at that time.

### **Budget Implications**

none

### **Conclusion**

The Fire Protection Agreement is an agreement between the 4 urban municipalities and the RM of Edenwold for fire protection services throughout the RM. The term of the agreement is five (5) years, beginning on January 1, 2012 and ending on December 31, 2016. As the Committee begins to work together there may be other amendments to the agreement that need to be considered.

### **Recommendation**

Administration recommends that Council pass the following motion:

"THAT the Fire Protection Agreement between the Town of White City, Town of Balgonie, Town of Pilot Butte, Village of Edenwold and the RM of Edenwold be approved and attached hereto."



*Town Manager*

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Shauna Bzdel".

Shauna Bzdel,  
Town Manager

**Fire Protection Agreement**

Memorandum of Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2011.

BETWEEN:

**THE TOWN OF BALGONIE; THE TOWN OF PILOT BUTTE;  
THE TOWN OF WHITE CITY; THE VILLAGE OF EDENWOLD**  
(Hereinafter referred to as the "Town/Village")

OF THE FIRST PART

**THE RURAL MUNICIPALITY OF EDENWOLD NO. 158**  
(Hereinafter referred to as the "RM")

OF THE SECOND PART

WHEREAS the parties hereto are desirous of providing in this agreement for the following:

- (a) An association of the parties for the purpose of establishing a "fire protection region" and to provide fire protection services to all residents within its boundaries. (Hereinafter called the "Region").
- (b) The constitution of the White Butte Regional Fire Commission to administer the operation of fire protection in the Region (Hereinafter called the "Commission") in accordance with the boundaries as outlined in Section 2.
- (c) The constitution of representative Fire Departments to provide volunteer recruitment, training, and deliver fire protections services in the Region (Hereinafter called the "Fire Department").
- (d) The contribution of the RM to the operating expenses incurred in providing fire protection in the said Region, attached in Schedule A – Remuneration.
- (e) The respective contribution of each party to its own Fire Service Capital Reserve, attached in Schedule B – Fire Service Capital Reserve.

WHEREAS Section 8 (1) and Section 42 of *The Municipalities Act* provides for the entering into agreements for the furnishing or receiving of fire-fighting or fire prevention services or equipment between municipalities;

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the premises and mutual covenants, the parties hereto do hereby agree as follows:

## **Fire Protection Agreement**

### **Article III – Mutual Assistance**

- 3.01 The RM covenants that the Fire Chief or his designate shall have the right to decide before, or upon attendance at a fire, that backup or additional fire equipment from any other fire department is required.
- 3.02 The RM further agrees that if the Fire Department is unable to respond to a call within the RM, the Town/Village Fire Chief or his designate may request another fire department to respond to the fire.
- 3.03 The RM further agrees that there is no designation service area for any department having a fire suppression agreement with the RM.
- 3.04 If fire calls occur on RM roads or a highway the Town/Village will bill SGI directly, where SGI accepts liability.

### **Article IV – Liability**

- 4.01 Except in the case of gross negligence, the RM covenants and agrees to waive and discharge all claims, demands, suits and actions that it may have at any time against the Town/Village, the Fire Department, and firefighters of the Fire Department that may occur or arise as a result of the performance of the Fire Department hereunder in attending and participating in extinguishing a fire, or withdrawing from a fire or failing to attend to fight a fire.
- 4.02 Except in the case of gross negligence, the RM undertakes and agrees to indemnify and save the Town/Village harmless from any and all claims, suits or demands made against the Town/Village by residents of the RM and claimants against the RM of whatsoever nature arising out of or resulting from the actions undertaken by the Fire Department in accordance with the terms and conditions of this Agreement.

### **Article V – Miscellaneous Obligations**

- 5.01 The RM shall appoint during the term of this Agreement, a Local Assistant to be responsible to carry out the Local Assistant duties as required by *The Fire Prevention Act, 1992*.
- 5.02 The RM shall appoint emergency contact telephone numbers, including that of the Local Assistant for purposes of obtaining authorization to incur necessary costs over and above that listed in Article VI.
- 5.03 The Fire Chief or his designate shall provide the Administrator of the RM of Edenwold with a copy of the "Fire Department Report and Response Information" within 24 hours of responding to a fire call within the RM.

**Fire Protection Agreement**

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

**THE RURAL MUNICIPALITY OF EDENWOLD NO. 158**

Reeve \_\_\_\_\_

Administrator \_\_\_\_\_

SEAL

**THE TOWN OF BALGONIE**

Mayor *[Signature]*

Administrator *Valerie Hubbard*



SEAL

**THE TOWN OF PILOT BUTTE**

Mayor \_\_\_\_\_

Administrator *[Signature]*



SEAL

**THE TOWN OF WHITE CITY**

Mayor \_\_\_\_\_

Administrator \_\_\_\_\_

SEAL

**THE VILLAGE OF EDENWOLD**

Mayor *[Signature]*

Administrator *Christine Galbraith*



SEAL

**Fire Protection Agreement**

**SECTION 2 – WHITE BUTTE FIRE PROTECTION REGION**