

To: Mayor and Members of Council

December 20, 2010

Re: 2011 Fire Suppression Agreement

### **Background**

The Fire Suppression Agreement with the RM of Edenwold, for the Town of White City to provide fire protection services within the RM of Edenwold, expires December 31, 2010. This has been before Council at the last two Council meetings, and at the last meeting Council requested Administration to negotiate an agreement with the RM of Edenwold Administration that included a clause stating that once the White Butte Fire Committee has established appropriate fire protection rates, that those rates would be retroactive to January 1, 2011.

### **Discussion**

The Council for the RM of Edenwold did not approve adding a 'retroactive' clause into the proposed fire protection agreement. The RM of Edenwold Council approved a 1 year agreement for Fire Protection for the fee of \$50,000.

According to Councillor Slack the White Butte Fire Committee is relatively close to finalizing the information required to establish the capital and operating costs of fire protection. Based on knowledge that the Fire Commission will be making recommendations to the White Butte Regional Planning Committee in the first half of 2011, it would be reasonable to offer the RM of Edenwold a six month fire protection agreement.

### **Budget Implications**

None.

### **Conclusion**

The White Butte Fire Committee will be finalizing their information and making recommendation to the White Butte Regional Planning Committee in regards to accurate fire protection costs hopefully in the first half of 2011. With the uncertainty around the true costs of fire protection, it would be fair to offer a fire protection agreement to the RM of Edenwold for a portion of the year and then hopefully renegotiate a new agreement once we have the recommendations from the White Butte Fire Committee.

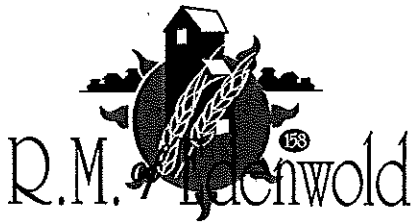
## Recommendation

Administration recommends that Council approve a Fire Suppression Agreement with the RM of Edenwold for a portion of 2011, with the fees prorated as such.

Respectfully submitted,



Shauna Bzdel,  
Town Manager



Box 10, Balgonie, Saskatchewan, S0G 0E0

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December 8, 2010

Town of White City  
Attn: Town Council  
P. O. Box 220 Station Main  
White City, SK  
S4L 5B1

Dear Mayor and Council:

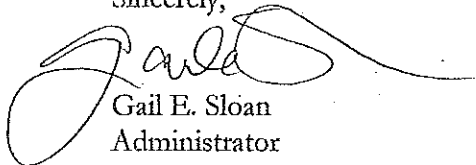
**Re: 2011 Fire Suppression Agreement (AMENDED)**

Please find the enclosed 2011 Fire Suppressant Agreement for consideration at your next Council meeting. The annual fee has been amended to \$50,000.00 and acknowledge the changes that were agreed to in 2010.

I am sorry to advise that, while Council is in full support of the White Butte Fire Committee and look forward to any recommendations they will be able to provide us, they are not prepared to include an Article to reference any future recommendations by the Committee at this time.

Thank you for your consideration in this matter and we await your response.

Sincerely,



Gail E. Sloan  
Administrator

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Enc

**Fire Protection Agreement**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2010.

BETWEEN:

**THE TOWN OF WHITE CITY**  
(hereinafter referred to as the "Town")

OF THE FIRST PART

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

OF THE SECOND PART

WHEREAS the RM wishes to obtain fire suppression services from the White City Fire Department which is owned, operated and maintained by the Town (hereinafter called the "Fire Department"); and

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 premiss and mutual covenants, the parties hereto do hereby agree as follows:

**Article I**

- 1.01 It is understood and agreed that the Town is to provide fire pumper services, water tanker and First Responder services to the residents of all areas within the RM provided that all agreements with other Fire Departments are intact. The first response area is within the area outlined in red on the attached map forming part of this agreement as Schedule A.
- 1.02 The Town shall begin performing the obligations stated in Article 1.01 the first day of January 2011. It is understood that each party to this Agreement must adopt the terms of this Agreement by Council resolution prior to execution.

**Article II**

- 2.01 This Agreement is subject to the following conditions for benefit of the Town:
  - (a) Dispatching of the Fire Department to the scene of a fire will be the responsibility of the Town Fire Chief, or his designate; all actions shall be in accordance with the standard operating guidelines of the Fire Department and in accordance with the provisions of this Agreement.
  - (b) The Town makes no representations or warranties as to the condition,

## **Fire Protection Agreement**

adequacy, nor sufficiency of the vehicles, equipment or personnel of the Fire Department.

- (c) In the event that a fire should occur in both the Town and the RM at the same time, the Fire Department shall firstly attend to the fire in the Town; and if a fire should occur in the Town while the Fire Department is attending to a fire in the RM, the Town Fire Chief or his designate may withdraw the Fire Department from attending the fire in the RM at the discretion of the Fire Chief or his designate.
- (d) In the event of inclement weather or poor road conditions existing, the Town Fire Chief or his designate may, in his sole discretion, decide not to dispatch the Fire Department in answer to a call for fire assistance in the RM.
- (e) In the event the Fire Department is not equipped or capable of fighting any particular fire, the Town Fire Chief or his designate may withdraw the Fire Department from attending, commencing or continuing to fight such fire.

2.02 The Town covenants and agrees for the benefit of the RM as follows:

- (a) The Town shall maintain the equipment of the Fire Department in such operating order as will allow the Fire Department to fulfill its obligations hereunder.
- (b) The Town shall respond to any fire in the RM as may be required hereunder and in accordance with the standard operating guidelines of the Fire Department, subject to the terms and conditions of this Agreement.
- (c) The Town shall engage such fire-fighting personnel as may be required to provide the services required hereunder.

## **Article III - Mutual Assistance**

- 3.01 The RM covenants that the Town 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; and in this event the RM will honour payment for any charges made by those respective fire departments required as backup.
- 3.02 The RM further agrees that if the Fire Department is unable to respond to a call within the RM, the Town Fire Chief or his designate may request another fire department to respond to the fire; and in this event, the RM shall guarantee payment of all call out fees to the fire department so responding.
- 3.03 The RM further agrees that there is no designation service area for any department having a fire suppression agreement with the RM; and that each department has the right to invoice for fire call outs if more than one department attends and participates at a fire scene. It is further understood that the Town will not invoice for call outs where another fire department first arrived and the White City Fire Department did not actively participate in fighting the fire.
- 3.04 If fire calls occur on RM roads or a highway the Town will bill SGI directly, where SGI accepts liability.

## **Fire Protection Agreement**

### **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, 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 harmless from any and all claims, suits or demands made against the Town 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.

### **Article VI - Remuneration**

- 6.01 The RM shall pay the Town the sum of \$50,000.00; payable on January 1<sup>st</sup>, 2011.
- 6.02 The RM shall pay a false alarm fee as follows:
- |  |                |
|--|----------------|
| first call                                 | no fee charged |
| second call (same location)                | \$250.00       |
| third and subsequent calls (same location) | \$500.00       |

### **Article VII - Term**

- 7.01 The term of the Agreement shall commence January 1, 2011 and end on December 31, 2011. This Agreement may only be extended by execution of a new Agreement.
- 7.02 It is agreed by the parties hereto that either party may terminate this Agreement by providing 60 days written notice to the other party.

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

**Fire Protection Agreement**

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

\_\_\_\_\_  
Reeve

SEAL

\_\_\_\_\_  
Administrator

**THE TOWN OF WHITE CITY**

\_\_\_\_\_  
Mayor

SEAL

\_\_\_\_\_  
Administrator

**Fire Protection Agreement**  
**Article I - Schedule "A"**