

To: Mayor and Members of Council

June 27, 2011

Re: RM of Edenwold – Fire Protection Agreement

### **Background**

The Town of White City provides the RM of Edenwold with fire protection services. The Town and the RM have an agreement for services, and the compensation for the services for the first half of 2011 was \$25,000.

The White Butte Regional Fire Committee was tasked with analyzing the current fire services and the actual cost of those services, both operating and capital. At the May 30, 2011 Council Meeting, a report from the Fire Committee was presented to Council. This report suggested that the current fire agreements with the RM of Edenwold continue to the end of 2011. For 2012 – 2016 the suggested fee charged for fire protection services to the RM of Edenwold is \$52,000/year for the Town of White City.

In addition to the fire protection agreements, each municipality is urged to establish a fire services reserve fund that will be used to fund capital expenditures made in the future for the Region.

At the May 30<sup>th</sup>, 2011 Council Meeting, Council endorsed the report provided by the White Butte Regional Fire Committee.

### **Discussion**

The Fire Protection Agreement between the Town of White City and the RM of Edenwold expires on June 30<sup>th</sup>, 2011. The RM of Edenwold is requesting to extend the current agreement to the end of 2011, for a fee of \$25,000.

Please see the attached agreement.

This agreement basically only covers the operating costs of providing fire services. Currently we are charging \$50,000/year for fire services.

### **Budget Implications**

This amount has been budgeted for in the 2011 Budget.

## **Conclusion**

The recommendation from the Regional Fire Committee for fire services fees is very close to what the RM of Edenwold currently pays to the Town of White City. Starting in 2012 a reserve fund is recommended to be established for capital purchases.

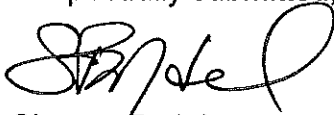
Therefore, any capital prior to 2012 is not included in the recommendation for compensation. Since Council endorsed the Regional Fire Committee Report, and in that report it is suggested that the current fees remain for the balance of 2011. It is Administrations suggestion that Council approve the attached fire agreement to extend fire protection services to the RM of Edenwold to the end of 2011 for a fee of \$25,000.

## **Recommendation**

That Council pass the following motion:

"THAT the Fire Protection Agreement between the Town of White City and the RM of Edenwold be approved and attached hereto."

Respectfully submitted,



Shauna Bzdel,  
Town Manager

## Fire Protection Agreement

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

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 \$25,000; payable on July 1, 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 July 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"**