

THE RURAL MUNICIPALITY OF BONE CREEK NO. 108  
BYLAW NO. 2018-02

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT  
REGARDING FIRE PROTECTION

The Rural Municipality of Bone Creek No. 108, in the Province of Saskatchewan, enacts as follows:

The Town of Shaunavon is hereby authorized to enter into an agreement with the

Rural Municipality of Wise Creek No. 77, and  
Rural Municipality of Grassy Creek No. 78, and  
Rural Municipality of Arlington No. 79, and  
The Town of Shaunavon

to provide for joint fire protection and rescue services. A copy of the agreement is attached hereto and forms part of this bylaw and can be identified as Exhibit "A".


1. The Reeve and Administrator of the Rural Municipality of Bone Creek No. 108 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
2. Bylaw No. 2016-06 is hereby repealed.



  
Reeve

  
Administrator

Read a third time and adopted  
this 10<sup>th</sup> day of January

2018  
  
Administrator



## MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF SHAUNAVON, a municipal corporation continued pursuant to the provisions of *The Municipalities Act*, as amended hereinafter referred to as “the Town”;

THE RURAL MUNICIPALITY OF WISE CREEK NO. 77;  
THE RURAL MUNICIPALITY OF GRASSY CREEK NO. 78;  
THE RURAL MUNICIPALITY OF ARLINGTON NO. 79;  
THE RURAL MUNICIPALITY OF BONE CREEK NO. 108

all municipal corporations continued pursuant to the provisions of *The Municipalities Act*, referred to as “the RM’s”

### PREAMBLE

WHEREAS each of the parties desires to make provision for the controlling and extinguishing of fires which originated or are burning in their respective boundaries;

AND WHEREAS the parties wish to provide fire protection activities and such other activities which may include but not limited to:

- Fire prevention and protection,
- Emergency response services,
- Inspections of premises for conditions that may cause a fire, increase the danger of fire or otherwise increase danger to persons or property,
- Rescue, including the use of forcible entry techniques and tools,
- Urban search and rescue,
- Assistance in response to other classes of circumstances that may cause harm to persons or damage to property; and
- Emergency services related to dangerous goods and the protection of persons and property from injury or damages that may result from an emergency involving dangerous goods.

AND WHEREAS the parties can better meet their obligations in this regard by pooling their respective resources;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

### ESTABLISHMENT

The fire department shall be known as the Shaunavon and District Fire and Rescue (SDFR).

### SCOPE OF SERVICES PROVIDED

1. The Shaunavon and District Fire and Rescue shall, to the extent possible given the resources available, be responsible for controlling and extinguishing fires which originate or are burning within the boundaries of any of the parties.

The decisions as to

- (i) whether or not to respond to a request for firefighting services and
- (ii) what resources to commit in response to such a request, shall be made by the Fire Chief. In making such decisions, the Fire Chief shall abide by the following guidelines:
  - 1) Priority should be given to calls within the boundaries of the parties;  
Personnel and equipment may be dispatched outside of those boundaries pursuant to a mutual aid agreement if, in the opinion of the Fire Chief, the need is dire and the ability to fight a fire within member municipalities' boundaries will not be unduly compromised.

GOVERNANCE

It is hereby agreed that the Shaunavon and District Fire and Rescue Committee and the Emergency Measures Control Committee will become one Committee, hereinafter referred to as "the Committee". The Committee shall consist of one representative from each member municipality appointed by resolution of the respective council. An additional representative may be appointed to attend meetings; however, may not vote.

At the first meeting of every calendar year, the Committee shall appoint a chairperson and a co-chairperson.

The Committee shall deal with the business of the Emergency Measures Organization Control Committee and of the Shaunavon and District Fire and Rescue Committee at each and every meeting held.

The Town of Shaunavon shall be, and is hereby designated, as the administrative headquarters of the Shaunavon and District Fire and Rescue Committee.

FUNDING - REVENUE

1. Fire calls within the limits of the Town of Shaunavon are at no charge. However, the committee may charge under specific circumstances when allowed by legislation.

2. Fire calls within the limits of the member municipalities to be billed out at:

Initial callout and first hour	\$1,000
Second hour onwards	\$ 500 per hour – capped at \$2,500
supplies used in callout	Cost plus 10%
Mutual Aid Requests	SDFR Fee plus the responding fire department fees

3. Fire calls outside the limits of the member municipalities to be billed out at:

Initial callout and first hour	\$1,000
Second hour onwards	\$ 500 per hour – capped at \$5,000
supplies used in callout	Cost plus 10%
Mutual Aid Requests	SDFR Fee plus the responding fire department fees

This cap will only apply to mutual aid agreements with other municipalities that include the same cap. All mutual aid agreements entered into by member municipalities must be approved by SDFR.

4. Fire calls to any location that are deemed by the Fire Department to be a false alarm (within one calendar year time frame) to be billed out at:

First call	No charge (with notification that any additional call will be invoiced)
Second call	\$500
Each additional	\$500 + an additional 25%

5. Rescue calls to be billed out at the maximum insurance rates.

6. Computation of time charged to be based on time of departure from the fire hall until the time returned to the fire hall. Time charged over the initial one-hour minimum charge will be pro-rated to the nearest ½ hour.

7. The revenues collected for fire/rescue calls to be split amongst the member municipalities based on the same formula as the expenditures and held in reserve for future expenditures as follows:
 

Rural Municipality of Wise Creek No. 77	10%
Rural Municipality of Grassy Creek No. 78	22.5%
Rural Municipality of Arlington No. 79	22.5%
Rural Municipality of Bone Creek No. 108	22.5%
Town of Shaunavon	22.5%
8. The Town to be responsible for billing out and collecting all fire and rescue calls as per the rates within this agreement, any bills not collected within the RM's at December 31<sup>st</sup> in the year of billing, to be billed directly to the member municipalities.
9. The Fire Department may, by fund raising campaigns, assist SDFR in the purchase of additional equipment as deemed necessary in the opinion of SDFR and the Fire Chief.

FUNDING EXPENDITURES (Fire Department, Equipment and Repairs)

1. All operating expenses of the Shaunavon and District Fire and Rescue to be split (as identified in the revenue section 6 above)
 

Rural Municipality of Wise Creek No. 77	10%
Rural Municipality of Grassy Creek No. 78	22.5%
Rural Municipality of Arlington No. 79	22.5%
Rural Municipality of Bone Creek No. 108	22.5%
Town of Shaunavon	22.5%
2. The Town of Shaunavon shall financially assume all labour expenditures associated with all SDFR service calls within the Town of Shaunavon limits.
3. The member municipality shall financially assume all labour expenditures associated for all SDFR service calls that are initiated on their municipal property.
4. The Town to pay the bills of the fire department; which includes the following expenses for the fire/rescue trucks, and the personnel operating expenses, but is not limited to:
  - Insurance on the fire/rescue truck and equipment;
  - Repairs, fuel, foam, and related expenses to fire/rescue calls;
  - Communications costs;
  - Workers' Compensation for the firefighters;
  - Insurance for the Firefighters;
  - Firefighters' expenses: conferences, training courses, remuneration;
  - Promotions and prevention programs;
  - Town of Shaunavon administration fee, as set by the committee.
5. Members of the fire brigade shall be remunerated for their services regarding:
  - (a) Firefighting,
  - (b) Meetings and training,
  - (c) Standby on weekends in July and August

It is herein understood that "standby" means staying within the territorial limits of the Town. Standby remuneration is in addition to other remuneration as above if, on that day, they respond to an alarm and/or assist in firefighting.
6. Rates of firefighter remuneration and for the use of private vehicles shall be such amounts as are from time to time adopted by concurrent resolution of the councils of the parties hereto.



#### FUNDING EXPENDITURES (Fire Hall)

1. The Town to be responsible for paying the bills for the fire hall.
2. The fire hall expenses to be divided amongst the municipalities at the same rate as set above (Funding Expenditures Section 1).
3. The fire protection committee to decide on percentages of expenses to be paid by the municipalities for any expenses that may arise that have not been specifically dealt with in the agreement.

#### PERSONNEL/TRAINING

1. The Town shall be responsible to list the volunteer firefighters in their minutes. The list of volunteer firefighters is also to be provided to the Shaunavon and District Fire and Rescue committee for ratification.
2. The fire protection committee to deal with all matters in respect to firefighters: recruitment, training, conferences, remuneration, stand-by requirements, number needed to respond to fires, number needed to remain in Town in case of concurrent calls, fire prevention, promotions, etc.
3. In the absence of the Fire Chief, the Deputy Fire Chief or Fire Chief's Assistant will assume the duties of Fire Chief.

#### EQUIPMENT/ALARM

1. All fire trucks and fire/rescue equipment, as listed in Exhibit "A" to this agreement, will be housed in the fire hall in the Town of Shaunavon.
2. One fire alarm and communications system shall serve the fire department.
3. The Fire Protection Committee to annually inspect all of the equipment and ensure that the maintenance of the fire trucks and equipment is current. The maximum cost to repair or replace any equipment authorized by the Fire Chief to be \$2,000.00.
4. Any amount in excess of the \$2,000.00 value to be brought to the Fire Protection Committee for approval.
5. Any equipment listed in Exhibit "A" to this agreement is considered as owned equally by the Rural Municipality of Grassy Creek No. 78, Rural Municipality of Arlington No. 79, Rural Municipality of Bone Creek No. 108 and the Town of Shaunavon. Disposal value of all listed equipment will remain an asset of these original partners.

#### EFFECTIVE DATE

1. This agreement shall come into force and take effect January 1, 2018 and remain in force from year to year, except that any of the parties hereto may withdraw at the end of any year by giving three months' notice in writing.

