

## Appendix "A" to Bylaw No. 04-2019

An Agreement Between the Rural Municipality of Blucher No. 343 and the Rural Municipality of Aberdeen No. 373 to jointly fund and provide firefighting services.

### Preamble:

Through discussions between the Rural Municipality of Blucher No. 343 and the Rural Municipality of Aberdeen No. 373 both parties decided that it would be advantageous to form a partnership to provide for firefighting services for the northern parts of the Rural Municipality of Blucher No. 343 and southern parts of the Rural Municipality of Aberdeen No. 373. The Rural Municipality of Aberdeen No. 373 does have an agreement for fire protection services with the Town of Aberdeen however the location of the hall and equipment being in the town results in longer response times for the southern portions of their municipality.

The Rural Municipality of Blucher No. 343 maintains a fire protection department located at Sunset Estates which is on Highway No. 5 (response area shown on "Attachment A"), this highway being the southern border of the Rural Municipality of Aberdeen No. 373 and the northern border of the Rural Municipality of Blucher No. 343. In 2015 the Rural Municipality of Blucher No. 343 began proceeding to procure land for the new fire hall and funding for construction. At this time, discussions began as to the possible joint responsibility of the fire hall with the RM of Aberdeen No. 373. The fire hall became operational in October of 2018.

Whereas both municipalities clearly recognize the benefits of providing this joint service, the administration of both municipalities was instructed to develop an agreement to that effect.

### 1. DEFINITIONS

|                       |   |
|-----------------------|---|
| R.M. of Aberdeen      | Shall mean the Rural Municipality of Aberdeen No. 373 as duly incorporated.   |
| R.M. of Blucher       | Shall mean the Rural Municipality of Blucher No. 343 as duly incorporated.  |
| EMS Building          | Shall mean the Blucher/Aberdeen Emergency Services Building located on Parcel A, NW 32-36-03-W3rd adjacent to Highway No. 5.  |
| The Committee         | Shall mean the committee appointed by R.M. of Aberdeen No. 373 and the R.M. of Blucher No. 343 for the purpose of administering this agreement.   |
| The Administrator     | Shall mean the Administrator of the Rural Municipality of Blucher No. 343.  |
| Blucher Service Area  | Shall mean the area within the Rural Municipality of Blucher No. 343 that is serviced by the existing fire hall as shown in Appendix "B". Once the new department is established the service area may be subject to change.           |
| Aberdeen Service Area | Shall mean the area that the Aberdeen & District Fire & Rescue services now. The call for assistance will be determined by the Aberdeen Fire Chief. Once the new department is established the service area may be subject to change. |

## **2. ESTABLISHMENT OF BLUCHER/ABERDEEN EMERGENCY SERVICES BUILDING COMMITTEE**

- a) The Councils of both municipalities shall appoint two members of their councils to sit on a joint committee for the purpose of making decisions regarding the joint emergency services building and emergency services.
- b) The administrator of the Rural Municipality of Blucher shall also be appointed to this committee as secretary as billing and payments are to be made to and by the Rural Municipality of Blucher. The administrator shall not have voting authority.
- c) The committee shall have the authority to make single expenditures of up to \$5,000.00 and aggregated expenditures of up to \$20,000.00 without requiring the approval of both councils. The committee may refer any purchase request to both councils for consideration should they see fit.

## **3. INITIAL CAPITAL COSTS**

- a) It is hereby agreed between both parties that each party shall be responsible for 50% (fifty percent) of the total initial capital cost for the Blucher/Aberdeen Emergency Services Building. The total initial cost shall be calculated as follows:

Total Cost of Building (including utilities, less land costs)

Less: donations from third parties

Less: GST

Equals: Initial Capital Cost

- b) The Administrator shall prepare an itemized invoice providing evidence of the costs associated with the initial capital costs and forward it the administrator for the R.M. of Aberdeen as soon as practical.
- c) With the exception of items which may be unclear or questioned, the R.M. of Aberdeen shall endeavor to disperse funds prior to year end for year-end accounting purposes.

## **4. ONGOING MAINENANCE**

- a) Both municipalities recognize that the EMS Building and contents shall require ongoing maintenance including the provision of utilities and minor repairs.
- b) The parties hereby agree that all normal operating functions of a building of this type and size shall be born in equal measure (less GST, the split 50/50) by the two municipalities.
- c) Items of this nature shall include, but not be limited to; utilities, repairs under \$5,000.00, fuel, wages, etc.

## **5. EQUIPMENT PURCHASED AND TRAINING COSTS**

- a) The Department shall provide the committee with a budget for their anticipated equipment expenditures each year prior to February 28<sup>th</sup>.
- b) The committee shall review the budget and make recommendations to the respective councils at their regular March meeting so as to include these items in the annual municipal budgets. These recommendations may include which municipality should be responsible for which portion of the costs of the items.
- c) Upon approval of the fire department budget, secretary of the committee shall administer the receipts and payments.

## **6. MAJOR REPAIRS AND EXPENDITURES**

- a) All major repairs and expenditures that are not definitively approved with the EMS building operating budget, and in excess of \$10,000.00 shall be required to be approved by the councils of both parties.
- b) The Councils shall decide the apportionment of the costs for said repairs or purchases upon approval of such repairs or purchases.

## **7. INSURANCE**

- a) The R.M. of Blucher shall at all times maintain insurance on the main fire hall structure and contents in the amount of 100 % of the replacement value, including cleanup and disposal, of the building.
- b) Both municipalities shall at all times maintain comprehensive liability insurance in the amount of at least \$3,000,000.00.
- c) In the event that an item of equipment should be jointly owned by the municipalities, the R.M. Blucher shall insure the item for its full value.
- d) In the event that an item of equipment is owned by one municipality, that municipality shall insure that item fully of their own accord.
- e) If a jointly-owned item, or the structure itself, should have an insurance claim paid out on the loss, the R.M. of Blucher shall indemnify the R.M. of Aberdeen to the amount of their ownership of the item or building less deductibles. (i.e. RM 343 owns 75% of \$100,000.00 truck and RM 373 owns 25% and it is a total loss with/\$1,000.00 deductible, RM 343 receives proceeds and pays RM 373 \$24,750 [{\$100,000 - \$1,000}X 25%]).
- f) Subject to clause (e), the municipalities may opt to replace the equipment and any cost in excess of the insurance proceeds shall be split in proportion to ownership.

## **8. AMENDMENT**

- a) This agreement may be amended at any time by the agreement of both municipalities.
- b) And amendments shall be way of drafting a new bylaw and repealing the previous bylaw.
- c) For matters of general operational nature, policy may be set by agreement by both municipalities by way of resolution.

**9. CANCELLATION OF AGREEMENT**

- a) This agreement may be cancelled by mutual agreement and resolution by the councils of both municipalities. One year shall be allowed for the division of assets as per section 9(e) and (f).
- b) Should only one municipality wish to dissolve this agreement that municipality shall pass a resolution and shall give written notice to the administrator of the other municipality.
- c) In the instance where only one municipality wishes for dissolution, both municipalities hereby agree to a minimum one year mediation period. The mediator shall be an impartial and qualified third party as agreed upon by both municipalities. The municipalities shall be required to meet for four mediation sessions regardless of whether it takes longer than one year to complete this process.
- d) Should mediation be unsuccessful, either municipality may cancel this agreement by way of giving one year notice by providing a copy of a resolution of council by personal delivery to the administrator of the other municipality.
- e) During that year, the parties shall then divide any equipment that has joint ownership by the two municipalities between the municipalities.
- f) The municipality which retains ownership of any item of jointly purchased equipment shall be responsible for buying out the share of the other municipality at the purchase price less depreciation based on a straight-line depreciation rate of 1/15<sup>th</sup> of the purchase price per year over 15 years or another amount agreed to by both parties.
- g) If the party cancelling this agreement is the R.M. of Blucher No. 343, the R.M. shall buy out the R.M. of Aberdeen No. 373 share in the EMS Building at the amount of 50% of the appraised value as determined by an independent appraiser.

IN WITNESS WHEREOF that parties, hereto have affixed their corporate seals, attested by the signatures of authorized officers, on the day and year first written above.

RURAL MUNICIPALITY OF ABERDEEN NO. 373

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

SEAL

RURAL MUNICIPALITY OF BLUCHER NO. 343

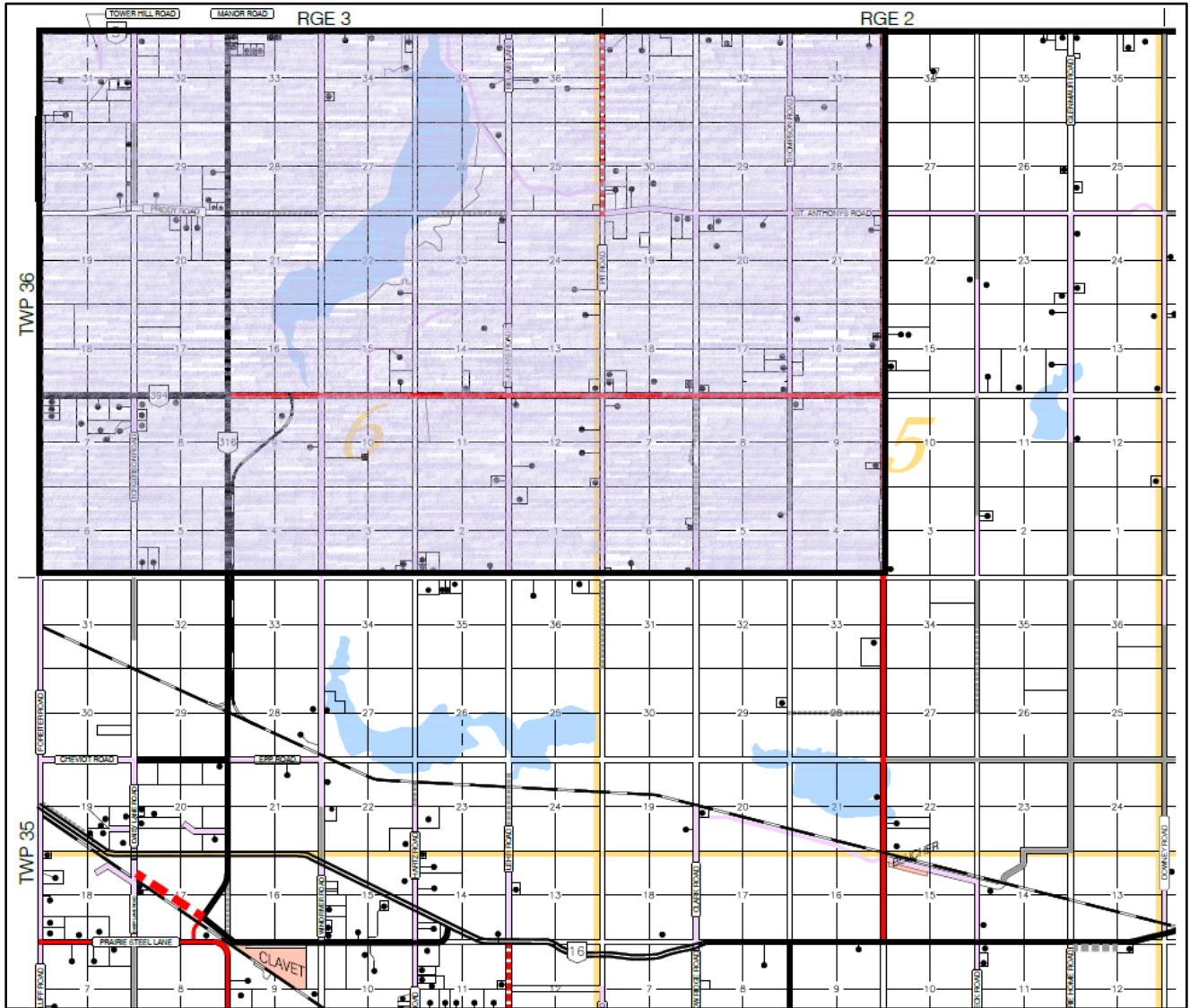
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Reeve

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Administrator

SEAL

**Appendix "B"**

**Sunset Estates Fire Department Response Area**



**Appendix “B”**

***Aberdeen & District Fire & Rescue Response Area***