

TOWN OF OUTLOOK

BYLAW NO 10 (2021)

A BYLAW TO ENTER INTO AGREEMENT FOR THE OUTLOOK/RUDY JOINT PROTECTIVE SERVICES COMMITTEE

The Council of the Town of Outlook, in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the “Agreement for the Outlook/Rudy Joint Protective Services Committee” Bylaw.
2. The Town of Outlook is hereby authorized to enter into an agreement for the operational committee for Outlook/Rudy Fire and Rescue.
3. The agreement is attached hereto and forms a part of this bylaw, and is identified as “Schedule A”.
4. The Mayor and Administrator are hereby authorized, empowered and directed to execute the agreement herewith as “Schedule A” to this bylaw and forming part thereof, and to affix the corporate seal of the Town of Outlook and so do and cause to be done all acts, matters and things which may be necessary for the due performance and fulfillment of the said agreement.
5. Bylaws 13 (2020), 14 (2020) and 15 (2020) are hereby repealed.
6. This bylaw shall come into force and take effect from and after the day of final passing thereof.




Mayor


Administrator

Certified a True Copy
of Bylaw 10 (2021)
adopted by Resolution of
Council on this 22 day Sept, 2021.



CAO

Appendix A: OUTLOOK-RUDY JOINT PROTECTIVE SERVICES COMMITTEE AGREEMENT

THIS AGREEMENT, dated for reference the 1st day of January A.D. 2022
BETWEEN:

THE TOWN OF OUTLOOK
An Urban Municipal Corporation, of and in the
Province of Saskatchewan,

Hereinafter referred to as "Town of Outlook":

and -

THE RURAL MUNICIPALITY OF RUDY NO. 284
A Municipal Corporation of and in the
Province of Saskatchewan,

Hereinafter referred to as "RM of Rudy":

WHEREAS the parties named above desire to continue to associate with each other due to the joint ownership of OUTLOOK-RUDY FIRE AND RESCUE;

AND WHEREAS the Town of Outlook has directed and administered Outlook Fire Department and funds under various models over the years which has always included the RM of Rudy, the Village of Broderick and the Village of Glenside in some manner;

NOW THEREFORE this Agreement witness that in consideration of these presents and covenants, promises and agreements hereinafter contained, the parties jointly and severally agree as follows:

1. The Committee:

An Outlook-Rudy Joint Protective Services Committee "the committee" shall be formalized and shall administer the agreement.

a. Composition of the Committee:

The Committee will be comprised as follows:

- i. Three (3) voting members appointed by the Town of Outlook, at least two of whom are elected to the Council of the Town of Outlook.
- ii. Three (3) voting members appointed by the RM of Rudy, at least two of whom are elected to the Council of the RM of Rudy.
- iii. A non-voting technical advisory committee consisting of each Administrator of the member municipalities and the Fire Chief and Deputy Fire Chief of Outlook-Rudy Fire and Rescue

b. Duties of the Committee:

- i. Manage on behalf of Councils and make recommendations to respective Councils, regarding the use, purchasing and disposal, as well as operation and maintenance of the department, property and its vehicles and equipment
- ii. Recommend bi-annual appointment of Fire and Rescue Chief
- iii. Recommend bi-annual appointment of Fire and Rescue Deputy Chief
- iv. Deal with matters referred by the Members, Councils, ratepayers or customers of the department
- v. Review and approve annual operations budget, once received from the technical advisory committee for presentation to the member Councils prior to December 31st of the prior fiscal year

- vi. Review and approve annual capital budget along with a 10 year capital replacement plan once received from the technical advisory committee for presentation to the member Councils prior to December 31st of the prior fiscal year
- vii. Recommend an amount to be contributed from each Municipality towards operations and capital purchases annually
- viii. Review and recommend signing fire and/or rescue service agreements with interested municipalities, authorities or jurisdictions
- ix. Review and recommend charge rates to both Councils for approval including, but not limited to:
 - 1. Annual charges for fire and/or rescue service agreements with municipalities, authorities or jurisdictions
 - 2. Call out rates for fire services
 - a. Including stand down rates and false alarm if necessary
 - 3. Call out rates for rescue services
 - a. Including stand down rates and false alarm if necessary
 - 4. Mutual aid rates for all services as necessary
- x. Review and recommend compensation rates for personnel to both Councils for approval including, but not limited to:
 - 1. Member per hour
 - 2. Affiliate member per hour
 - 3. Admin support per hour
 - 4. Training travel reimbursement rates
 - 5. Per practice compensation
 - 6. Long weekend standby per diem
 - 7. STARS landing per call to brigade
 - 8. Annual stipend to Chief
- xi. Review disciplinary/personnel issues (as they may arise from time to time) that have been brought to their attention by members of the technical advisory committee
- xii. Act as an appeal board in the case of disciplinary action required with personnel of Outlook-Rudy Fire and Rescue and recommend resolution to the respective Councils
- xiii. Act as an appeal board for any invoicing concerns brought forward by ratepayers or customers of the department
- xiv. Review and approve Recommended Operating Guidelines of Outlook-Rudy Fire and Rescue upon receipt from the officers of Outlook-Rudy Fire and Rescue and any updates as may be received from time-to-time
- xv. Provide general governance of Outlook-Rudy Fire and Rescue
- c. The Committee shall meet at least quarterly or more often at the call of Chairperson or the request of two (2) Committee members.
 - i. At each committee meeting, at least one (1) administrator shall be present from the two respective municipalities
- d. A quorum of committee is four (4) voting members with at least two (2) members or alternates appointed by each of the two member municipalities being present
- e. The Minutes of Committee meetings are to be delivered to the member municipalities within ten days of each meeting

2. Executive Committee:

An Executive Committee will be comprised of two (2) members, one from each of the appointees of Town of Outlook and the RM of Rudy. One member of the executive is to be elected as Chairperson and one as Vice-Chairperson.

- a. The Committee is to appoint a Secretary-Treasurer who does not have to be a Committee member, and should be one of the two municipal Administrators

3. Operations:

The operations of Outlook-Rudy Joint Protective Services Committee shall be maintained through a separate bank account from the member municipalities

- a. The Executive is to approve the payment of vouchers pertaining to expenditures allocated in the budget
- b. Signing authority for cheques is to be the Secretary-Treasurer and either the Chairperson or the Vice-Chairperson
- c. Invoicing will be overseen by the Secretary-Treasurer
- d. Call owners will be invoiced; accounts in arrears ninety days will subsequently be invoiced to the municipality, authority or jurisdiction; in this case only, the municipality, authority or jurisdiction is required to pay the committee and can then take whatever action necessary to collect from the call owner themselves
- e. The member municipality responsible for administering the fund shall be paid an administration fee from the Joint Protective Services Committee operating funds equal to \$2,500 per year
- f. Quarterly financial statements shall be prepared and approved at each committee meeting

4. Capital Funding and Capital Reserves:

- a. The Town of Outlook has, under its control, capital reserves dedicated to future purchases of fire and rescue capital items including Fire Hall, Rescue Van, and SCBA. The Town of Outlook will, over time and at its discretion, apply the funds held in reserve to the purchase of applicable capital purchases prior to the division of responsibility of the remainder of the capital costs as set out in section 4, subsection b of this agreement
- b. Both RM of Rudy and Town of Outlook shall be responsible for equal share of capital purchases going forward
- c. Existing capital equipment, buildings and property at the signing of this agreement will be pooled together, with the exception of the fire hall, void of contents and improvements, located at 400 Saskatchewan Avenue will be jointly owned on an ownership ratio of 50/50. The fire hall located at 400 Saskatchewan Avenue will remain solely owned by the Town of Outlook and is not included in Schedule A. All pooled capital at the signing of this agreement is listed and a part of Schedule A of this agreement and, for operating purposes only, will have equal ownership for the two municipalities. (For example, if the 2013 Ford F350 Quad cab is sold or traded in, the value at signing is \$71,541 – each municipalities' share for disposal or trade is now \$35,770.50)
- d. In the event of cancellation of this agreement, for whatever reason, the Town of Outlook will receive the lesser of \$305,031 or 72% of the depreciated value of the remaining pooled capital at the signing of this agreement (Schedule A) (For example, if the same Quad cab in c above is traded in for a different piece of equipment immediately at signing and at year 1 of agreement, it is dissolved – the equipment will be removed from the pooled list $\$426,331 - 71,541 = \$354,790$, with amortization at 10%... $\$354,790 - \$35,479 = 319,311$ 72% of 319,311=\$229,904 Town). The remaining assets purchased by the joint protective services committee will be valued at 50/50 and credited thus.
- e. In the event of cancellation of this agreement, for whatever reason, the RM of Rudy will receive the lesser of \$121,299 or 28% of the depreciated value of the remaining pooled capital at the signing of this agreement (Schedule A) (For example, if the same Quad cab in c above is traded in for a different piece of equipment immediately at signing and at year 1 of agreement, it is dissolved – the equipment will be removed from the pooled list $\$426,331 - 71,541 = \$354,790$, with amortization at 10%... $\$354,790 - \$35,479 = 319,311$. 28% of 319,311=\$89,407 RM). The remaining assets purchased by the joint protective services committee will be valued at 50/50 and credited thus.

5. Name of Response Organization:

- a. The response organization managed by Outlook-Rudy Joint Protective Services Committee shall be called **OUTLOOK-RUDY FIRE AND RESCUE**

6. The Chief Shall:

- a. At all times, exercise general supervision of the members of Outlook-Rudy Fire and Rescue and may delegate to any members certain authority or duties designated to him/her under this bylaw and the appointment of the local assistant for each member municipality
- b. In conjunction with the Deputy Chief, be responsible for the maintenance of moral, governance and discipline within Outlook-Rudy Fire and Rescue and will ensure the introduction of Recommended Operating Guidelines for Outlook-Rudy Fire and Rescue and subsequently, the administration and utilization thereof
- c. Report to the Secretary/Treasurer of this committee and carry out all duties as may be assigned from time-to-time by the administrator of either the RM of Rudy or Town of Outlook

7. The Deputy Chief Shall:

- a. In the absence of the Chief, exercise general supervision of the members of Outlook-Rudy Fire and Rescue and may delegate to any members certain authority or duties designated to him/her under this bylaw and the appointment of the local assistant for each member municipality
- b. In conjunction with the Chief, be responsible for the maintenance of moral, governance and discipline within Outlook-Rudy Fire and Rescue and will ensure the introduction of Recommended Operating Guidelines for Outlook-Rudy Fire and Rescue and subsequently, the administration and utilization thereof
- c. Report to the Chief and carry out all duties as may be assigned from time-to-time by the Chief and in his/her absence, the administrator of either the RM of Rudy or Town of Outlook

8. Records Location:

The accounting records shall be subject to an annual audit conducted by a third party. Each member municipality shall receive a copy of the statement. The official records shall be stored at the office of the Secretary/Treasurer

9. Funding Operations:

- a. With the exception of the costs referred to in Section 9, subsection c, the municipalities agree to share equally:
 - i. The costs of basic retainers and personnel wages for Outlook-Rudy Fire and Rescue including STARS landing callouts
 - ii. Other operating costs including:
 1. Fire Personnel Insurance
 2. Fire Hall Contents and insurance
 3. Insurance for response vehicles that are jointly owned
 4. Communications and alarm systems
 5. Fire hall utilities and maintenance
 6. Weekend standby fees, practice and training costs
 7. All supply costs except those referred to in Section 9, subsection b
 8. Amortization of capitalized equipment, supply and buildings
- b. Supply costs are to be shared equally except where a supply can be absolutely identified as: RM of Rudy, Town of Outlook or fire agreement authority, or rescue agreement authority direct cost, or is a disposable supply purchased solely for the use in a specific call (eg fuel and/or foam)

- c. Each municipality and/or fire agreement authority shall be responsible for call costs of fire and/or rescue personnel within its boundaries
- d. In the case of mutual aid to other jurisdictions and in the case of automobile rescue where SGI rates apply, both municipalities agree to share in the costs incurred, and, in these cases only, invoicing will be processed to the other jurisdiction in order to attempt to recover costs incurred at least at cost recovery rates

10. Mutual Aid and Fire and Rescue Agreements:

- a. Neither the RM of Rudy or the Town of Outlook will make mutual aid agreements with any authority, municipality or jurisdiction without the other's consent to be also signatory to the same mutual aid agreement
- b. Neither the RM of Rudy or the Town of Outlook will make fire and/or rescue agreements with any authority, municipality or jurisdiction without the other's consent to be also signatory to the same fire and/or rescue agreement

11. Boundaries:

- a. The fire boundary, at signing of this agreement, of Outlook-Rudy Fire and Rescue shall be included in this agreement and is labelled Exhibit A, this may change from time-to-time with resolution of both Councils
- b. The rescue boundary, at signing of this agreement, of Outlook-Rudy Fire and Rescue shall be included in this agreement and is labelled Exhibit B, this may change from time-to-time with resolution of both Councils

12. Provision for Amendment of Agreement:

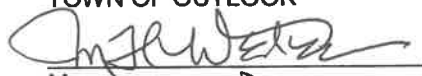
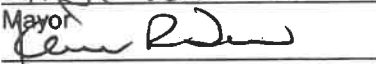
Should either the RM of Rudy or the Town of Outlook, at some point in time, wish to amend their respective bylaw or this agreement and/or its exhibits or schedule, the amending municipality shall give the other municipality at least 60 days written notice in advance of their intention to amend their bylaw



13. Provision for Dissolution of Agreement:

Should either the RM of Rudy or the Town of Outlook, at some point in time, wish to discontinue their respective bylaw or this agreement and/or its exhibits or schedule, the discontinuing municipality shall give the other municipality at least 1 year written notice in advance of their intention to discontinue this agreement


14. Term of Agreement:

The Agreement shall come into force and be effective not before January 1, 2022 and upon the signing and sealing of the member municipalities and shall be continuous. The parties hereby affixed their corporate seals, duly attested by the hands of their respective officers, the day and year first above written.

TOWN OF OUTLOOK

 Mayor

 Administrator

RURAL MUNICIPALITY OF RUDY #284

 Reeve

 Administrator



Certified a True Copy
 of Bylaw 10 (2021)
 adopted by Resolution of
 Council on this 4 day Nov 2021.

 CAO

Schedule A – Equipment and Property List at Signing of Agreement

Outlook-Rudy Protective Services					
2021 Capital Listing					
	<u>Depreciated</u>	<u>% of</u>	<u>Depreciated</u>	<u>% of</u>	<u>Original Value</u>
	<u>Value</u>	<u>total</u>	<u>Value</u>	<u>total</u>	
Capital Sole Ownership Town of Outlook					
Jaws of Life - Paid By Town	\$ 29,000.00				\$ 29,000.00
1998 GMC Fire Pumper	103,190.00				160,813.00
Ladder Truck Purchased in 2014	75,604.00				97,900.00
Ice Rescue Rapid Deployment Craft	4,922.00				5,907.56
Portable Water Tank	2,438.00				4,179.00
Air Bag Kit	<u>3,311.00</u>				<u>5,518.80</u>
Total Town of Outlook Value	\$ 218,465.00				\$ 303,318.36
Capital Sole Ownership RM of Rudy					
1978 GMC Rural Pumper	-				\$ 46,953.00
2013 Ford F350 Quad Cab 4X4 Dually Wildland Truck Purchased in 2020	66,041.00				66,041.00
Fit up Costs in 2021 estimated	<u>5,500.00</u>				<u>5,500.00</u>
Total RM of Rudy Book Value	71,541.00				\$ 118,494.00
Capital Joint Ownership Both Municipalities					
Town of Outlook	\$ 86,566.38	63.50%		63.50%	\$ 227,585.83
RM of Rudy	49,758.63	36.50%		36.50%	130,817.05
Total Joint Assets		100.00%	\$ 136,325.00	100.00%	\$ 358,402.88
Total Individual Owned Value Town of Outlook		72%	305,031.38	68%	\$ 530,904.19
Total Individual Owned Value RM of Rudy		28%	121,299.63	32%	\$ 249,311.05
Total Value of All Assets			<u>426,331.00</u>		<u>\$ 780,215.24</u>
Listing Value at December 31, 2020					
Jaws of Life - 2021 Paid from Donations	16,000.00				\$ 16,000.00
Fire Hall Renovation 2021 Paid from Reserves	22,000.00				22,000.00
Jaws of Life -2012	10,500.00				54,100.00
1994 Jepp Rescue Van	20,000.00				115,938.00
2011 GMC Crew Cab - Half Ton Bought in 2013	10,801.00				31,336.43
Boat with Engine	19,730.00				31,616.25
SCBA Packs and Bottles (8)	19,459.00				46,701.90
SCBA Fill - Air Compressor	15,475.00				25,792.80
Thermal Imaging Camera	-				10,197.50
Strut Kit	2,360.00				4,720.00
Total Joint Assets			<u>136,325.00</u>		<u>\$ 358,402.88</u>

Exhibit A: Outlook-Rudy Fire Boundary

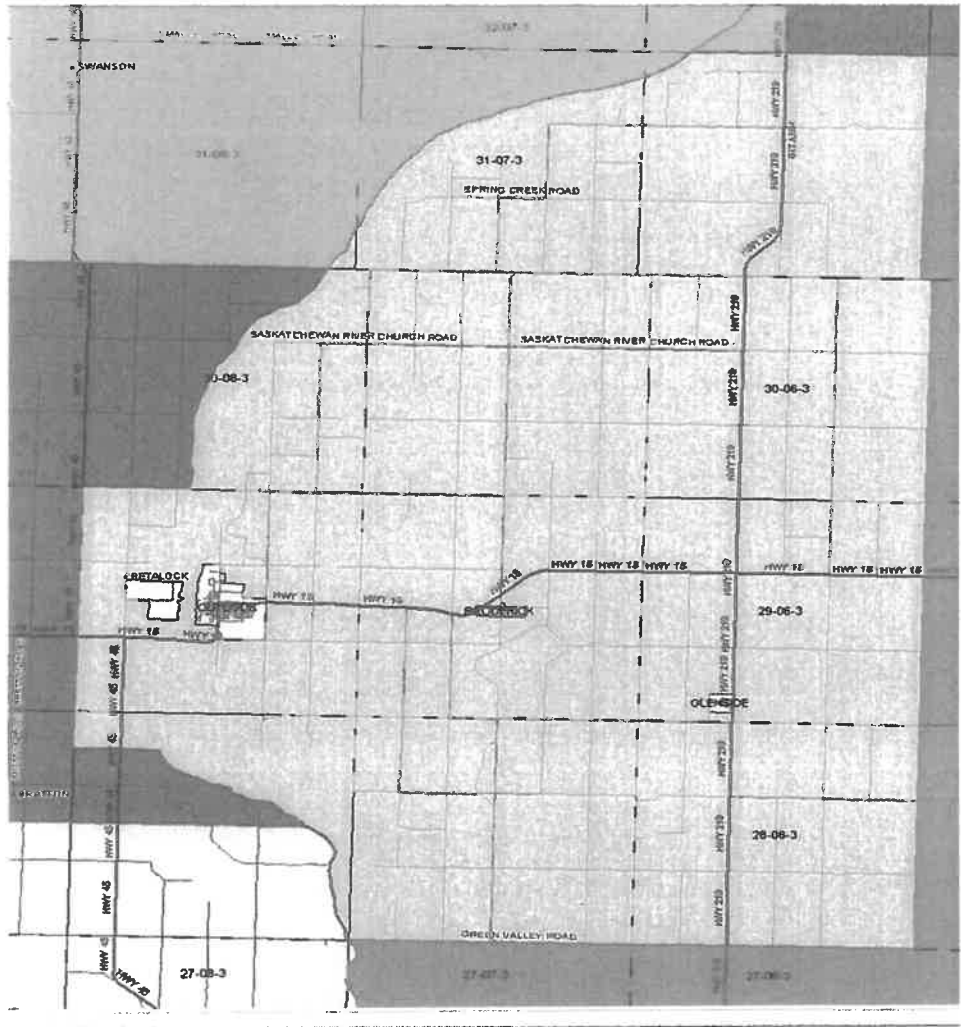


Exhibit B: Outlook-Rudy Rescue Boundary

