

BYLAW NO. 154 - 2012

A BYLAW OF THE RURAL MUNICIPALITY OF INDIAN HEAD NO. 156 TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE TOWN OF INDIAN HEAD TO PROVIDE FOR THE OPERATION OF FIRE PROTECTION DISTRICT AND A VOLUNTARY FIRE AND RESCUE DEPARTMENT

The Council of the Rural Municipality of Indian Head No. 156 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Indian Head No. 156 is hereby authorized to enter into an agreement, identified as Schedule "A", attached hereto and forming part of this bylaw, with the Town of Indian Head for the purpose of operating a Fire Protection District and Voluntary Fire & Rescue Department.

2. The Reeve and Administrator of the Rural Municipality of Indian Head No. 156 are hereby authorized to sign and execute an agreement, the terms of which are set out in Schedule "A" attached hereto.

4. Bylaw No. 200/95 is hereby repealed.

 Harne Scatt
Reeve

Administrator

Certified a true copy of Bylaw 153/2012
passed by resolution on

 Harne Scatt
Reeve

Administrator



SCHEDULE "A" TO BYLAW NO. 154 - 2012

This Agreement made the 20th day of March A.D., 2012

BETWEEN: The Rural Municipality of Indian Head No. 156
(hereinafter referred to as "R.M. 156")
a municipal corporation of and in the Province of
Saskatchewan
(Party of the First Part)

- and -

The Town of Indian Head
(hereinafter referred to as "Town")
a municipal corporation of and in the Province of
Saskatchewan
(Party of the Second Part)

WHEREAS the parties hereto are desirous of providing in the agreement for the following:

- a) An association of the parties hereto for the purpose of operating a "fire protection district" (hereinafter called the "District");
- b) The constitution of a representative committee to administer the operation of fire protection and emergency response in the District (hereinafter called the "Committee") and the delineation of the boundaries of said District.
- c) The continuing training and support of a Voluntary Fire and Rescue Department.
- d) The respective contribution of each party to the ongoing expense of the Committee in providing fire protection in said District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) DISTRICT:

- i) The District shall be called the "Indian Head Fire Protection District".
- ii) The District shall encompass the following areas:
 - a) All of the area within the outer boundaries of the Town of Indian Head;
 - b) All of the area within the outer boundaries of the Rural Municipality of Indian Head, EXCEPTING thereout the area of the Town of Sintaluta, which is party to a separate agreement with the Indian Head Fire Protection District.

2) COMMITTEE:

- i) The Committee shall be called the "Indian Head Fire District Committee".
- ii) The Committee shall be composed of:
 - a) The Mayor or designate of the Town;
 - b) The Reeve or designate of the R.M. 156;
 - c) Two Councilors from the Town;
 - d) Two Councilors from the R.M. 156
- iii) All members of the Committee shall be appointed by their respective Councils for a year term
- iv) The Fire Chief or his designate shall act in an advisory capacity to the Committee.

- v) Councils may replace their respective member(s) from this Committee for good and sufficient cause.
- vi) At the first meeting of the year, the Committee shall appoint one of their members to act as Chairperson.
- vii) The administration will be performed by the Rural Municipality. There will be an agreed upon administration charge which will be shared equally by both parties.
- viii) In the event the Chairperson is unable to attend a meeting, the attending committee members shall appoint one of the members to act as Chairperson.
- ix) The Committee shall meet at least twice per year and additional meetings if required may be called by the Chairperson.

3) PROCEEDINGS:

- i) A quorum for all meetings of the Committee shall be one more than one half of the members.
- ii) All members appointed by Council must vote on all matters, if a member fails to vote it will be registered as a negative vote.
- iii) All resolutions must be approved by a two-thirds (2/3) majority otherwise the resolution will be deemed to be lost.
- iv) Minutes of all meetings are to be recorded and signed by the Chairperson and Secretary.

4) DUTIES OF THE COMMITTEE

- i) The Committee may enlist from the community at large up to twenty-five (25) persons to serve as a Volunteer Fire & Rescue Department.
- ii) The Committee shall make recommendations with respect to the appointment of the Fire Chief and the Committee and Fire Chief shall make recommendations to the appointment of
 - a) Deputy Fire Chief
 - b) Fire Captain(s)
- iii) The Committee shall ensure that all members of the Volunteer Fire & Rescue Department receive appropriate training.
- iv) Annually, before the 28th day of February, the Committee shall submit to the Councils a written annual report for the preceding year, together with an annual plan for the coming year showing in reasonable form and detail proposed expenditures for the coming year.
- v) Upon approval by the Councils, the budget statement shall be forwarded to the Committee to administrate.
- vi) The Committee may enter into negotiations with neighbouring Municipalities or Fire Departments for the purpose of providing reciprocal fire fighting and/or emergency response agreements.
- vii) The Committee is hereby authorized to enter into negotiations to provide fire protection and/or emergency services, on a full cost recovery basis, to other municipalities.
- viii) The Committee shall provide the Town and R.M. 156 with copies of the proposed fire fighting and emergency response agreements that have been negotiated with third parties and when the Council of the Town and R.M. 156 have approved the

agreement, the agreement shall be signed by the authorized signing officers of the participating municipalities.

5) THE COUNCILS FURTHER AGREE THAT:

- i) The Fire Chief or the Commander-in-Charge is authorized to use any equipment deemed necessary and appropriate when responding to a fire or emergency call.
- ii) Both the Town and the Rural Municipality will pay the costs and receive the income of fighting fires in their own municipalities. The highway fire and rescue call income and expenses will be equally shared.
- iii) Each municipality will be responsible to pay their own dispatch fees.
- iv) The equipment and facility to house all fire fighting equipment, supplies and meeting rooms, shall be jointly owned and operated, and each municipality, a party to this agreement, shall share equally in the ongoing expenditures other than those listed in 5 (iii).
- v) All the expenditures approved by the municipalities pursuant to Section 4(iv) shall be shared equally by the parties of this agreement.
- vi) The town will be billed for their share of expenses less their share of income from highway calls semi-annually
- vii) The Fire Chief, Assistant Chief and Fire Captain(s) shall have their salaries adjusted by the minimum percentage adjustment provided to employees of the Town.
- viii) The hourly rate of pay for all members of the volunteer Indian Head Fire and Rescue Department will be \$25.00/hour for fire fighting/rescue and \$15.00/hour for practice with an annual adjustment at the same percentage as the officers. These pay rates may be changed by resolutions of the Councils.
- ix) This Agreement shall be reviewed by the Councils at least once every three (3) years.
- x) This Agreement shall be retroactive to January 1st, 2012 and shall be continuous, unless terminated by either party to the agreement by giving 180 days notice in writing.

RURAL MUNICIPALITY OF INDIAN HEAD NO. 156

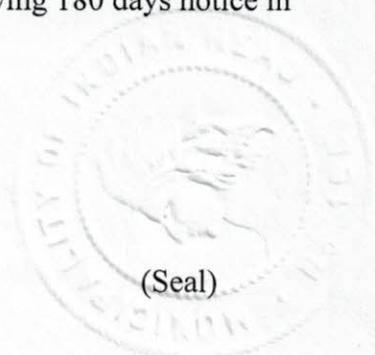
Arne Scott
Reeve

Chap. Shaker
Administrator

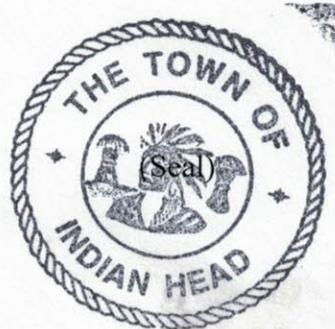
TOWN OF INDIAN HEAD

[Signature]
Mayor

[Signature]
Administrator



(Seal)



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