

BYLAW NO. 191/2020

A BYLAW OF THE RURAL MUNICIPALITY OF INDIAN HEAD NO. 156 TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH OTHER MUNICIPALITIES TO PROVIDE FIRE PROTECTION SERVICES AND EMERGENCY RESPONSE SERVICES

The Council of the Rural Municipality of Indian Head in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Indian Head is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as Exhibit A, with:

- i) Carry the Kettle First Nation
- ii) The Town of Indian Head for the purpose of providing fire protection services and emergency response services.

2. The Reeve and Administrator of the Rural Municipality of Indian Head are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" attached hereto.



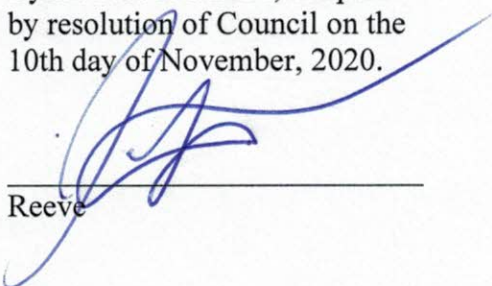
Reeve



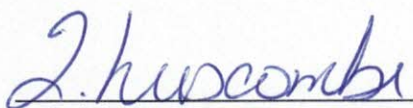
Administrator



A Certified true copy of
Bylaw No. 191/2020, adopted
by resolution of Council on the
10th day of November, 2020.



Reeve



Administrator



FIRE-FIGHTING
AND
EMERGENCY RESPONSE AGREEMENT

THE RURAL MUNICIPALITY OF INDIAN HEAD NO. 156
THE TOWN OF INDIAN HEAD
CARRY THE KETTLE FIRST NATION

EXHIBIT "A" TO BYLAW NO.191/20

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2020.

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 "the Town"),
a municipal corporation of and in the Province of
Saskatchewan
(Party of the Second Part)

- and -

CARRY THE KETTLE FIRST NATION
(hereinafter referred to as "CTK"),
a municipal corporation of and in the Province of
Saskatchewan
(Party of the Third Part)

WHEREAS: R.M. 156 and the Town are empowered by The Municipalities Act,
to enter into an agreement for providing fire-fighting and emergency response service and the
use of fire-fighting and emergency response equipment; and,

WHEREAS R.M. 156 and the Town have fire-fighting equipment and manpower which
may be made available, in emergencies, to the surrounding municipalities; and,

WHEREAS CTK is desirous of securing the benefit of such services,
equipment and manpower; and,

WHEREAS the Parties are, by virtue of The Municipalities Act, empowered to enter into a
contract providing for the furnishing of fire-fighting equipment and manpower to extinguish fires
or provide emergency service outside the boundaries of R.M. 156 and the Town upon
such terms and conditions as may be mutually agreeable;

NOW THEREFORE CTK, the Town, and R.M. 156 agree as follows:

1. SERVICES

1.1 The Town and R.M. 156 agree to provide fire-fighting and emergency services
within the geographic boundaries of TLE lands within the RM of Indian Head subject to
the terms and conditions set out in the Agreement.

2. PROCEDURES

2.1 When called upon to provide firefighting or emergency services, the Fire Chief or his designate shall have absolute discretion to determine what assistance can be given and what manpower and equipment are available for the provision of fire-fighting or emergency services and shall also have the sole and unfettered discretion as to when manpower and equipment may be withdrawn from the provision of fire-fighting or emergency services after they are engaged in that purpose.

2.2 The services provided by the Town and R.M. 156 shall be in accordance with The Fire Prevention Act, 1992, and give authority to the Town and R.M. 156 in accordance with The Fire Prevention Act, 1992.

2.3 When CTK requests services the geographic area shall for the purposes hereof be deemed to be within the jurisdiction of the (land locations), without enquiry by the Town or R.M. 156. In such a situation CTK shall be principally liable for the payment of service charges of the Town and R.M. 156 whether or not CTK received aid or disputes such charges.

2.4 The Town, R.M. 156, and CTK each covenant and agree that they shall carry property insurance covering their respective equipment and Comprehensive General Liability Insurance to commercially reasonable limits. The Town, R.M. 156, and CTK shall at the request of the other from time to time provide suitable evidence of the taking out and maintaining of policies of insurance.

2.5 The provisions of the Agreement are not in lieu of plans made in respect of emergency measures nor does this Agreement derogate from the duty of the parties hereto to follow protocols and lawfully report to authorities and agencies in cases of discharges of pollutants, spills or discharges of hazardous materials, hazardous waste materials, mishaps in the transportation of dangerous goods and incidents of like nature.

3. PAYMENT FOR SERVICE

3.1 The parties agree that there shall be an annual fee of One Thousand (\$1,000.00) Dollars payable by CTK, the sum of Five Hundred (\$500.00) Dollars to be paid to the Town and the sum of Five Hundred (\$500.00) Dollars to be paid to R.M. 156 and the said sums are to be paid within Sixty (60) days of the commencement of this agreement and subsequently 60 days after the anniversary date of this Agreement.

3.2 CTK further agrees to pay to the Town or R.M. 156 as follows:

- (a) Seven Hundred Fifty Dollars (\$750.00) for the first hour of service or portion thereof to be computed from the time the fire-fighting equipment or rescue equipment leave the Emergency Response Centre to the time they return, shall be charged for each fire or emergency response call where the equipment or manpower are called to assist at a fire or emergency situation; and,
- (b) Five Hundred Fifty Dollars (\$550.00) per hour or portion thereof for each hour exceeding one hour; and
- (c) a sum of Five Hundred Fifty Dollars (\$550.00) shall be charged for a false alarm. A false alarm is considered to be a fire or emergency response call for which fire-fighting or emergency equipment has been called, but for which no fire or emergency situation exists; and
- (d) CTK shall pay to the Town or R.M. 156 for charges as follows:
 - (i) actual costs of wages for all personnel responding to and associated with the particular call; and
 - (ii) actual costs of wages for all personnel attending the call or fire-fighting or emergency services; and
 - (iii) actual consumable material used during the response.
 - (iv) Any additional equipment that has been requested to assist in the response to the call.

3.3 The Town or R.M. 156 shall invoice CTK within 30 days of each fire or emergency response call.

3.4 CTK agrees that accounts shall be paid within 30 days of receipt of invoices.

3.5 Accounts outstanding for a period exceeding 30 days from the date any payment is due pursuant to clause 3.2 above shall bear interest equal to the Prime Rate of interest of the Royal Bank of Canada plus 3% per annum.

4. RESPONSE PROCEDURE

4.1 The Fire Chief or the Fire Chief's designate receiving a request for assistance shall have the sole and unfettered discretion to decline to authorize fire services or emergency services to CTK and may exercise such discretion without stating reasons. Further, the Fire Chief or the Fire Chief's designate may divert personnel and equipment to another scene notwithstanding a response in aid of CTK or may withdraw from a scene, if in the sole discretion of the Fire Chief or the Fire Chief's designate, another alarm, emergency or location should be afforded a higher priority, and may exercise such discretion without stating reasons.

5. NOT LIABLE

5.1 The Town and R.M. 156 shall not be liable for any damages or losses of CTK whatsoever which may be occasioned by the failure or inability to respond to any alarm or call, relative to the fire or other emergency in CTK, or for any delay in responding to such alarms or call, or for any action taken under this Agreement including the provision of fire-fighting equipment and manpower or rescue services, or both, to CTK. CTK hereby remises, releases and discharges the Town and R.M. 156 from any and all manner of actions, causes of action or claims and demands which CTK may have against the Town and/or R.M. 156 arising out of this Agreement.

6. INDEMNIFICATION

6.1 CTK expressly covenants and agrees that the Town and R.M. 156 shall, in respect of third party claims of any nature arising from the provision of fire services or emergency response by the Town or R.M. 156 under this Agreement, indemnify and hold harmless and keep indemnified and held harmless the Town and R.M. 156 from and against all loss, costs, claims, expenses demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance under this Agreement by the Town or R.M. 156. The within covenants of indemnity shall survive the termination of this Agreement.

6.2 CTK shall indemnify the Town and/or R.M. 156 for all or any damage or loss, excepting ordinary wear and tear to any fire-fighting equipment, which results during or by reason of responding to a call or alarm from CTK.

7. RESPONSE TIME

7.1 It is agreed and understood that response times by the Indian Head Fire Department to fire alarms or emergency calls in CTK may vary, dependent on the availability of equipment, personnel, road conditions, weather, or other conditions.

8. AMENDMENT

8.1 A review of the terms of this agreement, including the charges stipulated, shall be conducted by the Town and R.M. 156 at their discretion. CTK will be given a 60-day written notification of intent of changes being considered.

8.2 Changes to the rates or Agreement wording shall be effective 60 days after written notification has been mailed to CTK.

9. AGREEMENT INCEPTION AND TERMINATION

9.1 This Agreement shall be of force and effect from the effective date and shall continue in effect until the expiration of sixty (60) days following written notice of termination by the council of any party to this agreement.

9.2 The effective date shall be the date upon which the last Party executes these presents, following ratification hereof, by bylaw, by the Councils of the Parties.

9.3 This agreement shall terminate without notice upon CTK's failure to pay the fees for service as herein provided.

10. TIME

10.1 Time is of the essence of this Agreement and of every part thereof.

11. BINDING

11.1 This Agreement shall be binding upon and endure to the benefit of the Parties, their respective successors and representatives.

12. IN WITNESS WHEREOF the Parties have executed these presents as evidenced by the signatures of their respective authorized signing officers in this regard and by their respective seal.

RURAL MUNICIPALITY OF INDIAN HEAD NO. 156

Reeve

L. Huscombe

Administrator

(Seal)



TOWN OF INDIAN HEAD

Mayor

[Signature]

Administrator

(Seal)



CARRY THE KETTLE FIRST NATION

Chief

[Signature]

Administrator

CTK Council

(Seal)