

BYLAW NO. 203/97

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE TOWN OF INDIAN HEAD AND THE TOWN OF WOLSELEY TO PROVIDE FOR RECIPROCAL FIRE FIGHTING AND EMERGENCY ASSISTANCE SERVICES.

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:

- i) The Town of Indian Head
- ii) The Town of Wolseley

for the purpose of providing reciprocal fire fighting and emergency assistance services.

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 Exhibit "A" attached hereto.

James S. Hordley

Reeve

S E A L

Judy Russell
Administrator

Certified true copy of Bylaw 203/97
passed by resolution of Council on
March 6, 1997.

James S. Hordley
Reeve

Judy Russell
Administrator



EXHIBIT "A" TO BYLAW NO.

This Agreement made the _____ day of _____ A.D. 1997.

BETWEEN The Rural Municipality of Indian Head No. 156,
a municipal corporation of and in the Province
of Saskatchewan
(Party of the First Part)

and

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

and

The Town of Wolseley, a municipal corporation
of and in the Province of Saskatchewan
(Party of the Third Part)

WHEREAS the parties hereto are desirous of providing in this agreement for an association of the parties hereto for the purpose of providing reciprocal fire fighting and emergency response services, and

WHEREAS the parties are empowered pursuant to Section 136 of The Urban Municipality Act, 1984, and Section 214.1 of The Rural Municipality Act, 1989 to enter into agreements with other municipalities for the furnishing of fire fighting and emergency response services and equipment beyond their boundaries, on terms that we agreed upon;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

Whenever in this Bylaw the following words or terms are used, they shall unless the context otherwise provides be held to have the following meaning:

- | | |
|--|--|
| ASSISTING PARTY | means the party requested to provide Fire Fighting and/or Emergency Services by the Party primarily responsible for the provision of these services within the boundaries of a municipality, whether or not assistance is actually extended. |
| PER INCIDENT CHARGE(S) | means the charges for the provision of Services set forth in Section 7 hereto, which charges may be adopted and which may be amended from time to time by bylaw of the Council of each Party. |
| SERVICES | means fire fighting, emergency rescue, and assistance to other mishaps which might occur in the municipalities from time to time. |
| FIRE FIGHTING AND EMERGENCY SERVICES AGREEMENT | means an agreement between the Parties to this agreement by which certain fire fighting and/or emergency service are provided to that municipality. |

FIRE CHIEF

for the purposes of this agreement, means the Fire Chief or his designate of the Assisting Party or the Requesting Party, as authorized by their department policy to request or extend aid under this agreement.

INCIDENT COMMAND PROCEDURES

means those procedures for the establishment and transferring of command over fire fighting and emergency service and related services at the scene of an emergency response as described in Section 4 of this agreement.

REQUESTING PARTY

means the party which has the primary obligation to respond to fire alarms and other emergencies within a municipal territorial jurisdiction and which request assistance from the other party pursuant to this agreement.

2. FIRE AND EMERGENCY MUTUAL AID SERVICE

2.1 From the effective date of this agreement each Party may request Services from any other of the Parties and such Services if given, shall be requested and extended in accordance with and subject to the terms and conditions set forth in this agreement.

2.2 Services may be requested either where the Requesting Party is unable to respond to a call within its jurisdiction or is unable to respond with sufficient manpower or equipment.

?? 2.3 Where the Requesting Party is privy to a Fire and Emergency Services Agreement, the geographic area covered in the Agreement shall for the purposes hereof be deemed to be within the jurisdiction of the Requesting Party, without enquiry by the Assisting Party. In such cases the Requesting Party shall be principally liable for the service charges of the Assisting Party whether or not the municipality receiving aid under this Agreement disputes such charges.

3. JURISDICTION AND COMMAND

3.1 Where the Requesting Party has been unable to respond to a call for Services, and the aid of the Assisting Party is requested, the Assisting Party shall have command of the response and shall provide Services in accordance with all applicable policies, operating procedures, directives, manuals, and/or practices of the Assisting Party.

3.2 Where the Requesting Party requests assistance but has responded or intends to respond to a call, the first Party on the scene shall establish command, and shall retain jurisdiction and command of the Services unless command is formally turned over to the other Party in accordance with appropriate Incident Command Procedures.

4. EFFECT OF COMMAND

4.1 The Party which establishes or assumes command, (hereinafter referred to as the Commanding Party) may direct the other Party in accordance with the policies, procedures, practices and methodologies adopted or followed by the Commanding Party.

4.2 The Party subject to the commands of the other shall respond to such command whether or not such commands are in accordance with policies, procedures, practices and methodologies adopted or followed by the Subordinate Party.

4.3 Nothing set forth in subsection 4.1 and 4.2 above shall require the Subordinate Party to act or suffer or permit any action which may be contrary to law or which places the personnel or equipment of that Party unduly at risk.

5. ASSISTANCE DISCRETIONARY

5.1 The Fire Chief of the Assisting Party shall have and is hereby granted full and sufficient authority to provide or, at his discretion, to decline to provide Services to the Requesting Party.

5.2 Notwithstanding anything to the contrary in this agreement, the Assisting Party shall under no circumstances be liable for any damages or injury for failing to respond to any call or for delay in responding to any call.

6. PROCEDURES FOR REQUESTS

6.1 The Fire Chief of the Requesting Party shall have and is hereby granted full and; sufficient authority to request Services from the Assisting Party.

6.2 The Fire Chief of the Assisting Party is further authorized to dispatch such personnel and equipment as can be allocated, in his judgement, for the response, and may do so without verifying the bona fides of the call or the alarm giving rise to the request. The Parties agree to cooperate in establishing protocols for confirming the identity of the caller on behalf of the Requesting Party so as to preclude so far as possible requests for assistance being made under false pretences.

7. PER INCIDENT CHARGE

7.1 The Assisting Party may charge a fee per hour for wages of fire fighters, plus the cost of materials used .

7.2 The Councils of the Parties to this Agreement shall determine their cost per hour for wages for the fire fighters per hour, and the rates to be charged shall be communicated annually to the Parties to this Agreement by the 31st day of March.

7.3 Following the provision of Services the Assisting Party shall prepare and deliver to the Requesting Party an itemized invoice for payment, in accordance with rates set forth in section 7.1 and 7.2, and the Per Incident Charge shall constitute a debt of the Requesting Party. The Requesting Party shall remit payment of the amount so billed within 60 days of receipt of the invoice. Failing payment as required, the Requesting Party shall pay interest on the debt or such portion thereof as remains; unpaid, at the prime rate of interest of the Bank of Canada plus Two (2%) per cent, such interest to be calculated from the date payment is overdue to the date of payment in full.

8. INSURANCE

8.1 Each Party hereto shall obtain and keep in force All Risk Property Insurance covering vehicles and equipment which may be employed in the provision of assistance under this agreement.

8.2 Each Party hereto shall obtain and keep in force Comprehensive General Liability Insurance covering the operations of its fire department, including unlicensed vehicles, in an amount not less than \$2,000,000.00 per occurrence.

8.3 The Councils of the Parties to this Agreement shall communicate annually to the other Parties to this Agreement the levels of insurance carried in respect to 8.1 and 8.2, by the 31st of March.

9. MUTUAL RELEASES

9.1 Each Party agrees to remise and release the other Party in respect of damage to or loss of property and in respect of personal injury, including death, occurring in the course of requesting or providing assistance under this agreement, and each expressly waives any right cause of action in respect of such loss or injury as against the other Party, howsoever arising.

10. INDEMNIFICATION

10.1 The Parties expressly covenant and agree that the Requesting Party shall, in respect of third party claims of any nature arising from the provision of Services by the Assisting Party under this agreement, indemnify and hold harmless and keep indemnified and held harmless the Assisting Party from and against all losses, claims, costs, expenses, demands, actions, and causes of action (hereinafter in this Section 10 called "cost") asserted by third parties, save and except and this covenant of indemnity expressly excludes, such costs or portions of costs as are attributed to the negligence or breach of covenant herein committed by the Assisting Party, its Officers, employees and/or volunteers. Notwithstanding termination of this agreement in accordance with article 13, the covenant of indemnity shall apply to such costs as arise in consequence of the provision of Services by the Assisting Party during the currency of this Agreement.

11. GENERAL AND MISCELLANEOUS

11.1 The captions, section numbers, and article numbers appearing in this Agreement are inserted as a matter of convenience only and in no way define, limit, construe or describe the scope or intent of such clauses or articles and such captions, section numbers and article numbers shall not in anyway other than for reference purposes affect the interpretation or construction of this Agreement.

11.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

11.3 Subject to the provisions hereof for the revision of fees, this Agreement may not be modified or amended except by an instrument in writing signed by the Parties to this Agreement.

11.4 If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstance, is to extent held or rendered unenforceable or illegal then such term, covenant or condition:

(a) is and is deemed to be independent of the remainder of this Agreement and to be severable and divisible there from and its unenforceability or illegality does not affect, impair or invalidate the remainder of this Agreement or any part thereof; and

(b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable or illegal; and

(c) neither party is obligated to enforce any term, covenant or condition in this Agreement against any person, if, or to the extent by doing so, such party is caused to be in breach of any laws, regulations or enactments from time to time in force.

11.5 No waiver shall be inferred or implied by any forbearance by a party hereto or anything done or omitted to be done by a party with respect to a default, breach or nonobservance except only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver.

11.6 Notwithstanding anything to the contrary contained in this Agreement, if either of the Parties is bona fide delayed or hindered in or prevented from performance of any term, covenant or act required in this Agreement by reason of strikes, lockouts, labour trouble, inability to procure materials, government intervention or other casualty or contingency beyond the reasonable control of the party who is by reason thereof delayed in the performance of such party's covenants and obligations under this Agreement in circumstances where it is not within reasonable control of such party to avoid delay, excluding solvency, lack of funds or other financial cause of delay (hereby known as "Unavoidable Delay"), such performance shall be excused for the period of the delay.

11.7 Any notice or demand required or permitted to be given to any party hereto pursuant to this Agreement (excluding requests for assistance contemplated in Section 2) shall be in writing and may be delivered to the party in person or by sending it by prepaid registered mail, addressed to the other Party, and if mailed shall be deemed to be served three (3) days following the date of such mailing.

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

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

12. AMENDMENT

12.1 No revision, amendment, alteration or addendum to or of this Agreement shall have any effect unless such revision, amendment, alteration or addendum is executed in like manner and with the same formality as was this Agreement.

13. TERMINATION OF AGREEMENT

13.1 This Agreement shall be effective from the date hereof and shall remain in force and effect until 180 days notice has been given by either party to the other requesting that the Agreement be terminated or the terms thereof be renegotiated and/or revised.

14. IN WITNESS WHEREOF the Parties have executed these presents as evidence by the signatures of their respective authorized signing officers in this regard and by their respective seals.

RURAL MUNICIPALITY OF INDIAN HEAD NO. 156

Reeve

(Seal)

Administrator

TOWN OF INDIAN HEAD

Mayor

(Seal)

Administrator

TOWN OF WOLSELEY

Mayor

(Seal)

Administrator