

BYLAW NO. 220-2025

A BYLAW FOR THE RURAL MUNICIPALITY OF INDIAN HEAD NO. 156 IN THE PROVINCE OF SASKATCHEWAN TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE TOWN OF INDIAN HEAD AND THE RURAL MUNICIPALITY OF SOUTH QU'APPELLE NO. 157 FOR THE MUTUAL FIRE AID SERVICES.

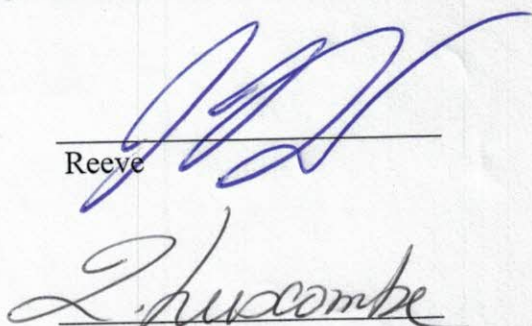
The Council of the Rural Municipality of Indian Head No. 156 in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Indian Head No. 156 is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as Exhibit "A" with the Town of Indian Head, and the Rural Municipality of South Qu'Appelle No. 157 for the purposes stated within this agreement.

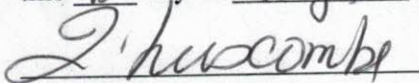
2. That the Reeve and Administrator of the Rural Municipality of Indian Head No. 156 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".



Reeve


Administrator

Read a third time and adopted
this 12 day of Aug 2025


Administrator

A certified true copy of
Bylaw No. 220-2025, adopted
by resolution of Council on the
12th day of August, 2025

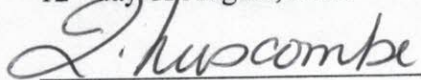

Administrator

Exhibit A

This agreement made this 30 day of September, 2025 between:

RURAL MUNICIPALITY OF INDIAN HEAD NO. 156
(hereinafter referred to as "Municipality 156")

and

TOWN OF INDIAN HEAD
(hereinafter referred to as "the Town")

and

RURAL MUNICIPALITY OF SOUTH QU'APPELLE NO. 157
(hereinafter referred to as "Municipality 157")

WHEREAS:

- A. Municipality 156, the Town and Municipality 157 exist in close proximity, and
- B. Municipality 156 & the Town jointly operate a fire department and Municipality 157 operates a fire department and supply thereby certain fire suppression, rescue and/or dangerous goods services to their respective populations; and
- C. The parties mutually acknowledge that each may not in all cases be able to respond with sufficient resources to calls for Fire Services from within their jurisdictions, and the Councils of the Rural Municipalities and Town deem it expedient and in the public interest to agree between them that the Parties may provide aid, each to the other in such circumstances; and
- D. The Parties are empowered pursuant The Municipalities Act to enter into an agreement with other municipalities for the furnishing of fire-fighting services and fire-fighting equipment beyond boundaries, on any terms that may be agreed on; and
- E. The Parties wish to agree herein to terms upon which fire-fighting services and equipment may be provided;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1.0 DEFINITIONS

1.1 The following words and phrases shall for the purposes of this agreement have the meanings ascribed to them in this section 1.0:

"Aid" means Mutual Aid and Fire Suppression Services

"Assisting Party" means the party requested to provide Fire Services hereunder by the Party primarily responsible for the provision of Fire Services within the boundaries of a municipality, whether or not assistance is actually extended.

"Service Charge(s)" means those charges for the provision of Fire Services as have been adopted and which may be amended from time to time, by bylaw of the Council of each Party.

"Fire Chief" means in the case of either Party the person responsible for the operation and management of the Fire Department, including designate(s) of the Fire Chief.

"Fire Services" means firefighting and rescue services, and may depending on the scope of a particular fire department and first responders include first-line medical aid and response to hazardous materials discharges, explosion, spills and other mishap.

"Incidental Command Procedures" means those procedures for the establishment and/or transferring of command over fire-fighting and related services at the scene of a fire or other emergency.

"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 requests assistance from the other party pursuant to this agreement.

2.0 TERMS OF AGREEMENT

- 2.1 That the parties of the agreement form a Municipal Mutual Aid Area.
- 2.2 That each party within an active fire department may assist any other party to the agreement with certain fire suppression services.
- 2.3 That each party to the agreement may assist any other party to the agreement, in the event of a disaster.
- 2.4 That the objectives of the Mutual Aid Area are as follows:
 - a. To provide a unified, effective organization among participating municipalities through reciprocal assistance, expertise, and equipment in a declared disaster or situation of need.
- 2.5 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 notice of termination by either Party in accordance with Section 12.0.
- 2.6 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 Town and participating Municipalities.

3.0 FIRE SERVICES MUTUAL AID

- 3.1 As and from the effective date, each Party hereto may request Fire Services from the other Party and such Fire Services, if given, shall be requested and extended in accordance with and subject to the terms and conditions set forth in this agreement.
- 3.2 Fire Services may be requested either where the Requesting Party is unable to respond to a call from within its jurisdiction or is unable to respond with personnel or equipment adequate, in the opinion of the Requesting Party, to address the emergency.
- 3.3 The following parties operate fire departments and supply thereby certain fire suppression services to their respective populations;
Indian Head Joint Fire Department
Rural Municipality of South Qu'Appelle No. 157 –
Emergency Services
- 3.4 That each party to this agreement hereby authorizes any of the following officials to call for such services offered through this agreement:
 - Emergency Dispatch Services (911)
 - E.M.O Coordinator,
 - Mayor, Reeve including their named designates,
 - Councilors,
 - Fire Chiefs including their named designates,

4.0 PROTOCOLS AND PROCEDURES

- 4.1 The Assisting Party shall, unless command is transferred at the scene of the emergency provide assistance under the direction of their senior officer of the Requesting Party.
- 4.2 In the event the Assisting Party is the only party at the scene of a fire or other

emergency, the Assisting Party shall provide emergency services in accordance with the policies and operating procedures of the Assisting Party.

4.3 The Fire Chiefs may establish protocols for transferring command at a fire or other emergency scenes.

5.0 ASSISTANCE DISCRETIONARY

5.1 The Parties acknowledge that each has a primary obligation to provide Fire Services as well as other emergency services within the boundaries of its own municipality, and that the provision of aid to the Requesting Party may not be advisable, on a call by call basis, having regard to such factors as the state of available resources, the nature of the incident giving rise to the request for aid, the distances involved, and the existence or apprehension of emergencies or potential emergencies within the Assisting Party's municipality. Accordingly, the Fire Chief of a Party received a request for assistance shall have the sole and unfettered discretion to decline to authorize Fire Services to a Requesting Party and may exercise such discretion without stating reason. Further, the Assisting Party may divert personnel and equipment to another recent notwithstanding a response in aid of the Requesting Party or may withdraw from a scene, whether or not the Assisting Party is in command thereof, if in the sole discretion of the Fire Chief of the Assisting Party another alarm, emergency or location should be afforded a higher priority, and may exercise such discretion without stating reasons.

6.0 PROCEDURE FOR REQUEST

6.1 The Fire Chief (or other designate mentioned in section 3.4) of the Requesting Party shall have and is hereby granted full and sufficient authority to request Fire Services from the Assisting Party.

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

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

7.0 SERVICES CHARGE

7.1 The Assisting Party shall charge fees for the provision of Fire Services hereunder, in accordance with the charges adopted by bylaw by the council of the Assisting Party, it being provided that the fees charged by the Town and the participating Rural Municipalities may be different.

7.2 It is acknowledged that Service Charges may be reviewed from time to time by the respective councils of the Town and participating Rural Municipalities. Service Charges may be amended during the currency of this agreement, by bylaw. Upon changing Service Charges, the party making the change shall immediately notify the other parties and shall furnish participating Municipalities with a copy of the bylaw effecting such changes.

7.3 Following the provision of Fire Service and Assisting Party shall prepare and deliver to the Requesting Party an itemized invoice for payment. The Requesting Party shall remit payment of the amount so billed within 30 days of receipt of 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 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.

8.0 EMERGENCY MEASURES

8.1 The provisions of this 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 the nature.

9.0 INSURANCE

9.1 The Parties each covenant and agree that they shall carry property insurance covering their respective equipment and comprehensive general liability insurance to commercially reasonable limits.

10.0 MUTUAL RELEASES

10.1 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 cause of action in respect of such loss or injury as against the other party, howsoever arising.

11.0 INDEMNIFICATION

11.1 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 Fire 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 loss, costs, claims, expense, demands, claims, actions and causes of action asserted by third parties and in any way arising from performance or nonperformance under this Assisting Party. The within covenants of indemnity shall survive the termination of this Agreement.

12.0 TERMINATION

12.1 Either Party may terminate this agreement upon sixty days. Written notice from the Fire Chief of the terminating Party.

13.0 GENERAL AND MISCELLANEOUS

13.1 The captions, section numbers, article numbers and Table of Contents (if any) 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, article numbers and Table of Contents shall not in any way other than for reference purposes affect the interpretation of construction of this Agreement.

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

13.3 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 hereto or by their successors or assigns.

13.4 The words "hereof", "herein" and "hereunder" and similarly expressions used in any section or subsection of this Agreement or the Schedules relate to the whole of this Agreement and not to that section or subsection only unless otherwise expressly provided.

13.5 If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstance, is to any 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 the Agreement and to be severable and divisible therefrom and its unenforceability of illegality does not affect, impair or invalidate the remainder of the 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.

Neither party is obliged 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.

13.6 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 save only as express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waive. A waiver by a party of any breach or any term, covenant or condition herein contained shall not be and shall be deemed not to be a waiver of any continuing or subsequent breach of such term, covenant or condition (except as specifically expressed in writing to be so) or of a party's rights hereunder or if any other term, covenant or condition herein contained. Without limiting is deemed not to be a waiver or any preceding breach or continuing breach by the other party of any term, covenant or condition of this Agreement, regardless of knowledge of any such preceding breach at the time of acceptance of such payment.

13.7 Notwithstanding anything to the contrary contained in this Agreement, if either the Town, Municipality 156 or Municipality 157 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, labor 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 were it is not within the reasonable control of such party to avoid such delay, excluding any insolvency, lack of funds or other financial cause of delay (hereinafter referred to as "Unavoidable Delay"), such performance shall be excused for the period of the delay and the period within which performance is to be effect shall be extended by the period of such delay.

13.8 Any notice or demand required or permitted to be given to either party hereto pursuant to this Agreement (excluding requests for assistance contemplated in section 3) shall be in writing and may be delivered to the Party in person (or to its authorized agent) or by sending it by prepaid registered mail, addressed:

In the case of the Town to: Town of Indian Head
P.O. Box 460
Indian Head, SK S0G 2K0

In the case of Municipality 156 to: RM of Indian Head No. 156
P.O Box 39
Indian Head, SK S0G 2K0

In the Case of Municipality 157 to: RM of South Qu'Appelle No. 157

P.O. Box 66
Qu'Appelle, SK. S0G 4A0

or to such alternate address in Saskatchewan as either Party may by notice from time to time advise any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then forty-eight (48) hours following the date of mailing, as the case may be, and any time period referred to therein commences to run from the time of delivery of forty-eight (48) hours following the date of mailing as the case may be. If postal service is interrupted or substantially delayed, any notice, demand, request or other instrument shall be hand-delivered.

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

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

THIS AGREEMENT executed the day and date first above written by the affixing of the appropriate signatures for all parties,

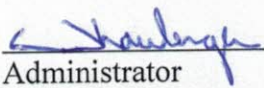
This Bylaw and agreement, having received 3rd and final reading.



Town of Indian Head



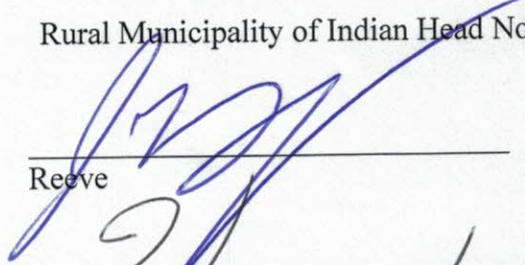
Mayor



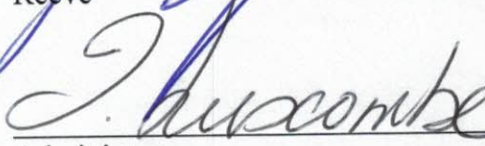
Administrator



Rural Municipality of Indian Head No. 156




Reeve



Administrator



RM of South Qu'Appelle No. 157



Reeve



Chief Administrative Officer