

APRIL MINUTES 1998

BYLAW NO. 240

A BYLAW TO PROVIDE FIRE PROTECTION

The Council of The Rural Municipality of Lajord No. 128, of the Province of Saskatchewan enacts as follows:

1. It shall be lawful for the Council of The Rural Municipality of Lajord No. 128 to enter into an agreement with a number of other municipalities and agencies, as per agreement attached hereto for the purpose of providing fire protection to the entire area of the Rural Municipality of Lajord No. 128 in accordance with its terms and conditions.
2. The Reeve and the Administrator are hereby authorized and directed to execute the said agreement on behalf of the Rural Municipality of Lajord No. 128, and to affix seal of the municipality thereto.

READ THREE TIMES by unanimous vote and passed by the Council of the Rural Municipality of Lajord No. 128 at Lajord, in the Province of Saskatchewan the 16<sup>th</sup> sat of April, 1998 A.D.

Originally Signed By  
**Reeve**



Originally Signed By  
**Rural Municipal Administrator**

Certified a true copy of Bylaw No. 240 adopted by resolution of Council on the 16th day of April, 1998.

Originally Signed By  
**Administrator**

## FIRE PROTECTION AGREEMENT

THIS AGREEMENT MADE THIS 10<sup>th</sup> DAY OF BETWEEN:

- a) The Town of Yellow Grass
- b) The Village of Lang
- c) The Village of Sedley
- d) The Village of Vibank
- e) RM of Lajord No. 128
- f) Riceton Fire Brigade
- g) Kronau & District Emergency Response
- h) The Town of Milestone
- i) Milestone Rural Fire Department
- j) Hutterian Brethren Church of Lajord
- k) Yellow Grass Fire Department

HEREINAFTER REFERED TO AS "THE PARTIES"

WHEREAS:

- A. The Parties exist in close proximity; and
- B. The Parties operate or contract fire departments 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 or other decision makers of the Parties 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 to s. 136 of The Urban Municipalities Act 1984 and s. 214 (2) of The Rural Municipality Act 1989 to enter into agreements with other municipalities for the furnishing of fire-fighting services and fire-fighting equipment beyond urban 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 WITNESSES:

### SECTION 1: DEFINITIONS

L1 The following words and phrases shall for the purposes of this agreement have the meaning, ascribed to them in this Section 1:

## FIRE PROTECTION AGREEMENT

|                               |   |
|-------------------------------|---|
| "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.                                   |
| "Services Charges"            | means those charge for the provision of Fire Services set forth in Schedule "A" hereto, which charges have been adopted and which may be amended from time to time by resolution 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 fire fighting and rescue services, and includes response to hazardous materials discharges, explosions, spills, and other mishap.   |
| "Fire Services Agreement"     | means an agreement between either Party hereto and another municipality or corporate body by which certain fire-fighting and other services are provided to that municipality or corporate body, but excludes mutual aid agreements between fire departments. |
| "Incident 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.                                   |

### SECTION 2: TEM1 OF AGREEMENT

2.1 This Agreement shall be of force and effect from the effective date, and shall continue in effect until the expiration of thirty (30) days following notice of termination by the Council or other decision maker in accordance with the provisions of Section 11.

## FIRE PROTECTION AGREEMENT

2.2 The effective date shall be the date upon which the last Party executes these presents, following ratification hereof, by bylaw, by the Councils or other decision makers of The Parties.

### SECTION 3: 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 manpower or equipment adequate, in the opinion of the Requesting Party to address the emergency.

3.3 Where the Requesting Party is a party to a Fire Services Agreement, the geographic area covered in the Fire Services 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 payment of service charges of the Assisting Party whether or not the municipality receiving aid under the Fire Services Agreement disputes such charges.

### SECTION 4: 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 the 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 of both Parties agree to mutually consult and adopt measure as they deem expedient for the purposes of familiarizing the Parties with:

- (a) the equipment, resources and training of the respective departments; and
- (b) the operating and command procedures of the respective departments;

and the Fire Chiefs may establish protocols for transferring command at fire or other emergency scenes.

### SECTION 5: ASSISTANCE DISCRETIONARY

5.1 The Parties acknowledge that each has a primary obligation to provide Fire Services within the boundaries of its own municipality, and that the provision of aid to the

## FIRE PROTECTION AGREEMENT

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 receiving 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 reasons., Further, the Assisting Party may divert personnel and equipment to another scene 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.

### SECTION 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 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, 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 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 being made under false pretenses.

### SECTION 7: SERVICES CHARGE

7.1 The Assisting Party shall charge fees for the provision of Fire Services hereunder, in accordance with the charges set forth in Schedule "A", annexed hereto and forming part of this Agreement, it being provided that the fees charged by The Parties may be different.

7.2 It is acknowledged that Service Charges are reviewable from time to time by the respective Councils or other decision makers of The Parties. Fees may be amended by resolution of Council or by declaration of any other decision makers of the Parties, on or before April 1st of the ensuing year, for so long as this Agreement remains in force. Revised fees so approved shall be annexed to this Agreement in place of the fees set forth in Schedule "A".

7.3 Following the provision of Fire Services the Assisting Party shall prepare and deliver to the Requesting Party an itemized invoice for payment, in accordance with the

## FIRE PROTECTION AGREEMENT

rates set forth in Schedule "A". 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 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.

7.4 Special provision for such billings is hereby provided when the occurrence is within the R.M. of Lajord. The municipality shall make every effort to assist in collection and will pay, if necessary, provided there is a property tax base on which to place said charges and if the property taxes are deemed to be collectible. (abandoned property)

This agreement hereby constitutes authority for the R.M. of Lajord to place unpaid fire call charges on property taxes.

### SECTION 8: 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 like nature.

### SECTION 9: 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. Each Party shall at the request of the other from time to time provide suitable evidence of the taking out and maintaining of policies of insurance.

### SECTION 10: INDEMNIFICATION

10.J 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, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance under this Agreement by the Assisting Party. The within covenants of indemnity shall survive the termination of this Agreement

### SECTION 11: TERMINATION

## FIRE PROTECTION AGREEMENT

11.1 The Parties hereto may terminate this Agreement upon thirty (30) days written notice to such effect from the Council of the terminating Party to all other parties.

### SECTION 12: GENERAL AND MISCELLANEOUS

12.1 The captions, section numbers, article numbers and Table of Contents (if any) appearing in the 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 or construction of this Agreement.

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

12.3 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.

12.4 The words "hereof", "herein" and "hereunder" and similar 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. The words "the Parties" shall mean respectively "the Party, its successors and/or assigns".

12.5 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 or 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.

## FIRE PROTECTION AGREEMENT

Neither Party is obliged to enforce any term, covenant or condition in this Agreement against any person, if, or to the extent of doing so, such party is caused to be in breach of any laws, regulations or enactments from time to time in force.

12.6 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 an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver. A waiver by a Party of any breach of 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 of any other term, covenant or condition herein contained. Without limiting the generality of the foregoing the subsequent acceptance of payment by a party is not and is deemed not to be a waiver of 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

12.7 Notwithstanding anything to the contrary contained in this Agreement, if either party 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 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 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 a "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.

12.8 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.

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 herein commences to run from the time of delivery or 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 delivered, it to the urban municipality, only in person, and if to the rural municipality, only in person and if to the duly constituted authority, only in person.

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

**FIRE PROTECTION AGREEMENT**

12.10 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.

**THE TOWN OF YELLOW GRASS**

Originally Signed By  
**Mayor**

Originally Signed By  
**Administrator**

**THE VILLAGE OF LANG**

Originally Signed By  
**Mayor**

Originally Signed By  
**Administrator**

**THE VILLAGE OF SEDLEY**

Originally Signed By  
**Mayor**

Originally Signed By  
**Administrator**

**THE VILLAGE OF VIBANK**

Originally Signed By  
**Mayor**

Originally Signed By  
**Administrator**

**RM OF LAJORD NO. 128 of**



Originally Signed By  
**Reeve**

Originally Signed By  
**Administrator**

**RICETON FIRE BRIGADE**

Originally Signed By  
**Fire Chief**

Originally Signed By  
**Secretary Treasurer**

FIRE PROTECTION AGREEMENT

KROANU & DISTRICT EMERGENCY RESPONSE

Originally Signed By  
**Fire Chief**

Originally Signed By  
**Secretary Treasurer**

THE TOWN OF MILESTON

Originally Signed By  
**Mayor**

Originally Signed By  
**Administrator**

MILESTONE RURAL FIRE DEPT.

Originally Signed By  
**Fire Chief**

HUTTERIAN BRETHREN CHURCH OF LAJORD

Originally Signed By  
**Signing Authority**

Originally Signed By  
**Signing Authority**

YELLOW GRASS FIRE DEPARTMENT

Originally Signed By  
**Fire Chief**