

**RURAL MUNICIPALITY OF LUMSDEN No 189**

**BYLAW No. 1-2003**

**A BYLAW TO PROVIDE FOR ENTERING INTO A FIRE SERVICE AGREEMENT WITH THE CITY OF REGINA TO ESTABLISH TERMS AND CONDITIONS FOR FIRE-FIGHTING AND EMERGENCY**


**WHEREAS** it is deemed desirable by the Council of the Rural Municipality of Lumsden No. 189 to enter into an agreement with the City of Regina to establish terms and conditions upon which fire-fighting and related emergency services may be provided by the City of Regina to the Rural Municipality of Lumsden No. 189;

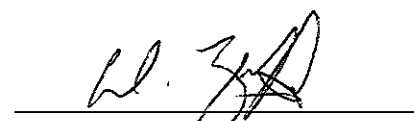
**NOW, THEREFORE,** the Council of the Rural Municipality of Lumsden No 189 in the Province of Saskatchewan enacts as follows:

1. The Reeve and Administrator are hereby authorized to execute under the seal of the Rural Municipality of Lumsden No. 189 an agreement in writing between the Rural Municipality of Lumsden No 189 and the City of Regina for the purpose of establishing terms and conditions upon which fire-fighting and related emergency services may be provided by the City of Regina to the Rural Municipality of Lumsden No. 189,
2. The Memorandum of Agreement made between the Rural Municipality of Lumsden No 189 and City of Regina, which agreement is attached hereto as Exhibit "A" to this bylaw, the terms of which agreement are hereby incorporated herein, adopted, ratified and confirmed.

*Read a first time this*                      15<sup>th</sup> Day of January, 2003.  
*Read a second time this*              10<sup>th</sup> Day of February, 2003.  
*Read a third time this*                 10<sup>th</sup> Day of February, 2003.

(SEAL)

  
 \_\_\_\_\_  
 Reeve

  
 \_\_\_\_\_  
 Administrator

Certified to be a true copy of Bylaw No. 1-2003  
 adopted by resolution of Council on the 10<sup>th</sup> day  
 of February, 2003.

  
 \_\_\_\_\_  
 Administrator

SEAL

Between

THE CITY OF REGINA  
(the "City")

- and -

THE RURAL MUNICIPALITY OF LUMSDEN  
OF SASKATCHEWAN NO. 189  
(the "R.M.")

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**FIRE SERVICES AGREEMENT**

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**INTENT**

- 1.1 The Parties enter this agreement pursuant to section 33 of *The Cities Act* and section 214.1 of *The Rural Municipality Act, 1989*, with the intention of the Parties to provide in all respects for the terms and conditions upon which fire-fighting and related emergency services may be provided by the City to the R.M.
- 1.2 This Agreement replaces a prior agreement by the Parties dated July 30, 1992.

**DEFINITIONS**

- 2.1 In this Agreement:

"**Alarm**" means any call to the RFD or any call routed to the RFD in connection with any Emergency or request for Fire Services;

"**Emergency**" means any situation to which the RFD would normally respond, excluding first-response medical services;

"**Fire Services**" means all those services typically provided by the RFD in response to Alarms, including fire suppression, rescue, and hazardous materials responses, but excluding first-response medical services;

"**Fire Service Area**" means that portion of the geographic area of the R.M. shown highlighted on the map attached hereto and marked Schedule C, it being provided that Provincial Highways within the geographic area of the R.M. are deemed to also be within the Fire Service Area;

"**Local Assistant**" means any Fire Chief appointed by the R.M., or where there is none, the Administrator of the R.M.;

"**Provincial Highway**" has the meaning ascribed in *The Highways and Transportation Act, 1997*.

"**RFD**" means the City of Regina Fire Department.

### **PROVISION OF FIRE SERVICES**

3.1 The City agrees to provide Fire Services to the R.M. in accordance with the terms and conditions and subject to the limitations set forth in this Agreement.

### **RFD RESPONSE TO ALARMS**

4.1 The RFD may respond to Alarms in respect of any Emergency within or stated to be within the Fire Service Area.

4.2 The RFD reserves a complete and sole discretion in deciding:

- (i) whether to respond to an Alarm from or in connection with the Fire Service Area;
- (ii) the manpower and equipment to be dispatched; and
- (iii) whether to recall manpower and equipment in the event a greater Emergency does or may exist within City limits.

4.3 Without limiting the generality of section 4.2, the RFD may consider, in determining whether a response will be made or what level of response will be provided, the following factors:

- (i) Emergencies within Regina or the likelihood of same;
- (ii) weather conditions, road conditions or other hazards which may unduly jeopardize the safety of personnel or unduly place equipment at risk;
- (iii) the availability of manpower and the state of readiness of equipment;
- (iv) the extent and suitability of road access to the place of the Emergency; and
- (v) the nature, severity and location of the reported Emergency.

4.4 The RFD may respond to Alarms from or in connection with the Fire Service Area without taking measures to authenticate the Alarm. The RFD reserves the right however to authenticate Alarms and to confirm the location of the reported Emergency prior to dispatching manpower and equipment.

### **DUTIES OF THE LOCAL ASSISTANT**

5.1 Nothing in this agreement shall operate to impose on the RFD, in connection with the Fire Services Area, the duties of the Local Assistant as described in section 11 of *The Fire Prevention Act, 1992*.

5.2 Notwithstanding Article 5.1, the RFD shall furnish the R.M. with copies of any reports or debriefing materials prepared by the RFD in connection with responses within the Fire Services Area. In the case of responses involving personal injury or significant property loss, the RFD acknowledges that the provincial Fire Commissioner may require the prompt furnishing of reports and the RFD shall provide reports in connection with such responses forthwith. Further, the Parties agree to investigate ways and means by which reports may be

electronically transmitted by the RFD either to the R.M. or, as agent of the R.M. and not as its Local Assistant, directly to the Fire Commissioner's Office.

### **FIRE INSPECTION SERVICES**

- 6.1 Fire Inspection Services by the RFD are not included services hereunder.
- 6.2 The R.M. shall from time to time provide to the Fire Chief the results of such fire inspections as the R.M. undertakes, and any other information it may have available with regard to hazardous materials, fire hazards, non-compliant properties and such other information as may materially affect the extent or nature of Emergency responses hereunder.

### **PAYMENT FOR FIRE SERVICES**

- 7.1 In consideration of this Agreement and of Fire Services provided hereunder, the R.M. covenants and agrees to pay to the City:
- (i) on or before June 30 of each year during the currency of this Agreement, an annual fee calculated in accordance with Schedule A;
  - (ii) for each Alarm to which the RFD responds, a further sum calculated in accordance with Schedule B.
- 7.2 Amounts charged under section 7.1(ii) shall be invoiced by the RFD on a per-response basis, and shall be due and payable by the R.M. no later than 60 days following the delivery of an invoice therefor.
- 7.3 Late payment of sums or portions thereof shall bear interest from the due date to and including the date of payment, at the rate of the prime rate of the Bank of Canada plus 2% per annum.
- 7.4 The City agrees that where responses to the Fire Services Area qualify for funding or reimbursement from such agencies as SGI (Jaws of Life) or the Inter-municipal Rescue Fund then the City will apply for such funding in connection with such responses and any invoices delivered to the R.M. pursuant to Schedule B shall be net of proceeds received by the City from such agencies. For greater certainty the Parties expressly agree that nothing contained in this Article 7.4 obliges the City to deal directly with the owners of properties to which responses are made, or their insurers.
- 7.5 The City agrees that the payments to be remitted hereunder by the R.M. are deemed to include reimbursement or compensation for supplies and equipment consumed, expended, damaged or destroyed in the course of Emergency responses hereunder, and for such liabilities as the City may incur directly or indirectly in connection with injury or death of RFD personnel.

### **RELEASE**

- 8.1 The R.M. agrees that the exercise in good faith of the discretion reserved by the RFD in determining whether a response will be made to an Alarm, in determining the level of response, or in reassigning dispatched equipment or personnel to an emergency within the limits of the City shall not in any way be actionable by the R.M. against the City.

- 8.2 The R.M. releases and discharges the City from any and all claims, losses, demands, costs, expense or damages incurred by the R.M. and in any way related to the acts or omissions of the RFD, its employees and agents in the course of an Emergency response, EXCEPT and in such event only to the extent such costs are attributable to acts or omissions in the course of Emergency responses as are actionable and sustainable as against the RFD, its employees and agents pursuant to law.
- 8.3 For greater certainty, it is expressly agreed that the benefit of Articles 8.1 and 8.2 extend to employees of the City.

#### **INDEMNIFICATION AND INSURANCE**

- 9.1 The R.M. agrees to indemnify and save harmless the City, its servants, employees and agents, from and against all claims, losses, demands, costs, expense, damages, actions or causes of action (hereinafter called "costs" in this Article asserted against the City, its employees and agents, and arising in any way out of the performance or non-performance of the RFD under this Agreement, EXCEPT, and in such event only to the extent, such costs are attributable to decisions, acts or omissions of the RFD, its employees and agents as are actionable and sustainable as against the RFD, its employees and agents pursuant to law.
- 9.2 For greater certainty, it is expressly agreed that the benefit of the indemnity granted in Article 9.1 extends to employees of the City.
- 9.3 In the event costs are asserted against the City as contemplated in section 9.1, the City shall as soon as practical notify the R.M. of the claim and shall thereafter consult with the R.M. in the course of the investigation, settlement or defence of the claim. The City agrees that no settlement of the claim or consent to judgement in connection therewith shall be effected by the City without the express consent of the R.M. thereto.
- 9.4 The indemnities granted in this Article extend to and include any legal fees incurred by the indemnified party, on a solicitor and client basis.
- 9.5 Each party covenants with the other that it shall secure and maintain in force during the currency of this Agreement such policy or policies of liability insurance to limits as would be secured and maintained by prudent parties in such circumstances, having limits in any event of not less than \$5,000,000 per occurrence.
- 9.6 Each Party shall, on request, provide the other Party with copies of insurance policies or other suitable evidence that such policies have been secured, renewed or replaced, as the case may be.
- 9.7 The City agrees to indemnify and save harmless the R.M. from and against all costs asserted against the R.M., its servants and agents, and arising in any way out of RFD responses to emergencies within Provincial Highways as contemplated in section 2 of Schedule B, EXCEPT, and in such event only to the extent, such costs are attributable to decisions, acts or omissions of the R.M., its servants and agents, as are actionable and sustainable as against the R.M., its employees and agents pursuant to law.
- 9.8 For greater certainty, it is expressly agreed that the benefit of the indemnity granted in Article 9.7 extends to employees of the R.M.

9.9 All covenants of indemnity set forth herein exclude any liability for pure economic loss.

### **CONDITIONS PRECEDENT**

10.1 This Agreement shall not take effect until each of the councils of the City and the R.M. have, by bylaw, ratified and adopted the provisions hereof. Upon the enactment of such bylaws, the annual charges provided for in clause 7.1(i) shall apply to the 2002 calendar year, and shall have retro-active operation to January 1, 2002, and the per-response fees provided for in clause 7.1(ii) shall apply from the effective date of this agreement.

### **GENERAL AND MISCELLANEOUS PROVISIONS**

#### **Schedules**

11.1 Any schedules to this Agreement form a part hereof.

#### **Headings**

11.2 Headings and/or captions appearing in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope and intent of this Agreement and shall not other than for reference purposes affect the interpretation or construction hereof.

#### **Reference to Agreement**

11.3 The words "hereof", "herein" and "hereunder" and words of similar import used in any section or subsection of this Agreement or the Schedules shall be deemed to relate to this Agreement in its entirety and not only to that section or subsection, unless the contrary is expressly stated.

#### **Severability**

11.4 If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances, if any, shall be unaffected thereby and shall be enforced to the greatest extent permitted by law.

#### **Amendments**

11.5 No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and duly signed.

#### **Waiver**

11.6 A waiver by either party of the strict performance by the other of any covenant or provisions of this Agreement shall not constitute waiver of any subsequent breach of any such covenant or provision, or of any other covenants, provisions or terms of this Agreement.

#### **Notices**

11.7 Notices or documents to be given or tendered pursuant to this Agreement shall be sufficiently given or tendered if posted or delivered

In the Case of the City, to:

Fire Chief  
City of Regina  
P.O. Box 1790  
Regina, SK S4P 3C8

In the Case of the R.M., to:

Administrator  
Rural Municipality of Lumsden No. 189  
300 James Street  
P.O. Box 160  
Lumsden, SK S0G 3C0

### **Saskatchewan Law**

11.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. This Agreement is deemed to have been entered into in the City of Regina, Saskatchewan, and any legal action(s) hereunder shall be commenced and tried in the Judicial District in which the City is located and the parties attorn to the jurisdiction of court(s) of competent jurisdiction in such District.

### **Further Assurances**

11.9 The Parties agree to do anything further and to sign such further documents which may be necessary or appropriate to carry out the purposes of this Agreement according to its intent.

### **Entire Agreement**

11.10 This Agreement contains all the terms and conditions agreed to by the Parties. There are no collateral agreements, representations, warranties or holdings out of any nature in any way related to the provision of fire services to the R.M. by the City. All previous fire service agreements between the parties are no longer in effect.

### **Termination**

11.11(1) This Agreement may be terminated:

- (i) by the City, by notice in writing to be delivered not less than one year prior to the effective date of such termination, which effective date shall be expressly stated in the notice; and
- (ii) by the R.M., by notice in writing to be delivered not less than 90 days prior to the effective date of such termination, which effective date shall be expressly stated in the notice;

and in the event the effective date of termination under subclauses (i) or (ii) above is other than December 31<sup>st</sup> of any year during the currency of this Agreement, then the annual charge described in section 5.1(i) shall be adjusted to the nearest month, as of the effective date, and payments or rebates shall be tendered accordingly.

- (2) Notwithstanding clause 11.11(1), the City may terminate this Agreement by notice in writing, to be delivered not less than ninety (90) days prior to the effective date of such termination in the event the R.M. fails to remit any payment required by this Agreement. In the event of payment together with all accrued interest by the R.M. prior to the effective date of termination, the notice of termination pursuant to this clause shall be of no effect and the within agreement shall continue in full force and effect.
- (3) Termination in accordance with the provisions of this Article shall not extinguish any right, entitlement, liability or covenant as to payment arising during the currency hereof and the

same shall be enforceable whether before or after the effective date of termination. Without restricting the generality of the foregoing, the release(s) described in Article 8 and the indemnities granted in Article 9 shall survive the termination of this Agreement with respect to any cause, act or omission arising or occurring during the currency of this Agreement, it being provided however that the indemnification provisions set forth in Article 9 shall continue in full operation and effect for a period limited to two years next following the effective date of termination pursuant to 11.11(1).

**Enurement**

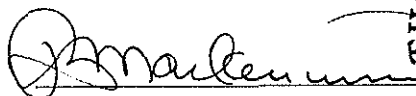
11.12 This Agreement binds and enures to the benefit of the Parties, their respect successors and assigns.

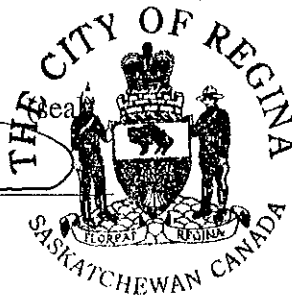
**Co-operation**

11.13 The Parties shall co-operate for the purposes of establishing practices and protocols, and in providing such information as may facilitate the provision of Fire Services hereunder or in the administration of this Agreement, including the provision of updated maps as may be in the possession of the R.M. upon the request of the RFD, the advisement of the RFD by the R.M. of significant road work or road closings or obstructions from time to time, the provision by the R.M. of graders for the suppression of grass fires, the furnishing of calculations of annual fees and per response fees by the RFD in the same format and levels of detail as are set forth in the schedules, the provision by the RFD, at the request of the R.M., of details of Alarms originating within or in connection with the Fire Services Area, and the prior notice to the RFD of stubble-burning or planned controlled fires within the Fire Services Area so as to avoid responses to false alarms. In this context of planning and co-operation the parties further agree to consult with the other's emergency measures committee, organisation or co-ordinator(s), as the case may be.

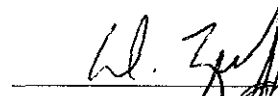
THIS AGREEMENT executed the day and date first above written by the affixing of the appropriate signatures for both Parties.

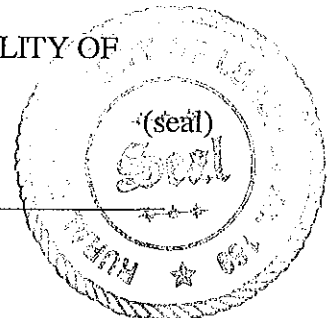
THE CITY OF REGINA

  
City Clerk



THE RURAL MUNICIPALITY OF LUMSDEN NO. 189

  
Administrator



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Reeve



## SCHEDULE A

### CITY OF REGINA AND RURAL MUNICIPALITY OF LUMSDEN NO. 189

#### ANNUAL FEE

[clause 7.1(i)]

The Rural Municipality of Lumsden No. 189 shall pay to the City, on or before June 30<sup>th</sup> of each year of the currency of the Fire Services Agreement, an annual fee calculated as follows:

**For 2002**, the negotiated sum of \$7,539.60.

**For 2003**, the sum of \$7,539.60 shall be increased by a percentage representing the greater of:

- (1) The increase from December 31, 2001 to December 31, 2002 of the All-Items category of the Consumer Price Index for Regina published by Statistics Canada; or
- (2) The percentage increase in 2002 from the 2001 total RFD Operating Budget.

**For 2004**, and subsequent years, the annual charge shall be adjusted and increased (if at all) from that of the previous year by the greater of the CPI All-Items increase (if any) or the percentage increase (if any) in Regina's total Fire Department Operating Budget and in the manner described for 2003.

**SCHEDULE B**

**CITY OF REGINA AND  
RURAL MUNICIPALITY OF LUMSDEN NO. 189**

**PER RESPONSE FEE**

[clause 7.1(ii)]

In addition to the Annual Fee calculated in accordance with Schedule A, the Rural Municipality of Lumsden No. 189 shall pay to the City a "Per Response" Fee in connection with each Alarm received by the RFD from or in connection to the Fire Service Area, calculated as follows:

- (1) In the event of an Alarm and a cancelled response by the RFD prior to Apparatus leaving the fire station or stations:

**\$0.00**

- (2) In the event of an RFD response to an Emergency within the right-of-way of any Provincial Highway located within the Fire Service Area:

**\$0.00**

it being provided that the RFD may pursue payment of its charges or portions thereof from third parties.

- (3) In the event of an Alarm and a recall to RFD station(s) prior to arrival at the scene:

**Flat Rate: \$125.00 per firefighter dispatched**

- (4) In the event of a false alarm (provided that personnel arrive at the reported scene of the Emergency):

**A charge for one (1) hour, or portion thereof, calculated in accordance with point 5(a) below.**

- (5) In the event of a response and the provision of Fire Services, the fee shall be calculated in accordance with the following:

- (a) For the First Hour or portion thereof:

**(A + B) x C = Per Incident Fee, where**

A = First Class Firefighter Overtime Rate x 4



