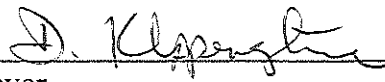


BYLAW No. 7-96

**A BYLAW TO PROVIDE FOR ENTERING INTO A MUTUAL AID FIRE
AGREEMENT WITH THE CITY OF REGINA TO PROVIDE EMERGENCY
RESPONSE SERVICES**

The Council of the Town of Lumsden, in the Province of Saskatchewan, enacts as follows:

1. The Town of Lumsden is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as Appendix A, with the **CITY OF REGINA** for the purpose of providing emergency response services.
2. The Mayor and Administrator of the Town of Lumsden are hereby authorized to sign and execute the attached agreement identified as Appendix A.



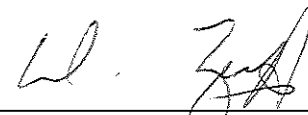
Mayor

(SEAL)



Administrator

Certified to be a true copy of Bylaw No. 7-96 adopted by resolution
of Council of the Town of Lumsden on the 9th day of September, 1996.



Administrator

(SEAL)

THIS AGREEMENT MADE THIS 9 DAY OF September, A.D. 1996.

BETWEEN:

THE CITY OF REGINA
a municipal corporation in
the Province of Saskatchewan
(hereinafter referred to as "the City")

OF THE FIRST PART

- and -

TOWN OF LUMSDEN
the Province of Saskatchewan
(hereinafter referred to as "the Town")

OF THE SECOND PART

WHEREAS:

- A. The City and the Town exist in close proximity; and
 - B. The City and the Town operate 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 of the City and the 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 to s. 136 of The Urban Municipality Act, 1984 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

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

- "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 Charge(s)" means those charges 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 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 fire-fighting and rescue services, and includes in the case of the City as Assisting Party first-line medical aid and response to hazardous materials discharges, explosions, spills and other mishap.
- "Fire Services Agreement" means an agreement between either Party hereto and another municipality by which certain fire-fighting and other services are provided to that municipality, but excludes mutual aid agreements between fire departments.
- "Incident Command Procedures" mean 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: TERM 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 30 days following notice of termination by the Fire Chief of either Party in accordance with Section 13.

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 of the City and the Town.

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 measures 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 6: ASSISTANCE DISCRETIONARY

6.1 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 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 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 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 7: PROCEDURE FOR REQUESTS

7.1 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.

7.2 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.

7.3 The Chief of the Assisting Party is further authorized to dispatch such personnel and equipment as can be allocated, in his judgment, 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 pretences.

SECTION 8: SERVICES CHARGE

8.1 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 City and the Town may be different.

8.2 It is acknowledged that Services Charges are reviewable from time to time by the respective Councils of the City and the Town. Fees may be amended, by bylaw, on or before April 1st, for 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".

8.3 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 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.

SECTION 9: EMERGENCY MEASURES

9.1 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 10: INSURANCE

10.1 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 11: MUTUAL RELEASES

11.1 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.

SECTION 12: INDEMNIFICATION

12.1 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 Agreement by the Assisting Party. The within covenants of indemnity shall survive the termination of this Agreement.

SECTION 13: TERMINATION

13.1 Either Party hereto may terminate this agreement upon thirty days' written notice from the Fire Chief of the terminating Party

SECTION 14: GENERAL AND MISCELLANEOUS

14.1 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 or construction of this Agreement.

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

14.3 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.

14.4 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 Town" and "City" shall mean respectively "the Town, its successors and/or assigns" and "City, its successors and/or permitted assigns".

14.5 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.

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.

14.6 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.

14.7 Notwithstanding anything to the contrary contained in this Agreement, if either the Town or the City 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 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.

14.8 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 City,

to: Director of Fire Services
P.O. Box 1790
Regina, Saskatchewan. S4P 3C8

And in the case of the Town

to: Town of Lumsden
Office of the Administrator
Post Office Box 160
Lumsden, Saskatchewan. S0G 3C0

or to such alternate address in Saskatchewan as either party may by notice from time to time advise, and if mailed as aforesaid shall be deemed to be given on the third business day after the date of such mailing.

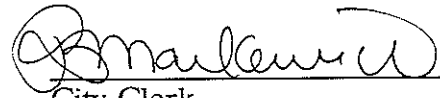
Any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then forty-eight (48) hours following the date of mailing, as the case may be, and any time period referred to therein commences to run from the time of delivery 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, if to the Town, only in person, and if to the City, only by delivery of the same to the City in an envelope addressed to the City at the above address.

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

14.10 This Agreement shall be binding upon and enure 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 both parties.

CITY OF REGINA




City Clerk

TOWN OF LUMSDEN



MAYOR

H:MUTUAL.AGR



Administrator

SCHEDULE OF FEES PER RESPONSE

First class firefighters overtime rate multiplied by the number of hours responding or portion thereof (at a minimum of four (4) hours); plus, the prior years approved operating budget divided by the product of the Departments total firefighter strength (as of January 1 of the current year) and the average number of hours worked per firefighter per year, all multiplied by the number of hours responding or portion thereof; all multiplied by the number of firefighters responding as per the attached formula:

$$\text{FEE FOR SERVICE/RESPONSE} = \{A + B\} \times C$$

$$A = \left\{ \begin{array}{l} \text{First class} \\ \text{firefighters} \\ \text{overtime rate} \end{array} \times \begin{array}{l} \text{Number of hours} \\ \text{responding or} \\ \text{portion thereof} \\ \text{(min. of 4 hrs.)} \end{array} \right\}$$

$$B = \left\{ \frac{\text{Prior years approved Operating budget}}{\left[\begin{array}{l} \text{Total firefighter strength} \\ \text{(as of January} \\ \text{of current year)} \end{array} \right] \times \left[\begin{array}{l} \text{Average Hours} \\ \text{worked per firefighter} \\ \text{per year} \end{array} \right]} \right\} \times B_1$$

B_1 = Number of Hours Responding or Portion Thereof

C = Number of Firefighters Responding

Examples (These are generic examples, and do not reflect what the actual numbers will be pursuant to this agreement):

1. Assuming a four (4) hour fire response time with four (4) firefighters responding, the fee would be:

$$\begin{aligned} &= (\$107.84 + \$85.64) \times 4 \\ &= \$193.48 \times 4 \\ &= \$773.92 \end{aligned}$$
2. Assuming a one (1) hour fire response time with three (3) firefighters responding, the fee would be:

$$\begin{aligned} &= (\$107.84 + \$21.41) \times 3 \\ &= \$387.75 \end{aligned}$$
3. Assuming a six (6) hour fire response with four (4) firefighters responding, the fee would be:

$$\begin{aligned} &= \{(\$26.96 \times 6) + \$128.46\} \times 4 \\ &= \$1160.88 \end{aligned}$$