

**BYLAW NO 4-2019**

**A BYLAW TO PROVIDE FOR THE RURAL MUNICIPALITY OF NIPAWIN NO. 487 TO ENTER INTO AN AGREEMENT FOR FIRE SUPPRESSION & RESCUE SERVICES FROM THE TOWN OF NIPAWIN**

The Council of the Rural Municipality of Nipawin No. 487 in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the Fire Suppression and Rescue Services Agreement
2. In this bylaw:
  - a. "Administrator" shall mean the administrator of the municipality;
  - b. "Council" shall mean the council of the municipality;
  - c. "Head of council" shall mean the reeve of the municipality;
  - d. "Municipality" shall mean the Rural Municipality of Nipawin No. 487;
3. The Rural Municipality of Nipawin No. 487 is hereby authorized to enter into an agreement with Town of Nipawin for the purpose(s) stated within the agreement.
4. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
5. The head of council and the administrator are hereby authorized to sign and execute the agreement described as Exhibit A.
6. Bylaw No. 2-2016 is hereby repealed.

  
\_\_\_\_\_  
Reeve


  
\_\_\_\_\_  
Administrator



"Certified to be a true copy of Bylaw No. 04-2019 adopted by

the council of the Rural Municipality of Nipawin No. 487

on the 12<sup>th</sup> day of February, 2019."

  
\_\_\_\_\_  
Administrator



THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BETWEEN:

THE TOWN OF NIPAWIN

(hereinafter referred to as "the Town")

- and -

THE SIGNATORY INCORPORATED MUNICIPALITIES AND REGIONAL PARK  
AUTHORITIES

(hereinafter referred to as "the Municipality")

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## FIRE SUPPRESSION & RESCUE SERVICES AGREEMENT

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**WHEREAS** Section 42 of *The Municipalities Act* provides, in part, that "[a] municipality may provide any service or thing that it provides in all or part of the municipality: (a) on behalf of any other municipality, with the agreement of that other municipality";

**AND WHEREAS** each Municipality in this Agreement recognizes that within the confines of its jurisdiction there may occur an emergency incident which would require the response of an emergency service provider.

**AND WHEREAS** the Town operates fire protection and rescue services, has appointed a Fire Chief and owns fire protection assets through a fire department situated within the Town of Nipawin;

**AND WHEREAS** the Municipality wishes to contract with the Town for the purposes of receiving fire protection and rescue services within specified areas;

**NOW THEREFORE THE MUNICIPALITIES AGREE AS FOLLOWS:**

### 1. INTENT

- 1.1 This Agreement is entered into by the Town and each Municipality pursuant to Section 42 of *The Municipalities Act* and is intended by the municipalities to provide in all respects for the terms and conditions upon which fire suppression and rescue services will be provided by the Town to the Rural Municipality of Nipawin, Village of Codette, Village of Love, Village of White Fox, Rural Municipality of Torch River (Divisions 1 & 4), Nipawin & District Regional Park, Wapiti Valley Regional Park and Resort Village of Tobin Lake,.

The Resort Village of Tobin Lake shall be a member party of this agreement until the 31<sup>st</sup> day of December, 2018 and shall thereafter cease to be a member party and thereafter shall no longer be subject to any of the terms contained within this agreement.

1.2 This Agreement replaces any prior agreements between the Municipalities and Regional Park Authorities.

1.3 The objective of the Fire Suppression & Rescue Services Agreement is to provide an Emergency Response with the expertise of the Town of Nipawin's Fire Department personnel and equipment on a contracted basis to each municipality and Regional Park Authority.

## 2. DEFINITIONS

In this Agreement: the following words or phrases have the meaning ascribed to them in this Article, unless the contrary is expressly provided.

2.1 “**Alarm**” means any call to NFD or any call routed to the NFD in regard to any request for an *emergency response* to the Municipality.

2.2 “**Capital Equipment**” means equipment with a value of over \$10,000.00 with a useful life greater than one (1) year, including upgrades (betterments) that extend the useful life of an asset.

2.3 “**Emergency Response**” means the delivery of personnel, equipment and emergency apparatus in order to address an emergency incident.

2.4 “**Emergency Incident**” means an event within the confines of the boundaries of one of the Municipalities and Regional Park Authorities in this Agreement that require an emergency response and that is in the nature of either:

- (a) a present or imminent situation or condition, including fire, which requires prompt action to prevent or limit:
  - (i) the loss of life
  - (ii) harm or damage to the safety, health or welfare of people, or damage to property or the environment, or;
- (b) an event which is referred to as, but not expressly limited to:
  - (i) Rescue operations, including
    - (a) Surface water rescue
    - (b) Basic rope rescue
    - (c) Vehicle extrication
    - (d) Structural collapse support operations

- (e) Confined space entry, and
    - (f) Trench rescue support operations
  - (ii) Dangerous goods first response: Operations level
- 2.5 “**Fire Chief**” means the person that is appointed as Fire Chief by the Town of Nipawin.
- 2.6 “**NFD**” means the Nipawin Fire Department.
- 2.7 “**Operating Costs**” means the costs incurred by the Nipawin Fire Department, as defined in Schedule “A” for the purpose of providing fire suppression and rescue services.
- 2.8 “**Provincial Highway**” has the meaning ascribed in the current *Highways and Transportation Act*.
- 2.9 “**Service Area**” means the entire geographic area or a portion thereof within each participant’s area as outlined in subsection 1.1.
- 2.10 “**Third Party**” means any individual or group that is not a ratepayer in the service area.

### 3. EMERGENCY SERVICE PROVIDER

- (a) Each Municipality agrees that the NFD be, and it is hereby designated as, the *Emergency Services Provider*.
- (b) Subject to the following provisions, the Town agrees to make the services of the NFD, insofar as its resources from time to time and other relevant circumstances may reasonably permit, available to be requested by the inhabitants of the Municipalities to provide an *Emergency Response* to an Emergency Incident within the Service Area.
- (c) Each Municipality agrees to engage the Provincial Emergency Communications Centre to provide their Municipality with their dispatch services.
- (d) Each Municipality shall pay their service fees to the Provincial Emergency Communications Centre as and when the same are levied.
- (e) The *Emergency Response* shall be furnished pursuant to a request made by the Provincial Emergency Communications Centre of each Municipality that requires services and equipment furnished to it. Each request shall specify the nature and extent of the *Emergency Response* required from the Town.

- (f) The Town shall furnish only the services and equipment requested of it for emergency instances referred to in subsections 2.4(a) and 2.4 (b).

#### **4. EXCHANGE OF INFORMATION**

Each Municipality shall supply the following information to the Provincial Emergency Communications Centre:

- (a) A map indicating the Municipality's geographical boundaries showing the service area for which it, its residents, or a person travelling through its jurisdiction, may request service;
- (b) Each Municipality shall keep current the information supplied by it, pursuant to subsection 4(a), and shall provide amended copies of its map as soon as there is a change to its boundaries.

#### **5. DUTIES OF THE FIRE CHIEF**

- 5.1 Nothing in this agreement shall operate to impose on the Town, in connection with the *Service Area*, the duties of the Fire Chief.
- 5.2 Each Municipality agrees that the Fire Chief or his designate exercise his sole discretion to determine the nature of the response of Nipawin Fire Department equipment, vehicles, and personnel, if any, as a result of a request for Emergency Incident services provided pursuant to this Agreement. The Fire Chief or his designate may limit the response of the Fire Department to a request for services pursuant to this Agreement when, and to the extent that, in his judgment, circumstances and his responsibilities require him to do so.
- 5.3 All fire services provided by the NFD and the response of equipment, vehicles and personnel pursuant to this Agreement shall at all times be under and subject to the exclusive control, direction and general supervision of the Fire Chief or his designate.
- 5.4 The NFD shall furnish each Municipality with copies of monthly reports prepared by the NFD in connection with responses within the *Service Area*.
- 5.5 Upon request, the Fire Chief shall perform the duties of municipal inspector (Local Assistant (to the Office of the Fire Commissioner)) in accordance with the *Fire Safety Act and The National Fire Code of Canada*.

## 6. PAYMENT FOR FIRE SERVICES

- 6.1 In consideration of the Fire Suppression and Rescue Services provided by the Town, The Municipality agrees to pay the Town the fees as more particularly set out in Schedule “A” attached hereto.
- 6.2 Pursuant to subsection 5.2, if the Fire Chief requires additional resources for any incident during the term of this agreement, and the Town arranges for those resources to be provided by other municipalities, then the municipality may charge fees in accordance with the Carrot River Valley Mutual Aid Agreement.
- 6.3 In the event that any party requires additional services not provided within this Agreement, the fee shall be set out in accordance with Schedule “B”.

## 7. RELEASE

- 7.1 Each Municipality agrees that the exercise of discretion by the NFD in accordance with the terms of this Agreement shall not in any way be actionable by any of them against the Town, whether in contract, quasi-contract or tort, UNLESS, and in such event only to the extent, such decisions, acts or omissions are made in bad faith or in willful and wanton disregard of the obligations of the NFD hereunder.
- 7.2 The parties each covenant and agrees that it shall not commence legal action or otherwise seek recovery from any other party to this agreement for any loss or damage arising from or in any way related to the adequacy, including a complete failure, of any NFD response to an Emergency Incident or otherwise to the acts or omissions of the NFD, its employees and agents in the course of such response.
- 7.3 For greater certainty, it is expressly agreed that the benefit of subsections 7.1 and 7.2 extend to employees of the Town.

## 8. INDEMNIFICATION AND INSURANCE

- 8.1 Each party (“the Indemnifying Party”) shall be responsible for, and agrees to indemnify and save harmless each other party to this agreement, and its servants, employees and agents, from and against, a share as set forth in subsection 8.2 of all claims, losses, demands, costs (including legal costs on a solicitor and client basis) expense, damages, actions or causes of action (hereinafter called “Costs” in this Section 8) asserted against any party relating in any way to the performance or non-performance of any matter or obligation under this Agreement.

- 8.2 Each party's share of the Costs shall be determined as set forth in Section 4 of Schedule A to this agreement.
- 8.3 In the event Costs are asserted against any party as contemplated in subsection 8.1, that party shall as soon as practical notify each other party of the claim and shall thereafter consult with each party in the course of the investigation, settlement or defense of the claim. The Town agrees that no settlement of the claim or consent to judgment in connection therewith shall be effected by the Town without the express consent of each Municipality thereto.
- 8.4 The indemnity granted in subsection 8.1 extends to and includes any legal fees incurred by the Town, on a solicitor and client basis.
- 8.5 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 municipalities in such circumstances, having limits in any event of not less than \$5,000,000 per occurrence.
- 8.6 The Town agrees to indemnify and save harmless each Municipality from and against all costs asserted against the Town of Nipawin, its servants and agents, and arising in any way out of NFD responses to emergencies within Provincial Highways, EXCEPT, and in such event only to the extent, such costs are attributable to decisions, acts or omissions of the Municipality, its servants and agents, as are actionable and sustainable as against the Municipality, its employees and agents pursuant to law.
- 8.7 For greater certainty, it is expressly agreed that the benefit of the indemnity granted in subsection 8.6 extends to employees of the Municipality.

## **9 GENERAL AND MISCELLANEOUS PROVISIONS**

### **Schedules**

- 9.1 Any schedules to this Agreement form a part hereof.

### **Headings**

- 9.2 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**

9.3 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**

9.4 If any provision of this Agreement or the application thereof to any Municipality 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**

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

### **Waiver**

9.6 A waiver by any municipality 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**

9.7 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 Town, to:

Chief Administrative Officer  
Town of Nipawin  
P.O. Box 2134  
Nipawin, SK S0E 1E0

In the case of each Municipality to:

The Administrator of each Municipality



### **Entire Agreement**

9.8 This Agreement contains all the terms and conditions agreed to by the municipalities. There are no collateral agreements, representations, warranties or holdings out of any nature in any way related to the provision of fire services or emergency rescue services to each Municipality by the Town. All previous fire service and emergency rescue services agreements between the municipalities are no longer in effect.

### **Dispute Resolution**

9.9 If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and the person designated by The Municipality, the parties agree to participate in the following dispute resolution procedure:

- (a) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each Municipality's Administrator. The Administrators will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
- (b) If the Administrators fail to resolve the dispute within 30 days following the date of their meeting, then they shall each prepare a written report to their respective councils. The council of The Town and the council of The Municipality each agree to appoint one or more members/representatives to work with the one or more members/representatives of the other municipality to resolve the dispute or disagreement.
- (c) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honored in order that each of the parties may be fully advised of the other's position.
- (d) In the event that the designated council representatives cannot resolve the dispute within 30 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with *The Arbitration Act*.

9.10 The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

9.11 Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this subsection 9.10, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

### **Termination**

9.12 (a) This Agreement may be terminated:

(i) by the Town, by notice in writing to be delivered not less than one (1) year prior to the effective date of such termination, which effective date shall be expressly stated in the notice; and

(ii) by a Municipality, by notice in writing to be delivered not less than one (1) year prior to the effective date of such termination, which effective date shall be expressly stated in the notice;

(b) Notwithstanding subsection 9.12(a), the Town 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 any Municipality refuses or neglects to remit any payment required by this Agreement. Alternatively, the Town may elect to suspend the provision of the provision of the services of the NFD to the defaulting Municipality until such default is fully remedied.

(c) Termination or suspension in accordance with the provisions of this subsection 9.12 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 Section 7 and the indemnities granted in Section 8 shall survive the termination of this Agreement with respect to any cause, act or omission arising or occurring during the currency of this Agreement.

- Enurement**
- 9.13 This Agreement binds and enures to the benefit of the municipalities, their respective successors and assigns.

**Alterations or Additions to Agreement**

- 9.14 If at any time during the continuance of this Agreement the municipalities hereto shall deem it necessary or convenient to make any alteration or addition to this Agreement, they may do so by means of a written Agreement between them which shall be supplemented hereto and form part thereof.

**Annual Budget**

- 9.15 All parties will share the operating cost of the NFD according to the following conditions, the Town and each Municipality will appoint two representatives to a Nipawin & District Fire Protection Committee who shall meet at least once a year no later than the end of March for the purpose of reviewing the operation and equipment needs for the Nipawin Fire Department and to recommend to the Town of Nipawin an Operating Budget for the Fire Department.

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

**TOWN OF NIPAWIN**

\_\_\_\_\_  
Mayor

(Seal)

\_\_\_\_\_  
Chief Administrative Officer

**R.M. OF TORCH RIVER NO. 488**

\_\_\_\_\_  
Reeve

(Seal)

\_\_\_\_\_  
Administrator

**R.M. of NIPAWIN NO. 487**

  
Reeve

(Seal)

  
Administrator

**VILLAGE OF CODETTE**

\_\_\_\_\_  
Mayor

(Seal)

\_\_\_\_\_  
Administrator

**VILLAGE OF LOVE**

\_\_\_\_\_  
Mayor

(Seal)

\_\_\_\_\_  
Administrator

**VILLAGE OF WHITE FOX**

\_\_\_\_\_  
Mayor

(Seal)

\_\_\_\_\_  
Administrator

**RESORT VILLAGE OF TOBIN  
LAKE**

\_\_\_\_\_  
Mayor

(Seal)

\_\_\_\_\_  
Administrator

**NIPAWIN & DISTRICT REGIONAL  
PARK**

\_\_\_\_\_  
Chairperson

(Seal)

\_\_\_\_\_  
Secretary

**WAPITI VALLEY REGIONAL  
PARK**

\_\_\_\_\_  
Chairperson

(Seal)

\_\_\_\_\_  
Secretary

## SCHEDULE "A"

### PAYMENT FOR FIRE SERVICES

1. The Town and the Municipalities agree to share the following operating costs pertaining to the Fire Suppression and Rescue Services
  - a. Basic retainers and personnel wages
  - b. Insurance
  - c. Maintenance and upkeep of equipment and supplies
  - d. Equipment valued under \$10,000.00.
  - e. Supplies
  - f. Communications equipment
  - g. Fire Hall maintenance and expenses
  - h. Training and Travel for Fire Chief and Fire Fighters
  - i. Amortization on capital equipment with the exception of the tanker truck referenced in subsection 2 below.
2. Pursuant to subsection 1(i) above, being as the tanker truck is used mainly in the rural areas the capital purchase cost shall be shared as follows: 75% Municipalities and 25% Town. The Municipalities shall pay their portion up front and this 75% shall be divided among the Municipalities in accordance with subsection 4 below.
3. The Town shall not charge for provision of supervision by the Chief Administrative Officer or office staff required for keeping the books.
4. The cost sharing ratio pursuant to subsection 1 above shall be based on the Cost Distribution Formula attached to this Agreement as Schedule "C".
5. In the event that revenue is obtained by the Town in connection to the NFD, the revenue shall be shared on the percentage basis in accordance with subsection 4 above.
6. The Town shall prepare from the books, a statement of account showing revenues and expenses annually for informational purposes by February 15 of each following year indicating the amount to be paid by each Municipality. If any additional revenues or expenses are received after the original statement, an amended statement will be issued. The books of the Town shall be open to inspection for verification purposes.
7. Review of the proposed Budget shall be completed by all parties by the end of March of each year.

**SCHEDULE "B"**  
**FEEES FOR ADDITIONAL SERVICES**

Service	Fee
<b>Inspection Services</b> i. Third Party requests for business premises or required for a Provincial or Federal grant or license. ii. File Search. iii. Fire Report.	\$150.00 (+ \$0.50/km)  \$50.00  \$50.00
<b>Alarm Response (Residential &amp; Commercial) Command Unit</b>	\$1,200.00/ hour per unit \$300.00/hour
<b>Fire/Rescue Calls Command Unit</b>	\$1,200.00/hour per unit, plus supplies \$300.00/hour
<b>Emergency Response Charges</b> i. Extrication Services ii. Dangerous Goods Response <i>Rail Carrier.</i> iii. Dangerous Goods Response <i>Highway Carrier out of Town.</i> iv. Dangerous Goods Response <i>Highway Carrier In Town</i>	Current SGI Rate  \$1,200.00/hour per unit, plus supplies \$1,200.00/hour per unit, plus supplies \$1,200.00/hour per unit, plus supplies
<b>Standby Fee</b> i. <i>In Town</i> ii. <i>Out of Municipality</i>	\$250.00/hour per unit \$1,200.00/hour per unit
<b>Fireworks Permit as defined in the Canadian Explosives Act and Regulations</b>	\$50.00

**Schedule "C"**  
**Cost Distribution Formula**