



FIRE PROTECTION AND RESCUE SERVICES AGREEMENT

Agreement dated October 21, 2014

Between:

R.M. of Moose Jaw No. 161, a
town / village / resort village / rural municipality or other entity incorporated
pursuant to the laws of Saskatchewan (the "Contractor")

- and -

CITY OF MOOSE JAW, a municipal corporation continued under *The
Cities Act* (the "City")

WHEREAS section 33 of *The Cities Act* provides, in part, that "[A] city may provide any service or thing that it provides in all or part of the city: (a) in another municipality with the agreement of that other municipality..."

AND WHEREAS each party to 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.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 INTENT

- 1.1 This Agreement is entered into by the City and the Contractor pursuant to section 33 of *The Cities Act* and the provisions of *The Municipalities Act* and is intended by the parties to provide in all respects for the terms and conditions upon which emergency services may be provided by the City to the Contractor.
- 1.2 This Agreement replaces any prior Fire Protection and/or Rescue Services agreements by the parties.
- 1.3 This agreement shall be effective from the date hereof and shall remain in force until notice of termination is given by either party in accordance with Article 12.11.

2.0 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 MJFD or any call routed to the MJFD in regard to any request for an Emergency Response to the Contractor.
- 2.2 "**Emergency Service Provider**" means the MJFD.

- 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 the Contractor 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; or
 - (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) Fire Suppression;
 - (ii) Technical Rescue Services to the following levels, as identified in NFPA 1670 – Standard for Operations and Training for Technical Rescue Incidents (2009), including:
 - a. Rope Rescue – Operations Level;
 - b. Structural Collapse Search & Rescue – Awareness Level;
 - c. Confined Space Search & Rescue – Operations Level;
 - d. Vehicle Search & Rescue – Technician Level;
 - e. Surface Water Search & Rescue – Operations Level;
 - f. Surface Ice Search & Rescue – Technician Level;
 - g. Trench and Excavation Search & Rescue – Operations Level;
and
 - h. Machinery Search & Rescue – Operations Level.
 - (iii) Hazardous Materials (Dangerous Goods) Response to the Operations Level as identified in NFPA 472 – Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents (2013), including:
 - a. Mission Specific – Personal Protective Equipment;
 - b. Mission Specific – Mass Decontamination;
 - c. Mission Specific – Technical Decontamination;

- d. Mission Specific – Product Control;
- e. Mission Specific – Air Monitoring; and
- f. Mission Specific – Victim Rescue/Recovery.

- 2.5 **“Fire Investigation Services”** means the process of determining the origin, cause, and development of a fire or explosion.
- 2.6 **“Incident Commander”** means the on-scene Officer in Charge.
- 2.7 **“MJFD”** means the Moose Jaw Fire Department.
- 2.8 **“Motor Vehicle Collision”** means a collision involving one or more vehicles which bear a legal vehicle license plate.
- 2.9 **“Mutual Aid Agreement”** means where the City has entered into agreement with other parties to furnish fire fighting or other Emergency Response equipment to such parties and to receive the same from such other parties in the event of a Major Urban Disaster, as defined in the Major Urban Disaster Mutual Aid Agreement.
- 2.10 **“Officer in Charge”** means Fire Chief or his designate.
- 2.11 **“Provincial Highway”** has the meaning ascribed in *The Highways and Transportation Act, 1997*, SS 1997, c H-3.01.
- 2.12 **“Service Area”** means the entire geographic boundaries area of the Contractor.
- 2.13 **“Vehicle Fire”** means a fire involving one or more vehicles which bear a legal vehicle license plate, and does not include unlicensed or unregistered vehicles (i.e. farm equipment).

3.0 OBJECTIVE

- 3.1 The objective of this Agreement is to provide an Emergency Response with the expertise of the MJFD personnel and equipment on a contracted basis to the Contractor.

4.0 EMERGENCY SERVICE PROVIDER

- 4.1 The parties agree that the City be, and it is hereby designated as, the Emergency Services Provider for the Contractor.
- 4.2 Subject to the following provisions, the City agrees to furnish an Emergency Response where an Alarm is received by the MJFD. The Alarm shall specify the nature and extent of the Emergency Response wanted from the City.

- 4.3 The City shall furnish an initial response of four (4) fully trained and certified firefighters along with one (1) pumper apparatus and one (1) support/brush vehicle, or as otherwise determined by the Officer in Charge.
- 4.4 The charges for an initial response shall be calculated per response, in accordance with Schedule "A", and billed to the Contractor.
- 4.5 Notwithstanding Article 4.4, in the event of an initial response for a Motor Vehicle Collision or Vehicle Fire, the City shall endeavour to recover all or part of the per response fees from Saskatchewan Government Insurance (S.G.I.). The Contractor agrees to assign any claim for fire department response fees to the City, for this purpose. In such situations, there shall be no further response fees billed to the Contractor beyond the annual retainer as outlined in Article 9.1.
- 4.6 Any additional response, beyond the initial response manpower and equipment, required to mitigate or otherwise deal with the Alarm shall be determined by the Incident Commander and will be billed accordingly in accordance with Schedule "A".
- 4.7 In the event that MJFD is unable to respond to an Alarm due to simultaneous incidents in other areas, or other factors, the Contractor understands and accepts that Mutual Aid Agreements, already established by the City, may be used to respond to an Alarm in the Service Area. Any costs associated with the Mutual Aid Agreement response shall be paid by the City. The Contractor will only be billed in accordance with regular per response rates in accordance with Schedule "A".
- 4.8 Any consumables used in response to an Alarm, including, but not limited to, fire suppression foam, water tankers, etc. shall become an expense incurred by the City and billed to the Contractor on a cost recovery basis.

5.0 EXCHANGE OF INFORMATION

The Contractor shall supply the following information to the City:

- 5.1 A map indicating the Contractor's geographical boundaries showing the Service Area for which it, its residents, or a person travelling through its jurisdiction, may request service.
- 5.2 The Contractor shall keep current the information supplied by it, pursuant to Article 5.1, and shall provide the City amended copies of its map as soon as there is a change to its Service Area.
- 5.3 The Contractor shall provide updated information to the City with regards to road closures, weight restrictions, or other pertinent information that may impact response routes in responding to Alarms.

6.0 DUTIES OF THE LOCAL ASSISTANT

- 6.1 Nothing in this Agreement shall operate to impose on the MJFD, in connection with the Service Area, the duties of a Local Assistant as described in section 11 of *The Fire Prevention Act, 1992*, SS 1992, c F-15.001.
- 6.2 Notwithstanding Article 6.1, the MJFD shall be considered to be the Contractor's Fire Department for the purposes of section 14 of *The Fire Prevention Act, 1992*.
- 6.3 Notwithstanding Article 6.1, the MJFD shall furnish the Contractor with copies of any reports or debriefing materials prepared by the MJFD in connection with responses within the Service Area, upon the request of the Contractor. In the case of responses involving personal injury or significant property loss, the MJFD acknowledges that the provincial Fire Commissioner may require the prompt furnishing of reports and the MJFD 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 MJFD either to the Contractor or as an agent of the Contractor, but not as its Local Assistant, directly to the Fire Commissioner's Office.

7.0 FIRE INVESTIGATION SERVICES

- 7.1 On request from the Contractor the City may investigate, or cause to be investigated, the cause, origin and circumstances of any fire within the Service Area, as required by section 15 of *The Fire Prevention Act, 1992*. The cost of such an investigation shall be included in the initial response costs only if the cause, origin and circumstance surrounding the fire can be investigated at the time of the response. The MJFD reserves the complete and sole discretion in deciding if the investigation should be conducted at a later date, in which situation any additional costs shall be billed in accordance with Schedule "A".
- 7.2 For Fire Investigation Services provided by the MJFD outside of the initial response time the Contractor covenants and agrees to pay to the City a fee for each fire investigation, which shall be calculated in accordance with Schedule "A".

8.0 FIRE INSPECTION SERVICES

- 8.1 Fire Inspection Services may be provided by the MJFD on the request of the Contractor and the Contractor covenants and agrees to pay to the City a fee for each fire inspection, which shall be calculated in accordance with Schedule "A".
- 8.2 The City shall provide to the Contractor the results of such Fire Inspection Services, and any other information it may have available following an inspection with regards to hazardous materials, fire hazards, non-compliant properties and such other information as may materially affect the extent or nature of an Emergency Response hereunder.

9.0 PAYMENT FOR FIRE SERVICES

- 9.1 In consideration of this Agreement and the services provided hereunder, the Contractor covenants and agrees to pay to the City during the term of this Agreement, an annual retainer fee, as outlined in Schedule "A", at the outset of each year the Contractor retains the City, commencing with the first payment on January 1, 2015.
- 9.2 In the event that the City requires additional resources for any incident during the term of this Agreement in addition to those possessed by the City, and the City arranges for those resources to be provided by other parties, then, in such event, the parties agree that any additional costs shall be paid for by the City, and subsequently billed to the Contractor on a cost recovery basis.

10.0 RELEASE

- 10.1 The Contractor agrees that the exercise of discretion by the MJFD in accordance with the terms of this Agreement shall not in any way be actionable by the Contractor against the City, 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 wilful and wanton disregard of the obligations of the MJFD hereunder.
- 10.2 The Contractor agrees that no action will be commenced by the Contractor against the City in any way related to the adequacy of any Emergency Response or to the acts or omissions of the MJFD, its employees and agents in the course of such response.
- 10.3 For greater certainty, it is expressly agreed that the benefit of Articles 10.1 and 10.2 extend to employees of the City.

11.0 INDEMNIFICATION AND INSURANCE

- 11.1 The Contractor agrees to indemnify and save harmless the City, its servants, employees and agents, from and against all claims, losses, demands, costs, expenses, damages, suits, actions or causes of action (hereinafter called "costs" in Article 11.0) whatsoever asserted against, incurred, sustained or paid by the City, its employees and/or agents, and arising in any way out of the performance or non-performance of the MJFD under this Agreement, except, and in such event only to the extent, such costs result from the negligence or recklessness of the City, its employees, agents or others for whom in law the City is responsible.
- 11.2 For greater certainty, it is expressly agreed that the benefit of the indemnity granted in Article 11.1 extends to all employees of the City.
- 11.3 In the event costs are asserted against the City as contemplated in Article 11.1, the City shall, as soon as practical, notify the Contractor of the claim and shall thereafter consult with the Contractor 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 Contractor thereto.

- 11.4 The indemnity granted to the City in Article 11.1 extends to and includes any legal fees incurred by the City, on a solicitor-client basis.
- 11.5 The Contractor covenants and agrees that that it shall, at its sole expense, secure and maintain in force during the term of this Agreement such policy or policies of liability insurance to limits as would be secured and maintained by a prudent party in such circumstances, having limits in any event of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence.
- 11.6 The Contractor shall list the City as an additional insured respecting the required insurance described in Article 11.5.
- 11.7 The insurance obtained by the Contractor in Article 11.5 shall include provisions that the City will be notified in writing of cancellation or changes to the policy at least thirty (30) days prior to such cancellation or change.
- 11.8 The Contractor shall, on request, provide the City with copies of insurance policies or other suitable evidence that such policies have been secured, renewed or replaced, as the case may be, within thirty (30) days of any such request.

12.0 GENERAL PROVISIONS

Schedules

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

Headings

- 12.2 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

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

Severability

- 12.4 If any provision or provisions of this Agreement is/are found to be illegal or unenforceable, such provision(s) shall be considered separate and severed from this Agreement and the remaining provisions shall remain in force and be binding upon the parties as if the illegal or unenforceable provision(s) had not been included in this Agreement.

Amendments

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

Waiver

12.6 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

12.7 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally by hand, or delivered by fax or email to the other party at:

the City:

City Clerk/Solicitor
City of Moose Jaw
228 Main Street North
Moose Jaw, SK
S6H 3J8
F: (306) 694-4528
E: cclerks@moosejaw.ca

the Contractor:

or such other address as the parties may advise by notice.

(a) A notice is deemed to be received on the following days:

- (i) if the notice is hand delivered, the notice is deemed to be received on the date of delivery;
- (ii) if the notice is sent by registered mail, the notice is deemed to be received three (3) days after the date of such mailing;
- (iii) if the notice is sent by fax, the notice is deemed to be received on the day such fax is sent according to the fax receipt;
- (iv) if a notice is sent by email, such notice is deemed to be received on the date shown on the "read receipt" message; and
- (v) if postal service is interrupted or substantially delayed, all notices shall be hand-delivered or sent by fax or email during the period of such interruption or substantial delay.

Saskatchewan Law

12.8 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 Moose Jaw, 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

12.9 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

12.10 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 Contractor by the City. All previous fire service agreements between the parties are no longer in effect.

Termination

12.11 (a) This Agreement may be terminated:

- (i) by the City, by notice in writing to be delivered not less than six (6) months prior to the effective date of such termination, which effective date shall be expressly stated in the notice; or
 - (ii) by the Contractor, by notice in writing to be delivered not less than ninety (90) days prior to the effective date of such termination, which effective date shall be expressly stated in the notice.
- (b) In the event the effective date of termination under Articles 12.11(a)(i) or (ii) is other than December 31st of any year during the term of this Agreement, then the annual charge described in Article 9.1(i) shall be adjusted to the nearest month, as of the effective date, and payments or rebates shall be tendered accordingly.
- (c) Notwithstanding Article 12.11 (a), 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 Contractor refuses or neglects to remit any payment required by this Agreement.
- (d) Termination in accordance with the provisions of Article 12.11 shall not extinguish any right, entitlement, liability or covenant as to payment arising during the term hereof and the same shall be enforceable whether before or after the effective date of termination.
- (e) Without restricting the generality of the foregoing, the release(s) described in Article 10 and the indemnities granted in Article 11 shall survive the termination or expiration of this Agreement.

Enurement

12.12 This Agreement shall enure to the benefit of, apply to and be binding upon the parties and their respective successors, administrators, executors and permitted assigns.

Assignment

12.13 This Agreement may not be assigned by the Contractor without the prior written consent of the City, which consent will not be unreasonably withheld.

Counterparts

12.14 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

General

12.15 Other than the consideration provided under this Agreement, the Contractor is not entitled to any damages or compensation by reason of the exercise of the City's rights under this Agreement, save and except for the negligence of the City or anyone for whom at law the City is responsible.

Co-operation

12.16 The parties shall co-operate for the purposes of establishing practices and protocols, and in providing such information as may facilitate the provision of services hereunder or in the administration of this Agreement, including:

- (i) the provision of updated maps as may be in the possession of the Contractor upon the request of the MJFD;
- (ii) the advisement of the fire dispatcher for the City by the Contractor of significant road work or road closings or obstructions from time to time;
- (iii) any schedule of the Contractor for graders and water tankers for the suppression of grass and/or structural fires;
- (iv) the furnishing of calculations of annual fees and per response fees by the City to the Contractor;
- (v) details of Alarms originating within or in connection with the Service Area by the MJFD at the request of the Contractor; and
- (vi) the prior notice to the fire dispatcher for the City of stubble-burning or planned controlled fires within the Service Area so as to avoid responses to false Alarms.

Re-Opening of Annual Fee and Per Response Fees

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

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IN WITNESS WHEREOF the **Contractor** has hereunto affixed its corporate seals, duly attested to by the hands of its proper officers in that behalf on the date identified above.



R.M of MooseJaw No.161
Town / Village / Resort Village / Rural Municipality / Other
(the Contractor)

per: *[Signature]*

per: *[Signature]*

IN WITNESS WHEREOF the **City** has hereunto affixed its corporate seals, duly attested to by the hands of its proper officers in that behalf on the date identified above.

**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**



[Signature]
MAYOR

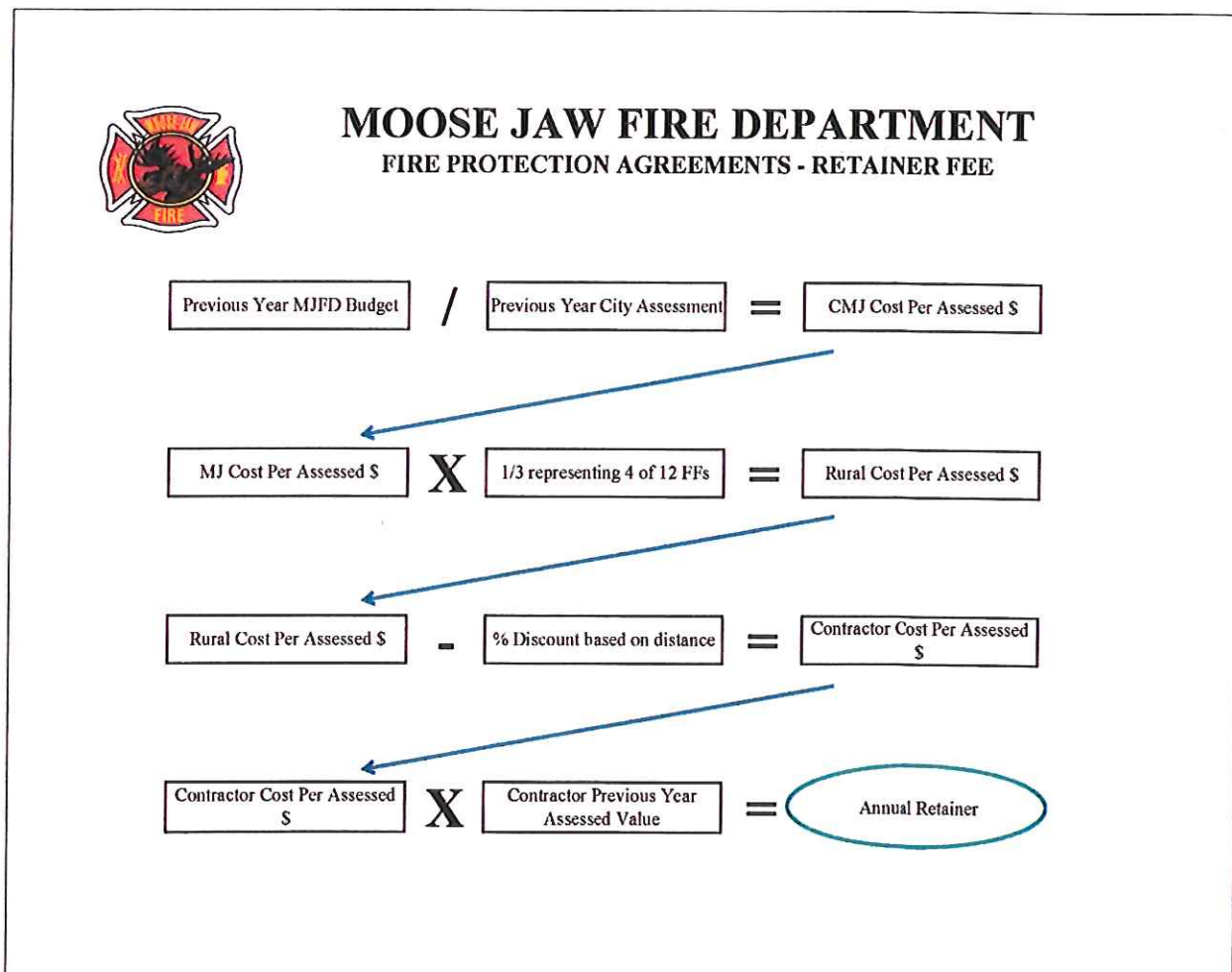
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CITY CLERK

SCHEDULE "A"
CITY OF MOOSE JAW
AND

COSTS AND FEES

MJFD Retainer Fee (annually)

Calculated using the following formula: (all assessments as retrieved from SAMA, MJFD budget as approved by the City)



MJFD Retainer Fee Phase In (by year):

2015 = 25% of calculated retainer (as per formula above)

2016 = 50% of calculated retainer (as per formula above)

2017 = 75% of calculated retainer (as per formula above)

2018 = 100% of calculated retainer (as per formula above)

Thereafter the retainer fee shall be 100% as calculated using the formula above.

Minimum Annual Retainer is \$10,000.00

Initial Response Fee (per incident)

Current "Productive Call Rate" as stipulated in the SGI Fire Suppression & Vehicle Extrication Services Policy, as amended from time to time.

(Note: this covers the initial response of four (4) firefighters, one (1) pumper apparatus, and one (1) support/brush vehicle)

Additional Response Fee (per truck, per incident)

Current "Productive Call Rate" as stipulated in the SGI Fire Suppression & Vehicle Extrication Services Policy, as amended from time to time.

(Note: this is charged per additional vehicle that responds, regardless if actually utilized, and includes any staffing on those vehicles.)

Per Fire Inspection or Investigation

One eighth (1/8) of the current "Productive Call Rate" as stipulated in the SGI Fire Suppression & Vehicle Extrication Services Policy, as amended from time to time.

Plus any disposables/consumables