

# **INTER-MUNICIPAL FIRE SERVICES ASSISTANCE AGREEMENT**

**Made Effective the 1st day of October, 2006**

## **BETWEEN:**

**R.M. OF BIGGAR No. 347 ("Biggar 347"),  
R.M. OF MONTROSE No. 315 ("Montrose")  
R.M. OF HARRIS No. 316 ("Harris 316")  
R.M. OF PERDUE No. 346 ("Perdue 346")  
R.M. OF VANSCOY No. 345 ("Vanscoy 345")  
TOWN OF ASQUITH ("Asquith")  
TOWN OF DELISLE ("Delisle")  
VILLAGE OF HARRIS ("Harris")  
VILLAGE OF PERDUE ("Perdue")  
and  
VILLAGE OF VANSCOY ("Vanscoy")**

The parties to this Agreement hereby agree as follows:

### **1. Terminology**

In this Agreement the terms:

- (a) "Originating Fire Chief" shall mean the fire chief having authority in the Originating Municipality.
- (b) "Municipality" shall mean a party to this Agreement,
- (c) "Originating Municipality" shall mean the Municipality in which fire services are required pursuant to this Agreement.
- (d) "Receiving Municipality" shall mean a Municipality that has received a call for assistance pursuant to this Agreement.
- (e) "Standby" means informed and ready to move from home station.

### **2. Purpose of this Agreement**

This Agreement is intended to permit the Municipalities to supply mutual fire fighting assistance to one another to the extent that equipment is available, and is consistent with the duties of each Municipality to its own citizens, and to set out the terms and conditions upon which such assistance is provided.

### **3. Provision of Service by Vanscoy 345, Delisle and Vanscoy**

The Municipalities understand and agrees that, at the time of execution of this Agreement, In the case of Vanscoy 345, Vanscoy and Delisle, the Delisle and District Fire Commission (the "Commission"), being an unincorporated association, jointly constitutes the fire department of each.

It is therefore understood and agreed that:

- (a) In the event that the assistance of Vanscoy 345, Delisle or Vanscoy is required, that assistance shall be provided by the Commission as the authorized delegate of each of these Municipalities, and that a request for such assistance may be made to the Fire Chief appointed by the Commission, and that in the event that such assistance is provided via the Commission, the Commission may invoice the Originating Municipality;
- (b) In the event that assistance is required by Vanscoy 345, Delisle or Vanscoy, that such assistance may be requested by the Fire Chief appointed by the Commission as the delegate of each of these Municipalities, and in the event such assistance is required, the Municipality providing service shall invoice the Commission in place of these Municipalities, however it is further understood and agreed that such invoicing practice is for the purposes of convenience only, and shall not derogate in any way from the financial obligation of the Originating Municipality to pay for services received;
- (c) As the delegate of Vanscoy 345, Delisle and Vanscoy, assistance provided by the Commission and requested by the Commission shall be governed by the terms of this agreement, with such amendments as may be necessary to give effect to the delegation made by these Municipalities; and
- (d) As the delegate of Vanscoy 345, Delisle and Vanscoy, the Commission and its board members, employees, agents and servants, and the members of its fire department, shall be entitled to the benefit of all protections, releases of liability and indemnities granted in this agreement, and for the purposes of enforcing such provisions, Vanscoy 345, Delisle and Vanscoy, or any of them, may act on their behalf.

It is further understood and agreed that in the event that the operations of the Commission shall be discontinued, or one of the participants in the Commission shall withdraw, that the Municipality or Municipalities affected shall provide at least 30 days written notice of the effective date of disbandment or withdrawal, after which this agreement shall apply to such Municipality or Municipalities directly and without reference to the Commission.

#### **4. Fire Fighting Services and Terms**

The Municipalities agree that:

- (a) They shall, in accordance with the terms of this agreement, provide firefighting assistance to respond to emergency events occurring in Municipalities other than their own Municipality, including fire, vehicle extrication or rescue, search and rescue, or medical emergency necessitating first response prior to the arrival of an ambulance, but not including high angle or underground incidents;
- (b) Provision of service shall always be within the discretion of the Receiving Municipality with that Municipality having regard to the availability of its emergency response equipment and personnel, of which the Receiving Municipality shall be the sole judge. Without limiting the generality of the foregoing, the Receiving Municipality may, in determining whether to respond, may have regard to:
  - (i) Emergencies or threats of emergencies to which the Receiving Municipality has responded or may be obliged to respond, which shall have priority over a mutual aid call under this Agreement;
  - (ii) Weather conditions, road conditions or other hazards which may jeopardize equipment or the health and safety of the personnel of the Receiving Municipality; and
  - (iii) Suitable access being available to the location where the emergency call originates.

#### **5. Operational Responsibility of Originating Fire Chief**

The fire department of the Originating Municipality, shall be the primary response department and the Originating Fire Chief shall have operational command at all times.

The Originating Fire Chief shall be responsible for determining whether and if assistance should be sought under this agreement, having regard to all circumstances, including the potential response times by Municipalities, which may vary depending on distance from the fire hall, availability of equipment and personnel, road, weather and other conditions. Where calls are made by authority of the Originating Fire Chief, the first call shall, in the ordinary course be made to the nearest participating Municipality and thereafter to the nearest in turn.

Fire calls originating in a Municipality but not made by the Fire Chief for that Municipality must first be confirmed by that Fire Chief, before being covered by the terms of this Agreement.

Standby calls made by the Originating Fire Chief shall be made in the same manner as an actual fire call.

## **6. Expenses and Payment for Services**

Each Municipality shall be responsible for the operation, storage, insurance and ordinary maintenance of its equipment and its fire department.

The Originating Municipality shall be responsible for the prompt and full payment for all services rendered by a Municipality pursuant to this Agreement. The foregoing shall not prevent the Originating Municipality from recovering some or all costs incurred under this Agreement from a person not party to this agreement.

A Municipality providing services pursuant to this Agreement shall invoice the Originating Municipality within 30 days of each event and shall indicate the following if possible:

- (a) Date and time of call;
- (b) Name of the person giving the alarm;
- (c) Name of the owner of the property;
- (d) Land description;
- (e) Possible cause;
- (f) Probable cause;
- (g) Charges, based on the rates identified in Schedule "A".

The Originating Municipality shall approve and pay such invoices at the next meeting of Council and in any event, no later than 40 days from the date the invoice is rendered.

When a Municipality amends their rates identified in Schedule "A", thirty days written notice of such change shall be provided to all the remaining municipalities in this agreement and said written notice shall be deemed sufficient for the purposes of this agreement.

## **7. Financial Responsibility of Originating Municipality**

It is understood that in making resources available under the terms of this agreement, and in responding when called, the Municipalities are doing so not under compulsion, but voluntarily.

It is therefore understood and agreed by all Municipalities to this agreement that the Originating Municipality is primarily responsible for coordinating and managing, and shall be financially responsible, with respect to any and all services requested and provided under this Agreement.

No Municipality shall be liable to any other Municipality except for the payment for services as provided by the terms of this Agreement. For the purposes of clarity, it is agreed:

- (a) That no Municipality shall be held liable to another Municipality for any damage or loss whatsoever which may arise from a failure or refusal to respond to any alarm or call, or for any delay, nor for any action undertaken in good faith in responding to any alarm or call;
- (b) That all Municipalities remise, release and discharge all other Parties from any and all matter of actions, causes of action, claims and demands which they may have against another Municipality by reason of any breach of this Agreement, any failure to perform, or any other matter arising from the provision of services, or any refusal to provide services under this Agreement, save and except for where the loss or damage is occasioned from an act taken in bad faith. This release shall not extend to the claim by any Municipality to payment for services as provided by this Agreement.

The Originating Municipality shall be responsible for any claims made by persons not a party to this agreement (a "Third Party"), and each Originating Municipality hereby indemnifies and saves harmless all other Parties harmless from and against all Third Party claims against such Municipality for loss, costs, damages, injury and expense to persons or property of any kind or nature whatsoever arising out of or in any way attributable to the provision of emergency response services under this Agreement, any response, refusal to respond, or lack or failure or deficiency of response, except where such loss and damage is occasioned from an action taken in bad faith. This indemnity shall extend to and include all costs associated with in defending any such claim.

The Municipalities agree and intend that the releases of liability and indemnities set out herein shall extend not only to the Parties, but to their councillors, board members, employees, agents and servants, and to the members of each fire department appointed by each of the Municipalities.

**8. Coordination and Planning**

The Municipalities, by their delegates and fire chiefs, shall meet annually to review available vehicles equipment and personnel, and to assess needs and ways in which to effectively coordinate response.

**9. Termination of Agreement**

This Agreement may be terminated at any time upon the agreement of all Municipalities.

Any Municipality may terminate its rights and obligations hereunder upon delivering written notice to the other Municipalities. The withdrawing Municipality may specify the date of termination in its notice, provided that termination may not occur sooner than 180 days after the day upon which notice is delivered to the last Municipality.

Termination by any Municipality shall disentitle the terminating Municipality from receiving assistance hereunder and shall relieve the terminating Municipality from any obligation arising from and after the date of termination, however, termination shall not affect any requirement to pay for services provided hereunder, nor affect the obligations owed under this Agreement up to the termination date.

**10. General**

This Agreement shall be binding on the successors and assigns of each of the Municipalities.

The Municipalities hereto make this Agreement effective the date set forth above.



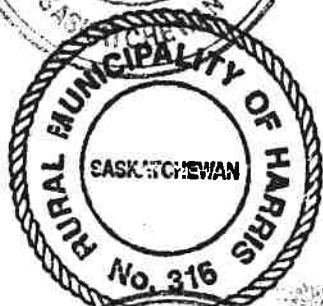
**R.M. OF BIGGAR No. 347**

Per: *Jessie Dixon*

*Wendy Davis*

**R.M. OF HARRIS No. 316**

Per: *[Signature]*



**R.M. OF MONTROSE No. 315**

Per: *[Signature]*  
*[Signature]*





**R.M. OF PERDUE No. 346**

Per: Bill Peter  
Allan Ruzman



**R.M. OF VANSCOY No. 345**

Per: SLW Goan  
D. Holo



**TOWN OF ASQUITH**

Per: AK Chappell  
Nelly Cross

**TOWN OF DELISLE**

Per: Liz Phipps  
W. Dickson



**VILLAGE OF HARRIS**

Per: Donald O'Seymore  
Chesnaal

**VILLAGE OF PERDUE**



Per: Kelly Dwyer  
P. McNamee

**VILLAGE OF VANSCOY**



Per: Keith Jensen  
Dawn Steves

# SCHEDULE "A"

## (FIRE CALL-OUT RATES)

**Delisle and District Fire Commission (Representing the Rural Municipality of Vanscoy No. 345; Town of Delisle and Village of Vanscoy):**

**Delisle & District Fire Commission Fire Call Fee Schedule**

Rates are \$750 per hour, minimum charge of \$1,500 (2 hours)

False Alarm Rates: 1<sup>st</sup> time No Charge, 2<sup>nd</sup> time \$250.00, 3<sup>rd</sup> time \$500.00, and subsequent calls \$750.00 per incident.

In addition, on any call, the Commission may also charge for materials utilized in the performance of fire suppression that include: fire retardant foam, purchased water, rented, hired or third-party equipment, any loss of firefighting equipment that occurs in firefighting, not in the loss due to negligence, and any other cost(s) incurred not named herein.

**Out of Member & Contract/Agreement Areas**

Responder Fee - \$1,000 per hour, minimum charge of \$2,000 (2 hours)

In addition, on any call the Commission may also charge for materials utilized in the performance of fire suppression that include: fire retardant foam, purchased water, rented, hired or third-party equipment, any loss of firefighting equipment that occurs in firefighting, not in the loss due to negligence and any other cost(s) incurred not named herein.

**Rural Municipality of Harris and Village of Harris:**

\$500.00 per hour, minimum charge of \$1000 (2 hours) plus any expendable materials used in the course of the call;

plus any loss of equipment lost during the call but not due to the negligence of the department;  
any other costs incurred not named

False Alarm Bylaw Rates: 1<sup>st</sup> time No Charge, 2<sup>nd</sup> time \$250, 3<sup>rd</sup> and subsequent call \$500 per incident.

**Rural Municipality of Perdue No. 346 and Village of Perdue:**

Callout Fees - \$1,500 (first 3 hours) and \$250.00 for each additional hour

Additional Charges for expenses incurred for foam, etc.

**Rural Municipality of Montrose No. 315:**

\$500.00 per hour for call-out, minimum charge of \$1,500 (3 hours)

\$200 per jug of fire-retardant foam

False Alarm Bylaw Rates: 1<sup>st</sup> time No Charge, 2<sup>nd</sup> time \$250, 3<sup>rd</sup> time \$500

**Rural Municipality of Biggar No. 347:**

\$650 base call plus \$150 per hour for the fire truck, plus \$90 per hours for the rescue truck if used for extrication. Also, \$30 per hour per firefighter for the first 2 (two) hours, \$15 per hours per firefighter for every hour after the first two hours.

**Town of Asquith:**

Primary Responder Fee: \$750 per hour, minimum charge of \$1,500 (2 hours)

In addition on any call, there is a charge for foam or water wet