

AGREEMENT TO PROVIDE FIRE SERVICES

THIS AGREEMENT made effective this **1st day of January, A.D., 2021.**

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation in the Province of
Saskatchewan, (hereinafter called "the City").

- and -

THE RURAL MUNICIPALITY OF PRINCE ALBERT NO. 461, a municipal
corporation in the Province of Saskatchewan, (hereinafter called "the R.M").

WHEREAS the City has established a Fire Department within the City of Prince Albert;

AND WHEREAS the R.M. is desirous to continue to contract with the City for the provision of Fire Services with respect to fires occurring within a portion of the existing boundaries of the R.M. as described and depicted in **Schedule "B"** to this Agreement (hereinafter referred to as "the Land");

AND WHEREAS the City is prepared to continue to provide fire-suppression services for the R.M. on the terms and conditions set forth in this Agreement;

AND WHEREAS under the provisions of *The Cities Act*, the City may enter into an agreement with another municipality for the furnishing of fire fighting, fire prevention and emergency services to that other municipality, upon such terms that may be agreed upon, including the setting of payment of charges;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual terms, covenants and agreements herein contained, the City and the R.M. agree as follows:

SECTION 1: DEFINITIONS

1.1 In this Agreement, the following terms shall have the definitions set forward below:

- (a) "Alarm" means any call routed to the Prince Albert Fire Department with a request for Fire Services.
- (b) "Defensive suppression" means a fire attack from the exterior of a structure focused on the protection of exposures, the confinement of the fire to the fire building and subsequently extinguishing the fire.
- (c) "Emergency" means any situation to which the Prince Albert Fire Department would respond to provide fire, rescue and dangerous goods services to the R.M.
- (d) "Existing agreements" means the contracts as renewed from time to time.
- (e) "Fire Chief" means the person appointed as Fire Chief for The City of Prince Albert or anyone acting or authorized by the City Manager or the Fire Chief or his designate in charge at the time of a request for fire-suppression services pursuant to this Agreement.
- (f) "Fire Department" means the equipment, vehicles, and fire fighting personnel of the Prince Albert Fire Department normally used in responding to emergency incidents.
- (g) "Fire Prevention Services" means fire prevention methods used by the Prince Albert Fire Department to focus on inspections; which include code enforcement, public fire safety education and fire investigations.
- (h) "Fire Services" means Firefighters and equipment ready to respond in order to perform fire suppression, rescue, dangerous goods services, smoke alarm services, or carbon monoxide alarm services.

- (i) "Fire Investigation Services" means the investigation of the cause, origin and circumstances of a fire within the response area.
- (j) "Jurisdiction of the City" means the area within corporate boundaries of City of Prince Albert.
- (k) "Provincial Highway" as recognized in The Highways and Transportation Act, 1997.

SECTION 2: PROVISION OF SERVICES

- 2.1 The parties agree that the term shall be for three (3) years commencing on the **1st day of January, 2021** and fully completed and ended on **December 31, 2023** subject to the right of termination or renewal as hereinafter provided.
- 2.2 The R.M. shall, if not then in default under this Agreement, have the right and option to request a renewal to this Agreement for an additional term, subject to providing the City with written notice of its intention to renew, not less than three (3) months prior to the end of the Term. The parties shall then renegotiate a new Agreement.
- 2.3 The City covenants and agrees to provide the R.M. with Fire Services with respect to fire occurring on the Land on the following terms and conditions:
 - (a) The services to be provided by the Prince Albert Fire Department to the R.M. shall, subject to the general provisions included in this Article 2, the other provisions of this Agreement, and the City's available resources as determined in the absolute discretion of the City, include:

- i. Fire suppression and fire fighting services where property is threatened;
 - ii. Dangerous goods services; and
 - iii. Extrication or Rescue services;
 - iv. Smoke alarm services; and
 - v. Carbon monoxide alarm services.
- (b) The Prince Albert Fire Department will not respond to home or business fire alarm systems, unless the fire can be authenticated by a witness, or an alarm service provider that is able to provide the location of the reported emergency to the 9-1-1 Emergency Communications Centre. All requests for smoke alarm and carbon monoxide alarm services shall be received and dispatched through the 9-1-1 Emergency Communications Centre. A Wellness Check per (b)(iii) below will be completed as part of the said smoke alarm and carbon monoxide alarm services. Without limiting the generality of Section 4.4 of this agreement, all Wellness Checks shall include a dispatch ticket and detailed report, which shall be provided to the R.M.
- i. The R.M. shall pay fees for all carbon monoxide alarm services as per Schedule "A" of this agreement, regardless of whether the carbon monoxide alarm was false or a valid carbon monoxide emergency is discovered.
 - ii. The R.M. shall pay fees false smoke alarms as per Schedule "A" of this agreement. The fee for smoke alarm services shall be waived in the event that a fire is discovered.

iii. Upon all carbon monoxide and smoke alarm service calls, the Prince Albert Fire Department members attending the identified premises are authorized to use reasonable effort to rule out or determine whether there are persons at risk in the premises and if deemed necessary to use forcible entry into the premises to do so ("Wellness Check"). Wellness Checks will ordinarily be responded to by two (2) firefighters and a utility truck.

2.4 Subject to Section 3.1, the R.M. acknowledges that should the Fire Chief or his designate agree to or otherwise be required to undertake inspections and/or investigations to enforce The Fire Prevention Act, such services shall be performed and remunerated on a fee for service basis as per Schedule "A".

2.5 The R.M. acknowledges that the City's response of equipment, vehicles, and personnel of the Prince Albert Fire Department, pursuant to this Agreement is subject to the primary obligation of the City to ensure that fire and rescue services are provided within the jurisdiction of The City of Prince Albert.

2.6 The R.M. acknowledges that the City's response capability is limited to "defensive suppression" capabilities, which will not permit an interior attack of a structure.

2.7 The R.M. agrees that the Fire Chief or his designate may reasonably exercise his sole discretion to determine the nature of the response of equipment, vehicles, and personnel, if any, as a result of a request for Fire 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 judgement, circumstances and his responsibilities require him to do so.

- 2.8 Without limiting the generality of Section 2.7, the response of equipment, vehicles, and personnel of the Fire Department pursuant to this Agreement shall consist of such fire fighting equipment, vehicles, and fire fighting personnel as the Fire Chief or his designate may, in his sole discretion, determine advisable in order that the aforementioned primary obligations of the Fire Department to provide fire-suppression services within the jurisdiction of the City.
- 2.9 Without limiting the generality of Section 2.7, in the event that the equipment, vehicles, and personnel of the Fire Department are engaged in the fighting of a fire or other emergency within the jurisdiction of the City or pursuant to an existing contract or the handling of an imminent threat of fire or other emergency within the jurisdiction of the City or pursuant to an existing contract and a request for Fire Services pursuant to this Agreement is received, the Fire Chief or his designate in his sole discretion, may dispatch such equipment, vehicles, and fire fighting personnel of the Fire Department as he, in his sole discretion, deems necessary and only to the extent available, and when required the Fire Department shall activate mutual aid services.
- 2.10 It shall be within the sole discretion of the Fire Chief or his designate to withdraw all or such of the fire fighting equipment, vehicles, and fire fighting personnel which may have been dispatched to provide Fire Services pursuant to this Agreement as he deems appropriate in the event of fire or threat of fire within the jurisdiction of the City or at facilities covered by an existing contract.

2.11 Without limiting the generality of Section 2.7, the Prince Albert Fire Department may consider, in determining whether a response will be made or what level of response will be provided, in the following factors:

- (a) Emergencies within the City of Prince Albert,
- (b) Weather conditions, road condition or other hazards which may jeopardize the safety of personnel or place equipment at risk,
- (c) The availability of manpower and the state of readiness of equipment in the City of Prince Albert,
- (d) The suitability of road access to the emergency site, and the nature and location of the reported emergency.

2.12 All Fire Services provided by the Prince Albert Fire Department 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.

SECTION 3: FIRE INVESTIGATION / PREPLAN/ INSPECTION SERVICES

3.1 It is acknowledged that responsibility for investigated causation and origin of fires lies with the RCMP and/or the Saskatchewan Public Safety Agency. The Prince Albert Fire Department will therefore not investigate the cause, origin and circumstances of a fire in the R.M. of Prince Albert unless such services are expressly arranged and agreed to be provided in writing by separate request. The Prince Albert Fire Department will, where it has attended a fire in the R.M. of Prince Albert provide appropriate notification of the fire to the RCMP and/or to the Saskatchewan Public Safety Agency or its authorized agent for such purposes.

- 3.2 On request by the R.M. of Prince Albert and acceptance by the Prince Albert Fire Department, a preplan will be supplied to the department on buildings that the Fire Chief or his designate deem as a necessity for fire suppression purposes.
- (a) When so requested and accepted by the R.M. of Prince Albert to conduct a preplan, a fee for service to complete a preplan of a building is identified in Schedule "A" of this agreement.
 - (b) The Fire Department will provide a preplan form to the R.M. of Prince Albert to have completed by a corporation, agency, or property owner. When requested by the Fire Department, a preplan must be completed within sixty (60) days of the request to the R.M. of Prince Albert.
 - (c) Failure to meet a preplan completion date as identified in Section 3.2 (b) will result in the Prince Albert Fire Department conducting a preplan of the building and the invoice being sent to and paid by the R.M. as per Schedule "A" of this agreement.

SECTION 4: FURTHER CONDITIONS OF SERVICE

- 4.1 Subject to the availability of fire fighting equipment vehicles, fire fighting personnel and the discretion and provisos referred to generally Article 2 and elsewhere in this Agreement, the City shall respond to requests for Fire Services pursuant to this Agreement at any time of day or night, or day of the week.
- 4.2 Subject to Sections 2.7 to 2.12 inclusive in this Agreement, fire-suppression services will ordinarily include a manned pumper tanker (two fire fighters) and a utility vehicle (one fire fighter).

- 4.3 All requests for fire-suppression services provided pursuant to this Agreement shall be made to the 9-1-1 Emergency Communication Centre. Neither the City nor its officials, employees, servants, agents or the Fire Department shall be under any obligation to answer calls made to any other telephone number.
- 4.4 Where Fire Services are provided under this Agreement, the Prince Albert Fire Department shall provide the R.M. with reports and other information as may be required by the RM within 30 days of the call. The reports shall include the incident date, emergency type, number of fire department personnel, vehicles on scene, land location, narrative summary and hours mitigating the incident.
- 4.5 The R.M. shall provide the Prince Albert Fire Department information it may have available with regard to hazardous materials, fire hazards, non-compliant properties and any such information that may affect the nature of an emergency response and life safety of firefighters of the Prince Albert Fire Department.

SECTION 5: PAYMENT

- 5.1 The R.M. shall pay an annual retainer fee, which sums include the R.M. contribution to equipment capital replacement costs, as follows:
- (a) **Two Hundred and Fourteen Thousand Dollars (\$214,000) payable January 1st, 2021;**
 - (b) **Two Hundred and Twenty Thousand Dollars (\$220,000) payable January 1, 2022; and**
 - (c) **Two Hundred and Twenty Seven Thousand Dollars (\$227,000) payable January 1, 2023.**

- 5.2 In addition, the R.M. shall pay the City for fire suppression, fire suppression attendances, and for other services provided fees in the amounts and determined on the basis outlined in Schedule A.
- 5.3 The R.M. acknowledges that all payments to be made pursuant to this Agreement are exclusive of Goods and Services Taxes and any other federal and provincial taxes that the City is or may become liable to remit in respect of the payment for the fire-suppression services. The R.M. agrees to remit the value of such taxes to the City together with each payment at the time that such payment falls due.
- 5.4 Where the City incurs charges or costs on behalf of the R.M. with Saskatchewan Public Safety Agency or other related charges in connection with fire-suppression services, hazardous materials on the Land, or other services, the R.M. will on demand provide the City with full reimbursement and indemnification with respect to these charges.
- 5.5 The R.M. acknowledges and agrees that the sums payable by it pursuant to this Agreement are payable regardless of whether or not actual fire-suppression, rescue or dangerous goods services are required to be rendered during the response.
- 5.6 Following the provision of services the R.M. agrees to make payment of the sums due pursuant to this Agreement within sixty (60) days when invoiced for services rendered by the Prince Albert Fire Department.

- 5.7 Interest shall be payable and compounded with, and added to the principal sum owing on overdue payments of any monies payable by the R.M. pursuant to the terms of this Agreement, and shall thereafter constitute a part of the sum hereunder and shall accrue interest at a compounded interest rate of 1.5 percent per month, being the equivalent of 19.56 percent per annum, from a date sixty (60) days after the date of invoice, or in the event of rent, from the date same is due and owing, and continuing until payment is made.
- 5.8 It is understood and agreed that an additional charge for consumables, repairs or replacement of firefighter's personnel protective equipment if damaged during the incident shall be submitted to the R.M. of Prince Albert within thirty (30) days of the call.
- 5.9 The R.M. acknowledges that the City has pursuant to past agreements between them properly charged and has been entitled to collect and enforce payments from R.M. residents for burning without a permit. As this within Agreement has removed the City's responsibilities and entitlements pertaining to burning without a permit for the Term specified in Article 2.1, the R.M. agrees that it will take reasonable measures to itself enforce its bylaws prohibiting burning without a permit and to discourage R.M. residents from so doing.

SECTION 6: INDEMNIFICATION

- 6.1 The R.M. agrees to indemnify and save harmless the City, its officials, employees, servants or agents from and against all claims, demands, actions, causes of action, damages whatsoever arising and costs including solicitor/client and party-and-party costs which may be brought by any person, firm or corporation including the R.M. for any matter, injury, death or loss whatsoever suffered or alleged to be suffered in any manner arising from matters referred to in this Agreement, and whether occasioned by reason of negligence of the City or any of its officials, employees, servants or agents, or

otherwise and in particular, and not to limit the generality of the foregoing, by reason of injury to or death of any person or damage to property arising from the Fire Department equipment and personnel travelling to and suppressing the fire or threat of fire, and/or performing Fire Services, from the time that any such dispatched equipment or personnel leaves the Fire Station until it returns to the City limits. Notwithstanding anything hereinbefore contained, this sub clause shall have no application to and shall have excluded from it claims against the City for injury, death or loss occasioned by the gross negligence or intentional acts of the City or any of its officials, employees, servants or agents.

- 6.2 If, in the exercise of any of the discretions herein before given to the Fire Chief, the response to a request for Fire Services pursuant to this Agreement is limited so that none or only a part of the fire fighting equipment or personnel of the City is dispatched, the City shall not be responsible or liable for any damage which may be sustained by the R.M. or any third party as a result of the City exercising such discretion. For greater clarification, and not to limit the generality of any other term of this Agreement, the R.M. shall indemnify and save harmless the City, its officials, employees, servants and agents against all claims, demands, actions, causes of action, damages whatsoever arising and costs including solicitor, client and party-in-party costs which may be brought by any person, firm or corporation including the R.M.
- (a) In respect of the City's failure to provide Fire Services pursuant to this Agreement in circumstances where, due to weather conditions, road travel is dangerous or hazardous;
 - (b) In respect of the response provided by the City, the City's failure to prevent or suppress a fire, or for failure to minimize damages by reason of a fire in connection with Fire Services provided pursuant to this Agreement, except such claims as are occasioned by the gross negligence or intentional acts of the City or any of its officials, employees, servants or agents; and

- (c) In respect of the City's failure to provide Fire Services or the level of the response during such times when the City's fire fighting equipment, vehicles and fire fighting personnel are otherwise engaged in fire-suppression services, whether combating a fire or threat of fire or otherwise, within the jurisdiction of the City or pursuant to an existing contract.

6.3 In the event that a claim is made as contemplated in Section 6.1 or Section 6.2 hereof, the City shall as soon as practicable notify the R.M. of the claim and shall thereafter cooperate with the R.M., except in a pecuniary way, in the investigation, settlement and/or defence of the claim, it being understood that the manner in which the claim is handled shall be in the sole discretion of the R.M. Upon receipt by the R.M. of any such notification, the R.M. shall:

- (a) Serve the City by such investigation of the claim, or by such negotiations with the claimant, or by such settlement of the claim as may be deemed expedient by the R.M.;
- (b) Defend in the name of and on behalf of the City and at the cost of the R.M. any civil action which may at any time be brought against the City with respect to the claim; and
- (c) Pay all costs taxed against the City in any civil action defended by the R.M. and any interest accruing after the entry of judgement. With respect to any claim or civil action defended by the R.M., the R.M. shall pay:
 - i. All expenses that it incurs; and
 - ii. All reasonable expenses incurred by the City at the request of the R.M. in assisting the R.M. in the investigation, settlement and/or defence of the claim or civil action.

- 6.4 In the event the R.M. makes any payment pursuant to Section 6.3, it is agreed that the R.M. shall be subrogated to the City's right of recovery therefore against any person or organization. The City shall do whatever is reasonably necessary to secure such rights.

SECTION 7: GENERAL AND MISCELLANEOUS PROVISIONS

- 7.1 This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their legal relationship in respect of the subject matter hereof.
- 7.2 Except for where specifically provided in this agreement, the parties hereto agree that neither of their officials, employees, servants or agents have authority to act as agent of the other party and shall ensure that no such person holds himself or itself out as such.
- 7.3 Each of the provisions hereof is severable from any other provision and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.
- 7.4 If a firefighter is injured while performing Fire Services and the injuries result in time loss for the City of Prince Albert, the R.M. will remunerate the City of Prince Albert for the total time loss. These costs will be calculated based upon the firefighter's salary and benefits which are not covered by Workers' Compensation Benefits and other benefit plans.

7.5 Any notice, request or demand herein provided for shall be sufficiently given or made if personally delivered to, or mailed by ordinary mail in the City of Prince Albert, in the Province of Saskatchewan, postage prepaid, addressed

if to the City at:

City Clerk
The City of Prince Albert
City Hall
1084 Central Avenue
Prince Albert, SK S6V 7P3

and if to the R.M. at:

Administrator
R.M. of Prince Albert No. 461
99 River Street East
Prince Albert, SK S6V 0A1

7.6 Any notice mailed as aforesaid shall be conclusively deemed to have been given on the second business day following the day on which it was mailed or posted. Either of the parties hereto may at any time give notice in writing to the other of any change of address, and thereafter all notices shall be mailed to the new address so notified.

7.7 This Agreement represents the entire understanding and agreement between the parties hereto and supersedes all prior negotiations and agreements between the parties. In the event of any conflict between the language of this Agreement and the language of any other existing Agreement between the parties, the language of this Agreement shall prevail. No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.

- 7.8 No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver and the City shall not be obligated to continue any departure or waiver or permit subsequent departure or waiver.
- 7.9 Neither this Agreement nor any part thereof is assignable by either party.
- 7.10 It is expressly understood and agreed that reference to individuals in this Agreement shall include corporations, executors, administrators, successors, and permitted assigns, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neuter gender, whenever the context so requires.
- 7.11 The R.M. shall be entitled to name the Fire Chief or his alternate hereunder as the Fire Chief of the R.M. for purposes of complying with legislation or insurance, provided:
- (a) It is agreed that if the Fire Chief is placed under any obligation by order of the Fire Commissioner or otherwise with respect to the Land, then the R.M. will indemnify the City from all costs for meeting these obligations or orders; and
 - (b) In the event the Fire Chief determines in his sole discretion, that the City does not have the resources to comply with any such obligations or orders, the R.M. will promptly ensure compliance with same.

SECTION 8: TERMINATION

- 8.1 This Agreement may be terminated by written agreement by the parties.
- 8.2 It is understood and agreed that the effective date of this agreement shall be **January 1, 2021**, and that this agreement **supersedes the former agreement executed on December 10, 2019**.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 4th day of February , A.D. 2020.
2021

CITY OF PRINCE ALBERT



MAYOR


CITY CLERK

IN WITNESS WHEREOF The Rural Municipality of Prince Albert No. 461 has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 3rd day of February , A.D. 2020.

THE RURAL MUNICIPALITY
OF PRINCE ALBERT NO.
461



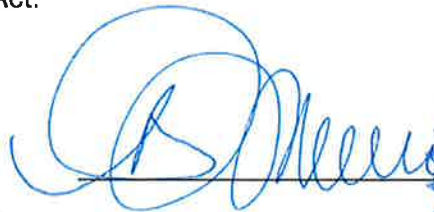
CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

DECLARATION

I, Roxanne Roy, of the City of Prince
Albert, in the Province of Saskatchewan, DO SOLEMNLY DECLARE:

1. That I have been appointed by the Board of Directors as an Officer of
RM of Prince Albert No. 461 (name of Corporation).
2. That, pursuant to the Corporation's Bylaws and/or Board Resolution, I am
authorized by the Corporation to execute all contracts, documents or
instruments in writing generally required by the corporation, or to sign
specific contracts, documents or instruments in writing, and all such
contracts, documents or instruments in writing so signed are binding upon
the Corporation without any further authorization or formality.
3. That I have been specifically authorized to execute the within or annexed
document.
4. I make this solemn declaration conscientiously believing it to be true and
knowing that it is of the same force and effect as if made under oath and
by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the
City of Prince Albert, in the Province
of Saskatchewan, this 3 day
of February, A.D., 2021.



Ashlynna Lamoch
A COMMISSIONER FOR OATHS
in and for the Province of Saskatchewan.
My Commission expires Jan 31 2023
For Saskatchewan
SASKATCHEWAN

SCHEDULE "A"

SERVICE	FEE
Accepted RMPA Request for Inspection or Investigation per Section 2.4 or 3.1	\$175.00 per hour (inclusive of mileage)
Accepted Third party requests for business premises required for a Provincial or Federal grant or license, or for Investigation services per Section 2.4 or 3.1	\$175.00 per hour (inclusive of mileage)
Preplan Services	
Request for Fire Department to conduct Preplan	\$275.00 per request (inclusive of mileage)
Emergency Response Charges	
False Alarm for Smoke Alarm Services	\$650.00 for first one hour on site, plus \$250.00 per hour on site thereafter
Carbon Monoxide Alarm Services	\$650.00 for first one hour on site, plus \$250.00 per hour on site thereafter

SCHEDULE "B"

Description of boundaries for Fire Services

The City is responsible for providing Fire Services within the existing boundaries of the R.M., save and except for the southern portion of the R.M., from Red Deer Hill Road/Halcro Road (the "Southern Boundary") as outlined in the attached fire services map, which is included in this Schedule. The City shall have no obligation or responsibility whatsoever to provide Fire Services within the said Southern Boundary.

