

BYLAW 09- 2018

A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE RANGE NO. 486 IN THE PROVINCE OF SASKATCHEWAN TO AUTHORIZE AGREEMENTS TO PROVIDE FOR THE ESTABLISHMENT AND OPERATION OF THE CARROT RIVER VALLEY MUTUAL AID ORGANIZATION

WHEREAS Section 11 (1) (2) of The Emergency Planning Act authorizes the Municipality to enter into an agreement with other Municipal Councils with respect to any matter within the jurisdiction of Council; and

WHEREAS the Council of the Rural Municipality of Moose Range No. 486 in the Province of Saskatchewan deems it expedient to enter into an agreement with other Municipal Councils for the establishment and operation of the Carrot River Valley Mutual Aid Organization.

NOW THEREFORE the Council of the Rural Municipality of Moose Range No. 486 in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the Carrot River Valley Mutual Aid Organization Bylaw
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 mayor or reeve of the municipality, as the case may be;
 - d. "Municipality" shall mean the Rural Municipality of Moose Range No. 486;
3. The Rural Municipality of Moose Range No. 486 is hereby authorized to enter into agreements with:


| | |
|--|--|
| The Town of Nipawin The Town of Choiceland The Town of Arborfield The Town of Carrot River The Village of White Fox The Village of Codette The Village of Aylsham The Village of Zenon Park | The Village of Love The Village of Smeaton The Res. Village of Tobin Lake The RM of Arborfield #456 The RM of Nipawin #487 The RM of Torch River #488 Pasquia Regional Park Nipawin & Dist. Regional Park |
|--|--|
4. The agreements are attached hereto and form a part of this bylaw, and are identified as:
 - "Exhibit A" – Carrot River Valley Mutual Aid Area Organization Agreement
 - "Exhibit B" – Disaster Services Mutual Aid Agreement
 - "Exhibit C" – Fire Services Assistance Agreement
5. The head of council and the administrator are hereby authorized to sign and execute the agreements described as Exhibit A, B and C.
6. This Bylaw shall come into effect on the date of the final passing thereof by the Council of the Rural Municipality of Moose Range No. 486.
7. Bylaw 08 - 2013 is hereby repealed.

SEAL



Reeve


Administrator

Read a third time and adopted this 12th day of September, 2018.


Administrator

Certified a true copy of Bylaw 09-2018 passed by the Council of the Rural Municipality of Moose Range No. 486 at their Regular Meeting held on September 12, 2018.


Administrator



CARROT RIVER VALLEY MUTUAL AID AREA ORGANIZATION AGREEMENT

THIS AGREEMENT MADE THIS 9th DAY OF JANUARY, A.D., 2006

BETWEEN:

THE TOWN OF NIPAWIN
THE VILLAGE OF WHITE FOX
THE TOWN OF CHOICELAND
~~THE VILLAGE OF GMEATOR~~
THE TOWN OF CARROT RIVER
THE TOWN OF ARBORFIELD
R.M. OF NIPAWIN # 487
R.M. OF TORCH RIVER #488
PASQUA REGIONAL PARK

THE VILLAGE OF CODETTE
~~THE VILLAGE OF LOVE~~
THE VILLAGE OF AYLSHAM
THE VILLAGE OF TOBIN LAKE
R.M. OF ARBORFIELD # 456
R.M. OF MOOSE RANGE # 486
NIPAWIN & DISTRICT REGIONAL PARK
VILLAGE OF ZENON PARK

WHEREAS the municipalities above mentioned deem it expedient to enter into an agreement for the purpose of exercising the powers conferred upon them by Section 11(1) of the Emergency Planning Act and amendments, and developing a plan to deal with emergencies or disasters occurring within the said municipalities; and

WHEREAS the parties to this agreement intend to establish an organization of the type contemplated in Section 11(1)(2) of the Emergency Planning Act.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT:

1. The Parties agree to joint action for effective emergency planning through formation of a Mutual Aid Area Organization. It shall be known as the Carrot River Valley Mutual Aid Area Organization.
2. The Parties agree to the establishment of a Mutual Aid Area Control Committee. This Committee should consist of two representatives from each member municipality. One of which shall be a member of Council. The representatives shall be appointed by Resolution of the respective Council.
3. The Parties agree that the Mutual Aid Area Organization Council Control Committee should appoint a Chairman and this appointment shall be confirmed by resolution of all Councils.
4. The Parties agree that the Town of Nipawin be, and it is hereby designated as, the Administrative Headquarters of the Carrot River Valley Mutual Aid Area Organization. A Mutual Aid Area Coordinator shall be appointed jointly by the parties hereto, to set up an Area Headquarters in the Town of Nipawin. The Carrot River Valley Mutual Aid Area Organization may elect a Vice-Chair and/or Deputy Coordinator.
5. The Parties agree that the aforesaid Mutual Aid Area Organization Coordinator, shall be charged with the responsibility of working under the direction of Carrot River Valley Mutual Aid Area Control Committee, and any related sub-committees authorized by the Control Committee, with the objective of carrying out all reasonable preparatory steps designed to ensure, in the event of emergency or disaster, that:
 - (a) Essential departments or municipal government and volunteer organizations are able to make the most effective use of their personnel and resources.
 - (b) Plans for the protection, survival and rehabilitation of the population be implemented without delay.
 - (c) The "Area" is prepared for reception of evacuees from other municipalities, and for the provision of mobile support to other Areas.
6. Each municipality will list its own resources and manpower and furnish the Mutual Aid Area Coordinator with such a list, including telephone numbers of municipal officials, key personnel, etc.
7. All authorized expenses incurred by the Carrot River Valley Mutual Aid Area Organization for administration and/or training shall be shared equally between the parties to this Agreement.

8. It is further agreed as follows:
- (a) All costs incurred by any party hereto, for attendance at a disaster or emergency outside their own corporate limits, shall be paid by the member municipality where the disaster or emergency occurred.
 - (b) A Schedule of Fees will be attached to this Agreement and may be amended from time to time as required.

WITNESS THEREOF:

The member municipalities herewith affixed their Corporate Seal, attested by the signing officers on their behalf.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:



THE TOWN OF NIPAWIN:
 MAYOR [Signature]
 ADMINISTRATOR [Signature]



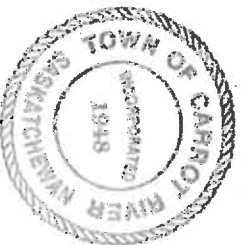
THE VILLAGE OF WHITE FOX:
 MAYOR [Signature]
 ADMINISTRATOR [Signature]



THE TOWN OF CHOICELAND:
 MAYOR [Signature]
 ADMINISTRATOR [Signature]

THE VILLAGE OF SNEATON:
 MAYOR _____

ADMINISTRATOR _____

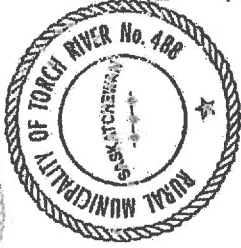


THE TOWN OF CARROT RIVER:
 MAYOR [Signature]
 ADMINISTRATOR [Signature]



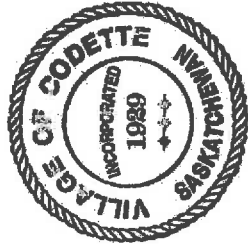
THE TOWN OF ARBORFIELD:

Robert Ruff
MAYOR
Allan Link
ADMINISTRATOR



R.M. OF TORCH RIVER # 488:

Robert Ruff
REEVE
John McKeown
ADMINISTRATOR



THE VILLAGE OF CODETTE:

Melinda Ren
MAYOR
James Rudy
CLERK



THE VILLAGE OF LOVE
~~THE VILLAGE OF LOVE: March 26-2014~~

LeAnn Rodgers
MAYOR
Cassidy McKinstry
CLERK

THE VILLAGE OF AYLSHAM:

John M. White
MAYOR
Bob Lull
CLERK



R.M. OF NIPAWIN # 487:

John M. White
REEVE
James Rudy
ADMINISTRATOR



R.M. OF ARBORFIELD # 456:

Robert Ruff
REEVE
Allan Link
ADMINISTRATOR

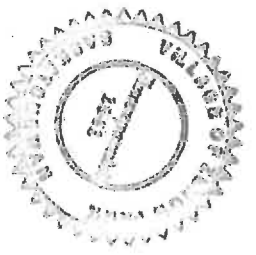
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R.M. OF MOOSE RANGE # 496:
REEVE
ADMINISTRATOR



THE VILLAGE OF TOBIN LAKE:
MAYOR
CLERK

NIPAWIN & DISTRICT REGIONAL PARK
MAYOR
ADMINISTRATOR



VILLAGE OF ZENON PARK
MAYOR
ADMINISTRATOR



PASQUIA REGIONAL PARK
MAYOR / BOARD MEMBER
ADMINISTRATOR / BOARD MEMBER

CRV Mutual Aid Area Organization

**CARROT RIVER VALLEY MUTUAL AID AREA ORGANIZATION
DISASTER SERVICES MUTUAL AID AGREEMENT**

MADE THIS _____ DAY OF _____ A.D. 20 _____

BETWEEN THE SIGNATORY INCORPORATED MUNICIPALITIES

WHEREAS a major emergency could affect any municipality to such a degree that local municipal resources would be inadequate to cope with the situation, each municipality that is a signatory to this agreement agrees to be a party in this Disaster Services Mutual Aid Agreement.

AND WHEREAS the municipalities that are a party to this agreement wish to pre-arrange for prompt emergency assistance for any partner municipality which may be affected or threatened by a major emergency;

THEREFORE the municipalities that are a party to this agreement agree as follows:

1. Any one of the parties to the agreement in need of emergency assistance may request Mutual Aid from one or more of the other parties, subject to the following conditions:
 - 1.1 Mutual Aid shall be restricted to equipment owned by and municipal staff employed by the Assisting Party, or equipment and staff under contract to the Assisting Party.
 - 1.2 Any calls for Aid shall be made by the Emergency Management Coordinator or other duly authorized representative of the Requesting Party, and must be directed to the Emergency Management Coordinator or other duly authorized representative of the Assisting Party.
 - 1.3 Any party to this agreement may at any time request Aid in accordance with the provisions of the agreement when subject to emergent circumstances within the Requesting Party's municipal boundaries.
 - 1.4 Mutual Aid is not intended to be requested to compensate for service level or resource shortfalls in the Requesting Party's normal course of business.
 - 1.5 A request for Aid may be made either orally or in writing, provided that any oral request for Aid is confirmed subsequently in writing as soon as practicably possible.

1.6 Nothing in this agreement shall be deemed or construed as an obligation to provide Aid prior to an Assisting Party expressly agreeing to provide Aid. It is understood and agreed by the parties hereto that the decision to provide Aid is solely within the discretion of the Assisting Party, and the Assisting Party shall be permitted to exercise complete and unfettered discretion as to whether to provide all, a portion of, or none of the Aid requested.

1.7 The employees and contractors of the Assisting Party shall always be subject to Assisting Party's control and direction during the provision of Aid unless expressly agreed to in writing by the parties hereto. Therefore, commands and requests of the Requesting Party shall be communicated by officers of Requesting Party in accordance with the command structure of Assisting Party. The Assisting Party shall be responsible for the safety of its employees and contractors in the provision of the Aid hereunder.

1.8 Any Mutual Aid agreement that remains in force between any of the parties or parties' municipal departments will supersede this agreement.

2. DEFINITIONS

2.1 In this agreement, unless there is something in the subject matter or context inconsistent therewith:

2.1.1 **Agreement** means this agreement and any schedules attached hereto;

2.1.2 **Aid** means assistance or support by an Assisting Party to a Requesting Party under this Agreement;

2.1.3 **Assisting Party** means that party to this agreement providing Aid to another party to this Agreement;

2.1.4 **Requesting Party** means that party to this agreement receiving Aid from another party to this Agreement;

2.1.5 **Shall** is to be read and interpreted as mandatory;

2.1.6 **May** is to be read and interpreted as permissive; and

2.1.7 **Party or parties** shall be read and interpreted as meaning those parties to this agreement and such party's successors and permitted assigns.

3. TERM

- 3.1 This agreement comes into force upon signing and shall be reviewed annually by all parties thereafter. At the time of review, amendments or additions may be introduced by way of a rider, which shall become part of the agreement upon ratification by all parties.
- 3.2 Any party may withdraw from the agreement by providing a Ninety (90) Day Notice of Termination to the other parties in writing. Upon withdrawal of any party, the agreement shall continue in force between the remaining parties.

4. PAYMENT FOR AID

- 4.1 The Assisting Party may charge fees in accordance with Schedule "A" attached hereto and forming a part of this agreement.
- 4.2 Per incident charges are reviewable from time to time by the respective Councils. Fees may be amended, by bylaw, on or before April 1st, for the ensuing year, for the term of this agreement. Approved per incident charges shall be annexed to this agreement in place of the fees established in section 4.1.
- 4.3 Upon receipt of an invoice and statement of costs directly incurred by the Assisting Party in providing Aid, the Requesting Party shall pay such costs to the Assisting Party in accordance with the payment terms of such invoice.
- 4.4 All goods and services tax or any duty or rate, irrespective of the governmental authority that imposes it, shall be paid by the Requesting Party at the time and in the manner required by the applicable legislation.

5. INDEMNIFICATION, INSURANCE AND LIMITATION OF LIABILITY

- 5.1 It is understood and agreed that the Assisting Party shall not be liable for any penalty, damages or losses whatsoever for delay or failure to respond to any call for Aid, or for any breach of this Agreement committed by the Assisting Party.
- 5.2 The Requesting Party shall indemnify and save harmless an Assisting Party from and against all losses, costs, damages, injury or expense to person or property of every nature or kind whatsoever arising out of, or in any way attributable to the provision of Aid, except where the same are due to the negligence of any employee of an Assisting Party.

- 5.3 The Requesting Party shall indemnify and save harmless an Assisting Party for damage or loss of any apparatus or equipment due to the Assisting Party providing Aid.
- 5.4 The Requesting Party shall indemnify and save harmless an Assisting Party from and against all losses, costs, damages, injury, death or expense to person(s) employed by the Assisting Party resulting from or in any way attributable to the provision of Aid, except where caused by the negligence of the Assisting Party.
- 5.5 The Requesting Party hereby remises, releases and discharges an Assisting Party, its successors and assigns of and from all manner of actions, causes of action or claims and demands of every nature or kind which the Requesting Party may have against an Assisting Party by reason of any breach of this agreement on the part of the Assisting Party.
- 5.6 Notwithstanding anything to the contrary in this agreement, particularly sections 5.2, 5.3, or 5.4 of this agreement, no party to this agreement shall have any liability to the other whatsoever:
- 5.6.1 With respect to the respective obligations under this agreement, or otherwise, for consequential, indirect, exemplary or punitive damages, even if the party was advised of the possibility of such damages; and
- 5.6.2 For any losses, claims, demands, actions, payments, judgments, costs or expenses whatsoever that a party may incur due to the other party's refusal or inability to provide Aid upon request.
- 5.7 Each party shall obtain and keep in force all risk property insurance covering, on an appraised cost basis, vehicles and equipment which may be employed in the provision of assistance under this agreement.
- 5.8 Each party shall obtain and keep in force comprehensive general liability insurance covering the operations of its municipality, including unlicensed vehicles, in an amount not less than \$5,000,000 per occurrence.

6. GENERAL

- 6.1 No party may assign this agreement.
- 6.2 The terms and conditions contained in this agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this agreement.
- 6.3 Time is to be of the essence in this agreement.

- 6.4 Nothing in this agreement, nor in any acts of either party hereto pursuant to this agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the parties hereto, and neither party has the authority to bind the other to any obligation of any kind.

7. CONFIDENTIAL INFORMATION AND OWNERSHIP OF PROPERTY

- 7.1 All documentation and all information and data received and compiled by the Assisting Party, while providing Aid, shall be treated as confidential for the benefit of the Requesting Party, and constitutes a part of Requesting Party's property and shall not be disclosed or made known to any other person except as authorized by the Requesting Party.
- 7.2 The Assisting Party acknowledges and agrees that the Requesting Party is the sole legal and beneficial owner of any and all of the Requesting Party's property.

8. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 8.1 Notwithstanding the termination or expiry of this agreement, the parties acknowledge that information and records compiled or created under this agreement which are in the custody of any party are subject to the *Local Authority Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the Assisting Party shall forward the information and records to the Requesting Party in accordance with the Act.
- 8.2 The Requesting Party shall furnish to the Assisting Party such information in its possession reasonably required for the proper performance of the obligations of the Assisting Party, and shall, in every way provide such cooperation as is reasonable in order for the Assisting Party to be able to perform the services.
- 8.3 This Section shall survive the termination or expiry of this agreement.

9. SIGNING IN COUNTERPARTS

- 9.1 This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date first above written.

IN WITNESS WHEREOF the proper signing officers on behalf of the parties give effect to this Agreement by their signature.

Rural Municipality of Arborfield # 456

Reeve

Administrator

Town of Arborfield

Mayor

Administrator

Village of Aylsham

Mayor

Clerk

Town of Carrot River

Mayor

Administrator

Town of Choiceland

Mayor

Administrator

Village of Codette

Mayor

Administrator

Village of Love

Mayor

Clerk

Rural Municipality of Moose Range # 486

Reeve

Administrator

Rural Municipality of Nipawin # 487

Reeve

Administrator

Town of Nipawin

Mayor

Chief Administrative Officer

Village of Smeaton

Mayor

Administrator

Resort Village of Tobin Lake

Mayor

Clerk

Rural Municipality of Torch River # 488

Reeve

Administrator

Village of White Fox

Mayor

Administrator

Village of Zenon Park

Mayor

Administrator

Pasquia Regional Park

Chairperson

Secretary

Nipawin & District Regional Park

Chairperson

Secretary

**Carrot River Valley Mutual Aid Area Organization
Disaster Services Agreement**

Schedule "A"

Equipment Rates Per Hour (including operator cost)

| | |
|------------------|---------------------------|
| Grader | \$150.00 |
| Scraper | \$200.00 |
| Backhoe | \$100.00 |
| Crawler | \$150.00 |
| Loader | \$150.00 |
| 3-Ton Truck | \$100.00 |
| Mower | \$60.00 (without tractor) |
| Tractor | \$85.00 |
| Generator | \$110.00 |
| Skidsteer Loader | \$100.00 |
| Vacuum Truck | \$125.00 |
| Tandem Truck | \$140.00 |
| Handivan | \$75.00 |

Equipment rates shall be increased by the cost of living index percentage each year.

Mileage Rate for use of personal vehicles shall be charged out at the current Public Services Commission Rate

The cost of transporting equipment to assist in the event of a request shall be charged out at actual cost.

All consumables shall be replaced by the requesting party prior to the equipment being returned to the Assisting Party.

Exhibit C

**CARROT RIVER VALLEY MUTUAL AID AREA ORGANIZATION
FIRE SERVICES ASSISTANCE AGREEMENT**

MADE THIS _____ DAY OF _____ A.D. 20 _____

BETWEEN THE SIGNATORY INCORPORATED MUNICIPALITIES

WHEREAS the Parties hereto mutually acknowledge that each may not be able to respond with sufficient resources to calls for Fire Services from within their jurisdictions in all cases, and deem it expedient and in the public's best interest to agree that the Parties may provide aid to each other in such circumstances.

AND WHEREAS the Parties are empowered pursuant Section 42 of *The Municipalities Act*, to enter into agreement with other municipalities to provide firefighting services and firefighting equipment beyond their boundaries, on any terms that may be agreed upon.

AND WHEREAS the Parties agree to the terms herein upon which firefighting services and equipment may be provided:

THEREFORE the municipalities that are a party to this agreement agree as follows:

SECTION 1: DEFINITIONS

1.1 The following words and phrases shall have the following meanings ascribed to them for the purpose of this agreement;

1.1.1 **Assisting Party** means that party to this agreement providing Aid to another party to this Agreement whether or not assistance is actually extended.

1.1.2 **Per Incident Charge(s)** means those charges for the provision of Fire Services set forth in Section 8 hereto, which charges may be adopted and which may be amended from time to time by bylaw of the Council of each Party.

1.1.3 **Fire Services** means firefighting assistance which may occur in any municipality from time to time.

1.1.4 **Fire Services Assistance Agreement** means an agreement between all Parties hereto and another municipality by which certain firefighting services are provided to that municipality, but excludes Disaster Services Mutual Aid Agreements between municipalities.

1.1.5 **Fire Chief** for the purposes of Sections 6 & 7 of this agreement, means the Chief of the Assisting Party or the Requesting party, as the case may be, and includes other personnel as are authorized by their department policy to request or extend aid under this agreement.

1.1.6 **Incident Command Procedures** means those procedures for establishing and transferring of command over firefighting services at the scene of an emergency response as described in Section 4 of this agreement.

1.1.7 **Requesting Party** means the party having the primary obligation to respond to fire alarms and other emergencies within a municipal territorial jurisdiction and who requests assistance from another party pursuant to this agreement.

SECTION 2: TERM OF AGREEMENT

2.1 This agreement comes into force upon signing, and shall continue in effect until terminated by either party in accordance with the provisions of Section 13.

2.2 The effective date shall be the date upon which the last party executes this agreement, following ratification hereof by bylaw of the Councils of each party.

SECTION 3: FIRE SERVICES ASSISTANCE AGREEMENT

3.1 Commencing on the effective date each party hereto may request Fire Services from another party and such Fire Services, if given, shall be requested and extended in accordance with and subject to the terms and conditions set forth in this agreement.

3.2 Fire Services may be requested either where the requesting party is unable in the opinion of the requesting party to respond to a call within its jurisdiction or is unable to respond with sufficient manpower or equipment. In addition to the above, Fire Services may be extended without request if the party that holds primary responsibility for the jurisdiction in which an emergency is taking place is unable to be contacted.

3.3 Where the requesting party is privy to a Fire Services Assistance Agreement, the geographic area covered in the Fire Protection Agreement shall for the purposes of this agreement be deemed to be within the jurisdiction of the requesting party, without inquiry by the assisting party. In such cases the requesting party shall be principally liable for payment of the service charges of the assisting party whether or not the municipality receiving aid under the Fire Protection Agreement disputes such charges.

SECTION 4: JURISDICTION AND COMMAND

4.1 Where the requesting party has been unable to respond to a call for Fire Services, and the aid of the assisting party shall have command of the response and shall provide Fire

Services in accordance with all applicable policies, operating procedures, directives, manuals and /or practices of the assisting party.

4.2 Where the requesting party requests assistance but has responded or intends to respond to a call, the first party on the scene shall establish a command and shall retain jurisdiction and command over Fire Services until command is formally turned over to the other party in accordance with appropriate Incident Command Procedures.

SECTION 5: EFFECT OF COMMAND

5.1 The party which establishes or assumes command may direct the other party in accordance with the policies, procedures, practices and methodologies adopted or followed by the commanding party.

5.2 The party subject to the commands of the other shall respond to such command whether or not such commands are in accordance with policies, procedures, practices and methodologies adopted or followed by the subordinate party.

5.3 Nothing set forth in subsections 5.1 or 5.2 above shall require the subordinate party to act or suffer or permit any action which may be contrary to law or which places the personnel or equipment of that party unduly at risk.

SECTION 6: ASSISTANCE DISCRETIONARY

6.1 The parties acknowledge that each has a primary obligation to provide Fire Services within the boundaries of its own municipality and/or Fire Protection District, and that the provision of aid to the requesting party may not be advisable, on a call by call basis, due to such factors as the state of available resources, the nature of the incident giving rise to the request for aid, the travelling distance involved, and the existence or apprehension of emergencies or potential emergencies within the assisting party's municipality. Accordingly, the Fire Chief of a party that receives a request to assist another party shall have the sole and unfettered discretion to decline to authorize Fire Services to the requesting party and may exercise such discretion without stating reasons. Further, the assisting party may divert personnel and equipment to another scene notwithstanding a response in aid of the requesting party or may withdraw from a scene, whether or not the assisting party is in command thereof, if in the sole discretion of the Fire Chief of the assisting party another alarm, emergency or location should be afforded a higher priority, and may exercise such, discretion without stating reasons.

6.2 Notwithstanding anything to the contrary in this agreement, the assisting party shall under no circumstances be liable for any damages or injury for failing to respond to any call or for delay in responding to any call or as a result of the failure of the equipment to attend to the incident scene.

SECTION 7: PROCEDURES FOR REQUESTS

- 7.1 The Fire Chief of the requesting party shall have and is hereby granted full and sufficient authority to request Fire Services from the assisting party.
- 7.2 The Fire Chief of the assisting party is further authorized to dispatch such personnel and equipment as can be allocated, in his judgment, for the response, and may do so without verifying the bona fides of the call or the alarm giving rise to the request. The parties agree to co-operate in establishing protocols for confirming the identity of the caller on behalf of the requesting party so as to preclude so far as possible requests for assistance being made under false pretenses.

SECTION 8: PER INCIDENT CHARGE

- 8.1 The assisting party may charge fees in accordance with the Carrot River Valley Fire Protection Organization Agreement Schedule A.
- 8.2 It is acknowledged that Per Incident Charges are reviewable from time to time by the respective Councils of the parties. Fees may be amended, by bylaw, on or before April 1st, for the ensuing year, for so long as this Agreement remains in force. Per Incident Charges so approved shall be annexed to this agreement in place of the fees established in section 8.1.
- 8.3 Following the provision of Fire Services, the assisting party shall prepare and deliver to the requesting municipality an itemized invoice for payment in accordance with rates set forth in section 8.1, and the Per Incident Charge shall constitute a debt of the requesting party. The requesting municipality shall remit payment of the amount so billed within 30 days of receipt of the invoice. Failing payment as required, the requesting municipality shall pay interest on the debt or such portion thereof as remains unpaid, charged at 1.25% per month (15% per annum).

SECTION 9: INSURANCE

- 9.1 Each party shall obtain and keep in force all risk property insurance covering, on an appraised cost basis, vehicles and equipment which may be employed in the provision of assistance under this agreement.
- 9.2 Each party shall obtain and keep in force comprehensive general liability insurance covering the operations of its fire department, including unlicensed vehicles, in an amount not less than \$5,000,000 per occurrence.

SECTION 10: MUTUAL RELEASES

10.1 Each party agrees to remise and release the other party in respect of damage to or loss of property and in respect of personal injury (including death) occurring in the course of requesting or providing assistance under this agreement, and each expressly waives any right or cause of action in respect of such loss or injury as against the other party, howsoever arising.

SECTION 11: INDEMNIFICATION

11.1 The parties expressly covenant and agree that the requesting party shall, in respect of third party claims of any nature arising from the provision of fire services by the assisting party under this agreement, indemnify and hold harmless and keep indemnified and held harmless the assisting party from and against all losses, claims, costs, expenses, demands, actions and causes of action (hereinafter in this Article 11 called "costs") asserted by third parties, save and except and this covenant of indemnity expressly excludes, such costs or portions of costs as are attributed to the negligence or breach of covenant herein committed by the assisting party, its officers, employees and/or volunteers. Notwithstanding termination of this agreement in accordance with Article 12, the covenant of indemnity shall apply to such costs as arise in consequence of the provision of fire service by the assisting party during the currency of the agreement.

SECTION 12: TERM

- 12.1 This agreement comes into force upon signing and shall be reviewed annually by all parties thereafter. At the time of review, amendments or additions may be introduced by way of a rider, which shall become part of the agreement upon ratification by all parties.
- 12.2 Any one of the participating parties may withdraw from the agreement by giving a Ninety (90) Day notice of termination to the other parties in writing. After the withdrawal of any party, the agreement shall continue in force between the remaining parties.

SECTION 13: GENERAL AND MISCELLANEOUS

- 13.1 This Agreement shall be governed by and construed in accordance with the laws in the Province of Saskatchewan.
- 13.2 Subject to the provisions herein for the revision of fees, this agreement may not be modified or amended except in writing and signed by all parties hereto or by their successors or assigns.

13.3 If for any reason any term, covenant or condition of this agreement, or the application thereof to any person or any circumstance, is held to be or rendered unenforceable or illegal then such term, covenant or condition:

- a) is and is deemed to be independent of the remainder of the agreement and to be severable and divisible therefrom and its unenforceability or illegality does not affect, impair or invalidate the remainder of the agreement or any part thereof; and
- b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable or illegal.
- c) Neither party is obliged to enforce any term, covenant or condition in this agreement against any person, if, by doing so, such party is caused to be in breach of any laws, regulations or enactments from time to time in force.

13.4 No waiver shall be inferred or implied by any forbearance by a party hereto or anything done or omitted to be done by a party with respect to a default, breach or nonobservance except only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver.

13.5 Notwithstanding anything to the contrary contained in this agreement, if either of the parties is bona fide delayed or hindered in or prevented from performance of any term, covenant or act required in this agreement by reason of inability to procure materials/resources, government intervention, or other casualty or contingency beyond the reasonable control of the party who is by reason thereof delayed in the performance of such party's covenants and obligations under this agreement in circumstances where it is not within reasonable control of such party to avoid delay, excluding insolvency, lack of funds or other financial cause of delay (hereby known as "unavoidable delay"), such performance shall be excused for the period of the delay and the period within which performance is to be effected shall be extended by the period of such delay.

13.6 Any notice or demand required or permitted to be given to either party hereto pursuant to this agreement (excluding requests for assistance contemplated in section 3) shall be in writing and may be delivered. If mailed to the party in person (or agent) or by sending it by prepaid registered mail addressed to the other party or to such alternate addresses as either party may be notice from time to time advise, and if mailed as aforesaid shall be deemed to be given three (3) days following the date of such mailing.

Any such notice, demand, request or consent is deemed to have been given or made on the day upon which it is delivered, or, if mailed and postal service is interrupted or substantially delayed, any notice, demand, request, or other instrument shall be delivered only in person to the other party.

- 13.7 The assisting party understands that time is of the essence in providing fire services in accordance with this agreement.
- 13.8 This agreement shall be binding upon and ensure to the benefit of the parties, their respective successors and representatives.

SECTION 14: CONFIDENTIAL INFORMATION AND OWNERSHIP OF PROPERTY

- 14.1 All documentation and all information and data received and compiled by the assisting party, while performing the services, shall be treated as confidential for the benefit of the requesting party and constitutes a part of the requesting party's property and shall not be disclosed or made known to any other person except as authorized by the requesting party.
- 14.2 The assisting party acknowledges and agrees that the requesting party is the sole legal and beneficial owner of any and all of the requesting party's property.

Section 15: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 15.1 Notwithstanding the termination or expiry of this agreement, the parties acknowledge that information and records compiled or created under this agreement which are in the custody of any party are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the assisting party shall forward the information and records to the requesting party within twenty (20) calendar days of official notification by the requesting party.
- 15.2 The requesting party shall furnish to the assisting party such information in its possession reasonably required for the proper performance of the obligations of the assisting party, and shall, in every way provide such cooperation as is reasonable in order for the assisting party to be able to perform the services.
- 15.3 This section shall survive the termination or expiry of this agreement.

IN WITNESS WHEREOF the proper signing officers on behalf of the parties give effect to this agreement by their signature.

Town of Arborfield

Rural Municipality of Moose Range # 486

Mayor

Reeve

Administrator

Administrator

Village of Aylsham

Town of Nipawin

Mayor

Mayor

Clerk

Chief Administrative Officer

Town of Carrot River

Village of Smeaton

Mayor

Mayor

Administrator

Administrator

Town of Choiceland

Village of Zenon Park

Mayor

Mayor

Administrator

Administrator