

# **COUNCIL MEETING**

Monday, January 22, 2024 6:30 p.m. Council Chambers, City Hall

PAGE 1

#### Page

# **ADOPTION OF AGENDA**

Adoption of Agenda.

# **ADOPTION OF MINUTES**

Adoption of minutes of the regular Council meeting held January 8, 2024.

Adoption of minutes of the special Council meeting held January 16, 2024.

# **PROCLAMATIONS**

Bula Ghosh of the Southwest Literacy Committee, Laura Beddome of the Early Years Family Resource Centre and Tekeyla Friday of the Chinook Regional Library will attend to proclaim January 21 to January 27, 2024 as "Family Literacy Week".

# **DELEGATIONS**

Members of SUN Local 69, Hutch EMS, the Swift Current RCMP and the Swift Current Fire Department will attend to present their concerns regarding the need for in-person security at the Cypress Regional Hospital.

# PUBLIC HEARINGS/PUBLIC NOTICE MATTERS/ORDERS

## **ITEMS FOR ACTION**

- 1 Accounts.
- 2 Report regarding Municipal Revenue Sharing Declaration of Eligibility.
- 4 Report regarding Combined Water and Wastewater Rate Increase.
- 6 Report regarding Protective Services Agreement Village of Stewart Valley and Rural Municipality of Saskatchewan Landing No. 167.



# **COUNCIL MEETING**

Monday, January 22, 2024 6:30 p.m. Council Chambers, City Hall

PAGE 2

- 17 Report regarding Fire Protection and Rescue Agreement Rural Municipality of Swift Current No. 137.
- **27** Report regarding Mutual Aid Agreement.
- 64 Report regarding Rescue Services Agreements.
- **91** Report regarding SaskPower Wind Tower Rescue Agreement.

## **REPORTS FOR INFORMATION**

# **BYLAWS**

# **UNFINISHED BUSINESS**

# **NEW BUSINESS**

99 Southwest Newcomer Welcome Centre Meeting Agenda from January 9, 2024.

## COMMUNICATIONS

# ITEMS REQUESTED TO BE DISCUSSED EN CAMERA

# REPORTS OF COUNCIL MEMBERS/ENQUIRIES

## <u>ADJOURNMENT</u>

## **NEXT MEETING DATE:**

Monday, February 5, 2024 – 6:30 p.m.

January 11, 2024

TO:

Council

FROM:

Kari Cobler, General Manager of Corporate Services

RE:

Accounts

Enclosed are the General Revenue Fund Disbursements for the period

Jan 1 - 9, 2024

	Current	Year to Date
Regular Accounts (2023)	175,865.92	173,052.29
Payroll Benefits	342,429.78	342,429.78
School Payments (Holy Trinity RCSSD #22)	109,294.72	109,294.72
School Payments (Minister of Finance)	452,114.94	452,114.94
Sask Power	-	2,813.63
General Contractors:		
Chemtrade West Ltd	17,556.00	17,556.00
Delco Automation Inc	32,317.65	32,317.65
Eecol Electric Ltd	37,969.85	37,969.85
Integrity Electrical Services	11,429.21	11,429.21
KK Golf Management Inc	11,913.80	11,913.80
Redhead Equipment Ltd	15,209.33	15,209.33
Rock Solid Trucking Ltd	10,231.22	10,231.22
Saskatchewan Public Safety Agency	35,175.00	35,175.00
Southern Star Trucking & Excavation Ltd	10,431.02	10,431.02
SUMA	16,105.95	16,105.95
Uline Canada	11,734.45	11,734.45
Wheatland Machine Shop	37,765.10	37,765.10
Wiebe Contracting	15,400.15	15,400.15
TOTAL	\$ 1,342,944.09	\$ 1,342,944.09

#### **RECOMMENDATION:**

I recommend that \$1,342,944.09 in disbursements be approved.

REPORT PREPARED BY:

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: Was Hay

I concur, with the recommendation



# City of Swift Current

# C.A.O. Report

**Date:** January 11, 2024

**To:** Chief Administrative Officer

From: General Manager of Corporate Services

Subject: Municipal Revenue Sharing Declaration of Eligibility

# **BACKGROUND**

The Ministry of Government Relations was directed to complete a review of the Municipal Revenue Sharing Grant program in 2018-2019. One of the main objectives of the review was to provide recommendations on how Municipal Revenue Sharing Grants can be used to encourage effective local governance.

#### **DISCUSSION**

To support this objective, Government Relations has implemented annual eligibility requirements for municipalities to receive their unconditional Municipal Revenue Sharing Grants. Municipalities must report compliance with the eligibility requirements to the Ministry of Government Relations by submitting the Declaration of Eligibility on an annual basis. There are six (6) eligibility requirements, which are:

- Submission of the 2022 Audited Annual Financial Statements to the Ministry of Government Relations;
- Submission of the 2022 Public Reporting on Municipal Waterworks to the Ministry of Government Relations;
- In Good Standing with respect to the reporting and remittance of Education Property Taxes;
- Adoption of a Council Procedures Bylaw;
- Adoption of an Employee Code of Conduct; and
- All members of council have filed and annually updated their Public Disclosure Statements, as required.

The deadline to submit the annual Declaration of Eligibility is January 31<sup>st</sup> of each year. If a municipality does not submit the declaration by the deadline or is not in compliance with one or more of the eligibility requirements, their Municipal Revenue Sharing Grant may be withheld until compliance is achieved.

The City of Swift Current has met all eligibility requirements and a Council resolution is required to confirm the responses given in the Declaration of Eligibility.

## RECOMMENDATION

THAT Council confirms the City of Swift Current meets the following eligibility requirements to receive the Municipal Revenue Sharing Grant:

- Submission of the 2022 Audited Annual Financial Statements to the Ministry of Government Relations:
- Submission of the 2022 Public Reporting on Municipal Waterworks to the Ministry of Government Relations;
- In Good Standing with respect to the reporting and remittance of Education Property Taxes;
- Adoption of a Council Procedures Bylaw;
- Adoption of an Employee Code of Conduct; and
- All members of council have filed and annually updated their Public Disclosure Statements, as required; and

THAT Council understands that if any requirements are not met, the Municipal Revenue Sharing Grant may be withheld until all requirements are met; and

THAT the City Clerk be authorized to sign the Declaration of Eligibility and submit it to the Ministry of Government Relations.

9 Copy
Kari Cobler, General Manager of Corporate Services

## **CAO Recommendation:**

I concur with the recommendation.

Jim Jones, CAO



# City of Swift Current

C.A.O. Report

**Date:** January 12, 2024

**To:** Chief Administrative Officer

From: General Manager of Infrastructure

**Subject:** Combined Water and Wastewater Rate Increase

#### **BACKGROUND**

Under legislation, individual utilities must fund themselves, meaning that each utility must generate enough revenue to sufficiently fund all costs associated with the operation of the utility, as well as any capital investments. The City of Swift Current's municipal property taxes must not be used to fund any of the municipal utilities, which include the Electrical Utility, the Solid Waste Utility, and the combined Water and Wastewater Utility.

The City has combined both its water and wastewater operations into one utility, and historically, the combined rates have been established at a level to ensure that sufficient revenues are generated to cover all expenses related to both its operations and capital investments. In November 2017, Council approved a perpetual annual increase of 2.0%. The perpetual increase is applied on January 1<sup>st</sup> of each year and remains in effect annually, until an amendment to the water and wastewater rate structure is approved by Council.

# **DISCUSSION**

During the preparation of the 2024 Municipal Budget, it was determined that the current combined water and wastewater rates for 2024 would not be adequate to generate the amount of revenue required to support infrastructure improvements and operating cost increases in 2024 and into the future.

As a result, an additional increase of 1.0% for all combined water and wastewater rates is being recommended to offset the budgeted expenses and capital investments for the 2024 fiscal year.

The above stated perpetual increase of 2.0%, applied on January 1<sup>st</sup> of each year, would remain in effect annually until an amendment to the water and wastewater rate structure is approved by Council.

# **RECOMMENDATION**

THAT Notice of Motion be given at this time by advising the public of Council's intention to amend the Rates set out in Section "C" – Schedule "A" of Bylaw No. 17 – 2001, being the Water and Wastewater Utility Bylaw, effective the February 1<sup>st</sup>, 2024 billing period.

Greg Parsons, General Manager of Infrastructure

# **CAO** Recommendation:

I concur with the recommendation.

Jim Jones, CAO



# City of Swift Current

C.A.O. Report

Date:

January 11, 2024

To:

Chief Administrative Officer

From:

Fire Chief

Subject:

Protective Services Agreement – Village of Stewart Valley and Rural

Municipality of Saskatchewan Landing No. 167

# **BACKGROUND**

The Rural Municipality of Saskatchewan Landing No. 167 administers a volunteer fire department tasked with providing fire protection to both the Rural Municipality and the Village of Stewart Valley. While their services excel in tackling wildfires, they do not have the specialized training and equipment for addressing structural fires. Over the past few years, the City of Swift Current has established formal agreements, as per Section 33 of *The Cities Act*, with R.M. of Saskatchewan Landing No. 167 and the Village of Stewart Valley, ensuring the provision of fire and rescue services. This collaborative partnership has demonstrated considerable efficiencies. However, the existing agreements expired on December 31<sup>st</sup>, 2023.

#### **DISCUSSION**

This Agreement remain substantially unchanged from the past agreements, apart from fees. The current fee schedule will increase at the rate of \$100 per year for hazmat response and all response units. See the Schedule "A" table of rates below:

#### **SCHEDULE "A"**

SERVICE	2024	2025	2026	2027
Rescue Services	\$1,900	\$2,000	\$2,100	\$2,200
Fire Services				
Engine, Tanker,	\$2,150	\$2,250	\$2,350	\$2,450
Utility				
Ladder	\$2,550	\$2,650	\$2,750	\$2,850
Hazmat Response	\$3,500	\$3,600	\$3,700	\$3,800

Fees for Fire Investigations and Fire Inspections has increased by \$50:

Hourly Rates	2024	2025	2026	2027
Investigation	\$200	\$200	\$200	\$200
Inspection	\$150	\$150	\$150	\$150

# **RECOMMENDATION**

THAT City Council approves the attached Agreements between the City of Swift Current and the Rural Municipality of Saskatchewan Landing No. 167 and Village of Stewart Valley and that the Mayor and City Clerk be authorized to sign the attached Agreements.

Ryan Hunter Fire Chief

# **CAO** Recommendation:

I concur with the recommendation.

Jim Jones, CAO

THIS AGREEMENT MADE THIS	DAY OF _	, 2023.
BETWEEN:		

## THE CITY OF SWIFT CURRENT

(hereinafter referred to as "the City")

- and -

# THE RURAL MUNICIPALITY OF SASKATCHEWAN LANDING No. 167 Including the Special Service Area of Stewart Valley

(hereinafter referred to as the "Rural Municipality")

#### PROTECTIVE SERVICES AGREEMENT

#### 1. DEFINITIONS

In this Agreement:

- 1) "Emergency Response" means the delivery of personnel and equipment, in order to address an emergency.
- 2) "Emergency Rescue" means an event within the confines of the boundaries of one of the Rural Municipality that requires an emergency response and that is in the nature of either:
  - (a) a present or imminent situation or condition, excepting fire, which requires prompt action to prevent or limit:
    - i. the loss of life;
    - ii. harm or damage to the safety, health or welfare of people, or damage to property or the environment; or,
  - (b) an event which is referred to as but not expressly limited to:
    - i. Vehicle Incident;
    - ii. Surface Water Rescue;
    - iii. Surface Ice Rescue;
    - iv. Confined Space Rescue;
    - v. Trench Rescue;
    - vi. High/Low angle Rescue;
    - vii. Heavy/Farm Equipment Extrication;
    - viii. Control/Mitigation of Hazardous Materials.
- 3) "Structural fire suppression" means the response to a fire encroaching on or occurring in a building or structure.

#### 2. GENERAL STATEMENT

- The City agrees to provide initial response for structural fire suppression, rescue, and dangerous goods incidents to all of the Rural Municipality, whenever possible, and at the discretion of the Fire Chief or his designate.
  - (a) The Fire Chief of the City of Swift Current or his designate, may exercise his discretion in determining whether equipment and manpower is available for deployment in the Rural Municipality, and may consider without limiting the generality of the foregoing:
    - i. Fires or threats of fire within City limits to which the Fire Department has responded or may be obliged to respond;
    - Weather conditions, road conditions or other hazards which may unduly jeopardize equipment or the health or safety of City fire fighters;
    - iii. Availability of manpower or equipment;
    - iv. The nature and severity of the fire or other hazard to which the alarm from the Rural Municipality relates;
    - v. Any other factor which may in the opinion of the Fire Chief or the Chief's designate be relevant.
- 2) The City shall provide primary response for structural fire suppression and emergency rescue services for the Rural Municipality

#### 3. MUTUAL AID

1) For the purposes of assisting the City's Fire Department in fighting fires in the Rural Municipality, the Rural Municipality hereby agrees to establish and maintain Mutual Aid Agreements with other nearby Municipalities. It shall be the purpose of these agreements to allow for nearby Fire Departments to respond to and assist in every way possible, in the suppression and control of fires and other emergencies in the Rural Municipality.

# 4. RURAL MUNICIPALITY OF SASKATCHEWAN LANDING No. 167

- 1) The Rural Municipality shall provide:
  - (a) A map indicating the Rural Municipality's boundaries showing the emergency response area for which it, its residents, or a person traveling through its jurisdiction, may request service;
  - (b) Farm-yard site information and water information as required by the Swift Current Fire Department for pre-planning purposes.
  - (c) The Rural Municipality shall contact Sask9-1-1 and request a change to the dispatch procedures in accordance with Schedule "B".

#### 5. SWIFT CURRENT FIRE DEPARTMENT

- 1) In accordance with Clause 2, the City shall provide service to the Rural Municipality.
- 2) The City shall be reimbursed for fighting fires according to the fees hereto attached as Schedule "A".
- 3) Swift Current Fire Department may provide fire investigation services to determine cause and origin within terms of this Agreement. Fire inspection services may be provided upon request by the Rural Municipality and will be on a "fee-for-service" basis.
- 4) The City will carry required insurance to protect for replacement of equipment used while fighting fires on behalf of the Rural Municipality.

#### 6. PAYMENT FOR EMERGENCY RESPONSE

- The City shall prepare the necessary documentation to be submitted to any responsible body, in the attainment of funds for covering the cost of the emergency response.
- 2) When emergency response services are provided for fire protection, an invoice shall be submitted to the Rural Municipality, calculated using Schedule "A".
  - (a) The City shall provide to the Rural Municipality a statement of account detailing the time, equipment and/or materials or manpower expended relative to each call and payment as provided herein shall be made to the city no later than thirty (30) days after receipt by the Rural Municipality of the statement of account;
  - (b) Payment shall include the replacement costs, including shipping, of chemicals and other extinguishing agents, excluding water, used to extinguish or prevent and/or limit the spread of fire; and
  - (c) The number of hours responding pursuant to Schedule "A". It will be based on a one (1) hour minimum paid in quarter (1/4) hour increments after the first hour, calculated from the time of dispatch to the time the equipment and apparatus dispatched to the Rural Municipality are returned to the Fire Hall and made ready to respond to a subsequent alarm.
- When rescue services are provided within the Rural Municipality, an invoice shall be submitted to the Rural Municipality for payment under the following terms:
  - (a) The City shall invoice the cost of the response to the Rural Municipality in accordance with the rates set out in Schedule "A". It will be based on a one (1) hour minimum paid in quarter (1/4) hour increments after the first hour, including the time spent traveling to, and returning from the event.

- and the time ordinarily required to make the equipment ready to respond to a subsequent alarm and the cost of disposable equipment furnished by the City in response to the request.
- (b) The City shall assign its rights to recovery of costs from SGI, to the Rural Municipality. The Rural Municipality may invoice SGI using the SGI Vehicle Fire and Accident Claim form.
- 4) The City shall provide a statement of account to the Rural Municipality detailing the amounts for each response. The account shall be paid within thirty (30) days of delivery of the statement of account.
- 5) An account that is not paid within thirty (30) days of delivery shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three percent (3%) per annum from the date the services and equipment were provided until the account is paid.

#### 7. RE-OPENING OF ANNUAL FEE AND PER RESPONSE FEES

 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, they may do so only by means of a written Agreement between them which shall be supplemented hereto and form part hereof.

#### 8. CITY NOT LIABLE

- The City shall not be liable for any damage or losses of the Rural Municipality whatsoever which may be occasioned by the City's failure or inability to respond to any structural fire or other emergency alarm or call, within the Rural Municipality, or for any delay in responding to such alarms or calls or for any action taken under this Agreement including the provision of fire fighting equipment and manpower, or rescue services, or both, to the Rural Municipality. The Rural Municipality hereby remises, releases and discharges the City from any and all manner of actions, causes of action or claims and demands which the Rural Municipality may have against the City arising out of this Agreement.
- 2) The City shall not be liable under the terms of this Agreement to the Rural Municipality for refusing to respond to a request for an Emergency Rescue or an Emergency Response.

## 9. RURAL MUNICIPALITY SHALL INDEMNIFY AND SAVE CITY HARMLESS

- 1) The Rural Municipality shall indemnify and save harmless the City from and against the following:
  - (a) All losses, costs, damages, injury and expense to person or property of every nature and kind whatsoever arising out of or in any way attributable to the provision of services under this Agreement, except, where caused by the negligence of any employee of the City.

- (b) All losses, costs, damages, injury or death to or of persons employed by the City Fire Department resulting from or in any way attributable to the provision of services under this agreement, except where caused by the negligence of the person or persons employed by the City.
- (c) The Parties expressly covenant and agree that the Rural Municipality shall, in respect of third party claims of any nature arising from provision of rescue services by the City under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the City from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an emergency response under this Agreement by the City. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.

#### 10. TERM OF AGREEMENT

- 1) This agreement shall terminate on December 31st, 2027.
- 2) Each party may withdraw from this Agreement on thirty (30) days written notice to the other.
- 3) If the City has an account outstanding in excess of thirty (30) days, the City may terminate this Agreement on seven (7) days written notice.

#### 11. TERMINATION OF CURRENT AGREEMENT

1) The current rescue services agreement between the City and the Rural Municipality shall terminate upon execution of this agreement.

Signed on behalf of the City of Swift Current this	day of November, 2023.
Seal	CITY OF SWIFT CURRENT
	MAYOR
	CITY CLERK

Signed on behalf of the Rural Municipality of Saskatchewan Landing No. 167 this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023.



RURAL MUNICIPALITY OF SASKATCHEWAN LANDING NO. 167

REEVE

**ADMINISTRATOR** 

#### **SCHEDULE "A"**

# PAYMENT FOR EMERGENCY RESPONSE

#### 1. Response Fees

The Rural Municipality shall pay response fees in accordance with the following table. Rates are per hour and include one piece of apparatus and manpower for that apparatus. Fees will be charged for each apparatus responded to the scene. The minimum response fee shall be for one (1) hour and shall be incremented by the quarter (1/4) hour after the first hour.

SERVICE	2024	2025	2026	2027
Rescue Services	\$1,900	\$2,000	\$2,100	\$2,200
Fire Services Engine, Tanker, Utility	\$2,150	\$2,250	\$2,350	\$2,450
Ladder	\$2,550	\$2,650	\$2,750	\$2,850
Hazmat Response	\$3,500	\$3,600	\$3,700	\$3,800

# 2. Consumable/Disposable Equipment

The cost of extinguishing agents and other consumable/disposable equipment furnished by the City in response to the request, calculated at replacement cost including shipping.

# 3. Nourishment

The cost of all food and drink required to nourish firefighters operating at an emergency of extended length which carries over a meal period or extends more than four (4) hours.

#### 4. Fire Inspections and Fire Investigations

In the event that a fire occurs in the Rural Municipality that requires an in depth investigation, the City shall start the investigation in accordance with *The Fire Safety Act*. Time spent starting the investigation and securing the scene shall be invoiced at the rates in the following table.

Should the Rural Municipality request the fire department to conduct a fire inspection on a property within the rural municipality, the City shall invoice the Rural Municipality at the rates in the following table:

Hourly	2024	2025	2026	2027
Rates	****	#200	0000	0000
Investigation		\$200	\$200	\$200
Inspection	\$150	\$150	\$150	\$150

#### SCHEDULE "B"

# **DISPATCH PROCEDURE**

- 1. Sask9-1-1 is not capable of separating dispatch agencies based on types of fire.
- 2. For all fires in the Rural Municipality, Sask9-1-1 shall jointly dispatch both the Valley Rural Fire Department and the Swift Current Fire Department.
- 3. Upon receipt of the dispatch notification, each respective fire department will determine from Sask9-1-1, the type of fire and the circumstances surrounding the fire.
- 4. Valley Rural Fire Department Procedures:
  - a. Request confirmation of the type of fire from Sask9-1-1
  - b. If the fire is confirmed to be a wildland, request that Swift Current Fire Department be stood down and respond to the incident.
  - c. If the fire is confirmed to be structural, confirm the Swift Current Fire Department has been dispatched and is responding.
- 5. Swift Current Fire Department Procedures:
  - a. Request confirmation of the type of fire from Sask9-1-1
  - b. If the fire is confirmed to be structural, confirm with Sask9-1-1 that Valley Rural Fire Department has been dispatched and immediately respond to the incident.
  - c. If the fire is confirmed to be a wildland fire, confirm with Sask9-1-1 that Valley Rural Fire Department has been dispatched, the stand down but continue to monitor the situation through Sask9-1-1 and be ready to respond if Valley Rural Fire Department requests assistance.
  - 6. Valley Rural Fire Department shall maintain command of all incidents but may relinquish command to the Swift Current Fire Department if the situation warrants.
  - 7. Nothing in this procedure prevents the Valley Rural Fire Department from requesting the Swift Current Fire Department respond to any incident based on incident size, manpower shortages, or other situations found at the scene.



# City of Swift Current

C.A.O. Report

Date:

January 11, 2024

To:

Chief Administrative Officer

From:

Fire Chief

Subject:

Fire Protection and Rescue Agreement – Rural Municipality of Swift

Current No. 137

# **BACKGROUND**

The City of Swift Current and the Rural Municipality of Swift Current No. 137 share a longstanding and dedicated commitment to mutual fire protection and rescue response initiatives. This agreement establishes a robust framework delineating the roles, responsibilities, and collaborative endeavors of both entities in addressing emergencies. It places a particular emphasis on fire suppression and rescue services within our respective jurisdictions. The subsequent sections outline key components, including definitions, general statements, mutual aid commitments, financial arrangements, and indemnification provisions. Collectively, these elements are strategically designed to foster effective and coordinated emergency response efforts. It is noteworthy that the existing agreement with the RM of Swift Current No. 137 concluded on December 31<sup>st</sup>, 2023.

## **DISCUSSION**

This Agreement remain substantially unchanged from the past agreements, apart from fees. The current fee schedule will increase at the rate of \$100 per year for hazmat response and all response units. See the Schedule "A" table of rates below:

#### **SCHEDULE "A"**

SERVICE	2024	2025	2026	2027
Rescue Services	\$1,900	\$2,000	\$2,100	\$2,200
Fire Services				
Engine, Tanker,	\$2,150	\$2,250	\$2,350	\$2,450
Utility				
Ladder	\$2,550	\$2,650	\$2,750	\$2,850
Hazmat Response	\$3,500	\$3,600	\$3,700	\$3,800

Fees for Fire Investigations and Fire Inspections has increased by \$50:

<b>Hourly Rates</b>	2024	2025	2026	2027
Investigation	\$200	\$200	\$200	\$200
Inspection	\$150	\$150	\$150	\$150

# **RECOMMENDATION**

THAT City Council approves the attached Agreement between the City of Swift Current and the Rural Municipality of Swift Current No. 137 and that the Mayor and City Clerk be authorized to sign the attached Agreement.

Ryan Hunter, Fire Chief

# **CAO Recommendation:**

I concur with the recommendation.

Jim Jones, CAO

THIS AGREEMENT MADE THIS DAY OF	_, 2023.
BETWEEN:	
THE CITY OF SWIFT CURRENT (hereinafter referred to as "the City")	
- and -	
THE RURAL MUNICIPALITY OF SWIFT CURRENT No. 137 (hereinafter referred to as the "Rural Municipality")	
CIDE PROTECTION AND RESCUE AGREEMENT	

#### 1. **DEFINITIONS**

In this Agreement:

- 1) "Emergency Response" means the delivery of personnel and equipment, in order to address an emergency.
- 2) "Emergency Rescue" means an event within the confines of the boundaries of one of the Parties to this Agreement that requires an emergency response and that is in the nature of either:
  - (a) a present or imminent situation or condition, excepting fire, which requires prompt action to prevent or limit:
    - (i) the loss of life;
    - (ii) harm or damage to the safety, health or welfare of people, or damage to property or the environment; or,
  - (b) an event which is referred to as but not expressly limited to:
    - (i) Motor Vehicle Incident;
    - (ii) Surface Water Rescue;
    - (iii) Surface Ice Rescue;
    - (iv) Confined Space Rescue;
    - (v) Trench Rescue;
    - (vi) High/Low Angle Rope Rescue;
    - (vii) Heavy/Farm Equipment Extrication;
    - (viii) Control/Mitigation of Hazardous Materials.

#### 2. GENERAL STATEMENT

- 1) When requested by the Rural Municipality, the City agrees to provide emergency response for fire suppression to the Rural Municipality, whenever possible, and at the discretion of the Fire Chief for the City, or his designate.
  - (a) The Fire Chief of the City or his designate, may exercise his discretion in determining whether equipment and manpower is available for deployment in the Rural Municipality, and may consider without limiting the generality of the foregoing:
    - i. Fires or threats of fire within City limits to which the Fire Department has responded or may be obliged to respond;
    - ii. Weather conditions, road conditions or other hazards which may unduly jeopardize equipment or the health or safety of City Fire Fighters:
    - iii. Availability of manpower or equipment;
    - iv. The nature and severity of the fire;
    - v. Any other factor which may in the opinion of the Fire Chief for the City, or the Chief's, designate is relevant.
- 2) When requested by the City, the Rural Municipality agrees to provide emergency response for fire suppression, to the City, whenever possible, and at the discretion of the Fire Chief for the Rural Municipality, or his designate.
  - (a) The Fire Chief of the Rural Municipality, or his designate, may exercise his discretion in determining whether equipment and manpower is available for deployment in the City, and may consider without limiting the generality of the foregoing:
    - Fires or threats of fire within response boundaries to which the Fire Department has responded or may be obliged to respond;
    - Weather conditions, road conditions or other hazards which may unduly jeopardize equipment or the health or safety of Rural Municipality Fire Fighters;
    - iii. Availability of manpower or equipment;
    - iv. The nature and severity of the fire;
    - v. Any other factor which may in the opinion of the Fire Chief for the Rural Municipality, or the Chief's designate is relevant.
- 3) The City and the Rural Municipality, agree to provide an immediate joint response to any incidents at the Semi Arid Prairie Agriculture Research Center.

4) The City and the Rural Municipality, agree to provide an immediate joint response to any incidents at the Swift Current Airport and the SC Landfill and absorb their own individual costs for attending any fire calls at these locations.

#### 3. MUTUAL AID

For the purposes of assisting the City's Fire Department in fighting fires in the Rural Municipality and the Rural Municipality's Fire Department in fighting fires in the City, the Rural Municipality and the City hereby agree to establish and maintain Mutual Aid Agreements with other nearby Municipalities. It shall be the purpose of these agreements to allow for nearby Fire Departments to respond to and assist in every way possible, in the suppression and control of fires in the Rural Municipality or the City. The Rural Municipality and the City shall exchange copies of all mutual aid agreements of which they are a party.

#### 4. RURAL MUNICIPALITY OF SWIFT CURRENT No. 137

- For each alarm or false alarm to which the City Fire Department responds, the Rural Municipality shall pay a sum calculated in accordance with Schedule "A" attached hereto and forming part of this agreement. The City shall provide to the Rural Municipality a statement of account detailing the time and/or materials or manpower expended relative to each call and payment as provided herein shall be made to the city no later than thirty (30) days after receipt by the Rural Municipality of the statement of account; and
  - (a) Payment shall include the costs of chemicals and other extinguishing agents, excluding water, used to extinguish or prevent and/or limit the spread of fire.
  - (b) The number of hours responding pursuant to Schedule "A" will be calculated from the time of dispatch to the time the equipment and apparatus dispatched to the Rural Municipality are returned to the Fire Hall and made ready for a subsequent call.
- 2) The Rural Municipality shall provide a map indicating the Rural Municipality's municipal boundaries showing the Emergency Response area for which it, its residents, or a person traveling through its jurisdiction, may request service;

#### 5. SWIFT CURRENT FIRE DEPARTMENT

- 1) In accordance with Clause 2, the City shall provide secondary response fire protection for the Rural Municipality.
- 2) The City shall be reimbursed for its services according to the fees hereto attached as Schedule "A".

3) The City will carry required insurance to protect for replacement of its own equipment.

#### 6. PAYMENT FOR EMERGENCY RESPONSE

- 1) When services are provided by the City to the Rural Municipality, an invoice shall be submitted to the Rural Municipality, using schedule 'A'.
- 2) When services are provided by the Rural Municipality to the City, an invoice shall be submitted to the City, using schedule 'B'.
- 3) An account that is not paid within thirty (30) days of delivery shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three percent (3%) per annum from the date the services and equipment were provided until the account is paid.

#### 7. RE-OPENING OF RESPONSE FEES

1) 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, they may do so only by means of a written Agreement between them which shall be supplemented hereto and form part hereof.

#### 8. CITY NOT LIABLE

The City shall not be liable for any damage or losses of the Rural Municipality whatsoever which may be occasioned by the City's failure or inability to respond to any fire or other emergency alarm or call, within the Rural Municipality, or for any delay in responding to such alarms or calls or for any action taken under this Agreement including the provision of fire fighting equipment and manpower, to the Rural Municipality. The Rural Municipality hereby remises, releases and discharges the City from any and all manner of actions, causes of action or claims and demands which the Rural Municipality may have against the City arising out of this Agreement.

The City shall not be liable under the terms of this Agreement to the Rural Municipality for refusing to respond to a request for an Emergency Response.

#### 9. RURAL MUNICIPALITY SHALL INDEMNIFY AND SAVE CITY HARMLESS

- 1) The Rural Municipality shall indemnify and save harmless the City from and against the following:
  - (a) All losses, costs, damages, injury and expense to person or property of every nature and kind whatsoever arising out of or in any way attributable to the provision of services under this Agreement, except, where caused by the negligence of any employee of the City.

- (b) All losses, costs, damages, injury or death to or of persons employed by the City Fire Department resulting from or in any way attributable to the provision of services under this agreement, except where caused by the negligence of the person or persons employed by the City.
- (c) The Parties expressly covenant and agree that the Rural Municipality shall, in respect of third party claims of any nature arising from provision of Services by the City under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the City from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an Emergency Response under this Agreement by the City. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.

#### 10. RURAL MUNICIPALITY NOT LIABLE

The Rural Municipality shall not be liable for any damage or losses of the City whatsoever which may be occasioned by the Rural Municipality's failure or inability to respond to any fire or other emergency alarm or call, within the City, or for any delay in responding to such alarms or calls or for any action taken under this Agreement including the provision of fire fighting equipment and manpower, to the City. The City hereby remises, releases and discharges the Rural Municipality from any and all manner of actions, causes of action or claims and demands which the City may have against the Rural Municipality arising out of this Agreement.

The Rural Municipality shall not be liable under the terms of this Agreement to the City for refusing to respond to a request for an Emergency Response.

#### 11. CITY SHALL INDEMNIFY AND SAVE RURAL MUNICIPALITY HARMLESS

- 1) The City shall indemnify and save harmless the Rural Municipality from and against the following:
  - (a) All losses, costs, damages, injury and expense to person or property of every nature and kind whatsoever arising out of or in any way attributable to the provision of services under this Agreement, except, where caused by the negligence of any employee of the Rural Municipality.
  - (b) All losses, costs, damages, injury or death to or of persons employed by the Rural Municipality Fire Department resulting from or in any way attributable to the provision of services under this agreement, except where caused by the negligence of the person or persons employed by the Rural Municipality.

(c) The Parties expressly covenant and agree that the City shall, in respect of third party claims of any nature arising from provision of Services by the Rural Municipality under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the Rural Municipality from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an Emergency Response under this Agreement by the Rural Municipality. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.

#### 12. TERMS OF AGREEMENT

- 1) This agreement shall be effective for the period starting January 1<sup>st</sup>, 2024 and ending December 31<sup>st</sup>, 2027.
- 2) Each party may withdraw from this Agreement on thirty (30) days written notice to the other. If the one party has an account outstanding in excess of thirty (30) days, the other party may terminate this Agreement on seven (7) days written notice.

Signed on behalf of the City of S	Swift Current this day of November, 2023.
SEAL	CITY OF SWIFT CURRENT
	MAYOR
	CITY CLERK

Signed on behalf of the Rural Municipality of Swift Current No. 137 12th day of



**RM OF SWIFT CURRENT NO. 137** 

ADMINISTRATOR

# **SCHEDULE "A"**

# PAYMENT FOR CITY EMERGENCY RESPONSE

#### 1. Response Fees

The Rural Municipality shall pay response fees in accordance with the following table. Rates are per hour and include one piece of apparatus and manpower for that apparatus. Fees will be charged for each apparatus responded to the scene. The minimum response fee shall be for one (1) hour and shall be incremented by the quarter (1/4) hour after the first hour.

SERVICE	2024	2025	2026	2027
Rescue	\$1,900	\$2,000	\$2,100	\$2,200
Services				
Fire Services	\$2,150	\$2,250	\$2,350	\$2,450
Engine,				
Tanker, Utility				
Ladder	\$2,550	\$2,650	\$2,750	\$2,850
Hazmat	\$3,500	\$3,600	\$3,700	\$3,800
Response				

## 2. Consumable/Disposable Equipment

The cost of extinguishing agents and other consumable/disposable equipment furnished by the Responding Party in response to the request, calculated at replacement cost including shipping.

# 3. Nourishment

The cost of all food and drink required to nourish firefighters operating at an emergency of extended length which carries over a meal period or extends more than four (4) hours.

# **SCHEDULE "B"**

# PAYMENT FOR RURAL MUNICIPALITY RESPONSE

#### Response Fees

The City shall pay response fees in accordance with the following table. Rates are per hour and include one piece of apparatus and manpower for that apparatus. Fees will be charged for each apparatus responded to the scene. The minimum response fee shall be for one (1) hour and shall be incremented by the quarter (1/4) hour after the first hour.

	2024	2025	2026	2027
Fire Response	\$1050	\$1150	\$1250	\$1350

## 2. Consumable/Disposable Equipment

The cost of extinguishing agents and other consumable/disposable equipment furnished by the Responding Party in response to the request, calculated at replacement cost including shipping.

## 3. Nourishment

The cost of all food and drink required to nourish firefighters operating at an emergency of extended length which carries over a meal period or extends more than four (4) hours.



# City of Swift Current

C.A.O. Report

Date:

January 11, 2024

To:

Chief Administrative Officer

From:

Fire Chief

Subject:

**Mutual Aid Agreement** 

# **BACKGROUND**

In the years 2011, 2015, and 2019, the City of Swift Current entered into a Mutual Aid Agreement, initially engaging with 24 neighbouring communities. Notably, in 2019, two (2) additional municipalities joined, expanding the agreement's scope to a total of 26 participants. As of December 31<sup>st</sup>, 2023, the Agreement has reached its expiration date, necessitating a renewal process.

#### **DISCUSSION**

This Agreement maintains the same terms as the original and will remain effective for an additional four-year term. Notably, it has been enhanced with clearer definitions, facilitating a more precise understanding of its provisions. The revised agreement empowers neighboring municipalities to promptly seek assistance from one another or extend support during significant emergencies or disasters. Additionally, it establishes standardized rates for equipment and manpower, aligning with provincial standards for farm equipment charges.

Executed in counterpart, the City of Swift Current has committed to retaining the central holder role for the master copies of this agreement.

## **RECOMMENDATION**

THAT City Council approves the attached Mutual Aid Agreement between the City of Swift Current and the surrounding communities as identified and authorizes the Mayor and City Clerk to sign the said Agreement.

Ryan Hunter, Fire Chief

# **CAO Recommendation:**

I concur with the recommendation.

Jim Jones, CAO

THIS AGREEMEN	IT MADE IN DUPLICATE THIS	DAY OF	, 2023.
BETWEEN:			
	THE CITY OF SWIFT CUF	RRENT	
	HEREINAFTER REFERRED TO AS "S	SWIFT CURRENT"	
AND:			
	THE TOWN OF GULL L	AKE	
	HEREINAFTER REFERRED TO AS	S "GULL LAKE"	
AND:			
	THE TOWN OF HERBI	ERT	
	HEREINAFTER REFERRED TO A	S "HERBERT"	
AND:			
	THE TOWN OF MOR	SE	
	HEREINAFTER REFERRED TO	AS "MORSE"	
AND:			
	THE VILLAGE OF HODGE	EVILLE	
	HEREINAFTER REFERRED TO AS	"HODGEVILLE"	
AND:			
	THE VILLAGE OF NEV	ILLE	
	HEREINAFTER REFERRED TO A	AS "NEVILLE"	
AND:			
	THE VILLAGE OF PENN	NANT	
	HEREINAFTER REFERRED TO A	S "PENNANT"	
AND:			
	THE VILLAGE OF VANG	UARD	
	HEREINAFTER REFERRED TO AS	S "VANGUARD"	
AND:			
	THE VILLAGE OF WALL	DECK	
	HEREINAFTER REFERRED TO A	S "WALDECK"	
AND:			
	THE VILLAGE OF WE	BB	
	HEREINAFTER REFERRED TO	AS "WEBB"	
AND:			
	THE RURAL MUNICIPALITY OF WHIS	KA CREEK No. 106	
	HEREINAFTER REFERRED TO AS	S "RM No. 106"	
AND:			
	THE RURAL MUNICIPALITY OF LAC I	PELLETIER No. 107	

HEREINAFTER REFERRED TO AS "RM No. 107"

AND:

THE RURAL MUNICIPALITY OF LAWTONIA No. 135
HEREINAFTER REFERRED TO AS "RM No. 135"

AND:

THE RURAL MUNICIPALITY OF COULEE No. 136 HEREINAFTER REFERRED TO AS "RM No. 136"

AND:

THE RURAL MUNICIPALITY OF SWIFT CURRENT No. 137
HEREINAFTER REFERRED TO AS "RM No. 137"

AND:

THE RURAL MUNICIPALITY OF WEBB No. 138
HEREINAFTER REFERRED TO AS "RM No. 138"

AND:

THE RURAL MUNICIPALITY OF GULL LAKE No. 139
HEREINAFTER REFERRED TO AS "RM No. 139"

AND:

THE RURAL MUNICIPALITY OF MORSE No. 165 HEREINAFTER REFERRED TO AS "RM No. 165"

AND:

THE RURAL MUNICIPALITY OF EXCELSIOR No. 166
HEREINAFTER REFERRED TO AS "RM No. 166"

AND:

THE RURAL MUNICIPALITY OF SASKATCHEWAN LANDING No. 167

HEREINAFTER REFERRED TO AS "RM No. 167"

Including the Village of Stewart Valley

AND:

THE RURAL MUNICIPALITY OF RIVERSIDE No. 168 HEREINAFTER REFERRED TO AS "RM No. 168"

AND:

THE TOWN OF CABRI HEREINAFTER REFERRED TO AS "CABRI"

AND:

THE VILLAGE OF HAZLET
HEREINAFTER REFERRED TO AS "HAZLET"

AND:

THE RURAL MUNICIPALITY OF PITTVILLE No. 169

HEREINAFTER REFERRED TO AS "RM No. 169"

Including THE VILLAGE OF SUCCESS

AND:

THE RURAL MUNICIPALITY OF CARMICHAEL No. 109
HEREINAFTER REFERRED TO AS "RM No. 109"

AND:

THE RURAL MUNICIPALITY OF MIRY CREEK No. 229

HEREINAFTER REFERRED TO AS "RM No. 229"

Including THE VILLAGE OF ABBEY

# MUTUAL AID AGREEMENT

The Cities Act, The Municipalities Act and The Emergency Planning Act allow for a municipality to enter into an agreement with any other municipality for the purposes of providing:

- a) emergency services; and
- b) equipment and facilities.

The parties to this agreement wish to provide mutual assistance to each other in the event of a major disaster as defined in this agreement.

#### **DEFINITIONS:**

For the purpose of this Agreement, unless the context otherwise requires, the term or expression:

- a) "Incident Commander" means the individual designated by the requesting municipality who is responsible for managing and directing the response to an incident, as outlined in this Agreement. The Incident Commander shall have authority over the personnel and apparatus of the responding municipality during the incident, ensuring the effective coordination of resources and services.
- b) "Incident Reporting" means the process by which the requesting municipality is responsible for promptly notifying the appropriate provincial Ministry or other relevant authorities of the incident, including providing essential information and updates as required by applicable regulations and procedures. This reporting is crucial for maintaining transparency and facilitating coordinated emergency responses.

- c) "Jurisdiction" means the geographical area and legal authority of each participating municipality, as defined by *The Cities Act*, *The Municipalities Act*, and *The Emergency Planning Act*. Each municipality operates within its own Jurisdiction and may provide mutual assistance to others within their respective areas as outlined in this Agreement.
- d) "Local Authority" means the governing body or organization within a municipality that holds the responsibility and decision-making power for matters related to the municipality's administration, including emergency management and response. This may include elected officials such as mayors or reeves, as well as their designated representatives who act on their behalf in matters outlined in this Agreement.
- e) "Mutual Aid Costs" means the collective expenses incurred by the Responding Party in response to a mutual aid request, including but not limited to personnel costs, equipment expenses, and ancillary costs.
- f) "Mutual Aid Request" means formal solicitation initiated by the Requesting Party to the Responding Party, seeking assistance in the form of emergency services, equipment, or facilities, as outlined in this Agreement.
- g) "Mutual Assistance" means the collaborative provision of emergency services, equipment, and facilities by the parties to this Agreement, within the boundaries of their respective municipalities, for the purpose of aiding each other during major disasters as defined herein. This assistance is subject to the terms and conditions outlined in this Agreement.
- h) "Requesting Party" means the Local Authority or its authorized representative that initiates a request for mutual aid services under the terms of this contract for their municipality. This party seeks assistance from other municipalities in response to an emergency or major disaster within its Jurisdiction.
- i) "Responding Party" means the municipality that offers assistance, emergency services, equipment, or facilities to another municipality, as specified in this Agreement.
- j) "Response to the Incident" means the actions, activities, and measures taken by the parties involved (the Requesting Party and the Responding Party) to address and manage an emergency or major disaster within the confines of their Jurisdictions. This includes the deployment of personnel, equipment, and resources, as well as the implementation of emergency plans and procedures to

mitigate the impact of the incident, ensure public safety, and minimize damage to property and the environment.

#### ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

#### 1) Mutual Assistance

- a) For the purposes of this Agreement "major disaster" means an event within the confines of one or more party's Jurisdictions that requires the utilization of emergency services, exceeds its available resources and is in the nature of either:
  - i) a calamity caused by:
    - (1) accident;
    - (2) act of war or insurrection;
    - (3) terrorist activity as defined in the Criminal Code; or
  - ii) forces of nature; or
  - iii) a present or imminent situation or condition that requires prompt action to prevent or limit:
    - (1) the loss of life;
    - (2) harm or damage to the safety, health or welfare of people; or
    - (3) damage to property or the environment.
- b) The parties hereby agree to provide Mutual Assistance to each other, within the boundaries of their respective municipalities for services, facilities and equipment under their control, as available.
- c) The stated Mutual Assistance will be provided upon request in accordance with the terms of this Agreement.
- d) The Local Authority or their designated representative shall make the Mutual Aid Request. The request shall authorize the Responding Party to dispatch resources to the incident, and the Requesting Party to receive individuals into their community.
- e) Notwithstanding the above, the Responding Party may:
  - i) choose not to respond;
  - ii) divert to another emergency call in its Jurisdiction; or
  - iii) withdraw to its own Jurisdiction; provided, however, that in such an event, the Responding Party shall inform the Requesting Party before withdrawing.

#### 2) Command

- a) Responsibility for managing the response to the incident shall remain with the Requesting Party.
- b) The personnel and apparatus of the Responding Party shall remain under its own control as a unit but shall provide its services pursuant to the direction of the Incident Commander.

#### 3) Reporting

a) Incident reporting to the appropriate provincial Ministry or other authorities shall be the responsibility of the Requesting Party.

# 4) Exchange of Information

- a) The parties agree to make available to each other, during an incident, the following information:
  - i) maps of their Jurisdiction indicating the nearest and most suitable roads to enable responders to get to an emergency as quickly as possible, including locations of water supplies and access points;
  - ii) appropriate Operating Guidelines;
  - iii) communication protocol;
  - iv) a copy of the municipality's Emergency Plan; and
  - v) a list of resources that may be utilized in the event of an emergency including:
    - (1) equipment;
    - (2) manpower;
    - (3) telephone numbers of municipal officials; and
    - (4) key personnel names and contact information.
- b) In the event of amendments to the maps, Operating Guidelines, Emergency Plan, communication protocol, and/or key contact information, the parties agree to provide amended copies to all other parties.

## 5) Indemnification

a) Each party agrees to indemnify the other for any damage or claims of any nature arising from acts performed in good faith pursuant to this Agreement. This will include, but not be limited to, all claims, losses, costs and expenses related to any injury to any person or damage to any property.

# 6) Compensation

- a) Any Requesting Party who initiates a mutual aid request under the terms of this contract shall assume full responsibility for the Mutual Aid Costs incurred by the Responding Party for their mutual aid services in response to such request.
- b) Each party agrees to provide compensation for Mutual Aid Costs to the Responding Party as follows:
  - i) manpower shall be compensated at the current rate of pay as per the individual Collective Bargaining Agreements for in-scope employees and/or the pay scale approved by Council for out-of-scope employees, plus 20% of the regular rate of pay to cover benefits;
  - ii) equipment shall be compensated at the rental rates listed in the most current edition of "Farm Machinery Custom and Rental Rate Guide" published by Saskatchewan Ministry of Agriculture or calculated using Appendix C in that Guide;
  - iii) equipment not listed in the above Guide shall be compensated at the current charge out rate for the particular piece of equipment; and
  - iv) expendable materials shall be compensated based on replacement cost at the time of use.
- c) In addition to the payment for services as set out above, the Requesting Party agrees to compensate the Responding Party for any non-negligent damages to equipment or clothing that is damaged while providing said services.
- d) Each Responding Party to a request for Mutual Assistance shall promptly provide a statement of account to the Requesting Party detailing the Mutual Aid Costs provided for by Article 6) b. The Account shall be paid, by the Requesting Party within 30 days of receipt of the statement of account.
- e) An account that is not paid in accordance with Article 6) d shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three percent (3%) per annum from the date the services and equipment were provided until the account is paid.

f) The Requesting Party shall, within ninety (90) days of the conclusion of the emergency, provide a complete statement of account for the entire incident to all Responding Parties.

## 7) Term of Agreement

- a) This Agreement shall come into effect on January 1<sup>st</sup>, 2024, and shall continue until December 31<sup>st</sup>, 2027.
- b) Either party may terminate this Agreement upon sixty days written notice.
- c) In the event of an ongoing emergency or disaster extending beyond the Agreement's expiration date, this Agreement may be extended by the Mayor(s) and/or Reeve(s) until the conclusion of the emergency event.

# 8) Counterpart Signatures

- a) This Agreement may be executed in one or more counterparts, all of which together shall constitute one Agreement, and each of which separately shall constitute an original document. Facsimile or electronic transmission, including retransmission, of a signed original of this Agreement shall be the same as delivery of the original.
- b) The City of Swift Current agrees to be the central repository of an original signed copy of this Agreement and to make it available electronically to all signees.

IN WITNESS WHEREOF, the parties have affixed their respective corporate seals, attested by the hands of the respective signing officers duly authorized in that behalf.

DATED this	day of	, 20
(Seal)		CITY OF SWIFT CURRENT
		MAYOR
		CITY CLERK

DATED this 25 day of October 2023



**TOWN OF GULL LAKE** 

MAYOR/REEVE

TOWN CLERK

DATED this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_3

**TOWN OF HERBERT** 

MAYOR/REÉVE

TOWN OF ED

DATED this 12th day of December, 2023.

(Seal)

TOWN OF MURSE

**TOWN OF MORSE** 

MAYORREEVE

TOWN-CLERK

DATED this 19th day of October, 2023.

VILLAGE OF HODGEVILLE

MAYOR/REEVE

VILLAGE CLERK

# DATED this 15 day of November 2023

(Seal)



VILLAGE OF NEVILLE

MAYOR/REEVE

VILLAGE CLERK

DATED this 09 day of November, 2023.

(Seal)

**VILLAGE OF PENNANT** 

andi Puentice



**VILLAGE OF VANGUARD** 

MAYOR/REEVE

VILLAGE CLERK

DATED this \_oct ayer 20th

(Seal)

VILLAGE OF WALDECK

MAY REEVE

AMICE ASS. OLEDI

DATED this \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2024\_.



VILLAGE OF WEBB

MAYOR/REEVE

VILLAGE CLERK

DATED this 20th day of foursber 2023



RM OF WHISKA CREEK No. 106

**PAOP**IR EEVE

DATED this 14 day of November 2023

(Seal)

RM OF LAC PELLETIER No. 107

MAYOR/REEVE

DM CLEDK

DATED this 8th day of November, 2023.

(Seal)

WINATCHEWAN OF NO. 130

RM OF LAWTONIA No. 135

MAYOR/REEVE

DATED this 31 st day of October 2023

SASKATCHEWAY CON CANADA IN CANADA IN

RM OF COULEE No. 136

EVE

RM CLERKANDIN IS TRATOR



**RM OF SWIFT CURRENT No. 137** 

MAYOR/REEVE

RMCLER

DATED this 14th day of December, 2023.



RM OF WEBB No. 138

MAYOR/REEVE

DM CLEDY

DATED this 16 day of Jovenbor 2023

SASKATCHEWAN LA

RM OF GULL LAKE No. 139

MAYOR/REEVE

(Seal)

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_\_ No V . \_\_\_\_\_, 20 23

SANTENENAN OR SANTENAN OR SANT

RM OF EXCELSIOR No. 166

MAYOR/REEVE

DATED this ) day of October, 2023.



RM OF SASKATCHEWAN LANDING No. 167

MAYOR/REEVE

PM CLERK

# DATED this 14th day of November, 2023.

(Seal)



RM OF RIVERSIDE No. 168

MAYOR/REEVE

DATED this 13th day of Jovember 20,23

Sestatore That

**TOWN OF CABRI** 

MAYOR/REEVE

TOWNCLERK

	1 1		T	مرسه چې
DATED this	$\iota$	day of	December	, 20 <u>メ</u> ょ.

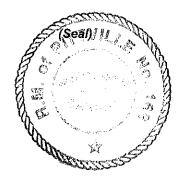


VILLAGE OF HAZLET

MAYÖR/REEVE

VILLAGE CLERK

DATED this _	12	_ day of	Deco	when	, 20 <u>23</u> _
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**RM OF PITTVILLE NO. 169** 

MAYOR/REEVE

DM CLEDK

DATED this 15th day of November 20 23



**RM OF CARMICHAEL NO. 109** 

YOR/REEVE

DATED this 16th day of November , 20,23.

(Seal)

RM OF MIRY CREEK NO. 229

MAYOR/REEVE

DATED this 16th day of November, 2023.

(Seal)

INCORPORATED TO THE INCORP

VILLAGE OF ABBEY

WAYOR/REEVE



# City of Swift Current

C.A.O. Report

Date:

January 11, 2024

To:

Chief Administrative Officer

From:

Fire Chief

Subject:

**Rescue Services Agreements** 

# **BACKGROUND**

Over the years, the City of Swift Current has maintained agreements with neighboring areas to deliver an emergency rescue response. The existing agreements, which were effective until December 31<sup>st</sup>, 2023, have now expired. The authority for these agreements is derived from *The Cities Act*.

# **DISCUSSION**

Our Rescue Services Agreement entails providing vehicle extrication and specialized rescue services in an expansive area surrounding Swift Current. This is particularly crucial in regions where there are volunteer fire departments lacking the necessary tools or training for such services. Presently, we have established rescue services agreements with five (5) municipalities.

As a component of these rescue agreements, we delegate our rights to recover costs from SGI to the respective municipality. This strategic approach enables them to effectively recover approximately 65% of the incurred costs. While these agreements retain a substantial resemblance to past arrangements, a notable change is the fees for service. These fees are now set for a four-year duration, incorporating predetermined annual increases as outlined in the table below:

SERVICE	2024	2025	2026	2027
Rescue Services	\$1,900	\$2,000	\$2,100	\$2,200

#### RECOMMENDATION

THAT City Council approves the attached Rescue Services Agreements between the City of Swift Current and the following Rural Municipalities:

RM of Whiska Creek No. 106; RM of Coulee No. 136; RM of Excelsior No. 166; RM of Saskatchewan Landing No. 167; and the RM of Riverside No. 168,

and that the Mayor and City Clerk be authorized to sign the said Agreements.

Ryan Hunter, Fire Chief

# **CAO Recommendation:**

I concur with the recommendation.

Jim Jones, CAO

THIS AGREEMENT MADE TH	IIS DAY OF	, 2023.
BETWEEN:		
	THE CITY OF SWIFT CUR hereinafter referred to as	
	- and -	

#### THE RURAL MUNICIPALITY OF WHISKA CREEK No. 106

(hereinafter referred to as the "Requesting Party")

#### **EMERGENCY RESCUE SERVICES AGREEMENT**

**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 event which would require *emergency rescue* services;

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1. **DEFINITIONS**

In this Agreement:

- (1) **"Emergency response"** means the delivery of personnel, equipment, and emergency medical services, in order to address an *emergency rescue*.
- (2) **"Emergency rescue"** means an event within the confines of the boundaries of one of the Parties to this Agreement that requires an *emergency response* and that is in the nature of either:
  - (a) a present or imminent situation or condition, excepting fire, which requires prompt action to prevent or limit:
    - (i) the loss of life;
    - (ii) harm or damage to the safety, health or welfare of people, or damage to property or the environment; or,
  - (b) an event which is referred to as but not expressly limited to:
    - (i) Vehicle Incident;
    - (ii) Surface Water Rescue;
    - (iii) Surface Ice Rescue;
    - (iv) Confined Space Rescue;
    - (v) Trench Rescue;

- (vi) High/Low Angle Rope Rescue;
- (vii) Heavy/Farm Equipment Extrication;
- (viii) Control/Mitigation of Hazardous Materials.

#### 2. OBJECTIVE

The objective of the Emergency Rescue Services Agreement is to provide an *emergency rescue* response with the expertise of the City of Swift Current's Fire Department personnel and equipment, on a contracted basis to the Requesting Party.

#### 3. EMERGENCY RESCUE SERVICES

- (a) The parties agree that the City of Swift Current be, and it is hereby designated as, the *emergency rescue* services provider.
- (b) Subject to the following provisions, the City agrees to furnish an *emergency rescue* response by it.
- (c) The emergency rescue response shall be furnished pursuant to a request made by the dispatcher of the Requesting Party that requires services and equipment furnished to it. Each request shall specify the nature and extent of the emergency response wanted from the City.
- (d) Notwithstanding an *emergency rescue* as defined in Article 1(2), the City may refuse a request for an *emergency response*.
- (e) The City shall furnish only the services and equipment required to mitigate the incident.

#### 4. EXCHANGE OF INFORMATION

The Requesting Party shall supply the following information to the City's dispatcher:

- (a) A map indicating the Requesting Party's municipal boundaries showing the *emergency response* area for which it, its residents, or a person traveling through its jurisdiction, may request service;
- (b) Each Requesting Party shall keep current the information supplied by it, pursuant to Sub Article 4(a), and shall provide amended copies of its map as soon as there is a change to its boundaries.

# 5. PAYMENT FOR EMERGENCY RESPONSE

(1) The City shall invoice the cost of the response to the Requesting Party in accordance with the rates set in Schedule "A". It will be based on a one (1) hour minimum billed in quarter (1/4) hour increments after the first hour, including the time spent travelling to and returning from the event and the time ordinarily required to make the equipment ready to respond to a subsequent alarm and the replacement cost, including shipping, of any disposable equipment furnished by the City in response to the request.

- (2) The City shall assign its rights to recovery costs from SGI, to the Requesting Party and shall provide sufficient information to allow the requesting Party to invoice SGI using the SGI Vehicle Fire and Accident Claim Form.
- (3) The City shall provide a statement of account to the Requesting Party detailing the amounts provided for by article 5(1). The account shall be paid within thirty (30) days of delivery of the statement of account.
- (4) An account that is not paid within thirty (30) days of delivery shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three present (3%) per annum from the date the services and equipment were provided until the account is paid.

#### 6. EXCLUSION OF LIABILITY

The City shall not be liable under the terms of this Agreement to the Requesting Party for refusing to respond to a request for an *emergency rescue* response.

#### 7. MUTUAL RELEASE

Each Party agrees to release the other in respect of damage to, or loss of the Party's property, and in respect of personal injury (including death) to the Party's employees, agents, and servants occurring in the course of requesting or providing an *emergency response* under this Agreement, and each expressly waives any cause of action in respect of such loss or injury as against the other Party, howsoever arising.

#### 8. INDEMNIFICATION

The Parties expressly covenant and agree that the Requesting Party shall, in respect of third party claims of any nature arising from provision of rescue services by the City under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the City from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an *emergency response* under this Agreement by the City. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.

# 9. RE-OPENING OF ANNUAL FEE AND PER RESPONSE FEES

- (1) 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, they may do so only by means of a written Agreement between them which shall be supplemented hereto and form part hereof.
- (2) Effective date of this Agreement is January 1<sup>st</sup>, 2024.

#### 10. AMENDMENT

No change or modification to this Agreement shall be effective unless it is in writing and executed by each of the Parties in the same manner and with the same formality as this Agreement.

#### 11. TERMINATION

- (1) This agreement shall be effective for a period of four (4) years ending December 31st, 2027.
- (2) Each party may withdraw from this Agreement on thirty (30) days written notice to the other. If the Requesting Party has an account outstanding in excess of thirty (30) days, the City may terminate this Agreement on seven (7) days written notice.

**IN WITNESS WHEREOF** the Parties have affixed their respective corporate seals, attested by the hands of their respective signing officers duly authorized in that behalf.

Signed on behalf of the City this day of November, 2023.			
Seal	CITY OF SWIFT CURRENT		
	Mayor		
	City Clerk		
Signed on behalf of the Requesting Party this	20th day of forenther, 2023.		
OF WHIS	R.M. OF WHISKA CREEK No. 106		
INCORPORATED S	still in		
1913	Regive		
William & don't	Administrator		

#### **SCHEDULE 'A'**

# **PAYMENT FOR EMERGENCY RESPONSE**

# 1. Response Fees

The Requesting Party shall pay response fees in accordance with the following table. Rates are per hour and include one piece of apparatus and manpower for that apparatus. Fees will be charged for each apparatus responded to the scene. The minimum response fee shall be for one (1) hour and shall be incremented by the quarter (1/4) hour after the first hour.

SERVICE	2024	2025	2026	2027
Rescue	\$1,900	\$2,000	\$2,100	\$2,200
Services				

# 2. Consumable/Disposable Equipment

The cost of consumable/disposable equipment furnished by the City in response to the request, calculated at replacement cost including shipping.

# 3. Nourishment

The cost of food and drink required to nourish firefighters at an emergency of extended length which carries over a meal period or extends more than four (4) hours.

THIS AGREEMENT MADE THIS DAY OF	, 2023.
BETWEEN:	
THE CITY OF SWIFT CURRENT (hereinafter referred to as "the City")	
- and -	
THE RURAL MUNICIPALITY OF COULEE, No. 136 (hereinafter referred to as the "Requesting Party")	

## **EMERGENCY RESCUE SERVICES AGREEMENT**

**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 event which would require *emergency rescue* services;

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 1. **DEFINITIONS**

In this Agreement:

- (1) **"Emergency response"** means the delivery of personnel, equipment, and emergency medical services, in order to address an *emergency rescue*.
- (2) "Emergency rescue" means an event within the confines of the boundaries of one of the Parties to this Agreement that requires an emergency response and that is in the nature of either:
  - (a) a present or imminent situation or condition, excepting fire, which requires prompt action to prevent or limit:
    - (i) the loss of life;
    - (ii) harm or damage to the safety, health or welfare of people, or damage to property or the environment; or,
  - (b) an event which is referred to as but not expressly limited to:
    - (i) Vehicle Incident;
    - (ii) Surface Water Rescue:
    - (iii) Surface Ice Rescue;
    - (iv) Confined Space Rescue;

- (v) Trench Rescue;
- (vi) High/Low Angle Rope Rescue;
- (vii) Heavy/Farm Equipment Extrication;
- (viii) Control/Mitigation of Hazardous Materials.

#### 2. OBJECTIVE

The objective of the Emergency Rescue Services Agreement is to provide an *emergency rescue* response with the expertise of the City of Swift Current's Fire Department personnel and equipment, on a contracted basis to the Requesting Party.

#### 3. EMERGENCY RESCUE SERVICES

- (a) The parties agree that the City of Swift Current be, and it is hereby designated as, the *emergency rescue* services provider.
- (b) Subject to the following provisions, the City agrees to furnish an *emergency rescue* response by it.
- (c) The *emergency rescue* response shall be furnished pursuant to a request made by the dispatcher of the Requesting Party that requires services and equipment furnished to it. Each request shall specify the nature and extent of the *emergency response* wanted from the City.
- (d) Notwithstanding an *emergency rescue* as defined in Article 1(2), the City may refuse a request for an *emergency response*.
- (e) The City shall furnish only the services and equipment required to mitigate the incident.

## 4. EXCHANGE OF INFORMATION

The Requesting Party shall supply the following information to the City's dispatcher:

- (a) A map indicating the Requesting Party's municipal boundaries showing the *emergency response* area for which it, its residents, or a person traveling through its jurisdiction, may request service;
- (b) Each Requesting Party shall keep current the information supplied by it, pursuant to Sub Article 4(a), and shall provide amended copies of its map as soon as there is a change to its boundaries.

## 5. PAYMENT FOR EMERGENCY RESPONSE

- (1) The City shall invoice the cost of the response to the Requesting Party in accordance with the rates set in Schedule "A". It will be based on a one (1) hour minimum billed in quarter (1/4) hour increments after the first hour, including the time spent travelling to and returning from the event and the time ordinarily required to make the equipment ready to respond to a subsequent alarm and the replacement cost, including shipping, of any disposable equipment furnished by the City in response to the request.
- (2) The City shall assign its rights to recovery costs from SGI, to the Requesting Party and shall provide sufficient information to allow the requesting Party to invoice SGI using the SGI Vehicle Fire and Accident Claim Form.

- (3) The City shall provide a statement of account to the Requesting Party detailing the amounts provided for by article 5(1). The account shall be paid within thirty (30) days of delivery of the statement of account.
- (4) An account that is not paid within thirty (30) days of delivery shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three present (3%) per annum from the date the services and equipment were provided until the account is paid.

#### 6. EXCLUSION OF LIABILITY

The City shall not be liable under the terms of this Agreement to the Requesting Party for refusing to respond to a request for an *emergency rescue* response.

## 7. MUTUAL RELEASE

Each Party agrees to release the other in respect of damage to, or loss of the Party's property, and in respect of personal injury (including death) to the Party's employees, agents, and servants occurring in the course of requesting or providing an *emergency response* under this Agreement, and each expressly waives any cause of action in respect of such loss or injury as against the other Party, howsoever arising.

### 8. INDEMNIFICATION

The Parties expressly covenant and agree that the Requesting Party shall, in respect of third party claims of any nature arising from provision of rescue services by the City under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the City from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an *emergency response* under this Agreement by the City. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.

#### 9. RE-OPENING OF ANNUAL FEE AND PER RESPONSE FEES

- (1) 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, they may do so only by means of a written Agreement between them which shall be supplemented hereto and form part hereof.
- (2) Effective date of this Agreement is January 1st, 2024.

#### 10. AMENDMENT

No change or modification to this Agreement shall be effective unless it is in writing and executed by each of the Parties in the same manner and with the same formality as this Agreement.

#### 11. TERMINATION

(1) This agreement shall be effective for a period of four (4) years ending December 31<sup>st</sup>, 2027.

(2) Each party may withdraw from this Agreement on thirty (30) days written notice to the other. If the Requesting Party has an account outstanding in excess of thirty (30) days, the City may terminate this Agreement on seven (7) days written notice.

**IN WITNESS WHEREOF** the Parties have affixed their respective corporate seals, attested by the hands of their respective signing officers duly authorized in that behalf.

Signed on behalf of the City this	day of November, 2023.
Seal	CITY OF SWIFT CURRENT
	Mayor
	City Clerk

Signed on behalf of the Requesting Party this this 3154 day of October, 2023



R.M. OF COULEE No. 136

Reeve Turgeron

Anny Knight

Administrator

## SCHEDULE 'A'

## **PAYMENT FOR EMERGENCY RESPONSE**

## 1. Response Fees

The Requesting Party shall pay response fees in accordance with the following table. Rates are per hour and include one piece of apparatus and manpower for that apparatus. Fees will be charged for each apparatus responded to the scene. The minimum response fee shall be for one (1) hour and shall be incremented by the quarter (1/4) hour after the first hour.

SERVICE	2024	2025	2026	2027
Rescue	\$1,900	\$2,000	\$2,100	\$2,200
Services				

## 2. Consumable/Disposable Equipment

The cost of consumable/disposable equipment furnished by the City in response to the request, calculated at replacement cost including shipping.

## 3. Nourishment

The cost of food and drink required to nourish firefighters at an emergency of extended length which carries over a meal period or extends more than four (4) hours.

THIS AGREEMENT MADE THIS	DAY OF	, 2023.
BETWEEN:		

## THE CITY OF SWIFT CURRENT

(hereinafter referred to as "the City")

- and -

# THE RURAL MUNICIPALITY OF EXCELSIOR No. 166

(hereinafter referred to as the "Requesting Party")

# **EMERGENCY RESCUE SERVICES AGREEMENT**

**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 event which would require *emergency rescue* services;

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 1. **DEFINITIONS**

In this Agreement:

- (1) **"Emergency response"** means the delivery of personnel, equipment, and emergency medical services, in order to address an *emergency rescue*.
- (2) **"Emergency rescue"** means an event within the confines of the boundaries of one of the Parties to this Agreement that requires an *emergency response* and that is in the nature of either:
  - (a) a present or imminent situation or condition, excepting fire, which requires prompt action to prevent or limit:
    - (i) the loss of life:
    - (ii) harm or damage to the safety, health or welfare of people, or damage to property or the environment; or,
  - (b) an event which is referred to as but not expressly limited to:
    - (i) Vehicle Incident;
    - (ii) Surface Water Rescue;
    - (iii) Surface Ice Rescue;
    - (iv) Confined Space Rescue;

- (v) Trench Rescue:
- (vi) High/Low Angle Rope Rescue;
- (vii) Heavy/Farm Equipment Extrication; and
- (viii) Control/Mitigation of Hazardous Materials.

## 2. OBJECTIVE

The objective of the Emergency Rescue Services Agreement is to provide an *emergency rescue* response with the expertise of the City of Swift Current's Fire Department personnel and equipment, on a contracted basis to the Requesting Party.

## 3. EMERGENCY RESCUE SERVICES

- (a) The parties agree that the City of Swift Current be, and it is hereby designated as, the *emergency rescue* services provider.
- (b) Subject to the following provisions, the City agrees to furnish an *emergency rescue* response by it.
- (c) The emergency rescue response shall be furnished pursuant to a request made by the dispatcher of the Requesting Party that requires services and equipment furnished to it. Each request shall specify the nature and extent of the emergency response wanted from the City.
- (d) Notwithstanding an *emergency rescue* as defined in Article 1(2), the City may refuse a request for an *emergency response*.
- (e) The City shall furnish only the services and equipment required to mitigate the incident.

## 4. EXCHANGE OF INFORMATION

The Requesting Party shall supply the following information to the City's dispatcher:

- (a) A map indicating the Requesting Party's municipal boundaries showing the *emergency* response area for which it, its residents, or a person traveling through its jurisdiction, may request service;
- (b) Each Requesting Party shall keep current the information supplied by it, pursuant to Sub Article 4(a), and shall provide amended copies of its map as soon as there is a change to its boundaries.

## 5. PAYMENT FOR EMERGENCY RESPONSE

(1) The City shall invoice the cost of the response to the Requesting Party in accordance with the rates set in Schedule "A". It will be based on a one (1) hour minimum billed in quarter (1/4) hour increments after the first hour, including the time spent travelling to and returning from the event and the time ordinarily required to make the equipment ready to respond to a subsequent alarm and the replacement cost, including shipping, of any disposable equipment furnished by the City in response to the request.

- (2) The City shall assign its rights to recovery costs from SGI, to the Requesting Party and shall provide sufficient information to allow the requesting Party to invoice SGI using the SGI Vehicle Fire and Accident Claim Form.
- (3) The City shall provide a statement of account to the Requesting Party detailing the amounts provided for by article 5(1). The account shall be paid within thirty (30) days of delivery of the statement of account.
- (4) An account that is not paid within thirty (30) days of delivery shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three present (3%) per annum from the date the services and equipment were provided until the account is paid.

## 6. EXCLUSION OF LIABILITY

The City shall not be liable under the terms of this Agreement to the Requesting Party for refusing to respond to a request for an *emergency rescue* response.

## 7. MUTUAL RELEASE

Each Party agrees to release the other in respect of damage to, or loss of the Party's property, and in respect of personal injury (including death) to the Party's employees, agents, and servants occurring in the course of requesting or providing an *emergency response* under this Agreement, and each expressly waives any cause of action in respect of such loss or injury as against the other Party, howsoever arising.

## 8. INDEMNIFICATION

The Parties expressly covenant and agree that the Requesting Party shall, in respect of third party claims of any nature arising from provision of rescue services by the City under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the City from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an *emergency response* under this Agreement by the City. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.

# 9. RE-OPENING OF ANNUAL FEE AND PER RESPONSE FEES

- (1) 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, they may do so only by means of a written Agreement between them which shall be supplemented hereto and form part hereof.
- (2) Effective date of this Agreement is January 1st, 2024.

## 10. AMENDMENT

No change or modification to this Agreement shall be effective unless it is in writing and executed by each of the Parties in the same manner and with the same formality as this Agreement.

## 11. TERMINATION

- (1) This agreement shall be effective for a period of four (4) years ending December 31st, 2027.
- (2) Each party may withdraw from this Agreement on thirty (30) days written notice to the other. If the Requesting Party has an account outstanding in excess of thirty (30) days, the City may terminate this Agreement on seven (7) days written notice.

**IN WITNESS WHEREOF** the Parties have affixed their respective corporate seals, attested by the hands of their respective signing officers duly authorized in that behalf.

Signed on behalf of the City this da	y of November, 2023.
Seal	CITY OF SWIFT CURRENT
	Mayor
	City Clerk
Signed on behalf of the Requesting Party this	1th day of Nov. , 2023.
RALTY OF EXCENT	R.M. OF EXCELSIOR No. 166
RALITY OF EXCENSION OF SASKATCHEWAN SON	Reeve Schulg
A STATE OF THE STA	Diame Haha Administrator

## SCHEDULE 'A'

# PAYMENT FOR EMERGENCY RESPONSE

## Response Fees

The Requesting Party shall pay response fees in accordance with the following table. Rates are per hour and include one piece of apparatus and manpower for that apparatus. Fees will be charged for each apparatus responded to the scene. The minimum response fee shall be for one (1) hour and shall be incremented by the quarter (1/4) hour after the first hour.

SERVICE	2024	2025	2026	2027
Rescue Services	\$1,900	\$2,000	\$2,100	\$2,200

## 2. Consumable/Disposable Equipment

The cost of consumable/disposable equipment furnished by the City in response to the request, calculated at replacement cost including shipping.

## 3. Nourishment

The cost of food and drink required to nourish firefighters at an emergency of extended length which carries over a meal period or extends more than four (4) hours.

THIS AGREEMENT MADE THIS 17 DAY OF October, 2023.

BETWEEN:

# THE CITY OF SWIFT CURRENT (hereinafter referred to as "the City")

- and -

# THE RURAL MUNICIPALITY OF SASKATCHEWAN LANDING No. 167

(hereinafter referred to as the "Requesting Party")

### **EMERGENCY RESCUE SERVICES AGREEMENT**

**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 event which would require *emergency rescue* services;

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1. **DEFINITIONS**

In this Agreement:

- (1) "Emergency response" means the delivery of personnel, equipment, and emergency medical services, in order to address an *emergency rescue*.
- (2) "Emergency rescue" means an event within the confines of the boundaries of one of the Parties to this Agreement that requires an *emergency response* and that is in the nature of either:
  - (a) a present or imminent situation or condition, excepting fire, which requires prompt action to prevent or limit:
    - (i) the loss of life;
    - (ii) harm or damage to the safety, health or welfare of people, or damage to property or the environment; or,
  - (b) an event which is referred to as but not expressly limited to:
    - (i) Vehicle Incident;
    - (ii) Surface Water Rescue:
    - (iii) Surface Ice Rescue;
    - (iv) Confined Space Rescue;

- (v) Trench Rescue;
- (vi) High/Low Angle Rope Rescue;
- (vii) Heavy/Farm Equipment Extrication;
- (viii) Control/Mitigation of Hazardous Materials.

#### 2. OBJECTIVE

The objective of the Emergency Rescue Services Agreement is to provide an *emergency rescue* response with the expertise of the City of Swift Current's Fire Department personnel and equipment, on a contracted basis to the Requesting Party.

#### 3. EMERGENCY RESCUE SERVICES

- (a) The parties agree that the City of Swift Current be, and it is hereby designated as, the *emergency rescue* services provider.
- (b) Subject to the following provisions, the City agrees to furnish an *emergency rescue* response by it.
- (c) The emergency rescue response shall be furnished pursuant to a request made by the dispatcher of the Requesting Party that requires services and equipment furnished to it. Each request shall specify the nature and extent of the emergency response wanted from the City.
- (d) Notwithstanding an *emergency rescue* as defined in Article 1(2), the City may refuse a request for an *emergency response*.
- (e) The City shall furnish only the services and equipment required to mitigate the incident.

#### 4. EXCHANGE OF INFORMATION

The Requesting Party shall supply the following information to the City's dispatcher:

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

#### 5. PAYMENT FOR EMERGENCY RESPONSE

(1) The City shall invoice the cost of the response to the Requesting Party in accordance with the rates set in Schedule "A". It will be based on a one (1) hour minimum billed in quarter (1/4) hour increments after the first hour, including the time spent travelling to and returning from the event and the time ordinarily required to make the equipment ready to respond to a subsequent alarm and the replacement cost, including shipping, of any disposable equipment furnished by the City in response to the request.

- (2) The City shall assign its rights to recovery costs from SGI, to the Requesting Party and shall provide sufficient information to allow the requesting Party to invoice SGI using the SGI Vehicle Fire and Accident Claim Form.
- (3) The City shall provide a statement of account to the Requesting Party detailing the amounts provided for by article 5(1). The account shall be paid within thirty (30) days of delivery of the statement of account.
- (4) An account that is not paid within thirty (30) days of delivery shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three present (3%) per annum from the date the services and equipment were provided until the account is paid.

#### 6. EXCLUSION OF LIABILITY

The City shall not be liable under the terms of this Agreement to the Requesting Party for refusing to respond to a request for an *emergency rescue* response.

## 7. MUTUAL RELEASE

Each Party agrees to release the other in respect of damage to, or loss of the Party's property, and in respect of personal injury (including death) to the Party's employees, agents, and servants occurring in the course of requesting or providing an *emergency response* under this Agreement, and each expressly waives any cause of action in respect of such loss or injury as against the other Party, howsoever arising.

#### 8. INDEMNIFICATION

The Parties expressly covenant and agree that the Requesting Party shall, in respect of third party claims of any nature arising from provision of rescue services by the City under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the City from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an *emergency response* under this Agreement by the City. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.

## 9. RE-OPENING OF ANNUAL FEE AND PER RESPONSE FEES

- (1) 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, they may do so only by means of a written Agreement between them which shall be supplemented hereto and form part hereof.
- (2) Effective date of this Agreement is January 1st, 2024.

#### 10. AMENDMENT

No change or modification to this Agreement shall be effective unless it is in writing and executed by each of the Parties in the same manner and with the same formality as this Agreement.

## 11. TERMINATION

- (1) This agreement shall be effective for a period of four (4) years ending December 31<sup>st</sup>, 2027.
- (2) Each party may withdraw from this Agreement on thirty (30) days written notice to the other. If the Requesting Party has an account outstanding in excess of thirty (30) days, the City may terminate this Agreement on seven (7) days written notice.

**IN WITNESS WHEREOF** the Parties have affixed their respective corporate seals, attested by the hands of their respective signing officers duly authorized in that behalf.

Signed on behalf of the City this	day of November, 2023.
Seal	CITY OF SWIFT CURRENT
J Gai	
	Mayor
а а	City Clerk
Signed on behalf of the Requesting Pa	arty this 17 day of October, 2023.
See ASKOCKING	R.M. OF SASKATCHEWAN LANDING No.167
Seal Seal	Reeve Howell
* 4	Administrator

## SCHEDULE 'A'

## PAYMENT FOR EMERGENCY RESPONSE

## 1. Response Fees

The Requesting Party shall pay response fees in accordance with the following table. Rates are per hour and include one piece of apparatus and manpower for that apparatus. Fees will be charged for each apparatus responded to the scene. The minimum response fee shall be for one (1) hour and shall be incremented by the quarter (1/4) hour after the first hour.

SERVICE	2024	2025	2026	2027
Rescue	\$1,900	\$2,000	\$2,100	\$2,200
Services				

## 2. Consumable/Disposable Equipment

The cost of consumable/disposable equipment furnished by the City in response to the request, calculated at replacement cost including shipping.

## 3. Nourishment

The cost of food and drink required to nourish firefighters at an emergency of extended length which carries over a meal period or extends more than four (4) hours.

THIS AGREEMENT MADE THIS	DAY OF, 202	3.
BETWEEN:		
THE CITY OF SW (hereinafter refer	VIFT CURRENT red to as "the City")	

## THE RURAL MUNICIPALITY OF RIVERSIDE No. 168

- and -

(hereinafter referred to as the "Requesting Party")

## **EMERGENCY RESCUE SERVICES AGREEMENT**

**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 event which would require *emergency rescue* services;

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 1. **DEFINITIONS**

In this Agreement:

- (1) "Emergency response" means the delivery of personnel, equipment, and emergency medical services, in order to address an *emergency rescue*.
- (2) "Emergency rescue" means an event within the confines of the boundaries of one of the Parties to this Agreement that requires an *emergency response* and that is in the nature of either:
  - (a) a present or imminent situation or condition, excepting fire, which requires prompt action to prevent or limit:
    - (i) the loss of life;
    - (ii) harm or damage to the safety, health or welfare of people, or damage to property or the environment; or,
  - (b) an event which is referred to as but not expressly limited to:
    - (i) Vehicle Incident;
    - (ii) Surface Water Rescue;
    - (iii) Surface Ice Rescue;
    - (iv) Confined Space Rescue;
    - (v) Trench Rescue;

Page 1 of 5

- (vi) High/Low Angle Rope Rescue;
- (vii) Heavy/Farm Equipment Extrication;
- (viii) Control/Mitigation of Hazardous Materials.

## 2. OBJECTIVE

The objective of the Emergency Rescue Services Agreement is to provide an *emergency rescue* response with the expertise of the City of Swift Current's Fire Department personnel and equipment, on a contracted basis to the Requesting Party.

#### 3. EMERGENCY RESCUE SERVICES

- (a) The parties agree that the City of Swift Current be, and it is hereby designated as, the *emergency rescue* services provider.
- (b) Subject to the following provisions, the City agrees to furnish an *emergency rescue* response by it.
- (c) The emergency rescue response shall be furnished pursuant to a request made by the dispatcher of the Requesting Party that requires services and equipment furnished to it. Each request shall specify the nature and extent of the emergency response wanted from the City.
- (d) Notwithstanding an emergency rescue as defined in Article 1(2), the City may refuse a request for an emergency response.
- (e) The City shall furnish only the services and equipment required to mitigate the incident.

### 4. EXCHANGE OF INFORMATION

The Requesting Party shall supply the following information to the City's dispatcher:

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

## 5. PAYMENT FOR EMERGENCY RESPONSE

(1) The City shall invoice the cost of the response to the Requesting Party in accordance with the rates set in Schedule "A". It will be based on a one (1) hour minimum billed in quarter (1/4) hour increments after the first hour, including the time spent travelling to and returning from the event and the time ordinarily required to make the equipment ready to respond to a subsequent alarm and the replacement cost, including shipping, of any disposable equipment furnished by the City in response to the request.

- (2) The City shall assign its rights to recovery costs from SGI, to the Requesting Party and shall provide sufficient information to allow the requesting Party to invoice SGI using the SGI Vehicle Fire and Accident Claim Form.
- (3) The City shall provide a statement of account to the Requesting Party detailing the amounts provided for by article 5(1). The account shall be paid within thirty (30) days of delivery of the statement of account.
- (4) An account that is not paid within thirty (30) days of delivery shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three present (3%) per annum from the date the services and equipment were provided until the account is paid.

#### 6. EXCLUSION OF LIABILITY

The City shall not be liable under the terms of this Agreement to the Requesting Party for refusing to respond to a request for an *emergency rescue* response.

## 7. MUTUAL RELEASE

Each Party agrees to release the other in respect of damage to, or loss of the Party's property, and in respect of personal injury (including death) to the Party's employees, agents, and servants occurring in the course of requesting or providing an *emergency response* under this Agreement, and each expressly waives any cause of action in respect of such loss or injury as against the other Party, howsoever arising.

## 8. INDEMNIFICATION

The Parties expressly covenant and agree that the Requesting Party shall, in respect of third party claims of any nature arising from provision of rescue services by the City under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the City from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an *emergency response* under this Agreement by the City. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.

### 9. RE-OPENING OF ANNUAL FEE AND PER RESPONSE FEES

- (1) 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, they may do so only by means of a written Agreement between them which shall be supplemented hereto and form part hereof.
- (2) Effective date of this Agreement is January 1<sup>st</sup>, 2024.

#### 10. AMENDMENT

No change or modification to this Agreement shall be effective unless it is in writing and executed by each of the Parties in the same manner and with the same formality as this Agreement.

## 11. TERMINATION

- (1) This agreement shall be effective for a period of four (4) years ending December 31st, 2027
- (2) Each party may withdraw from this Agreement on thirty (30) days written notice to the other. If the Requesting Party has an account outstanding in excess of thirty (30) days, the City may terminate this Agreement on seven (7) days written notice.

**IN WITNESS WHEREOF** the Parties have affixed their respective corporate seals, attested by the hands of their respective signing officers duly authorized in that behalf.

Signed on behalf of the City this \_\_\_\_\_ day of November, 2023.

Seal	CITY OF SWIFT CURRENT
	Mayor
	City Clerk
Signed on behalf of the Requesting Party this _	14th day of <u>November</u> , 2023.
Seal INCORPORATED 1913 S4SKATCHEVIN	R.M. OF RIVERSIDE No. 168  Reeve  Buandi Puentice  Administrator

## SCHEDULE 'A'

## **PAYMENT FOR EMERGENCY RESPONSE**

## 1. Response Fees

The Requesting Party shall pay response fees in accordance with the following table. Rates are per hour and include one piece of apparatus and manpower for that apparatus. Fees will be charged for each apparatus responded to the scene. The minimum response fee shall be for one (1) hour and shall be incremented by the quarter (1/4) hour after the first hour.

SERVICE	2024	2025	2026	2027
Rescue	\$1,900	\$2,000	\$2,100	\$2,200
Services				

## 2. Consumable/Disposable Equipment

The cost of consumable/disposable equipment furnished by the City in response to the request, calculated at replacement cost including shipping.

## 3. Nourishment

The cost of food and drink required to nourish firefighters at an emergency of extended length which carries over a meal period or extends more than four (4) hours.

Page 5 of 5



# City of Swift Current

C.A.O. Report

Date:

January 11, 2024

To:

Chief Administrative Officer

From:

Fire Chief

Subject:

SaskPower Wind Tower Rescue Agreement

## **BACKGROUND**

In November 2008, the City of Swift Current initially established an Agreement with SaskPower, focusing on the provision of rescue services at the Centennial Wind Tower facility southeast of Swift Current. This Agreement underwent renewal and expansion in 2011 to encompass the SaskPower Cypress Wind Tower facility located west of Gull Lake and was further renewed in 2019. Notably, this agreement expired on December 31<sup>st</sup>, 2023, marking its need for renewal.

## **DISCUSSION**

The terms of this agreement mirror those of the previous one and will be in effect for an additional four-year term. This arrangement is mutually advantageous, contributing to the funding of firefighter training. This support is instrumental in ensuring our firefighters maintain a consistently high level of skills and proficiency.

## RECOMMENDATION

THAT City Council approves the attached Agreement between the City of Swift Current and SaskPower for the provision of rescue services at the Centennial Wind Power and the Cypress Wind Power facilities and authorize the Mayor and City Clerk to sign the said Agreement.

Ryan Hunter, Fire Chief

**CAO Recommendation:** 

I concur with the recommendation.

Jim Jones, CAO

THIC	AGREEMENT MA	DE THIS	DAVOE	. 2023
ITIO	AGREEMENT MA		DATOR	. 2023

BETWEEN:

THE CITY OF SWIFT CURRENT, (hereinafter referred to as "the City")

- and -

# SASKATCHEWAN POWER CORPORATION.

(hereinafter referred to as the "Requesting Party")

## **EMERGENCY RESCUE SERVICES AGREEMENT**

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; or
- b) on behalf of an Indian band with the agreement of that Indian band.

A council may, by bylaw, provide and charge for any fire-fighting, fire prevention or emergency service outside the city, or for the use of equipment or facilities outside the city, in the absence of an agreement with the other municipality, if a request for the service or for the use of the equipment or facilities is made by:

- a) any other municipality or municipal government within or outside Saskatchewan;
- b) a department, organization or agency of the Government of Saskatchewan or of the Government of Canada;
- c) an Indian band;
- d) any person; or
- e) any other authority, organization or agency.

On the request of the city that provided a service mentioned in subsection (2) to a person, the council of the other municipality in which the service was received may provide for assessing and levying the cost of the service, and any amount so levied that remains unpaid at the end of the year in which the service was provided may be added to the taxes on any property owned by the person and collected in the same manner as taxes. 2007, c.20, s.6.

**AND WHEREAS** each Party to this Agreement recognizes that within the confines of its leased property there may occur an emergency event which would require emergency rescue services.

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1. DEFINITIONS

In this Agreement:

- (1) **"Emergency Rescue Response"** means the delivery of personnel, equipment, and emergency medical services, in order to address an Emergency Rescue.
- (2) **"Emergency Rescue"** means an event within the confines of the Property that requires an emergency response and that is in the nature of either:
  - (a) a present or imminent situation or condition, excepting fire, which requires prompt action to prevent or limit:
    - (i) the loss of life;
    - (ii) harm or damage to the safety, health or welfare of people, or damage to property or the environment; or,
  - (b) an event which is referred to as but not expressly limited to:
    - (i) High Angle Rescue;
    - (ii) Confined Space Rescue;
    - (iii) Heavy Equipment Extrication;
- (3) "Property" means that property which is leased or owned by the Requesting Party within the Rural Municipality of Coulee No. 136 and the Rural Municipality of Carmichael No. 109 and identified as outlined in red in the attached Schedule 1.
- (4) "Requesting Party" means Saskatchewan Power Corporation and includes its agents or other organizations affiliated with or contracted by Saskatchewan Power Corporation carrying on activities within the boundaries of the Property.

#### 2. OBJECTIVE

The objective of the Emergency Rescue Services Agreement is to provide an Emergency Rescue Response with the expertise of the City of Swift Current's Fire Service personnel and equipment, on a contracted basis to the Requesting Party.

#### 3. EMERGENCY RESCUE SERVICES

- (1) The parties agree that the City of Swift Current be, and it is hereby designated as, the Emergency Rescue Services Provider.
- (2) Subject to the following provisions, the City agrees to provide an Emergency Rescue Response:
  - (a) The Emergency Rescue Response shall be provided pursuant to a call to 911 from the Requesting Party. Each request shall specify the nature and extent of the Emergency Rescue Response.

- (b) Notwithstanding an Emergency Rescue as defined in Article 1 (2), the City may refuse a request for an Emergency Rescue Response. The Fire Chief of the City of Swift Current or his designate, may exercise his reasonable discretion in determining whether equipment and manpower is available for deployment to the Property, and may consider without limiting the generality of the foregoing:
  - (i) Fires or threats of fire within City limits to which the Fire Department has responded or may be obliged to respond;
  - (ii) Weather conditions, road conditions or other hazards which may unduly jeopardize equipment or the health and safety of City Fire Fighters;
  - (iii) Availability of manpower or equipment;
  - (iv) The nature and severity of the situation or other hazard to which the alarm from the Requesting Party relates;
  - (v) Any other factor which may in the reasonable opinion of the Fire Chief or the Chief's designate is relevant.
- (c) For each Emergency Rescue Response provided pursuant to this Agreement, the City shall furnish only the services and equipment as may be reasonably required in the circumstances.

#### 4. EXCHANGE OF INFORMATION

The Requesting Party shall supply the following information to the City's dispatcher:

- (1) A map indicating the Requesting Party's boundaries of the Property.
- (2) The Requesting Party shall keep current the information supplied by it, pursuant to Sub Article 4 (a), and shall provide amended copies of its map as soon as there is a change to its boundaries.

#### 5. PAYMENT AND ANNUAL RETAINER FEE FOR EMERGENCY RESPONSE

- (1) An annual retainer fee in the amount of \$2,600 shall be paid to the Swift Current Fire Department to cover equipment and training costs associated with providing the services of Emergency Rescue response.
- (2) A fee of \$7,600 shall be paid to the Swift Current Fire Department to cover costs associated with conducting an annual emergency response exercise at the Cypress or Centennial Wind Power Facilities, alternating each year, upon completion of the exercise.
- (3) A Response Fee in the amount of \$1,300/hour shall be charged for each hour that Swift Current Fire Department accrues during the initial Emergency Rescue Response. It shall include the time spent traveling to and returning from the event and the time ordinarily required to make the equipment ready to respond to a subsequent alarm. It will be based on a one (1) hour minimum paid in half (1/2) hour increments after the first hour. The Response Fee includes initial response only with manpower to a minimum of three (3) and a maximum of four (4) fire fighters, equipment and the first responding vehicle. Staffing costs for each additional Fire Fighter shall be charged out at a rate of double time with a three (3) hour minimum plus benefits as per the current collective agreement.

- (4) In special circumstances, a fee in the amount of \$3,500 per hour may be charged for the use of the Fire Department's Aerial Platform. This will only be used in cases where practical in an effort to expedite the rescue operation.
- (5) When rescue services are provided, the City shall provide a detailed statement of account to the Requesting Party, in the form of an invoice, for the attainment of funds for covering the cost of the response. The account shall be paid within thirty (30) days of delivery of the statement of account.
- (6) An account that is not paid within thirty (30) days of delivery shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three percent (3%) per annum from the date the services and equipment were provided until the account is paid.

#### 6. EXCLUSION OF LIABILITY

The City shall not be liable under the terms of this Agreement to the Requesting Party for refusing to respond to a request for an Emergency Rescue Response in accordance with Subarticle 3(b).

#### 7. INDEMNIFICATION

- (1) The Parties expressly covenant and agree that the Requesting Party shall, in respect of third party claims of any nature arising from provision of Rescue Services by the City under this Agreement, indemnify and hold harmless and keep indemnified and hold harmless the City from and against all loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties and in any way arising from performance or non-performance of an Emergency Rescue Response under this Agreement by the City. The within covenants of indemnity shall survive the termination of this Agreement with respect to any loss, costs, claims, expenses, demands, actions, and causes of action arising during the currency hereof.
- (2) The Requesting Party's indemnity obligation in Subarticle 7(a) shall not apply to any loss, costs, claims, expenses, demands, actions, and causes of action asserted by third parties to the extent caused by, or attributable to, the negligent actions or omissions of the City, or any person for whom the City is at law responsible, other than:
  - (a) a failure to respond to a request for an Emergency Rescue Response pursuant to Subarticle 3(b); or
  - (b) a delay in responding to an Emergency Rescue Response.

## 8. RE-OPENING OF ANNUAL FEE AND PER RESPONSE FEES

- (1) 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, they may do so only by means of a written Agreement between them which shall be supplemented hereto and form part hereof.
- (2) The City shall communicate any Response or Retainer Fee changes to the Requesting Party in writing prior to the effective date of such changes.
- (3) Effective this 1st day of January, 2024.

## 9. AMENDMENT

No change or modification to this Agreement shall be effective unless it is in writing and executed by each of the Parties in the same manner and with the same formality as this Agreement.

#### 10. TERMINATION

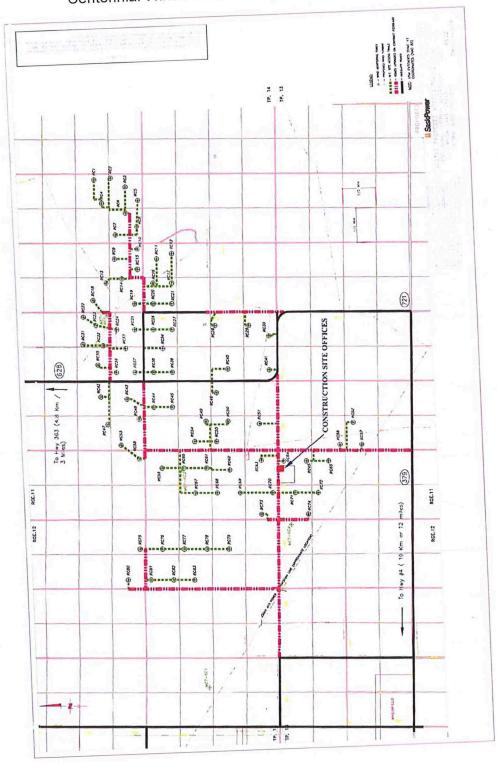
- (1) This agreement shall be effective until December 31st, 2027.
- (2) Each party may withdraw from this Agreement on thirty (30) days written notice to the other. If the Requesting Party has an account outstanding in excess of thirty (30) days, the City may terminate this Agreement on seven (7) days written notice.

**IN WITNESS WHEREOF** the Parties have affixed their respective corporate seals, attested by the hands of their respective signing officers duly authorized in that behalf.

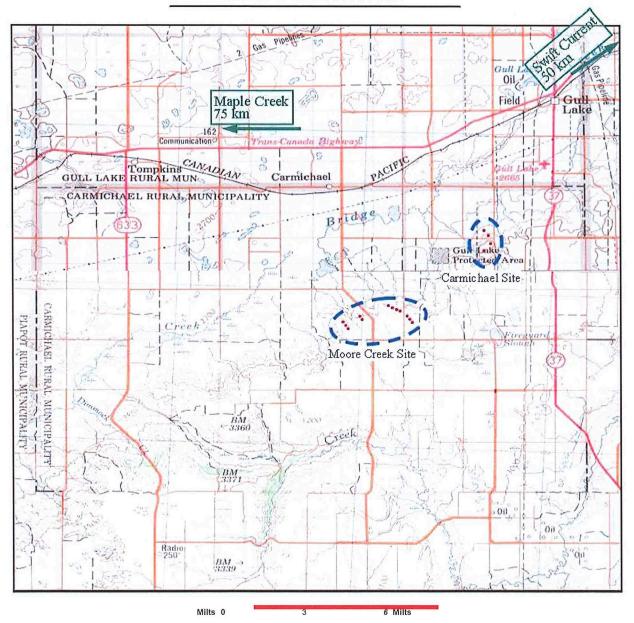
SASK	ATCHEWAN POWER CORPORATION	BUSINESS
Ву:	J. Bart	Decamber 14, 2023
	Trevor Barrett, Director, Hydro & Renewables	Date
CITY	OF SWIFT CURRENT	
Ву:		<u></u>
	Al Bridal, Mayor	Date
	Jackie Schlamp, City Clerk	Date

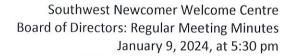
SCHEDULE 1 - PROPERTY BOUNDARIES

Centennial Wind Power Facility Site Location Map



# CYPRESS WIND POWER FACILITY --- SITE LOCATION PLAN ---







# **Regular Meeting Agenda**

- Call to order
   A. Appointment of Minute Taker
- Adoption of agenda
   Declaration of conflict of interest
- 3. Approval of minutes of November 7, 2023
- 4. ED report please see attached documents
- 5. Member updates
- 6. Old business
- 7. New business
- 8. In camera
- 9. Next meeting March 5, 2024
- 10. Adjournment