



October 3, 2005
File No. 0600 GOV

Bob Rindahl
Swift Current Fire Department
236 Chaplin Street E
Swift Current SK S9H 5B2

Dear Bob:


Re: **MAJOR URBAN DISASTER MUTUAL AID AGREEMENT**

Attached please find the signed copy of the Major Urban Disaster Mutual Aid Agreement to be retained as your City's official document. A couple of items I bring to each City's attention are as follows:

1. The documents that are circulated for signing, inadvertently had a referenced bylaw number identified at the top right hand corner of each page. These references have been whited out as they were irrelevant to the document.
2. Under the City of Regina, the only signature that appears is the City Clerk, Randy Markewich. This is consistent with the City of Regina Bylaw that directs all like agreements to be executed by the City Clerk. The Regina Mayor will not be signing the document.

I trust the agreement meets approval of all cities. If there is any further questions, please contact me at (306) 777-7831.

Yours truly,


Jack G. Lichtenwald
Fire Chief

JGL:jb

THIS AGREEMENT MADE THIS 21st DAY OF FEB. A.D. 2005

BETWEEN:

THE CITY OF MOOSE JAW, a municipal corporation incorporated or continued pursuant to *The Cities Act*, S.S. 2002, Chapter C-11.1

AND:

THE CITY OF SASKATOON, a municipal corporation incorporated or continued pursuant to *The Cities Act*, S.S. 2002, Chapter C-11.1

AND:

THE CITY OF REGINA, a municipal corporation incorporated or continued pursuant to *The Cities Act*, S.S. 2002, Chapter C-11.1

AND:

THE CITY OF PRINCE ALBERT, a municipal corporation incorporated or continued pursuant to *The Cities Act*, S.S. 2002, Chapter C-11.1

AND:

THE CITY OF SWIFT CURRENT, a municipal corporation incorporated or continued pursuant to *The Cities Act*, S.S. 2002, Chapter C-11.1

AND:

THE CITY OF YORKTON, a municipal corporation incorporated or continued pursuant to *The Cities Act*, S.S. 2002, Chapter C-11.1

AND:

THE CITY OF NORTH BATTLEFORD, a municipal corporation incorporated or continued pursuant to *The Cities Act*, S.S. 2002, Chapter C-11.1

AND:

THE CITY OF WEYBURN, a municipal corporation incorporated or continued pursuant to *The Cities Act*, S.S. 2002, Chapter C-11.1

MAJOR URBAN DISASTER MUTUAL AID 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 that would require additional fire fighting or emergency services;

AND WHEREAS each of the Parties to this agreement wishes to furnish fire fighting or emergency services and fire fighting or other emergency response equipment to the others and to receive the same from the others in the event of a Major Urban Disaster, as defined in this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

In this Agreement:

"Emergency Response" means the delivery by one or more of the Parties to this Agreement of personnel, equipment or resources for fire suppression, emergency medial services, rescue, dangerous goods emergencies, and natural disasters in order to address a Major Urban Disaster.

"Emergency Services" means a municipal department or division of each of the Parties to this Agreement responsible for responding to emergencies.

"Major Urban Disaster" means an event within the confines of the boundaries of one or more of the Parties to this Agreement that requires the utilization of Emergency Services and that is in the nature of either:

- (a) a calamity caused by:

- (i) accident;
 - (ii) act of war or insurrection;
 - (iii) terrorist activity as defined in the *Criminal Code*; or
 - (iv) forces of nature; or
- (b) a present or imminent situation or condition that 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
 - (iii) damage to property or the environment.

II. TERMS

1. MUTUAL AID

- 1.1 Subject to the following provisions, each of the Parties agree to furnish an Emergency Response as each Party is able to provide considering their own staffing and equipment requirements at the time.
- 1.2 The Emergency Response shall be furnished pursuant to a request made by the Fire Chief or Acting Fire Chief of the Party that wants services and equipment furnished to it (hereinafter referred to as the "Requesting Party"). A separate request shall be made to the Fire Chief or Acting Fire Chief of each of the Parties from which the Requesting Party wants an Emergency Response. Each request shall specify the nature and extent of the Emergency Response wanted from the Party to which it is made.
- 1.3 Notwithstanding Articles 1.1 and 1.2, a Party to this agreement may refuse a request for an Emergency Response and may, at any time, withdraw any Emergency Response furnished by it.

- 1.4 A Party that furnishes an Emergency Response pursuant to this agreement (hereinafter referred to as a "Responding Party") shall furnish only the services and equipment requested of it.

2. INCIDENT COMMAND

- 2.1 The Requesting Party shall appoint an overall Incident Commander to exercise command of the overall incident, in addition to the relation to which services and equipment are requested.
- 2.2 The personnel and equipment of a Responding Party shall operate as a unit under the command of the Responding Party, which shall designate a Unit Commander.
- 2.3 The Unit Commander shall take direction from the Incident Commander or withdraw.
- 2.4 The Unit Commander shall advise the Incident Commander face-to-face or via radio communication before withdrawing.

3. REPORTING

- 3.1 The Requesting Party shall be responsible for reporting the incident in relation to which an Emergency Response is requested to the Fire Commissioner for Saskatchewan in accordance with *The Fire Prevention Act, 1992*.

4. EXCHANGE OF INFORMATION

- 4.1 Each Party to this agreement shall supply the following information to each of the other Parties to this agreement:

- (a) A map of the streets within the Party's municipal boundaries showing the location of and route information for all designated staging areas and water supplies;
- (b) Operating guidelines for furnishing an Emergency Response within the Party's municipal boundaries;
- (c) A communication protocol for use in relation to furnishing an Emergency Response within the Party's municipal boundaries.

4.2 Each Party shall keep current the information supplied by it pursuant to Article 4.1, providing amended copies of the maps, operating guidelines and communication protocols to each of the other Parties as need be. This information shall be exchanged each year on or before January 15.

5. **PAYMENT FOR EMERGENCY RESPONSE**

5.1 The Requesting Party shall pay the following amounts to each Responding Party:

- (a) a response fee consisting of a salary component and an equipment charge calculated as follows:
 - (i) The salary component shall be calculated on the basis of the hourly overtime rate of pay for each attending firefighter of the Responding Party multiplied by the number of hours, including any fraction of an hour, spent attending, which shall include the time spent traveling to and returning from the event, or three (3) hours, whichever is greater;
 - (ii) The equipment charge shall be calculated on the basis of \$275.00, adjusted annually on January 1 for inflation in the preceding year using Statistic Canada's all-items index for Saskatchewan, for each pumper truck, aerial ladder truck, tanker truck and hazardous materials vehicle provided by the Responding Party

multiplied by the number of hours, including any fraction of an hour, spent attending, which 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;

- (b) the cost of extinguishing agents and other consumables furnished by the Responding Party in response to the request;
- (c) the cost of disposable equipment furnished by the Responding Party in response to the request.

5.2 Each Responding Party that responds to a request for an Emergency Response 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 receipt of the statement of account.

5.3 An account that is not paid in accordance with Article 5.2 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.

5.4 The Requesting Party shall within ninety (90) days of the conclusion of the Major Urban Disaster submit a complete statement of account for the entire incident to all Responding Parties.

6. **EXCLUSION OF LIABILITY**

6.1 A Party to this agreement shall not be liable under the terms of this Agreement to the Requesting Party for either refusing to respond to a request for an Emergency Response or for withdrawing any of its services and equipment.

7. **INSURANCE**

7.1 The Parties each covenant and agree that they shall carry property insurance covering their respective equipment and comprehensive general liability insurance to commercially reasonable limits. Each Party shall, at the request of the other, provide suitable evidence of the policies of insurance.

8. **MUTUAL RELEASE**

8.1 Each Party agrees to remise and release each other Party 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, agent 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.

9. **INDEMNIFICATION**

9.1 The Parties expressly covenant and agree that a Requesting Party shall, in respect of third party claims of any nature arising from provision of Fire Services by the Responding Party under this agreement, indemnify and hold harmless and keep indemnified and hold harmless the Responding Party from and against all loss, costs, claims, expenses, demands, claims, 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 Responding Party. The within covenants of indemnity shall survive the termination of this Agreement with respect to any cause of action arising during the currency hereof.

10. **AMENDMENT**

10.1 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**

11.1 A Party to this Agreement may withdraw from its terms by providing thirty (30) days written notice to each of the other Parties.

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.

THE CITY OF MOOSE JAW



MAYOR



CITY CLERK

**THE CITY OF NORTH
BATTLEFORD**

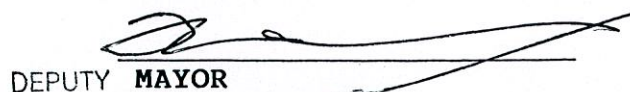


MAYOR



CITY CLERK

**THE CITY OF
PRINCE ALBERT**



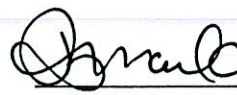
DEPUTY MAYOR




ACTING CITY CLERK

MAYOR

CITY CLERK

THE CITY OF REGINA

CITY CLERK



THE CITY OF SASKATOON


MAYOR


CITY CLERK

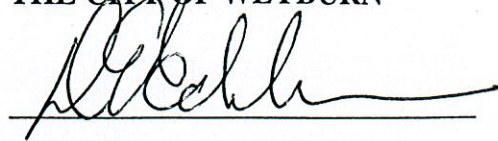


THE CITY OF SWIFT CURRENT


MAYOR


Acting CITY CLERK

THE CITY OF WEYBURN



MAYOR

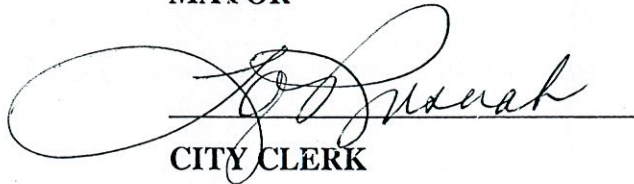


CITY CLERK

THE CITY OF YORKTON



MAYOR



CITY CLERK