

# FIRE PROTECTION AGREEMENT

BETWEEN:

THE CITY OF MELVILLE, Saskatchewan  
(called "The City")

- and -

THE RURAL MUNICIPALITY OF CANA  
(called "Municipality")

WHEREAS the City maintains a Fire Department in concurrence with The Fire Safety Act, for fire protection within its boundaries;

AND WHEREAS the Municipality wishes to arrange for the City Fire Department to provide fire prevention, protection and emergency services within its boundaries;

AND WHEREAS the Council of the Municipality has duly enacted any required bylaws or passed any required resolutions to authorize such an agreement between the parties;

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, the parties agree as follows:

## 1.00 DEFINITIONS AND SCHEDULES

1.01 In this agreement,

- (a) "Alarm" means any call to the Melville Fire Department in connection with any emergency or request for Fire Department Services.
- (b) "Fire Department Services" means all services provided by the Melville Fire Department to the City including fire suppression, rescue, fire inspection, detection alarms and hazardous materials responses or any emergency, real or perceived to be real.
- (c) "Fire Service Area" shall mean the entire geographical area of the Municipality excluding all right-of-way of "Provincial Highways" as defined in *The Highways and Transportation Act*, unless otherwise indicated in Schedule "A" to this agreement.

- (d) "Senior Fire Officer" means specifically the Fire Chief of the City and that, in their absence, this may be the Deputy Chief or any other person designated the responsibilities of discharging the duties of the Fire Chief.

1.02 The following schedules are attached hereto and form part of this Agreement:

- (a) Schedule A – Fire Service Area
- (b) Schedule B – Withdrawal or Refusal of Emergency Fire Services
- (c) Schedule C – Fire Department Fees

## **2.00 CITY RESPONSIBILITIES**

- 2.01 That subject to availability of fire fighters and equipment, the City will provide Fire Department Services within the Fire Service Area, on a fee-for-service basis (Schedule "C"), as is herein indicated. Emergency calls within the City shall have priority over all calls received.
- 2.02 Upon receiving a request from the 911 dispatcher or other designated individual, the Senior Fire Officer will respond to the request for Fire Department Services with, in the opinion of the Senior Fire Officer, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Protection Services requested.
- 2.03 Notwithstanding section 2.02 above, the Senior Fire Officer may refuse to supply Fire Protection Services to the Municipality if, in the Senior Fire Officer's opinion, the appropriate personnel, apparatus or equipment are required in the City or elsewhere, if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the Fire Department to make a response. Without limiting the generality of the foregoing, the refusal by the Senior Fire Officer to supply Fire Protection Services includes the discretion of the Senior Fire Officer to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for Fire Protection Services or is at the scene in the Fire Service Area.
- 2.04 The Senior Fire Officer shall have discretion as to the number of firefighters and type of equipment to be utilized and shall have the right to withdraw such assistance when and to the extent that, in judgment, the circumstances are under control, and they are specifically requested to do so by the property owner signing a form marked Schedule "B", hereto attached or other responsibilities require them to do so.

- 2.05 If, in his or her sole opinion, the Senior Fire Officer determines that additional assistance is required for the provision of Fire Protection Services in the Municipality, the Senior Fire Officer may request additional personnel, apparatus or equipment from any private individuals or service providers, or pursuant to the provisions of any existing Mutual Aid Agreement.
- 2.06 The Senior Fire Officer will report to the Municipality no later than the 10<sup>th</sup> day of each month, all occurrences in the Fire Service Area that the Fire Department has responded to in the previous month.

### **3.00 MUNICIPALITY RESPONSIBILITIES**

- 3.01 The Municipality, by entering into this Agreement, shall adopt and recognize the City's Senior Fire Officer as their Senior Fire Officer.
- 3.02 As the City is the agency for the Municipality the City will directly invoice the Municipality for services within their district at the established fees for Fire Department Services, a description of landowner/occupant and land location will be provided with the City's invoice. It will be the municipalities responsibility to directly invoice the person or persons who have received the Fire Department Services. In the event the City does not receive payment within (60) sixty days of said invoice(s) service charges will be applied at a monthly rate of 1.5% monthly. Payments not made within ninety (90) days of original invoice date by the Municipality, will render this agreement null and void for that Municipality.
- 3.03 All Motor Vehicle Collisions that are SGI applicable are an exemption to Article 3.02 and will be invoiced directly to SGI by the City.

### **4.00 FEES**

- 4.01 In consideration of this Agreement and of Fire Department Services provided hereunder the Municipality covenants and agrees to pay to the City:
- i) An annual housing and maintenance fee and equipment fee calculated in accordance with fees set in Schedule "C" to this Agreement will be invoiced to the Municipality on or before June 30<sup>th</sup> 2025 and February 28<sup>th</sup> 2026 of each year during the term of this Agreement. This fee will be subject to net (60) sixty day payment from date of issue, if payment is not received by the end of the net (60) sixty day term this agreement will become null and void.

- ii) For each alarm, to which the Melville Fire Department responds, a further sum calculated in accordance with Fire Department Services fees set in Schedule "C" to this Agreement will be invoiced.

4.02 Annual profit vs expense will be provided to the association. Cost comparatives of revenue vs call volume will determine association vs City costings.

4.03 Any net earnings obtained by the City of Melville, exceeding annual expenditure based on department utilization, shall be deposited into a designated joint bank account. This account shall be maintained for the collective financial benefit of all parties involved and used to ensure the long-term sustainability and stability of funding requirements for the association.

- i. **Future Funding Shortfall:** The primary purpose of the joint account is to cover any potential shortfall in funding for future fiscal years. The undersigned Party agrees to allocate funds from the joint account as needed to address any association deficits, ensuring the continuity of operations and obligations.
- ii. **Capital Purchase of Fire Trucks:** In the event that the balance of the joint bank account exceeds \$50,000 on a year of capital purchase, the excess funds may be allocated towards the capital purchase of fire trucks. The purchase of fire trucks is deemed a critical capital investment to enhance safety and emergency response capabilities.
- iii. **Proportional Distribution:** The funds allocated for the capital purchase of fire trucks shall be distributed proportionally to the payees' annual fixed contribution. Each payee's contribution towards the joint bank account shall be considered when determining the proportional distribution of funds for the purchase.
- iv. **Joint Account Management:** The joint bank account shall be managed by the City of Melville, with transparent record-keeping and annual financial reporting. Decisions regarding the allocation of funds shall only be made in accordance with the established guidelines outlined in this clause.
- v. **Withdrawal Restriction:** In the event that a party decides to leave the association, they shall forfeit their right to withdraw any funds from the joint bank account. The remaining parties shall retain full control over the joint account and its funds, ensuring the continued financial stability and fulfillment of the association's commitments.

**Review and Adjustment:** This clause shall be reviewed periodically to ensure its relevance and effectiveness. Any amendments or adjustments to the clause shall be made through mutual consent and documented in writing.

## **5.00 TERM**

- 5.01 This Agreement shall come into effect upon signing by the parties and shall remain in force for the 2025 and 2026 calendar year, unless terminated earlier in accordance with Section 8.00. The parties agree that this agreement shall be automatically renewed from year to year unless, not less than 12 months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.
- 5.02 The parties agree that a review of this agreement shall be done on all even numbered years. (ie: 2022, 2024, 2026, etc)

## **6.00 LIABILITY AND INDEMNIFICATION**

- 6.01 The City shall take all reasonable precautions to prevent unnecessary damage to property and to avoid accidents to workers or other persons. In the event of injury to workers or other third parties or the unnecessary damage of third parties' property, the Municipality shall indemnify and save harmless the City from any and all actions, causes of actions, claims, demands and remedies received or sustained by any third party or to the property of any third party resulting from the rendering of Fire Department Services by the City under this Agreement and the Municipality shall provide to the City annually a Certificate of Insurance specifying a minimum liability coverage limit of FIVE MILLION (\$5,000,000.00) DOLLARS.
- 6.02 The City shall not be liable for any injury to the Municipality, or to any officers, employees, agents, residents, occupants or visitors of the Municipality or the Fire Service Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Protection Services on any occasion to the Municipality or for any decision made by the Senior Fire Officer pursuant to this Agreement.
- 6.03 Sections 6.01 and 6.02 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of the City while acting within the scope of his or her employment.

## **7.0 DISPUTE RESOLUTION**

- 7.01 If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Senior Fire Officer and the Municipality, the parties agree to participate in the following dispute resolution procedure:

- i) upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of the City and Municipality's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
- ii) if the CAOs fail to resolve the dispute within 30 days following the date of their meeting, then they shall each prepare a written report to their respective councils. The council of the Municipality agrees to appoint one or more members to work with the City to resolve the dispute or disagreement.
- iii) all reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
- iv) in the event that the designated council representatives cannot resolve the dispute within 30 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the *Arbitration Act*, subject to section 7.02 herein.

7.02 The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

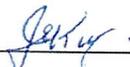
7.03 Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section 9.00, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

- 9.06 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 9.07 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Saskatchewan and of Canada as applicable herein.
- 9.08 This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

**Dated this 1st day of January, 2025.**

IN WITNESS WHEREOF the Parties hereunto have caused their respective corporate seals to be affixed hereto attested by their proper officers in that behalf.

**THE CITY OF MELVILLE**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Manager

**THE RM OF CANA**

  
\_\_\_\_\_  
Mayor/Reeve

  
\_\_\_\_\_  
Administrator

**8.00 TERMINATION**

8.01 This Agreement may be terminated by either party giving written notice to the other party of not less than 12 months prior to the desired termination date.

**9.00 GENERAL**

9.01 The Municipality agrees that this Agreement may be amended at any time by the mutual consent of the parties, in writing.

9.02 Any notices, communications or other information shall be sufficiently given if delivered or sent by prepaid registered mail or facsimile and addressed or sent as specified below:

(a) If to the City:  
City of Melville  
Box 1240  
Melville, SK S0A 2P0 Fax: (306)728-5911

(b) If to the Municipality:  
Rural Municipality of Cana No. 214  
Box 550  
Melville, SK S0A 2P0 Fax: (306)728-3807

9.03 If mail service is disrupted by labour controversy, notice shall be delivered or sent by facsimile.

9.04 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:

(a) the date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;

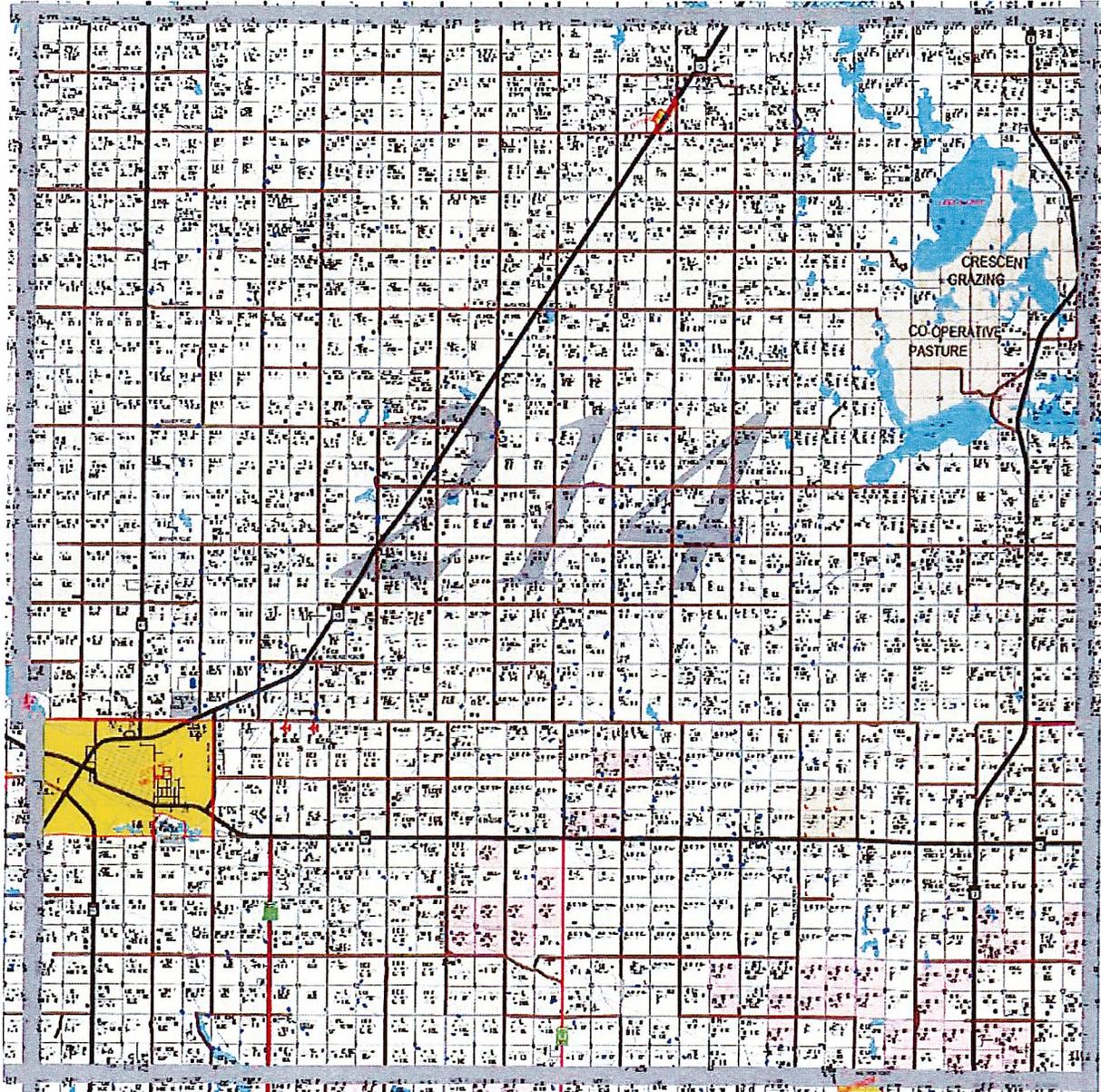
(b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or

(c) the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.

9.05 Either party may change its address or particulars for the purposes of the receipt of any communications pursuant to this Agreement by giving seven (7) days prior written notice of such change to the other party.

**SCHEDULE "A"  
FIRE SERVICE AREA**

This is Schedule "A" to the Fire Protection Agreement dated January 1, 2025 between the City of Melville and the Rural Municipality of Cana



**SCHEDULE "B"**  
**WITHDRAWAL OR REFUSAL OF EMERGENCY FIRE SERVICES**

This is Schedule "B" to the Fire Protection Agreement dated January 1, 2025

**WITHDRAWAL OR REFUSAL OF EMERGENCY FIRE SERVICES**

This is to certify that I, \_\_\_\_\_ of  
(print name of landowner or tenant)

\_\_\_\_\_, am hereby refusing to  
(Complete postal address)

accept \_\_\_\_\_, or am releasing \_\_\_\_\_ the services of the Melville Fire Department on behalf of \_\_\_\_\_ against the advise of the attending senior officer in charge. I acknowledge that I have been informed of the risk(s) involved and hereby release the above mentioned Fire Department and its personnel from any and all claims in connection with this refusal \_\_\_\_\_ or release \_\_\_\_\_.

Time: \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_  
(Signature of owner, tenant/person authorized to for either person)

This is to acknowledge that the landowner/tenant/authorized person has read this document and I/We have explained to the above signatory who acknowledges that he/she understands the content fully and who signed his/her name in my/our presence.

X \_\_\_\_\_  
(Witness) Print Name:

X \_\_\_\_\_  
(Witness) Print Name:

~~~~~  
The landowner was requested to read and sign the above document and refused.

Time: \_\_\_\_\_, Date this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Officer in Charge : \_\_\_\_\_

**SCHEDULE "C"**  
**FIRE DEPARTMENT FEES**

This is Schedule "C" to the Fire Protection Agreement dated January 1, 2025 between the City of Melville and the Rural Municipality of Cana

**Housing and Maintenance Fee**

Rural Municipalities (RM) and First Nations shall pay an annual as follows:

| <b><u>RM/First Nation</u></b> | <b><u>Annual Fee</u></b> |
|-------------------------------|--------------------------|
| Cana                          | \$ 21,843.50             |
| Stanley                       | \$ 19,499.57             |
| Garry                         | \$ 6,371.14              |
| Orkney                        | \$ 1,734.07              |
| Cowessess                     | \$ 1,000                 |
| Zagime                        | \$ 1,000                 |
| Bangor                        | \$ 1,000                 |
| Goodeve                       | \$ 1,000                 |
| Fenwood                       | \$ 1,000                 |
| Waldron                       | \$ 1,000                 |

**Dispatch Fee**

The City shall arrange for 24 Hour Emergency Fire and Rescue Dispatching Services to serve the fire service area as per Schedule "A". This fee shall be paid directly to the dispatch service by each municipality / First Nation on per capita and in accordance with the most current census data.

**Service Fees**

|                        |                                                                                                                                                                                                                                                                         |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fire Trucks and Rescue | \$400 per unit per hour or part thereof. Fees charged for Fire Truck(s) and equipment will be from the time the call is received from dispatch until all the Fire Truck(s) and equipment are back to a state of readiness after their return to the Melville Fire Hall. |
| Command Vehicle        | \$115.00 per hour                                                                                                                                                                                                                                                       |
| Fire Personnel         | \$40.00 per hour. Charges are from the time the                                                                                                                                                                                                                         |

emergency call is received until the Fire Truck(s) and equipment are back to a state of readiness after their return to the Melville Fire Hall.

Water

Water used to extinguish fires shall be invoiced for the bulk water rate as set by the City of Melville Council. (Draftable water sources to be provided to Chief Annually or as modified)

Extinguishment and Disposables

Extinguishment, when necessarily used, shall be invoiced for, at the same rate as the City's replacement cost.

Extra Equipment

Extra equipment, when necessarily used, shall be invoiced for at the same rate as what the City was invoiced.

Post Incidents

The City reserves the right to charge the Municipality a sum equal to that which it pays to any member of the Fire Department for reimbursement of wages lost resulting from a subpoena to trial for their attendance to Fire Department Services within the Fire Service Area of the Municipality.

Inspection Services

Inspection services required by the Municipality for site inspection or business premises or as required for a Provincial or Federal Grant or license shall be \$50.00 per hour. File search charges shall be \$50.00 per hour. All travel outside city limits shall also be charged at the federal standard rate per Kilometer.

Standby

Standby for special events such as demolition derby, fireworks, and large tent functions shall be \$100.00 per hour.

Underground Tanks

Underground tank installation or removal inspection shall be set at \$50.00 per hour.

Non-Member Billing

As of Jan 1 2019. All billing to non-members will have a multiplier of two applied to it over above

member hourly rates. (Mutual aid agreement holders exempt)

#### Truck Replacement

The Melville & District Fire Association owns 75% of wild land unit and two fire apparatus. Break down as per previous fire apparatus replacement agreements has been as follows. City of Melville 25%, R.M. of Cana 25%, R.M. of Stanley 25%, Villages, First Nations, R.M. of Garry, R.M. of Orkney 25% Replacement timelines included below.

#### Fire Truck Replacement Cycle

2021 (Wild Land) – Replaced every 10 years- Replacement Slated for 2031 total **estimated** replacement cost to be **approximately** \$138,000 to be split as per the stated percentages noted above in truck replacement clause.

2012 Freightliner pumper / tanker. – Replaced every 20 years as Per NFPA Standard. Slated for replacement 2032.Total **estimated** replacement cost to **approximately** \$1,200,000 to be split as per the stated percentages noted above in truck replacement clause.

1984 Brigadeer general. Currently being used as a water supply unit (tanker) and is slated to be replaced by the 2012 Freightliner noted above unless something unforeseen happens before stated timelines noted above.

