

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2014-13


A BYLAW TO PROVIDE FOR ENTERING INTO AN FIRE SUPPRESSION SERVICES AGREEMENT WITH THE VILLAGE OF PARADISE HILL AND THE ONION LAKE CREE NATION

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into A Fire Suppression Services Agreement with the Village of Paradise Hill and the Onion Lake Cree Nation, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".

(Seal)




Reeve


Administrator

Certified a true copy of Bylaw No. 2014-13 adopted by resolution of Council on the 27th day of March, 2014.

(Seal)




Reeve


Administrator

FIRE SUPPRESSION SERVICES AGREEMENT

THIS AGREEMENT made effective this **10th** day of **March, 2014** (the “**Effective Date**”).

BETWEEN:

ONION LAKE CREE NATION (“OLCN”)

- and -

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

(the “**RM**”)

- and -

VILLAGE OF PARADISE HILL

(the “**Village**”)

WHEREAS OLCN and the RM are neighbouring jurisdictions that border each other;

AND WHEREAS the Village and the RM have an existing Fire Protection Services Agreement wherein the Village provides fire protection services to part of the RM;

AND WHEREAS OLCN and the RM are responsible to provide fire protection services within their respective boundaries;

AND WHEREAS it is desirable that at various times the fire protection services available to the RM and OLCN be used to assist each other;

AND WHEREAS the parties wish to cooperate with one another in the provision of adequate and efficient Fire Suppression Services for the benefit of all parties.

NOW THEREFORE the parties hereby agree as follows:

Definitions

1. In this Agreement:

- (a) **“Assistance”** means the provision of Fire Suppression Services;
- (b) **“Authorized Representative”** means the individuals authorized by the respective party and identified in Schedule “A” to this Agreement to initiate or respond to a request for Assistance;
- (c) **“Equipment”** means firefighting vehicles, equipment and apparatus which are in the possession of the Supplying Party;
- (d) **“Fire Suppression Services”** means all activities concerned with the protection of lands and property from fire including pre-suppression measures taken to prevent the start of fire, measures taken to detect fire and any suppression procedures in the event of a fire;
- (e) **“OLCN Lands”** means all OLCN Reserve Lands and Treaty Land Entitlement Lands within the RM (“TLE Lands”) as described in Schedule “B” to this Agreement;
- (f) **“Requesting Party”** means the Party requesting Assistance;
- (g) **“RM Lands”** means all land within the boundaries of the Rural Municipality of Frenchman Butte No. 501 excluding OLCN Lands; and
- (h) **“Supplying Party”** means the Party providing Assistance.

Term

- 2. This Agreement shall remain in effect from the date of signing until December 31, 2017 (the “Term”), unless otherwise extended by mutual agreement of the Parties in writing.
- 3. Notwithstanding the foregoing, any Party to this Agreement may terminate this Agreement by providing 90 clear days’ notice to the other Parties in writing.

Provision of Fire Suppression Services

- 4. Nothing in this Agreement shall be interpreted to alter each Party’s responsibility for providing fire protection services within their respective boundaries. For greater certainty, each Party shall continue to be responsible for Fire Suppression Services within their respective boundaries and is only required to provide Assistance to the other Parties pursuant to the terms of this Agreement. In addition, no one providing Assistance on

behalf of a Supplying Party pursuant to this Agreement shall be deemed to be an employee of the Requesting Party.

5. Notwithstanding the foregoing, OLCN will provide Fire Suppression Services to all OLCN Lands, as defined in this Agreement, including, but not limited to those TLE Lands set out in Schedule "B" attached hereto as if the TLE Lands were already designated as reserve lands.
6. From the effective date of this Agreement, a Requesting Party may request Assistance from another party ("Request for Assistance").
7. In the event the Requesting Party receives Assistance from the Supplying Party, the Requesting Party shall reimburse a Supplying Party for all applicable labour, supplies and equipment in accordance with the compensation rates and details set out in Schedule "C" attached hereto and forming part of this Agreement within thirty (30) days of the Requesting Party receiving an invoice from the Supplying Party. Each Party may collect the costs of fire-fighting, fire prevention or emergency service provided to an individual, including the costs of reimbursing a Supplying Party pursuant to this section, from the individual who received the service pursuant to any rights or bylaws available to that Party.
8. At all times, a Supplying Party shall have the right to refuse to provide Assistance to the Requesting Party. The Requesting Party shall have no claim for damages or compensation against a Supplying Party arising out of the refusal of that Supplying Party to render Assistance for any reason.
9. The level of service to be provided by the Supplying Party in providing Assistance shall be the same level of service with which the Supplying Party would respond to similar circumstances within its own jurisdiction.
10. When providing Assistance, the Supplying Party's Fire Chief shall receive direction from the Requesting Party's Fire Chief or his or her designate. The firefighters shall, at all

times, remain under the immediate control and direction of their respective Fire Chief or his or her designate.

11. Notwithstanding sections 9 and 10, once a Supplying Party has commenced providing Assistance, a Supplying Party shall still have the right to withdraw such Assistance from the Requesting Party. The Requesting Party shall have no claim for damages or compensation against a Supplying Party arising out of the withdrawal of that Supplying Party from continuing to provide Assistance for any reason.

Miscellaneous

12. Nothing in this Agreement renders OLCN, the RM or the Village, or any of their respective employees, servants or agents, liable to the other for any death or injury to any person, nor for any loss or other damage of any kind caused to property, resulting from the doing or manner of doing or the failure to do any act required or contemplated by this Agreement.
13. The Requesting Party shall indemnify and save harmless any Supplying Party from any and all Claims brought by any person who is not a party to this Agreement arising out of or in any way related to the proper discharge of the obligations of the Supplying Party excepting where such Claims result from the gross negligence or willful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.
14. During the Term, each Party shall:
 - (a) Maintain all requisite Federal, Provincial and Municipal licenses, permits and approvals for all services contemplated under this Agreement;
 - (b) Maintain coverage for its fire fighters pursuant to the Worker's Compensation Act;
 - (c) Maintain all equipment in good working order;
 - (d) Maintain comprehensive general liability insurance that provides coverage for the provision of Fire Protection Services pursuant to this Agreement of not less than five million (\$5,000,000) dollars per occurrence. Proof of this coverage shall be provided annually, not later than January 31st each year, by and to each of the parties to this agreement.

- 15. This Agreement may not be assigned or otherwise transferred by any of the parties.
- 16. Any notice to be given under this Agreement shall be in writing as follows:

Rural Municipality of Frenchman
Butte No. 501
Box 180
Paradise Hill, SK S0M 2G0

Fax: (306) 344-4434

Onion Lake Cree Nation
Attention: Chief and Council
PO Box 100
Onion Lake, SK S0M 2E0

Fax: (306) 344-4005

Village of Paradise Hill
Box 270
Paradise Hill, SK S0M 2G0

Fax: (306) 344-4941

- 17. If any term, covenant or condition of the Agreement or the application thereof to any Party or circumstance shall be invalid or unenforceable to any extent the remainder of the Agreement or application of such term, covenant or condition to a Party or circumstance other than those which is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of the Agreement shall be valid and shall be enforceable to the fullest extent.
- 18. Nothing in this Agreement shall be construed so as to abrogate or derogate from any Treaty or Aboriginal rights, titles or interests of OLCN.
- 19. This Agreement is intended to be in addition to, and not to derogate from, the existing Fire Protection Services Agreement between the RM and the Village. Furthermore, this Agreement shall be secondary to the Fire Protection and Services Agreement and if there is any conflict between the two, such conflict shall be resolved by reference to the existing Fire Protection Services Agreement.
- 20. This Agreement embodies the entire understanding between the parties and may only be amended in writing.

In witness whereof, the **Onion Lake Cree Nation** has by their duly authorized representatives executed the Agreement as of the 25th day of March, 2014.

ONION LAKE CREE NATION – CHIEF AND COUNCIL
(A quorum for this Band consists of 5 Council Members)

Chief _____

BOB DILLON
Councilor - [Signature]

DOLORES PATTAYKEN
Councilor - [Signature]

WALTER PATTAYKEN
Councilor - [Signature]

Dorren Masson
Councilor - [Signature]

[Signature]
Councilor - [Signature]

Leon Whitstone
Councilor - [Signature]

Tom Chief
Councilor - [Signature]

In witness thereof, the **Rural Municipality of Frenchman Butte NO. 501** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 27th day of March, 2014.



Rural Municipality of Frenchman Butte No. 501

Per: [Signature] Reeve

Per: [Signature] Administrator

In witness thereof, the **Village of Paradise Hill** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 17 day of March, 2014.



Village of Paradise Hill

Per: *[Signature]* Mayor

Per: *[Signature]* Administrator

Schedule "A" Authorized Representatives

1. As of the Effective Date, OLCN's Authorized Representatives are:
 - a. Manager of fire, rescue and peacekeepers: 306 344-7161 or 306 344-2042
 - b. Fire Chief of the Onion Lake Cree Nation: 306 344-2042
 - c. Director of Operations of the Onion Lake Cree Nation: 306 344-4200
2. As of the Effective Date, the RM's Authorized Representatives are:
 - a. Public Works Forman
 - b. Reeve
 - c. Administrator
3. As of the Effective Date, the Village's Authorized Representatives are:
 - a. Fire Chief
 - b. Deputy Fire Chief
 - c. Any fire department member acting as Fire chief in the absence of the fire chief and the deputy fire chief.
 - d. Mayor
 - e. Administrator
4. Any Party may change its Authorized Representatives by providing notice in writing in accordance with section 16 of the Agreement.

Schedule "B" – OLCN TLE Lands within RM of Frenchman Butte No. 501

NE-31-53-26-W3M	SE-29-54-26-W3M	PT SE-06-55-27-W3M (Lot 20, Block 1)
NW-31-53-26-W3M	PT SW-29-54-26-W3M	FRAC N ½ 07-55-27-W3M
SE-31-53-26-W3M	NE-32-54-26-W3M	FRAC N ½ 07-55-27-W3M
SW-31-53-26-W3M	PT NW-32-54-26-W3M	FRAC N ½ 07-55-27-W3M
NW-26-53-27-W3M	SE-32-54-26-W3M	NE-08-55-27-W3M
NE-35-53-27-W3M	PT SW-32-54-26-W3M	NW-08-55-27-W3M
NW-35-53-27-W3M	PT SE-01-54-27-W3M	SE-08-55-27-W3M
SE-35-53-27-W3M	PT SW-05-54-27-W3M	SW-08-55-27-W3M
SW-35-53-27-W3M	E ½ SW-01-54-28-W3M	NE-17-55-27-W3M
NE-36-53-27-W3M	NE-03-55-26-W3M	NW-17-55-27-W3M
PT NW-36-53-27-W3M	NW-03-55-26-W3M	SE-17-55-27-W3M
SE-36-53-27-W3M	SE-03-55-26-W3M	SW-17-55-27-W3M
SW-36-53-27-W3M	SW-03-55-26-W3M	PT NE-18-55-27-W3M
NE 25-53-28-W3M	NW-10-55-26-W3M	PT SE-18-55-27-W3M
E ½ NW-25-53-28-W3M	SW-10-55-26-W3M	NE-19-55-27-W3M
PT SE-25-53-28-W3M	NE-22-55-26-W3M	SE-19-55-27-W3M
E ½ SW-25-53-28-W3M	NW-22-55-26-W3M	NE-20-55-27-W3M
NE-36-53-28-W3M	SE-22-55-26-W3M	NW-20-55-27-W3M
NW-36-53-28-W3M	SW-22-55-26-W3M	SE-20-55-27-W3M
SE-36-53-28-W3M		SW-20-55-27-W3M
SW-36-53-28-W3M	NE-05-55-27-W3M	01 01 69B02660 W3M
PT N ½ SE-06-54-26-W3M	NW-05-55-27-W3M	02 01 69B02660 W3M
PT S ½ SE-06-54-26-W3M	SE-05-55-27-W3M	03 01 69B02660 W3M
PT NE-10-54-26-W3M	PT SW-05-55-27-W3M	04 01 69B02660 W3M
SE-10-54-26-W3M	PT SE-06-55-27-W3M	05 01 69B02660 W3M
NW-14-54-26-W3M	PT SE-06-55-27-W3M	06 01 69B02260 W3M
NE-15-54-26-W3M	PT SE-06-55-27-W3M (Lot 1, Block 2)	10 01 69B02260 W3M
NW-15-54-26-W3M	PT SE-06-55-27-W3M (Lot 2, Block 1)	12 01 69B02260 W3M
SE-15-54-26-W3M	PT SE-06-55-27-W3M (Lot 3, Block 1)	13 01 69B02260 W3M
SW-15-54-26-W3M	PT SE-06-55-27-W3M (Lot 4, Block 1)	14 01 69B02260 W3M
PT NE-20-54-26-W3M	PT SE-06-55-27-W3M (Lot 5, Block 1)	15 01 69B02260 W3M
PT NW-20-54-26-W3M	PT SE-06-55-27-W3M (Lot 6, Block 1)	01 02 69B02260 W3M
SE-20-54-26-W3M	PT SE-06-55-27-W3M (Lot 7, Block 1)	02 02 69B02260 W3M
NE-21-54-26-W3M	PT SE-06-55-27-W3M (Lot 8, Block 1)	03 02 69B02260 W3M
NW-21-54-26-W3M	PT SE-06-55-27-W3M (Lot 9, Block 1)	04 02 69B02260 W3M
SE-21-54-26-W3M	PT SE-06-55-27-W3M (Lot 10, Block 1)	05 02 69B02260 W3M
SW-21-54-26-W3M	PT SE-06-55-27-W3M (Lot 12, Block 1)	BLOCK A 69B02260 W3M
PT NW-23-54-26-W3M	PT SE-06-55-27-W3M (Lot 13, Block 1)	
SW-23-54-26-W3M	PT SE-06-55-27-W3M (Lot 14, Block 1)	
NW-28-54-26-W3M	PT SE-06-55-27-W3M (Lot 15, Block 1)	
SE-28-54-26-W3M	PT SE-06-55-27-W3M (Lot 16, Block 1)	
SW-28-54-26-W3M	PT SE-06-55-27-W3M (Lot 17, Block 1)	
NE-29-54-26-W3M	PT SE-06-55-27-W3M (Lot 18, Block 1)	
PT NW-29-54-26-W3M	PT SE-06-55-27-W3M (Lot 19, Block 1)	

Schedule "C" Compensation Rates and Details

Rates and Costs Exclusive of GST

1. An amount equal to the supplying parties' regular rate for fire response, as determined by the Council or Band Council, as the case may be, of the supplying party, for each firefighting vehicle dispatched by the Supplying Party (excluding command cars or other similar support vehicles) staffed by the number of personnel in accordance with the Supplying Party's Standard Operating Procedure
2. All additional equipment called in (i.e. crawler tractors, graders, water trucks, etc.) will be billed to the Requesting Party, who in turn may invoice each property owner affected by the call.
3. All other reasonable, mutually agreed upon costs incurred by the Supplying Party, including but not limited to, specialized fire-fighting material, and repair or replacement to the Supplying Party's equipment, excluding repair or damage incurred as a result of ordinary wear or tear or incurred as a result of the Supplying Party's gross negligence or willful misconduct of a Supplying Party, its officials, employees, servants, successors or assigns.

Invoicing and Details

4. For the purpose of the Agreement, the first hour shall be deemed to commence upon the Supplying Party's Authorized Representative directing that the Supplying Party's fire-fighters and equipment respond to the request for Assistance and the time to a minimum of one hour shall continue until such time as the equipment has returned to and been fully serviced, cleaned and maintained in the normal standard of the Supplying Party at the fire station from where it left. However, the Requesting Party shall not be liable for any charges of time where the equipment of the Supplying Party was incapacitated due to any mechanical breakdown.
5. The Supplying Party shall invoice the Requesting Party within thirty (30) days of the Assistance being provided, or so soon thereafter as is reasonably practical.
6. All such charges are due and payable by the Requesting Party thirty (30) days from the Requesting Party's receipt of the invoice for such charges.