

MUTUAL AID AGREEMENT

TOWN OF OSLER

BYLAW NO. 2-98

A BYLAW TO AUTHORIZE ENTERING INTO AN MUTUAL AID AGREEMENT WITH THE WARMAN, MARTENSVILE, DALMENY, LANGHAM.

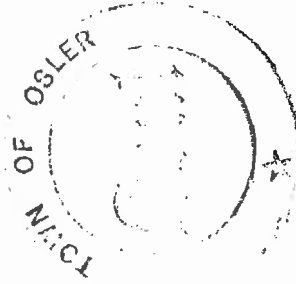
WHEREAS the Town of Osler is a Municipality, enter into an Mutual Aid Agreement with the Warman, Martensville, Dalmeny, Langham, for the purpose of fire protection.

AND WHEREAS it is deemed advisable to enter such an Mutual Aid Agreement with the Warman, Martensville, Dalmeny, Langham.

NOW THEREFORE, the council of the Town of Osler in the Province of Saskatchewan, enacts as follows:

1. It shall be lawful for the Council of the Town of Osler to enter into an Agreement hereto attached and identified as Schedule "A" to the Bylaw, with Warman, Martensville, Dalmeny, Langham for the purpose of Fire Protection.
2. The Mayor and Administrator are hereby authorized and directed to execute the said Agreement on behalf of the and to affix the seal of the municipality thereto.
3. This Bylaw shall come into force and take effect from and after the day of final passing thereof.

(SEAL)



Darryl Harnes
MAYOR

Livak Kuter
ADMINISTRATOR

NORTH SASKATOON INTER-URBAN
MUTUAL AID SERVICES AGREEMENT

THIS AGREEMENT dated for reference January 1, 1998

AMONG:

The Town of Dalmeny
The Town of Langham
The Town of Martensville
The Town of Osler
The Town of Warman

hereinafter referred to in the aggregate as the "towns"

WHEREAS the towns are willing to supply mutual aid to one another insofar as equipment is available and is consistent with its duties to its own citizens,

NOW THEREFORE the towns agree as follows:

MUTUAL AID SERVICES AND TERMS

1. The parties hereto agree to deploy emergency response resources to respond to emergency events in the towns received by their fire departments with respect to a fire, vehicle extrication rescue, search and rescue or medical emergency necessitating first response prior to the arrival of an ambulance, not including high-angle or underground incidents, subject to:
 - a) the towns having emergency response equipment and personnel available for this purpose, of which each town shall be the sole judge;
 - b) emergencies or threats of emergencies within the town limits to which the town fire department has responded or may be obliged to respond, shall have priority;
 - c) provided weather conditions, road conditions or other hazards will not unduly jeopardize equipment for the health or safety of each town's fire department personnel;
 - d) provided that suitable access is available to the location where the emergency is alleged to exist.

FEES FOR SERVICE

2. The towns agree to pay to each other the following fees for service for emergency calls made in the towns:
 - a) a flat rate of \$250.00 per hour to be calculated from the time the fire vehicle leaves the fire hall until it returns to the fire hall;
 - b) a minimum of one hour for a false alarm, that being an emergency event where personnel and equipment respond but were not required to assist with the event;
 - c) the above noted rates shall apply regardless of the number of fire vehicles and personnel that were deployed to the scene of the event;
 - d) in addition to the fees herein provided, each town may also charge for:
 - i) materials used for fighting fire such as foam, purchased water and hired equipment;
 - ii) damage to or loss of any town owned fire equipment (excluding fire vehicles and apparatus) which occurs as a result of emergency response and for which coverage is excluded in the town insurance policy, except where such loss is caused by the negligence of the town fire department.

PAYMENT FOR SERVICES

3. Each town shall invoice the other within 30 days of each emergency event and shall indicate if possible the following:
 - a) date and time of the call;
 - b) name of person who gave the alarm;
 - c) name of the owner of the property;
 - d) land description;
 - e) probable cause of the event;
 - f) charges based on the rates identified in Section 2.

SERVICE PLANNING

4. The towns shall meet annually with the fire chiefs and a representative of the councils of the towns to consider vehicle and equipment needs.

OPERATIONAL EXPENSES

5. Each town shall be responsible for the operation, storage, insurance and ordinary maintenance of its vehicles and equipment utilized for emergency response in the towns.

RESPONSE AREA

6. It is agreed and understood that the fire department receiving the alarm shall be the primary response department and have operational command.

RESPONSE TIME

7. It is agreed and understood that response times by town fire departments to alarms in any other town may vary depending on the distance from the fire hall, availability of equipment or personnel, and road, weather or other conditions.

TOWN NOT LIABLE

8. Subject to Section 1 of this agreement, the towns shall not be liable for any damages or losses of a town whatsoever which may be occasioned to the towns' failure to respond to any alarm or call, relative to an emergency event in the towns, or for any delay in responding to such alarms or calls. The towns hereby remise, release and discharge the other towns from any and all manner of actions, cause of action and claims and demands which the towns may have against another town by reason of any breach of this agreement, except where such loss is caused by the negligence of the town fire department personnel.

TOWNS SHALL INDEMNIFY AND SAVE HARMLESS

9. The towns shall indemnify and save the other towns harmless from and against all third party claims against the town for losses, costs, damages, injury and expense to persons or property of any nature and kind whatsoever arising out of or in any way attributable to the provision of emergency response services under this agreement, except where such loss is caused by the negligence of the town emergency response personnel.

EFFECTIVE DATE

10. This agreement shall be in effect from the 1st day of January, 1998 and continue thereafter until terminated by another party at the end of any year, by giving written notice to the other parties not later than the 30th day of June of the said year.

IN WITNESS HEREOF the parties hereto have affixed their corporate seals, duly attested by the signatures of their proper officers in that behalf.

TOWN OF DALMENY

Allen Calk
Mayor
Shirley Calk
Administrator

[SEAL]

TOWN OF LANGHAM

Donny Lee
Mayor
Heidi Lee
Administrator

[SEAL]

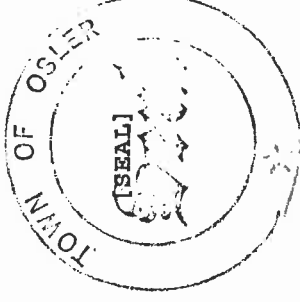
TOWN OF MARTENSVILLE

James Stone
Mayor
Michelle Stone
Administrator

[SEAL]

TOWN OF OSLER

Darryl Harris
Mayor
Jack Harris
Administrator



[SEAL]

TOWN OF WARMAN

Allen Jones
Mayor
John Jones
Administrator