


BYLAW NO. 1/2004

**A BYLAW TO ENTER INTO AN AGREEMENT TO PROVIDE
FIRE PROTECTION FOR THE R.M. OF BRATT'S LAKE NO. 129 .**

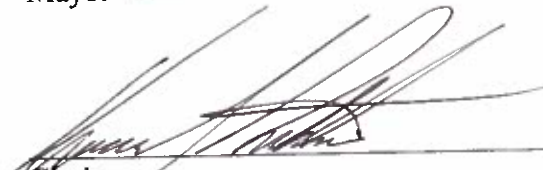
The Council of the Village of Wilcox in the Province of Saskatchewan enacts as follows:

- a) That an agreement may be entered into to provide fire protection for certain areas of the R.M. of Bratt's Lake No. 129.





Mayor



Clerk

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Fire Protection Agreement

This Agreement made this 27th day of January, 2004,

BETWEEN:

The Village of Wilcox (hereinafter referred to as "the Village")
OF THE FIRST PART

- and -

The Rural Municipality of Bratt's Lake No. 129
(hereinafter referred to as "Bratt's Lake")
OF THE SECOND PART

WHEREAS, the Council of Bratt's Lake wish to secure fire fighting and fire prevention services to protect ratepayers and residents located within a specified area in Bratt's Lake; and

WHEREAS, the Village currently operates and funds the Wilcox Fire Department (hereinafter called "the Fire Department"); and

WHEREAS, the Village would be willing to provide fire fighting and fire prevention services to a specific area within Bratt's Lake; and

WHEREAS, Section 214 of The Rural Municipality Act, 1989, provides for the entering into agreements for the furnishing or receiving of fire fighting or fire prevention services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants, the parties hereto agree as follows:

1. It is understood that the Village will provide fire fighting and fire pumper services to the property owners and residents of the designated area within Bratt's Lake, specifically described in the addendum as the "Wilcox Fire Department Coverage Area" (as attached hereto and forming a part of this agreement).

2.01 This agreement is subject to the following conditions for benefit of the Village:

(a) Dispatching of the Fire Department to the scene of the fire will be the responsibility of the Wilcox Fire Chief (hereinafter called "the Fire Chief") or his designate; all actions shall be in accordance with the Standard Operating Guidelines of the Fire Department and in accordance with the provisions of this agreement.

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(b) The Village makes no representations or warranties as to the condition, adequacy, nor sufficiency of the vehicles, equipment or personnel of the Fire Department.

(c) In the event of inclement weather, prevailing or poor road conditions existing, the Fire Chief or his designate may, in his sole discretion, decide not to dispatch the Fire Department in answer to a call for fire assistance for the designated area.

(d) In the event the Fire Department is not equipped or capable of fighting any particular fire, the Fire Chief or his designate may withdraw the Fire Department from attending, commencing or continuing to fight such fire.

2.02 The Village covenants and agrees for the benefit of Bratt's Lake as follows:

(a) The Village shall maintain the equipment of the Fire Department in such operating order as will allow the Village to fulfill its obligations hereunder.

(b) The Fire Department shall respond to any fire in the designated area of Bratt's Lake as may be required hereunder and in accordance with the Standard Operating Guidelines of the Fire Department, subject to the terms and conditions of this Agreement.

(c) The Fire Department shall engage such fire fighting personnel as may be required to provide the services required hereunder.

3.01 The Fire Chief or his designate shall have the right to decide before, or upon attendance at a fire, that backup or additional fire equipment from any other fire department is required; and in this event the Fire District will invoice the appropriate person or persons for all such calls and Bratt's Lake shall guarantee payment of all call out fees to every such attending fire department by applying any unpaid fees to form a part of that persons property taxes.

3.02 If the Fire Department is unable to respond to a call within Bratt's Lake, the Fire Chief or his designate may request another fire department to respond to the fire; and in this event, the appropriate person or persons will be invoiced for such calls and Bratt's Lake shall guarantee payment of all call out fees to the responding fire department by applying any unpaid fees to form a part of that persons' property taxes.

3.03 Bratt's Lake acknowledges the designated fire protection coverage area of every fire department operating within the R.M. as described in the attached addendums and maps. It is understood that the Fire District will not invoice for their attendance for fire calls to properties located within the designated area in Bratt's Lake, such area being known as the "Wilcox Fire Department Coverage Area".

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4.01 Except in the case of gross negligence, Bratt's Lake covenants and agrees to waive and discharge all claims, demands, suits and actions that it may have at any time against the Village, the Fire Department or fire-fighters of the Fire Department that may occur or arise as a result of the performance of the Fire Department hereunder in attending and participating in extinguishing a fire or withdrawing from a fire or failing to attend to fight a fire.

4.02 Except in the case of gross negligence, Bratt's Lake undertakes and agrees to indemnify and save the Village from any and all claims, suits or demands made against the Village by residents or ratepayers of the designated Wilcox Fire Department Coverage Area and claimants against Bratt's Lake of whatsoever nature arising out of or resulting from the actions undertaken by the Fire Department in accordance with the terms and conditions of this Agreement.

5.01 The Fire Chief or his designate shall provide the Administrator of Bratt's Lake with a copy of the "Fire Department Report" and "Response Information" within 24 hours of responding to a fire call within Bratt's Lake.

6.01 The Village and Bratt's Lake shall form a Fire District to be known as the Wilcox Fire District (hereinafter called "the Fire District"). The Fire District shall administer funds to improve fire protection services for residents and ratepayers of both the Village and the Wilcox Fire Department Coverage Area.

6.02 The Council of the Village and the Council of Bratt's Lake shall have equal representation on the Fire District.

6.03 The Fire District shall appoint a Secretary-Treasurer and the Secretary-Treasurer shall keep such records, bank accounts and documents as are deemed necessary for the proper administration of the Fire District.

6.04 The Secretary-Treasurer of the Fire District will supply the Village and Bratt's Lake with a financial statement for each fiscal year.

6.05 Bratt's Lake agrees to annually levy a fire department fee against each taxable assessment of "land" and "improvements" within the designated Wilcox Fire Department Coverage Area of Bratt's Lake.

6.06 The levy mentioned in 6.05 herein shall be set annually by the Fire District and notice of the annual amount to be levied shall be provided to Bratt's Lake in accordance with the legislation.

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6.07 All applicable fire protection taxes collected from Bratt's Lake property owners shall be subject to the applicable statutory early payment discount for municipal property taxes.

6.08 Bratt's Lake agrees to remit all fire protection taxes levied against the Wilcox Fire Department Coverage Area (net discount) to the Fire District at the end of each fiscal year.

6.09 The Village agrees to annually match Bratt's Lake annual fire protection levy (net discount). This amount shall be remitted to the Fire District no later than the end of each fiscal year.

6.10 It is understood and agreed that all moneys collected from Bratt's Lake property owners for fire protection and from the Village's annual matching contribution shall be used for capital purchases of fire equipment for the Fire Department as determined by the Fire District through consultation with the Fire Chief.

7.01 This agreement shall run concurrently and unless otherwise terminated will be automatically extended by the parties hereto.

7.02 It is agreed by the parties hereto that either party to this agreement may terminate this agreement by providing 60 days written notice to the other party.

IN WITNESS WHEREOF the parties have hereunder set their hands and seals the day and year first above written.

Village of Wilcox



Mayor



Clerk



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Rural Municipality of Bratt's Lake No. 129



Reeve

(SEAL)



Administrator