

FIRE PROTECTION AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS 8th DAY OF January, ²⁰²⁰ 2019,

BETWEEN:

THE CITY OF MEADOW LAKE, a municipal body corporate
having an office at the City of Meadow Lake, in the Province
of Saskatchewan,
(hereinafter called "the City".)

- and -

THE RESORT VILLAGE OF TURTLE VIEW
(hereinafter called "the Resort Village".)

WHEREAS the Resort Village is desirous that the City supply fire protection to premises within its boundaries and jurisdiction on the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The City does hereby agree to furnish fire protection service to the said Premises subject to the limitations and conditions hereinafter set forth, such fire protection to be furnished effective January 1, 2020 for a two (2) year period.
2. It is understood that services other than those specified in this agreement are assumed to be the responsibility of another party. For greater clarity, this agreement does not cover motor vehicle rescue response within the Resort Village boundaries.
3. It is understood and agreed by the Resort Village that the fire protection to be furnished by the City as set out in Paragraph 1 hereof shall be subject to the firefighters and equipment available to the City at the time of such fire on the said premises and to the water conditions prevailing at the time of such fires.
4. It is further understood and agreed by the Resort Village that in acknowledgement of the significant travel distance and seasonal nature of the Resort Village's occupancy, the Resort Village will establish and maintain a Fire Brigade under the direction of the Meadow Lake Fire Department Chief as set out in Schedule B.
5. The Resort Village does hereby agree to pay to the City a Retainer Fee annually as set out in Schedule A. The Retainer fee covers the operational costs of having a fire department ready and able to respond to a fire call on a per building basis. Building numbers for this agreement are as provided

by the Resort Village. The Resort Village further agrees that in addition to the aforementioned Retainer Fee to pay to the City such rates as the City may charge for every fire call made by the City to the said premises during the term of the Agreement. Such charges shall be in accordance with the established rates of the City, referred to as the Service Charge for Fires and set out in Schedule A. It is agreed that the Service Charge for Fires set out in Schedule A will be updated, and new charges may be added when the City purchases new fire equipment.

6. It is expressly understood and agreed by the parties hereto that the City shall not in any manner be liable for its failure to respond to any fire calls to the said premises or be liable for damage to property or persons occasioned by fire, water or any other reasons whatsoever, including misfeasance, non-feasance or negligence on the part of the City or its employees while attending a fire call on the said premises herein described.
7. It is expressly understood and agreed by the parties hereto that the City shall be paid a service charge for a minimum of one (1) hour on any fire call.
8. All calls made to and received by the City shall be presumed authorized by the said Resort Village.
9. This agreement shall terminate without notice upon the Resort Village's failure to pay the service charge as herein provided within 90 days of the invoice.
10. This agreement shall expire on December 31, 2021, unless terminated or renegotiated upon thirty (30) days' notice in writing by either party.
11. It is understood that this agreement is entered into on a trial basis by both parties, with no guarantee of automatic renewal upon expiry.
12. It is understood that the City is currently in discussion with the Rural Municipality of Meadow Lake regarding the future formation of a regional fire department. If during the term of this agreement the City becomes a member of a regional fire department, the Resort Village will have the option of also becoming a member of the regional fire department, entering into a new fire protection services agreement with the regional fire department, or terminating the agreement.
13. The fees for the period of the agreement will be as set out in the attached Schedule A.
14. In the event that a dispute over any issue related to this agreement should occur between the parties, the following procedure shall be followed:


- a. The party identifying an issue in dispute shall send written notice of their concerns to the other party.
- b. The administrators and a council representative of both parties shall meet to clarify the issues in dispute and discuss potential solutions. Based on this meeting the administrators shall prepare reports to their respective Councils.
- c. Should the initial meeting fail to resolve the dispute, the respective Councils shall meet to arrive at a solution.
- d. In the event the two Councils cannot arrive at an agreement, the next step will be to seek mediation. Each Council will appoint one member to a mediation panel, with the third panel member being mutually agreed upon by both parties. The decision of the panel will be binding on the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

RESORT VILLAGE OF TURTLE LAKE

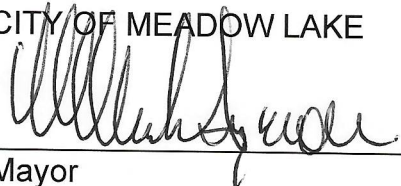


Mayor



Acting Administrator

CITY OF MEADOW LAKE



Mayor



City Manager

SCHEDULE A – Agreement Fees

| | | |
|----------------------|------|-------------|
| <u>Retainer Fee:</u> | 2020 | \$10,345.50 |
| | 2021 | TBD |

The retainer fee shall be calculated based on the historical average of three years of actual costs for the operation of the fire department multiplied by a flat per building rate based on the most recent building information available. For 2020, the actual costs for 2016 - 2018 are used. For 2021, the retainer fee will be adjusted each year using the most recently available financial and population data. This calculation will be provided to the Resort Village by no later than October 31 each year.

**Note: Retainer is estimated based on data provided by the committee.*

Service Charge for Fires:

Remote supervision, where no physical response from MLFD is required. (Note: this decision will be based on information provided by the Resort Village fire brigade. Inadequate information will result in MLFD response at the full callout rate.)

- Crew wages (firefighters responding to hall, minimum 1 hour)
- Command services at \$100 per hour

Command vehicle only, to provide on-scene supervision

- \$400 per hour including travel time. (Wages for this vehicle to respond are included in this rate)

Fire Department response to fire or other call

- For each fire engine response for first hour:

| | |
|------|----------|
| 2020 | \$957.00 |
| 2021 | \$985.00 |

- For each additional hour (including travel time):

| | |
|------|----------|
| 2020 | \$620.00 |
| 2021 | \$639.00 |

- These service charges will be in addition to the actual cost paid by the City for firefighter's wages and contracted services, which include but are not limited to: water tankers, firefighter sustenance, and other equipment rentals deemed necessary by the Fire Chief.

Training and Consultation Fees

- 8-hour day on site training (minimum 1 per year) - \$500.00
- Village fire brigade members attending regular MLFD training nights – No charge
- On-site consulting, including plan development, meetings, FireSmart implementation - \$100 per hour including travel and report-writing (*optional*)
- Remote training and consultation \$50 per hour (*optional*)
- Fire Code inspections \$100 per hour, including travel and report-writing (*optional*)
- Additional training expenses will be billed at cost, subject to prior approval

SCHEDULE B – Fire Brigade

The Resort Village of Turtle View shall, within the first year of this agreement:

1. Appoint a resident as Local Assistant to the Fire Commissioner, who shall have primary responsibility for emergency management including the responsibilities listed below. This person shall also be the primary contact between the Village and Meadow Lake Fire Department (MLFD)
2. Maintain agreements with Sask Wildfire Management for fire prevention and control in the adjacent forested lands. This includes maintaining a fire guard to protect the village from encroaching wildfires
3. Maintain a Community Emergency Plan, as required under the Emergency Management Act. The plan shall include comprehensive contact information for all village residents as well as resources available in the area and be made available to MLFD.
4. Maintain in a state of readiness a local fire hall or fire cache with, as a minimum, the supplies and equipment listed in Appendix B.2
 - a. MLFD will provide annual training on the use of this equipment as per Schedule A
5. Maintain a Fire Brigade, following Standard Operating Guidelines and training established by MLFD.
 - a. This brigade shall be responsible to:
 - i. Respond to all emergency incidents within the Village
 - ii. Provide initial sizeup report to MLFD. This will provide the MLFD commander with information necessary to decide
 1. Whether a Fire Department response is necessary;
 2. What type and scale of response is necessary; and
 3. Whether mutual aid or other resources is required
 - iii. Initiate Incident Command
 - iv. Take control of the scene and set perimeter boundaries
 - v. Provide traffic control so that access roads are kept open
 - vi. Provide a pilot vehicle for responding emergency vehicles
 - vii. For fires, set up water supply
 - viii. Take other actions as directed by MLFD command, such as
 1. Setting up roof sprinklers to protect against wildfire
 2. Setting up water curtains to protect exposures
 3. Evacuating occupants from a specified area
 4. Setting up staging areas, triage area, landing zone, command post, etc. as the situation calls for
 5. First aid and basic patient care
 - b. Attend training and maintain competency as specified by MLFD
 - c. Follow Standard Operating Guidelines as developed with MLFD
 - d. The Fire Brigade shall not engage in any action or activity for which they are not trained or equipped. At no time shall the Fire Brigade:
 - i. Administer any patient care beyond the level of Standard First Aid, unless trained and registered as Medical first responders
 - ii. Transport patients
 - iii. Disobey highway traffic regulations
 - iv. Enter a fire building
 - v. Enter a collapse zone
 - vi. Attempt fire control at the head of a wildfire
 - vii. Attempt to extinguish a vehicle fire
 - viii. Enter any building or area with a hazardous atmosphere

In addition to the above, the City recommends the Resort Village:

6. Implement a Building Bylaw, including requirements for building permits and inspections, and including extra fire prevention provisions for new buildings and renovated buildings, suitable for remote locations, including but not limited to:
 - a. Measures to limit spread of fire from one building to another
 - b. Fire-resistive exterior finishing
 - c. Fire-resistive interior measures
 - d. Residential sprinkler systems (NFPA 13D); and
7. Implement a Fire Prevention Bylaw, including requirements for
 - a. Fire detection and reporting
 - b. Building numbering
 - c. Building and property maintenance, including implementation of the Fire Smart program

The City of Meadow Lake and Meadow Lake Fire Department shall:

1. Establish and provide an emergency notification system for the local assistant and fire brigade, at cost.
2. Provide annual training to the fire brigade as per Schedule A.
3. Provide assistance in the development of Standard Operating Guidelines.
4. Provide advice to the Resort Village on any of the requested items listed above.

APPENDIX B.2

Recommended Minimum Equipment & Supplies to be maintained year-round by Resort Village of Turtle View Fire Brigade

- A. Building
 - a. Heated building
 - b. Alternative/backup power source
 - c. Key-punch access
 - d. Exterior lighting
- B. Initial Size-up and Scene Management
 - a. Maps
 - b. Contact listing for all residents and area contractors
 - c. Command board & grease pencils
 - d. Binoculars
 - e. Thermal imaging camera
 - f. Flashlights
 - g. Portable work lights
 - h. Reflective vests to distinguish fire brigade
 - i. Hard hats w/ identifying decal
 - j. Traffic pylons
 - k. Other traffic control: signs, barricades, lighted batons
 - l. "Pilot vehicle" sign
 - m. Fire Scene tape
 - n. Helicopter landing zone kit
 - o. Communication: may require purchase of P25-capable radio if cellphone communication proves inadequate. Purchase of two-way radios is strongly recommended
 - p. Recommended: Key for each house that has an alarm system
 - q. Carbon Monoxide gas detector
- C. Water Supply
 - a. 20HP Portable pump with 2.5" WCT outlet, mounted on wheeled cart
 - b. 30 feet hard suction line
 - c. Strainer
 - d. 200 feet 2.5" hose, WCT thread
 - e. 3000 gallon portable tank with protective mat
 - f. Ice auger
 - g. Truck or trailer to store & transport the above
- D. Fire Control
 - a. Portable fire extinguishers
 - i. 6 – 20 lb ABC
 - ii. 2 – CO2
 - b. 2 forestry-type portable pumps (Mark-III, Wajax, etc) 3-stage with 1.5" NPSH outlet
 - c. 20 feet hard suction for each pump
 - d. Strainer and foot valve
 - e. Adapters 1.5" NPSH to Forestry QC, M & F
 - f. 1000 feet 1.5" forestry line, QC connections
 - g. 2000 feet 1" forestry line, QC
 - h. 3 - Gated wye, QC
 - i. Exposure protection – structure fires
 - i. 2 Water curtains (high pressure, low flow)
 - ii. 3 forestry nozzles, variable stream

- j. Wildfire protection
 - i. 20 roof sprinkler kits
 - ii. Water backpack
- E. First Aid
 - a. First Responder-level crash kit with O2
 - b. AED
 - c. Blankets
 - d. Other first aid supplies as required
- F. Other Tools
 - a. Generator(s)
 - b. Heavy duty extension cords, 100' length
 - c. Power bars with USB ports
 - d. Chainsaw & repair kit & spare chains
 - e. Chainsaw safety gear: chaps, gloves, brush helmet w/eye & eye protection
 - f. Hammers
 - g. Axes
 - h. Pry bars
 - i. Extension ladder
 - j. Step ladder
- G. Supplies
 - a. Aspen fuel (blue & orange)
 - b. Bug spray
 - c. Work gloves
 - d. Energy bars
 - e. Squincher
 - f. Drinking water
 - g. 3" nails
 - h. Sheets of plywood for boarding up