

FIRE SERVICES AGREEMENT

THIS AGREEMENT MADE EFFECTIVE THIS 31st DAY OF DECEMBER, 2014

BETWEEN:

THE CITY OF REGINA
(hereinafter referred to as "the City")

- and -

THE GLOBAL TRANSPORTATION HUB AUTHORITY
(hereinafter referred to as the "GTHA")

WHEREAS:

- A. The City has established a fire department (Regina Fire & Protective Services, "RFPS") to provide for the prevention and suppression of fires and to provide for emergency response services at the site of an emergency;
- B. Pursuant to *The Cities Act*, the City may enter into an agreement with another authority, organization or agency outside the city limits for the provision of fire fighting, fire prevention and emergency services to that other authority, upon such terms as that may be agreed upon, including the setting and payment of charges;
- C. GTHA has requested that the City provide certain services to the GTHA , and is prepared to pay the City for those at the rates specified in this Agreement;
- D. The City has agreed to provide services specified in this Agreement on the terms and conditions set out herein;

NOW THEREFORE this Agreement describes the services to be provided to the GTHA by the City and the charges that the GTHA must pay in order to receive the services:

Definitions

- 1. (a) "Alarm" means any call to RFPS or any call routed to RFPS in connection with an Emergency or request for Fire Services.
- (b) "Assessed Lands" means all lands within the Fire Services Area that are not Exempt Lands.
- (b) "Emergency" means any situation to which RFPS would normally respond, excluding first-response medical services.
- (c) "Exempt Lands" means all lands within the Fire Services Area that are:
 - (i) exempt from the payment of municipal property taxes pursuant to Part XI of *The Cities Act*;
 - and
 - (ii) ineligible to pay a grant in lieu of property taxes,and that are exempt from the assessment of property taxes, and the value of which is not included in the Assessed Lands for the purposes of the determining the annual fee set out in Schedule A
- (d) "Fire Services" means the services RFPS is authorized to provide and which are typically provided by RFPS within the City, including:
 - (i) fire prevention, suppression and protection services;

- (ii) emergency response services;
 - (iii) fire inspection and investigation services;
 - (iv) rescue services;
 - (v) dangerous goods emergency services;
 - (vi) fire education and training services; and
 - (vii) the regulation of fireworks and pyrotechnics.
- (e) "Fire Service Area" means the geographic area under the jurisdiction and control of the GTHA as defined by *The Global Transportation Hub Authority Act* and as highlighted on the map attached as Schedule B as of August 22, 2014. The Fire Service Area will be subject to change in the event that the geographic area under the jurisdiction and control of the GTHA is changed through the *Global Transportation Hub Authority Act* and its corresponding regulations.
- (f) "Local Assistant" means 'local assistant' as defined in *The Fire Prevention Act*.
- (g) "RFPS" means City of Regina Fire & Protective Services.

Supply of Services

2. The City agrees to provide the GTHA and the GTHA agrees to purchase from the City, on the terms and conditions of this Agreement, Fire Services to the Fire Service Area.

Commencement of Services

3. This Agreement comes into force effective as of December 31, 2014 and the City's obligation to supply the Fire Services under this Agreement and the GTHA's obligation to pay for the Fire Services under this Agreement commences on January 1, 2015 (the "Commencement Date").

Term

4. Subject to section 23, the term of this Agreement shall be five (5) years commencing on the Commencement Date and terminating on December 31, 2019. It is agreed that the GTHA shall have the option to renew this Agreement for two additional five year terms, upon the same terms and provision set forth herein, except for the annual fee which shall be subject to renegotiation. The option for each of the said renewal terms shall be exercised by the GTHA giving the City not less than ninety (90) days written notice of its intention so to renew the term prior to the expiration of the term of the Agreement

Payment

- 5.(1) For the provision of the Fire Services, the GTHA will pay the following to the City during the term of the Agreement:
- (a) an annual fee calculated in accordance with Schedule A on or before June 30th of each year; and
 - (b) a response fee determined in accordance with Schedule A for each response made by RFPS to Vacant Exempt Lands during the calendar year on or before January 31st of the following year.
- (2) Amounts charged under section 5(1) will be invoiced by the City on an annual basis.
- (3) The values used for the calculations set out in Schedule A shall be determined annually based on the prior year budgeted operational costs to be incurred by the City and the finalized assessed values based on the assessment roll established for the prior year.
- (4) Late payment of sums or portions thereof will bear interest from the due date to and including the date of payment, at the rate equal to the prime rate of the Bank of Canada plus 2% per annum.
- (5) Unless otherwise expressly provided herein, the payments remitted by the GTHA are deemed to include reimbursement or compensation for any and all costs associated with delivering Fire Services including but not

limited to supplies and equipment consumed, expended, damaged or destroyed in the course of emergency responses, and for such liabilities as the City may incur directly or indirectly in connection with injury or death of RFPS personnel. The GTHA shall be exempt for any such liability where immunity provisions are provided to the RFPS by The Fire Prevention Act and The Cities Act.

6. Where responses to the Fire Services Area qualify for funding or reimbursement from agencies such as the Inter-municipal Rescue Fund, the City will apply for this funding and any such funding in connection with such responses will be shared equally by the City and the GTHA.

GST

7. The GTHA warrants that it is exempt from Goods and Services Tax.

Response to Alarms

8. RFPS shall respond to Alarms in respect of any Emergency within or stated to be within the Fire Service Area in the same manner and with the same authority as it does within the City.

Response Times

9. The parties specifically acknowledge that the City's response time to an Alarm under this Agreement shall be the same as its response times assessed within the City for like developments and locations and will be reflective of best efforts to protect people and infrastructure and to restore operations.

Information and Upkeep of Roadways

- 10.(1) At the time of signing this Agreement, the GTHA must provide the City with available property plans and information for properties and buildings within the Fire Services Area, including building permits, inspection reports and any existing fire safety plans in the possession of the GTHA for the properties. During the term of this Agreement the GTHA must provide the City with plans and information for any proposed or newly constructed or renovated buildings within the Fire Services Area.
- (2) At the time of signing this Agreement, the GTHA must provide the City with a plan showing the location of all roadways, lanes and other access routes within the Fire Services Area. During the term of this Agreement the GTHA must immediately provide the City with plans and information about any closure (permanent or otherwise) of such access routes and the opening (permanent or otherwise) of any access routes.
- (3) During the term of this Agreement, the GTHA must ensure that the roads, lanes, and other access routes within the Fire Services Area are maintained in a state to allow safe and easy access by City fire trucks in accordance with applicable laws and regulations and including the National Fire Code of Canada and National Building Code of Canada.
- 11.(1) Without limiting any other obligations of the parties under this Agreement, the parties will co-operate for the purposes of establishing practices and protocols, and in providing such information as may facilitate the provision of the Fire Services, or in the administration of this Agreement including:
 - (a) the provision of updated maps as may be in the possession of the GTHA upon the request of RFPS;
 - (b) the advisement of RFPS by the GTHA of significant road work or road closures or obstructions from time to time;
 - (c) the provision by RFPS, at the request of the GTHA, of details of Alarms originating within or in connection with the Fire Services Area; and
 - (d) the prior notice to RFPS of stubble-burning or planned controlled, fires within the Fire Services Area so as to avoid responses to false Alarms.

Fire Hydrants

12. The GTHA owns and is solely responsible for installation of fire hydrants in the Fire Services Area in accordance with applicable fire codes and standards used by the City of Regina. The City is responsible for maintenance of fire hydrants owned by the GTHA in the Fire Services Area in accordance with standard City practices.

GTHA Bylaws

- 13. The GTHA will not adopt a bylaw that is inconsistent with this Agreement or inconsistent with the City's bylaws on the subject of fire response and suppression.

Duties of the Local Assistant

- 14. The GTHA shall designate a Local Assistant at all times during the term of this Agreement. The Local Assistant so appointed shall perform all the duties as outlined in *The Fire Prevention Act, 1992*, or as otherwise directed by the fire chief or fire commissioner of RFPS.

Reports

- 15. (1) RFPS will provide the GTHA with copies of any reports or debriefing materials prepared by RFPS in connection with responses within the Fire Services Area.
- (2) In the case of responses involving personal injury or significant property loss, RFPS acknowledges that the provincial Fire Commissioner may require the prompt furnishing of reports and RFPS will provide reports in connection with such responses forthwith.
- (3) The parties will investigate ways and means by which reports may be electronically transmitted by RFPS either to the GTHA or, as agent of the GTHA and not as its Local Assistant, directly to the Fire Commissioner's Office.
- (4) RFPS will provide the GTHA with the details of all inspections that are conducted within the Fire Service Area.

Indemnification and Release

- 16. The Parties agree that the City will also be the municipality when responding to Alarms and delivering Fire Services within the Fire Services Area and RFPS will have all the authorities and immunity granted by *The Fire Prevention Act* and *The Cities Act*.

Insurance

- 17.(1) Each party will secure and maintain in force during the currency of this Agreement such policy or policies of liability insurance to limits as would be secured and maintained by prudent parties in such circumstances, having limits in any event of not less than \$5,000,000 per occurrence.
- (2) Each party will on request provide the other party with evidence of insurance in the form of a certificate of insurance completed by a duly authorized representative of their insurer.

Notices

- 18. Notices or documents to be given or tendered pursuant to this Agreement will be sufficiently given or tendered if personally delivered, posted or faxed to the parties:

in the Case of the City to:
Fire Chief
City of Regina
P.O. Box 1790
Regina, Saskatchewan, S4P 3C8
Fax: 306-777-6807

in the case of the GTHA, to:
Vice President, Finance
Global Transportation Hub
Unit 300, 12222 Ewing Avenue
Regina, Saskatchewan, S4M 0A1

Default

- 19.(1) If:
 - (a) The GTHA should fail to pay monies to the City as required under this Agreement;
 - (b) The GTHA should breach any other term of this Agreement; or
 - (c) The GTHA is causing or permitting conditions in the Fire Services Area such that the City considers a risk to health or safety of persons or property is imminent;

that will constitute a default under this Agreement and the City may give to the GTHA a notice of default requiring the default to be cured within 30 days of the delivery of the notice if the default is a failure to pay monies or 60 days for other defaults (or such longer time as the City may consider reasonable) (the "Cure Period"), EXCEPT that in the case of an emergency that the City considers may threaten the health or safety of

persons or property, the City may require the GTHA to remedy the default within 24 hours or less time, depending on the circumstances of the Emergency.

- (2) If the City is unable to or fails to provide the Fire Services in the manner or to the standard required under this Agreement, the GTHA may contract with another municipality or fire department for the same services, or take such further action required to respond to an alarm or emergency as reasonably required, and in such an event, the City shall within 15 days of receipt of an invoice from the GTHA pay to GTHA all such costs related to such contracts or actions, or credit the GTHA for such an amount on the next RFPS invoice date.

City May Remedy

20. If the GTHA fails to remedy a default within the time specified by the City, the City may (but is not obligated to do so), at any and all times, take all steps considered necessary by it to remedy a default of the GTHA under this Agreement.
21. Notwithstanding any other section of this Agreement, in the case of an Emergency that the City considers threatening to the health or safety of persons or property, the City may choose to immediately remedy a default of the GTHA without giving the GTHA a notice of default or any opportunity for the GTHA to cure the default, but in that case the City shall, as soon as possible, give the GTHA a notice of the actions that the City has taken and the reason(s) for it.
22. The GTHA shall within 15 days of receipt of an invoice from the City pay to the City all its out of pocket costs for remedying GTHA defaults, including costs of contractors, subcontractors, engineers and other professional advisors, plus a 15% addition as partial compensation for City staff time.
23. Following the City exercising its right to immediately remedy a default the GTHA will have the right, at its discretion for a review to be conducted of the actions taken. In the event that it is determined that these actions were unnecessary the GTHA may not be responsible for out of pocket costs and City staff time incurred.

Arbitration

24. In the case of a dispute between the parties hereto concerning any aspect of this Agreement, either party shall be entitled to give the other notice of such dispute and demand arbitration thereof. Within fourteen (14) days after such notice and demand have been given, each party shall appoint an arbitrator. The parties agree that the decision of the two arbitrators so appointed shall be final and binding upon the parties. *The Arbitration Act, 1992*, of Saskatchewan shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the parties.

Termination

- 25.(1) If the GTHA should default under this Agreement and the GTHA does not cure the default within the Cure Period, the City may terminate this Agreement by giving written notice of the termination to the GTHA after the end of the Cure Period.
 - (2) In the event the effective date of termination under subsection (1) is other than December 31st of any year, the annual charge will be adjusted to the nearest month, as of the effective date, and payments or rebates will be tendered accordingly.
 - (3) If the GTHA cures the default within the Cure Period, the Agreement will continue in full force and effect.
 - (4) Termination under this section will not extinguish any right, entitlement, liability or covenant as to payment arising under the Agreement, and the same will be enforceable whether before or after the effective date of termination.
26. The releases and indemnities granted under this Agreement will survive the termination of this Agreement for two years from the date of termination, with respect to any cause, act or omission arising or occurring during the Agreement.
27. The GTHA may terminate this Agreement by giving written notice of the termination to the City, at least one (1) year from the date of such termination.

General Provisions

- 28. If any provision of this Agreement or the application thereof to any party or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances, if any, will be unaffected thereby and will be enforced to the greatest extent permitted by law.
- 29. This Agreement may be amended by mutual written agreement of the Parties.
- 30. A waiver by either party of the strict performance by the other of any covenant or provisions of this Agreement will not constitute waiver of any subsequent breach of any such covenant or provision, or of any other covenants, provisions or terms of this Agreement.
- 31. The parties will take such further action and execute such further documents as are reasonable necessary to fulfil their respective obligations herein..
- 32. This Agreement contains all the terms and conditions agreed to by the Parties; all previous fire service agreements between the Parties are no longer in effect.
- 33. This Agreement binds and enures to the benefit of the parties, their respective successors and assigns.
- 34. This Agreement is governed by the laws of Saskatchewan.
- 35. This Agreement was executed as of the date first above written.

CITY OF REGINA


City Clerk



THE GLOBALTRANSPORTATION
HUB AUTHORITY
Signature Removed

seal)

Schedule A

ANNUAL & RESPONSE FEES

A. Annual Fee:

The annual fee for Fire Services under the Agreement will be calculated as follows:

$$\text{GTHA Assessed Value} * \text{Ratio to Pooled Assessed Value} = \text{Annual Fee}$$

where:

“GTHA Assessed Value” means the total assessed value of all Assessed Lands and improvements within the Fire Service Area.

“Total Cost” means the aggregate annual cost to run the fire department and includes Fire Department Operating Budget (excluding emergency management), Facility Operating Costs, Capital Renewal, and City Overhead (as determined annually pursuant to subsection 5(3) of the Agreement)

And “Ratio to Pooled Assessed Value” means the Total Cost divided into the sum of all assessed values (as determined annually pursuant to subsection 5(3) of the Agreement) from each participating authority of a fire service agreement.

Example of 2014 Annual Fee:

Fire Service Agreement Fee Formula		
	GTHA	City
Assessed Value (2014)		23,944,903,100
RFPS Gross Operating (2014)		\$ 40,205,650
City Overhead 22%		\$ 8,845,243
Capital Renewal		\$ 1,155,030
Total Cost		\$ 50,205,923
Ratio to Pooled Assessed Value		0.20967%
Annual Fee, (Total Cost * Ratio to Pooled AV)		50,205,923.00

B. Response Fee

A response fee per response shall be calculated as follows:

$$\text{Total Cost} / \text{Total Alarms} = \text{Response Fee}$$

where:

“Total Alarms” means the aggregate annual alarms as a result of an alarm dispatch during the calendar year.

Schedule B

{Map of Fire Services Area}

