

FIRE SUPPRESSION AGREEMENT WITH THE RESORT VILLAGE OF ISLAND VIEW

THIS AGREEMENT is made in duplicate effective on this	day of	2025;

BETWEEN: The Resort Village of Island View

Comp 3, R.R. 1

Bulyea, Saskatchewan S0G 0L0

(in this Agreement referred to as the "Resort Village")

AND

The Town of Strasbourg P.O. Box 369

Strasbourg, Saskatchewan S0G 4V0

(in this Agreement referred to as the "Town")

WHEREAS the Resort Village requires fire suppression and rescue services for its residents and ratepayers;

WHEREAS the Town has agreed to provide such services to the Resort Village through the Strasbourg & District Fire & Rescue (hereinafter referred to as "SDFR") upon the Resort Village's request and in exchange for compensation as described herein;

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

1. SERVICE PROVISION

- 1.1 The Town shall provide fire suppression and rescue services to the entirety of the Resort Village when called upon to do so, subject to the limitations and conditions hereinafter set forth.
- 1.2 Fire suppression and rescue services are provided by SDFR as a single, integrated service to ensure operational efficiency, cost-effectiveness, and readiness for all emergencies. As such, the Resort Village shall not have the option to pay for or utilize them separately.

2. FINANCIAL CONTRIBUTIONS

- 2.1 The Resort Village shall pay the Town an annual fire suppression and rescue levy as outlined in Schedule "A" to this agreement (the "Levy"). For the purposes of this Agreement, the fire suppression levy and the rescue levy are separated out for more description and transparency, but the levies are merged and paid as one.
- 2.2 At the request of either Party, the Levy may be reviewed and, upon mutual agreement, amended, no more frequently than every two (2) years, for the express purpose of reflecting updated assessments.
- 2.3 The Resort Village shall pay all invoices for fire call-outs, mutual aid, and additional charges as per Schedule "B" to this agreement within forty-five (45) days of issuance.



- 2.4 The Levy shall be paid by April 15 of each year.
- 2.5 The Town reserves the right to suspend fire suppression and rescue services to the Resort Village if the Resort Village fails to pay any amount due pursuant to this Agreement within, after providing written notice of delinquency and the expiration of a fourteen (14) day grace period:
 - 2.5.1 Forty-five (45) days for invoices related to call-outs, mutual aid, and additional charges as contemplated at section 2.3 herein; and
 - 2.5.2 Ninety (90) days for the Levy.

3. EQUIPMENT & CAPABILITIES

- 3.1 Fire suppression and rescue services are subject to the availability of equipment, trained volunteer firefighters, and water supply. The Town makes no representation, warranty, or guarantee whatsoever in relation to the availability of equipment, trained volunteer firefighters, or water supply.
- 3.2 The current inventory of SDFR equipment and capabilities is outlined in Schedule "C" to this Agreement.

4. ADMINISTRATIVE REQUIREMENTS

- 4.1 The Town shall provide annual written updates and host at least one (1) collaborative planning meeting ("Planning Meeting") with all entities receiving services from SDFR ("Participant Entities"). Meeting minutes shall be recorded and made available to all Participant Entities.
- 4.2 Planning Meetings are for the express purpose of providing a forum for Participant Entities to provide input on the following items:
 - a. Capital equipment purchases; and
 - b. Enhancements for regional fire and rescue capacity, including without limitation water sources, municipal bylaw changes, on-site practice exercises.
- 4.3 Each Participant Entity is required to appoint at least one (1) representative to attend the Planning Meeting.
- 4.4 Participating in Planning Meetings does not grant Participant Entities management or regulatory authority over the SDFR.
- 4.5 In the event of a fire or other emergency within the Resort Village, the SDFR shall, upon the Resort Village's request, debrief the Resort Village Council within one (1) month of such emergency or such other longer period as may be reasonable in the circumstances.

5. FIRE BANS

- 5.1 If the Resort Village intends to implement or remove a fire ban, the SDFR and Town shall be notified via email and telephone. The Resort Village shall endeavor to provide the SDFR and the Town with as much notice of the implementation or removal of a fire ban as is reasonably practicable in the circumstances.
- 5.2 It is recommended that the Resort Village consult with the SDFR Fire Chief prior to implementing a fire ban.



6. ROAD CLOSURES

6.1 If the Resort Village closes or is aware of a closed road, the Town and SDFR shall be notified as soon as reasonably practicable by email and telephone.

7. AGREEMENT TERMS & TERMINATION

- 7.1 This Agreement constitutes the only agreement between the Parties regarding the subject matter hereof, and supersedes any prior agreements between the Parties regarding fire suppression and rescue services.
- 7.2 This Agreement shall remain in force indefinitely, unless and until terminated by one of the Parties in accordance with this Article 7.
- 7.3 Upon the request of either Party, this Agreement may be reviewed no more frequently than every two (2) years to assess service provisions, operational effectiveness, and necessary updates, including but not limited to assessment and Levy adjustments. For greater certainty, this Agreement shall remain in force unless and until terminated in accordance with its provisions, regardless of whether or not a review has taken place under this section.
- 7.4 Either Party may terminate this Agreement by providing one (1) year's written notice to the other Party.
- 7.5 In addition, either Party may terminate this Agreement where:
 - 7.5.1 The other Party has committed one or more legal violations; or
 - 7.5.2 The other Party has committed one or more significant breaches of this Agreement;

In the circumstances described in 7.5.1 or 7.5.2, the Party seeking to terminate the agreement shall provide the other party with written notice of the violation or breach and a minimum of sixty (60) days notice to cure the violation or breach. Should the Party receiving such notice fail to cure the violation or breach within 60 days, this Agreement may be terminated with immediate effect upon notice in writing to the other Party. Significant breaches include, but are not limited to, failure to provide agreed-upon services, repeated non-payment, safety violations, or any other material failure to comply with the terms of this Agreement.

- 7.6 This Agreement may be terminated by either Party upon sixty (60) days written notice in the event of an occurrence of a force majeure.
- 7.7 Any rights of termination under this Article 7 do not detract from and are in addition to the right of the Town to suspend services for non-payment pursuant to section 2.5 hereof.

8. DISPUTE RESOLUTION

- 8.1 The Resort Village and Town shall attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives from each of the Councils with authority to settle the relevant dispute.
- 8.2 Any Party raising a dispute shall provide written notice to the other Party, outlining the nature of the dispute and proposed resolution steps.

- 8.3 If unresolved within fourteen (14) days of written notice, the dispute shall proceed to mediation.
- 8.4 If mediation does not result in a resolution within thirty (30) days, the dispute shall be referred to binding arbitration in accordance with *The Arbitration Act*, 1992 (Saskatchewan).

9. GENERAL

9.1 Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed properly given if delivered personally, sent by registered mail, or transmitted by email (with confirmation of receipt) to the following addresses:

For the Resort Village:

Resort Village of Island View Comp 3, R.R. 1 Bulyea, Saskatchewan S0G 0L0 Email: islandview@sasktel.net Attention: Chief Administrative Officer

For the Town:

Town of Strasbourg P.O. Box 369 Strasbourg, Saskatchewan S0G 4V0 Email: admin.strasbourg@sasktel.net Attention: Chief Administrative Officer

- 9.2 Notices shall be deemed received as follows:
 - 9.2.1 If delivered personally, on the date of delivery;
 - 9.2.2 If sent by registered mail, five (5) business days after mailing; and
 - 9.2.3 If sent by email, upon confirmation of receipt.
- 9.3 It is expressly understood and agreed by the parties hereto that the Town, its councillors, employees, and the SDFR volunteers, shall not in any manner be liable for its failure to respond to any fire or rescue calls, or be liable for damage to property or persons occasioned by fire, water, or for any other reason whatsoever, including misfeasance, nonfeasance, or negligence on the part of the Town and its councillors, employees and the SDFR and its volunteers while attending a fire or rescue call or travelling to or from a fire or rescue call. This limitation shall not apply in cases of willful misconduct, or acts conducted in bad faith.
- 9.4 The Town and SDFR shall operate in compliance with *The Fire Safety Act* (Saskatchewan) as the same may be amended or replaced from time to time and any and all applicable regulations.
- 9.5 This Agreement shall enure to the benefit of and be binding upon the heirs, successors, administrators, and permitted assigns of the Parties.

- 9.6 This Agreement shall constitute the entire agreement between the Parties and supersedes all prior discussions or representations.
- 9.7 Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both Parties.
- 9.8 This Agreement shall be governed by the laws of the Province of Saskatchewan, with exclusive jurisdiction granted to its courts.
- 9.9 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 9.10 Each Party represents and warrants that it has the necessary authority to enter into and execute this Agreement.
- 9.11 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered electronically, by facsimile, or via secure digital signature platform shall be deemed to have the same legal effect as delivery of an original signed copy.
- 9.12 This Agreement shall take effect upon the Village passing a Bylaw ratifying its terms. A certified copy of such Bylaw shall be provided to the Town CAO.

[Remainder of page intentionally left blank. Execution page follows.]



For the Resort Village of Island View	
	[SEAL]
Mayor	
Chief Administrative Officer	
For the Town of Strasbourg	
	[SEAL]
Mayor	[02,12]
Chief Administrative Officer	



LEVY CALCULATION

SCHEDULE "A" TO FIRE AGREEMENT WITH THE RESORT VILLAGE OF ISLAND VIEW

1. FIRE SUPPRESSION SERVICES LEVY FORMULA

1.1 The Resort Village shall make an annual financial contribution to the Town of Strasbourg for fire suppression services by the following formula:

Total Assessment of Resort Village
Combined Total Assessment of x
Total Fire Suppression Service Area

Annual Fire Suppression
Operating & Capital Budget

- 1.2 The total assessment for fire suppression services in the Resort Village at the signing of this Agreement is \$44,069,000.
- 1.3 The combined total assessment of the total contract area serviced by the SDFR for fire suppression services is \$428,218,798.
- 1.4 The annual operating and capital budget for fire suppression services as set by the Town of Strasbourg for necessary operation of the SDFR is \$132,000 (60% operating, 40% capital). The Town of Strasbourg is responsible for 50% of the budget cost or \$66,000. The remaining \$66,000 is shared amongst the rest of the entities in the contract area.

2. RESCUE SERVICES LEVY FORMULA

2.1 The Resort Village shall make an annual financial contribution to the Town of Strasbourg for rescue services by the following formula:

Total Assessment of Resort Village
Combined Total Assessment of x
Total Rescue Service Area

Annual Rescue Operating
& Capital Budget

= Rescue Levy

- 2.2 The total assessment for rescue services in the Resort Village at the signing of this Agreement is \$44,069,000.
- 2.3 The combined total assessment of the total contract area serviced by the SDFR for rescue services is \$887,334,700.
- 2.4 The annual operating and capital budget for rescue services as set by the Town of Strasbourg for necessary operation of the SDFR is \$16,500 (60% operating, 40% capital). The Town of Strasbourg is responsible for 50% of the budget cost or \$16,500. The remaining \$16,500 is shared amongst the rest of the entities in the contract area.

3. TOTAL LEVY

3.1 The fire suppression levy for the Resort Village is \$6,792.21 and the rescue levy is \$819.46, for a combined total of **\$7,611.68**.



SERVICE FEES

SCHEDULE "B" TO FIRE AGREEMENT WITH THE RESORT VILLAGE OF ISLAND VIEW

Service	Fee
Fire Call-outs	\$7,000.00 for the first 3 hours (minimum charge)
	\$2,000.00 for every additional hour. Computation of time charged shall be based on departure from the Fire Hall until back in service at the Fire Hall.
Plated Vehicle Extrication Services	Current Saskatchewan Government Insurance (SGI) Rate.
Rescue Call-outs	\$2,000.00 per hour. Includes Carbon Monoxide Alarms, Farm Equipment Rescue, High-Angle Rescue, Low-Angle Rescue, and Non-Plated Vehicle Rescue.
Additional Town Water Usage	If the SDFR has to return to the Town of Strasbourg for additional fills from the Town's treated water system, it will be billed at \$6.00/100 gallons.
Ambulance Call-outs	As per current rate from Emergency Medical Services (EMS). Will be billed in addition to fire call-out fees if EMS attends a fire call with the SDFR and bills the Town of Strasbourg.
Foam Usage	Billed at current pail replacement cost if used during a fire or rescue emergency. Billed in addition to fire call-out fees.
Third Party Equipment Usage	Billed at invoice cost of equipment contractor providing the service during a fire or rescue emergency.
False Alarms	\$500.00 minimum call-out, plus \$6.00/km travelled.
Mutual Aid Fees	Varied - Fees set by each attending fire department to a mutual aid call, and billed in addition to the SDFR call-out fees and any other associated fees.
STARS Landing	\$500.00 flat rate. **This is billed directly to the municipality, and is to be paid for by the municipality only. It is not to be invoiced to the municipality's ratepayer.



EQUIPMENT & CAPABILITIES

SCHEDULE "C" TO FIRE AGREEMENT WITH THE RESORT VILLAGE OF ISLAND VIEW

1. EQUIPMENT

- 1.1 At the signing of this Agreement, the SDFR has the following equipment, inventory, and personnel available for fire suppression and rescue services:
 - a. 2011 Rosenbauer Tanker/Pumper Fire Truck with front-mount monitor and pump
 & roll capability
 - b. 2000 GMC Fire Truck with front-mount monitor and pump & roll capability
 - c. 1996 International Rescue Truck with associated equipment
 - d. Holmatro Pentheon Rescue Tools including cutter, spreader, combi-tool, ram, struts, and air bag lifter
 - e. Thirty (30)+ trained Volunteer Firefighters
 - f. Ten (10) complete breathing apparatuses with twenty (20) spare air bottles, and a 6,000 psi air compressor
 - g. Various other tools, ladders, hoses, nozzles, etc.
- 1.2 Every fire and rescue call-out are attended by the Tanker/Pumper Truck, the Fire Truck, and Rescue Truck simultaneously, and by all members available.

2. CAPABILITIES & SERVICES

- 2.1 The SDFR has the following capabilities and can offer the following services:
 - a. Offensive Firefighting entering a burning structure when a live person is known to be inside or something of significance is to be gained all while wearing approved breathing apparatuses
 - b. Defensive Firefighting protecting surroundings from nearby fire; nothing is to be gained by firefighting offensively
 - c. Wildland Firefighting
 - d. Level II Vehicular Rescue removal of victims from all types of vehicles after an incident in coordination with EMS
 - e. STARS Landings Assistance as required at accident scenes and for EMS upon request
 - f. Hazardous Good Incident Attendance as required
 - g. Grain Rescue rescue from grain bins, grain trucks, etc.
 - h. Basic Rope Rescue as required
 - i. Search and Rescue Assistance as required
 - j. Trench Rescue & Structural Collapse Support Operations as required
 - k. Rapid Intervention Rescue as required
 - I. Four Gas Detection including CO, H2S, SO2, NO2, and O2 detection
- 2.2 The SDFR can also offer the following to communities:
 - a. Outreach Fire Prevention & Training
 - b. Parade Attendance
- 2.3 The SDFR members train in-house monthly and on other occasions as planned.
- 2.4 The SDFR holds annual memberships and attend frequent meetings and training sessions with the Saskatchewan Volunteer Fire Fighters Association (SVFFA) and the Saskatchewan Association of Fire Chiefs (SAFC).
- 2.5 All fire and rescue reports are filed with the Saskatchewan Public Safety Agency.