

To: Mayor and Members of Council

May 3, 2011

Re: Regina Auto Racing Club – Fire Protection Agreement

Background

The Regina Auto Racing Club also known is requesting fire suppression services from the White City Fire Department for their races occurring at the King's Park Speedway. The Town has provided fire suppression services to the Club for the past 6 years.

Discussion

The attached agreement is for 2011 and it expires on September 26, 2011. The terms of the agreement are the same as last year.

- The services provided to RACS is for activities related to racing, any fires, major in nature, will remain the responsibility of the RM of Sherwood.
- In the event a fire should occur in the Town and at the King's Park Speedway, the Fire Department will attend to the fire in the Town firstly.

Budget Implications

The remuneration for this agreement is \$1,200 for the year.

Conclusion

The Town of White City Fire Department is aware of this request for services and is not opposed to providing fire protection services.

Recommendation

Administration recommends Council pass the following motion:

THAT the Town of White City enter into an agreement with the Regina Auto Racing Club for fire protection services for the 2011 race season at the King's Park Speedway,

AND THAT a copy of the agreement be attached hereto.

Respectfully submitted,



Shauna Bzdel,
Town Manager

FIRE PROTECTION AGREEMENT

This Agreement made this _____ day of _____, 2011.
BETWEEN:

THE TOWN OF WHITE CITY,
(hereafter referred to as "the Town")

OF THE FIRST PART

THE REGINA AUTO RACING CLUB,
(hereafter referred to as the "RARC")

OF THE SECOND PART

WHEREAS the RARC wishes to obtain fire suppression services from the White City Fire Department which is owned, operated and maintained by the Town (hereinafter called the "Fire Department"); and

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

ARTICLE I

- 1.01 It is understood and agreed that the Town is to provide fire services to the RARC King's Park Speedway for activities related to racing.
- 1.02 The Town shall begin performing the obligations stated in Article 1.01 the day following the execution of this agreement.
- 1.03 It is understood and agreed that fire services major in nature for such items like facilities will continue to be the responsibility of the R.M. of Sherwood by their agreement with City of Regina.

ARTICLE II

2.01 This Agreement is subject to the following conditions for benefit of the Town:

- a. Dispatching of the Fire Department to the scene of a fire will be the responsibility of the Town 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.
- b. The Town 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 that a fire should occur in both the Town and the RARC at the same time, the Fire Department shall firstly attend to the fire in the Town; and if a fire should occur in the Town while the Fire Department is attending to a fire at the RARC, the Town Fire Chief or his designate may withdraw the Fire Department from attending the fire at the RARC, at the discretion of the Fire Chief or his designate.
- d. In the event of inclement weather, prevailing or poor road conditions existing, the Town 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 at the RARC.
- e. In the event the Fire Department is not equipped or capable of fighting any particular fire, the Town Fire Chief or his designate may withdraw the Fire Department from attending, commencing, or continuing to fight such fire.

2.02 The Town covenants and agrees for the benefit of the RARC as follows:

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

- b. The Town shall respond to any fire at the RARC 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 Town shall engage such fire-fighting personnel as may be required to provide services required hereunder.

ARTICLE III – LIABILITY

- 3.01 Except in the case of gross negligence, the RARC covenants and agrees to waive and discharge all claims, demands, suits, and actions that it may have at any time against the Town, the Fire Department, and firefighters 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.
- 3.02 Except in the case of gross negligence, the RARC undertakes and agrees to indemnify and save the Town harmless from any and all claims, suits, or demands made against the Town by residents of the RARC and claimants against the RARC of whatsoever nature arising out of a resulting from the actions undertaken by the Fire Department in accordance with the terms and conditions of this Agreement.

ARTICLE IV – REMUNERATION

- 4.01 The RARC shall pay to the Town the sum of \$1,200.00. This Agreement may only be extended by execution of a new Agreement.

ARTICLE V – TERM

- 5.01 The term of the Agreement shall end on September 26, 2011. This Agreement may only be extended by execution of a new Agreement.

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

THE TOWN OF WHITE CITY

(S E A L)

Mayor

Town Manager

THE REGINA AUTO RACING CLUB

Witness

President

Date: _____