

BYLAW NO. 04-2010

A BYLAW OF THE RURAL MUNICIPALITY OF PENSE NO. 160  
AUTHORIZING COUNCIL TO ENTER INTO  
AN AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID AREA

**WHEREAS;** provision is made in Sections 8 and 42 of *The Municipalities Act*, enabling Council to enter into agreements with other municipalities for the furnishing of fire-fighting services and firefighting equipment beyond municipal boundaries, on any terms that may be agreed on; and

**WHEREAS;** the Council of the **Rural Municipality of Pense No. 160** deems it expedient to enter into an agreement for the purpose of establishing a Municipal Mutual Aid Area, to pool the resources of participating municipalities and improve their emergency response capabilities;

**NOW THEREFORE;** the Council of the **Rural Municipality of Pense No. 160** in the Province of Saskatchewan enacts as follows:


1. The **Rural Municipality of Pense No. 160** is hereby authorized to enter into an agreement with the Councils of:
  - 1) **The Town of Rouleau** , and
  - 2) **The Rural Municipality of Redburn No. 130** , and
  - 3) **The Rural Municipality of Elmsthorp No. 100** , and
  - 4) **The Rural Municipality of Bratt's Lake No. 129** , and
  - 5) **The Village of Pense** , and
  - 6) **The Village of Wilcox** , and
  - 7) **The Village of Avonlea** , and
  - 8) **The Village of Briercrest**

the terms of which are attached hereto and marked as Exhibit "A".

2. The Reeve and Administrator of the **Rural Municipality of Pense No. 160**, are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.
3. This bylaw shall come into force and take effect on the final passing thereof.



  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

Certified a true copy of  
Bylaw No. 04-2010 adopted  
by the Council of the  
Rural Municipality of  
Pense No. 160 on the 14<sup>th</sup>  
day of April, 2010.





MEMORANDUM OF AGREEMENT made this 16th day of March, 2009.A.D.

BETWEEN:

The Town of Rouleau  
a municipal corporation in  
the Province of Saskatchewan  
(hereinafter referred to as "the Town")

OF THE FIRST PART

AND

The Rural Municipality of Pense No. 160 , and  
The Rural Municipality of Redburn No. 130 , and  
The Rural Municipality of Elmsthorpe No. 100 , and  
The Rural Municipality of Bratt's Lake No. 129 , and

The Village of Pense , and  
The Village of Wilcox , and  
The Village of Avonlea , and  
The Village of Briercrest

all municipal corporations in  
The Province of Saskatchewan  
(hereinafter referred to as "participating Municipalities")

OF THE SECOND PART

WHEREAS:

- A. The parties above mentioned deem it expedient to enter into an agreement for the purpose of establishing a Mutual Aid Area, to pool the resources of participating municipalities and improve their emergency response capabilities; and
- B. The parties to this agreement mutually acknowledge that each may not in all cases be able to respond with sufficient resources to calls for Fires Services from within their jurisdictions, and the Councils of the fire departments named in section 3.3, deem it expedient and in the public interest to provide aid, each to the other, in such circumstances; and
- C. The Parties are empowered pursuant to s. 42(2) of The Municipalities Act to enter into agreements with other municipalities for the furnishing of fire-fighting services and fire fighting equipment beyond urban boundaries, on any terms that may be agreed on; and
- D. The Parties wish to agree herein to terms upon which the organization and pooling of emergency response resources, including fire-fighting services and equipment may be provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1.0 DEFINITIONS

1.1 The following words and phrases shall for the purposes of this agreement have the meanings ascribed to them in this Section 1.0:

"Assisting Party" means the Party requested to provide Fire Services hereunder by the Party primarily responsible for the provision of Fire Services within the boundaries of a municipality, whether or not assistance is actually extended.


"Service Charge(s)" means those charges for the provision of Fire Services as have been adopted, and which may be amended from time to time, by bylaw of the Council of each Party.

"Fire Chief" means in the case of either Party the person responsible for the operation and management of the Fire Department, including designate(s) of the Fire Chief.

"Fire Services" means fire fighting and rescue services, and may depending on the scope of a particular fire department and first responders include first-line medical aid and response to hazardous materials discharges, explosions, spills and other mishap.

"Incidental Command Procedures" means those procedures for the establishment and/or transferring of command over fire-fighting and related services at the scene of a fire or other emergency.

"Requesting Party" means the Party which has the primary obligation to respond to fire alarms and other emergencies within a municipal territorial jurisdiction and which requests assistance from the other party pursuant to this agreement.

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**2.0 TERMS OF AGREEMENT**

- 2.1 That the parties of this agreement form a Municipal Mutual Aid Area.
- 2.2 That each party with an active fire department may assist any other party to the agreement, with certain fire suppression services.
- 2.3 That each party to the agreement may assist any other party to the agreement, in the event of a disaster.
- 2.4 That the objectives of the Mutual Aid Area are as follows:
  - a) To provide a unified, effective organization among participating municipalities through reciprocal assistance, expertise, and equipment in a declared disaster or situation of need.
  - b) The parties agree to prepare and distribute a list of available resources in their municipality, including equipment and manpower services.
  - c) That the resource list be annually updated and distributed among the Parties.
- 2.5 This Agreement shall be of force and effect from the effective date, and shall continue in effect until the expiration of sixty (60) days following notice of termination by either Party in accordance with Section 12.0.
- 2.6 The effective date shall be the date upon which the last Party executes these presents, following ratification hereof, by bylaw, by the Councils of the Town and participating Municipalities.

**3.0 FIRE SERVICES MUTUAL AID**


- 3.1 As and from the effective date, each Party hereto may request Fire Services from the other Party and such Fire Services, if given, shall be requested and extended in accordance with and subject to the terms and conditions set forth in this agreement.
- 3.2 Fire Services may be requested either where the Requesting Party is unable to respond to a call from within its jurisdiction or is unable to respond with personnel or equipment adequate, in the opinion of the Requesting Party, to address the emergency.
- 3.3 The following parties operate fire departments and supply thereby certain fire suppression services to their respective population:
  - Rouleau Fire Department**
  - Pense Fire Department**
  - Avonlea Fire Department**
  - Briercrest Fire Department**
  - Wilcox Fire Department**
- 3.4 That each party to this agreement hereby authorizes any of the following officials to call for such services offered through this agreement:
  - Emergency Dispatch Services (911)
  - E.M.O. Coordinator,
  - Mayor, Reeve including their named designates,
  - Alderman or Councillors,
  - Fire Chiefs including their named designates,

**4.0 PROTOCOLS AND PROCEDURES**

- 4.1 The Assisting Party shall, unless command is transferred at the scene of the emergency provide assistance under the direction of the senior officer of the Requesting Party.
- 4.2 In the event the Assisting Party is the only party at the scene of a fire or other emergency, the Assisting Party shall provide emergency services in accordance with the policies and operating procedures of the Assisting Party.
- 4.3 The Fire Chiefs may establish protocols for transferring command at a fire or other emergency scenes.

**5.0 ASSISTANCE DISCRETIONARY**

- 5.1 The Parties acknowledge that each has a primary obligation to provide Fire Services as well as other emergency services within the boundaries of its own municipality, and that the provision of aid to the Requesting Party may not be advisable, on a call by call basis, having regard to such factors as the state of available resources, the nature of the incident giving rise to the request for aid, the distances involved, and the existence or apprehension of emergencies or potential emergencies within the Assisting Party's municipality. Accordingly, the Fire Chief of a Party receiving a request for assistance shall have the sole and unfettered discretion to decline to authorize Fire Services to a Requesting Party and may exercise such discretion without stating reasons. Further, the Assisting Party may divert personnel and equipment to another scene notwithstanding a response in aid of the

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Requesting Party or may withdraw from a scene, whether or not the Assisting Party is in command thereof, if in the sole discretion of the Fire Chief of the Assisting Party another alarm, emergency or location should be afforded a higher priority, and may exercise such discretion without stating reasons.

#### 6.0 PROCEDURE FOR REQUESTS

- 6.1 The Fire Chief (or other designate mentioned in section 3.4) of the Requesting Party shall have and is hereby granted full and sufficient authority to request Fire Services from the Assisting Party.
- 6.2 The Fire Chief of the Assisting Party shall have and is hereby granted full and sufficient authority to provide or, in his discretion, to decline to provide Fire Services to the Requesting Party.
- 6.3 The Fire Chief of the Assisting Party is further authorized to dispatch such personnel and equipment as can be allocated for the response, in his judgment, and may do so without verifying the *bona fides* of the call or the alarm giving rise to the request. The Parties agree to co-operate in establishing protocols for confirming the identity of the caller on behalf of the Requesting Party so as to preclude so far as possible false alarms and requests for assistance are made under false pretences.

#### 7.0 SERVICES CHARGE

- 7.1 The Assisting Party shall charge fees for the provision of Fire Services hereunder, in accordance with the charges adopted by bylaw by the council of the Assisting Party, it being provided that the fees charged by the Town and the participating Municipalities may be different.
- 7.2 It is acknowledged that Service Charges may be reviewed from time to time by the respective councils of the Town and participating Municipalities. Service Charges may be amended during the currency of this Agreement, by bylaw. Upon changing Service Charges, the party making the change shall immediately notify the other parties and shall furnish participating Municipalities with a copy of the bylaw effecting such changes.
- 7.3 Following the provision of Fire Services the Assisting Party shall prepare and deliver to the Requesting Party an itemized invoice for payment. The Requesting Party shall remit payment of the amount so billed within 30 days of receipt of invoice. Failing payment as required, the Requesting Party shall pay interest on the debt or such portion thereof as remains unpaid, at the prime rate of interest of the Bank of Canada plus two (2%) per cent, such interest to be calculated from the date payment is overdue to the date of payment in full.

#### 8.0 EMERGENCY MEASURES

- 8.1 The provisions of this Agreement are not in lieu of plans made in respect of emergency measures nor does this agreement derogate from the duty of the Parties hereto to follow protocols and lawfully report to authorities and agencies in cases of discharges of pollutants, spills or discharges of hazardous materials, hazardous waste materials, mishaps in the transportation of dangerous goods and incidents of like nature.

#### 9.0 INSURANCE

- 9.1 The Parties each covenant and agree that they shall carry property insurance covering their respective equipment and comprehensive general liability insurance to commercially reasonable limits.

#### 10.0 MUTUAL RELEASES

- 10.1 Each Party agrees to remise and release the other Party in respect of damage to or loss of property and in respect of personal injury (including death) occurring in the course of requesting or providing assistance under this agreement, and each expressly waives any cause of action in respect of such loss or injury as against the other Party, howsoever arising.

#### 11.0 INDEMNIFICATION


- 11.1 The Parties expressly covenant and agree that the Requesting Party shall, in respect of third party claims of any nature arising from the provision of Fire Services by the Assisting Party under this agreement, indemnify and hold harmless and keep indemnified and held harmless the Assisting Party from and against all loss, costs, claims, expense, demands, claims, actions and causes of action asserted by third parties and in any way arising from performance or non-performance under this Agreement by the Assisting Party. The within covenants of indemnity shall survive the termination of this Agreement with respect to any cause of action arising during the currency hereof.

#### 12.0 TERMINATION

- 12.1 Any Party hereto may terminate this agreement upon sixty (60) days' written notice to such effect.

#### 13.0 GENERAL AND MISCELLANEOUS

- 13.1 The captions, section numbers, article numbers and Table of Contents (if any) appearing in this Agreement are inserted as a matter of convenience only and in no way define, limit, construe or describe the scope or intent of such clauses or articles and such captions, section numbers, article

e.m. 



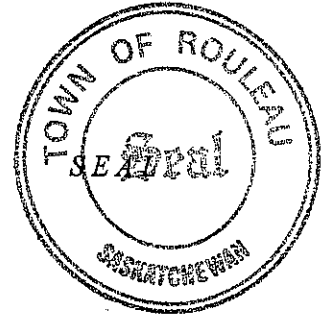
13.10 This agreement shall be binding upon and enure to the benefit of the Parties, their respective successors and representatives.

THIS AGREEMENT executed the day and date first above written by the affixing of the appropriate signatures for all parties.

TOWN OF ROULEAU

*[Signature]*  
\_\_\_\_\_  
Mayor

*[Signature]*  
\_\_\_\_\_  
Administrator

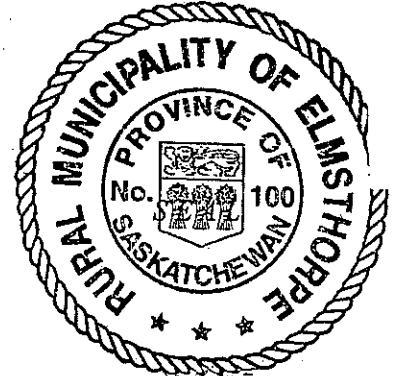


P.O. Box 240  
Avonlea, SK  
S0H 0C0

R.M. OF ELMSTHORPE NO. 100

*[Signature]*  
\_\_\_\_\_  
Reeve

*[Signature]*  
\_\_\_\_\_  
Administrator

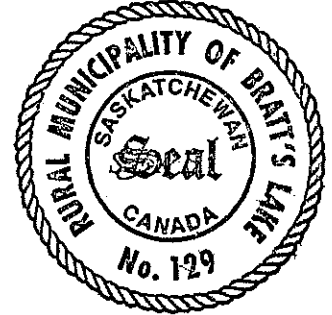


P.O. Box 130  
Wilcox, SK  
S0G 5E0

R. M. OF BRATT'S LAKE No. 129

*[Signature]*  
\_\_\_\_\_  
Reeve

*[Signature]*  
\_\_\_\_\_  
Administrator

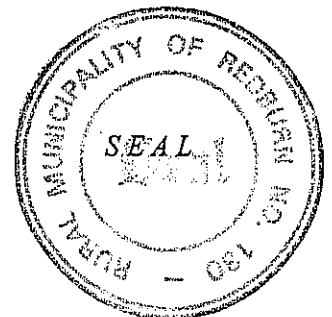


P.O. Box 250  
Rouleau, SK  
S0G 4H0

R. M OF REDBURN No. 130

*[Signature]*  
\_\_\_\_\_  
Reeve

*[Signature]*  
\_\_\_\_\_  
Administrator



P.O. Box 190  
Pense, SK  
S0G 3W0

R. M. OF PENSE No. 160

*[Signature]*  
\_\_\_\_\_  
Reeve

*[Signature]*  
\_\_\_\_\_  
Administrator

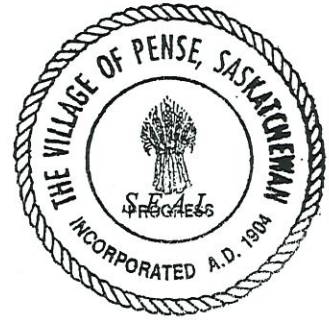


P.O. Box 125  
Pense, SK  
S0G 3W0

VILLAGE OF PENSE

  
\_\_\_\_\_  
Mayor


  
\_\_\_\_\_  
Administrator



P.O. Box 130  
Wilcox, SK  
S0G 5E0

VILLAGE OF WILCOX

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator



P.O. Box 25  
Briercrest, SK  
S0H 0K0

VILLAGE OF BRIERCREST

  
\_\_\_\_\_  
Mayor

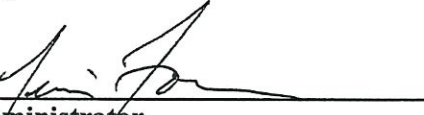
  
\_\_\_\_\_  
Administrator



P.O. Box 209  
Avonlea, SK  
S0H 0C0

VILLAGE OF AVONLEA

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator



Certified a true copy of Exhibit "A"  
of Bylaw No. 04-2010 adopted by the  
Council of the Rural Municipality of  
Pense No. 160 on the 14<sup>th</sup> day of  
April, 2010.

*E. Meadon*

