

The Rural Municipality of Pense No. 160
BYLAW No. 2015-06

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 fire-fighting 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 Pense

2). The Village of Grand Coulee

, and

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.

S E A L

Reeve

Administrator

Municipal Mutual Aid Agreement

MEMORANDUM OF AGREEMENT made this day of , 2015.A.D.

BETWEEN:

The R.M. of Pense No. 160
A municipal corporation in
The Province of Saskatchewan
(hereinafter referred to as “the R.M.”)

OF THE FIRST PART

AND

The Town of Pense
A municipal corporation in
The Province of Saskatchewan
(hereinafter referred to as “the Town”)

OF THE SECOND PART

AND

The Village of Grand Coulee
a municipal corporation in
The Province of Saskatchewan
(hereinafter referred to as “the Village”)

OF THE THIRD 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 deem it expedient and in the public interest to provide aid to each other in such circumstances as considered necessary; and 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
- C. The Parties are empowered pursuant to s. 42 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.

“Municipal Mutual Aid Area” is limited to the boundaries of the R.M. of Pense, Town of Pense and the Village of Grand Coulee.

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“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.

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 the other party to the agreement, with certain fire suppression services.
- 2.3 That each party to the agreement may assist the 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 R.M. and Town, and the Village.

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:

Pense District Volunteer Fire Department
Grand Coulee 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 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

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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 R.M. and Town, and the Village may be different.
- 7.2 It is acknowledged that Service Charges may be reviewed from time to time by the respective councils of the R.M. and Town, and the Village. 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 numbers and Table of Contents shall not in any way other than for reference purposes affect the interpretation or construction of this Agreement.

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- 13.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- 13.3 Subject to the provisions hereof for the revision of fees, this Agreement may not be modified or amended except in an instrument in writing signed by the Parties hereto.
- 13.4 The words "hereof", "herein" and "hereunder" and similar expressions used in any section or subsection of this Agreement or the Schedules relate to the whole of this Agreement and not to that section or subsection only unless otherwise expressly provided. The words "the R.M. and Town" and "the Village" shall mean respectively "the R.M. and Town, its successors and/or assigns" and "the Village, its successors and/or assigns".
- 13.5 If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstance, is to any extent held or rendered unenforceable or illegal then such term, covenant or condition:
- a) is and is deemed to be independent of the remainder of the Agreement and to be severable and divisible there from and its unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
 - b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable or illegal.
- Neither Party is obliged to enforce any term, covenant or condition in this Agreement against any person, if, or to the extent by doing so, such Party is caused to be in breach of any laws, regulations or enactments from time to time in force.
- 13.6 No waiver shall be inferred or implied by any forbearance by either Party hereto or anything done or omitted to be done by a Party with respect to a default, breach or non-observance save only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver. A waiver by either Party of any breach of any term, covenant or condition herein contained shall not be and shall be deemed not to be a waiver of any continuing or subsequent breach of such term, covenant or condition (except as specifically expressed in writing to be so) or of that Party's rights hereunder or of any other term, covenant or condition herein contained. Without limiting the generality of the foregoing the subsequent acceptance of payment by a party is not and is deemed not to be a waiver of any preceding breach or continuing breach by the other party of any term, covenant or condition of this Agreement, regardless of knowledge of any such preceding breach at the time of acceptance of such payment.
- 13.7 Notwithstanding anything to the contrary contained in this Agreement, if either the R.M. and Town, or the Village is bona fide delayed or hindered in or prevented from performance of any term, covenant or act required in this Agreement by reason of strikes, lockouts, labour trouble, inability to procure materials, government intervention or other casualty or contingency beyond the reasonable control of the Party who is by reason thereof delayed in the performance of such Party's covenants and obligations under this Agreement in circumstances where it is not within the reasonable control of such Party to avoid such delay, excluding any insolvency, lack of funds or other financial cause of delay (hereinafter referred to as "Unavoidable Delay"), such performance shall be excused for the period of the delay and the period within which performance is to be effected shall be extended by the period of such delay.
- 13.8 Any notice or demand required or permitted to be given to all affected Parties hereto pursuant to this Agreement (excluding requests for assistance contemplated in section 3) shall be in writing and may be delivered to the Party in person (or to its authorized agent) or by sending it by prepaid registered mail, addressed:

 In the case of the R.M., to: **R.M. of Pense No. 160**
P.O. Box 190
Pense, SK S0G 3W0

 And in the case of the Town and the Village, see signing section of agreement

or to such alternate address in Saskatchewan as either Party may by notice from time to time advise any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then forty-eight (48) hours following the date of mailing, as the case may be, and any time period referred to therein commences to run from the time of delivery or forty-eight (48) hours following the date of mailing, as the case may be. If postal service is interrupted or substantially delayed, any notice, demand, request or other instrument shall be hand-delivered.

- 13.9 Time is of the essence of this Agreement and of every part thereof.

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

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

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

R.M. OF PENSE NO. 160

Reeve

S E A L

Administrator

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

TOWN OF PENSE

Mayor

S E A L

Administrator

Box 72, RR 2, GBS 200
Regina, SK
S4P 2Z2

VILLAGE OF GRAND COULEE

Mayor

S E A L

Administrator