

RURAL MUNICIPALITY OF MONTROSE NO. 315

BYLAW NO. 2020-04

**A Bylaw to provide for entering into an Agreement Respecting
the Provision of Fire Protection Services.**

The Council of the Rural Municipality of Montrose No. 315, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Montrose No. 315 is hereby authorized to enter into an Agreement, attached hereto and forming part of this bylaw and identified as Exhibit "A" and Exhibit "B" with the Rural Municipality of Fertile Valley No. 285, for the purpose of providing and/or receiving fire protection services.
2. The Reeve and the Administrator of the Rural Municipality of Montrose No. 315 are hereby authorized to execute the attached Agreement identified as Exhibit "A" and Exhibit "B".
3. Bylaw No. 1992-1 is hereby repealed.



Rural Municipality of Montrose No. 315

Murray Purcell
Reeve

[Signature]
Administrator

Read a third time and adopted

this 13 day of August, 2020.

[Signature]
Administrator



Exhibit "A"

An Agreement between the Rural Municipality of Fertile Valley No. 285 and the Rural Municipality of Montrose No. 315 for Rural Fire Protection.

The parties of this Agreement hereby agree as follows:

1. Terminology

In this Agreement the terms:

- a) "Originating Fire Chief" shall mean the fire chief having authority in the originating municipality.
- b) "Municipality" shall mean a party to this Agreement,
- c) "Originating Municipality" shall mean the Municipality in which fire services are required pursuant to this Agreement,
- d) "Receiving Municipality" shall mean a Municipality that has received a call for assistance pursuant to this Agreement.
- e) "Standby" means informed and ready to move from home station.

2. Purpose of this Agreement

This Agreement is intended to permit the Municipality to supply mutual fire fighting assistance to one another to the extent that equipment is available, and is consistent with the duties of each Municipality to its own citizens, and to set out the terms and conditions upon which such assistance is provided.

3. Fire Fighting Services and Terms

The Municipalities agree that:

- a) They shall in accordance with the terms of this agreement, provide firefighting assistance to respond to emergency events occurring in Municipalities other than their own Municipality, including fire, vehicle extrication or rescue, search and rescue, or medical emergency necessitating first response prior to the arrival of an ambulance, but not including hazmat or water rescue.
- b) Provision of service shall always be within the discretion of the Receiving Municipality with that Municipality having regard to the availability of its emergency response equipment and personnel, of which the Receiving Municipality shall be the sole judge. Without limiting the generality of the foregoing, the Receiving Municipality may in determining whether to respond, may have regard to:
 - Emergencies or threats of emergencies to which the Receiving Municipality has responded or may be obliged to respond, which shall have priority over a mutual aid call under this Agreement
 - Weather conditions, road conditions or other hazards which may jeopardize equipment or the health and safety of the personnel of the Receiving Municipality; and

- Suitable access being available to the location where the emergency call originates.

4. Operational Responsibility of Originating Fire Chief

The fire department of the Originating Municipality shall be the primary response department and the Originating Fire Chief shall always have operational command.

The Originating Fire Chief shall be responsible for determining whether and if assistance should be sought under this agreement, having regard to all circumstances, including the potential response times by Municipalities, which may vary depending on distance from the fire hall, availability of equipment and personnel, road, weather, and other conditions. Where calls are made by authority of the Originating Fire Chief, the first call shall, in the ordinary course be made to the nearest participating Municipality and thereafter to the nearest in turn.

Fire calls originating in a Municipality but not made by the Fire Chief for that Municipality must first be confirmed by that Fire Chief, before being covered by the terms of this Agreement.

Standby calls made by the Originating Fire Chief shall be made in the same manner as an actual fire call.

5. Expenses and Payment for Services

Each Municipality shall be responsible for the operation, storage, insurance and ordinary maintenance of its equipment and its fire department.

The Originating Municipality shall be responsible for the prompt and full payment for all services rendered by a Municipality pursuant to this Agreement. The foregoing shall not prevent the Originating Municipality from recovering some or all costs incurred under this Agreement from a person not party to this agreement.

A Municipality providing services pursuant to this Agreement shall invoice the Originating Municipality within thirty (30) days of each event and shall indicate the following if possible:

- Date and time of call
- Name of person giving the alarm
- Name of the owner of the property
- Land description
- Possible cause
- Probable cause
- Charges, based on the rates identified in Exhibit "B"

The Original Municipality shall approve and pay such invoices at the next meeting of Council and in any event, no later than 40 days from the date the invoice is rendered.

When a Municipality amends their rates identified in Exhibit "B", thirty days written notice of such change shall be provided to all the remaining municipalities in this Agreement and said written notice be deemed enough time for the purposes of this Agreement.

6. Financial Responsibility of Originating Municipality

It is understood that in making resources available under the terms of this Agreement, and in responding when called, the Municipalities are doing so not under compulsion but voluntarily.

It is therefore understood and agreed by the Municipalities to this Agreement that the Originating Municipality is primarily responsible for coordinating and managing and shall be financially responsible with respect to any and all services requested and provided under this Agreement.

No Municipality shall be held liable to another Municipality except for the payment for services as provided by the terms of the Agreement. For the purposes of clarity, it is agreed:

- a) That no Municipality shall be liable for another Municipality for any damage or loss whatsoever which may arise from a failure or refusal to respond to any alarm or call, or for any delay, nor for any action under taken in good faith in responding to any alarm or call;
- b) That all Municipalities remise, release and discharge all other parties from any and all matter of actions, causes of action, claims and demands which they may have against another Municipality by reason of any breach of this Agreement, any failure to perform or any other matter arising from the provision of services, or any refusal to provide services under this Agreement, save and except for where the loss or damage is occasioned from an act taken in bad faith. This release shall not extend to the claim by any Municipality to payment for services as provided by this Agreement.

The Originating Municipality shall be responsible for any claims made by persons not a party to this agreement (a "Third Party"), and each Originating Municipality hereby indemnifies and saves harmless all other Parties harmless from and against all Third Party claims against such Municipality for loss, costs, damages, injury and expense to persons or property of any kind or nature whatsoever arising out of or in any way attributable to the provision of emergency response services under this Agreement, any response, refusal to respond, or lack or failure or deficiency of response, except where such loss and damage is occasioned from an actions taken in bad faith. This indemnity shall extend to and include all costs associated with in defending any such claim.

The Municipalities agree and intend that the releases of liability and indemnities set out herein shall extend not only to the Parties, but to their councillors, employees, agents and servants and to the members of each fire department appointed by each of the Municipalities.

7. Termination of Agreement


This Agreement may be terminated at any time upon agreement by either party.

Either Municipality may terminate its right and obligations hereunder upon delivering written notice to the other Municipalities. The withdrawing Municipality may specify the date of termination in its notice. Termination by the Municipality shall disentitle the terminating Municipality from receiving assistance hereunder and shall relieve the terminating Municipality from any obligation arising from and after the date of termination, however, termination shall not affect any requirement to pay for services provided hereunder, nor affect the obligations owed under this Agreement upon the termination date.

8. General

This Agreement shall be binding on the successors and assigns of each of the Municipalities.
The Municipalities hereto make this Agreement effective June 1, 2020.

Rural Municipality of Fertile Valley No. 285



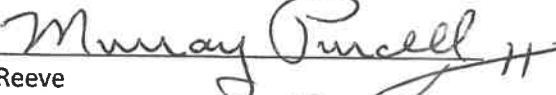
Reeve



Administrator



Rural Municipality of Montrose No. 315



Reeve



Administrator

Exhibit "B"

FIRE SERVICE RATES

Rural Municipality of Montrose No. 315

- Rates are set at \$500.00/hour with a minimum charge of \$1,500.00
- Fireman's Wages are \$25.00/hour
- Foam consumed on fire calls at a rate of \$200.00 per jug used
- Rental of equipment required.
- False Alarm Rates: 1st Time No Charge; 2nd Time \$250.00 and 3rd Time \$500.00

Rural Municipality of Fertile Valley No 285

- Rates are set at \$300.00/hour for ratepayers
- Rates are set at \$500.00/hours for non-ratepayers
- Communication Fee \$50.00
- Mileage for all vehicles attending fire \$1.00/km
- Firemen's wages are \$30.00/hour
- Each invoice will be charged a total for gas used for all vehicles attending fire
- Each invoice will also be charged for any supplies used such as foam, or rental of equipment required