

# RURAL MUNICIPALITY OF MONTROSE #315

## BYLAW NO 2022-03

### A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO A MUTUAL AID AGREEMENT FOR FIRE PROTECTIVE SERVICES

The Council of the Rural Municipality of Montrose #315 in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the *Mutual Aid Agreement for Fire Protective Services*.
2. In this bylaw:
  - a. "Administrator" shall mean the administrator of the municipality;
  - b. "Council" shall mean the council of the municipality;
  - c. "Head of council" shall mean the mayor or reeve of the municipality, as the case may be;
  - d. "Municipality" shall mean the [full name of municipality];
3. The *Rural Municipality of Montrose #315* is hereby authorized to enter into an agreement with *The Rural Municipality of Vanscoy #345, The Village of Vanscoy, the Town of Delisle and the Delisle and District Fire Commission* for the purpose(s) stated within the agreement.
4. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
5. The Reeve and the Administrator are hereby authorized to sign and execute the agreement described as Exhibit A.

Signed and sealed this 10 day of February, 2022.

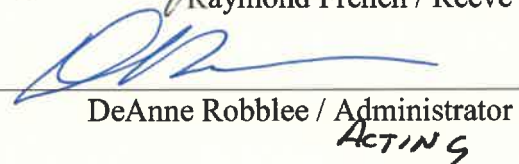
Read and Approved for a 1<sup>st</sup> time on: 10 day of February, 2022.

Read and Approved for a 2<sup>nd</sup> time on: 10 day of February, 2022.

Read and Approved for a 3<sup>rd</sup> and final time on: 10 day of February, 2022.



  
Raymond French / Reeve

  
DeAnne Robblee / Administrator  
ACTING

#### CERTIFICATION:

Read a third time and adopted  
this 10 day of February

  
Administrator, ACTING

BYLAW 2022-01

EXHIBIT "A"

THIS AGREEMENT MADE EFFECTIVE THE 1 DAY OF January, 2021.

BETWEEN:

**RURAL MUNICIPALITY OF MONTROSE No. 315 ("Montrose 315")**  
**RURAL MUNICIPALITY OF VANSCOY No. 345 ("Vanscoy 345")**  
**TOWN OF DELISLE ("Delisle")**

and

**VILLAGE OF VANSCOY ("Vanscoy")**

(all of the foregoing collectively being the "**Municipalities**")  
(each being a "**Municipality**")

and

**DELISLE AND DISTRICT FIRE COMMISSION**  
(the "**Commission**")

**MUTUAL AID AGREEMENT**

**WHEREAS:**

- A. The Municipalities exist in close proximity;
- B. Each of the Municipalities operates a fire department and provides certain fire suppression, rescue, and/or dangerous goods services (collectively "**Fire Services**") within their respective municipalities (which in the case of Vanscoy 345, Delisle and Vanscoy, are provided through the Commission);
- C. The Municipalities mutually acknowledge that each may not in all cases be able to respond with sufficient resources to calls for Fire Services from within their jurisdictions, and seek to enter an arrangement that will provide for the Municipalities to provide mutual aid to each other;
- D. The Councils of the Municipalities deem it expedient and in the public interest to agree between them that the Municipalities may provide aid, each to the other, in such circumstances;
- E. Each of the Parties are empowered pursuant to clause 42(1)(a) of *The Municipalities Act* to enter into agreements with other municipalities to provide services on behalf of any other municipality which is already provided in their municipality, on any terms that may be agreed on;
- F. The Parties wish to agree herein to terms upon which fire-fighting services and equipment may be provided.

**NOW THEREFORE IN CONSIDERATION OF THE PROMISES MADE HEREIN THIS AGREEMENT WITNESSES AS FOLLOWS:**

**SECTION 1 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:

- (a) **"Effective Date"** means the 1 day of January 2021.
- (b) **"Fire Chief"** shall mean the chief appointed by a Municipality, or Municipalities (including the chief appointed by the Commission) as the case may be, or in the event that the Fire Chief is unavailable or incapacitated, the senior member of a Fire Department in charge of the Fire Department or in charge of the response to a call;
- (c) **"Fire Department"** shall mean the department constituted by a Municipality or by any other municipality as the case may be;
- (d) **"Fire Services"** shall mean such services as fire suppression, fire-fighting, emergency medical, and rescue services customarily provided by the Responding Fire Department within its own service boundaries;
- (e) **"Requesting Fire Department"** shall mean a Fire Department requesting assistance from the Fire Department for another municipality;
- (f) **"Responding Fire Department"** shall mean a Fire Department receiving a request for assistance from the Fire Department of the other municipality;
- (g) **"RM"** means each of Montrose 315 and Vanscoy 345.
- (h) **"Services Charge(s)"** shall mean that charge or those charges for the provision of Fire Services as have been provided for in this Agreement in Schedule "A"

**SECTION 2 TERM OF AGREEMENT**

2.1 The term of this Agreement shall commence on the Effective Date.

2.2 The term of this agreement shall be for a period of five years unless earlier terminated by notice of termination by either Party given in accordance with Section 11.

**SECTION 3 FIRE SERVICES MUTUAL AID**

3.1 As and from the Effective Date, the Fire Department for a Municipality may request Fire Services from one or more of the others and such Fire Services, if given, shall be extended in accordance with and subject to the terms and conditions set forth in this agreement.

- 3.2 Fire Services may be requested under this agreement where the Fire Department for Municipality, or another Fire Department or other Fire Departments responding to a call within the boundaries of a Municipality is or are unable to respond to a call or is or are unable to respond with personnel or equipment adequate, in the opinion of the Requesting Fire Department, to address the emergency.
- 3.3 Where such a request is made by the Fire Department for a Municipality or by another Fire Department on behalf of a Municipality, the Fire Department making the request shall be the Requesting Fire Department and the Fire Department responding shall be the Responding Fire Department for the purposes of this agreement.

#### **SECTION 4 THE COMMISSION**

- 4.1 For the purposes of this Agreement, it is acknowledged and agreed that the Commission is the Fire Department for each of Vanscoy 345, Vanscoy and Delisle (the "**Commission Municipalities**"), and that its fire chief is the Fire Chief for each of those Municipalities, with full authority to act as such.
- 4.2 For the purposes of this agreement it is further acknowledged and agreed that:
- (a) The provision of Fire Services by the Commission within the boundaries of the Commission Municipalities is not subject to the provisions of this Agreement;
  - (b) A request made by the Commission for the provision of Fire Services within the boundaries of one of the Commission Municipalities shall constitute a request as the Fire Department for that Municipality;
  - (c) A response made by the Commission to a request for the provision of Fire Services outside the boundaries of the Commission Municipalities shall constitute a response by the Fire Department of each.

#### **SECTION 5 REQUESTS PROTOCOLS AND PROCEDURES**

- 5.1 The Fire Chief for each Fire Department for each Municipality shall have full authority to request assistance pursuant to this agreement and to make a determination as to whether to respond to a request for assistance and to the manner in which a response shall take place, including the cessation of any assistance as provided for hereunder.
- 5.2 Where the Fire Chief of a Municipality is no longer in command of a response:
- (a) Where the Fire Chief for a municipality which is not a party to this agreement is in command, such Fire Chief shall have and is hereby granted authority to seek assistance from the Fire Chief for a Municipality; and
  - (b) Where the Fire Chief of a Responding Fire Department has been placed in command, it shall lie in the discretion of that Fire Chief whether to seek further mutual aid from another Fire Department, and any such determination shall bind the Requesting Fire Department with respect to the all matters associated therewith.

- 5.3 The Parties agree to co-operate in establishing protocols for confirming the identity of the caller on behalf of a Requesting Party so as to preclude so far as possible false alarms and requests for assistance being made under false pretences.
- 5.4 A Responding Fire Department shall, unless command is transferred at the scene of the emergency, provide assistance under the direction of the Fire Chief of the Requesting Fire Department, or where the Fire Chief of the Requesting Fire Department has already transferred command to another fire department, to the senior officer thereof present on site.
- 5.5 In the event a Responding Fire Department is the only party at the scene of a fire or other emergency, or in the event that the Fire Chief of the Responding Fire Department has been placed in command of an incident, that Responding Fire Department shall provide emergency services in accordance with its own policies and operating procedures.
- 5.6 The Fire Chief of each Municipality shall mutually consult and adopt measures they deem expedient for the purposes of familiarizing each Fire Department with:
- (a) the equipment, resources , and training of the other Fire Departments ; and
  - (b) the operating and command procedures of the other Fire Departments; and
  - (c) the protocols for transferring command at fire or other emergency scenes with responding Fire Departments.
- 5.7 Where a fire or other matter requiring response is located within the RM, on request of the Fire Chief or senior office in command, the RM will make all reasonable efforts to provide a grader at the cost of the RM as quickly as possible to assist.

#### **SECTION 6 ASSISTANCE DISCRETIONARY**

- 6.1 Each Municipality acknowledges that the Fire Departments of the others have a primary obligation to provide Fire Services within the boundaries of their own Municipalities, that the provision of aid to other Municipalities may not be advisable or may have to be adapted or terminated having regard to all circumstances, including but not being limited to:
- (a) the state of available resources;
  - (b) the nature of the incident giving rise to the request for aid;
  - (c) the existence or apprehension of emergencies or potential emergencies within the municipality receiving the request;
  - (d) another alarm, emergency or location which has arisen prior to, contemporaneously with, or subsequent to a request for assistance;
  - (e) prevailing inclement weather; and
  - (f) poor road conditions,

6.2 The Municipalities accordingly agree that the Fire Chief of a Responding Fire Department shall retain, on a call by call basis the sole and unfettered discretion:

- (a) to decline to respond to a call for assistance, and in making any such determination; and
- (b) to divert personnel and equipment to another location or to withdraw from the provision of Fire Services.

and at no time shall a Fire Chief be required to state reasons for any such determination.

#### **SECTION 7 SERVICE CHARGES**

7.1 Service Charges shall be payable to a Responding Fire Department by the Requesting Fire Department at the rates set forth in Schedule "A" to this Agreement:

7.2 The Municipalities agree that Service Charges charged for aid rendered under this agreement shall be applied at fair rates and that municipalities may choose to subsidize firefighting charges within their own municipal boundaries.

7.3 The Municipalities shall review the Service Charges in Schedule "A" every two years in consultation with each other, provided that such a review may occur sooner upon any party to this agreement providing 30 day's notice to the others, in writing.

7.4 A Municipality shall invoice the Municipality of a Requesting Fire Department on behalf of its Responding Fire Department, which invoice shall be paid within 30 days of delivery. Invoices shall be fully itemized. Amounts invoiced shall bear interest commencing the first day of the second month following delivery of the invoice. Unpaid invoices shall bear interest at a rate of 1 per cent per month, calculated and compounded on the first day of each month.

7.5 Notwithstanding the foregoing, it is understood that:

- (a) Where the Commission responds as the Fire Department for the Commission Municipalities, it is entitled only to one set of costs;
- (b) Where the Commission requests Fire Services or provides Fire Services hereunder, for the purposes of section 7.5, the Commission shall issue or receive the associated invoices, as the case may be.

#### **SECTION 8 EMERGENCY MEASURES PLANNING AND REPORTING OF INCIDENTS**

8.1 The provisions of this Agreement do not replace or relieve the Municipalities of the obligation to make and adhere to plans made in respect of emergency measures.

8.2 The provisions of this agreement do not derogate from the duty of the Municipalities hereto to follow protocols and lawfully report to authorities and agencies in the case of a spill or discharge of pollutants, a spill or discharge of hazardous materials, hazardous waste materials, or a mishap in the transportation of dangerous goods and any other incidents of like nature.

**SECTION 9 INSURANCE**

- 9.1 The Municipalities each covenant and agree that they shall carry property insurance covering their respective equipment to commercially reasonable limits and comprehensive general liability insurance of no less than two million dollars (\$2,000,000.00).
- 9.2 Each Municipalities shall at the request of any other from time to time provide suitable evidence of the existence of policies of insurance.

**SECTION 10 RELEASE AND INDEMNIFICATION**

- 10.1 Each Municipality agrees to release and remise the other Municipalities in respect of damage to or loss of property 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 Municipality, howsoever arising. This release shall extend to and include any circumstance where a Party does not respond to a call for assistance or should limit, reduce, or cease assistance rendered hereunder.
- 10.2 The Municipalities further expressly covenant and agree that each shall, in respect of third party claims of any nature arising from the provision or non-provision of Fire Services by other Municipalities under this agreement, indemnify and hold harmless and keep indemnified and held harmless those other Municipalities 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 other Municipalities and/or by their Fire Departments.
- 10.3 In case of the foregoing releases and indemnifications:
  - (a) Such releases and indemnities shall extend to all elected officials, the Commission and its members, and all employees, agents, servants, and volunteers of the indemnified parties including, without limiting the generality of the foregoing, all members of a Responding Fire Department;
  - (b) Such releases and indemnities shall extend to and include but not be limited to all acts, omissions, decisions and other matters associated with and related in any way to the responsibilities of the Parties, their respective Fire Chiefs and their respective Fire Departments under this Agreement done, or omitted to be done in good faith;
  - (c) Such releases and indemnities shall extend to and include all costs associated with defending any third-party claim including the costs of investigation, of retaining experts and of retaining and instructing legal counsel on a solicitor and client basis.

**SECTION 11 TERMINATION**

- 11.1 Any Municipality hereto may terminate its obligations and rights under this agreement upon written notice to such effect, with effect 180 days following the effective date of the last delivery of notice on a Municipality

11.2 The within covenants of release and indemnity shall survive the termination of this Agreement with respect to any cause of action arising during the currency hereof.

11.3 All payment obligations incurred pursuant to this Agreement shall survive its termination.

11.4 Termination by one Municipality shall not affect the continuing obligations and rights of the remaining Municipalities as amongst themselves.

#### **SECTION 12 NO ASSIGNMENT**

12.1 This agreement is entered into with particular regard to the identify of the other Municipalities and their attributes and particular abilities.

12.2 Accordingly, this agreement may not be assigned by any Municipality without the express written consent of the other, which may be unreasonably withheld.

#### **SECTION 13 GENERAL AND MISCELLANEOUS**

13.1 The headings, captions, section numbers and article numbers 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, and article numbers shall not in any way other than for reference purposes affect the interpretation or construction of this Agreement.

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 relate to the whole of this Agreement and not to that section or subsection only unless otherwise expressly provided. 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 therefrom 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.

13.5 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.

- 13.6 Without in any way limiting the applicability of any other provision of this agreement relating to delay, or the discretion of a Party to provide assistance hereunder, notwithstanding anything to the contrary contained in this Agreement, if either Party 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.
- 13.7 Any notice or demand required or permitted to be given to either Party hereto pursuant to this Agreement (excluding requests for assistance contemplated hereby) 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 to the mailing address of the other Municipality or Municipalities as published in the Saskatchewan Municipal Directory at the time of notice, or to such alternate address in Saskatchewan as either Party may by notice from time to time advise.
- 13.8 Any notice, demand, request or consent delivered with respect to this agreement 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 five business days 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 five business days 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.
- 13.10 This Agreement shall bind and inure to the benefit of the Parties, their respective successors, and representatives.
- 13.11 This Agreement may be executed by the parties in counterpart.

**THIS AGREEMENT** executed by affixing appropriate signatures and seals for all parties.



**R.M. OF MONTROSE No. 315**

per: [Signature]  
Reeve

per: [Signature]  
Administrator



**R.M. OF VANSKOY No. 345**

per: [Signature]  
Reeve

per: [Signature]  
Administrator



**TOWN OF DELISLE**

per: [Signature]  
Mayor

per: [Signature]  
Administrator



**VILLAGE OF VANSKOY**

per: [Signature]  
Mayor

per: [Signature]  
Administrator

**SCHEDULE "A"**  
**Fire Callout Rates**

The following rates shall be payable to a Responding Fire Department pursuant to this Agreement:

- (a) \$850.00 per fire truck (including the gators) per hour (3-hour minimum);
- (b) \$500.00 per rescue truck per hour (1-hour minimum); charged per minute intervals after minimum time.
- (c) Cost of materials employed in fire suppression, including but not being limited to:
  - (i) Fire retardant foam;
  - (ii) Purchased water; and
  - (iii) Rented, hired or third-party equipment.
- (d) Cost (after application of available insurance coverage) to the Responding Fire Department for replacement or repair of firefighting equipment lost or damaged in firefighting (where the loss and or damage is not due to the negligence of the Responding Fire Department and is not due to normal wear and tear);
- (e) Any other costs incurred and paid directly by the Responding Fire Department.