


RURAL MUNICIPALITY OF VISCOUNT NO. 341
BYLAW NO. 2019-03

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH OTHER
MUNICIPALITIES FOR FURNISHING OF FIRE FIGHTING SERVICES

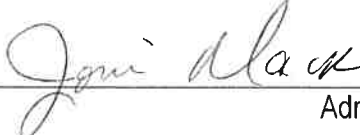
THE COUNCIL OF THE RURAL MUNICIPALITY OF VISCOUNT NO. 341, in the Province of
Saskatchewan, enacts as follows:

1. The Rural Municipality of Viscount No. 341 is hereby authorized to enter into agreement, attached hereto and forming part of this Bylaw and identified as "Exhibit A", with other Municipalities for the furnishing of fire fighting services and fire fighting equipment.
2. The Reeve and Administrator of the Rural Municipality of Viscount No. 341 are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. Bylaw No. 1-99 is hereby repealed.





Reeve



Administrator



Certified a true copy of Bylaw #2019-03
of the Rural Municipality of Viscount No. 341
passed by resolution of Council on the
22nd day of May, 2019



Administrator

THIS AGREEMENT MADE IN DUPLICATE THIS 7 DAY OF January, 2018/2019

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BETWEEN:

**THE HUMBOLDT AND DISTRICT FIRE PROTECTION ASSOCIATION
HEREINAFTER REFERRED TO AS "HDFPA"**

AND:

- Town of Bruno**
- Village of Englefeld**
- Town of Watson**
- Village of Lake Lenore**
- Village of Annahiem**
- Town of Lanigan**
- Town of Leroy**
- Village of Middle Lake**
- Village of Pilger**
- Town of St Brieux**
- R.M. of Viscount No 341**
- R.M. of Three Lakes No 400**
- R.M. of Usborne No 310**
- R.M. of Leroy No 339**
- R.M. of Lake Lenore No 399**
- R.M. of Prairie Rose No 309**

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MUTUAL AID AGREEMENT

The Cities Act, The Municipalities Act and The Emergency Planning Act allow for a municipality to enter into an agreement with any other municipality for the purposes of providing:

- a) emergency services, and
- b) equipment and facilities.

The parties to this agreement wish to provide mutual assistance to each other in the event of a major disaster as defined in this agreement.

The Humboldt and District Fire Protection Association (HDFPA) consists of the following municipalities:

- City of Humboldt
- Village of Muenster
- Village of St Gregor
- Rural Municipality of Humboldt No 370
- Rural Municipality of Wolverine No 340
- Rural Municipality of St Peter No 369
- Rural Municipality of Bayne No 371
- Order of St Benedict

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1) Mutual Assistance

a) For the purposes of this agreement "major disaster" means an event within the confines of one or more parties jurisdictions that requires the utilization of emergency services, exceeds its available resources and is in the nature of either:

- i) a calamity caused by:
 - (1) accident,



- (2) act of war or insurrection,
- (3) terrorist activity as defined in the Criminal Code, or
- (4) forces of nature; or
- ii) a present or imminent situation or condition that requires prompt action to prevent or limit:
 - (1) the loss of life,
 - (2) harm or damage to the safety, health or welfare of people, or
 - (3) damage to property or the environment.
- b) The parties agree to provide mutual assistance to the other, within the boundaries of their municipality, for services, facilities and equipment under their control, as available.
- c) The said mutual assistance will be provided upon request in accordance with the terms of this agreement.
- d) The local authority or his/her designate shall make the request for mutual assistance. The request shall authorize the requested party to send resources to the incident, or to receive people into their community.
- e) Notwithstanding the above, the requested party may:
 - i) choose not to respond,
 - ii) divert to another emergency call in its jurisdiction, or
 - iii) withdraw to its own jurisdiction; provided however in this event the requested party shall inform the requesting party before withdrawing.

2) Command

- a) Responsibility for managing response to the incident shall remain with the requesting municipality. Command may be transferred if the requesting municipality feels that it is in the best interest for the incident.
- b) The personnel and apparatus of the requested municipality shall remain under its own control as a unit, but shall provide its services pursuant to the direction of the incident commander.

3) Reporting

- a) Incident reporting to the appropriate provincial Ministry or to any other authorities shall be done by the requesting jurisdiction.



4) Exchange of Information

- a) The parties agree to make available to the other at the time of an incident:
 - i) maps of its jurisdiction indicating the nearest and most suitable roads to enable responders to get to an emergency as quickly as possible together with locations of water supplies and access thereto,
 - ii) appropriate Operating Guidelines,
 - iii) communication protocol,
 - iv) a copy of the municipality's Emergency Plan, and
 - v) list of resources that may be utilized in the event of an emergency including:
 - (1) equipment,
 - (2) manpower,
 - (3) telephone numbers of municipal officials, and
 - (4) key personnel names and contact information.
- b) In the event that there are amendments to the maps, Operating Guidelines, Emergency Plan, communication protocol, and/or key contact information, the parties agree to provide to all other parties the amended copies.

5) Indemnification

- a) Each of the parties agree to Indemnify the other for any damage or claims of any nature due to any act done in good faith pursuant to this agreement. This will include, but not be limited to, all claims, losses, costs and expenses by reason of any injury to any person or damage to any property.

6) Compensation

- a) Each of the parties agree to provide compensation to the responding party based on the following:
 - i) manpower shall be compensated at the current rate of pay as per each municipalities policy outlining the current rate,
 - ii) equipment shall be compensated at the rental rates listed in the most current edition of "Farm Machinery Custom and Rental Rate Guide" published by Saskatchewan Ministry of Agriculture or calculated using Appendix C in that Guide. Or the Saskatchewan Heavy Construction Association Equipment Rental & Rates Guide.



- iii) Each municipality shall supply a list of equipment not listed in the above Guide and shall be compensated at the current charge out rate for the particular piece of equipment set out in Appendix 1. This schedule can be sent out or updated as required at any time prior to the ending date of this agreement.
- iv) expendable materials shall be compensated based on replacement cost at the time of use.
- b) In addition to the payment for services as set out above, the requesting party agrees to compensate the requested party for any non-negligent damages to equipment or clothing that is damaged while providing said services.
- c) Each responding party that responds to a request for an emergency response shall provide a statement of account to the requesting party detailing the amounts provided for by Article 6)a. The Account shall be paid within 30 days of receipt of the statement of account.
- d) An account that is not paid in accordance with Article 6)c shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three percent (3%) per annum from the date the services and equipment were provided until the account is paid.
- e) The requesting party shall, within ninety (90) days of the conclusion of the emergency, provide a complete statement of account for the entire incident to all responding parties.

7) Term of Agreement

- a) This agreement shall come into effect January 1, 2019 and shall continue until December 31, 2024.
- b) Each party may submit a new revised list of equipment and charges prior to the renewal of this contract which will be forwarded to all parties.
- c) Any party may terminate this agreement upon sixty days written notice.
- d) In the event of an ongoing emergency or disaster which continues past the expiration date of this agreement, this agreement may be extended by the Mayor(s) and/or Reeve(s) until the conclusion of the emergency event.

8) Counterpart Signatures

- a) This agreement may be executed in one or more counterparts, all of which together shall constitute one agreement, and each of which separately shall



constitute an original document. Facsimile or electronic transmission of a signed original of this agreement, and retransmission of any facsimile or electronic transmission shall be the same as delivery of the original.

- b) The Humboldt and District Fire Protection Association agrees to be the central repository of an original signed copy of these agreements and to make it available electronically to all signees.

IN WITNESS WHEREOF, the parties have affixed their respective corporate seals, attested by the hands of the respective signing officers duly authorized in that behalf.

APPENDIX 1

<u>1</u>	<u>HDFPA 2018 EQUIPMENT RATES</u>	<u>Non-Member</u>
-	2001 Freightliner Pumper	\$1285/hr.
-	2015 Kenworth Water Tender	\$1285/hr.
-	2012 Rosenbauer Heavy Rescue	\$1285/hr.
-	Command Units	\$285/hr.
-	Kubota All Terrain Unit	\$215/hr.
-	2012 Rosenbauer 78' Aerial	\$1680/hr.

Above Rates do not include Manpower.

Any member of the HDFPA is entitled to a discount of 30% of the rates listed above.



Humboldt and District Fire Protection Association President.

Doug Hogeman

Print Name:

Corinne Richardson

Doug Hogeman

Signature:

Corinne Richardson

Town of Bruno,

SEAL

Dale Gleseman

Print Name:

Dale Gleseman

Signature:



Village of Englefeld

Jeani Bot



JS

Town of Watson.

Erin Schreiner

Print Name:

Erin Schreiner

Signature:



Village of LAKE LENORE

Darb Paliteski



Village of Annaheim.

Mike Bold Mayor

Print Name:

Mike Bold

Signature:

Mike Bold



Town of Lanigan.

T. Andrew Celozzle, Mayor

Jennifer Thompson, CIO

Print Name:

Jennifer Thompson
Signature:



Town of Leroy

Glenda Ham. Hon,

Brian Thoen, Mayor

Print Name:

Brian Thoen
Signature:



Village of Middle Lake.

COLETTE HAUSGIR, Admin

Ken Hermen, Mayor

Print Name:

Ken Hermen
Signature:

[Handwritten Signature]

SEAL



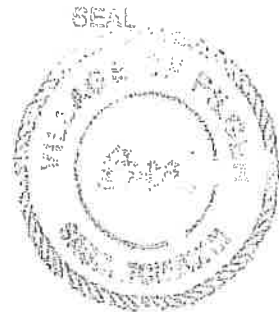
Village of Pigeon

Andreas Bregense

Print Name:

Andreas Bregense

Signature:



Town of St Brieux

Leather Ding-Muchanuk

Print Name:

[Handwritten Signature]

Signature:



RM of Viscount No 341

Toni Mack
Print Name: (Resolution 2018-181)

Toni Mack

Signature:

[Handwritten Signature]



RM of Three Lakes No.400.

Allen Baumann

Print Name:

Allen B.

Signature:



RM of Osborne No 310.

Anna Rintoul

Print Name:

Anna Rintoul

Signature:



RM of Leroy No 339.

BEENE CALVIN BUSH

Print Name:

[Signature]

Signature:

[Signature]

ADMINISTRATIVE W. G. BOWDA



RM of Lake Lenore No 399.

Jean Kernaeguen (Reeve)

Print Name:

Jean Kernaeguen
Signature:



RM of Prairie Rose No 309.

MELISSA DIENO

Print Name:

Melissa Dieno
Signature:



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APPENDIX 1

2 HDFPA 2018 EQUIPMENT RATES *Non-Member*

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