BYLAW NO. 3-2008

A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE MOUNTAIN NO. 63, TO ENTER INTO AN AGREEMENT TO PROVIDE FIRE / DISASTER SERVICES TO OTHER MUNICIPALITIE'S

The Council of the Rural Municipality of Moose Mountain No. 63, in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the Agreement to Provide Fire/Disaster Services to Other Municipality's.

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 reeve of the municipality;
- **d.)** *"Municipality"* shall mean the Rural Municipality of Moose Mountain No. 63

3. The Rural Municipality of Moose Mountain No. 63, is hereby authorized to enter into an agreement with:

- R.M. of Moose Creek No. 33 → Town of Carlyle
- R.M. of Browning No. 34 → Town of Alameda
- R.M. of Brock No. 64 → Town of Lampman
  → Village of Kisbey
  → Town of Arcola
- R.M. of Tecumseh No. 65 → Town of Stoughton

for the purpose 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 head of council and the administrator are hereby authorized to sign and execute the agreement described as Exhibit A.

[redacted]
Reeve

[redacted]
Administrator

Read a first time this 11th day of June, 2008.

Read a second time this 11h day of June, 2008.

Read a third time and adopted this 11th day of June, 2008.

RURAL MUNICIPALITY OF MOOSE MOUNTAIN NUMBER 63 INCORPORATED 1912 SASKATCHEWAN (SEAL)

[redacted]
Reeve

[redacted]
Administrator

Certified a True Copy of Bylaw No. 3-2008

Adopted by Resolution of Council on the 11th

Day of June, 2008.

RURAL MUNICIPALITY OF MOOSE MOUNTAIN NUMBER 63 INCORPORATED 1912 SASKATCHEWAN (SEAL)

EXHIBIT 'A'

THIS AGREEMENT MADE THIS 18 DAY OF March, 2008 BETWEEN:

RM of Moose Creek #33
RM of Browning #34
RM of Moose Mountain #63
RM of Brock #64
RM of Tecumseh #65

Town of Alameda
Town of Lampman
Town of Carlyle
Village of Kisbey
Town of Stoughton
Town of Arcola

and includes the respective joint Fire Protection Boards in the communities.

July 24/08
5 pages - true certified copies of the originals

HEREINAFTER REFERRED TO AS 'THE PARTIES'

[redacted]

WHEREAS:

A. The Parties exist in close proximity; and

B. The Parties operate fire departments and supply, thereby certain fire suppression, rescue and/or dangerous goods services to their respective population; and

C. The Parties mutually acknowledge that each may not in all cases be able to respond with sufficient resources to calls for Fire/Disaster Services from within their jurisdictions, and the Councils of the Parties deem it expedient and in the public interest to agree between them that the Parties may provide aid, each to the other, in such circumstances; and

D. The Parties are empowered pursuant to Section 42 of *The Municipalities Act* to enter into agreements with other municipalities for the furnishing of Fire-Fighting/Disaster services and fire fighting or other equipment beyond Urban and Rural boundaries, on any terms that may be agreed on; and

E. The Parties wish to agree herein to terms upon which Fire-Fighting/Disaster services and equipment may be provided.

NOW THEREFORE THIS AGREEMENT WITNESSES:

SECTION 1: DEFINITIONS

1.1 The following words and phrases shall for the purposes of this agreement have meanings ascribed to them in this Section 1:

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

'Service Charges' means those charges for the provision of Fire/Disaster Services set forth in Schedule 'A' hereto, which charges have been adopted and which may be amended from time to time by resolution of the Council of each Party.

'Fire Chief' means in the case of either Party, the person responsible for the operations and management of the fire department, including designate(s) of the Fire Chief.

'Fire/Disaster Services' means fire fighting and rescue services, and includes response to hazardous materials, discharges, explosions, spills and other mishap or natural disaster.

'Fire/Disaster Services Agreement' means an agreement either Party hereto and another municipality or corporate body by which certain fire-fighting and other services are provided to that municipality or corporate body, but excludes mutual aid agreements between fire departments.

'Incident 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.

SECTION 2: TERMS OF THE AGREEMENT

2.1 This agreement shall be of force and take effect from the effective date, and shall continue in effect until the expiration of thirty (30) days following notice of termination by the Council of either Party in accordance with the provisions of Section 11.

2.2 The effective date shall be the date upon which the last Party executes these documents, following ratification hereof, by bylaw, by the Councils of the Parties.

SECTION 3: FIRE/DISASTER SERVICES MUTUAL AID

3.1 As and from the effective date, each Party hereto may request Fire/Disaster Services from the other Party and such Fire/Disaster 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/Disaster 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 manpower or equipment adequate, in the opinion of the Requesting Party, to address the emergency.

3.3 Where the Requesting Party is a party to a Fire/Disaster Services Agreement, the geographic area covered in the Fire/Disaster Services Agreement shall for the purposes hereof be deemed to be within the

[redacted]

jurisdiction of the Requesting Party, without enquiry by the Assisting Party. In such cases the requesting Party shall be principally liable for the payment of service charges of the Assisting Party whether or not the municipality receiving aid under the Fire/Disaster Services Agreement disputes such charges.

SECTION 4: 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 Fire Chief, or designates, 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 of both Parties agree to mutually consult and adopt measures they deem expedient for the purposes of familiarizing the Parties with:

A. the equipment, resources and training of the respective departments; and

B. the operating and command procedures of the respective departments;

and the Fire Chiefs may establish protocols for transferring command at fire or other emergency scenes.

SECTION 5: ASSISTANCE DISCRETIONARY

5.1 The Parties acknowledge that each has a primary obligation to provide Fire/Disaster Services within the boundaries of its own municipality, and that the provisions 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/Disaster 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 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.

SECTION 6: PROCEDURES FOR REQUESTS

6.1 The Fire Chief of the Requesting Party shall have and is hereby granted full and sufficient authority to request Fire/Disaster 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/Disaster 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, in his judgment, for the response, 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-operation in establishing protocols for confirming the identity of the caller on requests for assistance being made under false pretenses.

SECTION 7: SERVICE CHARGES

7.1 The Assisting Party shall charge fees for the provision of Fire/Disaster Services hereunder, in accordance with each municipality's Service Charge Schedule, which shall be adopted by resolution of the proper officers, it being acknowledged that the fees charged by the Parties may be different.

7.2 It is acknowledged that Service Charges are reviewable from time to time by the respective Councils of the Parties. Fees may be amended by resolution of Council on or before April 1 for the ensuing year, for so long as this Agreement remains in force. Revised fees, so approved, shall be sent to the Parties of this Agreement on or before April 1 each year.

7.3 Following the provision of Fire/Disaster Services the Assisting Party shall prepare and deliver to the Requesting Party an itemized invoice for payment, in accordance with their rate schedule. The Requesting Party shall remit payment of the amount so billed within thirty (30) days of receipt of invoice. Failing prompt payment, 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 percent (2%), such interest to be calculated from the date payment is overdue to the date payment in full is received.

SECTION 8: EMERGENCY MEASURES

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

SECTION 9: 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. Each Party shall at the request of the other, from time to time provide suitable evidence of the taking out and maintaining of policies of insurance.

SECTION 10: INDEMNIFICATION

10.1 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/Disaster Services by the Assisting Party under this Agreement, indemnify and hold harmless and keep indemnified demands, actions, and causes of action

[redacted]

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.

SECTION 11: TERMINATION

11.1 Any Parties to this Agreement may withdraw from the Agreement upon thirty (30) days written notice to such effect from the Council of the Terminating Party to all other Parties.

SECTION 12: NEW PARTIES TO AGREEMENT

12.1 In the event that a rural or urban municipality deems it in their interest to join this Agreement as a new Party, unanimous written approval from the current Parties to this Agreement shall be required for the acceptance of the new Party.

12.2 The new Party desiring to enter this agreement, upon acceptance from the Parties, shall cause to be passed a bylaw to enter into this Agreement, and shall inform in writing to the Parties of the Agreement the date of the final passing of such bylaw.

12.3 The new Party shall also inform the other Parties of their fee schedule.

SECTION 13: 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 (if any) 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 by an instrument in writing signed by the Parties hereto or by their successors or assigns.

13.4 The words 'hereof', 'herein', and 'hereunder' and similar expressions used in any section or subsection of the 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 Parties' shall mean respectively 'the Party, 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 therefrom and its un-enforceability 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 un-enforceable or illegal.

Neither Party is obliged to enforce any term, covenant or condition in this Agreement against any person, if, or to the extent of doing so, the Party is caused to be in breach of any laws, regulations or enactment from time to time in force.

13.6 No waiver shall be inferred or implied by any forbearance by a Party hereto or anything done or omitted to be done by a Party with respect to a default, breach or nonobservance 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 a 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 a Party's rights hereunder or of any other term, covenant or condition herein contained. Without limiting the generality of the forgoing 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 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 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 either Party hereto pursuant to this Agreement (excluding requests for assistance contemplated by Section 3) shall be in writing and may be delivered to the Party in person (or its authorized agent) or by sending it by prepaid registered mail.
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 herein commences to run from the time of delivery or forty-eight (48) hours following the date of mailing, as the case may be. It postal service is interrupted or substantially delayed, any notice, demand, request or other instrumen shall be delivered.

[redacted]

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

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

SECTION 14: COUNTERPARTS

14.1 This agreement may be signed in counterparts and all shall be deemed one original instrument.

IN WITNESS WHEREOF the RM of Moose Creek #33 has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 18 day of March, 2008.

Seal

RURAL MUNICIPALITY OF MOOSE CREEK No. 33 SASKATCHEWAN

[redacted]

~~Mayor~~ REEVE.

[redacted]

Administrator

IN WITNESS WHEREOF the Town of Alameda has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 10 day of APRIL, 2008.

Seal

THE TOWN OF ALAMEDA • INCORPORATED 1907 •

[redacted]

Mayor

[redacted]

Administrator

IN WITNESS WHEREOF the RM of Browning #34 has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 7 day of May, 2008.

Seal

RURAL MUNICIPALITY OF BROWNING Province of Saskatchewan No. 34

[redacted]

~~Mayor~~ Reeve

[redacted]

Administrator

IN WITNESS WHEREOF the Town of Lampman has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 7 day of May, 2008.

Seal

TOWN OF LAMPMAN SASKATCHEWAN

[redacted]

Mayor

[redacted]

Administrator

IN WITNESS WHEREOF the RM of Moose Mountain #63 has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 13 day of JUNE, 2008.

Seal

RURAL MUNICIPALITY OF MOOSE MOUNTAIN NUMBER 63 INCORPORATED 1912 SASKATCHEWAN

[redacted]

~~Mayor~~ REEVE

[redacted]

Administrator

IN WITNESS WHEREOF the Town of Carlyle has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 11th day of June, 2008.

Seal

[redacted]
Mayor

[redacted]
Administrator

IN WITNESS WHEREOF the RM of Brock #64 has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 9TH day of JULY, 2008.

Seal

[redacted]
~~Mayor~~ REEVE

[redacted]
Administrator

IN WITNESS WHEREOF the Village of Kisbey has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 8TH day of JULY, 2008.

Seal

[redacted]
Mayor

[redacted]
Administrator

IN WITNESS WHEREOF the RM of Tecumseh #65 has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 11th day of June, 2008.

Seal

[redacted]
~~Mayor~~ REEVE

[redacted]
Administrator

IN WITNESS WHEREOF the Town of Stoughton has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 12 day of June, 2008.

Seal

[redacted]
DEPUTY Mayor

[redacted]
Administrator

IN WITNESS WHEREOF the Town of Arcola has hereunto, by the hands of its proper officers, signed its name and affixed its seal this 16 day of July, 2008.

Seal

[redacted]
Mayor

[redacted]
Administrator