

BYLAW NO. 2020-4

MUTUAL AID BYLAW

A Bylaw of the R.M. of Browning No. 34, in the Province of Saskatchewan, to provide for the entering into an agreement to provide Mutual Aid Fire/Rescue Services with neighboring municipalities.

The Council of the R.M. of Browning No. 34, in the Province of Saskatchewan, enacts as follows:

1. The R.M. of Browning No. 34 is hereby authorized to enter into an agreement with the Councils of:

Rural Municipality of Argyle #1
 Rural Municipality of Mount Pleasant #2
 Rural Municipality of Enniskillen #3
 Rural Municipality of Storthoaks #31
 Rural Municipality of Reciprocity #32
 Rural Municipality of Moose Creek #33

Village of Gainsborough
 Village of Carievale
 Village of Storthoaks
 Village of Glen Ewen
 Village of Alida
 Town of Carnduff
 Town of Alameda
 Town of Oxbow
 Town of Lampman
 City of Portal, North Dakota, USA
 City of Sherwood, North Dakota, USA

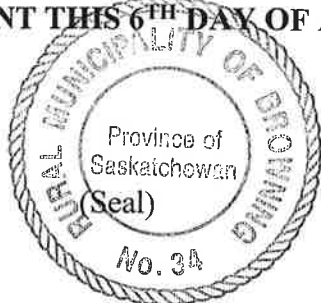
The terms of which are attached hereto and marked Exhibit "A", for the purpose of establishing a mutual inter-municipal fire/rescue services protocol.


2. The Reeve and Administrator of the R.M. of Browning No. 34 are hereby authorized to sign and execute the agreement, the terms of which are set out in Exhibit "A" here before referred to.
3. This bylaw shall come into effect and take force upon final passing thereof.

INTRODUCED AND READ A FIRST TIME THIS 6TH DAY OF APRIL, 2020.

READ A SECOND TIME THIS 6TH DAY OF APRIL, 2020.

READ A THIRD AND FINAL TIME ON THE UNANIMOUS CONSENT OF THE COUNCIL PRESENT THIS 6TH DAY OF APRIL, 2020.





 Reeve



 Administrator

Certified a true copy of Bylaw No. 2020-4
 passed by resolution of the Council present
 at their regular meeting on April 6, 2020.
 Administrator

"Exhibit A"

Between:

Rural Municipality of Argyle #1
Rural Municipality of Mount Pleasant #2
Rural Municipality of Enniskillen #3
Rural Municipality of Storthoaks #31
Rural Municipality of Reciprocity #32
Rural Municipality of Moose Creek #33
Rural Municipality of Browning #34

Village of Gainsborough
Village of Carievale
Village of Storthoaks
Village of Glen Ewen
Village of Alida
Town of Carnduff
Town of Alameda
Town of Oxbow
Town of Lampman
City of Portal, North Dakota, USA
City of Sherwood, North Dakota, USA

This Agreement witnesseth as follows:

1. That each of the parties whose Mayor, in the case of urban municipality, or Reeve in the case of a rural municipality, and Administrator, in the case of a Canadian municipality, or City Auditor, in the case of an American municipality, sign this agreement and affix their seal agree to form a Mutual Aid area. Once the seal and signatures are affixed to this agreement, a Mutual Aid area is deemed to be formed between the signatory parties regardless of whether all parties have signed.
2. That the parties understand this agreement is for Mutual Aid purposes and only exists with relation to the operations of the respective municipal fire departments for fire and rescue service assistance;
3. That each party to the agreement will assist any other party to the agreement in the event that more resources are required responding to an emergency event. The parties of this agreement mutually acknowledge that each may not in all cases be able to respond with sufficient resources;
4. That the objectives of the mutual aid area are as follows:
 - a) To provide a unified, effective area of coverage that encompasses each of the party's respective jurisdictions to lend reciprocal assistance, expertise, and equipment for fire and rescue services;
 - b) To meet at least annually to prepare an up-to-date list of the available resources in each community, inclusive of equipment and manpower services;
 - c) To, inasmuch as is possible, plan and participate jointly in training opportunities delivered within the mutual aid area;
5. The Fire Chief, or designate, is authorized to request assistance;

6. In the event that a fire department determines that assistance is required, the Fire Chief, or designate of the requesting party will request assistance from the Fire Chief or designate of the assisting party;
7. The assisting party shall, unless command is transferred at the scene, provide assistance under the direction of the Fire Chief, or designate, of the requesting party;
8. In the event that the assisting party is the only party at the scene, the assisting party shall provide emergency services in accordance with the policies and operating procedures of the assisting party;
9. The Fire Chief, or designate, of the assisting party has the unfettered discretion to not provide assistance when requested and may or may not choose to state the reasons;
10. The assisting party shall charge fees for the provision of fire and rescue services in accordance with the rates in the "Fee Schedule", attached to and forming part of this agreement, which may be by mutual agreement of all parties revised from time to time;
11. The parties each covenant and agree that they shall carry insurance covering their respective equipment and comprehensive general liability insurance to commercially reasonable rates;
12. That this agreement shall be continuous; however, any party to the agreement may withdraw from the agreement by giving each other party to the agreement (60) days' notice, in writing, of each withdrawal.
13. 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 and rescue services by the assisting party under this agreement, indemnify and hold harmless and keep indemnified and held harmless the assisting party from all loss costs, claims expense, demands, claims, actions and causes of action asserted by any 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.

Rural Municipality of Argyle #1


Reeve


Administrator



Rural Municipality of Mount Pleasant #2



Charles Bayliss
Reeve

Rene Hammell
Administrator

Rural Municipality of Enniskillen #3


Reeve


Administrator



Rural Municipality of Storthoaks #31




Reeve - Brian Chicoine


Administrator - Elissa Henrion

Rural Municipality of Reciprocity #32



Col. Curtis
Reeve

M. J. Lawson
Administrator

Rural Municipality of Moose Creek #33



[Handwritten Signature]
Reeve

[Handwritten Signature]
Administrator

Rural Municipality of Browning #34



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Reeve

A handwritten signature in black ink, appearing to be "A. [unclear]", written above a horizontal line.

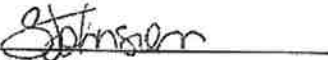
Administrator

Village of Gainsborough





Mayor



Administrator

Village of Storthoaks



[Handwritten Signature]
Mayor

[Handwritten Signature]
Administrator

Village of Carievale

Michael P. Wely
Mayor

Jane M... ..
Administrator



Village of Glen Ewen



B. H.
Mayor - Deputy

Myron Jean Bullock
Administrator

Village of Alida



John W. DeWitt
Mayor

Robert Anderson
Administrator

Town of Carnduff





Mayor



Administrator



Paul Kish
Mayor

Michelle Neudham
Administrator


Town of Oxbow



Mayor



Administrator



Town of Lampman



James Deneen

Mayor

[Signature]

Administrator

**Mutual Aid
"Fee Schedule"**

1. The cost of fire prevention, suppression, and emergency response services shall be:
 - a. Billed at a rate of \$750 per hour
 - b. Billed for any and all consumables used at the site at cost;
 - c. Billed for any and all subcontractors used at the site at cost;
 - d. Billed directly to the municipality that established the assisting party.