

# TOWN OF ESTERHAZY

## Mutual Aid Bylaw

### 749-18

A Bylaw of the TOWN OF ESTERHAZY to enter into an agreement to form a Mutual Aid area.

The Council of Town of Esterhazy in the Province of Saskatchewan enacts as follows:

1. The Town of Esterhazy is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as Exhibit "A" with the following:

The Town of Bredenbury  
The Town of Churchbridge  
The Town of Esterhazy  
The Town of Langenburg  
The Town of Saltcoats  
The Village of Atwater  
The Village of Calder  
The Village of Gerald  
The Village of MacNutt  
The Village of Stockholm  
The Village of Yarbo  
The Resort Village of Birds Point  
The Resort Village of West End  
The RM of Langenburg No. 181  
The RM of Fertile Belt No. 183  
The RM of Churchbridge No. 211  
The RM of Saltcoats No. 213

For the purposes stated within the agreement.

2. The Mayor and Chief Administrative Officer of the Town of Esterhazy are hereby authorized to sign and execute the attached agreement.
3. Bylaw 424-86 is hereby repealed.

\_\_\_\_\_  
Mayor

*Skeway*  
\_\_\_\_\_  
Chief Administrative Officer

*October 24, 2018*  
\_\_\_\_\_

Date

Certified a true copy of Bylaw 749-18

Carried on Oct. 24, 2018 Resolution 310, 311, 312, 313-18

*Skeway*  
\_\_\_\_\_  
Administrator



**Bylaw 2018 - Exhibit "A"**

**Municipal Mutual Aid Agreement**

**MEMORANDUM OF AGREEMENT MADE THIS 11<sup>th</sup> DAY OF SEPTEMBER, 2018.**

**BETWEEN:** The Town of Bredenbury  
The Town of Churchbridge  
The Town of Esterhazy  
The Town of Langenburg  
The Town of Saltcoats  
The Village of Atwater  
The Village of Calder  
The Village of Gerald  
The Village of MacNutt  
The Village of Stockholm  
The Village of Yarbo  
The Resort Village of Birds Point  
The Resort Village of West End  
The RM of Langenburg No. 181  
The RM of Fertile Belt No. 183  
The RM of Churchbridge No. 211  
The RM of Saltcoats No. 213  
all municipal corporations in The Province of Saskatchewan  
(hereinafter referred to as "participating Municipalities")

**WHEREAS:**

- A. The Parties above mentioned deem it expedient to enter into an agreement for the purpose of establishing a Mutual Aid Area, to pool the resources of participating municipalities and improve their emergency response capabilities; and
- B. The Parties to the agreement mutually acknowledge that each may not in all cases be able to respond with sufficient resources to call for Fire Services from within their jurisdictions, and the Councils of the fire departments named in section 3.3, deem it expedient and in the public interest to provide aid, each to the other, in such circumstances; and
- C. The Parties are empowered pursuant to Section 42 of The Municipalities Act, 2006 to enter into agreement with other municipalities for the furnishing of fire-fighting services and fire-fighting equipment beyond their boundaries, on any terms that may be agreed on; and
- D. The Parties wish to agree herein to terms upon which the organization and pooling of emergency response resources, including fire-fighting services and equipment may be provided.

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

**1.0 DEFINITIONS**

1.1 The following words and phrases shall for the purposes of this agreement have the Meanings ascribed to them in this Section 1.0:

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

**"Service Charge(s)"** means those charges for the provisions of Fire Services as have adopted, and which may be amended from time to time, by bylaw of the Council of each Party.

**"Fire Chief"** means in the case of either Party the person responsible for the operation and management of the Fire Department, including designate(s) of the Fire Chief.

**"Fire Services"** means services provided for by a fire department, and may depending on the scope of the particular fire department and first responders include fire prevention and fire protection, fire safety, fire investigations, fire inspections, fire suppression, search and rescue services, public safety awareness and education programs.

**"Incidental 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.

## Municipal Mutual Aid Agreement

### 2.0 TERMS OF AGREEMENT

- 2.1 That the parties to the agreement form a Municipal Mutual Aid Area.
- 2.2 That each party with an active fire department may assist any other party to the agreement, with certain fire suppression services
- 2.3 That each party to the agreement may assist any other party to the agreement, in the event of a disaster.
- 2.4 That the objectives of the Mutual Aid Area are as follows:
  - a) To provide a unified, effective organization among participating municipalities through reciprocal assistance, expertise, and equipment in a declared disaster or situation of need.
  - b) The parties agree to prepare and distribute a list of available resources in their municipality, including equipment and manpower services.
  - c) That the resource list be annually updated and distributed among the Parties.
- 2.5 This agreement shall be in force and effective from the effective date, and shall continue in effect until the expiration of sixty(60) days following notice of termination by either Party in accordance with Section 1.2.0
- 2.6 The effective date shall be the date upon which the last Party executes these presents, following ratification hereof, by bylaw, by the Councils of the R.M. and participating Municipalities.

### 3.0 FIRE SERVICES MUTUAL AID

- 3.1 As and from the effective date, each Party hereto may request Fire Services from the other Party and such Fire 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 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 personnel or equipment adequate, in the opinion of the requesting party, to address the emergency.
- 3.3 The following parties operate fire departments and supply thereby certain fire suppression service to their respective population:
  - Bredenburg Fire Department**
  - Churchbridge Fire Department**
  - Esterhazy Fire Department**
  - Langenburg Fire Department**
  - MacNutt Fire Department**
  - Saltcoats Fire Department**
  - Stockholm Fire Department**
- 3.4 That each party to this agreement hereby authorizes any of the following officials to call for such services offered through this agreement:
  - Mayor, Reeve including their named designates,
  - E.M.O. Coordinator,
  - Fire Chiefs including their named designates,
  - Emergency Dispatch Services (911).

### 4.0 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 senior officer 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, and assume command of the emergency.
- 4.3 The Fire Chiefs may establish protocols for transferring command at a fire or other emergency scenes.

## Municipal Mutual Aid Agreement

### 5.0 ASSISTANCE DISCRETIONARY

5.1 The Parties acknowledge that each has a primary obligation to provide Fire Services as well as other emergency services within the boundaries of its' own municipality, and that the provision 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 discretion to decline to authorize Fire 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.

### 6.0 PROCEDURE FOR REQUESTS

6.1 The Fire Chief (or other designate mentioned in section 3.4) of the Requesting Party shall have and is hereby granted full and sufficient authority to request Fire 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 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 for the response, in his judgement, and may do so without verifying the *bona fides* of the call or alarm giving rise to the request. The Parties agree to cooperate in establishing protocols for confirming the identity of the caller on behalf of the Requesting Party so as to preclude so far as possible false alarms and requests for assistance that are made under false pretenses.

### 7.0 SERVICE CHARGES

7.1 The Assisting Party shall charge fees for the provisions of Fire Services hereunder, in accordance with the charges adopted by bylaw by the council of the Assisting Party, it being provided that the fees charged by the participating Municipalities may be different.

7.2 It is acknowledged that the Service Charges may be reviewed from time to time by the respective councils of the participating Municipalities. Service Charges may be amended during the currency of this Agreement.

7.3 Following the provisions of Fire Services the Assisting Party shall prepare and deliver to the Requesting Party an itemized invoice for payment. The Requesting Party shall remit payment of the amount so billed within 30 days of receipt of the invoice.

### 8.0 INSURANCE

8.1 The Parties each covenant and agree that they shall carry property insurance covering their respective equipment and comprehensive liability insurance to commercially reasonable limits. The Parties shall ensure that members of the Fire Service are adequately covered with respect to disability insurance, while performing their duties with respect to this agreement.

### 9.0 MUTUAL RELEASES

9.1 Each Party agrees to remise and release the other Party in respect of damage to or loss of property and in respect of personal injury (including death) 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 Party, however arising.

Municipal Mutual Aid Agreement

**10.0 INDEMNIFICATION**

10.1 That 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 Services by the Assisting Party under this agreement, indemnify and hold harmless and keep indemnified and held harmless the Assisting Party from and against all loss, costs, claims, expenses, demands, claims, actions and causes of action asserted by the 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.

**11.0 GENERAL AND MISCELLANEOUS**

11.1 A committee shall be appointed consisting of 1 member from each Municipality to this agreement. The committee shall meet annually by March 31<sup>st</sup> of each year to deal with all matters that it deems appropriate that may arise from time to time, through the execution of this agreement.

**12.0 TERMINATION**

12.1 Any Party hereto may terminate this agreement upon sixty (60) days' written notice to such effect.

12.2 Any notice or demand required or permitted to be given to all affected Parties hereto pursuant to this agreement shall be in writing and may be delivered to the Party in person or by sending it by registered mail, to addresses listed adjacent to each signature of each Party to this Agreement.

13.0 This agreement shall be binding upon and enure to the benefit of the Parties, their respective Successors and representatives.

**THIS AGREEMENT** executed the day and the date first above written by the affixing of the appropriate signatures for all the parties.

Box 87  
Bredenbury, SK  
S0A 0H0

TOWN OF BREDENBURY

  
Mayor

  
Administrator



Box 256  
Churchbridge, SK  
S0A 0M0

TOWN OF CHURCHBRIDGE

  
Mayor

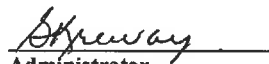
  
Administrator



Box 490  
Esterhazy, SK  
S0A 0X0

TOWN OF ESTERHAZY

  
Mayor

  
Administrator



Municipal Mutual Aid Agreement

Box 400  
Langenburg, SK  
S0A 2A0

TOWN OF LANGENBURG

  
Mayor

  
Administrator



Box 120  
Saltcoats, SK  
S0A 3R0

TOWN OF SALTCOATS

  
Mayor

  
Administrator



Box 45  
Atwater, SK  
S0A 0C0

VILLAGE OF ATWATER

  
Mayor

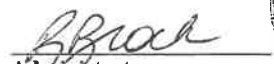
  
Administrator



Box 47  
Calder, SK  
S0A 0K0

VILLAGE OF CALDER

  
Mayor

  
Administrator



Box 155  
Gerald, SK  
S0A 1B0

VILLAGE OF GERALD

  
Mayor

  
Administrator



Box 10  
MacNutt, SK  
S0A 2K0

VILLAGE OF MACNUTT

  
Mayor

  
Administrator



Box 265  
Stockholm, SK  
S0A 3Y0

VILLAGE OF STOCKHOLM

  
Mayor

  
Administrator



Municipal Mutual Aid Agreement

Box 96  
Yarbo, SK  
S0A 4V0

VILLAGE OF YARBO

*Nancy Prozone*  
Mayor

*Maggie Rowland*  
Administrator



Box 1019  
Whitewood, SK  
S0G 5C0

RESORT VILLAGE OF BIRD'S POINT

*J. Banks*  
Mayor

*Mitch Stevenson*  
Administrator



Box 1765  
Esterhazy, SK  
S0A 0X0

RESORT VILLAGE OF WEST END

*Doreen Muench*  
Mayor

*Y.M.*  
Administrator



Box 489  
Langenburg, SK  
S0A 2A0

RM OF LANGENBURG No. 181

*[Signature]*  
Reeve

*[Signature]*  
Administrator



Box 190  
Stockholm, SK  
S0A 3Y0

RM OF FERTILE BELT No. 183

*[Signature]*  
Reeve

*[Signature]*  
Administrator

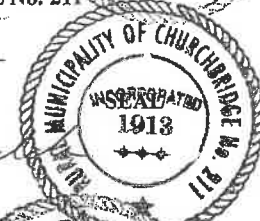


Box 211  
Churchbridge, SK  
S0A 0M0

RM OF CHURCHBRIDGE No. 211

*[Signature]*  
Reeve

*[Signature]*  
Administrator



Box 150  
Saltcoats, SK  
S0A 3R0

RM OF SALT COATS No. 212

*[Signature]*  
Reeve

*[Signature]*  
Administrator

