

RURAL MUNICIPALITY OF BRITANNIA No. 502

BYLAW NO. 10-2017

**A BYLAW TO PROVIDE TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING FOR FIREFIGHTING AND RESCUE SERVICES
MUTUAL AID WITH THE CITY OF LLOYDMINSTER**

The Council of the Rural Municipality of Britannia No. 502, in the Province of Saskatchewan, enacts as follows:

- 1. The Memorandum of Understanding between the Rural Municipality of Britannia No. 502 and the City of Lloydminster is set forth as Schedule ‘A’, attached hereto and made a part of this bylaw in all respects.
- 2. The Reeve and Administrator of the Rural Municipality of Britannia No. 502 are hereby authorized to sign and execute this memorandum of understanding, the terms which are set out in Schedule ‘A’ herein previously referred to.
- 3. This bylaw shall become effective on the date of final reading and adoption.

Read a first time this 12th day April of 2017.
Read a second time this 12th day April of 2017.
Read a third time this 12th day of April, 2017.

[SEAL]

Reeve

Administrator

Schedule "A"



**MEMORANDUM OF UNDERSTANDING
FIREFIGHTING AND RESCUE SERVICES
MUTUAL AID**

BETWEEN

**THE CITY OF LLOYDMINSTER
(Lloydminster)**

AND

**THE RURAL MUNICIPALITY OF BRITANNIA No.502
(R.M. of Britannia)**

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MEMORANDUM OF UNDERSTANDING

FIREFIGHTING/RESCUE SERVICES

BETWEEN

THE CITY OF LLOYDMINSTER

A Municipal authority incorporated under
the laws of the Province of Alberta/Saskatchewan

Hereinafter called 'Lloydminster'

AND

THE RURAL MUNICIPALITY OF BRITANNIA No.502

A Municipal authority incorporated under
The laws of the Province of Saskatchewan

Hereinafter called 'RM of Britannia'

INTRODUCTION

- A. RM of Britannia and Lloydminster are neighboring authorities;
- B. Each provides firefighting and rescue services to their respective populations;
- C. At various times it may be necessary for the parties respective fire departments to respond to requests from the other to assist in helping combat a fire or effect a rescue;
- D. *The Municipal Government Act (Alberta) or Municipalities Act (Saskatchewan) and the Lloydminster Charter (AR 212/2012) authorize the Council of a Municipality to pass bylaws for the entering into of agreements with other authorities for the joint use, control, and management of fire extinguishing and rescue apparatus and equipment;*
- E. Lloydminster wishes to enter into a mutual aid memorandum with RM of Britannia;
- F. RM of Britannia wishes to enter into a mutual aid memorandum with Lloydminster;

- G. The salient elements of the memorandum are that:
- i) each party shall attempt to come to the aid of the other when requested;
 - ii) if a party does come to the aid of the other, the requesting party shall reimburse the attending party; and
 - iii) the requesting party shall indemnify the attending party against any actions ground in the fact that the attending party but for this memorandum would not have been at the scene; and
 - iv) no liability will attach to either party for failure to attend when requested.
- H. Fire Chief shall mean either of the Fire Chiefs of the parties or persons designated by them to act on their behalf.

EMERGENCY OPERATION/RESCUE

Mutual Aid

1. The parties shall attempt to provide firefighting and rescue assistance to each other at the sole unfettered discretion of their respective Fire Chiefs. A Fire Chief to whom a request for assistance has been made may direct any of the following:
 - i) that there be dispatched as much fire or rescue equipment, manpower, or vehicles as the requesting Fire Chief may request; or
 - ii) that there be dispatched such lesser number of firefighting or rescue equipment, manpower, or vehicles, in the judgment of the respective Fire Chief, may be prudently available;
 - iii) that there be no response whatsoever to the call for firefighting or rescue regardless of the type of emergency to be responded to.

Sole and Joint Assistance

2. The request may be for either
 - i) the responding party to assist the other party at a scene; or
 - ii) for the responding party to deal with an emergency alone because the other party is unable to respond.

Confirmation of Call Out

3. If either party receives a call from someone other than the other's Fire Chief or their dispatch control, then the Fire Chief receiving the call shall endeavor to confirm that the request is genuine before responding to the call.

Reimbursement

4. The parties shall pay to each other for services rendered pursuant to this Memorandum of Understanding accordingly to the following tariff:
 - i) three hundred (\$300.00) dollars per hour or a fraction thereof for each responding pumper, aerial, tanker, or rescue unit; and
 - ii) one hundred (\$100.00) dollars per hour or fraction thereof for each Command vehicle.
5. The hour of fraction thereof shall be determined from the time the responding unit leaves its respective fire station to the time the responding unit returns to its respective fire station and is back in service. In determining such time, neither party shall be liable to the other for any portion of an hour that any such responding unit is incapacitated due to mechanical breakdown.

Command and Control

6. Firefighting personnel shall remain under the immediate control and direction of the Officers from their own fire service. Commands and requests of the Fire Chief requesting the assistance shall be communicated in accordance with the command structure of the fire department providing the assistance. Overall command of an incident shall be decided by the senior Officers on the scene.

PERFORMANCE PROTECTION

Failure to respond

7. The parties shall attempt to protect the other party from any penalty, damages, and losses whatsoever for delay of/or failure to respond to any call to an emergency, or, for any breach of this memorandum of understanding.

Reciprocal Indemnification

8. Each party shall indemnify and hold harmless the other party, its employees, agents, and volunteers from any and all claims, demands, actions, and costs whatsoever that may arise out of, directly or indirectly, such indemnifying party's performance of this memorandum or that of the indemnifying party's employees, agents, or volunteers.

Insurance

9. Each party shall be responsible for insuring its own property directly or indirectly connected with the performance of this memorandum and waives its right of recourse against the other party with regards to any loss or damage whatsoever to such owned property whether caused by the negligence of the other party or not.

CORRESPONDENCE

10. A notice payment or other communication required or permitted to be given or served pursuant to this memorandum shall be in writing and shall be delivered personally or may be mailed by registered mail, postage prepaid, address as follows:

City of Lloydminster
4420 50 Ave
Lloydminster, AB/SK
T9V 0W2

The RM of Britannia
4824-47 Street
PO Box 661
Lloydminster Sk S9V 0Y7

11. Every notice mailed in any post office in Canada by prepaid registered mail in an envelope addressed to the party to whom the same is directed shall be deemed to have been given and received by the addressee the fifth business day following mailing except where there is a labour strike or other postal interruption which interferes with mail deliveries, in which case every notice provided for in the agreement or arising in connection thereof shall be in writing and shall be delivered to the party or parties at the above addresses and such notices shall be effective only if and when actually delivered.

TERM

12. This memorandum shall remain in force and effect from the date hereof until either party shall give the other party three (3) months notice in writing of its intention to terminate this memorandum.

LEGAL NATURE OF MEMORANDUM OF UNDERSTANDING

13. This memorandum is not intended by either, Lloydminster or RM of Britannia to form legal or equitable obligations or contractual relations.
- i) The parties acknowledge that there is no consideration flowing between the parties. There is no consensus as to the required conduct of a party whose assistance is requested.
 - ii) The intention of Lloydminster and RM of Britannia is to provide firefighting and rescue assistance when resources are available without compromising their own organizations.
 - iii) Neither party has incurred expenses or obligations in reliance on this memorandum justifying a remedy in restitution, quantum meruit or otherwise.

Signed this _____ day of _____, 2017

CITY OF LLOYDMINSTER

Chief Elected Official

City Clerk

THE RURAL MUNICIPALITY OF BRITANNIA

Chief Elected Official

Municipal Manager

DATE _____