

R.M. OF BRITANNIA NO. 502 BYLAW

NO. 01-2025

**A BYLAW FOR THE ENTERING INTO A MUTUAL FIRE AID AGREEMENT
WITH THE MAIDSTONE WASECA & DISTRICT FIRE BOARD**

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

1. The Rural Municipality of Britannia No. 502 is hereby authorized to enter into a mutual fire agreement with the Maidstone Waseca & District Fire Board, the terms of which are set out in Exhibit 'A', which is attached hereto and forms part of this bylaw.
2. The Reeve and Chief Administrative Officer of the Rural Municipality of Britannia No. 502 are hereby authorized to sign and execute the said, mutual fire agreement with the Maidstone Waseca & District Fire Board, the terms of which are set out in Exhibit 'A' which is attached hereto and forms part of this bylaw.



[Redacted Signature]
Reeve
[Redacted Signature]
Chief Administrative Officer

015/25

Read a first time this 15 day of January, 2025.

Read a second time this 15 day of January, 2025.

Read a third time this 15 day of January, 2025.

MUTUAL FIRE AID AGREEMENT

THIS AGREEMENT made this 15th day of January 2025

BETWEEN:

RURAL MUNICIPALITY OF BRITANNIA NO. 502
(Hereinafter called “Britannia”)

OF THE FIRST PART

AND

Maidstone Waseca & District Fire Board
(Hereinafter called “Fire Board”)

OF THE SECOND PART

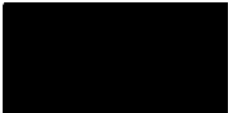
- WHEREAS The Rural Municipality of Britannia and the Rural Municipality of Eldon are neighbouring jurisdictions that border each other;
- AND WHEREAS Britannia Fire Department provides fire protection services within the boundaries of the Rural Municipality of Britannia No. 502;
- AND WHEREAS Maidstone Waseca & District Fire Board provides fire protection services within the boundaries of the Rural Municipality of Eldon No. 471;
- AND WHEREAS it is desirable that at various times the Fire Department of one party assist the Fire Department of the other party;
- AND WHEREAS the parties wish to enter into an Agreement to formalize their rights and obligations for the supply of such fire protection services;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

In consideration of the promises, covenants and Agreements herein contained, the parties covenant and agree as follows:

Definitions

1. In this Agreement, the following words and expressions have the meanings herein set forth:
- a. “Assistance” means the provision of fire protection services available to the party (herein called “Requesting Party”) from a party (herein called the “Supplying Party”). Assistance may relate to situations in which the Requesting Party is in attendance, or situations in which the Requesting Party is unable to respond;
 - b. “Authorized Representative” of Requesting Party and the Supplying Party means anyone of:
R.M. Administrator, R.M. Council, Fire Chief or his designate, Authorized Representatives for the Fire Board, Board Chairman, as the case may be;
 - c. “Claims” means any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, general damages, special damages, interest, costs, fees (including legal fees on a solicitor-and-his-own-client basis), Claims and demands of every nature and kind at law or in equity or under any statute which any party has, had or shall have directly or indirectly;
 - d. “Equipment” means firefighting vehicles, equipment and apparatus which are in the possession of a Supplying Party, and;



- e. "Force Majeure" means any cause not within the reasonable control of the Supplying Party including, without limitation, the inability to assemble sufficient volunteer personnel to adequately respond to a call for Assistance, interruption of telecommunications, gas, electric or other utility service, acts of god, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

Effective Date

The effective date of this Agreement shall be January 15, 2025.

TERM

1. This Agreement shall remain in effect from January 15 2025 until _____ 20__
2. Renewal – This Agreement shall automatically renew for an additional term of five (5) years, commencing upon the expiration of the prior term, upon the same terms, covenants and conditions (including this renewal clause) as contained within this Agreement. Notwithstanding the foregoing, at any time prior to the expiration of the then current term of this Agreement, either party to this Agreement may provide notice to the other party of its intention not to renew this Agreement, by providing ninety (90) days' notice to the other party prior to the renewal.
3. Either party may terminate this Agreement by providing ninety (90) clear days' notice to the other party.

Provision of Service

1. From the effective date of this Agreement, "Requesting Party" may request the "Supplying Party" to provide Assistance to the "Requesting Party".
2. Each party shall be responsible for receiving fire calls from the public within their respective boundaries.
3. All requests for assistance shall be directed to an Authorized Representative of a Supplying Party and this Authorized Representative shall confirm the request with the Requesting Party's Fire Chief or designate before providing assistance. If the Requesting Party's Fire Chief or designate cannot be contacted, then the Supplying Party may respond. The Supplying Party shall continue trying to contact the Requesting Party until confirmation is made. The Supplying Party's Fire Chief or designate shall ensure that the name and time of contact with the Requesting Party is recorded. Requests for assistance shall be made through the respective dispatch centres of both parties.
4. The Supplying Party Shall have the right to refuse to provide Assistance to the Requesting Party if the Supplying Party's firefighters or Equipment are not available due to providing fire protection services at another location or if the Supplying Party is unable to mount a safe fire protection services at another location or if they Supplying Party is unable to mount a safe response due to a shortage of staff, Equipment or dangerous road or weather conditions. The Requesting Party shall have no claim for damages, or compensation against a Supplying Party to render Assistance for any reason.
5. The Supplying Party may, even after commencement of providing Assistance, withdraw Assistance when a subsequent emergency within the Supplying Party's jurisdiction involving a threat to human life has arisen, providing the emergency they are leaving does not involve a threat to human life.
6. The level of service to be provided by the Supplying Party in providing Assistance to the Requesting Party shall be the same level of service with which the Supplying Party would respond to similar circumstances within its own boundaries.
7. When providing Assistance, the Supplying Party's firefighters shall remain under the immediate control and direction of the Supplying Party's Fire Chief or his designate. Command and requests

of the Requesting Party's Fire Chief or his designate shall be communicated to the Supplying Party's Fire Chief or his designate.

8. The Supplying Party shall not be liable to the Requesting Party for any failure of or delay in the performance of its obligation hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen for Force Majeure.
9. Where the Supplying Party is prevented from carrying out its obligations hereunder due to Force Majeure, the Supplying Party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Requesting Party and the Supplying Party shall hereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.
10. The Requesting Party does hereby remise, release and forever discharge the Supplying Party, its officials, employees, servants, agents, insurers, successors and assigns of and from all Claims which the Requesting Party may have against the Supplying Party arising out of the provision of Assistance excepting where such Claims result from the negligence or willful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.
11. The Requesting Party Shall indemnify and save harmless the Supplying Party from any and all Claims brought by any party which is not a party to this Agreement arising out or in any way related to the proper discharge of the obligations of the Supplying Party excepting where such Claims result from the negligence of willful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.
12. Where a call is received or confirmed by the Requesting Party's Authorized Representative and Supplying Party provides Assistance, the Requesting Party shall compensate a Supplying Party for all Applicable labour and Equipment as identified in Schedule "A" attached hereto and forming a part of this Agreement.
13. Each party shall during the term of this Agreement:
 - a. Maintain all requisite Federal, Provincial and Municipal licenses, permits and approvals for all services contemplated pursuant to the Agreement;
 - b. Maintain coverage for its firefighters pursuant to the Worker's Compensation Act;
 - c. Maintain in good working order, all Equipment deployed to incident;
 - d. Provide the other party with a list of its Authorized Representatives and their contact information in the form attached hereto and forming a part of this Agreement as Schedule "B", on or before January 31 of each year.
 - e. Maintain comprehensive general liability insurance including coverage relating to the provision of fire protective services, of not less than five million (5,000,000.00) dollars per occurrence.
14. If any term, covenant or condition of the Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of the Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of the Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
15. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous Agreements, understandings, negotiations and discussions, whether oral or written or the parties and there are no general or specific warranties, representations or the Agreement by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.
16. This Agreement shall not be assignable by any party hereto to any other person, firm or corporation without the prior written consent of all the other parties hereto.
17. The parties shall, from time to time, arrange for the transfer of information and records sufficient to enable the parties to effectively provide Assistance when and if called upon. Each party shall

provide such information and documentation upon request being made, as noted above, prior to, during, after, and in anticipation of any request for Assistance giving rise to the operation of the provisions of this Agreement.

- 18. Joint Training – Both parties agree to participate in joint training initiatives and information exchanges as may be arranged by the parties from time to time. Each party shall bear their own costs with respect to this section.
- 19. The parties shall strive to ensure current and future equipment is compatible with each other.
- 20. Policies, Procedures and Strategies – The parties may develop and agree upon operational and maintenance policies, procedures, and strategies for the efficient and effective deployment of personnel and Equipment to emergencies, the efficient and effective provision of services by the parties, and the efficient and effective provision of Assistance under this Agreement generally. Any and all such policies, procedures, and strategies shall, when and if agreed upon, be evidenced in writing, and copies shall be retained by each of the parties at their respective offices so as to be immediately available in the event of the occurrence of any emergency for which Assistance is requested. Notwithstanding the foregoing, the parties acknowledge that when and if agreed upon, the policies, procedures and strategies shall be guidelines only, and the parties shall exercise reasonable best efforts to comply with and conform to such guidelines, having regard to the nature and extent of the emergency that may occur and the criticality of timing of response and decision making and response thereto.

IN WITNESS WHEREOF the parties hereto have set their seals and hand of their proper officials in the behalf on the day herein first above written.

R.M. OF BRITANNIA NO. 502

Per: 

Per: 

Maidstone Waseca & District Fire Board

Per: _____

Per: _____

SCHEDULE "A"

Compensation Rates and Details

Rates and Costs – Exclusive of GST

1. Fire equipment will be billed out based upon current fire bylaw, resolution of the Board by respective municipality which may be adjusted annually by council Bylaw/ resolution of the Board and notification provided to other party to MOU.

Invoicing and Details

1. For the purpose of the Agreement, the first hour shall be deemed to commence upon the Supplying Party's Authorized Representative directing that the Supplying Party's firefighters and Equipment respond to the request for Assistance, and the time, to a minimum of one hour shall continue until such time as the Equipment has returned to and been fully serviced, cleaned and maintained in the normal standard of the Supplying Party, at the fire station from where it left. However, the Requesting Party, shall not be liable for any charges of time where the Equipment of the Supplying Party was incapacitated due to any mechanical breakdown.
2. The Supplying Party shall invoice the Requesting Party. All such charges are due and payable by the Requesting Party thirty (30) days from the Requesting Party's receipt of the invoice for such charges.