

RURAL MUNICIPALITY OF LAKE LENORE NO. 399

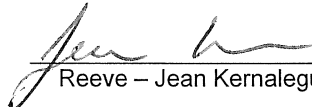
BYLAW NO. 4/2019

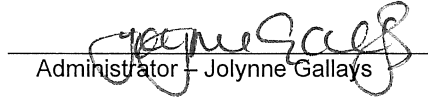
A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH OTHER MUNICIPALITIES FOR FURNISHING OF FIRE-FIGHTING SERVICES

The Council of the Rural Municipality of Lake Lenore No. 399 in the Province of Saskatchewan enacts as follows:

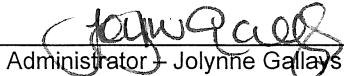
1. The Rural Municipality of Lake Lenore No. 399 is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw and identified as "Exhibit A", with other municipalities for the furnishing of fire-fighting services and fire-fighting equipment.
2. The Reeve of the Rural Municipality of Lake Lenore No. 399 is hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. Bylaw No. 1-1999 is hereby repealed.

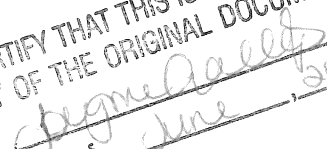



Reeve – Jean Kernalleguen


Administrator – Jolynne Gallays

Read a third time and adopted
this 12 day of June, 2019.


Administrator – Jolynne Gallays

I HEREBY CERTIFY THAT THIS IS A TRUE AND
EXACT COPY OF THE ORIGINAL DOCUMENT.
Certified by 
this 17 day of June, 2019.

THIS AGREEMENT MADE IN DUPLICATE THIS 7 DAY OF January, 2018/2019

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BETWEEN:

**THE HUMBOLDT AND DISTRICT FIRE PROTECTION ASSOCIATION
HEREINAFTER REFERRED TO AS "HDFPA"**

AND:

- Town of Bruno**
- Village of Englefeld**
- Town of Watson**
- Village of Lake Lenore**
- Village of Annahiem**
- Town of Lanigan**
- Town of Leroy**
- Village of Middle Lake**
- Village of Pilger**
- Town of St Brieux**
- R.M. of Viscount No 341**
- R.M. of Three Lakes No 400**
- R.M. of Usborne No 310**
- R.M. of Leroy No 339**
- R.M. of Lake Lenore No 399**
- R.M. of Prairie Rose No 309**

MUTUAL AID AGREEMENT

The Gifts Act, The Municipalities Act and The Emergency Planning Act allow for a municipality to enter into an agreement with any other municipality for the purposes of providing:

- a) emergency services, and
- b) equipment and facilities.

The parties to this agreement wish to provide mutual assistance to each other in the event of a major disaster as defined in this agreement.

The Humboldt and District Fire Protection Association (HDFPA) consists of the following municipalities:

- City of Humboldt
- Village of Muenster
- Village of St Gregor
- Rural Municipality of Humboldt No 370
- Rural Municipality of Wolverine No 340
- Rural Municipality of St Peter No 369
- Rural Municipality of Bayne No 371
- Order of St Benedict

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1) Mutual Assistance

- a) For the purposes of this agreement "major disaster" means an event within the confines of one or more parties jurisdictions that requires the utilization of emergency services, exceeds its available resources and is in the nature of either:
 - i) a calamity caused by:
 - (1) accident,

- (2) act of war or insurrection,
- (3) terrorist activity as defined in the Criminal Code, or
- (4) forces of nature; or
- ii) a present or imminent situation or condition that requires prompt action to prevent or limit:
 - (1) the loss of life,
 - (2) harm or damage to the safety, health or welfare of people, or
 - (3) damage to property or the environment.
- b) The parties agree to provide mutual assistance to the other, within the boundaries of their municipality, for services, facilities and equipment under their control, as available.
- c) The said mutual assistance will be provided upon request in accordance with the terms of this agreement.
- d) The local authority or his/her designate shall make the request for mutual assistance. The request shall authorize the requested party to send resources to the incident, or to receive people into their community.
- e) Notwithstanding the above, the requested party may:
 - i) choose not to respond,
 - ii) divert to another emergency call in its jurisdiction, or
 - iii) withdraw to its own jurisdiction; provided however in this event the requested party shall inform the requesting party before withdrawing.

2) Command

- a) Responsibility for managing response to the incident shall remain with the requesting municipality. Command may be transferred if the requesting municipality feels that it is in the best interest for the incident.
- b) The personnel and apparatus of the requested municipality shall remain under its own control as a unit, but shall provide its services pursuant to the direction of the incident commander.

3) Reporting

- a) Incident reporting to the appropriate provincial Ministry or to any other authorities shall be done by the requesting jurisdiction.

4) Exchange of Information

- a) The parties agree to make available to the other at the time of an incident:
 - i) maps of its jurisdiction indicating the nearest and most suitable roads to enable responders to get to an emergency as quickly as possible together with locations of water supplies and access thereto,
 - ii) appropriate Operating Guidelines,
 - iii) communication protocol,
 - iv) a copy of the municipality's Emergency Plan, and
 - v) list of resources that may be utilized in the event of an emergency including:
 - (1) equipment,
 - (2) manpower,
 - (3) telephone numbers of municipal officials, and
 - (4) key personnel names and contact information.
- b) In the event that there are amendments to the maps, Operating Guidelines, Emergency Plan, communication protocol, and/or key contact information, the parties agree to provide to all other parties the amended copies.

5) Indemnification

- a) Each of the parties agree to indemnify the other for any damage or claims of any nature due to any act done in good faith pursuant to this agreement. This will include, but not be limited to, all claims, losses, costs and expenses by reason of any injury to any person or damage to any property.

6) Compensation

- a) Each of the parties agree to provide compensation to the responding party based on the following:
 - i) manpower shall be compensated at the current rate of pay as per each municipalities policy outlining the current rate,
 - ii) equipment shall be compensated at the rental rates listed in the most current edition of "Farm Machinery Custom and Rental Rate Guide" published by Saskatchewan Ministry of Agriculture or calculated using Appendix C in that Guide. Or the Saskatchewan Heavy Construction Association Equipment Rental & Rates Guide.

- iii) Each municipality shall supply a list of equipment not listed in the above Guide and shall be compensated at the current charge out rate for the particular piece of equipment set out in Appendix 1. This schedule can be sent out or updated as required at any time prior to the ending date of this agreement.
- iv) expendable materials shall be compensated based on replacement cost at the time of use.
- b) In addition to the payment for services as set out above, the requesting party agrees to compensate the requested party for any non-negligent damages to equipment or clothing that is damaged while providing said services.
- c) Each responding party that responds to a request for an emergency response shall provide a statement of account to the requesting party detailing the amounts provided for by Article 6)a. The Account shall be paid within 30 days of receipt of the statement of account.
- d) An account that is not paid in accordance with Article 6)c shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three percent (3%) per annum from the date the services and equipment were provided until the account is paid.
- e) The requesting party shall, within ninety (90) days of the conclusion of the emergency, provide a complete statement of account for the entire incident to all responding parties.

7) Term of Agreement

- a) This agreement shall come into effect January 1, 2019 and shall continue until December 31, 2024.
- b) Each party may submit a new revised list of equipment and charges prior to the renewal of this contract which will be forwarded to all parties.
- c) Any party may terminate this agreement upon sixty days written notice.
- d) In the event of an ongoing emergency or disaster which continues past the expiration date of this agreement, this agreement may be extended by the Mayor(s) and/or Reeve(s) until the conclusion of the emergency event.

8) Counterpart Signatures

- a) This agreement may be executed in one or more counterparts, all of which together shall constitute one agreement, and each of which separately shall

constitute an original document. Facsimile or electronic transmission of a signed original of this agreement, and retransmission of any facsimile or electronic transmission shall be the same as delivery of the original.

- b) The Humboldt and District Fire Protection Association agrees to be the central repository of an original signed copy of these agreements and to make it available electronically to all signees.

IN WITNESS WHEREOF, the parties have affixed their respective corporate seals, attested by the hands of the respective signing officers duly authorized in that behalf.

APPENDIX 1

<u>1</u>	<u>HDFPA 2018 EQUIPMENT RATES</u>	<u>Non-Member</u>
-	2001 Freightliner Pumper	\$1285/hr.
-	2015 Kenworth Water Tender	\$1285/hr.
-	2012 Rosenbauer Heavy Rescue	\$1285/hr.
-	Command Units	\$285/hr.
-	Kubota All Terrain Unit	\$215/hr.
-	2012 Rosenbauer 78' Aerial	\$1680/hr.

Above Rates do not include Manpower.

Any member of the HDFPA is entitled to a discount of 30% of the rates listed above.

Humboldt and District Fire Protection Association President.

Doug Hogeman

Corinne Richardson

Print Name:

Doug Hogeman

Corinne Richardson

Signature:

Town of Bruno,

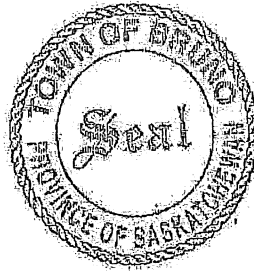
SEAL

Dale Glassman

Print Name:

Dale Glassman

Signature:



Village of, Englefeld

Jeanie Best



Town of Watson.

E. Ann Schreiner

Print Name:

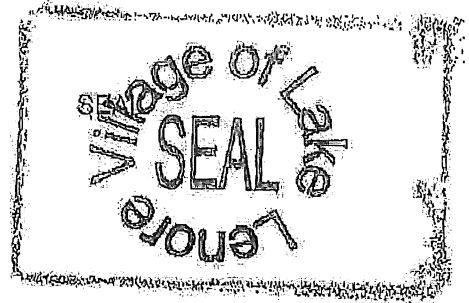
E. Ann Schreiner

Signature:



Village of LAKE LENORE

Darb Palotaske



Village of Anaheim.

Mike Bold Mayor

Print Name:

Mike Bold

Signature:

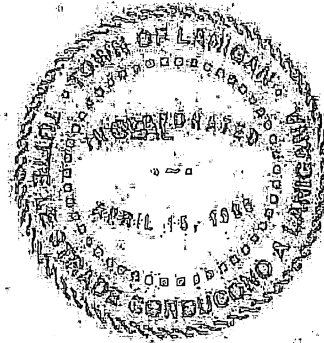




Town of Lanigan
T. Andrew Celovsky, Mayor
Jennifer Thompson, CIO


Print Name:


Signature:



Town of Leroy
Glenda Hamilton,
Brian Thoers, Mayor


Print Name:


Signature:

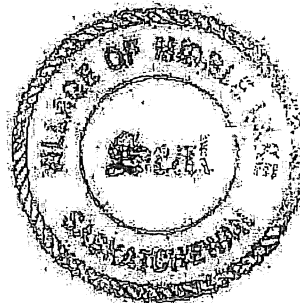


Village of Middle Lake
COLETTE HAUSER, Admin
Ken HERMAN, Mayor

Print Name:


Signature:

SEAL



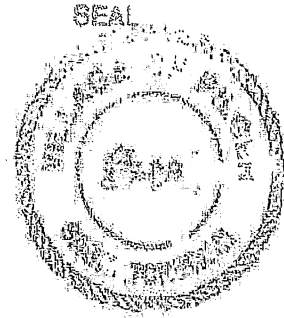
Village of Piper.

Ardena B. Broussard

Print Name:

Ardena B. Broussard

Signature:



Town of St Brieux.

Jefferie Marie-Michaud

Print Name:

Jefferie Marie-Michaud

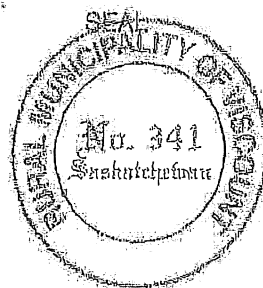
Signature:



RM of Viscount No 341.

Toni Mack
Print Name: (Resolution 2018-181)

Toni Mack
Signature:



RM of Three Lakes No.400.

Allen Baumann

Print Name:

Allen B.

Signature:



RM of Osborne No 310.

Anna Rintoul

Print Name:

Anna Rintoul

Signature:



RM of Leroy No 339.

Reeie Calvin Bouda

Print Name:

Reeie

Signature:



ADMINISTRATIVE W. Bouda

W. Bouda

RM of Lake Lenore No 399.

Jean Kernalsguen (Reeve)

Print Name:

Jean Kernalsguen
Signature:

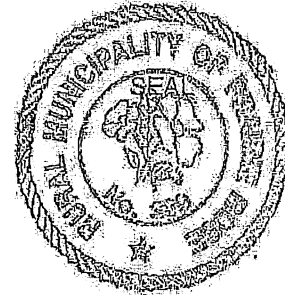


RM of Prairie Rose No 309.

MELISSA DIENO

Print Name:

Melissa Dieno
Signature:



APPENDIX 1

2 HDFPA 2018 EQUIPMENT RATES *Non-Member*

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