

Rural Municipality of Pleasant Valley No. 288

MUTUAL AID AREA AGREEMENT BYLAW

BYLAW NO. 02-2016

A BYLAW TO ENTER INTO A MUTUAL AID AREA AGREEMENT WITH THE TOWN OF ROSETOWN AND THE RURAL MUNICIPALITY OF ST. ANDREWS NO. 287, RURAL MUNICIPALITY OF MARRIOTT NO. 317 AND THE RURAL MUNICIPALITY OF MOUNTAIN VIEW NO. 318 TO PROVIDE FOR SHARED FIRE PROTECTION.

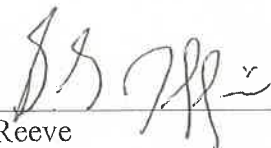
The Council of the Rural Municipality of Pleasant Valley, in the Province of Saskatchewan, enacts as follows:

1. Approval is hereby authorized to enter into an agreement with the Town of Rosetown and the Rural Municipality of St. Andrews No. 287, Rural Municipality of Marriott No. 317, and the Rural Municipality of Mountain View No. 318 to provide shared fire protection services within the boundaries of the before mentioned municipalities.
2. The terms of the agreement are defined in the "Mutual Aid Area Agreement" between the parties involved, being attached to and marked as Schedule "A" to this bylaw.
3. The Reeve and the Administrator of the Rural Municipality of Pleasant Valley No. 288 are hereby authorized to sign the agreement on behalf of the municipality and affix thereto the corporate seal of the Municipality.

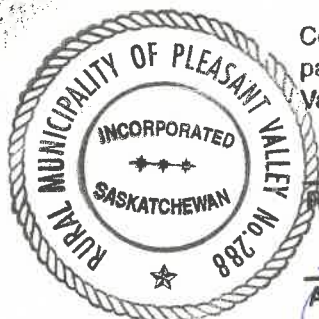
Read a first time this 14 day of July, 2016.

Read a second time this 14 day of July, 2016

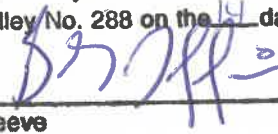
Read a third time and passed this 14 day of July, 2016


Reeve


Administrator



Certified a true and correct copy of Bylaw No. 2-2016,
passed by the Council of the Rural Municipality of Pleasant
Valley No. 288 on the 14 day of July, 2016.


Reeve


Administrator

AMENDING AGREEMENT

THIS AGREEMENT made the 1st day of May, 2024,

Between:

The Town of Rosetown
(herein after called the Party of the First Part)

And:

The Rural Municipality of St. Andrews No. 287;
The Rural Municipality of Pleasant Valley No. 288;
The Rural Municipality of Marriott No. 317; and
The Rural Municipality of Mountain View No. 317
(herein after called the Parties of the Second Part)

1. The Parties hereby mutually agree that the Mutual Aid Area Agreement dated April 15, 2021 and which came into effect January 1, 2021 and ends December 31, 2025 (the "original agreement") is amended by adding the following section after section 14 of the original agreement:
15. The parties of the second part hereby authorize the party of the first part to act on their behalf for the sole purpose of executing mutual aid agreements with other municipalities to provide emergency services to the parties to this agreement. This delegation of authority is made pursuant to section 126 of *The Municipalities Act*, SS 2005, c M-36.1. For further clarity, the party of the first part may commit the fire truck owned by the parties of the second to be used in an emergency response pursuant to any such mutual aid agreement. The party of the first part shall be responsible for the accounting and invoicing required pursuant a mutual aid agreement and in the event the fire truck owned by the parties of the second part is used in an emergency response, the party of the first part shall distribute any revenue associated with its use to the parties of the second part before the end of each calendar year of receipt of said funds by the party of the first part.

The parties of the second part agree to be bound by any mutual aid agreement entered into by the party of the first part during the term of this agreement regardless of whether the term of the other mutual aid agreements extends beyond the term of this agreement (December 31, 2025).

Notwithstanding section 9 of this agreement, the parties agree that the party of the first part shall indemnify, defend and save harmless the parties of the second part from any and all liability in connection with the use of the truck owned by the parties of the second part when said truck is used by personnel of the Rosetown Fire Department when attending a fire outside of the municipal boundaries of the parties of the second part pursuant to a mutual aid agreement except where liability arises as a result of the negligent or intentional acts or omissions of the parties of the second part.

AMENDING AGREEMENT

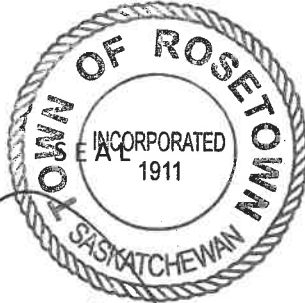
The party of the first part agrees to provide the parties of the second part with a copy of any mutual aid agreement, and any amendments thereto, executed under the authority delegated pursuant to this agreement.

2. All other matters connected with the original agreement are continued.

3. Each of the Parties agrees to be bound by this Amending Agreement.

In witness whereof the parties hereto have executed this amending agreement as of the day and year first above written.

TOWN OF ROSETOWN



Mayor

Administrator

R.M. OF ST. ANDREWS NO. 287



Reeve

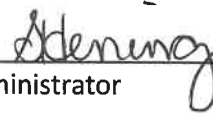
Administrator

AMENDING AGREEMENT

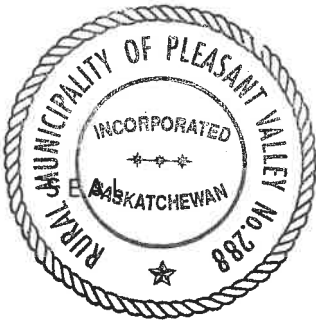
R.M. OF MARRIOTT NO. 317

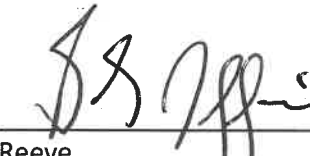


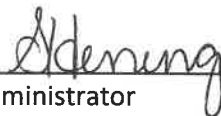

Reeve


Administrator

R.M. OF PLEASANT VALLEY NO. 288




Reeve


Administrator

R.M. OF MOUNTAIN VIEW NO. 318




Reeve


Administrator

MUTUAL AID AREA AGREEMENT

This agreement made in quintuplicate this 15th day of April, 2021.

BETWEEN:

The Town of Rosetown
(herein after called the Party of the First Part)

AND:

The Rural Municipality of St. Andrews No. 287;
The Rural Municipality of Marriott No. 317;
The Rural Municipality of Pleasant Valley No. 288; and
The Rural Municipality of Mountain View No. 318
(herein after called the Parties of the Second Part)

WHEREAS the parties of the second part are the owners of a fire truck and the party of the first part is the owner of the fire hall used for the purpose of housing said truck;

AND WHEREAS the manning of the said fire truck in the event of fires within the boundaries of the Parties of the second part has been arranged by mutual agreement between the parties to this agreement in the past,

Therefore; this agreement witnessed as follows:

1. The parties of the second part agree to pay to the party of the first part of the sum of Three Thousand Dollars (\$3,000.00) per annum for the rental of the fire hall station to be located with the Town of Rosetown's fire fighting equipment, and the town agrees to supply the necessary utilities including heat and light, and to provide janitorial services hereafter.
2. It is agreed between the parties hereto that the said annual rental shall be payable from the first day of January and until the 31st day of December, of each year, and shall be payable annually.
3. It is further agreed between the parties hereto that each member of the Rosetown Fire Department answering a fire alarm with respect to a fire in either the Rural Municipality of St. Andrews No. 287 or the Rural Municipality of Marriott No. 317 or the Rural Municipality of Pleasant Valley No. 288 or the Rural Municipality of Mountain View No. 318 shall be paid at the approved hourly rate for answering the call. Those members who actually attend the fire be paid the approved hourly rate per hour for the first hour, and the approved per hour for each subsequent hour. The above rates are subject to change to a maximum of the same rate as the general yearly wage increase given by council to town employees.
4. It is agreed and understood between the parties of this agreement that no more than five (5) members of the Rosetown Fire Department shall be required to attend to fire fighting in either of the above named municipalities at any one time.

MUTUAL AID AREA AGREEMENT

5. The parties of the second part agree that the monies payable to the members of the fire department should be paid by the parties of the second part within thirty (30) days after a statement of account has been received by them from the Rosetown Fire Department.
 6. It is understood between the parties hereto that the party of the first part is required to pay the members of its Fire Department for practice meetings and for standby pay, the approved hourly rates per man for practice meetings and the approved hourly rate per man per day for standby pay for the five (5) long weekends, to a maximum of fifteen (15) man days per year. It is agreed between the parties to this agreement that the parties for the second part shall reimburse the party of the first part four-twentieths (4/20) of the costs to the Town of Rosetown for such practice meetings, at the above rate, or by mutual consent of the parties of the second part, or any revised rate, during the currency of this agreement, and standby pay, the standby rate will remain the same during the lift of the agreement.
 7. The parties of the second part further covenant and agree to pay the party of the first part four-twentieths (4/20) of the cost to the party of the first part of training costs, and the alarm system. It is understood that the parties of the second part pay the costs of maintenance entirely, including gas, oil, batteries, repairs, etc., on their own truck.
 8. The party of the first part agrees to pay the total levy for Workers' Compensation annually and to bill the parties for the Second part with four-twentieths (4/20) thereof, which the parties of the second part hereby agree to assume and pay.
 9. The parties of the second part covenant and agree that liability insurance shall be the responsibility of the parties of the second part once their fire truck leaves the garage for the purpose of fighting a fire outside the limits of the Town of Rosetown, and the parties for the second part agree to indemnify and save harmless the party of the first part from any and all liability in connection therewith when such truck is used by personnel of the Rosetown Fire Department when attending a fire in either of the said Municipalities.
 10. It is further agreed between the parties hereto that at the discretion of the Fire Chief, or Deputy Fire Chief of the Rosetown Fire Department the party of the first part shall have the use of the said truck for fighting a fire within the said Town of Rosetown free of charge. The party of the first part agrees to advise the parties of the second part whenever their truck has been used by the Rosetown Fire Department for the fighting of a fire in the Town of Rosetown. It is further agreed between the parties hereto that at the discretion of the Fire Chief or Deputy Fire Chief of the Rosetown Fire Department the party of the second part shall have the use of the Town Fire Truck for fighting a fire within the boundaries agreed to between the R.M. of St. Andrews No. 287, the R.M. of Marriott No. 317, the R.M. of Pleasant Valley No. 288, and the R.M. of Mountain View No. 318 free of charge. The Fire Chief or Deputy Fire Chief agrees to advise the parties for the second part whenever one of the Town's fire fighting trucks has been used for fighting a fire in the R.M.'s involved in this agreement.
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MUTUAL AID AREA AGREEMENT

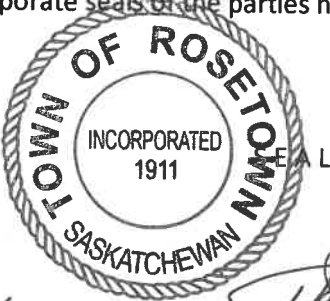
11. The parties of the second part covenant and agree to pay all amounts payable under the terms of this agreement not herein before specifically provided for, within thirty (30) days following, the receipt for any account therefor from the party of the first part.
12. That it is understood that the Fire Department will operate according to the Fire Departments 1995 Suggested Operating Procedures. That the Fire Department responds to high angle rescue confined space rescue and dangerous goods incidents on a non-technical basis.
13. This agreement shall be effective from the term of Five (5) years beginning January 1, 2021 and ending December 31, 2025 and shall so stay in effect until a new agreement is signed, unless terminated by any of the parties hereto by the giving of one (1) year notice in writing of such intention.

If written notification is received to terminate this agreement the R.M.'s will enter into negotiations to determine if a payout is required. If an agreement between the R.M.'s can not be obtained the R.M.'s hereby agree to enter into mediation, at their expense.

14. This agreement supersedes the Mutual Aid Area agreement signed July 19, 2016.

IN WITNESS WHEREOF, the corporate seals of the parties hereto attached by the hand of the proper officers.

TOWN OF ROSETOWN



Mayor

A handwritten signature in dark ink, appearing to read "Trevor Amy", written over a horizontal line.

Administrator

A handwritten signature in dark ink, appearing to read "John Smith", written over a horizontal line.

R.M. OF ST. ANDREWS NO. 287



Reeve

A handwritten signature in dark ink, appearing to read "John Smith", written over a horizontal line.

Administrator

A handwritten signature in dark ink, appearing to read "John Smith", written over a horizontal line.

MUTUAL AID AREA AGREEMENT

R.M. OF MARRIOTT NO. 317


Reeve


Administrator

R.M. OF PLEASANT VALLEY NO. 288


Reeve


Administrator

R.M. OF MOUNTAIN VIEW NO. 318


Reeve


Administrator