


VILLAGE OF NEILBURG


BYLAW 6, 2015

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING  
MUTUAL AID WITH THE RM OF CUT KNIFE NO. 439 AND TOWN OF CUT KNIFE**

The Council of Village of Neilburg, in the Province of Saskatchewan,  
enacts as follows:-

- 1] The Village of Neilburg is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw and identified as Exhibit "A" and Exhibit "B" for the purpose stated in the agreement.
- 2] The Mayor and Administrator of the Village of Neilburg are hereby authorized to sign and execute the attached agreement identified as Exhibit "A" and Exhibit "B"

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator



I certify this to be a true copy  
of the original document

Bylaw 6, 2015  
Date November 9, 2015  
Janet Black, Administrator  
Name Position

Janet Black  
Signature

THIS AGREEMENT IS made this 9 day of November, 2015

BETWEEN:

**TOWN OF CUT KNIFE**  
A municipal corporation in the Province of Saskatchewan  
**AND**  
**VILLAGE OF NEILBURG**  
A municipal corporation in the Province of Saskatchewan

WHEREAS:

- A. The Town of Cut Knife and the Village of Neilburg exist in close proximity; and
- B. The Town of Cut Knife and the Village of Neilburg operate Fire departments and provide certain suppression, rescue and/or dangerous goods services to their respective populations; and
- C. The Parties 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 Town of Cut Knife and the Village of Neilburg deem it expedient and in the public's best interest to agree between them that the Parties may provide aid, each to the other, in such circumstances; and
- D. The Parties are empowered pursuant to Sec. 42 of the Municipalities Act, 2006 to enter into agreement with the other municipalities for the furnishing of firefighting services and firefighting equipment beyond their boundaries, on any terms that may be agreed upon, and
- E. The parties wish to agree herein to terms upon which firefighting services and equipment may be provided:

NOW THEREFORE THIS AGREEMENT WITNESSES:

**SECTION 1: DEFINITIONS**

1.1 The following words and phrases shall have the meaning ascribed to them in this Section 1 for the purpose of this agreement:

**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 the municipality, whether or not assistance is actually extended.

**Per Incident Charge(s)** – means those charges for the provision of Fire Services set forth in Section hereto, which charges may be adopted and which may be amended from time to time by bylaw of the Council of each party.

**Fire Services** – means fire-fighting, rescue and/or dangerous goods assistance and other mishaps; which may occur in any municipality from time to time.

**Fire Services Agreement** - means an agreement between either party hereto and another municipality by which certain fire-fighting and other services are provided to that municipality, but excludes mutual aid agreements between municipalities.

**Fire Chief** – for the purpose of Section 6 and 7 of this agreement, means the Chief of the Assisting Party or the Requesting Party, as the case may be, and includes other personnel as are authorized by their department policy to request or extend aid under this agreement.

**Incident Command Procedures** – means those procedures for the establishment and transferring of command over fire-fighting and related services at the scene of an emergency response as described in Section 4 of this agreement.

**Requesting Party** – means the party which has the primary obligation to respond to fire alarms and other emergencies within a municipal territorial jurisdiction and which assistance from the other party pursuant to this agreement.

## **SECTION 2: TERMS OF AGREEMENT**

2.1 This agreement shall be in force and effect from the effective date, and shall continue in effect until termination by their Party in accordance with the provisions of Section 13.

2.2 The effective date shall be the date upon which the last party executes this agreement, following ratification hereof by bylaw or resolution of the Councils of each party.

## **SECTION 3: FIRE SERVICE 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 within its jurisdiction or is unable to respond with sufficient manpower or equipment, in the opinion of the Requesting Party. In addition to the above, Fire Services may be extended without request if the Party that holds primary responsibility for the jurisdiction in which an emergency is taking place is unable to be contacted.

3.3 Where the requesting Party is privy to a Fire Services Agreement, the geographical area covered in the Fire Services Agreement shall for the purposes hereto be deemed to be within the jurisdiction of the Requesting Party, without inquiry by the Assisting Party. In such cases the Requesting Party shall be principally liable for the payment of the service charges of the Assisting Party whether or not the municipality receiving aid under the Fire Services Agreement disputes such charges.

## **SECTION 4: JURISDICTION AND COMMAND**

4.1 Where the Requesting Party has been unable to respond to a call for Fire Services, the Assisting Party shall have command of the response and shall provide Fire Services in accordance with all applicable policies, operating procedures, directives and/or practices of the Assisting Party.

4.2 Where the requesting Party requests assistance but has responded or intends to respond to a separate call, the first Party on the scene shall establish a command, and shall retain jurisdiction and command over Fire Services unless command is formerly turned over to the other Party in accordance with appropriate Incident Command Procedures.

#### **SECTION 5: EFFECT OF COMMAND**

5.1 The Party which established or assumes command may direct the other Party in accordance with the policies, procedures, practices, and methodologies adopted or followed by the commanding Party.

5.2 The Party subject to the commands of the other shall respond to such command whether or not such commands are in accordance with policies, procedures, practices and methodologies adopted or followed by the subordinate Party.

5.3 Nothing set forth in subsections 5.1 or 5.2 above shall require the subordinate Party to act or suffer or permit any action which may be contrary to law or which places personnel or equipment of the Party unduly at risk.

#### **SECTION 6: ASSISTANCE DISCRETIONARY**

6.1 The Parties acknowledge that each has a primary obligation to provide Fire Services within the boundaries of its own municipality and/or Fire Protection District, and that the provisions of aid to the Requesting Party may not be advisable, on a 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 travelling distance involved, and the existence or apprehension of emergencies or potential emergencies within the Assisting Party's municipality. Accordingly, the Fire Chief of a Party that receives a request to assist another Party shall have the sole and unfettered discretion to authorize the Fire Services to the 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 the 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.

6.2 Notwithstanding anything to the contrary in this agreement, the Assisting Party shall under no circumstances be liable for any damages or injury for failing to respond to any call or for delay in responding to any call or as a result of the failure or the equipment to attend to the incident scene.

#### **SECTION 7: PROCEDURES FOR REQUESTS**

7.1 The Fire Chief of the Requesting Party shall have and is hereby granted full and sufficient authority to request Fire Services from the Assisting party.

7.2 The Fire Chief or the Assisting Party shall have and is granted full and sufficient authority to provide, or, in his discretion, to decline to provide Fire Services to the Requesting Party.

7.3 The Fire Chief of the Assisting Party is further authorized to dispatch such personnel and equipment as can be allocated, in his judgement, for the response, and may do so without verifying the bona fides of the call or the 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 requests for assistance are being made under false pretenses.

#### **SECTION 8: PER INCIDENT CHARGE**

8.1 The Assisting Party may charge their regular rates that are approved by their municipality or Fire Board.

#### **SECTION 9: EMERGENCIES MEASURES**

9.1 The Parties acknowledge that each has an Emergency Measures Plan in effect in accordance with The Emergency Planning Act, 1989. The provision of this agreement is not in lieu of plans made in respect of emergency measures nor does this agreement derogate from the duty of the Parties hereto to follow protocols and lawfully report to authorities and agencies in the case of discharges of pollutants, spills or discharges of hazardous materials, hazardous waste, disaster in the transportation of dangerous goods and incidents of the like.

#### **SECTION 10: INSURANCE**

10.1 Each Party hereto shall obtain and keep in force all risk property insurance coverages, on a appraised cost basis, vehicle and equipment which may be employed in the provision of assistance under this agreement.

10.2 Each Party hereto shall obtain and keep in force Comprehensive Liability Insurance covering the operations of its fire department, including unlicensed vehicles, in an amount not less than 5,000,000 per occurrence.

#### **SECTION 11: MUTUAL RELEASES**

11.1 Each Party agrees to remise and release the other Party in respect to damage 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 right or cause of action in respect of such loss or injury as against the other party, howsoever arising.

#### **SECTION 12: INDEMNIFICATION**

12.1 The 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 loses, claims, costs, expenses, demands, action and causes of action (hereinafter in this Article 12 called "costs" asserted by third parties, save and except and this covenant of indemnity expressly excludes, such costs or portions of costs as are attributed to the negligence or breach of covenant herein committed by the Assisting Party, its officers, employees, and/or volunteers. Notwithstanding termination of this agreement in accordance with Article 13, the covenant of indemnity shall apply to such costs as arise in consequence of the provision of Fire Services by the Assisting Party during the currency of the Agreement.

### **SECTION 13: TERMINATION**

13.1 Either Party hereto may terminate this agreement upon thirty (30) days written notice to such effect delivered to the other party.

### **SECTION 14: GENERAL AND MISCELLANEOUS**

14.1 The captions, section numbers, article numbers appearing in this agreement are inserted in a matter of convenience only and no way define, limit, construe, or describe the scope or intent of such clauses or articles and such captions, section numbers, article numbers shall not in any way other than for reference purposes affect the interpretation or construction of this Agreement.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

14.3 Subject to the provision hereto for the revision of fees, this Agreement may not be modified or amended except by an instrument in writing signed by both Parties hereto or by their successors or assigns.

14.4 If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstances, is held to be rendered unenforceable or illegal then such term, covenant or condition:

- a) is and is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its unenforceability or illegality does not effect, impair, or invalidate the remainder of the Agreement or any part thereof; and
- b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable or illegal.

Neither Party is obliged to enforce any terms, covenant, or condition, in this Agreement against any person, if, by doing so, such Party is caused to be in breach of any laws, regulations, or enactments from time to time in force.

14.5 No waiver shall be inferred or implied by any forbearance by a Party hereto or anything done or omitted to be done by a party with respect to a default, breach, or nonobservance except only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver.

14.6 Notwithstanding anything to the contrary contained in this agreement, if either of the parties is bona fide delayed or hindered in or prevented from performance of any term, covenant or act

required in this Agreement by reason strikes, lockouts, labour trouble, inability to procure materials, government intervention or other casual or contingency beyond the reasonable control of the party who is by reason thereof delayed in the performance of such Party's covenants and obligations under this agreement in circumstances where it is not within reasonable control of such Party to avoid delay, excluding insolvency, lack of funds or financial cause of delay (hereby known as "unavoidable delay"), such performance shall be excused for the period of the delay and the period within which performance is to be effected shall be extended by the period of such delay.

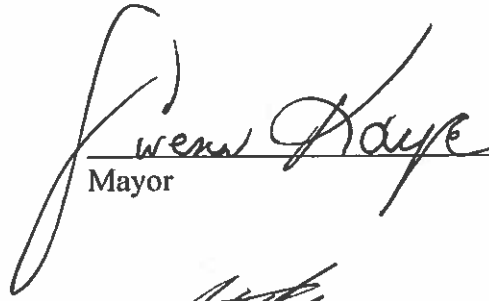
14.7 Any notice or demand required or permitted to be given to either Party hereto pursuant to this Agreement (excluding requests for assistance contemplated in Section 3) shall be in writing and may be delivered. If mailed to the party in person (or agent) or by sending it by prepaid registered mail addressed to the other Party or to such alternate addresses as either Party may be notices from time to time advise, and if mailed as aforesaid be deemed to be given three (3) days following the date of such mailing. Any such notice, demand, request, or consent is conclusively deemed to have been given or made on the day upon which it is delivered, or if mailed and postal service is interrupted or substantially delayed, any notice, demand, request, or other instrument shall be delivered only in person to the other Party.

14.8 Time is of the essence of the Agreement and every part thereof.

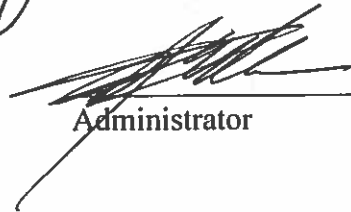
14.9 This Agreement shall be binding upon and endure to the benefit of the Parties, their respective successors and representatives.

THIS AGREEMENT executive the day and the date first written above by affixing the appropriate signatures of both Parties.

THE TOWN OF CUT KNIFE

  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

Administrator

THE VILLAGE OF NEILBURG

  
\_\_\_\_\_

Mayor



  
\_\_\_\_\_

Administrator



THIS AGREEMENT IS made this 9 day of November, 2015

BETWEEN:

RURAL MUNICIPALITY OF CUT KNIFE NO. 439  
(Otherwise known as the RM of Cut Knife No. 439)  
A municipal corporation in the Province of Saskatchewan

AND

VILLAGE OF NEILBURG  
A municipal corporation in the Province of Saskatchewan

WHEREAS:

- A. The RM of Cut Knife No. 439 and the Village of Neilburg exist in close proximity; and
- B. The RM of Cut Knife No. 439 and the Village of Neilburg operate Fire departments and provide certain suppression, rescue and/or dangerous goods services to their respective populations; and
- C. The Parties 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 RM of Cut Knife No. 439 and the Village of Neilburg deem it expedient and in the public's best interest to agree between them that the Parties may provide aid, each to the other, in such circumstances; and
- D. The Parties are empowered pursuant to Sec. 42 of the Municipalities Act, 2006 to enter into agreement with the other municipalities for the furnishing of firefighting services and firefighting equipment beyond their boundaries, on any terms that may be agreed upon, and
- E. The parties wish to agree herein to terms upon which firefighting services and equipment may be provided:

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3.2 Fire Services may be requested either where the Requesting Party is unable to respond to a call within its jurisdiction or is unable to respond with sufficient manpower or equipment, in the opinion of the Requesting Party. In addition to the above, Fire Services may be extended without request if the Party that holds primary responsibility for the jurisdiction in which an emergency is taking place is unable to be contacted.

3.3 Where the requesting Party is privy to a Fire Services Agreement, the geographical area covered in the Fire Services Agreement shall for the purposes hereto be deemed to be within the jurisdiction of the Requesting Party, without inquiry by the Assisting Party. In such cases the Requesting Party shall be principally liable for the payment of the service charges of the Assisting Party whether or not the municipality receiving aid under the Fire Services Agreement disputes such charges.

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5.2 The Party subject to the commands of the other shall respond to such command whether or not such commands are in accordance with policies, procedures, practices and methodologies adopted or followed by the subordinate Party.

5.3 Nothing set forth in subsections 5.1 or 5.2 above shall require the subordinate Party to act or suffer or permit any action which may be contrary to law or which places personnel or equipment of the Party unduly at risk.

#### **SECTION 6: ASSISTANCE DISCRETIONARY**

6.1 The Parties acknowledge that each has a primary obligation to provide Fire Services within the boundaries of its own municipality and/or Fire Protection District, and that the provisions of aid to the Requesting Party may not be advisable, on a 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 travelling distance involved, and the existence or apprehension of emergencies or potential emergencies within the Assisting Party's municipality. Accordingly, the Fire Chief of a Party that receives a request to assist another Party shall have the sole and unfettered discretion to authorize the Fire Services to the 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 the 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.

6.2 Notwithstanding anything to the contrary in this agreement, the Assisting Party shall under no circumstances be liable for any damages or injury for failing to respond to any call or for delay in responding to any call or as a result of the failure or the equipment to attend to the incident scene.

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7.3 The Fire Chief of the Assisting Party is further authorized to dispatch such personnel and equipment as can be allocated, in his judgement, for the response, and may do so without verifying the bona fides of the call or the 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 requests for assistance are being made under false pretenses.

## **SECTION 8: PER INCIDENT CHARGE**

8.1 The Assisting Party may charge their regular rates that are approved by their municipality or Fire Board.

## **SECTION 9: EMERGENCIES MEASURES**

9.1 The Parties acknowledge that each has an Emergency Measures Plan in effect in accordance with The Emergency Planning Act, 1989. The provision of this agreement is not in lieu of plans made in respect of emergency measures nor does this agreement derogate from the duty of the Parties hereto to follow protocols and lawfully report to authorities and agencies in the case of discharges of pollutants, spills or discharges of hazardous materials, hazardous waste, disaster in the transportation of dangerous goods and incidents of the like.

## **SECTION 10: INSURANCE**

10.1 Each Party hereto shall obtain and keep in force all risk property insurance coverages, on a appraised cost basis, vehicle and equipment which may be employed in the provision of assistance under this agreement.

10.2 Each Party hereto shall obtain and keep in force Comprehensive Liability Insurance covering the operations of its fire department, including unlicensed vehicles, in an amount not less than 5,000,000 per occurrence.

## **SECTION 11: MUTUAL RELEASES**

11.1 Each Party agrees to remise and release the other Party in respect to damage 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 right or cause of action in respect of such loss or injury as against the other party, howsoever arising.

## **SECTION 12: INDEMNIFICATION**

12.1 The 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 loses, claims, costs, expenses, demands, action and causes of action (hereinafter in this Article 12 called "costs" asserted by third parties, save and except and this covenant of indemnity expressly excludes, such costs or portions of costs as are attributed to the negligence or breach of covenant herein committed by the Assisting Party, its officers, employees, and/or volunteers. Notwithstanding termination of this agreement in accordance with Article 13, the covenant of indemnity shall apply to such costs as arise in consequence of the provision of Fire Services by the Assisting Party during the currency of the Agreement.

### **SECTION 13: TERMINATION**

13.1 Either Party hereto may terminate this agreement upon thirty (30) days written notice to such effect delivered to the other party.

### **SECTION 14: GENERAL AND MISCELLANEOUS**

14.1 The captions, section numbers, article numbers appearing in this agreement are inserted in a matter of convenience only and no way define, limit, construe, or describe the scope or intent of such clauses or articles and such captions, section numbers, article numbers shall not in any way other than for reference purposes affect the interpretation or construction of this Agreement.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

14.3 Subject to the provision hereto for the revision of fees, this Agreement may not be modified or amended except by an instrument in writing signed by both Parties hereto or by their successors or assigns.

14.4 If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstances, is held to be rendered unenforceable or illegal then such term, covenant or condition:

- a) is and is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its unenforceability or illegality does not effect, impair, or invalidate the remainder of the Agreement or any part thereof; and
- b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable or illegal.

Neither Party is obliged to enforce any terms, covenant, or condition, in this Agreement against any person, if, by doing so, such Party is caused to be in breach of any laws, regulations, or enactments from time to time in force.

14.5 No waiver shall be inferred or implied by any forbearance by a Party hereto or anything done or omitted to be done by a party with respect to a default, breach, or nonobservance except only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver.

14.6 Notwithstanding anything to the contrary contained in this agreement, if either of the parties is bona fide delayed or hindered in or prevented from performance of any term, covenant or act required in this Agreement by reason strikes, lockouts, labour trouble, inability to procure materials, government intervention or other casual or contingency beyond the reasonable control of the party who is by reason thereof delayed in the performance of such Party's covenants and obligations under this agreement in circumstances where it is not within reasonable control of such Party to avoid delay, excluding insolvency, lack of funds or financial cause of delay (hereby known as "unavoidable delay"), such performance shall be excused for the period of the delay and the period within which performance is to be effected shall be extended by the period of such delay.

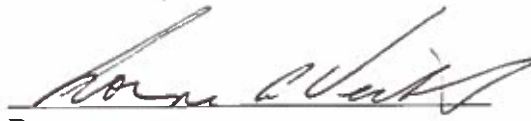
14.7 Any notice or demand required or permitted to be given to either Party hereto pursuant to this Agreement (excluding requests for assistance contemplated in Section 3) shall be in writing and may be delivered. If mailed to the party in person (or agent) or by sending it by prepaid registered mail addressed to the other Party or to such alternate addresses as either Party may be notices from time to time advise, and if mailed as aforesaid be deemed to be given three (3) days following the date of such mailing. Any such notice, demand, request, or consent is conclusively deemed to have been given or made on the day upon which it is delivered, or if mailed and postal service is interrupted or substantially delayed, any notice, demand, request, or other instrument shall be delivered only in person to the other Party.

14.8 Time is of the essence of the Agreement and every part thereof.

14.9 This Agreement shall be binding upon and endure to the benefit of the Parties, their respective successors and representatives.

THIS AGREEMENT executive the day and the date first written above by affixing the appropriate signatures of both Parties.

THE RM OF CUT KNIFE NO. 439



Reeve



THE VILLAGE OF NEILBURG



Mayor



Administrator