

TOWN OF EATONIA

BYLAW NO. 8/23

A BYLAW OF THE TOWN OF EATONIA TO ENTER INTO AN AGREEMENT  
FOR THE ESTABLISHMENT OF A MUTUAL AID FIRE AGREEMENT

The Council of the Town of Eatonia, in the Province of Saskatchewan, enacts as follows:

1. The Town of Eatonia is hereby authorized to enter into an agreement with the Council of the Town of Kindersley.
2. The terms of which are attached hereto and marked as Schedule "A".
3. The Mayor and Administrator of the Town of Eatonia are hereby authorized to sign and affix the Corporate Seal on behalf of the Town of Eatonia.

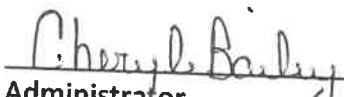
Given 1<sup>st</sup> reading this 12<sup>th</sup> day of December 2023.

Given 2<sup>nd</sup> reading this 12<sup>th</sup> day of December 2023.

Given 3<sup>rd</sup> reading and hereby adopted this 12<sup>th</sup> day of December 2023.



  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

Certified a true copy of Bylaw No. 8/23  
adopted by resolution of Council on the  
12<sup>th</sup> day of December 2023.

  
\_\_\_\_\_  
Administrator



MUTUAL AID  
AGREEMENT

FIRE SERVICES

TOWN OF KINDERSLEY

&

KINDERSLEY FIRE

DEPARTMENT

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**THIS RECIPROCAL AGREEMENT MADE THIS** 23 **DAY OF** October,  
A.D. 2023

**BETWEEN:**

**THE TOWN OF KINDERSLEY**

a municipal corporation  
in the Province of Saskatchewan  
(hereinafter referred to as the Town of Kindersley)

**PARTY OF THE FIRST PART**

- and -

**THE TOWN OF EATONIA**

a municipal corporation  
in the Province of Saskatchewan  
(hereinafter referred to as the Town of Eatonia)

**PARTY OF THE SECOND PART**

**WHEREAS:**

- A. The Town of Eatonia and the Town of Kindersley exist in close proximity; and
- B. The Town of Eatonia/R. M. of Chesterfield #261/R. M. of Newcombe #260 and the Town of Kindersley operate fire departments and supply certain fire suppression and extrication 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 calls for Fire Services from within their jurisdictions, and the Councils of the municipalities 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 under the provisions of **The Municipalities Act, Section 42**, to enter into agreements with other municipalities for the furnishing of fire services beyond their boundaries, on any terms that may be agreed upon; and
- E. The Parties wish to agree herein to terms upon which fire services may be provided.

NOW THEREFORE THIS AGREEMENT WITNESSES:

SECTION 1: DEFINITIONS

1.1 The following words and phrases shall have the meanings 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 a municipality, whether or not assistance is actually extended.

**Per Incident Charge(s)** means those charges for the provision of Fire Service, which may be amended from time to time by bylaw of the Councils of each Party.

**Fire Services** means fire-fighting which may occur in any municipality from time to time.

**Fire Chief** means the Fire 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 and related services, at the scene of an emergency response as described in Section 4 of this Agreement.

**Mutual Aid Agreement** means an agreement between the Parties hereto, both of which have fire services, whereby either Party may call upon the other party's fire service for assistance in the event of an emergency.

**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 requests assistance from the other Party pursuant to this Agreement.

SECTION 2: TERM OF AGREEMENT

2.1 This Agreement shall come into force and take effect from the effective date and shall continue in effect until terminated by either 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 of the Councils of the Town of Kindersley and the Town of Eatonja.

### SECTION 3: FIRE SERVICE MUTUAL AID

- 3.1 From the effective date each Party hereto may request Fire Services from the other Party provided the requested Fire Services are within the municipal boundaries of the Town of Kindersley or the Town of Eatonia. The Fire Services shall be requested and, if given, extended in accordance with and subject to the terms and conditions set forth in this Agreement.
- 3.2 Fire Services may be requested by the Requesting Party where they are unable to respond to a call within its jurisdiction or are unable to respond to a call with sufficient manpower or equipment. 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.

### SECTION 4: JURISDICTION AND COMMAND

- 4.1 Where the Requesting Party has been unable to respond to a call for Fire Services, and the aid of the Assisting Party is requested, the Assisting Party shall have command of the response and shall provide Fire Services in accordance with all applicable policies, operating procedures, directives, and practices of the Assisting Party.
- 4.2 Where the Requesting Party requests assistance but has responded or intends to respond to a call, the first Party on the scene shall establish a command and shall retain jurisdiction and command over Fire Services unless command is formally turned over to the other Party in accordance with appropriate Incident Command Procedures.

### SECTION 5: EFFECT OF COMMAND

- 5.1 The Party which establishes or assumes command may direct the other Party in accordance with the policies, procedures, practices, and directives adopted or followed by the commanding Party.
- 5.2 The Party subject to the commands of the other shall respond to such commands, whether or not such commands are in accordance with policies, procedures, practices, and directives 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 comply with or permit any action which may be contrary to the law, or which places the personnel or equipment of that 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 Service Area, and that the provision of aid to the Requesting Party may not be advisable, due to such factors as the availability of resources, the nature of the incident giving rise to the request for aid, the traveling 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 decline to authorize 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 a 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 due to the failure of 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 of the Assisting Party shall have and is hereby granted full and sufficient authority to provide or, in their discretion, 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 their 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 to verify, as far as possible, that the request for assistance is not being made under false pretenses.

#### SECTION 8: PER INCIDENT CHARGE

- 8.1 Each Party hereto shall provide the Fire Services requested by the other Party at no charge.

#### SECTION 9: EMERGENCY MEASURES

- 9.1 The Parties acknowledge that each has an emergency measures plan in effect in accordance with The Municipality Act. The provisions of this Agreement are 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 covering vehicles 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 General 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 of damage to or loss of property and in respect of personal injury (including death) occurring while providing assistance under this Agreement, and each expressly waives any right 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 losses, claims, costs, expenses, demands, actions, and causes of action (hereinafter in this Section 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 any termination of this Agreement in accordance with Section 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, and article numbers appearing in this Agreement are inserted as a matter of convenience only and in no way define, limit, construe or describe the scope or intent of such clauses or articles and such captions, section numbers, and 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 provisions hereof 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 The words "the Towns" shall mean respectively "the Towns, their successors and / or permitted assigns".
- 14.5 If for any reason, any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstance, is held or rendered unenforceable or illegal then such term, covenant or condition:

- a) is deemed to be independent of the remainder of the Agreement and to be severable and divisible there from and its unenforceability or illegality does not affect 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 term, covenant, or condition in this Agreement against any person, if, or to the extent by doing so, such party is caused to be in breach of any laws, regulations or enactments from time to time in force.

- 14.6 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.
- 14.7 Notwithstanding anything to the contrary contained in this Agreement, if either of the Parties is bona fide delayed, hindered in or prevented from performance of any term, covenant or act required in this Agreement by reason of strikes, lockouts, labour trouble, inability to procure materials, government intervention or other 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 solvency, lack of funds or other 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 effect shall be extended by the period of such delay.
- 14.8 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 to the Party in person (or agent) or by sending it by mail or email to:

In the case of the Town of Kindersley to:

Town of Kindersley  
Office of the Administrator  
Box 1269  
Kindersley, Saskatchewan  
SOL 1SO  
[office@kinderslev.ca](mailto:office@kinderslev.ca)

In the case of the Town of Eatonia to:

Town of Eatonia  
Office of the Administrator  
Box 237  
Eatonia, Saskatchewan  
SOL 0Y0  
[eatonia@sasktel.net](mailto:eatonia@sasktel.net)



or to such alternate address as either party may by notice from time to time. Any notice, demand, request, or consent is conclusively deemed to have been made on the day upon which it is delivered, mailed, or emailed.

14.9 Time is of the essence of this Agreement and of every part thereof.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first shown in this Agreement.



TOWN OF EATONIA

*Dave Scott*  
MAYOR

*Cheryl Bailey*  
ADMINISTRATOR



TOWN OF KINDERSLEY

*P. P. P.*  
MAYOR

*Cheryl Bailey*  
ADMINISTRATOR