

TOWN OF BIRCH HILLS

BYLAW 2/96


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

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

1. The Town of Birch Hills is hereby authorized to enter into an Agreement with the Councils of:
R.M. OF BIRCH HILLS #460, and
MUSKODAY FIRST NATION

The terms of which are attached hereto and marked as Exhibit "A".

2. The Mayor, Administrator, and Fire Chief of the Town of Birch Hills are hereby authorized to sign and execute an Agreement, the terms of which are set out in Exhibit "A" herebefore referred to.


MAYOR


Administrator

INTRODUCED AND READ A FIRST TIME THIS 23RD DAY OF APRIL 1996

READ A SECOND TIME THIS 23RD DAY OF APRIL 1996

READ A THIRD TIME AND PASSED BY COUNCIL THIS 23RD DAY OF APRIL
1996

Certified a true copy
of Bylaw 2/96 passed by
Council on April 23rd, 1996.


Administrator

EXHIBIT "A"
MUTUAL AID AGREEMENT

THIS AGREEMENT made in triplicate this 20th day of June A.D. 1996.

BETWEEN:

The Rural Municipality and Town of Birch Hills
126 McCallum Avenue,
Birch Hills, Saskatchewan.
S0J 0G0

hereinafter referred to as "Birch Hills"

AND:

The Muskoday First Nation
Box 9,
Birch Hills, Saskatchewan.
S0J 0G0

hereinafter referred to as "Muskoday"

WHEREAS the communities of Muskoday and Birch Hills each have an equipped Volunteer Fire Department and qualified personnel.

AND WHEREAS Muskoday and Birch Hills wish to enter into a mutual aid agreement to provide a unified, effective fire fighting team involving each community to lend assistance, fire fighting equipment and expertise in a declared fire situation, to better the safety and protection of the citizens and property in each community.

NOWHEREFORE Muskoday and Birch Hills agree each with the other on the following conditions:

1. If a fire situation occurs in either community, it shall be at the discretion of the person in charge of the situation to determine if assistance is required.
2. Muskoday and Birch Hills shall provide each other with up to date maps showing the location and names of residences in their communities.
3. Should assistance be required, the other community's fire department shall respond and lend assistance. Once at the fire scene, the fire department that required assistance shall be in command of operations and the assisting fire department shall adhere to all reasonable commands.
4. In the event assistance is required, the requesting fire department shall, by two way communication, direct the assisting fire department to the fire scene.
5. The community requiring assistance agrees to pay to the assisting community the costs of fuel for the fire truck and manpower at a rate of \$8.00 per hour per fire fighter.
6. Muskoday and Birch Hills shall purchase and maintain in force separate Volunteer Fire Department Accident Insurance in an amount satisfactory to each other. In the event an insurance claim is made while assisting the other fire department, the fire department that requested the assistance shall reimburse the other fire department's deductible amount.
7. In the event there are two separate fires in one community, the fire department from the other community shall assist upon notice. A Fire Captain from the community requesting assistance shall meet and direct the assisting fire department to the location of the other fire scene and shall be in command of operations.

8. Should a fire situation occur in a community while that fire department is assisting the other community, the fire chief may, in his discretion, return to his community to attend the situation.

9. (a) Birch Hills shall indemnify and hold harmless the Muskoday First Nation and the Muskoday Volunteer Fire Department against all actions, claims and demands instituted or made against them or either of them by reason of any act or omission made by the fire department while lending assistance to Birch Hills.

(b) Muskoday shall indemnify and hold harmless Birch Hills and the Birch Hills Fire Department against all actions, claims and demands instituted or made against them or either of them by reason of any act or omission made by the fire department while lending assistance to Muskoday.

10. Birch Hills and Muskoday agree each with the other that this agreement is legal and binding upon them and any amendments shall be made by mutual agreement.

11. The Mutual Aid Communities shall meet twice a year (Spring and Fall) to review the Agreement and procedures.

12. This agreement shall be continuous, however, either party may withdraw from this agreement by giving the other party sixty (60) days written notice of such withdrawal.

IN WITNESS WHEREOF the Chief of the Muskoday First Nation, the Mayor of Birch Hills and the Reeve of the Rural Municipality of Birch Hills have hereunto set their hands.



Fire Chief




Chief



Fire Chief




Mayor



Administrator (Town)



Reeve



Administrator (RM)