

**Corrections, Public Safety and Policing
Emergency Management and Fire Safety**

**FIRE PROTECTION AND
MUTUAL AID AREA
AGREEMENT
GUIDELINES**

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FIRE PROTECTION AND MUTUAL AID AREA AGREEMENT GUIDELINES

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1. General Guideline Information

These documents have been compiled to assist communities with the protocol and tools to conduct and participate in the development of Fire Protection Agreements and Mutual Aid Area Agreements. Entering into an agreement takes some planning and this document is intended as a guide through some critical areas of the agreement.

Legal, fire protection and mutual aid agreements should be entered into with neighboring communities and with appropriate agencies. This can provide additional resources in the event of a major emergency or simultaneous emergencies within one jurisdiction.

While Fire Protection Agreements and Mutual Aid Area Agreements have similarities, it must be realized that the agreements are designed to cover specific situations. Each agreement has a unique element relative to its area, but has a main core purpose.

Considerations in making an agreement include:

1. The amount of the fee to be paid by the municipality receiving the fire protection and how it is calculated including labor, equipment replacement costs, insurance and others;
2. The period of the agreement;
3. Arbitration provisions to settle disputes;
4. The exact services to be provided, including level of service such as response time, equipment and personnel to be dispatched;
5. A legal description and civic address of the area the agreement applies to;
6. Who receives priority in the event of simultaneous calls, and
7. Liability for equipment, actions etc.

Fire Protection Agreements

In a Fire Protection Agreement (FPA) one municipality has a fire service which the other does not. The agreement is made so that the municipality with the fire service may provide fire protection services to the municipality without a fire service.

Mutual Aid Area Agreements

In a Mutual Aid Agreement (MAA) both municipalities have a fire service. The agreement is made so that either municipality may call upon the other municipality's fire service for assistance in the event of an emergency.

Authority

Fire protection and Mutual Aid Area agreements are permitted under the following Acts:

1. The Cities Act, Division 5, Section 33(1)

The Cities Act, Division 5, Miscellaneous Powers, Section 33(1) providing services outside city

33(1) A city may provide any service or thing that it provides in all or part of the city:

- (a) in another municipality with the agreement of that other municipality; or
- (b) on behalf of an Indian band with the agreement of that Indian band.

(2) A council, may, by bylaw, provide and charge for any fire-fighting, fire prevention or emergency service outside the city, or for the use of equipment or facilities outside the city, in the absence of an agreement with the other municipality, if a request for the service or for the use of the equipment or facilities is made by:

- (a) any other municipality or municipal government within or outside Saskatchewan;
- (b) a department, organization or agency of the Government of Saskatchewan or of the Government of Canada;
- (c) an Indian band;
- (d) any person, or
- (e) any other authority, organization or agency.

(3) On the request of the city that provided a service mentioned in subsection (2) to a person, the council of the municipality in which the service was received may provide for assessing and levying the cost of the service, and any amount so levied that remains unpaid at the end of the year in which the service was provided may be added to the taxes on any property owned by the person and collected in the same manner as taxes.

2. The Municipalities Act, Division 7, 42(1)

Division 7, Miscellaneous Powers
Providing services outside municipality

42(1) A municipality may provide any service or thing that it provides in all or part of the municipality:

- a) on behalf of any other municipality, with the agreement of that other municipality;
or
- b) on behalf of an Indian band, with the agreement of that Indian band.

(2) A council may, by bylaw, provide and charge for any fire-fighting, fire prevention or emergency service outside the municipality or for the use of equipment or facilities

outside the municipality, in the absence of an agreement with the other municipality, if a request for the service or for the use of the equipment or facilities is made by:

- a) any other municipality or municipal government within or outside Saskatchewan;
- b) a department, organization or agency of the Government of Saskatchewan or of the Government of Canada;
- c) an Indian band;
- d) any person; or
- e) any other property constituted authority, organization or agency.

(3) On the request of the municipality that provided a service mentioned in subsection (2) to a person, the council of the other municipality in which the service was received may provide for assessing and levying the cost of the service, any amount so levied that remains unpaid at the end of the year in which the service was provided may be added to the taxes on any property owned by the person and collected in the same manner as taxes.

3. The Northern Municipalities Act, 2010 Section 63

DIVISION 9

Miscellaneous Powers

Providing services outside municipality

63(1) A municipality may provide any service or thing that it provides in all or part of the municipality:

(a) in another municipality on behalf of any other municipality, with the agreement of that other municipality; or

(b) on a reserve on behalf of an Indian band, with the agreement of that Indian band.

(2) A council may, by bylaw, provide and charge for any fire-fighting, fire prevention or emergency service outside the municipality or for the use of equipment or facilities outside the municipality, in the absence of an agreement with the other municipality, if a request for the service or for the use of the equipment or facilities is made by:

(a) any other municipality or municipal government within or outside Saskatchewan;

(b) a ministry, organization or agency of the Government of Saskatchewan or of the Government of Canada;

(c) an Indian band;

(d) any person; or

(e) any other properly constituted authority, organization or agency.

(3) On the request of the municipality that provided a service mentioned in subsection (2) to a person, the council of the other municipality in which the service was received may provide for assessing and levying the cost of the service, and any amount so levied that remains unpaid at the end of the year in which the service was provided may be added to the taxes on any property owned by the person and collected in the same manner as taxes.

4. The Emergency Planning Act

Mutual Aid Area areas 11(1)

In this section:

(a) “**regional park**” means a regional park established pursuant to *The Regional Parks Act, 1979*;

(b) “**regional park authority**” means a regional park authority constituted or continued pursuant to *The Regional Parks Act, 1979*.

(2) For the purposes of establishing a Mutual Aid Area, a local authority may enter into agreements with all or any of the following:

(a) other local authorities;

(b) regional park authorities;

(c) the member of the Executive Council responsible for the administration of *The Parks Act*.

(3) The purpose of establishing a Mutual Aid Area is to pool the resources of local authorities, regional park authorities and the Crown in right of Saskatchewan in order to improve their emergency response capabilities with respect to regional parks, provincial parks designated pursuant to *The Parks Act* and municipalities located within the Mutual Aid Area.

(4) Subject to the limitations set out in *The Government Organization Act*, the member of the Executive Council responsible for the administration of *The Parks Act* may enter into agreements with local authorities and regional park authorities for the purposes of establishing a Mutual Aid Area.

Cost Recovery

The Acts also allow a municipality to charge for any fire fighting, fire prevention or emergency service, or use of any equipment or facilities inside or outside the municipality where no agreement exists, if a request for the services, use of equipment or facilities is made by any other municipality, a municipal government in another jurisdiction, department, organization or agency of the Government of Saskatchewan or Government of Canada, Indian Band, person or other property constituted authority, organization or agency.

Note that the provision of services either with or without agreements is permitted within certain parameters. If there is no contract or agreement, the municipality can pass a bylaw authorizing fire fighting service outside the municipality on a fee for service basis where the service is requested by a municipality or person.

A sample of a Protective Services Cost Recovery Bylaw is provided.

Protective Services Cost Recovery Bylaw] {Sample Only}

Note:
This Draft Bylaw has been prepared by Advisory Services staff of Saskatchewan Ministry of Municipal Affairs, not by legal experts. It is for guidance purpose only and may be reworded to suit local conditions and requirements. It is always good practice to obtain the advice of your solicitor in drafting bylaws.

(MUNICIPALITY STATUS) OF (NAME / #)

BYLAW NO _____

A BYLAW TO RECOVER PROTECTIVE SERVICES COSTS ¹

The Council of the _____ of _____ in the Province of Saskatchewan enacts as follows:

1. In this bylaw:
 - a) "Administrator" shall mean the administrator of the municipality;
 - b) "Council" shall mean the council of the municipality; and
 - c) "Municipality" shall mean the [full name of municipality].

2. The cost of fire prevention, suppression and emergency response services ² shall be charged directly on the persons who receive the service in accordance with *[select one of the following]*
 - a) Schedule "A" which is attached to and forming a part of this bylaw.
 - b) The rates contained within the [short name used for Fire Rates Bylaw] which may be revised from time to time.

3. The Council may authorize the Administrator to add to the taxes ³ of any property owned by the person referenced in Section 2 of this bylaw any amount which remains unpaid *[select one of the following]*
 - a) at the end of the calendar year.
 - b) [x] days after the person has been invoiced for said services.
 - c) at the end of the calendar year or [x] days after the person has been invoiced for said services, whichever is earlier.

4. Bylaw No. yyyy-## is hereby repealed. ⁴

[SEAL]

Mayor / Reeve

Administrator

Subsections 8(1)(i) and 369(2)(b) *The Municipalities Act*

Read and third time and adopted this _____ day of _____, 201__.

Administrator

Notes – Protective Services Cost Recovery Bylaw:

1. Municipalities are encouraged to review the following article prior to consideration of a bylaw to directly charge property owners for fire response and related services - http://www.thinkrsplaw.com/resources/articles_research/?r=44
2. Clause 8(1)(i) provides authority for municipalities to pass bylaws in relation to services provided by the municipality (where it has its own fire department) or on behalf of the municipality (where it contracts the service from another municipality) and to establish fees for those services. These fees should be stipulated either within this bylaw or within some other bylaw which may be revised from time to time. If proceeding with the second option, referencing a short title rather than a specific bylaw number will negate the necessity of amending this bylaw when rates are amended. The rates bylaw may also be referenced by other bylaws, such as an intermunicipal agreement with respect to services provided by a fire department.

Effective January 1, 2009, SGI became the first payer where vehicle fire suppression and rescue/extrication service providers attend an accident scene within Saskatchewan. There are some limitations to this policy, namely:

- a) Indemnity for fire suppression/vehicle extrication service will not be provided by SGI to cities under the authority of the Cities Act, where the vehicle owner is a resident within the city and the incident occurs in that jurisdiction.
 - b) Towns, villages and rural municipalities operating under the authority of the Municipalities Act, can only charge for fire suppression services if a bylaw has been passed authorizing them to do so.
 - c) Municipalities that do not charge for protective services within their boundaries will need to pass a bylaw for fees charged in response to accident scenes.
3. The municipality should clearly define its administrative process regarding recovery of costs for fire response and related services. A municipality which contracts fire response and related services from another service provider should demonstrate that the amount due by the person is owed to the recipient municipality. A municipality may wish to incorporate invoicing procedures within the bylaw or it may choose to address the issue through municipal policy.
 4. If applicable.

2. Fire Protection Agreement Considerations

In Fire Protection Agreements, the area covered by the fire department must be clearly established and defined to ensure fire department staff knows what property is and is not within the fire protection agreement area. The area of the agreement becomes the area of jurisdiction for the fire department and any person within the area covered by the agreement must be provided a response to a call for assistance.

Entering into an agreement takes some planning to ensure that it will work as required. Considerations to be addressed are stated in the “General Guideline Information” and other municipalities can be contacted for examples of their agreements.

A Fire Protection Agreement is the authority for an agency to provide fire fighting, fire prevention or emergency services, or the use of fire fighting or other emergency response equipment or facilities on any terms that may be agreed on, including the setting and payment of charges.

3. Mutual Aid Area Agreement Considerations

Mutual Aid Area Partnerships are the largest resource any individual area may have. The people involved within the Mutual Aid Area agreement are a key element within the planning process and a vital component to emergency management.

The agreement may include Fire and Protective Services, Emergency Medical Services, and other resources required.

Mutual Aid Area Agreements allow:

1. A resource base to be expanded by pooling local resources
2. an increased capacity of communities to deal with emergent events
3. for potential access to federal funds for emergency preparedness projects (Joint Emergency Preparedness Program {JEPP})
<http://www.cpsp.sk.ca/SaskEMO/Provincial-Preparedness>
4. partnerships with neighboring communities. Each community or rural municipality involved is a “team” member. You will need to determine:
 - a) how often do we meet
 - b) what are the priorities of all partners (i.e. training, plan development, others)
 - c) exercising together
 - d) how will we support each other

4. Mutual Aid Area Bylaw [sample only]

Note:
This Draft Bylaw has been prepared by Office of the Fire Commissioner staff of Saskatchewan Corrections Public Safety and Policing, not by legal experts. It is for guidance purpose only and may be reworded to suit local conditions and requirements. It is always good practice to obtain the advice of your solicitor in drafting bylaws.

(MUNICIPALITY STATUS) OF (NAME / #)

BYLAW NO _____

A BYLAW TO ESTABLISH MUTUAL AID AREA AREAS

The Council of the _____ of _____ in the Province of Saskatchewan enacts as follows:

- 1. In this bylaw:
 - a) "Administrator" shall mean the administrator of the municipality;
 - b) "Council" shall mean the council of the municipality; and
 - c) "Municipality" shall mean the [full name of municipality].
- 5. The [full name of municipality] is hereby authorized to enter into an agreement with the Council of: [full name of municipality]
- 6. The Mayor/Reeve and Manager/Administrator are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.

[SEAL]

Mayor / Reeve

Manager/Administrator

Read and third time and adopted this _____ day of _____, 201_.

Manager/Administrator

Exhibit "A" [sample only]

Between [full name of municipality]
And
[full name of municipality]

This Agreement witnessed as follows:

1. That the parties to this agreement form a Mutual Aid Area.
2. That each party to the agreement will assist any other party to the agreement in the event of an emergent situation or disaster.
3. That the [full name of municipality] be recognized as the Emergency Response Center.
4. That the objectives of the Mutual Aid Area are:
 - a) resource base to be expanded by pooling local resources
 - b) an increased capacity of communities to deal with emergent events
 - c) for potential access to federal funds for emergency preparedness projects (Joint Emergency Preparedness Program {JEPP}
<http://www.cpsp.sk.ca/SaskEMO/Provincial-Preparedness>)
 - d) to adopt a unified partnership with neighboring communities to provide reciprocal assistance, expertise, and resources in a declared disaster or emergency situation
 - e) to provide effective communication
 - f) to meet and prepare resource lists in each community including equipment and manpower.
5. That, without limiting the general activities of the Mutual Aid Area, priorities include:
 - a) regular area meetings
 - b) prepare and update resource manuals
 - c) secure Emergency Response Unit(s) and equipment
 - d) determining the priorities of all partners (i.e. training, plan development, others)
 - e) exercising together
 - f) determine how we will support each other
 - g) define duties, roles and responsibilities
 - h) develop and implement the planning and publicity projects
6. That this agreement shall be continuous, however, any party to the agreement may withdraw from the agreement by giving each other party to the agreement sixty (60) days notice to withdraw.

[full name of municipality]

Mayor

Manager/Administrator

[full name of municipality]

Mayor

Manager/Administrator