



BYLAW NO. 9/2026

**A BYLAW OF THE TOWN OF PENSE
AUTHORIZING COUNCIL TO ENTER INTO
AN AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID AREA**

WHEREAS; provision is made in sections 8 and 42 of *The Municipalities Act*, enabling Council to enter into agreements with other municipalities for the furnishing of fire-fighting services and fire-fighting equipment beyond municipal boundaries, on any terms that may be agreed on; and

WHEREAS; the Council of the **Town of Pense** deems it expedient to enter into an agreement for the purpose of establishing a Municipal Mutual Aid Area, to pool the resources of participating municipalities and improve their emergency response capabilities;

NOW THEREFORE; the Council of the **Town of Pense** in the Province of Saskatchewan enacts as follows:

1. The **Town of Pense** is hereby authorized to enter into an agreement with the councils of:
 - 1). **Rural Municipality of Pense No. 160, and**
 - 2). **The Town of Grand Coulee**

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

2. The Mayor and Administrator of the **Town of Pense** are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.
3. Bylaw 4/2015 is hereby repealed.
4. This bylaw shall come into force and take effect on the final passing thereof.

Read a first time this day of , 2026.
Read a second time this day of , 2026.
Read a third time this day of , 2026.

S E A L

Mayor

Administrator

MUTUAL AID AGREEMENT made this _____ day of _____, 2026.

BETWEEN:

The Town of Pense _____, and
The Rural Municipality of Pense No. 160 _____, and
The Town of Grand Coulee _____, and
(hereinafter referred to as "participating Municipalities")

1. PURPOSE

The purpose of this agreement is to formalize a Municipal Mutual Aid Area to enable cooperation between the Participating Municipalities in the event of an emergency. Each municipality agrees to provide assistance to others through the sharing of resources, personnel, and equipment when available, especially when local resources are overwhelmed.

This agreement is authorized under Section 42(2) of *The Municipalities Act*.

2. DEFINITIONS

- 2.1. *Assisting Party*:** The municipality requested to provide Fire Services, whether or not assistance is actually given.
- 2.2. *Fire Chief*:** The person responsible for the operation and management of the fire department, including anyone officially acting on their behalf.
- 2.3. *Fire Services*:** Includes fire fighting and rescue services. Depending on the fire department and first responders, it may also include first-line medical aid and response to hazardous materials discharges, explosions, spills, or other accidents.
- 2.4. *Requesting Party*:** The municipality responsible for providing fire and emergency services within a municipal district, which requests assistance from another municipality.

3. MUTUAL AID COMMITMENTS

- 3.1.** Each participating municipality with an active fire department may assist others with fire suppression or emergency response services.
- 3.2.** In the event of a major disaster, all municipalities may request and provide aid to one another.
- 3.3.** The mutual aid system aims to ensure an effective and coordinated response, supported by available expertise and resources.
- 3.4.** A shared resource list (equipment, personnel, etc.) will be maintained and updated annually.
- 3.5.** The following parties operate fire departments and provide fire fighting services to their communities:

Pense District Volunteer Fire Department
Grand Coulee Volunteer Fire Department

4. AUTHORIZED REPRESENTATIVES

- 4.1.** A participating municipality may request aid if it is unable respond to an emergency in its area, or it does not have enough resources to address the emergency.
- 4.2.** The following officials are authorized to call for aid through this agreement:
 - Emergency Dispatch Services (911)
 - E.M.O Coordinator
 - Mayor or Reeve, including their named designates
 - Alderman or Councillors
 - Fire Chiefs, including their named designates

5. RESPONSE AND COMMAND PROTOCOL

- 5.1. The Assisting Party will operate under the direction of the Requesting Party unless command is formally transferred.
- 5.2. If the Assisting Party is first on the scene, they will follow their own operational procedures until relieved.
- 5.3. Fire Chiefs may agree on command transfer protocols as needed.

6. RIGHT TO DECLINE

- 6.1. The Fire Chief of any party may decline a request based on resource availability, competing emergencies, or other priorities.
- 6.2. The Fire Chief of any party may divert their resources to respond to another emergency.
- 6.3. No liability will be incurred by a party that declines to respond to a request for assistance.

7. REQUEST PROCESS

- 7.1. The Fire Chief or other authorized representative (see Section 4) of the Requesting Party may initiate a mutual aid request.
- 7.2. The Fire Chief of the Assisting Party is granted full 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 also authorized to determine the level of response provided based on available resources.
- 7.4. The parties agree to work together to create procedures for verifying the identify of the person requesting assistance in order to prevent false alarms or fake requests for assistance.

8. COST AND COMPENSATION

- 8.1. Fees for Fire Services will be charged as per the Assisting Party's bylaw, policy, resolution, or the current SGI Vehicle Fire and Accident callout rate.
- 8.2. Changes to fees must be communicated among the parties.
- 8.3. The Assisting Party will invoice the Requesting party within thirty (30) days after service. Payment for services is due within ninety (90) days of receipt of the invoice.

9. INSURANCE

Each participating municipality agrees to maintain property and general liability insurance to commercially reasonable levels.

10. INDEMNIFICATION

Each party agrees to indemnify the other for any damage or claims of any nature due to any act done in good faith pursuant to this agreement. This will include, but not be limited to, all claims, losses, costs, and expenses by reason of any injury to any person or damage to any property. This responsibility continues even after the agreement ends, for any issues that arose while it was in effect.

11. EMERGENCIES INVOLVING HAZARDOUS MATERIALS

This agreement does not override obligations to report hazardous materials incidents as required by law.

12. TERM AND TERMINATION

- 12.1. This agreement takes effect upon execution by all parties.
- 12.2. Any participating municipality may terminate this agreement with sixty (60) days written notice.

13. GENERAL PROVISIONS

- 13.1.** This agreement is governed by the laws of the Province of Saskatchewan.
- 13.2.** Changes to this agreement must be made in writing and signed by all parties.
- 13.3.** Any term deemed unenforceable will not affect the validity of the remainder.
- 13.4.** Time is of the essence in the execution of all terms.
- 13.5.** Notices must be delivered in person or via electronic mail.
- 13.6.** This agreement binds all parties and their successors.

IN WITNESS WHEREOF, the undersigned municipalities agree to the above terms:

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Town of Pense
Box 125
Pense, SK S0G 3W0

Mayor

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Town of Grand Coulee
102 Railway Ave.
Grand Coulee, SK S4M 0A3

Mayor

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

R.M. of Pense No. 160
Box 190
Pense, SK S0G 3W0

Reeve

SEAL

Administrator