

RURAL MUNICIPALITY OF LAKESHORE

BYLAW NO. 05-2022

**BEING A BYLAW TO PROVIDE FOR ENTERING INTO MUTUAL AID AGREEMENTS FOR FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES WITHIN THE LAKE WINNIPEGOSIS MUTUAL AID DISTRICT**

**WHEREAS** for the purpose of providing fire protection services, a municipality may enter into an agreement with a person, another municipality or an agency or department of the Government of Manitoba or the Government of Canada.

THEREFORE BE IT RESOLVED that the Council of The Rural Municipality of Lakeshore in an open meeting assembled, hereby enacts as follows:

1. The Rural Municipality of Lakeshore is hereby authorized to enter into an agreement with the councils of:
  - A. *Mossey River Municipality*
  - B. *Camperville*
  - C. *Meadow Portage*
  - D. *Crane River*
  - E. *Waterhen*
  - F. *Duck Bay*

The terms of which are attached hereto and marked Schedule A - Administration and Management.

Additional Appendices may be adopted by the agreement of the municipalities in consult with the Mutual Aid District Committee, Fire Chiefs, Fire Officers, and any additional consultants.

2. The Reeve and Chief Administrative Officer of the Rural Municipality of Lakeshore are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.

DONE AND PASSED as a by-law of The Rural Municipality of Lakeshore in the Province of Manitoba this 27<sup>th</sup> day of September, 2022.

Read a first time: September 13<sup>th</sup>, 2022  
Read a second time: September 27<sup>th</sup>, 2022  
Read a third time: September 27<sup>th</sup>, 2022

  
\_\_\_\_\_  
Carmen Hannibal  
Reeve

  
\_\_\_\_\_  
Kevin Drewniak  
Chief Administrative Officer

**Schedule A – Administration and Management**

**BETWEEN:**

- A. *Mossey River Municipality*
- B. *Camperville*
- C. *Meadow Portage*
- D. *Crane River*
- E. *Waterhen*
- F. *Duck Bay*
- G. *RM of Lakeshore*

**WHEREAS** the municipalities above mentioned deem it expedient to enter into an agreement for the purpose of exercising the powers conferred upon them by *The Fires Prevention and Emergency Response Act C.C.F.M. c. F80*;

**AND WHEREAS** developing plans and coordinating emergency response services to disasters or emergencies within the said municipalities reduces risks and strengthens capabilities;

**AND WHEREAS** the parties to this agreement have recognized an organization of the type contemplated in Section (35) of *The Fires Prevention and Emergency Response Act*;

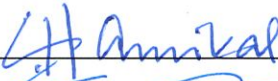
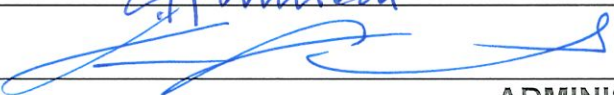
**AND WHEREAS** the parties to this agreement adopt Appendices to provide agreement and coordination, and edit them from time-to-time;

**THEREFORE BE IT RESOLVED THAT:**

1. The parties agree to joint action for effective management, administration, organization and deployment of emergency response services through formation of the Lake Winnipegosis Mutual Aid District.
2. The parties agree to the establishment of a Committee made up of Mutual Aid District Members. This Committee should consist of representative(s) from each fire department.
3. The parties agree that the Committee develop and maintain an administrative Charter.
4. The parties agree that the Committee maintains a Mutual Aid Coordinator.
5. The parties agree that the Mutual Aid District is able to make the most effective use of their personnel and resources, including:
  - (a) Establish a local incident management system;
  - (b) Conduct joint training and exercises;
  - (c) Provide emergency response outside of the Mutual Aid District boundaries as outlined in appendix A;
  - (d) Provide assistance to other municipalities, provincial, or federal service agencies or organizations;
  - (e) Apply for mutually beneficial grants;
6. Each municipality will list its own resources, capabilities, and manpower and furnish the Mutual Aid District Coordinator with such a list, including all contact information for senior officers of the fire departments and key personnel etc.

**WITNESS THEREOF:**

The member municipalities herewith affixed their Corporate Seal, attested by the signing officers on their behalf.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
REEVE  
ADMINISTRATOR

# Appendix A – Mutual Aid

## 1. PURPOSE

- 1.1 The purpose of the Appendix is to define what constitutes reciprocal, no cost Mutual Aid to Communities/ Municipalities in the Lake Winnipegosis Mutual Aid District.

## 2. SCOPE

- 2.1 The Appendix applies to all Communities wishing to participate in the Lake Winnipegosis Mutual Aid System.

## 3. POLICY

- 3.1 It shall be the policy of the Lake Winnipegosis Mutual Aid District that participating Fire Departments understand and adhere to this Appendix for Mutual Aid.

## 4. PROCEDURE

### 4.1 Mutual Aid comes into effect when:

- the emergency response is larger than a fire department handle; or
- there are more fire calls or emergencies than a fire department can respond to.

### 4.2 Mutual Aid responses can include, but not limited to:

- additional firefighting equipment for emergency responses that cannot be handled by a local fire department.
- response of specialized rescue equipment available in an area.
- response of additional personnel to a large emergency.

- 4.3 The Mutual Aid Coordinator is responsible for a smooth and orderly response of resources from one town or municipality to another. The Coordinator is also responsible to ensure that during a mutual aid call, no town or municipality is left without some type of backup protection

- 4.4 Mutual Aid is **NOT** a system which Communities/ Municipalities can use to save themselves the cost of providing basic fire protection services.
- 4.5 Mutual Aid participation by a Community/ Municipality ceases to exist when:
- Insufficient human resources are available to form a fire protection department.
  - Long term failure of fire apparatus occurs without sufficient backup equipment (*Long term is defined as five (5) working days*).
  - For any reason a Community/Municipality ceases to be able to provide basic fire protection services for themselves.
- 4.6 Responses to request by a Community/Municipality that is actioning emergency responses on a fee-for-service basis in other jurisdictions does not qualify as a Mutual Aid response.
- 4.7 Where a Fire Department is requested to make a backup response to another jurisdiction as in 4.6 above, this SHOULD be done under the Appendix of a "Fire Protection Agreement (FPA)".
- 4.8 At any time, a Fire Department is actioning a fire and/or other emergency under a "FPA", the Fire Chief or their delegate must inform the Mutual Aid Coordinator of the event immediately.
- 4.9 It is at the discretion of the fire chief or designate to determine if a fee-for-service is warranted for a Mutual Aid Response under 4.7 above regardless if a FPA is in effect.

# Appendix B - Activation

## 1. PURPOSE

- 1.1 The purpose of the Appendix is to outline the activation of reciprocal, no cost Mutual Aid to Communities/Municipalities in the Lake Winnipegosis Mutual Aid District.

## 2. SCOPE

- 2.1 The Appendix applies to all Communities/Municipalities wishing to participate in the Lake Winnipegosis Mutual Aid System.

## 3. POLICY

- 3.1 It shall be the policy of the Lake Winnipegosis Mutual Aid District that participating Fire Departments understand and adhere to this Appendix for the activation Mutual Aid.

## 4. PROCEDURE

- 4.1 *Mutual Aid* can be activated when a condition or conditions exist as defined as Mutual Aid.
- 4.2 The “Home” fire department, when initiating *Mutual Aid* notifies the “First Help Call” that mutual aid assistance is required and gives pertinent information and direction.
- 4.3 Before responding to the request, the “First Help” fire department shall notify the Mutual Aid Coordinator that they are answering a call for assistance and will give the Coordinator all pertinent details.
- 4.4 Any subsequent requests for additional assistance by the “Home” fire department will be made by communicating with the Mutual Aid Coordinator.
- 4.5 The Mutual Aid Coordinator is responsible for arranging cover or backup for Communities/Municipalities as required.

## Appendix C – Response Requirements

### 1. PURPOSE

- 1.1 The purpose of the Operating Appendix is to outline the response requirements that constitute reciprocal, no cost Mutual Aid to Communities/Municipalities in the Lake Winnipegosis Mutual Aid District.

### 2. SCOPE

- 2.1 The Appendix applies to all Communities/Municipalities wishing to participate in the Lake Winnipegosis Mutual Aid System.

### 3. POLICY

- 3.1 It shall be the policy of the Lake Winnipegosis Mutual Aid District that participating Fire Departments understand and adhere to the minimum resource allocation requirement(s) as set forth in this Appendix.

### 4. PROCEDURE

- 4.1 In response to a request for *Mutual Aid* from a neighboring community, the Helping department(s) shall strive to meet the minimum of equipment and personnel called for. For example, the following will be considered as the MINIMUM response requirements to a **structure fire**:

- Fire apparatus with equipment compliment.
- Minimum 4 Fire Fighting personnel.
- All required protective equipment for responding personnel.

Responses to other than structure fire the minimum personnel and or equipment shall be at the discretion of the fire chief or designate.

- 4.2 Responding Fire Fighters must be prepared to remain available for the duration of the incident, or until relieved by other personnel as directed by the Incident Commander.
- 4.3 Responding Fire Departments will announce their arrival to the on-scene Incident Commander and will continue to perform under his/her direction unless a formal transfer of command takes place.

## Appendix D – Communication Requirements

### 1. PURPOSE

- 1.1 The purpose of the Appendix is to outline the communication requirements.
- 1.2 Fire departments will organize and deploy consistent radio communication resources and types. This includes use of PSCS and VHF radios, call signs and plain language practice. Communication will be consistent with Police, EMS and other Public Safety Entities.

**PSCS Provincial Programming - Municipal Fire Department**

ZONE >>	PROVINCIAL OPS	Provincial Fire	PROVINCIALFIRE
1	MAD OPS	FIRE SIMPLEX	SWANRIVER
2	FIREDEPT	PROVINCIALFIRE	TURTLEMOUNTAIN
3	RM FIRE	ANTLERRIVER	WESTCENTRAL
4	PROVINCIALFIRE	BOYNERIVER	LAKEWINNIPEG
5	EMO OPS1	EASTMAN	HUDSON BAY
6	EMO OPS2	GRANDVALLEY	CLEARWATER
7	EMO OPS3	WINNIPEGOS	WILDFIRE 1
8	IAGE 1	NEEPAWA	WILDFIRE 2
9	IAGE 2	NORTHEAST	AIR ATTACK
10	IAGE 3	NORTHINTERLAKE	PROVINCIALFIRE
11	IAGE 4	OAKLAKE	GSAR
12	IAGE 5	PEMBINATRIANGLE	PROV SASK OPS
13	IAGE 6	PEMBINAVALLEY	PROV ONT OPS
14	IAGE 7	RIDINGMOUNTAIN	CAN-US OPS 1
15	IAGE 8	SOUTHCENTRAL	CAN-US OPS 2
16	EMO SPX	STH INTERLAK	CAN-US OPS 3

**VHF Provincial Programming - Municipal Fire Department**

 Repeater  
  Simplex  
  WX Channel

CHANNEL #	DESCRIPTION	Tx FREQUENCY	Rx FREQUENCY	Frequency Owner (licensing):
1	Prov. Fire Dept.	158.925	158.925	VEMA
2	UMEF	158.550	158.550	VEMA
3	Prov. Ambulance	158.760	158.760	VEMA
4	National SAR Interoperability	149.080	149.080	SAR-IF: Industry Canada
5	Weather 1	-	162.550	N/A
6	Weather 2	-	162.400	N/A
7	Weather 3	-	162.475	N/A
8	Weather 4	-	162.425	N/A
9	Prov. Fire Paging	-	159.240	VEMA
10	Prov. Hosp. Paging	-	158.970	VEMA
11	Memo	148.655	148.655	VEMA
12	Memo	148.685	148.685	VEMA
13	Memo	149.495	149.495	VEMA
14	Memo	149.525	149.525	VEMA
15	SK Emergency Frequency	156.915	156.915	SK – MB permission
16	Prov. Fire Dept.	158.925	158.925	VEMA

Single Zone, 16 Channels

# Appendix – Membership

## 1. PURPOSE

- 1.1 The purpose of the Appendix is to outline the membership requirements that constitute reciprocal, no cost Mutual Aid to Communities/Municipalities in the Lake Winnipegosis Mutual Aid District.

## 2. SCOPE

- 2.1 The Appendix applies to all Communities/Municipalities wishing to participate in the Lake Winnipegosis Mutual Aid System.

## 3. POLICY

- 3.1 It shall be the policy of the Lake Winnipegosis Mutual Aid District that participating Fire Departments understand and adhere to the membership requirement(s) as set forth in this Appendix.

## 4. PROCEDURE

- 4.1 Membership to Mutual Aid is decided by the Mutual Aid District Agreement, and in accordance with the Mutual Aid Constitution and Bylaws.
- 4.2 Communities/Municipalities wishing to belong to Mutual Aid must seek and must meet the requirements as set forth by the Mutual Aid District.
- 4.3 If accepted, the Community/Municipality shall pass a bylaw agreeing to participate in Mutual Aid. Copies of the bylaw will be forwarded to the Mutual Aid District Coordinator.
- 4.4 The Community/Municipality is represented at the Committee by the Fire Chief and/or designate as described in the Constitution and bylaws.
- 4.5 On District matters requiring a vote, each member Community/Municipality represented shall have one (1) vote.
- 4.6 Membership will cease to exist as detailed in *Appendix A, 4.5*
  - Un-paid dues or lack of participation within the mutual aid system.



# Appendix – Training

## 1. PURPOSE

1.1 The purpose of the Appendix is to outline the training procedures that apply when training is provided to member communities in the Lake Winnipegosis Mutual Aid District.

## 2. SCOPE

2.1 The Appendix applies to all Fire Department personnel wishing to take advantage of training provided by the Lake Winnipegosis Mutual Aid District.

## 3. POLICY

3.1 It shall be the policy of the Lake Winnipegosis Mutual Aid District that participating Fire Department personnel understand and adhere to the training procedures as set forth in this Appendix.

## 4. PROCEDURE

### 4.1 **General:**

4.1.1 All training offered as a program endorsed by the Lake Winnipegosis Mutual Aid District, and subject to Financial Incentive Allowance will first be approved by the Committee.

4.1.2 The Training Officer for the District will provide the organizational structure to ensure the provision of timely and approved training.

4.1.3 Fire Chiefs will be required to maintain adequate training reports to assure timely recertification of their members as required.

4.1.4 Copies of training reports shall be submitted to the District Training Officer and Mutual Aid Coordinator to qualify for financial reimbursement.

# Appendix – Administration

## 1. PURPOSE

- 1.1 The purpose of the Appendix is to outline the Administration requirements of the Lake Winnipegosis Mutual Aid District.

## 2. SCOPE

- 2.1 The Appendix applies to all Committee members representing Communities/Municipalities wishing to participate in the Lake Winnipegosis Mutual Aid System.

## 3. POLICY

- 3.1 It shall be the policy of the Lake Winnipegosis Mutual Aid District that participating Committee members understand and adhere to the Administrative requirement(s) as set forth in this Appendix.

## 4. PROCEDURE

### 4.1 **Structure:**

- 4.1.1 The organizational structure of the Lake Winnipegosis Mutual Aid District shall be derived from the District's Constitution and Bylaws.

### 4.2 **Meetings:**

- 4.2.1 Regular and emergency meetings are to be scheduled in accordance with the District's Constitution and Bylaws on the call of the District Coordinator.
- 4.2.2 Agendas shall be distributed to all Committee members no less than 7 days prior to scheduled meetings, and as soon as practicable in the event of emergency meetings.
- 4.2.3 Meeting minutes shall be distributed to Committee members and the within 14 days post any meeting.

### 4.3 **Finances:**

- 4.3.1 Expenditures not to exceed four hundred dollars (\$400) can be negotiated on behalf of the District without a duly passed motion by the Committee.
- 4.3.2 Expenditures in excess of four hundred dollars (\$400) shall require a duly passed motion of the Committee.
- 4.3.3 Financial disbursements negotiated against bank accounts established on behalf of the District shall have two authorized signatures.
- 4.3.4 Financial transactions shall be recorded in a ledger style format and be maintained by the District Treasurer. Financial records shall be made available to the Committee members at each scheduled meeting.
- 4.3.5 Annual Membership fees shall be reviewed at the annual Committee meeting and established accordingly.
- 4.3.6 Financial incentive allowance invoices for eligible courses shall be completed by the Coordinator and Training Officer.
- 4.3.7 A committee of members shall be created once in each fiscal year (April 1 – March 31) of no less than three (3) members to review all financial transactions on any Mutual Aid District account.

**4.4 Reports:**

4.4.1 Training reports are to be completed and/or submitted in a timely fashion for all District Training to the District Training Officer and/or the District Coordinator.

4.4.2 Training Reports provided by the departments should be used to standardize the reporting and recording of all training information.

4.4.3 Reports of Mutual Aid incidents shall be completed by the District Coordinator or designate and included as part of records.

**4.4.4 Operating Appendices:**

4.5 Operating Appendices are required to be reviewed no less than once every two years to ensure validity and applicability.

4.5.1 Appendices having been reviewed at each of their respective sunset dates will have a new sunset date not to exceed two years applied to them.

4.5.2 Appendices being revised anytime during the Appendix's effective period will be so noted by placing the date of revision in the "Revision Date" box located on the header of each page.

4.5.3 Sunset dates need not be changed at the time of revision.

4.5.4 Operating Appendixes will not be deemed to be in effect if the signature of the Mutual Aid Coordinator does not appear in the designated box located on the header of each page.

**4.6 Agreements:**

4.6.1 Copies of Mutual Aid Agreements signed by member Communities/Municipalities shall be kept as a record of the Lake Winnipegosis Mutual Aid District.

4.6.2 Copies of Emergency Services Protection Agreements (also known as Fire Protection Agreements) shall be kept as record of the Lake Winnipegosis Mutual Aid District.

# Appendix – Fire Protection Agreement

## 1. PURPOSE

- 1.1 The purpose of the Operating Appendix is to define what constitutes a Fire Protection Agreement and describe the necessity of these agreements.

## 2. SCOPE

- 2.1 The Appendix applies to all Communities/Municipalities currently participating in the Lake Winnipegosis Mutual Aid System.

## 3. POLICY

- 3.1 It shall be the policy of the Lake Winnipegosis Mutual Aid District that participating Fire Departments understand and adhere to this Appendix describing Fire Protection Agreements.

## 4. PROCEDURE

- 4.1 There are times where Communities/Municipalities require the assistance of neighboring municipalities to provide Emergency Services on a First Response basis provided under a contractual Fire Protection Agreement.

- 4.2. There are two separate and distinct types of Fire Protection Agreements.

1. One type is the provision of Fire Service from one municipality to another with financial compensation pre-determined and agreed upon. This is typically found where a Municipality/Community does not have a Fire Department and contracts the Fire Service from a neighboring Municipality/Community. Other situations may give cause to entering into such an agreement and would be at the discretion of the contracting parties. It is important to understand that when a Municipality/Community renders Emergency Services for cost recovery, Mutual Aid ceases to exist. As such, subsequent calls for help, if available and under separate Fire Protection Agreements, will be rendered for financial recovery as well.

4.2. Important to note is that the normal backup system in place for mutual aid may not be available on a fee for service arrangement. Careful thought must be given to providing and/or purchasing Fire Protection.

2. The second type of Fire Protection Agreement is typically negotiated without financial compensation where a neighboring Community/Municipality agrees to provide Emergency Services to specific areas of a neighboring Community/Municipality. This may be either for short or long term where it is proven that entering into such an agreement will provide a prompter response of emergency services. Typically, this kind of agreement is arranged when geographically due to poor roads, weight restricted bridges, impassable crossings or other time restricting reasons make the response from another jurisdiction more appropriate.

In this type of Fire Protection Agreement, the contract is entered into provide the responding jurisdiction's Chief Officer or designate the legal authority to act on behalf of the contracted Community/Municipalities. Without such an agreement, the responding Fire Chief would not have the legal authority to operate outside his/her boundaries or incur expenses on behalf of the contracted Community/Municipality in the mitigation of the Emergency.

Unlike a 'Fee for Service' contract, this type of agreement does not change the typical Mutual Aid partnership agreements as defined by Mutual Aid.

4.3 By definition, a Fire Protection Agreement (FPA) is a contract between Communities/Municipalities wishing to procure and/or provide Emergency Services protection to Communities/Municipalities not having the capability of meeting their own requirements.

4.3. Fire Protection Agreements will clearly define the following:

1. Responsibilities of the contracting parties.
2. Terms and conditions of the agreement.
3. What services are being procured/provided by one party to another.
4. Whether the agreement is a 'Fee for Service' arrangement, or a provision of service to mutually protect portions of 'neighboring' Communities/Municipalities because of special circumstances.

4.4. Other considerations in the Fire Protection Agreement should include:

1. Intent of the agreement.
2. Define the area(s) to be protected including a map.
3. Minimum or maximum apparatus, equipment and/or manpower to respond.
4. Arrangement of additional assistance if needed which may include making other agreements with other Communities/Municipalities.
5. If more than one Fire Department is involved, which Fire Chief has jurisdiction and possesses Command.
6. The maximum response distance for the Fire Department.
7. Outline the provisions and reasons for failing to provide any or all services as outlined in the agreement which may include but not limited to:
  - a) inclement weather
  - b) lack of manpower
  - c) equipment failure
  - d) already committed at an incident

- e) any other reason of safety to Emergency Response personnel or to the municipality
- 8. A map of all readily useable static water sources available.
- 9. A map indicating hazardous/unsafe/impassable roads or bridges.
- 10. Who can request the Fire Protection services.
- 11. Provisions for amending the agreement.
- 12. Provisions for terminating the agreement.
- 13. Arbitration or dispute resolution clause.
- 14. The duration of the agreement.
- 15. The effective date of the agreement.
  
- 16. Who has discretionary powers to execute all or part of the agreement
- 17. Liability waiver for damages against a Community/Municipality or its representatives.
- 18. The residents in the areas affected are officially notified of procedures for reporting an emergency and what services are available.
  
- 19. Costing arrangements may include but not limited to:
  - a) Annual and/or administration fees
  - b) Standby fees
  - c) Apparatus charges
  - d) Personnel charges
  - e) Extra equipment charges
  - f) Consumables charges (ie. Foam)
  - g) Water hauling charges
  - h) Insurance provision for loss or damage
  - i) Other fees or charges developed by the parties
  
- 4.5 Communities/Municipalities MUST explore their ability to provide service on a 'Fee for Service' basis as other jurisdictions may not wish to enter into this type of contractual service.
  
- 4.6 It shall be incumbent upon each Fire Chief to ensure the status of any agreements made by their respective Community/Municipality that involve the provision of Emergency Services (Recommend at least once per annum).
  
- 4.7 Response by other Fire Departments to a request by a Fire Department that is actioning an emergency response on a 'Fee for Service' basis in another jurisdiction does not qualify as a Mutual Aid response.
  
- 4.8 Where a Fire Department is requested to make a backup response to another jurisdiction as in 4.7 above, this SHOULD be done under the Appendix of a "Fire Protection Agreement (FPA)".
  
- 4.9 At any time, a Fire Department is actioning a fire and/or other emergency under a "FPA", the Fire Chief or their delegate must inform the Mutual Aid Coordinator of the event immediately.