

BYLAW NO. 1-2018

Rural Municipality of Rocanville No. 151


**A BYLAW OF THE RURAL MUNICIPALITY OF ROCANVILLE NO.151 TO
PROVIDE FOR THE ENTERING INTO AN AGREEMENT WITH THE VILLAGE OF
SPY HILL AND RURAL MUNICIPALITY OF SPY HILL NO.152 RESPECTING THE
PROVISION OF FIRE PROTECTION SERVICES.**

The Council of the Rural Municipality of Rocanville No. 151 in the Province of
Saskatchewan enacts as follows:

1. The Rural Municipality of Rocanville No.151 is hereby authorized to enter into an agreement attached hereto and forming part of this bylaw, and identified as Appendix "A", with the Village of Spy Hill and Rural Municipality of Spy Hill No.152 for the purpose of providing and/or receiving Fire Protection Service.
2. The Reeve and Administrator of the Rural Municipality of Rocanville No.151 are hereby authorized to sign and execute the attached Agreement identified as Schedule "A".
3. That this bylaw shall come into force and take effect on the first day of June, 2018 and shall remain in effect for that period of time as established in the agreement hereto.

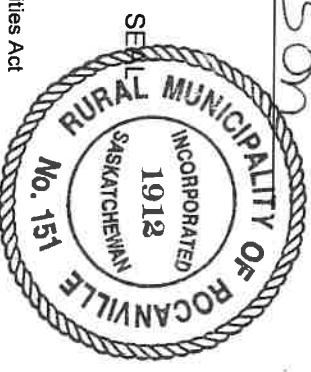


Certified a true copy of Bylaw No. 1-2018.


Administrator


Reeve


Administrator



Sections 42 of the Municipalities Act
Read a third time and adopted this 12th
day of July, 2018.

Bylaw No. 1-2018

MUTUAL AID FIREFIGHTING ASSISTANCE AGREEMENT

THIS AGREEMENT made the 1st day of June, 2018.

BETWEEN:

**RURAL MUNICIPALITY OF SPY HILL NO. 152 AND THE VILLAGE OF SPY HILL
(Joint owners of the Spy Hill Fire Department)**

AND:

**RURAL MUNICIPALITY OF ROCANVILLE NO. 151 AND THE TOWN OF ROCANVILLE
(Joint Owners of the Rocanville Fire Department)**

AND WHEREAS The Parties are empowered pursuant to Section 42 of *The Municipalities Act, 2006* to enter into an agreement for mutual aid fire protection with other municipalities, which includes providing fire-fighting services and fire-fighting equipment beyond their boundaries, on any terms that may be agreed on; and

AND WHEREAS there would be benefits in the form of improved safety and fire protection for area residents from such an agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the covenants hereinafter contained, the parties covenant and agree with each other as follows:

1. Upon either party's Fire Chief (or Senior fire officer available) requesting the assistance of the other party's Fire Department to attend a fire occurring in its jurisdictional area, the Fire Chief receiving such a request shall, subject to availability, determine the extent and duration of the assistance required and thereupon such assistance shall be dispatched and utilized in the extinguishment of the fire.
2. Each Fire Department entering into this mutual aid firefighting assistance agreement are recommended to be capable of communicating via radio with the Fire Department requesting assistance.
3. The parties agree that it is their intention to provide mutual aid fire protection assistance to the other party when requested. However, at all times, the providing party shall be entitled, in its sole discretion, to refuse any personnel or equipment to the requesting party.
4. The inability on the part of any Fire Department to provide such mutual aid fire protection assistance, when requested in accordance with the provisions of this Agreement, shall not create any financial or legal liability for the party unable to provide the fire protection services requested.
5. The senior on-duty officer of the Fire Department that is fighting a fire within its own boundaries shall be responsible for the overall direction and control of fighting the fire. Notwithstanding the foregoing, it is understood and agreed that the responding Fire Departments personnel and equipment shall remain under the control of the responding Fire Department's senior on-duty officer.
6. In the event the providing party is the only party at the scene of a fire or other emergency, the providing party shall provide services in accordance with the policies and operating procedures of the providing party, and assume command of the emergency.
7. The fire chiefs (or senior fire officer) may establish standard Emergency System Measures protocol at a fire or emergency.
8. Each Fire Department shall maintain insurance coverage on its own firefighting equipment whether it is being used inside or outside its respective fire protection boundaries.
9. Each Fire Department shall maintain life and accident insurance, Workers' Compensation coverage and other required coverage, for the personnel of its own Fire Department whether fighting fire inside or outside its respective fire protection boundaries.
10. The providing party shall charge fees for the fire services provided within this agreement, in accordance with the Bylaws adopted by the Municipality in which it represents. It is understood that each Fire Department may have different rates for services provided.
11. Following the provisions of fire services the providing party shall deliver to the requesting party an itemized invoice for payment within thirty (30) days of the event. The requesting party shall provide payment within thirty (30) days of receipt of the invoice.

12. During the continuance of this Agreement each party will provide the fire chief with the following:

- Location of an emergency response center
- Map of the municipality, with residential listings, to be updated annually
- Listing of equipment available, to be updated annually
- Listing of the contact information, including positions of all fire department members

13.

That 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 Providing Party under this agreement, indemnify and hold harmless and keep indemnified and held harmless the Assisting Party from and against all loss, costs, claims, expenses, demands, claims, actions and causes of action asserted by the third parties and in any way arising from performance or non-performance under this Agreement by the Assisting Party. The within covenants of indemnity shall survive the termination of this Agreement with respect to any cause of action arising during the currency hereof.

14.

This Agreement shall remain in full force and effect from and after the date of signing, providing that the Agreement may be terminated by either of the parties after giving at least (90) ninety days written notice. Such Agreement contained herein shall be reviewed by the involved parties on an annual basis.

IN WITNESS WHEREOF the parties hereto have hereunto set the hands of their authorized officers under seal on the date hereinbefore written.

RURAL MUNICIPALITY OF SPY HILL NO. 152

Robert Bruce
REEVE

Michelle Anderson
ADMINISTRATOR/CAO

VILLAGE OF SPY HILL

Ed Clark
MAYOR

Joann Hunsicker
ADMINISTRATOR

RURAL MUNICIPALITY OF ROCANVILLE NO. 151

Reeve
REEVE

Anderson
ADMINISTRATOR

TOWN OF ROCANVILLE

Reeve
MAYOR

Reeve
ADMINISTRATOR