

RURAL MUNICIPALITY OF LAC PELLETIER NO. 107

BYLAW NO. 2023-19

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT TO PROVIDE FIRE PROTECTION AND EMERGENCY SERVICES

The Council of the Rural Municipality of Lac Pelletier No. 107 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Lac Pelletier No. 107, is hereby authorized to enter into agreement with the Rural Municipality of Swift Current No. 137 and the Lac Pelletier Regional Park Authority, the terms of which are attached hereto and marked Appendix “A” for the purpose of providing fire protection and emergency services.
2. The Reeve and the Administrator of the Rural Municipality of Lac Pelletier No. 107 are hereby authorized to sign and execute an agreement, the terms of which are set out in Appendix “A” referred to above.
3. Bylaw No. 2015-1 is hereby repealed.
4. This Bylaw shall come into force and take effect on January 1, 2024.

Reeve

Administrator

Read a third time and adopted this 12th day of December, 2023.

APPENDIX "A"

THIS INDENTURE made in duplicate this 1st day of January, 2024

BETWEEN:

THE RURAL MUNICIPALITY OF SWIFT CURRENT NO. 137, a duly incorporated Rural Municipality under the laws of the Province of Saskatchewan, hereinafter referred to as "RM 137"

AND

THE RURAL MUNICIPALITY OF LAC PELLETIER NO. 107, a duly incorporated Rural Municipality under the laws of the Province of Saskatchewan, hereinafter referred to as "RM 107"

AND

LAC PELLETIER REGIONAL PARK, a duly incorporated Regional Park under the laws of the Province of Saskatchewan, hereinafter referred to as the "Park"

This Agreement established an arrangement for RM 137 Rural Fire department to respond beyond the boundaries of RM 137, with RM 137' s apparatuses and related equipment to provide first response or backup response for, but not limited to, fires, including structure and wildland, Motor Vehicle Collisions (MVS), Ice Water Rescue, Low Angle Rope Rescue, Hazmat Incidents, livestock rescue and other emergencies.

WHEREAS, the RM 107 and the Park has requested RM 137 to assist them by providing trained, qualified personnel to operate RM 137' s Fire apparatuses and related equipment as may be required to attend emergencies in the areas as illustrated by the map forming part of Appendix "B";

AND WHEREAS, RM 137 has agreed to provide the assistance requested by RM 107 and the Park;

NOW THEREFORE, THIS INDENTURE WITNISSETH THAT:

In consideration of the premises, mutual covenants, agreements, terms and conditions hereinafter contained, the parties hereto agree with each other as follows:

RM 107 and the Park HEREBY COVENANTS AND AGREES TO:

- 1.1 Provide RM 137 Fire department with road maps indicating thereon the nearest and most suitable roads to enable the Response team get to an emergency as quickly as possible. The map shall also indicate locations of water supply and accesses thereto to enable the response team to refill the water supply for the RM Fire truck when necessary.
- 1.2 Indemnify RM 137 for all losses, claims, costs and expenses by reason of injury to any person or damage to property arising from the operation of the Fire truck and Firefighting equipment owned by RM 137 unless the liability of loss arises from the gross negligence of RM 137, its officers, servants and employees including members of the Fire department. This clause will be in effect from the time the Fire truck leaves the boundaries of RM 137 and until it returns to the boundaries of the limits of RM 137.
- 1.3 If an investigation is needed, the cost of such will be added to the invoice.
- 1.4 Appoint the RM 137 fire chief, Authority having Jurisdiction (AHJ) annually.
- 1.5 As per Appendix "D" which is attached hereto and forming a part of this Agreement, pay the appropriate fees for services to RM 137.

RM 137 HEREBY COVENANTS AND AGREES TO:

- 2.1 Provide trained, qualified personnel to operate RM 137's Fire apparatuses and related equipment as may be required to attend emergencies in the areas illustrated by the map in Appendix "B" and more particularly to provide the personnel in accordance with Appendix "C".
- 2.2 Allow the Fire Chief or other persons authorized to act on his behalf to command and operate at an incident and perform the initial investigation of such incident.
- 2.3 Allow its Fire Apparatuses to be used by RM 137 firefighters for response beyond the boundaries of RM 137.
- 2.4 Invoice RM 107 as per the agreed upon fee schedules, Appendix "D".
- 2.5 Pass the appropriate bylaw or resolution to approve this Agreement.

THIS AGREEMENT shall be in effect for an initial period from the date of signing for a period of three (3) years ending December 31, 2026 and upon expiration of said initial period this contract shall be continued by tacit renewal from year to year, unless and until terminated in accordance with the provisions hereof.

This indenture may be terminated by either party by giving the other party notice in writing and this indenture shall terminate sixty (60) days from the date of mailing of the said Notice of Termination by registered mail.

IN WITNESS WHEREOF, the Rural Municipality of Swift Current, No. 137 and the Rural Municipality of Lac Pelletier No. 107 and the Lac Pelletier Regional Park Authority have caused their corporate seals to be hereunto affixed and attested by the signatures of their proper officers on their behalf on the date herein written before.

SIGNED AND SEALED BY THE RURAL
MUNICIPALITY OF SWIFT
CURRENT NO. 137

Seal

Reeve – RM 137

Administrator – RM 137

SIGNED AND SEALED BY THE
RURAL MUNIIPALITY OF
LAC PELLETIER NO. 107

Seal

Reeve – RM 107

Administrator – RM 107

SIGNED AND SEALED BY THE
LAC PELLETIER REGIONAL
PARK AUTHOIRY

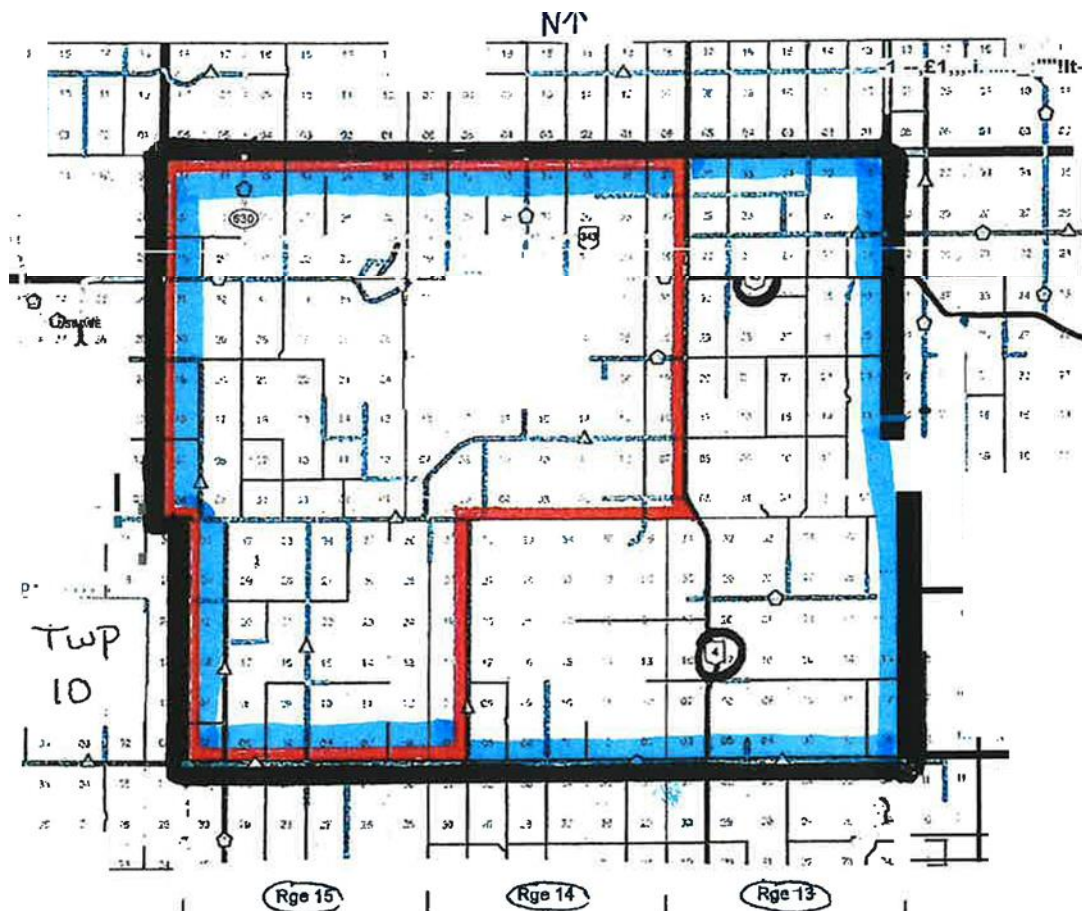
Seal

Chairperson - LPRP

Secretary/Treasurer – LPRP

APPENDIX "B"

RURAL MUNICIPALITY OF LAC PELLETIER NO. 107 AND LAC PELLETIER REGIONAL
PARK RESPONSE BOUNDARIES



FIRE – area in red boundary
RESCUE – area in blue boundary

APPENDIX "C"

R.M. OF SWIFT CURRENT NO. 137 RURAL FIRE DEPARTMENT STANDARD OPERATING PROCEDURE

The following procedure shall guide Fire Department staff in obtaining the necessary staffing resources for responses beyond the municipal boundaries of the Rural Municipality of Swift Current No. 137;

RM 137 fire department will respond to all emergencies with Engine 1, Pumper 2 and 7 members. In the event we are dispatched for an "alarms ringing" emergency, we will respond accordingly until otherwise notified. In the event we are dispatched for a Carbon monoxide (CO) emergency we will respond with Engine 1 and 4 members.

APPENDIX "D"

FEE SCHEDULE

ANNUAL RETAINER

RM 107 will pay to RM 137 an annual sum of \$5,000.00. The Park will pay \$2,500.00 to RM 107 as their portion of the annual fee.

FEE FOR SERVICE

RM 107 will pay to RM 137 the most current posted SGI rates per hour or a portion thereof while attending an incident in RM 107 or the Park. The Park will pay to RM 107 for any fees incurred by RM 107 for fire services provided in the Park. The calculation of time shall be from time of dispatch to time of clean up and placing equipment in back m service.

In such an emergency that deems necessary to bring in more support, the rate will be, \$30.00/hour for each additional RM 137 firefighter attending and any additional costs at the actual cost to RM 137