

CITY OF SPRUCE GROVE

BY-LAW NO. C-126-91

MUTUAL AID AGREEMENT (STONY PLAIN) BY-LAW

Being a By-Law of the City of Spruce Grove in the Province of Alberta for the entering into of a peacetime emergency mutual aid agreement with the Town of Stony Plain.

WHEREAS the Town of Stony Plain has made provisions to enter into a peacetime emergency mutual aid agreement with the City of Spruce Grove;

AND WHEREAS the Council of the City of Spruce Grove deem it advisable and expedient to enter into said agreement;

AND WHEREAS Section 158 of the Municipal Government Act, Revised Statutes of Alberta 1980, Chapter M-26 and amendments thereto, authorizes the Council of the City of Spruce Grove to enter into agreements with other Municipalities;


NOW THEREFORE, the Municipal Council of the City of Spruce Grove, duly assembled, enacts as follows:


1. That the City of Spruce Grove, together with the Town of Stony Plain, enter into a peacetime emergency mutual aid agreement, which is attached hereto and forming part of this By-Law, and hereinafter referred to as Schedule "A".
2. That Schedule "A" may be modified by resolution, providing mutual consent in writing is received by both parties in said agreement.
3. That the Mayor and the City Clerk are hereby authorized and empowered to execute said agreement under appropriate seal of the City of Spruce Grove.
4. That this By-Law shall come into force and effect upon final reading.

First Reading Carried 25 February 1991

Second Reading Carried 25 February 1991

Third Reading Unanimously Consented to  
and Carried 25 February 1991

  
MAYOR

  
CITY CLERK

CITY OF SPRUCE GROVE COPY

SCHEDULE "A"

CITY OF SPRUCE GROVE

MUTUAL AID FIRE SERVICE AGREEMENT

BY-LAW NO. C-126-91

PEACETIME EMERGENCY MUTUAL AID AGREEMENT

BETWEEN the incorporated municipalities listed here:

1. City of Spruce Grove
2. Town of Stony Plain

WHEREAS a peacetime emergency could affect any municipality to such a degree that municipal resources would be inadequate to cope with the situation;

AND WHEREAS the above-named municipalities wish to make prearrangements for speedy emergency action in support of either municipality in the group which may be affected or threatened by peacetime disaster or emergency and requires assistance;

THEREFORE, the above-named municipalities agree as follows:

in the event of a fire or other peacetime disaster or emergency within the corporate boundaries of either the Municipalities, each party mutually agrees to provide assistance to the other under the following terms and conditions:

1. The Fire Chief or designate of the municipality which is called upon to provide assistance will determine what, if any, manpower and equipment will be sent to the other municipality.

2. If manpower and equipment is provided the Fire Chief or designate of the municipality providing assistance shall have first call on his own manpower and equipment in the event that such manpower and equipment are required to return to the municipality providing assistance.
3. The City of Spruce Grove agrees that it will indemnify and hold harmless the Town of Stony Plain for all claims, debts, actions or causes of action which may be brought against the Town of Stony Plain or any employee for failing to respond to a call for assistance or for the negligence of any employee of the Town of Stony Plain arising out of any attendance of any call of the City of Spruce Grove.
4. The Town of Stony Plain agrees that it will indemnify and hold harmless the City of Spruce Grove for all claims, debts, actions or causes of action which may be brought against the City of Spruce Grove or any employee for failing to respond to a call for assistance or for the negligence of any employee of the City of Spruce Grove arising out of any attendance at any call in the Town of Stony Plain.
5. This Agreement comes into force on 13 day of MAY, 1991, and may be reviewed yearly thereafter, until its time of termination, five (5) years from date of ratification.

6. Either party may withdraw from the agreement by giving thirty (30) days notice of termination to the other party.

EXECUTED on behalf of the participating municipalities,  
by their signing officers:

1. Town of Stony Plain Resolution or By-Law No. 270/05/91/SP  
Per *F.R. Rath* Date: May 13, 1991  
MAYOR

Per *[Signature]*  
SECRETARY/TREASURER

2. City of Spruce Grove By-Law No. C-126-91  
Per *[Signature]* Date: 25 February 1991  
MAYOR

Per *[Signature]*  
CITY CLERK