

BYLAW NO. 2-2021

Rural Municipality of Rocanville No. 151

**A BYLAW TO PROVIDE FOR THE ENTERING INTO AN AGREEMENT WITH THE
RURAL MUNICIPALITY OF MOOSOMIN NO. 121 FOR FIRE PROTECTION
SERVICES.**

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

It shall be lawful for the Rural Municipality of Rocanville No.151 to enter into agreements, the terms of which are attached hereto and marked as Exhibits "A" with the Rural Municipality of Moosomin No. 121, for the joint use of firefighting equipment of the said Rural Municipality of Rocanville No.151, in extinguishing fires within the limits of the said Rural Municipality of Moosomin No.121, and the Reeve and Administrator of the said Rural Municipality of Rocanville No.151 are hereby authorized to sign and execute the agreements, the terms of which are set out in Exhibits "A" hereinbefore referred to.

Bylaw to provide for the entering into an agreement with the Rural Municipality of Moosomin No.121, for the use of firefighting equipment.

Bylaw 3-2017, passed on December 14th, 2017 is hereby repealed.



William Kirkland
Reeve

Sydney White
Administrator



Read a third time and adopted
this 8th day of April, 2021.

Sydney White
Administrator

This is Exhibit "A" referred to in Bylaw No. 2-2021

MEMORANDUM OF AGREEMENT MADE THIS 8th DAY OF April, 2021.

Between: The Rural Municipality of Moosomin No. 121 of the Province of
Saskatchewan,

And

The Rural Municipality of Rocanville No. 151, of the Province of
Saskatchewan,

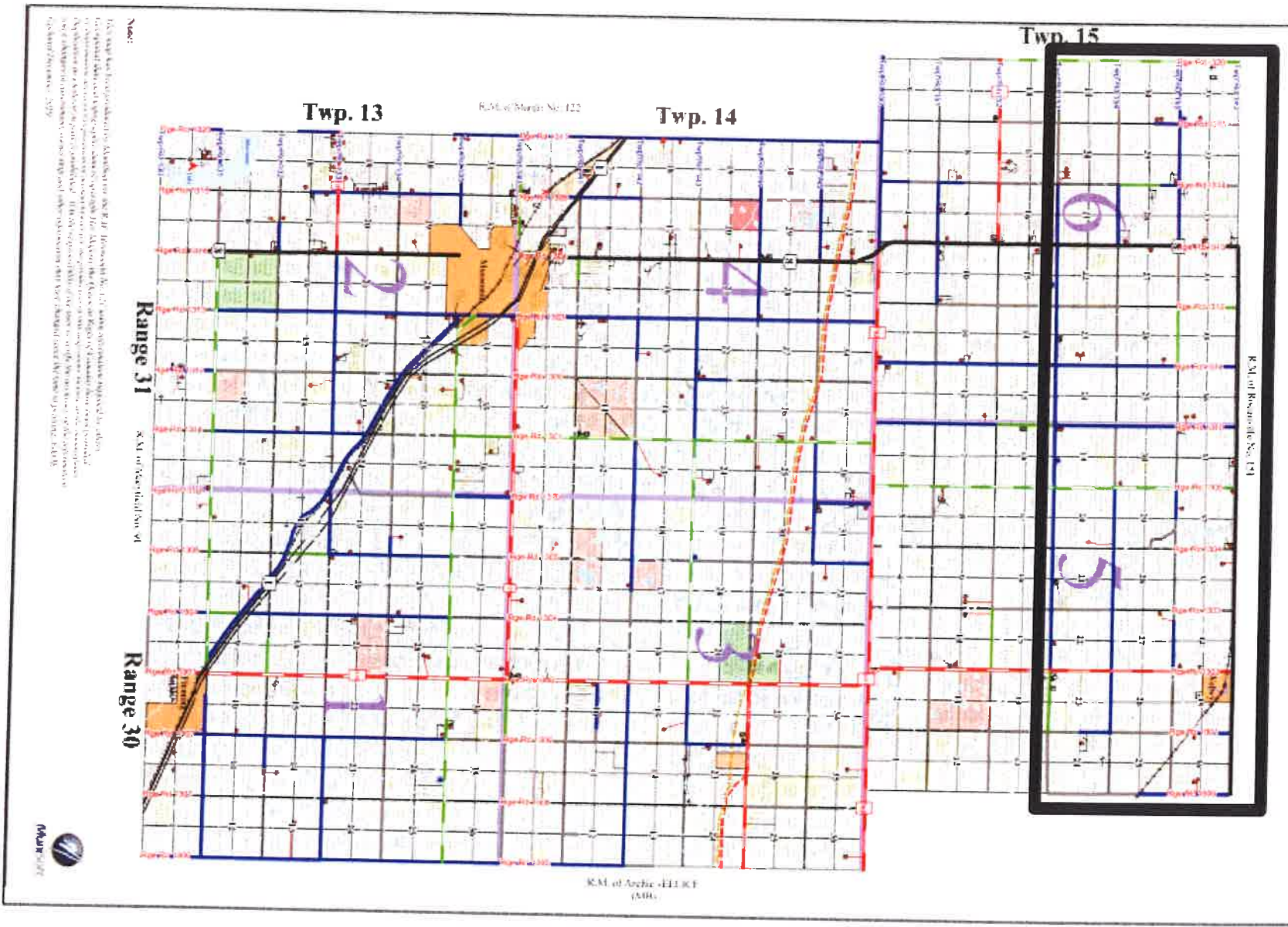
This Indenture Witnessed as follows:

1. That the Rural Municipality of Rocanville No. 151, agrees to provide fire protection services throughout the said fire coverage Territorial Limits, which covers the northern three (3) miles of Division 5 and 6.
2. That the Rural Municipality of Rocanville No. 151 will charge the Rural Municipality of Moosomin No. 121, a fee for service, for each fire attended by the Rocanville Fire Department in the Territorial limits fire coverage. The Fee shall be five hundred & fifty (\$550.00) dollars for the first hour, plus three hundred and fifty (\$350.00) dollars for each hour thereafter.
3. Fire calls within the fire coverage territorial limits, of the Rural Municipality of Moosomin No. 121, the Rocanville Fire Department shall have precedence over calls received from the 911 System.
4. Notwithstanding anything to the contrary in this agreement, the Rocanville Fire Department, or it's Municipal Government creators shall under no circumstances be liable for any damages or injury for failing to respond to any call or for delay in responding to any call or as a result of the failure of the equipment to attend to the incident scene if the circumstances are beyond our control. Each party agrees to remise and release the other party in respect of damage to or loss of property and in respect of personal injury (including death) occurring in the course of requesting or providing assistance under this agreement, and each expressly waives any right or cause of action in respect of such loss or injury as against the other party, whomsoever arising.
5. Other than for breach of the written agreement, no action or other proceeding lies or shall be instituted against the Rocanville Fire Department or it's municipal government creator or a person assisting in firefighting for any loss or damage suffered by reason of anything in good faith done, caused, permitted or authorized to be done, attempted to be done or admitted to be done, by any of them, in the course of firefighting under the within agreement.
6. The Rocanville Fire Chief or Deputy Fire Chief shall have absolute discretion as to the number of men and type of equipment to be utilized on calls within the Rural Municipality of Moosomin No. 121 Territorial limits fire coverage.
7. The parties to this agreement agree that the sponsoring government agencies and the Rocanville Fire Department will provide fire protection services within the boundaries of the fire coverage territorial limits, for a fee of the Rural Municipality of Rocanville No.151, previous years financial audited statement, under Fire Protection, which is prorated to the RM of Moosomin No. 121 coverage, as per attached map, Exhibit "C".
8. It is understood and agreed that this agreement shall be continuous but the agreement may be terminated by either party to the agreement, giving 90 days' notice in writing.
9. This Agreement shall be reviewed every five (5) years to ensure all parties' fees and contributions meet the operating needs of the Rocanville Fire Department.

This is Exhibit "B" referred to in Bylaw No. 2/2021

RURAL MUNICIPALITY OF MOOSOMIN NO. 121

WEST OF 1ST MERIDIAN





RURAL MUNICIPALITY OF MOOSOMIN NO. 121

Reeve

Administrator



RURAL MUNICIPALITY OF ROCANVILLE NO. 151

Reeve

Administrator