

# BYLAW 4-2002 RM OF DUFFERIN 190


A BYLAW of the Rural Municipality of Dufferin No. 190 to provide for entering into an agreement respecting the provision of fire protection services pursuant to section 254 and 214(2) of The Rural Municipalities Act 1989

The Council of the Rural Municipality of Dufferin No. 190 in the Province of Saskatchewan, enacts as follows:

1. The R.M. of Dufferin No. 190 is hereby authorized to enter into an agreement with the Council of the R.M. of Craik and The Village of Aylesbury the terms of which are attached.



  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

Certified a true copy of Bylaw No. 4-2002  
Adopted by Council of the R.M. of Dufferin No. 190  
this 1<sup>st</sup> Day of March, 2002.

  
\_\_\_\_\_  
ADMINISTRATOR

MEMORANDUM OF AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between:

(i) the Rural Municipality of Craik No. 222, a municipal corporation continued pursuant to the provisions of *The Rural Municipality Act, 1989*, S.S. 1989-90, c. R-26.1, as amended, the Town of Craik and the Village of Aylesbury, municipal corporations continued pursuant to the provisions of the *Urban Municipality Act, 1984*, S.S. 1983-84, c. U-11;

and

(ii) the RURAL MUNICIPALITY OF DUFFERIN NO. 190. 253, a municipal corporation continued pursuant to the provisions of *The Rural Municipality Act, 1989*, S.S. 1989-90, c. R-26.1, as amended and the Village of Bethune, a municipal corporation continued pursuant to the provisions of the *Urban Municipality Act, 1984*, S.S. 1983-84, c.U-11;

Whereas both parties maintain, either on their own or together with others, a fire department for the provision of fire-fighting service within their respective boundaries;

And whereas each party wants to allow the other party to come to its aid in the event of a fire burning within its boundaries;

Now therefore, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. That, subject to the availability of fire-fighting personnel and equipment, the parties may, if requested by the other, provide fire-fighting services to each other.
2. The first responding fire chief shall be responsible to direct the fire-fighting efforts.
3. The Bethune & District Fire Department respond only from direction of the Craik Fire Chief.
4. The fees to be charged by the municipality providing the service to the municipality receiving the service shall be \$500.00 per hour for the first hour and \$300.00 for each additional hour.
5. Fire-fighting services shall be rendered on a custom work basis, with accounts being rendered within thirty (30) days of the service being provided and with accounts being payable within thirty (30) days of the same being rendered.
6. The municipality receiving the service agrees to indemnify and hold harmless the municipality providing the service, as well as its officials, employees, servants, agents or volunteers, from and against all claims which may be brought by any person, firm or corporation for any injury, death or loss suffered or alleged to be suffered as a result of the provision of services under this agreement and whether occasioned by the negligence of the municipality providing the service, its officials, employees, servants, agents or volunteers, or otherwise.
7. Notwithstanding the foregoing, the preceding clause shall have no application to claims for injury, death or loss occasioned by the gross negligence or intentional acts of the municipality providing the service, its officials, employees, servants, agents or volunteers.
8. This agreement shall continue until such time as it is terminated by either party. In order to terminate the agreement a party must provide the other written notice of the same.

In witness whereof the parties hereto have caused their respective corporate seals to be affixed hereto, as attested by their proper respective officers on the date and year first above written.

(seal)

RURAL MUNICIPALITY OF CRAIK NO. 222  
Per: \_\_\_\_\_

Per: \_\_\_\_\_

(seal)

TOWN OF CRAIK  
Per: \_\_\_\_\_

Per: \_\_\_\_\_

VILLAGE OF AYLESBURY

Per: \_\_\_\_\_

(seal)

Per: \_\_\_\_\_

RURAL MUNICIPALITY OF DUFFERIN NO. 190

Per: *Donald McDonald*

(seal)

Per: *Robert Burns*

VILLAGE OF BETHUNE

Per: *Paul*

(seal)

Per: *Al Barnett*