

BYLAW NO. 2009/04

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT TO WITH OTHER FIRE DEPARTMENTS FOR THE PROVISION OF FIRE FIGHTING SERVICES WITHIN THEIR RESPECTIVE BOUNDARIES

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, attached hereto and forming part of this bylaw, and identified as Schedule "A", with the following Municipality:
 - a) The Village of Bethune , The Village of Holdfast and the R.M. of Sarnia # 221
2. The Reeve and the Administrator of the R.M. of Dufferin No. 190 are hereby authorized to sign and execute the agreement identified as Schedule "A".


REEVE




ADMINISTRATOR

Certified a true copy of Bylaw No. 2009/04
Adopted by resolution of the Council
On the 5th day of August , 2009


Administrator

MEMORANDUM OF AGREEMENT

This agreement made this 1ST day of AUGUST, 2009, between:

(i) the Rural Municipality of Dufferin #190, a municipal corporation continued pursuant to the provisions of *The Municipalities Act, 2006*, Sec.42., as amended, and the Village of Bethune, municipal corporations continued pursuant to the provisions of *The Municipalities Act, 2006*

and

(ii) the Rural Municipality of Sarnia #221, a municipal corporation continued pursuant to the provisions of *The Municipalities Act, 2006*, Sec.42 as amended; and the Village of Holdfast, municipal corporations continued pursuant to the provisions of the *Municipalities Act, 2006*

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 fees to be charged by the municipality providing the service to the municipality receiving the service shall be set by bylaw of the respective Municipality
4. 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.
5. 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.
6. 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.
7. 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.



RURAL MUNICIPALITY OF DUFFERIN NO. 190

Per: Donald J. Donald

Per: [Signature]

VILLAGE OF BETHUNE

Per: [Signature]

Per: [Signature]



VILLAGE OF HOLDFAST
Per: [Signature]

Per: [Signature]



RURAL MUNICIPALITY OF SARNIA NO. 221
Per: [Signature]

Per: [Signature]