

R. M. OF RENO NO. 51
BYLAW NO. 186/02

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT TO
PROVIDE FIRE PROTECTION SERVICES WITH THE RURAL
MUNICIPALITY OF WHITE VALLEY No. 49.**

**The Council of the Rural Municipality of Reno No. 51, in the Province of
Saskatchewan enacts as follows:**

1. **The Rural Municipality of Reno No. 51 is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw and identified as Exhibit "A" with the following municipality:**

The Rural Municipality of White Valley No. 49

for the purpose of providing fire protection services.

2. **The Reeve and administrator are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".**


Mont B McMillan

Reeve

SEAL

Basil Rose Wessgelle
Administrator

Read a third time and adopted
unanimously this 7th day of
October, 2002 A.D.

Certified a True copy of Bylaw 186/02
as adopted by resolution of Council
October 7, 2002

Mont B McMillan
Reeve

Basil Rose Wessgelle
Administrator



MEMORANDUM OF AGREEMENT
EXHIBIT "A" TO BYLAW NO. 186/02

This agreement made in duplicate this 9th day of October, 2002.

BETWEEN:

The Rural Municipality of White Valley No. 49, 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 Act"); and

and

The Rural Municipality of Reno No. 51, 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 Act");

WHEREAS both parties, either on their own or in conjunction with others, provide fire fighting services within their respective boundaries;

AND WHEREAS each party wants to allow the other party to come to its aid in the event a fire burning within its boundaries;

AND WHEREAS the parties are authorized, by clause 214.1(2)(a) of the Act, to enter into agreements for the furnishing or receiving of fire-fighting services, inside or outside the municipality, with any other municipality;

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, a party may, if requested by the other, provide fire fighting services to each other.**
- 2. For greater certainty, neither party is required to provide aid to the other.**
- 3. The fire chief of the municipality in which the fire is burning shall direct the fire fighting operations.**
- 4. Where one party provides fire-fighting services to the other, they shall be paid at rates as set out in Schedule "A" hereto. The rates may be amended, however no amendment shall be effective unless and until approved by resolution of the council for the other municipality.**
- 5. Accounts shall be rendered as soon as practicable after the service is provided and shall be paid within one month of the same being rendered.**
- 6. The party receiving the service agrees to indemnify and hold harmless the municipality providing the services, as well as its officials, employees, 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 as a result of the provision of services under this agreement.**
- 7. The preceding clause shall apply even if the injury, death or loss was caused by the negligence of the party providing the service, its officials, employees, agents or volunteers, however it shall not apply if the injury, death or loss was caused by the gross negligence or intentional acts of the party providing the service, its officials, employees, agents or volunteers.**
- 8. This agreement shall be continuous until such time as it is terminated by either party. Notice of termination shall be provided in writing and delivered personally to either the Reeve or Administrator of the other party.**

Schedule "A"

**R.M. of White Valley No. 49 and the R.M. of Reno No. 51
Fire Agreement Fee Schedule**

The R.M. of White Valley No. 49 will charge the R.M. of Reno No. 51 the following rates for fire fighting:

- 1. Fire calls at a rate of \$450/hour for the first hour and \$250/hour for every hour thereafter, to a maximum of \$2,500.**
- 2. Vehicle and Rescue calls to be billed out at maximum insurance rates.**
- 3. Computation of time charged to be based on time of departure from the fire hall until the time returned to the fire hall.**

The R.M. of Reno No. 51 will charge the R.M. of White Valley No. 49 the following rates for fire fighting:

- 1. Fire Calls at a rate of \$450/hour for the first hour and \$250/hour for every hour thereafter, to a maximum of \$2,500.**
- 2. Vehicle and Rescue calls to be billed out at maximum insurance rates.**
- 3. Computation of time charged to be based on time of departure from the fire hall until the time returned to the fire hall.**

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 written above.

R.M. of White Valley No. 49

SEAL


Administrator


Reeve

R.M. of Reno No. 51

SEAL


Administrator


Reeve