

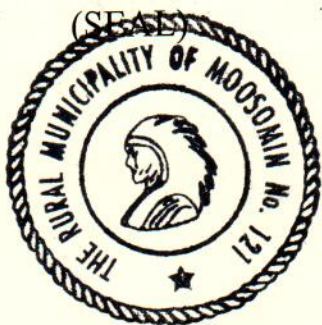
BYLAW NO. 304/21

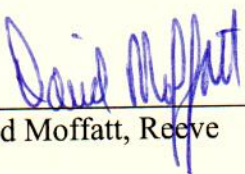
RURAL MUNICIPALITY OF MOOSOMIN NO. 121

A BYLAW TO PROVIDE FOR THE ENTERING INTO AN AGREEMENT WITH THE RM OF ROCANVILLE NO. 151 FOR THE PROVISION OF FIRE PROTECTION SERVICES

The council of the Rural Municipality of Moosomin No. 121, in the Province of Saskatchewan, enacts as follows:


1. The Council of the Rural Municipality of Moosomin No. 121 is hereby authorized to enter into an agreement with the Council of the Rural Municipality of Rocanville No. 151, the terms of which are attached and marked Exhibit "A" for the purpose of providing fire protection services to be used throughout the northern three miles of Division 5 & 6.
2. The Reeve and the Administrator of the Rural Municipality of Moosomin No. 121 are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A".
3. That Bylaw No.262/17 is hereby repealed.




David Moffatt, Reeve


Kendra Lawrence, Administrator

Read a third time and adopted
this 13th day of July, 2021


Administrator

This is Exhibit "A" referred to in Bylaw No. 304/21

MEMORANDUM OF AGREEMENT MADE THIS 01 DAY OF May, 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.



RURAL MUNICIPALITY OF MOOSOMIN NO. 121



Reeve




Administrator



RURAL MUNICIPALITY OF ROCANVILLE NO. 151



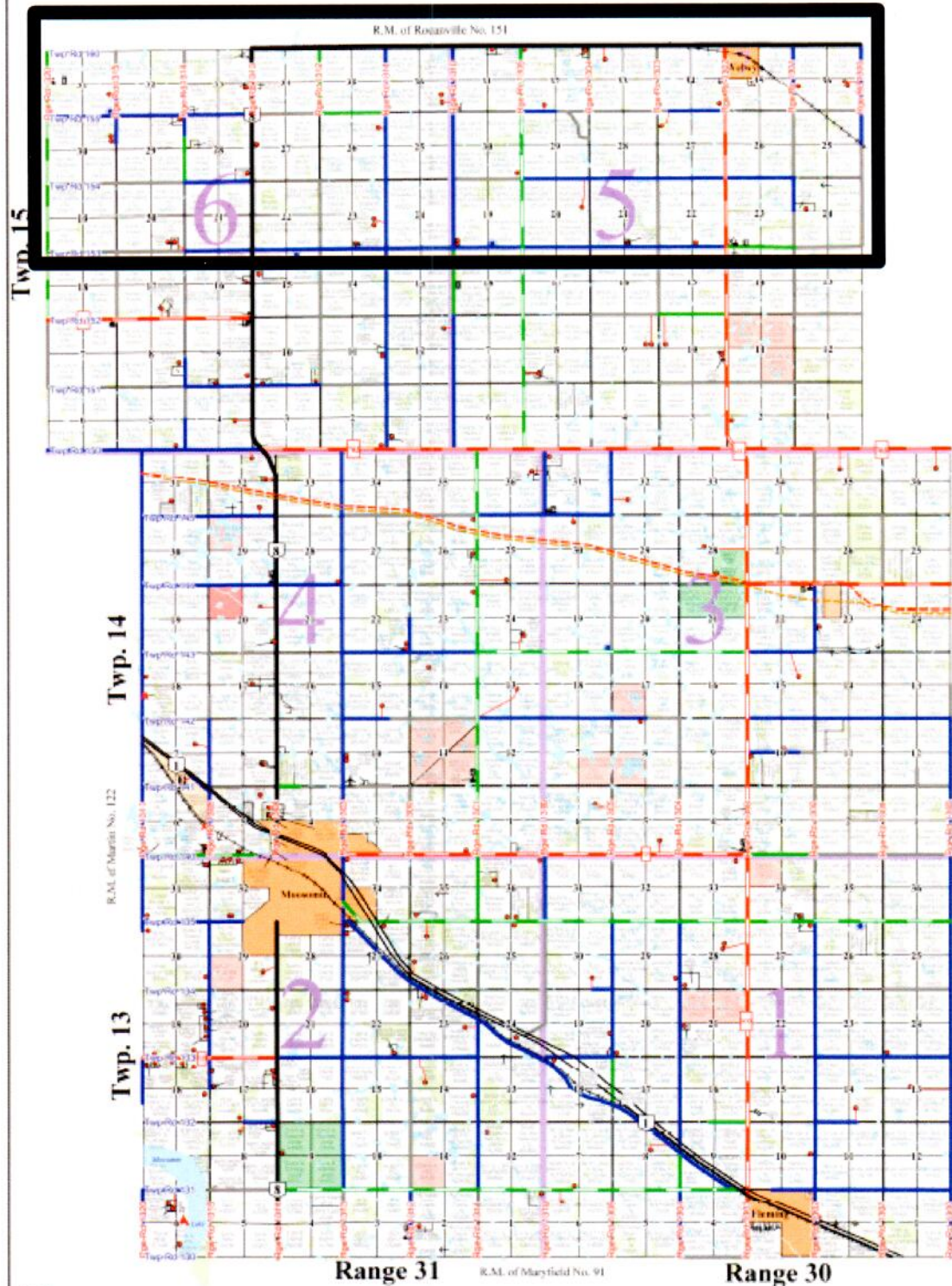
Reeve



Administrator

This is Exhibit "B" referred to in Bylaw No. 304/21

RURAL MUNICIPALITY OF MOOSOMIN NO. 121 WEST OF 1ST MERIDIAN



Note:

This map has been produced by MuniSoft for the R.M. Moosomin No. 121 using information supplied by others. Geospatial data and topographic data (Copyright Her Majesty the Queen in Right of Canada) have been provided by Information Services Corporation of Saskatchewan for the production of this map under license to the municipality. Duplication in whole or in part is prohibited. It is the responsibility of the user to verify the accuracy of the information since changes in assessment, ownership and other information may have changed since the time of printing. E&OE.
Updated December 2019

