

RURAL MUNICIPALITY OF EXCEL NO. 71

BYLAW NO. 10-2023

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR FIREFIGHTING SERVICES

The Council of the Rural Municipality of Excel No. 71, in the Province of Saskatchewan, enacts as follows:

1. In this bylaw, the following definitions apply:
 - a) "Administrator" means the administrator of the municipality;
 - b) "Council" means the council of the municipality;
 - c) "Municipality" means the Rural Municipality of Excel No. 71; and
 - d) "Reeve" means the reeve of the municipality.
2. The municipality is hereby authorized to enter into an agreement with the Rural Municipality of Terrell No. 101 for the purpose of firefighting services.
3. The agreement is attached hereto and forms part of this bylaw, and is identified as "Exhibit A".
4. The reeve and the administrator are hereby authorized to sign and execute the agreement as described in Exhibit A.
5. Bylaw 92-1 is hereby repealed.

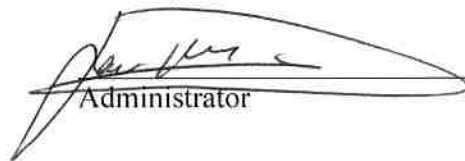
Read a first time the 12th day of October, 2023.

Read a second time the 12th day of October, 2023.

Read a third time and adopted the 14th day of November, 2023.




Reeve


Administrator

CERTIFIED A TRUE COPY OF
BYLAW NO. 10-2023, ADOPTED BY
RESOLUTION OF COUNCIL ON
NOVEMBER 14, 2023.


Reeve



Administrator



EXHIBIT A

Memorandum of Agreement made this 14th day of November, 2023 between:

Rural Municipality of Terrell No. 101
Box 60 Spring Valley, SK
S0H 3X0

-and-

Rural Municipality of Excel No. 71
Box 100 Viceroy, SK
S0H 4H0

This agreement witnesseth as follows:

1. Upon request, through the Saskatchewan 911 Fire Alarm System, the parties to this Agreement shall provide fire assistance to the other party as deemed necessary by the requesting party, provided that there is available equipment and manpower.
2. All firefighting equipment and personnel shall be under the full control of the Fire Chief in charge of the jurisdiction to which the firefighting equipment and personnel is responding.
3. The responding party shall be released by the requesting party when their services are no longer required or when the responding party is needed within the area for which it normally provides fire protection. The decision to require the return of the equipment shall be at the discretion of the Fire Chief.
4. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring, consequently, of the performance of this agreement.
5. Each party to this agreement shall own, maintain, and operate all equipment for their respective fire department as they deem necessary. All costs for the operation of each party's fire department shall be the responsibility of the respective party.
6. The requesting rural municipality will be invoiced for the call of all firefighting services by the responding rural municipality. Payments of such invoices shall be guaranteed by the rural municipality that requested the fire assistance.
7. The rates charged for fire services will be set annually by each party to the agreement, for their respective fire department, and shall advise the other party by letter not later than February 28 each year the rates are adjusted.
8. This agreement shall come into force and have effect on the date of the signing there of by both parties to this agreement.
9. Either rural municipality may terminate its participation in this agreement upon thirty days written notice to the other party to this agreement.

Signed and sealed on behalf of the parties to the Agreement this 14th day of November, 2023.

Rural Municipality of Terrell No. 101



Lee Pihl
Reeve (Deputy Reeve)

Shobeyya Appala
Administrator

Rural Municipality of Excel No. 71



Anna Montgomery
Reeve

John Poy
Administrator