

RURAL MUNICIPALITY OF EXCEL NO. 71

BYLAW NO. 3-2024

A BYLAW TO PROVIDE FOR AMENDING AN AGREEMENT FOR FIREFIGHTING SERVICES

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

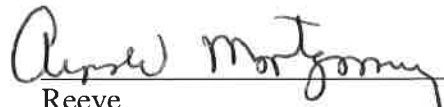
1. In this bylaw, the following definitions apply:
  - a) "Administrator" means the administrator of the municipality;
  - b) "Council" means the council of the municipality;
  - c) "Municipality" means the Rural Municipality of Excel No. 71; and
  - d) "Reeve" means the reeve of the municipality.
2. The municipality is hereby authorized to amend an agreement with the Bengough & RM #40 Fire Association for the purpose of firefighting services.
3. The agreement amendment 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 amendment as described in Exhibit A.

Read a first time the 5<sup>th</sup> day of March, 2024.

Read a second time the 5<sup>th</sup> day of March, 2024.

Read a third time and adopted this 9<sup>th</sup> day of April, 2024.



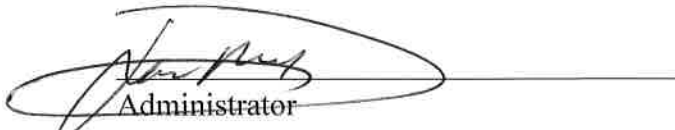
  
Reeve

  
Administrator

CERTIFIED A TRUE COPY OF  
BYLAW NO. 3-20234 ADOPTED BY  
RESOLUTION OF COUNCIL ON  
APRIL 9, 2024.

  
Reeve



  
Administrator

**EXHIBIT A**

**Amendment of Agreement**

This amendment to the Service Agreement is between the Bengough & RM #40 Fire Association and the Rural Municipality of Excel No. 71 are parties to the Service Agreement dated the 16<sup>th</sup> day of October 2023 (the "Original Agreement"), a copy of which is attached as Exhibit B.

Pursuant to Parties of the second part - Section 1 of the Original Agreement relating to amendments, the Bengough & RM #40 Fire Association wishes to amend the Original Agreement.

**1. AMENDED PROVISIONS**

The Original Agreement is amended and supplemented as follows:

The party of the second part shall:

1. Pay to the part of the first part an annual fee of Twenty dollars (\$20.00) per Section of area covered, per the coverage area noted on the map attached hereto as Schedule A, plus firefighting rates as set by the first party annually for the equipment and personnel.

**2. TERM**

This amendment will become effective as described in section 7 below, and will remain in effect through the term of the Original Agreement unless terminated at an earlier date pursuant to the provisions of the Original Agreement or by law.

**3. INCONSISTENCY**

If there is a conflict between this amendment and the Original Agreement, the terms of this amendment will govern.

**4. AGREEMENT CONTINUANCE**

Except as expressly modified and supplemented by this amendment, all other terms and conditions in the Original Agreement remain in full effect and continue to bind both parties.

**5. AMENDMENTS**

No amendment to this amendment will be effective unless it is in writing and signed by a party or its authorized representative.

**6. ENTIRE AGREEMENT**

This amendment, together with the Original Agreement, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to its subject matter.

**7. EFFECTIVENESS**

This amendment will become effective when all parties have signed it. The date this amendment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this amendment.

This amendment is signed by the Bengough & RM #40 Fire Association this 16 day of April, 2024.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary/Treasurer

This amendment is signed by the Rural Municipality of Excel No. 71 . this 9<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator



EXHIBIT B  
EXHIBIT A

This Agreement made in duplicate and entered into this 16 day of October, 2023.

BETWEEN:

THE BENGOUGH & RM #40 FIRE ASSOCIATION

Of Bengough, Saskatchewan, hereinafter called the party of the first part;

AND

THE RURAL MUNICIPALITY OF EXCEL #71

Of Viceroy, Saskatchewan, hereinafter called the party of the second part;

The party of the first part:

1. Is made up of the Rural Municipality of Bengough No. 40 and the Town of Bengough as per their February 14, 2008 agreement noted in Bylaw No.'s 5.2008 & 2/2008 respectively
2. Hereby agrees to supply firefighting services to the party of the second part for the term of five (5) years
3. The coverage area for the party of the second part is noted on the map as attached to this agreement and marked Schedule A.

The party of the second part shall:

1. Pay to the party of the first part an annual fee of Fifteen dollars (\$15.00) per Section of area covered, per the coverage area noted on the Map attached hereto as Schedule A, plus firefighting rates as set by the first party annually for the equipment and personnel
2. Supply additional man power when requested to do so by the party of the first part.

Billing of fire calls will be made directly to the party of the second part

This agreement shall commence on the final signing thereof

Notwithstanding anything herein contained, either party may for any reason cancel and terminate this agreement upon giving the other party sixty (60) days' notice in writing of such cancellation and termination

BENGOUGH & RM #40 FIRE ASSOCIATION      RURAL MUNICIPALITY OF EXCEL NO. 71

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Administrator



SCHEDULE A

Coverage for the R.M. of Excel No. 71 is marked in orange.

