

RURAL MUNICIPALITY OF MONTROSE NO. 315

BYLAW NO. 2020-01

**A Bylaw to provide for entering into an Agreement Respecting
the Provision of Fire Protection Services.**


The Council of the Rural Municipality of Montrose No. 315, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Montrose No. 315 is hereby authorized to enter into an Agreement, attached hereto and forming part of this bylaw and identified as Exhibit "A" with *The Biggar Rural District Fire Association*, for the purpose of providing and/or receiving fire protection services.
2. The Reeve and the Administrator of the Rural Municipality of Montrose No. 315 are hereby authorized to execute the attached Agreement identified as Exhibit "A".
3. This Bylaw came into effect on the date the Agreement was signed.

Rural Municipality of Montrose No. 315




Reeve


Administrator

Certified True Copy of Bylaw 2020-02 Adopted by
Resolution of Council on June 11, 2020.


Administrator



FIRE SERVICES ASSISTANCE AGREEMENT

EXHIBIT "A"

THIS AGREEMENT made in duplicate effective the 10th day of February, 2020.

BETWEEN:

THE BIGGAR RURAL DISTRICT FIRE ASSOCIATION,

A group of municipalities in the Province of Saskatchewan, being
The Rural Municipality of Biggar No. 347, The Rural Municipality of Glenside No. 377,
The Rural Municipality of Rosemount No. 378, The Rural Municipality of Grandview No. 349 &
The Town of Biggar

and

THE RURAL MUNICIPALITY OF MONTROSE NO. 315

in the Province of Saskatchewan

WHEREAS both parties, either on their own or in conjunction with others, provide firefighting and/or rescue services within their respective boundaries;

AND whereas each party may have need to allow the other to provide firefighting and/or rescue service should need arise within their respective boundaries,

NOW therefore, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

That, subject to the availability of fire-fighting and/or rescue personnel and equipment, a party may, if requested by the other, provide firefighting and/or rescue service to the other.

Where one party provides firefighting and/or rescue services to the other, the latter shall compensate the former at the former's rates in force at the time of request.

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.

The party receiving the required service agrees to indemnify and hold harmless the other party providing the service, 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.

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.

This agreement shall continue until such time as either party terminates it, by providing the other with 60 days written notice.

mp

IN WITNESS WHEREOF the Biggar Rural District Fire Association hereto has caused the duly authorized officers to sign this 10th day of February, 2020.

BIGGAR RURAL DISTRICT FIRE ASSOCIATION

Larry Lomsheid
Chairperson

Dadi Schweitzer
Secretary/Treasurer

IN WITNESS WHEREOF the Rural Municipality of Montrose No. 315 hereto has caused their duly authorized officers to sign this 12 day of March, 2020.

RURAL MUNICIPALITY OF MONTROSE NO. 315

Murray Timcelft
Reeve
[Signature]
Administrator

FIRE CALL OUT RATES – BIGGAR RURAL DISTRICT FIRE ASSOCIATION	
1 st Hour	\$1,500/hr
Additional Hours	\$800/hr
Firefighters	\$20/hr with a 2 hr minimum call out
FIRE CALL OUT RATES – RURAL MUNICIPALITY OF MONTROSE NO. 315	
1 st Hour	\$500/hr
Additional Hours	Minimum charge of \$1500/hr (3 hours)
Firefighters	\$ 25.00/hr
Fire-retardant Foam	\$200 per jug
False Alarm Bylaw Rates	1 st time No Charge, 2 nd time \$250, 3 rd time \$500