

FIRE PROTECTION SERVICES BYLAW**PURPOSE:**

1. This bylaw of the Rural Municipality of Calder No. 241 in the Province of Saskatchewan is for the purpose of entering into agreements with Rhein Fire Department and Roblin Fire Department to provide fire protection services to the Municipality.

AUTHORITY

2. WHEREAS Section 8(1)(b) of *The Municipalities Act* provides general power to pass any bylaws for the purposes of the municipality that it considers expedient in relation to matters respecting the safety, health and welfare of people and the protection of people and property;
3. WHEREAS the Council of the Rural Municipality of Calder No. 241 wishes to provide Fire Protection Services within the Municipality through Fire Protection Organizations;

FIRE PROTECTION SERVICES:

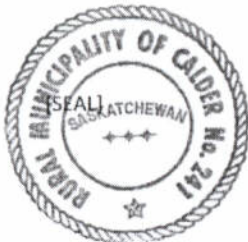
4. NOW AND THEREFORE, the Reeve and Administrator of the Rural Municipality of Calder No. 241 is authorized to sign and execute:
 - a. An agreement, attached hereto and forming a part of this bylaw, and identified as "Exhibit A", with **RHEIN FIRE DEPARTMENT** for the purposes of providing fire protection services for the Municipality's Divisions 3, 5, and 6; and
 - b. An agreement, attached hereto and forming part of this bylaw, and identified as "Exhibit B", with **MUNICIPALITY OF ROBLIN** for the purposes of providing fire protection services for the Municipality's Divisions 1 and 2; and

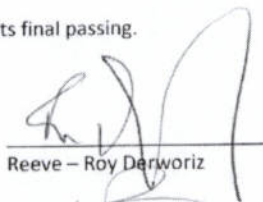
REPEAL FORMER BYLAWS:

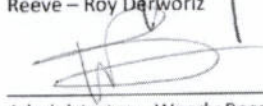
5. Bylaw No. 2010-1 is hereby repealed.

COMING INTO FORCE:

6. This bylaw shall come into effect on the day of its final passing.




Reeve – Roy Derworiz


Administrator – Wendy Becenko

CERTIFIED THAT the adoption of this bylaw was passed by a resolution of the Council of the Rural Municipality of Calder No. 241 at a duly convened meeting held on the **8th** day of **February**, 2017.

ADMINISTRATOR: 

Certified a true copy of Bylaw # 2017-2
adopted by resolution of Council
on the 8 day of Feb. 2017.



MEMORANDUM OF AGREEMENT MADE IN DUPLICATE THIS 8 DAY OF
February, 2017

BETWEEN:

THE VILLAGE OF RHEIN, a municipal corporation of and in the Province of Saskatchewan,
hereinafter referred to as

THE VILLAGE

-AND-

THE RURAL MUNICIPALITY OF CALDER No.241, a municipal corporation of and in the
Province of Saskatchewan, hereinafter referred to as the

THE MUNICIPALITY

WHEREAS the Village and the Municipality agree as follows:

SCHEDULE OF FEES

- A. The village maintains a Fire Department for fire protection within it's boundaries; and,
 - B. The parties wish to arrange for the Fire Department to provide fire protection services to the residents of the Rural Municipality under the terms and conditions hereinafter specified:
1. NOW THEREFORE, in consideration of the promises, conditions, covenants, and provisios hereinafter contained and set forth, the parties hereto agree that subject to the availability of fire fighting men and equipment, the Village will provide firefighting services to the residents of the Rural Municipality on a fee-for-service basis, as hereinafter indicated, but nothing in this Agreement shall require the Village to respond to calls for firefighting.
 2. The Senior Fire Officer of the Village shall have the sole discretion to determine what assistance can be given and what men and equipment can be made available, and shall have the right not to respond or to withdraw such assistance when, and to the extent that, in his judgement, circumstances and his responsibilities require him to do so.
 3. At the scene of the fire, the Fire department of the Village shall remain under the direction of it's Senior Fire Officer at the scene.
 4. For the purposes of this Agreement, the period of assistance shall be deemed to commence after the departure of the firefighting unit(s) directly to the fire and ending after the return of the firefighting unit(s) directly therefrom.
 5. The Rural Municipality of Calder No.241 shall on or before March 31st, of each year pay an annual incentive grant of \$13,630 to the Village of Rhein, it being understood that no additional grants for operational or capital expenditures will be made in addition to the \$13,630 per annum.
 6. It is agreed that the person(s) who receive firefighting services shall be responsible for the payment of a fee as outlined in this agreement, and the Rural Municipality guarantees payment. If after forty-five days payment for services rendered has not been received from the said person(s) the Rural Municipality will be billed for immediate payment. The fees for firefighting services shall be as follows:
 - (a) The sum of \$1000 for the first hour, thereafter the sum of \$533/hour,

- (b) plus the cost of extinguishment, which are according to the rates set by the Rhein Fire Department.(see attachment).
- (c) The sum of \$20 per man per hour shall be the rates for any firefighter's service.

7. The said fees for firefighting services may be reviewed annually.
8. In this agreement, the expression, Senior Fire Officer, means, in the absence of such Officer his deputy or any other person discharging his duties or responsibilities for the time being.
9. This agreement may be terminated at any time by either party giving to the other a written notice of termination, naming therein a date at least sixty (60) days from the giving of such notice upon which this agreement is to terminate, and on the date so named in this Agreement shall be at an end, but without prejudice to any right of either party arising hereunder prior to termination.
10. The Village shall take all necessary and sufficient precautions and steps to prevent and avoid accidents to workmen or other persons or damages to property, and in the event of injury to damage being suffered by any workman or other person(s) or any damage to property, the Rural Municipality shall and will indemnify and save harmless the Village from any and all actions, causes of actions, claims, demands, and remedies whatsoever that may be brought because of any injuries or damages received or sustained by any person, persons, or property resulting from the rendering of firefighting services by the Village under the within agreement, and the Rural Municipality shall maintain a minimum of One million(\$1,000,000,) Dollars liability coverage.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE CAUSED THEIR RESPECTIVE CORPORATE SEALS TO BE AFFIXED HERETO, AS ATTESTED TO BY THE SIGNATURES OF ITS PROPER OFFICERS ON THE DATE AND YEAR WRITTEN ABOVE.

VILLAGE OF RHEIN

(seal)

Mayor

Administrator

RURAL MUNICIPALITY OF CALDER NO.241

Reeve

Administrator



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BETWEEN:

**THE TOWN OF ROBLIN and
RURAL MUNICIPALITY OF SHELL RIVER**
(hereinafter called "the Providers")

- and the -

RURAL MUNICIPALITY OF CALDER
(hereinafter called "Calder RM")

WHEREAS the Providers operate fire protection and emergency services, have appointed a Fire Chief and own fire protection and emergency assets through a fire department situated within the Town of Roblin;

AND WHEREAS Calder RM wishes to contract with the Providers for the purpose of receiving fire protection and emergency services within specified areas of Calder RM from the Providers;

AND WHEREAS Subsection 250(2) of *The Municipal Act* authorizes a municipality to "(c) acquire, establish, maintain and operate services, facilities and utilities";

AND WHEREAS Section 266 of *The Municipal Act* authorizes a municipality to enter into an agreement with a person, other municipality or an agency or department of the Government of Manitoba or the Government of Canada for the purposes of providing fire protection and emergency services;

AND WHEREAS the councils of Town of Roblin, Rural Municipality of Shell River and Rural Municipality of Calder have duly enacted any required by-laws or passed any required resolutions to authorize such an agreement between the parties;

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, the Providers and Calder RM agree as follows:

SECTION 1.00 - DEFINITIONS AND SCHEDULES

1.01 In this Agreement,

- (a) "Fire Area" means the fire area(s) of Calder RM as described in Schedule "A" hereto;
- (b) "Fire Chief" means the chief of the fire and emergency department of the Providers duly appointed by the councils of Town of Roblin and Rural Municipality of Shell River and, if provided for pursuant to the appointment, his or her designate;
- (c) "Fire Department" means Roblin/Shell River Fire & Rescue situated within the Town of Roblin;
- (d) "Fire Protection and Emergency Services" means those fire protection services (as defined in *The Municipal Act*), and those emergency response services (as defined in *The Fires Prevention and Emergency Response Act*) and any other services that the Providers agree to Calder RM, as more particularly described in Schedule "B" hereto attached.

1.02 The following schedules are attached hereto and form part of this Agreement:

- (a) Schedule "A" – Fire and Rescue Area of Calder RM
- (b) Schedule "B" – List of Fire Protection and Emergency Services
- (c) Schedule "C" – Calder RM Water Sources
- (d) Schedule "D" – Calder RM Bridges

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- (e) Schedule "E" – Resolution or By-Law Adopting *The Fire Prevention Act*, 1992 (Saskatchewan)
- (f) Schedule "F" – Fees

SECTION 2.00 - TERM

- 2.01 This Agreement shall come into effect upon signing by the parties and shall remain in force until December 31, 2014, unless terminated earlier in accordance with section 8.01. The parties agree that this Agreement shall be automatically renewed from year to year unless, not less than 3 months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.

SECTION 3.00 - PROVIDERS' RESPONSIBILITIES

- 3.01 Subject to section 3.03 of this Agreement, and subject always to the Providers exercising industry standards of care in providing and/or carrying out their obligations under this Agreement, the Providers agree to supply those Fire Protection and Emergency Services as specifically described in Schedule "B" to Calder RM in the Fire Rescue Area specifically described in Schedule "A".
- 3.02 Upon receiving a request from the 911 dispatcher or other designated individual, the Fire Chief of the Providers will respond to the request for Fire Protection and Emergency Services in Calder RM with, in the opinion of the Fire Chief, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Protection and Emergency Services requested.
- 3.03 Notwithstanding section 3.02 above, the Fire Chief may refuse to supply Fire Protection and Emergency Services to Calder RM if, in the Fire Chief's opinion, the appropriate personnel, apparatus or equipment are required in Town of Roblin or Rural Municipality of Shell River or elsewhere, if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the Fire & Rescue Department to make a response. Without limiting the generality of the foregoing, the refusal by the Fire Chief to supply Fire Protection and Emergency Services includes the discretion of the Fire Chief to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for Fire Protection and Emergency Services or is at the scene in the Fire and Rescue Area.
- 3.04 If, in his or her sole opinion, the Fire Chief determines that additional assistance is required for the provision of Fire Protection and Emergency Services in Calder RM, the Fire Chief may request additional personnel, apparatus or equipment from any private individuals or service providers, or pursuant to the provisions of any existing Fire Protection and Emergency Services Agreement between the Providers or Calder RM and any other municipality, or if no such Fire Protection and Emergency Services Agreement exist, from the next closest municipality.
- 3.05 The parties agree that the Fire Chief is, pursuant to the designation referenced in section 4.06, the authority having jurisdiction as that term is defined in the Manitoba Fire Code, and has full authority and control over any and all Fire Protection and Emergency Services in which the Fire & Rescue Department is engaged in the Fire Area of Calder RM.
- 3.06 The Fire Chief will report to Calder RM no later than the 10th day of each month, all occurrences in the Fire and Rescue Area that the Fire Department has responded to in the previous month.

SECTION 4.00 - CALDER RM'S RESPONSIBILITIES

- 4.01 Calder RM agrees to designate a person who shall be responsible for providing any required information to the Fire Chief with respect to the Fire Protection and Emergency Services required.

- 4.02 Calder RM shall identify all streets and roads in the Fire and Rescue Area by having them clearly marked at all intersections.
- 4.03 Calder RM agrees to provide a map, attached hereto as Schedule "C", of the Fire and Rescue Area clearly indicating all readily accessible static sources of water that are available for fire fighting operations.
- 4.04 Calder RM agrees to identify all bridges under its or any other jurisdictions within the Fire and Rescue Area, including the identification of weight limits and alternate routes for fire protection apparatus. Any bridges that are unable to carry the weight of fire protection apparatus will be clearly marked in red on Schedule "D" hereto. Any bridges so identified will either limit or exclude Fire Protection and Emergency Services where the use of these bridges is required for the transportation of fire protection apparatus.
- 4.05 Calder RM shall be responsible for establishing and notifying residents and occupants of the Fire and Rescue Area, in the manner and to the extent necessary, the procedures for reporting the Fire Protection and Emergency Services provided by the Fire Department.
- 4.06 Calder RM agrees that, while in the Fire and Rescue Area for the purposes of providing Fire Protection and Emergency Services, it has designated the Fire Chief to be the "authority having jurisdiction", as that term is defined in the Manitoba Fire Code.
- 4.07 Calder RM agrees to accept by resolution or by-law *The Fire Prevention Act*, 1992 or any related statutes (Saskatchewan) for the purposes of providing Fire Protection and Rescue Services to the members of its municipality, and to grant direct authority to the Fire Chief of the Roblin/Shell River Fire and Rescue while acting within the scope of his or her employment. The said resolution or by-law shall be attached as Schedule "E".
- 4.08 Calder RM agrees that, while in the Fire and Rescue Area for the purposes of providing Fire Protection and Emergency Services, the Fire Chief is deemed to be the "local assistant" to the Fire Commissioner, in accordance with the requirements of *The Fires Prevention and Emergency Response Act (Manitoba)*.
- 4.09 Calder RM agrees that it will appoint the Fire Chief as a "fire guardian" as that term is defined, for the purposes of providing wildfire protection operations pursuant to *The Wildfires Act (Manitoba)*.
- 4.10 Calder RM agrees to give the Providers a list of any other Fire Protection and Emergency Agreements it has entered into with other municipalities, including the contact name and telephone number for each other municipality. This list will be updated no less frequently than annually by Calder RM during the term of this Agreement.

SECTION 5.00 - FEES

- 5.01 In consideration of the Fire Protection and Emergency Services extended by the Providers to Calder RM, Calder RM agrees to pay the Providers the fees as more particularly set out at Schedule "F" hereto.
- 5.02 Calder RM shall be responsible for payment to the Providers upon receipt of invoice in accordance with Schedule "F" attached hereto for each call answered by the Fire and Rescue Department in the Rural Municipality of Calder.
- 5.03 Pursuant to section 3.04 of this Agreement, if the Fire Chief required additional assistance in the course of providing the Fire Protection and Emergency Services from any individuals, service providers or municipalities, Calder RM agrees that it will, upon presentation by the Providers of a written invoice(s) from any individual, service provider or municipality, pay the fees of the individual, service provider or municipality, notwithstanding the fact that those fees may be different than the amounts charged by the Providers. These fees will be paid by Calder RM in the manner set out in Schedule "F" hereto.
- 5.04 Calder RM agrees that it will pay the costs related to an increase in insurance premium or the costs of an insurance deductible that is assessed to the Providers, either of which

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occurs as a result of the Providers providing Fire Protection Services to Calder RM in the Fire and Rescue Area described herein.

SECTION 6.00 - LIABILITY AND INDEMNIFICATION

- 6.01 The Providers shall not be liable for any injury to Calder RM, or to any officers, employees, agents, residents, occupants or visitors of Calder RM or the Fire and Rescue Area, or for any damage to or loss of property of Calder RM, or of any officers, employees, agents, residents, occupants or visitors of Calder RM or the Fire and Rescue Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Protection and Emergency Services on any occasion to Calder RM or for any decision made by the Fire Chief pursuant to section 3.03 of this Agreement.
- 6.02 Calder RM shall save harmless and fully indemnify the Providers, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.01 and such indemnification shall survive the termination of this Agreement.
- 6.03 Sections 6.01 and 6.02 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of the Providers while acting within the scope of his or her employment.
- 6.04 Calder RM shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of the Providers caused by or in any way related to the performance of this Agreement.
- 6.05 The Providers shall save harmless and fully indemnify Calder RM, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.04 and such indemnification shall survive the termination of this Agreement.
- 6.06 Sections 6.04 and 6.05 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Calder RM while acting within the scope of his or her employment.

SECTION 7.00 - CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 7.01 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- (a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - (b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - (c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - (d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - (e) was developed by either party independently, without a breach of any duty of confidence.
- 7.02 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire

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Protection and Emergency Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.00.

- 7.03 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 7.04 Upon completion of the Fire Protection and Emergency Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- 7.05 Where the Providers or Calder RM or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*, when performing the Fire Protection and Emergency Services described herein, then the Providers or Calder RM, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

SECTION 8.00 - WORKPLACE HEALTH AND SAFETY ISSUES

- 8.01 The parties acknowledge and agree that, by operation of *The Workplace Health and Safety Act (Manitoba)*, each has ongoing duties and obligations that must be met. In order to ensure that these duties and obligations are complimentary, each party will designate a representative to meet as and when needed with their counterpart.
- 8.02 Without limiting the generality of the foregoing, the Fire Chief will be responsible to direct and coordinate all individuals on site.

SECTION 9.00 - DISPUTE RESOLUTION

- 9.01 If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and the person designated by Calder RM pursuant to section 4.01, the parties agree to participate in the following dispute resolution procedure:
- (a) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each Municipality's Chief Administrative Officer (the "CAO") and Protective Services Committee (PSC). The CAOs and PSC will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
- (b) If the CAOs and PSC fail to resolve the dispute within 30 days following the date of their meeting, then they shall each prepare a written report to their respective councils. The councils of the Town of Roblin, Rural Municipality of Shell River and Rural Municipality of Calder will work to resolve the dispute or disagreement.
- (c) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's

counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.

- (d) In the event that the councils cannot resolve the dispute within 30 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with *The Arbitration Act* (Manitoba), subject to section 9.02 herein.
- 9.02 The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator. The costs and expenses of arbitration will be allocated, by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
- 9.03 Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section 9.00, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

SECTION 10.00 - TERMINATION

- 10.01 This Agreement may be terminated by either party giving written notice to the other party of not less than 3 months prior to the desired termination date. If, pursuant to Section 5.00 of this Agreement, Calder RM has paid the Providers an annual retainer for the provision of Fire Protection and Emergency Services, the Providers agree to return, on a pro rata basis, any applicable annual retainer fee to Calder RM as of the termination date.

SECTION 11.00 - GENERAL

- 11.01 The Providers and Calder RM agree that this Agreement may be amended at any time by the mutual consent of the parties, in writing.
- 11.02 Any notices must be sent by registered mail; communications or other information shall be sufficiently given if delivered or sent by regular mail, facsimile, or email and addressed or sent as specified below:
- | | |
|-------------------|--|
| (a) The Providers | Town of Roblin, Box 730, Roblin, Manitoba R0L 1P0
204-937-8333 (ph), 204-937-4382 (fax)
Email: toroblin@mts.net |
| | Rural Municipality of Shell River, Box 998, Roblin,
Manitoba R0L 1P0 204-937-4430 (ph), 204-937-8496 (fax)
Email: shellrvr@mts.net |
| (b) Calder RM | Rural Municipality of Calder, Box 10, Wroxtton,
Saskatchewan S0A 4S0 306-742-4233 (ph) 306-742-4559
(fax) Email: calderm@sasktel.net |
- 11.03 If mail service is disrupted by labour controversy, notice shall be delivered or sent by facsimile.
- 11.04 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:
- (a) the date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
- (b) the third business day of the addressee after the date of mailing, if sent by registered mail; or

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- (c) the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.
- 11.05 Either party may change its address or particulars for the purposes of the receipt of any communications pursuant to this Agreement by giving seven (7) days prior written notice of such change to the other party.
- 11.06 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 11.07 It is expressly agreed by the parties that the Providers are acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of the Town of Roblin, Rural Municipality of Shell River and the Rural Municipality of Calder, or of principal and agent or of partnership or joint venture between the parties, or between the officers, employees or agents of the parties.
- 11.08 Sections 6 and 7, and subsection 11.07 shall survive the termination or expiration of this Agreement.
- 11.09 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable herein.
- 11.10 This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

THIS AGREEMENT has been executed by the Providers and by Calder RM by their duly authorized representatives on the ____ day of see below, 2014.

TOWN OF ROBLIN

March 11/14

Mayor

(SEAL)

Chief Administrative Officer

RURAL MUNICIPALITY OF SHELL RIVER

Reeve

(SEAL)

Chief Administrative Officer

RURAL MUNICIPALITY OF CALDER

22/10/14

Reeve

Administrator

