FIRE SERVICES ASSISTANCE AGREEMENT

THIS AGREEMENT made in duplicate effective the __7_ day of __November_, 2019.

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 HARRIS NO. 316

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 ritten notice.

WITNESS WHEREOF the Biggar Rural District Fire Association hereto has caused the duly authorized officers to sign this 14 day of November, 2019.

BIGGAR RURAL DISTRICT FIRE ASSOCIATION

Chairperson

Secretary/Treasurer

IN WITNESS WHEREOF the Rural Municipality of Harris No. 316 hereto has caused their duly authorized officers to sign this 4 day of December, 2019.

RURAL MUNICIPALITY OF HARRIS NO. 316

Reeve

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 HARRIS NO. 316	
1 st Hour	\$500/hr, minimum charge of \$1000/hr (2 hours) plus any expendable materials used in the course of the call. Plus any loss of equipment during the call but not due to the negligence of the department; any other costs incurred not named.
Additional Hours	
Firefighters	\$
False Alarm Bylaw Rates	1 st time No Charge, 2 nd time \$250, 3 rd and subsequent call \$500 per incident.

BIGGAR RURAL DISTRICT FIRE ASSOCIATION

PO Box 280, 201 2nd Avenue West - Biggar, Saskatchewan, S0K 0M0 Phone: (306) 948-2422 Fax: (306) 948-2250

November 7, 2019

R.M. of Harris No. 316 Box 146 Harris, SK. S0L 1K0

Dear Council,

Re: Fire Services Assistance Agreements

and Downogle

The Biggar Rural District Fire Association is reviewing its Fire Services Assistance Agreement and beginning the process to bring these agreements up to date.

We have a signed Fire Services Assistance Agreement with the Rural Municipality of Harris No. 316. Please advise if you are still interested in having said agreement with the BRDFA.

If you have any questions or concerns, please do not hesitate to contact the undersigned at 306-948-3035.

Sincerely,

Sandi Silvernagle, RMA

Administrator

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made in duplicate effective the 1st day of October 2004.

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 in Part, being
Townships 34, 35 & 36 All in Range 18 West of the 3rd Meridian

The Village of Springwater

and

THE RURAL MUNICIPALITY OF HARRIS NO. 316

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:

- 1. 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.
- 2. 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.
- 3. 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.

- 4. 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.
- 5. 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.
- 6. This agreement shall continue until such time as either party terminates it, by providing the other with 60 days written notice.

IN WITNESS WHEREOF the Biggar Rural District Fire Association hereto has caused the duly authorized officers to sign this 1st day of October, 2004.

BIGGAR RURAL DISTRICT FIRE ASSOCIATION

Chairperson

Secretary/Treasurer

IN WITNESS WHEREOF the Rural Municipality of Harris No. 316 hereto has caused their duly authorized officers to sign this day of , 2004.

RURAL MUNICIPALITY OF HARRIS NO. 316

Reeve

Administrator ACCT

No 316

SASKATCHEWAN