

THIS AGREEMENT MADE THIS 27 DAY OF MARCH, 2024.

Between: THE VILLAGE OF NEVILLE,
of the Village of Neville,
in the Province of Saskatchewan,

HEREAFTER REFERRED TO AS THE "VILLAGE"

AND: THE RURAL MUNICIPALITY OF LAC PELLETIER,
No. 107, with registered head office
in the Village of Neville,
in the Province of Saskatchewan,

HEREAFTER REFERRED TO AS THE "R.M."

MEMORANDUM OF AGREEMENT FOR SERVICES RENDERED

WHEREAS the Village owns two fire trucks and has a volunteer fire department and which said fire trucks and volunteer fire department attend the scenes of fires in order to extinguish or retain the same.

AND WHEREAS the R.M. is desirous of retaining the services of the fire trucks owned by the Village of Neville and employing the services of the volunteer fire department, from the Village of Neville.

AND WHEREAS the Parties hereto have mutually agreed, each with the other, that in consideration of the R.M. paying an annual retainer for the retention of the services of the volunteer fire department and the use of the fire trucks owned by the Village of Neville, and in the further consideration as herein provided, the Village of Neville undertakes and agrees to provide fire prevention services, and including the use of the fire trucks and services to be rendered by the volunteer fire department within a certain area of the R.M. as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements herein contained, each of the Parties hereto do hereby promise, covenant and agree to and with the other as follows:

RECITALS

1. The recitals hereto are made part of this Agreement and this Agreement shall be construed in light thereof.

SERVICES TO BE RENDERED

2. In consideration of the payment of the R.M. to the Village of Neville, as hereinafter set forth, the Village of Neville undertakes, promises and agrees to provide the use at the scene of a fire, the fire trucks owned by the Village of Neville and within such area as indicated in red on the Rural Municipality of No. 107 map, attached hereto as Appendix A and forming part hereof.

ANNUAL RETAINER

3. In consideration of the Village of Neville deploying and attending with the Village's fire trucks at the scene of a fire in the area lineated in red on the attached Rural Municipality of No. 107 map, attached hereto as Appendix A and forming part hereof, the R.M. covenants and agrees to pay to the Village of Neville, the annual sum of the following:

Base Rate - \$1600.00 plus \$24.00 per section of land to be covered.

60 Sections + 60 x \$24.00 + \$1440.00 + Base Rate of \$1600.00

THREE THOUSAND AND FORTY (\$3040.00) Dollars, the said sum

due and owing by the RM. to the Village on or before the 1st day of May.

FURTHER CONSIDERATION

4. The Village of Neville shall invoice the R.M. as per Appendix B, Fee Schedule. The R.M. is not required to pay the afore mentioned invoice until such time as the R.M. is paid for the fire call. These fees are in addition to such compensation the R.M. agrees to pay the Village of Neville, as hereinbefore set forth in paragraphs 2 and 3.

EFFECTIVE DATE

5. This Agreement, several undertakings, promises and agreements herein shall be effective from and after the 1st day of May, 2024.

TERM

6. This Agreement shall be automatically renewed from year to year unless one years' written notice is received by either party from the other party intending to terminate this Agreement, and such written notice to be received on or before the 1st day of May of the year prior to the following 1st day of May of the succeeding year, in which it is the intention of the Party to terminate this agreement.

UNDERTAKINGS BY THE VILLAGE

7. The Village undertakes, covenants and agrees as follows:
- a) To apply the annual retainer, the per capita grant and such other sums as payable hereunder, in the operating and maintenance costs of the fire trucks; provided however, in the event that the sums payable hereunder are more than sufficient for the operating and maintenance costs of the fire trucks, then in such event, such sums shall be retained by the Village in Trust and used solely for the replacement of the fire trucks or related firefighting equipment.
 - b) To act reasonably and with due dispatch of the fire trucks and volunteer fire department to the scene of a fire situated in the area marked in red in the R.M. maps attached hereto and forming part hereof.
 - c) To contribute a sum of TWO THOUSAND AND EIGHT HUNDRED (\$2,800.00) Dollars per year for the operation and the maintenance of the fire trucks.
 - d) To invoice the Village of Neville ratepayers as per Appendix B, Fee Schedule.
 - e) To keep the fire trucks in good operating order and maintain the same as may be necessary in the circumstances.

MUTUAL AGREEMENTS AND UNDERTAKINGS

8. The Parties hereto mutually covenant and agree as follows:
- a) It is acknowledged and agreed that the Village has a similar contract with the Rural Municipality of 106, consequently, in the event that fires should arise at the same time at different locations, that is, either in the R.M. of 107, R.M. of 106 or the Village of Neville, then in such event the Village shall decide, at its option, which fire to attend and there shall be no liability attached for failure to attend at the scene of the fire covered by this Agreement.
 - b) The Village makes no representations or warranties as to the condition and the adequacies of the fire trucks and its ability, or the ability of the volunteer fire department of the Village; consequently, the R.M. hereby waives all claims, demands, suits or actions that it may have at the time, against the Village that may occur or arise pursuant to the terms and conditions hereof, and further, undertakes and agrees to indemnify and save the Village harmless from any and all claims, suits or demands of

whatsoever nature or kind arising out of or resulting from the undertakings herein.

IN WITNESS WHEREOF the Parties thereto have hereunto caused their corporate seals to be hereunto affixed attested by the signatures of its proper officers in the behalf on the day and year first above written.

Village of Neville

(seal)

Mayor

Clerk

R. M. of Lac Pelletier No. 107

(seal)

Reeve

Administrator

APPENDIX A

R.M. of Lac Pelletier No. 107 – MAP
Area lineated in red



APPENDIX B

FEE SCHEDULE

FEE FOR SERVICE

R.M. 107 will pay to the Village of Neville a service fee for each fire call based on the following fee structure:

- \$2200.00 flat rate per fire call
- \$250.00 per hour for every hour over 4 hours
- \$2.00 per mile per truck
- All costs for attending water trucks.