

**FIRE SERVICES AGREEMENT**

This agreement entered into this 12 day of November, 2020

**BETWEEN:**

the **Village of St. Louis** and the **Rural Municipality of St. Louis No. 431**,  
hereinafter referred to as:  
the "Municipalities"

and

the **Rural Municipality of Prince Albert No. 461**,  
hereinafter referred to as:  
the "RM"

Whereas the Municipalities have jointly established a fire department, known as the **St. Louis Fire Department**, for the provision of fire protection and extrication services to lands located within their respective boundaries;

And whereas the RM is desirous of retaining the services of the St. Louis Fire Department from the Municipalities;

Now therefore in consideration of the premises, conditions, covenants and provisions hereinafter contained and set forth, the Parties hereto agree as follows:

1. The Municipalities authorize the St. Louis Fire Department to provide fire protection and extrication services to the RM for the agreed upon and designated area within the RM as outlined in Schedule "1", attached hereto and forming part of this agreement.
2. The St. Louis Fire Department shall provide fire protection and extrication services to the RM subject to the terms of this agreement.
3. The RM shall pay the Municipalities a retainer fee of seven thousand five hundred (\$7,500.00) dollars per year for the calendar years 2021-2023.
4. The Municipalities shall provide the RM with an expense invoice for the said retainer fee in January of each year. Payment of this retainer fee will be due upon receipt and be payable to the Rural Municipality of St. Louis No. 431 – Fire Services Account.
5. In addition to the above noted retainer fee, the RM shall pay an equipment fee when any of the following equipment is used to provide fire protection and extrication services to the RM, according to the following rates:

EB


Fire Truck - Engine 671	\$400 per hour (minimum 2 hour charge on all call-outs);
Fire Truck – Engine R-1	\$400 per hour (minimum 2 hour charge on all call-outs);
Tanker Truck	\$200 per hour (minimum 2 hour charge on all call-outs);
1 Tonne – Unit 4	\$150 per hour (minimum 2 hour charge on all call-outs);
Command Centre Van	\$100 per hour (minimum 2 hour charge on all call-outs);
Man hours	\$20.00 per man / per hour
Personal vehicles authorized by Fire Chief	\$0.45 per Kilometre;

6. Time for calculating the equipment fee shall commence from the time the equipment leaves the Fire Hall and terminate when the equipment returns to the Fire Hall.
7. Any extra costs incurred by the St. Louis Fire Department when providing fire protection and extrication services to the RM for outside assistance, such as from Mutual Aid partners, Saskatchewan Environment or for commandeered equipment, shall be paid by the RM based on the actual cost.
8. The Municipalities shall submit a detailed expense invoice and incident report to the RM within 30 days of providing fire protection and extrication services to the RM, or, where applicable, within 30 days of the date the extra costs are known.
9. The RM shall pay all invoices from the Municipalities to the Rural Municipality of St. Louis No. 431 – Fire Services Account, upon receipt.
10. The Municipalities and the RM agree that the St. Louis Fire Department's Fire Chief shall have the authority to determine which equipment to dispatch to provide the RM with fire protection and extrication services. The Fire Chief shall also have the authority to determine the priority of responding to service calls in the case of simultaneous fires, having regard for human protection first and property protection last. The RM agrees to release and hold harmless the Fire Chief from all liabilities, damages, costs, claims, suits or actions arising out of the exercise of the Fire Chief's authority set out herein.
11. The RM shall indemnify and save harmless the Municipalities and/or St. Louis Fire Department and all person for whom they are at law responsible from all liabilities, damages, costs, claims, suits or actions arising out of any damage to property including loss of use thereof, and any injury to any person or persons, including death resulting at any therefrom, occasioned by any act or omission of the Municipalities, its officers, agents, servants and employees, contractors, customers, invitees or licensees or occurring in or on the premises of any part thereof arising from or occasioned by any cause whatsoever, except where such damage or injury is due to the gross negligence or intentional acts of the Municipalities and/or St. Louis Fire Department, their officers, agents, servants and employees, contractors, customers, invitees or licensees.
12. This agreement shall be effective from January 1, 2021 up to and including December 31, 2023, unless terminated by either party with the provision of 180 days prior written notice.

EB

IN WITNESS HEREOF the parties have caused their respective corporate seals to be affixed hereto, as attested by their proper respective officers on the date and year first written above.


**RURAL MUNICIPALITY OF ST. LOUIS NO. 431**

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



**VILLAGE OF ST. LOUIS**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

(Seal)



**RURAL MUNICIPALITY OF PRINCE ALBERT NO. 461**

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



(Seal)