

EXHIBIT A

MEMORANDUM OF AGREEMENT MADE THIS 16 DAY OF April
A.D. 2024

BETWEEN:

THE TOWN OF SPRINGSIDE, IN THE PROVINCE
SASKATCHEWAN, a Municipal Corporation,
hereinafter referred to as the Town

- and -

THE RURAL MUNICIPALITY OF GARRY, NO. 245,
in the province of Saskatchewan, a Municipality Corporation,
hereinafter referred to as the Rural Municipality
(as the case may be)

WHEREAS, The Town maintains a fire department for fire protection
within its boundaries, and,

WHEREAS, The parties to this agreement wish to arrange for the Town Fire
Department to provide fire suppression services to the residents of the Rural
Municipality;

NOW THEREFORE, in consideration of the promises, conditions, covenants, and
provisions, hereinafter contained and set forth, the Parties to this agreement
agree as follows:

DEFINITIONS AND SCHEDULES

1. In this Bylaw:
 - a) "Parties" means the Town of Springside and the Rural Municipality of Garry No. 245;
 - b) "Fire Chief" means the Fire Chief of the Town as appointed by the Council or the firefighter acting on his/her behalf.
2. The following schedules are attached hereto and form part of this Agreement:
 - a) Schedule A – Fire Service Area
 - b) Schedule B – Annual Contribution and Fire Department Fees

OPERATIONAL

3. Subject to the availability of fire fighting personnel and equipment, the Town will provide fire suppression services to the residents of the Rural Municipality within the Fire Service Area as outlined in Schedule A, on a fee-for-service basis, as hereinafter indicated, but nothing in this agreement shall require the Town to respond to a call for firefighting.
4. The Fire Chief shall have the sole discretion to determine what assistance can be given and what personnel 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 judgment, circumstances and his responsibilities require him to do so. At the scene of the fire, the Fire Department of the Town shall remain under the direction of its Fire Chief.

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5. The Town shall be responsible for the cost of operating the fire department and adequately housing all fire fighting equipment.

ADMINISTRATION

6. The Town shall be responsible for administering the provisions of this agreement.

ANNUAL CONTRIBUTIONS

7. It is agreed by the parties hereto that as further consideration of the Town agreeing to provide suppression to the residents of the Rural Municipality, the Rural Municipality will pay to the Town a yearly grant of the amount defined in Schedule B. The grant shall be paid by the Rural Municipality to the Town on or before May 15th in each year during the term of this agreement.

FEES, BILLING AND COSTS OF OPERATION

8. Fire suppression services shall be rendered on a custom work basis to the ratepayers of the Rural Municipality. The cost of fire suppression services shall be billed by the Town to the Rural Municipality. The fees to be charged for firefighting services shall be as indicated on Schedule B.
9. For the purpose of this agreement, the period of assistance shall be deemed to commence after the departure of the fire fighting unit directly to the fire and ending after the return of the firefighting unit(s) there from, taking into account any cleanup and/or setup/takedown time required.
10. The Town agrees to provide the Rural Municipality having a fire call with a copy of the billing, a detailed breakdown of the charges and other pertinent information including the location, nature and origin of the fire within 30 days of the call occurring.

ACTIONS AND LIABILITIES

11. The Town shall take all necessary and sufficient precautions and steps to prevent and avoid accidents or injuries to firefighters and shall institute proven methods and practices to minimize damage to property. The Rural Municipality shall and will indemnify and save harmless the Town from any and all actions, causes of actions, claims, demands, and any injuries or damages received or sustained by any person, persons, or property as a result of fire suppression or rescue services being provided by the Town or its firefighters unless such actions are the result of gross negligence by the Town or its firefighters in providing fire suppression or rescue services.
12. The Rural Municipality agrees that they will carry a minimum of Two Million Dollars (\$2,000,000.00) liability insurance coverage for the term of this agreement.

"Schedule A" to

Exhibit A – MUNICIPAL FIRE AGREEMENT

FIRE SERVICE AREA

RURAL MUNICIPALITY OF GARRY NO. 245



"Schedule B" to

Exhibit A – MUNICIPAL FIRE AGREEMENT

ANNUAL CONTRIBUTIONS

The annual amount paid by the Rural Municipality to the Town is to be nine thousand, two hundred dollars (\$10,100.00).

FEES, BILLING AND COSTS OF OPERATION

The sum of \$2,500.00 for the initial call out fee;

after the first hour, the following costs associated with providing manpower to maintain fire protection for the Town necessitated by the providing of firefighting services to the Rural Municipality apply:

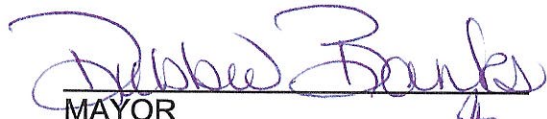
- a) Rescue 1 - \$600.00/hour
- b) Wildland 1 - \$600.00/hour
- c) Engine 1 - \$600.00/hour
- d) Rescue 2 – \$200/00/hour
- e) Tanker 1 - \$600.00/hour
- f) Firefighter Hourly Rate \$30.00/hour per responding member
- g) Incidental Supplies (ie; firefighting foam)
- h) Any mutual aid fees from other fire departments will be added to the billing.

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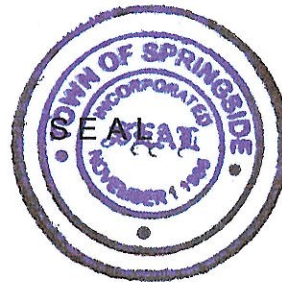
TERM

13. This agreement shall come into effect upon signing by the parties and shall remain in force until such time as either one or both parties withdraw. It is agreed that any of the parties hereto may withdraw in whole or part from this agreement by giving the other Party one-year written notice of their intention to withdraw.
14. Both Parties agree that this Agreement and its Schedules may be amended at any time by the mutual consent of the parties, in writing. Schedule B will be reviewed and agreed upon on an annual basis.
15. IN WITNESS WHEREOF, the Parties hereby have caused their respective corporate seals to be affixed hereto attested thereto by their proper officers on the date and year first written above.

TOWN OF SPRINGSIDE


MAYOR


ADMINISTRATOR



RURAL MUNICIPALITY OF GARRY NO. 245


REEVE


ADMINISTRATOR

