

Town of Strasbourg



EXHIBIT "I" to Bylaw 326/10

THIS AGREEMENT is made in duplicate effective on this 16th day of December 2017;

BETWEEN: The Resort Village of Sunset Cove
P.O. Box 68
Strasbourg, Saskatchewan S0G 4V0
(in this Agreement referred to as the "Resort Village")

AND

The Town of Strasbourg
P.O. Box 369
Strasbourg, Saskatchewan S0G 4V0
(in this Agreement referred to as the "Town")

WHEREAS the Resort Village requires fire suppression and rescue services for its ratepayers;

WHEREAS the Town has agreed to provide fire suppression and rescue services to the Resort Village through utilization of the Strasbourg Fire Department upon the request of the Resort Village and for which the Resort Village has agreed to pay;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

PREAMBLE

1. The Town does hereby agree to provide fire suppression and rescue services to the residents of the Resort Village where called upon to do so, subject to the limitations and conditions hereinafter set forth.
2. Fire suppression services and rescue services are offered as one blended service by the Strasbourg Fire Department, and the Resort Village cannot select to pay or utilize these services independently of each other.

FINANCIAL

3. Financial contributions will be utilized for the purposes of:
 - a. The maintenance of upgrading or replacing the Fire Hall building located at 500 Assiniboia Avenue in Strasbourg, Saskatchewan, and all utilities related thereto.
 - b. The purchase and maintenance of fire equipment, including communications equipment, fire suits, fire boots, and fire gloves.
 - c. The cost of upgrading or replacing capital equipment, including but not limited to the Fire Pumper Truck, the Tanker/Pumper Truck, the Rescue Truck, and the Jaws of Life.
 - d. The general operation of the fire department, including providing training for firefighters, payment of wages to firefighters, and purchase of insurance coverage.
4. The Resort Village shall pay to the Town on account of such services an annual fire suppression and rescue levy and any call-out fees as particularized in Schedule "A" to this Agreement, subject

to amendment by the parties in writing annually for the express purpose of updating the taxable assessment. For the purposes of this Agreement, the fire suppression levy and the rescue levy are separated out for more description and transparency, but the levies are merged and paid as one.

5. All invoices for fire call-out fees shall be billed directly to the Resort Village, and paid by the Resort Village. Fees shall be paid within forty-five (45) days of the date of invoice.
6. The Town reserves the right to discontinue fire suppression and rescue services to the Resort Village from non-payment of call-out fees, forty-five (45) days from the invoice due date.
7. The annual fire suppression and rescue levy shall be paid by February 1 of each year.
8. The Town reserves the right to discontinue fire suppression and rescue services to the Resort Village from non-payment of the annual levy, ninety (90) days after invoice date of issue.

EQUIPMENT & CAPABILITIES

9. The provision of fire suppression and rescue services by the Town at any given time shall be subject to availability of equipment, volunteer firefighters, and supply of water at the time of the fire.
10. At the signing of this Agreement, the Strasbourg Fire Department has equipment, inventory, and personnel available for fire suppression and rescue services, as included in Schedule "B" of this Agreement.
11. At the signing of this Agreement, the Strasbourg Fire Department can offer the capabilities and services as included in Schedule "B" of this Agreement.
12. The Resort Village shall assume no ownership of any equipment purchased or obtained by the Town for fire suppression and rescue services usage at the signing of this Agreement.

ADMINISTRATIVE

13. The Town shall provide annual written updates and collaborative planning meetings with all municipalities and entities the Strasbourg Fire Department provides fire suppression and rescue services for.
14. If, in the event of a fire or other emergency within the Resort Village, the Strasbourg Fire Department shall have a debrief with the Council of the Resort Village no later than one (1) month after the emergency, if requested by the Resort Village Council.

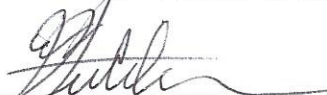
AGREEMENT TERMS & TERMINATION

15. This Agreement cancels all, if any, previous agreements for the provision of fire suppression and rescue services to the parties hereto.
16. This Agreement shall be continuous but may be terminated by either party by giving one (1) year's notice in writing to the other party.

GENERAL

17. it is expressly understood and agreed by the parties hereto that the Town, its councillors, agents, and employees, and the Strasbourg Fire Department volunteers, shall not in any manner be liable for its failure to respond to any fire or rescue calls, or be liable for damage to property or persons occasioned by fire, water, or for any other reason whatsoever, including misfeasance, nonfeasance, or negligence on the part of the Town and its councillors and employees and the Strasbourg Fire Department and its volunteers while attending a fire or rescue call or travelling to or from a fire or rescue call.
18. This Agreement shall ensure to the benefit of and be binding upon the heirs, successors, administrators and permitted assigns of the parties.
19. This Agreement shall constitute the entire agreement between the parties and the parties acknowledge that there are no other representations, conditions, or warranties with respect to this Agreement other than those which are contained herein. The following schedules shall form a part of this Agreement:
 - a. Schedule "A" – Levy Calculation
 - b. Schedule "B" – Equipment and Capabilities
20. This Agreement shall be governed by the laws of the Province of Saskatchewan, and the courts of the Province of Saskatchewan shall have exclusive jurisdiction over any dispute arising herefrom.
21. This Agreement shall become binding upon the passing of a Bylaw by the Resort Village expressly ratifying the same. It is agreed that upon passing of such Bylaw, a certified copy of the same shall be provided by the Resort Village to the Town Administrator.

For the Resort Village of Sunset Cove



Mayor



Administrator



For the Town of Strasbourg



Mayor



Administrator





SCHEDULE "A" TO BYLAW 381/17 FIRE AGREEMENT WITH THE RESORT VILLAGE OF SUNSET COVE

FIRE SUPPRESSION SERVICES LEVY FORMULA

1. The Resort Village shall make an annual financial contribution to the Town of Strasbourg for fire suppression services by the following formula:

$$\left(\frac{\text{Taxable Assessment of Resort Village}}{\text{Combined Taxable Assessment of Total Fire Suppression Service Area}} \times \text{Annual Fire Suppression Operating \& Capital Budget} \right) = \text{Levy}$$

2. The taxable assessment for the Resort Village at the signing of this Agreement is \$10,559,840.
3. The combined taxable assessment of the total area serviced by the Strasbourg Fire Department for fire suppression services is \$316,152,390.
4. The annual operating and capital budget for fire suppression services as set by the Town of Strasbourg for necessary operation of the Strasbourg Fire Department is \$70,000 (60% operating, 40% capital).

RESCUE SERVICES LEVY FORMULA

5. The Resort Village shall make an annual financial contribution to the Town of Strasbourg for rescue services by the following formula:

$$\left(\frac{\text{Taxable Assessment of Resort Village}}{\text{Combined Taxable Assessment of Total Rescue Service Area}} \times \text{Annual Rescue Operating \& Capital Budget} \right) = \text{Levy}$$

6. The combined taxable assessment of the total area serviced by the Strasbourg Fire Department for rescue services is \$548,240,945.
7. The annual operating and capital budget for rescue services as set by the Town of Strasbourg for necessary operation of the Strasbourg Fire Department is \$14,000 (60% operating, 40% capital).

TOTAL LEVY

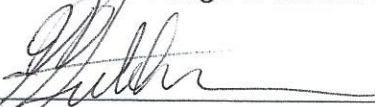
8. The fire suppression levy is \$2,237.87 and the rescue levy is \$258.10.
9. The total annual levy for both fire suppression and rescue services to be paid by February 1 each year shall be **\$2,495.98**.

CALL-OUT FEES

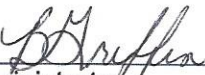
10. The fire call-out fee to be paid for each incident attended by the Strasbourg Fire Department shall be \$3000.00.

Dated this 16th day of December, 2017.

For the Resort Village of Sunset Cove



Mayor



Administrator



For the Town of Strasbourg



Mayor



Administrator

