THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. \_\_\_\_\_

BETWEEN:

 THE TOWN OF HERBERT

 of Herbert,

 in the Province of Saskatchewan

 (hereinafter called “the Town”)

AND

 The RURAL MUNICIPALITY OF

 EXCELSIOR NO. 166

 of Rush Lake,

 in the Province of Saskatchewan

 (hereinafter called “the RM”)

WHEREAS the Parties hereto are joint owners of a fire truck unit (hereinafter called “the Fire Truck”).

 AND WHEREAS the Parties hereto wish to enter into an Agreement for the provision of fire protection services by the Town to the ratepayers of the RM.

 NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement shall take effect on the 1st day of February, 2017 and shall continue until terminated in accordance with the provisions hereof.

2. The Town shall be responsible for training and providing fire fighters to operate the Fire Truck.

3. The Town shall make the Fire Truck available together with sufficient fire fighters to operate same for fire protection coverage to all areas of the RM

4. In the event the Town is required to provide actual fire-fighting service to a ratepayer of the RM it is agreed that the Town shall be entitled to submit a statement to such ratepayer for services rendered in accordance with the fee schedule established by SGI and/or the Government of Saskatchewan.

5. In the event that capital expenditures in excess of $5,000.00 are required to repair the Fire Truck the Town will consult with the RM before making such expenditure or expenditures and the cost thereof shall be shared equally by the Town and the RM.

6. The Town, on or before the 30th day of November in each year shall provide the RM with an operational statement setting out the cost of fire protection services incurred by it in the immediately preceding year.

7. Based on the average net operating costs of the previous year the RM shall, for the 2017 fiscal year, pay to the Town an amount equal to Fifty (50%) of the net operating costs. Thereafter the RM shall, in each year during the term of this agreement, pay to the Town an amount equal to Fifty (50%) percent of the previous years’ net operating costs, such payment to be made by the RM within thirty (30) days of the receipt of the Town’s annual operating statement. It is understood that the operating statement referred to in this section will not include expenditures as described in Section 5 of this agreement. The Town shall at any time upon request provide disclosure of details of all items included in the format of the operating statement.

8. This Agreement may be terminated by mutual agreement at any time hereafter or by either party on six (6) months written notice to the other party.

9. It is agreed that any dispute with respect to the within Agreement or any provision thereof shall be determined in accordance with the provisions of The Arbitration Act, 1992 of Saskatchewan and amendments thereto.

IN WITNESS WHEREOF the TOWN OF HERBERT has hereunto affixed its corporate seal duly attested to by the hands of its proper signing officers in that behalf this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2017.

TOWN OF HERBERT

Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator

IN WITNESS WHEREOF the RURAL MUNICIPALITY OF EXCELSIOR No. 166 has hereunto affixed its corporate seal duly attested to by the hands of its proper signing officers in that behalf this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2017.

RURAL MUNICIPALITY OF EXCELSIOR No. 166

Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Reeve

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator