

## FIRE PROTECTION AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS 11<sup>th</sup> DAY OF FEBRUARY, 2013,

BETWEEN:

**THE CITY OF MEADOW LAKE**, a municipal body corporate  
having an office at the City of Meadow Lake, in the Province  
of Saskatchewan,  
(hereinafter called "the City".)

- and -

### FLYING DUST FIRST NATION

WHEREAS the Flying Dust First Nation is the owner of buildings located on land within the boundaries of the Flying Dust Reserve No. 105 and which buildings are more particularly described in the Flying Dust First Nation Application for Fire Protection, (hereinafter called the said Premises).

AND WHEREAS the Flying Dust First Nation is desirous that the City supply fire protection to the said premises on the terms and conditions hereinafter contained.

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

1. The City does hereby agree to furnish fire protection service to the said premises subject to the limitations and conditions hereinafter set forth, such fire protection to be furnished from the date hereof for a TWO (2) year period.
2. It is understood and agreed by the Flying Dust First Nation that the fire protection to be furnished by the City as set out in Paragraph 1 hereof shall be subject to the men and equipment available to the City at the time of such fire on the said premises and to the water conditions prevailing at the time of such fires.
3. The Flying Dust First Nation does hereby agree to pay to the City a retainer fee annually as set by Council from time to time in consideration of the City entering into this agreement.

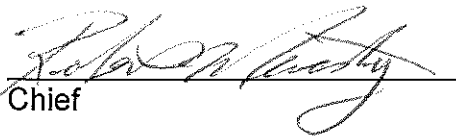
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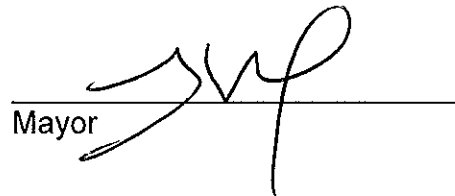
4. It is expressly understood and agreed by the parties hereto that the City shall not in any manner be liable for its failure to respond to any fire calls to the said premises or be liable for damage to property or persons occasioned by fire, water or any other reasons whatsoever, including misfeasance, non-feasance or negligence on the part of the City or its employees while attending a fire call on the said premises herein described.
5. All calls made to and received by the City shall be presumed authorized by the said Flying Dust First Nation.
6. This agreement shall terminate without notice upon the Flying Dust First Nation's failure to pay the service charge as herein provided.
7. This agreement shall expire on December 31, 2014, unless terminated upon thirty (30) days notice in writing by either party.

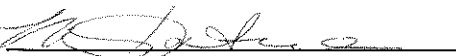
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

FLYING DUST FIRST NATION

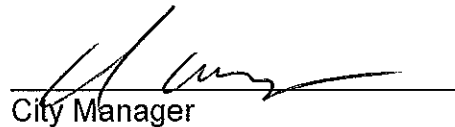
CITY OF MEADOW LAKE


  
Chief

  
Mayor





  
City Manager



**SCHEDULE A**

**EFFECTIVE JANUARY 1, 2010**

<u>Retainer Fee:</u>	2013	\$15,000.00
	2014	\$15,000.00

Fees for Fires:            No Charge

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