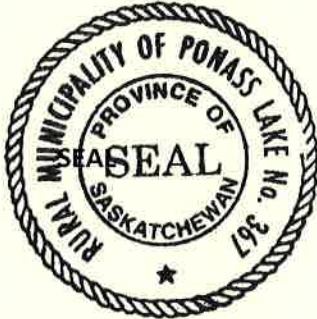


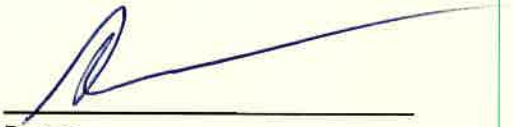
**RURAL MUNICIPALITY OF PONASS LAKE NO. 367  
PROVINCE OF SASKATCHEWAN  
BYLAW No. 1 /14**

**A BYLAW OF THE RURAL MUNICIPALITY OF PONASS LAKE NO. 367 TO PROVIDE FOR ENTERING INTO AN  
AGREEMENT WITH THE TOWN OF ROSE VALLEY RESPECTING THE PROVISION OF FIRE AND EMERGENCY  
PROTECTION SERVICES.**

The Council of the Rural Municipality of Ponass Lake No. 367, in the Province of Saskatchewan, enacts as follows:

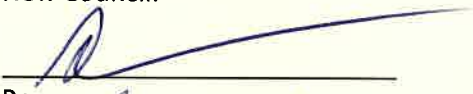

1. This bylaw may be cited as the "RM of Ponass Lake-Town of Rose Valley Fire Protection Agreement Bylaw".
2. The Rural Municipality of Ponass Lake No. 367 is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as Schedule 1, with the Town of Rose Valley for the purpose of providing and/or receiving fire and emergency protection services.
3. The Reeve and Administrator of The Rural Municipality of Ponass Lake No. 367 are hereby authorized to sign and execute the attached agreement identified as  
Schedule 1.

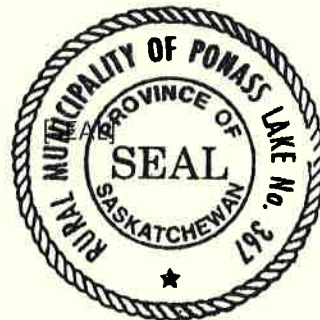


  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

Certified a true copy of Bylaw No. 1/14  
adopted by resolution of Council at the  
November 5, 2014 first meeting of the  
New Council.

  
\_\_\_\_\_  
Reeve  
  
\_\_\_\_\_  
Administrator



Memorandum of Agreement made this 9<sup>th</sup> day of December, 2014 A.D.

Between:

The Rural Municipality of Ponass Lake No. 367  
(Hereinafter referred to as the "Rural Municipality")

-and-

The Town of Rose Valley,  
(Hereinafter referred to as the "Town")

WHEREAS the parties hereto are desirous of providing in this Agreement for the following: provision and/or receipt of fire and emergency protection services

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

### Definitions

1. In this Bylaw

- 1.1 **"Fire Chief"**: means person appointed as head of fire and emergency protection services for both the Rural Municipality and of the Town and in his absence a designate as appointed pursuant to The Town of Rose Valley Fire Department Bylaw may act as Fire Chief.
- 1.2 **"Fire Protection Services"** means all aspects of fire safety including but not limited to, maintenance and inspection of fire equipment, fire prevention, fire suppression, firefighting, rescue, pre-fire planning, fire inspection, fire investigation, public education and information, training or other staff development, advising, and responding to a request for fire protection, including legitimate emergencies and false alarms.
- 1.3 **"Fire Fighters"**: means volunteers registered with the Town and Rural Municipality for the purpose of fighting fire and providing emergency response services, with such volunteers identified by resolution in the Minutes of the Town of Rose Valley and the Rural Municipality of Ponass Lake No. 367 and volunteers as appointed by the Fire Chief from time to time.
- 1.4 **"Emergency Protection Services"** means services requested of the Department in response to or in preparation of response to an emergency with such actions including and not limited to: rescue service, pre-hospital emergency medical services; dangerous goods emergency response; maintenance, testing and operation of Emergency Measures equipment; air ambulance (STARS) site security and response; notice delivery; traffic control; crowd control; debris removal.
- 1.5 **"Equipment"** means fire or emergency protection equipment, either jointly or solely owned by the Town and Rural Municipality.
- 1.6 **"Pre-hospital Emergency Medical Services"** means performance of necessary basic life saving measures, in case of emergency or lack of first responder presence, with such measures including and not limited to the use of an automated external defibrillator and maintenance and operation of any lifesaving equipment controlled by the Department.
- 1.7 **"Rose Valley & District Volunteer Fire Department Chief"** means the member of the Rose Valley & District Volunteer Fire Department who is appointed by the Town of Rose Valley as the head of said Fire Department.
- 1.8 **"Rose Valley & District Volunteer Fire Department"**: means the municipal Fire Department of the Town of Rose Valley constituted pursuant to Town of Rose Valley bylaw.
- 1.9 **"Service Recipient"** means the person, organization, agency or entity receiving fire or emergency protection services in response to an emergency call for such service.

### Service Provided

2. The Rose Valley & District Volunteer Fire Department (hereinafter referred to as "the Fire Department") is authorized to provide fire and emergency protection services to the Rural Municipality of Ponass Lake No. 367 and to exercise the powers necessary to the provision of these services under the following terms and conditions:

- 2.1 Both the Town and Rural Municipality shall appoint the Rose Valley & District Volunteer Fire Department Chief as the respective municipality's Fire Chief and Local Assistant to the Fire Commissioner.
- 2.2 The level of fire and emergency protection service provided pursuant to this agreement shall be at the discretion of the Fire Chief, who shall determine the priority response, equipment and personnel to be dispatched for all fire and emergency protection calls.
- 2.3 If the Fire Chief is unable to attend or respond to a call for fire or emergency protection services, a designate as appointed pursuant to The Town of Rose Valley Fire Department Bylaw may act as Chief.
- 2.4 Fire and emergency protection services shall be provided by volunteer fire fighters under direction of the Fire Chief. The Rural Municipality shall register each individual volunteer member of the Rose Valley & District Volunteer Fire Department as a fire fighter for the Rural Municipality of Ponass Lake No. 367 by identifying said volunteers in the Minutes of the municipality.
- 2.5 At the Fire Chief's discretion, the Fire Department may honour any other Fire and / or Emergency Protection Agreement that the Rural Municipality has entered into, or will enter into while this agreement is in force, including and not limited to service to the Village of Fosston.
- 2.6 At the Fire Chief's discretion, the Fire Department may provide fire and emergency protection service in response to any call out within or without the municipal boundaries of the Rural Municipality.

**Authorized Use of Equipment on Call Response Within and Without Municipal Boundaries at Discretion of the FIRE CHIEF**

3. Use of all Rural Municipality fire and emergency service equipment by the Fire Department, within and without the municipal boundaries of the Rural Municipality, for fire and emergency protection services is hereby authorized at the discretion of the Fire Chief.
4. Use of all Town fire and emergency service equipment by the Fire Department, within and without the municipal boundaries of the Rural Municipality, for fire and emergency protection services is hereby authorized at the discretion of the Fire Chief.

**Authorization to Act under Direction of Rural Municipality Council**

5. The Fire Department, as directed by the Fire Chief, is hereby authorized to act, within or without the boundaries of the Rural Municipality, under the direction of the Council and/or Administrator of The Rural Municipality in the case of a declared emergency.

**Jointly Owned Equipment**

6. The Fire Chief shall consult with the heads of both Council's for approval of any major expenditure (capital, maintenance or repair) on jointly owned equipment.
7. Upon joint Council approval, expenditures to insure, maintain and repair equipment owned jointly by the Town and the Rural Municipality shall be split 50/50 between the municipalities.
8. Jointly owned equipment will be insured through the Town's insurance policy with the Rural Municipality listed as co-insured with a 50/50 split of insurance costs and proceeds.

**Single Owner Equipment**

9. Each municipality shall be solely responsible for all costs related to insurance, maintenance and repairs on equipment owned solely by their municipality.

**Remuneration of Volunteer Fire Fighters**

10. Remuneration rates for Fire Chief and fire fighters shall be set by consensus between the Fire Chief and fire fighters, Rural Municipal Council and Town Council and recorded by resolution in the Minutes of both municipalities.
11. The Fire Department shall bill the Town and the Rural Municipality for fire fighter remuneration on a call out basis. The Fire Department will be responsible for remitting this payment to the individual fire fighters.

**Responsibility for and Insurance, Adequate Equipment, Training**

12. The Town and the Rural Municipality shall share by 50/50 split the costs of life and disability insurance for the Fire Department members.
13. The Town and the Rural Municipality are jointly responsible for firefighter training and shall share by 50/50 split the costs of training including and not limited to remuneration for Fire Department meetings.
14. The Town and Rural Municipality are jointly responsible for ensuring that the Fire Department has such apparatus, equipment, clothing, personal protective equipment (PPE)

- and supplies as necessary to carry out its responsibilities in a safe and efficient manner for GENERAL operations, as approved in the annual budgets of the municipalities.
15. Each municipality is responsible for ensuring the safety of apparatus and equipment which is solely owned by that municipality and for any specific training necessary for use of such equipment.
  16. The Fire Chief as general manager of fire and emergency protection services shall regularly inform the municipal Councils of requirements for fire fighter training, equipment maintenance and replacement.

#### **Fire Hall**

17. The Rural Municipality agrees to provide the Fire Department with rental space in the "R. M of Ponass Lake No. 367 Fire Hall" to hold meetings and to house the Town of Rose Valley's fire truck and equipment for a rental rate set to be set by resolution of the Rural Municipality Council in consultation with the Town Council.

#### **Jurisdiction over Calls**

18. The Town is deemed to have jurisdiction over all calls occurring:
  - 18.1 within the municipal boundaries of the Town; and
  - 18.2 calls pursuant to section 2.6 (calls to which no other Fire Protection Agreement applies) in response outside the municipal boundaries of both the Town and the Rural Municipality at the Fire Chief's discretion using the Town's Fire Truck.
19. The Rural Municipality is deemed to have jurisdiction over all calls occurring:
  - 19.1 within the municipal boundaries of the Rural Municipality; and
  - 19.2 all calls pursuant to section 2.5 in response to a Fire or Emergency Protection Agreement the Rural Municipality has entered into; and
  - 19.3 calls pursuant to section 2.6 in response outside the municipal boundaries of both the Town and the Rural Municipality at the Fire Chief's discretion using the Rural Municipality's Fire Truck.

#### **No Cost for Use of Partner Municipality's Equipment**

20. The Rural Municipality will not levy a charge, to the Town or the service recipient, for use of Rural Municipality equipment within the municipal boundaries of the Town.
21. The Town will not levy a charge, to the Rural Municipality or the service recipient, for use of Town equipment as follows:
  - 21.1 within the municipal boundaries of the Rural Municipality; or
  - 21.2 pursuant to sections 2.5 (fulfilling responsibility under a Rural Municipality Fire Protection Agreement); or
  - 21.3 pursuant to section 2.6 (calls to which no other Fire Protection Agreement applies).

#### **Joint Indemnification**

22. The Rural Municipality of Ponass Lake # 367 hereby indemnifies and saves harmless the Town of Rose Valley, it's Council, employees and the Rose Valley & District Volunteer Fire Department and Rose Valley Volunteer Fire Fighters from and against all claims, liabilities and demands of any kind with respect to injury or death of any person, or damage to or loss or destruction of property, economic loss or infringement of rights by or arising directly or indirectly from actions or operations taken within or without the municipal boundaries of the Rural Municipality of Ponass Lake # 367 pursuant to this agreement.
23. The Town of Rose Valley hereby indemnifies and saves harmless the Rural Municipality of Ponass Lake # 367, it's Council and employees from and against all claims, liabilities and demands of any kind with respect to injury or death of any person, or damage to or loss or destruction of property, economic loss or infringement of rights by or arising directly or indirectly from actions or operations taken within or without the municipal boundaries of the Town of Rose Valley pursuant to this agreement.

#### **Termination**

24. This agreement may be terminated by either party by giving 30 days notice in writing.

Dated at the Town of Rose Valley this 9<sup>th</sup> day of December, 2014.


IN WITNESS WHEREOF the parties hereunto affixed their respective corporate seals  
attested to by the hands of their proper signing officers

Rural Municipality of Ponass Lake No. 367




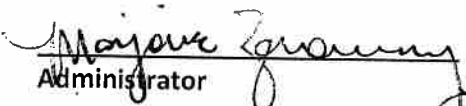
Town of Rose Valley



  
Reeve

  
Administrator

  
Mayor

  
Administrator