

RURAL MUNICIPALITY of EXCEL NO. 71

**BYLAW NO 13-2018
MUTUAL AID BYLAW**

**A BYLAW TO PROVIDE FOR THE ESTABLISHMENT OF A MUNICIPAL EMERGENCY
MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT**

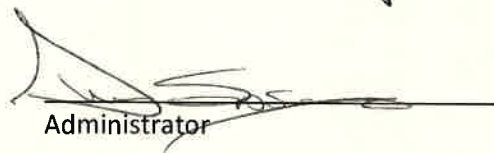
The Council of the Rural Municipality of Excel No. 71, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Excel No. 71 is hereby authorized to enter into an agreement with the Councils of:
R.M. of Willow Bunch No. 42
R.M. of Lake of The Rivers No. 72
R.M. of Stonehenge No.73
R.M. of Lake Johnston No. 102
R.M. of Sutton No. 103
Village of Limerick
2. The terms of this agreement are attached hereto and marked as Exhibit 'A'.
3. The Reeve and the Administrator of the Rural Municipality of Excel No.71 are hereby authorized to sign and execute the attached agreement, the terms of which are set out in Exhibit 'A' heretofore referred to.
5. This Bylaw shall come into force and take effect on the date of final passing thereof.
6. Bylaw No. 94-5 is hereby repealed.



Rural Municipality of Excel No. 71


Reeve


Administrator

Introduced and read a first time this 7th day of December, 2018.

Read a second time this 5th day of February, 2019.

Read a third and final time, this 5th day of February, 2019.

Adoption this 5th day of February, 2019.

EXHIBIT 'A' TO BYLAW NO. 13--2018

This Agreement made on the 5 day of February, 2019.

BETWEEN:

RURAL MUNICIPALITY OF WILLOW BUNCH NO. 42
RURAL MUNICIPALITY OF EXCEL NO. 71
RURAL MUNICIPALITY OF LAKE OF THE RIVERS NO. 72
RURAL MUNICIPALITY OF STONEHENGE NO. 73
RURAL MUNICIPALITY OF LAKE JOHNSTON NO.102
RURAL MUNICIPALITY OF SUTTON NO. 103
VILLAGE OF LIMERICK

The Municipalities Act and The Emergency Planning Act allow for a municipality to enter into an agreement with any other municipality for the purposes of providing:

- a) emergency services, and
- b) equipment and/or facilities.

Whereas the parties hereto wish to make arrangements with each other to provide mutual aid and assistance, as may be required to each other in the event of a major disaster as defined in this agreement.

Accordingly, the Parties agree as follows:

1. Mutual Assistance:

- a. For the purpose of this agreement "major disaster" means an event within the confines of one or more parties jurisdictions that requires the utilization of emergency services, exceeds its available resources and is in the nature of either:
 - i. a calamity caused by an accident or forces of nature; or
 - ii. a present or imminent situation or condition that requires prompt action to prevent or limit: the loss of life, harm or damage to the safety, health or welfare of the people; or damage to property or the environment.
- b. The parties agree to provide mutual assistance to each other within the boundaries of the municipalities privy to this agreement, with the extent of the aid and assistance given being at their discretion having regard for their own need for the resources at the time of the request (includes services, facilities and equipment under their control, as available)
- c. The said mutual assistance will be provided upon request in accordance with the terms of this agreement.
- d. The local authority or his/her designate shall make the request for mutual assistance. The request shall authorize the requested party to send resources to the incident, or to receive people into their community.
- e. Notwithstanding the above, the requested party may:
 - i. choose not to respond,
 - ii. divert to another emergency call in its jurisdiction; or
 - iii. withdraw to its jurisdiction; provided however in this event the requested party shall inform the requesting party before withdrawing.

2. Command

- a. Responsibility for managing response to the incident shall remain with the requesting municipality, who has designated an incident commander.
- b. The personnel and apparatus of the requested municipality shall remain under its own control as a unit, but shall provide its services pursuant to the direction of the incident commander.

3. Reporting

- a. Incident reporting to the appropriate provincial Ministry or to any other authorities shall be done by the requesting jurisdiction.

4. Exchange of Information

- a. The parties agree to make available to each other;
 - i. maps of its jurisdiction indicating the nearest and most suitable roads to enable responders to get to an emergency as quickly as possible together with locations of water supplies and access thereto,
 - ii. appropriate Operating Guidelines, as per your emergency plan
 - iii. communication protocol, and
 - iv. a list of resources that may be utilized in the event of an emergency including:
 - 1. equipment,
 - 2. manpower,
 - 3. telephone numbers of municipal officials
 - 4. key personnel names and contact information, and
 - 5. current custom ratepayer/mutual aid rates.
- b. In the event that there are amendments to the maps, operating guidelines, emergency plan, communication protocol, and/or key contact information, the parties agree to provide to all other parties the amended copies.

5. Indemnification

- a. Each of the parties agree to indemnify (and hold harmless) the other for any damage or claims of any nature due to any act done in good faith pursuant to this agreement. This will include, but not be limited to, all claims, losses, costs and expenses by reason of any injury to any person or damage to any property in any way arising from performance or non-performance under this agreement.

6. No Compensation

- a. The Assisting party will not be compensated for any claims, losses, costs and expenses by reason of any injury to any person or damage to any property/equipment in any way arising from performance or non-performance under this agreement.
- b. The assisting party(s) will be compensated if needed after eight (8) hours. The eight (8) hours begins at time of call out. The first eight (8) hours from every party is free of charge. After eight (8) hours the charge is as per each municipality's custom rate for ratepayers/mutual aid.

7. Term of Agreement

- a. This agreement shall come into effect April 1, 2019.
- b. Either party may terminate this agreement upon sixty (60) days written notice.

In witness whereof, the parties have affixed their respective corporate seals, attested by the hands of the respective signing officers duly authorized in that behalf.

R.M. of Lake of The Rivers No. 72

Signed this _____ day of _____, 2019.

(seal)

Reeve

Administrator

R.M. of Excel No. 71

Signed this _____ day of _____, 2019.

(seal)

Reeve

Administrator

In witness whereof, the parties have affixed their respective corporate seals, attested by the hands of the respective signing officers duly authorized in that behalf.

R.M. of Lake of The Rivers No. 72

Signed this 14th day of February, 2019.



[Signature]
Reeve

[Signature]
Administrator

R.M. of Excel No. 71

Signed this 7th day of April, 2019.



[Signature]
Reeve

[Signature]
Administrator

R.M. of Willow Bunch No. 42

Signed this 14th day of April, 2019.



[Signature]
Reeve

[Signature]
Administrator

R.M. of Stonehenge No. 73 Sutton No. 103

Signed this 16th day of April, 2019.

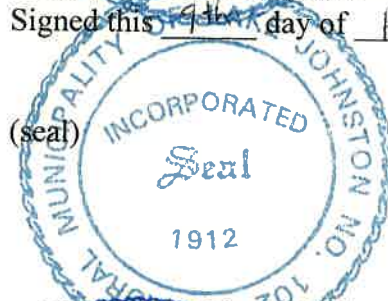


[Signature]
Reeve

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Administrator

R.M. of Lake Johnston No. 102

Signed this 9th day of APRIL, 2019.



[Signature]
Reeve

[Signature]
Administrator

R.M. of Sutton No. 103 Stonehenge No. 73

Signed this 8th day of February, 2019.



[Signature]
Reeve

[Signature]
Administrator

Village of Limerick

Signed this 14th day of February, 2019.



[Signature]
Mayor

[Signature]
Administrator