

RURAL MUNICIPALITY OF ROSEDALE NO. 283

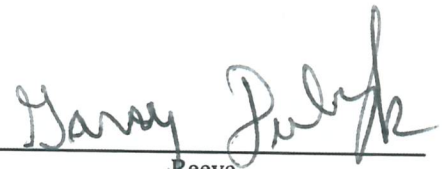
BYLAW NO. 04/2016

A BYLAW TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF REGIONAL MUTUAL AID

The Council of the Rural Municipality of Rosedale No. 283, in the Province of Saskatchewan enacts as follows:


1. This bylaw shall be referred to as the "Agreement For the Provision of Regional Mutual Aid" Bylaw.
2. The RM of Rosedale No. 283 is hereby authorized to enter into an agreement to establish a Regional Mutual Aid Area as referred to as Schedule "A" as attached hereto to form part of this bylaw.
3. The Reeve and Administrator are hereby authorized to sign the memorandum of agreement Schedule "A" of this Bylaw.
4. This bylaw shall come into force and take effect on the final passing thereof.





Reeve


Acting Administrator

Read a third time and adopted
this 18 day of March, 2016


Acting Administrator



Certified a true copy of Bylaw No. 04/2016
adopted by resolution of the council of the
Rural Municipality of Rosedale No. 283 on
the 18 day of January, 2016

Administrator

SCHEDULE "A" TO BYLAW NO. 4/2016
REGIONAL EMERGENCY MUTUAL AID AGREEMENT

MEMORANDUM OF AGREEMENT made this 18 ^{March} day of 2016.

BETWEEN:

Town of Hanley
Village of Kenaston
R.M. of Rosedale No. 283
R.M. of Lost River No. 313
Town of Dundurn
R.M. of Dundurn No. 314
R.M. of Blucher No. 343
Resort Village of Shields
Resort Village of Thode
Village of Bradwell
Town of Allan
Village of Clavet
Whitecap Dakota First Nations

MUTUAL AID AGREEMENT

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 facilities.

The parties to this agreement wish to provide mutual assistance 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 purposes 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:
 - (1) accident,
 - (2) act of war or insurrection,
 - (3) terrorist activity as defined in the Criminal Code, or
 - (4) forces of nature; or
 - ii) a present or imminent situation or condition that requires prompt action to prevent or limit:
 - (1) the loss of life,
 - (2) harm or damage to the safety, health or welfare of people, or
 - (3) damage to property or the environment.
- b) The parties agree to provide mutual assistance to the other, within the boundaries of their municipality, for 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 own 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.
- 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 provide the other with:
 - 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,
 - iii) communication protocol,
 - iv) a copy of the municipality's Emergency Plan, and
 - v) 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, and
 - (4) key personnel names and contact information.
- 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

Each of the parties agree to indemnify 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.

6) Compensation

- a) Each of the parties agree to provide compensation to the responding party based on the following:
 - i) manpower shall be compensated at the current rate of pay as per the individual Collective Bargaining Agreements for in-scope employees and/or the pay scale approved by Council for out-of-scope employees, plus 20% on the regular rate of pay to cover benefits,
 - ii) equipment shall be compensated at the rental rates listed in the most current edition of "Farm Machinery Custom and Rental Rate Guide" published by Saskatchewan Ministry of Agriculture or calculated using Appendix C in that Guide,
 - iii) equipment not listed in the above Guide shall be compensated at the current charge out rate for the particular piece of equipment, and
 - iv) expendable materials shall be compensated based on replacement cost at the time of use.
- b) In addition to the payment for services as set out above, the requesting party agrees to compensate the requested party for any non-negligent damages to equipment or clothing that is damaged while providing said services.
- c) Each responding party that responds to a request for an emergency response shall provide a statement of account to the requesting party detailing the amounts provided for by Article 6)a. The Account shall be paid within 30 days of receipt of the statement of account.
- d) An account that is not paid in accordance with Article 6)c shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three percent (3) per annum from the date the services and equipment were provided until the account is paid.
- e) The requesting party shall, within ninety (90) days of the conclusion of the emergency, provide a complete statement of account for the entire incident to all responding parties.

7) Term of Agreement

- a) This agreement shall come into effect _____, 2016, and shall continue until December 31, 2021.
- b) Either party may terminate this agreement upon sixty days written notice.
- c) In the event of an ongoing emergency or disaster which continues past the expiration date of this agreement, this agreement may be extended by the Mayor(s) and/or Reeve(s) until the conclusion of the emergency event.

8) Counterpart Signatures

- a) This agreement may be executed in one or more counterparts, all of which together shall constitute one agreement, and each of which separately shall constitute an original document. Facsimile or electronic transmission of a signed original of this agreement, and retransmission of any facsimile or electronic transmission shall be the same as delivery of the original.
- b) In the event of an amendment to this agreement, it may be executed in one or more counterparts as stated in Section 8 a.

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.

WITNESS THEREOF:

The member municipalities herewith affix their corporate seal, attested by the signing officers on their behalf.

The Rural Municipality of Dundurn No. 314



Reeve




Administrator



The Town of Dundurn



Mayor



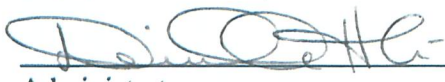
Administrator



The Rural Municipality of Rosedale No. 283



Reeve



Administrator
Acting



The Town of Hanley



Mayor

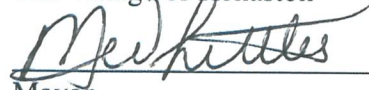


Administrator



SEAL

The Village of Kenaston



Mayor




Administrator



SEAL

The Rural Municipality of Lost River No. 313



Reeve

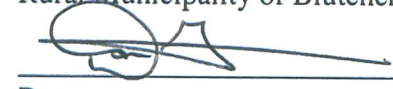


Administrator




SEAL

Rural Municipality of Blucher No. 343



Reeve



Administrator



The Village of Bradwell

Ken Meets

Mayor

[Signature]

Administrator



Resort Village of Thode

[Signature]

Mayor

Williams

Administrator



Resort Village of Shields

[Signature]

Mayor

Williams

Administrator



Town of Allan

Robert Vogelgunz

Mayor

Christine Dyer

Administrator

SEAL

Village of Clavet

Blair Bentley

Mayor

Beverly J. Donell

Administrator



Whitecap Dakota First Nations

Council

Administrator

SEAL