

BYLAW NO. 5-2018

RURAL MUNICIPALITY OF DUFFERIN #190

**A BYLAW OF THE RURAL MUNICIPALITY OF DUFFERIN NO. 190
AUTHORIZING COUNCIL TO ENTER INTO AN AGREEMENT FOR
THE
ESTABLISHMENT OF A MUTUAL AID AREA**

WHEREAS; provision is made in sec. 42 of *The Municipalities Act*, 2006, enabling Council to enter into agreements with other municipalities for the furnishing of fire-fighting services and fire-fighting equipment beyond urban boundaries, on any terms that may be agreed on; and

WHEREAS; the Council of the Rural Municipality of Dufferin No. 190 deems it expedient to enter into an agreement for the purpose of establishing a Municipal Mutual Aid Area, to pool resources if participating municipalities and improve their emergency response capabilities;

NOW THEREFORE; the Council of the Rural Municipality of Dufferin No. 190 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Dufferin No. 190 is hereby authorized to enter into an agreement with the councils of:

- 1) **The Town of Craik and**
- 2) **The Rural Municipality of Craik #222**

The terms of which are attached hereto and marked as Exhibit "A".

2. The Reeve and Administrator of the Rural Municipality of Dufferin No. 190, are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.
3. This bylaw shall come into force and take effect on the final passing thereof.

READ A FIRST TIME this 9th day of January, 2019.

READ A SECOND TIME this 9th day of January, 2019.

READ A THIRD TIME UPON THE UNANIMOUS CONSENT OF THE COUNCIL this 9th day of January, 2019.

(seal)

Reeve

Administrator

Certified a true copy of the original bylaw passed by the unanimous consent of the Council present at their regular meeting held on the 9th day of January 2019.

Administrator

*THIS AGREEMENT MADE IN DUPLICATE THIS 9TH DAY OF JANUARY 2019
BETWEEN:*

*THE TOWN OF CRAIK
HEREINAFTER REFERRED TO AS "CRAIK"*

AND:

*THE RURAL MUNICIPALITY OF CRAIK 222
HEREINAFTER REFERRED TO AS "RM OF CRAIK"*

AND:

*THE RURAL MUNICIPALITY OF DUFFERIN 190
HEREINAFTER REFERRED TO AS "RM OF DUFFERIN"*

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:
 - accident,
 - act of war or insurrection,
 - terrorist activity as defined in the Criminal Code, 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 people, or
 - 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 make available to the other at the time of an incident:

- 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) 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

a) 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 agrees 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% of 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 January 1, 2019 and shall continue until either party provides notice of termination.

b) Either party may terminate this agreement upon sixty days written notice.

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) The Village of Bethune agrees to be the central repository of an original signed copy of these agreements and to make it available electronically to all signees.

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.

Dated this 9TH DAY of January, 2019.

RM of Dufferin #190

Reeve

Administrator