

BYLAW 2018-01

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT
FOR THE ESTABLISHMENT OF A MUTUAL AID AREA
EMERGENCY MEASURES ORGANIZATION.**

The Council of the Rural Municipality of Cymri No. 36, in the Province of Saskatchewan enacts
as follows:

1. The R. M. of Cymri No. 36 is hereby authorized to enter into an Agreement with the Councils of :
 - City of Estevan
 - R. M. of Estevan No. 5
 - R. M. of Coalfields No. 4
 - R. M. of Cambria No. 6
 - R. M. of Souris Valley No. 7
 - R. M. of Browning No. 34
 - R. M. of Benson No. 35
 - Town of Bienfait
 - Town of Lampman
 - Town of Midale
 - Village of Torquay
 - Village of North Portal
 - Village of Roche Percee
 - Village of Macoun
2. The Deputy Reeve and the Administrator of the R. M. of Cymri No. 36 are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" herebefore referred to.
3. This Bylaw shall come into force and take effect on the final passing thereof.

Reeve

Administrator



Certified a true copy of Bylaw No. 2018-01
adopted by resolution of the council present at the
meeting on the 8th day of March, 2018.

Administrator

BYLAW #2017-1992**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID AREA EMERGENCY MEASURES ORGANIZATION.**

The Council of the City of Estevan, in the Province of Saskatchewan, enacts as follows:

1. The City of Estevan is hereby authorized to enter into an Agreement with the Councils of:
 - R. M. of Estevan No. 5
 - R. M. of Coalfields No. 4
 - R. M. of Cambria No. 6
 - R. M. of Souris Valley No. 7
 - R. M. of Browning No. 34
 - R. M. of Benson No. 35
 - R.M. of Cymri No. 36
 - Town of Bienfait
 - Town of Lampman
 - Town of Midale
 - Village of Torquay
 - Village of North Portal
 - Village of Roche Percee
 - Village of Macoun

the terms of which are attached hereto and marked Exhibit "A".
2. The Mayor and Clerk of the City of Estevan are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" herebefore referred to.
3. This Bylaw shall come into force and take effect on the final passing thereof.
4. Bylaw 1988-1235 is hereby repealed

CITY OF ESTEVAN

 MAYOR

 CITY CLERK



READ a first time this 4th day of December, 2017.

READ a second time this 18th day of December, 2017

READ a third and final time, approved, and adopted for use by the City of Estevan this
 Estevan this 18th day of December, 2017.

Exhibit "A"**Between:**

City of Estevan
R. M. of Estevan No. 5
R. M. of Coalfields No. 4
R. M. of Cambria No. 6
R. M. of Souris Valley No. 7
R. M. of Browning No. 34
R. M. of Benson No. 35
R.M. of Cymri No. 36
Town of Bienfait
Town of Lampman
Town of Midale
Village of Torquay
Village of North Portal
Village of Roche Percee
Village of Macoun

This Agreement witnesseth as follows:

1. That the parties to this agreement form a Mutual Aid Area.
2. That each party to the agreement will assist any other party to the agreement in the event of a disaster. The parties of this agreement mutually acknowledge that each may not in all cases will be able to respond with sufficient resources.
3. That the City of Estevan be recognized as the Emergency Response Center.
4. That the objectives of the Mutual Aid Area are as follows:
 - (a) To provide a unified, effective organization involving neighboring communities to lend reciprocal assistance, expertise, and equipment in a declared disaster or needed situation;
 - (b) To provide an effective program of communications involving modern equipment and training in the event of a disaster;
 - (c) To meet and prepare an up-to-date list of available resources in each community inclusive of equipment and manpower services;
 - (d) To meet and prepare an up-to-date contact list with alternates in each community;
 - (e) To prepare the necessary documentation to be submitted to the responsible bodies in the attainment of material, funds, or consultative services for the betterment of the program;

- (f) To meet on a yearly basis to review and update the Mutual Aid Agreement;
 - (g) Assisting Party shall charge fees for the provision of Fire Services, in accordance with the charges established by agreement, and each of the participating Municipalities may be different. To charge for all equipment borrowed as per the current Saskatchewan Heavy Construction Association Rate Guide Book; and Collective Agreement CUPE Local 726
 - (h) To acknowledge that the City of Estevan Evacuation Centers include: Affinity Place, Estevan Comprehensive School, St. Paul's United Church and the Church of God; and that the City of Estevan will provide an Evacuation Centre for a community in need due to a disaster or needed situation; at a facility costs as set out in the Mutual Aid Rate Guide;
 - (i) To use school buses to transport evacuees to the Evacuation Centre in the City of Estevan at a cost as set out in the Mutual Aid Rate Guide;
 - (j) To require a written request to be made to the City of Estevan requesting EMO Coordinator's assistance for a community in need due to a disaster or needed situation at a cost for the EMO Coordinator as set out in the Mutual Aid Rate Guide.
5. In the event a community requires assistance (resources – i.e. equipment, sandbags, people) due to a disaster, the EMO Coordinator of the affected community will request assistance to another community EMO Coordinator in the form of a telephone call, text message, or email. In the absence of the EMO Coordinator, an alternate such as Incident Command (Police, Fire or Mayor) can make the request for assistance. The Mutual Aid request must be approved by an elected official before the disaster response is initiated.
- Once the emergency response is completed; and there is no risk to the health and safety of the public, a follow-up written request will be made to the community for their records.
6. That, without limiting the general activities of the Mutual Aid Area, the following projects receive priority:
- (a) To implement a more effective and current area communications system;
 - (b) To develop and utilize Emergency Response Training Centers;
 - (c) To prepare and update the various resource manuals;
 - (d) To secure modern Emergency Response Unit (s) and Equipment;
 - (e) To develop and implement Planning and Publicity projects.
7. That this Agreement shall be continuous; however, any party to the Agreement may withdraw from the Agreement by giving each other party to the Agreement (60) days' notice of each withdrawal.

8. Indemnification

The Parties expressly covenant and agree that the requesting party shall in respect of third party claims of any nature arising from the provision of Fire Services by the Assisting Party under this agreement, indemnify and hold harmless and keep indemnified and held harmless the Assisting party from against all loss costs, claims expense, demands, claims, actions and causes of action asserted any third parties and in any way arising from performance or non-performance under this agreement by the Assisting Party. The within covenants of indemnity shall survive the termination of this Agreement with respect to any cause of action arising during the currency hereof.

Agreement made by the following parties:

City of Estevan

[Redacted Signature]
Roy Ludwig, Mayor
[Redacted Signature]
Judy Pilloud, City Clerk



R. M. of Estevan No. 5

[Redacted Signature]
Reeve
[Redacted Signature]
Administrator



R. M. of Coalfields No. 4

[Redacted Signature]
Reeve
[Redacted Signature]
Administrator



R. M. of Cambria No. 6

[Redacted Signature]
Reeve
[Redacted Signature]
Administrator

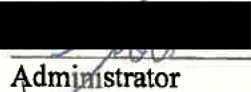
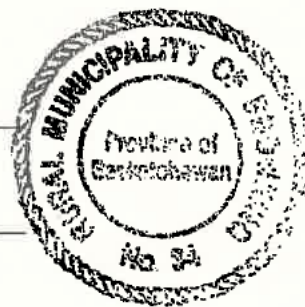


R. M. of Souris Valley No. 7

[Redacted Signature]
Reeve
[Redacted Signature]
Administrator

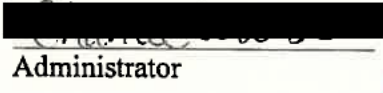
R. M. of Browning No. 34


 Reeve


 Administrator


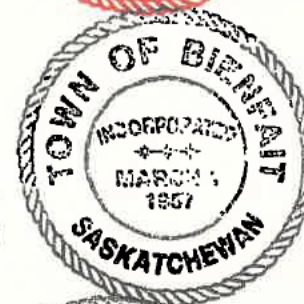
R. M. of Benson No. 35


 Reeve


 Administrator


R.M. of Cymri No. 36


 Reeve


 Administrator


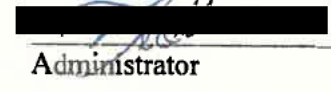
Town of Bienfait


 Mayor

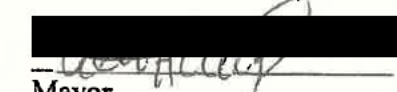

 Administrator

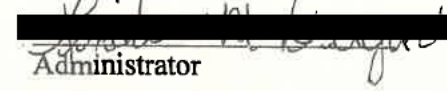

Town of Lampman


 Mayor


 Administrator

Town of Midale


 Mayor


 Administrator

Village of Torquay


 Mayor


 Administrator


Village of North Portal

[Redacted Signature]

Mayor

[Redacted Signature]

Administrator

Village of Roche Percee

[Redacted Signature]

Mayor

[Redacted Signature]

Administrator

Village of Macoun

[Redacted Signature]

Mayor

[Redacted Signature]

Administrator

