

RURAL MUNICIPALITY OF WAWKEN NO. 93
BYLAW NO. 7/2017

A BYLAW OF THE RURAL MUNICIPALITY OF WAWKEN NO. 93
AUTHORIZING COUNCIL TO ENTER INTO AN AGREEMENT
FOR THE ESTABLISHMENT OF A MUTUAL AID AREA

The Council of the Rural Municipality of Wawken No. 93 in the Province of Saskatchewan, enacts as follows:

1. "The Emergency Planning Act" Section 11 enables Council to enter into agreements with other municipalities for the purpose of establishing a mutual aid area beyond the Rural Municipality of Wawken No. 93 boundaries, on any terms that may be agreed on; and
2. The Council of the Rural Municipality of Wawken No. 93 deems it expedient to enter into an agreement for the purpose of establishing a Municipal Mutual Aid Area, to pool the resources of participating municipalities and improve their emergency response capabilities; and
3. That the Rural Municipality of Wawken No. 93 is hereby authorized to enter into an agreement with the Councils of:

Town of Redvers,
Town of Carlyle,
Town of Wawota,
Village of Alida,
Village of Manor,
Village of Maryfield,
Village of Storthoaks,
Rural Municipality of Storthoaks No. 31,
Rural Municipality of Reciprocity No. 32,
Rural Municipality of Antler No. 61,
Rural Municipality of Moose Mountain No. 63,
Rural Municipality of Maryfield No. 91,
Rural Municipality of Walpole No. 92,
Rural Municipality of Wawken No. 93

The terms of which are attached hereto and marked Exhibit "A" for the purpose of the formation of a mutual aid area emergency measures organization,
Southeast Mutual Aid Area Emergency Measures Organization.

4. The Reeve and the Administrator of the Rural Municipality of Wawken No. 93 are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A".
5. This bylaw shall come into force and take effect from and after the final passing thereof.



Read a Third time and Adopted
This 13th day of April 2017.

Linda Klimm
Administrator

Rural Municipality of Wawken No. 93

Daum Berry
Reeve

Linda Klimm
Administrator

Certified a True Copy of the original bylaw passed
by resolution of Council on the 13th day of April 2017.

Linda Klimm
Administrator



Exhibit "A" – Municipal Mutual Aid Agreement

MEMORANDUM OF AGREEMENT made this 20th day of June, 2017 A.D.

BETWEEN:

Town of Redvers,
Town of Carlyle,
Town of Wawota,
Village of Alida,
Village of Manor,
Village of Maryfield,
Village of Storthoaks,
Rural Municipality of Storthoaks No. 31,
Rural Municipality of Reciprocity No. 32,
Rural Municipality of Antler No. 61,
Rural Municipality of Moose Mountain No. 63,
Rural Municipality of Maryfield No. 91,
Rural Municipality of Walpole No. 92,
Rural Municipality of Wawken No. 93

1.0 WHEREAS:

- 1.1 The municipalities above mentioned deem it expedient to enter into an agreement for the purpose of exercising the power conferred upon them by Section 11 of "*The Emergency Planning Act*", to establish a Mutual Aid Area, to pool the resources of participating municipalities, improve their emergency response capabilities and develop a protocol to deal with emergencies or disasters occurring within the said municipalities; and
- 1.2 The municipalities to this agreement mutually acknowledge that each may not in all cases be able to respond with sufficient resources to calls for Fire Services within their jurisdictions, and the Councils of fire departments, deem it expedient and in the public interest to provide aid, each to the other, in such circumstances; and
- 1.3 The parties to this agreement intend to establish an organization of the type contemplated in Section 11 of the said "*Emergency Planning Act*":

2.0 TERMS OF AGREEMENT:

- 2.1 The parties agree to joint action for emergency preparedness through formation of a Mutual Aid Area. It shall be known as the **Southeast Mutual Aid Emergency Measures Organization**.
- 2.2 The parties agree to the establishment of the **Southeast Mutual Aid Committee**. This committee shall consist of one representative from each member municipality. The representative shall be appointed by Resolution of the respective Council.
- 2.3 The parties agree that the Southeast Mutual Aid Committee will appoint a Chairman.
- 2.4 That the objectives of the Southeast Mutual Aid Committee 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 that requires assistance of neighboring Fire Departments, **at no charge** to the Municipality.

- 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 prepare the necessary documentation to be submitted to the responsible bodies in the attainment of material, funding, or consultative services for the betterment of the program.

3.0 FIRE AND RESCUE SERVICES MUTUAL AID

- 3.1 Each Party hereto may request Fire and Rescue Services from the other Party and such services, if given, shall be requested and extended in accordance with and subject to the terms and conditions set forth in this agreement.
- 3.2 Fire and Rescue Services may be requested either where the Requesting Party is unable to respond to a call from within its jurisdiction or is unable to respond with personnel or equipment adequate, in the opinion of the Requesting Party, to address the emergency.
- 3.3 The following parties operate fire Departments and supply thereby certain fire suppression services to their respective population:

Redvers Volunteer Fire Department	Town of Redvers RM of Antler No. 61
WWW Fire Protection District	Town of Wawota RM of Walpole No. 92 RM of Wawken No. 93
Alida Fire Department	Village of Alida RM of Reciprocity No. 32
Manor Fire Department	Village of Manor RM of Moose Mountain No. 63
Maryfield Fire Department	Village of Maryfield RM of Maryfield No. 91
Carlyle & RM #63 Fire Protection	Town of Carlyle RM of Moose Mountain No. 63
Storchoaks Fire Department	Village of Storchoaks RM of Storchoaks No. 31
- 3.4 The Chief Officer of the Requesting Party will be in command unless command is transferred to the Assisting Party at the scene of the emergency. In the event the Assisting Party is the only party at the scene of the emergency, then the Assisting Party will assume command.

4.0 ASSISTANCE DISCRETIONARY

- 4.1 The parties acknowledge that each has a primary obligation to provide Fire and Rescue Services within the boundaries of its own municipality, and that the provision of aid to the Requesting Party may not be advisable, on a call by call basis, having regard for aid, the distances involved, and the existence or apprehension of emergencies or potential emergencies within the Assisting Party's municipality.

Accordingly, the Fire Chief or acting Fire Chief of a Party receiving a request for assistance shall have the sole and unrestricted discretion to decline to authorize Fire and Rescue Services to a Requesting Party and may exercise such discretion without stating reasons. Further, the Assisting Party may divert personnel and equipment to another scene notwithstanding a response in aid of the Requesting Party or may withdraw from a scene, whether or not the Assisting Party is in command thereof, if in the sole discretion of the Fire Chief or acting Fire Chief of the Assisting Party another alarm, emergency or location should be afforded a higher priority, and may exercise such discretion without stating reasons.

5.0 INSURANCE

- 5.1 The parties each covenant and agree that they shall carry property insurance covering their respective equipment and comprehensive general liability insurance to commercially reasonable limits.

6.0 MUTUAL RELEASES

- 6.1 Each Party agrees to remise and release the other Party in respect of damage to or loss of property and in respect of personal injury (including death) occurring in the course of requesting or providing assistance under this agreement, and each expressly waives any cause of action in respect of such loss or injury as against the other Party, howsoever arising.

7.0 TERMINATION OF AGREEMENT

- 7.1 That this agreement shall be continuous; however, any party may terminate this agreement by giving written notice to each other party to the agreement sixty (60) days' notice of such withdraw.

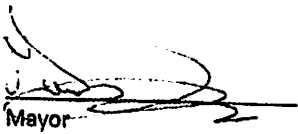
8.0 EFFECTIVE DATE

- 8.1 The effective date shall be the date upon which the last Party executes these presents, following ratification hereof, by bylaw, by the Councils of the participating municipalities.

IN WITNESS WHEREOF the member municipalities have hereunto caused their seals to be affixed attested by the hands of their proper officers.

SIGNED AND SEALED on behalf of the Town of Redvers at a meeting of the Council held on
4th day of February, 20 17.

Town of Redvers:


Mayor


Chief Administrative Officer

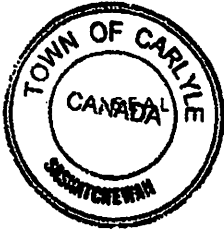


SIGNED AND SEALED on behalf of the Town of Carlyle at a meeting of the Council held on the 19 day of April, 2017.

Town of Carlyle:

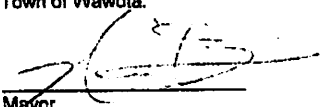
Wayne M. Lutz
Mayor

Shirley P. Lutz
Chief Administrative Officer

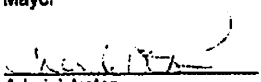


SIGNED AND SEALED on behalf of the Town of Wawota at a meeting of the Council
held on 19th day of April, 2017

Town of Wawota:



Mayor

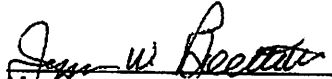


Administrator



SIGNED AND SEALED on behalf of the Village of Alida at a meeting of the Council
held on 14 day of FEBRUARY, 20 17

Village of Alida:


Mayor


Administrator

(SEAL)

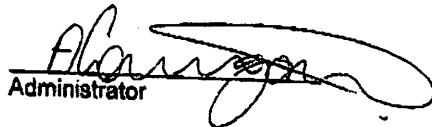


SIGNED AND SEALED on behalf of the Village of Manor at a meeting of the Council
held on 16 day of February, 2017

Village of Manor:

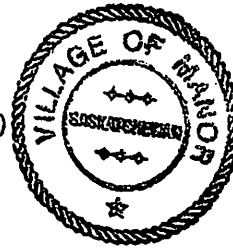


Mayor



Administrator

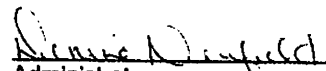
(SEAL)



SIGNED AND SEALED on behalf of the Village of Maryfield at a meeting of the Council
held on 16th day of February, 2017

Village of Maryfield:


Mayor


Administrator



SIGNED AND SEALED on behalf of the Village of Storthoaks at a meeting of the
Council held on 20th day of June, 2017

Village of Storthoaks:

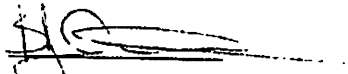
Syd Chicoine
Mayor

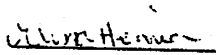
Wanda Duchard
Administrator

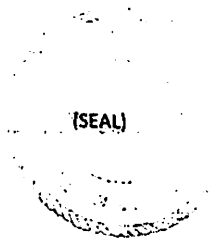


SIGNED AND SEALED on behalf of the Rural Municipality of Storthoaks No. 31 at a
meeting of the Council held on 19th day of June, 2017

Rural Municipality of Storthoaks No. 31


Reeve


Administrator



SIGNED AND SEALED on behalf of the Rural Municipality of Reciprocity No. 32 at a meeting of the Council held on 17th day of January, 2017.

Rural Municipality of Reciprocity No. 32:

[Signature]
Reeve

[Signature]
Administrator

(SEAL)

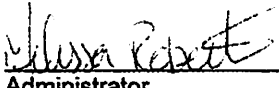


SIGNED AND SEALED on behalf of the Rural Municipality of Antler No. 61 at a meeting of the Council held on 10th day of January, 2017

Rural Municipality of Antler No. 61:



Reeve

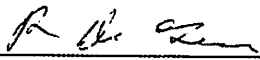


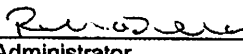
Administrator

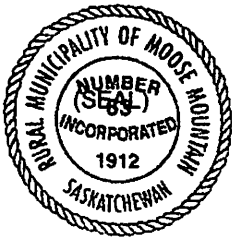


SIGNED AND SEALED on behalf of the Rural Municipality of Moose Mountain No. 63
at a meeting of the Council held on 13th day of April, 2017

Rural Municipality of Moose Mountain No. 63:


Reeve


Administrator



SIGNED AND SEALED on behalf of the Rural Municipality of Maryfield No. 91 at a meeting of the Council held on 9th day of February, 2017

Rural Municipality of Maryfield No. 91:

[Signature]
Reeve

[Signature]
Administrator



Rural Municipality of Walpole No. 92:


Reeve


Administrator

(SEAL)

SIGNED AND SEALED on behalf of the Rural Municipality of Wawken No. 93 at a meeting of the Council held on 13th day of April, 2017

Rural Municipality of Wawken No. 93:

David Cam
Reeve

Linda Klemm
Administrator



SIGNED AND SEALED on behalf of the Rural Municipality of Wawken No. 93 at a meeting of the Council held on 13th day of April, 2017

Rural Municipality of Wawken No. 93:

Daun Cam
Reeve

Linda Klein
Administrator

