

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2015-08


A BYLAW TO PROVIDE FOR ENTERING INTO A MUTUAL AID AGREEMENT

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into A Mutual Aid Agreement, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. Bylaw 2014-10 is hereby repealed.

Read a third time and adopted
this 21st day of May, 2015




Reeve


Administrator

Certified a true copy of Bylaw No. 2015-08


Reeve


Administrator

Mutual Aid Agreement

THIS AGREEMENT, consisting of thirteen copies,
effective as of the 27th day of April in the year 2015.

BETWEEN:

Town of St Walburg , and
Town of Turtleford , and
Village of Paradise Hill , and
Village of Mervin , and
Village of Loon Lake , and
Village of Meota , and
R.M. of Loon Lake No. 561 , and
R.M. of Turtle River No. 469 , and
R.M. Frenchman Butte No. 501 , and
R.M of Mervin No.499 , and
Resort Village of Kivimaa- Moonlight Bay , and
Brightsand Lake Regional Park Authority , and
R.M. of Britannia No. 502

Whereas the parties to this agreement deem it expedient to establish a mutual aid area to pool their resources in order to improve their emergency response capabilities.

THIS AGREEMENT WITNESSES AS FOLLOWS:

1. That the parties to this Agreement form a Mutual Aid Area (the "MAA") pursuant to section 11 of *The Emergency Planning Act*, S.S. 1989-90, c. E-8.1 (the "EPA").
2. That the objectives of the MAA are as follows:
 - a) to establish a unified, effective organization involving neighboring communities to lend reciprocal assistance, expertise, equipment and manpower services in the event any of the parties declares a local emergency pursuant to the EPA or when any party requests assistance from any of the other parties or requests assistance from the MAA;
 - b) to provide effective communications to ensure a coordinated response to any emergency within the MAA; and
 - c) to acquire and maintain a current list of resources owned by each party in order to improve the MAA's emergency response capabilities.
3. That each party shall:
 - a. establish a local emergency measures organization;
 - b. appoint a person as a local emergency measures coordinator; and
 - c. establish a local emergency planning committee composed of:
 - i. the emergency measures coordinator; and
 - ii. any other persons the party considers necessary.

4. That each party shall establish a local emergency plan governing:
 - a. the provision of necessary services during an emergency; and
 - b. the procedures under, and the manner in which, persons will respond to an emergency.
5. That, notwithstanding the formation of the MAA, each party shall at all times be responsible for the direction and control of the emergency response within that party's jurisdiction.
6. That, subject to availability of equipment and personnel, any party may, if requested by any other party, provide assistance to that other party in the event of an emergent situation, disaster, or request for assistance.
7. That the coordination of the MAA shall be done by a mutual aid committee (the "MAC"). Each of the parties shall appoint two council members to be their representatives on the MAC. In the case of the Brightsand Regional Park Authority, its representatives shall be the R.M. of Mervin Council member designated to the Park Authority's Board and one other Board Member.
8. That the MAC shall annually:
 - a. appoint, from the members of the MAC, one person to act as Chairperson;
 - b. appoint, from the members of the MAC, one person to act as Vice-Chairperson;
 - c. appoint, from the members of the MAC, a recording secretary/treasurer for the purpose of recording minutes and circulating correspondence and managing finances;
 - d. Appoint a Mutual Aid Area Coordinator(s) and an alternate who will act when the Mutual Aid Area Coordinator(s) is (are) unavailable.
9. That a decision of the MAC shall require at least 51% (of the voting membership in attendance) affirmative votes of the members of the MAC and that, notwithstanding there being two representatives designated by each party, the two representatives of each party shall only have one vote collectively.
10. That each party to this Agreement shall pay an annual membership fee, with payment due by February 28th each year. This membership fee will be established, by resolution, at the MAC's first meeting of the year.
11. That the membership fee be used by the MAC to help defray the expenses incurred for training, facility rentals, employing a coordinator(s) and print materials.
12. That the failure of any party to pay the membership fee could result in a loss of membership at the discretion of the other parties which have paid their membership fees.

13. 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 written notice of such withdrawal.

In witness thereof, the **Town of St. Walburg** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

Town of St Walburg

Mayor

Date _____ Seal

Administrator

In witness thereof, the **Town of Turtleford** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

Town of Turtleford

Mayor

Date _____ Seal

Administrator

In witness thereof, the **Village of Paradise Hill** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

Village of Paradise Hill

Mayor

Date _____ Seal

Administrator

In witness thereof, the **Village of Mervin** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

Village of Mervin

Mayor

Date _____ Seal

Administrator /Clerk

In witness thereof, the **Village of Loon Lake** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

Village of Loon Lake

Mayor

Date _____ Seal

Administrator/Clerk

In witness thereof, the **Village of Meota** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

Village of Meota

Mayor

Date _____ Seal

Administrator/Clerk

In witness thereof, the **R.M. of Loon Lake No. 561** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

R.M. of Loon Lake No. 561

Reeve

Date _____ Seal

Administrator

In witness thereof, the **R.M. of Turtle River No. 469** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of _____, 2015.

R.M. of Turtle River No. 469

Reeve

Date _____ Seal

Administrator

In witness thereof, the **R.M. of Frenchman Butte No. 501** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of _____, 2015.

R.M. of Frenchman Butte No. 501

Reeve

Date _____ Seal

Administrator

In witness thereof, the **R.M. of Mervin No. 499** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

R.M. of Mervin No.499

Reeve

Date _____ Seal

Administrator

In witness thereof, the **Resort Village of Kivimaa-Moonlight Bay** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

Resort Village of Kivimaa-Moonlight Bay

Mayor

Date _____ Seal

Administrator /Clerk

In witness thereof, the **Brightsand Lake Regional Park Authority** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, 2015.

Brightsand Lake Regional Park Authority

Chairman

Date _____ Seal

Administrator

In witness thereof, the **R.M. of Britannia No. 502** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of _____, 2015.

R.M. of Britannia No. 502

Reeve

Administrator

Date _____ Seal