

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2024-03

**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 Bylaw 2015-08 is hereby repealed.

Read a third time and adopted
this 13th day of February, 2024




Reeve


Acting Administrator

Mutual Aid Agreement

THIS AGREEMENT, consisting of eight copies,
effective as of the 29 day of Nov in the year 2023

BETWEEN:

Town of Turtleford , and
Resort Village of TurtleView , and
R.M. of 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
Sandy Beach Regional Park Authority , and
R.M. of Britannia No. 502

Definitions:

EPA – Emergency Planning Act E8.1

MAA – Mutual Aid Area

MAC – Mutual Aid Committee

Chairperson – chairperson to preside over board meeting, sign all meeting minutes, policies, and securities of committee.

Secretary/Treasurer – person appointed by committee to keep documents safely and accurately record meeting minutes, circulating correspondence and managing finances;

Vice Chairperson – to act as chair if chair is unavailable.

Coordinator – person appointed by the committee. Available in the event of a mutual aid request, request/review resources. Organize training, attend SEPA conference, budget for training, prepare list presenters for meetings.

SPSA – Saskatchewan Public Safety Agency

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) amended 2022
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 of the other parties or requests assistance from the MAA;

- b. To provide effective communications to ensure a coordinated response to any emergency with 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 February 28th each year. This membership fee will be established, by resolution, at the MAC's first meeting of the year. Fees as per schedule A
- 11. That the membership fee be used by the MAC to help defray the expenses incurred for training, facility rentals, employing a coordinator(s), secretary/treasurer, and print materials.

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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. This Mutual Aid Agreement is separate from any existing Fire Mutual Aid Agreements and does not void, negate or replace any such agreements.
14. 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 from the date on the letter. When a municipality provides such notice, the municipality forfeits any claim to assets of the committee or to any fees already paid to the committee. Should the NWMAA membership dissolve, any monies left in the account will be divided amongst the paid membership.

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 the 16th day of May, 2023.

Town of Turtleford



Mayor



Administrator

Date: July 4, 2023 Seal



In witness thereof, the Resort Village of TurtleView has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 19th day of July, 2023.

Resort Village of TurtleView



Mayor



Administrator

Date: July 20, 2023 Seal



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 the 25 day of Oct, 2023.

R.M. of Frenchman Butte No. 501


Mayor/Reeve


Administrator

Date: Oct 25/23 Seal



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 the 27 day of June, 2023.

R.M. of Mervin No. 499


Mayor/Reeve


Administrator

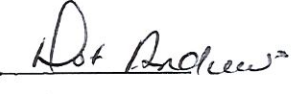
Date: June 27, 2023 Seal



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 the 21 day of Aug, 2023.

Resort Village of Kivimaa-Moonlight Bay


Mayor


Administrator

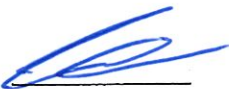
Date: Aug 21/2023 Seal



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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 the 18 day of SEPT, 2023.

Brightsand Lake Regional Park Authority



Chairperson



Vice Chairperson

Date: SEPT 18, 2023 Seal



In witness thereof, the Sandy Beach Regional Park Authority has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 12 day of Nov, 2023.

Sandy Beach Regional Park Authority



Chairperson



Vice Chairperson

Date: Nov. 12 / 23 Seal



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 the 29th day of Nov, 2023.

R.M. of Britannia No. 502



Mayor/Reeve



Administrator



Date: Nov 29/23 Seal

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Schedule "A"

Membership Fees of the NorthWest Mutual Aid Area

As of November 23rd, 2022

That the membership fees are as follows:

RM's pay \$700.

RM of Britannia

Rm of Frenchman Butte

RM of Mervin

Town of Turtleford.

Parks & Resorts pay \$300.

Bright sand Regional Park,

Resort Village of Kivimaa-Moonlight Bay.

Resort Village of Turtle View

Sandy Beach Regional Park

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