

**STURGIS & DISTRICT MUTUAL AID**

M-11 (a)

**RURAL MUNICIPALITY OF CLAYTON NO. 333**

**BYLAW NO. 2021-03**


**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE STURGIS & DISTRICT MUTUAL AID**

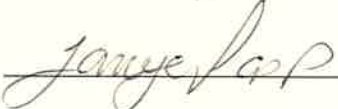
The Council of the Municipality of Clayton No. 333 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Clayton No. 333 is hereby authorized to enter into an agreement with the municipalities listed in the agreement for the purposes of establishing the Sturgis & District Mutual Aid Agreement attached hereto and identified as Schedule "A".
2. The Reeve and the Administrator of the Rural Municipality of Clayton No. 333 are hereby authorized to sign and execute the attached agreement identified as Schedule "A".
3. Bylaw No. 02/2008 is hereby repealed.



Read a third time and adopted  
this 8<sup>th</sup> day of December, 2021

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Administrator

# Schedule A

This agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.

Between:

Rural Municipality of Buchanan No. 304

Rural Municipality of Clayton No. 333

Rural Municipality of Keys No. 303

Rural Municipality of Preeceville No. 334

Town of Canora

Town of Norquay

Town of Preeceville

Town of Sturgis

Village of Buchannan

Village of Endeavour

Village of Hyas

Village of Stenen

Along with the following  
Fire Departments:

Canora

Norquay

Preeceville

Stenen

Sturgis

# MUTAL AID AGREEMENT

---

The Cities Act, The Municipalities Act and The Emergency Planning Act allow for a municipality to enter into an agreement with any other municipality for the purpose 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 defined in this agreement.

## **ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:**

### 1) Mutual Assistance

a) For the purpose 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 in the nature of either:

- i) a calamity caused by:
  - (1) accident,
  - (2) act or war or insurrection,
  - (3) terrorist activity as defined in the Criminal Code,
  - (4) forces of nature, or
  - (5) large fires (defined by the commanding officer).
- ii) a present or imminent situation or condition that requires prompt action to prevent or limit:
  - (1) the loss of life,
  - (2) harm or damage to the safety, health or welfare of people, or
  - (3) 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 of 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 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 the 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 personal 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 all other parties the amended copies.

#### 5) Indemnification

a) Each of the parties agree to indemnify the others for any damage claims of any nature due to any act done in good faith pursuant to this agreement. This will include, but not 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 agree to provide compensation to the responding party based on the following:

- i) manpower and equipment shall be compensated at the current rate of pay (as per each department).
- 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 by Article 6. 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) Terms of Agreement

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 Town of Sturgis 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.

Rural Municipality of Buchanan No. 304

[Signature]  
Reeve

[Signature]  
Administrator



Rural Municipality of Clayton No. 333

[Signature]  
Reeve

[Signature]  
Administrator



Rural Municipality of Keys No. 303

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

SEAL

Rural Municipality of Preeceville No. 334

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

SEAL

Town of Canora

\_\_\_\_\_  
Reeve

SEAL

\_\_\_\_\_  
Administrator

Town of Norquay

\_\_\_\_\_  
Reeve

SEAL

\_\_\_\_\_  
Administrator

Town of Preeceville

\_\_\_\_\_  
Reeve

SEAL

\_\_\_\_\_  
Administrator

Town of Sturgis

\_\_\_\_\_  
Reeve

SEAL

\_\_\_\_\_  
Administrator

Village of Buchannan

\_\_\_\_\_  
Reeve

SEAL

\_\_\_\_\_  
Administrator

Village of Endeavour

---

Reeve

SEAL

---

Administrator

Town of Hyas

---

Reeve

SEAL

---

Administrator

Village of Stenen

---

Reeve

SEAL

---

Administrator