

Rural Municipality of Eldon No. 471

BYLAW No. 2-2023

A BYLAW TO PROVIDE FOR ENTERING INTO AN EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT BETWEEN THE SIGNATORY MUNICIPAL CORPORATIONS

The Council of the Rural Municipality of Eldon No. 471, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Eldon No. 471 is hereby authorized to enter into an Emergency Management Mutual Aid Agreement Between Signatory Municipal Corporations, as attached hereto and forming part of this Bylaw and identified as Exhibit "A".
2. The Reeve and the Administrator of the Rural Municipality of Eldon No. 471 are hereby authorized to sign and execute the attached Emergency Management Mutual Aid Agreement as Exhibit "A".
3. Bylaw No. 1-2023 is hereby repealed.



Reeve

Administrator

Certified a true copy of Bylaw No. 3-2023 adopted by resolution of Council on the 14th day of June, 2023.



Administrator

Emergency Management Mutual Aid Agreement
BETWEEN THE SIGNATORY MUNICIPAL CORPORATIONS

1. Definitions

- 1.1 "Authorized Signature" a person who has been authorized to represent a Party as it pertains to this Agreement.
- 1.2 "Emergency Measures Coordinator" means the person appointed by the Council of a local authority listed within this Agreement to organize the local authority's emergency management program.
- 1.3 "Emergency" means a calamity caused by accident, act of war or insurrection, terrorist activity, forces of nature or a present or imminent situation or condition that requires prompt action to prevent or limit loss of life, harm or damage to the safety, health or welfare of people and/or damage to property or the environment. "Emergency" is used interchangeably with "Disaster" in this Agreement.
- 1.4 "Hosting Arrangements" in this Agreement means provision of emergency social services for affected residents in a community other than their own from which mutual aid has been requested.
- 1.5 "Incident Command System" an organizational management system under which personnel have been organized for emergency and disaster response activities.
- 1.6 "May" does not indicate a requirement under this Agreement but an optional response or action of a Party or Parties under this Agreement.
- 1.7 "Mutual Aid" means an agreement to provide emergency management resources where practical and possible under this Agreement.
- 1.8 "Party" or "Parties" means a local authority that has approved and implemented this Agreement.
- 1.9 "Providing Party" the Party or Parties that have received and/or respond to a request for mutual aid assistance made under this Agreement.
- 1.10 "Municipal Emergency Response Plan" refers to the document created to guide the actions of the municipality during an emergency.
- 1.11 "Requesting Party" the Party that requests mutual aid from another Party or Parties under this Agreement.
- 1.12 "Shall" indicates a required obligation under this Agreement and is used interchangeably with "will" and "must".

2. Purpose

- 2.1 Where an emergency or disaster threatens or exceeds the local capacity of one or more of the signatory municipal corporations to adequately respond, mutual aid as described within this Agreement may be requested and provided pursuant to the conditions within this Agreement.
- 2.2 Mutual aid will not be requested to compensate for day-to-day operational or resource shortfalls.

3. Exclusion & Limitations

- 3.1 This Mutual Aid Agreement is separate from any existing Fire Mutual Aid Agreements and does not void, negate or replace any such agreements.

4. Requests For Assistance

- 4.1 Notwithstanding section 2.2 of this Agreement, a local authority is not required to have activated the Emergency Response Plan, Emergency Operations Centre or positions prior to requesting mutual aid. It is understood that no two disasters are the same and therefore requests for mutual aid will be situation dependent.
- 4.2 All requests for assistance must be made to the Emergency Measures Coordinator or one of their designates. Requests must be made in writing and may be made using the *Request For Mutual Aid Form* in the Appendix of this Agreement. Where time is of the essence and this

cannot immediately be accommodated a written request should follow the verbal request as soon as possible.

4.3 All signatory municipal corporations will keep a printed copy of the *Request For Mutual Aid Form* and authorized *Mutual Aid Municipal Contacts* for timely reference as needed.

4.4 The following list of resources may be requested for mutual aid assistance:

- a. Equipment
- b. Material and supplies
- c. Personnel
- d. Use of facilities
- e. Hosting Arrangements
- f. Other items or assistance where mutually agreed upon.

5. Personnel Provisions

5.1 It is mutually understood that the Requesting Party will provide food, refreshments and where applicable lodging and rest areas for personnel of the Providing Party.

5.2 If any of the aforementioned personnel provisions cannot be provided, the Providing Party shall be notified at the time of the request in order to assess their ability to provide self-contained personnel.

5.3 Mileage costs of the Providing Party to and from the incident check-in or reporting location shall be the responsibility of the Requesting Party.

6. Provision of Assistance

6.1 Only those resources requested of the Providing Party shall be deployed.

6.2 Based on an assessment of its capacity to provide requested resources, the Providing Party shall ensure that adequate protection, supplies and other resources remain in place for its own jurisdiction prior to committing resources to the Requesting Party. The provision of assistance will be at the unfettered discretion the Providing Party who reserves the right to:

- a. Not provide any assistance.
- b. Provide limited assistance.
- c. Provide assistance as requested.

6.3 Upon determining that resources will be provided to the Requesting Party, the Providing Party may confirm in writing the resources that will be provided and an estimated timeframe for arrival on the *Request For Mutual Aid Form*. A completed copy of this form should be submitted to the Requesting Party. Where time is of the essence, resources may be confirmed verbally and followed by written confirmation of resources on the *Request For Mutual Aid Form*.

6.4 The Providing Party may at any time withdraw resources provided as it sees fit.

7. Authority

7.1 The Incident Command System will be used to the extent possible as the organizational structure in which personnel at the Requesting Party's emergency or disaster will operate.

7.2 The parties agree that the Providing Party's personnel shall remain under the direct control of the Providing Party but will be under the authority of the Requesting Party for operational purposes throughout the duration of deployment.

7.3 Any personnel deployed by the Providing Party will report and abide by the command and control structure set forth by the Requesting Party and will function according to the lines of authority within this structure.

7.4 Each Party shall maintain its own equipment for safe operational use.

8. Conduct & Confidentiality

8.1 All information obtained by the Providing Party while assisting the Requesting Party shall remain confidential as part of the Requesting Party's property. Disclosure of any such information shall be at the authorization of the Requesting Party except where requirements of the law apply which may include but not be limited to documentation subject to the Freedom of Information and Protection of Privacy Act.

8.2 Personnel will not self-deploy or freelance at any time. There will be no reimbursement for self-deployed or freelancing personnel, equipment or other resources.

8.3 Preferred personnel deployed to a Requesting Party will be those that have successfully obtained Incident Command System training.

8.5 Assigned personnel shall be qualified to complete the tasks for which they are being deployed. In the event personnel are assigned to a task for which they are not qualified or comfortable in completing it is up to individual personnel to report this to their direct supervisor at the emergency/disaster.

8.6 All personnel must be fit for duty and may be denied access to assist by the Requesting Party where deemed unfit.

8.7 All personnel are required to follow any required safety protocols and ensure the safety of themselves, their colleagues and the public remains a priority.

8.8 Requested personnel will not remove items from a work area for souvenir purposes or take photos in unauthorized areas.

8.9 Photos of victims or other affected members of the public are prohibited.

8.10 Requested personnel will travel only on approved transportation routes and not venture into restricted areas.

8.11 Requested personnel will respect other team and/or personnel's capabilities.

9. Reimbursement

9.1 Equipment costs shall be calculated based on each local authority's listed fee schedules. Where there is no such fee schedule or there is a disagreement on costs billed the rate schedule listed in the most current edition of the Equipment Rental Rates Guide and Membership Roster published by the Saskatchewan Heavy Construction Association shall be utilized. If applicable, sales tax will be applied to all costs.

9.2 Personnel will be reimbursed according to their position and the current pay scale of the Providing Party. Personnel should not be expected to provide mutual aid assistance at a rate of pay lower than that which they receive from their municipality at the time of deployment.

9.3 The Providing Party shall provide a written invoice itemizing resources supplied including description of costs tallied based on established rates, dates, hours and/or quantities.

9.4 Any account that is unpaid past 30 days of receipt of the invoice shall be subject to the interest rate stipulated on the Providing Party's invoice which shall not exceed the Bank of Canada rate at the date of invoice.

9.5 Any Providing Party may waive full or partial reimbursement costs of resources, personnel, loss or damages to the Requesting Party. The Providing Party shall notify the Requesting Party of their intention to waive all or partial costs accumulated as soon after the incident as possible. Where requested, the Providing Party shall provide written notice by municipal authority of the waiver of costs to the Requesting Party.

10. Documentation & Resource Tracking

10.1 All requested resources and personnel will be documented and tracked as best as possible by the Requesting Party.

10.2 Notwithstanding 10.1 the Providing Party is responsible for tracking resource time and costs for later reimbursement and invoicing purposes.

11. Liability

11.1 Each Party shall hold throughout the remainder of this Agreement general liability insurance of not less than \$5,000,000 per occurrence for personal injury and/or property damage.

11.2 Each Party shall maintain their own vehicle and equipment insurance coverage.

11.3 All insurance policies shall be primary and not contributory.

11.4 The Providing Party shall not be held liable for:

- Failure to respond to a request for assistance or failure to provide assistance.
- Failure to respond or provide assistance within a certain timeframe.
- Any claims that result from a party's refusal to provide assistance.

12. Indemnification

12.1 Each of the parties agree to indemnify each of the other party or parties for any damage or claims of any nature due to any act done in good faith in the performance of this Agreement. This includes but is not limited to all claims, losses and costs resulting in any injury, death and/or damage to any property. This excludes damage or loss caused by the gross or wilful misconduct of any of the parties in the performance of their duties pursuant to this Agreement.

13. Term

13.1 This Agreement is effective between the Parties upon signing.

13.2 Any Party may withdraw from this Agreement given 30 days written notice to the other Parties. A notice will be considered to have been received 5 business days from the date of postage.

14. Binding Agreement

14.1 This agreement shall supersede any and all previous emergency and disaster mutual aid agreements (other than the aforementioned firefighting agreements) whether oral or written among the Parties.

