

THIS AGREEMENT MADE IN DUPLICATE THIS 1 DAY OF January, 2020

BETWEEN:

**THE CITY OF SWIFT CURRENT
HEREINAFTER REFERRED TO AS "SWIFT CURRENT"**

AND:

**THE TOWN OF GULL LAKE
HEREINAFTER REFERRED TO AS "GULL LAKE"**

AND:

**THE TOWN OF HERBERT
HEREINAFTER REFERRED TO AS "HERBERT"**

AND:

**THE TOWN OF MORSE
HEREINAFTER REFERRED TO AS "MORSE"**

AND:

**THE VILLAGE OF HODGEVILLE
HEREINAFTER REFERRED TO AS "HODGEVILLE"**

AND:

**THE VILLAGE OF NEVILLE
HEREINAFTER REFERRED TO AS "NEVILLE"**

AND:

**THE VILLAGE OF PENNANT
HEREINAFTER REFERRED TO AS "PENNANT"**

AND:

**THE VILLAGE OF STEWART VALLEY
HEREINAFTER REFERRED TO AS "STEWART VALLEY"**

AND:

**THE VILLAGE OF SUCCESS
HEREINAFTER REFERRED TO AS "SUCCESS"**

AND:

**THE VILLAGE OF VANGUARD
HEREINAFTER REFERRED TO AS "VANGUARD"**

AND:

**THE VILLAGE OF WALDECK
HEREINAFTER REFERRED TO AS "WALDECK"**

AND:

**THE VILLAGE OF WEBB
HEREINAFTER REFERRED TO AS "WEBB"**

AND:

*THE RURAL MUNICIPALITY OF WHISKA CREEK No. 106
HEREINAFTER REFERRED TO AS "RM No. 106"*

AND:

*THE RURAL MUNICIPALITY OF LAC PELLETIER No. 107
HEREINAFTER REFERRED TO AS "RM No. 107"*

AND:

*THE RURAL MUNICIPALITY OF LAWTONIA No. 135
HEREINAFTER REFERRED TO AS "RM No. 135"*

AND:

*THE RURAL MUNICIPALITY OF COULEE No. 136
HEREINAFTER REFERRED TO AS "RM No. 136"*

AND:

*THE RURAL MUNICIPALITY OF SWIFT CURRENT No. 137
HEREINAFTER REFERRED TO AS "RM No. 137"*

AND:

*THE RURAL MUNICIPALITY OF WEBB No. 138
HEREINAFTER REFERRED TO AS "RM No. 138"*

AND:

*THE RURAL MUNICIPALITY OF GULL LAKE No. 139
HEREINAFTER REFERRED TO AS "RM No. 139"*

AND:

*THE RURAL MUNICIPALITY OF MORSE No. 165
HEREINAFTER REFERRED TO AS "RM No. 165"*

AND:

*THE RURAL MUNICIPALITY OF EXCELSIOR No. 166
HEREINAFTER REFERRED TO AS "RM No. 166"*

AND:

*THE RURAL MUNICIPALITY OF SASKATCHEWAN LANDING No. 167
HEREINAFTER REFERRED TO AS "RM No. 167"*

AND:

*THE RURAL MUNICIPALITY OF RIVERSIDE No. 168
HEREINAFTER REFERRED TO AS "RM No. 168"*

AND:

*THE TOWN OF CABRI
HEREINAFTER REFERRED TO AS "CABRI"*

AND:

*THE VILLAGE OF HAZLET
HEREINAFTER REFERRED TO AS "HAZLET"*

AND:

*THE RURAL MUNICIPALITY OF PITTVILLE No. 169
HEREINAFTER REFERRED TO AS "RM No. 169"*

MUTUAL 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 purposes 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 as defined in this agreement.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1) Mutual Assistance

- a) For the purposes 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 and is in the nature of either:
 - i) a calamity caused by:
 - (1) accident,
 - (2) act of war or insurrection,
 - (3) terrorist activity as defined in the Criminal Code, or
 - (4) forces of nature; or
 - 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 or 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 provincial 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 an 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 personnel 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 to all other parties the amended copies.

5) Indemnification

- a) Each of the parties agree to indemnify the other for any damage or claims of any nature due to any act done in good faith pursuant to this agreement. This will include, but not be 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 shall be compensated at the current rate of pay as per the individual Collective Bargaining Agreements for in-scope employees and/or the pay scale approved by Council for out-of-scope employees, plus 20% of the regular rate of pay to cover benefits,
 - 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 for by Article 6)a. The Account shall be paid within 30 days of receipt of the statement of account.
- d) An account that is not paid in accordance with Article 6)c shall bear interest at a rate equal to the Bank of Canada Prime Rate plus three percent (3%) per annum from the date the services and equipment were provided until the account is paid.
- e) 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) Term of Agreement

- a) This agreement shall come into effect January 1, 2020 and shall continue until December 31, 2023.
- b) Either party may terminate this agreement upon sixty days written notice.
- c) In the event of an ongoing emergency or disaster which continues past the expiration date of this agreement, this agreement may be extended by the Mayor(s) and/or Reeve(s) until the conclusion of the emergency event.

8) Counterpart Signatures

- 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 City of Swift Current 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.

This 10 day of February, 2020.



CITY OF SWIFT CURRENT

MAYOR

CITY CLERK

This 11 day of December, 2019.



TOWN OF GULL LAKE

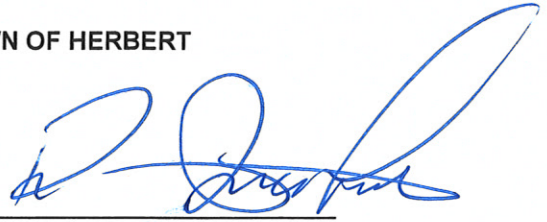

MAYOR/REEVE


TOWN CLERK

This 9 day of December, 2019.

(Seal)

TOWN OF HERBERT



MAYOR/REEVE



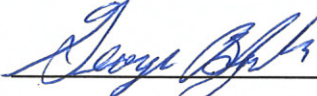
TOWN CLERK

This 11th day of DECEMBER, 2019.

(Seal)



TOWN OF MORSE


MAYOR/REEVE

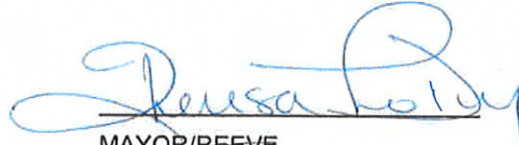

TOWN CLERK

This 24th day of December, 2019.

(Seal)

VILLAGE OF HODGEVILLE




MAYOR/REEVE


VILLAGE CLERK

This 11th day of December, 2019.

(Seal)

VILLAGE OF NEVILLE

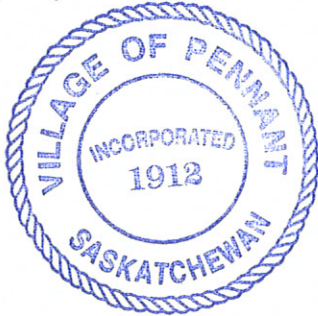


Carol Paul
MAYOR/REEVE

Cindy Bay
VILLAGE CLERK

This 9th day of December, 2019.

(Seal)



VILLAGE OF PENNANT

Andy Larett
MAYOR/REEVE

Brandi Prentice
VILLAGE CLERK

This 05 day of February, 2020:

(Seal)



VILLAGE OF STEWART VALLEY

MAYOR/REEVE

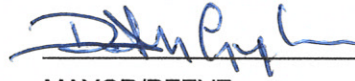
VILLAGE CLERK

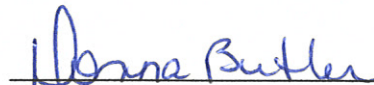
This 11th day of DECEMBER, 2019.

(Seal)

VILLAGE OF SUCCESS




MAYOR/REEVE


VILLAGE CLERK

This 18 day of December, 2019.



VILLAGE OF VANGUARD

Allen Kuhlman
MAYOR/REEVE

Melanie Clark
VILLAGE CLERK

This 12th day of December, 2019.



VILLAGE OF WALDECK

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line at the end.

MAYOR/REEVE

A handwritten signature in blue ink that reads "Barb Cornelson" in a cursive style.

VILLAGE CLERK

This 13 day of January, 2020.



VILLAGE OF WEBB

R. Jamieson
MAYOR/REEVE

[Signature]
VILLAGE CLERK

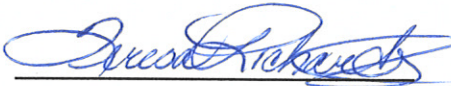
This 12th day of December, 2019.



RM OF WHISKA CREEK No. 106



MAYOR/REEVE



RM CLERK

This 10 day of December, 2019.

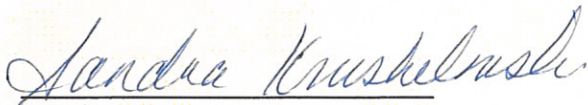
(Seal)



RM OF LAC PELLETIER No. 107



MAYOR/REEVE



RM CLERK

This 11th day of December, 2019.



RM OF LAWTONIA No. 135

MAYOR/REEVE

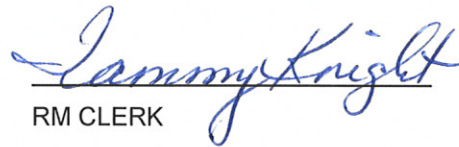
RM CLERK

This 11 day of DECEMBER, 2019.



RM OF COULEE No. 136


MAYOR/REEVE


RM CLERK

This 7th day of January, 2020.



RM OF SWIFT CURRENT No. 137

R. G. Gieseler
MAYOR/REEVE

Linda Boser
RM CLERK

This 12 day of December, 2019.



RM OF WEBB No. 138

W. G. Fiddler
MAYOR/REEVE

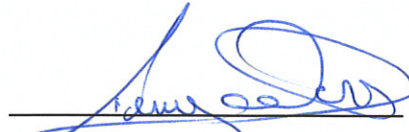
[Signature]
RM CLERK

This 10th day of December, 2019.

(Seal)



RM OF GULL LAKE No. 139

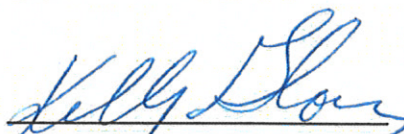

MAYOR/REEVE


RM CLERK

This 14th day of January, 2020.



RM OF MORSE No. 165


MAYOR/REEVE


RM CLERK

This 11th day of Dec., 2019.



RM OF EXCELSIOR No. 166

[Handwritten Signature]

MAYOR/REEVE

Dianne Hahn
RM CLERK Administrator

This 16 day of December, 2019.



RM OF SASKATCHEWAN LANDING No. 167

Carvin Johnson
MAYOR/REEVE

A Powell
RM CLERK

This 9th day of December, 2019.

(Seal)



RM OF RIVERSIDE No. 168

Julian Bj
MAYOR/REEVE

Beandi Peentice
RM CLERK

This 9th day of December, 2019.

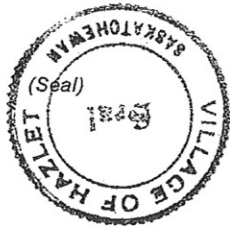


TOWN OF CABRI

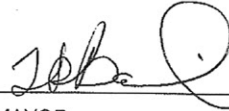
MAYOR/REEVE

TOWN CLERK

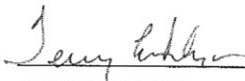
This 25th day of February, 2020.



VILLAGE OF HAZLET


MAYOR

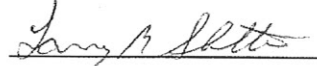


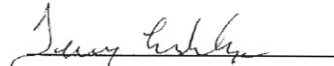

ADMINISTRATOR

This 11 day of February, 2020.



RM OF PITTVILLE NO. 169


REEVE


ADMINISTRATOR