

THIS AGREEMENT MADE IN DUPLICATE THIS 23rd DAY OF January, 2023. 2024.

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 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"
Including the Village of Stewart Valley**

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"
Including THE VILLAGE OF SUCCESS**

AND:

**THE RURAL MUNICIPALITY OF CARMICHAEL No. 109
HEREINAFTER REFERRED TO AS "RM No. 109"**

AND:

**THE RURAL MUNICIPALITY OF MIRY CREEK No. 229
HEREINAFTER REFERRED TO AS "RM No. 229"
Including THE VILLAGE OF ABBEY**

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.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires, the term or expression:

- a) **"Incident Commander"** means the individual designated by the requesting municipality who is responsible for managing and directing the response to an incident, as outlined in this Agreement. The Incident Commander shall have authority over the personnel and apparatus of the responding municipality during the incident, ensuring the effective coordination of resources and services.
- b) **"Incident Reporting"** means the process by which the requesting municipality is responsible for promptly notifying the appropriate provincial Ministry or other relevant authorities of the incident, including providing essential information and updates as required by applicable regulations and procedures. This reporting is crucial for maintaining transparency and facilitating coordinated emergency responses.

- c) **“Jurisdiction”** means the geographical area and legal authority of each participating municipality, as defined by *The Cities Act*, *The Municipalities Act*, and *The Emergency Planning Act*. Each municipality operates within its own Jurisdiction and may provide mutual assistance to others within their respective areas as outlined in this Agreement.
- d) **“Local Authority”** means the governing body or organization within a municipality that holds the responsibility and decision-making power for matters related to the municipality's administration, including emergency management and response. This may include elected officials such as mayors or reeves, as well as their designated representatives who act on their behalf in matters outlined in this Agreement.
- e) **“Mutual Aid Costs”** means the collective expenses incurred by the Responding Party in response to a mutual aid request, including but not limited to personnel costs, equipment expenses, and ancillary costs.
- f) **“Mutual Aid Request”** means formal solicitation initiated by the Requesting Party to the Responding Party, seeking assistance in the form of emergency services, equipment, or facilities, as outlined in this Agreement.
- g) **“Mutual Assistance”** means the collaborative provision of emergency services, equipment, and facilities by the parties to this Agreement, within the boundaries of their respective municipalities, for the purpose of aiding each other during major disasters as defined herein. This assistance is subject to the terms and conditions outlined in this Agreement.
- h) **“Requesting Party”** means the Local Authority or its authorized representative that initiates a request for mutual aid services under the terms of this contract for their municipality. This party seeks assistance from other municipalities in response to an emergency or major disaster within its Jurisdiction.
- i) **“Responding Party”** means the municipality that offers assistance, emergency services, equipment, or facilities to another municipality, as specified in this Agreement.
- j) **“Response to the Incident”** means the actions, activities, and measures taken by the parties involved (the Requesting Party and the Responding Party) to address and manage an emergency or major disaster within the confines of their Jurisdictions. This includes the deployment of personnel, equipment, and resources, as well as the implementation of emergency plans and procedures to

mitigate the impact of the incident, ensure public safety, and minimize damage to property and the environment.

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 party’s 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
 - ii) forces of nature; or
 - iii) 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 hereby agree to provide Mutual Assistance to each other, within the boundaries of their respective municipalities for services, facilities and equipment under their control, as available.
- c) The stated Mutual Assistance will be provided upon request in accordance with the terms of this Agreement.
- d) The Local Authority or their designated representative shall make the Mutual Aid Request. The request shall authorize the Responding Party to dispatch resources to the incident, and the Requesting Party to receive individuals into their community.
- e) Notwithstanding the above, the Responding 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, that in such an event, the Responding Party shall inform the Requesting Party before withdrawing.

2) Command

- a) Responsibility for managing the response to the incident shall remain with the Requesting Party.
- b) The personnel and apparatus of the Responding Party 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 other authorities shall be the responsibility of the Requesting Party.

4) Exchange of Information

- a) The parties agree to make available to each other, during an incident, the following information:
 - i) maps of their Jurisdiction indicating the nearest and most suitable roads to enable responders to get to an emergency as quickly as possible, including locations of water supplies and access points;
 - ii) appropriate Operating Guidelines;
 - iii) communication protocol;
 - iv) a copy of the municipality's Emergency Plan; and
 - v) a 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 of amendments to the maps, Operating Guidelines, Emergency Plan, communication protocol, and/or key contact information, the parties agree to provide amended copies to all other parties.

5) Indemnification

- a) Each party agrees to indemnify the other for any damage or claims of any nature arising from acts performed in good faith pursuant to this Agreement. This will include, but not be limited to, all claims, losses, costs and expenses related to any injury to any person or damage to any property.

6) Compensation

- a) Any Requesting Party who initiates a mutual aid request under the terms of this contract shall assume full responsibility for the Mutual Aid Costs incurred by the Responding Party for their mutual aid services in response to such request.
- b) Each party agrees to provide compensation for Mutual Aid Costs to the Responding Party as follows:
 - 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.
- c) In addition to the payment for services as set out above, the Requesting Party agrees to compensate the Responding Party for any non-negligent damages to equipment or clothing that is damaged while providing said services.
- d) Each Responding Party to a request for Mutual Assistance shall promptly provide a statement of account to the Requesting Party detailing the Mutual Aid Costs provided for by Article 6) b. The Account shall be paid, by the Requesting Party within 30 days of receipt of the statement of account.
- e) An account that is not paid in accordance with Article 6) d 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.

- f) 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 on January 1st, 2024, and shall continue until December 31st, 2027.
- b) Either party may terminate this Agreement upon sixty days written notice.
- c) In the event of an ongoing emergency or disaster extending beyond the Agreement's expiration date, 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, including retransmission, of a signed original of this Agreement 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 this Agreement 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.

DATED this 23 day of January, 2024.

(Seal)



CITY OF SWIFT CURRENT



MAYOR



A/ CITY CLERK

DATED this 25 day of October, 2023



TOWN OF GULL LAKE

A handwritten signature in blue ink, appearing to be "A. A.", written over a horizontal line.

MAYOR/REEVE

A handwritten signature in blue ink, appearing to be "Peterax", written over a horizontal line.

TOWN CLERK

DATED this 11 day of December 2023



TOWN OF HERBERT

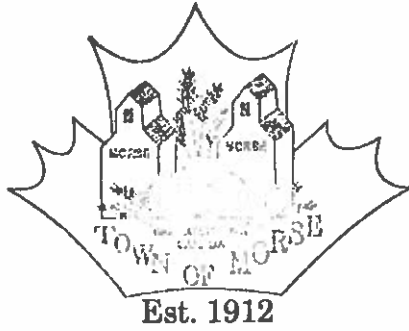
MAYOR/REEVE

TOWN CLERK

DATED this 12th day of December, 2023.

(Seal)

TOWN OF MORSE




MAYOR/REEVE


TOWN CLERK

DATED this 19th day of October, 2023.



VILLAGE OF HODGEVILLE

A handwritten signature in black ink, appearing to be "Paul Smith", written over a horizontal line.

MAYOR/REEVE

A handwritten signature in blue ink, appearing to be "M. Duro", written over a horizontal line.

VILLAGE CLERK

DATED this 15 day of November, 2023

(Seal)



VILLAGE OF NEVILLE

Nana McEwen
MAYOR/REEVE

Cindy Bey
VILLAGE CLERK

DATED this 09 day of November, 2023.

(Seal)



VILLAGE OF PENNANT

Sandy Lassett
MAYOR/REEVE

Brandi Puente
VILLAGE CLERK

DATED this 1 day of November, 2023.



VILLAGE OF VANGUARD

A handwritten signature in blue ink that reads "Brad Brown".

MAYOR/REEVE

A handwritten signature in blue ink that reads "Melanie Clark".

VILLAGE CLERK

DATED this Oct day of 20th 2023.

(Seal)

VILLAGE OF WALDECK



MAYOR REEVE



VILLAGE CLERK

DATED this 9th day of January, 2024.



VILLAGE OF WEBB


MAYOR/REEVE


VILLAGE CLERK

DATED this 20th day of November, 2023.



RM OF WHISKA CREEK No. 106



MAYOR REEVE



RM CLERK

DATED this 14 day of November, 2023.

(Seal)



RM OF LAC PELLETIER No. 107

MAYOR/REEVE


RM CLERK

DATED this 8th day of November, 2023.


(Seal)



RM OF LAWTONIA No. 135

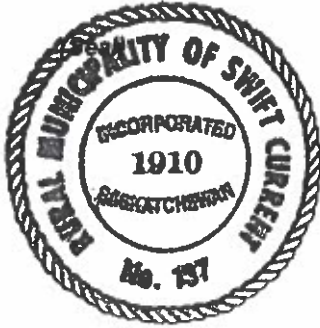


MAYOR/REEVE



RM CLERK

DATED this 12th day of December, 2023.



RM OF SWIFT CURRENT No. 137



MAYOR/REEVE



RM CLERK

DATED this 14th day of December, 2023.



RM OF WEBB No. 138

A handwritten signature in blue ink, appearing to read "J. U. Fiddle", written over a horizontal line.

MAYOR/REEVE

A handwritten signature in blue ink, consisting of stylized initials, written over a horizontal line.

RM CLERK

DATED this 31st day of October, 2023



RM OF COULEE No. 136

Greg Tarjewan
MAYOR/TREEVE

Sammy Knight
RM CLERK/ADMINISTRATOR

DATED this 16 day of November, 2023

(Seal)



RM OF GULL LAKE No. 139

MAYOR/REEVE

RM CLERK


DATED this 28th day of December, 2023.

(Seal)

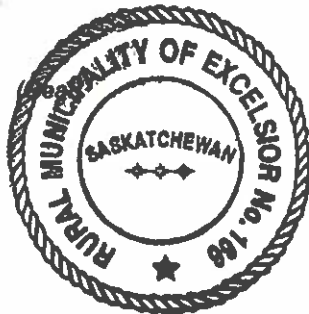


RM OF MORSE No. 165

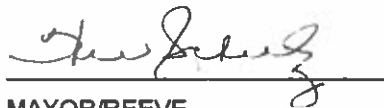

MAYOR/REEVE


RM CLERK

DATED this 7th day of NOV., 2023



RM OF EXCELSIOR No. 166



MAYOR/REEVE



RM CLERK

DATED this 17 day of October, 2023.



RM OF SASKATCHEWAN LANDING No. 167

Carvin Johrgaard
MAYOR/REEVE

R. Powell
RM CLERK

DATED this 14th day of November, 2023.

(Seal)



RM OF RIVERSIDE No. 168


MAYOR/REEVE


RM CLERK

DATED this 13th day of November, 2023.



TOWN OF CABRI

A handwritten signature in black ink, consisting of several fluid, connected strokes, positioned above a horizontal line.

MAYOR/REEVE

A handwritten signature in blue ink, consisting of several fluid, connected strokes, positioned above a horizontal line.

TOWN CLERK

DATED this 11 day of December, 2023.



VILLAGE OF HAZLET

Jua Dewa
MAYOR/REEVE

Jerry Lubbock
VILLAGE CLERK

DATED this 11 day of December, 2023.

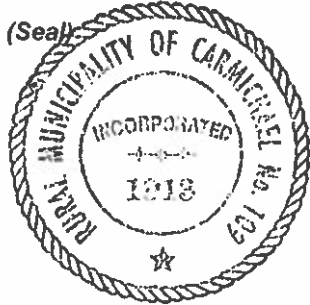


VILLAGE OF HAZLET

Jua Dewa
MAYOR/REEVE

Jerry Lubbock
VILLAGE CLERK

DATED this 13th day of November, 2023



RM OF CARMICHAEL NO. 109


MAYOR/REEVE


RM CLERK


DATED this 16th day of November, 2023.

(Seal)

RM OF MIRY CREEK NO. 229




MAYOR/REEVE

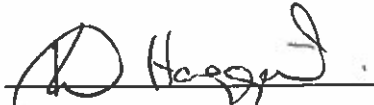

RM CLERK


DATED this 16th day of November, 2023.

(Seal)



VILLAGE OF ABBEY


MAYOR/REEVE


RM CLERK