

**RURAL MUNICIPALITY OF MILTON NO. 292
BYLAW NO. 2024-04**

PRAIRIE WINDS EMERGENCY PLANNING DISTRICT

The Council of the Rural Municipality of Milton No. 292 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Milton No. 292 is hereby authorized to enter into an Emergency Planning District and consent to an Agreement known as *The Prairie Winds Emergency Planning District* identified as Schedule "A" that is attached to and forming part of this bylaw for the purpose of establishing an Emergency Planning District.
2. The Mayor and Administrator are hereby authorized to sign and execute the attached agreement identified as Schedule "A".
3. Bylaw No. 2019-08 is hereby repealed.



[Redacted Signature]

REEVE

[Redacted Signature]

ADMINISTRATOR

Read a third time and adopted
this 10 day of Sept 2024

[Redacted Signature]

Administrator

SCHEDULE "A"

PRAIRIE WINDS EMERGENCY PLANNING DISTRICT AGREEMENT

BETWEEN:

Rural Municipality of Newcombe No. 260 in the Province of Saskatchewan

-and-

Rural Municipality of Chesterfield No. 261 in the Province of Saskatchewan

-and-

Rural Municipality of Milton No. 292 in the Province of Saskatchewan

-and-

Rural Municipality of Antelope Park No. 322 in the Province of Saskatchewan

-and-

Town of Eatonia in the Province of Saskatchewan

-and-

Village of Marengo in the Province of Saskatchewan

Hereafter referred to as the "Parties" to this Agreement.

1. Purpose

WHEREAS the Saskatchewan *Emergency Planning Act 1989*, pursuant to Section 9, provides that the local authority of each municipality shall establish a municipal emergency measures organization, appoint a person as a local emergency measures coordinator, establish a local emergency planning committee and prepare and approve emergency plans and programs; and

WHEREAS it is agreed that mutual sharing of resources to create additional local and regional capacity including mutual aid in the form of resources such as personnel, equipment and facilities is in the best interest of each party; and

WHEREAS the municipalities have agreed to adopt a regional emergency management approach including development and implementation of the following:

- Regional Emergency Measures Organization
- Regional Emergency Planning Committee
- Regional Advisory Committee
- Regional Mutual Aid Agreement
- Regional Emergency Management Plan

2. Definitions

2.1 In this Agreement the following words and terms have the subsequent meanings:

- a) **"Act"** means the Saskatchewan *Emergency Planning Act*, Statutes of Saskatchewan 1989, and all amendments thereto.
- b) **"Assisting Party"** means the Party or Parties that receive and/or respond to a request for mutual aid assistance.
- c) **"Deputy Emergency Measures Coordinator"** is the person appointed by the Council of each local authority that reports to the Regional Emergency Measures Coordinator. In absence of the Regional Emergency Measures Coordinator, the Deputy Emergency Measures Coordinator is delegated their responsibilities on behalf of their respective local authority.

- d) **"Emergency"** shall have the same meaning as given to it by the Act.
- e) **"Emergency Operations Centre"** may be used interchangeably with either of the following terms: "Emergency Coordination Centre", "Incident Command Post". In all cases, the appropriately determined Centre or Post will depend on the nature of the emergency or incident and type of support required. In general terms these locations refer to a location for carrying out coordinated emergency or incident response activities including monitoring, planning, logistical and/or operational requirements.
- f) **"Event"** a pre-planned event.
- g) **"Hosting Arrangements"** in this Agreement means the provision of emergency social services for affected residents in a community other than their own from which mutual aid has been requested.
- h) **"Incident"** means a situation that may or may not meet the definition of any emergency as defined within the Act, but that still requires additional assistance to respond or coordinate support.
- i) **"Local authority"** and **"Local authorities"** refer to the authority having jurisdiction and is used interchangeably with the term "Member Municipality" and "Member Municipalities" individually or collectively to refer to the following signatory parties to this agreement including:
- Rural Municipality of Newcombe No. 260
 - Rural Municipality of Chesterfield No. 261
 - Rural Municipality of Milton No. 292
 - Rural Municipality of Antelope Park No. 322
 - Town of Eatonia
 - Village of Marengo
- j) **"Member Municipality"** or **"Party"** (collectively **"Parties"**) a local government entity who is a signatory to this Emergency Planning District Agreement.
- k) **"Mutual Aid"** the reciprocal provision of resources or services for emergency management purposes where practical and possible between signatory parties of this Agreement.
- l) **"Party"** or **"Parties"** means a member municipality.
- m) **"Prairie Winds Emergency Planning District"** (the **District** or the **Region**) means the collective physical area governed by all the Member Municipalities/Local Authorities.
- n) **"Regional"** includes all Member Municipalities within the District being local authorities having jurisdiction within the municipal boundaries as listed under "Local authority" and "Local authorities" above.
- o) **"Regional Emergency Advisory Committee"** is a branch under the Regional Emergency Measures Organization whose membership includes an elected official as appointed from each Member Municipality's Council. The Committee oversees governance including policy and budgetary approval for the operation of the Regional Emergency Planning Committee.
- p) **"Regional Emergency Measures Coordinator"** means the person as defined within the Bylaws of each local authority that has been appointed by council resolution of each Member Municipality to organize and carry out the administration, planning, coordination, and leadership for local, regional, or inter-municipal emergencies or incidents requiring partial or full activation of regional support, response, or activation of any portion of the Regional Emergency Management Plan.
- q) **"Regional Emergency Measures Organization" (the "Organization")** means the organization as required under the Act and known as the Prairie Winds Emergency Planning District (PWEP) Committee. The organization includes the Regional Emergency Advisory Committee and Regional Emergency Planning Committee.

- r) **"Regional Emergency Planning Committee"** is a sub-committee under the Regional Emergency Measures Organization and is subject to the authority of the Regional Emergency Advisory Committee. The Planning Committee is chaired by the Regional Emergency Measures Coordinator and exists to ensure the planning, coordination and delivery of preparedness, response, and recovery activities within the region as applicable.
- s) **"Requesting Party"** means the party that requests mutual aid from another party or parties.
- t) **"Shall"** indicates a required obligation under the terms of this Agreement.

3. Establishment of Regional Emergency Measures Organization

3.1 The councils of the Member Municipalities have agreed to enter into this Agreement to establish and outline the requirements of a Regional Emergency Measures Organization that is organizationally and operationally sound and to facilitate a Regional Emergency Management Plan & Mutual Aid Agreement.

3.2 This Regional Emergency Measures Organization & Aid Agreement is separate from any existing Fire Service Mutual Aid Agreements and does not in any way void, negate, or replace any such agreements.

3.3 It is agreed that each Member Municipality will retain its own autonomy to respond to emergencies or other incidents at a local, municipal level including authority for the power to declare, renew or terminate a state of local emergency for its respective jurisdiction.

3.4 Each Member Municipality shall maintain its own local emergency operations centre, incident command post and/or equivalent along with local personnel with the ability to access and activate additional regional resources, support, coordination, and facilities based on the anticipated or actual impact of the emergency or incident.

4. Organization

4.1 The council of each Member Municipality passed emergency management bylaws to establish the Regional Emergency Measures Organization, Emergency Advisory Committee and Regional Emergency Planning Committee.

4.2 The Regional Advisory Committee is a branch of the Organization and consists of municipal Councillors from each Member Municipality to represent their jurisdiction. Each member will act as a liaison between the Committee and his/her municipal Council by communicating information from each meeting and bringing forth items requiring Council decision or approval on behalf of PWEF.

4.3 Members of the Regional Emergency Planning Committee include:

- The Regional Emergency Measures Coordinator.
- All appointed Deputy Emergency Measures Coordinators within the region.
- All Fire Chiefs within the region or their designate.
- All municipally appointed emergency management personnel and representatives from public and private organizations or other stakeholders who may provide expertise or assist with emergency management activities within the region as invited by the Chair of the Planning Committee.

4.4 The Regional Emergency Measures Coordinator is appointed by resolution of the Council of each Member Municipality within the District to organize and carry out the administration, planning, coordination, and leadership for local, regional, or inter-municipal emergencies or incidents requiring partial or full activation of regional support, response, or any portion of the Regional Emergency Management Plan.

4.5 The Deputy Emergency Measures Coordinators are appointed at a local level by their respective municipal council. They will support and assist the Regional Emergency Measures Coordinator with preparedness, implementation, and coordination of emergency response operations, and with recovery operations if requested.

4.6 Activation of regional support can be accessed at a local municipal level or regional level as needed.

- a). Local level support may be requested when one of the Member Municipalities is experiencing a localized emergency or incident and requires additional support from another municipality or municipalities within the region in the form of personnel, equipment, facilities, supplies, hosting arrangements, or other resources as mutually agreed upon.

b). Regional level support may be requested when an emergency or disaster affects more than one Member Municipality within the District, and a comprehensive regional response is required to effectively respond to and manage the emergency or incident. In this case additional support will be requested from within the region as needed.

4.7 In any instance in which support is requested from within the District on behalf of a Member Municipality experiencing an incident, this Regional Emergency Management Mutual Aid Agreement will automatically come into effect.

5. Conditions of Agreement

5.1 It is hereby agreed that Member Municipalities cannot opt out of this Agreement, nor any other existing regional emergency management mutual aid agreements nor regionally assigned emergency management organization roles and responsibilities including Regional Emergency Advisory Committee and Regional Emergency Planning Committee during a major emergency. A major emergency in this Agreement shall be taken to mean any emergency in which a State of Local Emergency is declared and/or regional or mutual aid support is required in order to respond to the emergency.

6. Liability

6.1 Each party shall hold throughout the entirety of this Agreement general liability insurance in an amount not less than two million dollars (\$2,000,000.00) for each occurrence of personal injury, public liability and/or property damage in addition to any other insurance that is mutually agreed to by the signatory parties. A copy of the Certificate of Insurance indicating such shall be provided at the request of any of the parties herein.

6.2 Each party agrees to forward a copy of this Agreement to their municipal insurer and to be responsible for the costs of any increases in insurance premiums which may result.

6.3 Each party shall maintain their own vehicle and equipment insurance coverage of not less than five million dollars (\$5,000, 000) per incident.

6.4 All insurance policies shall be primary and not contributory.

6.5 Any changes or cancellations to policy terms which reduce coverage amounts shall be provided in writing to all other Member Municipalities forthwith.

6.6 The Assisting 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 an identified timeframe.
- Any claims that result from a party's refusal to provide assistance.

7. Indemnification

7.1 Each of the parties agree to indemnify and save harmless each of the other 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.

7.2 In the event of any dispute arising under this Agreement which cannot be resolved by mutual agreement between the respective parties the same shall be submitted to arbitration. The decision rendered in respect of the proceedings shall be binding upon the respective parties. The cost of the arbitrator shall be shared equally by the parties involved in the dispute.

8. Severability

8.1 Should any provision of this Agreement become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the remainder of the Agreement and the remaining provisions contained herein shall not be affected or diminished in any way. This applies except where an invalid, void, illegal or otherwise unenforceable provision compromises other provisions within to the extent that the Agreement would fail in its purpose.

9. Term

9.1 Any amendments to this Agreement shall be unanimously approved by all signatory parties to this Agreement.

9.2 This Agreement is considered effective when it has been signed by each of the signatory parties.

9.3 This Agreement comes into force upon signing and shall remain in effect for a period of five (5) years, after which it shall be reviewed and may be renewed for successive periods of five (5) years.

9.4 In the event that this Agreement is not renewed after five (5) years it shall remain in full force and effect until such time as it is renewed, replaced, or dissolved.

9.5 Any party may withdraw from this Agreement given six (6) months written notice to the other parties. A notice is deemed to be received seven days after it is sent by mail or on the day following transmission if sent electronically. Upon the withdrawal of any party the Agreement shall continue in force between the remaining Member Municipalities.

9.6 The terms and conditions provided within this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the Agreement signatories.

9.7 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

10. Binding Agreement

10.1 This Agreement shall supersede all previous emergency and disaster mutual aid agreements with the exception of the aforementioned fire services agreements whether oral or written among the parties.

IN WITNESS WHEREOF the signing officers on behalf of the parties give authorization to this Agreement by their signature.

Rural Municipality of Newcombe No. 260

Dated this 15th day of August, 2024



[Redacted Signature]

Reeve

[Redacted Signature]

Administrator

Rural Municipality of Chesterfield No. 261

Dated this 13 day of August, 2024



[Redacted Signature]

Reeve

[Redacted Signature]

Administrator

Rural Municipality of Milton No. 292

Dated this 10 day of Sept, 2024



[Redacted Signature]

Reeve

[Redacted Signature]

Administrator

Rural Municipality of Antelope Park No. 322

Dated this 22 day of August, 2024



[Redacted Signature]

Reeve

[Redacted Signature]

Administrator

Town of Eatonia

Dated this 2 day of August, 2024



[Redacted Signature]

Deputy Mayor

[Redacted Signature]

Administrator

Village of Marengo

Dated this 26 day of August, 2024



[Redacted Signature]

Mayor

[Redacted Signature]

Administrator