

BYLAW NO. 01-2026
REGIONAL EMERGENCY MEASURES ORGANIZATION BYLAW

**A BYLAW OF THE VILLAGE OF CRAVEN, IN THE PROVINCE OF SASKATCHEWAN, TO PROVIDE FOR THE
ESTABLISHMENT OF THE LIVING SKY REGIONAL EMERGENCY MEASURES ORGANIZATION AND PROVIDE
FOR REGIONAL MUTUAL AID**

The Council of the Village of Craven in the Province of Saskatchewan, under the provisions of Section 9 of *The Emergency Planning Act*, enacts as follows:

1. SHORT TITLE

1.1 This Bylaw may be cited as "The LSREMO Bylaw."

2. PURPOSE

2.1 The purpose of this Bylaw is to establish a regional Emergency Measures Organization and provide for regional mutual aid.

3. AGREEMENT

3.1 The Village of Craven is hereby authorized to enter into an Agreement to establish the Regional Emergency Measures Organization and provide for regional mutual aid, also known as *The Living Sky Regional Emergency Measures Organization Agreement* identified as Schedule "A" that is attached hereto and forms part of this Bylaw.

4. SIGNING AUTHORITY

4.1 The Mayor and the Chief Administrative Officer of the Village of Craven are hereby authorized to sign and execute the attached Agreement on behalf of the Village of Craven and affix thereto the corporate seal of the Village of Craven.

5. COMING INTO FORCE

5.1 This Bylaw shall come into force and take effect on the final date of passing by Council.

Read a first time this _____ day of _____, 202__.

Read a second time this _____ day of _____, 202__.

Read a third time and passed this _____ day of _____, 202__.

Mayor

[SEAL]

Chief Administrative Officer

Certified to be a true copy of
Bylaw No. _____ adopted by the
Council of the Village of Craven
on the _____ day of _____, 202__.

[SEAL]

Chief Administrative Officer

SCHEDULE "A"
LIVING SKY REGIONAL EMERGENCY MEASURES ORGANIZATION
ESTABLISHMENT & MUTUAL AID AGREEMENT

THIS AGREEMENT is made effective on this _____ day of _____, 202__;

BETWEEN:

Town of Strasbourg
P.O. Box 369
Strasbourg, Saskatchewan S0G 4V0

AND

Town of Southey
P.O. Box 248
Southey, Saskatchewan S0G 4P0

AND

Town of Govan
P.O. Box 160
Govan, Saskatchewan S0G 1Z0

AND

Rural Municipality of Last Mountain Valley No. 250
P.O. Box 160
Govan, Saskatchewan S0G 1Z0

AND

Rural Municipality of McKillop No. 220
P.O. Box 220
Bulyea, Saskatchewan S0G 0L0

AND

Rural Municipality of Longlaketon No. 219
P.O. Box 100
Earl Grey, Saskatchewan S0G 1J0

AND

Village of Bulyea
P.O. Box 37
Bulyea, Saskatchewan S0G 0L0

AND

Village of Duval
P.O. Box 70
Duval, Saskatchewan S0G 1G0

AND

Village of Earl Grey
P.O. Box 100
Earl Grey, Saskatchewan S0G 1J0

AND

Village of Silton
P.O. Box 1
Silton, Saskatchewan S0G 4L0

AND

Village of Craven
P.O. Box 30
Craven, Saskatchewan S0G 0W0

AND

Resort Village of Island View
Comp. 3, R.R. #1
Bulyea, Saskatchewan S0G 0L0

AND

Resort Village of Kannata Valley
P.O. Box 166
Silton, Saskatchewan S0G 4L0

AND

Resort Village of Glen Harbour
P.O. Box 302
Silton, Saskatchewan S0G 4L0

AND

Resort Village of Sunset Cove
P.O. Box 68
Strasbourg, Saskatchewan S0G 4V0

AND

Resort Village of Pelican Pointe
P.O. Box 187
Silton, Saskatchewan S0G 4L0

AND

Resort Village of Saskatchewan Beach
P.O. Box 22
Silton, Saskatchewan S0G 4L0

All hereinafter referred to as the “Party/Parties” in this Agreement.

WHEREAS *The Emergency Planning Act*, 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 Parties have agreed to adopt a regional emergency measures approach including development and implementation of the following:

- Regional Emergency Measures Organization
- Regional Mutual Aid Agreement
- Regional Emergency Management Plan

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- a. **Act** - *The Emergency Planning Act*, Statutes of Saskatchewan 1989, and all amendments thereto.
- b. **Assisting Party** - The Party or Parties that receive and/or respond to a request for mutual aid assistance.
- c. **Chief Administrative Officer** - The person appointed as Administrator pursuant to Section 110 of *The Municipalities Act*.
- d. **Council** - The Mayor and Councillors of the municipality elected pursuant to the provisions of *The Local Government Election Act, 2015*.
- e. **Emergency** - A calamity caused by accident, act of war or insurrection, terrorist activity, or forces of nature or a present or imminent situation or condition that requires prompt action to prevent or limit the loss of life, harm, or damage to the health, safety, and welfare of people and/or damage to property or the environment.
- f. **Emergency Operations Centre** - Used interchangeably with either "Emergency Coordination Centre" or "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.
- g. **Event** - A pre-planned event.
- h. **Hosting Arrangements** - The provision of emergency social services for affected residents in a community other than their own from which mutual aid has been requested.
- i. **Incident** - A situation that may or may not meet the definition of any emergency as defined in *the Act*, but that still requires additional assistance to respond or coordinate support.
- j. **Incident Command System** - An organizational management system under which personnel have been organized for emergency and disaster response activities.
- k. **Local Authority or Local Authorities** - 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:

- i. Town of Strasbourg
- ii. Town of Southeby
- iii. Town of Govan
- iv. Rural Municipality of Last Mountain Valley No. 250
- v. Rural Municipality of McKillop No. 220
- vi. Rural Municipality of Longlaketon No. 219
- vii. Village of Bulyea
- viii. Village of Duval
- ix. Village of Earl Grey
- x. Village of Silton
- xi. Village of Craven
- xii. Resort Village of Island View
- xiii. Resort Village of Kannata Valley
- xiv. Resort Village of Glen Harbour
- xv. Resort Village of Sunset Cove
- xvi. Resort Village of Pelican Pointe
- xvii. Resort Village of Saskatchewan Beach

- l. **Local Emergency Measures Coordinator** - The person appointed by the Council of each Local Authority as per Section 9 of *The Emergency Planning Act*.
- m. **Member Municipality** - A local government entity who is a signatory to this Regional Emergency Measures Organization Agreement.
- n. **Mutual Aid** - The reciprocal provision of resources or services for emergency management purposes where practical and possible between signatory parties of this Agreement.
- o. **Party or Parties** - A member municipality.
- p. **Living Sky Regional Emergency Measures Organization (LSREMO)** - The regional emergency measures organization that includes all Member Municipalities having jurisdiction within the municipal boundaries as defined under "Local Authority" above.
- q. **Regional Emergency Measures Chairperson** - The person that has been appointed by resolution by the LSREMO membership to organize and carry out the administration, planning, coordination, and leadership for regional activities including meetings, training, and events.
- r. **Requesting Party** - The Party that requests Mutual Aid from another Party or Parties.
- s. **Shall** - A required obligation under the terms of this Agreement.

2. ESTABLISHMENT OF REGIONAL EMERGENCY MEASURES ORGANIZATION

2.1 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, including mutual aid provisions, that is organizationally and operationally sound and to facilitate a Regional Emergency Management Plan.

2.2 This Regional Emergency Measures Organization Establishment and Mutual 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.

2.3 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.

2.4 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.

3. ORGANIZATIONAL STRUCTURE

3.1 The Council of each Member Municipality must pass an emergency management bylaw to establish the Regional Emergency Measures Organization or Living Sky Regional Emergency Measures Organization (LSREMO). The LSREMO functions as the Emergency Planning Committee for the whole region.

3.2 Each Member Municipality is required to appoint one municipal Council member to represent their jurisdiction for the LSREMO. Appointed Council members will act as a liaison between the LSREMO and their respective municipal Councils by communicating information from each meeting and bringing forth items requiring Council decision or approval on behalf of the LSREMO.

3.3 Each Member Municipality shall only have one vote at the LSREMO meetings.

3.4 Each Member Municipality will be required to pay an annual membership fee to the LSREMO with the rate determined annually by the LSREMO membership. One of the Member Municipalities as determined by the LSREMO membership will handle management of the LSREMO funds, including invoicing and expense payments.

3.5 Each Member Municipality will be required to appoint their own local Emergency Measures Coordinator as per Section 9 of *The Emergency Planning Act*.

3.6 Members of LSREMO may include:

- a. The Regional Emergency Measures Chairperson (as per Subsection 3.7).
- b. All municipal Council members appointed by their respective Councils (as per Subsection 3.2).
- c. All appointed local Emergency Measures Coordinators within the region or their designate (as per Subsection 3.5).
- d. All Fire Chiefs within the region or their designate.
- e. All municipal Chief Administrative Officers of the Member Municipalities.

3.7 The Regional Emergency Measures Chairperson is appointed by resolution annually at an LSREMO meeting by the members present. The Chairperson is to organize and carry out the administration, planning, coordination, and leadership for regional activities including meetings, training, and events.

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

3.9 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.

3.10 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.

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

3.12 To avoid delays in finding the appropriate assistance, each Member Municipality shall provide the Chairperson with an updated list of the following resources before the end of Q1 each year:

- a. Mobile equipment;
- b. Equipment (small and large);
- c. Material and supplies;
- d. Personnel (responders, documenting staff, first aiders, etc.);
- e. Facilities (with capacity & resources) that may be available;
- f. Hosting arrangements; and
- g. Other items that may be useful during an emergency.

4. MUTUAL AID – REQUESTS FOR ASSISTANCE

4.1 A Local Authority is not required to have activated their local 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 Requests for assistance can be made to the Emergency Measures Chairperson or directly to any of the local Emergency Measures Coordinators of the Member Municipalities. Requests must be made in writing. Where time is of the essence and this cannot immediately be accommodated, a written request shall follow the verbal request as soon as possible.

4.3 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. MUTUAL AID – 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 Assisting Party.

5.2 If any of the aforementioned personnel provisions cannot be provided, the Assisting 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 Assisting Party to and from the incident check-in or reporting location shall be the responsibility of the Requesting Party.

6. MUTUAL AID – PROVISION OF ASSISTANCE

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

6.2 Based on an assessment of its capacity to provide requested resources, the Assisting 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 of the Assisting 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 Assisting Party may confirm in writing the resources that will be provided and an estimated timeframe for arrival. A completed copy 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.

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

7. MUTUAL AID – 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 Assisting Party's personnel shall remain under the direct control of the Assisting 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 Assisting 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. MUTUAL AID - CONDUCT & CONFIDENTIALITY

8.1 All information obtained by the Assisting 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 by 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.

8.4 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.

- 8.5 All personnel must be fit for duty and may be denied access to assist by the Requesting Party where deemed unfit.
- 8.6 All personnel are required to follow any required safety protocols and ensure the safety of themselves, their colleagues, and the public remains a priority.
- 8.7 Requested personnel will not remove items from a work area for souvenir purposes or take photos in unauthorized areas.
- 8.8 Photos of victims or other affected members of the public are prohibited.
- 8.9 Requested personnel will travel only on approved transportation routes and not venture into restricted areas.
- 8.10 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.
- 9.2 Personnel will be reimbursed according to their position and the current pay scale of the Assisting Party. Personnel should not be expected to provide mutual aid assistance at a rate of pay lower than that which they received from their municipality at the time of deployment.
- 9.3 The Assisting 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 Assisting Party's invoice.
- 9.5 Any Assisting Party may waive full or partial reimbursement costs of resources, personnel, loss or damages to the Requesting Party. The Assisting 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 Assisting 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 Subsection 10.1, the Assisting Party is responsible for tracking resource time and costs for later reimbursement and invoicing purposes.

11. CONDITIONS OF AGREEMENT

11.1 It is hereby agreed that Member Municipalities cannot opt out of this Agreement, nor any other existing regional emergency measures mutual aid agreements nor regionally assigned emergency measures organization roles and responsibilities 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.

12. LIABILITY

- 12.1 Each Party shall hold throughout the entirety of this Agreement general liability insurance in an amount not less than five million dollars (\$5,000,000.00) 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.
- 12.2 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 that may result.
- 12.3 Each Party shall maintain their own vehicle and equipment insurance coverage of not less than five million dollars (\$5,000,000.00) per incident.
- 12.4 All insurance policies shall be primary and not contributory.
- 12.5 Any changes or cancellations to policy terms which reduce coverage amounts shall be provided in writing to all other Member Municipalities forthwith.
- 12.6 The Assisting Party shall not be held liable for:
 - a. Failure to respond to a request for assistance or failure to provide assistance.
 - b. Failure to respond or provide assistance within an identified timeframe.
 - c. Any claims that result from a Party's refusal to provide assistance.

13. INDEMNIFICATION

- 13.1 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. This excludes damage or loss caused by the gross or willful misconduct of any of the Parties in the performance of their duties pursuant to this Agreement.

14. DISPUTE RESOLUTION

- 14.1 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.

15. SEVERABILITY

15.1 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 and that the Agreement would fail in its purpose.

16. TERM

- 16.1 Any amendments to this Agreement shall be unanimously approved by all signatory Parties to this Agreement.
- 16.2 This Agreement is considered effective when it has been signed by each of the signatory Parties.
- 16.3 This Agreement shall remain in full force and effect until such time as it is renewed, replaced, or dissolved.
- 16.4 This agreement shall be reviewed annually by the Living Sky Regional Emergency Measures Organization (LSREMO) before the end of Q1 each year.
- 16.5 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 (7) 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.
- 16.6 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.
- 16.7 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

17. BINDING AGREEMENT

- 17.1 This Agreement shall supersede all previous emergency mutual aid agreements with the exception of the aforementioned fire services agreements whether oral or written among the Parties.

IN WITNESS WHEREOF the Parties have affixed their corporate seals as attested by the duly authorized signing officers of the Parties and agree to the above terms:

[Remainder of page left intentionally blank. Individual signature pages to follow]

For the Town of Strasbourg

Mayor

[SEAL]

Chief Administrative Officer

For the Town of Southe

Mayor

[SEAL]

Chief Administrative Officer

For the Town of Govan

Mayor

[SEAL]

Chief Administrative Officer

For the Rural Municipality of Last Mountain Valley No. 250

[SEAL]

Reeve

Chief Administrative Officer

For the Rural Municipality of McKillop No. 220

[SEAL]

Reeve

Chief Administrative Officer

For the Rural Municipality of Longlaketon No. 219

[SEAL]

Reeve

Chief Administrative Officer

For the Village of Bulyea

Mayor

[SEAL]

Chief Administrative Officer

For the Village of Duval

Mayor

[SEAL]

Chief Administrative Officer

For the Village of Earl Grey

Mayor

[SEAL]

Chief Administrative Officer

For the Village of Silton

Mayor

[SEAL]

Chief Administrative Officer

For the Village of Craven

Mayor

[SEAL]

Chief Administrative Officer

For the Resort Village of Island View

Mayor

[SEAL]

Chief Administrative Officer

For the Resort Village of Kannata Valley

Mayor

[SEAL]

Chief Administrative Officer

For the Resort Village of Glen Harbour

[SEAL]

Mayor

Chief Administrative Officer

For the Resort Village of Sunset Cove

[SEAL]

Mayor

Chief Administrative Officer

For the Resort Village of Pelican Pointe

Mayor

[SEAL]

Chief Administrative Officer

For the Resort Village of Saskatchewan Beach

[SEAL]

Mayor

Chief Administrative Officer