

TOWN OF ITUNA

BYLAW NO. 1 - 2000

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT
WITH THE CITY OF MELVILLE FOR THE PURPOSE OF PROVIDING
EMERGENCY MEASURES MUTUAL AID ASSISTANCE**

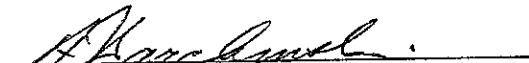
THE COUNCIL of the Town of Ituna, in the Province of Saskatchewan,
enacts as follows:

1. The Town of Ituna is hereby authorized to enter into an agreement,
attached hereto and forming part of this bylaw, and identified as
Exhibit A with the following:

City of Melville,
P. O. Box 1240,
Melville, Saskatchewan.
S0A 2P0

for the purposes stated within the agreement.

2. The Mayor and Town Administrator of the Town of Ituna are hereby
authorized to sign and execute the attached agreement identified
as Exhibit A.
3. This agreement shall be in effect upon execution.


Mayor

SEAL

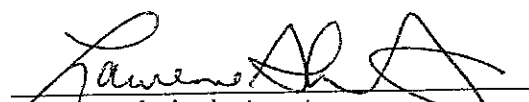

Town Administrator

EXHIBIT "A"

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CITY OF MELVILLE, Saskatchewan a Municipal Corporation,
hereinafter referred to as

and
THE PARTY OF THE FIRST PART

THE PARTY OF THE SECOND PART

WHEREAS the Party of the First Part maintains an Emergency Planning Department in accordance with the Emergency Measures Act, 1989 for emergency disaster protection within its boundaries; and

WHEREAS the Party of the Second Part wish to arrange for the City of Melville Emergency Planning Department to provide Mutual assistance to the residents of the Party of the Second Part.

NOW THEREFORE, in consideration of other premises, conditions, covenants and provisions hereinafter contained and set forth, the parties agree as follows:

1. That each party to the agreement will assist any other party to the agreement in the event of a disaster as outlined in the Emergency Measures Act, 1989, upon notification of a declaration of a state of local emergency or a declaration by the Province of Saskatchewan.
2. That the Party of the First Part be recognized as the Emergency Response Centre.
3. That, all parties entering into this Agreement shall agree to adopt and recognize the City of Melville's Emergency Planning Coordinator as the Mutual Aid Coordinator.
4. That the objectives of the Emergency Measures Mutual Aid are as follows:
 - a) To provide a unified, effective organization involving neighbouring communities to lend reciprocal assistance, expertise, and equipment in a declared disaster or needed situation.
 - b) To provide an effective program of communications involving modern equipment and training in the event of a disaster.
 - c) To meet and prepare an up to date list of available resources in each community inclusive of equipment and manpower services.
 - d) To prepare the necessary documentation to be submitted to the responsible bodies in the attainment of material, funding, or consultative services for the betterment of the program.
6. That, without limiting the general activities of the Emergency Measures Mutual Aid, the following projects receive priority:
 - a) To implement a more effective and current area communications system.
 - b) To develop and utilize Emergency Response Training Centres.
 - c) To prepare and update the various resource manuals.
 - d) To secure modern Emergency Response Units and Equipment
 - e) To develop and implement Planning and Publicity projects.
7. That, the Party of the First Part shall not be financially obligated to the Party of the Second Part without limiting any assistance offered from the Party of the First Part to the Party of the Second Part.

8. That, the City shall abide by the regulations set forth by the Emergency Measures Act, 1989, to prevent any unnecessary damage to property and to avoid accidents to workers or other persons. In the event of injury to members of this agreement or third parties the Municipality shall indemnify and save harmless each other from any and all actions, causes of actions, claims, demands and remedies received or sustained by any third party or to the property of any third party resulting from the initiation of a state of local emergency or state of emergency by any of the parties involved or rendering any services by the City under this Agreement.

9. IN WITNESS WHEREOF the Parties hereunto have caused their respective corporate seals to be affixed hereto attested by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

on behalf of the Party of the

First Part this Day of

A.D., 199

(SEAL)

in the presence of

THE CITY OF MELVILLE

.....
Mayor

.....
City Manager

SIGNED, SEALED AND DELIVERED

on behalf of the Party of the

Second Part this Day of

A.D., 199

(SEAL)

in the presence of

Town of Ituna

.....
Mayor

.....
Town Clerk