VILLAGE OF FROBISHER

BYLAW NO. 01-2026

MUTUAL AID AGREEMENT BYLAW

The Council of the Village of Frobisher, in the Province of Saskatchewan enacts as follows:

This Bylaw may be referred to as the "Mutual Aid Bylaw".

The purpose of this bylaw is to provide for entering into an agreement with neighbouring municipalities to establish a plan for co-ordination of municipal services in the event of fire and/or disaster.

The Council of the Village of Frobisher enacts as follows:

1. That the Village of Frobisher enter into an Agreement identified as Exhibit "A", attached hereto and forming part of this Bylaw with the following municipalities:

Rural Municipality of Argyle #1	Village of Gainsborough
Rural Municipality of Mount Pleasant #2	Village of Carievale
Rural Municipality of Enniskillen #3	Village of Storthoaks
Rural Municipality of Coalfields #4	Village of Frobisher
Rural Municipality of Storthoaks #31	Village of Alida
Rural Municipality of Reciprocity #32	Town of Carnduff
Rural Municipality of Moose Creek #33	Town of Alameda
Rural Municipality of Browning #34	Town of Oxbow
	Town of Lampman
	Town of Bienfait

2. The Mayor and Administrator of the Village of Frobisher are hereby authorized to sign and execute the Agreement, the terms of which are set out in Exhibit "A".

3. Bylaw 06-2024 is hereby repealed.

Read a third time and adopted this 20th day of January, 2026.

VILLAGE OF FROBISHER Seal

Mayor

Administrator

Certified a true copy of
Bylaw No. 01-2026 adopted by resolution of
Council on the 20th day of January, 2026

Administrator

BYLAW NO. 01-2026 – MUTUAL AID BYLAW

Exhibit "A"

Between:

Rural Municipality of Argyle #1
Rural Municipality of Mount Pleasant #2
Rural Municipality of Enniskillen #3
Rural Municipality of Coalfields #4
Rural Municipality of Storthoaks #31
Rural Municipality of Reciprocity #32
Rural Municipality of Moose Creek #33
Rural Municipality of Browning #34

Village of Gainsborough
Village of Carievale
Village of Storthoaks
Village of Frobisher
Village of Alida
Town of Carnduff
Town of Alameda
Town of Oxbow
Town of Lampman
Town of Bienfait

This Agreement witnesseth as follows:

1. **Formation of a Mutual Aid Area**
   That each of the parties whose Mayor (for an urban and American municipality), or Reeve (for a rural municipality), Administrator or Chief Administrative Officer (for an urban or rural municipality), sign this agreement and affix their seal, agree to form a Mutual Aid area. Once the seal and signatures are attached to this agreement, a Mutual Aid area is deemed to be formed between the signatory parties, regardless of whether all parties have signed.

2. **Purpose of the Agreement**
   That the parties understand this agreement is for Mutual Aid purposes and exists only in relation to the operations of the respective municipal fire departments for fire and rescue service assistance.

3. **Commitment to Assist**
   That each party to the agreement will assist any other party in the event that more resources are required in responding to an emergency event. The parties mutually acknowledge that each may not, in all cases, be able to respond with sufficient resources.

4. **Objectives of the Mutual Aid Area**
   a. To provide a unified, effective area of coverage that encompasses each party's respective jurisdictions to lend reciprocal assistance, expertise, and equipment for fire and rescue services;
   b. To meet at least annually to prepare an up-to-date list of the available resources in each community, including equipment and manpower services;
   c. To, as much as is possible, plan and participate jointly in training opportunities delivered within the mutual aid area.

5. **Authorization to Request Assistance**
   The Fire Chief, or designate, is authorized to request assistance.

6. **Requesting Assistance**
   In the event that a fire department determines that assistance is required, the Fire Chief or designate of the requesting party will request assistance from the Fire Chief or designate of the assisting party.

7. **Direction at Scene**
   The assisting party shall, unless command is transferred at the scene, provide assistance under the direction of the Fire Chief or designate of the requesting party.

8. **Assisting Party Operating Alone**
   In the event that the assisting party is the only party at the scene, the assisting party shall provide emergency services in accordance with its own policies and operating procedures.

9. **Right to Decline**
   The Fire Chief or designate of the assisting party has the unfettered discretion to decline providing assistance when requested and may choose whether or not to state reasons.

10. **Fee Schedule**
    The assisting party shall charge fees for the provision of fire and rescue services in accordance with the rates in the "Fee Schedule," attached to and forming part of this agreement, which may be revised from time to time by mutual agreement of all parties.

11. **Insurance Requirements**
    The parties covenant and agree that each shall carry insurance covering their respective equipment and comprehensive general liability insurance at commercially reasonable rates.

12. **Withdrawal from Agreement**
    This agreement shall be continuous; however, any party may withdraw by providing written notice to every other party sixty (60) days in advance.

13. **Indemnification**
    The requesting party shall, in respect of third-party claims of any nature arising from the provision of fire and rescue services by the assisting party under this agreement, indemnify and hold harmless the assisting party from all losses, costs, claims, expenses, demands, actions, and causes of action asserted by any third party and arising in any way from performance or non-performance under this agreement by the assisting party.
    The covenants of indemnity shall survive termination of this agreement with respect to any cause of action arising during the term of the agreement.

Mutual Aid
"Fee Schedule"

1. The cost of fire prevention, suppression, and emergency response services shall be:
   a. Billed at a flat rate of $1,000 per hour, with a minimum flat rate charge of $500 per call;
   b. Billed for any and all consumables used at the site, at cost;
   c. Billed for any and all subcontractors used at the site, at cost;
   d. Billed directly to the municipality that established the assisting party.

KMC

Village of Frobisher



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Mayor

_____

Administrator