

Rural Municipality of North Battleford No. 437

BYLAW No. 4-2023

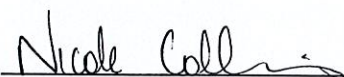
A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR THE FURNISHING OF FIRE FIGHTING SERVICES AND EQUIPMENT

The Council of the Rural Municipality of North Battleford No. 437, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of North Battleford No. 437 is hereby authorized to enter into agreements that are attached hereto and forming part of this bylaw identified as EXHIBIT A with the:
 - City of North Battleford
2. The Reeve, Administrator and Fire Chief of the Rural Municipality of North Battleford No. 437 are hereby authorized to sign and execute the attached agreement identified as EXHIBIT A.



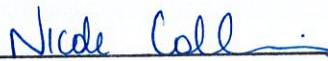
Reeve



Administrator



Certified a true copy of Bylaw No. 4-2023
adopted by resolution of Council on the 9 day of
August 2023



Administrator



**MUTUAL AID AGREEMENT BETWEEN THE CITY OF NORTH BATTLEFORD AND THE
RURAL MUNICIPALITY OF NORTH BATTLEFORD No. 437**

This Mutual Aid Agreement ("Agreement") is entered into by and between the City of North Battleford ("City") and the Rural Municipality of North Battleford No. 437 ("RM 437"), collectively referred to as the "Parties".

WHEREAS, the City and the Rural Municipality of North Battleford No. 437 recognize the need for mutual aid and assistance in times of emergency or disaster;

WHEREAS, the City and the Rural Municipality of North Battleford No. 437 desire to enter into a formal agreement to provide such mutual aid and assistance;

NOW, THEREFORE, the Parties agree as follows:

Purpose and Scope of Agreement

The purpose of this Agreement is to establish a framework for the provision of mutual aid and assistance between the City and the Rural Municipality of North Battleford No. 437 in response to emergencies or disasters. The Parties agree to provide assistance to each other in accordance with the terms and conditions of this Agreement.

Activation of Mutual Aid

Either Party may request mutual aid assistance from the other Party. Requests for mutual aid shall be made through the appropriate channels and shall include information on the nature and scope of the emergency or disaster, the specific resources and personnel needed, and the expected duration of the response.

Response to Mutual Aid Requests

The Party receiving a mutual aid request shall respond promptly and to the best of its ability, subject to its own resource availability and operational constraints. The responding Party shall provide the requested assistance in accordance with the terms and conditions of this Agreement.

Command Structure / Authorities

Both Parties agree to operate under and utilize the ICS system. (Incident Command System). As incidents grow in size or become more complex a more highly qualified incident commander may be assigned by the responsible jurisdiction. This agreement does not affect any firefighters right to refuse dangerous work under the Saskatchewan employment act.

Resource Allocation

The Parties agree to allocate resources fairly and equitably based on the needs of the emergency or disaster. The allocation of resources shall be determined by the responding Party in consultation with the requesting Party.

Resource Release

Resources of the responding party shall be released as soon as reasonably practical. This release shall be determined by the incident commander. Resources shall be released immediately should an event requiring a response in the responding parties jurisdiction occur.

Reimbursement for Mutual Aid

The Parties agree to seek reimbursement for any costs incurred as a result of providing mutual aid assistance. Both parties agree reimbursement for time shall be from the initial response time of the responding unit until the back in service for each responding unit. The requesting Party shall reimburse the responding Party for all actual costs incurred in providing such assistance, unless otherwise agreed upon by the Parties. Reimbursement shall be in accordance with schedule of fees Bylaw for the City and in schedule of fees for the RM. Both parties agree to notify each other of rate changes occurring to their schedule of fees for personnel and apparatus.

Liability and Indemnification

Each Party shall assume liability for its own actions in providing mutual aid assistance under this Agreement. The Parties agree to indemnify and hold harmless each other and their respective officers, employees, and agents from any and all claims, liabilities, damages, and expenses arising from the provision of mutual aid assistance under this Agreement. This indemnification shall include workers compensation injuries.

Termination of Agreement

This Agreement may be terminated by either Party upon written notice to the other Party. Termination of this Agreement shall not affect any mutual aid response initiated prior to the effective date of termination. Six months written notice shall be required for termination of the agreement.

Amendment and Modification

This Agreement may be amended or modified by written agreement of both Parties.

Governing Law

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

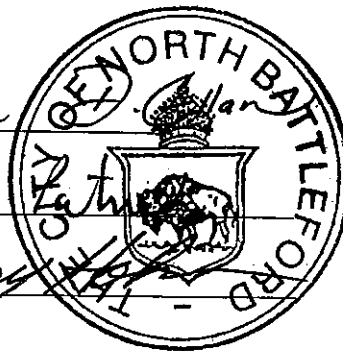
IN WITNESS WHEREOF, the Parties have executed this Agreement as of 18 day of July, 2023

City of North Battleford:

Mayor: _____

City Manager: _____

Fire Chief: _____



Rural Municipality of North Battleford:

Reeve: _____

Chief Administrative Office: _____

Fire Chief: _____

