

## MUTUAL AID FIRE AGREEMENT

**THIS AGREEMENT** made this 7th day of February, 2022

BETWEEN:

**COUNTY OF GRANDE PRAIRIE NO. 1**

("County")

OF THE FIRST PART

- AND -

**CITY OF GRANDE PRAIRIE**

("City")

OF THE SECOND PART

**WHEREAS** the parties to this Agreement are all Municipal Corporations within the Province of Alberta, incorporated pursuant to the *Municipal Government Act*, RSA 2000, M-26, as amended;

**AND WHEREAS** each party to this Agreement provides fire protection services within their respective boundaries;

**AND WHEREAS** each of the parties hereto acknowledge and agree that it is desirable and to the parties' mutual benefit that from time to time, each be able to provide fire protection assistance to the other party to this Agreement;

**AND WHEREAS** the parties hereto wish to enter into this Agreement to formalize the systems and procedures which can be utilized for the parties to request mutual aid and assistance from each other and to respond to such requests;

**AND WHEREAS** the respective municipal councils of both parties to this Agreement have approved the terms and conditions herein thereby authorizing each of the parties to enter into this Agreement;

**AND WHEREAS**, the parties hereto are committed to demonstrate public equity through the reasonable commitment and distribution of resources within their jurisdiction to ensure that no participant unfairly benefits at the expense of the other participant;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual terms, covenants and agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

1. In this Agreement, the following words and terms shall have the following meanings:

- a) "Assistance" shall mean firefighting or fire protection services available pursuant to this Agreement. Assistance may relate to incidents which the Requesting Party does not attend or does not believe it will attend, or incidents which the Requesting Party does attend, but believes it would be prudent to require further or other forces for firefighting/protection purposes;
  - b) "Automatic Aid" shall mean assistance that is dispatched automatically as determined by the parties from time to time pursuant to the Standard Operating Procedures agreed upon;
  - c) "Call for Service" shall mean a call received by the Dispatch Centre requiring the Assistance from either or both parties to this Agreement;
  - d) "Claims" shall mean any and all manner of action or actions, cause or causes of action, suits, proceedings, demands, debts, dues, sums of money, costs, expenses and damages of every nature and kind arising at law, equity, statute or otherwise which any party or third party has, had, or may have;
  - e) "Closest Station" shall mean the closest fire station, geographically and by road travel distance as decided by both parties;
  - f) "Dispatch Centre" shall mean the dispatch centre taking and transferring 911 emergency fire calls related to fires within the geographic boundaries of the parties to this Agreement;
  - g) "Effective Date" shall mean February 7, 2022;
  - h) "Equipment" shall mean firefighting vehicles, apparatus and equipment;
  - i) "Requesting Party" shall mean a party to this Agreement which requests Assistance from the other party to this Agreement; and
  - j) "Responding Party" shall mean a party to this Agreement which responds to the request for Assistance made by a Requesting Party or Dispatch Centre;
2. Subject to the terms and conditions of this Agreement, any party to this Agreement may request the Assistance of the other party to this Agreement.
3. Subject to the terms and conditions of this Agreement, the parties to this Agreement agree that they will endeavor to provide Assistance to the other party to this Agreement, upon request. However, the parties hereto acknowledge and agree that there are and will be times and circumstances in which Assistance cannot be provided. Without restricting the generality of the forgoing, Assistance may be refused when the Responding Party or its designate or Fire Chief, or his or her designate, deems it imprudent or unsafe to provide such Assistance. At all times, whether or not Assistance will be provided, and the nature of the Assistance to be provided, if any, will be in the unfettered discretion of the Responding Party.

4. This Agreement shall come into force and effect upon the Effective Date, and shall remain in full force and effect until termination. This Agreement may be terminated at any time by either party upon six (6) months' written notice to the other party.
5. Each party agrees to keep track of their assistance to the other party pursuant to this Agreement for the purpose of reporting to their respective councils regarding the provision of services and reciprocity of aid regarding fire services in their jurisdictions. This Agreement may be reviewed from time to time at the request of either party.
6. This Agreement shall not be modified, varied or amended except by the written agreement of the parties.
7. It is understood that this Agreement shall be reviewed on an annual basis by the parties, and as deemed appropriate from time to time by either party. To facilitate this review and evaluation regarding the functionality between the parties and to determine costs and expenses.
  - a) A steering committee shall be established to manage the general operation of the relationship created by this Agreement (the "Steering Committee");
  - b) The Steering Committee shall meet on a regular basis by mutual agreement, though in any event shall meet at least once in every twelve month period. A quorum for any Steering Committee meeting shall be present if no less than two (2) representatives of each of the parties are present;
  - c) Either party may at any time replace a representative appointed by it, provided at all times the Steering Committee shall be constituted of the following representation:
    - (i) City 3 representatives
    - (ii) County 3 representatives
  - d) At each meeting, one representative shall act as recorder and shall distribute the minutes of the meetings; and
  - e) Subject to the foregoing, the Steering Committee may from time to time establish one or more sub-committees to address specific matters related to the operation of this Agreement or the relationship created by this Agreement, and the Steering Committee may establish the terms of reference of any such sub-committees.
8. All requests for Assistance pursuant to this Agreement, unless dispatched by or through the Dispatch Centre, shall be directed to the authorized representative of the Responding Party. For greater clarity, authorized representative is limited to the Fire Chief or his designate as determined by each of the parties' bylaws, policies and procedures ("Authorized Representative").

9. This Agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, the possibility of joint purchasing, communications coordination, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance the ability of the City's and County's fire departments to fulfill their missions.
10. Nothing in this Agreement shall limit the ability of either party from agreeing to participate in more specific contracts for services, mutual assistance or Automatic Aid; nor shall this Agreement prohibit any party from providing emergency assistance to another jurisdiction which is not a party to this Agreement.
11. A Responding Party may, after responding to a request for Assistance, withdraw their Assistance in the event that the Responding Party, the Responding Party's Authorized Representative, deems it prudent or desirable to withdraw Assistance. Without restricting the generality of the forgoing, Assistance may be withdrawn if the Responding Party's Equipment or services are required elsewhere, or if it is deemed to be unsafe to provide or continue providing Assistance.
12. If at any time while this Agreement is in effect a party closes a fire station, or reduces the level of fire, medical or emergency services provided within its municipal or jurisdictional boundaries, the party closing said fire station or reducing services shall give a minimum of four (4) months' notice to the other party to this Agreement.
13. When a Call for Service is received at the Dispatch Centre for specific locations as detailed in the Standard Operating Procedures regarding proximal dispatch, the Dispatch Centre shall dispatch the fire crew from the Closest Station to attend at the call, regardless of jurisdictional ownership. The Requesting Party shall also be dispatched and will work cooperatively with the Responding Party based on the needs of the incident as outlined in the Standard Operating Procedures agreed upon.
14. The City commits to implementing a Computer Aided Dispatch ("CAD") system at the Dispatch Centre that automatically selects the closest, most appropriate unit(s) for dispatch from both the City and the County. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system that utilizes geographic information system (GIS) and automatic vehicle location (AVL) systems for the mutual benefit of both parties. Both parties commit to equip their fleet of vehicles within their respective fire departments and to take whatever steps that are necessary to implement the CAD system.
15. The parties agree that when providing Assistance, the command and control structure detailed in the Standard Operating Procedures regarding incident command will apply.
16. Information related to incident response shall be shared by the parties to ensure each party can fulfill their reporting duties as per applicable legislative requirements.
17. Each party shall retain ownership of any Equipment and property it brings to the performance of this Agreement and shall retain ultimate control over its employees, agents and property.

18. Each of the parties shall at all times do all such further acts and execute and deliver all such further deeds and documents as shall be reasonably required to fully perform the terms and conditions of this Agreement. Without restricting the generality of the foregoing, if at any time it is determined that the implementation of new communications infrastructure is necessary to meet the operational requirements of the CAD system, the City or County's fire department, as the case may be, shall assist the other party in facilitating all necessary steps to implement the new communications infrastructure, including the signing of authorizations and agreements, providing access, and any other collaboration as may be required for system implementation.
19. The parties agree to work together in a spirit of cooperation to improve response time to incidents and to provide exceptional community services in the region.
20. In providing Assistance, a Responding Party shall not be required to provide any Equipment which is not owned by the Responding Party, or employees or volunteers who are not employed or usually utilized by the Responding Party in the normal course of its day-to-day operations.
21. It is acknowledged and agreed by the parties hereto that a Responding Party providing Assistance pursuant to this Agreement shall not be entitled to bill or charge the Requesting Party for Equipment or services, or for the Assistance being provided. However, each party to this Agreement agrees that they shall indemnify and save harmless any Responding Party from which they request Assistance, in accordance with the terms and provisions of this Agreement.
22. The City shall be liable to the County for and indemnify and save harmless the County, its servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the County or which the County may pay or incur and which arises out of or in connection with:
  - a) Any of the rights, licenses or privileges granted to the City pursuant to this Agreement; and
  - b) Any breach, violation or non-performance by the City of its covenants or obligations pursuant to this Agreement.

excepting where such liability arises out of the sole negligence of the County, its servants, agents or employees. In case of contributory negligence, the County shall be responsible for its proportion of loss.

23. The County shall be liable to the City for and indemnify and save harmless the City, its servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made

against the City which the City may pay or incur and which arises out of or in connection with:

- a) Any of the rights, licenses or privileges granted to the County pursuant to this Agreement; and
- b) Any breach, violation or non-performance by the County of its covenants or obligations pursuant to this Agreement.

excepting where such liability arises out of the sole negligence of the City, or its servants, agents or employees. In case of contributory negligence, the City shall be responsible for their respective proportion of loss.

24. Notwithstanding paragraph 21, 22 and 23 of this Agreement, the parties to this Agreement all covenant and agree that a Responding Party will not in any way be liable to a Requesting Party for:
  - a) Failure to respond to a request for Assistance, or failure to provide Assistance;
  - b) Failure to respond to a request for Assistance within a certain period of time, or in a timely fashion;
  - c) Consequential, indirect, exemplary or punitive damages;
  - d) Economic loss;
  - e) Any Claims that arise as a result of a party's refusal or inability to provide Assistance; and
  - f) Any Claim that arises or results from the manner in which a Responding Party provides or does not provide Assistance, save and except Claims directly arising from the sole negligence of the Responding Party while providing Assistance.
25. The Parties hereto shall, at their own respective cost and expense, maintain in full force and effect during the term of this Agreement, general liability insurance in an amount not less than \$5,000,000.00 per occurrence for personal injury and/or property damage, together with such other insurance that may be agreed to in writing by the parties hereto as being reasonable and obtainable.
26. Nothing in this Agreement, nor any of the acts of any party hereto shall be construed, implied or deemed to create a relationship of agency, partnership, joint venture, or employment as between the parties hereto, or any of them, and none of the parties have the authority to bind any other party to this Agreement to any obligation of any kind.
27. No party may assign this Agreement without the written consent of the other parties hereto.

28. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this Agreement.
29. In this Agreement, the singular shall mean the plural, and the masculine the feminine, and vice versa, as the context of this Agreement may require.
30. The parties agree that all actions, complaints and disputes between them arising from this Agreement will first be dealt with by the Steering Committee to attempt negotiation between the parties. If negotiation is unsuccessful, the matter shall be resolved by arbitration before a single arbitrator agreed upon by the parties, or in default of such agreement, before a single arbitrator appointed by the Court. Either party may make application to the Court for the appointment of a single arbitrator at any time after thirty (30) days from the date of the dispute. An arbitrator selected by the parties or appointed by the Court must be qualified to conduct the arbitration by having the knowledge, experience, ability and expertise to perform the arbitration relative to the nature of the dispute between the parties. Arbitration shall be conducted in accordance with the *Arbitration Act*, RSA 2000, c. A-43. Unless agreed otherwise in writing between the parties, the arbitration shall take place in Grande Prairie, Alberta and the costs of the arbitrator shall be shared equally between the parties. Subject to judicial review, the decision of the arbitrator shall be final and binding on the parties.

The parties may mutually agree to attempt to resolve any dispute or issue which may be referred to arbitration by alternative dispute resolution, including mediation, facilitation or other form of dispute resolution. When alternative dispute resolution is used, the time limits related to arbitration are suspended. If the dispute or issue is resolved using alternative dispute resolution, the resolution is to be in writing.

When there is a dispute between the parties, reasonable efforts for mitigation are to be taken.

During any arbitration proceedings, the parties shall continue to operate their respective fire departments in accordance with the terms of this Agreement and any changes or modifications made hereto as agreed upon in writing by the parties.

31. The parties hereto acknowledge and agree that the parties have entered into other agreements for the provision of fire services, including an emergency management aid agreement, as they are both part of the Grande Prairie Regional Emergency Partnership and may be part of other regional agreements. This Agreement is not dependent upon any other agreement, but rather is independent thereof, and contains separate and distinct terms and covenants which are intended to operate notwithstanding the provisions of any other agreements. However, if a state of local emergency is declared pursuant to the *Emergency Management Act*, E-6.8 RSA 2000 as amended, this Agreement shall be of no force and effect while an emergency management aid agreement is in effect that binds either party to this Agreement.
32. The parties hereto shall notify all of their fire department officers, staff and agents of this Agreement so that they may become familiar with this Agreement, and its terms.

33. The parties will ensure that nothing within this Agreement is contrary to language within their respective Collective Bargaining Agreements.
34. All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by a party shall be given in writing by personal delivery or by registered mail, postage prepaid, or by e-mail to the other party as follows:

In the case of the County of Grande Prairie No. 1, addressed to:  
*10001 - 84<sup>th</sup> Avenue, Clairmont, Alberta T8X 5B2*  
Attention: Fire Chief - Dan Verdun  
E-mail: dverdun@countygpa.ab.ca

In the case of the City of Grande Prairie, addressed to:  
*P.O. Bag 4000, Grande Prairie, Alberta T8V 6V3*  
Attention: Fire Chief - Preben Bossen  
E-mail: pbossen@cityofgp.com

or at such other address as may be given by such person to the other Parties in writing from time to time.

35. The parties acknowledge that they are all subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c.F-25 [FOIP] and that as such, a party may be requested to disclose any records relating to this Agreement and under their custody or control, including, without limitation, the contents of this Agreement. Any such disclosure will be made in accordance with the provisions of FOIP. Non-disclosure of information requested is according to the exemption from disclosure provisions in FOIP or other applicable privacy laws. When a request for disclosure has been made to one party for matters which are directly or indirectly related to this Agreement, the other party is to be made aware of the type and nature of the request for disclosure before any records are disclosed.
36. Nothing in this Agreement shall constitute the granting by a parties of any approval or permit as may be required pursuant to the MGA, and any amendments thereto, and any other legislation in force in the Province of Alberta. The parties, as far as they can legally do so, shall only be bound to comply with and carry out the terms and conditions of this Agreement, and nothing in this Agreement restricts the parties, or their respective municipal councils, officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.
37. The parties acknowledge that, in executing this Agreement, they have had the opportunity to seek the advice of independent legal counsel and have read and understand all of the terms and conditions of this Agreement and agree to be bound by them.
38. If, and only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or void, then the parties shall be relieved of all obligations arising




under such provision, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable and to achieve the same objective as shall be substituted. The remainder of this Agreement is not affected by such declaration and shall be enforced to the extent permitted by law.


39. In providing services under this Agreement, the parties shall at all times comply with the requirements of all applicable legislation of Canada and of Alberta. The parties hereto further acknowledge and agree that they will comply with all laws, rules, regulations, and codes applicable to the provision of firefighting services within the Province of Alberta.
40. Any reference to any specific provision of any legislation shall be deemed to include any other provision enacted in substitution or replacement thereof whether by amendment, revision or consolidation or by the enactment of separate legislation.
41. The waiver by any of the parties of the strict performance of any term or condition in this Agreement shall not constitute a waiver of any other term or condition nor shall it be deemed a waiver of any subsequent breach of the same or of any other term or condition in this Agreement.
42. This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument, notwithstanding their date of execution.
43. The parties agree that this Agreement may be transmitted by email in PDF format and that the reproduction of signatures by email will be treated as binding as if originals and each party undertakes to provide the other party with a copy of the Agreement bearing original signatures forthwith upon demand.


**IN WITNESS WHEREOF** the parties hereto have set their seals and hand of their proper officials on the day and year first written above.

**County of Grande Prairie No.1**

**City of Grande Prairie**

Per:   
Joulia Whittleton,  
Chief Administrative Officer

Per:   
Danielle Whiteway  
Chief Financial Officer

Per:   
Leanne Beaupre  
Reeve

Per:   
Jackie Clayton  
Mayor











# Mutual Aid Fire Agreement - City County - Final - April 2022

Final Audit Report

2022-05-10


Created:	2022-04-27
By:	Lorna Harder (lharder@cityofgp.com)
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 Agreement completed.

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