



June 13, 2016 Regular County of Grande Prairie No. 1 Council Meeting

**Re: Northwest Alberta Emergency Resource Agreement
Affirmation Document of the Resolution in Council with Corporate Seal**

Resolution No. CM20160613.1003

MOVED BY B. MARSHALL that Council approve the Northwestern Alberta Emergency Resource Agreement as presented.

CARRIED

Signed this 18 day of July, 2016.

COUNTY ADMINISTRATOR (W.A. (BILL) ROGAN)

REEVE LEANNE BEAUPRE

NORTHWEST ALBERTA EMERGENCY RESOURCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ A.D. 20 ____

BETWEEN:

List of signing parties.

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

AND WHEREAS the purpose of this agreement is provide the ability for signatories to access needed resources to mitigate or support emergency response initiatives from sources outside predetermined mutual aid agreements.

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 any or all of the other parties to this Agreement;

AND WHEREAS the parties hereto wish to enter into this Agreement to formalize the systems and procedures which can be utilized in order for the parties to request fire resources and assistance from the other party to this Agreement and to respond to such requests;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, agreements and premises set out herein, the parties hereto hereby agree as follows:

1. In this Agreement, the following words and terms shall have the following meanings:
 - a) "Assistance" shall mean firefighting, fire protection or other resources 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) "Claims" shall mean any and all manner of action or actions, cause or cause 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 has, had, or may have.

- c) "Effective Date" shall mean _____, 2016.
 - d) "Equipment" shall mean firefighting vehicles, apparatus and other equipment.
 - e) "Personnel" shall mean firefighters, fire officers, command and general staff.
 - f) "Consumables" shall mean tools, equipment and products once used cannot be recovered.
 - g) "Designated Officer" shall mean person whom in their scope of responsibilities can authorize the employment or deployment of equipment, personnel, consumables and delegations of authority for the provision of services.
 - h) "Requesting Party" shall mean a party to this Agreement which requests Assistance from another party to this Agreement.
 - i) "Responding Party" shall mean a party to this Agreement which responds to the request for Assistance made by a Requesting Party.
 - j) "Information Flow" shall mean the collection and dissemination of information in regard to signatory parties and designated officer (s)
2. If a Mutual Aid Agreement exists between the Requesting Party and Responding Party that agreement shall take precedence over this Agreement.
 3. Subject to the terms and conditions of this Agreement, any party to this Agreement may request the Assistance of another party to this Agreement.
 4. 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.
 5. This Agreement shall come into force and effect upon the Effective Date, and shall remain in full force and effect until each of the parties hereto withdraws from this Agreement in accordance with the provisions of this Agreement.
 6. Any one of the parties to this Agreement may withdraw from this Agreement by providing the other party with six (6) months written notice of their intention to withdraw.

7. All requests for Assistance pursuant to this Agreement shall be directed to the Designated Officer of the Responding Party. In the event that the authorized representative of the Responding Party is someone other than the Responding Party's Designated Officer, the authorized representative will confirm the request with the Responding Party's Designated Officer, or his or her designate as soon as reasonably possible. If the Responding Party's Designated Officer or designate cannot be contacted, the Responding Party may, but will not be required to, respond.

The Requesting Party shall complete the request form "Appendix A" and forward to the manager or designate of the Responding Party at the time of request or as soon as reasonably possible.

8. The Requesting Party Designated Officer may delegate authority to another Responding Party to, request, employ or command equipment or personnel as defined. When operating under the delegation of authority the party doing so must present the delegation of authority form to any Party which is to be requested, employed or commanded.

The delegation of authority form is provided in Appendix C of the document.

9. 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 Designated Officer, or the designate of either of them, 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 it is deemed to be unsafe to provide or continue providing Assistance.

10. When providing Assistance, the following command and control structure will apply:

- a. The first fire department of a Party to arrive at the scene of an incident shall assume incident command;
- b. In the event that a Responding Party is the first fire department to arrive at the scene of an incident, the Responding Party will assume incident command until such time as the Requesting Party's fire department arrives and is ready to assume incident command;
- c. The Requesting Party shall have incident command over all incidents which occur within its geographic boundaries, provided that the Requesting Party's fire department is in attendance and does not relinquish incident command;
- d. Commands and requests of an incident commander shall be communicated in accordance with the command structure of the department to whom the commands or requests are directed;

11. In providing Assistance, a Responding Party shall not be required to provide Equipment which is not owned by the Responding Party, or employees or volunteers who are not employed or usually utilized by the Responding Party.

12. It is acknowledged and agreed by the parties hereto that a Responding Party providing Assistance pursuant to this Agreement shall 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 will, and hereby does, indemnify and save harmless any Responding Party from which they request Assistance, in accordance with the terms and provisions of this Agreement.

A rate schedule for the purposes of billing is provided in Appendix B of the document.

13. A Requesting Party to this Agreement shall and hereby does indemnify and save harmless a Responding Party who provides Assistance to that Requesting Party from and against all Claims, of every nature and kind whatsoever including Claims arising from damaged property, or injury to persons, which arise out of, or are in anyway attributable to the provision of Assistance, except those Claims which are due to the gross negligence of any employee, volunteer or representative of the Responding Party.
14. A Requesting Party shall, and hereby does, indemnify and save harmless a Responding Party from and against all Claims relating to the injury or death to persons responding to a request for Assistance from that Requesting Party, except where caused by the gross negligence of the Responding Party.
15. Notwithstanding paragraph 10, 11 and 12 of this Agreement, the parties to this Agreement 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;
 - 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 gross negligence of the Responding Party while providing Assistance.
16. 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.

17. 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.
18. No party may assign this Agreement without the written consent of the other parties hereto.
19. 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.
20. 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.
21. 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 in the same instrument, notwithstanding their date of execution.
22. In the event that any dispute arises pursuant to the terms of this Agreement, or the interpretation thereof, the parties hereto agree that, in the event that such a dispute cannot be resolved by mutual negotiations, they will submit the dispute to a third party arbitrator for a determination of the dispute pursuant to the *Arbitration Act of Alberta*. The costs of the arbitrator will be shared equally between the parties to any such dispute.
23. The parties hereto will notify their fire department officers of this Agreement so that they may become familiar with this Agreement, and its terms.
24. 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.
25. Each party will provide a list of designated officer (s) including primary and emergency contacts to the party managing information flow.
26. It is the responsibility of each party to update the party managing information flow of adoption or changes in status on or before January 31 of each year. The party managing information flow shall disseminate signatory updates by February 28 of each year.
27. The contacts for information flow management are specified in Appendix D.
28. Signatory parties shall provide an affirmation document of the resolution in council of the adoption of this agreement. The affirmation document should provide a corporate seal and signature of those who have authority to enter into the agreement. The affirmation document shall be attached to the Northwest Emergency Resources Agreement.

APPENDIX A

Resource Request Form

Requesting Party: _____

Responding Party: _____

The Requesting Party formally requests the following resources from the Responding Party for an estimated duration of _____ days.

1: _____

2: _____

3: _____

4: _____

5: _____

6: _____

7: _____

If further resources are required attach an addition sheet.

- A- The Requesting Party agrees that if personnel are to be deployed for greater the 12 (twelve) hours at a distance of greater 150 Km from home base, lodging will be supplied for a minimum of 8 (eight) hour rest period.
- B- The Requesting Party agrees to ensure adequate food and lodging are supplied to Responding Party personnel if deployed greater than 24 (twenty four) hours.
- C- The Requesting Party agrees to pay the Responding Party at the rates specified in Appendix B.
- D- The Responding Party Designated Officer will respond Via E-mail as to what resources can be supplied.

Requesting Party Designated Officer: _____ Contact Information: _____

Signature: _____ Cellular Phone: _____

Date: _____ E-Mail: _____

APPENDIX B

Rate Schedule

- 1- Mileage – Under One Ton Current CRA Rate FOB To and from event.
- 2- Mileage –One Ton and Over \$00.75 / Km FOB To and from event.
- 3- Lodging – Cost Recovery
- 4- Meals – Breakfast \$20.00 – Lunch \$20.00 – Supper \$ 30.00
- 5- Consumables- Cost Recovery
- 6- Personnel Career – Cost Recovery
- 7- Personnel Volunteer - \$25.00/ Hr. Overtime after 8 (eight) hours at 1.5 X Rate /Day
- 8- Personnel Paid on Call – Cost Recovery
- 9- Damaged Equipment – Cost Recovery of repair or replacement
- 10- Fire Apparatus: Based on 12 Hour Day without staffing
 - i. Type 1 – 2 Engines - \$350.00 / Hr to a Maximum of \$4200.00/Day
 - ii. Type 3 – 5 Engines - \$250.00 / Hr to a Maximum of \$3000.00/Day
 - iii. Type 6 – 7 Engines - \$200.00 / Hr to a Maximum of \$2400.00/Day
 - iv. Tender w/ Rated Pump - \$300.00 / Hr to a Maximum of \$3600.00/Day
 - v. Tender wo/ Rated Pump - \$250.00 / Hr to a Maximum of \$3000.00/Day
 - vi. Ladder - \$350.00 / Hr to a Maximum of \$4000.00/Day
 - vii. ATV – UTV - \$100.00 / Hr to a Maximum of \$1200.00/Day
 - viii. Rescue Heavy - \$350.00 / Hr to a Maximum of \$4200.00/Day
 - ix. Rescue Light - \$200.00 / Hr to a Maximum of \$2400.00/Day
 - x. Squad/Car - \$ 50.00 / Hr to a Maximum of \$ 600.00/Day
 - xi. Sprinkler Trailer - \$400.00 / Day
 - xii. Specialty Apparatus - ie: Hazmat, Responding Party Rate
- 11- Fire Apparatus: Based on 24 Hour Day without staffing
 - i. Command Vehicle - \$100.00 / Hr to a Maximum of \$2400.00/Day
 - ii. Command Center - \$175.00 / Hr to a Maximum of \$4200.00/Day
- 12- Other Vehicles and Construction Equipment – Current Alberta Road Builders Rates
- 13- One Time Administration Fee - \$250.00
- 14- Responding Party will provide backup data for cost recovery items.

APPENDIX C

Delegation of Authority

Authority has been assigned to _____ act on behalf of the
Municipality of _____,
to mitigate the _____ incident.

You have full authority to (request, employ or command) _____
equipment, personnel required. Your primary responsibility is to organize and direct your
assigned or ordered resources for efficient and effective control of the incident.

You are accountable to _____ or his/her designated
representative listed below.

Financial limitations will be consistent the best approach to the values at risk. Specific direction
for this incident covering the management and other concerns are:

- 1: _____
- 2: _____
- 3: _____
- 4: _____
- 5: _____
- 6: _____

_____ will represent me on any occasion that I am not immediately
available. This authority is effective _____.

Requesting Designated Officer

Designated Officer Signature

Date and Time

APPENDIX D

Information Flow

The **Town of High Level** has agreed to manage the information flow for all agreed parties associated with Northwest Emergency Resource Agreement.

Letters of affirmation can be sent via post or courier to:

Town of High Level
Northwest Emergency Resource Agreement
Attn: Director of Protective Services
10511 – 103 St.
High Level AB
T0H 1Z0

Updates to Status and Designated Officers lists can be sent via post or courier to:

Town of High Level
Northwest Emergency Resource Agreement
Attn: Rodney Schmidt
10511 – 103 St.
High Level AB
T0H 1Z0

Alternate Contact Methods;

Fax: 780 926 2899

E-Mail rschmidt@highlevel.ca

Northwest Alberta Emergency Resource Agreement

Partners to Date

High Level
Greenview County
Saddle Hills County
Clear Hills County
MD Smoky River
Grande Cache
Fairview
Mackenzie County
Rainbow Lake
Peace River
Northern Lights County
Fox Creek
High Prairie
MD of Fairview
MD of Opportunity
Mayerthorpe
Lac St Anne County
Birch Hills County
Town of Manning
Central Peace Emergency Management Commission