

**MUTUAL AID FIRE AGREEMENT**

**THIS AGREEMENT** made this 11 day of July A.D. 20 13

**BETWEEN:**

**COUNTY OF GRANDE PRAIRIE NO. 1**

**OF THE FIRST PART**

**- AND -**

**TOWN OF BEAVERLODGE**

**OF THE SECOND PART**

**- AND -**

**VILLAGE OF HYTHE**

**OF THE THIRD PART**

**- AND -**

**TOWN OF SEXSMITH**

**OF THE FOURTH PART**

**- AND -**

**TOWN OF WEMBLEY**

**OF THE FIFTH 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, C-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 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 mutual aid and assistance from another 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 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) "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) "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.
  - d) "Effective Date" shall mean July 11, 2013.
  - e) "Equipment" shall mean firefighting vehicles, apparatus and equipment.
  - f) "Requesting Party" shall mean a party to this Agreement which requests Assistance from another party to this Agreement.
  - g) "Responding Party" shall mean a party to this Agreement which responds to the request for Assistance made by a Requesting Party.

2. Subject to the terms and conditions of this Agreement, any party to this Agreement may request the Assistance of another 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 parties 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 each of the parties hereto withdraws from this Agreement in accordance with the provisions of this Agreement.
5. 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. However, the withdrawal of one or more parties to this Agreement shall not effect the validity of this Agreement as between the remaining parties, and this Agreement shall continue to be in force and effect as between the remaining parties, notwithstanding such a withdrawal.
6. 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. In the event that the authorized representative of the Responding Party is someone other than the Responding Party's fire chief, the authorized representative will confirm the request with the Responding Party's fire chief, or his or her designate as soon as reasonably possible. If the Responding Party's fire chief or designate cannot be contacted, the Responding Party may, but will not be required to, respond.
7. 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 fire chief, 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.
8. 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;
- 9. 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.
- 10. 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 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.
- 11. 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.
- 12. 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.
- 13. Notwithstanding paragraph 10, 11 and 12 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;
  - 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.
- 14. 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.
  - 15. 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.
  - 16. No party may assign this Agreement without the written consent of the other parties hereto.
  - 17. 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.
  - 18. 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.
  - 19. 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.
  - 20. 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.
  - 21. The parties hereto acknowledge and agree that the parties, or some of them, may have entered into other agreements for the provision of fire services, including an emergency management aid agreement and that this Agreement is not dependant upon any other Agreements, but rather is independent thereof, and contains separate and distinct agreements which are intended to operate notwithstanding the provisions of any such other agreements. For greater certainty, but not so as to restrict the generality of the

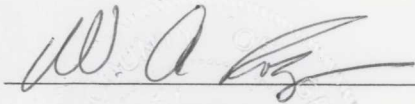
foregoing, if any of the parties hereto have entered into an emergency management aid agreement which is intended to be operational during a declared state of local emergency pursuant to the *Emergency Management Act*, as between the parties to such an agreement, this Agreement shall be of no force or effect during the time in which such an emergency management aid agreement is in effect.

22. The parties hereto will notify all of their fire department officers of this Agreement so that they may become familiar with this Agreement, and its terms.
23. 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.



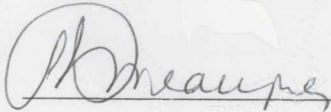
IN WITNESS WHEREOF the parties hereto have set their seals and hand of their proper officials in that behalf on the day herein first above written.

County of Grande Prairie N0.1



Date July 11, 2013

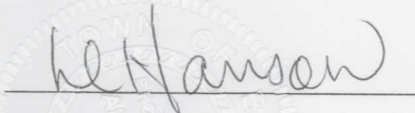
Chief Administrative Officer



Date July 11, 2013

Reeve

Town of Beaverlodge



Date July 11, 2013

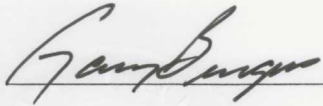
Mayor



Date July 11, 2013

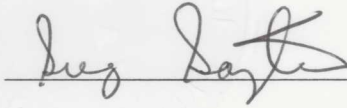
Chief Administrative Officer

Village of Hythe



Date July 11, 2013

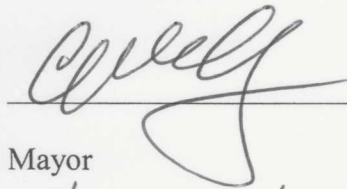
Mayor



Date July 11, 2013

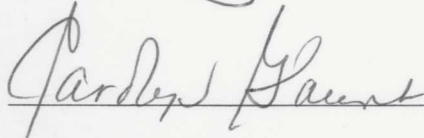
Chief Administrative Officer

Town of Sexsmith



Date July 11, 2013

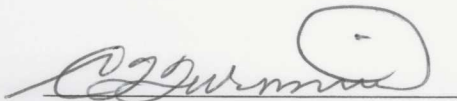
Mayor



Date July 11, 2013

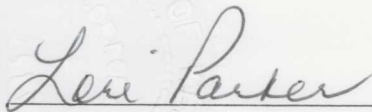
Chief Administrative Officer

Town of Wembley



Date July 11, 2013

Mayor



Date July 11, 2013

Chief Administrative Officer