

MUTUAL AID FIRE AGREEMENT

THIS AGREEMENT made this 10 day of September A.D. 2012

BETWEEN:

THE COUNTY OF GRANDE PRAIRIE NO. 1

10001 84 Ave.
Clairmont, Alberta T0H 0W0

OF THE FIRST PART

SADDLE HILLS COUNTY

Box 69
Spirit River, Alberta T0H 3G0

OF THE SECOND PART

(hereinafter the "Parties")

WHEREAS the Parties are both Municipal Corporations within the Province of Alberta, incorporated pursuant to the *Municipal Government Act RSA 2000, c. M-26*, as amended;

AND WHEREAS each of the Parties provides fire protection services within their respective boundaries;

AND WHEREAS each of the Parties 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 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 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 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 or fire protection purposes.

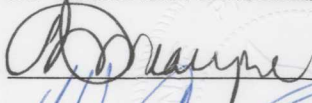
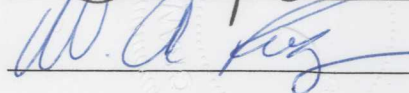
- b) "Claims" shall mean any and all manner of action or actions, cause or causes of action, suits, proceedings, demands, debts, dues, sums of money, costs, expenses and damages of every nature and kind arising at law, equity, statute or otherwise which either Party has, had, or may have.
 - c) "Dispatch Centre" shall mean the dispatch centre taking and transferring 911 emergency fire calls related to fires within the geographic boundaries of the Parties.
 - d) "Effective Date" shall mean August 13, 2012.
 - e) "Equipment" shall mean firefighting vehicles, apparatus and equipment.
 - f) "Incident" means a fire or a situation where a fire or an explosion is imminent or any other situation (real or perceived) presenting a danger or possible danger to life, health or property and to which the fire service of one or more of the Parties has responded.
 - g) "Requesting Party" shall mean a Party to this Agreement which requests Assistance from another party to this Agreement.
 - h) "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, either Party may request the Assistance of the other Party.
3. Subject to the terms and conditions of this Agreement, the Parties agree that they will endeavor to provide Assistance to the other Party, upon request. However, the Parties 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 due to:
- a) The fire service whose assistance is requested is already engaged at an Incident in their own jurisdiction; or
 - b) The fire service whose assistance is requested is unable to mount a safe response due to, but not limited to, a shortage of staff, an equipment failure or dangerous road or weather conditions.
4. 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 one of the Parties withdraws from this Agreement in accordance with the provisions of this Agreement.

6. Either of the Parties 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, 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.
8. 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.
9. When providing Assistance, the following command and control structure will apply:
 - a) 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;
 - b) 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;
 - c) 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; and
 - d) The Requesting Party may relinquish incident command upon request by the Responding Party.
10. 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.
11. It is acknowledged and agreed by the Parties 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.
12. Each Party shall and hereby does indemnify and save harmless the other Party, its employees, agents, and volunteers from and against all Claims, of every nature and kind whatsoever including Claims arising from damaged property, or injury to persons, which may arise out of

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 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*, RSA 2000, c. A-43, as amended. The costs of the arbitrator will be shared equally between the Parties.
23. The Parties will notify their fire department officers of this Agreement so that they may become familiar with this Agreement, and its terms.
24. The Parties 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. Should any provision of this Agreement become invalid, void, illegal or otherwise not enforceable, it shall be considered separate and severable from the Agreement and the remainder shall remain in force and be binding as though such provision had not been invalid.

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 NO. 1

Sep 6/12 Per: 
Sep 6/12 Per: 

SADDLE HILLS COUNTY

Per: 

Per: 