

KNEEHILL COUNTY FIRE/DISASTER MUTUAL AID AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN:

KNEEHILL COUNTY, a Local Authority of the Province of Alberta;

-and-

STARLAND COUNTY, a Local Authority of the Province of Alberta;

INTRODUCTION

1. WHEREAS Section 7 of the *Municipal Government Act*, S.A. 1994, c. M-26.1, authorizes a Council to pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS Section 7 of the *Municipal Government Act*, S.A. 1994, c. M-26.1, authorizes a Council to pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality;

AND WHEREAS the Parties are geographically located adjacent to each other;

AND WHEREAS a Disaster or Emergency could affect the Parties to such a degree that local resources could be inadequate to cope with the Disaster or Emergency;

AND WHEREAS each of the Local Authorities have appointed a Director of the municipal Disaster Services Agency pursuant to the provisions set out in Section 8(f) of the *Disaster Services Act*, R.S.A. 1980 c. D-36;

AND WHEREAS subject to the provisions set out in Section 8(h) of the *Disaster Services Act*, R.S.A. 1980 c. D-36 the Parties have entered into an agreement to pay for the Emergency or Disaster services to be provided pursuant to the terms, covenants and conditions set out in all relevant federal, provincial and municipal legislation and as hereinafter contained;

NOW, THEREFORE, IN CONSIDERATION of the hereinbefore recited premises and the mutual covenants of the Parties hereto agree as follows:

AIM

2. To form an agreement between the Parties for Assistance to be provided in the event of a Disaster or Emergency.

DEFINITIONS

3. For the purpose of this agreement:
 - a. "Assistance" includes, but shall not be limited to, the provision of fire suppression services, personnel, materials, and equipment; and services offered by a Local Authority's Disaster Service Agency

- b. **“Authorized Official” means:**
 - (i) an Elected Official of a Local Authority, or designate;
 - (ii) the Director of a Disaster Services Agency, or designate;
 - (iii) the Fire Chief, or designate, of a Private Organization, or Local Authority
- c. **“Disaster” means an event that results in serious harm to the safety, health or welfare of people, or in the widespread damage to property;**
- d. **“Emergency” means a present or imminent event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property;**
- e. **“Local Authority” means a Local Authority as defined in the *Municipal Government Act*, S.A. 1994 c.M-26.1**
- f. **“Private Organization” means the local fire protection associations under agreement to provide fire suppression services to the Local Authority**

PROCEDURE FOR INVOKING MUTUAL AID

- 4. From the effective date of this Agreement, any party hereto (herein called the “Requesting Party”) may request one or more of the other parties hereto (each hereinafter referred to as a “Responding Party”) to provide Assistance to the Requesting Party.
- 5. Prior to requesting Assistance pursuant to this Agreement, a party affected or threatened by a Disaster or Emergency may, in its discretion, implement all or a portion of its Municipal Emergency Plan
- 6. All requests for Assistance shall be made in accordance with the following procedure:
 - a. an Authorized Official of a Requesting Party may request Assistance from an Authorized Official of a Responding Party. Unless otherwise authorized by an elected official of a Local Authority, a Fire Chief (or designate) may only request Assistance from a Responding Party in the nature of fire suppression services, equipment and personnel.
 - b. In the event that a Responding Party receives a request for Assistance from some person other than an Authorized Official of a Requesting

Party, the Responding Party shall make a reasonable attempt to confirm the Requesting Party's request for Assistance with an Authorized Official of the Requesting Party prior to rendering Assistance.

- c. In the event that a Director of Disaster Services Agency (or designate) requests Assistance from a Responding Party, that Director (or designate) shall use his or her best efforts to promptly notify the Chief Elected Official (or designate) of the Requesting Party.

COMMAND AND CONTROL OVER EMERGENCY RESPONSE PERSONNEL AND EQUIPMENT

- 7. Emergency response personnel and equipment are, at all times, under the direct command of their own respective departments.
 - a. In general, Authorized Officials of the Requesting Party shall be responsible for directing the deployment of all personnel and equipment dispatched to their aid by a Responding Party
 - b. Unless mutually agreed upon otherwise, where two or more fire departments are engaged in an Emergency response the overall operation shall be directed by the fire department in whose jurisdiction the Emergency is being conducted.
 - c. Assistance to a Requesting Party from a Responding Party is to be provided for a period of time not longer than that deemed appropriate by the Requesting Party

COST RECOVERY PROCEDURE

- 8. The Requesting Party shall, upon request, compensate a Responding Party for all labour supplied by such Responding Party in an amount not to exceed that specified in Appendix A
- 9. The Requesting Party shall, upon request, pay all other reasonable costs incurred by a Responding Party, such reasonable costs shall include hourly rates for equipment use (in an amount not to exceed that specified in Appendix B) fuel, oil and specialized equipment. The Responding Party shall carry adequate insurance coverage on its response equipment to cover any loss or damage to same.

- 10. Representatives of all Responding Parties shall meet as required to adjust those costs in Appendices A and B to adequately reflect the change in the cost of providing the service.**
- 11. In the case of a dispute arising between a Requesting Party and Responding Party regarding costs or compensation whereby resolution between the Parties cannot be achieved, such dispute shall be determined by arbitration in accordance with the following conditions:**
- (a) the Party desiring to refer a dispute to arbitration shall notify the other Party in writing of the details of the nature and extent of the dispute;**
 - (b) the Parties shall jointly appoint one (1) arbitrator within seven (7) working days of receipt of such notice by the opposite party;**
 - (c) if the Parties fail to jointly appoint the arbitrator, the appointment shall be referred to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed;**
 - (d) within seven (7) days of the appointment of the arbitrator, or such further period as may be agreed upon by the Parties, the arbitrator shall resolve all matters and disputes which are the subject of arbitration;**
 - (e) the decision of the arbitrator shall be final and binding upon the parties; and**
 - (f) the arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement.**

LIMITATIONS ON ASSISTANCE PROVIDED

- 12. A Responding Party may, in its absolute discretion, refuse to render Assistance to a Requesting Party. In that event, the Requesting Party shall have no claim for damages or compensation against a Responding Party arising out of the refusal of that Responding Party to render Assistance.**
- 13. If a Responding Party decides to render Assistance, the Responding Party may render the full level of Assistance requested by the Requesting Party, or a portion thereof. In the event that the Responding Party decides to provide a portion of the Assistance requested by the Requesting Party, the Requesting Party shall have no claim for damages or compensation against**

the Responding Party arising out of the refusal of that Responding Party to render the full level of Assistance required.

14. The Responding Party shall not be liable to the Requesting Party or any other party hereto for any failure of or delay in rendering Assistance nor be deemed to be in breach of this Agreement, regardless of the cause of such failure or delay. Where the Responding Party is delayed or prevented from rendering Assistance, the Responding Party shall, as soon as possible, give notice of such to the Requesting Party.
15. Any Requesting Party does hereby remise, release and forever discharge each Responding Party (as the case may be), its elected officials, administrators, designated officers, employees, volunteers, servants, agents, insurers, successors and assigns of and from all claims which the Requesting Party may have against each Responding Party arising out of the rendering of Assistance.

INDEMNITY

16. The Requesting Party shall indemnify and save harmless the Responding Party, its elected officials designated officers, employees, personnel, volunteers, agents, assigns and insurers from and against all claims and demands, losses, costs (including legal costs on a solicitor and his own client basis), damages, actions, suits or other proceedings brought by a Third Party, including claims for personal injury or death, arising out of or in any way related to the rendering of Assistance by the Responding Party

BINDING AGREEMENT

17. This agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
 - a. The Fire Chiefs of the fire departments of the Parties hereto may, from time to time, develop and agree upon operational strategy for the most efficient deployment of their personnel and equipment in an Emergency Response

18. This agreement shall supersede any and all previous Disaster and Emergency mutual aid agreements, whether oral or written, among the Parties.
19. This agreement shall enure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

INCEPTION AND TERMINATION

20. A Party shall be bound by this Agreement as of the date that the Party duly executes this Agreement. Further, a Party shall be bound by this Agreement until that Party provides thirty (30) days written notice to all other Parties that it wishes to terminate its participation under this Agreement.

APPENDIX A

FIRE DEPARTMENT MUTUAL AID RESPONSE RATES

**ALL RATES ARE BASED UPON A MINIMUM OF ONE (1) HOUR
RESPONSE TIME AND ALBERTA TRANSPORTATION RATES**

**BILLING IS MADE TO THE NEAREST HOUR AND INCLUDES
PERSONNEL**

(i)	Fire Department Pumper	maximum \$300.00/hour
(ii)	Fire Department Tanker	maximum \$300.00/hour
(iii)	Rescue Unit	maximum \$300.00/hour

APPENDIX B

HEAVY EQUIPMENT RESPONSE RATES

Rates for all municipal heavy equipment used for mutual aid shall not exceed those in the current ARHCA guide.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON BEHALF OF
THE PARTICIPATING MUNICIPALITIES, BY THE HANDS OF THEIR
OFFICERS DULY AUTHORIZED IN THAT BEHALF AND UNDER EACH
MUNICIPAL SEAL AFFIXED

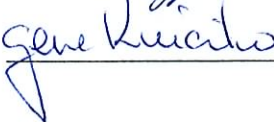
1. KNEEHILL COUNTY

Reeve



Date: Jan 29/04

Municipal Administrator



Date: Feb 2/04

2. STARLAND COUNTY

Reeve



Date: Jan 13/04.

Municipal Administrator



Date: Jan 13, 2004