

BETWEEN

KNEEHILL COUNTY

AND

STARLAND COUNTY

Collectively referred to as the "Parties"

WHEREAS the Parties hereto wish to enter into this Agreement (also known as the "Emergency Services Mutual Aid Agreement") to set forth their respective obligations regarding the provision of Emergency Mutual Aid within the geographic boundaries of either Party;

NOW THEREFORE IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. INTRODUCTION

- 1.1. Kneehill County and Starland County are neighboring authorities.
- 1.2. Each of the Parties has appointed a Director of Emergency Management pursuant to the provisions set out in Section 11 of the Emergency Management Act R.S.A. 2000.
- 1.3. An Emergency could affect either of the Parties to such a degree that local resources may be inadequate to cope with the Emergency.

2. PURPOSE

- 2.1. The Parties agree to enter into an Agreement for the purpose of:
 - a. Identifying the nature of Mutual Aid resources which may be provided within the terms of this Agreement.
 - b. The manner in which a Mutual Aid request shall be made; and,
 - c. The conditions under which Mutual Aid may be provided.

3. DEFINITIONS

- 3.1. In this Agreement:
 - a. "Authorized Official" shall mean those individuals who are authorized by this Agreement to request or respond to Mutual Aid.
 - b. "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 or the environment.
 - c. "Mutual Aid" means the provision of assistance by way of personnel or equipment, which may include, but are not necessarily limited to:
 - Firefighting/ rescue equipment and personnel
 - Community Peace Officers
 - Municipal emergency management agency staff
 - Municipal staff
 - Municipal equipment
 - d. "Partner Agency" means another municipality that through separate agreement provides Fire Services on behalf of either the Responding Party or Requesting Party which shall be permitted to undertake those duties or responsibilities as outlined through this agreement.
 - e. "Requesting Party" means the Party, or their respective Partner Agency acting on behalf of the Party, requesting the Mutual Aid.
 - f. "Responding Party" means the Party, or their respective Partner Agency acting on behalf of the Party, supplying the Mutual Aid.

4. PROCEDURE FOR INVOKING MUTUAL AID

4.1. The Parties agree that:

- a. A State of Local Emergency need not be declared for either Party to request or provide Mutual Aid.
- b. If Mutual Aid is requested prior to establishment of Incident Command, Senior fire officers of either Party, or a Senior fire officer from a Partner Agency, are hereby considered Authorized Officials for the purposes of requesting or responding to requests for firefighting equipment, firefighting personnel, or Community Peace Officers in support of a fire suppression or rescue response.
- c. Community Peace Officers of either Party are hereby considered Authorized Officials for the purposes of requesting or responding to requests for Community Peace Officers in support of municipal enforcement, incident traffic control, officer safety backup or Joint Force Operations, within authorized parameters of the Peace Officer Program or either Party.
- d. All other requests and responses with respect to Mutual Aid shall only be provided by the following Authorized Officials for each Party:
 - Chief Administrative Officer or designate, or
 - Director of Emergency Management or designate.
- e. In the event the Responding Party receives a request for Mutual Aid from someone other than an Authorized Official listed above, the Responding Party shall confirm, by reasonable means, its response with an Authorized Official of the Requesting Party prior to making such response. In the event the request cannot be verified, the Responding Party shall decline to provide Mutual Aid.
- f. Requests for firefighting equipment, firefighting personnel or Community Peace Officers may be transmitted through the dispatch provider for either Party.

5. COMMAND AND CONTROL OVER MUTUAL AID RESOURCES

- 5.1. Upon entering the municipal boundaries of the Requesting Party, Mutual Aid resources of the Responding Party shall be at all times under the command and control of the Requesting Party's department officials(s).
- 5.2. Whenever feasible, in emergencies spanning multiple jurisdictions, establishing a unified command is the preferred command model.

6. COST RECOVERY PROCEDURE

- 6.1. The Requesting Party shall be liable for the payment of all direct out of pocket costs incurred by the Responding Party for consumables used during the response to a Mutual Aid request, including but not limited to foam, spill products, staff overtime etc.

7. LIMITATIONS ON ASSISTANCE PROVIDED

- 7.1. Mutual Aid for disaster or emergency assistance contemplated herein shall be provided solely and absolutely at the discretion of the Authorized Official of the Responding Party. In general, the Responding Party may provide one of the following responses:
 - a. no response; or
 - b. a full response; or
 - c. a limited response.
- 7.2. The Responding Party shall not be required to respond immediately to Mutual Aid requests.
- 7.3. In the sole and unfettered discretion of the Authorized Official of the Responding Party, only personnel and equipment which can reasonably be spared without impairing the Responding Party's capacity to protect life, health, property, government infrastructure or environment within its own boundaries shall be provided.
- 7.4. The Responding Party shall not be liable to the Requesting Party for any damage or injury for failing to respond to any call, or for a delay in responding to any call, or as a result of failure of the equipment or personnel in going to the scene of the Emergency.
- 7.5. The Responding Party shall advise the Requesting Party as soon as practically possible the level of response being provided.
- 7.6. The Responding Party's equipment and/or personnel shall be entitled to leave a Mutual Aid Emergency scene should an Emergency arise within their own jurisdiction, provided they advise an official of the Requesting Party of the need to leave the scene.

8. INDEMNITY

- 8.1. The Requesting Party shall indemnify and save harmless the Responding Party, its employees, personnel, and volunteers engaged in the performance of actions under this Agreement from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings, including personal injury or death.
- 8.2. The Requesting Party shall indemnify the Responding Party against all loss or expense incurred by the Responding Party for damage to its equipment incurred by the performance of the services by the Responding Party pursuant to this Agreement, excluding damage or loss caused by negligence of the Responding Party in the performance of duty.

9. BINDING AGREEMENT

- 9.1. This Agreement shall supersede any and all previous disaster and Emergency Mutual Aid Agreements, whether oral or written, between the Parties

10. INCEPTION AND TERMINATION

- 10.1. This Agreement shall come into force upon final signing and shall remain in effect until such time as either Party gives proper notice to terminate this Agreement.
- 10.2. This agreement will be reviewed on the same frequency as the Intermunicipal Collaboration Framework Agreement between the municipalities.
- 10.3. Either Party may terminate this Agreement at any time for any reason by providing at least 60 days' written notice to the other Party, delivered to the Parties as follows:

Kneehill County
Box 400
Three Hills, AB T0M 2A0
office@kneehillcounty.com

Starland County
217 Railway Avenue N
Morrin, AB T0J 2B0
info@starlandcounty.com

IN WITNESS WHEREOF the parties have hereunto affixed their seals by the hands of their proper offices in that behalf as of the day and year first above written.

Signed this ____ day of _____, _____ at _____

KNEEHILL COUNTY

Reeve

Chief Administrative Officer

STARLAND COUNTY

Reeve

Chief Administrative Officer