

Mutual Aid Agreement with Kneehill County

THIS AGREEMENT made effective as of _____ day of _____, 20____.

BETWEEN:

WHEATLAND COUNTY,

a municipal corporation within the meaning of the Municipal Government Act, R.S.A. 2000, Chapter
M-26

-and-

KNEEHILL COUNTY,

a municipal corporation within the meaning of the Municipal Government Act, R.S.A. 2000, Chapter
M-26

WHEREAS Wheatland County operates a Fire Department and provides fire protection services to the residents of the Wheatland County;

AND WHEREAS the Kneehill County operates a Fire Department and provides fire protection services to the residents of the Kneehill County;

AND WHEREAS Section 7 of the Municipal Government Act, R.S.A. 2000, c. M-26, 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, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality;

AND WHEREAS an Emergency may affect either Party to such a degree that one Party may require the assistance from the other Party to respond to the Emergency;

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

1. **PURPOSE**

- 1.1. To form an agreement between the Parties for Assistance to be provided in the event of an Emergency that exceeds the capacity of the responding Fire Department's ability to effectively preserve life or to mitigate property loss.

2. **DEFINITIONS**

2.1. For the purpose of this agreement:

- 2.1.1. "Assistance" means the provision of the fire suppression services, personnel, materials, equipment and services under the control of the Wheatland County Fire Department or the Wheatland County Fire Department and includes a Full Response and a Standby Response;
- 2.1.2. "Authorized Fire Official" means a member of the Fire Department who is in charge of the response or call including the Fire Chief or Member in Charge;
- 2.1.3. "Dispatch" means of WADEMSA which maintains radio communication with the respective Fire Departments within the County;
- 2.1.4. "Emergency" means a present or imminent event that requires prompt coordination of action to protect the health, safety or welfare of people or to limit damage to property including a fire or incidents requiring trained firefighters and associated equipment to use skill and judgment in the suppression of fire, protection of property or First Aid together with required equipment and techniques;
- 2.1.5. "Fee" means the fee for providing a Full Response as set out in Schedule "A" to this Agreement;
- 2.1.6. "Fire Chief" means, in the case of the Wheatland County, Manager of Emergency and Fire Services, and the person holding the office of the Fire Department's District Fire Chief, and in the case of Kneehill County, the person holding the office of Fire Chief, Deputy Chief, District Chief, or that person's designate;
- 2.1.7. "Fire Department" means Wheatland County Fire Department (All Districts within Wheatland County) and its Members or Kneehill County Fire Departments (All Districts within Kneehill County) and its Members, as the context requires;
- 2.1.8. "First Aid" means the provision of initial care for an illness or injury until definitive medical treatment can be accessed and generally consists of a series of simple and, in some cases, potentially life-saving techniques that an individual can be trained to perform with minimal equipment;
- 2.1.9. "Full Response" means that the Responding Party will deploy its available Members and equipment immediately in order to provide Assistance to the Requesting Party;
- 2.1.10. "Member" means a duly appointed member of the Fire Department including but not limited to permanent, part time, paid on call and volunteer fire fighters;
- 2.1.11. "Parties" means both Wheatland County and Kneehill County and "Party" means either of them, as the context requires;

- 2.1.12. "Requesting Party" means the Fire Department that has the Emergency and is requesting Assistance;
- 2.1.13. "Responding Party" means the Fire Department that is providing Assistance; and
- 2.1.14. "Standby Response" means that the Responding Party will coordinate its available Members and equipment and will be prepared to deploy its Members and equipment for the purpose of providing Assistance immediately at the further request of the Requesting Party;
- 2.1.15. "FOIPPA" refers to the Freedom of Information and Protection of Privacy Act.

3. TERM OF AGREEMENT

- 3.1. This agreement shall be effective when it has been signed by all parties and shall continue in force until such time as either party gives proper notice to terminate.
- 3.2. From the Effective Date of this Agreement, the Requesting Party may request the Responding Party to provide Assistance to the Requesting Party.
- 3.3. Either Party may terminate this Agreement at any time by providing not less than ninety (90) days' prior written notice of its intention to terminate the Agreement to the other Party.
- 3.4. The Parties shall review this Agreement on an annual basis including any required revisions to fees, charges or terms which may be agreed to in writing by the Parties. The review will be done after April 1st to allow for new Alberta Transportation fees to take effect.
- 3.5. Notwithstanding Paragraph 3.4, either Party may request a meeting to discuss concerns or required changes to the Agreement at any time by providing the other party with not less than thirty (30) days' prior written notice of the meeting request including details of the issues to be discussed at the meeting.

4. PROCEDURE FOR INVOKING MUTUAL AID

- 4.1. All requests for Assistance shall be made in accordance with the following procedure:
- 4.1.1. An Authorized Fire Official of the Requesting Party shall request Assistance from the Responding Party by placing the request through their local dispatch either by radio or phone and shall advise if:
- 4.1.1.1. The Requesting Party is requesting a Standby Response or Full Response, and
- 4.1.1.2. What apparatus is being requested.
- 4.2. For further clarity each municipality shall provide a list of Fire Service Apparatus and Equipment that is available for Mutual Aid response and shall attach to this agreement as Schedule "B".
- 4.3. The municipalities shall send an updated Schedule 'B' to the other party when apparatus and equipment changes occur.

5. **COMMAND AND CONTROL OVER EMERGENCY RESPONSE PERSONNEL AND EQUIPMENT**

- 5.1. Fire Department personnel, Members and equipment are, at all times, under the direct command of their own respective Fire Departments.
- 5.2. Authorized Fire Officers of the Requesting Party shall be responsible for directing the deployment of tasks and equipment dispatched to their aid by the Responding Party. The ICS system will be utilized.
- 5.3. Unless mutually agreed upon, when both Fire Departments are engaged in an Emergency response, the overall operation shall be directed by the Fire Department in whose jurisdiction the Emergency is occurring.
- 5.4. Assistance to the Requesting Party from the Responding Party is to be provided for a period of time not longer than that deemed appropriate by the Requesting Party.

6. **RESPONSE OBLIGATIONS OF THE PARTIES**

- 6.1. The Responding Party shall only provide the level of Assistance, including the apparatus, requested by the Requesting Party. The Responding Party may provide additional Members and/or apparatus and equipment if requested by the Authorized Fire Official of the Requesting Party.
- 6.2. The Responding Party shall not permit any Members to provide Assistance with personal vehicles unless requested by the Authorized Fire Official.
- 6.3. Authorized Fire Officers of the responding party shall be responsible for directing the deployment of tasks and equipment as dispatched by the Requesting Party and shall ensure that no task exceeds the qualification or training of the responding fire personnel.
- 6.4. Notwithstanding Paragraph 7.2, the Responding Party may provide the following staffing levels for the requested apparatus unless otherwise directed or approved by the Authorized Fire Official of the Requesting Party:
 - 6.4.1. Engine: up to 4 Firefighters
 - 6.4.2. Rescue: up to 4 Firefighters
 - 6.4.3. Tender: 2 Firefighters
 - 6.4.4. Wildland: 2 Firefighters
- 6.5. The Fire Chiefs shall coordinate the Fire Departments' joint response to Emergencies involving Provincial highways.
- 6.6. Where the Fire Departments are responding to an Emergency involving Provincial highways, the Fire Department which arrives on scene first shall assume command of the scene until relieved by the Authorized Fire Official from the Fire Department in whose jurisdiction the Emergency arises.

- 6.7. The Parties shall carry adequate insurance coverage including but not limited to insurance coverage on its Fire Department vehicles and equipment to cover any loss or damage to same.
- 6.8. The Parties shall comply with the ***Worker's Compensation Act*** and have other applicable insurance in place for its Members.
- 6.9. The Responding Party shall not make public statements or communicate with the media with respect to the provisions of Assistance to the Requesting Party without first having reached agreement with the Requesting Party with respect to the information to be made public.

7. LIMITATIONS OF ASSISTANCE

- 7.1. A Responding Party, in its absolute discretion due to operational constraints, may 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.
- 7.2. 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 can only provide a portion of the Assistance requested, the Responding Party shall provide notice of that limitation of Assistance to the Dispatcher immediately.
- 7.3. 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.
- 7.4. The Responding Party shall not be liable to the Requesting Party nor any other party hereto for any failure of or delay in rendering Assistance nor shall the Responding Party 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 Dispatcher.

8. FEES AND COST RECOVERY PROCEDURE

- 8.1. There will be no billing for fire services between parties unless the event escalates to a Provincial disaster, then the billing will be charged out at 100% of the actual costs as long as provincial funding is available.
- 8.2. The Parties agree that Fees set and charged are for the sole purpose of recovering the actual costs of providing the Assistance and not for the purpose of generating profit.
- 8.3. In the event of a joint response by both Parties on Provincial highways, each Party is responsible to invoice Alberta Transportation for its own Fire Department's response.

8.4. All Fees are to be paid by the Requesting Parties within thirty (30) days of receipt of the invoice issued by the Responding Party.

8.5. The Responding Party shall issue an invoice to the Requesting Party for Fees within thirty (30) days of providing Assistance.

9. **TRAINING**

9.1. The Parties agree that they may develop integrated or joint training opportunities for the Members in order to maximize the effectiveness of joint response activities and Member safety, subject to the following terms:

9.1.1. the host Fire Department will offer the training at cost to the other Fire Department,

9.1.2. all reasonable efforts will be made to minimize or defer training costs for joint training programs, and

9.1.3. training locations and facilitation will alternate, where possible, to provide operational orientation and minimize organizational impact to any one Fire Department.

10. **DISPUTE RESOLUTION**

10.1. Any operational questions, concerns and/or conflicts are to be brought to the attention of both Fire Chiefs through the appropriate chain of command of the respective Fire Departments and the Fire Chiefs shall undertake reasonable efforts to resolve the issues between themselves.

10.2. Where the Fire Chiefs are unable to resolve the issues, the following provisions shall apply to the resolution of conflicts between the Parties as they arise: Any dispute between the Parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement is to be resolved by the Parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:

10.2.1. Negotiation

10.2.2. Mediation

10.2.3. Arbitration; or

10.2.4. Legal proceedings in a court of competent jurisdiction

10.3. Except for the purposes of preserving a limitation period or obtaining an appropriate writing by the Parties, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing, mediation will be in accordance with the procedures of The ADR Institute of Canada, Inc. (hereinafter sometimes referred to as the "Institute"), using as mediator a third-party neutral person, either mutually agreed to by the Parties, or if the Parties are unable to agree, as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both Parties, arbitration is to be by way of a single arbitrator pursuant to the Arbitration Act of Alberta, in accordance with the rules and procedures of the Institute.

11. INDEMNITY

11.1. In this Part, the following terms shall have the following meanings:

11.1.1. "Claims" means all claims, demands, losses, personal injury, death, costs (including legal fees on a solicitor and his own client basis), damages, property damage, actions, suits or other proceedings brought, made or prosecuted by any person or entity, resulting from the Parties' performance, purported performance or non-performance of their respective obligations under this Agreement including but not limited to failing to provide Assistance, delay in providing Assistance, any failure of any apparatus or equipment in providing Assistance or the manner in which Assistance was provided;

11.1.2. "Requesting Party" means the Party to this Agreement for or on behalf of which Assistance is provided and includes all persons for whose conduct the Requesting Party is legally responsible including but not limited to the Requesting Party's Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of the Requesting Party; and

11.1.3. "Responding Party" means the Party to this Agreement which provides Assistance for or on behalf of the other Party and includes all persons for whose conduct the Responding Party is legally responsible including but not limited to the Responding Party's Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of the Responding Party.

11.2. The Parties agree that Assistance provided under this Agreement by the Responding Party are at the request of and on behalf of the Requesting Party and, accordingly, unless otherwise specifically provided for in this Agreement, all risk and liability, of whatever nature and kind, arising out of the provision of Assistance by the Responding Party to the Requesting Party shall be borne by the Requesting Party.

11.3. Each Party hereby releases and holds harmless the other Party from all Claims unless such Claims arise directly from or are a direct result of the negligence or willful misconduct of the other Party.

11.4. The Requesting Party shall indemnify and hold harmless the Responding Party from and against any and all liability arising from Claims that are in any way attributable to the Responding Party's provision of Assistance pursuant to this Agreement, including but not limited to a delay in or refusal to provide Assistance, unless the Claims arise directly as a result of the negligence or willful misconduct of the Responding Party.

11.5. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") from any and all Claims arising directly as a result of the Indemnifying Party's negligence or willful misconduct related to the discharge of the Indemnifying Party's obligations under this Agreement including but not limited to the unauthorized use or

disclosure of any Records or Personal Information.

- 11.6. Notwithstanding any other provision within the Agreement, each party (the "Indemnifying Party") hereby releases, indemnifies and holds harmless the other Party (the "Indemnified Party") from any Claims resulting from the death of or injury to any of the Indemnifying Party's Members or damage to the Indemnifying Party's vehicles, equipment or apparatus unless the death, injury or damage is caused by the Indemnified Party's negligence or willful misconduct.
- 11.7. The Responding Party shall assume all liability and responsibility for any damage caused to or by its own apparatus while in route to or returning from providing Assistance to the Requesting Party.
- 11.8. The Requesting Party shall in no way be deemed liable or responsible for the personal property of the Responding Party Members which may be lost, stolen or damaged while providing Assistance pursuant to this Agreement unless directly caused by the Requesting negligence or willful misconduct.
- 11.9. The indemnity set out in this Part 11 shall include without limitation any Claim that is not covered by insurance or, if insured, is under-insured. The obligation to maintain insurance as stated in Part 12 shall not detract from the indemnification obligations established in this Part 11.
- 11.10. The provisions of this Part 11 shall survive the expiration of the Term or the termination of this Agreement.

12. INSURANCE

- 12.1. Throughout the Term of this Agreement, each Party, at its own expense, shall acquire and maintain in full force and effect, the following minimum insurance coverage with insurers authorized within the Province of Alberta to issue insurance policies in Alberta:
 - 12.1.1. Commercial General Liability insuring against third party Property Damage, Bodily Injury (including death), and Personal Injury, including Products and Completed Operations Liability for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) per occurrence. Such insurance shall also include provision for:
 - 12.1.1.1. A broad form Contractual Liability Clause,
 - 12.1.1.2. A Non-Owned Automobile Liability extension which incorporates,
 - 12.1.1.2.1. Contractual Liability Endorsement S.E.F. 96, and
 - 12.1.1.2.2. Legal Liability for Damage to Hired Automobile Endorsement.
 - 12.1.2. Automobile Liability insuring against Bodily Injury, and Property Damage Liability arising from the use and operation of all vehicles owned, licensed or leased in the performance of the Fire Services (including liability for attached equipment if not contemplated by Commercial General Liability above) with no less than a Five Million Dollars (\$5,000,000) per occurrence limit.

12.2. Each Party shall insure its own vehicles, equipment and apparatus against direct physical loss in an amount suitable to them.

12.3. Either Party may request reasonable evidence of required insurance at any time during the Term of this Agreement and the other Party shall provide evidence within thirty (30) days of receipt of the request.

12.4. Failure to procure and maintain insurance requirements stated in Paragraph 12.1 shall constitute a default under this Agreement.

13. **FOIPPA**

13.1. All Records and Personal Information related to this Agreement and created, compiled, collected, maintained or obtained by the Responding Party while providing Fire Services to the Requesting Party is the property of the Requesting Party and is subject to the complete control of the Requesting Party irrespective of custody.

13.2. A Responding Party will provide to the Requesting Party any and all Records which are subject to the Requesting Party's control within 15 calendar days of receipt of a request by the Responding Party, at the expense of the Requesting Party.

13.3. Within thirty (30) days of the termination of this Agreement or expiry of the Term, each Party will provide to the other Party any and all Records which are subject to the other Party's control, at the expense of the Party providing the Records.

13.4. The Parties acknowledge and agree that FOIPPA, subject to legislation to the contrary, applies to all Records and Personal Information relating to, or obtained, generated, compiled, collected or provided under or pursuant to this Agreement.

13.5. Each Party shall maintain any Personal Information obtained while performing its obligations in this Agreement in accordance with FOIPPA, and will not collect, handle, use or disclose such Personal Information except in accordance with FOIPPA.

13.6. The Parties will not collect any Personal Information from individuals within the jurisdiction of the other Party unless the collection is authorized under this Agreement or the collection is expressly authorized by the other Party in writing in advance of any collection taking place.

13.7. Each Party shall ensure that its officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents, or anyone else engaged by or on behalf of the Party to carry out this Agreement complies with this Part 13.

14. **GENERAL**

14.1. 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.

- 14.2. The Fire Chiefs of the respective 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 a response to an Emergency.
- 14.3. This Agreement shall supersede any and all previous mutual aid agreements, whether oral or written, among the Parties.
- 14.4. This agreement is the Primary Mutual Aid Agreement and will supersede any other Area Resource Sharing Agreements.
- 14.5. This Agreement is made subject to all applicable provisions of relevant legislation, regulations, and bylaws relating to the provision of Assistance and apparatus and equipment outside of the corporate limits of a municipality.
- 14.6. The duties, obligations and liabilities of the Parties are intended to be separate, not joint or collective. Nothing in this Agreement is intended to create a partnership of any kind. Each party hereto is individually responsible for its own conduct and obligations as set out in this Agreement or otherwise agreed to and confirmed in writing.
- 14.7. No interest in this Agreement may be assigned without the prior written consent of the Parties hereto. No Party may be added as a party to this Agreement without the prior written consent of the Parties hereto.
- 14.8. If any Party desires to give notice to any other Party under or in connection with this Agreement, such notice should be given as follows:
- 14.8.1. To Kneehill County or by postage prepaid mail addressed:

Kneehill County Emergency Services
Box 400
Three Hills, Alberta
T0M 2A0

Attention: Director of Protective Services
Or by email: debra.grosfield@kneehillcounty.com

- 14.8.2. To Wheatland County or by postage prepaid mail addressed to:

Wheatland County
242006 RR 243
Wheatland County, Alberta
T1P 2C4

Attention: Manager of Emergency and Fire Services
Or by fax: 403-934-4889
Or by email: michael.bourgon@wheatlandcounty.ca

- 14.8.3. Each party may change the contact information provided in this Paragraph 14.8 upon written notice to the other.
- 14.8.4. Notices sent by courier or registered mail shall be deemed received seven (7) days after being sent. Notices sent by e-mail or facsimile shall be deemed received the next business day after being sent.
- 14.9. A waiver by any Party hereto of the strict performance of the other of any covenant or provision of this Agreement will not of itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant, provision or term of this Agreement.
- 14.10. Each of the Parties from time to time and at all times will do all such further acts and execute and deliver all such further documents and assurances as may be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 14.11. The Parties agree that this Agreement may be amended from time to time in writing upon mutual agreement to do so to give effect to the intention of the Parties as the circumstances at the time may require.
- 14.12. The Parties agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement.
- 14.13. The recitals set out at the beginning of this document and the schedules attached hereto are hereby made part of this Agreement.
- 14.14. This Agreement shall endure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have caused to be hereto affixed their respective corporate seals attested by the signatures of their respective duly authorized signing officers, as of the day and year first above written.

WHEATLAND COUNTY

Amber Link, Reeve

Brian Henderson, Chief Administrative Officer

KNEEHILL COUNTY

Kenneth King, Reeve

Mike Haugen, Chief Administrative Officer

SCHEDULE "A"

FEES

There will be no billing for fire services between parties unless the event escalates to a Provincial disaster, then the billing will be charged out at 100% of the actual costs as long as provincial funding is available.

1. Rates for municipal equipment and manpower responding to a municipal Emergency are as follows:
 - a) All rates are based on a minimum of one (1) hour response time and per 15 minute block thereafter from the time the apparatus or man power leaves from its home base till the time it returns to its home base and is back and ready for service.
 - b) Heavy Equipment - The current rate schedule published by Alberta's Ministry of Infrastructure and Transportation or Alberta Road Builders and Heavy Construction Association, whichever is the lesser, will be used.
 - c) Heavy Equipment Man Power - Each piece of equipment will be supplied with one operator and the cost for this operator will be included in the rate for the piece of equipment.
 - d) Additional Heavy Equipment Man Power & General Man Power - At their current rate of pay.

SCHEDULE "B"

Fire Service Equipment Available for Mutual Aid Response

Available Kneehill County Apparatus / Equipment

Engine and Tender from each District, Acme, Carbon, Linden, Three Hills, Trochu and Torrington.

SCHEDULE "B"

Fire Service Equipment Available for Mutual Aid Response

Available Wheatland County Apparatus / Equipment

Carseland

Tender 8
Command 8
Engine 8
Bush Buggy 8
Side X Side

Dalum

Hazmat W23
Traffic W21
Tender W24
Engine W25
Super Tender W26
Command/Rescue W27
Bush Buggy W28
UTV W20
Super B

Gleichen

Engine 3
Bush Buggy W10
Bush Buggy 3A
Traffic 3
Tender 3

Hussar

Admin W44
Bush Buggy W45
Bush Buggy
Rescue W46
Engine/Tender W40

EFRT/Command W41

Rockyford

Tender W52
Rescue W55
Engine W56
Bush Buggy W53
Rescue W54
UTV W57
Tender W58

Rosebud

Bush Buggy W61
Bush Buggy/Traffic W62
Tender/Engine W65 (1250 Pump)
Engine W12
Bush Buggy/Medical Response W64

Standard

Engine W75
Bush Buggy W73
Tender W77
Tender W71
Rescue W76
EFRT

Wheatland West

Bush Buggy 9A
Bush Buggy
Tender 9
Traffic 9
Engine 9