

MUTUAL FIRE AID AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2013.

BETWEEN:

COUNTY OF ST. PAUL NO 19
(hereinafter called "The County")

OF THE FIRST PART

- and -

THE BONNYVILLE REGIONAL FIRE AUTHORITY
(hereinafter called "The Authority")

OF THE SECOND PART

WHEREAS the County and the Authority are neighbouring jurisdictions that border each other;

AND WHEREAS the County and the Authority provide fire protection services within their respective boundaries;

AND WHEREAS it is desirable that at various times the Fire Department of one party assist the Fire Department of the other party;

AND WHEREAS the parties wish to enter into an Agreement to formalize their rights and obligations for the supply of such fire protection services;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements herein contained, the parties covenant and agree as follows:

1. In this Agreement, the following words and expressions have the meanings herein set forth:
 - (a) "Assistance" means the provision of fire protection services available to the Requesting Party from a Supplying Party pursuant to this Agreement. Assistance may relate to situations in which the Requesting Party is in attendance, or situations in which the Requesting Party is unable to respond.
 - (b) "Authorized Representative" of the Requesting or Supplying Parties means any one of:

- (i) Chief Elected Officer, Chief Administrative Officer, Fire Protection Coordinator, Fire Chief or his designate, as the case may be;
 - (ii) any Municipal Councillor.
 - (c) “Claims” means any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, general damages, special damages, interests, costs; fees (including legal fees on a solicitor-and-his-own-client basis), claims and demands of every nature and kind at law or in equity or under any statute which any party has, had or shall have directly or indirectly;
 - (d) “Equipment” means firefighting vehicles, equipment and apparatus which are in the possession of a Supplying Party; and
 - (e) “Force Majeure” means any cause not within the reasonable control of the Supplying Party including, without limitation, the inability to assemble sufficient volunteer personnel to adequately respond to a call for assistance, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.
2. This Agreement shall remain in full force and effect until amended or terminated by either party, provided the party wishing to amend or terminate this agreement provides thirty (30) days written notice to the other party of its intentions to amend or terminate. Either party may terminate this Agreement, upon thirty days written notice, if the other party commits a fundamental breach of Agreement.
 3. From the effective date of this Agreement, any party hereto (herein called the “Requesting Party”) may request the other party (herein called the “Supplying Party”) to provide Assistance to the Requesting Party.
 4. Each party shall be responsible for receiving fire calls from the public within their respective boundaries.
 5. Requests for Assistance shall be directed to an Authorized Representative of a Supplying Party and this authorized representative shall confirm the request with the requesting Party’s Fire Chief or Designate before providing assistance. If the Requesting Party’s Fire Chief or Designate cannot be contacted, the Supplying Party may respond. The Supplying Party will continue to attempt to contact the Requesting Party until confirmation is made. The supplying party shall ensure that the name and time of contact with the Requesting Party is recorded.

Requests for assistance shall be made through the joint dispatch centre by phoning 1-780-826-2433.

6. Where a request for Assistance is received from someone other than the Requesting Party's Authorized Representative, the Supplying Party shall confirm the request with the Requested Party's Authorized Representative before providing Assistance.
7. Assistance may relate to situations in which the Requesting Party is in attendance, or situations in which the Requesting Party is unable to respond.

~~A Requesting Party shall not request Assistance, nor need to Supplying Party to provide Assistance in relation to vehicle, grass or bush fires, unless such fires are immediately threatening buildings or lives.~~

8. The Supplying Party shall have the right to refuse to provide Assistance to the Requesting Party if the Supplying Party's firefighters or Equipment are not available due to providing fire protection services at another location and the Requesting Party shall have no claim for damages or compensation against a Supplying Party arising out of the refusal of that Supplying Party to render Assistance.
9. Further, each Supplying Party may, even after commencement of providing Assistance, withdraw Assistance where it is necessary or desirable that the Supplying Party's firefighters or Equipment provide firefighting services at another location and the Requesting Party shall have no claim for damages, compensation or indemnity arising out of the reasonable withdrawal of Assistance.
10. The level of service to be provided by the Supplying Party in providing Assistance to the Requesting Party shall be the same level of service with which the Supplying Party would respond to similar circumstances within its own boundaries.
11. When providing Assistance, the Supplying Party's firefighters shall remain under the immediate control and direction of the Supplying Party's Fire Chief or his designate. Commands and requests of the Requesting Party's Fire Chief or his designate shall be communicated to the Supplying Party's Fire Chief or his designate.
12. The Supplying Party Shall not be liable to the Requesting Party for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.

Where the Supplying Party is prevented from carrying out its obligations hereunder due to Force Majeure, the Supplying Party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Requesting Party and

the Supplying Party shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

13. The Requesting Party does hereby remise, release and forever discharge the Supplying Party, its officials, employees, servants, agents, insurers, successors and assigns of and from all Claims which the Requesting party may have against the Supplying Party arising out of the provision of Assistance excepting where such Claims result from the negligence or wilful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.
14. The Requesting Party shall indemnify and save harmless the Supplying Party from any and all Claims brought by any party which is not a party to this Agreement arising out of or in any way related to the proper discharge of the obligations of the Supplying Party excepting where such Claims result from the negligence or wilful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.
15. Where a call is received or confirmed by the Requesting Party's Authorized Representative and Supplying Party provides Assistance, the Requesting Party shall compensate a Supplying Party for **costs as calculated in Schedule "A" of this agreement.**

For the purposes of this Agreement, the first hour shall be deemed to commence upon the Supplying Party's Authorized Representative directing that the Supplying Party's firefighters and Equipment respond to the request for Assistance, and the time, to a minimum of one hour shall continue until such time as the Equipment has returned to and been fully serviced, cleaned and maintained in the normal standard of the Supplying Party, at the fire station from where it left. However, the Requesting Party shall not be liable for any charges of time where the Equipment of the Supplying Party was incapacitated due to any mechanical breakdown.

All such charges are due and payable by the Requesting Party thirty (30) days from the Requesting Party's receipt of the invoice for such charges.

17. Excepting requests for Assistance, all notices, communication and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served to the relevant address set forth in Schedule "A" hereto, or to such other address as each party hereto may from time to time direct in writing, by one of the following means:
 - (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or

- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
 - (c) by mailing via first class registered post, postage prepaid or Via Fax, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.
- 18.** Each party shall, during the currency of this Agreement:
- (a) Maintain all requisite Federal, Provincial and Municipal licenses, permits and approvals for all services contemplated pursuant to this Agreement;
 - (b) maintain in good working order, at least one fire truck;
 - (c) maintain coverage for its firefighters pursuant to the Worker's Compensation Act;
 - (d) provide the other party with a list of its Authorized Representatives, and their applicable telephone numbers, and any changes to the list and telephone numbers; and
 - (e) maintain comprehensive general liability insurance including coverage relating to the provision of fire protection services, of not less than two million (\$2,000,000.00) dollars per occurrence.
- 19.** This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto, but not otherwise.
- 20.** If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

- 21. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, or the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.
- 22. This Agreement shall not be assignable by any party hereto to any other person, firm or corporation without the prior written consent of all the other parties hereto.

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

COUNTY OF ST. PAUL NO 19
Per:

Per:

**BONNYVILLE REGIONAL FIRE
AUTHORITY**
Per:

Per:

SCHEDULE "A"**To the Mutual Fire Aid Agreement between St. Paul County and the Bonnyville Regional Fire Authority**

- the sum of four hundred (\$400.00) dollars for each hour or fraction thereof for each firefighting vehicle owned by the Supplying Party (excluding command cars or other similar support vehicles) to include two (2) firefighters per unit;
- each additional firefighter (excluding the two (2) firefighters per unit in clause 15(a) at twenty five (\$25.00) dollars per hour or portion thereof;
- all other reasonable costs incurred by the Supplying Party, including but not limited to, specialized firefighting material, and repair or replacement to the Supplying Party's Equipment, excluding repair or damage incurred as a result of ordinary wear or tear or incurred as a result of the Supplying Party's negligence or wilful misconduct of a Supplying Party, its officials, employees, servants, successors or assigns.