

MUTUAL FIRE AID AGREEMENT

THIS AGREEMENT is from October 2017 To October 2021

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called "Smoky Lake")

OF THE FIRST PART

AND

COUNTY OF ST. PAUL
(hereinafter called "St. Paul ")

OF THE SECOND PART

- WHEREAS** Smoky Lake County and County of St. Paul are neighbouring jurisdictions that border each other;
- AND WHEREAS** Smoky Lake and St. Paul 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 party (herein called **"Requesting Party"**) from a party (herein called the **"Supplying Party"**). 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 Party and the Supplying Party means anyone of:
 - County Administrator, Fire Protection Co-ordinator,
County Councillors, Fire Chief or his designate, as the case may be.
 - c. The Royal Canadian Mounted Police may request response.
 - d. **"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 interest, cost; 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.
 - e. **"Equipment"** means fire fighting vehicles, equipment and apparatus which are in the possession of a Supplying Party; and
 - f. **"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 from the effective date until amended or terminated by either party, provided that the party wishing to amend or terminate this agreement shall give to the other party thirty (30) days notice in writing of its intention to amend or to terminate.
 - 3. From the effective date of this Agreement the Requesting Party may request 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. All 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, then the Supplying Party may respond. The Supplying Party shall continue trying to contact the Requesting Party until confirmation is made. The Supplying Party's Fire Chief or designate shall ensure that the name and time of contact with the Requesting Party is recorded.
6. The Supplying Party shall have the right to refuse to provide Assistance to the Requesting Party if the Supplying Party's fire fighting or equipment are not available due to providing fire protection services at another location. 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.
7. 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 fire fighting 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.
8. 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.
9. 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.
10. 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.

11. 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 provisions of Assistance excepting where such Claims result from the gross negligence or willful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.

12. 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 were such Claims result from gross negligence or willful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.
13. 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 all applicable labour and equipment as per schedule "C"
14.
 - a. For the purposes of this agreement, the requesting party shall compensate the supplying party for, all other reasonable, mutually agreed upon costs incurred by the Supplying Party, including but not limited to, specialized fire fighting 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 gross negligence or willful misconduct of a Supplying Party, its officials, employees, servants, successors or assigns.
 - b. 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 fire fighters 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.

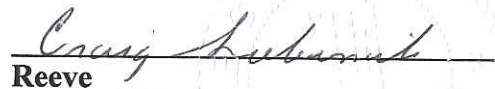
All such charges are due and payable by the Requesting Party thirty (30) days from the Requesting Party's receipt of the invoice for such charges.

15. 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 fire fighters 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.
 - 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.

16. 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.
17. 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, representatives 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.
18. 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 hand of their proper officials in that behalf on the day herein first above written.

SMOKY LAKE COUNTY


Reeve


Chief Administrative Officer

COUNTY OF ST. PAUL

Reeve

Chief Administrative Officer

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

COUNTY OF ST. PAUL

5015-49 Avenue
St. Paul, Alberta
T0A 3A4

Administration Phone: 1 (780) 645-3301

Fax: 1 (780) 645-3104

Councillors

| Name | Division Area | Contact Information |
|----------------------------------|----------------------|---|
| Darryl Younghans | Division 1 | Phone: 1 (780) 643-2460 Cell: 1 (780) 645-8513 E-mail: dyounghans@county.stpaul.ab.ca |
| Kevin Wirsta | Division 2 | Phone: 1 (780) 724-2789 Cell: 1 (780) 614-5959 E-mail: kwirata@county.stpaul.ab.ca |
| Cliff Martin | Division 3 | Phone: 1 (780) 645-2708 E-mail: cmartin@county.stpaul.ab.ca |
| Maxine Fodness (Deputy Reeve) | Division 4 | Phone: 1 (780) 645-4778 E-mail: mfodness@county.stpaul.ab.ca |
| Dale Hedrick | Division 5 | Phone: 1 (780) 210-1007 E-mail: dhedrick@county.stpaul.ab.ca |
| Laurent Amyotte | Division 6 | Phone: 1 (780) 635-2365 E-mail: lamyotte@county.stpaul.ab.ca |
| Steve Upham | Reeve at Large | Phone: 1 (780) 726-2195 E-mail: supham@county.stpaul.ab.ca |

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| Administration |
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| <u>Name</u> | | <u>Contact Information</u> |
|-------------------|---|---|
| Sheila Kitz | Chief Administrative Officer | Phone: 1 (780) 645-3301 ext. 208 E-mail: skitz@county.stpaul.ab.ca |
| Tim Mahdiuk | Director of Community Services Fire Guardian | Phone: 1 (780) 645-3301 ext. 204 E-mail: tmahdiuk@county.stpaul.ab.ca |
| Kyle Attanasio | Director of Corporate Services | Phone: 1 (780) 645-3301 ext. 221 E-mail: kattanasio@county.stpaul.ab.ca |
| Mark Chileen | Public Works Director | Phone: 1 (780) 645-3006 ext. 226 E-mail: mchileen@county.stpaul.ab.ca |
| Ken Warholik | Assistant Public Works Superintendent | Phone: 1 (780) 645-3006 E-mail: kwarholik@county.stpaul.ab.ca |
| Rob Duffy | Regional Director of Emergency Management | Phone: 1 (780) 645-5313 Cell: 1 (780) 645-0186 Email: rduffy@town.stpaul.ab.ca |
| Trevor Kotowich | St. Paul Fire Chief | Phone: 1 (780) 645-4100 Cell: 1 (780) 210-4200 E-mail: tkotowich@town.stpaul.ab.ca |
| Henry Thomson | St. Paul Deputy Fire Chief | Phone: 1 (780) 645-4839 Cell: 1 (780) 646-2340 |
| Raymond Brousseau | Mallaig Fire Chief | Phone: 1 (780) 614-0772 Email: mallaigfirehall@county.stpaul.ab.ca |
| Bryce Bodnar | Mallaig Deputy Fire Chief | Phone: 1 (780) 645-1339 |
| Joey Duperron | Mallaig Deputy Fire Chief | Phone: 1 (780) 210-3076 |
| James Preston | Ashmont Fire Chief | Phone: 1 (780) 210-5161 Email: ashmontfirehall@county.stpaul.ab.ca |
| Wendell Baerg | Ashmont Deputy Fire Chief | Phone: 1 (780) 614-5791 |
| Lyle Frisby | Elk Point Fire Chief | Phone: 1 (780) 614-8534 Email: lylefrisby@hotmail.com |
| Peter Hewitt | Elk Point Deputy Fire Chief | Phone: 1 (780) 724-1342 Email: stretchman68@gmail.com |

SCHEDULE "B"

Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310
Smoky Lake, Alberta
T0A 3C0

Phone: 1 (780) 656-3730
Fax: 1 (780) 656-3768
E-Mail: county@smokylakecounty.ab.ca.

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| County Councillors |
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| Name | Division Area | Contact Information |
|---------------------------------|----------------------|--|
| Dan Gawalko | Division 1 | Cell: 1 (780) 645-1589 Residence: 1 (780) 636-3233 E-mail: dgawalko@smokylakecounty.ca |
| Johnny Cherniwchan | Division 2 | Cell: 1 (780) 650-5408 Residence: 1 (780) 636-2287 E-mail: jcherniwchan@smokylakecounty.ab.ca |
| Craig Lukinuk - Reeve | Division 3 | Cell: 1 (780) 656-5449 Residence: 1 (780) 656-3806 Business: 1 (780) 656-2101 Fax: 1 (780) 656-2101 E-mail: clukinuk@smokylakecounty.ab.ca |
| Lorne Halisky | Division 4 | Cell: 1 (780) 656-5401 Residence: 1 (780) 656-3837 E-mail: lhalsky@smokylakecounty.ab.ca |
| Randy Orichowski - Deputy Reeve | Division 5 | Cell: 1 (780) 656-5850 Residence: 1 (780) 358-2748 E-mail: rorichowski@smokylakecounty.ab.ca |

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| County Administration |
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| <u>Name</u> | | <u>Contact Information</u> |
|--------------------|---|--|
| Cory Ollikka | Chief Administrative Officer | Office: 1 (780)-656-3730 Cell: 1 (780)-650-5005 Direct: 1 (780)-656-5115 E-mail: collikka@smokylakecounty.ab.ca |
| Lydia Cielin | Assistant Chief Administrative Officer | Office: 1 (780)-656-3730 Cell: 1 (780)-650-1035 Direct: 1 (780)-656-5116 E-mail: lcielin@smokylakecounty.ab.ca |
| Scott Franchuk | Fire Chief | Office: 1 (780)-656-3730 Cell: 1 (780)-650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca |
| Spencer Kotylak | Deputy Fire Chief | Office: 1 (780)-656-3730 Cell: 1 (780)-656-5575 E-mail: skotylak@smokylakecounty.ab.ca |
| Doug Ponich | Public Works Manager | Office: 1 (780)-656-3755 Cell: 1 (780)-650-5101 E-mail: dponich@smokylakecounty.ab.ca |
| Trevor Tychkowsky | Director of Disaster Services Safety Officer | Office: 1 (780)-656-3755 Cell: 1 (780)-656-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca |

Schedule "C"
Service Rates

MUTUAL FIRE AID AGREEMENT

Smoky Lake County will provide fire protection services assistance for neighboring jurisdictions that have entered into a **Mutual Fire Aid Agreement**.

- The following fees for fire protection services shall apply between County of St. Paul and The Smoky Lake County as previous negotiations based on County of St. Paul Bylaw #2017-27 – 6.3 have been agreed upon.
 - a) The sum of **two hundred and fifty (\$250.00) 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;
 - b) Each additional firefighter (excluding the two (2) firefighters per unit) at **twenty (\$20.00) dollars** per hour or portion thereof;
 - c) County resources - at the applicable County rates
 - d) Any private equipment commandeered or otherwise required by the District Fire Chief or member in charge B at such rates as are established by the Alberta Road Builders and Heavy Construction Association Equipment Rental Rates Guide as amended from time to time or in the absence of such rates, at rates which are set by Council.