

MUTUAL FIRE AID AGREEMENT

THIS AGREEMENT made this 1 day of May 2024.

BETWEEN:

County of Vermilion River

(hereinafter called "County")

AND

CITY OF LLOYDMINSTER

(hereinafter called "City")

WHEREAS The County of Vermilion River and the City of Lloydminster are neighboring jurisdictions that border each other;

AND WHEREAS The County and the City 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 another party;

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

NOW THEREFORE In consideration of the promises, covenants and Agreements herein contained, the parties covenant and agree as follows:

Definitions

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 Fire Chief or their designate.
 - c. "Claims" means any and all manner of action and actions, cause or causes of action, suits, debts, dues, sums of money, general damages, special damages interest, costs, fees (including legal fees on a solicitor-and-own-client basis), Claims and demands of every nature and kind of 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 the Supplying Party, including consumables such as extinguishing agents or hazmat cleaning/absorbing agents); and;
 - e. "Force Majeure" means any cause not within the reasonable control of the Supplying Party including, without limitation, the inability to assemble sufficient 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.

Term

2. This Agreement shall remain in effect from May 1 2024 until January 31, 2029
3. Prior to the expiry of the term, both parties shall meet to finalize a new Agreement.
4. If this Agreement is not updated prior to the expiry, it shall automatically renew for a term until the new Agreement can be signed. It is agreed upon by all parties that the new Agreement should be finalized and signed by all parties before the one (1) year expiry anniversary.
5. Any party may terminate this Agreement by providing ninety (90) business days' notice to the other party(s).

Provision of Service

6. From the effective date of this Agreement, Requesting Party may request the Supplying Party to provide Assistance to the Requesting Party.
7. Each party shall be responsible for receiving fire calls from the public within their respective boundaries.
8. All requests for Assistance shall be directed through 911 call center of Requesting Party to 911 call center of Supplying Party. On-call Chief Officers shall be notified and confirm response out of response district of supplying party. Confirmation of response to Requesting Party to include notification and what is specifically required and confirmed from Requesting Party with contact to Incident Command or Chief Officer of requesting party.
9. 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 or if the Supplying Party is unable to mount a safe response due to a shortage of staff, Equipment or dangerous road or weather conditions. 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 for any reason.
10. The Supplying Party may, even after commencement of providing Assistance, withdraw assistance when a subsequent emergency within the Supplying Party's jurisdiction has arisen, providing the emergency they are leaving does not involve a threat to human life.
11. The Supplying Party shall endeavor to provide the Requesting Party shall be the same level of service with which the Supplying Party would respond to similar circumstances within its own boundaries, pending resource availability. This will be dependent on specific requests for equipment agreed upon in the confirmation of response to requesting party's request.
12. When providing Assistance, the parties shall use the Incident Command System, and crews will remain under the command of their own officers or on-call Chief, to whom will report to the Incident Commander for taskings.
13. 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 hereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.
14. 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 willful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.
15. 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 or in any way related to the proper discharge of the obligations of the Supplying Party, excepting where such Claims result from the negligence of willful misconduct of the Supplying Party, its officials, employees, servants, successors or assigns.

16. 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 labor, consumables, and Equipment as identified in Schedule "A" attached hereto and forming a part of this Agreement.
17. Each party shall during the term of this Agreement:
 - a. Maintain all Federal, Provincial and Municipal licenses, permits and approvals for all services contemplated pursuant to the Agreement;
 - b. Maintain coverage for its firefighters pursuant to the Worker's Compensation Act;
 - c. Maintain in good working order, all Equipment deployed to incident;
 - d. Maintain comprehensive general liability insurance including coverage relating to the provision of fire protection services, of not less than five million (\$5,000,000) dollars per occurrence.
18. If any term, covenant or condition of the Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of the 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 the Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
19. 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 the 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.
20. 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.
21. The parties shall, from time to time, arrange for the transfer of information and records sufficient to enable the parties to effectively provide Assistance when and if called upon. Each party shall provide such information and documentation upon request being made, as noted above, prior to, during, after, and in anticipation of any request for Assistance giving rise to the operation of the provisions of this Agreement.
22. Both parties acknowledge that each municipality may be bound to provincial privacy legislation which will determine confidentiality and disclosure of documents.
23. Both parties agree to participate in joint training initiatives and information exchanges as may be arranged by the parties from time to time. Each party shall bear their own costs with respect to this section unless agreed upon in writing prior to commencement of training.
24. The parties shall verify that their existing Equipment is compatible with each other party's Equipment and any future acquisitions of Equipment are compatible.
25. The parties may develop and agree upon operational and maintenance policies, procedures and strategies for the efficient and effective deployment of personnel and Equipment to emergencies, the efficient and effective provision of services by the parties, and the efficient and effective provision of Assistance under this Agreement generally. Any and all such policies, procedures and strategies shall, when and if agreed upon, be evidenced in writing, and copies shall be retained by each of the parties at their respective offices so as to be immediately available in the event of the occurrence of any emergency for which Assistance is requested. Notwithstanding the foregoing, the parties acknowledge that when and if agreed upon, the policies, procedures and strategies shall be guidelines only, and the parties shall exercise reasonable best efforts to comply with and conform to such guidelines, having regard to the nature and extent of the emergency that may occur and the criticality of timing of response and decision making and response hereto.
26. This Agreement shall be governed by the laws of the province in which the Assistance was provided and the courts of the province in which the Assistance was provided shall have exclusive jurisdiction over any dispute arising here from.

27. Dual dispatching incidents are said to occur when 911 dispatch centre tones out a responding fire department, based on the information received by the caller, and when arriving on-scene, it is determined that the call is in the jurisdiction of the other party - no cost billing will occur. The responding agency will contact the area of jurisdiction and advise them of the error and discuss options to either; a) remain in control of the call [minor calls for service], b) have both agencies attend [larger call for service], or c) depart as directed by the area having jurisdiction.

Dispute Resolution and Amendments

- 28. Should a disagreement occur between the parties involved, the first step to resolve the dispute will be between the Requesting and Supplying Agency’s Fire Chiefs, or their designates. This will be deemed “the lowest level” for resolution.
- 29. Barring a successful resolution between the Fire Chiefs, the matter will be escalated to the respective Administrators/CAO of the municipalities. The municipalities may also include other representatives as deemed appropriate by both municipalities (including but not limited to City Clerk, Chief Financial Officer, etc.)
- 30. Failing a resolution in Section 28, a committee will be drafted between the municipalities involved in the dispute and consist of; two (2) elected officials from each municipality, the two (2) administrators, the two (2) Fire Chiefs, and any mutually agreed upon positions that may be beneficially to the committee. If no decision can be made, the matter will be escalated to arbitration.
- 31. Any amendments to this Agreement shall be agreed upon by all parties in writing.

In witness whereof the parties hereto have set their seals and hand of their proper officials in the behalf on the day herein first above written.

County of Vermilion River

CITY OF LLOYDMINSTER

Name and Title

Name and Title

Name and Title

Name and Title

SCHEDULE "A"

COMPENSATION RATES & DETAILS

For any call received, the costs shall be as follows:

Item	Rate
Apparatus (Pumper, Tanker, Ladder)	\$500 / hour
Command Unit	\$250/hour
Specialty Equipment (wildland unit / side by side)	\$200/hour
Consumables (extinguishing agents or hazmat response material)	Actual cost plus 15%
Contractors	Actual cost plus 15%

Staffing of apparatus shall be included in rate of apparatus/equipment responding to requesting party's assistance.

For the purpose 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.

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