

MUNICIPAL SERVICES MUTUAL AID AGREEMENT

MADE THIS ____ DAY OF ____ A.D. 2007

BETWEEN THE SIGNATORY INCORPORATED MUNICIPALITIES

WHEREAS a major emergency could affect any municipality to such a degree that local municipal resources would be inadequate to cope with the situation, each municipality that is a signatory to this agreement agrees to be a party in this Disaster Services Mutual Aid Agreement.

AND WHEREAS the municipalities that are a party to this agreement wish to make pre-arrangements for prompt emergency action in support of any one municipality in the group which may be affected or threatened by a major emergency and requires assistance;

THEREFORE the municipalities that are a party to this agreement agree as follows:

1. Any one of the parties to the Agreement, if and when it is in need of help to respond to a major emergency, may request Aid from one or more of the other parties, subject to the following conditions:
 - 1.1. Aid shall be restricted to equipment and municipal employees owned and employed by the Assisting Party, or equipment and staff under contract to the Assisting Party.
 - 1.2. Any calls for Aid shall be made by the Director of Disaster Services or other duly authorized representative of the Requesting Party, and must be directed to the Director of Disaster Services or other duly authorized representative of the Assisting Party; except that:
 - 1.2.1. calls for emergency services (Fire and or Ambulance) equipment may be made by the Chief of that department, or his designate, or a duly authorized representative of the Requesting Party to the Chief of that department, or his designate, or a duly authorized representative of the Assisting Party;
 - 1.3. Any party to this Agreement may at any time request Aid in accordance with the provisions of Agreement. For greater clarity, the provision of Aid is intended by the parties hereto to apply when the Requesting Party is subject to emergent circumstances within the Requesting Party's municipal boundaries, and Aid is not intended to be requested to compensate for service level or resource shortfalls in the Requesting Party's normal course of business.
 - 1.4. A request for Aid by a Requesting Party may be made either orally or in writing, provided that any oral request for Aid is confirmed subsequently in writing to the Assisting Party as soon as practicably possible.

- 1.5. Nothing in this Agreement shall be deemed or construed as an obligation to provide Aid prior to an Assisting Party expressly agreeing to provide Aid. It is understood and agreed by the parties hereto that the decision to provide Aid is solely within the discretion of the Assisting Party, and the Assisting Party shall be permitted to exercise complete and unfettered discretion as to whether to provide all, a portion or none of the Aid requested.
- 1.6. The employees and contractors of the Assisting Party shall always be subject to Assisting Party's control and direction during the provision of Aid unless expressly agreed to in writing by the parties hereto. Therefore, commands and requests of the Requesting Party shall be communicated by officers of Requesting Party in accordance with the command structure of Assisting Party. The Assisting Party shall be responsible for the safety of its employees and contractors in the provision of the Aid hereunder.
- 1.7. Any mutual aid agreement that remains in force between any of the parties or parties' municipal departments will supersede this agreement.

2. DEFINITIONS

- 2.1. In this Agreement unless there is something in the subject matter or context inconsistent therewith:
 - 2.1.1. "Agreement" means this agreement and any schedules attached hereto;
 - 2.1.2. "Aid" means assistance or support by an Assisting Party to a Requesting Party under this Agreement;
 - 2.1.3. "Assisting Party" means that party to this Agreement providing Aid to another party to this Agreement;
 - 2.1.4. "Requesting Party" means that party to this Agreement receiving Aid from another party to this Agreement;
 - 2.1.5. the word "shall" is to be read and interpreted as mandatory;
 - 2.1.6. the word "may" is to be read and interpreted as permissive, and
 - 2.1.7. the words "party" or "parties" shall be read and interpreted as meaning those parties to this Agreement and such party's successors and permitted assigns.

3. TERM

- 3.1. This Agreement comes into force upon signing and shall be reviewed annually by all parties to this Agreement thereafter. At the time of review, changes or additions may be introduced by way of a rider which shall become part of the Agreement upon ratification by all parties.
- 3.2. Any one of the participating parties may withdraw from the Agreement by giving notice of termination to the other parties in writing. After the withdrawal of any party, the Agreement shall continue in force between the remaining parties.

4. PAYMENT FOR AID

- 4.1. It is the intent of the parties hereto that the Requesting Party reimburse the Assisting Party for those costs directly incurred by the Assisting Party in the provision of Aid to the Requesting Party. .
- 4.2. The Assisting Party shall provide a statement accounting for the costs directly incurred by Assisting Party in the provision of Aid to the Requesting Party.
- 4.3. Upon the provision of an invoice and statement of costs by an Assisting Party to a Requesting Party for the costs directly incurred by the Assisting Party for the provision of Aid, the Requesting Party shall pay such costs to the Assisting Party in accordance with the payment terms of such invoice.
- 4.4. All sales tax, social service tax, value added tax, goods and services tax or any other similar tax, charge, duty or rate, irrespective of the governmental authority that imposes it, assessed on a Requesting Party for Aid, shall be paid by the Requesting Party at the time and in the manner required by the applicable legislation.

5. INDEMNIFICATION, INSURANCE AND LIMITATION OF LIABILITY

- 5.1. It is understood and agreed that the Assisting Party shall not be liable for any penalty, damages or losses whatsoever for delay or for failure to respond to any call for Aid or for any breach of this Agreement committed by the Assisting Party.
- 5.2. The Requesting Party shall indemnify and save harmless the Assisting Party(ies) from and against all losses, costs, damages, injury or expense to person or property of every nature or kind whatsoever arising out of, or in any way attributable to the provision of Aid, except where the same are due to the negligence of any employee of the Assisting Party(ies).
- 5.3. The Requesting Party shall indemnify and save harmless the Assisting Party(ies) for damage or loss of any apparatus or equipment which results due to the Assisting Party(ies) providing Aid.

- 5.4. The Requesting Party shall indemnify and save harmless the Assisting Party(ies) from and against all losses, costs, damages, injury, death or expense to person employed by the Assisting Party resulting from or in any way attributable to the provision of Aid except where caused by the negligence of the Assisting Party(ies).
- 5.5. The Requesting Party hereby remises, releases and discharges the Assisting Party(ies), its successors and assigns of all and from all manner of actions, causes of action or claims and demands of every nature or kind which the Requesting Party may have against the Assisting Party(ies) by reason of any breach of this Agreement on the part of the Assisting Party(ies).
- 5.6. Notwithstanding anything to the contrary in this Agreement, and in particular, sections 5.2, 5.3, or 5.4 of this Agreement, no party to this Agreement shall have any liability to the other whatsoever:
- 5.6.1. with respect to their respective obligations under this Agreement, or otherwise, for consequential, indirect, exemplary or punitive damages, even if they have been advised of the possibility of such damages; and
- 5.6.2. for any losses, claims, demands, actions, payments, judgments, costs or expenses whatsoever that a party may incur due to the other party's refusal or inability to provide Aid upon request.
- 5.7. During the Term, the parties hereto shall each at its respective cost and expense maintain in full force and effect General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the parties hereto and reasonably obtainable by both. Notwithstanding the foregoing, it is agreed that the aforementioned policy limits do not define or limit a party's liability to indemnify the other party under sections 5.2, 5.3, or 5.4 of this Agreement.

6. ADDRESSES FOR NOTICES

- 6.1. Any notices under this Agreement given to the parties shall be conclusively deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed or sent by facsimile as per Appendix A, or
- 6.2. to any other address as may be designated in writing by the parties. Notice given by registered mail, if posted in Alberta, shall conclusively be deemed to have been received on the fifth (5th) business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery. Any notice sent by facsimile before 4:30 p.m. local time on a business day shall be deemed to have been received when the sender receives the answer-back confirming receipt by the recipient; provided, however, that any facsimile received after 4:30 p.m. local time on a business day or received on a day other than a business day shall be deemed to have been received on the next business day.

7. GENERAL

- 7.1. No party may assign this Agreement.
- 7.2. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this Agreement.
- 7.3. Time is to be of the essence in this Agreement.
- 7.4. Nothing in this Agreement, nor in any acts of either party hereto pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the parties hereto, and neither party has the authority to bind the other to any obligation of any kind.

8. CONFIDENTIAL INFORMATION AND OWNERSHIP OF PROPERTY

- 8.1. All documentation and all information and data received and compiled by the Assisting Party, while performing the Services, shall be treated as confidential for the benefit of the Requesting Party, and constitutes a part of Requesting Party's property and shall not be disclosed or made known to any other person except as authorized by the Requesting Party.
- 8.2. The Assisting Party acknowledges and agrees that the Requesting Party is the sole legal and beneficial owner of any and all of the Requesting Party property.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1. Notwithstanding the termination or expiry of this Agreement, the Parties acknowledge that information and records compiled or created under this Agreement which are in the custody of any Party are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the Assisting Party shall forward the information and records, the Requesting Party within twenty (20) calendar days of official notification by the Requesting Party.

9.2. The Requesting Party shall furnish to the Assisting Party such information in its possession reasonably required for the proper performance of the obligations of the Assisting Party, and shall, in every way provide such cooperation as is reasonable in order for the Assisting Party to be able to perform the services.

9.3. This Section shall survive the termination or expiry of this Agreement.

10. SIGNING IN COUNTERPARTS

10.1. This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

IN WITNESS WHEREOF the proper signing officers on behalf of the parties give effect to this Agreement by their signature.

CITY OF EDMONTON

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

CITY OF FORT SASKATCHEWAN

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

CITY OF LEDUC

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

CITY OF ST. ALBERT

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

CITY OF SPRUCE GROVE

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

LAMONT COUNTY

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

LEDUC COUNTY

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

PARKLAND COUNTY

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

STRATHCONA COUNTY

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

STURGEON COUNTY

by: _____

Per: _____ Date _____

by: _____

Per: _____ Date _____

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APPENDIX 'A' ADDRESSES FOR NOTICES

CITY OF EDMONTON

CITY OF FORT SASKATCHEWAN

CITY OF LEDUC

CITY OF SPRUCE GROVE

CITY OF ST. ALBERT

LAMONT COUNTY

LEDUC COUNTY

PARKLAND COUNTY

STRATHCONA COUNTY

STURGEON COUNTY