

MUNICIPALITY OF CROWNEST PASS
BYLAW NO. 869, 2013

District of Sparwood Mutual Aid Agreement Bylaw

A Bylaw of the Municipality of Crowsnest Pass in the Province of Alberta authorizing a mutual aid agreement between the Municipality of Crowsnest Pass and the District of Sparwood, British Columbia.

WHEREAS pursuant to Sections 7, 12, and 54 of the Municipal Government Act, Chapter M-26.1, as amended, provides that the Council may, by Bylaw, make agreements with other jurisdictions for the use in either municipality for emergency equipment and personnel on terms and conditions to be agreed upon; and

WHEREAS the Municipality of Crowsnest Pass has determined to enter into an agreement with the District of Sparwood in British Columbia, Canada, for mutual aid in case of a fire or other incident having such magnitude that effective control of such would be beyond the capabilities of either party to handle without assistance.

NOW THEREFORE, The Council of the Municipality of Crowsnest Pass duly assembled enacts as follows:

1. TITLE

This Bylaw may be cited as the “DISTRICT OF SPARWOOD MUTUAL AID AGREEMENT BYLAW” of the Municipality of Crowsnest Pass.

2. DEFINITIONS

- (a) “**Chief Administrative Officer**” shall mean the Chief Administrative Officer as appointed by bylaw of the Municipality of Crowsnest Pass.
- (b) “**Council**” means the municipal Council for the Municipality as duly elected;
- (c) “**Mayor**” means the municipal Mayor for the Municipality as duly elected;
- (d) “**Mutual Aid**” means Emergency Resources provided by a Party outside that Party’s jurisdictional boundaries to a Party requesting the emergency equipment and personnel;

Terms not defined in this Bylaw will, where context permits, have the meanings assigned to them in the Municipality Land Use Bylaw. The above definitions shall apply to this Bylaw whether capitalized or not.

3. EFFECTIVE DATE/DELEGATION

- 3.1 Bylaw 869, 2013 come into full force and effect upon the final passing thereof.
- 3.2 That Bylaw 565, 2001 is repealed.
- 3.3 The Mayor and Chief Administrative Officer are hereby authorized on behalf of the Municipality of Crowsnest Pass to enter into and execute a Mutual Aid Agreement with the District of Sparwood on the terms and conditions set out in the Mutual Agreement for Fire Service Emergencies attached hereto as “Appendix A” (hereinafter referred to as “the Agreement”).

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3.4 The Agreement shall be in force and of effect upon the adoption by the Municipality of Crowsnest Pass and the District of Sparwood of necessary adoption Bylaws and execution thereof and shall terminate on the repeal by either of the Parties thereto of its adoption Bylaw.

READ a first time this 17th day of September, 2013.

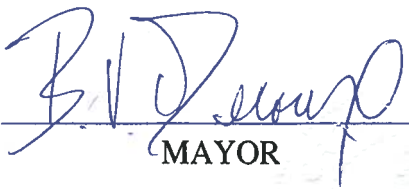
CARRIED UNANIMOUSLY

READ a second time this 1st day of October, 2013.


CARRIED

READ a third time and finally passed this 1st day of October, 2013.

CARRIED



MAYOR



CHIEF ADMINISTRATIVE OFFICER

MUTUAL AID AGREEMENT FOR FIRE SERVICE EMERGENCIES

BETWEEN

DISTRICT OF SPARWOOD



AND THE MUNICIPALITY OF
CROWSNEST PASS



CROWSNEST PASS
Naturally Rewarding

MUTUAL AID FIRE PROTECTION AGREEMENT
District of Sparwood and Municipality of Crowsnest Pass

THIS AGREEMENT MADE THIS _____ DAY OF _____ 201__

BETWEEN District of Sparwood
 P.O. Box 520
 Sparwood, BC VOB 2G0

AND Municipality of Crowsnest Pass
 P.O. Box 600
 Blairmore, AB TOK 0E0

WHEREAS:

- A. The Parties consider it to be to their mutual benefit to assist each other in the suppression of fire within the boundaries of their respective municipalities; and
- B. The Parties desire to enter into an agreement whereby emergency resources can be deployed to assist any Party during an emergency.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement “**Emergency**” means any present or imminent serious incident that in the opinion of the Fire Chief of the Requesting Party cannot be brought under control by use of the available local Emergency Resources and that require prompt coordination or action or special regulation of persons or property to protect health, safety or welfare of people, or to limit property damage;

“**Emergency Resources**” means all persons, equipment and material held by, in the service of, or directly available to the fire department of a Party;

“**Fire Chief**” means for each Party, the senior municipal employee responsible for the fire service of the Party or his/her delegate;

“**Mutual Aid**” means Emergency Resources provided by a Party outside that Party’s jurisdictional boundaries to a Party requesting the Emergency Resources,

“**Requesting Party**” means a Party requesting Mutual Aid under this Agreement; and

“**Responding Party**” means a Party providing Mutual Aid under this Agreement.

2. PROCEDURES

- 2.1. The procedure to be followed in requesting and rendering Mutual Aid under this Agreement shall be governed by the following principles:
- 2.2. A Requesting Party will attempt to use its own community Emergency Resources before requesting outside assistance, except where special equipment or capability is not available from within that community.
- 2.3. Where a Fire Chief determines, based on policy of the local jurisdiction, that an Emergency is occurring or is imminent, the Fire Chief shall, in the sole and absolute discretion of the Fire Chief, decide whether the Emergency is one that requires Mutual Aid and may request Emergency Resources under this Agreement.
- 2.4. A Fire Chief who receives a request for Emergency Resources from another Party may respond with such resources available to assist in controlling the Emergency; but nothing in this Agreement shall be construed to require a Fire Chief to dispatch Emergency Resources that, in the sole and absolute discretion of the Fire Chief, are not considered to be available.
- 2.5. The Incident Commander of the Requesting Party within the area of the Emergency shall remain in charge and direct all Mutual Aid resources in cooperation with the Responding Party's Fire Chief or senior officer.
- 2.6. The Responding Party's Emergency Resources may be recalled if the need arises by the Responding Party's Fire Chief, in his/her sole and absolute discretion. If the Emergency Resources are called upon by the Responding Party to leave an Emergency, the Responding Party shall not be liable for any loss, costs, damages, and expenses whatsoever in connection with leaving an Emergency.
- 2.7. As soon as the Emergency has been brought under control, any Emergency Resources of personnel and apparatus of a Responding Party shall be released before any resources of the Requesting Party are released.
- 2.8. Where a Responding Party provides Mutual Aid to a Requesting Party under this Agreement, the Responding Party may invoice the Requesting Party in respect of consumables provided in the amount calculated in accordance with Schedule A attached to and forming part of this Agreement. Such amounts must be invoiced within sixty (60) days after the incident requiring Mutual Aid and the Requesting Party shall pay the invoice within thirty (30) days.

3. MUTUAL HOLD HARMLESS CLAUSE

- 3.1. No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers, or contractors, shall be liable to any other Party to this Agreement in respect

of the decision of a Fire Chief as to the level of assistance, if any, to be provided under this Agreement.

- 3.2. The Party requesting or accepting Emergency Resources under this Agreement shall indemnify and save harmless the Party responsible for providing Mutual Aid under this Agreement, its elected officials, officers, employees, agents, volunteers or contractors from and against any and all claims, demands, actions, causes of action, loss, costs, damages, and expense (including legal fees on a solicitor-client basis) in respect of, or in any way related to the provision of Mutual Aid under this Agreement and, without limiting the generality of the foregoing, any action taken or thing done, or failure to take action or do a thing under this Agreement, save and except where the Party providing Mutual Aid, or its Emergency Resources, was acting contrary to the direction of the Fire Chief that requested the Mutual Aid.
- 3.3. In the event that a Responding Party acts independently of the Requesting Party, then the Responding Party shall not be entitled to indemnity pursuant to this section, but shall be responsible for its own legal liabilities and shall accordingly indemnify and save harmless the Requesting Party under this Agreement for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Responding Party in connection with the Emergency.
- 3.4. Notwithstanding 3.2 above, the Responding Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with failure to supply the Emergency Resources for any reason whatsoever, or for any delay in arrival of the Emergency Resources for any reason whatsoever.

4. GENERAL PROVISIONS

- 4.1. Any Party to this Agreement may terminate its obligations under it by giving ninety (90) days written notice to the other Party to this Agreement.
- 4.2. The Parties agree to consult, on a regular basis, through their Fire Chiefs on the best ways to achieve the optimum deployment of Emergency Resources to control Emergencies within the areas covered by this Agreement.
- 4.3. In case of any dispute arising between two or more Parties as to their rights and obligations under this Agreement, a Party shall be entitled to give the other Party or Parties notice of such dispute and to request a dispute resolution process between the Fire Chiefs and Chief Administrative Officers of the affected Parties. If dispute resolution is unsuccessful the Parties must, with respect to the particular matters in dispute, agree to submit same to binding arbitration by a single arbitrator administered by the British Columbia International Arbitration Centre pursuant to its rules of procedure. The place of arbitration shall be Cranbrook, BC.
- 4.4. This Agreement may not be modified or amended except by written agreement of the Parties.

- 4.5. The Parties to this Agreement may not assign this Agreement without the prior written consent of the other Party to this Agreement.
- 4.6. This Agreement shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- 4.7. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

As evidence of this Agreement, the Parties have caused to be affixed below their respective corporate seals, attested to by the signatures of their respective officers duly authorized for that purpose, on the dates set out below:

District of Sparwood) P.O. Box 520) Sparwood, BC) VOB2GQ)))	_____ Mayor _____ Director of Corporate Services _____ Date
Municipality of Crowsnest Pass) P.O. Box 600) Crowsnest Pass, AB) TOK 0E0)))	_____ Mayor _____ Clerk _____ Date

SCHEDULE "A"
Mutual Aid Fire Protection Agreement
District of Sparwood and Municipality of Crowsnest Pass

Cost Recovery

1. The following charges should be in accordance with the contracts and records of the Party that supplies the resources and shall commence at the time the vehicles are dispatched and continue until returned to quarters:
 - a. Consumables such as, but not limited to, foam concentrate and first aid supplies, may be purchased and replaced by the Party requesting the Mutual Aid or the Party supplying the Mutual Aid may submit an invoice for the replacement of these consumables.
2. No charge shall be incurred from a mutual aid partner for the use of the apparatus and crew on board. Any costs incurred in backfill as a result of the mutual aid request would be charged from the time of request and must be pre-authorized by the Senior Officer present of the requesting agency.