

THIS AGREEMENT ENTERED INTO THIS 11 DAY OF APRIL, 2023

BETWEEN:

TOWN OF ROCKY MOUNTAIN HOUSE
(hereinafter referred to as the "**Town**")

AND

CLEARWATER COUNTY
(hereinafter referred to as the "**County**")

(collectively the "**Parties**")

WHEREAS:

- A. The Town of Rocky Mountain House and Clearwater County are neighboring authorities;
- B. Each of the Parties has appointed a director of emergency management pursuant to the provisions set out in Section 11.2 of the *Emergency Management Act*, RSA 2000, c. E-6.8;
- C. An Emergency could affect either of the Parties to such a degree that local resources may be inadequate to cope with the Emergency; and
- D. The Parties hereto wish to enter into this Agreement (the "**Agreement**") to set forth their respective obligations regarding the provision of Mutual Aid in an Emergency within the geographic boundaries of either Party;

NOW THEREFORE IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 In this Agreement:

"Authorized Official" means, with respect to making and responding to requests for:

- (a) Community Peace Officers in support of a fire suppression and rescue response, the **County CPO duty officer 403-846-4181** or **Town CPO 403-846-4268** of either party.
- (b) Community Peace Officers in support of municipal enforcement, incident traffic control, officer safety backup or Joint Force Operations, within the authorized

Initials

parameters of the Peace Officer Program of either Party, any Community Peace Officer of that party;

(c) the use of municipal facilities:

- i. made to and from the **Town, the Director of Emergency Management at 403-844-3431 (24/7);** and
- ii. made to and from the **County, the Director on call at 403-844-4021 (24/7).**

(d) for any other form of Mutual Aid provided for under this Agreement:

- i. each party's Chief Administrative Officer or the Chief Administrative Officer's designate; or
- ii. each party's Director of Emergency Management or the Director of Emergency Management's designate.

"Emergency" means a present or imminent event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people, or to limit damage to property or the environment.

"Force Majeure" means any cause not within the control of the Town or the County including without limitation, lack of or delay in obtaining the labour, materials or equipment necessary to perform the required obligation, 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.

"Mutual Aid" means the provision of assistance by way of personnel, equipment, or facilities, which may include, but are not necessarily limited to:

- (a) Community Peace Officers;
- (b) municipal emergency management agency staff;
- (c) other municipal staff;
- (d) municipal equipment; or
- (e) municipal facilities.

"Requesting Party" means the Party requesting the Mutual Aid.

"Responding Party" means the Party supplying the Mutual Aid.

ARTICLE II PURPOSE

2.1 The Parties agree to enter into this Agreement for the purpose of:

- (a) Identifying the nature of Mutual Aid resources which may be provided within the terms of this Agreement;
- (b) The manner in which a Mutual Aid request shall be made; and,
- (c) The conditions under which Mutual Aid may be provided.

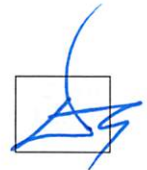
2.2 The Parties acknowledge and agree that fire protection and rescue services, as provided by the Clearwater Regional Fire and Rescue Services, and family and community support services, as provided by The Clearwater Regional Family and Community Support Services Board, shall be provided in accordance with the *Inter-Municipal Regional Fire Rescue Services Agreement* and the agreement establishing The Clearwater Regional Family and Community Support Services Board, dated 24 May 2016, respectively, and shall not be the subject of a request for Mutual Aid pursuant to this Agreement.

ARTICLE III TERM AND TERMINATION

- 3.1 This Agreement shall come into force upon the date identified above and shall remain in effect until terminated in accordance with Section 3.2.
- 3.2 Either party may terminate this Agreement by providing written notice to the other party to that effect, such termination to take effect sixty (60) days after the date on which the notice was given.

ARTICLE IV PROCEDURE FOR INVOKING MUTUTAL AID

- 4.1 A State of Local Emergency need not be declared for either Party to request or provide Mutual Aid.
- 4.2 An Authorized Official of the Requesting Party may, upon the occurrence of an Emergency within the municipal boundaries of the Requesting Party, request that the Responding Party provide Mutual Aid, and such a request shall be submitted to the applicable Authorized Official of the Responding Party.
- 4.3 In the event the Responding Party receives a request for Mutual Aid from someone other than the dispatch provider or an Authorized Official, in accordance with the above, the Responding Party shall confirm, by reasonable means, its response with an Authorized Official of the Requesting Party prior to making such response. In the event the request cannot be verified, the Responding Party may decline to provide Mutual Aid.



ARTICLE V
COMMAND AND CONTROL OVER MUTUAL AID RESOURCES

- 5.1 Upon entering the municipal boundaries of the Requesting Party, Mutual Aid resources of the Responding Party shall be at all times under the command and control of the Requesting Party's department officials(s).

ARTICLE VI
COST RECOVERY PROCEDURE

- 6.1 The Requesting Party shall be liable for the payment of all direct out of pocket costs incurred by the Responding Party in responding to a request for Mutual Aid.
- 6.2 When a Responding Party has provided Mutual Aid pursuant to this Agreement, the Responding Party may, within thirty (30) days after the date on which the Mutual Aid was provided, invoice the Requesting Party for the amounts payable under this Agreement, and the invoiced amount shall be paid by the Requesting Party within sixty (60) days of

ARTICLE VII
LIMITATIONS ON ASSISTANCE PROVIDED

- 7.1 Mutual Aid as contemplated herein shall be provided solely and absolutely at the discretion of the Responding Party. In general, the Responding Party may provide one of the following responses:
- (a) no response; or
 - (b) a full response; or
 - (c) a limited response.
- 7.2 The Responding Party shall advise the Requesting Party as soon as practically possible the level of response being provided. If the Responding Party receives a request for Mutual Aid, but determines that no Mutual Aid will be provided, it shall advise the Requesting Party of this as soon as practically possible.
- 7.3 The Responding Party shall not be required to respond immediately to Mutual Aid requests.
- 7.4 Without limiting the generality of section 7.1, the Responding Party may withhold Mutual Aid where:
- (a) the equipment, facilities or personnel of the Responding Party are already engaged at a different Emergency;
 - (b) the personnel of the Responding Party are unable to mount a safe response due to a shortage of staff, an equipment failure or dangerous road or weather conditions; or
 - (c) the Authorized Official of the Responding Party otherwise considers it to be imprudent to provide the requested Mutual Aid.

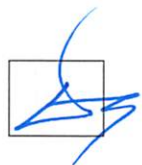
- 7.5 The Responding Party may, upon notifying an official of the Requesting Party, withdraw its equipment, personnel and/or facilities from providing Mutual Aid if the Responding Party determines that:
- (a) the Responding Party's equipment, personnel and/or facilities are required to respond to a different Emergency;
 - (b) the continued provision of Mutual Aid would pose an unacceptable safety risk to the Responding Party's equipment, personnel and/or facilities; or
 - (c) it would otherwise be imprudent for the Responding Party to continue to provide Mutual Aid.

ARTICLE VIII AGENCY REPRESENTATION

- 8.1 In the event that the Town establishes an Emergency Coordination Centre ("ECC") or Incident Command Post ("ICP") in response to an Emergency, the Town, through the **Clearwater Regional Fire Rescue Services**, may request an 'Agency Representative' on the Town's ECC or ICP by calling **403-845-2200 (24/7)**, and the County shall provide the Town such representation.
- 8.2 In the event that the County establishes an ECC or ICP in response to an Emergency, the County may request an Emergency Social Services 'Agency Representative' from **Clearwater Regional Family and Community Support Services ("FCSS")** on the County's ECC or ICP by calling **403-844-3431 (24/7)**, and the Town shall provide the County such representation.

ARTICLE IX INDEMNITY

- 9.1 Each party shall indemnify and save harmless the other party, their respective elected officials, designated officers, employees, personnel, volunteers, agents, assigns and insurers from and against all claims and demands, losses, costs (including legal costs on a solicitor and his own client full indemnity basis), damages, actions, suits or other proceedings brought by a third party, including claims for personal injury or death, arising out of or in any way related to the rendering of Mutual Aid by the provider of Mutual Aid related thereto (excluding claims, demands, losses, costs, actions, suits or damages caused by the negligence or willful misconduct of the provider of the Mutual Aid in the rendering of such Mutual Aid).
- 9.2 Neither party shall have any claim against the other party for any loss or damage caused to their respective equipment or facilities unless the loss or damage is attributable to the negligence or willful misconduct of the other party, its servants or employees, acting in the course of their duties or employment.



- 9.3 Neither party shall be liable to the other party for any failure to render Mutual Aid, delay in rendering Mutual Aid or withdrawal of Mutual Aid, nor shall a party be deemed to be in breach of this Agreement due to such failure, delay or withdrawal.
- 9.4 Notwithstanding anything contained in this Agreement, neither party shall be liable to the other in any way for indirect or consequential losses or damages, punitive damages, nor damages for pure economic loss, howsoever caused or contributed to in connection with this Agreement.

ARTICLE X POLICIES, PROCEDURES AND STRATEGIES

- 10.1 The Parties may develop and agree upon operational and maintenance policies, procedures and strategies (including, without restriction, notice and communication policies, procedures and strategies) for the efficient and effective deployment of Mutual Aid under this Agreement. 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 Incident that may occur and the criticality of timing of response and decision making in response thereto.

ARTICLE XI INSURANCE

- 11.1 Each party shall, at its sole cost, obtain and maintain in force during the term of this Agreement commercial general liability insurance in the amount of not less than five million (\$5,000,000.00) dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof, and any additional insurance that may be agreed upon, in writing, by the parties.
- 11.2 The insurance required to be maintained by each party hereunder shall be on terms and conditions and with insurers reasonably acceptable to the other party and shall:
- (a) provide that such insurer shall provide to the other party thirty (30) days prior written notice of cancellation or alteration of such policies; and
 - (b) identify the other party as an additional insured.

ARTICLE XII FORCE MAJEURE

- 12.1 Neither party shall be liable to the other 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 the occurrence of a Force Majeure. Where a party is prevented from carrying out its obligations hereunder due to Force Majeure, the said party shall, as soon as possible, give notice of the occurrence of such Force Majeure to





the other party and the notifying 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.

ARTICLE XIII DISPUTE RESOLUTION

- 13.1 In the event that a dispute arises between the parties as to the interpretation, application, operation or alleged violation of this Agreement, the parties shall use best efforts to resolve the dispute by negotiating with one another in good faith.
- 13.2 If a dispute cannot be resolved in accordance with Section 13.1, the dispute shall be referred to arbitration in accordance with the following:
- (a) the party desiring to refer a dispute for arbitration shall notify the other party in writing of the details of and the nature and extent of the dispute;
 - (b) within thirty (30) days of receipt of the notice contemplated in Subsection (a), the parties shall agree upon a single arbitrator (the "Arbitrator") and in the event that the parties are unable to agree upon the Arbitrator, the matter shall be referred to the Court of Queen's Bench of Alberta for the appointment of the Arbitrator;
 - (c) the decision of the Arbitrator shall be binding upon the parties hereto;
 - (d) each party shall bear its own costs related to the arbitration, and shall pay half of the cost of the Arbitrator, unless the Arbitrator determines otherwise; and
 - (e) except as modified herein, the provisions of the Arbitration Act, as amended from time to time, shall apply to any arbitration conducted pursuant to this Agreement.

ARTICLE XIV GENERAL

14.1 Notices

All notices, communication, requests and statements required or permitted hereunder, other than requests for Assistance, shall be sent by one of the following methods: personal delivery, email, mail or courier to:

Town of Rocky Mountain House 5116 – 50 th Avenue Rocky Mountain House, AB T4T 1B2	Clearwater County 4340 – 47 Avenue, Box 550 Rocky Mountain House, AB T4T 1A4
or	or
DKrause@rockymtnhouse.com	admin@clearwatercounty.ca



Unless otherwise stated in this Agreement, any notice or correspondence given in the manner set out above shall be deemed given if and when personally delivered or if mailed, five (5) business days after posting. Any notice or correspondence transmitted by email shall be deemed given and received on the date of transmission if received during normal business hours of the recipient and on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission. Any notice or correspondence sent by courier shall be deemed to be received the next business day after being sent.

14.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

14.3 Time of Essence

Time shall be of the essence of this Agreement.

14.4 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

14.5 Relationship between Parties

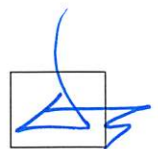
Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

14.6 No Authority

Except as may from time to time be expressly stated in writing by any party, any other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the any other party, nor to bind the any other party in any manner whatsoever.

14.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations,



warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement.

14.8 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

14.9 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by any party in the performance by any other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

14.10 Counterparts

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.

14.11 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

14.12 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances 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 permitted by law.

26. Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.



27. Remedies Generally

Mention in this Agreement of any particular remedy of any party in respect of a default by any other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but any party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

28. Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

29. Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

30. Binding Effect

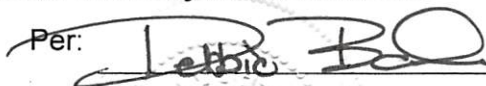
This Agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

31. Assignment

No party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party.

IN WITNESS WHEREOF the parties have hereto affixed their names and seals at Rocky Mountain House, in the Province of Alberta on the date first above written.

Town of Rocky Mountain House

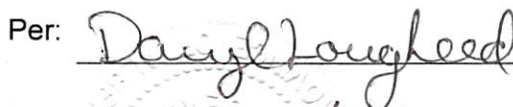
Per:  _____

Title: Mayor _____

Per:  _____

Title: Chief Administrative Officer _____

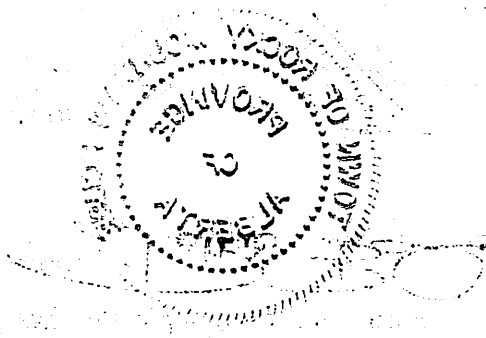
CLEARWATER COUNTY

Per:  _____

Title: Reeve _____

Per:  _____

Title: Chief Administrative Officer _____



RECEIVED AT THE BUREAU OF PLANT INDUSTRY, MANILA, PHILIPPINES, JANUARY 1, 1900.