

SMOKY LAKE COUNTY

A G E N D A: County Council Meeting to be held for the
Purpose of the **Fire Protective Services Committee**

on

Friday, June 17, 2022 at 9:00 o'clock A.M.

Virtual Through Zoom Platform

<https://us02web.zoom.us/j/88595204700?pwd=a1lseTFrTSjU1kcMEdqThQK31lQT09>

With Council physically present in the County Council Chambers, Smoky Lake.

1. Meeting:

1.1 Call to Order.

2. Agenda:

Acceptance of Agenda:
as presented or
subject to additions or deletions

Minutes:

3.1 Adopt **minutes of April 12, 2022** – Fire Protective Services Committee Meeting. ©

Recommendation: Motion to Adopt.

3.2 Fire Protective Services Committee April 12, 2022 - **Action List.** ©

Recommendation: File for Information.

4. Request for Decision:

- 4.1 2022 Junior Firefighter Summer Day Camp. ©
- 4.2 Mutual Agreement with Buffalo Lake Metis Settlement. ©
- 4.3 Mutual Agreement with County of St Paul. ©
- 4.4 Mutual Agreement with Kikino Metis Settlement. ©
- 4.5 Mutual Agreement with Lac La Biche County. ©
- 4.6 Mutual Agreement with Lamont County. ©
- 4.7 Mutual Agreement with Saddle Lake Cree Nation. ©
- 4.8 Mutual Agreement with Sturgeon County. ©
- 4.9 Mutual Agreement with Thorhild County. ©
- 4.10 Mutual Agreement with Two Hills County. ©
- 4.11 Mutual Agreement with Whitefish Lake First Nations #128. ©

5. Issues for Information:

5.1 Management Policy Statement: M01-15-01: Fire Protective Services Clerk -
Job Description ©

Recommendation: Accept for Information as a Management Policy

5.2 Fire Chief Report. ©

Recommendation: Accept the report and file for information

5.3 Fire Protective Services: Training Event – Report. ©

Recommendation: That Smoky Lake County Council acknowledge receipt of the training event report received from Fire Protective Service for the 2022 Alberta Fire Chiefs Conference May 29-31, 2022, Attended by: Scott Franchuk, Fire Chief.

6. Correspondence:

6.1 Fred Tyrrell, Executive Director – Alberta Fire Chiefs Association, Email dated May 26, 2022. Re: Resolutions

Recommendation: File for information. ©

7. Delegation(s):

7.1

8. Executive Session:

8.1

9. Date and time of Next Meeting(s):

Adjournment

SMOKY LAKE COUNTY



Minutes of the **Fire Protective Services Committee Meeting** held on Tuesday, **April 12, 2022** at 10:57 A.M. held virtually online through Electronic Communication Technology: Zoom Meeting and physically in County Council Chambers.

The meeting was called to Order by the Chairperson, Lorne Halisky in the presence of the following persons:

<u>Div. No.</u>	<u>Councillor(s)</u>	<u>ATTENDANCE</u> <u>Tuesday, Apr. 12, 2022</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Cere	Absent
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Absent
CAO	Gene Sobolewski	Virtually Present
Asst. CAO	Lydia Cielin	Virtually Present
Finance Manager	Brenda Adamson	Virtually Present
Fire Chief	Scott Franchuk	Present in Chambers
Fire Protect. Svc. Asst.	Spencer Kotylak	Present in Chambers
Natural Gas Manager	Daniel Moric	Virtually Present
Plan. & Dev. Manager	Jordan Ruegg	Virtually Present
Legislative Svcs/R.S.	Patti Priest	Virtually Present
GIS Officer	Carole Dowhaniuk	Virtually Present
Ag. Fieldman	Carleigh Danyluk	Virtually Present
Communications Tec.	Evonne Zukiwski	Virtually Present

No Members of the Media were present.

One Member of the Public was in virtual attendance.

2. Agenda:

580-22: Fenerty That the Smoky Lake County Fire Protective Services Committee Meeting Agenda for Tuesday, April 12, 2022, be adopted, as presented.

Carried Unanimously.

3. Minutes:

581-22: Gawalko That the Minutes of the Smoky Lake County Fire Protective Services Committee Meeting held on Tuesday, February 15, 2022, be adopted as presented.

Carried.

582-22: Fenerty That the Action List from the Smoky Lake County Fire Protective Services Committee Meeting held on Tuesday, February 15, 2022, be accepted as presented.

Carried.

4. Request for Decision:

Year-2022 Junior Firefighter Summer Day Camp

583-22: Fenerty That Smoky Lake County provide funds in the amount of \$5,000.00 allocated from the Fire Protective Services municipal reserve, towards the Year-2022 Junior Firefighter Summer Day Camp; and challenge the Village of Vilna, Village of Waskatenau, and Town of Smoky Lake to contribute funds to the project's total budget in the amount of \$15,000.00 prior to requesting County Council's approval for Family and Community Support Services (FCSS) Grant funding in accordance with Policy No. 08-17-01: Family and Community Support Services (FCSS).

Carried.

5. Issues for Information:

No Issues for Information.

6. Correspondence:

Career Fair for Grade 8 -12 Students at Smoky Lake Agricultural Complex

584-22: Halisky

That Smoky Lake County Council approve for Smoky Lake County Fire Protective Services to participate in the Career Fair, organized by the Aspen View Public Schools, Holy Family School (Lakeland Catholic), and Careers: The Next Generation, for approximately 250 Grade 8 -12 students, scheduled for April 21, 2022, at the Smoky Lake Agricultural Complex, in response to the letter received from Karen Holowaychuk, Career Fair Coordinator – Aspen View Public School, dated March 22, 2022.

Carried.

Emergency Preparedness Day Event

585-22: Fenerty

That Smoky Lake County partner with RCMP, Fish and Wildlife, EMS and Rural Crime Watch to conduct an Emergency Preparedness Day Event, scheduled for Saturday, May 7, 2022, at the Smoky Lake Agricultural Complex, and donate promotional items up to a maximum value in the amount of \$250.00 for the event, in response to the letter received from Brett Thiessen, Constable – Royal Canadian Mounted Police, Smoky Lake Detachment, dated March 28, 2022.

Carried.

Addition to the Agenda:

Bob Mitchell: Lamont County's 70-year Veteran Firefighter

586-22: Halisky

That Smoky Lake County recommend all Smoky Lake Region's Fire Chiefs, write a joint letter to congratulate Bob Mitchell: Lamont County's 70-year Veteran Firefighter, who has completed a national record setting 25,773 days of service.

Carried

7. Delegation:

No Delegation.

8. Executive Session:

No Executive Session.

Next Meeting

587-22: Gawalko

The next Smoky Lake County **Fire Protective Services Committee Meeting** be scheduled for **Friday, June 17, 2022, at 9:00 a.m.** to be held virtually, through Electronic Communication Technology as per Bylaw 1376-20 and/or physically in County Council Chambers.

Carried.

ADJOURNMENT:

588-22: Fenerty

That the Smoky Lake County Fire Protective Services Committee Meeting of April 12, 2022, be adjourned, time 11:23 a.m.

Carried.

CHAIRMAN

S E A L

CHIEF ADMINISTRATIVE OFFICER



FIRE PROTECTIVE ACTION LIST OF APRIL 12, 2022 AS OF 2022/06/14

5
GOALS

160%
GOAL COMPLETION

● Draft ● Not started ● Behind ● On Track ● Overdue ● Complete → Direct Alignment --- Indirect Alignment

GOAL

Meetin...	Motio...	Goal	Details	Owner	Progress Update	Curr...
		2022 04 12 Fire Protective Services				Comple

Meetin...	Motio...	Goal	Details	Owner	Progress Update	Curr...
2022/04/1 2	583-22	→Year-2022 Junior Firefighter Summer Day Camp	That Smoky Lake County provide funds in the amount of \$5,000.00 allocated from the Fire Protective Services municipal reserve, towards the Year-2022 Junior Firefighter Summer Day Camp; and challenge the Village of Vilna, Village of Waskatenau, and Town of Smoky Lake to contribute funds to the project's total budget in the amount of \$15,000.00 prior to requesting County Council's approval for Family and Community Support Services (FCSS) Grant funding in accordance with Policy No. 08-17-01: Family and Community Support Services (FCSS).	Fire Chief	<p>Scott Franchuk:</p> <p>Achievements: The challenge to the Village of Vilna, Village of Waskatenau, Town of Smoky Lake and Fire Departments to contribute funds to the 2022 Junior Firefighter Summer Day Camp were brought forth at the April 19, 2022 Smoky Lake Region Fire and Rescue Committee Meeting and forward to each respective Municipality and Fire Department. Smoky Lake County has received the following amounts:</p> <p>Town of Smoky Lake: \$500.00</p> <p>Village of Vilna: \$0.00</p> <p>Village of Waskatenau: \$1,500.00</p> <p>Smoky Lake Fire Department \$500.00</p> <p>Vilna Fire Department: \$1,000.00</p> <p>Waskatenau Fire Department: \$500.00</p> <p>Challenges: <i>No value</i></p> <p>Next Steps: <i>No value</i></p>	Completed
2022/04/1 2	584-22	→Career Fair for Grade 8 -12 Students at Smoky Lake Agricultural Complex	That Smoky Lake County Council approve for Smoky Lake County Fire Protective Services to participate in the Career Fair, organized by the Aspen View Public Schools, Holy Family School (Lakeland Catholic), and Careers: The Next Generation, for approximately 250 Grade 8 -12 students, scheduled for April 21, 2022, at the Smoky Lake Agricultural Complex, in response to the letter received from Karen Holowaychuk, Career Fair Coordinator – Aspen View Public School, dated March 22, 2022.	Fire Chief	<p>Scott Franchuk:</p> <p>Achievements: Smoky Lake County Emergency Services set up an information booth with applications for the fire departments and Junior Firefighter Summer Camp as well as, information on fire extinguishers, carbon monoxide/smoke detectors and home evacuation plans. We also set up a fire extinguisher demo outside with students using a fire extinguisher to extinguish a stove fire, barbecue fire and T pattern tray fire. 355 students attended the Career Fair Days and was good communication and awareness tool.</p> <p>Challenges: <i>No value</i></p> <p>Next Steps: <i>No value</i></p>	Completed

Meetin...	Motio...	Goal	Details	Owner	Progress Update	Curr...
2022/04/1 2	585-22	>Emergency Preparedness Day Event	That Smoky Lake County partner with RCMP, Fish and Wildlife, EMS and Rural Crime Watch to conduct an Emergency Preparedness Day Event, scheduled for Saturday, May 7, 2022, at the Smoky Lake Agricultural Complex, and donate promotional items up to a maximum value in the amount of \$250.00 for the event, in response to the letter received from Brett Thiessen, Constable – Royal Canadian Mounted Police, Smoky Lake Detachment, dated March 28, 2022.	Fire Chief	<p>Scott Franchuk:</p> <p>Achievements: Smoky Lake County Emergency Services set up a booth with information on carbon monoxide/smoke detectors, fire extinguishers, fire smart, home evacuation plans, know your address magnets/stickers and fire department applications. We also had the firetruck, rapid attack unit and drone on display. The event was well attended from 10 am to 12 pm in conjunctions with the farmers market and almost no one attended from 12 pm to 2 pm.</p> <p>Challenges: <i>No value</i></p> <p>Next Steps: <i>No value</i></p> <p>Jenna Preston:</p> <p>Achievements: Promotional items were given to the Fire Chief on May 4, 2022.</p> <p>Challenges: <i>No value</i></p> <p>Next Steps: <i>No value</i></p>	Completed
2022/04/1 2	586-22	>Bob Mitchell: Lamont County's 70-year Veteran Firefighter	That Smoky Lake County recommend all Smoky Lake Region's Fire Chiefs, write a joint letter to congratulate Bob Mitchell: Lamont County's 70-year Veteran Firefighter, who has completed a national record setting 25,773 days of service.	Legislative Service Clerk	<p>Patti Priest:</p> <p>Achievements: This item was brought forward to the Smoky Lake Region Fire and Rescue Committee where motion #37-22 was passed to write a joint letter from the region's Fire Chiefs to congratulate Bob Mitchell, Lamont County's 70-year Veteran Firefighter, who has completed a national record setting 25,773 days of service.</p> <p>Challenges: <i>No value</i></p> <p>Next Steps: <i>No value</i></p>	Completed




REQUEST FOR DECISION		DATE June 17, 2022	4.1
TOPIC	2022 Junior Firefighter Summer Day Camp		
PROPOSAL	<p><u>Background</u></p> <ul style="list-style-type: none"> ▪ Smoky Lake County hosted the 1st annual junior firefighter summer day camp on July 8-11, 2019, in conjunction with Whitlock Contracting Ltd. to increase interest in the fire service and act as a tool for recruitment. <p><u>History</u></p> <ul style="list-style-type: none"> ▪ The history provided for council to understand how the initiative originated to be a very successful and rewarding event. ▪ The concept was brought to the February 22, 2019 Smoky Lake Region Fire and Rescue Committee Meeting and the follow motion was passed: <p style="margin-left: 40px;">“That the Smoky Lake Region Fire and Rescue Committee support Smoky Lake County’s initiative to host a Youth Fire Smart Summer Camp, with a total budget in the amount of \$15,000.00 to provide youth teamwork opportunities and encourage volunteering at our fire departments in preparation of adulthood to assist with future volunteer firefighter recruitment.”</p> ▪ At the May 9, 2019 Smoky Lake Region Fire and Rescue Committee Meeting the junior camp programming was finalized and the following motions were passed: <p style="margin-left: 40px;">“That the Smoky Lake Region Fire and Rescue Committee recommend each respective Fire Department advise Smoky Lake County of the amount of any monetary contribution intended to support the 2019 Junior Firefighter Summer Day Camp.”</p> <p style="margin-left: 40px;">“That the Smoky Lake Region Fire and Rescue Committee accept the update provided regarding the Youth Fire Summer Camp, including the tentative training schedule and pamphlet; and implement a \$50.00 registration fee to be submitted with the registration application; and allow a maximum in the amount of 20 registrants on a first come, first serve basis.”</p> ▪ Smoky Lake County received monetary contributions from Waskatenau Fire Department, Smoky Lake Fire Department, Vilna Fire Department and Town of Smoky Lake in the amount of \$500.00. ▪ The Junior Firefighter Summer Day Camp had 11 participates which ran from July 8-11 at the Smoky Lake Fire Hall from 9:00 am – 3:30 pm. ▪ At the August 28, 2019 Fire Protective Services Committee Meeting draft financial were presented and the following motion was passed: <p style="margin-left: 40px;">“That Smoky Lake County acknowledge receipt of the Year-2019 Junior Firefighter Summer Day Camp - Financial Update, as prepared by Scott Franchuk, Fire Chief, with a total estimated revenue in the amount of \$16,050.00 and total estimated expenses in the amount of \$12,089.24; and, approve to transfer any remaining surplus funds from the said program into reserves for the Year-2020 Junior Firefighter Summer Day Camp program.”</p> 		

	<ul style="list-style-type: none"> ▪ At the September 18, 2020 Smoky Lake Region Fire and Rescue Committee meeting the completed financials for the 2019 junior firefighter summer camp were presented to the region and the following motion was passed: <ul style="list-style-type: none"> “That the Smoky Lake Region Fire and Rescue Committee approve the 2019 Junior Fire Summer Day Camp Unspent Budget in the amount of \$4,900.96 be transferred into a Reserve to be allocated towards a 2020 Junior Firefighter Summer Day Camp – Youth Fire Smart Summer Camp Program, as per Financial update, dated as of September 13, 2019; as presented by the Smoky Lake County Fire Chief.” ▪ The 2020 and 2021 Junior Firefighter Summer Day Camps were cancelled due to Public Health Restrictions and Public Safety in respect to Covid-19. <p>Current</p> <ul style="list-style-type: none"> ▪ At the April 12, 2022 Fire Protective Services Committee Meeting it was agreed upon to host the 2nd annual Junior Firefighter Summer Day Camp and the following motion was passed” <ul style="list-style-type: none"> “That Smoky Lake County provide funds in the amount of \$5,000.00 allocated from the Fire Protective Services municipal reserve, towards the Year-2022 Junior Firefighter Summer Day Camp; and challenge the Village of Vilna, Village of Waskatenau, and Town of Smoky Lake to contribute funds to the project’s total budget in the amount of \$15,000.00 prior to requesting County Council’s approval for Family and Community Support Services (FCSS) Grant funding in accordance with Policy No. 08-17-01: Family and Community Support Services (FCSS).” ▪ At the April 19, 2022 Smoky Lake Region Fire and Rescue Committee Meeting the request to challenge the other municipalities for financial support and the following motion was passed: <ul style="list-style-type: none"> “That the Smoky Lake Region Fire and Rescue Committee recommend each respective municipality advise Smoky Lake County Fire Protective Services of any intent to sponsor the 2nd Annual Year-2022 Junior Firefighter Summer Day Camp.” ▪ Smoky Lake County has received \$500.00 from Town of Smoky Lake, Smoky Lake Fire Department and Waskatenau Fire Department, \$1,000.00 from Vilna Fire Department and \$1,500.00 from the Village of Waskatenau from a total of \$4,000.00 <p>Proposal:</p> <ul style="list-style-type: none"> ▪ The Junior Firefighter Summer Day Camp is requesting financial funds from FCSS as this program meets the grant requirements. Attached is the FCSS grant application. Attachment 1 ▪ Attached is the anticipated draft revenue and expenses for the 2022 Junior Firefighter Summer Day Camp budget and the Camp Schedule. Attachments 2 and 3
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CORRELATION TO BUSINESS (STRATEGIC) PLAN	
LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	
BENEFITS	<ul style="list-style-type: none"> - Recruitment tool - Provides youth with teamwork opportunities - Gets youth involved with volunteer firefighting in preparation for adulthood
DISADVANTAGES	<ul style="list-style-type: none"> - Requires human resources and funding

ALTERNATIVES	- N/A		
FINANCE/BUDGET IMPLICATIONS			
Operating Costs:	<u>\$16,500.00</u>	Capital Costs:	_____
Budget Available:	<u>\$16,500.00</u>	Source of Funds:	<u>FCSS/Municipal</u>
Budgeted Costs:	_____	Unbudgeted Costs:	_____
INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS			
COMMUNICATION STRATEGY			

RECOMMENDATION	
That the Smoky Lake County approve to allocate funding in the amount of \$7,000.00 from the FCSS budget for the 2 nd Annual 2022 Junior Firefighter Summer Day Camp.	
Fire Chief	

SCHEDULE "A"

SMOKY LAKE COUNTY – FCSS GRANT APPLICATION

LEGAL REGISTERED NAME OF ORGANIZATION: Smoky Lake County Fire Protective Services

ADDRESS: 310 Box Smoky Lake City or Town T0A 3G0 Postal Code

PHONE #: 780-656-3730 FAX #: 780-656-3768

CONTACT PERSON: Scott Franchuk EMAIL: sfranchuk@smoky.lacounty.ab.ca

COMPLETE THIS APPLICATION IN ITS ENTIRETY

- 1. Is your organization registered as a not-for-profit entity? [] Yes [x] No
2. Does your organization operate within Smoky Lake County region? [x] Yes [] No
3. Project Description (Include amount requested)

Hosting a Junior Firefighter Summer Camp for kids ages 12-18 with the request of \$7,000.00

4. What is the target group or population you wish to reach with this program?

- [] Infants/Toddlers – 0-3 years
[] Preschoolers – 3-5 years
[] Children 5-12 years
[x] Youth 12-18 years
[] Adults
[] Seniors
[] Families
[] Community

5. Please select the main strategic social direction of the program.


- [x] Help people develop independence, strengthen coping skills, and become more resistance to crisis
[x] Help people develop an awareness of social needs.
[x] Help people develop interpersonal and group skills which enhance constructive relationships among people.
[x] Help people and communities assume responsibility for decisions and actions which affect them.
[x] Provide support that helps sustain people as active members of the community.

6. Please select the main strategic social outcome the program will attain.
- Individuals experience personal well being
 - Individuals are connected with others
 - Children and youth develop positively
 - Healthy functioning within families
 - Families have social supports
 - The community is connected and engaged
 - Community social issues are identified and addressed
7. Will the program be carried out by staff or volunteers? STAFF
8. What indicators of success will you use? How will you know the program has been successful? What is your outcome statement? EVALUATIONS FROM THE PAST SUMMER CAMP, PARTICIPANTS JOINING THE LOCAL FIRE DEPARTMENT
9. What measurement tool will you use to measure success? (survey, interview, documentation review, observation, focus group, or case studies)
EVALUATIONS, TALKING WITH THE PARENTS

I declare that

- ✓ I am a duly authorized representative having legal, financial, and /or executive signing authority for the above noted organization.
- ✓ The project will benefit the general community and not specific individuals/families..
- ✓ A final budget report indicating the project's expenses and revenues will be provided to the County no later than 60 days after the grant year end (December 31).
- ✓ A final evaluation form will be provided to the County no later than 60 days from the stated completion date.
- ✓ Any unused funding will be returned to Smoky Lake County.
- ✓ Any changes to the project including extensions must have written approval from the County.

Name: SCOTT FRANCHUK

Signature: 

Position: FIRE CHIEF

Date: JUNE 13, 2022

2022 Draft Junior Fire Summer Day Camp Revenue

Description	Quantity	Price	Revenue
Smoky Lake County	1	\$5,000.00	\$5,000.00
County FCSS Funding	1	\$7,000.00	\$7,000.00
Registration	17	\$50.00	\$850.00
Town of Smoky Lake	1	\$500.00	\$500.00
Village of Waskatenau	1	\$1,500.00	\$1,500.00
Smoky Lake Fire Department	1	\$500.00	\$500.00
Vilna Fire Department	1	\$1,000.00	\$1,000.00
Waskatenau Fire Department	1	\$500.00	\$500.00
Sub Total			\$16,850.00

2022 Draft Junior Fire Summer Day Camp Expenses

Description	Quantity	Price	Cost
Course Creation	1	\$750.00	\$750.00
Course Instructors	5	\$1,500.00	\$7,500.00
First Aid Course Material	17	\$25.00	\$425.00
Mileage	1150	\$0.60	\$690.00
Vehicle for Training with towing	3	\$675.00	\$675.00
Fire Gear Rental	17	\$160.00	\$2,720.00
T-Shirts	34	\$23.00	\$782.00
Food Cost	1	\$1,200.00	\$1,200.00
Catering Costs	5	\$100.00	\$500.00
Bumper to Bumper	1	\$200.00	\$200.00
Treated Water Used (m ³)	30	\$7.50	\$225.00
Fuel For Aspen View Bus	1	\$50.00	\$50.00
Curling Rink Rental	5	\$150.00	\$750.00
Sub Total			\$16,467.00
Surplus of =			\$383.00

Junior Firefighter Summer Day Camp Schedule

Time	Day 1	Day 2	Day 3	Day 4	Day 5
8:00 - 12:00	Welcoming Address Class Introductions Guest Speakers: RCMP, EMS and Fire Instructor Introduction Fire Gear Assignment First Aid Theory	First Aid Theory	Search and Rescue Scenarios and Fire Extinguisher Theory	Hose Laying and Pumping Theory with practical applications	Vehicle Extrication Theory and Scenarios
12:00 - 1:00	LUNCH				
1:00 - 5:00	First Aid Theory Basic Firefighter Theory and Donning and Doffing Gear	Fire Department Tools Demonstration and Apparatus Tour Offensive Attack Operations and Search and Rescue	Live Fire Training Fire Extinguishers	Pumping and Hose Laying Scenarios Vehicle Extrication Theory	Vehicle Extrication Scenarios Camp Clean Up Camp Wrap up and Certificate Presentation



REQUEST FOR DECISION	DATE	June 17, 2022	4.2
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TOPIC	Mutual Aid Agreement with Buffalo Lake Metis Settlement
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PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with Buffalo Lake Metis Settlement and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Buffalo Lake Metis Settlement.
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CORRELATION TO BUSINESS (STRATEGIC) PLAN

LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	Bylaw No. 1285-15 RMA Insurance
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BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses.
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DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement.
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ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency.
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FINANCE/BUDGET IMPLICATIONS

Operating Costs: _____	Capital Costs: _____
Budget Available: _____	Source of Funds: _____
Budgeted Costs: _____	Unbudgeted Costs: _____

INTERGOVERNMENTAL INVOLVEMENT /IMPLICATIONS	With each respective municipality
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COMMUNICATION STRATEGY	In house
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RECOMMENDATION

That Smoky Lake County execute a Mutual Aid Agreement with Buffalo Lake Metis Settlement for the Year 2022 to Year 2025 Election Term at a cost of \$400/hour/unit.

Fire Chief _____



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called “Smoky Lake”)



OF THE FIRST PART

AND

BUFFALO LAKE METIS SETTLEMENT
(hereinafter called “Buffalo Lake ”)



OF THE SECOND PART

WHEREAS Smoky Lake County and Buffalo Lake Metis Settlement are neighbouring jurisdictions that border each other;

AND WHEREAS Smoky Lake and Buffalo Lake 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, 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

BUFFALO LAKE METIS SETTLEMENT



Chairperson

Administrator

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

BUFFALO LAKE METIS SETTLEMENT

Box 16
 Caslan, Alberta
 T0A 0R0



Administration Phone: 1 (780) 689-2170
 E-mail: email@buffalolakems.ca
 Fax: 1 (780) 689-2024

Council

Name	Position	Contact Information
Stan Derlorme	Chairperson	Cell: 1 (780) 689-7243 E-mail: sderlorme@blmetis.ca
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Archie Handel	Sec – Treasurer	Cell: 1 (780) 689-7739 E-mail: ahandel@blmetis.ca
Dennis Reid	Councillor	Cell: 1 (780) 689-7408 E-mail: dennis.reid@blmetis.ca
Malcolm Auger	Councillor	Cell: 1 (780) 404-9692 E-mail: mauger@blmetis.ca

Administration

Name	Position	Contact Information
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Deana Auger	Finance Director	Cell: 1 (780) 689-7300 E-mail: dauger@blmetis.ca
Joseph Patenaude	Fire Chief	Cell: 1 (780) 689-5220 E-mail: jpatenaude@blmetis.ca
Roy Auger	Director of Emergency Management	Cell: 1 (780) 646-2400 E-mail: rauger@blmetis.ca
Lori Durocher	Infrastructure Manager	Cell: 1 (780) 689-0677 E-mail: ldurocher@metis.ca
Kevin Ladouceur	Public Works Maintenance	Phone: 1 (780) 689-2170 E-mail: kladouceur@blmetis.ca

End Schedule "A"

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
 Smoky Lake, Alberta
 T0A 3C0



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

Council

Name	Division Area	Contact Information
Dan Gawalko	Division 1	Phone: 1 (780) 636-3233 Cell: 1 (780) 645-1589 E-mail: dgawalko@smokylakecounty.ab.ca
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Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Position	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca

Doug Ponich	Public Work	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: tychkowsky@smokylakecounty.ab.ca

End Schedule "B"

Schedule "C" Service Rates

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

- The following states the fire protection service rates that shall apply between Buffalo Lake Metis Settlement and The Smoky Lake County as per Smoky Lake County Bylaw No.1285-15.

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of four hundred (\$400.00) dollars for each hour or fifteen (15) minute 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)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA
C)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty five (\$25.00) dollars per hour or fifteen (15) minute fraction thereof;

End Schedule "C"



REQUEST FOR DECISION		DATE	June 17, 2022	4.3
TOPIC	Mutual Aid Agreement with County of St. Paul			
PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with County of St. Paul and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by County of St. Paul. 			
CORRELATION TO BUSINESS (STRATEGIC) PLAN				
LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS		Bylaw No. 1285-15 RMA Insurance		
BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses. 			
DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement. 			
ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency. 			
FINANCE/BUDGET IMPLICATIONS				
Operating Costs: _____		Capital Costs: _____		
Budget Available: _____		Source of Funds: _____		
Budgeted Costs: _____		Unbudgeted Costs: _____		
INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS	With each respective municipality			
COMMUNICATION STRATEGY	In house			

RECOMMENDATION	
<p>That Smoky Lake County execute a Mutual Aid Agreement with County of St. Paul for the Year 2022 to Year 2025 Election Term at a cost of \$250/hour/unit.</p>	
Fire Chief	



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

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
Email: countysp@county.stpaul.ab.ca
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Council

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Administration

Name	Position	Contact Information
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Dan Ried	Public Works Director	Phone: 1 (780) 645-3006 ext. 2226 Cell: 1 (780) 645-0523 E-mail: dried@county.stpaul.ab.ca
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**Mutual Fire Aid Agreement
Smoky Lake County and County of St. Paul**

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Raymond Brousseau	Mallaig Fire Chief	Cell: 1 (780) 614-0772 E-Mail: ray@amyotteweld.ca
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Devin Rewoldt	Elk Point Deputy Fire Chief	Cell: 1 (780) 290-0415 E-mail: devbloggs@gmail.com

End Schedule "A"

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
 Smoky Lake, Alberta
 T0A 3C0



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

Council

Name	Division Area	Contact Information
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Linda Fenerty	Division 2	Cell: 1 (780) 646-0015 E-mail: lfenerty@smokylakecounty.ab.ca
Dominique Cere	Division 3	Cell: 1 (780) 656-0494 E-mail: dcere@smokylakecounty.ab.ca
Lorne Halisky	Division 4	Phone: 1 (780) 656-3837 Cell: 1 (780) 650-5401 E-mail: lhalisky@smokylakecounty.ab.ca
Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Position	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca

Doug Ponich	Public Work	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca

End Schedule "B"

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 assistance 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.

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of two hundred and fifty (\$250.00) dollars for each hour or fifteen (15) minute 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)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty (\$20.00) dollars per hour or fifteen (15) minute fraction thereof;
C)	County Resources	At the applicable County rates;
D)	Contracted Equipment	Any contract equipment commandeered or otherwise required 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.

End Schedule "C"



REQUEST FOR DECISION		DATE June 17, 2022	4.4
TOPIC	Mutual Aid Agreement with Kikino Metis Settlement		
PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. With a new election term the current mutual aid agreement information requires updates with the new contact information. Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> Smoky Lake Fire Protective Services has been in contact with Kikino Metis Settlement and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Kikino Metis Settlement. 		
CORRELATION TO BUSINESS (STRATEGIC) PLAN			
LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS		Bylaw No. 1285-15 RMA Insurance	
BENEFITS	<ul style="list-style-type: none"> Clear consistent terms for providing fire protection services. Good risk management for fire control for Smoky Lake County. Avoids unnecessary delays for emergency responses. 		
DISADVANTAGES	<ul style="list-style-type: none"> No fire protective services will be provided without a mutual aid agreement. 		
ALTERNATIVES	<ul style="list-style-type: none"> Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency. 		
FINANCE/BUDGET IMPLICATIONS			
Operating Costs:	_____	Capital Costs:	_____
Budget Available:	_____	Source of Funds:	_____
Budgeted Costs:	_____	Unbudgeted Costs:	_____
INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS	With each respective municipality		
COMMUNICATION STRATEGY	In house		

RECOMMENDATION	
<p>That Smoky Lake County execute a Mutual Aid Agreement with Kikino Metis Settlement for the Year 2022 to Year 2025 Election Term at a cost of \$400/hour/unit.</p>	
Fire Chief	



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called “Smoky Lake”)



OF THE FIRST PART

AND

KIKINO METIS SETTLEMENT
(hereinafter called “Kikino ”)



OF THE SECOND PART

- WHEREAS** Smoky Lake County and Kikino Métis Settlement are neighbouring jurisdictions that border each other;
- AND WHEREAS** Smoky Lake and Kikino 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 purpose of this agreement the requesting party shall compensate, 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

KIKINO METIS SETTLEMENT



Chairman

Administrator

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

KIKINO METIS SETTLEMENT

General Delivery
 Kikino, Alberta
 T0A 2B0



Administration Phone/ Councillor Contact: 1 (780) 623-7868
 Council E-mail: kikinocouncil@mcsnet.ca
 Fax: 1 (780) 623-7080

Council

Name	Division Area	Contact Information
Chad Cardinal	Chairman	
Lee Thom	Councillor	
David Thompson	Councillor	
Scott Cardinal	Councillor	
Randy Hardy	Councillor	

Administration

Name	Position	Contact Information
	Administrator	Phone: E-mail:
	Public Works Manager	Phone: E-mail:
	Fire Chief	Phone: 1 (780) 520-3743 Cell: E-mail:

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
 Smoky Lake, Alberta
 T0A 3C0



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

Council

Name	Division Area	Contact Information
Dan Gawalko	Division 1	Phone: 1 (780) 636-3233 Cell: 1 (780) 645-1589 E-mail: dgawalko@smokylakecounty.ab.ca
Linda Fenerty	Division 2	Cell: 1 (780) 646-0015 E-mail: lfenerty@smokylakecounty.ab.ca
Dominique Cere	Division 3	Cell: 1 (780) 656-0494 E-mail: dcere@smokylakecounty.ab.ca
Lorne Halisky	Division 4	Phone: 1 (780) 656-3837 Cell: 1 (780) 650-5401 E-mail: lhalisky@smokylakecounty.ab.ca
Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Position	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca

Doug Ponich	Public Works Manager	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca

End Schedule "B"

**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 states the fire protection service rates which shall apply between Kikino Metis Settlement and Smoky Lake County, as per Smoky Lake County Bylaw No. 1285-15.

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of four hundred (\$400.00) dollars for each hour or fifteen (15) minute fraction thereof for each firefighting vehicle owned by the Supplying Party to include two (2) firefighters per unit;
B)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA
C)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty five (\$25.00) dollars per hour or fifteen (15) minute fraction thereof;

End Schedule “C”



REQUEST FOR DECISION	DATE	June 17, 2022	4.5
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TOPIC	Mutual Aid Agreement with Lac La Biche County
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PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with Lac La Biche County and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Lac La Biche County.
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CORRELATION TO BUSINESS (STRATEGIC) PLAN

LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	Bylaw No. 1285-15 RMA Insurance
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BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses.
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DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement.
----------------------	--

ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency.
---------------------	---

FINANCE/BUDGET IMPLICATIONS

Operating Costs: _____	Capital Costs: _____
Budget Available: _____	Source of Funds: _____
Budgeted Costs: _____	Unbudgeted Costs: _____

INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS	With each respective municipality
---	-----------------------------------

COMMUNICATION STRATEGY	In house
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RECOMMENDATION

That Smoky Lake County execute a Mutual Aid Agreement with Lac La Biche County for the Year 2022 to Year 2025 Election Term at a cost of \$400/hour/unit.

Fire Chief _____



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called “Smoky Lake”)



OF THE FIRST PART

AND

LAC LA BICHE COUNTY
(hereinafter called “Lac La Biche”)



Lac La Biche County
welcoming by nature.

OF THE SECOND PART

WHEREAS Smoky Lake County and Lac La Biche County are neighbouring jurisdictions that border each other;

AND WHEREAS Smoky Lake and Lac La Biche 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:

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 - 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.
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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.
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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 follows:
14.
 - a. 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, representations 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

LAC LA BICHE COUNTY



Mayor

Chief Administrative Officer

SCHEDULE "A"
Personnel
MUTUAL FIRE AID AGREEMENT

LAC LA BICHE COUNTY

13422 HWY 881
Lac La Biche, Alberta
T0A-2C0
Po. Box 1679



Administration Phone: 1 (780) 623-1747
Toll-free: 1 (877) 806-5632
Fax: 1 (780) 623-2039
E-mail: main.office@laclabichecounty.com

Council

Name	Division Area	Contact Information
Paul Reutov	Mayor	Phone: 1 (780) 623-0477 E-mail: paul.reutov@laclabichecounty.com
Darlene Beniuk	Ward 1 Councillor	Phone: 1 (780) 520-7736 E-mail: darlene.beniuk@laclabichecounty.com
Kevin Paré	Ward 2 Councillor	Phone: 1 (780) 404-9038 E-mail: kevin.pare@laclabichecounty.com
Colette Borgun	Ward 3 Councillor	Phone: 1 (780) 798-3001 (780) 623-1445 E-mail: colette.borgun@laclabichecounty.com
Jason Stedman	Ward 4 Councillor	Phone: 1 (780) 623-2608 E-mail: jason.stedman@laclabichecounty.com
Charlyn Moore	Ward 5 Councillor	Phone: 1 (780) 404-9522 E-mail: charlyn.moore@laclabichecounty.com
Sterling Johnson	Ward 6 Councillor	Phone: 1 (780) 520-5626 E-mail: sterling.johnson@laclabichecounty.com
John Mondal	Ward 7 Councillor	Phone: 1 (780) 404-4130 E-mail: john.mondal@laclabichecounty.com
Lorin Tkachuk	Ward 7 Councillor	Phone: 1 (780) 520-1484 E-mail: lorin.tkachuk@laclabichecounty.com

Administration

Name	Title	Contact Information
Dan Small	Chief Administrative Officer	Phone: 1 (780) 623-6802 E-mail: dan.small@laclabichecounty.com
John Kokotilo	Regional Fire Chief and Manager, Emergency Management	Phone: 1 (780) 623-6820 Cell: 1 (780) 404-6419 E-mail: john.kokotilo@laclabichecounty.com
Chris Newhook	Regional Deputy Fire Chief, Fire Services Coordinator	Phone: 1 (780) 623-6803 Cell: 1 (780) 404-4972 E-mail: chris.newhook@laclabichecounty.com
Brian Shapka	Associate CAO, Infrastructure Services	Phone: 1 (780) 623-6789 E-mail: brian.shapka@laclabichecounty.com

End Schedule "A"

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
Smoky Lake, Alberta
T0A 3C0



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

Council

Name	Division Area	Contact Information
Dan Gawalko	Division 1	Phone: 1 (780) 636-3233 Cell: 1 (780) 645-1589 E-mail: dgawalko@smokylakecounty.ab.ca
Linda Fenerty	Division 2	Cell: 1 (780) 646-0015 E-mail: lfenerty@smokylakecounty.ab.ca
Dominique Cere	Division 3	Cell: 1 (780) 656-0494 E-mail: dcere@smokylakecounty.ab.ca
Lorne Halisky	Division 4	Phone: 1 (780) 656-3837 Cell: 1 (780) 650-5401 E-mail: lhalisky@smokylakecounty.ab.ca
Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Title	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca

**Mutual Fire Aid Agreement
Smoky Lake County and Lac La Biche County**

Doug Ponich	Public Works Manager	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca

End Schedule "B"

Schedule "C" Service Rates

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

- The following states the fire protection service rates that shall apply between Lac La Biche County and The Smoky Lake County as per Smoky Lake County Bylaw No.1285-15.

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of four hundred (\$400.00) dollars for each hour or fifteen (15) minute 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)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA
C)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty five (\$25.00) dollars per hour or fifteen (15) minute fraction thereof;

End Schedule "C"



REQUEST FOR DECISION	DATE	June 17, 2022	4.6
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TOPIC	Mutual Aid Agreement with Lamont County
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PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with Lamont County and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Lamont County.
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CORRELATION TO BUSINESS (STRATEGIC) PLAN

LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	Bylaw No. 1285-15 RMA Insurance
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BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses.
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DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement.
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ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency.
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FINANCE/BUDGET IMPLICATIONS

Operating Costs: _____	Capital Costs: _____
Budget Available: _____	Source of Funds: _____
Budgeted Costs: _____	Unbudgeted Costs: _____

INTERGOVERNMENTAL INVOLVEMENT /IMPLICATIONS	With each respective municipality
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COMMUNICATION STRATEGY	In house
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RECOMMENDATION

That Smoky Lake County execute a Mutual Aid Agreement with Lamont County for the Year 2022 to Year 2025 Election Term at a cost of \$200/hour/unit.

Fire Chief _____



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called "Smoky Lake")



OF THE FIRST PART

AND

LAMONT COUNTY
(hereinafter called "Lamont")



OF THE SECOND PART

WHEREAS Smoky Lake County and Lamont County are neighboring jurisdictions that border each other;

AND WHEREAS Smoky Lake and Lamont 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 who is listed in Schedule “A” or “B” of this agreement.
 - 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 firefighters 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 follows 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

LAMONT COUNTY



Reeve

Chief Administrative Officer

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

LAMONT COUNTY

5303-50 Avenue
Lamont, Alberta
T0B 2R0



Administration Phone: 1 (780) 895-2233
Toll-free: 1 (877) 895-2233
Fax: 1 (780) 895-7404
General Email: info@lamontcounty.ca

Authorized Representatives

Chief Administrative Officer
Regional Fire Chief
Regional Deputy Fire Chief
Director of Emergency Management

All Authorized Representatives
Phone: 1 (780) 895-2233

End Schedule "A"

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
Smoky Lake, Alberta
T0A 3C0



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

Authorized Representatives

Name	Title	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca
Doug Ponich	Public Works Manager	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca

End Schedule "B"

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 states the fire protection service rates that shall apply between Lamont County and Smoky Lake County, as previous negotiations have been agreed upon.

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of two hundred (\$200.00) dollars for each hour or fifteen (15) minute fraction thereof for each firefighting vehicle owned by the Supplying Party to include two (2) firefighters per unit;
B)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA
C)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty five (\$25.00) dollars per hour or fifteen (15) minute fraction thereof;

End Schedule "C"



REQUEST FOR DECISION	DATE	June 17, 2022	4.7
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TOPIC	Mutual Aid Agreement with Saddle Lake Cree Nation
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PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with Saddle Lake Cree Nation and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Saddle Lake Cree Nation.
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CORRELATION TO BUSINESS (STRATEGIC) PLAN

LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	Bylaw No. 1285-15 RMA Insurance
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BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses.
-----------------	--

DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement.
----------------------	--

ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency.
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FINANCE/BUDGET IMPLICATIONS

Operating Costs: _____	Capital Costs: _____
Budget Available: _____	Source of Funds: _____
Budgeted Costs: _____	Unbudgeted Costs: _____

INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS	With each respective municipality
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COMMUNICATION STRATEGY	In house
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RECOMMENDATION

That Smoky Lake County execute a Mutual Aid Agreement with Saddle Lake Cree Nation for the Year 2022 to Year 2025 Election Term at a cost of \$400/hour/unit.

Fire Chief _____



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called “Smoky Lake”)



OF THE FIRST PART

AND

SADDLE LAKE CREE NATION
(hereinafter called “Saddle Lake ”)



OF THE SECOND PART

WHEREAS Smoky Lake County and Saddle Lake Cree Nation are neighbouring jurisdictions that border each other;

AND WHEREAS Smoky Lake and Saddle Lake 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 follows:
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

SADDLE LAKE CREE NATION



Chief

Administrator

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

SADDLE LAKE CREE NATION

Po. Box 100
 Saddle Lake, Alberta
 T0A 3T0

Administration / Council Contact Phone: 1 (780) 726-3829



Council

Name	Position	Contact Information
John Large	Council Member	E-mail: john.large@saddlelake.ca
Eddy Makokis	Council Member	E-mail: eddy.makokis@saddlelake.ca
Cherrilene Steinhauer	Council Member	E-mail: cherillene.steinhauer@saddlelake.ca
James Steinhauer	Council Member	E-mail: james.steinhauer@saddlelake.ca
Pamela Quinn	Council Member	E-mail: pam.quinn@saddlelake.ca
Leonard Jackson	Council Member	E-mail: lenny.jackson@saddlelake.ca
Darcy McGilvery	Council Member	E-mail: darcy.mcgilvery@saddlelake.ca
Jason Whiskeyjack	Council Member	E-mail: jason.whiskeyjack@saddlelake.ca

Administration

Name	Position	Contact Information
Sheila Redcrow	Tribal Administrator	Phone: 1 (780) 726-3829 E-mail: sheila.redcrow@saddlelake.ca
	Fire Chief	
	Public Works Manager	

End Schedule "A"

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
 Smoky Lake, Alberta
 T0A 3C0



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

Council

Name	Division Area	Contact Information
Dan Gawalko	Division 1	Phone: 1 (780) 636-3233 Cell: 1 (780) 645-1589 E-mail: dgawalko@smokylakecounty.ab.ca
Linda Fenerty	Division 2	Cell: 1 (780) 646-0015 E-mail: lfenerty@smokylakecounty.ab.ca
Dominique Cere	Division 3	Cell: 1 (780) 656-0494 E-mail: dcere@smokylakecounty.ab.ca
Lorne Halisky	Division 4	Phone: 1 (780) 656-3837 Cell: 1 (780) 650-5401 E-mail: lhalisky@smokylakecounty.ab.ca
Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Position	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca
Doug Ponich	Public Works Manager	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca

Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca
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End Schedule "B"

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 states the fire protection service rate that shall apply between Saddle Lake Cree Nation and Smoky Lake County, as per Smoky Lake County Bylaw No. 1285-15

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of four hundred (\$400.00) dollars for each hour or fifteen (15) minute fraction thereof for each firefighting vehicle owned by the <u>Supplying Party</u> to include two (2) firefighters per unit;
B)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA
C)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty five (\$25.00) dollars per hour or fifteen (15) minute fraction thereof;

End Schedule "C"



REQUEST FOR DECISION	DATE	June 17, 2022	4.8
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TOPIC	Mutual Aid Agreement with Sturgeon County
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PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with Sturgeon County and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Sturgeon County.
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CORRELATION TO BUSINESS (STRATEGIC) PLAN

LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	Bylaw No. 1285-15 RMA Insurance
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BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses.
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DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement.
----------------------	--

ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency.
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FINANCE/BUDGET IMPLICATIONS

Operating Costs: _____	Capital Costs: _____
Budget Available: _____	Source of Funds: _____
Budgeted Costs: _____	Unbudgeted Costs: _____

INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS	With each respective municipality
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COMMUNICATION STRATEGY	In house
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RECOMMENDATION

That Smoky Lake County execute a Mutual Aid Agreement with Sturgeon County for the Year 2022 to Year 2025 Election Term at a cost of \$650/hour/unit.

Fire Chief



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called "Smoky Lake")



OF THE FIRST PART

AND

STURGEON COUNTY
(hereinafter called "Sturgeon")



OF THE SECOND PART

WHEREAS Smoky Lake County and Sturgeon County are neighboring jurisdictions that border each other;

AND WHEREAS Smoky Lake and Sturgeon 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 purpose 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 Sixty (60) 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

STURGEON COUNTY



Mayor

Chief Administrative Officer

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

STURGEON COUNTY

9613-100 Street
Morinville, Alberta
T8R 1L9



Administration Phone: 1 (780) 939-4321
Toll-free: 1 (866) 939-9303
Fax: 1 (780) 939-2893
E-mail: sturgeonmail@sturgeoncounty.ca

Council

Name	Division Area	Contact Information
Alanna Hnatiw	Mayor	Phone: 1 (587) 987-2907 E-mail: ahnatiw@sturgeoncounty.ca
Dan Derouin	Division 1 Councillor	Phone: 1 (587) 986-1431 E-mail: dderouin@sturgeoncounty.ca
Kristin Toms	Division 2 Councillor	Phone: 1 (587) 879-0208 E-mail: ktoms@sturgeoncounty.ca
Matthew McLennan	Division 3 Councillor	Phone: 1 (780) 974-4713 E-mail: mmclennan@sturgeoncounty.ca
Neal Comeau	Division 4 Councillor	Phone: 1 (587) 986-5035 E-mail: ncomeau@sturgeoncounty.ca
Deanna Stang	Division 5 Councillor	Phone: 1 (587) 879-5797 E-mail: dstang@sturgeoncounty.ca
Jason Berry	Division 6 Councillor	Phone: 1 (780) 999-2381 E-mail: jberry@sturgeoncounty.ca

Administration

Name	Position	Contact Information
Reegan McCullough	Chief Administrative Officer	Phone: 1 (780) 939-8345 E-mail: rmccullough@sturgeoncounty.ca
Scott MacDougall	Chief Operations Officer	Phone: 1 (780) 939-8337 E-mail: smacdougall@sturgeoncounty.ca
Pat Mahoney	Manager Protective Services / Fire Chief	Phone: 1 (780) 939-8400 Cell: 1 (780) 818-5066 E-mail: pmahoney@sturgeoncounty.ca

End Schedule "A"

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
Smoky Lake, Alberta
T0A 3C0



Phone: 1 (780) 656-3730

Fax: 1 (780) 656-3768

E-Mail: county@smokylakecounty.ab.ca

Council

Name	Division Area	Contact Information
Dan Gawalko	Division 1	Phone: 1 (780) 636-3233 Cell: 1 (780) 645-1589 E-mail: dgawalko@smokylakecounty.ab.ca
Linda Fenerty	Division 2	Cell: 1 (780) 646-0015 E-mail: lfenerty@smokylakecounty.ab.ca
Dominique Cere	Division 3	Cell: 1 (780) 656-0494 E-mail: dcere@smokylakecounty.ab.ca
Lorne Halisky	Division 4	Phone: 1 (780) 656-3837 Cell: 1 (780) 650-5401 E-mail: lhalisky@smokylakecounty.ab.ca
Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Position	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca

**Mutual Fire Aid Agreement
Smoky Lake County and Sturgeon County**

Doug Ponich	Public Works Manager	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca

End Schedule "B"

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 Sturgeon County and Smoky Lake County as previous negotiations have been agreed upon as per Alberta Transportation Table 1 "Rates of reimbursement for Fire Department Units".

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of six hundred and fifty (\$650.00) dollars for each hour or fifteen (15) minute fraction thereof for each firefighting vehicle owned by the Supplying Party to including firefighters per unit;
B)	Command Vehicles	The sum of one hundred and ninety (\$190.00) dollars for each hour or fifteen (15) minute fraction thereof for each command vehicle owned by the Supplying Party to including firefighters per unit;
B)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA

End Schedule "C"



REQUEST FOR DECISION	DATE	June 17, 2022	4.9
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TOPIC	Mutual Aid Agreement with Thorhild County
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PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with Thorhild County and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Thorhild County.
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CORRELATION TO BUSINESS (STRATEGIC) PLAN

LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	Bylaw No. 1285-15 RMA Insurance
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BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses.
-----------------	--

DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement.
----------------------	--

ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency.
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FINANCE/BUDGET IMPLICATIONS

Operating Costs: _____	Capital Costs: _____
Budget Available: _____	Source of Funds: _____
Budgeted Costs: _____	Unbudgeted Costs: _____

INTERGOVERNMENTAL INVOLVEMENT /IMPLICATIONS	With each respective municipality
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COMMUNICATION STRATEGY	In house
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RECOMMENDATION

That Smoky Lake County execute a Mutual Aid Agreement with Thorhild County for the Year 2022 to Year 2025 Election Term at a cost of \$400/hour/unit.

Fire Chief _____



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called “Smoky Lake”)



OF THE FIRST PART

AND

THORHILD COUNTY
(hereinafter called “Thorhild ”)



OF THE SECOND PART

WHEREAS Smoky Lake County and Thorhild County are neighbouring jurisdictions that border each other;

AND WHEREAS Smoky Lake and Thorhild 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 purpose of this Agreement the requesting party shall compensate, 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

THORHILD COUNTY



Reeve

Chief Administrative Officer

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

THORHILD COUNTY

Box 10
Thorhild, Alberta
T0A 3J0



Administration Phone: 1 (780) 398-3741
Toll-free: 1 (877) 398-3777
Fax: 1 (780) 398-3748

Council

Name	Division Area	Contact Information
Richard Filipchuk	Division 1	Phone: 1 (780) 656-0522 E-mail: richard.filipchuk@thorhildcounty.com
Angela Zilinski	Division 2	Phone: 1 (780) 307-5846 E-mail: angela.zilinski@thorhildcounty.com
Joyce Pierce	Division 3	Phone: 1 (780) 271-8458 E-mail: joyce.pierce@thorhildcounty.com
Janine Paly	Division 4	Phone: 1 (780) 307-5978 E-mail: janine.paly@thorhildcounty.com
Trevor Dafoe	Division 5	Phone: 1 (780) 656-8165 E-mail: trevor.dafoe@thorhildcounty.com

Administration

Name	Position	Contact Information
Ryan Maier	Chief Administrative Officer	Phone: 1 (780) 398-3741 ext. 2800 E-mail: cao@thorhildcounty.com
Janelle Cornelius	Deputy Chief Administrative Officer / Director of Corporate Services	Phone: 1 (780) 398-3741 ext. 2805 E-mail: janelle.cornelius@thorhildcounty.com
Denis Poulin	Fire Chief	Phone: 1 (780) 398-3741 ext. 2804 Cell: 1 (587) 336-3116 E-mail: denis.poulin@thorhildcounty.com
Nathan Sturrock	Deputy Fire Chief & Fire Guardian	Phone: 1 (780) 803-6065 E-mail: nathan.sturrock@thorhildcounty.com
Wayne Maclean	Director of Infrastructure	Phone: 1 (780) 398-3741 ext. 2816 E-mail: wayne.maclean@thorhildcounty.com
Ken Kraychy	Public Works Manager	Phone: 1 (780) 398-3741 ext. 3970 E-mail: ken.kraychy@thorhildcounty.com

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
Smoky Lake, Alberta
T0A 3C0



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

Council

Name	Division Area	Contact Information
Dan Gawalko	Division 1	Phone: 1 (780) 636-3233 Cell: 1 (780) 645-1589 E-mail: dgawalko@smokylakecounty.ab.ca
Linda Fenerty	Division 2	Cell: 1 (780) 646-0015 E-mail: lfenerty@smokylakecounty.ab.ca
Dominique Cere	Division 3	Cell: 1 (780) 656-0494 E-mail: dcere@smokylakecounty.ab.ca
Lorne Halisky	Division 4	Phone: 1 (780) 656-3837 Cell: 1 (780) 650-5401 E-mail: lhalisky@smokylakecounty.ab.ca
Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Position	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: ravsoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca

**Mutual Fire Aid Agreement
Smoky Lake County and Thorhild County**

Doug Ponich	Public Works Manager	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca

End Schedule "B"

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 states the fire protection services rates that shall apply between Thorhild County and Smoky Lake County, as per Smoky Lake County Bylaw No. 1285-15

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of four hundred (\$400.00) dollars for each hour or fifteen (15) minute fraction thereof for each firefighting vehicle owned by the Supplying Party to include two (2) firefighters per unit;
B)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA
C)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty five (\$25.00) dollars per hour or fifteen (15) minute fraction thereof;

End Schedule "C"



REQUEST FOR DECISION	DATE	June 17, 2022	4.10
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TOPIC	Mutual Aid Agreement with Two Hills County
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PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with Two Hills County and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Two Hills County.
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CORRELATION TO BUSINESS (STRATEGIC) PLAN

LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	Bylaw No. 1285-15 RMA Insurance
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BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses.
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DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement.
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ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency.
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FINANCE/BUDGET IMPLICATIONS

Operating Costs: _____	Capital Costs: _____
Budget Available: _____	Source of Funds: _____
Budgeted Costs: _____	Unbudgeted Costs: _____

INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS	With each respective municipality
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COMMUNICATION STRATEGY	In house
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RECOMMENDATION

That Smoky Lake County execute a Mutual Aid Agreement with Two Hills County for the Year 2022 to Year 2025 Election Term at a cost of \$200/hour/unit.

Fire Chief



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called “Smoky Lake”)



OF THE FIRST PART

AND

COUNTY OF TWO HILLS
(hereinafter called “Two Hills ”)



OF THE SECOND PART

- WHEREAS** Smoky Lake County and County of Two Hills are neighbouring jurisdictions that border each other;
- AND WHEREAS** Smoky Lake and Two Hills 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 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 TWO HILLS

Reeve

Chief Administrative Officer

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

COUNTY OF TWO HILLS

Po. Box 490
 Two Hills, Alberta
 T0B 4K0
 4818-50 Avenue



Administration Phone: 1 (780) 657-3358
 Toll-free: 1 (877) 657-3359
 Fax: 1 (780) 657-3504

Council

Name	Division Area	Contact Information
Don Gulayec	Division 1	Phone: 1 (780) 581-5555 E-mail: dgulayec@thcounty.ab.ca
Murray Phillips	Division 2	Phone: 1 (780) 210-3928 E-mail: mphillips@thcounty.ab.ca
Dianne Saskiw	Division 3	Phone: 1 (587) 280-0202 E-mail: dsaskiw@thcounty.ab.ca
Sebastien Dutrisac	Division 4	Phone: 1 (780) 617-3435 E-mail: sdutrisac@thcounty.ab.ca
Elroy Yakemchuk	Division 5	Phone: 1 (780) 208-0199 E-mail: eyakemchuk@thcounty.ab.ca

Administration

Name **Contact Information**

Name	Position	Contact Information
Sally Dary	Chief Administrative Officer	Phone: 1 (780) 657-3358 E-mail: sdary@thcounty.ab.ca
Kyle Winterbottom	Public Works Supervisor	Phone: 1 (780) 657-2499 E-mail: kwinterbottom@thcounty.ab.ca
Gary Dupuis	Essential Services Administrator	Phone: 1 (780) 657-3358 E-mail: fire@thcounty.ab.ca

End Schedule "A"

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
Smoky Lake, Alberta
T0A 3C0



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

Council

Name	Division Area	Contact Information
Dan Gawalko	Division 1	Phone: 1 (780) 636-3233 Cell: 1 (780) 645-1589 E-mail: dgawalko@smokylakecounty.ab.ca
Linda Fenerty	Division 2	Cell: 1 (780) 646-0015 E-mail: lfenerty@smokylakecounty.ab.ca
Dominique Cere	Division 3	Cell: 1 (780) 656-0494 E-mail: dcere@smokylakecounty.ab.ca
Lorne Halisky	Division 4	Phone: 1 (780) 656-3837 Cell: 1 (780) 650-5401 E-mail: lhalsky@smokylakecounty.ab.ca
Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Position	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca

**Mutual Fire Aid Agreement
Smoky Lake County and County of Two Hills**

Doug Ponich	Public Works Manager	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca

End Schedule "B"

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 states the fire protection services rates that shall apply between County of Two Hills and Smoky Lake County, as per Smoky Lake County Bylaw 1285-15.

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of two hundred (\$200.00) dollars for each hour or fifteen (15) minute fraction thereof for each firefighting vehicle owned by the Supplying Party to include two (2) firefighters per unit;
B)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA
C)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty five (\$25.00) dollars per hour or fifteen (15) minute fraction thereof;

End Schedule "C"



REQUEST FOR DECISION	DATE June 17, 2022	4.11
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TOPIC	Mutual Aid Agreement with Whitefish Lake First Nation #128
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PROPOSAL	<p>Background:</p> <ul style="list-style-type: none"> • Smoky Lake County is dedicated to provide the best emergency services to our residents and on occasion require mutual aid from neighboring municipalities. • Mutual aid agreements are executed between each municipality to provide clear and consistent terms for providing fire protective services within each boundary. • With a new election term the current mutual aid agreement information requires updates with the new contact information. • Bylaw No. 1285-15: Fire Protection Services "Schedule A" states if a mutual aid agreement is not executed with Smoky Lake County no emergency services will be provided. • RMA Insurance advises that the County execute mutual aid agreement with other municipalities to mitigate risk and liability. <p>Current:</p> <ul style="list-style-type: none"> • Smoky Lake Fire Protective Services has been in contact with Whitefish Lake First Nation #128 and mutually agreed as outlined in Schedule "C" Services Rates <p>Proposal:</p> <ul style="list-style-type: none"> • Smoky Lake County administration proceed to forward a mutual aid agreement to be executed by Whitefish Lake First Nation #128.
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CORRELATION TO BUSINESS (STRATEGIC) PLAN

LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	Bylaw No. 1285-15 RMA Insurance
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BENEFITS	<ul style="list-style-type: none"> - Clear consistent terms for providing fire protection services. - Good risk management for fire control for Smoky Lake County. - Avoids unnecessary delays for emergency responses.
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DISADVANTAGES	<ul style="list-style-type: none"> - No fire protective services will be provided without a mutual aid agreement.
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ALTERNATIVES	<ul style="list-style-type: none"> - Mutual aid fire protection can be provided but will require council resolution prior to responding, only in acclaimed Local State of Emergency.
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FINANCE/BUDGET IMPLICATIONS

Operating Costs: _____	Capital Costs: _____
Budget Available: _____	Source of Funds: _____
Budgeted Costs: _____	Unbudgeted Costs: _____

INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS	With each respective municipality
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COMMUNICATION STRATEGY	In house
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RECOMMENDATION

That Smoky Lake County execute a Mutual Aid Agreement with Whitefish Lake First Nation # 128 for the Year 2022 to Year 2025 Election Term at a cost of \$400/hour/unit.

Fire Chief



MUTUAL FIRE AID AGREEMENT



THIS AGREEMENT is from October 2021 To October 2025

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called “Smoky Lake”)



OF THE FIRST PART

AND

WHITEFISH LAKE FIRST NATION #128
(hereinafter called “Whitefish Lake ”)



OF THE SECOND PART

WHEREAS Smoky Lake County and Whitefish Lake First Nation are neighbouring jurisdictions that border each other;

AND WHEREAS Smoky Lake and Whitefish Lake 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

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 follows per schedule "C"
14.
 - a. For the purpose of this Agreement, 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

WHITEFISH LAKE FIRST NATION #128



Chief

Administrator

SCHEDULE "A"
Personnel

MUTUAL FIRE AID AGREEMENT

WHITEFISH LAKE FIRST NATION #128

Po. Box 271
 Goodfish Lake, Alberta
 T0A-1R0



Administration Phone: 1 (780) 636-7000
 Toll Free: 1 (800) 409-3978
 Edmonton Area: 1 (780) 428-9501
 Fax: 1 (780) 636-3534

Council

Name	Position	Contact Information
Stan L. Houle	Chief	Phone: 1 (780) 636-7001 Cell: 1 (780) 547-7501 E-mail: stanley.houle@wfl128.ca
Herb Jackson	Councillor	Phone: 1 (780) 636-7004 Cell: 1 (780) 547-7502 E-mail: herb.jackson@wfl128.ca
James Jackson Jr.	Councillor	Phone: 1 (780) 636-7002 Cell: 1 (780) 547-7503 E-mail: james.jackson.jr@wfl128.ca
Louise Hunter	Councillor	Phone: 1 (780) 636-7009 Cell: 1 (780) 547-7504 E-mail: louise.hunter@wfl128.ca
Shauna Jackson	Executive Assistant	Phone: 1 (780) 636-7013 Cell: 1 (780) 222-5172 E-mail: shauna.jackson@wfl128.ca

Administration

Name	Position	Contact Information
Evan Steinhaur	Band Manager	Phone: 1 (780) 645-9725 E-mail: evan.steinhauer@yahoo.com
Stanley Sparklingeyes	Fire Chief	Phone: 1 (780) 210-7010 E-mail: stansparks@wfl128.ca

End Schedule "A"

SCHEDULE "B"
Personnel

MUTUAL FIRE AID AGREEMENT

SMOKY LAKE COUNTY

Box 310 / 4612 McDougall Drive
 Smoky Lake, Alberta
 T0A 3C0



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

Council

Name	Division Area	Contact Information
Dan Gawalko	Division 1	Phone: 1 (780) 636-3233 Cell: 1 (780) 645-1589 E-mail: dgawalko@smokylakecounty.ab.ca
Linda Fenerty	Division 2	Cell: 1 (780) 646-0015 E-mail: lfenerty@smokylakecounty.ab.ca
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Lorne Halisky	Division 4	Phone: 1 (780) 656-3837 Cell: 1 (780) 650-5401 E-mail: lhalisky@smokylakecounty.ab.ca
Jared Serben	Division 5	Cell: 1 (780) 656-5244 E-mail: jserben@smokylakecounty.ab.ca

Administration

Name	Position	Contact Information
Gene Sobolewski	Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 207-1884 E-mail: cao@smokylakecounty.ab.ca
Lydia Cielin	Assistant Chief Administrative Officer	Phone: 1 (780) 656-3730 Cell: 1 (780) 650-1035 E-mail: lcielin@smokylakecounty.ab.ca
Scott Franchuk	Regional Fire Chief	Cell: 1 (780) 650-5410 E-mail: sfranchuk@smokylakecounty.ab.ca
Spencer Kotylak	Regional Deputy Fire Chief	Cell: 1 (780) 656-5575 E-mail: skotylak@smokylakecounty.ab.ca
Juanita Cozicar	Town of Smoky Lake Fire Chief	Cell: 1 (780) 650-1234 E-mail: firechief@smokylake.ca
Ray Soch	Village of Vilna Fire Chief	Cell: 1 (780) 656-0104 E-mail: raysoch_69@hotmail.com
Casey Caron	Village of Waskatenau Fire Chief	Cell: 1 (780) 656-0153 E-mail: casey.caron@live.ca

Doug Ponich	Public Works Manager	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5101 E-mail: dponich@smokylakecounty.ab.ca
Trevor Tychkowsky	Regional Director of Emergency Management / Safety Officer	Phone: 1 (780) 656-3755 Cell: 1 (780) 650-5111 E-mail: ttychkowsky@smokylakecounty.ab.ca

End Schedule "B"

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 states the fire protection service rates which shall apply between Whitefish Lake First Nation #128 and Smoky Lake County, as per Smoky Lake County Bylaw 1285-15.

	Supply Item	Service Rate Agreement
A)	Fire Apparatus	The sum of four hundred (\$400.00) dollars for each hour or fifteen (15) minute fraction thereof for each firefighting vehicle owned by the Supplying Party to include two (2) firefighters per unit;
B)	Construction Equipment	Cost will be based at the current Alberta Road Builders & Heavy Construction Rates. www.ARHCA.AB.CA
C)	Personnel	Each additional firefighter (excluding the two (2) firefighters per unit) at twenty five (\$25.00) dollars per hour or fifteen (15) minute fraction thereof;

End Schedule "C"

SMOKY LAKE COUNTY



Title: Fire Protective Services Clerk		Policy No.: 15-01
Section: 1 - M	<i>Job Description</i>	Code: P - A Page No.: 1 of 3

Classification:	Part-time permanent position – 3 days/week, as per the Collective Agreement with the Canadian Union of Public Employees (CUPE) Local 4575.
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Purpose:	Reporting to the Fire Chief and working under the supervision of the Deputy Fire Chief, the Fire Protective Services Clerk provides confidential clerical and administrative support for the Smoky Lake County Fire Protective Services Department and is responsible for a variety of administrative tasks which include: invoicing for services, receiving, organizing, maintaining records and files, preparing correspondence and reports, and maintaining databases
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Policy Statement and Guidelines:	
RESPONSIBILITIES	
1. General:	
1.1	Provides administrative, clerical and communication services in full support of the Fire Protective Services Department such as answering phones, filing, data entry and record keeping.
1.2	Assists with ordering supplies.
1.3	Assists the Fire Protective Services Department with preparations of special events, training and meetings hosted by the Fire Department.
1.4	Assists with the ongoing maintenance of the Smoky Lake Fire Department's Operational Guidelines manual as directed by the Fire Chief.
1.5	Assists with data entry into the GIS Fire database including fires, collisions, medicals and fire permits.
1.6	Assists with processing invoices for payment, monitoring invoices and record keeping.
1.7	Assists with the preparation and distribution of the agenda package for the Fire Protective Services Committees. In the absence of the Fire Protective Services Personnel, attends meetings.
1.8	Assists in drafting "Request for Decision" documents and presentations for Council agendas as required.
1.9	Handles of sensitive privileged information in relationship to the preparation of letters, memos, agreements, contracts, meeting notes, advertising, and promotional materials; as well as Personnel File records information for Paid on Call (POC) Fire Departments Firefighters, statistics, and recruitment.

Title: Fire Protective Services Clerk		Policy No.: 15-01
Section: 1 - M	<i>Job Description</i>	Code: P - A Page No.: 2 of 3

Policy Statement and Guidelines:

- 1.10 Assists with course/event registrations, ordering training aids, and maintaining records of departmental training and related expenses.
- 1.11 Provides excellent customer service to Fire Department members, public and outside agencies.
- 1.12 Maintains confidentiality of sensitive and privileged information.
- 1.13 Responds in a timely and accurate manner to questions or inquiries from the public regarding departmental matters, referring inquiries of a more complex nature to the appropriate supervisor or staff member.
- 1.14 Understands and adheres to the policies, principles and practices of Occupational Health and Safety legislation, and the County's requirements.
- 1.15 Maintains related social media page postings under the direction of the Fire Chief or designate.
- 1.16 Schedules and organizes appointments and meetings which may include arranging for facilities, catering, accommodations and transportation as required.

2. Other Responsibilities:

- 2.1 Other responsibilities and duties as assigned from time to time by the Fire Chief, Deputy Fire Chief, Chief Administrative Officer or designate.
- 2.2 Willingness to attend job specific workshops and training courses as required.

QUALIFICATIONS

- Post-secondary Office Administration certificate or diploma program with a minimum of two (2) years' experience in an office administration setting; an equivalent combination of experience and education may be considered.
- Strong organizational skills.
- High degree of accuracy in word processing (MS Word), spreadsheets (MS Excel), as well as data-entry experience.
- Ability to maintain effective working relationships with volunteers, municipal officials and other employees.
- Ability to maintain confidentiality of matters as required and working knowledge of the FOIP Act.
- Ability to work well under pressure and meet deadlines while continuing great attention to detail.
- Awareness of procedures, practices and regulations involved in the operations of municipal government.
- Satisfactory Vulnerable Sector Criminal Record Check.
- Valid Class 5 driver's license with satisfactory abstract.

Title: Fire Protective Services Clerk		Policy No.: 15-01
Section: 1 - M	Job Description	Code: P - A Page No.: 3 of 3

EMPLOYEE EVALUATION

- Evaluated by the Fire Chief on a yearly basis.
- Salary Range: as per Collective Agreement.

	Date	Chief Administrative Officer
Approved		
Amended		
Amended		
Amended		



FIRE SERVICES PLAN

(FIRE) COMMUNITY SERVICES

Goal	Progress Update
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1. Administrative Activity (FIRE):
100%**Scott Franchuk:**

Achievements:

- Set up an information booth, organized and completed the Farm Safety Demo at Farmer's Appreciation Day
- Completed 1 Fire Protective Services Committee agenda package
- Completed research and quotes on the AED's (ordered 15 AED's 9 for fire department and 6 for community groups) saved \$1331.08/unit
- Worked with our Communication Department to advertise the Junior Firefighter Summer Day Camp on social media, delivered flyers to all 4 s
- Registration closed on June 6 (17 participants registered)
- Send all the fire gear sizing to the Firm for the Junior Firefighter participants
- Ordered the Junior Firefighter t-shirts for the camp
- Dealing with a relentless ratepayer about fire hazards/occupancy concerns for a possible campground development
- Dealing with Metis Crossing on fire building codes on the installation of these star gazing pods
- 2 member attended the basic pilot drone course – got to demo the new drone with built in thermal imaging camera and works great
- 2 member attended the Alberta Fire Chiefs Conference
- Complete the Training Report for the Alberta Fire Chiefs Conference

Transitional Solutions

- Met with Kerri Holmes at the Alberta Fire Chiefs Conference
- Attended the Phase 2 project meeting for an update
- 2 municipalities as of May 31, 2022 have not sent in all the financial information
- Kerri has requested an extension on the phase 2 study and is now scheduled to be completed by early July

Challenges: *No value***Next Steps:** *No value*

2022/06/15

2. Fire Protective Services: 100%**Scott Franchuk:****Achievements:**

- The Fire Restriction was downgraded to an Fire Advisory on June 8
- 6 fire permits were issued
- 1 fireworks permit was issued

Challenges: *No value***Next Steps:** *No value*

2022/06/14

3. Smoky Lake Fire Department: 100%**Scott Franchuk:****Achievements:**

- Smoky Lake Fire responded to 3 collisions, 4 fires, 3 farming accidents, 1 medical, 1 Dangerous Goods and 1 fire alarm
- The department hosted 2 practices
- Members participated in the pitch in week for the Town of Smoky Lake and cleaned Harvest Gold Drive
- 1 member attended the Alberta Fire Chiefs Conference
- 9 members attended the Anhydrous awareness training at McEwens's Fuels and Fertilizers
- Engine 459 was taken into Cummins Sales and Service in Edmonton for an emissions recall

Challenges: *No value***Next Steps:** *No value*

2022/06/14

4. Vilna Fire Department: 100%**Scott Franchuk:**

Achievements:

- Vilna Fire Department responded to 6 fires and 1 collision
- The department hosted 2 practices
- 4 members attended the Alberta Fire Chiefs Conference
- 4 members attended the Anhydrous awareness training at McEwen's Fuels and Fertilizers
- Rapid attack 421 new scene lighting was installed
- Rapid attack 419 was towed into the County Shop with a turbo issue

Challenges: *No value*Next Steps: *No value*

2022/06/14

5. Waskatenau Fire Department: 100%**Scott Franchuk:**

Achievements:

- Waskatenau Fire responded to 2 collisions and 1 medical
- 3 members attended the Alberta Fire Chiefs Conference
- Ordered 1 firefighter helmet, 1 set of traffic wands and 1 set of turbo flares for landing STARS
- installed the new pressure washer in the fire hall

Challenges: *No value*Next Steps: *No value*

2022/06/14

6. Training Activity (FIRE): 100%**Scott Franchuk:**

Achievements:

- Junior Summer Firefighter Day Camp – July 4–8

Challenges: *No value*Next Steps: *No value*

2022/06/14

Goal

Progress Update

7. Council Member Inquiry (FIRE):
100%

Scott Franchuk:

Achievements:

- No Council inquiries at this time

Challenges: *No value*

Next Steps: *No value*

2022/06/14

Schedule "A"

TRAINING EVENT



SMOKY LAKE COUNTY
DEPARTMENT:

Fire Protective Services

REPORT

EVENT	NAME: Scott Franchuk	DATE: May 29-31, 2022
	ORGANIZATION: Smoky Lake County	LOCATION: Red Deer, AB
	<input type="checkbox"/> Seminar <input type="checkbox"/> Convention/Symposium <input checked="" type="checkbox"/> Conference <input type="checkbox"/> Workshop	
SUMMARY	Contents:	
	Sunday, May 29	
	<ul style="list-style-type: none"> - Fire Department members travelled into Red Deer for the start of the 2022 Conference. - Opening Ceremonies kicks off the conference with all members dressed in formal wear, followed right after with the Fallen Firefighter Memorial Service to allow the firefighters to pay their last respects to the members that are no longer with us. - With the conclusion of the Ceremonies the trade show opened up and welcomed the members. 	
	Monday, May 30	
	Keynote Speaker: Dr. Jody Carrington <ul style="list-style-type: none"> - Dr. Carrington spoke about mental health among first responders and how we are making strides and breaking the stigma around mental health in first responders. - How "I am good, you are good" or "suck it up" is no long acceptable behavior. - Mental Health in first responders is an issue, add in the pandemic and members are at an all time high which is very concerning. - Dr. Carrington talked about how the leadership has to support and help members through this tough time. - 2021 statistics shows the highest rate for suicide is in men aged 25 – 44 years old. 	
Trade Show		
<ul style="list-style-type: none"> - With 211 vendors, delegates had a chance to look at the new technology in equipment and the new fire apparatus being delivered to municipalities across western Canada. - Delegates also met their key contacts with each company and allowed for social networking. - We talked to the truck manufactures and wait times on new builds is a major issue, some trucks are taking up to 2 years to be completed. - Through the networking we met up the Lamont County and found out they started an on-call system to always have firefighters available. It started in 2021, council agreed to a 4 week pilot project. On one of the weeks they were using this model they were able to save a house from burning down and containing the fire to the garage. A couple weeks later they were not so lucky, with delayed response times and lack of members an entire farmyard burnt down. In 2022 Lamont Council passed a budget for 12 weeks of on-call and agreed to partner with Strathcona County for mutual aid on the west side of their County. 		
Tuesday, May 31		
Alberta Fire Chiefs Association Business Session		
<ul style="list-style-type: none"> - Elections for the executive were held with no changes, the entire executive got in by acclamation. - Executive reports were presented. - The association membership is decreasing significantly and will be looking at other options to keep the membership up. - 4 resolutions were brought forward and passed unanimously: 1. Whereas, fire departments are 		

using their resources including manpower to respond to Medical calls as EMS crews are absent or delayed, 2. **Whereas**, overall service and engagement has decreased significantly over the past 5+ years, 3. **Whereas**, the fire services training grants were discontinued in 2020, 4. **Whereas**, the Government of Alberta, as the accredited agency for certification, has a significant delay in performing NFPA standards evaluation validations, processing certification exams, and issuing certifications.

- The Association has created a committee call "How Long Can We Last" with the mandate to lobby the government for funding and create recruitment and retention ideas as all rural departments across Alberta are struggling staff their fire halls and provide a high-quality level of service to their residents.

Keynote Speaker: Kevin Cochran

- Kevin spoke about financial stress and how proper money management can keep the mental health and moral positive within the members.
- 2021 stats show that 56% of NHL players, 63% of MLB players and 78% NBA players are in financial trouble or bankrupt within 5 years of retiring.
- Kevin talked about smart investing, finding good financial advisors and really paying attention to your debt.
- If a credit card has a balance of \$9,500.00 and an interest rate of 19.99% by only make the minimum payments it will take 78 year and 10 months to pay off that debt.
- Look at all credit option, think about a line of credit, be aware of interest rates.
- Remembers yes banks are there to help you but they are there to make money too.
- If you are in financial trouble making a little bit of money, more money will not fix the issue it just creates bigger financial trouble unless you change your ways.

Honourable Minister of Municipal Affairs: Rick McIver

- Minister McIver announced the province is funding 20 new ambulances over the next 2 years and how the government is here to support the fire service in the province.
- Minister McIver took questions from the floor and was in for a rude awakening.
- The training grant funding was the hottest topic which the province discontinued, the decommissioning for the Office of the Fire Commissioner, the lack of staff, support and downloading to the municipalities on fire inspections, load occupancies and building codes as well support for the training and exams. The Association asked the Minister to create a provincial level of service standard for fire departments to follow with appropriate training grants.
- Minister McIver was unaware of all the issues surrounding the Inspections and building code issues, as well as the staffing issues with the Technical Advisors program (only 2 out of 7 positions are filled) and was a little surprised to see the association wanting the province to create fire department level of service standards.
- In closing Minister McIver asked the Association to accompany these concerns in a letter to his office so he can will start to address them.

Session Speaker: Laura King – Energy Storage Systems

- Energy Storage Systems (ESS) are becoming more common than we think.
- They are starting to be installed in homes, businesses and commercial building/storage sites.
- ESS poses a high risk to firefighters that are unaware of their presence.
- Firefighters responded to a commercial building fire that had 2 sea cans containing the ESS in Arizona, the fire caused a thermal run away and the 2 ESS exploded injuring 3 firefighters.
- The electric vehicles involved in collisions and fires are very dangerous if the ESS are compromised as a fire or explosion can occur.
- Firefighting tactics are to not use any foam as the foam will trap the heat in the batteries.
- In Norway the Fire Department uses a crane to lift the vehicles into a dumpster then fills the dumpster full of water to make sure the ESS is neutralized. They are then sent away to decommission the ESS.
- Electric vehicle that has compromised batteries will be deemed unstable and dangerous until the batteries is decommissioned.

	<ul style="list-style-type: none"> - Laura got the group listening to her presentation to really think about ESS and how many are in their communities. - Because we attended her session we were given free registration to the firefighting training course on ESS and electric vehicle for free. The course is 4 hours long and is recognized in Alberta. <p>Bear Pit Session: Red Deer Fire Chief Ken McMullen, Bonnyville Regional Fire Authority Fire Chief Dan Heney and Canmore Fire Chief Keri Martens</p> <ul style="list-style-type: none"> - All 3 fire chiefs talked about how Covid affected their members and communities: <ul style="list-style-type: none"> Red Deer: Members didn't want to bring Covid home with them to their families. They requested separate living quarters after coming off shifts to quarantine (24 hours) before going home, washing all clothing at the fire halls to eliminate the spread and the animosity between vaccinated and unvaccinated was crazy. At one point they almost didn't have enough staff to house the 23 mandatory day and night shifts. Bonnyville: Members with family medical issues stayed away from the fire hall putting stress on the other members/fire halls to cover the calls. Updating and writing Covid protocols was difficult and making sure everyone followed the protocols and safety procedures was challenging. Vaccinated/unvaccinated was an issue as well. Canmore: members bought into the Covid protocols and vaccines but were concerned as Canmore is a tourist location and on weekends the population would double or triple during Covid, increasing the risk of exposure. - The fire chiefs were asked about inclusion and diversity in the Fire Service and all agreed that it should not matter as long as they are willing and able to do the job then there is no problem. Also members just want to fit in so treat everyone the same and you will be fine. - The last question was how to make sure the members mental health is being monitored and addressed. All 3 fire chiefs believe mental health is very important and need to have the programs and protocols in place to make sure no members suffer or don't get the help they need. All 3 fire chiefs offered to share their programs on mental health if any fire department are struggling to created or established one. <p>Conference Wrap Up</p> <ul style="list-style-type: none"> - 2023 Fire Chiefs Conference will be hosting in Edmonton, Alberta on May 28-31. The Conference will be going back to a 4 day conference as this year they were not sure what Covid restrictions would be in place. 	
RESULTS	<p>What I took away:</p> <ol style="list-style-type: none"> 1. Keep up with the new development in your community 2. Pre planning is the key to having successful outcomes 3. Don't be scared to ask for help 4. The more you train the dumber you feel 	
WHY DID YOU ATTEND	Benefits: Social Networking and Education	
Prepared by Employee Scott Franchuk	DATE: June 14, 2022	COUNCIL MEETING DATE: June 17, 2022

ALBERTA FIRE CHIEFS ASSOCIATION RESOLUTION**Resolution #2022-1-R4(1)**

Whereas, ambulance wait times are noticeably getting longer across the Province;

And Whereas, these wait time pose a risk to the safety and lives of Albertans;

And Whereas, fire departments are using their resources including manpower to respond to Medical calls as EMS crews are absent or delayed;

Now therefore, be it resolved that The Alberta Fire Chiefs Association send an urgent letter to the Provincial Minister of Health to address these concerns at the municipal level immediately.

Background:

Becoming increasingly evident is the lack of ambulances and/or EMS staff to assist fire departments in their expected duty to respond to Medical First Response calls for assistance.

Many fire departments only became willing participants in the AHS controlled Medical First Responder Program with the understanding that ambulances would be readily available to deliver definitive care to patients within a reasonable and timely manner.

Over the past number of years, a degradation of availability and shortages due to staffing issues have made these critical resources severely delayed or non-existent. This leaves municipal fire services and ultimately municipalities in a position of severe liability.

Once first responders arrive on scene and deal with critical care issues, it is imperative that EMS arrive shortly thereafter to provide the interventions that fire crews are unable or unauthorized to administer. These include life saving medications, invasive procedures, specialized resuscitation equipment and the ability to quickly transfer the patient to a higher level of care.

The stress associated with long ambulance wait times also places an additional burden on fire crews who often need to console family members often falsely promising that transportation to hospital will be on scene shortly. This eventually leads to firefighter; refusals to attend medical call-outs, firefighter retention issues or Critical Incident Stress related disorders and treatment resulting from the psychological trauma from having friends and neighbours succumb from preventable delays in rapid medical intervention.

Recently cases have surfaced that report fire department driving patients to hospital in their own personal vehicles or fire apparatus and in some instances extended family

members transporting their loved one to hospital themselves. The risk to life, health and legal jeopardy in these cases is self evident.

In addition to medical first response calls, fire departments also rely on AHS/EMS services to be able to co-respond with fire departments to motor vehicle collisions and long-term fire incidents that include among other things structure fires, dangerous goods, grass and brush fires. EMS is critical to be on scene not only to manage patients generated by these events but also to monitor the health and safety of firefighter attending these events.

EMS roles and responsibilities are included in many fire department standard operating guidelines and are also identified in numerous industry and municipal emergency response and management plans. The immediate availability of these life saving services is paramount to successful outcomes.

It is crucial that EMS vehicles and qualified staff be available primarily for emergency calls and not providing non-critical routine transfers or area coverage for units in a backfill mode. It is then our recommendation that a third-party transfer service be contracted by AHS to deal with all interfacility transfers, freeing up basic and advanced life support services for more urgent matters thereby reducing EMS staff burnout due to call volume.

ALBERTA FIRE CHIEFS ASSOCIATION RESOLUTION

Resolution #2022-2-R7(1)

Government of Alberta (GoA) Department of Municipal Affairs-Training and Certification, Community and Technical Support {formerly OFC}

Whereas, overall service and engagement has decreased significantly over the past 5+ years

And Whereas, Since CoVid19 restrictions came into place – when contacted staff state that they are working from home and are unable to access 'system' (government) information

And Whereas, no one answers the phone in Edmonton

And Whereas, the Municipal Affairs website is out of date and hard to use

Now therefore, be it resolved that the AFCA establish an ongoing communication process with the personnel within the Department of Municipal Affairs including the Minister if necessary to ensure fire service training and certification receives adequate funding and direction to staff to meet the training needs of the fire service in Alberta as well as addressing the issues in the attached notes

Background:

- Overall service and engagement have decreased significantly over the past 5+ years
 - we never receive any regular/routine updates from the departments, Training and Certification or Community and Technical Support (formerly OFC) – we have no idea what they are working on, the status of any initiatives (if there even are any), staffing (who to contact when we need something) – organization chart (as an example)
- Since CoVid19 restrictions came into place – they have almost disappeared – in some cases, when contacted staff state that they are working from home and are unable to access 'system' (government) information.
- No one answers the phone in Edmonton. All communications through email, with many emails being missed
- The Municipal Affairs – (formerly OFC?) website

- Is out-of-date in many areas:
 - Information is 'old' – weblinks are 'dead' – "Page Not Found"
- Information is very 'basic' and has remained unchanged for years
 - There is really no place on the OFC website dedicated to supporting Fire Services – unlike many other Agency Websites, there is no 'Account' portal dedicated to providing service, information, support to Fire Rescue Agencies within Alberta.
- The website is not 'user friendly' – it is challenging to find information, correct Forms, etc. – the website has not been updated significantly in a number of years.

Training & Certification

- Training – Application for 'Hosting' & Examination/Evaluation
- Should be able to apply for testing/certification through an online portal directly from the website. Why are we emailing and faxing?
 - Application Process is cumbersome – it uses a 'fillable' pdf form that has to be submitted via email – this is an archaic system – needs to be automated like many other agency websites.
 - Once the pdf application is submitted – have to wait for 'confirmation' back from OFC before we can proceed with training
 - Any changes to training course (e.g., dates, number of students, etc.) all must be submitted via pdf (paper file) verses using an automated system.
 - The 'approval' process is slow and labor intensive for both applicant and approver – it is done solely over 'emails'
 - Missed emails result in: delayed approvals, exams not showing up on time or at all.
 - Inaccurate number of exams and/or answer sheets/skill sheets in package
 -
- Training Resources are non-existent from OFC

- There are no resources, other than reference links to agencies such as NFPA – the Alberta OFC doesn't produce or offer any type of training resources
- For ICS 100 – the online course is provided through AEMA – this is a totally separate process by which students have to be setup with individual accounts which I must apply for them on behalf
- Training Evaluation/Examination & Certification:
 - Like the hosting application – everything is done via email/pdf submissions, rather than an automated system.
 - Application for Certificates requires a separate application for each student, plus any required credentials must be scanned and emailed to OFC
 - Certificate Issuance takes months – and now the Certificates are not even sent out in the mail – a student has to have an account with Noverant (Alberta OFC) in order to access their training records and then print off their own certificates.
 - Exam/Evaluation Processing:
 - This a real problem area – on several occasions we have waited 4-6 months to receive final exam marks after the completion of a training course.
 - This is unacceptable – the exams are 'computer marked' and results are electronically generated.
 - Whatever process OFC is using to deal with examination grading, etc. is not serving us as clients

Training Accreditation

- The OFC is not staying current with its Training Accreditation as a Provincial Coordinating Body:
 - In the Fall of 2021, I applied to deliver the NFPA 1041 Level 1 Instructor Course here in CNP – the Alberta OFC could not approve the delivery of this course since they have not received their NFPA / ProBoard & IFSAC Accreditation for the New Edition of this IFSTA Course.

- The current 'list' of courses posted by the OFC for NFPA Standards is from Alberta Public Safety Division (2019) – this is over 2 years old and has not be updated.
- NFPA 1051 Wildland Firefighter Course (2016) – this was assigned to a Task Force back in December 2018 – since then, there has been no progress update provided for this training.
 - The 'publication' that OFC put together in 2019 remains the same and no updates on what the 2020 version was to provide, plus it still shows this Course with a Validation Date as 'To Be Announced'
 - In six years (2016) there has essentially been no progress made on this Course.

SUMMARY OF RESOLUTION #1

- 1) Lack of communications from the Alberta Municipal Affairs relating to Fire Services and Fire Service Testing and Certification. Zero communication to Alberta Fire Departments about changes in the Testing and Certification Division.
- 2) Outdated resources, outdated website, dead links, difficult to access information. All applications over email or fax, missed communications. Difficult to get a hold of someone on the phone.
- 3) Excessively long waits for certifications/exam marks. Application for certifications getting missed over email, having to apply individually for certificates, departments not having access to their staff's certificates. Certificates being available on-line only.
- 4) Unknowledgeable staff in Testing/Certification don't understand the challenges Fire Departments are having with the division. OFC asking for additional information that they already have, or should have, or that the info has already been sent but lost in email threads.
- 5) Site assessments – Fire departments are frustrated that they are being denied to host training or testing based on not having a specific site inspection completed. When in fact, most have already sent in the site inspection reports, but they have been lost in emails.
- 6) They (OFC) do not recognize or respect the amount of work and burden they are placing on Fire Departments, especially rural volunteer departments that don't have full-time staff dedicated to ensuring all requests from the OFC for information and documentation are being submitted.
- 7) Fire Departments are looking to other Provinces or States for training and certification as they have run out of patience and have completely lost confidence in the OFC to manage testing and certification.

ALBERTA FIRE CHIEFS ASSOCIATION RESOLUTION

Resolution #2022-4-R2

Resolution #AFCA-2022-4-R2

Title:

Date:

Expiry Date:

Active Status:

Sponsors:

Year:

Category:

Status:

Vote Results:

Preamble:

WHEREAS, the Government of Alberta Municipal Affairs is the only agency that administers the International Fire Service Accreditation Congress (IFSAC) and Pro Board accredited testing and certification for municipal and industrial fire rescue services in Alberta, and

WHEREAS, employers across Alberta utilize Pro Board/IFSAC certification to independently evaluate an employee's knowledge, skills, and abilities. These competencies are measured against recognized NFPA standards to establish worker competence in a dangerous occupation to reduce risk and meet their employer obligations under Part 1 of Alberta's Occupational Health and Safety Act, and

WHEREAS, certification validates an employee's individual knowledge, skills, and abilities in a defined profession, occupation, skill, or role. Certified individuals in the workforce reduce risk and enhance employee and public safety. In addition, these certifications allow employers and other stakeholders (ie. the Government of Alberta) to identify individuals with the competencies needed to perform a role or task, and

WHEREAS, the Government of Alberta, as the accredited agency for certification, has a significant delay in performing NFPA standards evaluation validations, processing certification exams, and issuing certifications, and

WHEREAS, Alberta's Fire Services requires timely and responsive service from the Government of Alberta as the sole provincial accredited agency to issue Pro Board/IFSAC certification to the to

maintain pace with continuous operational and training needs.

Operative Clause:

THEREFORE, BE IT RESOLVED that the Alberta Fire Chiefs Association requests that the Minister of Municipal Affairs initiate a Ministerial Review of the Accreditation and Certification Program that:

- a. results in the timely processing of certification examinations, applications, and invoicing and
- b. Timely exam/standard validations occur to ensure the ongoing availability of ~~certification~~certified training ~~to meet~~that meets the needs of the Alberta fire service in accordance with current and relevant standards, and
- c. Ensures that examinations, standards, and training program requirements are reviewed and validated by a committee comprised of relevant subject matter experts that functionally perform assessed tasks, skills, or competencies within their response model.

BE IT FURTHER RESOLVED that the Alberta Fire Chiefs Association recommend that the Government of Alberta establish a municipal fire service advisory board with representation that reflects the diversity of Alberta's Fire Service and it's stakeholders, to guide the work and vision of accreditation and certification,

BE IT FURTHER RESOLVED that in doing this the Alberta Fire Chiefs Association will support a Municipal Fire Service Advisory Board by providing two AFCA representatives to the board, representing the urban and rural fire service in Alberta. The Alberta Fire Chiefs Association recommends that such a board be further structured with representation from the Alberta Fire Training Officers Association, the Alberta Fire Fighters Association, Post-Secondary institutions delivering Fire Service training, and...

Resolution #AFCA-2022-4-R2

Member Background:

1. Accreditation and Certification is experiencing substantial delays in processing certification applications for the Alberta Fire Service.
 - a. IFSAC/Pro Board certification to the NFPA standard is the industry best practice that Alberta's Occupational Health and Safety looks to.
 - b. Certification provides industry recognized, independent verification that firefighting staff are qualified to industry standards.
 - c. Delays impact staff progression and advancement.
2. Certification exams and standards are not always reviewed by the best qualified representatives of the fire service. (ie. Wildland doing wildland. Highrise/big box being done by departments that regularly respond to those events.)

Government Response:

Provincial Ministries:

BACKGROUND:

The Problem:

- 3. Accreditation and Certification is experiencing substantial delays in processing certification applications for the Alberta Fire Service.**
 - a. IFSAC/ProBoard certification to the NFPA standard is the industry best practice that Alberta's Occupational Health and Safety looks to.**
 - b. Certification provides industry recognized, independent verification that firefighting staff are qualified to industry standards.**
 - c. Delays impact staff progression and advancement.**
- 4. Certification exams and standards are not always reviewed by the best qualified representatives of the fire service. (ie. Wildland doing wildland. Highrise/big box being done by departments that regularly respond to those events.)**

The Ask:

- 1. A ministerial review of Fire Rescue certification within Accreditation and Certification to:**
 - a. Provide consistent, timely processing of certification applications,**
 - b. Establish exam/standard validation committees using relevant subject matter experts for each standard.**
 - i. Ie. Wildland/WUI subject matter experts for NFPA 1051 standard.**
 - c. Establish a municipal fire service advisory board with representation that reflects the diversity of Alberta's Fire Service, to guide the work and vision of accreditation and certification.**