

CARROT RIVER VALLEY MUTUAL AID AREA ORGANIZATION

DISASTER SERVICES MUTUAL AID AGREEMENT

MADE THIS 06 DAY OF February A.D. 20 18

BETWEEN THE SIGNATORY INCORPORATED MUNICIPALITIES

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

AND WHEREAS the municipalities that are a party to this agreement wish to pre-arrange for prompt emergency assistance for any partner municipality which may be affected or threatened by a major emergency;

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

1. Any one of the parties to the agreement in need of emergency assistance may request Mutual Aid from one or more of the other parties, subject to the following conditions:
 - 1.1 Mutual Aid shall be restricted to equipment owned by and municipal staff employed by the Assisting Party, or equipment and staff under contract to the Assisting Party.
 - 1.2 Any calls for Aid shall be made by the Emergency Management Coordinator or other duly authorized representative of the Requesting Party, and must be directed to the Emergency Management Coordinator or other duly authorized representative of the Assisting Party.
 - 1.3 Any party to this agreement may at any time request Aid in accordance with the provisions of the agreement when subject to emergent circumstances within the Requesting Party's municipal boundaries.
 - 1.4 Mutual Aid is not intended to be requested to compensate for service level or resource shortfalls in the Requesting Party's normal course of business.
 - 1.5 A request for Aid may be made either orally or in writing, provided that any oral request for Aid is confirmed subsequently in writing as soon as practicably possible.

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

2. DEFINITIONS

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

3. TERM

- 3.1 This agreement comes into force upon signing and shall be reviewed annually by all parties thereafter. At the time of review, amendments or additions may be introduced by way of a rider, which shall become part of the agreement upon ratification by all parties.
- 3.2 Any party may withdraw from the agreement by providing a Ninety (90) Day Notice of Termination to the other parties in writing. Upon withdrawal of any party, the agreement shall continue in force between the remaining parties.

4. PAYMENT FOR AID

- 4.1 The Assisting Party may charge fees in accordance with Schedule "A" attached hereto and forming a part of this agreement.
- 4.2 Per incident charges are reviewable from time to time by the respective Councils. Fees may be amended, by bylaw, on or before April 1st, for the ensuing year, for the term of this agreement. Approved per incident charges shall be annexed to this agreement in place of the fees established in section 4.1.
- 4.3 Upon receipt of an invoice and statement of costs directly incurred by the Assisting Party in providing Aid, the Requesting Party shall pay such costs to the Assisting Party in accordance with the payment terms of such invoice.
- 4.4 All goods and services tax or any duty or rate, irrespective of the governmental authority that imposes it, shall be paid by the Requesting Party at the time and in the manner required by the applicable legislation.

5. INDEMNIFICATION, INSURANCE AND LIMITATION OF LIABILITY

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

- 5.3 The Requesting Party shall indemnify and save harmless an Assisting Party for damage or loss of any apparatus or equipment due to the Assisting Party providing Aid.
- 5.4 The Requesting Party shall indemnify and save harmless an Assisting Party from and against all losses, costs, damages, injury, death or expense to person(s) employed by the Assisting Party resulting from or in any way attributable to the provision of Aid, except where caused by the negligence of the Assisting Party.
- 5.5 The Requesting Party hereby remises, releases and discharges an Assisting Party, its successors and assigns of and from all manner of actions, causes of action or claims and demands of every nature or kind which the Requesting Party may have against an Assisting Party by reason of any breach of this agreement on the part of the Assisting Party.
- 5.6 Notwithstanding anything to the contrary in this agreement, particularly sections 5.2, 5.3, or 5.4 of this agreement, no party to this agreement shall have any liability to the other whatsoever:
 - 5.6.1 With respect to the respective obligations under this agreement, or otherwise, for consequential, indirect, exemplary or punitive damages, even if the party was advised of the possibility of such damages; and
 - 5.6.2 For any losses, claims, demands, actions, payments, judgments, costs or expenses whatsoever that a party may incur due to the other party's refusal or inability to provide Aid upon request.
- 5.7 Each party shall obtain and keep in force all risk property insurance covering, on an appraised cost basis, vehicles and equipment which may be employed in the provision of assistance under this agreement.
- 5.8 Each party shall obtain and keep in force comprehensive general liability insurance covering the operations of its municipality, including unlicensed vehicles, in an amount not less than \$5,000,000 per occurrence.

6. GENERAL

- 6.1 No party may assign this agreement.
- 6.2 The terms and conditions contained in this agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this agreement.
- 6.3 Time is to be of the essence in this agreement.

- 6.4 Nothing in this agreement, nor in any acts of either party hereto pursuant to this agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the parties hereto, and neither party has the authority to bind the other to any obligation of any kind.

7. CONFIDENTIAL INFORMATION AND OWNERSHIP OF PROPERTY

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

8. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

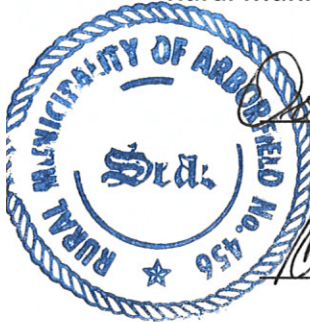
- 8.1 Notwithstanding the termination or expiry of this agreement, the parties acknowledge that information and records compiled or created under this agreement which are in the custody of any party are subject to the *Local Authority Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the Assisting Party shall forward the information and records to the Requesting Party in accordance with the Act.
- 8.2 The Requesting Party shall furnish to the Assisting Party such information in its possession reasonably required for the proper performance of the obligations of the Assisting Party, and shall, in every way provide such cooperation as is reasonable in order for the Assisting Party to be able to perform the services.
- 8.3 This Section shall survive the termination or expiry of this agreement.

9. SIGNING IN COUNTERPARTS


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

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

Rural Municipality of Arborfield # 456

 Don Ueberhill
Reeve
Mike Lidy
Administrator

Town of Choiceland

 R. Mandue
Mayor
Holly Goulet
Administrator


Town of Arborfield

 Andy [Signature]
Mayor
Franklin [Signature]
Administrator


Village of Codette

 John Ham
Mayor
Shirley Hopkins
Administrator

Village of Aylsham


 Keith Archer
Mayor
Jimmy Gray
Clerk

Village of Love

 Dolly Vall
Mayor
Kathy Gauzwa
Clerk

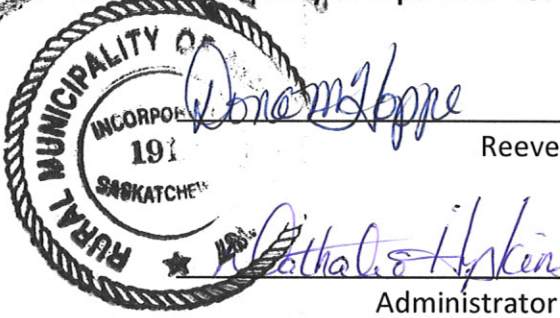
Rural Municipality of Moose Range # 486

Town of Carrot River

 [Signature]
Mayor
[Signature]
Administrator

 Bud Chats.
Reeve
Ben Doerflinger
Administrator

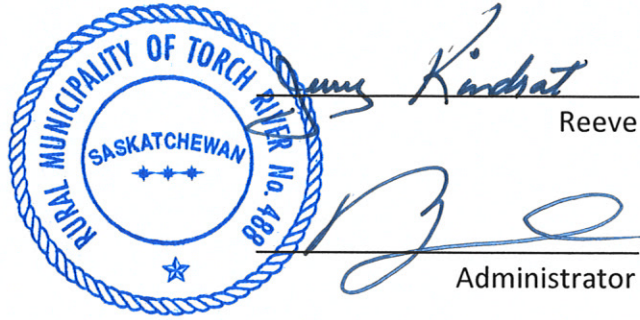
Rural Municipality of Nipawin # 487



Reeve

Administrator

Rural Municipality of Torch River # 488



Reeve

Administrator

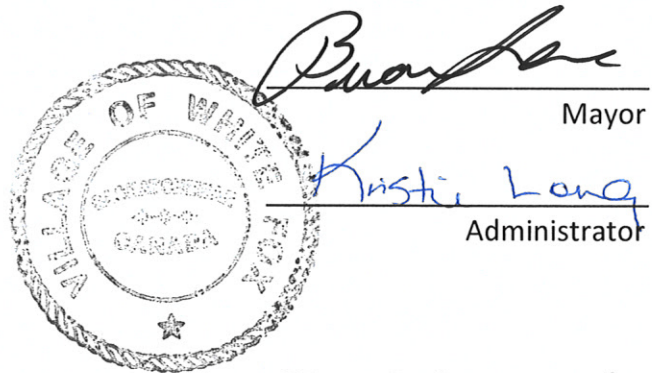
Town of Nipawin



Mayor

Chief Administrative Officer

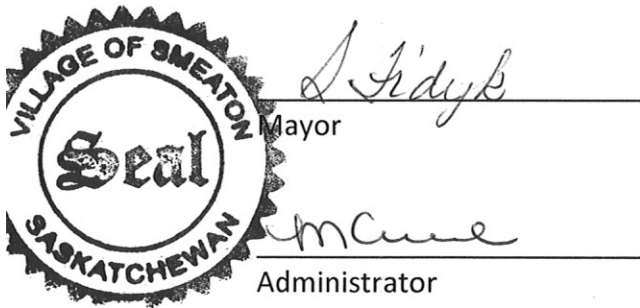
Village of White Fox



Mayor

Administrator

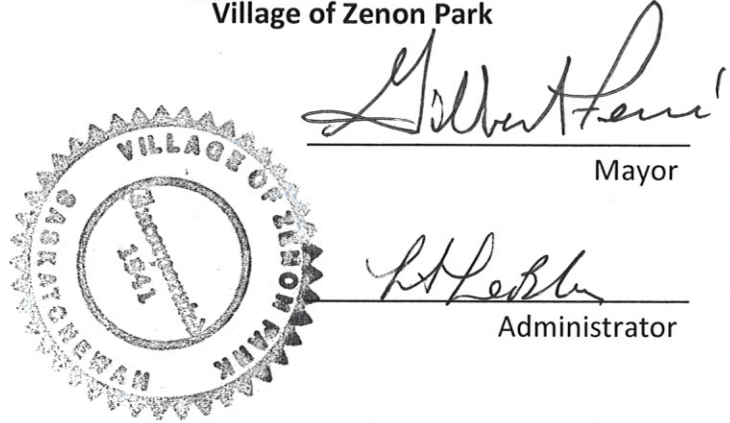
Village of Smeaton



Mayor

Administrator

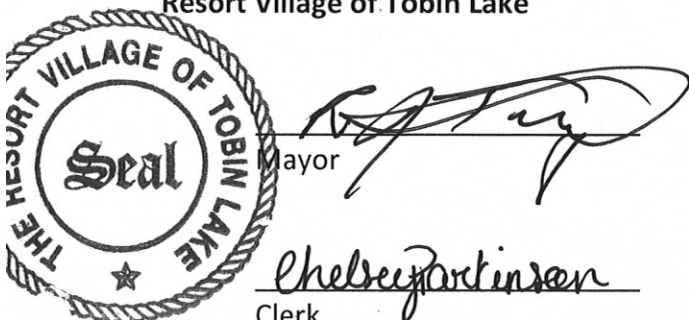
Village of Zenon Park



Mayor

Administrator

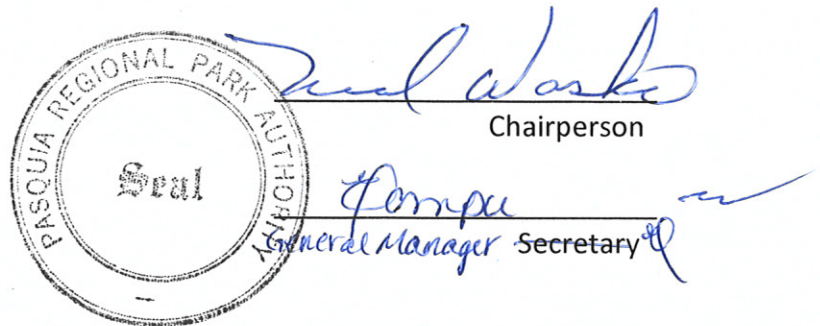
Resort Village of Tobin Lake



Mayor

Clerk

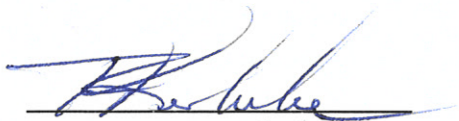
Pasquia Regional Park



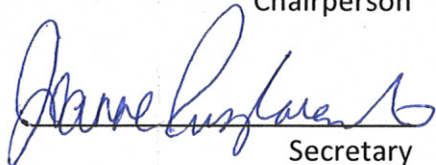
Chairperson

General Manager Secretary

Nipawin & District Regional Park



Chairperson



Secretary



**Carrot River Valley Mutual Aid Area Organization
Disaster Services Agreement**

Schedule "A"

Equipment Rates Per Hour (including operator cost)

Grader	\$150.00
Scraper	\$200.00
Backhoe	\$100.00
Crawler	\$150.00
Loader	\$150.00
3-Ton Truck	\$100.00
Mower	\$60.00 (without tractor)
Tractor	\$85.00
Generator	\$110.00
Skidsteer Loader	\$100.00
Vacuum Truck	\$125.00
Tandem Truck	\$140.00
Handivan	\$75.00

Equipment rates shall be increased by the cost of living index percentage each year.

Mileage Rate for use of personal vehicles shall be charged out at the current Public Services Commission Rate

The cost of transporting equipment to assist in the event of a request shall be charged out at actual cost.

All consumables shall be replaced by the requesting party prior to the equipment being returned to the Assisting Party.