

MUTUAL AID AGREEMENT

This Memorandum of Agreement, made in duplicate, this 25th day of December, 2020

BETWEEN:

HER MAJESTY THE QUEEN in right of Canada as represented by the Minister of National Defence (hereinafter referred to as “the Minister”).

OF THE FIRST PART

AND:

DUNDURN FIRE DEPARTMENT in the Province of Saskatchewan (hereinafter referred to as “the Municipality of A”).

OF THE SECOND PART

WHEREAS the Minister maintains a fire department for the protection of the defence establishment known as “DND” in the Province of Saskatchewan:

AND WHEREAS the Municipalities serviced by the Dundurn Fire Department for their protection known as “DFD”:

AND WHEREAS the parties wish to arrange for mutual assistance in fire emergencies; and

NOW THEREFORE, in consideration of the premises and of the mutual undertaking hereinafter, the PARTIES HERETO AGREE each with the other as follows:

Request for assistance

1. Subject to the availability of firefighters and equipment, as listed in Schedule “A” titled “List of Resources Potentially Available – by Fire Department”, each party will respond to a call for assistance as may be requested by another party in a fire emergency, but nothing contained in this Agreement shall require a party to provide personnel or equipment where firefighting resources are deemed unavailable. Points of contacts for assistance calls are identified in Schedule “B”.
2. The Senior Fire Officer of the party receiving a request for assistance shall have sole discretion to determine what assistance can be given and what firefighters and equipment can be made available, and shall have the right to withdraw such assistance when and to the extent that, in their judgement, circumstances and responsibilities require them to do so. In this Agreement the expression “Senior Fire Officer” means, in the absence of such officer, the Fire Chief, the deputy or any other person discharging duties or responsibilities during the period of assistance.

3. Any call for firefighting assistance purporting to be made by the Senior Fire Officer of a party shall constitute a request for assistance pursuant to this Agreement.
4. At the fire ground, personnel and equipment of the assisting party shall remain under the direction of its Senior Fire Officer available at the fire scene to the Senior Fire Officer of the party requesting assistance.
5. In the case where assistance is provided, the parties agree that the initial use of resources will be done in accordance with Schedule "C".

Period of Assistance

6. For purposes of this Agreement, the period of assistance shall be deemed to commence at the time the call for assistance is received by the fire department of the assisting party and will end at the time the fire department of the assisting party arrives at its home fire hall, exclusive of any period during which its equipment may be immobilized at the fire ground by reason of accident or mechanical breakdown, or during which it may be prevented by mechanical defects or deficiencies in its equipment from useful employment in fighting the fire.

Financial Provision

7. Upon receipt of a detailed statement of account certified by the Senior Fire Officer of the assisting party in response to a request for assistance made under the terms of paragraph 3, the requesting party shall:
 - a. As per Schedule "D" titled "Reimbursement Rates for Emergency Resources for the Dundurn Fire Department" and Schedule "E" titled "Reimbursement Rates for Emergency Resources for 17 Wing Detachment Dundurn Fire Department", as amended from time to time; and
 - b. Reimbursement of costs of all consumables used for the benefit of the requesting party, as related to the request.
 - c. In the event that the Minister provides firefighter personnel as requested, the Minister will be required to backfill these personnel for operational purposes and as a result any incremental costs related to this backfill will be the responsibility of the requesting Municipality.

Liability

8. The parties agree that they will not use C8 Class B foam when answering a request for assistance.
9. No party shall have or assert any claim against another party for loss, damage, or injury to persons or property attributable to the performance of this Agreement.

10. The party requesting assistance shall indemnify and save harmless the assisting party from and against any and every claim or demand by a person not a party to this Agreement that:
 - a. Is based on an event that occurs during a period of assistance as defined in paragraph 6; and
 - b. Is attributable to, or in any way connected with, the performance by a party of its obligations under this Agreement,

Provided, however, that the expression "claim or demand" shall not for purposes of this clause include an assessment by the Workers Compensation Board of the Province.

11. Notwithstanding any other provision of this Agreement, this Agreement is subject to the *Crown Liability and Proceedings Act*. In no event shall the liability of Her Majesty, her officers, employees, servants, and agents, including but not limited to all members of the Department of National Defence, exceed or conflict with the provisions of the *Crown Liability and Proceedings Act*. If there is a conflict between this Agreement and the provisions of the *Crown Liability and Proceedings Act*, the provisions of the *Crown Liability and Proceedings Act* shall prevail and the terms within this Agreement that are inconsistent with the *Crown Liability and Proceedings Act* shall be superseded or varied to the extent necessary to give full effect to such Act but otherwise consistent with this Agreement.

Training on Equipment

12. It is agreed that having personnel from all parties trained on the other parties' equipment is essential to ensure the safety of all personnel and efficient work during an emergency. Training required will be determined by the Senior Fire Officer of each party and may be completed on all equipment and at another party's location. All parties to this Agreement assume all liability for their personnel and equipment during the training.
13. The Senior Fire Officers of the parties hereto shall be responsible for such mutual consultation and the adoption of such measures as they deem expedient in order to familiarize the firefighters of each party with the fire risks and the fire protection facilities available to assist them in the area for which the other parties hereto are responsible.

Amendment and Review

14. This Agreement shall be reviewed every two (2) years from the date of signing by the parties at a time of their choosing. It may be amended only with the written consent of all parties.

Duration and Termination

- 15. This Agreement shall become effective on the date of the last signature and shall remain in force until it is terminated. It may be terminated at any time by a party giving to the others a written notice specifying therein a date of at least three (3) months from the giving of such notice upon which this Agreement is to terminate, and on the date so specified this Agreement shall be at an end, but without prejudice to any right of another party arising hereunder prior to termination.

Specific Condition

- 16. No bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into this Memorandum of Agreement.

IN WITNESS THEREOF this Agreement has been executed

On behalf of Her Majesty the Queen in right of Canada, by

PROTEAU, DAVID Digitally signed by PROTEAU,
448 DAVID 448
 Date: 2020.12.23 09:34:24 -06'00'

Base or Wing Commander

Digitally signed by PELZER,
LISA 884
Date: 2020.12.23 10:11:20-06'00'

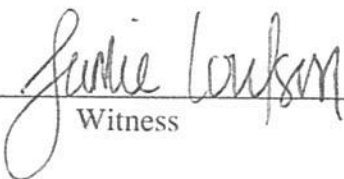
Witness

This 23 day of December 20... 20

On behalf of Dundurn Fire Department, by



DFD Commission Chairperson



Witness

This 13 day of JAN 20... 20
TW

Schedule "A"

List of Resources Potentially Available – by Fire Department

17 Wing Detachment Dundurn Fire Department

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size	Foam Tank Size
Red 1 Pumper	2012	E-One			
Red 2 (Aerial)	2007	E-One	7000L/Min	300 US gallons	N/A
R 15 (Range Vehicle) (Brush fire)	2012	Fort Gary	300 G/Min	1200 US Gallons	20 Gallons
R 16 (Range Vehicle) (Brush fire)	2012	Fort Gary	300 G/Min	1200 US Gallons	20 Gallons
R 17 (Range Vehicle) (Brush fire)	2012	Fort Gary	300 G/Min	1200 US Gallons	20 Gallons
R 18 (Utility Vehicle)	2015	Dodge(RAM 3500)	N/A	N/A	N/A
Red 14 (Utility Vehicle)	2015	Dodge (Ram 1500)	N/A	N/A	N/A
Mini Pump (Brush Fire)	N/A	N/A	N/A	150 Gallons	N/A
Wajax Pump	N/A	N/A	N/A	N/A	N/A

Town of Dundurn Fire Department

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
E 491J	2016	Acres	1250gpm	1000 Gallons
W 491J	2019	Acres	310gpm	400 Gallons
T 491J	1997	GMC	N/A	1200 Gallons
E 492J	1981	Chev Model 70	1250gpm	1000 Gallons
R 491J	2000	Ford Crestline	N/A	N/A
U 491J		Chev Silverado	N/A	N/A

Schedule "B"

List of Fire Departments and Respective Points of Contact (POC)

17 Wing Detachment Dundurn Fire Department

Title	Name	Business	Mobile	Email
Fire Chief	Bob Gauthier	306-429-2135 Ext 4366	306-251- 2198	Bob.gauthier@forces.gc.ca
Deputy Fire Chief	Robert Sotnikow	306-429-2135 Ext 4422	306-716- 1641	Robert.sotnikow@forces.gc.ca

Town of Dundurn Fire Department

Title	Name	Business	Mobile	Email
Fire Chief	Tom Willms	306-222-3839	306-222- 3839	dundurnfiredepartment@gmail.com
Captain	Dwayne Nizinkevich	306-281-7189	306-281- 7189	dnizinkevich@hotmail.com

Schedule "C"

Initial Use of Emergency Resources

DND – 17 Wing Detachment Dundurn

Initial Use of Emergency Resources			
Building or Location	On the territory of	Initial Response	With the help of
On or along Highway...	DFD/DND	DFD	DND
Streets ... in Married Quarters Area	DND	DND	DFD
Married Quarters	DND	DND	DFD
All DND Building	DND	DND	DFD
Residences	DND	DND	DFD as needed
Residences	DFD	DFD	DND as needed

B/W: Base/Wing

DFD: Dundurn Fire Department

DND: Department of National Defence

Town of Dundurn Fire Department

Initial Use of Emergency Resources			
Building or Location	On the territory of	Initial Response	With the help of
On or along Highway...	DFD/DND	DFD	DND
Streets in Town of Dundurn	DFD	DFD	DND
Any residential building	DFD	DFD	DND
All non-residential building	DFD	DFD	DND
Residences	DFD	DFD	DND as needed

B/W: Base/Wing

DFD: Dundurn Fire Department

DND: Department of National Defence

Schedule "D"

Reimbursement Rates for Emergency Resources For the Town of Dundurn Fire Departments

DND

E-One pumper or 100Ft E-One Bronto Ladder Truck with minimum of (2) two firefighters		\$646.00/hour
Range Vehicle with minimum of (2) two firefighters		\$400.00/hour
Mini pump / bush truck with minimum of (2) two firefighters		\$200.00/hour
Ambulance with minimum of (2) two firefighters		\$400.00/hour
Utility Vehicle Red 14 or 18		\$300.00/hour
Additional manpower as required	Firefighter	\$44.00 to 59.00/hour
Additional manpower as required	Deputy Platoon Chief	\$47.00 to 62.00/hour
Additional manpower as required	Platoon Chief	\$50.00 to 67.00/hour

For DFD

All Emergency Response and Firefighting	\$1,000.00/hour
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The rates provided herein are based on local market value rates as of the date of this agreement or published provincial reimbursement rates. Rates for resources not listed herein shall be based on the DND Cost Factors manual (CFM) and updated in accordance with the DND Economic Model.