

MUNICIPAL / LOCAL SERVICE DISTRICT FIRE
PROTECTION MUTUAL AID AGREEMENT

This Mutual Aid Fire Protection Agreement entered into this _____ day of _____ 19____ between the Municipality/Local Service District of _____ AND the Municipality/Local Service District of _____ is for the purpose of servicing, in accordance with PART _____ hereunder, Fire Protection of Life and Property and in Firefighting, provided:

1. This Agreement shall remain in full force and effect until such time as it is revoked, in writing, by both parties or replaced by a new agreement.
2. Both parties to this Agreement, shall, with three (3) month written notice from either party, meet and negotiate charges or amendments to the Agreement.
3. Failure to pay, where applicable, the agreed cost-sharing funding for services within three (3) months of the agreed date of payment in the Agreement shall render this Agreement null and void.

PART 1 - AGREEMENT BETWEEN MUNICIPALITY/LOCAL SERVICE DISTRICT HAVING FIREFIGHTING EQUIPMENT / ORGANIZED FIRE DEPARTMENT AND MUNICIPALITY/LOCAL SERVICE DISTRICT NOT HAVING FIREFIGHTING EQUIPMENT/ AND/OR ORGANIZED FIRE DEPARTMENT.

IT IS AGREED THAT:

1. Upon request, through a pre-determined fire alarm system, the Municipality/Local Service District of _____, hereinafter referred to as the RESPONDING PARTY, shall, subject to #3 below, dispatch to any point within the Municipality/Local Service District of _____, hereinafter referred to as the REQUESTING PARTY, firefighting equipment and personnel deemed necessary for the situation by the RESPONDING PARTY.

2. The Office-in-Charge of the RESPONDING PARTY'S firefighting equipment and personnel shall have full control of the situation and all personnel engaged in fighting the fire.
3. The RESPONDING PARTY shall be released by the Requesting Party when their services are no longer required or when the RESPONDING PARTY is needed within the area for which it normally provides fire protection.
4. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
5. Both Parties to this Agreement shall have the full protection of the applicable Sections of the Municipalities Act/Local Service District Regulations.
6. The Requesting Party shall pay to the RESPONDING PARTY the sum of \$ _____ for the year _____ on or before _____ of same year for the services outlined in this Agreement.
7. The number of occupied structures in a Municipality/Local Service District will be used to determine the yearly fee that the Municipality/Local Service District will pay for fire protection. This figure may change from year to year. Therefore, both Parties are to meet at the end of each year to establish the fee to be charged by Daniel's Harbour for the upcoming year. This is to be done before preparing the Town of Daniel's Harbour's budget for the upcoming year.
8. Firefighting equipment such as pumps and hoses may possibly be placed in the Requesting Party's Municipality/Local Service District if the Daniel's Harbour Fire Department does not require such equipment to be kept at another location (ie. The Daniel's Harbour Fire Hall). Prior to equipment being placed in a Requesting Party's Municipality/Local Service District that Municipality/Local Service District would have to

provide a location to store such equipment as deemed suitable by the Town of Daniel's Harbour and the Daniel's Harbour Fire Department. The Requesting Party's Municipality/Local Service District would also be required to have at least 2 residents as regular active members of the Daniel's Harbour Fire Department who would be trained to operate and maintain the equipment placed in their Municipality/Local Service District and trained in at least basic firefighting techniques. The Town of Daniel's Harbour and/or the Daniel's Harbour Fire Department must have full and easy access to it's equipment at all times and may remove such equipment without prior notice from a Requesting Party's Municipality/Local Service District at any time. Notice of such removal will be given prior to removal if not an emergency situation.

9. Requesting Party shall provide the RESPONDING PARTY with a map of their Municipality/Local Service District if requested.

Neither Party shall be reimbursed for any costs incurred pursuant to this Agreement.

Signed by the proper officers of the Parties in the presence of the witness hereto subscribing;

MUNICIPALITY/LOCAL SERVICE DISTRICT

MUNICIPALITY/LOCAL SERVICE DISTRICT

MAYOR/CHAIRMAN

MAYOR/CHAIRMAN

CLERK/SECRETARY

CLERK/SECRETARY

WITNESS

WITNESS