

Municipal Corporation of the Township of Killaloe, Hagarty and Richards

By-Law #44-2014

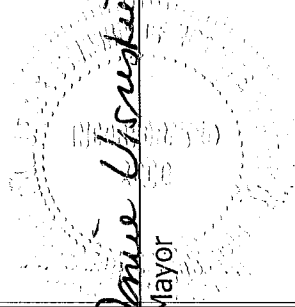
Being a by-law to authorize the Mayor and the CAO/Clerk-Treasurer to sign a Heavy Rescue (Extrication) Agreement with the Municipal Corporation of the Township of Brudenell, Lyndoch & Raglan.

Whereas the Council for the Municipal Corporation of the Township of Killaloe, Hagarty and Richards deems it desirable to sign a Heavy Rescue (Extrication) Agreement with the Municipal Corporation of the Township of Brudenell, Lyndoch & Raglan;

NOW THEREFORE BE IT RESOLVED THAT the Council for the Municipal Corporation of the Township of Killaloe, Hagarty and Richards hereby authorizes the Mayor and the CAO/Clerk-Treasurer to sign a Heavy Rescue (Extrication) Agreement with the Municipal Corporation of the Township of Brudenell, Lyndoch & Raglan, said agreement being attached hereto as Schedule "A", and forming part of this by-law.

Read a first and second time this 21st day of October, 2014.

Read a third time and finally passed this 21st day of October, 2014.



Jamie Urquhart Moore
Mayor

John Kudaw
CAO/Clerk-Treasurer

Heavy Rescue (Extrication) Agreement

BETWEEN

The Corporation of Killaloe, Hagarty and Richards Township

AND

The Corporation of the Township of Brudenell, Lyndoch & Raglan

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE TWO PARTIES AS NOTED ABOVE AS FOLLOWS FOR THE PERIOD EFFECTIVE **October 22, 2014 to January 31, 2015.**

1. Definitions

“**Call**” shall mean an emergency incident within the agreed to portion(s) of Municipality of Brudenell, Lyndoch & Raglan Township for the provision of Heavy Rescue (Extrication) services.

“**Equipment**” shall mean the equipment necessary for Heavy Rescue (Extrication) services owned by the Township of Killaloe, Hagarty and Richards.

“**Incident Commander**” shall mean the Fire Chief or designate of the Killaloe, Hagarty and Richards Township Fire Department or responding Officer-in-Charge.

“**Area of Service**” shall mean the Geographic Township of Brudenell, Lyndoch & Raglan.

2. Area to be Protected

2.1 It is agreed by the two parties that the Killaloe, Hagarty and Richards Township Fire Department will respond to calls within the area of service and that all calls for Heavy Rescue (Extrication) within the area of service will dispatch the Killaloe, Hagarty and Richards Township through the Brudenell, Lyndoch & Raglan Fire Department via a Mutual Aid call initiated by the Brudenell, Lyndoch & Raglan Fire Department through Renfrew County Dispatch.

2.2 The Killaloe, Hagarty and Richards Township Fire Department shall make all reasonable attempts to respond to any call of which it has been notified within the area of service. Additional fire apparatus and firefighters will be provided by the Killaloe, Hagarty and Richards Township Fire Department as deemed necessary by the Incident Commander.

2.3 It is agreed between the two parties hereto that should the Killaloe, Hagarty and Richards Township Fire Department be dispatched and respond to a call and upon arriving at the scene find the call is actually outside of the area of service, the Killaloe, Hagarty and Richards Township Fire Department will notify the Brudenell, Lyndoch & Raglan Township Fire Department, and will continue to service the call until such time as the Fire Department whose jurisdiction the call is in arrives at the scene. The Township of Killaloe, Hagarty and Richards shall bill the Township of Brudenell, Lyndoch & Raglan for the call, and the Township of Brudenell, Lyndoch & Raglan shall pay the invoice within 30 days of their receipt of same.

3. Equipment & Firefighters

3.1 Both parties agree that sufficient firefighters and equipment as deemed necessary and available by the Incident Commander will respond to a call.

3.2 It is understood by both parties that all efforts will be made by the Killaloe, Hagarty and Richards Township Fire Department to ensure that **minimum** response to a call will be one (1) apparatus, all necessary Heavy Rescue (Extrication) Equipment and two (2) personnel.

4. Response

In the event the Killaloe, Hagarty and Richards Township Fire Department receives a call within their municipality while responding to, or at the scene of a call in the area of service, the Incident Commander **will immediately** notify the Brudenell, Lyndoch & Raglan Township Fire Department via dispatch and update the dispatch centre that a Killaloe, Hagarty and Richards Township Fire Department rescue response cannot be made. The Incident Commander may order the return of such personnel, apparatus and/or equipment that is responding to or is at the scene of an incident in the area of service.

4.1 Whenever the Killaloe, Hagarty and Richards Township Fire Department is committed to a call within its own boundaries, or within another agreement area or to a Renfrew County Mutual Fire Aid assistance call and there is a request for Heavy Rescue (Extrication) services within the area of service, the Incident Commander will notify dispatch and update the Brudenell, Lyndoch & Raglan Township Fire Department that the Killaloe, Hagarty and Richards Township will be unable to provide service. The Incident Commander will notify the Brudenell, Lyndoch & Raglan Fire Department through dispatch as soon as the service can again be provided.

4.2 Under any and all circumstances, the provision of services under this agreement to the area of service shall be at the discretion of the Incident Commander.

4.3 It is understood and agreed by both parties that notwithstanding the provisions of the Agreement, and as provided for in *The Municipal Act, S.O. 2001, c. 25*, and any amendment thereto, no liability shall accrue to the Killaloe, Hagarty and Richards Township Fire Department for failing to supply the use of Heavy Rescue (Extrication) services, equipment or any of it, in response to a call to the area of service.

5. Indemnification

5.1 The Municipality of Brudenell, Lyndoch & Raglan Township agrees that it will at all times fully indemnify and save harmless the Municipality of Killaloe, Hagarty and Richards Township and the members of the Killaloe, Hagarty and Richards Township Fire Department from any and all losses, costs, charges, damages, expenses, claims, actions, suits or demands for damage or otherwise for any negligence or action on the part of the Municipality of Killaloe, Hagarty and Richards Township and the members of the Killaloe, Hagarty and Richards Township Fire Department while performing any of the services provided for in this Agreement.

6. Liability

6.1 Notwithstanding anything herein contained, no liability shall attach or accrue to Killaloe, Hagarty and Richards Township for failing to supply to Brudenell, Lyndoch & Raglan Township on any occasion, or occasions, any of the services provided for in the Agreement.

6.2 No liability shall attach or accrue to the Township of Killaloe, Hagarty and Richards by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the Killaloe, Hagarty and Richards Fire Department while engaged in the provision of services under this Agreement.

7. Mutual Aid

7.1 Should additional assistance by way of personnel, apparatus, or equipment in addition to that provided by the Killaloe, Hagarty and Richards Township Fire Department be required, the Incident Commander may invoke the applicable provisions of the County of Renfrew Mutual Aid Plan.

8. Reports

8.1 The Killaloe, Hagarty and Richards Township Fire Department shall provide an incident report to the Brudenell, Lyndoch & Raglan Township Fire Department after each incident and will include an invoice at that time, payment of such invoice to be paid within 30 days of receipt of same.

9. Authority at the Scene

9.1 The Incident Commander shall have full authority and control over all personnel and equipment which may be engaged at the call.

9.2 Transfer of command to the Brudenell, Lyndoch & Raglan Township Fire Department shall be done at the discretion of the Incident Commander when he/she deems that the Extrication call is complete, and it is safe to do so.

9.3 Upon transfer of command to the Brudenell, Lyndoch & Raglan Township Fire Department all Killaloe, Hagarty and Richards Township Fire Department equipment and personnel will be released from the call.

10. Fees

10.1 The Municipality of Brudenell, Lyndoch & Raglan hereby agrees to pay the Municipality of Killaloe, Hagarty and Richards Township an Administration Fee in accordance with Schedule "A" of \$1,000 for the provision of Heavy Rescue (Extrication) Services which shall be due and payable by October 22, 2014 for the period of October 22, 2014 to January 31, 2015.

10.2 In addition to the Administration Fee, the Municipality of Brudenell, Lyndoch & Raglan agrees to pay the Municipality of Killaloe, Hagarty and Richards Township a Service Rate in accordance with Schedule "A" for response to calls for Heavy Rescue (Extrication) Services in the amount of \$500 for the first hour and \$250 per half hour thereafter per apparatus.

10.3 In the case of a call being cancelled or called off after the Killaloe, Hagarty and Richards Township Fire Department has been dispatched the Municipality of Brudenell, Lyndoch & Raglan will be invoiced and agree to pay for such response in accordance with Schedule "A".

11. Terms of Agreement

11.1 It is agreed between the two parties hereto that the terms of this Agreement shall come into force and take effect on the 22nd day of October, 2014 and remain in full force and effect until January 31, 2015.

11.2 Amendments may be made at any time by the mutual consent of the two parties after the party desiring the amendment(s) gives the other party thirty (30) days written notice of the proposed amendment. Both parties must agree in writing to the amendments.

11.3 This agreement may be terminated by either party by giving notice to the other party not less than thirty (30) days prior to the desired termination date. Any monies owing to the Municipality of Killaloe, Hagarty and Richards Township and not paid shall forthwith be paid to the Municipality of Killaloe, Hagarty and Richards Township prior to the date of said termination.

12. Severability

12.1 In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutates mutandis.

IN WITNESS WHEREOF the parties have hereunto affixed their Corporate Seals under the hand of its Officers duly authorized in that behalf.

CORPORATION OF Brudenell, Lyndoch & Raglan

REEVE

CLERK

CORPORATION OF Killaloe, Hagarty and Richards Township

Janice Wisniewski Moore
MAYOR

Diana Studdart
CLERK

**Heavy Rescue (Extrication) Agreement
Schedule "A"**

Fees

#	Description	Fee
1	Administration Fee	\$1,000
2	Service Rate	\$250 per ½ hour \$500 per hour Minimum charge of \$500
3	Cancelled Calls	Will be charged in accordance with Service Rate