

EXTRICATION SERVICE AGREEMENT

This HEAVY EXTRICATION SERVICE AGREEMENT is entered into this ____ th day of_____, 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHISHOLM

And

THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

WHEREAS:

1. Section 20(1) of the Municipal Act, 2001, S.O. 2001, C.25 provides, in part, that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in s. 19 of that Act, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;
2. Section 2(6) of the Fire Protection and Prevention Act, 1997, S.O. 1997, C.4, authorizes a municipality to enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;
3. The host Fire Department seeks the assistance of the assisting Fire Department in providing response to vehicle extrication in such area;
4. The assisting Fire Department is prepared to provide assistance to the assisted Fire Department in the nature of heavy extrication service in such area; and
5. The assisted and assisting Fire Departments propose to reduce the terms and conditions of such initial response arrangements to writing.

AND WHEREAS The Municipality of East Ferris operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Municipality of East Ferris;

AND WHEREAS the Council for the Corporation of the Township of Chisholm deems it beneficial to its residents to enter into a Heavy Extrication Services Agreement with the Corporation of the Municipality of East Ferris to provide Heavy Extrication Services;

NOW, THEREFORE, in consideration of the covenants, provisions, terms, and conditions otherwise contained herein as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Corporation of the Township of Chisholm enter into an agreement with The Corporation of the Municipality of East Ferris to receive Heavy Extrication Services within the boundaries of the Township of Chisholm.

- 2. That the Mayor and Clerk be authorized to sign, on behalf of The Corporation of the Municipality of East Ferris, the Agreement with The Township of Chisholm which is attached to this by-law as Schedule “A”.
- 3. That this agreement shall be subject to the approval of the attached Schedule “A” by The Corporation of the Municipality of East Ferris and the Corporation of the Township of Chisholm.
- 4. This agreement shall come into full force and effect upon its final passage.
- 5. This agreement may be cited as the “Chisholm - East Ferris Extrication Service Agreement” to provide extrication rescue services;

1.0 DEFINITIONS/INTERPRETATIONS

- a) AGREEMENT means this Agreement, including its recitals and schedules which form an integral part of it, as amended from time to time,
- b) ASSISTED MUNICIPALITY/TOWNSHIP FIRE DEPARTMENT means the municipality/township receiving aid or assistance pursuant to this Agreement;
- c) ASSISTING MUNICIPALITY/TOWNSHIP FIRE DEPARTMENT means the municipality/township providing aid or assistance pursuant to this Agreement;
- d) FIRE CHIEF means a Fire Chief or a person designated by a Fire Chief.
- e) INCIDENT COMMANDER means the person in charge of an incident and may be of firefighter rank.
- f) REQUESTED PARTY, means the municipality of East Ferris fire department which has been asked for aid, assistance or both pursuant to this Agreement;
- g) REQUESTING PARTY, means the township of Chisholm fire department asking for aid, assistance or both pursuant to this Agreement;

2.0 RESPONSE AREA

- 2.1 **Response Area - Geographic Limits.**
This Agreement shall apply to all incidents requiring the need of Heavy Hydraulics extrication requests for reported “Emergency Incidents” where the first response is provided by a local fire department. This Agreement applies to all Emergency Incidents received by the North Bay Central Ambulance Communications Center for addresses or occupancies within the Township of Chisholm specifically for addresses located within the boundaries defined by:

Municipal Boundaries Maps:

Township of ChisholmAppendix “A”

3.0 TERM

- 3.1 **Term:** The term of this Agreement shall be for an initial period commencing with the execution of this Agreement and ending on December 31, 2022 and shall be renewed automatically for successive one-year terms, subject at all

times to the termination rights provided in subsection 3.2 below. This Agreement will be reviewed, on an annual basis, by the Fire Chiefs.

- 3.2 This Agreement shall be in effect for the term of Council, a period of 4 years from the date on which the last party signs the Agreement unless renewed in writing before then.
- 3.3 Despite any other section of this Agreement, any party may withdraw from and terminate its participation in this Agreement upon ninety (90) days written notice to the other party. The effective date of any such withdrawal and termination shall be the end of the notice period.
- 3.4 Reimbursement for Costs: The Corporation of the Township of Chisholm shall reimburse the Corporation of the Municipality of East Ferris the cost of providing services set forth in the Extrication Service Agreement. East Ferris will respond with heavy extrication equipment at a minimum one-hour charge as per current MTO rate, and for 15-minute increments thereafter until back in service within its municipal boundaries.

4.0 HEAVY EXTRICATION AID RESPONSE

- 4.1 Extrication Response: Upon report of an incident, the host Fire Department shall be dispatched to and shall attend at the scene of such incident and, further thereto, as an Extrication Response, the assisting Fire Department shall provide Heavy Hydraulic Response Services in respect of such Incident. An Extrication Response may include up to two (2) firefighting vehicles and related firefighting personnel. Schedule "A"
- 4.2 Limitation to Extrication Response: Notwithstanding subsection 4.1 above, the ability of the assisting Fire Department to provide an Extrication Response and the number of vehicles and personnel provided shall be limited by the extent to which firefighting equipment, apparatus, and personnel are available in the sole discretion of the assisting Fire Department on duty commander.
- 4.3 Response by the host Fire Department: Upon report of an Incident, the assisted Fire Department shall also be dispatched to and shall attend at the scene of any incident to which the assisting Fire Department provides Response Services.
- 4.4 Command: Upon arrival at the scene of an Incident at which the assisting Fire Department has attended for Extrication Response, the Fire Chief, or an alternative designated Incident Commander, from the assisting Fire Department shall assume responsibility for overall command and coordination of extrication operations in respect of such Incident. The parties hereto agree that all personnel of both Fire Departments shall observe standard incident command and incident management protocols to ensure a safe and transparent transition of command and associated firefighting apparatus, equipment, and personnel.
- 4.5 Extension of Services: In the event that continued presence and use of firefighting apparatus and personnel of the assisting Fire Department is required to respond to the Incident after the arrival of the host Fire

Department personnel and equipment, then the assisting Fire Department agrees to provide such continued assistance pursuant to the terms and conditions of the Nipissing East Parry Sound Mutual Aid Agreement (to which both parties are signatories), provided that such extension of services shall at all times be limited to the extent that firefighting apparatus and personnel of the Department are available due to firefighting demands and commitments within the territorial limits.

4.6 Participating Departments will conduct at a minimum annual joint training.

5.0 RELEASE AND INDEMNITY

5.1 No Claims: The assisted Fire Department shall not be liable or responsible to any firefighter or other personnel employed by the assisting Fire Department in the event of injury or damage to personal property suffered while responding to, attending at, or returning from the scene of Automatic Aid Response by the assisting Fire Department as contemplated by this Agreement.

Further, the assisted Fire Department shall be liable or responsible to the assisting Fire Department in the event of damage to property occasioned while utilized in responding to, attending at, or returning from the scene of Extrication Service Agreement Response by the assisting Fire Department as contemplated by this Agreement.

5.2 Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response and/or Automatic Aid sections of this Agreement, save and except for The Corporation of the Township of Chisholm shall reimburse the Corporation of the Municipality of East Ferris the cost of providing services set forth in the Extrication Service Agreement. East Ferris will respond with heavy extrication equipment at a minimum one-hour charge as per current MTO rate, and for 15-minute increments thereafter until back in service within its municipal boundaries.

5.3 Each party shall be responsible for the performance and actions of its own fire and response service during initial response and any continued assistance by the assisting Fire Department, regardless of overall command, as described in this agreement.

5.4 Indemnification: Each party covenants and agrees that it shall at all times indemnify and save harmless the subsections 5.1 and 5.3 above from and against all claims, losses, costs, expenses, damages, suits, actions, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by, or attributable to the execution of this Agreement or any action or things done or maintained by virtue of this Agreement, or the exercise in any manner of rights arising under this Agreement, save and except claims for damages resulting from negligence of any officer, servant or agent of the other while acting within the scope of his or her duties or employment.

5.5 Insurance throughout the term of this Agreement; each party shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:

- a) Upon the request of any other party, each party shall provide proof of insurance in a form satisfactory to the requesting party's CAO/Clerk.
- b) In the case of any conflict between the provisions of this document and any other provisions speaking to contractual indemnity or insurance clauses, the provisions of this Agreement will govern.

6.0 Notice

6.1 Any written notice to be given pursuant to this Agreement shall be addressed, In the case of the Corporation of the Township of Chisholm, to the Chief Administrative Officer. In the case of the Municipality of East Ferris, to the Chief Administrative Officer/Treasurer.

6.2 If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the receipt of the fax is confirmed; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

6.3 Any notice given shall be sufficiently given if signed by the CAO, Clerk or by a person authorized by or acting under the direction or control of the CAO, Clerk.

IN WITNESS WHEREOF the parties have executed this Agreement.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this day of,
_____, 2022.

Corporation of the Township of Chisholm

Mayor

Clerk-Treasurer

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this day of
_____, 2022.

Municipality of East Ferris

Mayor

CAO/Clerk

APPENDIX "A" East Ferris

SCHEDULE "A"

Heavy Hydraulic Extrication Service Agreement

I, _____, Chief Administrative Officer/Clerk/Designated Official of
_____, duly authorized to do so by the Council of
_____, to provide assistance in the form of;

PERSONNEL: # 5

SERVICES: Heavy Hydraulic Extrication

EQUIPMENT: Heavy Hydraulic Spreader, Cutter, and Ram

APPARATUS: Pumper or Rescue and Command Pick-up.