

THE MUNICIPAL CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW 2019-58

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A HEAVY
EXTRICATION AGREEMENT BETWEEN THE TOWNSHIP OF
BONNECHERE VALLEY AND NORTH ALGONA WILBERFORCE
TOWNSHIP**


WHEREAS the Council of the Corporation of North Algona Wilberforce Township deems it expedient to enter into a Heavy Extrication Agreement with the Township of Bonnechere Valley:

NOW THEREFORE the Corporation of North Algona Wilberforce enacts as follows:

1. **THAT** the Mayor or his or her designate, and the Chief Administrative Officer, or his or her designate, be and they are hereby authorized to sign on behalf of the North Algona Wilberforce Township the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. **THIS** By-Law repeals By-Law 2019-002
3. **THAT** this by-law shall come into force and take effect upon the date of January 1, 2020.

BE READ A FIRST AND SECOND TIME THIS 17th DAY OF DECEMBER 2019

BE DEEMED READ A THIRD TIME AND PASSED THIS 17TH DAY OF DECEMBER 2019



Mayor James Brose



CAO, Andrew Sprunt

RECEIVED DEC 04 2019

**THE CORPORATION OF
THE TOWNSHIP OF BONNECHERE VALLEY**

BY-LAW NUMBER 2019-067

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A HEAVY
EXTRICATION AGREEMENT BETWEEN THE TOWNSHIP OF
BONNECHERE VALLEY AND NORTH ALGONA
WILBERFORCE TOWNSHIP**

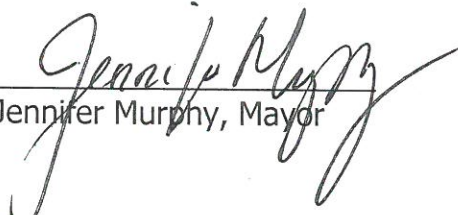
WHEREAS the Council of the Corporation of the Township of Bonnechere Valley deems it expedient to enter into a Heavy Extrication Agreement with North Algona Wilberforce Township.

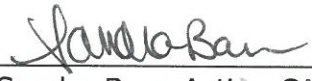
NOW THEREFORE the Corporation of the Township of Bonnechere Valley enacts as follows:


1. THAT the Mayor, or his or her designate, and the Chief Administrative Officer, or his or her designate, be and they are hereby authorized to sign on behalf of the Township of Bonnechere Valley the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. This By-Law repeals By-Law 2018-065, By-Law 2017-062 and By-Law 2013-049.
3. THAT this by-law shall come into force and take effect upon the date of January 1, 2020.

READ A FIRST & SECOND TIME THIS 3RD DAY OF DECEMBER 2019

BE DEEMED READ A THIRD TIME AND PASSED THIS 3RD DAY OF DECEMBER 2019


Jennifer Murphy, Mayor


Sandra Barr, Acting CAO

I hereby Certify that this is a true and
Correct copy of the original document
Certified By 

Corporation of the Township of Bonnechere Valley
Eganville, Ontario, Canada

Month Dec Day 04 20 19

Heavy Rescue (Extrication) Agreement

By-Law 2019-067 Schedule "A"

Heavy Rescue (Extrication) Agreement

BETWEEN

The Corporation of the Township of Bonnechere Valley
(Hereinafter referred to as "**Bonnechere Valley**")

AND

The Corporation of North Algona Wilberforce Township
(Hereinafter referred to as "**North Algona Wilberforce**")

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREIN
CONTAINED, IT IS AGREED BETWEEN THE TWO PARTIES AS FOLLOWS:

1. Definitions

"**Call**" shall mean an emergency incident within **North Algona Wilberforce** for the provision of Heavy Rescue (Extrication) services.

"**Equipment**" shall mean the equipment necessary for Heavy Rescue (Extrication) services owned by **Bonnechere Valley**

"**Incident Commander**" shall mean the Fire Chief or designate of the **Bonnechere Valley** Fire Department or responding Officer in Charge.

2. Area to be Protected

- 2.1 It is agreed that the **Bonnechere Valley** Fire Department will respond to calls within the agreed portion of **North Algona Wilberforce** and that all calls for Heavy Rescue (Extrication) within the agreed portion will immediately dispatch the **Bonnechere Valley** Fire Department.
- 2.2 The **Bonnechere Valley** Fire Department shall make all reasonable attempts to respond to any call of which it has been notified within the agreed portion of municipal boundaries of **North Algona Wilberforce**. Additional fire apparatus and firefighters will be provided by the **Bonnechere Valley** Fire Department as deemed necessary by the Incident Commander.
- 2.3 It is agreed between the parties hereto that should the **Bonnechere Valley** Fire Department be dispatched and respond to a call and upon arriving at the scene find the call is actually outside the agreed area of response within **North Algona Wilberforce** that the **Bonnechere Valley** Fire Department will notify the **North Algona Wilberforce** Department but continue to service the call until such time as the correct Fire Department in whose jurisdiction the call is within arrives at the scene, and to bill **North Algona Wilberforce** accordingly for the call for which **North Algona Wilberforce** agrees to pay.

Heavy Rescue (Extrication) Agreement

3. Equipment & Firefighters
 - 3.1 It is agreed that sufficient firefighters and equipment as deemed necessary by the Incident Commander will respond to each call.
 - 3.2 In any event it is understood that all efforts will be made by the **Bonnechere Valley** Fire Department to ensure that **minimum** response to a call will be one (1) apparatus, all necessary Heavy Rescue (Extrication) Equipment and four (4) personnel.
 - 3.3 It is agreed that any personnel or equipment of the **Bonnechere Valley** Fire Department above the agreed **minimum** response will be at the expense of the responding **Bonnechere Valley** Fire Department.
4. Response
 - 4.1 In the event the **Bonnechere Valley** Fire Department receives a call within their municipality while responding to, or at the scene of a call, the Incident Commander **will immediately** notify **North Algona Wilberforce** Fire Department via dispatch and update the dispatch centre that a **Bonnechere Valley** Fire Department rescue response cannot be made.
 - 4.2 Whenever the **Bonnechere Valley** Fire Department is committed to a call within their 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, the Incident Commander will notify dispatch and update the **North Algona Wilberforce** Fire Department that **Bonnechere Valley** will be unable to provide service and the nearest neighboring Heavy Rescue (Extrication) service will be dispatched. The Chief will notify the **North Algona Wilberforce** Fire Department through dispatch as soon as the service can again be provided.
 - 4.3 It is understood that if for any reason the **Bonnechere Valley** Fire Department cannot respond to a call for service within **North Algona Wilberforce** that the **Bonnechere Valley** Fire Department will make all necessary arrangements for response through Renfrew County Mutual Aid by another neighboring municipality which provides Heavy Rescue (Extrication) services.
 - 4.4 It is further understood and agreed 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 **Bonnechere Valley** Fire Department for failing to supply the use of Heavy Rescue (Extrication) services, equipment or any of it, in answer to a call.
5. Indemnification
 - 5.1 **Bonnechere Valley** shall defend, indemnify and save harmless **North Algona Wilberforce**, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud

Heavy Rescue (Extrication) Agreement

or willful misconduct of **Bonnechere Valley**, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the **Bonnechere Valley** in accordance with this Contract, and shall survive this Contract.

Bonnechere Valley agrees to defend, indemnify and save harmless **North Algona Wilberforce** from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to **Bonnechere Valley** status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by **Bonnechere Valley** in accordance with this Contract, and shall survive this Contract.

- 5.2 **North Algona Wilberforce** shall defend, indemnify and save harmless **Bonnechere Valley**, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of **North Algona Wilberforce**, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the **North Algona Wilberforce** in accordance with this Contract, and shall survive this Contract.

North Algona Wilberforce agrees to defend, indemnify and save harmless **Bonnechere Valley** from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to **North Algona Wilberforce** status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by **North Algona Wilberforce** in accordance with this Contract, and shall survive this Contract.

6. Insurance

6.1 General Liability Insurance

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$25,000,000. The policy shall be endorsed to include the Municipality as an additional insured with respect to the Fire Protection Services as per the agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

6.2 Medical Malpractice Insurance

Medical Malpractice coverage with a limit of not less than \$25,000,000. The coverage can be provided as a stand-alone

Heavy Rescue (Extrication) Agreement

policy or included in the coverage afforded by the General Liability Policy referenced above.

6.3 Non-owned Automobile Coverage

Non-owned Automobile coverage with a limit of not less than \$25,000,000 and shall include contractual non-owned coverage.

6.4 Automobile Liability Insurance

Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$25,000,000. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.

6.5 All policies of insurance shall:

- a) Be underwritten by an insurer licensed to conduct business in the Province of Ontario.
- b) Include a provision for 30 day notice of cancellation except for Automobile which shall provide 15 day notice of cancellation

Certificates of Insurance evidencing coverage as outlined above shall be provided to all parties within 10 days of signing the agreement. To achieve the desired limits, umbrella or excess liability insurance may be used.

7. Mutual Aid

- 7.1 Should additional assistance by way of personnel, apparatus, or equipment in addition to that provided by the **Bonnechere Valley** Fire Department be required, the Incident Commander may invoke the applicable provisions of the County of Renfrew Mutual Aid Plan.

8. Reports

- 9.1 The **Bonnechere Valley** Fire Department shall provide an incident report to the **North Algona Wilberforce** Fire Department after each incident.

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 **North Algona Wilberforce** Fire Department may be done at the discretion of the Incident commander when the Extrication call is complete and it is safe to do so.
- 9.3 Upon transfer of command to the **North Algona Wilberforce** Fire Department all **Bonnechere Valley** Fire Department equipment and personnel will be released from the call as soon as this can be done safely.

10. Fees

- 10.1 **North Algona Wilberforce** hereby agrees to pay **Bonnechere Valley** an annual Administration Fee in accordance with Schedule "B" for the provision of Heavy Rescue (Extrication) Services which shall be due and payable January 1st of each year beginning January 1st, 2020.

Heavy Rescue (Extrication) Agreement

- 10.2 In addition to the Administration Fee, **North Algona Wilberforce** agrees to pay **Bonnechere Valley** a Service Rate in accordance with Schedule "B" for response to calls for Heavy Rescue (Extrication) Services.
- 10.3 A statement of calls along with an invoice for such calls will be provided monthly by **Bonnechere Valley**.
- 10.4 In the case of a call on Ministry of Transportation Ontario (M.T.O.) roads **Bonnechere Valley** will invoice M.T.O directly and will not invoice **North Algona Wilberforce**.
- 10.5 In the case of a call being cancelled or called off after the **Bonnechere Valley** Fire Department has been dispatched **North Algona Wilberforce** will be invoiced and agree to pay for such response in accordance with Schedule "B". Calls cancelled on M.T.O. roads are not exempt from this fee.
- 10.6 The fees contained within Schedule "B" of this Agreement are subject to review after one (1) year and every three (3) years thereafter and whenever there is an increase to rates paid by the M.T.O. for Heavy Rescue (Extrication) Services.

11. Terms of Agreement

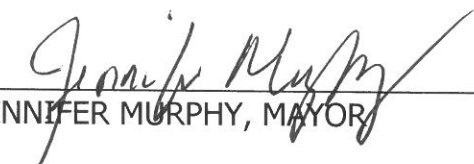
- 11.1 It is agreed between the parties hereto that the terms of this Agreement shall come into force and take effect on the 1st day of January 2020 and remain in full force and effect for a period of one (1) year after which the agreement is automatically renewable annually unless notice is given to terminate this agreement as per article 11.3.
- 11.2 Amendments may be made at any time by the mutual consent of the 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 ninety (90) days prior to the desired termination date. Any monies owing to **Bonnechere Valley** and not paid shall forthwith be paid to **Bonnechere Valley** prior to the date of said termination.

12. Severability

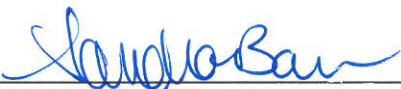
- 13.1 In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which 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 the Township of Bonnechere Valley


JENNIFER MURPHY, MAYOR

Heavy Rescue (Extrication) Agreement


SANDRA BARR, ACTING C.A.O.

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP


signed


signed

Heavy Rescue (Extrication) Agreement

By-Law 2019-067

**Heavy Rescue (Extrication) Agreement
Schedule “B”**

Fees

#	Description	Fee
1	Annual 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