

AUTOMATIC AID AGREEMENT

This agreement made this ___ day of _____, 20___, between

THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

And

THE CORPORATION OF THE MUNICIPALITY OF CALLANDER

WHEREAS Section 2(6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 authorizes a municipality to enter into automatic aid agreements with other municipalities to provide and/or receive fire protection services;

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 Municipality of Callander is prepared to make available fire protection services to the Municipality of East Ferris, and the Municipality of Callander is agreeable with requests of the Municipality of East Ferris to provide fire protection services to a defined area of the Municipality of East Ferris;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Municipality of East Ferris and the Municipality of Callander mutually agree as follows:

1. In this Agreement, unless the context otherwise requires,

“Designate” means a person who, in the absence of the Fire Chief, has the same powers and authority as the **Fire Chief**

“Response Area” means the area of Municipality of East Ferris defined in Schedule “A” attached to and forming part of this agreement

“Fire Chief” means the chief of the Fire Department

“Fire Department” means East Ferris Fire & Emergency Services

“Fire Protection Services” means and includes the activities defined in the Fire Protection and Prevention Act, more particularly described as: “fire suppression, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services”

2. The Municipality of Callander will supply **Fire Protection Services** to the properties and residents situated within the geographical areas as shown in *Schedule "A"*.
 - 2.1. Forming part of this agreement *Appendix "1"* outlines the responding equipment and manpower for the initial response by Callander Fire & Emergency Services.
 - 2.2. *Appendix "1"* also outlines the reason, expectations, and initial scene assessment.
3. Callander Fire & Emergency Services will respond to occurrences in the **Response Area** in a like manner as if the response were in the Municipality of Callander.
 - 3.1. Should the **Fire Chief** or **Designate** require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the **Response Area**, such assistance may be summoned through the mutual aid plan.
4. The **Fire Chief** or **Designate** may refuse to supply responses if response personnel, apparatus and/or equipment are required in the district or elsewhere, under the provisions of the District of Nipissing/East Parry Sound Mutual Aid Plan and Program.
 - 4.1. The **Fire Chief** or **designate** 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 **Response Area**. In such cases the **Fire Chief** or **Designate** may summon assistance in accordance with Section 3.1.
5. The Municipality of East Ferris shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the **Response Area**, of procedures for reporting an emergency and of the services provided by the fire department.
 - 5.1. The Municipality of East Ferris shall be responsible for notifying the CACC (Central Ambulance Communication Centre) of North Bay of the dispatching procedure for the agreed address to ensure that both departments are dispatched as required within this agreement.
6. The Municipality of East Ferris agrees to reimburse to the Municipality of Callander, payment in the manner and amounts established in *Schedule "B"* for automatic aid services to the **Response Area**.
7. This Agreement shall remain in force until either party provides written notice of termination at least 180 days prior to the desired date of termination.
 - 7.1. This Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of ninety (90) days written notice of the proposed amendment(s).

8. So often as there may be any dispute between the parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1990 c. M.48 and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement.
 - 8.1. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of such agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1881 c.17, or pursuant to any successor legislation.
9. Notwithstanding anything herein contained, no liability shall attach or accrue to the Municipality of Callander for failing to supply the Municipality of East Ferris on any occasion, or occasions, any of the **Fire Protections Services** provided for in the Agreement.
10. No liability shall attach or accrue to the Municipality of East Ferris by reason of any injury or damage sustained by personnel, apparatus and/or equipment of Callander Fire & Emergency Services while engaged in the provision of **Fire Protection Services** in the **Response Area**.
11. If any covenant, provision, or term of this Agreement should at any time be held by any competent tribunal 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 mutatis mutandis.
12. Participating departments will ensure compatibility of apparatus connections for water delivery and conduct at a minimum, annual joint training.

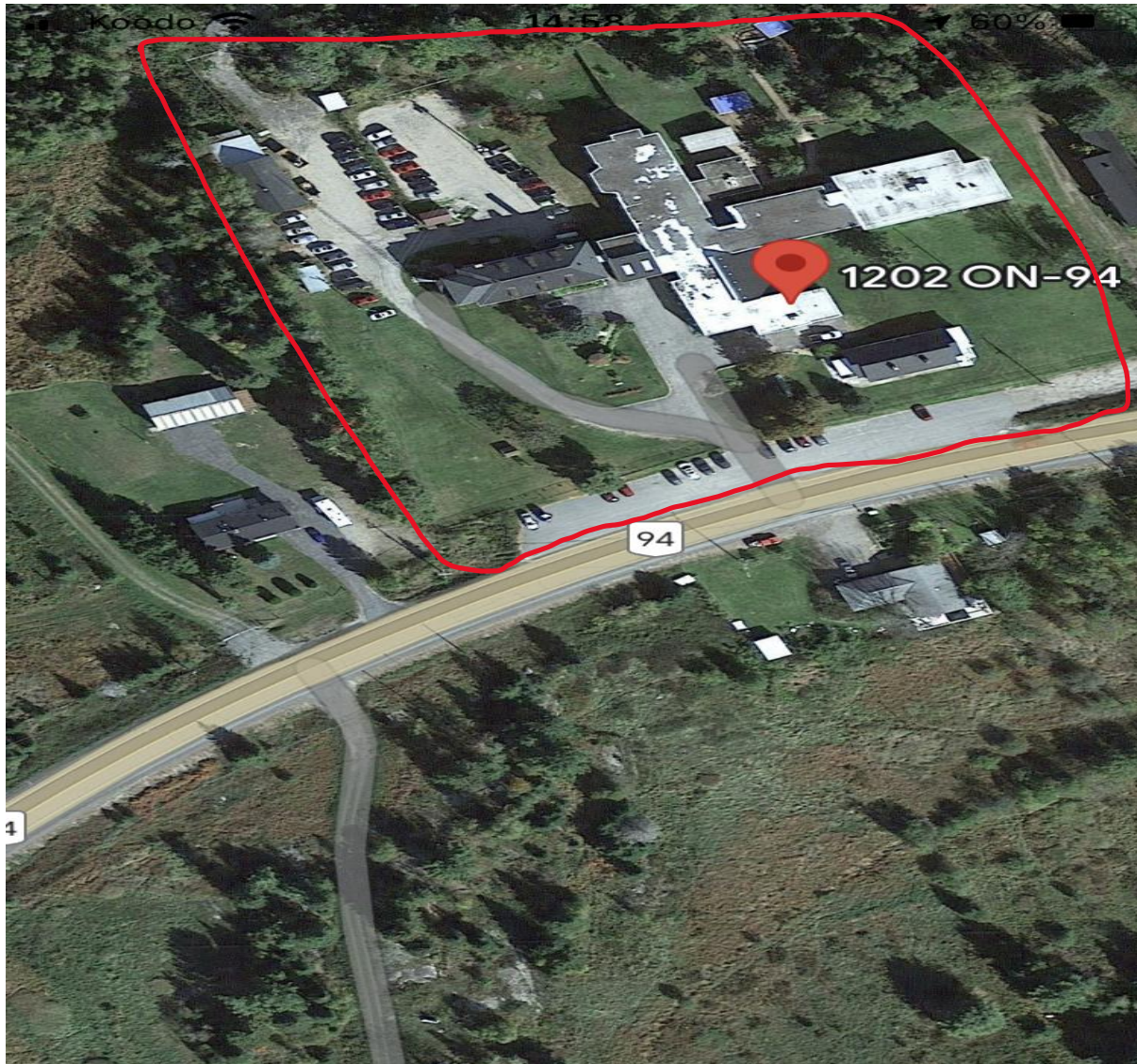
Schedule "A"

Nipissing Manor Retirement and Nursing Care Facility.

Response Location:

1202 Highway 94, Corbeil, ON, in the Municipality of East Ferris

East of the Municipality of Callander on Hwy 94.



Appendix “1”

Services requested are for evacuation, rescue, suppression, and tanker shuttle support in the event of a fire alarm activation in the **Response Area**.

In the event of a fire alarm activation, both East Ferris Fire & Emergency Services and Callander Fire & Emergency Services shall be dispatched simultaneously.

Upon arrival and assessment on scene, the **Fire Chief** or **Designate** of the first arriving Fire Department shall evaluate the need for Callander Fire & Emergency Services to remain on scene for assistance and release them as soon as conveniently possible after the arrival of East Ferris Fire & Emergency Services.

Callander Fire Department will provide:

- One Pumper
- One Tanker
- Six Personnel

Schedule “B”

The Municipality of East Ferris shall be subject to a fee of two hundred fifty dollars (\$250.00) for the initial response up to one half hour. Emergencies in excess of one-half hour will be subject to all conditions under the Nipissing/East Parry Sound Mutual Aid Plan.