

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 09-02-371

Being a By-Law to authorizing Council to enter into an agreement with the Town of Arnprior regarding an Ice and Water Rescue Agreement


WHEREAS pursuant to the *Municipal Act, 2001* (Ontario), a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it expedient to enter into agreement with the Town of Arnprior regarding a Ice and Water Rescue Agreement;

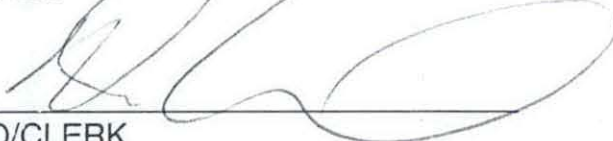
THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Township of Whitewater Region hereby authorizes the Mayor and Clerk execute an Ice and Water Rescue Agreement with the Town of Arnprior (Schedule "A").

READ a First, Second and finally passed on the Third Reading this 18th day of February, 2009



MAYOR



CAO/CLERK

ICE & WATER RESCUE AGREEMENT

BETWEEN

The Township of Whitewater Region
(hereinafter referred to as "Whitewater Region")

AND

The Corporation of the Town of Arnprior
(hereinafter referred to as "Arnprior")

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

1. Definitions

"Call" shall mean an emergency call from Whitewater Region for the provision of ice and water rescue only by Arnprior.

"Equipment" shall mean the equipment necessary for ice and water rescue owned by Arnprior.

2. Area to be Protected

Arnprior shall make all reasonable attempts to try to respond to a call of which it has been notified within the municipal boundaries of Whitewater Region. Additional apparatus and firefighters will be provided by the Whitewater Region Fire Department as deemed necessary by the Fire Chief.

It is agreed between the parties hereto that should Arnprior respond to a call and upon arriving at the scene find the call is actually outside the area of Whitewater Region, that Arnprior will notify Whitewater Region 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 Whitewater Region accordingly for the call.

3. Equipment & Firefighters

It is agreed that sufficient firefighters to operate the ice and water rescue equipment and whatever equipment in the opinion of the Fire Chief or Officer in Charge of Arnprior is deemed necessary shall attend each call.

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4. Response

In the event Arnprior receives a call while responding to, or at the scene of a call, the Chief or such other person as may be in charge will immediately notify Whitewater Region Fire Department via dispatch and update the dispatch centre that an Arnprior response cannot be made.

Whenever Arnprior is committed to a call within their boundaries, within other area agreement boundaries or to an Arnprior Mutual Aid assistance call, the Chief or such person as may be in charge will notify Whitewater Region dispatch and update Whitewater Region that Arnprior will be unable to provide ice and water rescue until further notice. The Chief or such person as may be in charge will update Whitewater Region through dispatch as soon as the ice and water can again be provided.

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 Arnprior for failing to supply the use of water/ice rescue equipment or any of it, in answer to a call.

5. Indemnification

Whitewater Region agrees that it will at all times indemnify and save harmless Arnprior and the members of the Fire Department for any and all claims, actions, suits or demands for damage or otherwise for any negligence of action on the part of Arnprior and the members of the Fire Department while performing any of the services contemplated by this Agreement.

6. Liability

No liability shall attach or accrue to Whitewater Region by reason of any injury or damaged sustained by personnel, apparatus, or equipment of the Arnprior Fire Department while engaged in the provision of ice and water rescue within the corporate boundaries of Whitewater Region.

7. Mutual Aid

Should additional assistance by way of personnel, apparatus, or equipment in addition to that provided by the Whitewater Region Fire Department be required, the Arnprior Fire Chief or such other person

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as may be in charge may invoke the applicable provisions of the County of Renfrew Mutual Aid Plan.

It is agreed that the Chief or other such person as may be in charge may request the use of Whitewater Region owned public works equipment.

8. Reports

The Arnprior Fire Chief or designate shall provide an incident report to Whitewater Region within ten (10) working days after each incident.

9. Authority at the Scene

The Arnprior Fire Chief or designate shall have full authority and control over all personnel and equipment which may be engaged at the call until the arrival of equipment and personnel from the Whitewater Region Fire Department.

Transfer of command to Whitewater Region may be done when the ice and water rescue is complete and it is safe to do so.

Upon transfer of command to the Whitewater Region Fire Chief or designate, all Arnprior equipment and personnel will be released from the call as soon as this can be done safely.

10. Fees

Whitewater Region hereby agrees to pay Arnprior an annual fee of two hundred dollars (\$200.00) for the provision of Ice & Water Rescue Services which shall be paid within 30 days after entering into this agreement and every year thereafter.

In addition to the annual fee, Whitewater Region agrees to pay a Service Rate of three hundred and fifty dollars (\$350.00) per hour for Ice & Water Rescue Services.

A statement of calls along with an invoice for such calls will be provided monthly.

The fees contained herein are subject to an annual review.

11. Term 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 9th day of March 2008 and remain in full force and effect for a

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period of one (1) year after which the agreement is automatically renewable annually unless notice is given to terminate this agreement.

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(2). 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 Arnprior and not paid shall forthwith be paid to Arnprior prior to the date of said termination.

12. Severability

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.

THE TOWNSHIP OF WHITEWATER REGION

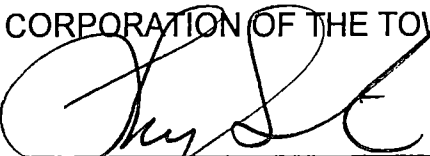


MAYOR



CLERK

CORPORATION OF THE TOWN OF ARNPRIOR



MAYOR



CLERK