

**THE CORPORATION OF THE  
MUNICIPALITY OF KILLARNEY**

**BY-LAW NO. 2023-26**

**A BY-LAW TO ENTER INTO AN AGREEMENT  
WITH OTHER MUNICIPAL AUTHORITIES  
FOR THE PROVISION OF FIRE PROTECTION**

**WHEREAS** the Corporation of the Municipality of Killarney has entered into an agreement with the Municipality of French River for the provision of Fire Protection Services;

**AND WHEREAS** the Municipality of Killarney and the Municipality of French River deem it desirable to amend the agreement to expand services to include the provision of Medical Tiered Response Services;

**AND WHEREAS** Section 20 of the Municipal Act, 2001, S.O. c. 25, as amended and Section 2 (6) of the Fire Protection and Prevention Act, 1997, S.O. c. 4, allows municipalities to enter into such joint agreements.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF KILLARNEY ENACTS AS FOLLOWS:**

1. **THAT** the Corporation of the Municipality of Killarney amend the agreement with the Municipality of French River to include the provision of Medical Tiered Response Services.
2. **THAT** the Head of Council and the Deputy Clerk be, and are hereby authorized to execute the agreement, as amended, on behalf of the Corporation of the Municipality of Killarney with the Municipality of French River under the terms and conditions set out in the agreement as Appendix 'A' and Schedule 'A' (map) and Schedule 'B' (rates), attached hereto and forming part of this By-law.
3. **THAT** By-law 2021-09 and any By-laws inconsistent with this By-law are hereby repealed.
4. **THAT** this By-law shall come into force and take effect June 22<sup>nd</sup>, 2023.

***READ A FIRST TIME, CONSIDERED READ A SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 14th DAY OF JUNE, 2023.***

ORIGINAL DOCUMENT SIGNED

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*Michael Reider, Mayor*

ORIGINAL DOCUMENT SIGNED

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*Gilles Legault, Deputy Clerk*

**Appendix 'A'**  
**to By-law 2023-26**

**FIRE PROTECTION & MEDICAL TIERED  
RESPONSE AGREEMENT**

**THIS AGREEMENT** made in duplicate to be effective as of June 22<sup>nd</sup>, 2023.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**  
Hereinafter referred to as 'French River'

**AND:**

**THE CORPORATION OF THE MUNICIPALITY OF KILLARNEY**  
Hereinafter referred to as 'Killarney'

**WHEREAS** 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 with other municipalities to provide and/or receive Fire Protection Services;

**AND WHEREAS** French River operates a Fire Department which provides Fire Protection and Medical Tiered Response Services within French River;

**AND WHEREAS** the Municipality of Killarney wishes to obtain Fire Protection and Medical Tiered Response Services from the Municipality of French River Fire Department;

**AND WHEREAS** the parties wish to set out the terms and conditions on which the Fire Department of French River has agreed to provide those services as set out in this agreement;

In Consideration of the covenants and agreements hereinafter contained, the parties covenant and agree that:

**1. Definitions:**

In this agreement,

- (a) "**Call**" means the notification received by the French River Fire Department of the need for Fire Protection and/or Medical Tiered Response Services, whether on the 9-1-1 emergency call services or otherwise;
- (b) "**Fire Area**" refers to the Municipality of Killarney Fire Area, as the context requires and as identified in Schedule 'A';
- (c) "**Fire Department Resources**" includes personnel, fire fighting vehicles, fire and medical response equipment, apparatus and rescue vehicles of the Fire Department;
- (d) "**Fire Protection Services**" includes vehicle extrication services and fire suppression services, provided by a Fire Department, other than fire suppression services for wild land fires;
- (e) "**French River**" means the Corporation of the Municipality of French River;
- (f) "**French River Fire Chief**" means the Fire Chief of the Corporation of the Municipality of French River and his or her designate.
- (g) "**French River Fire Department**" means the Fire Department of the Corporation of the Municipality of French River;
- (h) "**Killarney**" means the Municipality of Killarney;
- (i) "**Killarney Fire Chief**" means the Fire Chief of the Municipality of Killarney and his or her designate;

- (j) "**Killarney Fire Department**" means the fire department of the Municipality of Killarney;
- (k) "**Medical Tiered Response Area**" refers to the Municipality of Killarney Medical Tiered Area as identified in Schedule 'A';
- (l) "**Medical Tiered Response**" includes respiratory arrest (absence of breathing) or airway obstruction (choking), cardiac arrest (absence of pulse), CPR in progress/PAD activation and unconscious (not including seizure), as outlined in the Medical Tiered Response Protocol with the Manitoulin-Sudbury District Services Board.
- (m) "**Respond**" means to travel to the scene of a fire or other emergency of which the Fire Department was notified by a call, using and bringing, as the case may be, Fire Department and Medical Tiered Resources, for the purpose of delivering Fire Protection and Medical Tiered Response Services and "response" has a like meaning.

**2. Obligations:**

- 2.1 The Municipality of French River shall provide discretionary Fire Protection and Medical Tiered Response Services and shall dispatch equipment and firefighters as promptly as possible to answer Calls within the limits of the Municipality of Killarney Fire Area, attached hereto as Schedule 'A' to this Agreement.
- 2.2 The Municipality of Killarney shall maintain in operation 9-1-1 emergency call services or other emergency call services.
- 2.3 The parties further agree that French River will respond to bush fires that are within 100 metres from roadways or structures as agreed upon and/or to assist the Ministry of Natural Resources & Forestry (MNRF). French River will respond to fire calls involving buildings or structures, vehicle fires and accidents, and other rescues, subject to the limitations outlined above.
- 2.4 The payments made to French River under this agreement shall be accepted by French River as full compensation for all services furnished by it under this agreement, for all losses, costs, damages and personal injuries, including death, arising out of the performance by French River of these services.
- 2.5 The Municipality of French River shall not be held responsible for any failure to provide the fire protection referred to in this agreement, whether such failure is a result of an act of God, a strike, a riot, or of some other cause, including the discretions of the Fire Chief or Officer in Charge not to respond to a call as outlined above. Without limiting the foregoing, the Municipality of French River shall not be held liable for any failure to provide fire protection where a public safety situation exists or an emergency situation exists which cannot be left immediately. Fire protection services within Municipality of French River take priority over calls received from the Municipality of Killarney.

**3. Fees:**

- 3.1 Killarney shall pay for the Fire Protection and Medical Tiered Response Services provided by French River in accordance with rates established by the Ministry of Transportation. The rates in effect as of the date of this agreement are set out in Schedule 'B' attached hereto and forming part of the Agreement.
- 3.2 An invoice for the provision of Fire Protection and Medical Tiered Response Services shall be delivered, setting out the particulars of the manner in which the fees for provision of Fire Protection Services have been calculated. Payment shall be due within thirty days of the delivery of the invoice.
- 3.3 Every invoice for services shall contain a narrative account of the actions taken by the Fire Department and a description of the number and type of Fire Department Resources responding to the call.

**4. Termination:**

4.1 Either party may terminate this Agreement, upon:

- (i.) either party giving to the other ninety (90) days written notice of its intent to terminate the Agreement, delivered in accordance with Section 15; or
- (ii.) upon a date agreed to in writing by the parties.

4.2 This agreement shall be deemed to be terminated, without a requirement of notice, immediately upon either party ceasing to operate a fire department.

**5. Indemnity - Provision/Non - Provision of Fire Protection Services**

5.1 Except as may be caused by the negligence of the Municipality of French River, its elected or non-elected officers, employees, agents, contractors or volunteers, the Municipality of Killarney agrees to indemnify and to save harmless, the Municipality of French River, its elected or non-elected officers, employees, contractors, agents and volunteers from and against all costs, claims, actions, loss, injury, expense, damages, fines, judgments, or recoveries made, brought or recovered against the Municipality of French River, its elected and non-elected officers, employees contractors, agents and volunteers resulting from any act or omission of the Municipality of French River or its elected and non-elected officers, employees contractors, agents and volunteers arising out of, related to or in connection with Fire Protection Services provided by the Municipality of French River within the Municipality of Killarney Fire Area pursuant to this Agreement or not provided as permitted by this Agreement; and such indemnity shall include all legal costs incurred by the Municipality of French River (including fees and disbursements) and any administrative costs incurred by the Municipality of French River.

5.2 This provision shall survive the termination or expiry of this Agreement.

**6. Insurance:**

6.1 Each party covenants and agrees to maintain Municipal Liability Insurance, with minimum limits of at least \$5,000,000 inclusive, per occurrence, protecting against liabilities arising from acts done in pursuance of this Agreement. Each of the parties shall, at the request of the other, provide evidence of coverage as provided for in this clause.

**7. Notice:**

7.1 Any Notices to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, facsimile transmission or courier service, and subject to change by either party with written notice, shall be addressed as follows:

Corporation of the Municipality of Killarney  
32 Commissioner Street, Killarney, Ontario P0M 2A0  
Attention: Candy Beauvais, Clerk-Treasurer  
Phone: (705) 287-2424  
Fax: (705) 287-2660  
E-mail: cbeauvais@municipalityofkillarney.ca

Corporation of the Municipality of French River  
P.O. Box 156, 1-44 Christophe Street, Noëlville, Ontario P0M 2N0  
Attention: Marc Gagnon, Chief Administrative Officer  
Phone: (705) 898-2294  
Fax: (705) 898-2181  
E-mail: cao@frenchriver.ca

or such other address as either party may advise the other in writing, in accordance with this section.

7.2 Notices shall be deemed to have been effectively given on the date of personal delivery, facsimile transmission or e-mail if delivered before 4:00 p.m., or the next day if given after 4:00 p.m., or in the case of delivery by courier service, two (2) days after the date of delivery to the courier service, or in the case of service by registered mail, five (5) days after the date of mailing.

**8. Amendment/Substitution of Schedules:**

8.1 This Agreement may be amended only by written Agreement between the parties, provided however, that any Schedule may be substituted or amended by way of replacement schedule, signed by the parties. The Fire Chiefs of either party are hereby authorized to sign any such replacement schedule on behalf of the Municipalities.

**9. Effective**

9.1 This Agreement shall be binding upon the Municipality of Killarney and upon the Municipality of French River and their successors and assigns.

**IN WITNESS WHEREOF** the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

**THE CORPORATION OF THE  
MUNICIPALITY OF FRENCH RIVER**

ORIGINAL DOCUMENT SIGNED

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**Gisele Pageau, MAYOR**

ORIGINAL DOCUMENT SIGNED

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**Melanie Bouffard, CLERK**

**THE CORPORATION OF THE  
MUNICIPALITY OF KILLARNEY**

ORIGINAL DOCUMENT SIGNED

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**Michael Reider, MAYOR**

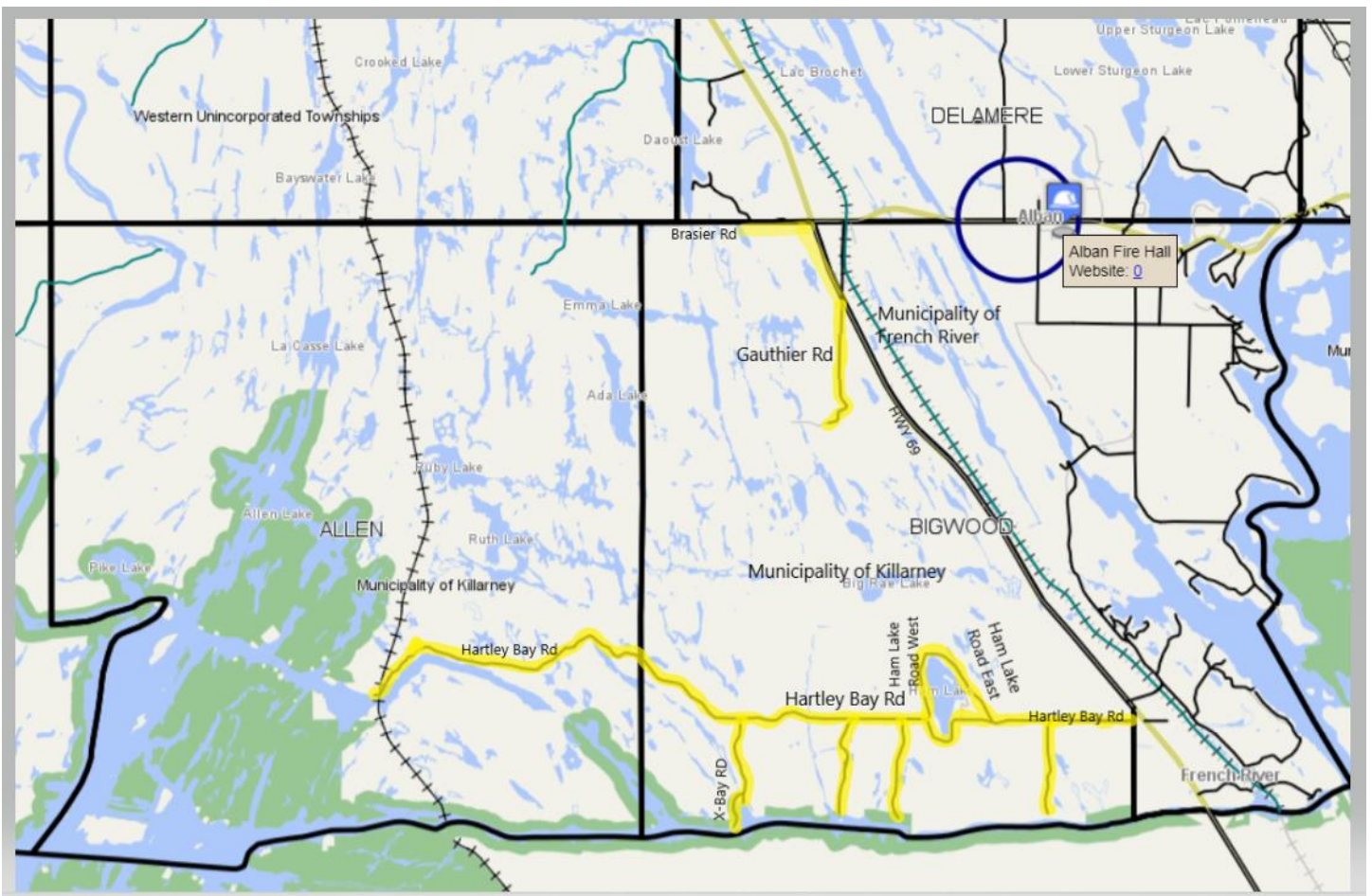
ORIGINAL DOCUMENT SIGNED

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**Gilles Legault, DEPUTY CLERK**

**SCHEDULE 'A'**  
**to By-law No. 2023-26**

**FIRE PROTECTION & MEDICAL TIERED RESPONSE  
SERVICES TO KILLARNEY**

**MUNICIPALITY OF KILLARNEY FIRE & MEDICAL TIERED RESPONSE AREA**



**SCHEDULE 'B'**  
**to By-law No. 2023-26**

**FIRE PROTECTION & MEDICAL TIERED RESPONSE  
SERVICES TO KILLARNEY**

**RATES**

**Fire Protection & Medical Tiered Response Services Rendered**

Fees for Fire Protection and/or Medical Tiered Response Services shall be charged at the rate of:

- \$488.40 for the first hour or part thereof per piece of equipment; and
- \$244.20 each additional half hour or part thereof per piece of equipment;

To a maximum of three pieces of equipment per call.

The need for additional pieces of equipment must be justified in a narrative account of the actions taken by the Fire Department contained in the invoice for services. Only in exceptional circumstances will there be reimbursement for more than three pieces of equipment.

**No Fire Protection or Medical Tiered Response Services Rendered**

Where the Fire Department Resources respond to a fire call, a burning complaint or a medical call but are not required to deliver any Fire Protection or Medical Tiered Response Services at the site, a flat rate of \$350.00 shall be billed to the Municipality of Killarney.

Every invoice for services shall contain a narrative account of the actions taken by the Fire Department, a description of the number and type of Fire Department Resources responding to the call, and set out the manner of calculation of the amount owing. Payment shall be due within thirty days of the delivery of the invoice.

**Note:** Fees are subject to any applicable taxes.