

**THE CORPORATION OF THE
MUNICIPALITY OF KILLARNEY**

BY-LAW NO. 2016-15

**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 is in a position to make arrangements for fire services performed under certain conditions;

AND WHEREAS it is appropriate that such arrangements are conducted with fair and equitable remuneration;

AND WHEREAS it is expedient for public fire authorities to make such arrangements for efficient and effective service;

AND WHEREAS Section 20 of the Municipal Act, 2001, S.O. c. 25, as amended and Section 2 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 enter into an agreement with the Municipality of French River for the provision of fire protection services.
2. That the Head of Council and the Clerk be, and are hereby authorized to execute an agreement on behalf of the Corporation with the Municipality of French River under the terms and conditions set out in the agreement as Schedule 'A', attached hereto and forming part of this By-law.
3. That any By-law inconsistent with this By-law is hereby repealed.
4. That this By-law shall come into force and take effect immediately upon the final passing thereof.

***READ A FIRST TIME, CONSIDERED READ A SECOND AND THIRD
TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 13th DAY OF
APRIL, 2016.***


Virginia Rook, Mayor


Candy K. Beaulvais, Clerk

Schedule 'A'

Fire Protection Agreement

THIS AGREEMENT made in duplicate this 23rd day of March, 2016 between the Corporation of the Municipality of Killarney and the Corporation of the Municipality of French River.

WHEREAS:

1. The Corporation of the Municipality of Killarney wishes to obtain fire protection services from the Corporation of the Municipality of French River Fire Department;
2. The Corporation of the Municipality of French River has agreed to provide those services subject to the terms and conditions as set out in this agreement;

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

1. Obligations

- 1.1 The Municipality of French River shall provide discretionary fire protection service, and shall dispatch equipment and firefighters as promptly as possible to answer calls to fires within the limits of the Municipality of Killarney Fire Area, attached hereto as Addendum No. 1 to this Agreement.
- 1.2 The parties further agree that Municipality of French River will not respond to bush fires, which are the responsibility of the Ministry of Natural Resources. The Municipality of French River will respond to fire calls involving buildings or structures, vehicle fires and accidents, subject to the limitations outlined above.
- 1.3 The payments made to the Municipality of French River under this agreement shall be accepted by the Municipality of 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 the Municipality of French River of these services.
- 1.4 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.

2. Fees

Fire Protection Services Rendered

2.1 For the services provided under clause 1 of this agreement, the Municipality of Killarney shall pay to the Municipality of French River fees for Fire Protection Services that shall be charged at the rate of:

- \$410.00 for the first hour or part thereof per piece of equipment; and
 - \$205.00 each additional half hour or part thereof per piece of equipment;
- To a maximum of three pieces of equipment per call.

Fees are subject to any applicable Goods and Services Tax.

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.

2.2 An invoice for the provision of fire protection 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.

2.3 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.

No Fire Protection Services Rendered

2.4 Where the Fire Department Resources respond to a call, but are not required to deliver any Fire Protection Services at the site or do not provide any Fire Protection Services at the Site, a flat rate of \$700.00 shall be billed to the Municipality of Killarney.

3. Terms

3.1 The term of this Agreement shall be for a period of five (5) years ending on March 31, 2021 with an option to renew for an additional five (5) year term.

3.2 Fees for fire protection services may be revised on each yearly anniversary of this agreement at the discretion of the Municipality of French River Fire Chief.

4. Termination

4.1 This agreement may be terminated by either party at any time, giving not less than three (3) months' notice in writing to the other party.

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.

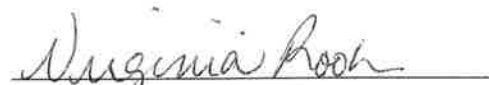
7. Effective

7.1 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.




MAYOR
Municipality of French River



MAYOR
Municipality of Killarney



CLERK
Municipality of French River



CLERK
Municipality of Killarney

