

FIRE SERVICES AUTOMATIC AID AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RAMARA
(Hereinafter called the "Township of Ramara")

AND:

THE CORPORATION OF THE TOWNSHIP OF BROCK
(Hereinafter called the "Township of Brock")

WHEREAS Section 20(1) of the *Municipal Act*, SO 2001, c.25 (hereinafter called the "**Municipal Act**") provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have power to provide within their own boundaries;

AND WHEREAS Section 2 (6) of the *Fire Protection and Prevention Act*, S.O. 1997, Chapter 4 (hereinafter called the "**FPPA**") authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined under Section 1 (4) of the Act to provide or receive the initial or supplemental response to fire, rescues and emergencies;

AND WHEREAS the Corporation of the Township of Ramara and the Corporation of the Township of Brock hereto have agreed to enter into an Automatic agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations herein contained, the Council of the Township of Ramara and the Council of the Township of Brock mutually agree upon the following terms and conditions, that is to say:

1. INTRODUCTION

This Fire Services Automatic Aid Agreement (hereinafter called the "Agreement") is intended to provide limited fire protection services effectively, efficiently, and safely through a cooperative and flexible approach to the residents of both municipalities. Ultimately, the

purpose of this agreement is to improve the level of public safety to the both municipalities.

2. DEFINITIONS

2.1 In this document:

Automatic Aid – means a program designed to provide/receive assistance from the closest available fire department on a day-to-day basis.

Council – means the duly elected members of the council of each municipality that is a party to this Agreement.

Defined Services - means the response to confirmed or unconfirmed structure fires including chimney fires, kitchen fires or the response to any fire that threatens a structure.

Fire Chief – means the one person appointed as fire chief by by-law for each respective municipality.

Fire Department – means the fire department of each municipality participating in this Agreement.

Fire Protection Services – means the entire range of services provided by a fire department and includes emergency response, training, fire prevention, and administrative support services.

Incident Command – means a common system employed by the fire service in Ontario to manage fires or other emergencies in order to safely, efficiently and effectively mitigate an incident.

Initial Arriving Officer – means the individual in charge of the initially arriving fire department apparatus who serves as a supervisor within the meaning of the Occupational Health and Safety Act.

Major Fire or Emergency – means a situation that constitutes a danger of major proportions to life or property and that may cause the Declaration of an Emergency under the Emergency Management and Civil Protection Act, or any fire services Mutual Aid Plan.

3. AGREEMENT PROVISIONS

3.1 The Township of Ramara may assist in providing fire suppression services to geographic portions of the Township of Brock as

described in Appendix "A" (Service Areas) attached hereto under the provisions of this Agreement.

- 3.2 Similarly, the Township of Brock may assist in providing fire suppression services to geographic portions of the Township of Ramara as described in Appendix "A" (Service Areas) attached hereto under the provisions of this Agreement.
- 3.3 This Agreement is for the provision of Defined Services, and does not provide for the response to any other type of emergency.
- 3.4 Upon receipt of an incident which constitutes a Defined Service within the meaning of this Agreement, and immediately following the dispatch of the fire apparatus, the Fire Department having jurisdiction over the property, will - through its communications service provider - immediately notify the communications service provider of the other Fire Department to request an Automatic Aid response to the service area (**see Appendix A**). Each Fire Department will respond to the incident in accordance with the provisions of **Appendix B** (Joint Operational Procedures) which may be updated as necessary from time to time as mutually agreed to by the Fire Chiefs of each respective municipality.
- 3.4 Both Fire Departments will respond to incidents (Defined Service) within the service area in a simultaneous manner and upon the arrival of the first apparatus, the initial arriving officer will establish "Incident Command" in accordance with established practices.
- 3.5 Each Fire Department is responsible for providing all other fire protection services to the areas of their respective municipalities (i.e. – inspection services, responses to medical incidents, automobile collisions etc.).
- 3.6 Each municipality recognizes that its Fire Department obligations are to its own ratepayers firstly, the District/County Mutual Aid Plan secondly, and this Agreement thirdly, and that this Agreement is subject to these overriding obligations.
- 3.7 Each municipality will indemnify and save harmless the other, including its officers and staff from any claim suffered or costs incurred as a result of fulfilling or attempting to fulfil its obligations under this Agreement except for those which are as a result of deliberate acts or negligence for which it/they are responsible for at law.

- 3.9 This Agreement shall continue from year to year until terminated or amended.
- 3.10 The parties hereto will do all things necessary for the carrying out of the terms of the Agreement.
- 3.11 Either party may terminate or amend this Agreement by giving to the other 90 days written notice at any time to a duly authorized representative of either party to this agreement.
- 3.12 This Agreement may be amended by mutual consent of the parties after the party desiring the amendment(s) gives the other party NINETY (90) days written notice of the proposed amendment.
- 3.13 In this Agreement nothing gives rise to an employment relationship between the parties in respect of either party's participation or contribution to this Agreement. The parties hereto expressly acknowledge that they are independent, and any agency, partnership or employer – employee relationship is not intended or created by this Agreement.

4. **NOTICES**

- 4.1 Any notice or written consent required to be given by either party to the other shall be mailed, delivered or sent by facsimile transmission to:

The Township of Ramara at:

PO Box 130, 2297 Highway 12, Brechin, ON, L0K1B0
Attn: Town Clerk, and Fire Chief
ph: 705.484.5373, fax:705.484.0441

The Township of Brock at:

1 Cameron Street, PO Box 10, Cannington, ON, L0E 1E0
Attn: Town Clerk, and Fire Chief
ph: 705.432.2355

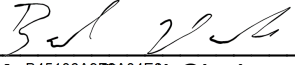
5. **OTHER TERMS**

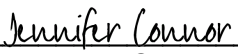
- 5.1 In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of the Agreement which shall remain in full force and effect mutates mutandis.

5.2 In the event that a dispute arises between the parties as to their respective rights and obligations under this agreement, the representative Fire Chiefs shall use their best efforts to resolve the dispute within fourteen (14) business days of the dispute arising. If the representatives of the disputing parties are unable to resolve the dispute through good faith negotiations within fourteen (14) business days the matter shall be determined by alternate dispute resolution which may include mediation.

IN WITNESS WHEREOF the Corporation of the Township of Ramara and the Corporation of the Township of Brock have hereunto affixed the signatures of their respective representatives.

for the CORPORATION OF THE TOWNSHIP OF RAMARA:

<small>DocuSigned by:</small>  <small>B45106A97DAA4E81</small> Mayor, Basil Clarke	6/29/2021 Date
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<small>DocuSigned by:</small>  <small>B45106A97DAA4E81</small> Municipal Clerk Jennifer Connor	6/29/2021 Date
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for the CORPORATION OF THE TOWNSHIP OF BROCK:

Mayor, John Grant	Date
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Municipal Clerk/Deputy CAO Fernando Lamanna	Date
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APPENDIX “A”

Service Area to Receive Automatic Aid Fire Response under this Agreement – Structure Fires or Fires that Threaten a Structure ONLY.

Properties in Brock (Automatic Aid received from Ramara)

- All properties within the Township of Brock boundaries captured on the attached map. Up to and including all properties on Concession Road 9 in Brock Township and all properties north of this divide.

Properties in Ramara Township (Automatic Aid received from Brock)

- All properties within the Township of Ramara boundaries captured on the attached map. Up to and including all properties on Concession Road 2 in Ramara Township and all properties south of this divide.



APPENDIX B

Joint Operational Procedures

1. A response by either Fire Department into the jurisdiction of the other as provided in this agreement will include the following:

Standard structural fire response as defined by the Fire Department providing the Automatic Aid Response subject to normal service exigencies including the potential limitation of services owing to simultaneous emergencies, staffing limitations, inclement/severe weather conditions, roadway obstructions, or other unforeseen circumstances.

From Ramara: Minimum one pump, one tankers, one support unit (rescue).

From Brock: Minimum one pump, one tankers, one support unit (rescue).

2. Incident Command will be established in accordance with accepted practise by the initial arriving officer regardless of their station of origin.
3. Where this is a member of the Department providing a response into the adjoining jurisdiction, "Command" will be transferred to the first arriving officer from the Fire Department having jurisdiction at the earliest opportunity following a face-to-face briefing. Personnel operating at the incident will always remain under the supervision of their own supervisors operating within the Incident Command system at all times.
4. The first arriving apparatus, regardless of station of origin will develop an "Initial Action Plan" based on the following priorities where conditions permit: rescue, exposure protection, fire control/extinguishment, the establishment of a reliable water supply or water shuttle operation using the appropriate sector designations. The following sectors should be established as soon as resources permit: Safety, Accountability, RIT (Rapid Intervention Team), Water Supply and Staging. Additional sectors may be established as resourcing and situational specific circumstances warrant.
5. The Incident Commander should request the attendance of Police and Paramedics along with any required utility service providers as soon as possible.
6. The apparatus and personnel from the adjoining municipality who are engaged in response or operations will be released in a timely fashion (generally within the first hour) by the Incident Commander after a full assessment of incident needs.
7. Where it is necessary that any assets be committed to operations for greater than one hour, the continued deployment of these assets will be considered as an activation of the appropriate Mutual Aid Plan.

8. Any fire cause determination effort and any administrative duties remain the responsibility of the Fire Department having jurisdiction over the subject property.
9. Fire Department apparatus and/or staff are subject to recall by the “home” Fire Department Fire Chief or their designate at any time a major fire or emergency occurs in their own community.