

ICE & WATER RESCUE AGREEMENT

BETWEEN

**The Township of Horton**  
(hereinafter referred to as "Horton")

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:

1.0 Definitions

**"Call"** means an emergency call from Horton for the provision of ice and water rescue only by Arnprior.

**"Equipment"** means the equipment necessary for ice and water rescue owned by Arnprior.

**"Fire Chief"** means the person appointed as the Fire Chief within the meaning of the Fire Protection and Prevention Act, S.O. 1997 c. 4, as amended;

2.0 Area to be Protected

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

Where Horton requests Water/Ice Rescue services, it is agreed between the parties that should Arnprior respond to a call and upon arriving at the scene find the call is actually outside the geographic boundaries of Horton, that Arnprior will notify Horton but may, at the Arnprior Fire Chief's discretion, continue to respond to the call until such time as the correct Fire Department in whose jurisdiction the call is within, arrives at the scene. Arnprior will invoice Horton accordingly for the call.

Where dispatch, without input from Horton, requests Water/Ice Rescue services, it is agreed between the parties that should Arnprior respond to a call and upon arriving at the scene find the call is actually outside the geographic boundaries of Horton, that Arnprior will notify Horton but may, at the Arnprior Fire Chief's discretion, continue to respond to the call until such time as the correct Fire Department in whose jurisdiction the call is within,

arrives at the scene. In this case, Arnprior will invoice the appropriate municipality in which the call took place for the call.

### 3.0 Equipment & Firefighters

It is agreed that sufficient firefighters to operate the ice and water rescue equipment and whatever equipment in the opinion of the Arnprior Fire Chief or acting Fire Chief is deemed necessary shall attend each call. The parties agree and acknowledge that response and attendance to a call shall be at the discretion of Arnprior Fire Chief or acting Fire Chief based on availability of trained personnel, availability of equipment and ability to maintain adequate resources within Arnprior during a call in Horton.

### 4.0 Response

In the event Arnprior receives a dispatch to respond to an emergency in Arnprior while responding to, or while in attendance at the scene of a call in Horton, the Arnprior Fire Chief or acting Fire Chief will notify Horton Fire Department via dispatch and update the dispatch centre that an Arnprior response cannot be made or maintained in Horton.

Whenever Arnprior is committed to a call within Arnprior boundaries, within other area agreement boundaries or to an Arnprior Mutual Aid assistance call, the Arnprior Fire Chief or acting Fire Chief will notify Horton through dispatch and update Horton that Arnprior will be unable to provide ice and water rescue until further notice. The Arnprior Fire Chief or acting Fire Chief will make best efforts to update Horton through dispatch as soon as the ice and water can 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 respond or supply the use of water/ice rescue equipment or any of it, in answer to a call.

### 5.0 Indemnification

Horton agrees that it will at all times indemnify and save harmless Arnprior, its employees, officers and representatives, 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 while performing or not performing any of the services contemplated by this Agreement.

### 6.0 Insurance

Horton agrees that it has the necessary insurance in place as follows:

Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Fire Protection Services pursuant to this agreement in an amount not less than the full replacement cost.

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$2,000,000. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

Non-owned Automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage.

Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$2,000,000. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.

All policies of insurance shall:

- a) Be underwritten by an insurer licensed to conduct business in the Province of Ontario.
- b) Include a provision for 30 day notice of cancellation except for Automobile which shall provide 15 day notice of cancellation

Certificates of Insurance evidencing coverage as outlined above shall be provided to all parties within 10 days of signing the agreement.

## 7.0 Liability

No liability shall attach or accrue to Horton 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 geographic boundaries of Horton.

## 8.0 Mutual Aid

Should additional assistance by way of personnel, apparatus, or equipment in addition to that provided by Horton Fire Department be required, the Arnprior Fire Chief or acting Fire Chief may invoke the applicable provisions of the County of Renfrew Mutual Aid Plan.

It is agreed that the Arnprior Fire Chief or acting Fire Chief may at his discretion request the use of Horton owned public works equipment.

#### 9.0 Reports

The Arnprior Fire Department shall provide an incident report to Horton within ten (10) working days after each incident.

#### 10.0 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 Horton Fire Department. Transfer of command to the Horton may be done when the ice and water rescue is complete and it is safe to do so.

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

#### 11.0 Fees

Horton agrees to pay Arnprior an annual fee of one thousand dollars (\$1,000.00) 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, Horton agrees to pay the standard current Ministry of Transportation (MTO) vehicle rates as amended for Ice & Water Rescue Services. The MTO rates at the date of signing of this agreement are four hundred and seventy seven dollars (\$477.00) per hour per vehicle, but shall increase when or if amended by MTO. In any case, the MTO rates shall never decrease.

A statement of calls along with an invoice for such calls will be provided whenever there is a call in a particular month.

#### 12.0 Term of Agreement

12.1 It is agreed between the parties hereto that the terms of this Agreement shall come into force and take effect upon signing of the agreement by both parties and remain in full force and effect for a period of one (1) year after which the agreement is automatically renewable annually, but may be terminated by either party upon giving ninety (90) days written notice.

12.2 Written amendments may be made at any time by the mutual consent of the both parties upon the party desiring the amendment(s) providing the other party thirty (30) days written notice of the proposed amendment(s). Both parties must agree in writing to the amendments.

12.3 This agreement may be terminated by either party upon giving written 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. Conversely, any monies owed to Horton by Arnprior shall be pro-rated to the termination date and paid to Horton on the date of said termination.

13.0 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 HORTON

\_\_\_\_\_  
MAYOR David Bennett

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CAO/CLERK Hope Dillabough

\_\_\_\_\_  
DATE

THE CORPORATION OF THE TOWN OF ARNPRIOR

\_\_\_\_\_  
CAO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRE CHIEF

\_\_\_\_\_  
DATE