

THIS AGREEMENT made this day of , 2018.

**BETWEEN:
COUCHICHING FIRST NATION**

And The CORPORATION OF THE TOWN OF FORT FRANCES

(herein collectively referred to as the "Parties")

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 Couchiching First Nation & The Town of Fort Frances operate fire protection services and manage assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire departments;

AND WHEREAS each of Couchiching First Nation & The Town of Fort Frances are willing and prepared to make available fire protection services to the municipality nearest it via automatic aid and in coverage situations on certain terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants conditions, considerations and payments herein contained, the respective Councils for Couchiching First Nation & Town of Fort Frances mutually agree as follows:

1. Definitions for the purpose of this Agreement:

- a) **"Designate"** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **"Automatic Aid Agreement Services Fees"** means the current MTO provincial rate per apparatus.
- c) **"Couchiching Fire Department"** means the Couchiching First Nation Fire Department, herein referred to as CFD. (District Station #12)
- d) **"Fort Frances Fire & Rescue Service"** means the Town of Fort Frances Fire & Rescue Service, herin referred to as FFRS (District Station #11)
- e) **"Incident Commander"** means the person in command of an incident, also referred to in this Agreement as IC.
- f) **"Fire Protection Services"** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services,
- g) **"Sufficient Resources"** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.

- h) **“Limited Services”** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private road ways, lanes, drives, and access.

2. Automatic Aid:

- a) This agreement is intended to be used on a day to day basis in order to meet the following objectives:
 - (i) Ensuring the provision of equipment and personnel, which are neither practical nor reasonable for each Fire Service to provide due to economic and other conditions inherent to their provision.
 - (ii) Provide The Town of Fort Frances assist coverage for areas that are not hydrant protected, as deemed required by the Incident Commander. In the event of a hydrant system failure the coverage would also be provided to those areas.
 - (iii) Provide Couchiching First Nation assist coverage for areas/situations that may require an aerial ladder apparatus, as deemed required by the Incident Commander.
 - (iv) Provide Couchiching First Nation assist coverage for areas under a Fire Protection Agreement that may require additional resources, as deemed required by the Incident Commander.
 - (v) Provide The Town of Fort Frances assist coverage for areas under a Fire Protection Agreement that may require additional resources, as deemed required by the Incident Commander.

3. Conditions of Response

- a) Each community is responsible to its own citizens first and, as such, may refuse to supply response if its Fire Service personnel, apparatus, and or equipment are required in its own jurisdiction at the time of an incident, or in the event it deems that another Fire Service cannot provide sufficient coverage to its jurisdiction for the duration of the incident response.
- b) In the event an incident occurs in the jurisdiction of the Fire Service that is assisting another, the applicable Commanding Officer or designate may order the release of any or all personnel, apparatus and/or equipment of their Service.
- c) Conditions a and b above will be decided by the assisting Fire Service as per the chain of command.

6. Conditions of Agreement

- a) This Agreement shall remain in force until any of the Parties provides written notice of termination to all other Parties not less than six months prior to the desired date of termination.

- b) This Agreement may be amended in writing by way of an Addendum to this Agreement or may be repealed and replaced with a revised Agreement at any time with the mutual consent of all Parties.
- c) In the event that there may be any dispute between the Parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, such dispute shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O 1990 c. M. 48, and the decision rendered in respect of such proceedings shall be final and binding upon the Parties to this Agreement.
- d) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the Parties hereto shall agree to the selection of a single arbitrator, and failing agreement on the selection of an arbitrator, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.
- e) Cost for an arbitrator will be split even (50% cost sharing arrangement) between parties.

6. Billing Conditions

- a) Billings under this Agreement will be completed on a monthly basis as required.
- b) The Chief Officer or designate shall notify the applicable First Nation or Town when any billable service has been provided by its Fire Service under this Agreement. The said Town or Township will, in accordance with its billing policies, prepare and submit a bill for all services provided during the month to each First Nation or Town, which received such service.
- c) Billing shall be at the current MTO provincial rate per apparatus.
- d) The First Nation or Town receiving a bill for services under this Agreement shall remit payment of same upon receipt.

7. Legal

- a) This Agreement shall come into force and effect on the date of passing thereof by the Councils of Couchiching First Nation, & Town of Fort Frances.
- b) This Agreement shall be reviewed by the Parties at least once every five years.
- c) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed by this Agreement.

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- d) Due to the reliance of all Parties on volunteer firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this by-law are provided as “Limited Services” as defined in Section 1 of this Agreement.
- e) Couchiching First Nation, and the Town of Fort Frances shall not accept, sustain or incur liability for the delay or inability of their respective Fire Services to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered en route, environmental factors and impeded access.
- f) No liability shall attach or accrue to Couchiching First Nation, and the Town of Fort Frances under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.
- g) That this Agreement may be cited as the “Couchiching & Fort Frances Automatic Aid Agreement”.
- h) This Agreement comes into effect on the day it is passed by the respective Councils of all Parties hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their authorized signatories.

Couchiching First Nation

CHIEF IN COUNCIL

(seal)

CAO/CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Town of Fort Frances

MAYOR

(seal)

CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.