

THIS AGREEMENT made this 5th day of March, 2024
BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO
(Hereinafter called “**Minto**”)

THE PARTY OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
(Hereinafter called “**Mapleton**”)

THE PARTY OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(Hereinafter called “**Wellington North**”)

THE PARTY OF THE THIRD PART

WHEREAS Subsection 2 (5) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, Chapter 4, as amended (“*FPPA*”), authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS Subsection 6 (2) of the *FPPA*, authorizes the councils of two or more municipalities to appoint one fire chief for two or more fire departments;

AND WHEREAS Minto operates fire protection services and manages assets suitable to meet municipal responsibilities required by *FPPA*;

AND WHEREAS Mapleton and Wellington North wishes to engage Minto to provide Fire Management Services to the operation of Mapleton’s fire protection services, as well as Wellington North’s fire protection services and Minto agrees to do so, on the terms and condition set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Minto, Mapleton and Wellington North mutually agree as follows:

1. **Definitions**

In this Agreement:

- a. "Fire Chief" means the Chief of the Fire Department appointed under subsection 6(2) of *FPPA*;
- b. "Fire Department" means the fire departments of Mapleton and Wellington North with the duties and responsibilities assigned by *FPPA*;
- c. “Fire Services Management Team” aka FSMT means the employees reporting directly to the Director of Fire Services in accordance with section 2 (c) of Schedule A to this Agreement;
- d. "Mapleton CAO" means the Chief Administrative Officer for Mapleton; and,
- e. "Minto CAO" means the Chief Administrative Officer for Minto.

- f. 'Wellington North CAO' means the Chief Administrative Officer for Wellington North.

2. **Term of Agreement**

The provision of the Services under this Agreement will commence on April 1, 2024 and will automatically terminate on April 1, 2034 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Fire Chief/Deputy Chiefs**

The Mapleton and Wellington North Councils will appoint, by way of a By-law, Minto's Fire Chief to also act as Mapleton's Fire Chief and Wellington North's Fire Chief for the duration of the Term as well as two Deputy Chiefs to act as Mapleton's Deputy Chiefs and Wellington North's Deputy Chiefs.

4. **Fire Management Services**

Subject to the terms and conditions of this Agreement, Minto will provide to Mapleton and Wellington North, Fire Management Services as set out in Schedule A attached hereto (the "Services") for the duration of the Term.

All members of the Fire Services Management Team shall be employees of the Town of Minto. Notwithstanding this, the FSMT shall report to all Municipal Councils involved in this agreement regarding fire protection for each municipality and will report on a day-to-day basis to each municipality's CAO.

5. **Fee-for-Service**

In consideration for the Services provided hereunder, Mapleton and Wellington North will pay to Minto the fee-for-service as set out in Schedule B attached hereto (the "Fee-for-Service").

6. **Obligations of Mapleton and Wellington North**

Mapleton and Wellington North represents and warrants to Minto that Mapleton and Wellington North will be solely responsible for ensuring:

- a. adequate insurance coverage is provided for the fire personnel, equipment, buildings and potential liabilities of Mapleton and Wellington North respectively; and,
- b. Mapleton and Wellington North supports and works cooperatively with the Fire Management Team in order to operate the Mapleton Fire Department and Wellington North Fire Services respectively.

7. **Obligations of Minto**

Minto represents and warrants to Mapleton and Wellington North that Minto will be responsible for ensuring:

- a. Mapleton and Wellington North are advised of any changes in employment of the FSMT and that the appropriate By-laws are passed and all obligations will continue to be met; and,
- b. the FSMT provides the Services and fulfills the obligations as set out in this Agreement.

8. **Obligations of the Fire Management Team**

In addition to the Fire Management Services as set out in Schedule A attached hereto, the FSMT will be responsible for recommending the appropriate level of resources to Mapleton Council and Wellington North Council respectively as required to ensure:

- a. a competent and functional management team exists, pursuant to this Agreement, to provide proper management services to both the Minto Fire Department, the Mapleton Fire Department and the Wellington North Fire Services;
- b. adequate facilities, equipment and personnel are provided for the operation of the Mapleton Fire Department and Wellington North Fire Services, including, but not limited to, a functional staff complement who have the skills, abilities and experiences to, and do, properly perform the duties and responsibilities of their respective positions. In consultation with Mapleton's CAO and Wellington North's CAO, the FSMT is responsible and has authority for the hiring, dismissal and discipline of the staff complement, in accordance with Mapleton's Human Resource Policies and Wellington North's Human Resource Policies respectively;
- c. adequate and appropriate fire protection service levels are provided to Mapleton and Wellington North; and,
- d. proper management of the Mapleton Fire Department and Wellington North Fire Services in accordance with good management principles (including, but not limited to, provincially—recognized standards, policies and procedures on proper governance for Fire Departments) and legal advice as and when received.

9. **Oversight**

An advisory committee will be formed consisting of the CAO and one (1) member of Council from each municipality who shall meet at least one time per year with the FSMT to discuss performance and budget related items. Other meetings may be called by the FSMT or any of the CAO's as deemed necessary.

A joint hiring team consisting of any of the following may be used to hire the top levels of the management team: Human Resources Managers, CAO's or other senior management team members from either municipality.

10. **Insurance**

Mapleton and Wellington North will pay for and maintain for its own benefit and for Minto's benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the Mapleton Fire Department and Wellington North Fire Services and the Fire Management Services provided by Minto hereunder to Mapleton and Wellington North, including, but not limited to, liability and property damage insurance. Mapleton and Wellington North will each provide Minto with satisfactory confirmation of its compliance with this Section and/or copies of the insurance policies when requested by Minto. Minto agrees that anyone claiming by, through, under or on behalf of Mapleton or Wellington North will have no claim, right of action or right of subrogation against Minto based on any loss or liability insurance under the _____ above _____ insurance.

11. **Indemnity**

Mapleton and Wellington North will each fully indemnify and save Minto, as well as all of its respective officers, councillors, employees (including, but not limited to, the FSMT), independent contractors and agents (collectively, "Minto indemnitees" under this Section 10) harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the Minto indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly:

- a. any act, neglect, default, or breach of applicable law, of or by any of the Minto indemnitees in respect of the provision or non-provision of the Services, and/or otherwise as a result of this Agreement; and/or,

- b. any act, neglect, default, or breach of applicable law, of or by Mapleton and/or Wellington North and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

Notwithstanding the foregoing, it is understood and agreed that Mapleton or Wellington North will not indemnify and save harmless the Minto indemnitees for any such costs that:

- (i) result from the negligence of the Minto indemnities;
- (ii) arise from any breach by the Minto indemnities of any provision of this Agreement; or
- (iii) that directly result from any act, neglect, default, or breach of applicable law, of or by any of the Minto indemnitees performed in bad faith.

12. Nature of Relationship

- a. Minto is not, nor is any person employed or retained by Minto in the provision of the Services, an employee of Mapleton or Wellington North, and no other relationship, including a partnership or a principal and agency relationship, is created by this Agreement. The relationship created by this Agreement is exclusively that of independent contractor.
- b. Minto will at all times act in its own capacity and right solely as an independent contractor in the provision of the Services under this Agreement and, except as may be expressly provided in this Agreement, Minto will have full discretion as to the means, method and manner of providing the Services and will not be subject to the control and/or direction of Mapleton or Wellington North in doing so.
- c. With approval from Mapleton and Wellington North, Minto may extend this agreement to include another fire department in the sharing of fire management services. Doing so may require the hiring of additional personnel for the FSMT which requires the approval of Minto, Mapleton and Wellington North Councils.

13. Dispute Resolution

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved by the FSMT, then the parties agree to participate in the following dispute resolution procedure:
 - (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's CAO, or his or her designate. The CAOs will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
 - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Minto, the Council of Mapleton and the Council of Wellington North each agree to appoint two (2) members to work with two (2) members of each of the other municipalities to resolve the dispute or disagreement. Any other municipality who may join this agreement will be entitled to appoint two (2) members as well to assist in resolving the dispute.

- (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information, information subject to solicitor client privilege or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
 - (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitration Act* (Ontario), subject to Subsection 12 b. below.
- b. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. In the event that the parties cannot agree on an arbitrator, either party shall be at liberty to apply to the Superior Court of Justice to have one appointed. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
- c. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, Minto will continue to provide the Services under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless and until the provision of such Services is terminated or expire in accordance with the Termination provisions of this Agreement.

14. Termination

- a. Minto's provision of the Services under this Agreement shall automatically terminate / expire at the end of the Term, without any further notice or compensation in lieu of notice owed, unless Mapleton and/or Wellington North and Minto enter into a written agreement, no later than 6 months before the expiry of the current agreement, to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.
- b. Minto's provision of the Services under this Agreement may also be terminated, at any time before the end of the Term, as follows:
 - (i) By all parties, without cause, upon giving at least 180 days' written advance notice to the other party of the termination date.
 - (ii) By all parties, for cause, without any obligation to provide any advance notice or compensation in lieu of notice to the other parties for a breach of this Agreement committed by the other parties, including, but not limited to, any breach by Mapleton or Wellington North of its obligations under Section 6 of this Agreement.
 - (iii) By Minto if it is unable to provide the Services under this Agreement, including, but not limited to, in the event a majority of the FSMT terminates employment and insufficient staff remains to perform the functions of a fire services management.
 - (iv) By mutual agreement of all parties.

- c. The parties agree that these Termination provisions are fair and reasonable, and are in full satisfaction of any and all entitlements (statutory, contractual, common law and/or otherwise) resulting from the termination of the Services under this Agreement. The parties further agree that, if a party terminates Minto's provision of the Services under this Agreement in accordance with these Termination provisions, the other party will have no action, cause of action, claim or demand against the terminating party or any other person or organization as a consequence of such termination and, in particular, the terminating party will not be liable to the other party and/or any of its officers, councillors, employees, independent contractors or agents for damages on account of the termination of the provision of the Services under this Agreement.
- d. Notwithstanding, if one party uses the powers contained herein to exit the agreement, the agreement will still remain binding to the remaining two parties and will remain enforceable as such.

15. General

- a. **Choice of Law**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

- b. **Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

- c. **Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

- d. **Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of Mapleton, Wellington North and Minto, respectively.

- e. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing April 1, 2024, and cancels and supersedes any prior understandings and agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

- f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by both parties as authorized by their respective Councils. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party

purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

- g. **Severability**
In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

- h. **Applicable By-laws**
Each of the parties hereby acknowledges and agrees that they will pass all necessary By-laws to give full force and effect to this Agreement.

- i. **Independent Legal Advice**
Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

- j. **Counterparts**
This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

Gregg Davidson, Mayor

Manny Baron, CAO
We have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF MINTO

David Turton, Mayor

Annilene McRobb, Clerk
We have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Andrew Lennox, Mayor

Karren Wallace, Clerk
We have authority to bind the Corporation.

SCHEDULE A
"SERVICES"

1. Services

Minto will provide the following administrative and supervisory services (which, for greater certainty, will be provided by the Fire Services Management Team, led by the Director of Fire Services):

- a. Exercising the powers and duties imposed on the Fire Chief by *FPPA* and other regulations;
- b. Ensuring enforcement of the Ontario Fire Code through necessary inspections and overseeing the issuing of required notices and orders;
- c. Interpreting and ensuring application and enforcement of appropriate and applicable legislation, codes and bylaws;
- d. Reviewing building plans to ensure they meet all fire regulations when requested by Mapleton's and Wellington North's Chief Building Official or designate;
- e. Managing the functions of the Mapleton Fire Services and staff on behalf of Mapleton, and Wellington North Fire Services and staff on behalf of Wellington North including, but not limited to, fire suppression, fire prevention, fire safety education, communication, recruitment, training of persons involved in the provision of fire protection services, rescue and emergency services, and the delivery of all those services;
- f. Providing leadership and direction to the overall operation of the Mapleton Fire Department and Wellington North Fire Services through fire department staff;
- g. Overseeing purchasing, maintenance and budgeting of the Mapleton Fire Department and Wellington North Fire Services, including approval of all expenditures;
- h. Representing the Mapleton Fire Department and Wellington North Fire Services when communicating information to the media;
- i. Administering a training program to meet Provincial Standards and documentation;
- j. Promoting and facilitating Fire Officer development;
- k. Promoting and facilitating a fire prevention and public education program (with respect to fire safety and certain components of fire prevention);
- l. Establishing Standard Operating Guidelines ("SOGS") as required;
- m. Creating a bi-annual activity report to the Council of Mapleton and the Council of Wellington North respectively;
- n. Submitting reports and maintaining files on all incidents to required authority, including, but not limited to the, Office of the Fire Marshal;
- o. Establishing duties and responsibilities for Mapleton Fire Department and Wellington North personnel;
- p. Overseeing the Fire specific Health and Safety program for Mapleton and Wellington North;

- q. Overseeing the maintenance, repair and replacement of the equipment and assets of the Mapleton Fire Department and the Wellington North Fire Services;
 - r. Designating responsibilities and duties specific to the Emergency Control Group that represents Mapleton and/or Wellington North in emergency measures;
 - s. Overseeing administrative services in respect to the Mapleton Fire Department and the Wellington North Fire Services, including, but not limited to, payroll, reporting, etc.;
 - t. Administering fire service contracts and mutual aid contracts;
 - u. Attending incidents where there is a death or serious injury, fires of a suspicious nature, an explosion, large loss, the cause of the fire has not been determined, laws and/or codes have been violated and as required or requested;
 - v. In conjunction with the District Chief(s), or designate(s), overseeing investigations of major fires, assisting other agencies involved, and ensuring preparation of all documentation and correspondence relating to investigation; and,
 - w. Such other services as amended and mutually agreed upon from time to time by the parties.
2. Reporting Structure. in respect of the provision of Services, it is understood and agreed that:
- a. The Fire Service Management Team will respond to, and communicate with, the Mapleton CAO and the Wellington North CAO as required. However, primary reporting and supervision of the Fire Service Management Team remains with the Minto CAO and will follow existing Minto Human Resources policies.
 - b. Mapleton Fire Department personnel will continue to be employees of Mapleton and will continue to follow Human Resource policies as set forth by Mapleton. Wellington North Fire Services personnel will continue to be employees of Wellington North and will continue to follow Human Resource policies as set forth by Wellington North. Notwithstanding the foregoing, Mapleton Fire Department personnel and Wellington North Fire Services personnel will follow Standard Operating Guidelines as prescribed by the Fire Services Management Team and will receive direction from the Fire Services Management Team.
 - c. The organizational structure of the Fire Services Management Team overseeing Mapleton Fire Department and the Wellington North Fire Services is as follows with the Fire Service Management's Fire Chief now also known as Director of Fire Services of Mapleton, Wellington North and Minto as well as the two Deputy Chiefs will also be known as Deputy Directors of Fire Services of Mapleton, Wellington North and Minto. A Training position, Fire Prevention position and an Administrative position will also form part of the FSMT. Other positions as deemed necessary and approved by the Advisory Board will also form part of the management team.
 - d. All members of the Fire Services Management Team will be employees of Minto. The FSMT will ensure to divide enough time to all departments involved in the agreements to providing administration, oversight, and services in an equitable manner.
 - e. Minto will employ all members of the Fire Services Management Team and will ensure all members of the team perform all duties outlined in this agreement.

SCHEDULE B

“Fee-for-Service”

1. **General Principle** – The general agreement in principle between Mapleton, Wellington North and Minto is that Mapleton and Wellington North will compensate Minto for the costs incurred by Minto to properly provide the Services under this Agreement, as represented by 30% for each municipality of the total cost to Minto of employing the entire Fire Service Management Team, including those costs incurred in order for the Team to carry out their role. The principle will be of guidance in interpreting the payment of the fees contemplated below based on an annual budget for the Fire Service Management Team to include but not limited to the following expense categories.

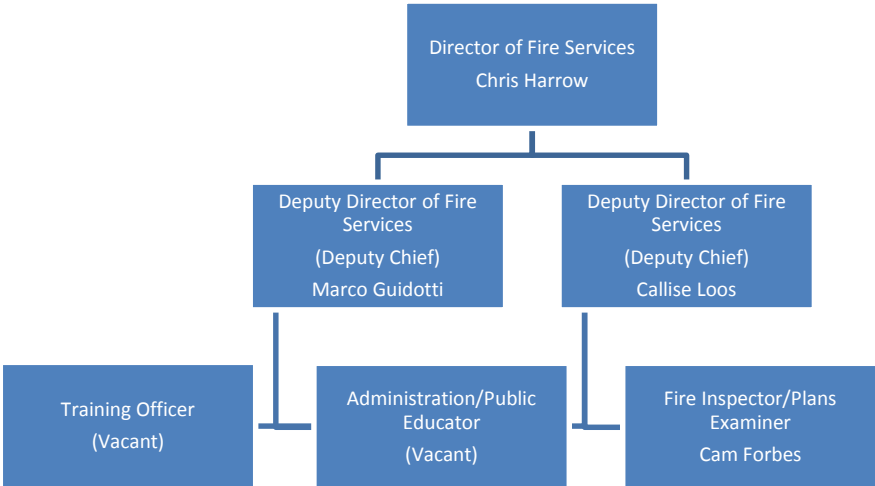
- i) FSMT salary and benefits
- ii) FSMT – training, seminars/conference¹
- iii) FSMT – telecommunication expense
- iv) FSMT – office and equipment supplies
- v) FSMT – uniform expenses
- vi) FSMT – office and meeting expenses
- vii) FSMT – Fuel and Maintenance of Vehicle

¹ includes mileage and expenses to attend meetings/seminars

2. The FSMT shall annually prepare a budget of the expenses of the Team and shall provide the same for review by the Advisory Committee. The budget of the FSMT shall require the approval of the Town of Minto and will be reflected by a line item in Mapleton’s and Wellington North’s budget.
3. The FSMT budget share for each municipality shown above is for the three municipality partnership. Wellington North and Mapleton will each pay 30% with Minto’s share being 40%.
4. If one municipality opts out of this agreement using the exit clause, the percentages will change to 40% for the municipality remaining and 60% for Minto.

SCHEDULE “C”

FIRE SERVICES MANAGEMENT TEAM STRUCTURE – 3 Municipality Model



- This structure reflects a 3 municipality partnership. For 2 municipalities, 1 or more of the positions would be eliminated.
- The Director of Fire Services will be appointed Fire Chief for all 3 municipalities by By-Law.
- The team noted above would all be employees of Minto and responsible for overseeing all fire department operations for each municipality.

