

Fire Services Agreement

made this day of , 2017.

between

The Township of Howick (hereinafter called "Howick")

-and-

The Town of Minto (herein called "Minto")

Whereas, Section 2 (6) of the *Fire Protection and Prevention Act*, Chapter 4, S.O. 1997 (as amended) authorizes a municipality to enter fire services agreements with other municipalities to provide and/or receive fire protection services;

And whereas, Howick operates fire protection services and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act* through a fire department situated within Howick;

And whereas, Minto is prepared to make available fire protection services to Howick and Howick is agreeable and requests of Minto to provide fire protection services to the area of Howick defined as *Fire Area* in Schedule "A" attached hereto and forming part of this agreement;

Now therefore, in consideration of the mutual covenants, conditions, considerations and payments herein contained Minto and Howick mutually agree as follows:

1. In this Agreement, unless the context otherwise requires:
 - a. "*Designate*" means a person who in the absence of the *Fire Chief*, has the same powers and authority as the *Fire Chief*;
 - b. "*Fire Area*" means the area of Howick defined in Schedule "A" attached hereto and forming part of this agreement;
 - c. "*Fire Chief*" means the chief of the fire department;
 - d. "*Fire Department*" means the municipal department authorized to perform *Fire Protection Services*;
 - e. "*Fire Protection Services*" means and includes activities defined in the *Fire Protection and Prevention Act*, more particularly described as: Fire Suppression, Rescue and Emergency Services, Communications, modified medical tiered response as per the agreement of tiered response with Howick shown as Schedule "B". Public Fire Education shall be coordinated and communicated jointly to the *Fire Area* by Howick and Minto. Emergency Management situations or exercises as may be defined under the *Emergency Management and Civil Protection Act* shall fall under the direction of Howick with required response coordinated and communicated with Minto.

Fire Protection Services do not include request and demand fire inspections, open air burning matters and/or any other issues or complaints regarding nuisance burning in the *fire area* covered by Minto. All of the services provided by Minto to the *Fire Area* shall be shown in Schedule "B".

2. Responsibilities

- 2.1** Minto will supply *Fire Protection Services* to all properties and residents situated within the geographical area of Howick shown in Schedule "A" which shall be known as the "*Fire Area*".
- 2.2** The Service Delivery Expectations are included as Schedule "B". During the term of this agreement the Service Delivery Expectations provided to the *Fire Area*, including the level of service, will not change.
- 2.3** Howick shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants in the *Fire Area* of procedures for reporting an emergency and of the services provided by the Minto Fire Department. The notification shall be consistent with the provisions in Schedule "B". Minto shall receive a copy of any notification to be distributed in the *Fire Area* by Howick.
- 2.4** Fire apparatus and personnel that will respond to occurrences in the *Fire Area* of Howick will constitute sufficient apparatus and fire fighters to accomplish the specific services identified in the agreement.
- 2.5** Notwithstanding Section 2.4 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Minto or elsewhere, under the provisions of the County of Wellington Mutual Aid Plan. In such a case the fire chief, or designate, shall summon assistance for coverage to the *Fire Area* in accordance with the provisions of the fire protection or mutual aid agreements referred to in Section 2.2 above.
- 2.6** Minto shall be required to send a summary of incident reports within the *Fire Area* to the Fire Chief or designate of Howick on a quarterly basis.
- 2.7** Minto will receive all funds received for occurrences at which the fire department attends in the *Fire Area*. Minto will be responsible for the billing of all funds.
- 2.8** Howick shall take whatever action is appropriate and necessary to have the Howick Fire Chief or designate appointed as *Chief Fire Official* for the *Fire Area* and have all of the powers of the *Chief Fire Official* as per the *Fire Prevention and Protection Act*. All matters requiring decisions of the *Chief Fire Official* shall be communicated to the Howick Fire Chief immediately so as to make a timely decision.

2.9 The Fire Chief or designate of Howick and the Fire Chief or designate of Minto agree to communicate as often as deemed necessary, but no less frequently than once per year, to discuss program and service delivery matters within the *Fire Area*.

2.10 Howick shall provide Minto a current map of the response area at the commencement of this agreement and thereafter a further copy of each update and revision thereto, noting necessary firefighting information. (i.e. permanent road closures, fire protection water source)

2.11 Howick and Minto both agree that they will pass enabling by-laws in order to confirm the terms and conditions of this agreement to enable each municipality to enter into said agreement, thus binding the municipality to said agreement.

3. Reimbursement

Howick agrees to reimburse to Minto payment in the manner and amounts established. The amounts established are based upon an annual flat fee of \$6,500.00 for response by Minto Fire into the *Fire Area*. The yearly amount does not alter no matter the number of stations or apparatus sent by Minto. As well, the number of hours spent on the response does not alter the amount. This agreement will be in force from the passing of the by-law until amended or appealed by the Council of the Town of Minto or the Township of Howick.

4. Arbitration

4.1 So often as 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, the same 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 of the agreement. Both parties agree to split the cost of the arbitration process.

4.2 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 in the absence of such agreement, such arbitrator shall be appointed by the 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.

5. Duration of Agreement

5.1 This agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement shall be deemed to exist except as entered into writing by both parties to this agreement.

5.2 This agreement shall be in force for a period of five (5) years, commencing on the 1st day of June, 2017 and concluding on the 31st day of December, 2022 and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party, as set out in Section 5.c. hereto.

5.3 This agreement may be terminated at any time by either party giving written notice to the other party not less than six (6) months prior to the desired termination date. In any case of termination prior to June 30, the fees specified in Section 3 will be applied on a yearly pro rata basis.

5.4 The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).

5.5 This agreement shall be governed by and be constructed solely in accordance with the laws of the Province of Ontario and the laws of Canada applicable hereto.

6. Currency

All references to currency amounts in this agreement shall be references to Canadian dollars.

7. Validity

7.1 If any part of this agreement is held or rendered invalid or illegal, the remainder of this agreement continues to apply.

7.2 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 this agreement which shall remain in full force and effect once the necessary changes have been made.

7.3 This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7.4 All of the provisions and covenants contained in this agreement shall survive the expiry or other termination of this agreement.

8. Liability and Indemnification

8.1 Minto shall not be liable for any injury to Howick or to any officers, employees, agents, residents, occupants or visitors of Howick or the Fire Area, or for any damage to or loss of property of Howick, or of any officers, employees, agents, residents, occupants or visitors of Howick or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Services on any occasion to Howick or for any decision made by the Fire Chief pursuant to section 2.5 of this Agreement.

- 8.2** Howick shall save harmless and fully indemnify Minto, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 8.1 and such indemnification shall survive the termination of this Agreement.
- 8.3** Sections 8.1 and 8.2 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Minto while acting within the scope of his or her employment.
- 8.4** Howick shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of Minto caused by or in any way related to the performance of this Agreement.
- 8.5** Minto shall save harmless and fully indemnify Howick, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 8.1 and such indemnification shall survive the termination of this Agreement.
- 8.6** Sections 8.4 and 8.5 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Howick while acting within the scope of his or her employment.

9. Confidentiality and Protection of Privacy

- 9.1** The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- i. was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - ii. was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - iii. was approved in writing for disclosure, without restriction, by the disclosing party;
 - iv. is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - v. was developed by either party independently, without a breach of any duty of confidence.
- 9.2** Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this agreement pertaining to the protection of Confidential Information.

Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 9.

- 9.3** All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 9.4** Upon completion of the Fire Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- 9.5** Where Minto or Howick or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*, when performing the Fire Services described herein, then Minto or Howick, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

10 Workplace Health and Safety and Insurance Issues

- 10.1** Minto agrees to provide sufficient insurance coverage for providing Fire Services for the *Fire Area* of Howick. Minto shall provide Howick with proof of such insurance coverage.
- 10.2** Minto shall provide to Howick, proof of Worker's Safety and Insurance Board (WSIB) coverage for the fire department's firefighters on a yearly basis for the duration of this agreement.

In witness hereof the parties have duly executed this Agreement.

The Corporation of the Town of Minto

Per _____
George Bridge, Mayor

Per _____
Bill White, CAO/Clerk

We have authority to bind the Corporation

The Corporation of the Township of Howick

Per _____
Art Versteeg, Reeve

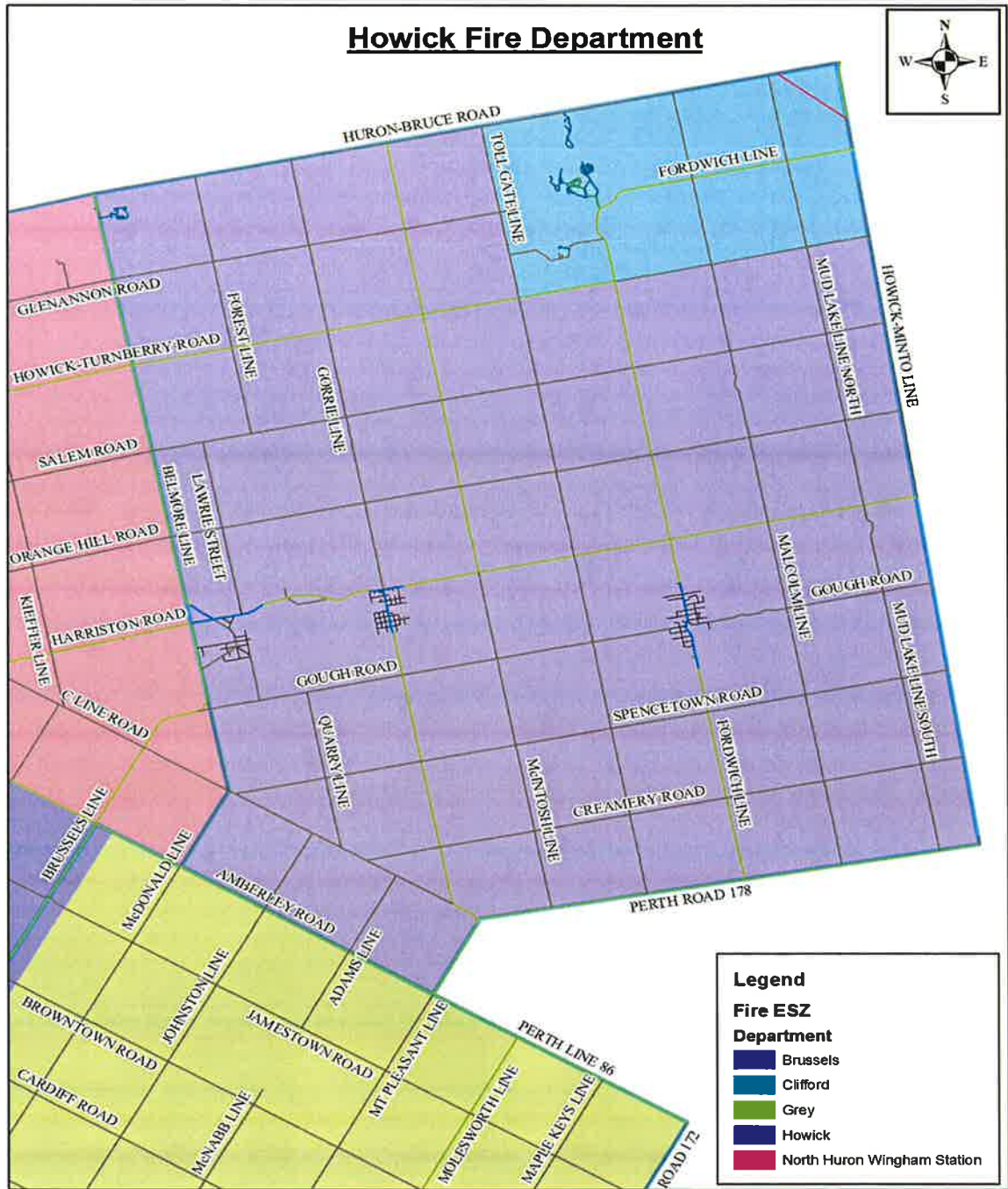
Per _____
Carol Watson, Clerk

We have authority to bind the Corporation

Schedule "A"

Fire Area

The following is a map of the *Fire Area* of the Township of Howick covered by Minto.



Schedule “B”

Service Delivery Expectations

Minto will provide to the *Fire Area*:

- Fire Suppression
- Rescue and Emergency Services including responses to Motor Vehicle Collisions
- The above will not include Trench Rescue, or Water Rescue as Minto Fire does not offer these services
- Communications
- Hazardous Materials Response to the Awareness Level only
- Medical Tiered Response, as per the current Minto service offered
- Routine Fire Inspections
- An investigator for any fire that is deemed to require an investigation prior to an investigator from the Office of the Fire Marshal and Emergency Management arriving if required.

Howick will provide to the *Fire Area*:

- Emergency Management situations or exercises as may be defined under the *Emergency Management and Civil Protection Act*.
- Open Air Burning Matters
- Issues or Complaints regarding Nuisance Burning
- Enforcement of any other By-laws applicable to Howick residents.
- Minto Fire Department shall make every effort to notify the Howick Fire Chief, or designate, as soon as practically possible, in the event that a fire occurs in the designated response area.

Complaint Fire Inspections and Public Education shall be identified coordinated and communicated jointly to the *Fire Area* by Howick and Minto.