

FIRE PROTECTION AGREEMENT FOR AUTOMATIC AID

AGREEMENT made this _____ day of _____, 2024

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS
Hereinafter called "Lanark Highlands"

AND

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS
Hereinafter called "Mississippi Mills";

WHEREAS each of the parties hereto are municipal corporations responsible for the provisions of fire and emergency response services pursuant to the provisions of the *Fire Protection and Prevention Act*, 1997, S.O. 1997. c. 4 (the "FPPA");

AND WHEREAS a municipality may, pursuant to the provisions of the *FPPA*, enter into agreements to provide or receive fire protection services including response to fires, rescues and emergencies.

AND WHEREAS Mississippi Mills and Lanark Highlands have agreed that the Mississippi Mills Fire Department will supply certain fire protection services to Lanark Highlands;

Mississippi Mills and Lanark Highlands agree as follows:

1. Definitions

For the purpose of this agreement:

- (a) "Designate" means the person who, in the absence of the Fire Chief, is assigned to be in-charge of activity of the Fire Service, and who has the same powers and authority as the Fire Chief;
- (b) "Response Area" means the response area of Lanark Highlands from the Lanark Highlands Township Boundary on County Road 24 and North of 1437 California Road as outlined in Schedule A;
- (c) "LHFS" means the Lanark Highlands Fire Services;
- (d) "MMFD" means the Mississippi Mills Fire Department;
- (e) "Limited Services" means a variation of services significantly differentiating from the norm as a result of extenuating circumstances, such as but not limited to, environmental factors, obstructions, remote or island properties, private roadways, lanes and drives or limited staffing;
- (f) "Levels of Service" means that due to the fire department's reliance upon volunteer firefighters, the topographic and geographic configuration of the Municipalities, the level and amount of equipment at the department's disposal, and other budgetary constraints, the services listed in Section 2, although approved, may be provided as "limited services" as defined in this agreement.

2. Level of Services to be Provided

The following list of response criteria will be initiated by automatic dispatch criteria;

TABLE A

Mississippi Mills and Lanark Highlands Agreement Criteria			
Incident Type	MM Response	Response Cost	
CO Detector with/without Symptoms	Truck 581	<ul style="list-style-type: none"> MMFD response – no LHFS response MTO truck rate per hour Firefighter rate (applied to all responders) 	
Lift Assists			
Medical			
Arcing Wires	Tanker 531,581		
Wash Downs / Spills			
Gasoline Leak			
Smoke Alarms Activated			
Natural Gas/Propane Leak			
Fires - Rubbish	531 and pickup		<ul style="list-style-type: none"> MTO truck rate per hour Firefighter rate (applied to all responders) Mutual aid available after 2 hours
Fires - Chimney	531 and pickup		
Fires - Dumpster	531 and pickup		
Fires - Electrical	531 and pickup		
Fires – Grass	531 and pickup		
Fires - Natural Gas/Propane	531 and pickup		
Incident Type	MM Response	Response Cost	
Fires - Small Structure	531 and Pickup	<ul style="list-style-type: none"> MTO truck rate per hour Firefighter rate (applied to all responders) Mutual aid available after 2 hours <p style="color: red; font-weight: bold;">LHFS RESPONSE IS REQUIRED UNLESS OTHERWISE STATED</p>	
Fires - Structure	523,531 and 551		
Fires - Vehicle in Structure	523,531 and 551		
Explosions	523,531 and 551		

Incident Type	MM Response	Response Cost
MVC without personal injury	523 & 551	<ul style="list-style-type: none"> • MTO truck rate per hour – 523, 551 only • Firefighter rate – (applied to all responders except County Rescue) • Mutual aid available after 2 hours
MVC – With Entrapment	523,551 County Rescue	
MVC - Pedestrian Accident	523,551 County Rescue	
MVC with personal injury	523,551 County Rescue	
Notes: <ul style="list-style-type: none"> • MTO Truck rates applied to response, may change yearly • Mutual aid for high-risk events may be initiated immediately but minimum billing rates apply • Firefighter pay - \$41 per hour with a two-hour minimum response per firefighter • Incidental costs (air bottle filling or consumables) shall be billed per use • MMFD will not provide any response to islands (no capabilities) • Billing will be conducted quarterly • Either party may immediately increase response to an incident when the situation is believed to be high-risk in nature. 		

MMFD will be the sole service provider for those services in the first section of Table A (highlighted in green). Therefore, MMFD will collect information and provide response details to LHFS within 5 business days of each incident. The information will contain the required data to complete the Office of the Fire Marshal and Emergency Management (OFMEM) reporting. MMFD will report each incident response as “Services Provided – Automatic Aid” when filing incident information to the OFMEM.

LHFS will generate any necessary response paperwork for all joint-response incidents.

Level of Services Requested by LHFS

The following incidents are high risk events but have limited response capabilities. MMFD provides awareness level response. Therefore, LHFS shall receive the initial response request and may request assistance from MMFD pending the situation and response requirements.

MMFD shall provide limited response capabilities; assistance will be limited to establishing incident command, controlling scene safety by establishing zone control and providing situational updates to LHFS. LHFS shall determine next steps based on their Bylaw and approved services.

The following services shall be considered as **limited services**;

Incident Type	MM Response	Response Cost		
Rescue - Water/Ice	Unit 551/ Rescue 2	<ul style="list-style-type: none"> • Services not to exceed those approved in the local LH Bylaw or according to other such agreements. • MTO truck rate per hour which includes County Rescue • Firefighter rate - applied to all responders 		
Due to the nature of the incident type and related shore-based operational decisions, LHFS will respond with MMFD to ensure onsite operations and communications are controlled by LHFS.				
Limited Service Delivery	Service Provided by MMFD	Description of Service	MM Response	Response Cost
Assistance to Other Agencies (Police)	no	<ul style="list-style-type: none"> • LHFS to receive first notification of these incidents • Contact MM directly through dispatch to determine response requirements • Will provide on scene management and updates until LHFS arrives when required 	Response will be based on identified needs.	<ul style="list-style-type: none"> • MTO truck rate and FF wages • Any incidental costs
Public Assistance	no			
Hazmat	no			
Rescue - Confined Space	no			
Rescue - High Angle	no			
Rescue - Person Trapped	no			
Rescue - Trench	no			
Building Collapse	no			

3. Term of Agreement

- (a) The term of this agreement shall be from the date of execution by both Municipal/Township Councils.
- (b) This agreement shall renew automatically for successive one-year terms subject to the terms outlined herein.
- (c) The Fire Chief’s shall review the terms and operation of the agreement annually.
- (d) The Fire Chief’s are authorized to update operations shown in Table A, as may be required from time to time, and to make housekeeping updates including the cost of services without seeking Council approval.
- (e) Either party shall have the right to terminate this agreement upon six months written notice.
- (f) The purpose of this agreement is to increase the efficiency and effectiveness of the herein noted fire services.

4. Mississippi Mills Fire Department Obligations

- (a) MMFD agrees to provide response to specified types of fires and emergencies in the contract area as identified in Table 'A', and exercise all reasonable means, whenever called upon to do so, to respond to any specified incident within the response area.
- (b) In the event that MMFD is unable to respond to an incident due to the prior or imminent deployment of its equipment and personnel, MMFD shall so advise the LHFS whereupon MMFD shall be relieved of:
 - i. any obligation to respond to the incident; and
 - ii. any liability for failing to respond to the incident.
- (c) Subject to Section 3 (a) and (b), MMFD shall respond to an incident in accordance with the response criteria set out in Table 'A'. Response criteria may be amended or supplemented by MMFD and LHFS from time to time without further approval.
- (d) Should the Fire Chief of the MMFD or his designate require assistance or believe that assistance may be required by way of additional personnel, apparatus, or equipment, such assistance shall be summoned in accordance with the provisions of the Mutual Aid System.

5. Lanark Highlands Fire Service Obligations

- (a) LHFS acknowledges and agrees that the provision of emergency services by MMFD is on a stand-by basis only and that there may be times when MMFD is unable to respond to an incident due to the prior or imminent deployment of MMFD equipment and personnel. In the event that LHFS has been informed that MMFD is unable to respond to an incident, LHFS acknowledges and agrees that it shall be solely responsible for the provision of emergency services within the Service Area and shall exercise all reasonable means to respond to the incident. LHFS may initiate further emergency response from other LHFS locations upon notification from MMFD.
- (b) LHFS shall be responsible for ensuring that MMFD receives immediate notice of all incidents originating within the Response Area and shall enter into any agreement with any third party that may be necessary to ensure that MMFD receives the required notice.

7. Ministry of Natural Resources (MNR) Fire Protection Agreements

- (a) Lanark Highlands has entered into a municipal forest fire management agreement (attached Schedule "B") which outlines areas within the White Lake response area. Included with Schedule B is LHFS Operational Guideline OG-O-13 "Bush or Grass Fire Operations". LHFS shall provide simultaneous response to incidents within the forest management area.

8. Indemnity and Limitation of Liability

- (a) Lanark Highlands shall indemnify and hold harmless Mississippi Mills, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement from and against all actions, suits, claims, demands, losses, costs, charges, expenses (including legal costs) damages (including consequential damages, fines or penalties) suits or other proceedings including personal injury or death, by whomsoever made, (hereinafter the "Claims") brought or prosecuted in any manner against Mississippi Mills, arising out of or in consequence of Mississippi Mills acting or allegedly failing to act under this Agreement save for such Claims caused by the negligence of Mississippi Mills as the case may be. The provisions of this section shall survive the termination or expiry of this Agreement.
- (b) The Mississippi Mills shall indemnify and hold harmless Lanark Highlands, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement from and against all actions, suits, claims, demands, losses, costs, charges, expenses (including legal costs) damages (including consequential damages, fines or penalties) suits or other proceedings including personal injury or death, by whomsoever made, (hereinafter the "Claims") brought or prosecuted in any manner against Lanark Highlands, arising out of or in consequence of Lanark Highlands acting or allegedly failing to act under this Agreement save for such Claims caused by the negligence of Lanark Highlands as the case may be. The provisions of this section shall survive the termination or expiry of this Agreement.
- (c) Mississippi Mills, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement shall not be liable to Lanark Highlands or any third party for any failure to perform, or delay in the performance of any obligations under this Agreement caused by circumstances beyond their reasonable control including without limitation, acts of God, fire, strike, lockout, civil insurrection, war, interruption of telecommunications or other utility services ancillary to the discharge of Mississippi Mills' obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action authorized by law, provided that Mississippi Mills, as the case may be, notifies Lanark Highlands verbally and in writing of the existence of, and reasons for, the circumstances as soon as reasonably possible, and use every reasonable effort on a continuous basis to alleviate the circumstance, as soon as reasonably possible.
- (d) Lanark Highlands, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement shall not be liable to the Mississippi Mills or any third party for any failure to perform, or delay in the performance of any obligations under this Agreement caused by circumstances beyond their reasonable control including without limitation, acts of God, fire, strike, lockout, civil insurrection, war, interruption of telecommunications or other utility services ancillary to the discharge of the Lanark Highlands obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action authorized by law, provided that the Lanark Highlands, as the case may be, notifies the Mississippi Mills verbally and in writing of the existence of, and reasons for, the circumstances as soon as reasonably possible,

and use every reasonable effort on a continuous basis to alleviate the circumstance, as soon as reasonably possible.

- (e) Subject to obligations of section 4(b) of this agreement;
In the event that MMFD is unable to respond to an incident due to the prior or imminent deployment of its equipment and personnel, MMFD shall so advise the LHFS whereupon MMFD shall be relieved of:
- i) Any obligation to respond to the incident; and
 - ii) Any liability for failing to respond to the incident.

9. **Insurance**

Each party for the duration of the contract shall maintain the following coverage:

- a) Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause
- Such insurance shall add Mississippi Mills as Additional Insured with respect to the operations of Lanark Highlands. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Mississippi Mills.
- Such insurance shall add Lanark Highlands as Additional Insured with respect to the operations of Mississippi Mills. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Lanark Highlands.
- b) Medical Malpractice for an amount of not less than \$5,000,000. Limit / Aggregate issued on an occurrence basis.
- c) Professional Liability (Errors & Omission) for a limit of not less than \$5,000,000 / \$5,000,000. Aggregate. If such insurance is written on a claims made basis, coverage shall contain a 24 month extended reporting period or be maintained for 2 years following conclusion of the service
- d) Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.
- e) The Policies shown above shall not be cancelled unless the Insurer
- f) notifies the Corporations in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Corporations.
- g) Each party shall keep their property / assets insured. Failure to do so shall not impose any liability on the other party.
- h) Each party is responsible for any deductible under the applicable policy – the additional Insured shall not bear any cost of such deductible
- i) Each party shall provide proof of WSIB and VFIS insurance coverage.
- j) Each party shall be included as an additional insured with respect to agreements between Her Majesty the Queen in Right of Ontario as represented by the Ontario Ministry of Natural Resources.

10. **Termination**

- a) Either party may terminate this Agreement for any or no reason upon six (6) month's written notice.
- b) Mississippi Mills may terminate this Agreement on sixty (60) day's written notice should Lanark Highlands fail to pay any invoice issued in accordance with this agreement and the invoiced amount is overdue by more than ninety (90) days
- c) Termination of this Agreement shall be without prejudice to any right of the parties that have accrued prior to the date of termination.
- d) Subject to Section 4, no party shall have any rights to damages as a result of any termination of this Agreement.

11. **Notice**

- a) Any notice, demand, approval, consent, information, agreement, payment, request or other communication required or permitted to be given under this Agreement in writing shall be given by email, letter or fax. Notice of change of address shall also be governed by this Section. If a notice is given in accordance with this subsection after 4:00 p.m. on a Business Day, it shall be deemed to have been given on the next Business Day thereafter and if it is given in accordance with the foregoing provisions or prior to 4:00 p.m. on a Business Day, it shall be deemed to have been given on such day.
- b) Any notice or other communication required or permitted to be given orally shall be given to the Fire Chief, MMFD at Mississippi Mills in the case of Mississippi Mills and to the Lanark Highlands Fire Services Fire Chief, at Lanark Highlands in the case of Lanark Highlands.
- c) Written notices will be addressed as follows:

- i. to Mississippi Mills,
Mississippi Mills Fire Department
C/O Fire Chief
PO Box 400
Almonte, ON, K0A 1A0
Email: mwilliams@mississippimills.ca
Facsimile: 613-256-4612
- ii. to Lanark Highlands,
Lanark Highlands Fire Department
C/O Fire Chief
75 George St.
Lanark, ON, K0G 1K0
Email: lhfirechief@lanarkhighlands.ca
Facsimile: 613-259-2291

12. Unenforceability

If any term, obligation or condition of this Agreement or application thereof is declared invalid or unenforceable, that provision shall be severed and deemed deleted and the remainder of this Agreement shall not be affected.

13. Entire Agreement

- a) This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions whether oral or written, of the parties. There are no general or specific warranties, representations or other agreements by the parties in connection with the entering into of this Agreement.
- b) Each of the party's covenants and agrees from time to time and at all times hereafter to do and perform such acts and things and to execute such further documents, agreements and writings and give all such further assurances as shall be reasonably required to fully perform and carry out the terms of this Agreement.

14. Assignment

This Agreement may not be assigned by any party without the prior written consent of the other party which consent may be arbitrarily withheld.

15. Waivers

No consent to or waiver of any breach or default by any party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

17. Inurement

This Agreement shall ensure to the benefit of, and be binding upon, the parties, their successors and assigns.

18. Confidentiality

Except as may be required by law, the parties shall:

- (a) keep confidential all tapes, records, data, logs, documents, the terms of this Agreement and any other material created or provided by one party to any other party relating to the performance of the services (collectively the "Confidential Information") contemplated in this Agreement; and
- (b) Shall not divulge any Confidential Information without the written approval of the other party.

19. Mediation

- (a) If a dispute arises between the Lanark Highlands and Mississippi Mills which cannot be resolved within a reasonable time, the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

20. Fee for Service

Lanark Highlands shall pay a fee for services identified in Table A of this agreement. This flat rate fee shall be negotiated two months before the annual anniversary date of entering into the original agreement. Such fees shall be payable to Mississippi Mills.

21. Materials and Supplies

LHFS shall reimburse MMFD for any additional reasonably incurred costs of responding to the incident plus any

applicable taxes for materials such as; foam, absorbent material, etc. Such reimbursement shall be negotiated and settled between fire chiefs within 60 days of such use.

22. Incident Command

Incident Command shall be established by MMFD upon arrival to an incident in the boundary area. Command will be transferred to LHFS once a department senior Officer is on scene and has the required firefighters to perform tasks.

23. Stand Downs

MMFD may stand down from a response when directed by LHFS personnel. LHFS shall ensure that they have a firefighter on-scene and in command of the incident.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals under the hands of their proper officers as of the date first above written.

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

Mayor Christa Lowry

Clerk Jeanne Harfield

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS

Reeve

CAO/Clerk