

FIRE PROTECTION AGREEMENT FOR AUTOMATIC AID

AGREEMENT made this ____ day of _____, 2024

BETWEEN

THE TOWN OF ARNPRIOR
Hereinafter called "ARNPRIOR"

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 Arnprior and Mississippi Mills have agreed that the Arnprior Fire Department will supply certain fire protection services to Mississippi Mills.

Arnprior and Mississippi Mills agree as follows:

1. Definitions

For the purpose of this agreement:

- (a) "Certified" means a person that meets the certification requirements as set out in O. Reg. 343/22 Firefighter Certification set out in Table 1, Item # 8
- (b) "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.
- (c) "Response Requirements" means the minimum requirements for the Arnprior Fire Department to provide to Mississippi Mills in accordance with Table 1.
- (d) "Response Area" means the response area of Mississippi Mills from which the Arnprior Fire Department responds automatically as outlined in Appendix A.
- (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 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, the services listed in Table 1, 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 1

Mississippi Mills and ARNPRIOR Agreement Criteria		
Incident Type	Arnprior Fire Department Response	Minimum Response Requirements
Fire suppression- structural, grass/brush, and vehicle	According to SOP	Certified Personnel
Rescue services	According to SOP	Certified Personnel
Response to remote/automatic alarms	According to SOP	Certified Personnel
Pre-fire conditions (i.e. the smell of smoke)	According to SOP	Certified Personnel
Carbon monoxide alarms	According to SOP	Certified Personnel
Power lines down or arcing	According to SOP	Certified Personnel
Extrication	According to SOP	Certified Personnel
Other occurrences not listed above	According to SOP	Certified Personnel

3. Term of Agreement

- (a) The term of this agreement shall be from the date of execution by both Municipal/Town Councils, until September 1, 2029.
- (b) This agreement shall renew automatically for successive one-year terms subject to the terms outlined herein.
- (c) The Fire Chiefs shall review the terms and operation of the agreement annually.
- (d) The Fire Chiefs are authorized to update operations shown in Table 1 as may be required from time to time and to make housekeeping updates without seeking Council approval, and such changes, once agreed and reduced to writing, shall automatically amend this Agreement.

- (f) The purpose of this agreement is to increase the efficiency and effectiveness of the fire service response to specified areas of Mississippi Mills

4. Arnprior Fire Department Obligations

- (a) Arnprior Fire Department agrees to provide Automatic Aid response to specified areas within Mississippi Mills set out in Appendix A. They will respond with the appropriate resources as identified in Table 1 and exercise all reasonable means, whenever called upon to do so, to respond to any specified incident within the response area.
- (b) If Arnprior Fire Department is unable to respond to an incident due to the prior or imminent deployment of its equipment and personnel, Arnprior Fire Department shall so advise the Mississippi Mills Fire Department whereupon Arnprior Fire Department 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 (c) and (d), the Arnprior Fire Department shall respond to an incident in accordance with the response criteria set out in Table 1. Response criteria may be amended or supplemented by the Arnprior Fire Department and Mississippi Mills Fire Department from time to time without further approval.

5. Mississippi Mills Fire Department Obligations

- (a) Mississippi Mills Fire Department acknowledges and agrees that the provision of emergency services by Arnprior Fire Department is on a stand-by basis only and that there may be times when Arnprior Fire Department is unable to respond to an incident due to the prior or imminent deployment of Arnprior Fire Department equipment and personnel.
- (b) If the Mississippi Mills Fire Department has been informed that the Arnprior Fire Department cannot respond to an incident, the Mississippi Mills Fire Department acknowledges and agrees that it shall be solely responsible for providing emergency services within the identified response area.
- (c) Mississippi Mills Fire Department may initiate further emergency response from other locations upon notification from the Arnprior Fire Department.
- (d) Mississippi Mills Fire Department shall be responsible for ensuring that Arnprior Fire Department receives immediate notice of all incidents originating within the Response Area through Brockville dispatch.
- (e) The Municipality of Mississippi Mills agrees to compensate the Arnprior Fire Department for this automatic aid agreement on a per-call basis. The rate of compensation is based on MTO rates per vehicle per hour plus the hourly rate of all responding personnel.

6. Fee for Service

- a)** The municipality of Mississippi Mills agrees to compensate the Arnprior Fire Department for this automatic aid agreement on a per-call basis. The compensation rate is based on MTO rates per vehicle per hour plus the hourly rate of all responding personnel.
- b)** Mississippi Mills Fire Department agrees to trade off \$1000.00 worth of Training Centre rental fee to the Arnprior Fire Department for services, for properties identified in Appendix A of this agreement annually.
- c)** Arnprior Fire Department shall invoice Mississippi Mills by December 31 which invoice shall be paid by Mississippi Mills within 30 days of receipt.

7. Indemnity and Limitation of Liability

- (a)** Mississippi Mills shall indemnify and hold harmless Arnprior, 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 Arnprior, arising out of or in consequence of Arnprior acting or allegedly failing to act under this Agreement save for such Claims caused by the negligence of Arnprior as the case may be. The provisions of this section shall survive the termination or expiry of this Agreement.
- (b)** Arnprior 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.
- (c)** Arnprior, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement shall not be liable to 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 Arnprior’ obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action authorized by law, provided that Arnprior, as the case may be, notifies 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.

- (d) Mississippi Mills, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement shall not be liable to Arnprior 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 Mississippi Mills obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action authorized by law, provided that the Mississippi Mills, as the case may be, notifies Arnprior 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 Arnprior Fire Department is unable to respond to an incident due to the prior or imminent deployment of its equipment and personnel, Arnprior Fire Department shall so advise the Mississippi Mills Fire Department whereupon Arnprior Fire Department shall be relieved of:
 - i) Any obligation to respond to the incident; and
 - ii) Any liability for failing to respond to the incident.

8. 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 Arnprior 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 an excess of any insurance available to Arnprior.

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- b) Medical Malpractice for an amount of not less than \$5,000,000. Limit / Aggregate issued on an occurrence basis.

- c) Professional Liability (Errors & Omissions) for a limit of not less than \$5,000,000 / \$5,000,000. Aggregate. If such insurance is written on a claim-made basis, coverage shall contain a 24-month extended reporting period or be maintained for 3 years following the conclusion of the service
- d) Environmental Liability Policy in an amount of not less than \$ 2,500,000 per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination.
- 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 canceled unless the Insurer 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 that is, in all respects, acceptable to the Corporation.
- F) Each party shall keep their property/assets insured. Failure to do so shall not impose any liability on the other party.
- G) Each party is responsible for any deductible under the applicable policy – the additional Insured shall not bear any cost of such deductible.
- H) Each party shall provide proof of WSIB and VFIS insurance coverage.
- I) Each party shall be included as an Additional Insured with respect to agreements between His Majesty the King in Right of Ontario as represented by the Ontario Ministry of Natural Resources and Forestry.

9. **Termination**

- a) Either party may terminate this Agreement for any or no reason upon six (6) month's written notice.
- b) Arnprior may terminate this Agreement on sixty (60) day's written notice should Mississippi Mills 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 before the date of termination.

10. **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, or letter. 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 before 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, Arnprior Fire Department in the case of Mississippi Mills shall be given to the Fire Chief of Mississippi Mills.
- 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
 - ii. to ARNPRIOR,
ARNPRIOR Fire Department
C/O Fire Chief
67 Meehan St, Arnprior, ON K7S 2B7
Email: rdesarmia@arnprior.ca

11. **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.

12. **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.

13. **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.

14. **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.

15. Governing Law

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

16. 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.

17. Mediation

- (a) If a dispute arises between Mississippi Mills and Arnprior that 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 prejudiced basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

18. Fee for Service

- (a) Mississippi Mills shall pay a fee for services for the area identified in Appendix A of this agreement. The fee is based on a per-call basis. The rate of compensation is based on MTO rates per vehicle per hour plus the hourly rate of all responding personnel. Such fees shall be payable to Arnprior.

19. Materials and Supplies

Mississippi Mills Fire Department shall reimburse Arnprior Fire Department 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.

20. Incident Command

Incident Command shall be established by an Officer from the Arnprior Fire Department upon arrival to an incident in the boundary area as per their SOP's.

Fire Protection Agreement for Automatic Aid between the Town of ARNPRIOR and the Corporation of the Municipality of Mississippi Mills

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 TOWN OF ARNPRIOR

Mayor

CAO/Clerk

APPENDIX A:	
Street Name	Street Number
Head Pond Road North	114
Diamond Park Springs	125
Diamond Park Springs	115
Diamond Park Springs	Vacant

TOTAL # OF PROPERTIES

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