

# Fire Protection Agreement

This agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Between:

The Corporation of the Township of Georgian Bluffs, in the Province of Ontario, hereinafter called the "Township"

And:

The Municipality of Meaford, in the Province of Ontario, hereinafter called the "Municipality".

Whereas, By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, R.S.O. 1990, as amended, to authorize an agreement between the parties; and

Whereas, the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities; and

Whereas, the Municipality of Meaford 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 the Municipality of Meaford, known as the Meaford Fire Department; and

Whereas, the Township of Georgian Bluffs is prepared to make available fire protection services to the Municipality of Meaford, and the Municipality of Meaford is agreeable and requests of the Township of Georgian Bluffs to provide fire protection services to a defined area of The Municipality of Meaford, through the fire department known as the Inter-Township Fire Department.

Now therefore, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In 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. "fire area" means the fire area(s) of the township as described in Appendix A attached to and forming part of this agreement,
  - c. "fire chief" means the chief of the fire department specified,

- d. "fire protection services" means and includes the activities defined in the Fire Protection and Prevention Act, more particularly described as: "includes fire suppression, fire prevention, fire safety education, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services".
  - e. "fire suppression services" means the response to emergency calls in the fire area, including but not limited to fire suppression, motor vehicle accidents, tiered medical response, false alarms
2. The Township will supply fire suppression services to all the properties and residents situated within the geographical areas as shown in Appendix 1.
  3. The fire apparatus and personnel of the Inter-Township Fire Department will respond to occurrences in the fire area in a like manner as if the response were in the Township, subject to the apparatus limits set out in the fee structures in Appendix 4.
  4. Responses shall be based on the service level defined by the Municipality's Council adopted policy, and encompass the range of calls specified in Appendix 2.
  5. Tiered response to medical calls shall be based on the Municipality's existing agreement with Grey County Paramedic Services, and encompass the range of calls specified in Appendix 2.
  6. Should Inter-Township Fire Chief or designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the fire area, such assistance may be summoned from the Meaford Fire Department.
  7. Should the Inter-Township fire chief, or designate, require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by the Meaford Fire Department, the fire chief may invoke the applicable provisions of the County Mutual Aid Plan.
  8. Notwithstanding Section 3 above, the Inter-Township fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in the Township, or elsewhere under the provisions of the County Mutual Aid Plan. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the Inter-Township fire chief, or designate, may summon assistance from the Meaford Fire Department or in accordance with the provisions of the County Mutual Aid Plan.
  9. The Inter-Township Fire Chief must provide notification to the Meaford Fire Chief should there be circumstances that would adversely impact the expected responses to Meaford addresses.

10. Clause 9 shall apply, but is not limited to, in the following circumstances:
  - a. If the ITFD's resources are committed to an event outside of the Municipality for longer than 3 hours.
  - b. Key apparatus is out of service for 3 hours or more.
  - c. Prolonged construction or detours are in place outside the Municipality that would affect expected response times.
  - d. Regular standby protocols are not in place for longer than 3 hours.
11. The Inter-Township fire chief, or designate, shall have full authority and control over any and all fire suppression activities in which the fire department may be engaged in the fire area of the Municipality.
12. The Meaford fire chief, or designate, shall have full authority and control over any and all fire protection activities in the Municipality, excepting emergency fire suppression activities in the fire area, and shall act as the Chief Fire Official for the entire Municipality.
13. The Municipality shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire area, of procedures for reporting an emergency and of the services provided by the fire department.
14. The Municipality agrees to reimburse the Township, payment in the manner and amounts established through the tariff set out in Appendix 3.
15. The Township agrees to report all occurrences in the fire area to which the Inter-Township fire department has responded in the prior month, to the Municipality by the tenth (10<sup>th</sup>) day of each month, including detailed invoices showing the fees required for each occurrence, based on the tariff set out in Appendix 3.
16. The Township agrees to provide the following detail to the Meaford Fire Chief following each incident:
  - a. Individual FirePro Incident summary reports.
  - b. Specific data as to apparatus used, not including firefighter personal vehicles.
  - c. Time of call, assembly time, response time, on scene time.
  - d. Detailed roll call of firefighters at the call and at the hall.
  - e. Total time including clean up and apparatus back in service
17. The Municipality agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for fire fighting operations.
18. The Municipality agrees to identify all streets and roads in the fire area by having them clearly marked at all intersections.

19. The Municipality agrees to identify all bridges under township or other jurisdiction(s) in the fire area as to weight limits and advice of alternate routes for fire apparatus.
20. Bridges identified as being unable to carry the weight of the fire apparatus, shall be set out in Appendix 4. Any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.

21. Contract Term

- a. This agreement shall remain in force from January 1, 2021 to December 31, 2025.
- b. There shall be no early termination of this agreement during the contract term.
- c. The parties agree that a five year extension to this agreement may be entered into if mutually agreed by both parties by October 1, 2024.

22. Dispute Resolution

- a. 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 to this Agreement.
- b. 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 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.

23. Notwithstanding anything herein contained, no liability shall attach or accrue to The Township of Georgian Bluffs for failing to supply The Municipality of Meaford on any occasion, or occasions, any of the fire protection services provided for in the Agreement.

24. In the event that any covenant, provision or term of this Agreement should at any time to 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 mutatis mutandis.

25. Indemnity

- a. Except as otherwise provided herein, each Party shall indemnify, save and hold harmless the other Party, the directors, officers, employees and agents of the other Party from all liabilities, damages, losses, claims, suits, judgments, costs, and expenses, including reasonable attorneys' fees and expenses, directly or indirectly, incurred by the other Party as the result of any third party claims that arise out of or in connection with the performance or failure of performance of the indemnifying Party's obligations hereunder, or any personnel, equipment, tools, materials or supplies received from or given, supplied or provided by the indemnifying Party pursuant to this Agreement.
- b. Each Party waives and hereby releases all claims against the other Party for compensation for any loss or damage to persons or property, including personal injury, or death, occurring as a consequence of the performance of this Agreement by the other Party, or the provision of any personnel, equipment, tools, materials or supplies given, supplied or provided by the other Party in response to a request for assistance.
- c. This Section shall survive the expiration or termination of this Agreement.

## 26. Insurance

- a. Each party shall, at its own expense, obtain and keep in force during the term of this Agreement, liability insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
  - Municipal General Liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars (\$15,000,000);
  - inclusion of the other party as an Additional Insured with respect to the operations covered under this Agreement of the named insured;
  - Cross Liability and Severability of Interest clauses;
  - non-owned automobile coverage with a limit of at least Ten Million Dollars (\$10,000,000) including contractual non-owned coverage;
  - Products and completed operation coverage with an aggregate limit of not less than Fifteen Million Dollars (\$15,000,000);
  - Automobile liability insurance for an amount not less than Ten Million Dollars (\$10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner

in connection with the performance of the terms of this Agreement; and

- a thirty day written notice of cancellation, termination or material change.
- b. Each party shall provide the other party proof of insurance, each year, in the form of an insurance certificate.
- c. Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind.

27. Amendments

- a. 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).
- b. The parties agree that the fire area map attached as Appendix 1 may be amended as necessary to ensure that the closest fire department responds to emergency calls.
- c. The parties further agree that the fire area map attached as Appendix 1 may be amended to add coverage from an additional fire department not party to this agreement.

In witness whereof, the parties have sealed and executed this agreement on the dates written below.

Executed on behalf of the Township, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name Name:

Executed on behalf of the Municipality, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name Name:

Appendix 1: Fire Area Map and Description

## Appendix 2: Fire Suppression Services & Tiered Response Requirements

### Fire Suppression

Fire Departments providing services within the Municipality of Meaford shall provide the following fire suppression services:

1. Structural firefighting, including limited internal rescue and fire attack
2. Emergency response to water access properties
3. Vehicle firefighting
4. Grass, brush firefighting
5. Marine firefighting – defensive and land based only
6. Vehicle accidents
7. Vehicle extrication
8. Transportation incidents involving vehicles, trains, aircraft and watercraft

The extent to which internal rescue, fire attack, and water access shall be conducted shall be determined by the appropriate Fire Chief, or designate, in accordance with the fire department's level of training, operating guidelines, safety concerns and environmental conditions.

### Tiered Response

<b>Type of Call</b>	<b>If EMS response greater than:</b>	<b>Code Priority</b>
Cardiac Arrest / VSA	0 minutes	Code 4 and 3
Chest Pain / Heart Problem	15 minutes	Code 4
Choking	0 minutes	Code 4 and 3
Convulsions / Seizure	0 minutes	Code 4
Electrocution	0 minutes	Code 4
MVC – Enclosed Seating	0 minutes	Code 4 and 3
MVC – Exposed Seating	0 minutes	Code 4 and 3
MVC – Person Struck	0 minutes	Code 4 and 3
MVC – Unknown Details	0 minutes	Code 4 and 3
Near Drowning	0 minutes	Code 4
Unconscious / Decreased Consciousness	0 minutes	Code 4 and 3
Unknown	15 minutes	Code 4



## Appendix 3: Tariff of fire suppression fees

### Stand-by Fee

Year	Total
2021	\$86,000
2022	\$81,700
2023	\$77,400
2024	\$73,100
2025	\$68,800

### Per-call Fee

Fire suppression services fees payable by the Municipality of Meaford to the Township of Georgian Bluffs shall be as follows:

1. Reported Structure Fire, Wildland Fire or event requiring suppression capabilities:
  - a. MTO Rates per hour per apparatus plus;
  - b. Firefighters at rate outlined in line 5.
  - c. In circumstances where more than 3 suppression capable apparatus are required and where the call extends beyond two hours, assistance to be requested from the Meaford Fire Department.
2. Motor Vehicle Accident, Farm Accident, Commercial or Industrial Accident:
  - a. MTO Rates per hour per apparatus to a maximum of 3 apparatus plus;
  - b. Firefighters at rate outlined in line 5.
3. Tiered Medical Response:
  - a. \$250.00 per hour plus;
  - b. Firefighters at rate outlined in line 5; and
  - c. Will not exceed a total of \$500 per event.

4. False Alarms: Can also include any "Miscellaneous" calls that do not fit a category i.e. wires down/tree fire/burn complaint:
  - a. MTO rate for maximum two hours to a maximum two apparatus plus;
  - b. Firefighters at rate outlined in line 5.
5. Firefighter rate:
  - a. \$            per hour in the first year (2021) (rate as per fire service provider)
  - b. Rate plus cost of living each year after 2021.

Appendix 4: Bridges in Fire Area with Weight Limits or Closures