

THIS AGREEMENT made in duplicate this 26th day of June, 2019.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

hereinafter called "South Stormont"

OF THE FIRST PART:

and

THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

hereinafter called "South Dundas"

OF THE SECOND PART:

WHEREAS pursuant to the *Municipal Act, 2001*, c. 25, s. 20 municipalities may enter into an Agreement with one or more local bodies to jointly provide, for their benefit, any matter which all have the power to provide their own boundaries;

AND WHEREAS the *Fire Protection and Prevention Act, 1997*, c. 25, provides that, for the purposes of that Act, an Automatic Aid Agreement means any agreement under which:

- i) a municipality agrees to ensure the provision of an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a Fire Department in the Municipality is capable of responding more quickly than any Fire Department situated in the other Municipality; or,
- ii) a municipality agrees to ensure the provision of a supplemental response to fires, rescues and emergencies that may occur in a part of another Municipality where a Fire Department situated in the Municipality is capable of providing the quickest supplemental response to fires, rescues and emergencies occurring in the of the other Municipality;

AND WHEREAS there is an area within the territorial limits of South Dundas within which South Stormont is capable of responding more quickly than South Dundas Fire & Emergency Services;

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) "Agreement" means this Agreement, including its recitals and schedules which form an integral part of it, as amended from time to time.
 - b) "Automatic Aid Response" means the delivery of Initial Response Services by South Stormont through South Stormont Fire & Rescue.
 - c) "Fire Chief" means the Fire Chief appointed by each individual Municipality or his/her designate.
 - d) "Designate" means the person who, in the absence of the Fire Chief, is assigned to be in charge of a particular activity of the Fire Department, and who has the same powers and authority as the Fire Chief.
 - e) "Initial Response Services" means through firefighting vehicles, apparatus and personnel, the provision of an initial firefighting response by South Stormont Fire & Rescue to address the incident.
 - f) "Fire Area" means the Fire Area of the Municipality as described in Schedule "A" attached hereto and forming part of this Agreement.
 - g) "South Dundas Fire & Emergency Services" means the Fire Department in the fire area.
 - h) "South Stormont Fire & Rescue" means the Department supplying the Automatic Aid coverage.
2. South Stormont Fire & Rescue will supply, except as herein after limited or excluded, Automatic Aid Response to South Dundas in the fire area as described in Schedule "A" attached hereto and forming part of this Agreement.
 3. The fire apparatus and personnel of South Stormont Fire & Rescue will respond to occurrences in the Fire Area of South Dundas.
 4. South Stormont Fire & Rescue shall notify the South Dundas Fire Chief for calls other than structure fires by phone or through dispatch and give an update. If required, South Dundas Fire & Emergency Services shall respond.
 5. Notwithstanding Section 3 above, the Fire Chief may refuse to supply the described response to occurrences if such response, personnel, apparatus or equipment are required in the South Stormont Fire & Rescue area or elsewhere. Similarly, the Fire Chief may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an emergency.
 6. The Fire Chief shall have full authority and control over any and all activities in which South Stormont Fire & Rescue may be engaged in the Fire Area of South Dundas until command is transferred to an Officer of the South Dundas Fire & Emergency Services.

7. The Fire Chief shall report to South Dundas all occurrences in the fire area to which South Stormont Fire & Rescue has responded.
8. South Stormont Fire & Rescue agrees to provide confirmation, satisfactory to South Dundas, that their communications centre (dispatch) is familiar with the recognized Fire Area.
9. South Dundas agrees to maintain all streets and roads in the Fire Area identifiable by having them clearly marked at all intersections.
10. South Dundas shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the Fire Area, of the procedures for reporting an emergency and of the services provided by South Stormont Fire & Rescue.
11. In consideration of the Automatic Aid Agreement undertaken by the South Stormont Fire & Rescue and South Dundas Fire & Emergency Services, South Dundas shall reimburse South Stormont Fire & Rescue at the rates outlined in Schedule "B".
12. Notwithstanding anything herein contained, no liability shall attach or accrue to South Stormont Fire & Rescue for failing to supply to South Dundas on any occasion, or occasions, and of the fire protection services provided for this Agreement.
13. 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).
14. 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 the Agreement, the dispute shall be submitted to arbitration under the Provisions of the *Municipal Arbitration's Act, R.S.O.* and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said Arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitration's Act*, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a Judge of the Supreme Court of Ontario.
15. 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.
16. This Agreement shall be in force for a period of five (5) years commencing on May 1, 2019 and expiring on April 30, 2024, and thereafter shall be automatically renewed for one-year terms, subject at all times to the termination rights provided in Section 18 below. This Agreement will be reviewed, on an annual basis, by the Fire Chiefs for South Stormont and South Dundas.

17. The Agreement may be terminated by either party on one hundred eighty (180) days' notice in writing, to the other.
18. Insurance:

Each party shall maintain for the duration of the agreement, the following insurance:

- a) Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$25,000,000.00 per occurrence / \$25,000,000.00 annual aggregate for any negligent acts or omissions by the Municipality 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; medical malpractice; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause
- b) South Dundas shall add South Stormont as an Additional Insured subject to a waiver of subrogation with respect to the operations of the Municipality. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Township of South Stormont.
- c) South Stormont shall add South Dundas as an Additional Insured subject to a waiver of subrogation with respect to the operations of the Corporation of Municipality of South Dundas. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Municipality of South Dundas.
- d) Each party shall carry 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 \$25,000,000.00 inclusive for each and every loss.
- e) Each party shall carry Environmental Liability for a limit of not less than \$2,500,000.00 per incident / \$5,000,000.00 Aggregate covering gradual and sudden & accidental incidents arising from their operation. Coverage shall include third party liability for bodily injury and property damage including loss of use and on-site / off-site clean-up. If such insurance is a claim-made basis, such insurance shall be maintain for 2 years following conclusion of services or contain a 24-month extended reporting period.
- f) Each party shall be responsible for the any deductible under their own insurance policy. Each party shall keep their property / assets insured – failure to do so will not impose any liability on the other party.
- g) The Policies shown above shall not be cancelled unless the Insurer notifies the Municipality and/or Township 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 Municipality and/or Township.

- h) Each party shall provide the other party with a certificate of insurance evidencing the above noted coverage prior to execution of service.

19. Indemnification:

- a) South Dundas shall defend, indemnify and save harmless South Stormont, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Corporation of the Municipality of South Dundas, their officers, employees, volunteers, or others who the Named Insured is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided each party in accordance with this agreement and shall survive this agreement.
- b) South Stormont shall defend, indemnify and save harmless South Dundas, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Corporation of the Township of South Stormont, their officers, employees, volunteers, or others who the Named Insured is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided each party in accordance with this agreement and shall survive this agreement.

IN WITNESS WHEREOF the parties have executed this agreement this _____ day of _____, 2019 in the Municipality of South Dundas, County of Dundas, in the Province of Ontario.

SIGNED, SEALED and EXECUTED

The Corporation of the Township of South Stormont

Mayor

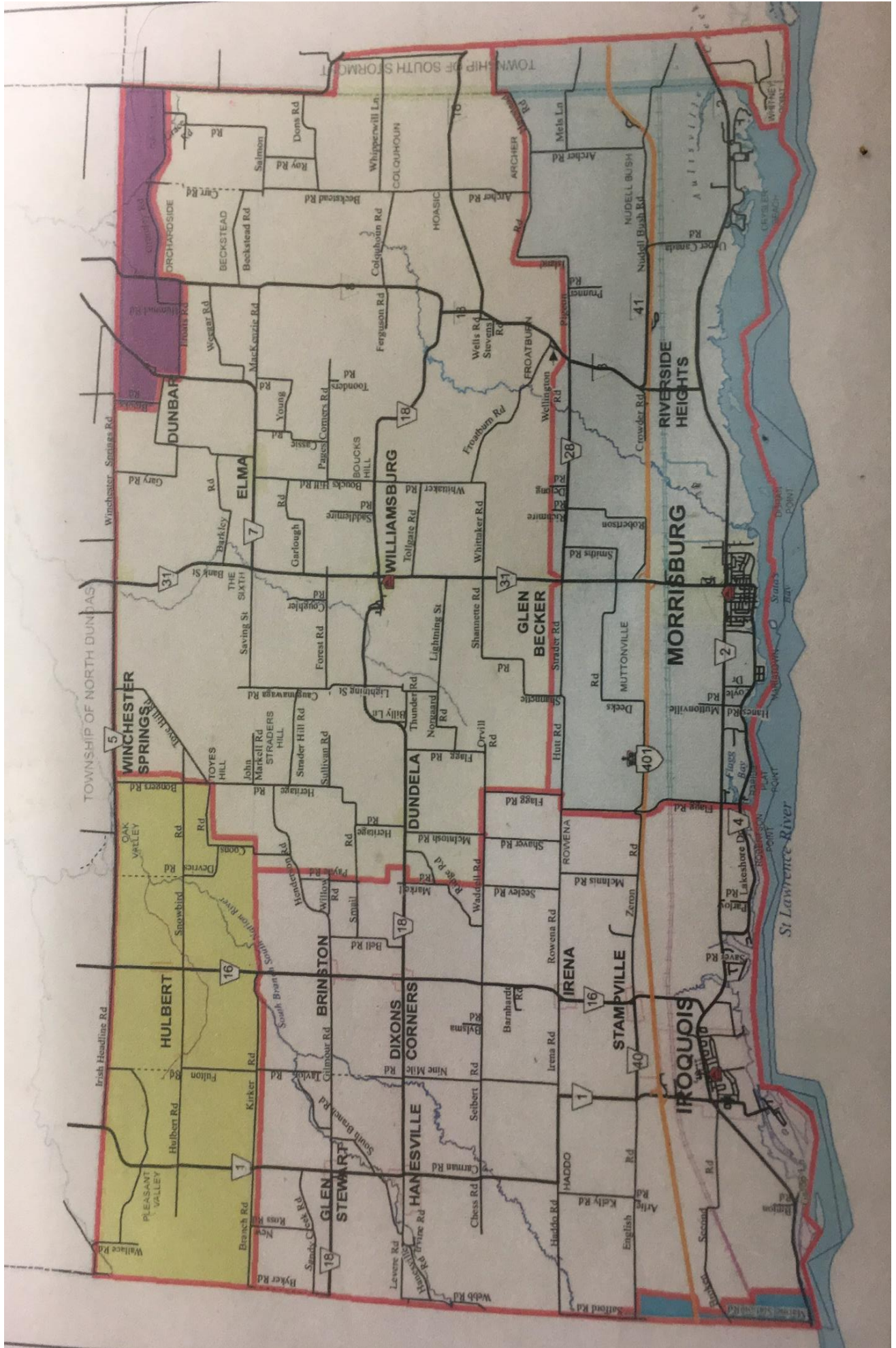
Clerk

The Corporation of the Municipality of South Dundas

Mayor

Clerk

Schedule "A"



Schedule "A" (Continued)

Area coverage description as follows:

Ault Island; Willbruck Drive West.

Schedule "B"

Fees

Reimbursement of cost for equipment, materials and manpower for taking action to:

Prevent or fight fire, use of (auto) extrication equipment or any other response or incidents the Fire Department would normally respond to in South Stormont, shall be based on the Ministry of Transportation (MTO) established rates as follows:

- First hour per piece of equipment – MTO rate (cost recovery)
- Each additional half hour or part thereof - MTO rate (cost recovery)