

This Agreement made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2023.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX CENTRE**  
(hereinafter "Middlesex Centre")

Of The First Part

**AND**

**THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE**  
(Hereinafter "Municipality")

Of The Second Part

**WHEREAS** the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, (hereinafter "FPPA") establishes fire safety standards for equipment, systems, buildings, structures, lands and premises. The objective of the FPPA is to maintain and, wherever possible, enhance the safety of buildings and facilities by providing fire officials with additional information to improve decisions respecting Fire Code compliance;

**AND WHEREAS** fire protection services include by definition among other things, fire suppression, fire prevention and fire safety education;

**AND WHEREAS** the FPPA further requires each municipality to establish, among other things, a program which includes public education with respect to fire safety and certain components of fire prevention;

**AND WHEREAS** the FPPA, by section 2 (4), provides that two or more municipalities may appoint a community fire safety FPO or a community fire safety team or establish a fire department for the purpose of providing fire protection services in those municipalities;

**AND WHEREAS** section 2 (5) of the FPPA provides that a municipality may enter into an agreement with another municipality to provide fire protection services as set out in the agreement to lands or premises situated outside the territorial limits of the municipality, and receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality;

**AND WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, as amended ("**Municipal Act**"), contemplates and provides for agreements between municipalities for the provision of services that each such municipality is required to deliver and provide within their own territorial limits;

**AND WHEREAS** Middlesex Centre employs and has appointed a Fire Prevention FPO qualified to provide, among other things, fire prevention and fire safety services as required by the FPPA;

**AND WHEREAS** the Municipality wishes to retain the Fire Prevention of Middlesex Centre to perform fire prevention and fire safety services within its territorial limits;

**AND WHEREAS** Middlesex Centre is prepared to facilitate provision of such fire prevention and fire safety services to the Municipality through its Fire Prevention FPO and, further thereto, Middlesex Centre and the Municipality have agreed upon the terms and conditions set out in this Agreement for the provision of fire prevention and fire safety services to the Municipality;

**NOW THEREFORE**, in consideration of payment of the sum of FIVE DOLLARS (\$5.00) now paid by the Municipality to Middlesex Centre in fulfilment of the agreements, promises, and covenants herein

contained, the receipt and/or sufficiency of which consideration is hereby acknowledged, the Parties hereto agree, and covenant as follows:

#### 1.0 Recitals

- 1.1 The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

#### 2.0 Definitions

- 1.1 **"FPO"** means the Fire Prevention Officer as may be appointed from time to time by Middlesex Centre.
- 1.2 **"Providing Fire Chief"** means the Fire Chief for the Municipality of Middlesex Centre.
- 1.3 **"Receiving Fire Chief"** means the Fire Chief for the Municipality of Thames Centre.

#### 3.0 Appointment

- 3.1 In all respects required at law, the Municipality shall appoint a Fire Prevention Officer for Thames Centre subject to the terms and conditions of this Agreement.

#### 4.0 Duties

- 4.1 As the FPO for the Municipality of Thames Centre, the FPO shall perform the duties set out in Schedule "A" of this Agreement.

#### 5.0 Limitation on Service Hours

- 5.1 The Parties agree that there shall be a limitation on the hours of service to be performed by the FPO on behalf of the Municipality. (8:30am-4:30pm Monday to Friday) If consultation is required outside of these hours, billing will be at the normal rate as set out in Schedule "B" of this Agreement.
- 5.2 The FPO shall, on a regular basis, update the Providing and Receiving Fire Chief on the fire prevention activities being conducted in the Municipality.

#### 6.0 Supervision/Reporting

- 6.1 As FPO for the Municipality, the FPO shall be overall supervised by the Providing Fire Chief and report to the Receiving Fire Chief and Municipal Council of the Municipality of Thames Centre on a regular basis.

#### 7.0 Records

- 7.1 The FPO shall create and maintain written records detailing the FPO's activities for the Municipality, including but not limited to those activities required to meet the FPPA or any other applicable law, regulation, by-law, policies of the Municipality and/or as otherwise detailing the work performed and the hours of work for or on behalf of the Municipality performed in fulfillment of the duties set out in Schedule "A" attached to this Agreement (**"Records"**).
- 7.2 The Records referred to in section 7.1 above shall be maintained by Middlesex Centre in accordance with its retention policies and protocols, the *Municipal Freedom of Information and Protection of Privacy Act* (**"MFIPPA"**) and, and upon providing reasonable notice, the Municipality shall have access to the Records upon providing twenty-four (24) hours written notice and such Records shall be available during normal business hours of Middlesex Centre. The Municipality shall be permitted to photocopy any Records and shall provide a list of the Records copied to Middlesex Centre.

7.3 The Parties acknowledge and understand that any Records shall be subject to the provisions of MFIPPA. Upon receipt of a MFIPPA request for access to the Records, Middlesex Centre shall immediately advise the Municipality. The Municipality upon receipt of notification of an MFIPPA request from Middlesex Centre shall have five (5) business days to provide comments on the request for consideration by Middlesex Centre. Should the Municipality fail to provide comments on the MFIPPA request within the time period set out in this section 7.3, Middlesex Centre shall respond to the MFIPPA request and provide the Municipality with a copy of its response.

## 8.0 Compensation/Invoicing

8.1 For the services provided and duties performed by the FPO under this Agreement, the Municipality shall compensate Middlesex Centre at the rates set out on Schedule "B" attached to this Agreement.

8.2 On or before the 15<sup>th</sup> day of each month during the Term of this Agreement, commencing on **May 1<sup>st</sup>, 2023**, Middlesex Centre will render an invoice to the Municipality for all services provided and expenses incurred by the FPO in performance of duties set out in this Agreement during the prior calendar month and shall be calculated in accordance with the rates set out in Schedule "B" hereto, plus any applicable disbursements and taxes ("**Invoice**").

8.3 Upon written request from the Municipality, Middlesex Centre shall deliver to the Municipality a photocopy of the Records created by the FPO setting out the hours in performance of the services and/or duties on behalf of the Municipality for the prior month.

8.4 The Municipality shall pay Middlesex Centre the full amount of any Invoice by the noted due date.

8.5 The payment of any Invoice does not prejudice the right of the Municipality to subsequently challenge the amount of such invoice or any part thereof or the payment made in relation thereto.

8.6 Any challenge of an Invoice by the Municipality shall be made in writing to Middlesex Centre within fifteen (15) business days upon receipt of the Invoice.

## 9.0 Term

9.1 Subject to any early termination set out in section 10, the Term of this Agreement shall be for a period of three (3) years or thirty-six (36) months, commencing on the **1<sup>st</sup> of May 2023 and ending on the 30<sup>th</sup> day of April 2026**.

9.2 Provided the Municipality is not in default under this Agreement, the Municipality shall have the option to renew this Agreement at the end of the Term (the "**Initial Term**") for a further two (2) years from and after the expiry of the Initial Term on the same terms and conditions ("**Renewal Term**"). If the Municipality wishes to exercise its option to renew, the Municipality shall provide written notice to the Middlesex Centre at least sixty (60) days prior to the expiry of the Initial Term ("**Option to Renew Period**").

## 10.0 Early Termination

10.1 Subject to section 10.2 below, either Party to this Agreement may terminate this Agreement for any reason upon providing a minimum of one hundred and twenty (120) calendar days' written notice to the other Party, any such early termination shall be effective without any compensation or liability.

10.2 Notwithstanding the provisions set out in section 10.1 above, Middlesex Centre may terminate this Agreement in writing at any time upon providing reasonable notice where practicable in the event that it no longer employs the Fire Prevention Officer for

the Municipality, such early termination shall be effective without compensation or liability.

## 11.0 Insurance / Save Harmless

- 11.1 Throughout the term of this Agreement and in relation to the actions and activities of the FPO for the Municipality, the Municipality, at its sole expense to the satisfaction of Middlesex Centre, shall obtain and maintain insurance coverages, including but not limited to liability insurance coverage, in accordance with its insuring practices for its own employees, servants, agents, consultants, and contractors, including but not limited as to perils covered, policy limits, deductibles, and exclusions and at all times providing that both Middlesex Centre and the individual FPO shall be named as additional insureds under the terms of such policy or policies.

### **General Liability Insurance**

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include the Municipality as an additional insured with respect to the Services as per the agreement. The policy shall further be endorsed to include cross-liability, contractual liability, and personal injury.

### **Medical Malpractice Insurance**

Medical Malpractice coverage with a limit of not less than \$5,000,000. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.

### **Non-owned Automobile Coverage**

Non-owned Automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage.

### **Automobile Liability Insurance**

Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$2,000,000. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.

- 11.2 Without prejudice to the obligations of insurance as set forth in section 11.1 above, the Municipality agrees to hold harmless and indemnify Middlesex Centre, including but not limited to its Mayor, Councillors, administration, staff, employees, consultants, agents, contractors, sub-contractors, servants, and/or FPO ("**Middlesex Centre Parties**") and such indemnification shall include the respective heirs, executors, administrators, successors and assigns of the Middlesex Centre Parties, as the case may be, for and in respect of all claims, causes, causes of action, demands, suits, debts, dues, administrative proceedings, judgments, and/or costs, including legal costs, suffered or incurred by any such person or persons or combination thereof as arising from or in any way connected with or related to any act or omission by the FPO while performing the duties as FPO for the Municipality under this Agreement, providing at all times that the FPO was performing those duties acting in good faith and in accordance with applicable best practices and the FPO's abilities, experience, and education.

## 12.0 Release

- 12.1 The Municipality hereby releases and forever discharges the Middlesex Centre Parties including their respective heirs, executors, administrators, and assigns (hereinafter

“**Middlesex Centre Releases**”) for and in respect of any and all claims, causes, causes of action, demands, suits, debts, administrative proceedings, dues, and/or costs, including legal costs, suffered or incurred by the Municipality as a result of the actions or activities of the FPO under the terms and conditions of this Agreement while acting as FPO for the Municipality, save and except any such matters arising from or directly related to the gross negligence of Middlesex Centre, including its administration, staff, employees, servants, contractors, sub-contractors and agents, save and except for the FPO providing services in accordance with the terms and conditions of this Agreement.

- 12.2 The Municipality hereby releases and forever discharges the individual FPO named as Fire Prevention Officer pursuant to this Agreement, including the FPO’s heirs, executors, administrators, and assigns, as the case may be, for and in respect of all claims, causes, cause of action, demands, suits, debts, administrative proceedings, dues, and/or cost, including legal costs, suffered by or incurred by the Municipality as result of the action or actions of the FPO for the Municipality, provided that such actions or activities were undertaken in good faith and in accordance with the FPO’s abilities, experience, and education.

### 13.0 Miscellaneous

- 13.1 Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by electronic mail or facsimile transmission, to the parties at the following address:

Middlesex Centre:  
10227 Ilderton Rd.  
Ilderton, ON  
N0M 2A0

Thames Centre:  
4305 Hamilton Road  
Dorchester, ON  
N0L 1G3

or such other address of that the Parties have advised, in writing, and any such notice so delivered shall be deemed good and sufficient notice under the terms of this Agreement.

- 13.2 Nothing in this Agreement shall relieve the Parties from compliance with all applicable municipal by-laws, laws, policies, and/or regulations having jurisdiction over such matter.
- 13.3 This Agreement, including any schedule annexed hereto and forming a part hereof, sets forth all the covenants, promises, agreements, terms, conditions, and understandings between the Parties and there are no other covenants, promises, agreements, conditions or understandings, either oral or in writing, between them with respect to the matter hereinafter addressed other than as set forth in this Agreement. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless set out in writing and signed by the Parties. It is further understood and agreed that all of the agreements, terms, conditions and provisions contained in this Agreement are to be construed as covenants on the part of the Party so agreeing to them.
- 13.4 The failure of either Party at any time to require performance by the other Party in respect of any matter addressed in this Agreement shall in no way affect a Party’s right to enforce such obligation nor shall the waiver by either Party of the performance of any obligation set out in this Agreement be taken or be held to constitute a waiver of the performance of the same or any other obligation set out in this Agreement at a later time. Both Parties retain its rights under the applicable law(s) to enforce this Agreement.

- 13.5 Time shall be of the essence in this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of both Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and the time shall be determined to remain of the essence of this Agreement notwithstanding any extension of any time limit.
- 13.6 This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
- 13.7 The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- 13.8 This Agreement shall be construed with all changes in number and gender as may be required by the context.
- 13.9 All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- 13.10 The Parties agree that all covenants and conditions contained in this Agreement shall be severable and that, should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining conditions and covenants and the remainder of the Agreement shall remain valid and not terminated thereby.
- 13.11 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Parties hereto irrevocably attorn to the exclusive jurisdiction of courts located in London, Ontario, Canada.
- 13.12 This Agreement shall ensure to the benefit and shall be binding upon each of the Parties hereto and their respective heirs, executors, administrators, estate trustees, successors and assigns.
- 13.13 Each of the Parties hereto shall from time-to-time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances, and things as may be required or necessary to implement and carry out the true intent and meaning of this Agreement.
- 13.14 This Agreement may be executed in counterparts and delivered by facsimile transmission or e-mail, and when each party has executed and delivered a counterpart, each such counterpart shall be deemed to be an original and all such counterparts when taken together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed effective as and from the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

)  
) The Corporation of the  
) Municipality of Middlesex Centre  
)  
)  
) per: \_\_\_\_\_  
) Name: **Aina DeViet**  
) Position: **Mayor**  
)

)  
) per: \_\_\_\_\_  
) Name:  
) Position: **Municipal Clerk**  
)  
) I/We have authority to bind the corporation

)  
) The Corporation of the  
) Municipality of Thames Centre  
)  
) per: \_\_\_\_\_  
) Name: **Sharon McMillan**  
) Position: **Mayor**  
)  
)

) per: \_\_\_\_\_  
) Name:  
) Position: **Municipal Clerk**  
)  
) I/We have authority to bind the corporation

## SCHEDULE "A"

### Fire Prevention and Inspection

- Commenting on development and building permit applications from a fire services perspective at the request of the Chief Building Official or designate
- Carrying out inspections to ensure compliance with the Ontario Fire Protection and Prevention Act and its regulations along with applicable sections of the Ontario Building Code, municipal by-laws related to fire protection, and other related codes and standards
- Identifying violations and facilitating and/or ordering corrective action
- Assist in providing data for fire crews in preparation of preplans
- Preparing and maintaining all required records, reports, statistics, correspondence and other material as related to fire inspections/prevention operations
- Perform all of the duties of an assistant to the Fire Marshal, as prescribed by the Fire Protection and Prevention Act, 1997 (FPPA).
- Evaluate, approve, and enforce fire safety plans
- Responds to enquiries from staff, the general public, businesses and business persons on fire safety related matters
- Provides witness testimony on behalf of the municipality for provincial or criminal court as to fire related matters

### Public Education Services

- Consult on fire crew-led public education programs in a limited capacity and as required.
- Consult as to the delivery of programs related to public fire & life safety education to the general public
- Liaise with the Receiving Fire Chief to networking with the local media to provide fire safety and emergency planning information and public service announcements

### Miscellaneous

- Vacation and sick time will be based on billable hours only
- Vacation and sick time are included in the actual rate
- Fire Prevention (non-capital) equipment costs including training and development will be divided by one-third (Based on municipalities partaking in the FPO program (i.e.) North Middlesex, Middlesex Centre and Thames Centre)
- The Providing Fire Chief will manage the overall Fire Prevention Program in consultation with the Receiving Chief and provide the following, inclusive of but not limited to billed in accordance with the rates set out in Schedule "B"
  - Review, consult and approve reports, forms etc. with the FPO prior to distribution and liaise on confidentiality requests. (MFIPPA)
  - Ensure timely and concise legislative updates managing liability
  - Managing and updating Report Management System (RMS) for Fire Inspections (RMS Fire Prevention portion supplied free of charge, accessible by Receiving Fire Chief) and,
  - Other administrative duties such as email management, phone calls, notetaking/documentation etc.



**SCHEDULE "B"**

Fire Prevention FPO Service - actual	At the actual rate of pay for the incumbent FPO including 8% for vacation and sick time
Fire Prevention FPO Vehicle - actual	Per CRA mileage rate
Incidental Expenses at 1/3 of actual costs (Equipment, job specific training, cell phone, uniform/clothing, computer etc.)	As recorded and invoiced

**Note: Fees are subject to annual adjustment**