

THIS AGREEMENT made in duplicate this       day of       2021.

B E T W E E N :  
**The Corporation of Haldimand County**  
hereinafter referred to as the “County”

- and -

**The Council of the Mississaugas of The Credit First Nation**  
**Indian Reserve No. 40 A**  
hereinafter referred to as the “ MCFN”

WHEREAS the County and the MCFN are desirous of entering into an agreement for the provision of fire protection and emergency services;

AND WHEREAS the County and the MCFN have negotiated an arrangement whereby the County will provide fire protection and emergency services on a fee for service basis plus an annual retainer;

AND WHEREAS it is deemed necessary to clearly describe the fire protection and emergency services being supplied by the County to the MCFN.

**DEFINITIONS:**

Whenever in this agreement the following words or phrases are used, they shall have the following meanings:

“Emergency response” shall mean the County providing personnel and equipment in response to a request from the fire dispatch system.

“Mutual Aid Agreement” shall mean this agreement between Haldimand County Fire Department and Fire Agencies close to municipal boundaries.

NOW THEREFORE the County and the MCFN hereby covenant and agree as follows:

1. The County shall supply fire protection to the lands and buildings of the MCFN Indian Reserve #40A, more particularly described as follows:

Lands and roads located in Lots One (1) to Twelve (12) inclusive in Concessions One (1) and Two (2) of the Township of Tuscarora of the County of Brant and the lands and roads located in Lots One (1) to Six (6) inclusive in Concession One (1) in the Second Range West of the Plank Road in the former geographic Township of Oneida now in Haldimand County plus the lands in Lot 26 bounded by the lands in Lot 27, the Canadian National Railway, the 1<sup>st</sup> Line and Highway #6 (Plank Road); Plus lands in Part Lot 27 and 28, Range west of Highway #6 (Plank Road).

More specifically, the lands and buildings being protected are listed within the following civic addressing:

Anishnabek Street 1-10

Cayuga Road 417- 535 (ODD NUMBERS ONLY)

Community Trail No numbers currently assigned as there are no buildings

Eagle Lane No numbers currently assigned as there are no buildings

First Line 6 - 78 (EVEN NUMBERS ONLY)

Indian Line 8309- 9241 (ODD NUMBERS ONLY)

Mississauga Road 2278 - 3260  
3262 - 3724 (EVEN NUMBERS ONLY)

New Credit Road 2 – 802

Townline Estates 28 New Credit Rd  
5 Plex Units 1 - 5  
5 Plex Units 6 – 10  
5 Plex Units 11 – 15 (under construction)

8 Plex Units 16 - 23

Ojibway Road      2 - 408

Second Line      2286 - 3258 (EVEN NUMBERS ONLY)

Tuscarora Road      2 - 412 (EVEN NUMBERS ONLY)

The geographical area is also outlined in map format as Schedule A to this agreement.

It is agreed upon that when additional development of land, buildings, roads or properties occurs within the outlined area it shall be included within this Agreement, upon notification to the County by MCFN.

As development occurs and changes are made to the civic addressing, a revised outline and map are required to include the new streets, newly assigned civic addressing etc. The MCFN are responsible for providing such information to Haldimand County for inclusion within the fire dispatch system in writing once the new civic address exists or changes have been addressed.

2. The MCFN hereby agrees to provide Haldimand County updated maps; new street names and civic addressing; and updated fire hydrant locations as they become available. All updates should be provided to Haldimand County Fire within 5 business days.
3. Haldimand County agrees to notify MCFN in a timely manner when a fire hydrant is used.
4. For the purposes of this Agreement, fire protection service means:
  - fire prevention and public education programs as requested\*;
  - fire suppression and life rescue from structural fires;
  - response to and investigation of fire alarm activations;
  - fire suppression of non-structural fires (vehicles, grass/brush etc.);
  - motor vehicle accident life rescue (extrication);
  - life rescue from incidents or accidents in addition to fire (ice/water rescue at shore-based level);
  - medical assistance calls in accordance with the Haldimand County Fire Department tiered response policy as may be amended from time to time

- basic response for the suppression or containment of hazardous materials at the “awareness level”
- response to and investigation of carbon monoxide detector activations.

\*As the Ontario Fire Code is not applicable legislation, the enforcement of the Ontario Fire Code through fire safety inspections is not included in this Agreement. For the purposes of this Agreement fire prevention shall be limited to public education and fire safety consultations.

5. MCFN is responsible to ensure that its members, residents and inhabitants are aware of the fire protection service levels.
6. For fire protection supplied by the County, the MCFN shall pay an annual retainer fee of \$ 74,000 to the County payable in April of each year (the 1<sup>st</sup> month of the fiscal term of the MCFN).
7. For each emergency response by the County, the MCFN shall pay Four Hundred and Eighty Five dollars (\$485) per fire vehicle, per hour and Two Hundred and Forty Two dollars and Fifty cents (\$242.50) per fire vehicle, per half-hour after the first hour to the County. These rates reflect the current Ministry of Transportation (MTO) response rates and will be amended each time they are updated by the MTO. Notwithstanding the foregoing, where the County recovers the cost of the emergency response from the owner or insurance company of a vehicle which is razed by fire or from a motor vehicle accident, the MCFN shall not be required to pay the emergency response fee to the County for such recovery. The County will report to MCFN semi-annually the number of calls that have been responded to and the status of any attempts to recover costs.
8. The County and MCFN agree that the annual retainer fee set out in paragraph 7 above shall be adjusted annually on the anniversary date, by the percentage change, year over year, during the preceding year as recorded in the Statistics Canada Quarterly Consumer Price Index, monthly not seasonally adjusted in Ontario, Table 18-10-0004-01.

In the event that the said index discloses a cost of living increase greater than 3%, the County and MCFN shall meet to discuss and mutually agree to the amount of the adjustment.

9. The County shall invoice the MCFN semi-annually for all emergency responses and shall include copies of the applicable fire reports in support of such invoice and shall further note any recoveries of costs by the County from the owners of vehicles razed by fire or motor vehicle accidents. MCFN will be invoiced for all calls that the Haldimand County Fire Department responds to, as dispatched to MCFN based on the information from the caller.

#### 10.1 Calls in Dispute

Any calls that are responded to but found to be outside the MCFN boundaries will be investigated to determine the reasons for the service to be dispatched.

- a. In the event that a call is on a boundary road with Six Nations Reserve lands, Haldimand County will invoice MCFN for the first hour. After that the call will be treated under the Mutual Aid Agreement.
- b. In the event that a call is a motor vehicle accident or vehicle fire on a boundary road with Haldimand County, the invoice will be cancelled.
- c. In the event that a call is on Six Nations Reserve lands and not on a boundary road, an investigation will be undertaken to determine the reason for the service to be dispatched and if done in error, the invoice will be cancelled. If found to have been done because of information provided by the caller or dispatched in error and applicable to MCFN, Haldimand County will invoice MCFN for the first hour. After that the call will be treated under the Mutual Aid Agreement.

Any effort to recover costs from the jurisdiction where the call ended up being located in would be the responsibility of MCFN.

After 3 months in arrears, Haldimand County will provide MCFN with a 30 day written notice that this Agreement will be terminated by the date stipulated in the written notice.

10. This agreement shall be for a term of five (5) years, from the date of the signed agreement, with a review and comment at year 4 with both parties; but may be terminated for any reason in writing by either party serving a minimum of one hundred and eighty (180) days written notice on the other party.
11. If the services outlined in this Agreement continue to be provided by the County beyond the expiration date of the Agreement, without a renewal agreement, written extension or termination or any further agreement, the agreement shall not be

deemed to have been renewed, and MCFN shall be deemed to accept the provision of services from the County on a month to month basis on the same terms as set forth in the agreement.

12. MCFN acknowledges that the fire protection service being provided by the County pursuant to this agreement is in accordance with the standards set out in the *Fire Protection and Prevention Act*, S.O. 1997, Ch. 4 and amendments thereto and at the same service level and on the same basis as is supplied to taxpayers and visitors in the County. MCFN reserves the right to request enhanced fire protection service levels and in that event, it shall provide written notice of such requests to the County and the parties shall negotiate in good faith the enhanced levels and their costs.
13. The County hereby acknowledges and agrees that in providing the fire protection and emergency services referred to in this Agreement it is acting as an independent contractor and that otherwise than as expressly stated herein, all costs in connection with provision of the said fire protection and emergency services shall be born by the County, which shall save harmless and indemnify MCFN from any claims or costs with respect to the provision of the said services. The County further acknowledges and agrees that all employees or agents engaged in the provision of the said services are employees of the County and shall not be deemed to be employees or agents of MCFN.
14. The County acknowledges and agrees that it will not contract or attempt to contract on behalf of MCFN with respect to the provision of the said fire protection and emergency services and will not without the prior written consent of MCFN enter into any obligation which could potentially be binding upon MCFN and shall not hold itself out as acting in partnership with MCFN in connection with the provision of the said fire protection and emergency services.
15. MCFN will maintain commercial general liability insurance, including cross liability coverage, in an amount not less than \$5,000,000 per occurrence/ for bodily injury and property damage. This policy shall include contractual liability and cross liability coverage in addition to all standard coverage found in a Commercial General Liability industry form. Furthermore, the policy shall be endorsed to include the County as an additional insured. MCFN will provide a Certificate of Insurance that provides limits as required above from an insurer licensed to do business in the Province of Ontario. MCFN will provide the insurance certificate for the County's files on an annual basis.

16. MCFN will maintain environmental liability insurance in a form acceptable to the County in an amount not less than \$5,000,000 per occurrence. This policy shall include a cross liability clause and shall include the County as an additional insured. MCFN will provide a Certificate of Insurance that provides limits as required above from an insurer licensed to do business in the Province of Ontario. MCFN will provide the insurance certificate for the County's files on an annual basis.
17. The County will maintain commercial general liability insurance, including cross liability coverage, in an amount not less than \$5,000,000 per occurrence for bodily injury and property damage. This policy shall include contractual liability, cross liability, and completed operations coverage in addition to all standard coverage found in a CGL industry form. Furthermore, the policy shall be endorsed to include MCFN as an additional insured. The County will provide a Certificate of Insurance that provides limits as required above from an insurer licensed to do business in the Province of Ontario. The County will provide the insurance certificate for MCFN's files on an annual basis.
18. The County will maintain environmental impairment insurance in a form acceptable to MCFN in an amount not less than \$5,000,000 per occurrence. This policy shall include a cross liability clause and shall include MCFN as an additional insured. The County will provide a Certificate of Insurance that provides limits as required above from an insurer licensed to do business in the Province of Ontario. The County will provide the insurance certificate for MCFN's files on an annual basis.
19. All policies shall contain an endorsement providing at least thirty (30) days prior written notice of cancellation or non-renewal to the other Party.
20. The County agrees to save harmless and indemnify MCFN from any loss, costs or damages suffered or incurred by MCFN as a result of any deliberate or negligent act or omission of the County, or its servants or agents, in connection with the provision of the said fire protection or emergency services.
21. MCFN agrees to save harmless and indemnify the County from any loss, costs or damages suffered or incurred by the County as a result of any deliberate or negligent act or omission of MCFN, or its servants or agents, in connection with the provision of the said fire protection or emergency services.
22. The County hereby agrees to indemnify and hold MCFN harmless from any third party liability or damages for bodily injury, including death, which may be caused by the County's negligence or wilful misconduct under this Agreement.

23. MCFN hereby agrees to indemnify and hold the County harmless from any third party liability or damages for bodily injury, including death, which may be caused by MCFN's negligence or wilful misconduct under this agreement.
24. The indemnities provided for in this agreement shall survive the termination of the agreement.
25. Neither party shall be liable for its failure to perform its obligations under this agreement if such failure is due to force majeure.
26. This Agreement shall be binding upon the successors and assigns of each of the County and MCFN.
27. The parties agree that any execution of this Agreement or any addendum or renewal thereof, and any Notice pursuant to this agreement, shall be in writing and sent by courier, fax, or email addressed to the parties to whom it is to be given in accordance with Article 28. The parties agree to accept facsimile copies of signatures relative to this agreement as if they were done in the presence of a witness, provided that all such originally signed documents shall:
  - a. be delivered to the other party by courier within one business day; and
  - b. if transmitted by fax, or email, be deemed to have been given and delivered on the next Business Day following the day they were signed and sent, provided that they are delivered to the other party by courier within one business day.
28. Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if delivered in writing to such party at the following addresses:

The County:

The Corporation of Haldimand County

Emergency Services Division

11 Thorburn St S

Cayuga, Ontario

N0A 1E0

Telephone: 905-318-5932 Ext 6228

Email: [jgallagher@haldimandcounty.on.ca](mailto:jgallagher@haldimandcounty.on.ca)

Contact Name: Jason Gallagher

Contact Title: Fire Chief / Manager, Emergency Services



MCFN:  
Mississaugas of the Credit First Nation  
R.R. # 6 (2789 Mississauga Rd.)  
Hagersville, Ontario  
N0A 1H0  
Telephone: 905-768-1133 Ext 238  
Email: arland.laforme@mncfn.ca  
Contact Name: Arland LaForme  
Contact Title: Director of Public Works

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the authorized representatives of the parties, who hereby agree that the above correctly sets forth the terms of their Agreement and who each undertake to carry out the provisions thereof.

	) THE CORPORATION OF HALDIMAND
	) COUNTY
	)
	)
	)
	) _____
	) Ken Hewitt, Mayor
	) "I have the authority to bind the Corporation."
	)
_____	) _____
Witness	) Evelyn Eichenbaum, Clerk
	) "I have the authority to bind the Corporation."
	)
	THE MISSISSAUGAS OF THE
	) CREDIT FIRST NATION
	)
	)
	) _____
_____	) Chief Councillor, Mississaugas of the
Witness	) Credit Band Council
	) "I have the authority to bind the Mississaugas
	of the Credit Band Council."

Schedule "A"

