

FIRE PROTECTION SERVICES REIMBURSEMENT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 1st day of March 2022 (The “**Effective Date**”)

B E T W E E N:

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

The Corporation of the Town of Fort Frances

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Reports
Schedule “F” -	Guideline: Emergency Services Reimbursement for Unincorporated Ontario,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient with associated cost recovery after providing fire protection services to unincorporated areas of Ontario;
- (b) the Province is not responsible for carrying out the services; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Date

Name: Tim Beckett

Title: **Deputy Fire Marshal**

The Corporation of the Town of Fort Frances

Date

Name:

Title:

I have authority to bind the Recipient.

SCHEDULE “A”

GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Municipality, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Effective Date” means the date set out at the top of the Agreement.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

“Services” means eligible fire protection services outlined in 6:01 of the Guideline attached as Schedule “F”

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;

- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the services;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the services safely and successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A 6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 1st, 2022 and end on May 31st, 2022.

A4.0 FUNDS AND CARRYING OUT THE SERVICES

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient funds when eligible services are provided based upon the financial rates and criteria identified in Schedule "F", Sections 5 and 6 of the guideline;

- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution;
 - (ii) is in the name of the Recipient and
 - (iii) is registered in TPON

A4.2 Carrying Out the Services.

The Recipient will do the following:

- (a) carry out the Services in accordance with the Agreement;

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Services and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A13.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 Record Maintenance. The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Services provided in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Services provided.

A7.0 COMMUNICATIONS REQUIREMENTS

- A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

A8.0 INDEMNITY

- A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Services provided or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

- A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a similar services would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation.
- A9.2 **Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action.

If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) suspend the payment of Funds for such period as the Province determines appropriate;
- (b) cancel further instalments of Funds;
- (c) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A13.0 NOTICE

A13.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the

courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 Survival. All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS –

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Expiry Date	May 31 st , 2022
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Position: Deputy Fire Marshal Address: 25 Morton Shulman Ave, Toronto M3M 0B1 Email: tim.beckett@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

(None)

SCHEDULE “C”

PROJECT

To provide a process for reimbursement for costs incurred by the recipient related to the provision of fire protection services in unincorporated areas of Ontario based on eligible call type criteria described in Schedule F Guideline, Section 6.

SCHEDULE “D”

BUDGET

Funding will be provided to the <insert recipient name> upon providing fire protection services as outlined in this Agreement in the amounts as listed below per emergency response:

- ✓ \$509.89 per apparatus for any portion of the first hour
- ✓ \$254.95 in 30-minute increment per apparatus after the first hour

Reimbursement rate increases will be based on any increase to service rates the Ministry of Transportation utilizes related to reimbursements for ‘fire department response on provincial highways.’

SCHEDULE “E”

REPORTS

As a condition of payment for fire protection services provided under this agreement:

- a Schedule A must be submitted to the Office of the Fire Marshal and must be received within 30 days as outlined in Schedule F, Guideline 2022-UO-V1 – Reimbursement Process for Unincorporated Ontario and,
- all required reports (dispatch reports/log) and or other supporting documentation as required must be submitted with the application form for reimbursement through the TPON portal:

<https://www.ontario.ca/page/available-funding-opportunities-ontario-government>

SCHEDULE “F”

GUIDELINE FIRE PROTECTION SERVICES REIMBURSEMENT FOR UNINCORPORATED ONTARIO

1:00 PURPOSE

- 1:01 To provide clear guidance to recipients on the process to receive reimbursement for eligible fire protection service responses into Unincorporated Ontario.

2:00 SCOPE

- 2:01 This guideline applies to all parties who have an approved Transfer Payment Agreement (hereafter referred to as “TPA”) regarding requesting reimbursements for the provision of fire protection services into Unincorporated areas of Ontario.
- 2:02 Only those responses which meet the qualifying criteria as outlined in the (TPA) will be eligible for consideration of payment.

3:00 RESPONSIBILITY

- 3:01 It is the responsibility of the recipient (Municipality) to register with the Ontario Government Transfer Payment Ontario (TPON) system: [Get funding from the Ontario government | ontario.ca](#). For assistance creating a TPON account, please refer to the bottom of the help section of the link above.
- 3:02 It is the responsibility of the recipient (Municipality) to ensure all Transfer Payment Ontario Network (TPON) account information is kept current and all requests for reimbursement submitted meet the qualifying criteria outlined in this guideline and their (TPA).
- 3:03 It is the responsibility of the participating recipient (Municipality) to submit all requests for reimbursement for services within 30 days of the date of incident.
- 3:04 Exemption – Participating recipients (Municipality) will be able to submit eligible claims for fire protection service responses that occurred during the fiscal year (Provincial Government April 1, 2021 – March 31, 2022) up until May 31, 2022.

3:05 It is the responsibility of the Office of the Fire Marshal (OFM) to approve and process requests within 30 business days of receipt of the request. If a request is not approved as it does not meet the qualifying criteria or it requires further information, the recipient (Municipality) will be formally notified and will have an additional 30 days from receiving notification, to resubmit the request with any required information.

4:00 DEFINITIONS

4:01 **Apparatus:** means an emergency response vehicle owned by and provided by the responding municipal fire service; excluding Snowmobiles, Off Road Utility Vehicles, Boats and trailers.

Agreement: means the agreement entered between the Province and the recipient, commonly referred to as the “Transfer Payment Agreement or TPA”, all of the schedules listed, and any amending agreement entered into;

Request: a request made by the participating municipalities for reimbursement for emergency services provided in Unincorporated Ontario

Call: means any response by a municipality for emergency services into unincorporated Ontario

Call types: means different incidents resulting in emergency service responses

Incident: means an occurrence in unincorporated Ontario that the municipal fire department responds to.

Parties: means the Province and the Recipient

Party: means either the Province or the Recipient

Reimbursement rate: the monetary amount established by the OFM that will be used to calculate the total funds to be reimbursed to a municipality.

5:00 FINANCIAL

5:01 The reimbursement rate for each responding apparatus is \$509.89 for any portion of the first hour of attendance at an incident. Any call that lasts over an hour will be reimbursed in 30-minute increments paid at the rate of \$254.95 per apparatus.

5:02 Reimbursement rate increases will be based on any increase to service rates the Ministry of Transportation utilizes related to reimbursements for fire department response on provincial highways.

5:03 Approved requests will be processed for payment in accordance with the timelines in the Approved Transfer Payment Agreement.

6:00 ELIGIBILITY

6:01 The following call types may be eligible for payment:

- Motor Vehicle Collisions occurring on roads that are not considered provincial highways by Ministry of Transportation
- Carbon Monoxide
- Hazmat (excluding those calls occurring on roads maintained by the Ministry of Transportation)
- Structure Fires
- False Alarms
- Rescue (defined as an emergency incident that primarily involves activities directed at locating and rescuing endangered persons and removing those persons to a safe location, this could also include but is not limited to the provisions of emergency medical care.

6:02 The following call types are not eligible for reimbursement under the agreement:

- Any call into an area where an established fire department is responding
- Any mutual aid or automatic aid calls
- Any call to an area or location with a Fire Protection Agreement in place with the municipality making a claim through TPON
- Any call for which another government funded agency has established a separate reimbursement process for responses by the municipality, i.e. responses covered by MNDMNRF (Ministry of Northern Development Mines, Natural Resources and Forestry), MTO (Ministry of Transport) or Hydro One
- Tiered medical response, first response, medical response

7:00 SUBMISSION PROCESS

7:01 Participating recipients (Municipality) will complete and submit an APPLICATION form available in TPON at:

<https://www.ontario.ca/page/available-funding-opportunities-ontario-government>

with all required sections completed for review and approval by the OFM before reimbursement will be processed through TPON.

7:02 Completed APPLICATION forms and all required documentation must be submitted within the timelines established in 3:02 and 3:03 as applicable.

7:03 The municipal authority shall review and sign the Transfer Payment Agreement and return the document to John Irvine via e-mail at: john.irvine2@ontario.ca **within 14 days of submitting an application.**

7:04 The OFM will review the application form and the signed agreement within 30 days.

7:05 The APPLICATION form shall be returned by OFM with any additional comments as required to the participating municipality within timelines outlined in section 3:03 if denied and containing the reasoning/ request for additional information as applicable. Resubmissions as applicable, must occur as per timelines specified in 3:03.