

HIGHWAY 404 RESPONSE AGREEMENT

BETWEEN

**The Corporation of the Town of Georgina (“Georgina”)
(Georgina Fire & Rescue Services)**

And

**The Corporation of the Town of East Gwillimbury (“EG”)
(East Gwillimbury Emergency & Community Safety Services)**

In the interest of providing timely and appropriate resources to emergency incidents in the southbound lanes of Highway 404 between Ravenshoe Road and Queensville Sideroad, this Agreement establishes the responsibility for responding to emergency incidents as agreed to between the Georgina Fire & Rescue Services (Georgina) and the East Gwillimbury Emergency & Community safety Services (EG).

1.1 Georgina agrees to provide emergency incident response in the southbound lanes of Highway 404 between Ravenshoe Road and Queensville Sideroad whenever called upon to do so in accordance with the current dispatch protocols as set out in the table below:

Georgina Fire & Rescue Services		
CRITERIA	ZONE	RESOURCES
Response	Highway 404 southbound between Ravenshoe Road and Queensville Sideroad	Apparatus and personnel as necessary – Current MTO rates

1.2 In the event Georgina is unable to respond to an emergency incident in the southbound lanes of Highway 404 between Ravenshoe Road and Queensville Sideroad due to the prior, or imminent, deployment of its equipment or personnel as determined by Georgina in its sole and absolute discretion, Georgina shall advise EG by informing the Richmond Hill Dispatch Centre by radio that Georgina is unable to respond and EG shall respond and attend at the incident, as necessary, at its own cost.

LIABILITY AND INDEMNIFICATION

1.3 Notwithstanding anything in this Agreement and in accordance with Section 448(1) of the *Municipal Act*, R.S.O. 2011, and no liability extends to Georgina or persons for failing to provide emergency response on Highway 404 southbound between Ravenshoe Road and Queensville Sideroad.

1.4 Without in any way limiting Section 1.3, above, Georgina shall not be liable, (i) for any injury or damages of any kind sustained by EG, or any officers, employees, agents, residents, occupants or visitors to EG as a result of any action or inaction of Georgina; and (ii) for any damage to or loss of property or injury of any officers, employees, agents, resident, occupants or visitors to EG caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Protection Services on any occasion to EG on Highway 404 southbound between Ravenshoe Road and Queensville Sideroad.

1.5 EG shall save harmless and fully indemnify Georgina, its officers, employees and agents from and against all claims, actions proceedings, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in Section 1.3 and such indemnification and duty to save harmless shall survive the termination of this Agreement.

1.6 Without in any way limiting Section 1.3, above, EG shall not be liable, (i) for any injury or damages of any kind sustained by Georgina, or any officers, employees, agents, residents, occupants or visitors as a result of any action or inaction of Georgina, and (ii) for any damage to or loss of property or injury of any officers, employees, agents, residents, occupants or visitors of EG caused by or in any way related to the performance of this Agreement including (without limitation) failing to provide Fire Protection Services on any occasion to EG on Highway 404 southbound between Ravenshoe Road and Queensville Sideroad.

1.7 Georgina shall save harmless and fully indemnify EG, its officers, employees and agents from and against all claims, actions proceedings, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in Section 1.3 and such indemnification and duty to save harmless shall survive the termination of this Agreement.

FEES

1.8 In consideration of Georgina agreeing to respond to emergency incidents in accordance with the terms of this Agreement, EG agrees to pay Georgina an annual stand-by retainer fee in the amount of \$7,000, with an annual increase of the consumer price index each year as referenced below. The stand-by retainer fee shall be paid on or before January 1st of each year during which this Agreement is in effect.

Georgina Fire & Rescue Services – Fixed Annual Revenue		
YEAR	ANNUAL RETAINER WILL BE INCREASED AS PER THE ANNUAL CONSUMER PRICE INDEX	VARIABLE COST PER INCIDENT
2023	\$7,000	CURRENT MTO Rates \$509.89 (2022) per hour per apparatus (reviewed annually by MTO)
2024	TBD	CURRENT MTO Rates
2025	TBD	CURRENT MTO Rates
2026	TBD	CURRENT MTO Rates
2027	TBD	CURRENT MTO Rates
2028	TBD	CURRENT MTO Rates

1.9 In addition to the annual stand-by retainer fee, Georgina will invoice EG for each emergency incident that Georgina responds to in accordance with this Agreement. It is agreed by Georgina and EG that Georgina shall be compensated by EG based upon the then current MTO hourly rate for the responding apparatus.

1.10 All invoices issued by Georgina shall be paid to the Town of Georgina within 30 days of the date of issuance of the invoice.

1.11 Emergency incident monitoring will be regularly conducted and operational considerations will be reviewed by senior Georgina and EG personnel after each incident.

TERM

1.12 This Agreement shall be deemed to have come into force on January 1, 2023 and shall conclude on December 31, 2028.

1.13 Either party may terminate this Agreement upon 30 days written notice to the other party.

1.11 Should either party not avail themselves in terminating the Agreement each year, it shall remain in force and effect until such time as the Agreement is renewed or terminated.

By signing this Highway 404 Response Agreement, EG and Georgina agree to abide by the terms contained herein.

Dated: _____

Fire Robert McKenzie
East Gwillimbury Emergency & Community Safety Services

Dated: _____

Fire Chief Ron Jenkins
Georgina Fire & Rescue Services