



Community Services – Fire

**Amendment to Agreement
Fire Protection Services
The Corporation of The Township of East Garafraxa**

1. This amendment (the “Amendment”) is made by The Corporation of The Town of Orangeville and The Corporation of The Township of East Garafraxa, parties to the agreement for the term January 1, 2023 to December 31, 2026.
2. The Agreement is amended as follows:
 - a. Paragraph 23 is hereby amended to extend the Agreement until December 31st, 2026; and
 - b. Paragraph 24 is amended by changing “Section (20)” to “Section 23”.
 - c. That Schedule “E” Service Fees Section 17 of the agreement be deleted and replaced with the following:

Agreement Year	Rate Increase	Annual Flat Service Rate
2023	42.44%	\$235,201.00
2024	3.24%	\$242,828.00
2025	2.74%	\$249,492.00
2026	2.75%	\$256,365.00

- d. The following “Confidential Information” section be added:

Confidential Information

1. In this agreement:
 - (a) "Confidential Information" means any information, whether oral, written, visual, electronic, or in any other form, relating in any way to this agreement, which is identified as confidential or that would reasonably be considered as being confidential;
 - (b) "Disclosing Party" means the party disclosing Confidential Information;



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- (c) "Insider" of a party includes every partner, associate, officer, director, employee, consultant, subconsultant, contractor and agent of the party; and
 - (d) "Receiving Party" means the party receiving Confidential Information and includes all Insiders of that party.
2. The Receiving Party shall use Confidential Information only for the purposes of this agreement.
 3. Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
 4. The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary.
 5. The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
 6. Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.
 7. The Receiving Party may disclose Confidential Information if:
 - (a) The Disclosing Party consents;
 - (b) The Receiving Party is required by law to disclose it; or
 - (c) The Confidential Information is generally and publicly available.
 8. If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.
 9. The Receiving Party shall ensure that all Insiders of the Receiving Party comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Insider to do so.
 10. The Town will NOT be responsible for the processing of Freedom of Information requests under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56, relating to services outlined under this agreement. The Town shall forward any Freedom of Information requests received relating to Fire Services provided in another municipality to that municipality in a timely fashion and shall produce requisite records immediately upon request.
 11. If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.



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- 12. The provisions of this agreement relating to Confidential Information will remain in effect after the termination of this agreement.

- 3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between the amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

- 4. This agreement shall be in force and effective upon signatures of both parties, unless terminated in accordance with Paragraph 25, shall be automatically renewed from year to year thereafter. The rates and fees provided for under the terms of this Agreement will be subject to annual mutual review before December 31st of the current year. Revised rates and fees, if any, to be paid to the Town of Orangeville shall be set out in written amending agreement between the parties.

The Corporation of the Town of Orangeville

Lisa Post, Mayor Date

Carolina Khan, Clerk Date

The Corporation of The Township of East Garafraxa

Guy Gardhouse, Mayor Date

Jessica Kennedy, Clerk Date