



## DRUMMOND/NORTH ELSLEY TAY VALLEY FIRE RESCUE

### AGENDA

Monday, August 21<sup>st</sup>, 2023 – 6:00 p.m.  
BBD&E Station – Training Room  
14 Sherbrooke Street East, Perth, Ontario

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**Chair: Councillor Paul Coutts**

1. **CALL TO ORDER**
2. **AMENDMENTS/APPROVAL OF AGENDA**
3. **DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT AND GENERAL NATURE THEREOF**
4. **APPROVAL OF MINUTES**

- i) **Minutes – March 30<sup>th</sup>, 2023 – *attached, page 4.***

*Suggested Recommendation:*

*“THAT, the minutes of the Drummond/North Elmsley Tay Valley Fire Rescue Board Meeting held on March 30<sup>th</sup>, 2023 be approved as circulated.”*

5. **DELEGATIONS & PRESENTATIONS**

- i) **None.**

6. **BUSINESS**

- i) **Health & Safety Update.**  
Darren Gibson, Deputy Fire Chief.
- ii) **Smiths Falls Fire Service Agreement – *attached, page 12.***  
Greg Saunders, Fire Chief.

*Suggested Recommendation:*

*“THAT, the draft Smiths Falls Fire Service Agreement be approved and forwarded to each municipality for approval.”*

- iii) **Fire Prevention Activities Overview.**  
Darren Gibson, Deputy Fire Chief.

- iv) **IT Upgrade - Official Motion.**  
Greg Saunders, Fire Chief.

*Suggested Recommendation:*

*“THAT, the Fire Board proceed with the purchase and installation of new hardware that was recommended by the Lanark County IT Department with an upset limit of \$11,700.00.”*

- v) **Fire Ban Summary.**  
Greg Saunders, Fire Chief.

- vi) **Officer Review Update.**  
Greg Saunders, Fire Chief.

- vii) **Medical Tiered Response Agreement – attached, page 21.**  
Greg Saunders, Fire Chief.

*Suggested Recommendation:*

*“THAT, the draft Medical Tiered Response Agreement be approved and forwarded to each municipality for approval.”*

- viii) **Tanker and Aerial Support Services Agreement – attached, page 31.**  
Greg Saunders, Fire Chief.

*Suggested Recommendation:*

*“THAT, the Tanker and Aerial Support Services Agreement be approved;*

*AND THAT, the Chair and Fire Chief be authorized to sign the necessary documentation.”*

- ix) **2023 Emergency Response Call Update.**  
Greg Saunders, Fire Chief.

- x) **Billing Update.**  
Greg Saunders, Fire Chief.

- xi) **Financial Update.**  
Greg Saunders, Fire Chief.

- xii) **Firefighter Hours & Pay Update.**  
Greg Saunders, Fire Chief.

- xiii) **Deputy Fire Chief Update.**  
Darren Gibson, Deputy Fire Chief.

- xiv) **Fire Chief Update.**  
Greg Saunders, Fire Chief.

**7. NEW/OTHER BUSINESS**

None.

**8. IN-CAMERA**

None.

**9. NEXT MEETING DATE AND PROPOSED AGENDA ITEMS**

Proposed Meeting Date: TBD.

**10. DEFERRED ITEMS**

*\*The following items will be discussed at the next and/or future meeting:*

i) *None.*

**11. ADJOURNMENT**

# MINUTES

# DRUMMOND NORTH ELSLEY TAY VALLEY FIRE BOARD MINUTES

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Thursday, March 30<sup>th</sup>, 2023

6:00 p.m.

BBD&E Station – 14 Sherbrooke Street East, Perth, Ontario  
Training Room

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## ATTENDANCE:

### Members Present:

Chair, Councillor Paul Coutts  
Vice-Chair, Councillor Wayne Baker  
Councillor John Matheson  
Councillor Ray Scissons  
Councillor Marilyn Thomas  
Councillor Greg Hallam

### Staff Present:

Greg Saunders, Fire Chief  
Darren Gibson, Deputy Fire Chief (left at 6:27 p.m. to  
respond to a fire)  
Megan Moore, Recording Secretary

### Members & Staff Absent:

None.

## 1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.  
A quorum was present.

## 2. AMENDMENTS/APPROVAL OF AGENDA

The agenda was approved as presented.

## 3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST & GENERAL NATURE THEREOF

None at this time.

**4. APPROVAL OF MINUTES**

- i) **Minutes – January 30<sup>th</sup>, 2023.**

**RESOLUTION # FB2023-09**

**MOVED BY:** Greg Hallam  
**SECONDED BY:** Marilyn Thomas

**“THAT,** the minutes of the Drummond/North Elmsley Tay Valley Fire Board meeting held on January 30<sup>th</sup>, 2023 be approved as circulated.”

**ADOPTED**

**5. DELEGATIONS & PRESENTATIONS**

- i) **Jessica Rothwell (KPMG LLP): 2022 Audit.**

J. Rothwell reviewed the 2022 Audited Financial Statements that were attached to the agenda.

**RESOLUTION # FB2023-10**

**MOVED BY:** John Matheson  
**SECONDED BY:** Marilyn Thomas

**“THAT,** the 2022 audited financial statements for the Drummond/North Elmsley Tay Valley Fire Rescue be adopted as presented.”

**ADOPTED**

**6. BUSINESS**

- i) **2023 Auditor Appointment.**

**RESOLUTION # FB2023-11**

**MOVED BY:** Ray Scissons  
**SECONDED BY:** Greg Hallam

**“THAT,** KMPG LLP be appointed to complete the 2023 audit for the Drummond/North Elmsley Tay Valley Fire Rescue.”

**ADOPTED**

ii) **2022 Surplus/Deficit Allotment.**

**RESOLUTION # FB2023-12**

**MOVED BY:** Wayne Baker  
**SECONDED BY:** Greg Hallam

**“THAT**, the \$5,649.00 surplus from the 2022 Administration Budget be transferred to the Administration Reserve;

**THAT**, the \$5,736.00 deficit from the 2022 BBD&E Station Budget be transferred from the BBD&E Contingency Reserve;

**THAT**, the \$58,079.00 surplus from the 2022 South Sherbrooke Station Budget be transferred to the South Sherbrooke Contingency Reserve;

**AND THAT**, the \$547.00 deficit from the 2022 Smiths Falls Fire Agreement budget be transferred from the Smiths Falls Fire Agreement Reserve.”

**ADOPTED**

iii) **Credit Card Policy.**

The Fire Board reviewed and approved the policy.

**RESOLUTION # FB2023-13**

**MOVED BY:** Ray Scissons  
**SECONDED BY:** John Matheson

**“THAT**, the Credit Card Policy be approved as presented.”

**ADOPTED**

iv) **Accessibility Policy**

The Fire Board reviewed and approved the policy.

**RESOLUTION # FB2023-14**

**MOVED BY:** Wayne Baker  
**SECONDED BY:** Greg Hallam

**“THAT**, the revised Accessibility Policy be approved as presented.”

**ADOPTED**

v) **Sale and Disposition of Land Policy.**

The Fire Board reviewed and approved the policy.

**RESOLUTION # FB2023-15**

**MOVED BY:** Marilyn Thomas  
**SECONDED BY:** Ray Scissons

“**THAT**, the Sale and Disposition of Land Policy be approved as presented.”

**ADOPTED**

vi) **Disconnecting From Work Policy.**

The Fire Board reviewed and approved the policy.

**RESOLUTION # FB2023-16**

**MOVED BY:** John Matheson  
**SECONDED BY:** Wayne Baker

“**THAT**, the Disconnecting from Work Policy be approved as amended.”

**ADOPTED**

vii) **2023 Emergency Response Call Update.**

The Fire Chief provided the Fire Board with an overview of the number of emergency response calls the Fire Department has received to date.

viii) **Firefighter Hours & Pay Update.**

The Fire Chief provided the Fire Board with a cost update on the firefighter honorariums to date.

ix) **Deputy Fire Chief Update.**

Training

- Just completed a two-month, 8 session training on Firefighter Survival and Rapid Intervention Teams. Joint training between both stations and was very well received. Unfortunately we have already had to use it with the Structure Fire on March 23, but fortunately everyone was ready and performed great.

Employee Reviews

- In February and March, with the help of the station chiefs, completed close to 50 of the 60 firefighter reviews. Good feedback from the crew(s) in both stations. We do have a few firefighters that needed an extra discussion about their attendance numbers and not meeting minimum levels for consecutive years.
- Moving onto the captain reviews next



## Health and Safety

- Put time into researching what was needed to properly operate a JHSC between the two stations. Have now restructured committee for who can be management reps as well as employee reps. Researching proper inspection routines and checklists, etc. As Deputy Chief I am now a member of the management team as well as Co-Chair.

## x) **Fire Chief Update.**

- 2023 Fire Department budget was approved. Some capital items have been ordered (portable radios, hydraulic ram).
- An upper management review will be conducted in the near future. Chris Burke (from the Loomex Group) who aided in completing the Master Fire Plan will be assisting with the review. Some of the topics that will be covered in the upper management review include: officer job descriptions, rate of pay for officers, number of officers, future role of the training officer, mandatory retirement age and minimum training requirements. Chris estimates that the review will cost approximately \$1,500.00 to complete.
- Carefully watching the weather for flooding in some areas of the Townships and also keeping an eye on how dry its getting. A fire ban may implemented if required.
- Have been asked to host fire training with staff at Lanark Lodge in April.
- Busy attending emergency management meetings.
- Firefighter Appreciation Dinner is taking place on Saturday, April 22, 2023. The event will take place at the Perth Civitan. Please let the Administrative Assistant/Treasurer know if you can attend.
- There was a fatality at a fire that the fire department attended last week.

## 7. **NEW/OTHER BUSINESS**

None.

## 8. **IN-CAMERA**

None.

## 9. **NEXT MEETING DATE AND PROPOSED AGENDA ITEMS**

Next Meeting: To be determined.

**10. DEFERRED ITEMS**

*\*The following items will be discussed at the next and/or future meeting:*

*None.*

**11. ADJOURNMENT**

The Board adjourned at 7:26 p.m.

# **BUSINESS**

## FIRE PROTECTION AGREEMENT FOR AUTOMATIC AID

### PARTIES

The **Parties** to this Agreement are:

1. The Corporation of the Town of Smiths Falls  
 (“**Smiths Falls**”)  
Address: 77 Beckwith Street North, Smiths Falls, Ontario K7A 2B8
2. The Corporation of the Township of Drummond/North Elmsley  
 (“**Drummond/North Elmsley**”)  
Address: 310 Port Elmsley Road, Perth, Ontario K7H 3C7
3. The Corporation of Tay Valley Township  
 (“**Tay Valley**”)  
Address: 217 Harper Road, Perth, Ontario K7H 3C6

### BACKGROUND:

1. The Parties are municipal corporations responsible for the provisions of fire and emergency response services pursuant to the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, and amendments thereto (the “**FPPA**”).
2. Drummond/North Elmsley and Tay Valley jointly provide fire and response services under the name of “Drummond/North Elmsley Tay Valley Fire Rescue”.
3. Smiths Falls provides fire and response services under the name of “Smiths Falls Fire Department”.
4. A municipality may, pursuant to the provisions of the *FPPA*, enter into agreements to provide or receive fire protection services including response to fires, rescues, and emergencies.
5. Section \* of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto (the “**MA**”), provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *MA* or any other Act.
6. Section 20 of the *MA* provides that a municipality may enter into an agreement with one or more municipalities for the provision of services.
7. To increase the efficiency and effectiveness of the fire services provided by Drummond/North Elmsley Tay Valley Fire Rescue, Smiths Falls has agreed to supply certain fire protection services in a designated area of Drummond/North Elmsley Township.
8. The Parties wish to enter into this agreement to outline the terms of the supply of the fire protection services by Smiths Falls to Drummond/North Elmsley.

## **DEFINITIONS:**

For the purpose of this Agreement:

1. "DNETV Fire Rescue" means the Drummond/North Elmsley Tay Valley Fire Rescue;
2. "SFFD" means the Smiths Falls Fire Department;
3. "Business Day" means Monday-Friday (8:30 a.m. to 4:30 p.m.)
4. "Consumer Price Index (CPI)" is a measure of the average change overtime in the prices paid by urban consumers for a market basket of consumer goods and services.
5. "Fire Chief" means the person appointed as Fire Chief and includes his/her designate;
6. "Fire Protection and Emergency Services" means the level of service set by Smiths Falls and which includes, but is not limited to:
  - a. Fire suppression – structural, grass/brush and vehicle
  - b. Rescue services
  - c. Response to remote/automatic alarms
  - d. Pre-fire conditions (ie. smell of smoke)
  - e. Carbon monoxide alarms
  - f. Tiered medical response
  - g. Power lines down or arcing
  - h. Extrication
  - i. Other occurrences to which SFFD would normally respond
7. "Incident" shall mean any response that SFFD shall make to any call in the Response Area.
8. "Incident Command" means the person in command of the emergency incident.
9. "Fire Dispatch" means Smiths Falls Fire Dispatch Centre
10. "Rescue Services" means motor vehicles extrication utilizing heavy hydraulics and motor vehicle stabilization;
11. "Response Area" means the response area of the boundaries of the Geographic Township of Drummond and the Geographic Township of North Elmsley as set out in Schedule "A" attached to and forming part of this Agreement.

## **AGREEMENT**

In consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. The term of this Agreement shall be from January 1, 2024 to and including January 1, 2028 and shall be automatically renewed for a for a further 2 years unless notice of termination has been given in accordance with Section 20.
2. The Fire Chief of DNETV and the Fire Chief of SFFD shall review the terms and operation of this Agreement in September of each year that this Agreement is in place and shall make recommendations to their respective municipalities and municipal councils as they deem necessary.
3. SFFD agrees to provide the services identified in this Agreement to the Response Area and in so doing shall exercise all reasonable means to respond to any incident within the Response Area.
4. SFFD hereby agrees that it shall provide Fire Protection and Emergency Services to the

Response Area and shall respond to any incident with the appropriate number of emergency vehicles and firefighters as determined by the type of call and that they shall remain in service for the entire duration of the incident or for any other amount of time as determined by Incident Command, at its discretion. Some incidents may be turned over to DNETV as determined at the time of the emergency.

5. SFFD officers shall assume Incident Command for any Fire Protection and Emergency Services in the Response Area. Incident Command shall provide a verbal scene assessment to Fire Dispatch.
  - a. In the event SFFD is unable to provide emergency response, it shall immediately notify DNETV. Upon DNETV acknowledging SFFD's inability to provide emergency response, DNETV shall respond and shall be the primary responder for Fire Protection and Emergency Services to the Response Area.
6. SFFD shall immediately notify DNETV of any calls involving fatalities, Office of the Fire Marshall involvement, hoarding, contravention of the Ontario Fire Code, serious motor vehicle accidents and/or any calls that escalate the need for additional apparatus or manpower.
7. Subject to the provisions of Section 5 in the event SFFD is unable to respond to an incident due to the prior or imminent deployment of its equipment and personnel, SFFD shall immediately advise DNETV and in so doing SFFD shall be relieved of:
  - a. Any obligation to respond to the incident; and
  - b. Any liability for failing to respond to the incident.
8. In the event DNETV has been informed that SFFD is unable to respond to an incident, Drummond/North Elmsley and Tay Valley acknowledge that DNETV shall be solely responsible for the provision of Fire Protection and Emergency Services within the Response Area.
9. DNETV shall notify Fire Dispatch of the terms and conditions of this Agreement.
10. Fire Dispatch will alert SFFD and DNETV simultaneously of any structure fire and/or auto extrication calls or any call requiring more support or equipment.
11. DNETV shall ensure SFFD has a current and detailed map of the response area.
12. DNETV shall be responsible for the payment to replace any extraordinary expenses incurred by SFFD including retaining a private contractor, rental of special equipment, supplies used to contain/control hazardous material, any protective equipment abnormally damaged or consumable materials (other than water and medical supplies) for incidents within the Response Area.
13. SFFD shall supply DNETV with a CAD report after each emergency response. If an administration related follow up is required SFFD will notify DNETV. A bi-annual (May 1 and November 1) summary of calls applicable to this Agreement shall be provided from

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SFFD to DNETV. The summary shall include but not be limited to the types of emergency response, a list of apparatus used and the number manpower responding to each call. The summaries will be utilized to assess services and associated costs.

14. The annual rate invoiced by Smiths Falls to Drummond/North Elmsley Tay Valley Fire Rescue in consideration of this Agreement shall be calculated using the total amount paid the previous year plus the CPI for the current year. The cost-of-living increase shall be based on the Ottawa/Gatineau area (information provided by Statistics Canada). The cost-of-living increase will be determined in the month of December. The annual cost of living percentage increase will not exceed 5%. Smiths Falls will send the invoice to Drummond/North Elmsley Tay Valley Fire Rescue no later than December 31 each year and Drummond/North Elmsley Tay Valley Fire Rescue will remit payment within 30 days of receiving the invoice.
15. DNETV shall maintain insurance to the reasonable satisfaction of Smiths Falls and/or SFFD and shall annually deliver proof of such insurance to Smiths Falls.
  - a. The minimum insurance requirements are:
    - i. Comprehensive commercial general liability and property damage insurance, including but not limited to bodily injury, death and property damage, personal injury liability, legal liability and contractual liability coverage with respect to providing Fire Protection and Emergency Services to the residents of Drummond/North Elmsley and Tay Valley Township. Such policies written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$15,000,000.00 or such higher limits as may reasonably require from time to time.
    - ii. Smiths Falls, SFFD, Drummond/North Elmsley and Tay Valley Township to be added as an additional insured;
    - iii. A cross liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to them.
    - iv. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to DNETV.
    - v. The policy shall not be cancelled unless the insurer notifies SFFD in writing at least sixty (60) days prior to the effective date of cancellation.
  - b. Any other form of insurance, in such amounts and against such risks, as Smiths Falls and/or SFFD may from time to time reasonably require.
16. SFFD shall maintain insurance to the reasonable satisfaction of Drummond/North Elmsley, Tay Valley Township and/or DNETV and shall annually deliver proof of such insurance to Drummond/North Elmsley.
  - a. The minimum insurance requirements are:
    - i. Comprehensive commercial general liability and property damage insurance, including but not limited to bodily injury, death and property damage, personal injury liability, legal liability and contractual liability coverage with respect to providing Fire Protection and Emergency Services to the residents

- of Drummond/North Elmsley and Tay Valley Township. Such policies written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$15,000,000.00 or such higher limits as may reasonably require from time to time.
- ii. Drummond/North Elmsley, Tay Valley Township and DNETV to be added as an additional insured;
  - iii. A cross liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to them
  - iv. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to SFFD.
  - v. The policy shall not be cancelled unless the insurer notifies DNETV in writing at least sixty (60) days prior to the effective date of cancellation.
- b. Any other form of insurance, in such amounts and against such risks, as Drummond/North Elmsley, Tay Valley and/or DNETV may from time to time reasonably require.
17. Drummond/North Elmsley, Tay Valley and DNETV shall indemnify and hold harmless Smiths Falls and/or SFFD, their respective elected officials, officers, directors, employees and agents, from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings (including reasonable legal fees) that the Smiths Falls and/or SFFD may suffer, incur or be liable for resulting from a negligent act, strict liability, breach of contract, error or omission, of Drummond/North Elmsley, Tay Valley and/or DNETV, its elected officials, officers, directors, employees or agents in the performance of its obligations under this Agreement. The provisions of this paragraph shall survive the termination or expiry of this Agreement.
18. Smiths Falls and/or SFFD shall indemnify and hold harmless Drummond/North Elmsley, Tay Valley and/or DNETV, their respective elected officials, officers, directors, employees and agents, from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings (including reasonable legal fees) that Drummond/North Elmsley, Tay Valley and/or DNETV may suffer, incur or be liable for resulting from a negligent act, strict liability, breach of contract, error or omission, of Smiths Falls and/or SFFD, its elected officials, officers, directors, employees or agents in the performance of its obligations under this Agreement. The provisions of this paragraph shall survive the termination or expiry of this Agreement.
19. Smiths Falls and/or SFFD, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement shall not be liable to Drummond/North Elmsley, Tay Valley and/or DNETV, or any third party for any failure to perform, or delay in the performance of any obligations under this Agreement caused by circumstances beyond their reasonable control including without limitation, acts of God, fire, strike, lockout, civil insurrection, war, interruption of telecommunications or other utility services ancillary to the discharge of the Smiths Falls' obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action authorized by law, provided that Smiths Falls notifies Drummond/North Elmsley, and DNETV,



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verbally and in writing of the existence of, and reasons for, the circumstances as soon as reasonably possible, and use every reasonable effort on a continuous basis to alleviate the circumstance, as soon as reasonably possible.

20. Termination:
- a. Any Party may terminate this Agreement for any or no reason upon twelve (12) months written notice to the other Parties.
  - b. Smiths Falls or DNE may terminate this Agreement on sixty (60) days written notice in the event:
    - i. DNETV fails to pay any amount owing under Section 14 or more than ninety (90) days; or
    - ii. SFFD fails to perform any of its obligations set out in Sections 3-7, 13-14, 16, 18-19.
  - c. Termination of this Agreement shall be without prejudice to any right of the Parties that have accrued prior to the date of termination.
  - d. Subject to paragraphs Section 12 no party shall have any rights to damages as a result the termination of this Agreement.
21. SFFD reserves the right to equip its Fire Stations with the apparatus and equipment necessary to perform activities consistent with the levels of service identified in the "Establish and Regulate a Fire Department By-Law" of Smiths Falls.
22. Except as may be required by law the Parties shall:
- a. Keep confidential all tapes, records, data, logs documents, the terms of this Agreement and any other material created or provided by one party to any other party relating to the performance of the services (collectively the "**Confidential Information**") contemplated in this Agreement; and
  - b. Shall not divulge any Confidential Information without the written approval of the other party.

#### MISCELLANEOUS

23. In this Agreement, the number and gender shall be construed as the context may require.
24. The Background recitals and Definitions are hereby incorporated into and form part of this Agreement, including all defined terms referenced therein.
25. The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.
26. Time shall be of the essence of this Agreement.
27. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

28. Any dispute occurring among the Parties relating to the interpretation or implementation of any of the provisions of this Agreement shall be resolved in accordance with the following provisions:
- a. The Parties shall attempt in good faith to resolve such dispute by mediation.
  - b. The fees and expenses of the mediator shall be divided equally among the Parties.
  - c. Involvement in mediation is on a without prejudice basis and does not preclude, and is not a bar to, any Party pursuing whatever legal remedies may be available to it, including, but not limited to, litigation.
29. This Agreement shall not be amended or modified in any respect otherwise than in writing and executed by the parties hereto.
30. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions whether oral or written, of the Parties.
31. The parties agree to execute all reasonably necessary documents in order to give effect to the terms and effect of this agreement.
32. No consent to or waiver of any breach by any Party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any Party or to declare any Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.
33. This Agreement shall be governed by the laws of the Province of Ontario.
34. Execution of this Agreement and all subsequent notices, correspondence and documentation may be by way of facsimile transmission directed to the parties at the fax numbers listed on page 1 of this Agreement (if any) or by email to the email addresses listed on page 1 of this Agreement (if any) and must also be directed to the following addresses:
- a. DNETV:
    - i. Drummond/North Elmsley Tay Valley Fire Rescue  
c/o Fire Chief  
14 Sherbrooke Street East, Perth, Ontario K7H 1A2  
Email: [firechief@dnets.ca](mailto:firechief@dnets.ca)  
Facsimile: (613) 264-8561
  - b. SFFD:
    - i. Smiths Falls Fire Department  
c/o Fire Chief  
77 Beckwith Street North, Smiths Falls, Ontario K7A 2B8  
Email: [fire@smithsfalls.ca](mailto:fire@smithsfalls.ca)  
Facsimile: (613) 283-4764

Alternatively, any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses on page 1 of this agreement.

If notice is given by prepaid registered post, it shall be deemed given seven days after the date of mailing.

If notice is given by facsimile transmission or by email after 4:00 on a Business Day, it shall be deemed to have been given on the next Business Day thereafter and if it is given prior to 4:00 p.m. on a Business Day, it shall be deemed to have been given on such day.

Any notice or other communication required or permitted to be given orally shall be given to the Fire Chief of DNETV or the Fire Chief of SFFD, as the case may be.

A party may change his fax number, email address or postal address by notice to the other party at any time provided the other party has acknowledged the change or the party giving the notice has confirmation that the notice was received.

Any notice or other communication required or

35. This Agreement shall **not** be assignable by any party without the written consent of the other parties, which consent may be arbitrarily withheld.
36. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the Parties hereto.
37. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute the same agreement.
38. The effective date of this Agreement is January 1, 2024.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their hands and seals.

**The Corporation of the Township of  
Drummond/North Elmsey**

Per:

\*

\_\_\_\_\_  
Steve Fournier, Reeve

\*

\_\_\_\_\_  
Cathy Ryder, C.A.O.

We have authority to bind the corporation

**The Corporation of the Tay Valley Township**

Per:

\*

\_\_\_\_\_  
Rob Rainer, Reeve

\*

\_\_\_\_\_  
Amanda Mabo, C.A.O/Clerk

We have authority to bind the corporation

**The Corporation of the Town of Smiths Falls**

Per:

\*

\_\_\_\_\_  
Name & Title:

\*

\_\_\_\_\_  
Name & Title:

We have authority to bind the corporation

## MEDICAL TIERED RESPONSE PROGRAM AGREEMENT

### **PARTIES**

The **Parties** to this Agreement are:

1. The Corporation of the County of Lanark  
("County")  
99 Christie Lake Road, Perth, Ontario K7H 3C6  
Fax: (613) 264-9277  
E-Mail: \* [insert contact email]
2. The Corporation of the Township of \*  
("Municipality")  
\* [insert address]  
Fax: \* [insert fax #]  
E-Mail: \* [insert contact email]

### **BACKGROUND:**

1. The adoption of a tiered response model is recognized internationally as an effective method of coordinating public and/or private safety agencies in providing the most timely and efficient rapid first response assistance to the public. This response model endeavours to send the closest appropriate emergency response agency to render assistance at the scene of an emergency incident until the primary response agency can arrive.
2. Medical Tiered Response Agreements ("**MTRAs**") are formal written documents negotiated between two or more public and/or private sector safety agencies with the intent to establish local protocols for a multi-agency response to a life-threatening incident. MTRAs outline the capabilities, expectations and limitations of each agency and defines the criteria for participation.
3. MTRAs provide a framework for cooperation between, and coordination of, emergency services on a local level and acknowledge that a teamwork approach toward the coordination of safety agencies improves the response to specified emergency situations and overall level of public safety in the community.
4. County is responsible for the ambulance and paramedic services within the County of Lanark and the Municipality is responsible for the fire department and fire services within its geographic boundaries.
5. County has entered into an agreement with Bell Canada for the provision of a 9-1-1 public emergency reporting service ("**Bell Canada Agreement**"). Pursuant to the terms of the Bell Canada Agreement, the County contracts the Ontario Provincial

Police to provide a communication centre which is the first point of reception of the 9-1-1 calls ("CERB"). Bell Canada may then selectively route and transfer 9-1-1 calls to fire, police or ambulance agencies.

6. County has created the County Medical Tiered Response Program ("**Program**") in which local municipalities may participate in. The following principles have been established which govern the Program:
  - a. To ensure the timely availability of staff and resources from County and/or the Municipality to safely and efficiently mitigate a life-threatening incident;
  - b. To establish a common co-ordinated approach to arbitrate disputes;
  - c. To confirm that participation by the Municipality is voluntary and may be terminated in accordance with the "Termination" clause set out below.
7. The Parties wish to enter into this Agreement to set out the Program response criteria, notification and activation requirements for both County and the Municipality.

#### **AGREEMENT**

In consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

##### **1. County Activation Criteria for a Medical Tiered Response:**

- a. County shall provide a copy of this agreement to all necessary agencies instructing that they immediately notify the Municipality's Fire Department ("**Fire Department**") regarding a committal (or information update) to Central Ambulance Communications Centre ("**CACC**") in respect to a call for the following situations:
  - i. Vital signs absent ("**VSA**");
  - ii. Unconscious patient;
  - iii. Absence of breathing;
  - iv. Other conditions deemed by the ambulance communications officers, using their best judgment given the information provided, as being life threatening.(collectively "**life threatening emergency**")
- b. The Fire Department will be notified to respond to the life threatening emergency calls for those listed as i, ii, and iii above when it is predicted that an ambulance response to the scene of the life threatening emergency is greater than 20 minutes and where it is determined that there is a clear response time advantage in the Fire Department responding ("**Medical Tiered Response**")
- c. Any amendments or modifications to the criteria set out in this paragraph for



a tiered response must be in writing and executed by the Parties hereto.

**2. System Notification/Activation for Medical Tiered Response:**

- a. Subject to paragraph 3 herein, the Parties agree that, in order for the Program to provide the greatest benefit to the public, the Fire Department must respond to a life threatening emergency when there is a clear response time advantage in scene arrival over the usual primary agency response times.
- b. The Parties recognize that the effectiveness of the Program is dependent upon prompt notification. County shall instruct CACC to notify the Fire Department as soon as possible of call committal or information update of an ambulance to a life threatening emergency.
- c. Notification to the Fire Department of a request for a Medical Tiered Response will include the location and nature of the emergency. Notification will not include the personal health information of individuals requesting emergency assistance. Upon arrival at the location, the Fire Department will take steps to identify individuals and collect information required for the provision of emergency services from these individuals directly.

**3. Terms for a Medical Tiered Response:**

- a. County shall identify the appropriate CACC Officer that acts as a liaison to the Municipality.
- b. Fire Department emergencies and rescues shall take precedent over requests for a Medical Tiered Response. In addition, the Parties acknowledge and agree that the Fire Department may not be able to respond upon notification for a Medical Tiered Response if currently occupied with another emergency or for any other reason as determined by the Fire Department's senior on-duty fire officer and/or by CACC or Fire Dispatch, as determined by the County of Lanark's current agreement.
- c. The Parties agree that the Municipality shall not be liable for a failure to respond to a request for a Medical Tiered Response.

**4. Obligations of Municipality:**

- a. The Municipality shall:
  - i. Ensure that all Fire Department firefighters involved with direct patient care are certified in paramedic led training, with a minimum CPR and AED component, as determined by the Paramedic Service ("**Course Qualifications**");
  - ii. Ensure the Fire Department firefighter(s) assist the County Paramedic Services ("**LCPS**") en route to a hospital when requested to do so by LCPS;
    1. County agrees that LCPS shall make every reasonable effort to

transport those firefighter(s) to his/her respective Fire Department station as soon as possible following termination of patient care as determined by LCPS;

- iii. Ensure that, as of December 1 of each and every year, each Fire Department firefighter who is or may become involved with direct patient care:
  1. Shall possess a valid and up-to-date certificate, signed by a physician stating that he/she has been immunized against influenza, or that such immunization is medically contraindicated; or
  2. Has on file with the Municipality that he/she has taken the educational review (as provided to the Municipality by the LCPS) and documentation stating that the Fire Department firefighter has not been, and does not intend to be, immunized against influenza;
- iv. Ensure that the responding Fire Department firefighters perform routine practices and additional precautions for preventing the transmission of infection, especially infectious respiratory diseases and/or infections. Without limiting the generality of the foregoing, these routine practices and additional precautions may include:
  1. Routine hand hygiene
  2. Wearing of disposable gloves;
  3. Wearing of surgical masks;
  4. The use of fluid resistant particulate respirator masks (N95 is designed to filter up to 95% of airborne particles in a size range of 0.1 to > 10 microns and provides a better facial seal), and, in the event that the Fire Department uses the N95 masks, undertake fit testing qualitatively to ensure maximum mask effectiveness (once the fit testing is complete Fire Department firefighters should be made aware of the size of mask required for adequate protection).
- v. On or before January 1 of each and every year, provide written confirmation to LCPS that all Fire Department firefighters responding to and attending a Medical Tiered Response call have:
  1. Completed and up-to-date Course Qualifications; and,
  2. Valid influenza immunization certificates or alternative documentation as set out in subparagraph iii. herein;
- vi. Ensure that all Fire Department defibrillators are certified and maintained in accordance with the manufacturer's recommendations.

**5. Obligations of the Parties:**



- a. The Parties agree that, upon request by either Party, they shall provide documentation detailing all Medical Tiered Responses for a period determined by the Party making the request, subject to:
  - i. The obligations of the County as a Health Information Custodian under the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3. Sched. A and amendments thereto. ("**PHIPA**"), which includes but is not limited to the requirement to obtain express consent prior to disclosing personal health information; and,
  - ii. The obligations of the Municipality regarding the disclosure of personal information under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 and amendments thereto ("**MFIPPA**").

**6. Insurance:**

- a. The Parties shall, at all times, maintain the following insurance:
  - i. Property Insurance
    1. Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Medical Tiered Response pursuant to this Agreement in an amount not less than full replacement cost.
  - ii. General Liability Insurance
    1. 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 \$5,000,000.00. The policy shall be endorsed to include each part to the agreement as an additional insured with respect to the Medical Tiered Response as per this Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.
  - iii. Medical Malpractice Insurance
    1. Medical malpractice coverage with a limit of not less than \$5,000,000.00. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.
  - iv. Non-Owned Automobile Coverage
    1. Non-owned Automobile coverage with a limit of not less than \$5,000,000.00 and shall include contractual non-owned coverage.
  - v. Automobile Liability Insurance
    1. 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 licenced vehicle operated in connection with this Agreement with limits not less than \$5,000,000.00. 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.

- b. All policies of insurance shall:
  - i. Be underwritten by an insurer licensed to conduct business in the Province of Ontario;
  - ii. Include a provision for 30 day notice of cancellation except for Automobile which shall provide a 15 day notice of cancellation.
- c. The Parties acknowledge and agree that the amount of the insurance is subject to review and change every five (5) years at the option of either Party.
- d. The Parties acknowledge and agree that County reserves the right to require additional insurance to address any potential exposures.
- e. Certificates of Insurance evidencing coverage as outlined above shall be provided to all Parties within 10 days of signing this Agreement.

**7. Indemnification:**

- a. County shall defend, indemnify and hold harmless the Municipality, its respective elected officials, officers, directors, employees and agents, from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings (including reasonable legal fees) that the Municipality may suffer, incur or be liable for resulting from a negligent act, strict liability, breach of contract, error or omission, of County, its elected officials, officers, directors, employees or agents in the performance of its obligations under this Agreement. The provisions of this paragraph shall survive the termination or expiry of this Agreement.
  
- b. The Municipality shall defend, indemnify and hold harmless County, its respective elected officials, officers, directors, employees and agents, from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings (including reasonable legal fees) that County may suffer, incur or be liable for resulting from a negligent act, strict liability, breach of contract, error or omission, of the Municipality, its elected officials, officers, directors, employees or agents in the performance of its obligations under this Agreement. The provisions of this paragraph shall survive the termination or expiry of this Agreement.

**8. Reimbursement:**

- a. County will not financially reimburse the Municipality for participating in the Program; however, it may provide for the exchange and replacement of disposable equipment items when able to do so (ie. O2 masks, disposable splints, etc.) where certain equipment can be replaced at no cost. Where the Municipality equipment is compatible, a straight exchange and replacement may take place. In the event the equipment is incompatible, the County assume no responsibility for equipment replacement.

**9. Disputes/Issues:**

- a. Disputes or issues arising between the Municipality and the County shall be in writing.
  
- b. Disputes and/or issues must be clearly stated and must include the time, date, location and parties involved.
  
- c. A review committee shall be constituted to deal with any issues or disputes (the "**Review Committee**"). The Review Committee shall include the Chief Paramedic of LCPS (or designate), a representative from County and a Fire Department Appointed Representative, who shall review the facts.
  
- d. In the event an issue or dispute between the Parties cannot be resolved by the Review Committee, the issue or dispute shall be resolved in accordance with the following provisions:

- i. The Parties shall first attempt in good faith to resolve such dispute by mediation.
- ii. If any issue in dispute is not resolved by mediation, it shall be submitted to arbitration. In that event, the following rules shall apply:
  1. The arbitration shall be conducted by a single arbitrator appointed either by agreement between or among the disputing parties or, in default of such agreement, by a Judge of the Superior Court of Justice.
  2. Unless otherwise agreed by the disputing parties, the arbitration shall be conducted in the Town of Perth.
  3. The procedure to be followed shall be agreed upon by the disputing parties or, in default of such agreement, shall be determined by the arbitrator.
  4. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario).
  5. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie there from. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**10. Termination:**

- a. Either Party may provide the other Party with ninety (90) days written notice to terminate this Agreement and their involvement in the Program.

**11. Miscellaneous:**

- a. In this Agreement, the number and gender shall be construed as the context may require.
- b. The Background recitals are hereby incorporated into and form part of this Agreement, including all defined terms referenced therein.
- c. The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.
- d. Time shall be of the essence of this Agreement.
- e. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.
- f. Unless otherwise provided, this Agreement shall not be amended or modified in any respect otherwise than in writing and executed by the parties hereto.
- g. The parties agree to execute all reasonably necessary documents in order to give effect to the terms and effect of this Agreement.

- h. This Agreement shall be governed by the laws of the Province of Ontario.
- i. Execution of this Agreement and all subsequent notices, correspondence and documentation may be by way of facsimile transmission directed to the parties at the fax numbers listed on page 1 of this Agreement (if any) or by email to the email addresses listed on page 1 of this Agreement (if any).

Alternatively, any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses on page 1 of this agreement.

If notice is given by prepaid registered post, it shall be deemed given seven days after the date of mailing.

A party may change his fax number, email address or postal address by notice to the other party at any time provided the other party has acknowledged the change or the party giving the notice has confirmation that the notice was received.

- j. This Agreement shall **not** be assignable by any party without the written consent of the other parties.
- k. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the Parties hereto.
- l. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute the same agreement.
- m. The date of this Agreement is the date on which the last party executes this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their hands and seals.

**The Corporation of the County of Lanark**

Per:

\* \_\_\_\_\_ Date \_\_\_\_\_  
Peter McLaren, Warden

\* \_\_\_\_\_ Date \_\_\_\_\_  
Kurt Greaves, C.A.O.

We have authority to bind the corporation

D  
R  
A

**The Corporation of the Township of \***

Per:

\* \_\_\_\_\_ Date \_\_\_\_\_  
\*

\* \_\_\_\_\_ Date \_\_\_\_\_  
\*

We have authority to bind the corporation

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- Medical Tiered Response Agrt - V.6 May 25 - mf.docx



**THE CORPORATION OF THE TOWN OF  
PERTH BY-LAW NO. 5112**

**A By-law to authorize the Mayor and Clerk to sign a Tanker and Aerial Support Services Agreement with The Drummond/North Elmsley Tay Valley Fire Board**

**Recitals:**

1. The Municipal Act, 2001, S.O. 2001, c.25, as amended, states that by-laws may be passed for the purpose of entering into agreements.
2. The Council of the Town of Perth reviewed Report 2023-COW-9.10 and concurs with the staff recommendation to authorize the Mayor and Clerk to sign a tanker and aerial support services agreement with The Drummond/North Elmsley Tay Valley Fire Board.
3. The Council of The Corporation of the Town of Perth deems it advisable to pass this By-law.

Accordingly, the Council of The Corporation of the Town of Perth enacts as follows:

**1. AUTHORIZATION**

4. That the Mayor and Clerk be authorized to sign a tanker and aerial support services agreement with The Drummond/North Elmsley Tay Valley Fire Board.

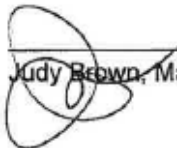
**2. SCHEDULES:**

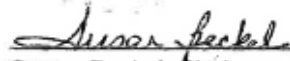
- 2.1. Attached hereto and forming part of this By-law is the Agreement with The Drummond/North Elmsley Tay Valley Fire Board, marked as Schedule "A".

**3. EFFECTIVE DATE:**

- 3.1. This By-law shall come into force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 20<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
Judy Brown, Mayor

  
\_\_\_\_\_  
Susan Beckel, Clerk  
(Seal)

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**THIS AGREEMENT** made in duplicate this            day of            , 2023  
**BETWEEN:**

**THE CORPORATION OF THE TOWN OF PERTH**  
[hereinafter called the "Town"]  
**OF THE FIRST PART**

**AND**

**THE DRUMMOND/NORTH ELSLEY TAY VALLEY FIRE BOARD**  
[hereinafter called the "Township"]  
**OF THE SECOND PART**

**WHEREAS** Section 20(1) of the Municipal Act, 2001, S.O. 2001, C. 25 provides, in part, that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in s. 19 of that Act, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

**AND WHEREAS** both Town and Township are prepared to make available specified fire protection services to each other, in their respective areas on a per request basis.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, considerations herein contained, the Town and Township mutually agree as follows:

- a) The Town of Perth seeks assistance from the Drummond North Elmsley Tay Valley Fire Rescue in providing tanker(s) shuttle services, when required, to fires within its municipality. An example of when required would be to a non-hydrant area in the Town or if deemed necessary by the Incident Commander.
- b) Drummond North Elmsley Tay Valley Fire Rescue seeks the assistance of Perth Fire Services in providing Aerial Apparatus support, when required, to structural fires within its municipality. An example of when required would be for a larger building or as deemed necessary by the Incident Commander.

## 1. DEFINITIONS/INTERPRETATIONS

- a) **"Agreement"** means this Agreement, including its recitals and schedules which form an integral part of it, as amended from time to time.
- b) **"Aerial Apparatus Support Services"** means the delivery of Aerial Apparatus Support by the Perth Fire Services through the Drummond/North Elmsley Tay Valley Fire Rescue Services.
- c) **"Drummond/North Elmsley Tay Valley Fire Rescue"** means the fire and rescue service organized and operated by the Drummond/North Elmsley Tay Valley Fire Board.
- d) **"Fire Chief"** means a Fire Chief or a person designated by a Fire Chief.
- e) **"Incident"**, for purposes of this Agreement, means a confirmed structural fire requiring fire ground operations that occurs in the Municipal Service Area.
- f) **"Incident Commander"** means the Officer in charge of primary decision maker during a major Incident.
- g) **"Perth Fire Services"** means the fire and rescue service organized and operated by the Corporation of the Town of Perth.
- h) **"Tanker Shuttle Service"** means the delivery of Tanker Services by the Drummond/North Elmsley Tay Valley Fire Rescue Services through the Perth Fire Services.

## 2. TERM

- a) The term of this Agreement shall be for an initial trial period commencing with the execution of this Agreement and ending on December 31, 2023, and shall be renewed automatically for successive one-year terms. This Agreement shall be reviewed, on an annual basis, by the Fire Chief(s) for Perth Fire Services and the Drummond/North Elmsley Tay Valley Fire Rescue Services.
- b) The parties agree that there shall be no penalty or liability for any party resulting from the termination of this Agreement.

## 3. RESPONSE CRITERIA

- a) Upon request for Tanker Shuttle Service, the Drummond/North Elmsley Tay Valley Fire Rescue Services shall be dispatched to and shall attend at the scene of any Incident to which the Perth Fire Services is requesting Tanker Shuttle Services, within the Town of Perth. The Tanker shall be supplied with two (2) Firefighters, who will operate within the Perth Fire Services on scene command structure.

- b) Notwithstanding subsection 3(a) above, the ability of the Drummond/North Elmsley Tay Valley Fire Rescue Services to provide Tanker Shuttle Service shall be limited by the extent to which firefighting apparatus and personnel are available in the sole discretion of the Drummond/North Elmsley Tay Valley Fire Rescue designated officer or Incident Commander.
- c) Upon request for Aerial Operations support, the Perth Fire Services shall be dispatched to and shall attend at the scene of any Incident to which the Drummond/North Elmsley Tay Valley Fire Rescue Services is requesting Aerial Apparatus Support Services, within Drummond/North Elmsely and Tay Valley municipal boundaries. The Apparatus shall be supplied with six (6) Firefighters, who will operate within the Drummond/North Elmsley Tay Valley Fire command structure.
- d) Notwithstanding subsection 3(c) above, the ability of the Perth Fire Services to provide Aerial Operations shall be limited by the extent to which firefighting apparatus, and personnel are available in the sole discretion of the Perth Fire Services designated officer or Incident Commander.
- e) Report: Within seven (7) days of the date of each support response, the appropriate fire service, through its Fire Chief, shall deliver to the corresponding fire service a report detailing the support service.
- f) Both parties will endeavor to plan and perform training for tanker shuttle operations and aerial operations at least once annually.

#### **4. CHARGES FOR SUPPORT RESPONSE**

- a) The first year of the agreement shall act as a trial period to track statistics on how support services are utilized. The first year will not include charges for services for the Town or the Township.
- b) After the first year, the Fire Chiefs from the respective departments will review the data and amend the agreement if/as necessary.

#### **5. RELEASE AND INDEMNITY**

- a) No claims: Either party shall not be liable or responsible for any firefighter or other personnel employed by either the Town or Township in the event of injury or damage to personal property suffered while responding to, attending at, or returning from the scene support services as contemplated by this Agreement.

- b) **No Claims:** The Town or Township shall not be liable or responsible to each other in the event of damages to property occasioned while utilized in responding to, attending at, or returning from the scene of a support service response as contemplated by this Agreement.
- c) Each party shall be responsible for the performance and actions of its own fire and response service during support services.
- d) **Indemnification:** Each party covenants and agrees that it shall at all times indemnify and save harmless the other consistent with subsections 5 above from and against all claims, losses, costs, expenses, damages, suits, actions, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action or things done or maintained by virtue of this Agreement, or the exercise in any manner of rights arising under this Agreement, save and except claims for damages resulting from negligence of any officer, servant or agent of the other while acting within the scope of his or her duties or employment.
- e) Throughout the term of this Agreement, both parties shall each obtain and maintain third party general liability insurance covering all services provided and risk arising under this Agreement, in an amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) respectively, and each party shall add the other party as an additional insured with respect to this Agreement. Each party will provide to the other, promptly upon request, satisfactory evidence of their respective insurance coverage as described.

**6. MISCELLANEOUS**

- a) Notice: Any notice to be given under this Agreement shall be sufficiently given if delivered to or, if sent by mail, posted by mail addressed to:

**IN WITNESS WHEREOF** the parties have hereunto affixed their Corporate Seals under the hands of its authorized signing officers.

SIGNED, SEALED AND DELIVERED

**FOR THE CORPORATION OF THE TOWN OF PERTH**

\_\_\_\_\_  
Judy Brown, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Beckel, Clerk

\_\_\_\_\_  
Date

**FOR THE DRUMMOND/NORTH ELMSLEY TAY  
VALLEY FIRE BOARD**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Date