

The Corporation of the Municipality of Brockton



By-Law 2019-114

Being a By-Law to Authorize the Signing of an Agreement with the Corporation of the County of Grey, the Municipality of West Grey, and the Elmwood Fire Joint Board of Management for the Purpose of Providing a Quadripartite Tiered Emergency Response for the Municipality of Brockton.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an agreement with the County of Grey, the Municipality of West Grey, and the Elmwood Fire Joint Board of Management for the purpose of providing a quadripartite tiered emergency response for the Municipality of Brockton.

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an agreement with the County of Grey, the Municipality of West Grey, and the Elmwood Fire Joint Board of Management which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 That the Mayor and Clerk are hereby authorized and directed to fully execute the Pre-Servicing Agreement attached hereto and forming a part of this By-Law and any documents related to the agreement and to affix the Corporate Seal thereon upon receipt of all necessary documentation and securities.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Emergency Tiered Response Agreement By-Law".

Read, Enacted, Signed and Sealed this 24th day of September, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

Quadripartite Tiered Emergency Response Agreement

THIS AGREEMENT made this _____ day of _____, 20____, in quadruplicate between:

The Corporation of the County of Grey

a municipality within the meaning of the Municipal Act, 2001 (hereinafter referred to in this Agreement as “the County”),

-And-

The Corporation of the Municipality of Brockton

(hereinafter referred to in this Agreement as “Municipality 1”);

-And-

The Corporation of the Municipality of West Grey

(hereinafter referred to in this Agreement as “Municipality 2”);

-And-

Elmwood Fire Joint Board of Management

(hereinafter referred to in this Agreement as “Elmwood Fire”);

WHEREAS:

- a) The County operates a Paramedic Service in Grey County;
- b) Elmwood Fire, on behalf of Municipality 1 and Municipality 2 together, operates the Fire Department which provides its fire protection services for Municipality 2 within the Fire Boundary Area as shown on the map attached as Schedule “B”;
- c) Municipality 2 is willing to permit the Fire Department to respond to certain types of emergency calls to provide a tiered response on its behalf within the Fire Boundary Area;
- d) The Parties agree that it is at the sole discretion of Elmwood Fire as authorized by both Municipality 1 and Municipality 2 to decide which call types the Fire Department will respond to in providing that tiered response, though the County may provide guidance based upon medical advice regarding which emergency call types are recommended for the Fire Department’s response;

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1.0 Definitions

In this Agreement:

- 1.1 “Agreement” means this Agreement and its appending Schedule(s);
- 1.2 “Call Types” refers to the emergency call types to which the Fire Department will respond within Municipality 2, and are further described within Schedule “A”.
- 1.3 “Fire Boundary Area” means the defined boundary(ies) within which the Fire Department is responsible to provide fire protection services for Municipality 2 under this Agreement;
- 1.4 “Fire Department” means the fire department which provides fire protection services for Municipality 2 within the Fire Boundary Area;
- 1.5 “London CACC” means London Central Ambulance Communications Centre, which is the central dispatch centre for the Grey County Paramedic Service relevant to this Agreement.

- 1.6 "Municipalities" means both Municipality 1 and Municipality 2, as identified in this Agreement, together;
- 1.7 "Party" or "Parties" means Elmwood Fire, Municipality 1 and Municipality 2, which are parties to this Agreement.
- 1.8 "Schedule "A"" means the corresponding signed Letter of Agreement for the Activation of Tiered Response, including the page(s) of selected call types, attached hereto;
- 1.9 "Schedule "B" means the Fire Boundary Area map which shows the area to which the Fire Department is responsible to respond within Municipality 2 under this Agreement;

2.0 Term

- 2.1 This Agreement shall be effective on the date that it is signed by all Parties and shall continue for a Term of five (5) years, expiring on the 5th anniversary date of the signing of this Agreement unless it is otherwise terminated as per section 11 of this Agreement.

3.0 Responsibilities of the Municipalities and Elmwood Fire

- 3.1 All Call Types to which the Fire Department will respond as activated by London CACC are contained within Schedule "A", Letter of Agreement for the Activation of Tiered Response with London CACC. Such responses are subject to certain terms and conditions also contained within Schedule "A".
- 3.2 Notification of the County in writing prior to any change in the Fire Department's dispatch centre, its Fire Boundary Area, and/or the Call Types to which the Fire Department will respond.

4.0 Responsibilities of the County

- 4.1 The County will replace disposable medical supplies used by the Fire Department on all Call Types it attends as part of a tiered response under this Agreement.
- 4.2 Upon being notified of a change to the Fire Boundary Area, the County will cause the map in Schedule "B" to be updated accordingly and will provide the Parties with the updated map(s).

5.0 Financial Arrangements

- 5.1 The County shall not provide any payment to any Party for services provided under this Agreement.
- 5.2 Any financial arrangements which may be made by Municipality 1 and/or Elmwood Fire with regard to the tiered response services provided under this Agreement by the Fire Department to Municipality 2 are not the subject of this Agreement.

6.0 Indemnification

- 6.1 Each Party shall indemnify and hold harmless the others, including their elected officials, employees, agents, representatives and volunteers from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, actions, suits or other proceedings by whomever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by its acts or omissions, including those of its elected officials, officers, representatives, agents, servants, employees, contractors, customers, invitees or licensees, and/or as a result of activities under this Agreement. This clause shall survive the Term of this Agreement.

7.0 Insurance

- 7.1 Each Party shall, at its own expense, obtain and keep in force during the Term of this Agreement, liability insurance satisfactory to the other Parties, including the following

terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a) Municipal or Commercial General Liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000);
- b) Automobile liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement; and
- c) Each party shall add the other as an additional insured on its policy throughout the Term, and this shall be evidenced on the certificate of insurance provided under section 8.2.

7.2 Each Party shall provide the other Parties proof of insurance, each year, in the form of an insurance certificate.

7.3 Each Party agrees to immediately notify the other Parties of any occurrence, incident or event which may reasonably be expected to expose any of the Parties to material liability of any kind in relation to this Agreement.

8.0 Health and Safety, WSIB

8.1 Each Party is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees.

8.2 Each Party shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Employment Standards Act 2000 (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

9.0 Privacy and Confidentiality

9.1 Each Party will treat as confidential and will not, without the prior permission of the others, publish, release, disclose or permit to be published, released or disclosed, either before or after the expiration of this Agreement, private or confidential information supplied to, obtained by, or which comes to the knowledge of any Party as a result of this Agreement, except insofar as publication, release or disclosure is necessary, in the reasonable opinion of that Party, to enable it to fulfil its obligations under the Agreement, or as required or permitted by law.

9.2 The Parties acknowledge that any personal information that is provided for the purpose of creating records is given to each Party in confidence and is protected by applicable privacy legislation. The Parties each undertake that personal information in records delivered to each by the others will be used for the limited purposes intended and allowable. The Parties each further acknowledge that any personal information obtained from either of the others for such purposes will be protected under the terms of applicable privacy legislation.

10.0 Termination

10.1 Any of the Parties may terminate this Agreement upon giving to the others 30 days' written notice of its intention.

10.2 For greater clarity, the termination of this Agreement shall also mean the termination of the Letter of Agreement for the Activation of Tiered Response, attached hereto as Schedule "A". Likewise, the termination of Schedule "A" will also mean the termination of this Agreement.

11.0 Notice

- 11.1 Any notice required to be given, served or delivered must be in writing and sent to the other Parties at the addresses indicated below, or to such other addresses as may be designated by notice provided by any Party to the others.

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

For Municipality 1:

Clerk, Municipality of Brockton, 100 Scott St., Walkerton, ON N0G 2V0
Tel: (519) 881-2223
Fax: (519) 881-2991
Email: fhamilton@brockton.ca

For Elmwood Fire:

Elmwood Fire Joint Board of Management
Tel: (519) 881-2223 x 300
Fax: (519) 881-1877
Email: kmighton@westgrey.com

For Municipality 2:

Clerk, The Municipality of West Grey, 402813 Grey Road 4, RR2 Durham, ON N0G 1R0
Tel: (519) 369-2200
Fax: (519) 369-5962
Email: mturner@westgrey.com

For the Fire Department:

Mike Murphy, Fire Chief, Elmwood Fire Department 100 Scott St., Walkerton, ON N0G 2V0
Tel: (519) 881-2223
Fax: (519) 881-2991
Email: mmurphy@brockton.ca

- 11.2 Any notice to be given by any Party to the others shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if
- a) delivered personally on a business day, then on the day of delivery;
 - b) sent by prepaid registered post, then on the second day following the registration thereof;
 - c) sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
 - d) sent by facsimile or email, upon confirmation of successful transmission of the notice.

12.0 Force Majeure

- 12.1 None of the Parties shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of the Parties.
- 12.2 The Parties agree that in the event of a disaster or Force Majeure, they will co-operate and Municipality 2 and/or Municipality 1 and Elmwood Fire will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

13.0 Severability

- 13.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

14.0 Entire Agreement

- 14.1 This Agreement constitutes the entire agreement between the Parties with respect to the Call Types to which the Fire Department will respond within Municipality 2 as part of a tiered response, and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the Call Types to which the Fire Department will respond within Municipality 2 as part of a tiered response except as provided in this Agreement and its appending Schedule(s).

15.0 Amendment of Agreement

- 15.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of any of the Parties, its respective agents, servants or employees unless done so in writing signed by all Parties, or if such changes are temporary pursuant to Schedule "A", part c).
- 15.2 Despite section 15.1, the Parties acknowledge that from time to time, operational decisions may result in changes being made to the fire dispatch centre, the Fire Boundary Area, and the Call Types to which the Fire Department will respond. Such changes will not necessitate the termination of this Agreement, but will simply result in it being updated accordingly upon the County receiving notification as per section 3.2.

16.0 Successors and Assigns

- 16.1 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- 16.2 None of the Parties may assign all or any part of this Agreement without the written approval of the other Parties.

17.0 No Partnership

- 18.0 Nothing in this Agreement gives rise to a partnership or joint venture between the County and the Fire Department or the Municipalities or Elmwood Fire, or to an employment relationship between the County and the employees, contractors or sub-contractors of the Fire Department or the Municipalities or Elmwood Fire in the provision of service under this Agreement.

19.0 No Waiver

- 19.1 No term, agreement, provision, obligation or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing and signed by all of the Parties.
- 19.2 No waiver of any provision of the Agreement shall be deemed to be or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

This space is intentionally blank.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

The Corporation of the County of Grey

Warden: Selwyn Hicks

Clerk: Heather Morrison

We have the authority to bind the County.

The Corporation of the Municipality of Brockton

Mayor: Chris Peabody

Clerk: Fiona Hamilton

We have the authority to bind Municipality 1.

Elmwood Fire Joint Board of Management

Chair: Steve Adams

Vice Chair: Rebecca Hergert

We have the authority to bind Elmwood Fire.

Elmwood Fire Department

Name: Mike Murphy
Title: FIRE CHIEF, Elmwood Fire Department

I have signed in acknowledgement of the terms and conditions agreed to herein by the Parties.

The Corporation of the Municipality of West Grey

Mayor: Christine Robinson

Clerk: Mark Turner

We have the authority to bind Municipality 2.

West Grey Fire Service

Name: Phil Schwartz
Title: FIRE CHIEF, West Grey Fire Service

I have signed in acknowledgement of the terms and conditions agreed to herein by the Parties

Quadripartite Tiered Emergency Response Agreement
Schedule "A" – Signed Letter of Agreement for Activation of Tiered Response

Letter of Agreement for the Activation of Tiered Response

The ELMWOOD Fire Department agrees to respond to the medical emergencies as outlined in Appendix A within the County of Grey when tiered by London Central Ambulance Communications Centre on behalf of Grey County Paramedic Services.

- a) London Central Ambulance Communications Centre will tier ELMWOOD Fire Department within sixty (60) seconds of committing the call to the CACC System for all call types identified in Appendix A, only if additional time criteria has not been selected.
- b) This agreement acknowledges that fire emergencies take precedence over requests for tiered response, but the ELMWOOD Fire Department can cancel a medical tiered response at any time.
- c) During emergencies declared under the Corporation of the County of Grey or local municipal Emergency Response Plan, the emergency takes precedence and this Letter of Agreement may be amended as necessary.
- d) In the event of a conflict or the need to clarify issues arising from this agreement, the parties agree that they will first attempt to resolve such issues at an operational level. Failing which and for any other purposes regarding this Letter of Agreement, the following individuals shall be the contacts for formal resolution.

Contact for EMS:	Contact for Fire:
Kevin McNab	Mike Murphy
Chief of Grey County Paramedic Services	Fire Chief, ELMWOOD Fire Department

- e) In the event of a change in the Fire Dispatch Centre or Fire Boundary area, the Fire Department agrees to notify London CACC of the change.
- f) This agreement shall commence on the date signed by both parties and continue on an annual basis, renewed automatically unless terminated in writing effective thirty (30) days from the date of receipt of the official notice.

For the ELMWOOD Fire Department

_____ Mike Murphy, Fire Chief	_____ Date
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For Grey County Paramedic Services

_____ Kevin McNab, Director of Paramedic Services	_____ Date
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Elmwood - FIRE DEPARTMENT
Tiered Response Criteria

	TIER	TYPE OF CALL	If EMS RESPONSE GREATER THAN	CODE PRIORITY
1	NO	Abdominal Pain	0 Minutes	Select Code
2	NO	Allergy Reaction	0 Minutes	Select Code
3	NO	Back Pain	0 Minutes	Select Code
4	NO	Behavioral Problems	0 Minutes	Select Code
5	NO	Bleeding (Non-Traumatic)	0 Minutes	Select Code
6	NO	Bleeding in Pregnancy	0 Minutes	Select Code
7	NO	Breathing Problems	0 Minutes	Select Code
8	NO	Burns	0 Minutes	Select Code
9	YES	Cardiac Arrest / VSA	0 Minutes	Code 4 and 3
10	NO	Chest Pain / Heart Problem	0 Minutes	Select Code
11	NO	Child Birth / Labour	0 Minutes	Select Code
12	YES	Choking	0 Minutes	Code 4 and 3
13	NO	Convulsions/Seizure	0 Minutes	Select Code
14	NO	Diabetic Problem	0 Minutes	Select Code
15	YES	Electrocution	0 Minutes	Code 4 and 3
16	NO	Environmental Exposure - Heat	0 Minutes	Select Code
17	NO	Environmental Exposure - Cold	0 Minutes	Select Code
18	NO	Eye Problems	0 Minutes	Select Code
19	NO	Falls	0 Minutes	Select Code
20	NO	Generally Unwell	0 Minutes	Select Code
21	NO	Headache	0 Minutes	Select Code
22	NO	Inhalation	0 Minutes	Select Code
23	YES	MVC – Enclosed Seating	0 Minutes	Code 4 and 3
24	YES	MVC – Exposed Seating	0 Minutes	Code 4 and 3
25	YES	MVC – Person Struck	0 Minutes	Code 4 and 3
26	YES	MVC – Unknown Details	0 Minutes	Code 4 and 3
27	NO	Near Drowning	0 Minutes	Select Code
28	NO	Overdose	0 Minutes	Select Code
29	NO	Stroke / CVA	0 Minutes	Select Code
30	NO	Trauma (Blunt) / Assault	0 Minutes	Select Code
31	NO	Trauma (Penetrating) / Wound	0 Minutes	Select Code
32	YES	Unconscious /Decreased Consciousness	0 Minutes	Code 4 and 3
33	YES	Unknown	15 Minutes	Code 4

34	YES	Code 4 and 3	Farm Accidents
35	YES	Code 4 and 3	Industrial Accidents

CACC use only:
Response Plan Name:

Quadripartite Tiered Emergency Response Agreement
 Schedule "B" – Fire Boundary Area Map

