

TIERED RESPONSE AGREEMENT

This Agreement is entered into on this ____ day of February, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF SARNIA
(hereinafter, the "City")

and

THE CORPORATION OF THE COUNTY OF LAMBTON
(hereinafter, the "County")

WHEREAS:

- A. The City provides municipal fire protection services through its Sarnia Fire and Rescue Services department (hereinafter, "SFRS") in accordance with, and subject to, the *Fire Protection and Prevention Act, 1997*, within the City's geographic limits;
- B. The County provides land ambulance services through its Emergency Medical Services department (hereinafter, "EMS") in accordance with, and subject to, the *Ambulance Act*, within the geographic limits of Lambton County which includes the geographic boundaries of the City;
- C. The City wishes to provide the County with Tiered Response Services (as defined below) within the City through its SFRS; and
- D. The County agrees to accept the City's offer of Tiered Response Services within the City's geographic area, and the Parties wish to set forth an agreement setting out the terms and conditions upon which Tiered Response Services will be requested and provided;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The County EMS and the City SFRS emergency response services are complementary to one another in respect of certain medical emergencies for which the County EMS is called upon to respond to. Accordingly, the Parties desire to cooperate and collaborate in respect of the City's provision of Tiered Response Services, when requested in accordance with the terms and conditions of this Agreement. The objective of this Agreement is for SFRS to provide Tiered Response Services to the County so as to enhance the provision of safe, effective, efficient emergency response services to members of the public in the City of Sarnia.

2. Definitions. In this Agreement:

"**City**" means The Corporation of the City of Sarnia.

"**County**" means The Corporation of the County of Lambton and its permitted assigns.

"**Dispatch**" means the entity that receives and dispatches 9-1-1 calls within Lambton County, which at the time of execution of this Agreement is exclusively the Wallaceburg Central Ambulance Communications Centre.

"**Emergent Circumstances**" means 9-1-1 calls to Dispatch for medical emergencies enumerated in Schedule 1 - Tiered Response Criteria - attached hereto, and subject to the conditions and circumstances set out therein.

"**EMS**" has the meaning given to it in the recitals above.

"**fire protection services**" has the meaning given to it in the *Fire Protection and Prevention Act, 1997*, as amended.

"**Firefighter(s)**" has the meaning given to it in the *Fire Protection and Prevention Act, 1997*, as amended, and includes only those employed directly by the City.

"**land ambulance services**" has the meaning given to it in the *Ambulance Act*, as amended.

"**Parties**" means both the City and the County.

"**Party**" means either the City or the County, as the context dictates.

"Sarnia Police Service Communications Centre" is the public service answering point operated by the Sarnia Police Service.

"SFRS" has the meaning given to it in the recitals above.

"Term" has the meaning given to it in Section 4 i.

"Tiered Response Services" means SFRS and its Firefighter(s)'s response to, and provision of services that they are qualified to provide in response to, a call from Dispatch seeking it to attend a location within the City of Sarnia to assist EMS respond to Emergent Circumstances. Such services include the provision of at least one Firefighter and SFRS' emergency response equipment and vehicles within the parameters set out in Schedule 1 attached hereto.

"TRA Oversight Committee" means a joint committee of the Parties composed of the following positions (or the Party's substitute therefor in the event that a person holding the position refuses to participate): (i) Manager, EMS; (ii) Deputy Manager, EMS; (iii) Chief, SFRS; (iv) Deputy Chief, SFRS; (v) Manager, Dispatch; (vi) Manager, Sarnia Police Service Communications Centre; (vii) Local Medical Director, Southwestern Ontario Regional Base Hospital Program; and (viii) Medical Director, SFRS.

3. Tiered Response Services. For the Term, and on the terms and conditions set out herein,

- i. the City agrees to provide, through its SFRS, Tiered Response Services to the County when called upon by Dispatch to do so;
- ii. the County agrees to provide a copy of this Agreement to Dispatch within seven (7) calendar days after the Parties' execution thereof and to request Dispatch to seek Tiered Response Services from the City, through SFRS, in accordance with the terms and conditions hereof. The City hereby agrees and consents to the County providing a copy of this Agreement to Dispatch; and
- iii. the City agrees to respond to Tiered Response Services only when Dispatch requests it to do so pursuant to this Agreement or as otherwise specifically requested by the County in circumstances outside of those set out by the provisions of this Agreement. During the term of this Agreement, the City agrees not to self-dispatch its SFRS or otherwise respond to 9-1-1 calls for land ambulance services.

4. Term.

- i. On and subject to paragraphs ii. below, this Agreement shall commence on February 1, 2023, and shall terminate:
 - a) On January 31, 2024, unless renewed by mutual agreement of the Parties at least thirty (30) days prior to December 31, 2023; and
 - b) thereafter, if renewed pursuant to paragraph 4 i.a) above, on every third (3rd) anniversary of the renewal date thereof, provided the Parties have agreed to such renewal at least sixty (60) days prior to expiry of the renewal then in effect.

(hereinafter, the "**Term**")

- ii. Notwithstanding the Term, either the City and/or the County may terminate this Agreement as follows:
 - a) effective immediately, upon notice:
 - 1. in the event that the other Party is in breach of this Agreement and has failed to remedy such breach within ten (10) calendar days of the non-breaching Party providing it with written notice of breach setting out the general particulars of the breach; or
 - 2. in the event that the other Party is involved or implicated in any action or incident that reasonably and objectively brings the reputation of the other Party into disrepute; and/or
 - b) at any time, for any reason, upon providing the other Party with no less than ninety (90) days advance written notice.
- iii. On the date this Agreement expires and/or terminates, the rights and obligations of each Party set out herein shall cease save and except that any accrued right and/or obligation of either Party shall survive the expiry and/or termination of this Agreement. Without limiting the generality of the foregoing, unless the City is otherwise expressly permitted to do so through the direction of Sarnia City Council or pursuant to any applicable

provincial law, the City shall not self-dispatch SFRS or otherwise respond to any 9-1-1 call to Dispatch for land ambulance services.

5. Service Standards, Oversight and Data Exchange

- i. The City, through SFRS, agrees to use its reasonable efforts to respond to a request for Tiered Response Services from Dispatch and to provide such services.
- ii. The City agrees to provide and perform the Tiered Response Services in accordance with all applicable laws, guidelines and professional standards applicable to SFRS, its Firefighter(s), the Tiered Response Services (and any part thereof), and the provision of emergency medical services. All Firefighters involved in first response shall be certified or recertified in CPR and defibrillation annually and in First Responder level First Aid at least every three (3) years.
- iii. Despite the generality of paragraph 5. i. above, it is understood and agreed that SFRS has its own fire protection services response obligations within the City of Sarnia which may, in the event of multiple emergencies, conflict with its obligations herein. It is agreed and understood that the provision of Tiered Response Services by the SFRS hereunder is not guaranteed in all circumstances and that the City's obligations hereunder may be temporarily suspended in those circumstances when SFRS is incapable of responding to a request for Tiered Response Services hereunder and responding to a fire protection services emergency in its own geographic jurisdiction at the same time. To the extent reasonably possible, the City agrees to provide Dispatch and the County notice of its inability to respond to request for Tiered Response Services hereunder, the reasons therefor, and the estimated duration of its inability.
- iv. The Parties agree to strike the TRA Oversight Committee who shall be responsible for assessing and reviewing the purpose of this Agreement, its implementation and effectiveness, system performance, standard of training and qualification requirements, Dispatch's request for Tiered Response Services and communications related thereto, the Tiered Response Services (the nature and extent thereof, specifications and standards applicable thereto), the type(s) and circumstances of 9-1-1 calls that ought to continue to be enumerated (or removed) from the list of Emergent Circumstances, and for making recommendations to the Parties in regards thereto. The TRA

Oversight Committee shall meet no less than once (1) per calendar year and shall also meet no less than three (3) calendar months prior to the expiry of this Agreement.

- v. The Parties agree to ensure requisite medical delegations and oversight for any controlled medical acts performed by that Party in executing its obligations under this Agreement. As at the execution of this Agreement, SFRS is authorized to only perform the following delegated medical acts: deployment and use of automated external defibrillation, Oxygen (O2) administration, and Naloxone (Narcan) administration. The City agrees to retain a qualified physician, who is a member in good standing with the College of Physicians and Surgeons of Ontario, to provide it and its Firefighters medical oversight and training in the performance of such delegated medical act in accordance with the requirements for delegation of the College of Physicians and Surgeons of Ontario. If at any time during the Term of this Agreement, the City wishes to change and/or add to any delegated medical act authorized to be performed by SFRS in the provision of Tiered Response Services, the Parties shall first seek the TRA Oversight Committee's review and approval therefor. In such circumstances, where such request is made, the Parties shall convene a meeting of the TRA Oversight Committee within thirty (30) days of a Party's request to so convene the TRA Oversight Committee for these purposes.
- vi. The Parties understand and agree that continued education and training of its respective personnel is essential to the provision of effective, efficient and safe Tiered Response Services. To that end, the Parties agree to cooperate, collaborate and support each other, to the extent reasonably possible, on any training reasonably required for the effective, efficient and safe provision of Tiered Response Services hereunder by SFRS, and to consider any recommendations of the TRA Oversight Committee regarding training. Without limiting the generality of the foregoing, the Parties agree to hold a joint training session therefor at least once (1) per calendar year on such date and time set out in the County's written notice thereof to the City, which notice shall be provided no less than sixty (60) days in advance.
- vii. The Parties agree to provide each other with such data requested by the other Party pertaining to calls, requests for, and responses to, Tiered Response Services from Dispatch required by the other for, in the case of the City, executing its obligations in regards to Tiered Response Services and, in the case of the County, any and all of its requirements and obligations, including,

without limitation, data reporting and collection. Without limiting the generality of the foregoing, the City also agrees to disclose forthwith the data downloadable from its defibrillators, when used in the provision of Tiered Response Services hereunder, to the hospital receiving the individual on whom the defibrillator was used. The County agrees to request from Dispatch, in writing, its call records (i.e., date, time for calls for Emergency Circumstances and call type) relevant to Tiered Response Services, when requested by the City. The County also agrees to provide to the City such information within its control relevant to Tiered Response Services.

- viii. The City hereby warrants and represents to the County that it and its medical director appointed for the purposes of paragraph v. above will audit and assess on an ongoing basis SFRS' and its Firefighters' qualification(s) and performance (from a quality assurance perspective) of the Tiered Response Services
- ix. Any request for Tiered Response Services may be cancelled before SFRS arrives on scene, if:
 - a. at the time the request for Tiered Response Services is cancelled, EMS is on scene and a patient assessment has been completed, or
 - b. Dispatch receives updated information confirming that the medical emergency is not an Emergent Circumstance.

If one of the above instances occur, SFRS agrees not to attend on scene.

- x. For the sole purpose of this agreement and the provisions hereunder, the City, as an agent of the County for the sole purposes of collecting, using and disclosing personal information in responding to Emergent Circumstances and providing Tiered Response Services hereunder and for no other purposes, shall collect, use and disclose personal information of any individual to whom it provides assistance in the provision of Tiered Response Services hereunder strictly in accordance with all applicable laws including, without limitation, the *Personal Health Information Protection Act, 2004*. Without limiting the generality of the foregoing, 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 either by the other will be used for the limited purposes intended and allowable. The Parties further acknowledge that any personal information obtained from each

other for such purposes will be protected under the terms of applicable privacy legislation.

6. Costs and Liability.

- i. Each of the County and the City agrees to incur and assume its own costs and expenses in regards to any matter related to this Agreement. Without limiting the generality of the foregoing, no fees and/or costs shall be claimed by the City from the County for the provision of Tiered Response Services hereunder.
- ii. On and subject to the Parties' indemnity obligations to each other set out in paragraph 6. iii. below, neither Party shall otherwise be liable to the other Party for any losses or damages other than those arising from that Party's own negligence and/or wilful misconduct in responding to a request for Tiered Response Services, provided further that in no event shall either Party be liable to the other, its officers and employees in any way for any incidental, indirect, special or consequential damages, or any loss or use arising out of or in any way related to this Agreement.
- iii. The Parties hereby agree to indemnify and hold each other and their directors, officials, employees, agents and representatives harmless from and against any third-party claims, demands, losses, causes of action or damages arising out of any breach, violation or non-performance of its obligations set out in this Agreement.

7. Insurance.

(1) Throughout the Term, the City shall:

- i. pay for and maintain workplace safety insurance benefits in accordance with the provisions of the *Workplace Safety Insurance Act, 1997* for all of its personnel (paid and/or volunteer) engaged to provide the Tiered Response Services;
- ii. procure, pay and maintain:
 - a. owned and non-owned motor vehicle accident insurance in an amount of no less than \$2,000,000 per occurrence; and

- b. general commercial liability insurance in an amount of no less than \$5,000,000.00 per occurrence,

with a reputable insurer licensed in the Province of Ontario to insure, compensate and indemnify the City against any and all losses, damages, suits, claims and judgments claimed against the City arising out of its provision of Tiered Response Services hereunder.

- iii. The City shall provide a true copy of the certificates evidencing the insurances required herein and deposit same with the County. Such certificates shall contain, at a minimum, the following information:
 - a. that the County is an additional insured party under the policy(ies) with respect to liability arising under or in connection with this Agreement;
 - b. the above mentioned coverages;
 - c. the commencement date of the policy(ies); and
 - d. that if the policy(ies) are ever cancelled or amended in any manner for any reason, a minimum of thirty (30) days written notice of such change or cancellation will be provided the County.

(2) Throughout the Term, the County shall:

- i. pay for and maintain workplace safety insurance benefits in accordance with the provisions of the *Workplace Safety Insurance Act, 1997* for all of its personnel (paid and/or volunteer) engaged to provide the Tiered Response Services;
- ii. procure, pay and maintain:
 - a. owned and non-owned motor vehicle accident insurance in an amount of no less than \$2,000,000 per occurrence; and
 - b. general commercial liability insurance in an amount of no less than \$5,000,000.00 per occurrence,

with a reputable insurer licensed in the Province of Ontario to insure, compensate and indemnify the City against any and all losses, damages, suits, claims and judgements claimed against the County arising out of its provision of Tiered Response Services hereunder.

- iii. The County shall provide a true copy of the certificates evidencing the insurances required herein and deposit same with the City. Such certificates shall contain, at a minimum, the following information:
 - a. That the City is an additional insured party under the policy(ies) with respect to liability arising under or in connection with this Agreement;
 - b. The above-mentioned coverages;
 - c. The commencement date of the policy(ies); and
 - d. That if the policy(ies) are ever cancelled or amended in any manner for any reason, a minimum of thirty (30) days written notice of such change or cancellation will be provided to the City.

8. Dispute Resolution. Any and all disputes arising between the County and the City regarding the Tiered Response Services, their provision and/or the application, interpretation, implementation and /or alleged violation of this Agreement shall be exclusively resolved as follows:

- i. within no more than thirty (30) calendar days of the dispute arising, each of:
 - a. the Manager, EMS;
 - b. Deputy Manager, EMS;
 - c. Chief, SFRS; and
 - d. Deputy Chief, SFRS,

shall meet to discuss and attempt to resolve the dispute, taking only into account, as applicable, the following factors: (a) the purpose and object of this Agreement as set out in Section 1; (b) the terms and conditions of this Agreement; (c) the safety of patients and the public; (d) any applicable qualifications and competencies; (e) ability to achieve and maintain any applicable performance standards; (f) costs of providing a service and the benefit thereof; and (g) personnel and financial resources;

- ii. if the dispute is not resolved in writing within ten (10) calendar days after the date the meeting occurred pursuant to paragraph 8. i. above, the dispute shall

be escalated within the next thirty (30) calendar days to the TRA Oversight Committee for resolution. The TRA Oversight Committee shall only take into account, as applicable, the factors set out in paragraph 8. i. to attempt to resolve the dispute;

- iii. if the dispute is not resolved in writing within ten (10) calendar days of the date the TRA Oversight Committee meeting occurred pursuant to paragraph 8. ii. above, the dispute shall be further escalated within the next thirty (30) calendar days to the County's and the City's respective chief administrative officers (or comparable executive management position) for resolution. The Parties' chief administrative officers shall only take into account, as applicable, the factors set out in paragraph 8. i. to resolve the dispute; and
- iv. in the event the dispute is not resolved in writing within thirty (30) calendar days of the date the meeting occurred pursuant to paragraph 8. iii. above, either Party may, within the limitation periods set out in the *Limitations Act* (Ontario) and any successor or replacement legislation, commence mediation and arbitration, before a single mediator/arbitrator, for the final resolution of any dispute not settled by the Parties' chief administrative officers pursuant to paragraph 8. iii. above in accordance with the rules of arbitration of the ADR Institute of Canada. The seat of mediation/arbitration shall be Sarnia, Ontario. The dispute shall first be mediated by the arbitrator over the course of no more than a day. Failing a mediated agreement between the Parties, the dispute shall then be arbitrated before the same arbitrator. The language of arbitration shall be English. Each Party shall bear its own costs of the arbitration, including legal fees, unless ordered otherwise by the arbitrator. The mediator/arbitrator shall be guided by only the factors set out in paragraph 8. i. above in mediating/arbitrating the dispute.

9. Force Majeure Notwithstanding anything contained in this Agreement, neither Party shall be liable for any failure or delay on its part to perform any of the terms, conditions, covenants or obligations of this Agreement, save and except any financial obligations including without limitation any requirement to maintain insurance coverage, to the extent that such failure or delay is the result of a cause beyond its reasonable control including such things as unavailability of material, equipment, utilities, services, an act of God, a fire, an act of the public enemy, an act of Her Majesty in her sovereign capacity, laws, a flood, a quarantine restriction, an epidemic, a labour dispute, a riot, a civil commotion, vandalism, malicious mischief or other similar cause beyond its control and not avoidable by the exercise reasonable foresight (excluding the inability to pay for the performance of such obligation) and

which occurs without the default or negligence of the Party seeking relief. The Party being delayed shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay and the other Party shall not be entitled to any compensation for any loss or inconvenience occasioned thereby. The Party delayed shall however, use its best efforts to fulfill the obligation in question as soon as reasonably possible.

10. General.

- i. This Agreement and the rights, obligations and relations of the Parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario
- ii. This Agreement contains the entire agreement between the City and the County with respect to the subject matter hereof despite any prior discussions, representations and/or negotiations. This Agreement may be amended only in writing and upon mutual consent of both Parties.
- iii. The County may assign this Agreement to any of its successors in interest upon notice to the City. The City may not assign this Agreement or any of its obligations under this Agreement to any other party without the express written consent of the County, which consent may not be unreasonably withheld or delayed.
- iv. Any notice or other communication required or permitted to be given to either Party under this Agreement, shall be made to the other Party by registered mail, prepaid courier, fax or electronic mail (e-mail) at the respective addresses as follows:

if to the City:

City of Sarnia
255 Christina Street North
Sarnia, ON N7T 7N2

Attn: Fire Chief
e-mail: bryan.vangaver@sarnia.ca

if to the County:

The Corporation of the County of Lambton

789 Broadway Street, Box 3000
Wyoming, ON N0N 1T0

Attn: Manager, Emergency Medical Services
e-mail: stephen.turner@county-lambton.on.ca
fax: 519-882-8785

- v. If any covenant, obligation, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable shall not be affected thereby.
- vi. Any waiver of any failure to comply with any term of this Agreement must be written and signed by the City or by the County as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- vii. The relationship of the Parties is solely that of service provider and service recipient. The Parties are and shall at all times remain independent and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations shall be made, or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture or partnership and neither Party shall be bound in any manner whatsoever by an agreements, warranties or representations made by the other Party to any other person nor with respect to any other action of the other Party.
- viii. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- ix. The City covenants and represents to the County that its council of elected officials has authorized the execution of this Agreement and that the City has enacted and/or amended the requisite by-law to give effect to this Agreement.

The Parties have executed this Tiered Response Agreement on this ____ day of February, 2023.

The Corporation of the City of Sarnia

By: _____

By: _____

The Corporation of the County of Lambton

By: _____

By: _____

SCHEDULE 1

To Tiered Response Agreement

TIERED RESPONSE CRITERIA

Any request for response to medical emergencies under this Agreement shall only be made through Dispatch (the Wallaceburg Central Ambulance Communications Centre). This Agreement authorizes the request for tiered response from SFRS to only the following life-threatening emergencies in the community (Responses to Long Term Care Homes and Hospitals are not included within the scope of this agreement):

1. Vital Signs Absent (VSA).
2. Chest Pain*
3. Unconscious / Unresponsive.
4. Choking.
5. Drowning / Near Drowning.
6. Anaphylaxis with a previous history of severe allergic reaction.
7. Uncontrolled bleeding to head, neck, trunk or groin as a result of penetrating trauma.
8. Narcotic overdose with decreased level of consciousness.
9. Motor Vehicle Collisions where Emergency Medical Services have been requested.
10. Upon request of a responding paramedic crew.
11. Calls where CACC has reason to believe that extrication is required, including industrial/farm accidents, or where access to patient is limited/restricted
12. Other life-threatening emergencies where Emergency Medical Services arrival on scene is anticipated by Dispatch to be delayed beyond fifteen (15) minutes.

***without the use of lights and sirens unless specifically requested by Dispatch.**