

THE CORPORATION OF THE TOWN OF LATCHFORD

BY-LAW NO. / 2020-009

BEING A BY-LAW to authorize the execution of a Service Agreement with the District Of Timiskaming Social services Administration Board Emergency Services Program

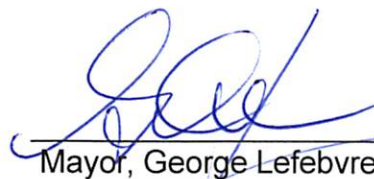
WHEREAS under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS under Section 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

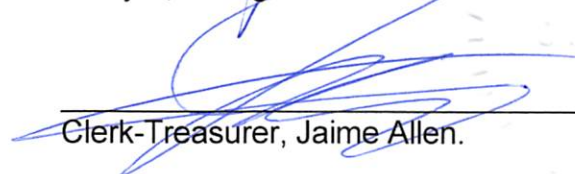
NOW THEREFORE the Council of the Corporation of the Town of Latchford enacts as follows:

"That the Mayor and Clerk be authorized to execute the Tiered Response Agreement with respect to Tiered Response Agreement attached hereto as Schedule 'A' and forming part of the By-law.

READ a FIRST, SECOND AND THIRD TIME and finally passed this 9th day of April 2020



Mayor, George Lefebvre.



Clerk-Treasurer, Jaime Allen.

**Tiered Response Agreement
Between**

The Corporation for the Town of Latchford
(Herein know as FD)

and

District of Timiskaming Social Services Administration Board
Emergency Medical Services Program
(Herein known as DTEMS)

Whereas the DTEMS and the FD wish to enter into a Tiered Response Agreement for the mutual benefit of each service and the betterment of the communities they serve. It is not intended that Tiered Response will place any undue hardship or pressure on either emergency service. Such response is intended to provide a rapid, trained response to the specified situations as listed within this document.

From time to time, this document may require modifications and revisions and will be reviewed annually. However, if there are no revisions brought forward by either party, this agreement shall remain in full force and effect. This agreement may be cancelled by any of the participating agencies, upon giving three months written notice to the other agency.

Notwithstanding this agreement, both parties agree to abide with all forms of patient confidentiality and agree with all provisions of the Personal Health Information Protection Act.

Therefore, the parties agree that within the prescribed areas of response:

- 1. Activation of Tiered Response will Include:**
 - Cardiac or Respiratory Arrest;**
 - Motor Vehicle Collisions with Injuries;**
 - Unresponsiveness;**
 - Any Off-Road Situation:**
 - Any and all Air Ambulance Helicopter Landings within the area;**
 - At the request of the Paramedics.**

- 2 It is recognized that the foregoing becomes the major basis for activation of this agreement. However, it is agreed that should the responding DTEMS unit not be available or cannot be activated within eight minutes of the receipt of the emergency code 4 response call, the FD will be requested to respond and assist until the DTEMS unit becomes available and arrives at the scene.

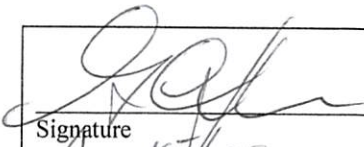

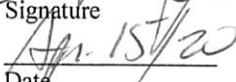
- 3 It is recognized, acknowledged and understood that the FD may not be in a position to respond to a Tiered Response request when otherwise occupied in the business of the FD or for other reasons as determined by the senior on-duty fire officer.

The North Bay Central Ambulance Communications Centre (CACC) will notify the FD in the event of an emergency that meets the criteria as listed in articles 1 and 2. If at the time of activation, the FD is unable to respond the FD will immediately notify the CACC of this fact, who will relay this information to the responding DTEMS unit.

- 4 The FD will ensure that firefighters responding to medical calls are certified to a minimum of First Aid and CPR and that such certification is kept current. DTEMS may be in a position to assist with mandated recertification in order to assist the FD with this requirement. Such arrangements will be discussed where requested and approved if mutually agreed by the DTEMS Chief and the FD Chief.
- 5 That the FD will respond to medical calls with the sole intention of providing supportive medical care, up to and including First Aid and CPR, and shall not attempt transport patients under any circumstances. If the FD is equipped, trained and certified to provide external defibrillation, the FD agrees to apply such training and equipment as required.
- 6 DTEMS agrees to re-supply the FD, at no charge, with expended medical equipment used by the FD in response to activated tiered response calls. Such replacement shall be to the extent of those items normally stocked by DTEMS,

- 7 If situations arise between the parties that require immediate resolution and or investigation the EMS Duty Officer is available 24/7 through the EMS Operations Line (1-855-846-8911) or North Bay CACC (1-800-573-4327); and may be contacted at any time by the senior on-duty fire officer as the need arises.
- 8 Upon request, FD training aimed at enhancing the cooperation between Fire and EMS will be made available by DTEMS where such training is mutually agreed to be offered by the DTEMS Chief and the FD Chief.
Training may consist of but not limited to,
 - Introduction to EMS response
 - Equipment types and locations
 - Stretcher removal and handling
 - Recertification training in First Aid and/or CPR
 - Any additional training deemed beneficial by EMS and Fire Officials.
- 9 There shall be no transfer of liability from one agency to another through this agreement. At no time associated with any FD tiered response call can the FD invoice or require funding in any way for costs associated with providing EMS tiered response assistance as outlined in this agreement.
- 10 If available, this agreement shall accompany a resolution or memorandum of understanding from the municipality or municipal council, authorizing and approving participation of the FD in the Tiered Response Agreement.

11 The authorized representative of each partner agency shall sign this agreement. With attachments as applicable.

 Signature	 Title
 Date	
For The Corporation for the Township of Latchford	

_____ Signature	_____ Title
_____ Date	
For District of Timiskaming Social Services Administration Board	

Original Agreement Date- _____

Amended Agreement Date- _____