



## MEMORANDUM

**To:** Mayor Foxtan & Members of Council

**From:** Ashley Sage, Clerk

**Re:** **ADDENDUM TO AGENDA – Committee of the Whole Agenda for October 12, 2021**

**Date:** October 8, 2021

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Staff are seeking the authority of Council to add as an Addendum to the October 12, 2021 Committee of the Whole Agenda the following items:

1. Amend item 9.2 Report No. CLK-19-2021: Suspend the Rules of the Procedural By-law.

Legal counsel advised Staff late yesterday afternoon that they now have a meeting conflict for October 25<sup>th</sup> and asked for a new scheduled date to appear before Council. The new date reflected in the staff report is November 22<sup>nd</sup> at 6:15 pm to convene an earlier start time to address a Closed Session item,

2. Add item 9.5 Report No. CAO-26-2021: Joint Training Service Level Agreement (Fire Department).
3. Add Closed Session item 12.1 Report No. CAO-28-2021: “personal matters about an identifiable individual, including municipal or local board employees” (Municipal Act section 239(2)(b)).
4. Report No. CAO-29-2021: “personal matters about an identifiable individual, including municipal or local board employees” and “labour relations or employee negotiations” (Municipal Act section 239(2)(b) and (d)).



**GOVERNANCE & PROTECTIVE SERVICES**

October 12, 2021

**SUSPEND THE RULES OF THE PROCEDURAL BY-LAW – AMEND THE NOVEMBER 22, 2021 REGULAR COUNCIL MEETING START TIME**

**RECOMMENDATION**

The Clerk recommends:

1. **THAT Report CLK-19-2021 be received;**
2. **AND THAT Council suspend the rules of the Procedural By-law to amend the start time of the Regular Council Meeting scheduled on November 22, 2021 to start at 6:15 p.m. to address a Closed Session Item;**
3. **AND THAT the Clerk be authorized to provide public notice as it relates to the amended start time.**

**1. PURPOSE**

The purpose of this Report is to seek Council's approval to amend the start time for the Regular Council Meeting scheduled on November 22 to begin Closed Session at 6:15 p.m., followed by the Regular Council Meeting to commence at its regular 7:00 p.m. start time.

**2. BACKGROUND**

In accordance with Council's Procedural By-law, a previously established meeting schedule for all Regular Council, Committee of the Whole and Public Planning meetings has been prepared for 2021. The Procedural By-law outlines the start time for when all these meetings begin and notice requirements.

**3. OPTIONS AND ANALYSIS**

A closed session item is expected to be presented by staff at the November 22, 2021 Regular Council Meeting. To accommodate a guest who will be attending the Closed Session portion of the meeting, staff are recommending that the Closed Session portion of the Regular Council Meeting be moved up in the agenda to be addressed first and that it begins at 6:15 p.m. Staff expect that the closed session item will take approximately 30 minutes, following this item, Council would then commence the Open Session portion of the agenda that will begin at its regular start time of 7:00 p.m.

For Council to amend this meeting time to start at 6:15 p.m. to address the Closed Session item first, Council would need to adopt a resolution to suspend the rules of the Procedural By-law to amend the start time of the Regular Council Meeting on November 22 to start at 6:15 p.m. to address a Closed Session Item and that the Clerk be authorized to provide public notice as it relates to the amended start time. A two-third majority vote on this motion is required.

With the adoption of the revised meeting start time, staff will update the Township website accordingly and provide all necessary notice. The adoption of this motion by Council at the Committee of the Whole meeting is also required, so staff may proceed with providing notice of the amended meeting start time.

#### 4. FINANCIAL IMPLICATIONS

None.

#### 5. ATTACHMENTS

None.

**For further information on the contents of this Report, please contact Ashley Sage, Clerk, at 519-632-8800 ext. 122 or via email at [asage@northdumfries.ca](mailto:asage@northdumfries.ca).**

Report Prepared and Respectfully  
Submitted By:



Ashley Sage,  
Clerk

Report Reviewed By:



Andrew McNeely,  
Chief Administrative Officer



**GOVERNANCE & PROTECTIVE SERVICES COMMITTEE**  
**October 12<sup>th</sup>, 2021**

**JOINT TRAINING (SHARED) SERVICES AGREEMENT – FIRE DEPARTMENT**

**RECOMMENDATION**

The Chief Administrative Officer recommends:

1. **THAT CAO Report No. 26-2021 be received;**
2. **AND THAT Council approves the Shared Township Fire Services Training Program Service Level Agreement between the Townships of North Dumfries, Wellesley, Wilmot, and Woolwich, subject to any minor revisions as required by the Chief Administrative Officer;**
3. **AND THAT the Mayor and Clerk be authorized to execute the Shared Township Fire Services Training Program Service Level Agreement.**

**1. PURPOSE**

The Purpose of this Report is to present to Council for approval a Shared Services Agreement between the four Waterloo Townships to facilitate joint training opportunities for the Fire Service.

**2. BACKGROUND**

**2.1 Context**

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On February 22, 2021, KPMG provided a presentation to Township of North Dumfries and Township of Wilmot Councils followed by a presentation on February 23, 2021, to the Township of Wellesley and Township of Woolwich. The KPMG presentation was supplemented by a Staff Report [CAO Report No. 04-2021].

The Resolution adopted by Council at the February 22<sup>nd</sup> Meeting arising from the KPMG presentation was as follows:

1. *THAT Bruce Peevers and Esther Lin from KPMG and their presentation on the Final Report for the Joint Services Delivery Review be received with thanks;*
2. *AND THAT CAO Report No. 04-2021 be received;*
3. *AND THAT the Chief Administrative Officer return to Council with a follow-up Report on key conclusions and opportunities for service enhancements, streamlining initiatives and cost containment opportunities arising from the KPMG Joint Service Review Study (Phase 1) completed on behalf of the four Waterloo Region Townships*

The intent of the Service Delivery Review was to improve the understanding of the services currently provided by the four Waterloo Townships and to provide better information that will allow the respective Councils and Staff the opportunity to make more informed strategic choices regarding those services.

Phase I of the Service Delivery Review focused on the following program areas:

- i) Fire Department
- ii) Emergency Management
- iii) Library Services
- iv) Information Technology
- v) Corporate Communications

The Service Delivery Review program was designed to investigate current services and their delivery approach, identify potential changes to service delivery methods and/or service levels, highlight opportunities for innovation and leveraging technology, and, recommend changes that will improve efficiency and effectiveness.

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The recommendations specific to the Fire Service are as follows:

Firefighter Training (Page 24 KPMG Presentation):

1. Formalize a fire service agreement for shared services in procurement, firefighter training and fire prevention/public education.
2. Develop a joint procurement program for the four Townships that would allow collaborative purchase of common services, commodities, and equipment.
3. Develop a business plan for a joint firefighter training program, for example:
  - Joint or rotating training sessions across the four Townships

- Shared training officers and fire personnel with specialized expertise
4. Initiate discussions with the Region for greater access and usage of the WRESTRC facility.
  5. Explore feasibility to identify a joint Training Coordinator to liaison and coordinate access to the WRESTRC training grounds.
  6. Identify and explore feasibility of joint public education initiatives.

The Township CAOs and the respective Fire Chiefs have met on several occasions to discuss the recommendations and associated implications arising from the KPMG Phase 1 Report. The initial focus of work has been to leverage and grow opportunities on joint training of fire suppression and rescue personnel, and, the new recruit / probationary firefighter training program.

As part of future Reports to Council further work arising from the KPMG study will present shared opportunities related to: Fire Prevention & Public Outreach / Education campaigns, and, Joint Purchasing.

This Report focuses on the opportunities to grow capacity and contain costs through a Joint Training initiative amongst the four Township Fire Departments.

### **3.0 OPTIONS AND ANALYSIS**

#### **Joint Training – Framework & Objectives**

The four Townships have identified some common goals, efficiencies and objectives resulting from the KPMG consulting report.

The four Township Chief Administrative Officer's tasked the Fire Chiefs to develop a vision and deliverables that would grow capacity and expand opportunities for specialized training beyond the current training regime that has historically been vested within each Department.

The initial working session with the Township CAO's and Fire Chiefs identified a common need to develop a joint Recruit training program and to build in future capabilities that will provide continued focus on existing firefighters, prepare the next generation of fire personnel and to meet the ever-changing and evolving demands of the Fire Service. There is a corresponding need for collaboration with the three city fire services and continue to work with allied agencies for integrated, multi-agency response to situations. Working with the City departments is a natural fit however, working with

other allied agencies will be left for future discussions due to the current Pandemic environment.

Consistent with the framework of Joint Training as outlined in the KPMG study, the four Township Fire Chiefs built upon the guiding principles that will encourage collaboration and growth in our collective firefighter training programs. A summary overview of the principles are:

- Training will be dedicated to enhancing the readiness of all Part-time Volunteer Firefighters within the Townships and to preserve and protect the lives, health, and property of the citizens of the respective Municipalities;
- Training should adopt a balanced approach to centralized and integrated training for the four Township fire services, while taking advantage of other decentralized delivery methods and technologies where appropriate (e.g.: WRESTRC, Regional Training Centre, e-learning, mobile props, specialized services such as water rescue, advanced Extrication, low angle ropes etc.).
- Training may include a research component for the purposes of testing new and existing equipment that may be used to for purpose of collaborative equipment purchases and to enhance the training experience for Firefighters.
- Training should look beyond the current needs of the Fire Service and begin to forecast future needs coupled with growth of the respective Townships and include demographics, building stock and specialized rescue needs;
- Training should address the need for cross-agency learning to respond to the increasing number of emergency situations requiring joint and coordinated action.
- A Steering committee shall be established consisting of the Township Fire Chiefs who will provide governance and oversight of the program.
- A committee consisting of Training Officers from the four Townships shall be created to move this vision document forward and report all findings back to the Fire Chiefs for actions.

The Fire Service must provide training to an accepted standard which will ensure the continuous development of all personnel in the current practices of fire prevention, fire suppression and rescue, control of emergency situations, at the same time meeting the

requirements of the *Occupational Health and Safety Act* including the Section 21 Guidance Notes.

The Fire Chiefs of the four Townships have endeavoured to provide adequate training for their staff by meeting many of the requirements of the National Fire Protection Association (NFPA) standards or Ontario Fire Service Standards and the Office of the Fire Marshal and Emergency Management (OFMEM), the Ontario Firefighter Curriculum as administered by the Ontario Fire College (OFC).

Following the program models from Oxford County and Wellington County, the four Townships shall identify a comprehensive and collaborative training needs program.

Conducting a comprehensive training needs assessment will provide an opportunity to catalogue and assess the effectiveness of current training programs and delivery methods; and secondly, assist in the design of future program requirements that account for changes that are required in the field of emergency services delivery, and thirdly, to investigate the potential opportunities and benefits of providing structured training through a formal joint Township training program.

For 2021/22 the four Townships have identified Recruit Training and Officer Development as an immediate priority.

The four Townships have the luxury of utilizing the WRESTRC Training facility on Erb Road adjacent the Waterloo landfill site. This facility will allow training to be conducted on evenings and weekends and still allow firefighters to return home each day of training due to its proximity. WRESTRC has all the necessary elements to provide a fulsome training experience such as live fire using real smoke, various training props and a 5-storey building to conduct multi floor training evolutions. WRESTRC is a shared facility and therefore appropriate scheduling will be necessary.

Wilmot Fire Department will provide support utilizing the Administrative Assistant and two part-time training officers. This support will include registrations, sign offs, training documentation or any other scheduling or administrative coordination requirements. This cooperation will ensure accuracy and appropriate timing based on the annual training calendar as approved by the Training Committee and finally the Steering Committee.

The Training Committee will be tasked with the overall development and delivery of the various training programs. Further, the Training Committee will be required to create Operational Guidelines (OG's) or Policies that meet the requirements of the *Occupational Health and Safety Act* Section 21 guidance notes or any other OG's or Policies deemed necessary by the Training Committee. The Training Committee may

refer to OG's that exist amongst the Four Townships as a reference to create any new OG's and once finalized shall be submitted to the Steering Committee for final approval.

### **Standardization**

It has been identified that a standardized training model will lead to a more consistent and cost-effective delivery of training. This has been witnessed in both Oxford County and Wellington County which have previously implemented a Joint Training program amongst their respective Fire Departments.

The implementation of a Joint Training program will also lead to a consistent method of operations at an emergency incident or when Automatic Aid, Mutual Aid or the departments must deal with large scale emergencies or specialized rescues.

Standardized training will also lead to a better quality of operations overall and enhance the local fire department's capabilities. Recruiting and retention of firefighters is becoming more and more of a challenge in today's mobile society. Standardization of training would promote the use and transfer of firefighter's skills/knowledge within the four Township Fire Services. Annual recruitment of candidate probationary firefighters would still remain within the sole responsibility of each Township to complete, however, the training of the recruit / probationary firefighters would be delivered through the Joint Training initiative.

### **Technology Utilization**

The elements of a good training program are theory, practice, test, and documentation to meet the requirements of the *Occupational Health and Safety Act* and to provide for robust and comprehensive training program.

Training activities in all current and future fire stations should be required to have connectivity for a suite of internet-based options to allow for e-learning or hosted presentations ensuring that all participants are receiving a consistent message.

The four Townships already utilize Target Solutions, this coupled method of training can provide some cost saving for administrative time and increase accuracy. The information technology (IT) infrastructure needs would consist of high-speed internet, desktop or laptop computers, projectors, flat screen TV, cameras etc., most, if not all this equipment exists today.

Training and support for the users of this technology would need to be provided when required. Target Solutions will provide a shared database for a training records management that will be utilized by all of the Fire Departments. Target solutions has a low-cost Enterprise hub that will link the four Township systems together for efficient

and accurate reporting while maintaining independence for each Township to continue their regular day to day operations and in-house training.

Township Fire Services provide several core services to the communities they serve, these core services dictate how they provide emergency response in their respective Municipalities as identified in each Department's Establishing and Regulation Bylaws.

The type and level of core service also determines their training requirements. The Townships share the same core suppression requirements, auto extrication and medical training needs. This will make the alignment process easier to navigate and with all four Townships using the NFPA standards, we are in an admirable position to move this important project forward.

Some training is taking place on a shared basis at the present time, but it is not formalized. When a Fire Chief decides they need to provide a certain type of training they will often invite a neighbouring department to participate. Although, this seems to work it is not the best way to plan for training and more related to annual budgetary restrictions and long-term planning. Larger Classes should be provided in a formal manner and with appropriate oversight to follow the annual training calendar and ensure all requirements are met. Larger class sizes provide more efficient use of instructor staff, facilities and resources which leads to efficiencies and stabilizes cost increases.

A formal body of instructors will be established by the four Townships for the provision of joint training. The formal structure would identify those that are certified following NFPA standards and would identify instructors that have unique skills or knowledge that can be utilized. Firefighters may have certification, but this alone does not create good instructors. Lead instructors need to be established with a mentoring program. This would require potential instructors to shadow and demonstrate their skills. The process would include an evaluation format that the Training Committee would review and select accordingly. This data base would then feed into all identified training as outlined in the annual training calendar.

This collaboration would reduce the time impact on instructors which should reduce burnout and provide a sustainable market for new instructors. Specialized standards may require 3<sup>rd</sup> party, Regional Training Centre or possibly a partnership with the City Fire Departments for training opportunities. This matter will be fleshed out and will be researched and explored as needs arise.

Included as Attachment No. 1 to this Report is a draft of the Shared Township Fire Services Training Program Agreement. This Agreement is designed to articulate the shared vision of the four Townships as it pertains to the Joint Training initiative, and, outlines the governance structure to ensure that the program remains focussed on the key objectives / deliverables. Wilmot Township has agreed to provide administrative

support to assist in the coordination of the Joint Training initiative. The Agreement, upon execution, will ensure going forward that a consistent and focussed program is developed to support the Fire Services for the future.

#### 4. FINANCIAL IMPLICATIONS

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There are no financial impacts on the 2021 or 2022 Budget for the Fire Department through the implementation of the Joint Training program. There is the singular cost associated with the joint purchase of the Enterprise link for Target Solutions. The software link would cost \$645 plus HST annually and split 4 ways by each Township partner. This expenditure can be funded through the Department's current software license budget allowance.

Each Department would be responsible for the purchase of teaching aids, materials and/or external registration costs. These expenditures are presently captured within the annual training budget of the Fire Department and this joint initiative can be captured within the current allowance.

The most significant financial implication arising from this Joint Training program will be cost containment. Through the pooled resources of the four Townships a more comprehensive training program can be developed, including specialized training, that will be at a cost level lower than what North Dumfries could have delivered in isolation. The involvement in the Joint Training initiative represents a cost containment measure while simultaneously exposing our personnel to a broader range of training opportunities.

#### 5. ATTACHMENTS

1. *draft* Shared Township Fire Services Training Program Agreement

**For further information on the contents of this Report, please contact Andrew McNeely, Chief Administrative Officer, via email at [amcneely@northdumfries.ca](mailto:amcneely@northdumfries.ca)**

Report Prepared By & Respectfully Submitted,



Andrew McNeely,  
Chief Administrative Officer

# Township Fire Services Shared Training Program Service Agreement

THIS Agreement is made as of the \_\_\_ day of \_\_\_ 2021

BETWEEN:

The Corporation of the Township of North Dumfries  
(hereinafter called "Township of North Dumfries")

OF THE FIRST PART

-and-

The Corporation of the Township of Wellesley  
(hereinafter called "Township of Wellesley")

OF THE SECOND PART

-and-

The Corporation of the Township of Wilmot  
(hereinafter called "Township of Wilmot")

OF THE THIRD PART

-and-

The Corporation of the Township of Woolwich  
(hereinafter called "Township of Woolwich")

OF THE FOURTH PART

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

**AND WHEREAS** the above Parties wish to exercise a shared services approach to the respective needs for fire service training, specifically a Township Fire Services Shared Training Program;

**AND WHEREAS** it is deemed beneficial to share services between the Townships to create efficiencies and consistent training to volunteer firefighters for each Township;

**AND WHEREAS** the Township Fire Services Shared Training Program shall be governed by the Township Fire Chiefs and will be known as the "Steering Committee";

**AND WHEREAS** the Township Fire Services Shared Training Program shall consist of a Training Committee comprised of one Training officer from each Township and shall be responsible to create the annual calendar with training subjects as approved by the Township Fire Chiefs and shall be known as the "Training Committee";

**AND WHEREAS** the Township of Wilmot shall provide administrative support utilizing two part-time Training Officer(s) for the Township Fire Services Shared Training Program;

**AND WHEREAS** the Township Fire Services Shared Training Program shall utilize existing resources deemed necessary to conduct training and shall include the use of Waterloo Region Emergency Services Training and Research Centre (WRESTRC);

**NOW THEREFORE** the parties hereto agree as follows:

**DEFINITIONS:**

1. In this Agreement, including in the recitals hereto, the following capitalized terms shall have the following respective meanings:

"Agreement" means this agreement, including the recitals, as the same may be amended from time to time by the Townships and references to sections or subsections, means sections or subsections of this Agreement.

"Administrative Support" means the provision of resources by a Township to another Township to support maintenance, data input, and training coordination for the Township Fire Services Shared Training Program and shall be referred to as the "Providing Party".

"Fire Chief" means the Fire Chief or delegate of any of the Fire Departments from the four Townships.

"Providing Party" means the Wilmot Fire Department providing Administrative support to the Parties.

"Steering Committee" means the Fire Chiefs from each Township.

"Training Committee" means one Training Officer from each Township as assigned by the Fire Chief.

"Parties" means, collectively, The Corporation of the Township of North Dumfries, The Corporation of the Township of Wellesley, The Corporation of the Township of Wilmot, The Corporation of the Township of Woolwich and "Party" means any one of them.

## **TERM AND TERMINATION**

2. The Agreement shall remain effective for three (3) years from the date of signature. If not expressly renewed in writing or supplanted by a succeeding agreement, this Agreement shall be deemed to have been automatically renewed for a period of indefinite duration unless and until one of the parties provides written notice of termination as contemplated in paragraphs three (3), four (4), five (5) and six (6) below.
3. Notwithstanding the provisions of this agreement, any of the Parties may withdraw from the Agreement upon providing twelve months' prior notice in writing to the other Parties.
4. If notice of withdrawal from this Agreement is provided by one or more of the Parties, The Township of Wilmot shall continue to provide the services described in this Agreement to the Party or Parties withdrawing until the expiry of the twelve-month notice period, unless the provision of these services is waived by the Party or Parties withdrawing from this Agreement.
5. If notice of termination is provided by one or more of the parties, the withdrawing Party or Parties shall continue to remit and shall be liable to pay to the Township of Wilmot the consideration described in Appendix A of this Agreement until the expiry of the twelve (12) month period.
6. If one or more of the Parties withdraws from this Agreement, the terms of the Agreement shall remain in effect as between the remaining Parties, and the total consideration payable to the Township of Wilmot shall be apportioned between the remaining Parties which have not withdrawn from the Agreement, or as mutually agreed upon by the participating Parties. All monies owing up to the last quarter of the Party(ies) that withdraw from this agreement shall still be considered payable.
7. Where the incumbent part-time Training Officer(s) or Administrative Assistant are terminated or resign from the position, or are unavailable for long periods (such as illness

or vacation) the Township of Wilmot will not be responsible to provide an immediate replacement Training Officer or Administrative support from their existing staff or volunteer firefighter staff, but it is expected that the Township of Wilmot shall fill the vacancy as soon as possible following the Township of Wilmot recruitment requirements.

#### **GENERAL SERVICE PROVISIONS:**

8. Details and terms/conditions of the services to be provided are outlined in Appendix A and form part of this Agreement.
9. The Township of Wilmot agrees to provide Administrative Support and two part-time Training Officer(s) to assist with program coordination. Township of Wilmot will assume all employer responsibilities and entitlements. The actions of the employee(s), as with all employees are insured through the Township of Wilmot insurance policy. Further, the pay range for the incumbents will be based on the Township of Wilmot Payroll Grid.
10. The Township of Wilmot part-time training officer(s), Administrative Support Steering Committee and Training Committee will perform duties related to Shared Township Fire Services Training Program as outlined in Appendix A of this agreement.
11. Each participating Township agrees to contribute one-fourth of the cost of the services, which shall not include Township of Wilmot Staff costs, for all expenses incurred by the Township of Wilmot for any costs associated directly to the Shared Township Fire Services Training Program as outlined under Appendix B of this Agreement and approved by the Steering Committee and identified in the annual council approved budget for each Township.
12. The Township of Wilmot will invoice each participating Township every quarter, for one-fourth (25%) of all costs directly related to the Shared Township Fire Services Training Program for the quarters ending in March, June, September, and December of each year.
13. All participating Townships agree that the Township of Wilmot part-time Training Officer(s) positions will be based on the Shared Township Fire Services Training Program needs and will require a flexible work schedule to accommodate the needs and circumstances of the Shared Township Fire Services Training Program and the Township of Wilmot Training Program and further, will be a collaborative effort, utilizing all Township fire department's Training Officers (Training Committee) and instructors as required by the approved Shared Township Fire Services Training Program annual training calendar.
14. Should the Township of Wilmot Fire Chief identify workload issues arising from the Shared Township Fire Services Training Program, the Township of Wilmot Fire Chief shall inform the Steering Committee in writing and the Parties shall collaboratively determine how to proceed.

**FIRE SERVICES COMMITTEE:**

15. The Parties shall establish a Steering Committee, which shall be composed of the Fire Chiefs (or their respective designates) of the Parties. The Steering Committee shall operate on a consensus basis for issues that affect all Parties.
16. The Parties shall establish a Training Committee, which shall be composed of one Training Officer (or their respective designates) of the Parties. The Training Committee shall operate on a consensus basis for issues that affect all Parties.
17. The Parties are authorized to establish and revise operational policies and guidelines to facilitate the delivery of services identified in this Agreement. Each Party agrees to adhere to all operational policies and guidelines established by the Training Committee as approved by the Steering Committee, subject to Council approval if required.

**SERVICE COMMENCEMENT DATE**

18. This Agreement shall come into force on the date that all signatories have signed and placed their corporate seals unto.

**LIABILITY AND INDEMNITY:**

19. The Parties agree to indemnify and save each other harm, along with their respective Councillors, officers, employees and agents from any liability, action, claim, loss, damage, payment, cost, fee, fine surcharge, recovery of expense, including assessable legal fees arising out of the performance of their respective obligations under this Agreement, save and except in respect of any liability, action, claim, loss, damage, payment, cost, fee, fine surcharge, recovery of expense, including assessable legal fees, directly attributed to, arising from, or caused by the negligence or breach of a contractual obligation hereunder by any party hereto.
20. Notwithstanding that set forth in paragraph nineteen (19) above, the Parties agree that no Party or Parties shall be held responsible for damages caused by delay or failure to perform its or their undertakings under the terms of this Agreement when the delay or failure is due to fires, strikes, pandemics, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers which cannot reasonably be foreseen or provided against.
21. Notwithstanding any other provision in this Agreement or any applicable statutory provisions, none of the Parties shall be liable to any other Party for special or consequential damages or damages for loss of use arising directly or indirectly from any

breach of this contract, fundamental or otherwise, or from any tortious acts or omissions of their respective employees or agents, save and except when such damages or losses are directly attributed to, arise from, or are caused by the breach of contractual obligation, fundamental or otherwise, or from tortious acts, including negligence, by any party or parties hereto, including its or their respective employees or agents. Without limiting the generality of the foregoing, the parties specifically agree that the Township of North Dumfries, Township of Wellesley, Township of Wilmot, and the Township of Woolwich shall not be liable for any damages arising as a result of injury or damage caused or sustained by personnel, apparatus, or equipment of the fire departments of the parties while engaged in the provision of Shared fire training services by the parties. Nothing in this provision shall be interpreted to affect or interfere with the right of any of the parties to take action to enforce the terms of this Agreement.

22. The Parties hereto agree that no provision herein, or any part thereof, shall be interpreted or act to affect, restrict, prohibit, or interfere with the right of any party or parties hereto, either individually or in combination, to demand or otherwise take action or commence proceedings to enforce the terms of this Agreement.

**THIRD-PARTY RIGHTS:**

23. This Agreement is not intended to and does not create any rights or confer any benefits on any other person other than the Parties and their respective Fire Departments.

**AMENDMENT:**

24. The Parties may amend this Agreement from time to time by further written memorandum, signed by all Parties.
25. Should any of the Parties wish to amend the terms of this Agreement, they shall provide a minimum of ninety days' written notice to the other parties of the proposed terms of this Agreement.

**DISPUTE RESOLUTION:**

26. If a dispute(s) arises between the Parties which cannot be resolved, the Parties shall submit the dispute(s) in writing to the Wilmot Fire Chief who will forward and coordinate with the Steering Committee for resolution.
27. If a dispute(s) is submitted to the Steering Committee, the decision(s) of the Steering Committee shall be final and binding upon the Parties to this agreement and will be submitted in writing. Where necessary, decisions of the Steering Committee shall be determined by a majority vote of all Fire Chiefs.

28. If the Steering Committee cannot agree or come to a majority consensus on the dispute(s), the written dispute(s) shall be submitted to the Four Township CAOs for arbitration. The CAOs' decision(s) shall be final and binding upon the parties to this agreement and shall be submitted in writing to the Steering Committee and the Training Committee. Where necessary, decisions of the CAOs shall be determined by a majority vote of all CAOs.

**GENERAL PROVISIONS:**

29. This Agreement is not assignable without the written consent of all of the Parties. Any attempt to assign any of the rights, duties, or obligations of this Agreement without written consent is void.

30. Any notice under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canada post office, addressed, in the case of notice to the Township of Wilmot and, in the case of notice to any of the Parties, or to any other address as may be designated in writing by the Parties, and the date of receipt of any notice by mailing shall be deemed conclusively to be ten (10) days after the mailing.

31. The Parties agree that each of them shall, upon reasonable written request of the other, do or cause to be done all further lawful acts, deeds, and assurances whatever for the better performance of this Agreement.

32. It is intended that all provisions of this Agreement shall be fully binding and effective between the Parties, but if any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatever then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

33. This Agreement shall be governed by and construed following the laws of the Province of Ontario and the laws of Canada applicable therein.

34. Subject to the restrictions on transfer and assignment, this Agreement shall enure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

[SIGNING PAGE FOLLOWS]

**IN WITNESS WHEREOF** the Parties hereto have affixed their Corporate Seals attested by the hands of their proper officers and further this agreement shall be signed in counterpart with the parties named below and a copy of each counterpart shall remain attached to and form part of this agreement.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

The Corporation of the Township of North Dumfries

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Clerk,

The Corporation of the Township of Wellesley

\_\_\_\_\_  
Mayor,

\_\_\_\_\_  
Clerk,

The Corporation of the Township of Wilmot

\_\_\_\_\_  
Mayor,

\_\_\_\_\_  
Clerk,

The Corporation of the Township of Woolwich

\_\_\_\_\_  
Mayor,

\_\_\_\_\_  
Clerk,

**END OF DOCUMENT**