

all operations related thereto, including arranging for additional assistance that may be required and the determination as to the termination of the emergency incident. The provision of the Emergency Response Services shall include all required reporting after termination of the emergency event and response.

4. Notwithstanding section 3, Seguin may may:
 - a) refuse, in its sole discretion, to supply “Emergency Response Services” or any component thereof to a call for response if the Fire Chief determines that the personnel and/or apparatus and equipment are required for and/or responding to an incident or incidents within the Township of Seguin or is otherwise unavailable;
 - b) order the return of such personnel, apparatus and/or equipment that is responding to or is at the scene of an incident in the Response Area if the Fire Chief determines that the personnel and/or apparatus and equipment are required for an incident or incidents within the Township of Seguin.

The Fire Chief or designate will advise The Archipelago where and when possible of the inability of Seguin to provide the Emergency Response Services to the Response Area.

5. Notwithstanding anything contained herein,
 - a) No liability shall attach or accrue to The Archipelago by reason of any injury or damage sustained by the personnel, apparatus or equipment of the “Fire Department” while engaged in the provision of “Emergency Response Services” in the “Response Area” save and except any such injury or damage that is occasioned or incurred as result of the negligence of The Archipelago.
 - b) No liability shall attach or accrue to “Seguin” for failing to respond or supply any of the “Emergency Response Services” in the “Response Area” during such times as the “Fire Department” are otherwise engaged in emergency response activities or are unavailable for any other reason.
6. The fire apparatus and personnel of the “Fire Department” that may be available to respond to calls to respond to incidents within the “Response Area” are described in Appendix II of this Agreement subject to the limitation set out in section 4 above.
7. Seguin shall defend, indemnify and save harmless The Archipelago its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Seguin, including without limitation , its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of Emergency Response Services. This indemnity expressly excludes any non-delivery of Emergency Response Services pursuant

to section 4 of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by Seguin in accordance with this Contract and shall survive this Contract.

8. Seguin agrees to defend, indemnify and save harmless The Archipelago from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Seguin's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.
9. Seguin warrants that it has the appropriate type and amount of insurance for a municipal corporation of the size and composition similar to Seguin and which municipal corporation has established a fire department staffed primarily by volunteer firefighters.
10. This Agreement shall be in force for the period commencing on January 1st, 2026 and expiring on December 31st, 2028.
11. Notwithstanding Item #7 above, this Agreement may be terminated, at any time, by either party giving written notice to the other party, three (3) months prior to the desired termination date.
12. The Archipelago agrees to pay Seguin for protection at the rate described in Appendix I. Payment will be due within thirty (30) days of billing
13. The "Fire Department" will supply The Archipelago with a detailed report on all responses to the "Response Area". The report shall include the following:
 - i. Time call received
 - ii. Name and civic address of caller
 - iii. Time units leaving hall
 - iv. Time units on scene
 - v. Name incident commander
 - vi. Time situation under control
 - vii. Time of loss stopped
 - viii. Time units leaving scene
 - ix. Time back in service

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Signed on behalf of The Township of Seguin

Mayor

Clerk

Signed on behalf of The Township of The Archipelago

Reeve

Clerk

APPENDIX I

**PAYMENT AS PER AGREEMENT
BETWEEN TOWNSHIP OF SEGUIN AND TOWNSHIP OF THE ARCHIPELAGO**

THE ARCHIPELAGO AGREES TO PAY SEGUIN:

THE RATE OF (FOR THE YEAR 2026) SEVEN HUNDRED AND TWENTY (\$720.00) DOLLARS PER HOUR, FOR THE FIRST HOUR AND FOUR HUNDRED AND THIRTY (\$430.00) DOLLARS FOR EACH ADDITIONAL HALF HOUR OR ANY PART THEREAFTER.

THE RATE OF (FOR THE YEAR 2027) SEVEN HUNDRED AND TWENTY (\$720.00) DOLLARS PER HOUR, FOR THE FIRST HOUR AND FOUR HUNDRED AND THIRTY (\$430.00) DOLLARS FOR EACH ADDITIONAL HALF HOUR OR ANY PART THEREAFTER.

THE RATE OF (FOR THE YEAR 2028) SEVEN HUNDRED AND TWENTY (\$720.00) DOLLARS PER HOUR, FOR THE FIRST HOUR AND FOUR HUNDRED AND THIRTY (\$430.00) DOLLARS FOR EACH ADDITIONAL HALF HOUR OR ANY PART THEREAFTER.

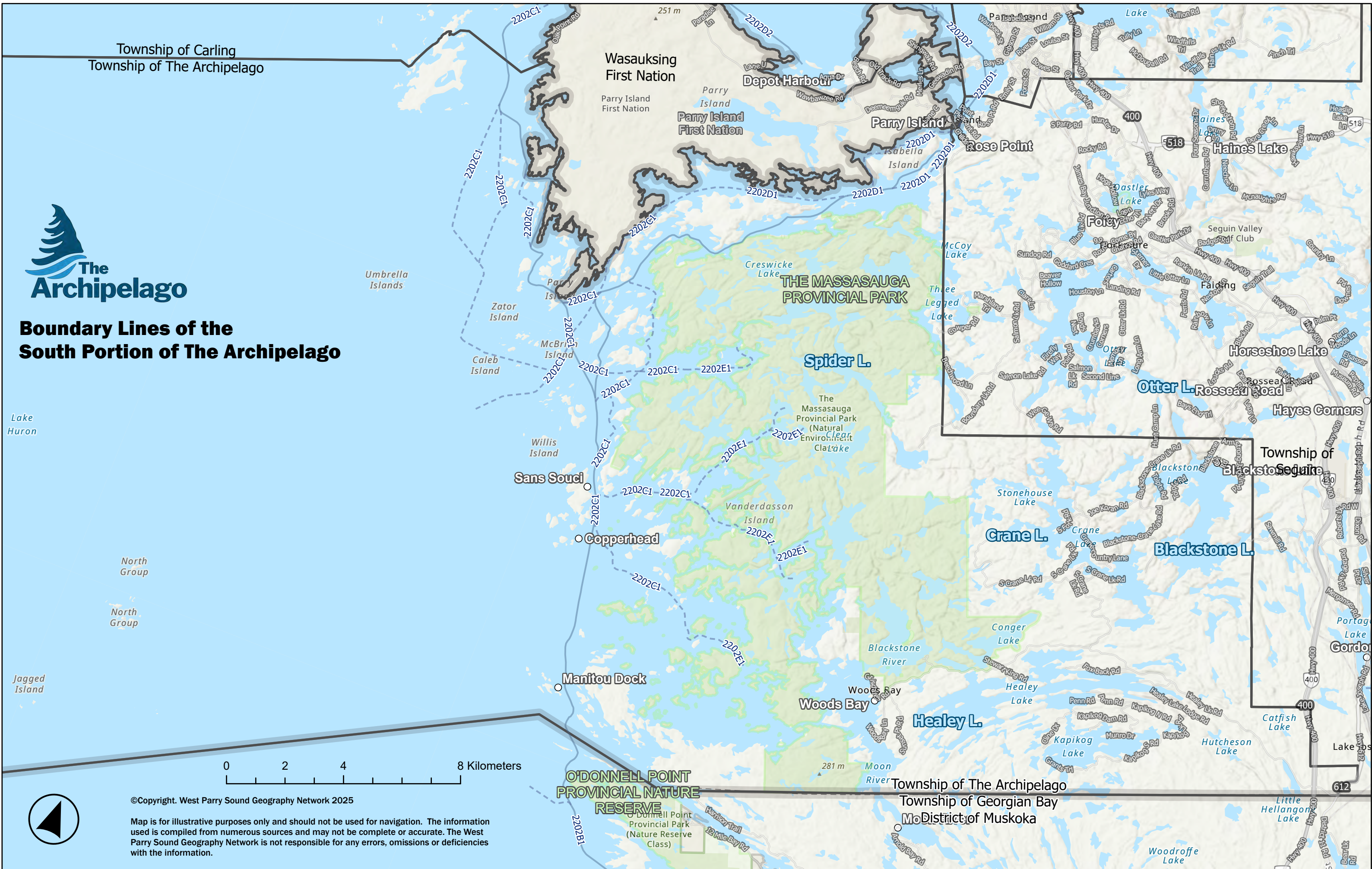
APPENDIX II

SEGUIN FIRE RESPONDING TO OCCURRENCES IN THE “RESPONSE AREA”

Fire apparatus and personnel of the “Fire Department” shall be Dispatched from Humphrey Station 40 and be appropriate to the situation.



Boundary Lines of the South Portion of The Archipelago



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