

Fire Dispatch Services Agreement

THIS AGREEMENT made this _____ day of _____, 20_____

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the “**Town of Tillsonburg**”)

-and-

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

(the “**Municipality**”)

WHEREAS:

1. Pursuant to the provisions of the *Municipal Act*, S.O. 2001, S.O. 2001, c. 25, as amended, the parties have enacted By-laws to authorize an agreement between the parties;
2. The *Fire Protection and Prevention Act*, S.O. 1997, c. 4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;
3. The Town of Tillsonburg operates fire protection services and holds fire protection assets including fire communications personnel and equipment suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within the Town of Tillsonburg;
4. The Town of Tillsonburg has agreed to provide such Fire Communications services to the Municipality

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Services Provided:

1. The Town of Tillsonburg shall supply fire communications services to the Municipality the particulars of which are as described in Schedule “A” to this agreement. The Municipality shall meet its obligations described in the same Schedule “A”.
2. The fire communications services provided by the Town of Tillsonburg shall comply with the Standard Operating Guidelines, which regulate the operation and maintenance of the Tillsonburg Fire & Rescue Services Fire Communications.

Consideration:

3. The Municipality shall pay fees to the Town of Tillsonburg as described in Schedule “B” to this agreement.

Term:

4. This agreement shall remain effective for a period of five (5) years from the date of signature, unless terminated sooner pursuant to the provisions of this agreement. If not terminated or 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 of annual fees to be set in accordance with this Agreement unless and until one of the parties provides written notice of termination as contemplated in this agreement.
5. Notwithstanding the provisions of the preceding paragraph, either of the parties may withdraw from this agreement upon providing six months' written notice to the other party. Any monies owing to the Town of Tillsonburg, and not paid, shall be paid to the Town of Tillsonburg prior to the date of termination.

Service Commencement Date:

6. The Town of Tillsonburg shall provide fire communications services in accordance with this agreement effective on January 01, 2022.

Indemnity and Limitation of Liability:

7. **Indemnity:** Each party (the "**Indemnifying Party**") agrees to indemnify and save the other party (the "**Indemnified Party**") harmless, along with their respective councillors, officers, employees and agents from any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of the Indemnifying Party's obligations under this agreement, save and except in respect of any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, directly attributable to, arising from, or caused by the negligence or breach of contractual obligation hereunder by the Indemnified Party.
8. **Force Majeure:** Notwithstanding that set forth in the preceding paragraph, 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 the agreement when the delay or failure is due to fires, strikes, 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.
9. **Limitation of Liability:** Notwithstanding any other provision in this contract or any applicable statutory provisions, neither party shall be liable to the 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 attributable to, arise from, or are caused by the breach of contractual obligation, fundamental or otherwise, or from any tortious acts, including negligence, by such party, including its or their respective employees or agents. Without limiting the generality of the foregoing, the parties specifically agree that the Town of Tillsonburg shall not be liable for any damages arising as a result of any injury or damage caused or sustained by personnel, apparatus, or equipment of the fire department of the Municipality while engaged in the provision of fire protection services. 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.

10. **Right to Enforcement:** The parties hereto agree that no provision herein, or any part thereof, shall be interpreted or act so as to affect, restrict, prohibit, or interfere with the right of any party hereto, either individually or in combination, to demand or otherwise take action or commence proceedings to enforce the terms of this agreement.
11. **Insurance:** The Municipality shall obtain and maintain throughout the term, including any and all renewal periods, insurance coverage to a minimum of \$5,000,000.00, with a clause naming the Town of Tillsonburg as an additional named insured, against all claims for public liability and property damage which may arise in respect of providing or failing to provide fire dispatch services to the Municipality or from this agreement. The policy shall insure each person, firm or corporation insured hereunder in the same manner and to the same extent as if a separate policy had been issued to each. A certified copy of the insurance shall be delivered to the Town of Tillsonburg's Clerk upon execution of this agreement and copies of any and all renewals shall forthwith be provided to the Town of Tillsonburg. The insurance shall not be cancelled or changed without first giving the Town of Tillsonburg a minimum of 30 days' prior written notice.
12. **Existing Service:** The parties agree the same dispatch system will be used for providing fire dispatch services to the Municipality as are used by and for the Town of Tillsonburg. The Municipality acknowledges and agrees that there is no obligation or requirement of any kind for the Town of Tillsonburg to acquire, use or implement any equipment, technology, information (including mapping data), training, or procedures of any kind whatsoever for the purposes of providing the fire dispatch services under this agreement.
13. **Response to Calls:** The Municipality acknowledges and agrees that nothing in this agreement requires or intends that the Town of Tillsonburg shall physically respond to any call directed or paged to the Municipality's Fire Department and further acknowledges and agrees that the Town of Tillsonburg shall not be responsible for any failure of the Municipality to receive any 911 calls for any reason whatsoever which were directed to Tillsonburg Fire and Rescue and paged by Tillsonburg Fire and Rescue to the Municipality's Fire Department, or for any failure by the Municipality to respond to or to improperly respond to any such 911 calls.
14. **Compliance With Laws and Confidentiality:** The parties undertake and agree that personal information in records delivered to it by the other party will be used for the limited purposes of performing their responsibilities under this agreement. The parties further acknowledge that any personal information obtained from the other party for the agreement will be protected under the terms of their privacy policies and applicable privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

Amendment:

15. The parties may amend this agreement from time to time by further written memorandum.
16. Should any of the parties wish to amend the terms of this agreement, it shall provide a minimum of thirty days written notice to the other party of the proposed terms of amendment.

Dispute Resolution:

17. In the event that a dispute arises or disputes arise between the parties which cannot be resolved, the parties shall submit the dispute or disputes to arbitration using the procedure set out in the *Municipal Arbitrations Act*, R.S.O. 1990, c. M-48, as amended.
18. In the event that a dispute or disputes is submitted for arbitration, the decision or decisions of the arbitrator shall be final and binding upon the parties to this agreement.
19. In the event that arbitration cannot be conducted using the procedure set out in the *Municipal Arbitrations Act*, the parties shall select a single arbitrator, and in the absence of agreement on an arbitrator, the arbitrator shall be nominated by a justice of the Superior Court of Justice of the Ontario Courts under the procedure set out in the *Arbitration Act*, S.O. 1991, c. 17, as amended.

General Provisions:

20. This agreement is not assignable without the written consent of the parties. Any attempt to assign any of the rights, duties or obligations of this agreement without written consent is void.
21. This agreement shall not be in force, or bind any of the parties, until executed by all the parties named in it.
22. This agreement shall take effect upon its execution by the authorized representative or representatives of the Town of Tillsonburg and the Municipality.
23. Any notice under this agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canadian post office, addressed, in the case of notice to the Town of Tillsonburg, to the municipal offices of the Corporation of the Town of Tillsonburg and, in the case of notice to the Municipality, to the respective municipal office of the Municipality, 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 days after the mailing.
24. No change or modification of this agreement (including the schedules to this agreement) shall be valid unless it be in writing and signed by each party.
25. The Town of Tillsonburg and the Municipality agree that no representation, statement or agreement, other than those set out in this agreement, shall be binding upon the parties unless expressed in writing, signed by an authorized representative or by authorized representatives of each and purporting to be expressed in modification of this agreement.
26. 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 the terms and conditions of this agreement.
27. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason what so ever, 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.
28. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

29. Subject to the restrictions on transfer and assignment, this agreement shall endure to the benefit of and be binding on the parties and their respective successors and assigns.

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.

DATED at Tillsonburg, Ontario, the ___ day of _____, 20__.

**THE CORPORATION OF THE TOWN OF
TILLSONBURG**

I am authorized to bind the corporation.

DATED at _____, Ontario, the ___ day of _____, 20__.

**THE CORPORATION OF TOWNSHIP OF
HURON-KINLOSS**

Name: _____

Title: _____

Name: _____

Title: _____

We have the authority to bind the Corporation
of _____

SCHEDULE A

The Town of Tillsonburg shall provide the following services and facilities:

1. A 24 hour, seven days a week, 365 days a year answering service, alert paging service and base radio communications dispatch service fully integrated with a Computer Aided Dispatch (CAD) system.
2. A base station manufactured and installed to industry standards complete with the Municipality Fire Department Dispatch frequency. The Town of Tillsonburg shall operate and maintain these services and facilities from two primary public safety communications consoles located in a municipally owned building at 80 Concession Street, East, Tillsonburg. The building shall be equipped with an automatic transfer emergency generator. In the event of system maintenance and/or upgrades, all parties affected shall be granted twenty-four hours prior notification.
3. An emergency (third) backup base station manufactured and installed to industry standards complete with the Municipality Fire Department Dispatch frequency. The Town of Tillsonburg shall operate and maintain these services and facilities from a public safety communications console located in a municipally owned building at 10 Lisgar Ave, Tillsonburg. The building shall be equipped with an automatic transfer emergency generator. In the event of system maintenance and/or upgrades all parties affected shall be granted twenty-four hours prior notification.
4. Answering, alerting and radio communications dispatch equipment shall be staffed continuously by personnel trained to the core competencies outlined in Ontario Fire Service Communicators Standard and the National Fire Protection Association (NFPA) *1061 Standard for Professional Qualifications for Public Safety Telecommunicators*.
5. Transmission of information shall be seamless from when the information is received from the Public Safety Answering Point (PSAP) until the time an emergency is terminated by the Incident Commander and shall be provided in accordance with the time targets specified within NFPA 1221. Seamless is defined to mean without interruption and continuously from the initial call until the satisfactory resolution of the incident.
6. All emergency incident information shall be logged on the CAD system by the communicator and all telecommunications shall be captured on a digital voice recorder. At the completion of the event a detailed incident report shall be collated and forwarded to the Municipality Fire Department via email or other means as arranged between the parties within four hours of termination of command. All audio transmissions shall be recorded from licensed dispatch channels and dedicated phone lines and shall be available to the Municipality Fire Department upon request as arranged between the parties. Recordings shall be made on non-interruptible, non-erasable media. All records including digital voice recordings shall be maintained for a period of two years.
7. Upon the request of the Incident Commander for any additional resources or to relay emergent messaging to other persons, the fire communicator shall relay such requests in a prioritized fashion via telecommunications equipment and shall report confirmation of same to the Incident Commander.
8. Testing of paging system equipment shall be provided as arranged by the parties.

The Municipality Fire Department shall provide the following without cost to the Town of Tillsonburg:

- a. All GIS mapping for its protection area / response zone boundaries.
- b. All radio transmitting and receiving equipment, licensing and maintenance of same external to the boundary of the Town of Tillsonburg.
- c. Routing of Emergency 911 telecommunications from the Public Safety Answering Point (PSAP) and the Central Ambulance Communications Center (CACC) as required to meet the approved fire protection services provided by the Municipality for its fire protection area / response zone boundaries inclusive of all required ANI/ALI, GIS mapping and all site location information so that it is seamlessly transmitted to the Secondary Public Safety Answering Point (SPSAP) serving the Tillsonburg _ Fire Communications Division.
- d. The Municipality agrees that it will at all times indemnify and save harmless the Town of Tillsonburg, its employees, officers, servants, agents and assigns, including the members of the Town of Tillsonburg's Fire and Rescue Services Department, from any and all claims, actions suits or demands for damage or otherwise arising from any errors, modifications or inaccuracies in the CAD Mapping, or from any misuse, misinterpretation or misapplication thereof, whether or not due to the negligence of the Town of Tillsonburg, its employees, officers, servants, agents or assigns.

SCHEDULE B

FEES TO BE PAID BY THE MUNICIPALITY TO THE TOWN OF TILLSONBURG

1. The Fee Structure contained within this agreement is predicated upon the contractual participation of the Municipality for a period of not less than five (5) years starting January 1, 2022.
2. For dispatching, Municipality shall pay to the Town of Tillsonburg, semi-annually, as invoiced by the Town of Tillsonburg, a per capita rate (the "Rate"), excluding HST, for the entire Dispatch Area of Ripley and Lucknow. The Rate applies to all citizens protected by the Municipality's Fire Department, or under any agreement with other municipal fire departments. For purposes of this agreement, the number of citizens protected by the Municipality's Fire Department will be the Municipality's population as determined by the most recent census by Statistics Canada. For 2022, the population dispatched for is:

Ripley-Huron – 4070
Lucknow District – 5623

3. The Rate payable by Ripley and Lucknow for each year of the Term of this agreement shall be:

2022	\$3.60
2023	\$3.68
2024	\$3.76
2025	\$3.85
2026	\$3.94

4. The Municipality shall be responsible for its proportionate share of future capital costs relating to the Town of Tillsonburg's provision of fire dispatch services, including (without limitation) in relation to 911 and Next-Generation-911 systems. The Municipality's proportionate share of such costs shall be calculated as the percentage that the Municipality's population comprises within the total population served by the Town of Tillsonburg's fire dispatch services, when such costs are incurred (according to the most recent Statistics Canada census). The per capita contribution payable by the Municipality during the Term of this agreement, to be adjusted by the Town of Tillsonburg on confirmation of on actual costs, is as follows:

In 2024, the Municipality shall pay an additional \$1.25 per capita fee for Ripley and Lucknow population served for proportionate share of capital costs NG-911.

5. If the population of the Municipality more than doubles seasonally, based on information deemed reliable by the Town of Tillsonburg acting reasonably, an additional per capita fee on the difference from year-round to seasonal population will be added for the agreed upon months yearly. The Municipality shall provide the Town of Tillsonburg such reasonable information as the Town of Tillsonburg requires to confirm seasonal population changes no later than sixty (60) days prior to the end of each year of the Term or subsequent years following expiry of the Term, if applicable. The per capita rate payable for season population increases in each year of the Term of this agreement shall be:

2022	\$0.69
2023	\$0.72
2024	\$0.75

2025	\$0.78
2026	\$0.81

6. Municipality shall tender payment to the Town of Tillsonburg in semiannual installments, to be invoiced by the Town of Tillsonburg two (2) times in April and August of each year in to the Municipality.
7. The Town of Tillsonburg shall review the population of the Municipality on an annual basis and shall correspondingly increase the total amount owing by the Municipality based on the Seasonal Increase Rate payable in each year. The Municipality shall provide to the Town of Tillsonburg such reasonable information as may be required by the Town of Tillsonburg in order to determine the population on an annual basis.
8. The Municipality shall pay the dispatching fees within thirty days of receipt of the invoice. Interest at the rate of one and one-half percent (1.5%) per month, calculated monthly and payable monthly (effective interest rate of 19.56% per annum), shall accrue on past due accounts.
9. If the agreement continues following expiry of the Term, then the Rate shall be increased by the Town of Tillsonburg for each subsequent year following expiry of the Term at the Town of Tillsonburg's sole and unfettered discretion, provided that the Town of Tillsonburg gives notice in writing to the Municipality no later than August 31st of each year following expiry of the Term of the increase to the Rate.

Additional Fees

10. The Municipality shall be responsible for all charges and costs billed to the Town of Tillsonburg directly from Bell Canada or other parties which are properly attributable to Municipality. The Town of Tillsonburg shall identify and forward to Municipality invoices with respect to same which shall be paid by the Municipality forthwith upon receipt thereof.
11. The Municipality shall pay any labour costs incurred by the Town of Tillsonburg with respect to any Town of Tillsonburg employees who are summoned to give evidence at any inquest, hearing, court case, etc., associated with the dispatching process set out in this agreement.
12. If the Municipality uses a different radio maintenance vendor from the Town of Tillsonburg's radio maintenance vendor, then the Municipality shall pay all invoices, charges and costs incurred by the Town of Tillsonburg as a result of failures in the Municipality's radio equipment.
13. Notwithstanding all of the foregoing, if the Town of Tillsonburg should ever, in the proper provision of the fire dispatch services to the Municipality, be required to make any special expenditures beyond the usual operating expenditures, which expenditures cannot be recovered otherwise, then the Town of Tillsonburg may add such expenditures to the fees provided for in this agreement.