

FIRE DISPATCH COMMUNICATIONS CENTRE SERVICES AGREEMENT

THIS AGREEMENT MADE:

BETWEEN:

MUNICIPALITY OF ST. CHARLES

AND -

THE CORPORATION OF THE TOWN OF SMITHS FALLS

(HEREINAFTER CALLED THE "SERVICE PROVIDER")

WHEREAS The **MUNICIPALITY OF ST. CHARLES** contracts the provision of Fire Communications Centre Services

NOW THEREFORE it is agreed between the parties as follows:

1. PARTIES, TERM and TERMINATION

- 1.1 The term of this Agreement shall be for a period of five (5) years commencing on January 1, 2023 or before, with an option for a five (5) year extension. The terms and conditions of the extension will be discussed prior to the expiry of this agreement, and will be based on population changes, and the cost of services being provided. For this agreement, each year's cost will be the previous year's cost plus the CPI index for Ottawa-Gatineau region.
- 1.2 In consideration of the provision of the services set out herein, the Service Provider shall be paid the sum as the Statement of Cost of Service Table based on the RFQ FS-16-01, plus HST, per annum during the term of this Agreement.

STATEMENT OF COST OF SERVICES

2023	\$4,434.14 plus CPI & HST
2024	Previous year plus CPI & HST
2025	Previous year plus CPI & HST
2026	Previous year plus CPI & HST
2027	Previous year plus CPI & HST

- 1.3 Annual invoicing to be mailed in December each year.

In the event of termination of this Agreement, the Service Provider shall be entitled to a pro-rated portion of this amount, to be calculated based on the effective date of termination.

- 1.4 This Agreement may be terminated by either party without cause and without penalty upon, except as described in clause 1.5, providing the other party with one hundred and eighty (180) days written notice before the anniversary date.
- 1.5 In the event that the **Municipality of St. Charles** chooses to terminate the agreement or not to renew the agreement for the optional five (5) year extension, prior to the expiration of the agreement, the **Municipality of St. Charles** will reimburse all termination fees/penalties and equipment required to provide services supplied by the Town of Smiths Falls.

CONTRACTED SERVICES

2.1 Communication Centre

The Service Provider shall:

- 2.1.1 provide a communication centre based as a continuous operation twenty-four hours per day, 365 days per year. The Service Provider shall provide fire dispatch communications including public reporting, dispatching, telephone systems, and one-way and two-way radio systems that fulfill communications between the public and responding fire departments, and communications within the fire departments under emergency and non-emergency conditions.
- 2.1.2 be capable of receiving a downstream information packet from the **Municipality of St. Charles** identified CERB.
- 2.1.3 meet the requirement of answering 80% of alarms answered within 15 seconds, and 90% of the alarms shall be answered within 40 seconds, and that 95% of the emergency dispatching shall be completed within 60 seconds.
- 2.1.4 under all conditions, shall have the following two sources of power that shall be provided for the operation of the communications centre and its related support systems and equipment: one circuit from a utility distribution system and a second from an engine-driven generator, and automatic transfer upon power failure shall be provided.
- 2.1.5 have in place, a remote back-up central system and the remote back-up site. The location defined as Smiths Falls Police located at 7 Hershey Drive, Smiths Falls.
- 2.1.6 be capable of replacing the primary site in the event of the primary's failure.

- 2.1.7 maintain a written disaster/emergency recovery communications centre plan, that describes the actions to be taken if the primary site is incapacitated and the steps to be taken that ensures the primary and/or alternate centre is operational in less than 1 hour.
- 2.1.8. be compliant with the Canadian Radio – Television and Telecommunications Commission (CRTC) requirements.
- 2.1.9 ensure the centre is equipped with multi-channel digital logging equipment and individual call checker equipment.
- 2.1.10 Ensure the centre is equipped with a computer aided dispatch (CAD) equipment utilizing the **Municipality of St. Charles** GIS mapping to accommodate response site location.

2.2 COMMUNICATION STAFFING/COMMUNICATORS

The Service Provider shall:

- 2.2.1 provide staffing during any labour disruption.
- 2.2.2 ensure that sufficient and properly trained communicators at the NFPA 1061 standard level are on duty at all times.
- 2.2.3 ensure that communicators be competent in the operating of the software, paging and communications devices necessary in both dispatching and calling, and the continuance of communications support.
- 2.2.4 ensure that communicators be competent to receive emergency information from within the geographical area of the **Municipality of St. Charles** and dispatch the fire department.
- 2.2.5 upon receipt of an emergency call, dispatch the **St. Charles** Fire Services, including paging, and ensure that communicators have the capability of maintaining constant communication with fire responding crews for full duration of the incident and further support fire site requests for notification of other agencies as required.
- 2.2.6 In case of technological failure with the CAD system, ensure that communicators be competent in providing manual emergency site locating by means of paper maps and written forms.
- 2.2.7 retain and make available for the **Municipality of St. Charles** inspection upon reasonable notice:
 - 1) A log of the time the call was received.
 - 2) The location of the call.
 - 3) The relevant information received at the time of the call.
 - 4) The time that the information was transmitted to the appropriate fire department.

- 5) The time at which the appropriate fire department acknowledged receipt of the call.
- 6) Any other record that may be required by the Ontario Fire Marshal Emergency Management (OFMEM) or other provincial requirement.

2.3 RECORDS MANAGEMENT /REPORTS

The service provider shall:

2.3.1 maintain accurate and dependable reports based on accurate electronic time stamping. Reports must reflect accurate times.

2.3.2 have a records management system that provides a report at the conclusion of each incident that meets the OFMEM incident reporting requirements, and this report shall be sent immediately to the appropriate Fire Department contacts.

2.3.3 maintain a records management system that provides a report quarterly. These reports shall be provided to the **Municipality of St. Charles** Fire Chief, within two (2) months of the period ending.

2.3.4 the records management system reports shall include, but not be limited to:

1. the total number of calls dispatched
2. the total number of calls by type of call
3. the average time duration of the calls

2.3.5 maintain a records management system that provides information based on property identification and roads information.

2.3.6 allow the **Municipality of St. Charles** to inspect all records and information obtained from time-to-time at the discretion of the **Town of Smiths Falls** upon reasonable notice.

3. MUNICIPALITY OF ST. CHARLES

The **Municipality of St. Charles** shall be responsible for supplying and maintaining:

3.1 Supply digital municipal mapping compatible with the Service Providers equipment. The Service Provider shall not change the format of the required information during the contract period without the consent of the **Municipality of St. Charles**.

3.2 a contact list of personnel to be contacted in the event of equipment failure to ensure emergency calls can be routed to a responsible member of the appropriate **Municipality of St. Charles** Fire Department.

3.3 a contact list of other agencies, and municipalities, that the Incident Commander may require to be dispatched to the emergency scene.

- 3.4 the **Municipality of St. Charles** radio infrastructure capital and operating requirements, including a radio tower system that provides paging capability at all times covered by this contract.
- 3.5 an emergency recovery plan for The **Municipality of St. Charles** Radio Infrastructure that describes actions taken that ensures normal operations are resumed in a expedient manner.
- 3.6 all necessary radio, pager and other communications systems. The connections to the demarcation point of the service provider centre will be assumed by the **Municipality of St. Charles**.

4. **GENERAL PROVISIONS**

- 4.1 The Service Provider shall provide an operational contact that shall act as liaison between the **Municipality of St. Charles** Fire Chief and the Communication Centre staff. This shall address daily and immediate needs and concerns of any operational situations.
- 4.2 The Service Provider shall participate in an annual meeting with the **Municipality of St. Charles** Fire Chief, chaired by the service provider Fire Chief. The objectives of these meetings will be to address issues arising from the performance of this Agreement, and degree of satisfaction of all parties. Other meetings may be called by either party contacting the **Municipality of St. Charles** Fire Chief or the service provider Fire Chief.
- 4.3 The Service Provider shall provide procedural operating guidelines in conjunction with the **Municipality of St. Charles** Fire Chief to ensure both parties fully understand all expectations.
- 4.4 The daily operation of the Communication Centre will be the responsibility of, and under the direction of, the **Smiths Falls** Fire Chief.
- 4.5 The Service Provider shall, throughout the duration of this Agreement and any extension thereof, maintain a comprehensive general liability insurance policy. The policy shall provide insurance coverage in respect of any one occurrence to the limit of at least Five Million Dollars (\$5,000,000.00) per occurrence. Such policy shall designate the **Municipality of St. Charles** as additional named insured. A certificate of insurance shall be provided to the **Municipality of St. Charles**.
- 4.6 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 4.7 In every clause of this Agreement, unless the contrary intention appears, words importing the singular number of the masculine gender only, include more persons, parties or things of the same kind than one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.

4.8 Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing and shall be conclusively deemed to have been delivered on the date of mailing of such notice.

4.9 Any such notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail as follows:

Municipality of St. Charles

Fire Chief

2, King St East
P.O. Box 70
St. Charles, ON, P0M 2W0

Corporation of the Town of Smiths Falls

Fire Chief

P.O. Box 695
77 Beckwith St. N.
Smiths Falls, ON K7A 4T6

4.10 The parties hereto, on behalf of themselves, their heirs, executors, administrators and permitted assigns, including successors in title, covenant and agree to indemnify and save harmless each other from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of each parties own negligence or non-performance of this Agreement.

4.11 All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

4.12 If any provision or portion of any provision in this Agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severed from the remainder of this Agreement for the purpose only of the particular proceeding. This Agreement will, in every other respect, continue in full force and effect.

4.13 The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part of any provision hereof.

4.14 This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.

4.15 The parties hereto agree that any dispute, be it of fact, law or a mixed question of fact and law, which may arise as a result of this Agreement shall be referred to and resolved by a mutually agreeable single arbitrator, pursuant to the provisions of the Arbitration Act, 1991

and amendments thereto. The costs of such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator. If a party herein commences a proceeding in respect of a matter to be submitted to arbitration under this Agreement, the court in which the proceeding is commenced shall, on the motion of the other party to this Agreement, stay the proceeding.

IN WITNESS WHEREOF the **Municipality of St. Charles** has hereunto affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE **Municipality of St. Charles** THIS DAY OF ,2023.

Municipality of St. Charles

Paul Branconnier

Mayor

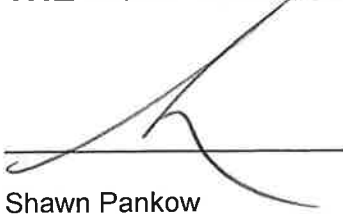
Denis Turcot

Chief Administrative Officer

IN WITNESS WHEREOF the Corporation of the Town of Smiths Falls has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

DATED AT THE **Town of Smiths Falls** THIS DAY OF ,2023.

THE CORPORATION OF THE TOWN OF SMITHS FALLS


Shawn Pankow

Mayor


Kerry Costello

Clerk