

THIS AGREEMENT made this 1st day of January, 2020

BETWEEN:

“THE CORPORATION OF THE TOWN OF FORT FRANCES”

(hereinafter referred to as the “Town”)

AND

KENORA CENTRAL AMBULANCE COMMUNICATIONS CENTRE

LAKE OF THE WOODS DISTRICT HOSPITAL

(hereinafter referred to as the “CACC”)

WHEREAS it is the intention of the parties to enter into an agreement for the provision of communication (call taking and alerting or dispatching) services to the Town of Fort Frances Fire Rescue Service by the Kenora Central Ambulance Communications Centre, (hereinafter referred to as the “CACC”), which is operated by the CACC and under the authority of the Minister;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained in this Agreement and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

SERVICES PROVIDED BY CACC

1. (a) The CACC shall provide services under this Agreement in accordance with Schedule A of this Agreement.

(b) Despite sub clause 1(a), at any time during the term of this Agreement the Minister shall be entitled to amalgamate the CACC with one or more other Central Ambulance Communications Centre's.

(c) Where the Minister intends to amalgamate the CACC in accordance with sub clause 1 (b), the Minister shall give the other party 90 days notice of his intention. The Minister shall indicate, in such notice or as soon as practicable thereafter, which Central Ambulance Communications Centre is to be the operator of the new amalgamated Central Ambulance Communications Centre (hereinafter referred to as the "Amalgamated CACC").

(d) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will be the Minister, the parties shall continue to act in accordance with this Agreement despite and subsequent to the amalgamation;

(e) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will not be the Minister,

(i) the Town may terminate this Agreement at any time after receipt of such notice, in accordance with sub clause 1 (f);

(ii) at such time and in such manner as the Minister directs, the Minister shall,

1. assign all of the rights and obligations of the Kenora CACC in respect of this Agreement to the Amalgamated CACC, at which time the provisions of this Agreement shall apply, allowing for the necessary changes, to the Amalgamated CACC as though it were the CACC; and

2. transfer to the Amalgamated CACC all equipment at the Kenora CACC owned or purchased by the Town and used for the purposes of this Agreement.

(iii) immediately upon the assignment and transfer referred to in paragraph 1 (e) (i), the Kenora CACC shall cease to have any rights or obligations in respect of this Agreement;

(iv) despite paragraph 1 (e) (i) and paragraph 1 (e) (ii), nothing in this sub clause shall affect the obligations of the CACC and the Town under clause 17, clause 18, clause 19, clause 20 and clause 21, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.

(f) (i) Where the Town intends to terminate this Agreement under paragraph 1 (e) (i), the procedure set forth in clause 12 and clause 13 shall not apply. Rather, the Town shall give the CACC 90 days notice of its intention to terminate, after which time this Agreement shall automatically terminate.

- (ii) Where the Town does not give the notice referred to in paragraph 1 (f) (i), this Agreement shall not terminate, and the parties shall continue to act in accordance with this Agreement.

REPAIR AND MAINTENANCE OF EQUIPMENT

2. (a) Despite sub clause 1 (a), the CACC may stop supplying some or all of the services set forth in Schedule A of this Agreement if the CACC cannot supply the services due to the mechanical or other similar failure of any equipment used by the CACC, regardless of the ownership of that equipment.
- (b) Where the CACC stops supplying services in accordance with sub clause 2 (a), the CACC shall give notice forthwith to the Town of this fact and shall repair or cause to be repaired the equipment as soon as practicable unless the equipment has been purchased or is owned by the Town and installed at the CACC by the Town. In the latter case, the CACC shall give the Town notice forthwith of the fact that it has stopped supplying the services and shall request that the Town repair the equipment as soon as practicable.
- (c) The Town shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Town and installed at the CACC. However, aside from the Town's repair and maintenance responsibility under this sub clause, the Town shall not be entitled to exercise any other rights in respect of such equipment during the term of this Agreement.
- (d) Where the equipment used by the CACC to provide any services under this Agreement cannot be repaired within a reasonable time, as soon as reasonable under the circumstances, the Town will provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Town; and so that the CACC can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY TOWN

3. The Town shall provide services in accordance with Schedule B of this Agreement.

JOINT STEERING COMMITTEE

4. (a) The parties shall establish a Joint Steering Committee (hereinafter referred to as the "Committee").

(b) The Committee shall be composed of representatives from the CACC (1), the Town (1) the Fort Frances Fire Rescue Service (1) (appointed under sub clause 5 (b), and the CACC or Emergency Health Services Branch of the Ministry of Health (1).

(c) The Committee shall act on each matter by a majority vote of its representatives, unless otherwise agreed to from time to time by such representatives or by the parties.

(d) The functions of the Committee shall be: to monitor this Agreement, including the services to be provided under it; to mediate in respect of disputes or other matters relevant to this Agreement that are brought before it by a party; and to consider and, where appropriate, to make recommendations on any matter relevant to this Agreement that is brought before it by a party.

(e) No decision, determination or suggestion by the Committee, including but not limited to any Committee mediation proposal and any recommendation in a Committee report, shall be binding on the parties.

(f) (i) The Committee shall meet at least once in every year during the term of this Agreement, but at any time a party may give notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting to discuss any matter relevant to this Agreement.

(ii) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under paragraph 4 (f) (i). The time and location of the meeting shall be at the mutual convenience to the representatives on the Committee.

(iii) The Committee may, but is not required to, issue a report to the representatives on the Committee within such time as is agreed to by the representatives. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is mutually agreed to by the representatives.

PARTICIPATING FIRE SERVICE

5. (a) The fire service for which the CACC is to provide call taking and alerting services under this Agreement is the Town of Fort Frances Fire Rescue Service.

(b) For the purpose of sub clause 4 (b), the Town shall appoint a representative on the Committee for the INSERT FIRE SERVICE. Accordingly, for the purposes of all matters arising under this Agreement the representative shall among other things, act as the sole spokesperson for the fire service and act as its sole liaison with the CACC, the Committee and the CACC.

ADMINISTRATIVE FEES

6. The Town will not pay the CACC an administration fee separate from the Fire Service Call fees.

FIRE SERVICE CALL FEES

7. (a) The Town shall pay the CACC a fee of \$50.00 for each fire service call received by the CACC. The amount set for such fees shall not be subject to any amendment under clause 12.

(b) The obligation to pay the \$50.00 fee provided for in sub clause 7 (a), shall apply only until 11:59 P.M. on December 31, 2025. Fire service call fees payable after that date shall be determined in accordance with clause 8.

(c) Despite sub clause 7 (a), the Town shall not be charged the fire service call fee for any call-in respect of which the CACC notifies a fire service for the purpose of assisting an ambulance crew with a medical response.

(d) The CACC shall send to the Town an invoice in respect of the amount owing for fire service calls at the end of each calendar year during the term of this Agreement and on the termination or expiry of this Agreement.

FEES FOR SUBSEQUENT YEARS

8. (a) The administrative fees (see clause 6) and fire service call fees (see clause 7) due and payable on, September 30, and on March 31 shall be determined annually, for each of these calendar years, in accordance with this clause. The amount set for such fees shall not be subject to any amendment under clause 12.

(b) Where any party wishes to begin negotiations for the determination of both the administrative fees and fire service call fees to be paid for the following calendar year, that party shall give the other parties notice of such wish no later than August 1st preceding that calendar year.

(c) Where no notice has been given in accordance with sub clause 8 (b), both the administrative fees and fire service call fees for the following calendar year shall remain the same as those in the immediately preceding calendar year.

(d) Where notice has been given in accordance with sub clause 8 (b), and the parties have been unable to agree on the administrative and the fire service call fees structure by March 1st of the

year following the giving notice, this Agreement shall automatically terminate on December 31 at 11:59 P.M. in the year following the year in which the notice was given.

(e) Sub clause 6 (b), sub clause 7 (c) and sub clause 7 (d) shall apply in respect of the administrative fees and fire service call fees determined under this clause.

INVOICES

9. All amounts payable under this Agreement shall be paid no later than 60 days from the date when an invoice for such amounts has been sent to the party obligated to pay.

TERM AND RENEWAL

10. This Agreement shall commence on January 1, 2020, at 12:01 A.M. and shall have a term of 6 years, so that it will expire at 11:59 P.M. on December 31, 2025 (hereinafter referred to as the “expiry date”), unless terminated before that date under sub clause 1 (f), sub clause 8 (d) or clause 13.

PERFORMANCE, BREACH AND AMENDMENT

11. (a) Where a party
- (i) is dissatisfied with the performance under this Agreement of the other party, or
 - (ii) considers that the other party is in breach of this Agreement, or
 - (iii) wishes to amend this Agreement (except in respect of the administrative fees and fire service call fees determined under clause 6, clause 7 and clause 8) or any term of any Schedule of this Agreement,

that party may give notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting of the Committee to discuss the matter.

(b) Where a party gives notice to the Secretary under sub clause 12 (a), and either paragraph 12 (a) (i) or paragraph 12 (a) (ii) applies, that party shall also give notice at the same time to the other party whose performance or breach, as the case may be, is of concern to the party giving notice. The notice to the other party shall call on the other party to correct the performance or breach to the satisfaction of the party giving notice within 30 days of the issuance of the report issued under sub clause 12 (d).

(c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under sub clause 12 (a). The meeting time and location shall be of mutual convenience to the representatives on the Committee.

(d) The Committee shall issue a report to the representatives on the Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is agreed to by the representatives on the Committee.

(e) Despite sub clause 12 (a), all parties may mutually agree to amend any term of this Agreement (except clause 6, clause 7 and clause 8), or any term of any Schedule of this Agreement, by a joint letter signed by all parties, rather than by the procedure set forth in this clause. The joint letter will be appended to, and shall form part of, this Agreement.

TERMINATION FOR CAUSE

12. Having regard to paragraph 12 (a) (i), paragraph 12 (a) (ii) and sub clause 12 (b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving notice, within 30 days of the issuance of the report under sub clause 12 (d), the party giving notice may terminate this Agreement by giving the other party 90 days notice of the party's intention to terminate, after which time this Agreement shall automatically terminate. Where no such notice is given, this Agreement shall continue in full force and effect.

EQUIPMENT REMOVAL AND FEES PAYABLE ON TERMINATION

13. (a) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 13, or has expired under sub clause 11 (a), the Town shall remove from the CACC all equipment purchased or owned by the Town.

(b) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 13, the Minister shall send the Town an invoice for any amount owed by the Town to the CACC. However, the Town may deduct from this amount an amount representing any reimbursement by the CACC to the Town, on a pro rata basis, of the appropriate portion of the annual administrative fee paid under clause 6 or clause 8.

NOTICE

14. Any notice, invoice or other communication (hereinafter referred to as a "notice") required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile transmission.

Any notice shall be addressed or delivered, in the case of Lake of the Woods District CACC, to:

Kenora CACC Manager
Lake of the Woods District CACC
21 Sylvan Street West
Kenora, Ontario
P9N 3W7

and, in the case of the Town, to:

Town Clerk
Town of Fort Frances
320 Portage Ave.
Fort Frances, Ontario
P9A 3P9

EMPLOYEES AND AGENTS OF CACC AND AMALGAMATED CACC PERSONNEL

15. (a) For the purpose of this Agreement, all CACC personnel shall at all times be deemed to be employees or agents only of the CACC, and not employees or agents of the Town.

(b) Where the Minister amalgamates the CACC under sub clause 1 (b), for the purposes of this Agreement all Amalgamated CACC personnel shall at all times be deemed to be employees or agents only of the operator of the Amalgamated CACC, and not employees or agents of the Town. For greater certainty under this sub clause, the employees or agents of the Amalgamated CACC shall be deemed to be the employees or agents of the Minister only where the Amalgamated CACC is operated by the Minister.

PROTECTION FOR AND INDEMNIFICATION OF MINISTER

16. (a) The Minister, his/her officers, employees, agents, assigns, independent contractors, and subcontractors shall not be liable to the Municipality or to any of the officers, employees, agents, volunteers, assigns, independent contractors or subcontractors of the Municipality (hereinafter collectively referred to in this clause, clause 18, clause 19 and clause 20, as the “Personnel” of the Municipality) for any actions taken or failed to be taken under this Agreement, including, but not limited to, any losses, expenses, costs, claims, damages and liabilities arising out of or by reason of or attributable to the provision of the Municipality’s services, or the performance of the Municipality’s obligations, under this Agreement.

(b) The Municipality shall indemnify and save harmless the Minister and his/her officers, employees, agents, assigns, independent contractors and subcontractors from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature based on, occasioned by or attributable to anything done or omitted to be done by the Municipality, or by the Personnel of the Municipality, in connection with this Agreement, or with the performance of the Municipality’s obligations under this Agreement.

(c) If the Minister shall be made a party to any litigation commenced by or against the Municipality, or by or against the Personnel of the Municipality, then the Municipality will indemnify and save harmless the Minister and his officers, employees, agents, assigns, independent contractors and subcontractors in connection with such litigation.

(d) The provisions of this clause shall survive the expiry or termination of this Agreement.

PROTECTION FROM CLAIMS

17. The Town shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Town, or by the Personnel of the Town, and more specifically from and against all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use thereof, is caused.

INSURANCE BY Town IN FAVOR OF THE CACC

18. (a) For the purpose of sub clause 18 and without restricting the generality of that clause, the Town shall maintain in full force and effect during the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance, in form and substance acceptable to the CACC, providing coverage for a limit of not less than two million dollars (\$2,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly from the acts or omissions of the Town, or of the Personnel of the Town, under this Agreement.

(b) The insurance policy referred to in sub clause 19 (a) shall include the following terms:

(i) a clause that adds Her Majesty the Queen in Right of Ontario, as represented by the Minister of Health, the CACC and all officers, employees, agents, assigns, independent contractors and subcontractors, as additional insureds;

(ii) a cross-liability insurance clause endorsement acceptable to the CACC;

(iii) a clause requiring the insurer to provide 30 days prior written notice to the CACC in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;

(iv) a clause that provides that the protection for the CACC under the insurance policy will not be affected in any way by any act or omission of the Town, or of the Personnel of the Town, or of the Personnel of the Town and

(v) a clause including liability arising out of contract or agreement.

(c) The Town shall submit to the CACC proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to in this clause.

IN WITNESS WHEREOF the CACC and the Town have hereunto set their hands and seals.

Witness

For the CACC

Witness

For the Fort Frances Fire Rescue Service

CORPORATION OF THE TOWN OF FORT FRANCES

Mayor

Date: _____ day of _____, 2020

Clerk

Date: _____ day of _____, 2020

SCHEDULE A

Kenora CACC will provide:

1. Public requests for Fire Services will be received by Kenora CACC through a forwarded local emergency phone number and/or 911
2. Fire Service may be paged for assistance upon the request or absence of a Paramedic/Ambulance Service, and/or per applicable Tiered Response Agreement.
3. Call-taking and alerting services as per the CACC's Fire Call Taking & Alerting Policy & Procedure Manual.
4. Voice recording of telephone, radio and paging communications will be stored for a minimum of 12 months.
5. Pager tests will be completed every day at 07:30 A.M. central time and upon request of the Fire Chief or designate.
6. Cost of providing paging on the CACC telepager will be absorbed within the Fees layed out in this agreement.
7. CACC will answer Emergency Alarms as per training and policy that exists for Paramedic Services.
8. CACC will record standard fire service benchmarking, pending receipt of the information from the fire ground. The fire service is ultimately responsible for their own benchmarking and cannot hold CACC accountable for not recording a benchmark.
9. An ambulance will automatically be dispatched to all structure fires and othher major calls according to the dispatcher's descretion as well as upon request by Fire Command. It is understood that an ambulance may not be able to attend or may be called away for another call-out.
10. A vehicle identification system shall be established in the format of Fire Service/Apparatus/Unit.
11. All pages for emergency responses to an actual emergency will be repeated (x2) and include the time. **Note:** If a page has not been confirmed by the Fire Service being paged within 2-minutes, pages will be repeated (x2), as well as calling of emergency contacts as per the most recent emergency contacts the CACC has on file.
12. Kenora CACC will provide technical services that pertain to communications systems utilized by this agreement.
13. Kenora CACC will also continue to work together with the Fire Service to develop policies and procedures with respect to call-taking, alerting and assistance to the fire service. Eg. Notification of local emergency partners, utility providers, lock boxes locations and key holders, may day protocols, etc.
14. The Functional requirements that are both Mandatory and Secondary as set out in the Request for Proposal-Fire Dispatch/Control System for the Town of Fort Frances Fire Rescue Service Transmissions and Patching may occur on a Fire Tactical channel at the Communicator's discretion.

SCHEDULE B

The Town of Fort Frances Fire Rescue Service will:

1. Provide any necessary Communicator training as determined cooperatively by CACC and Fire Service Management.
2. Ensure that service area maps used by the CACC for call-taking and alerting the fire service are always up-to-date.
3. Assist the CACC with the development of policies and procedures relating to fire call-taking, dispatching, tracking, patching and all other functions.
4. Maintain a current copy of the communities Emergency Plan and provide training to the CACC dispatchers in its use, as necessary.
5. Ensure that all Fire Service staff and members are trained in the proper use of all Communications equipment and protocols. Eg. Establish incident command at scene and advising CACC when command is terminated and when apparatus are leaving the scene, back at station and in service, ect.
6. Will acknowledge CACC of receiving of daily 07:30 A.M. pager tests.
7. Maintain and repair all equipment purchased and owned by the Fire Service. CACC will be notified of any ongoing equipment replacements, maintenance and repairs.
8. Ensure backup fire communications systems are in place in case of primary system failure and/or CACC evacuation.