

THIS AGREEMENT made this 1st day of April, 2019

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

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) services to the District Fire Service by the Kenora Central Ambulance Communications Centre, which is operated by the Lake of the Woods District Hospital, under the authority of the Minister of Health and Long-Term Care (hereinafter referred to as the "Minister");

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants 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 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 Centres.
- (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 Municipality 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 Municipality and used for the purposes of this Agreement.
 - (ii) immediately upon the assignment and transfer referred to in paragraph 1 (e) (ii), the Kenora CACC shall cease to have any rights or obligations in respect of this Agreement;
 - (iii) despite paragraph 1 (e) (i) and paragraph 1 (e) (iii), nothing in this sub clause shall affect the obligations of the CACC and the Municipality under clause 15, clause 16, clause 17, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.

- (v) despite paragraph 1 (e) (i) and paragraph 1 (e) (iii), nothing in this sub-clause shall affect the obligations of the Minister and the Municipality under clause 15, clause 16, and clause 17, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.
- (f) (i) Where the Municipality intends to terminate this Agreement under paragraph 1 (e) (i), the procedure set forth in clause 11 and clause 12 shall not apply. Rather, the Municipality shall give the CACC 90 days notice of its intention to terminate, after which time this Agreement shall automatically terminate.
- (iv) Where the Municipality 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 Municipality 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 Municipality and installed at the CACC by the Municipality. In the latter case, the CACC shall give the Municipality notice forthwith of the fact that it has stopped supplying the services and shall request that the Municipality repair the equipment as soon as practicable.
- (c) The Municipality shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Municipality and installed at the CACC. However, aside from the Municipality's repair and maintenance responsibility under this sub clause, the Municipality 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,
 - (i) the Municipality will provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality; and

- (ii) the Minister shall provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality,

so that the CACC can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY MUNICIPALITY

- 3. The Municipality 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 JSC).
- (b) The JSC shall be composed of representatives from the CACC, the Municipality, the District Fire Service (appointed under sub clause 5 (b)).
- (c) The JSC 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 JSC 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 JSC, including but not limited to any JSC mediation proposal and any recommendation in a JSC report, shall be binding on the parties.
- (f) (i) The JSC shall meet at least once every year during the term of this Agreement, but at any time a party may give notice to the Secretary of the JSC 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 JSC 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 JSC shall issue a report to the representatives on the JSC within 4 weeks. The report shall set out the issues, the recommendations of the JSC and any other matter relevant to such issues as is mutually agreed to by the representatives.

PARTICIPATING FIRE DEPARTMENT

5. (a) The fire department for which the CACC is to provide call taking and alerting services under this Agreement is the **Fort Frances Fire & Rescue Service.**
- (b) For the purpose of sub clause 4 (b), the Municipality shall appoint a representative on the Committee for the Fort Frances and District 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 department and act as its sole liaison with the CACC, the Committee and the Municipality.

NO ADMINISTRATIVE FEES

6. The Municipality shall not pay the CACC an administrative fee separate from the Fire Service Call fees.

FIRE SERVICE CALL FEES

7. (a) The Municipality shall pay the CACC a fee of \$40.00 for each fire service call received by the CACC. The amount set for such fees shall not be subject to any amendment under clause 11.
- (b) The obligation to pay the \$40.00 fee provided for in sub clause 7 (a), shall apply only until **11:59 P.M. on December 31 2019.** Fire service call fees payable after that date shall be determined in accordance with clause 8.
- (c) Despite sub clause 7 (a), the Municipality shall not be charged the fire service call fee for any call in respect of which the CACC notifies a fire department for the purpose of assisting an ambulance crew with a medical response.
- (d) The CACC shall send to the Municipality an invoice in respect of the amount owing for fire service calls on a quarterly basis 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, March 31st, June 30th, September 30th, and December 31st 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 11.
- (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 July 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), but where the parties have not agreed to the determination of both the administrative fees and the fire service call fees by the January 1st, following the notice, this Agreement shall automatically terminate at **11:59 P.M. on December 31, 2019.**
- (e) Sub clause 6, 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.(a) This Agreement shall commence on **April 1, 2019**, and shall have a term of **nine months**, so that it will expire at **11:59 P.M. on December 31, 2019** (hereinafter referred to as the "expiry date"), unless terminated before that date under sub clause 1 (f), sub clause 8 (d) or clause 12.
- (b) Where a party wishes to renew this Agreement, that party shall give notice of such wish to the other party at least 90 days prior to the expiry date of this Agreement. Where such notice has been given, the parties may renew this Agreement on such terms and conditions as they may mutually agree on.
- (c) Despite any other provision of this Agreement, where no notice has been given under sub clause 10 (b), this Agreement shall expire automatically on the expiry date.

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 or any term of any Schedule of this Agreement,

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

- (b) Where a party gives notice to the Secretary under sub clause 11 (a), and either paragraph 11 (a) (i) or paragraph 11 (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 11 (d).
- (c) The Secretary shall arrange a meeting of the Resolution Committee within 2 weeks of receipt of the notice sent under sub clause 11 (a). The meeting time and location shall be of mutual convenience to the representatives on the Resolution Committee.
- (d) The Resolution Committee shall issue a report to the representatives on the Resolution Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Resolution Committee and any other matter relevant to such issues as is agreed to by the representatives on the Resolution Committee.
- (e) Despite sub clause 11 (a), all parties may mutually agree to amend any term of this Agreement, 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.
- (f) Until this Agreement or any Schedule is amended under this clause, all the provisions of this Agreement and the Schedules shall remain in full force and effect. However, the parties may agree to an amendment that has retroactive effect.

TERMINATION FOR CAUSE

12. Having regard to paragraph 11 (a) (i), paragraph 11 (a) (ii) and sub clause 11 (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 11 (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 12, or has expired under sub clause 10 (a), the Municipality shall remove from the CACC all equipment purchased or owned by the Municipality.
- (b) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 12, the Minister shall send the Municipality an invoice for any amount owed by the Municipality to the CACC.

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 Kenora CACC, to:

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

and, in the case of the District Fire Service, to:

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

CACC & AMALGAMATED CACC PERSONNEL AS EMPLOYEES OF THE HOSPITAL

- 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 Municipality.
- (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 Municipality. For greater certainty under this subclause, 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 FROM CLAIMS

16. The Municipality shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Municipality, or by the Personnel of the Municipality, 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 MUNICIPALITY IN FAVOR OF THE CACC

- 17.(a) For the purpose of sub clause 16 and without restricting the generality of that clause, the Municipality 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 Municipality, or of the Personnel of the Municipality, under this Agreement.
- (i) 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;
- (ii) 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 Municipality, or of the Personnel of the Municipality; and
- (iii) a clause including liability arising out of contract or agreement.

- (b) The Municipality 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 Municipality have hereunto set their hands and seals.

_____. For the CACC
Witness

_____.
_____.

_____. For the Fort Frances Fire & Rescue Service
Witness

_____.
_____.

CORPORATION OF THE TOWN OF FORT FRANCES

Mayor

Date: _____ day of _____, 2019

CAO/Clerk

Date: _____ day of _____, 2019

SCHEDULE A

Kenora CACC shall provide:

1. The Functional requirements that are both Mandatory and Secondary as set out in the Request for Proposal-Fire Dispatch/Control System for the District Fire Service
2. Public requests for Fire Services will be received by Kenora CACC through a forwarded local emergency phone number and/or 911
3. District Fire Service may be paged for assistance upon the request of an Ambulance crew
4. Call-taking and alerting services as per the CACC's Fire Call Taking & Alerting Policy & Procedure Manual.
5. Radio communications and vehicle tracking will be provide on a Fire Operations channel
6. Transmissions and Patching may occur on a Fire Tactical channel at the Communicator's discretion
7. CACC shall monitor on-scene intraservice transmissions
8. Voice recording of telephone, radio and paging communications will be stored for a minimum of 12 months
9. A pager testing program shall be established
10. Cost of providing paging on the CACC telepager will be absorbed within the Fees layed out in this agreement
11. CACC will answer Emergency Alarms as per training and policy that exists for Northwest EMS
12. A vehicle identification system shall be established in the format of Fire Service/Apparatus/Unit

Kenora CACC will also continue to work together with the District Fire Service to develop policies and procedures with respect to call-taking and alerting the fire service.

SCHEDULE B

The District Fire Service shall:

- ☐ Provide any necessary Communicator training as determined cooperatively by CACC and the District Fire Service.
- ☐ Ensure that service area maps used by the CACC for call-taking and alerting the fire service are always up-to-date.
- ☐ Assist the CACC with the development of policies and procedures relating to fire call-taking, dispatching, tracking, patching and all other functions.
- ☐ Maintain a current copy of the communities Emergency Fire Service Plan and Community Disaster Plan and provide training to the CACC dispatchers in its use, as necessary. Provide a copy of the Community Disaster Plan for CACC records.
- ☐ Ensure that all Fire Service staff and members are trained in the proper use of all Communications equipment and protocols. This will include Emergency Alarm utilization and actions.
- ☐ Maintain and repair all equipment purchased and owned by the District Fire Service. CACC will be notified of the same. CACC will be notified of any ongoing maintenance and repairs.
- ☐ Ensure backup fire communications systems are in place in case of primary system failure and/or CACC evacuation.