

FIRE SERVICE DISPATCH AGREEMENT

THIS AGREEMENT made in triplicate this 01 day of January, 2018

BETWEEN:

OWEN SOUND POLICE SERVICES BOARD
Hereinafter referred to as the "Board"
-and-

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
Hereinafter referred to as the "Municipality"

WHEREAS the Board presently operates a twenty-four hour communications and dispatch centre for the purpose of providing service to emergency agencies.

AND WHEREAS the Board and the Municipality desire to enter into an agreement whereby the Municipality's fire service (hereinafter referred to as the "Fire Service") would be serviced by the Board's dispatch centre for answering and dispatching of the Fire Service for emergency purposes.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. All calls received by the Board's Dispatch Centre through 9-1-1 or other telecommunications means will be promptly acknowledged and dispatched and shall meet all legislative requirements.
2. The Board will page/dispatch the Fire Service at a level of service equal to or exceeding the standards of NFPA 1061 Standards, Best Practices, and services as listed in Schedule "A" attached hereto.
3. The Board's dispatchers shall follow agreed upon protocols by the Fire Service when paging fire fighters for emergencies and for training activities.
4. The Police Services Board and the Fire Service will cooperatively develop and implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.
 - a) The Board will be responsible to install and maintain the necessary equipment as required in their contingency plan
 - b) The Fire Service will be responsible to install and maintain the necessary equipment as required in their contingency plan
5. The Board's dispatcher will, in the event of a failure to successfully dispatch firefighters to a reported emergency, initiate the contingency plan.
6. The Fire Service will provide the Board with "current" information regarding the Fire Service's office phone number, fax number, e-mail address, emergency contact numbers required for staff required in activation of all contingency plans, registered Radio Call Sign, and updated County generated 911 maps
7. Equipment related to the system and presently owned or hereafter acquired by the Board or Fire Service and installed in its buildings or vehicles or carried by its staff shall be properly maintained and kept in good working order at the expense of the party owning the equipment.

8. Any defect or condition that may cause a failure in this system shall be immediately reported to the Chief of Police and/or designated alternate of the Owen Sound Police Service.
9. The Municipality agrees to pay for the cost of any telephone lines required and long distance calls made on behalf of the Fire Service. Further, the Municipality agrees to pay for costs incurred by the Board to provide any updated mapping within the service area of the Municipality's Fire Service during the term of this agreement, including travel and wages and any changes made to the coverage area whereby Bell Canada 9-1-1 or OPP Geographic Information Services invoice the Board relative to emergency dispatch services. Such costs will become due and payable upon receipt of an invoice. The Municipality shall be notified in advance of any such cost being incurred.
10. If either party to this Agreement wishes to terminate the Agreement they shall give a minimum of six months' notice prior to current calendar year end in writing of their intention to do so. Termination shall become effective on the date specified in the notice and may only be extended on mutual consent of the parties and in monthly increments. Both parties to agreement this Agreement bound by the terms of this Agreement until the date of termination.
11. The annual cost to the Municipality for the dispatch service is set out in Schedule "B" hereto attached. The fee for any part of a calendar year will be pro-rated on a monthly basis.
12. The Board agrees to provide the service covered by this Agreement for the stated fee until December 31st, 2020 after which the parties involved will review the terms of the Agreement and negotiate any revisions, additions, or deletions in the terms of the Agreement deemed appropriate by either party.
13. Billing for this service will be provided quarterly of each year, on March 31st, June 30th, September 30th and December 31st, and payable upon receipt of invoice by the Municipality.
14. In the event of termination of this Agreement by either party, the Board shall retain all equipment purchased by it to perform services under the terms of this Agreement and the Municipality shall have no claim or entitlement to reimbursement for any part thereof. Capital equipment paid for by the municipality under paragraph 7 above shall be the property of the Municipality.
15. Copies of all records including voice records pertaining to the business of the Municipality and its Fire Service including but not limited to emergency response and training shall be provided to the Municipality upon termination of this Agreement. With written agreement from the Municipality, the original records maintained on file by the Board shall be deemed to satisfy provision of copies. Currently Board by-law includes retention of audio for 6 months minimum. Computer Aided Dispatch information shall be retained for 2 years minimum.
16. The Board will, during the term of this Agreement, exercise due diligence in providing the agreed upon level of service and operation of the service.
17. The Board will ensure that designated members will obtain training in fire communications via Fire Services and through other approved training providers to provide in-service dispatcher training to all dispatchers through 2017/2018. This will include the APCO Fire Service Communications Course. All new dispatcher hires will complete this training within 1 calendar year. The Board shall ensure that a minimum of 1 APCO Fire Service Communications Course be on staff at all times. Failure by the Board of 1 member per platoon to be trained in APCO Fire Services Communications will negate the yearly increase of that calendar year.

(NFPA 1061 certification is not directly available however the APCO Fire Service Communications Course brings the dispatcher to the NFPA level of standard and is internationally recognized)

18. While a number of agencies provide training for dispatchers, fire service dispatchers will also be trained to the standard of OFM - PFSG-04-65-03 & NFPA 1061 current edition to:
- a) Support the incident management system used by the Fire Service and NFPA 1561 Standard on Emergency Services Incident Management System
 - b) Support the accountability and entry control systems used by the Fire Service
 - c) Support the functions of the safety officer at an emergency incident
 - d) Support personnel working in a potentially violent situation

This will be accomplished as per #17 that all dispatchers will obtain the training via APCO Fire Services Communication necessary to complete #18.

19. The Municipality agrees no action or other proceeding for damages shall be instituted on behalf of the Municipality against the Board or a person acting under Board authority, for any act done in good faith in the execution or intended execution of his or her power or duty or for any alleged neglect or default in the execution in good faith of his or her power or duty however, gross negligence and willful neglect are specifically excepted from this provision.
20. The Municipality agrees to indemnify and hold harmless the Board, its employees, agents, servants, and the Chief of Police for reasonable legal costs incurred by the Board:
- a) in the defence of a civil action, if the person is not found to be liable;
 - b) in the defence of a criminal prosecution, if the person is found not guilty;
 - c) in respect of any other proceeding in which the person's execution of his or her duties is an issue, if the person is found to have acted in good faith; provided that such actions, prosecutions, or other proceedings arise in respect to services provided by the Board relative to and in respect of and within the service area of the Municipality's Fire Service.
21. The Municipality shall provide liability insurance minimally in the amount of \$5,000,000.00 (five million dollars) to insure the indemnity contained in paragraph 20 of this agreement and shall ensure that the Board is stated in the contract of insurance as a co-insured.
22. Neither party may assign this Agreement without the express written consent of the other.
23. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, understandings, and agreements, whether verbal or written.
24. This Agreement shall ensure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.

SCHEDULE “A”

OFM – PUBLIC FIRE SAFETY GUIDELINE **PFSG – 04-64A-12**

A key factor in determining the effectiveness of the delivery of fire protection is measuring the performance of the fire service in relation to the time the original call was received in relation to functions implemented on the fire ground or emergency scene.

It is recommended that, when advised, as a minimum the following times and information is recorded mechanically or electronically by every communications centre:

- Date and time call originated
- Date and time call originally answered (911 or local)
- Date and time call conference (911)
- Date and time call answered by downstream agency (911)
- Date and time alarm dispatched
- Date and time Alarm acknowledged
- Date and time each apparatus mobile
- Date and time each apparatus on scene
- Number of personnel on each apparatus
- Date, time and name of command announced
- Date and time of agent was applied
- Date, time, and name if command is transferred
- Date and time “All Clear” if applicable
- Date and time “Under Control” if applicable
- Date and time “Loss Stopped” if applicable
- Date and time “Primary Search Completed”
- Date and time “Secondary Search Completed”
- Date, time, and name of any supporting service/agency requested

SCHEDULE “B”
OWEN SOUND POLICE SERVICE
DISPATCH CENTRE

Each incremental increase shall take effect on January 1, of each of the identified years.

This tariff increase shall take effect January 1, 2018 and conclude on December 31, 2020.

2018 - $\$2.34 \times 8,395$ per capita = \$ 19,644.30

2019 - $\$2.40 \times 8,395$ per capita = \$ 20,148.00

2020 - $\$2.46 \times 8,395$ per capita = \$ 20,651.70