

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 5022-17**

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE
CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
AND THE CORPORATION OF THE CITY OF ST. CATHARINES
(Fire Dispatch Service Agreement Renewal January 2018 –
December 2022)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement dated the 11th day of December, 2017 between The Corporation of the Town of Niagara-on-the-Lake and The Corporation of the City of St. Catharines for the renewal of the Fire Dispatch agreement, be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 11th DAY OF
DECEMBER, 2017**

LORD MAYOR PAT DARTE

TOWN CLERK PETER TODD

02

THIS AGREEMENT made in duplicate this day of , 2017, and
authorized by By-law No. 2017- of the City of St. Catharines.

B E T W E E N :

THE CORPORATION OF THE CITY OF ST. CATHARINES
(hereinafter called "St. Catharines")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter called "NOTL")

OF THE SECOND PART

WHEREAS section 20 of the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that a municipality may enter into an agreement with one or more municipalities for their joint benefit on any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS section 2(5) of 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;

AND WHEREAS St. Catharines has been providing NOTL with computer aided dispatch services and NOTL has requested that St. Catharines continue to provide its municipality with such services;

AND WHEREAS St. Catharines also provides similar services to Fort Erie, Pelham, Thorold, West Lincoln, Grimsby, Wainfleet, Port Colborne, Welland, Lincoln, Haldimand and Norfolk;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. St. Catharines agrees to provide NOTL with computer aided fire dispatch service and required backup operations for a five (5) year period commencing on January 1, 2018 to continue until December 31, 2022 (the "Term").
2. NOTL agrees that it shall be responsible to pay to St. Catharines the annual sums as highlighted in yellow on Schedule "A" attached hereto. In every case the annual amounts shall be payable by NOTL in quarterly instalments, in advance and upon the receipt of an invoice from St. Catharines.
3. The parties hereto agree that in the event St. Catharines should be successful in negotiating additional users to this computer aided fire dispatch service, that the rate referred to herein may be renegotiated to reflect other users, however NOTL's share is will not increase except as outlined in paragraph 2 herein.
4. Any subsequent renewal of this Agreement is subject to changes in terms and conditions, including fees payable, as agreed to by the parties.
5. St. Catharines, together with all Municipalities that have an agreement with St. Catharines for the provision of fire dispatch agreements shall form a Joint Operating Committee (hereinafter "JOC") to oversee the provision of dispatch services including Geographical Information Systems, Information Technology, Standard Operating Guidelines, and performance targets for St. Catharines' Dispatch Centre (hereinafter the "Centre"). This JOC will consist of the Fire Chief of St. Catharines, the Fire Chiefs of each municipality for which St. Catharines provides dispatch services, and the Chief Communications Officer for St. Catharines.
6. The JOC shall hold two (2) meetings per year during each year of the Term, and all meetings of the JOC shall have an agenda and recorded minutes.
7. On an ongoing basis the JOC shall review staffing and service levels of the Centre and shall forward any recommendations to the CAO's of each municipality.

8. The parties acknowledge that:

- a) The overall responsibility for the Communication Division of the St. Catharines Fire Services will be under the direction of a senior (non-union) member of the St. Catharines Fire Services. The day-to day supervision of the Centre and its staff and operations will be the responsibility of the Chief Communications Officer who is hired by St. Catharines;
- b) After hours and holiday supervision of the Centre will be provided by Communications Coordinators, and/or the on duty Platoon Chief of the St. Catharines Fire Services;
- c) Operating costs to staff, operate, maintain, repair and replace the Centre will be determined by St. Catharines in its sole discretion. Capital costs will include costs for dispatch equipment and any peripheral devices, but will exclude costs for the interior or exterior of the building;
- d) A minimum of two (2) Public Safety Telecommunicators will be present at the Centre at all times; and
- e) City of St. Catharines Information Systems support staff will be available Monday to Friday 8:30am to 4:30pm for any supported platforms. After hours assistance shall be coordinated through the on-call St. Catharines Senior Officer.

9. NOTL shall be responsible for the following:

- a) To provide high speed internet connections dedicated to each station printer and terminal which is to receive the computer aided dispatch transmittals from St. Catharines;
- b) To provide existing or compatible radio systems and hardware to receive the transmittals from St. Catharines;

- c) To maintain all required equipment, owned by NOTL, including its radio system and hardware and high speed internet connection, in good working order at all times;
 - d) To provide master run card information and any other pertinent information;
 - e) On a monthly basis, to provide St. Catharines and/or St. Catharines' geographical information systems (GIS) provider all necessary information for the operation of the dispatch system, including but not limited to maps, single line road network data, hydrant locations, assessment data, and any and all other pertinent data as required by the Fire Chief for St. Catharines and to immediately notify St. Catharines of any inaccuracies it discovers;
 - f) To update all Location Information Forms provided by St. Catharines;
 - g) To maintain an up-to-date copy of the backup dispatch documentation (street grid and range files, paper maps) as provided to St. Catharines; and
 - h) To continue to be responsible for receiving all non-emergency and business calls directly.
10. St. Catharines agrees that it shall:
- a) Provide NOTL with computer aided fire dispatch twenty-four (24) hours a day, seven (7) days a week, which service shall include the receipt, recording and retransmission of all calls for Fire Department Emergency Services for NOTL;
 - b) Maintain the equipment located in St. Catharines, and other locations as may be required from time to time for the provision of the services outlined herein;

c) Retain all voice recordings for a period of up to one hundred and eighty (180) days and all written and CAD records for a period of up to seven (7) years, and provide copies of secure voice recordings upon request from NOTL;

d) Provide monthly and annual call for service reports to NOTL based on dispatch time reports, call volume and nature of the calls;

e) Provide the necessary training and supervision to ensure that its employees are in compliance with the Operational Guidelines of St. Catharines Fire Service and shall work towards operating at the National Fire Protection Association (hereinafter "NFPA") 1221, Chapter 7 Standard for Dispatch Operations Level. The parties acknowledge that such performance targets are targets only and not an obligation of St. Catharines; and

f) Use best efforts for communications personnel to meet the current edition of NFPA 1061 Standard for Public Safety Telecommunicator Professional Qualifications, without prejudice.

11. All computer aided dispatch incident records and data in connections with an incident ("Data") will belong to the party to which the incident relates. Each party will be responsible for the storage, integrity, retention and destruction of its own Data. St. Catharines will not be responsible for the NOTL's storage, integrity, retention or destruction of its Data.

12. The parties agree that either party shall have the right to terminate this Agreement, for any purpose whatsoever, by giving twenty-four (24) months prior written notice to the other party, and no compensation shall be payable for any damages incurred.

13. If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give a notice in writing of the breach to the defaulting party and request that the default be remedied. If the party in breach fails to remedy the breach within fifteen (15) days after the date of written notice, then this Agreement may

be terminated by written notice of termination given by the complaining party, such termination to be effective fifty (50) days from the date of the notice of termination. In the event that notice of termination is provided by either party, St. Catharines shall continue to provide the services described herein until the effective date of the termination, and NOTL shall continue to make payment of the fees in accordance with this Agreement until the effective date of termination.

14. Each party to this Agreement (the "First Party") shall indemnify and hold harmless the other party and its officers, directors, employees, members of council, assignees, licensees, sub-licensees, customers and agents (the "Other Party") from any and all claims, losses, liabilities, damages, actions, debts, expenses and costs which result from and/or are based on the acts, omissions, default or negligence of the First Party or those for whom the First Party is at law responsible.

15. St. Catharines shall obtain, pay and maintain in effect for the duration of this Agreement Commercial General Liability Insurance and Errors and Omissions Liability Insurance, each in the amount of not less than Two Million Dollars (\$2,000,000.00), naming NOTL as an additional insured. St. Catharines shall deliver to NOTL a certificate of insurance for such coverage.

16. No waiver by either party to this Agreement of any default, breach or non-observance by the other party at any time or times in respect of any provision herein contained shall operate as, or be deemed to be, a waiver of the non-defaulting party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way such party's rights in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the non-defaulting party save only express waiver in writing.

17. St. Catharines will not disclose or disseminate confidential information received by NOTL to anyone other than those employees with a need to know. Nothing in this section precludes St. Catharines from complying with the requirements of the *Municipal Freedom*

of *Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended and subject to the provisions of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, CHAPTER E.9, as amended, it is understood and agreed by NOTL that this Agreement and any information or material submitted to St. Catharines under this Agreement may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

18. This Agreement embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set forth.

19. This Agreement may only be amended in writing upon being signed by both parties.

20. Any notice required by any provision of this Agreement shall be given in writing addressed, in the case of notice to St. Catharines, to it at:

The Corporation of the City of St. Catharines
50 Church Street
P. O. Box 3012
St. Catharines, Ontario L2R 7C2
Attention: City Clerk

and, in the case of notice to NOTL, to it at:

The Corporation of the Town of Niagara-on-the-Lake
P.O. Box 100, 1593 Four Mile Creek Rd
Virgil, ON L0S 1T0
Attention: Town Clerk

and sent by prepaid registered mail. The time of giving such notice shall be conclusively deemed to be the second business day after the day of such mailing. Such notice shall also be sufficiently given when it shall have been delivered, in the case of notice to St. Catharines, to the City Clerk, and in the case of notice to NOTL, by delivery to the County Clerk. Such notice, if delivered, shall be conclusively deemed to have been given and received at the time of such delivery.

21. Neither party shall assign this Agreement nor any right or obligation hereunder without first obtaining the prior written consent of the other party.

CLERK

SCHEDULE "A"

City of St. Catharines
 2018 - 2022 Computer Aided Dispatch Partner Allocations

Municipality	2018 Allocation	2019 Allocation	2020 Allocation	2021 Allocation	2022 Allocation
	3.00%	3.00%	3.00%	3.00%	3.00%
Fort Erie	\$ 93,278.00	\$ 96,076.00	\$ 98,958.00	\$ 101,927.00	\$ 104,985.00
Grimsby	74,540.00	76,776.00	79,079.00	81,451.00	83,895.00
Niag-on-the-Lake	56,902.00	58,609.00	60,367.00	62,178.00	64,043.00
Pelham	53,084.00	54,677.00	56,317.00	58,007.00	59,747.00
Port Colborne	74,879.00	77,125.00	79,439.00	81,822.00	84,277.00
Thorold	79,472.00	81,856.00	84,312.00	86,841.00	89,446.00
Wainfleet	22,628.00	23,307.00	24,006.00	24,726.00	25,468.00
Welland	166,066.00	171,048.00	176,179.00	181,464.00	186,908.00
West Lincoln	42,130.00	43,394.00	44,696.00	46,037.00	47,418.00
Lincoln	67,216.00	69,232.00	71,309.00	73,449.00	75,652.00
Haldimand	99,734.00	102,726.00	105,808.00	108,982.00	112,251.00
Subtotal	\$ 829,929.00	\$ 854,826.00	\$ 880,470.00	\$ 906,884.00	\$ 934,090.00
Norfolk	\$ 153,175.00	\$ 157,387.00	162,109.00	166,972.00	171,981.00
St Catharines	\$ 944,246.00	972,573.00	1,001,750.00	1,031,803.00	1,062,757.00
Total	\$ 1,927,350.00	\$ 1,984,786.00	\$ 2,044,329.00	\$ 2,105,659.00	\$ 2,168,828.00