

CORPORATION OF THE VILLAGE OF POINT EDWARD

BY-LAW 30 of 2023

**Being a By-Law to Authorize the Execution of an Agreement between
the Village of Point Edward and the Sarnia Police Services Board for
the Provision of Dispatch Services**

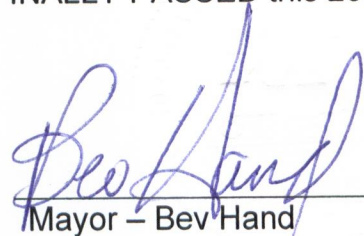
WHEREAS the Council of Village of Point Edward has deemed it necessary to enter into an agreement for the provision of dispatch services with the Sarnia Police Services Board and:

WHEREAS schedule "A" is the agreement in its entirety:

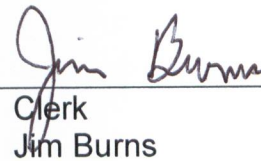
**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE VILLAGE
OF POINT EDWARD ENACTS AS FOLLOWS:**

1. THAT the Clerk and Mayor are hereby authorized to execute an agreement between the Sarnia Police Services Board and the Village of Point Edward as per the attached Fire Dispatch Services Agreement (Schedule "A").
2. That this by-law shall come into force and take effect on and from the date it is finally passed by Council.

READ a FIRST,SECOND and THIRD TIME and FINALLY PASSED this 25th day of July 2023.



Mayor – Bev Hand



Clerk
Jim Burns



SARNIA POLICE SERVICE

Derek W. Davis, Chief of Police

555 CHRISTINA STREET NORTH, SARNIA ONTARIO N7T 7X6
TEL: 519-344-8861 FAX: 519-344-6001

FIRE DISPATCH SERVICES AGREEMENT

Effective the 7th day of June 2023

BETWEEN:

THE SARNIA POLICE SERVICES BOARD

("Sarnia")

- and -

The Village of Point Edward

(the "Municipality")

WHEREAS:

- A. Sarnia and the Municipality desire to enter into a Fire Dispatch Services Agreement (the "**Agreement**") for Sarnia to provide fire dispatch and information and communication technology services to the Municipality; and
- B. Section 20(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the parties covenant and agree as follows:

1. SARNIA'S RESPONSIBILITIES

Sarnia shall be responsible for the following:

- A. Providing emergency fire dispatch services ("**Dispatching**" or "**Dispatching Services**") to the Municipality in accordance with Ontario regulations under the *Fire Protection and Prevention Act*, S.O 1997 c. 4. Dispatching Services shall include the following:
 - i. Responding to 911 telephone calls and non-911 telephone calls with respect to the area for which Dispatching Services shall apply, as approved by Sarnia based on the GIS information to be provided by the Municipality ("**Dispatch Area**");

- ii. Alerting the members of the Municipality's Fire Department of an emergency;
 - iii. Communicating with the Municipality's Fire Department under both emergency and non-emergency conditions;
 - iv. Communicating with the Municipality's Fire Department regarding the potential need for mutual aid and monitoring the level of an ongoing emergency activity;
 - v. Communicating with other agencies during an emergency upon the request of the Municipality Fire Department incident commander;
 - vi. Providing information, data and other resources during emergencies and on a day to day basis;
 - vii. Maintaining and reporting on all dispatch calls in accordance with Ontario regulations;
 - viii. Ensuring back up of the computer dispatching data. Sarnia shall, on the written request of the Municipality, provide the Municipality with the data in electronic format, once annually;
 - ix. At any time, the Municipality may request a copy of their data. Sarnia shall provide same, within a reasonable amount of time, at the fees set out in Schedule B. The data will be provided in the requested format of the Municipality; and
 - x. Voice recordings of all telephone and radio transmissions can be provided to the Municipality at the request of the Fire Chief or Deputy Fire Chief. These recordings will be provided in digital format on an external device to be retrieved by the Lambton County (the "**County**").
- B. Providing to the Municipality information technology support as set out in Schedule A.

2. CAD MAPPING

The Municipality:

- A. Is responsible for and shall provide Sarnia, on a continuous basis, all necessary information for the operation of the dispatch system, including but not limited to maps and GIS data required for Sarnia's approval of the Dispatch Area, single line road network data, hydrant locations, water main information, assessment data, any and all other pertinent data. Updates to the mapping and data shall be provided by the Municipality to Sarnia, when requested by Sarnia;
- B. Acknowledges and agrees that the County shall provide Sarnia with mapping information and a limited license to modify the data for the purpose of creating an integrated and seamless map ("**CAD Mapping**") across different regions including the area described as the Dispatch Area. The CAD Mapping is used to facilitate the Dispatching Services and management of fire calls by Sarnia on behalf of the Municipality;
- C. Shall provide mapping to Sarnia in a shp or prescribed format compliant with the standards requested by Sarnia;
- D. Shall provide the applicable parts of the County with updates to the maps for the Dispatch Area in a timely manner;
- E. Shall immediately notify both the County and Sarnia of any mapping inaccuracies it discovers;
- F. Shall immediately notify both the County and Sarnia of any changes to the names of existing roads; and

- G. Agrees that it will at all times indemnify and save harmless Sarnia, its members, directors, employees, officers, representatives, agents and assigns, including the members of the Sarnia Police Service from any and all claims, actions suits or demands for damages or otherwise arising from any errors, modifications or inaccuracies in the CAD Mapping, or from any misuse, misinterpretation or misapplication thereof, whether or not due to the negligence of Sarnia, its members, directors, employees, officers, representatives, agents or assigns.

Sarnia:

- H. Shall immediately notify the Municipality of any errors or inaccuracies discovered by Sarnia in the Municipality mapping. The Municipality shall be responsible to provide both the County and Sarnia with an updated and corrected map(s) in a timely fashion; and
- I. Makes no representations, covenants or warranties with respect to the mapping information or the CAD Mapping. Sarnia specifically does not warrant that the mapping information or the CAD Mapping is free of any inaccuracies or errors. Sarnia relies entirely on the Municipality for the accuracy and completeness of the data provided.

3. DISPATCH AND COMMUNICATIONS BACKUP

- A. Sarnia shall provide an operational back-up communications centre in the event that the primary communications centre is not operational.
- B. The Municipality shall provide Sarnia with a list of contacts who Sarnia shall be authorized to contact in the event communication has to resort to cellular usage.
- C. The Municipality agrees that it will assume control of its own dispatch centre on a temporary basis if and when required and for such period of time as may be required by Sarnia as a result of both the primary and secondary dispatch centres of the Sarnia Police Service being unavailable.
- D. The Municipality also agrees to provide Sarnia with a portable radio and associated charger to be used by Sarnia, in the event Sarnia's main communication consoles fail.
- E. The Municipality will provide a list to Sarnia of list of authorized fire officials who are permitted to contact Sarnia communications to speak with the communications supervisor and make requests or participate in a debriefing of a call for service.

4. FEES

The Municipality shall pay to Sarnia the fees as set out in Schedule B.

The fees will be determined by Sarnia on an annual basis and the following year's fee will be provided to the Municipality on or about October 1st of the current year. Factors that will be considered in the annual fee determination of the agreement include, but are not limited to, workload, staffing, business support, facility costs, changes to the Sarnia Police Service Collective Agreements, and other expenditures necessary to the provision of the dispatching service.

5. STANDARD OPERATING PROCEDURES

The Municipality agrees that it shall comply with the Standard Operating Procedures set out in Schedule C as updated and communicated by Sarnia to the Municipality from time to time.

Sarnia will have the authority to make the final decisions on the contents of the Standard Operating Procedures. The Municipalities who are entering into agreements with Sarnia will participate in working groups to establish the contents of the Standard Operating Procedures. In the event that the Municipalities cannot come to an agreement, Sarnia will decide what the Standard Operating Procedures are.

Any Municipality who enters into an agreement with Sarnia after the completion of the Standard Operating Procedures agree to abide by their contents until such time that they are amended.

6. TERM AND TERMINATION

This Agreement shall take effect on the date first written above and will remain in force for five (5) years, and shall automatically renew for subsequent one (1) year periods, unless otherwise terminated pursuant to this Agreement or as noted below (the "**Term**"):

- (a) the mutual agreement of the parties to terminate the Agreement;
- (b) the termination of the Agreement by either party upon ninety (90) days' prior written notice to the other party;
- (c) this Agreement is superseded or replaced by another agreement;
- (d) upon written termination notice by Sarnia to the Municipality pursuant to Section 9 of this Agreement;
- (e) upon written termination notice by a party (the "**Non-Defaulting Party**") following the Cure Period, as defined below, to the other party (the "**Defaulting Party**") in the event the Defaulting Party materially breaches a term or condition of, or is in material default in the performance of an obligation under this Agreement (and for greater certainty, a failure to pay the fees required to be paid to Sarnia when due as set out in this Agreement shall constitute a material breach under this Agreement), which material breach or material default is not remedied within fifteen (15) business days after written default notice by the Non-Defaulting Party has been delivered to the Defaulting Party (the "**Cure Period**").

7. EFFECT OF TERMINATION

Upon termination of this Agreement, Sarnia shall immediately cease performing the Dispatching Services. The Municipality will pay for the Dispatching Services rendered through the date of termination. If the Agreement is terminated by the Municipality, the Municipality further agrees to indemnify Sarnia for all reasonable expenses incurred by Sarnia as a direct result of the Municipality terminating this Agreement, including but not limited to expenses resulting from the termination of dispatchers. Upon termination, a final invoice shall be provided to the Municipality, covering the Dispatching Services and all fees owing to Sarnia

pursuant to this Agreement until the date of termination. The Municipality's obligation to pay and settle the final invoice shall survive any termination or expiry of this Agreement. Upon request by the Municipality, Sarnia shall reasonably cooperate with the Municipality in order to facilitate the orderly termination and/or transition of the Dispatching Services with the least amount inconvenience and disruption to the Municipality.

8. INDEMNIFICATION

The parties agree that each of them undertakes no duty of care with respect to the other party, and subject to Sections 2G and 7, neither party shall be required to indemnify the other as a result of any provision of services under this Agreement. Both parties agree that they shall maintain adequate liability insurance with respect to any claims by any party for physical or personal damages or negligence, as the case may be, on behalf of the parties, and their respective members, directors, officers, employees, representatives, agents and assigns. Notwithstanding the foregoing, under no circumstances will Sarnia be liable for any amount exceeding the aggregate amount of fees received by Sarnia pursuant to this Agreement, over the three (3) month period immediately preceding the date on which such claim for indemnity is made.

9. AMENDMENTS AND TECHNOLOGICAL CHANGE

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. It is agreed that any amendment to or replacement of this Agreement shall be worded so as to take full force and effect on the 1st day of January for the year in which the amendment or new agreement is made.

The Municipality agrees and acknowledges that in the event that technology required to provide Dispatching Services changes significantly from what is contemplated under this Agreement, Sarnia may require an amendment to this Agreement, which amendment may include, without limiting the generality of the foregoing, an amendment to Sarnia's or the Municipality's responsibilities pursuant to this Agreement, or an amendment to the fees set out in Schedule B attached hereto. If the Municipality does not agree to execute such an amendment, Sarnia may terminate this Agreement upon one-hundred twenty (120) days written notice to the Municipality.

10. OTHER AGREEMENTS

The Municipality acknowledges that Sarnia may enter into similar agreements with other municipalities. As a result of such further agreements or the increased volume of the dispatched messages arising out of this Agreement, either party may determine that additional equipment or manpower is necessary for the proper functioning of the dispatch system. If either party determines that additional equipment or manpower is necessary, both parties shall enter into negotiations to determine the necessity of such additional equipment or manpower. If, as a result of negotiations, the parties are unable to agree as to the necessity of additional equipment or manpower within ninety (90) days of commencing negotiations, this Agreement shall be terminated subject to the provisions set out in Section 6 (Termination) above.

11. DISPUTE RESOLUTION

In the event of any dispute between the parties arising from this Agreement, the disputing party will deliver written notice to the non-disputing party. The parties shall exhaust every reasonable effort to settle or dispose of such dispute through private amicable discussion and negotiation. In the event that the parties are unable to amicably settle any dispute within ten (10) business days following the disputing party's delivery of notice, either party may submit the dispute to mediation. If the parties cannot resolve the dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, either party may then commence binding arbitration in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario). The seat of the arbitration and the place for the hearings, if any, will be Sarnia, Ontario, provided that the parties may unanimously agree that a hearing be held wholly or partially at any other location. The arbitration will be conducted before one (1) arbitrator appointed jointly by the parties and, if the parties are unable to agree on the selection of such an arbitrator, the arbitrator shall be designated by a Judge of the Ontario Court (General Division) upon an application by any party. Any decision of the arbitrator shall be final and binding on the parties, without the right to appeal, except as to a question of law. Responsibility for costs in connection with the arbitration shall be determined by the arbitrator in its award.

12. COMPLIANCE WITH LAWS AND CONFIDENTIALITY

The parties undertake and agree that personal information in records delivered to it by the other party will be used for the limited purposes of performing their responsibilities under this Agreement. The parties further acknowledge that any personal information obtained from the other party for the Agreement will be protected under the terms of their privacy policies and applicable privacy legislation.

13. AGREEMENT BINDING

This Agreement is binding upon and inures to the benefit of the parties hereto, and their respective successors and permitted assigns.

14. ASSIGNMENT

Neither Party shall assign this Agreement or any part thereof without the written consent of the other party and any assignments made without such consent shall be null and void and of no effect.

15. SEVERABILITY

If any covenant, provision or term of this Agreement should be at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect.

16. HEADINGS

The section headings are for purposes of convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

17. FORCE MAJEURE

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in performing its services, obligations or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, tsunami, epidemics, pandemics or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) telecommunication breakdowns, power outages or shortages; and (e) other events beyond the control of the Impacted Party.

The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it, the parties shall discuss appropriate measures to take, including the possibility of termination of this Agreement.

18. SURVIVAL.

The rights and obligations of the parties set forth in Sections 2G, 4, 7, 8, 11, 12 and 18 will survive any termination or expiration of this Agreement, together with any right or obligation of the parties in this Agreement, which by its express terms or nature and context, is intended to survive such termination or expiration.

19. NOTICE

All notices hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 19).

Sarnia Police Service
555 Christina St N
Sarnia, ON N7T 7X6

Attention: Chief of Police
263@police.sarnia.on.ca
Fax: 519-344-3612

To the Municipality at:

Chief Administrative Officer
135 Kendall Street
Point Edward, ON
N7V 4G6

20. ENTIRE AGREEMENT

Except as otherwise stated herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous agreement whether written or verbal. There are no terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set out in this Agreement.

21. APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

The Sarnia Police Services Board

Name:
Title:

Name:
Title:

We have authority to bind the Corporation

Corporation of the Village of Point Edward

Name: Bev Hand
Title: Mayor

Name: Jim Burns
Title: Chief Administrative Officer/Clerk

We have authority to bind the Corporation

SCHEDULE A

RECORDS MANAGEMENT SYSTEM

1. Support by Sarnia

Sarnia's Information Technology Department shall provide the following services to the Municipality with respect to the records management system utilized by Sarnia for the purpose of collecting and reporting data with respect to Fire Dispatch Services (the "**Records Management System**"):

- A. Provide the Municipality with password protected logon to Records Management System, if required;
- B. Store such copies of electronic files as are provided by the Municipality and allow for access through the Records Management System. Sarnia does not accept responsibility for maintenance or safekeeping of any such electronic files;
- C. Ensure that Dispatching is capable of producing adequate notification; and
- D. Provide Sarnia Service Desk support for the above and for general usage questions from Monday to Friday between 8:00 A.M. to 5:00 P.M.

2. Responsibilities of the Municipality

The Municipality shall have the following responsibilities:

- A. To provide base level of communication link capabilities in order to provide and maintain internet connection. The Municipality shall provide and properly maintain a base level of workstation, operating system and IE level to support its internal use of the Records Management system application. The Municipality shall also take responsibility for its network, all firewalls and configurations at the local level to allow the Records Management System application to work;
- B. The Municipality shall attempt to have Records Management System issues resolved internally prior to contacting Sarnia Service Desk by performing troubleshooting by qualified information technology personnel at local level;
- C. The Municipality shall be responsible to maintain the appropriate back up files for all electronic files transmitted to Sarnia;
- D. The Municipality staff shall provide timely, accurate and reasonable descriptions of its problems to Sarnia Service Desk staff in order to facilitate the support processes; and
- E. The Municipality staff shall contact Sarnia Service Desk staff by phone at [519-344-8861](tel:519-344-8861) ext. 5678 or SystemsBranch@police.sarnia.on.ca for all requests regardless of the priority or subsequent actions taken.

SCHEDULE B

FEES

1. Dispatching Fees

The following fees shall be applicable for Dispatching Services provided by Sarnia:

- A. For Dispatching Services, Municipality shall pay to Sarnia, annually, as invoiced by Sarnia, a per capita rate (the "**Rate**") for the entire Dispatch Area. The Rate applies to all citizens protected by the Municipality's Fire Department, or under any agreement with other municipal fire departments. The Rate payable each year of the Term of this Agreement shall be:

2023 - \$4.00

- B. Sarnia will invoice the Municipality on January 1 of each year. For the first year of the agreement, the Municipality will be invoiced on a prorated basis for the period of time corresponding to each invoice period and invoiced upon the effective date of the agreement.
- C. Sarnia shall review the population of the Municipality on an annual basis. The most recent census data available from Statistics Canada will be used to determine the number of citizens protected.
- D. The Municipality shall pay the greater of \$2,500 or the fee as determined by the Rate set out in item A as the base price.
- E. The Municipality shall pay the dispatching fees within thirty days of receipt of the invoice. Interest at the rate of 5.0% per month shall accrue on past due accounts.
- F. If the Agreement continues following the termination of the Term, then the Rate shall be increased by Sarnia for each subsequent year following the termination of the Term at Sarnia's sole and unfettered discretion, provided that Sarnia gives notice in writing to the Municipality no later than August 31st of each year following the termination of the Term of the increase to the Rate.
- G. If the Agreement is terminated pursuant to Section 6 of the Agreement, then Sarnia will reimburse the fees paid on a prorated basis for the amount of time that dispatch services will not be provided for the remainder of the invoiced period.

2. Additional Fees

The following Additional Fees shall be applicable:

- A. The Municipality shall be responsible for all charges and costs billed to Sarnia directly from Bell Canada or other parties which are properly attributable to Municipality. Sarnia shall identify and forward to Municipality invoices with respect to same which shall be paid by the Municipality forthwith upon receipt thereof.
- B. The Municipality shall pay any labour costs incurred by Sarnia with respect to the implementation, updating and maintaining of the Municipality's information within the CAD system. This includes the initial implementation of the information upon the signing of this agreement.
- C. The Municipality shall pay any labour costs incurred by Sarnia with respect to any Sarnia employees who are subpoenaed to give evidence at any inquest, hearing, court case, etc. associated with the dispatching process set out in this Agreement.
- D. If the Municipality uses a different radio maintenance vendor from Sarnia's radio maintenance vendor, then the Municipality shall pay all invoices, charges and costs incurred by Sarnia as a result of failures in the Municipality's radio equipment.

3. Fees for Records Management Users

The following fees shall be applicable for IT support:

- A. Prior to August 30th of each year, Sarnia may unilaterally increase the Support Fee increases greater than the rate of inflation according to the CPI. Sarnia shall provide notice to the Municipality of the increase. The increase shall be effective January 1st of the respective year.

4. Optional Fees

The following fees are options available to the Municipality:

- A. Graphic Services for mapping used in CAD (\$0.10 per capita) - Includes the ability to use the services of GIS staff at Sarnia to ensure accuracy of information used in CAD system.

5. Technological Change

- A. In the event of technological changes that require Sarnia to modify the Dispatching Services, Sarnia may amend this Schedule B in accordance with Section 9 of the Agreement to reflect any increase in the Rate for providing the Dispatching Services.

SCHEDULE C

STANDARD OPERATING GUIDELINES AND PROCEDURES

The Municipality shall comply with the following guidelines:

- A) Standard Operating Guideline "Emergency Radio Announcement"
- B) Standard Operating Guideline "Mayday" Communications
- C) Standard Operating Guideline "Universal Terms"
- D) Standard Operating Guideline "Universal Paging Procedures"
- E) Standard Operating Guideline "Universal Numbering System for Events"

- F) Standard Operating Guideline "Universal Call Out Procedures"
- G) How to handle neighbouring communities
- H) Provide The Municipality's Tiered Response Agreement with EMS