

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 16-1304

Being a by-law to authorize an agreement with the North Bay Regional Health Centre for the provision of communication (call taking and alerting) services to the Temagami Fire Service by the North Bay Central Ambulance Communications Center (CACC).

WHEREAS under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Municipality of Temagami passed By-law 11-1022 on the 11th day of August, 2011 (amended by By-law 12-1078 on the 9th day of August, 2012) to enter into a 5-year agreement for the provision of communication (call taking and alerting) services to the Temagami Fire Service by the North Bay Central Ambulance Communications Center (CACC);

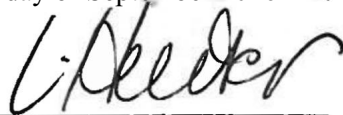
AND WHEREAS Council passed Resolution 16-358 on the 21st day of July, 2016 deeming it advisable to enter into a new 5-year agreement effective September 1, 2016 with the North Bay Regional Health Centre for this service to be provided by the CACC;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

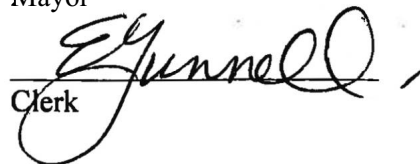
1. That the Mayor and Clerk are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. That this by-law shall repeal and replace By-law 12-1078.
3. This by-law shall come into force and take effect upon final passing thereof.
4. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST time on this 1st day of September 2016.

READ A SECOND AND THIRD time and finally passed this 1st day of September 2016



Mayor



Clerk

THIS AGREEMENT effective as of the **1st day of September, 2016**

BETWEEN:

The Corporation of the Municipality of Temagami

(hereinafter referred to as the "Municipality")

AND:

North Bay Regional Health Centre

(hereinafter referred to as the "Hospital" or other entity)

WHEREAS it is the intention of the parties to enter into an agreements for the provision of communication (call taking and alerting) services to the Temagami Fire Service by the **North Bay CACC** (hereinafter referred to as the "CACC"), which is operated by the **North Bay Regional Health Centre** (hereinafter referred to as the "Hospital" or whatever entity), 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 covenant 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.

(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 this 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 Communication 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 the 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 North Bay 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 North Bay CACC owned or purchased by the Municipality and used for the purposes of this Agreement;
 - (iii) immediately upon the assignment and transfer referred to in paragraph 1 (e) (ii), the North Bay CACC shall cease to have any rights or obligations in respect of the Agreement;
 - (iv) 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 14, clause 15, and clause 16, 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 9 and clause 10 shall not apply. Rather, the Municipality shall give the Minister 90 days notice of its intention to terminate, after which time this Agreement shall automatically terminate.
- (ii) 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 Minister,
- 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 the "Committee").
 - (b) The Committee shall be composed of representatives from the CACC (1), the Municipality (1), and the Temagami Fire Service (1) (appointed under sub clause 5(b)).
 - (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 DEPARTMENTS

5. (a) The fire service for which the CACC is to provide call taking and call alerting services under this Agreement is the Temagami Fire Service.
- (b) For the purpose of sub clause 4 (b), the Municipality shall appoint a representative on the Committee for the Temagami 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, and the Committee.

ADMINISTRATIVE FEES

6. (a) The Municipality shall pay the Minister an administrative fee in accordance with Schedule D of this Agreement.
- (b) If this Agreement is terminated under either sub clause 1 (f), the fee payable under sub clause 6 (a) shall be pro rated to the date of termination.

FIRE SERVICE CALL FEES

7. (a) The Municipality shall pay the CACC a fee of (waived) for each fire service call received by the CACC in a format as agreed to by the participating communities of the Municipality. The amount set for such fees shall not be subject to any amendment under clause 10.
- (b) The obligation to pay the (waived) fee provided for in sub clause 7 (a), shall apply until 23:59 on August 31, 2016.
- (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 service 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 at the end of each month during the term of this Agreement and on the termination or expiry of this Agreement.

INVOICES

8. 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

9. This Agreement shall commence on September 1, 2016, and shall have a term of 5 years so that it will expire at 23:59 August 31, 2021 (hereinafter referred to as the "expiry date"), unless terminated before that date under sub clause 1 (f) or clause 12.

PERFORMANCE, BREACH AND AMENDMENT

10. (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 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 10 (a), and either paragraph 10 (a) (i) or paragraph 10 (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 7 days of the issuance of the report issued under sub clause 10 (d).

- (c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under sub clause 10 (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 10 (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.

TERMINATION FOR CAUSE

11. Having regard to paragraph 10 (a) (i), paragraph 10 (a) (ii) and sub clause 10 (b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving notice, within 7 days of the issuance of the report under sub clause 10(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

12. (a) Where this Agreement has been terminated under sub clause 1 (f), or sub clause 11 or has expired under clause 9, 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), or clause 10, the CACC shall send the Municipality an invoice for any amount owed by the Municipality to the CACC.

NOTICE

13. Any notice or other communication, with the exception of invoices (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 the Hospital, to:

North Bay Central Ambulance Communications Centre
C/O North Bay Regional Health Centre
50 College Drive
NORTH BAY ON P1B0A4

Attention: CACC Manager

and, in the case of the Municipality, to:

The Municipality of Temagami
P.O. Box 220
TEMAGAMI ON P0H 2H0

Attention: Jim Sanderson, Fire Chief

14. (a) For the purpose of this Agreement, all CACC personnel shall at all times be deemed to be employees or agents of the Hospital (or other TP entity), 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


15. 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.

IN WITNESS WHEREOF the Hospital and the Municipality have hereunto set their hands and seals.

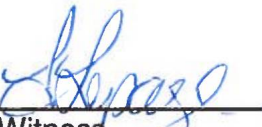


Witness

For the North Bay Regional Health Centre

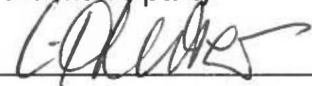


Tiziana Silveri, Vice President
Clinical and Chief Nursing Executive

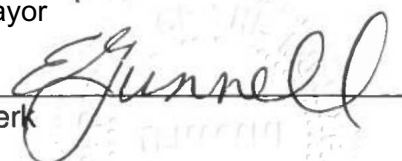


Witness

For the Municipality



Mayor



Clerk

SCHEDULE A

As per Section 1, the CACC will provide the following on going services:

- Call-taking and call alerting services as per the CACC's Fire Call Taking & Alerting Policy & Procedure.
- Voice recording of telephone and paging communications, if technically possible.
- A pager testing program for the fire department.
- CACC will also continue to work together with the Joint Steering Committee to develop policies and procedures with respect to call-taking, call alerting, and/or dispatching; and other operational issues pertaining to the fire services.
- Train all new staff on how to call-take and alert fire departments and in the Emergency Fire Service Plan and Program of the Municipality, through local policy.
- Coordinate collection and dissemination of local fire dispatch zone data for incorporation into the CACC dispatch system for the purpose of the contract.
- Responsible for any additional telephone line charges and staffing resources necessary to maintain fire call taking and dispatching services

Schedule "A" to By-law 16-1304
SCHEDULE B

As per section 3, the Municipality will provide the following on going services:

- Ensure that the on-going dispatch function is assumed by a fire department as quickly as possible after a fire department has been alerted of a call by CACC.
 - Voice recording of radio communications, if technically possible
 - Install and maintain a paging system accessible to the CACC
 - Install and maintain a radio system at the CACC to communicate with the Fire Service (if required for full dispatching services)
 - Ensure that service area maps used by the CACC for call-taking and alerting the Fire Service are updated regularly.
 - Assist the CACC with the development of policies and procedures relating to fire call-taking and alerting.
 - Maintain a current copy of the Municipality Emergency Fire Service Plan and Program and provide a copy to the CACC.
- * Ensure that the fire service continues to respond to medical assist emergencies where a Tiered Response Agreement exists
- Facilitate, through the Joint Steering Committee, the development of policies and procedures relating to fire call taking, call alerting and/or dispatching.

The Fire Chief will:

- Identify issues.
- Make recommendations.
- Make available information and services to improve the provision of fire services within the Municipality of Temagami.

Schedule "A" to By-law 16-1304
SCHEDULE C

<u>Municipality</u>	<u>Call Taking Only</u>	<u>Call Taking & Alerting</u>	<u>Full Dispatching</u>
Temagami		X	

<u>DEPARTMENT</u>	<u>PUBLIC ACCESS TELEPHONE NUMBER 911</u>
Temagami Fire Department	5 Stevens Road TEMAGAMI ON POH 2HO

<u>DEPARTMENT</u>	<u>STATION ADDRESS</u>
Marten River Fire Department	2877 Hwy #11 North MARTEN RIVER ON POH 1TO

SCHEDULE D

CACC RATE STRUCTURE

Over 5 year Contract (September 1, 2016 to August 31,2021)

Administrative Fees for Call Taking / Alerting / Dispatching

Annual fee payable, in monthly installments billed on the final day of each month.

Established under Section 6 (a) of this agreement

\$ 2400.00

<u>Municipality</u>	<u>Annual Fee</u>	<u>Monthly</u>
Temagami	\$2400.00	\$200.00

Fire Service Call Fees

Fire Service Call Fees for Call Taking/Alerting only (waived)
(no charge for Ambulance Assist calls)

Fire Service Call Fees for Dispatching \$20-.00 per call
(with CACC also providing call taking and alerting)

NOTE - The \$20.00 per call for Dispatching is in addition to the \$15.00 per call for call taking and alerting.

Schedule "A" to By-law 16-1304
Schedule E

As per section 2, the Township will be responsible for the following initial set up fees:

1. Radio System for Communications between CACC and Fire Service (if required)
2. Install and maintain paging system accessible to CACC.
3. Provide tele-pager numbers and access codes.
4. Notification to Bell to reroute/call forward Fire 911 lines and public access telephone lines to the appropriate lines as designated by North Bay CACC.
5. Notification to Ontario Provincial Police, Northern Communications, Bell 911 and neighboring Fire Services/municipalities of the new contact information for Fire 911 lines.

As per section 2, the CACC will be responsible for the following initial set up fees:

1. Install and maintain additional 911 telephone lines to accommodate fire service calls (if required)
2. Local training in fire call taking, call alerting and dispatching
3. Install and maintain additional public access telephone lines and speed dials to accommodate fire service calls.