

THIS AGREEMENT effective as of the **1 day of September, 2021**

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 Department 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 13, clause 14, and clause 15, 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 10 and clause 11 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 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 Department (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 Department.
- (b) For the purpose of sub clause 4 (b), the Municipality shall appoint a representative on the Committee for the Temagami Fire Department. 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 and Emergency Service and act as its sole liaison with the CACC, and the Committee.

ADMINISTRATIVE FEES

6. (a) The Municipality shall pay the Hospital 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.
- (c) The CACC shall send to the Municipality an invoice in respect of the amount owing annually during the term of this Agreement and on the termination or expiry of this Agreement.

INVOICES

7. 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

8. This Agreement shall commence on September 1, 2021 and shall have a term of 5 years and 7 months so that it will expire at 23:59 March 31, 2027 (hereinafter referred to as the "expiry date"), unless terminated before that date under sub clause 1(f) or clause 12.

PERFORMANCE, BREACH AND AMENDMENT

9. (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
- (ii i) 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 9 (a), and either paragraph 9 (a) (i) or paragraph 9 (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 9 (d).
- (c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under sub clause 9 (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 9 (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

- 10. Having regard to paragraph 9 (a) (i), paragraph 9 (a) (ii) and sub clause 9 (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 9(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

11. (a) Where this Agreement has been terminated under sub clause 1 (f), or sub clause 11 or has expired under clause 8, 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 9, the CACC shall send the Municipality an invoice for any amount owed by the Municipality to the CACC.

NOTICE

12. 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: Marc Picard, CACC Manager

and, in the case of the Municipality, to:

Municipality of Temagami
Box 220
Temagami, Ontario POH 2H0

Attention: Fire Chief, Jim Sanderson

CACC AND AMALGAMATED CACC PERSONNEL AS EMPLOYEES OF THE HOSPITAL

- 13.(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

14. 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.

For the North Bay Regional Health Centre

Date

Tiz Silveri, Vice President Clinical &
Chief Nursing Executive

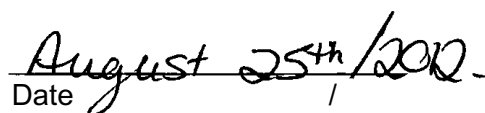
For The Municipality



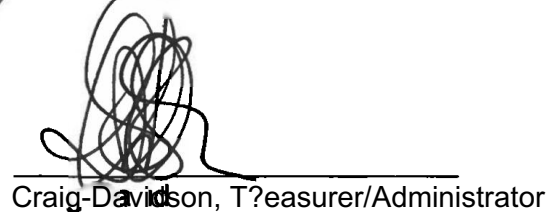
Dan O'Mara, Mayor



Jim Anderson, Fire Chief



Date August 25th / 2012



Craig Davidson, Treasurer/Administrator

SCHEDULE A

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

- Bilingual 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 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)
- 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 C

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

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| <u>Public Access Telephone Number</u> | 911 |
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| Temagami Fire Department | 5 Stevens Road Temagami, ON POH 2H0 |
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| Marten River Fire Department | 2877 Hwy #11 North Marten River, ON POH 1T0 |
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SCHEDULE D

CACC RATE STRUCTURE

Over 5 year and 7 month Contract September 1,2021 to March 31,2027)

Administrative Fees for Call Taking / Alerting / Dispatching

**Annual fee payable as established under Section 6 (a) of this agreement subject to
adjustment as outlined**

In Section 6 (c) of this Agreement

\$3180.00

