

DISPATCH AGREEMENT

THIS AGREEMENT is made this day of , 2018

BETWEEN:

The Corporation of the Town of Oakville

("Town of Oakville")

- and -

The Corporation of the Town of Halton Hills

("Town of Halton Hills")

- and -

The Corporation of the City of Burlington

("City of Burlington")

WHEREAS the parties agree that the City of Burlington shall provide fire dispatch services to the Town of Oakville and to the Town of Halton Hills (each a "Participating Municipality");

AND WHEREAS the costs to staff, operate, maintain, repair, and replace the Centre (as hereinafter defined) will be shared between the parties as set forth herein;

NOW THEREFORE in consideration of the mutual benefits and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. The City of Burlington shall provide fire dispatch services in accordance with this Agreement.

2. The parties will form a committee that will review the standard operating guidelines and the performance targets for the Centre (“Senior Joint Operating Committee”). The Fire Chiefs of each party and a senior (non-union) member of each party’s fire department’s management team will comprise the Senior Joint Operating Committee. The Senior Joint Operating Committee shall develop and adopt a terms of reference.

3. The Fire Department of the City of Burlington (“Burlington Fire Department”) shall provide efficient and effective 9-1-1 emergency incident call taking and dispatching of fire services from a facility known as the Burlington Fire Dispatch Centre (“Centre”) in the following manner:
 - (a) The hours of operation of the Centre will be twenty-four (24) hours a day, seven (7) days a week, throughout the year;
 - (b) A minimum of two (2) Public Safety Telecommunicators will be present at the Centre at all times;
 - (c) The overall responsibility of the Communication Division of the Burlington Fire Department will be under the direction of a senior (non-union) member of the Burlington Fire Department’s management team. The day-to-day supervision of the Centre and its staff and operations will be the responsibility of a Communications Coordinator (Supervisor) who is hired by the City of Burlington;
 - (d) Unless agreed to otherwise by the parties hereto, direct supervision of the Centre will be provided by a Communications Coordinator (Supervisor) whose hours of work will be from 08:30 to 16:30 hrs and from Monday to Friday, excluding Ontario statutory holidays, City of Burlington administrative holidays, vacation or absence due to professional development, other assignment, illness or injury;
 - (e) When direct supervision is not being provided by a Communications Coordinator (Supervisor), direct supervision will be provided by the on-duty Platoon Chief of the Burlington Fire Department;

- (f) On an ongoing basis, the Senior Joint Operating Committee shall review the staffing and service levels at the Centre and shall forward any recommendations to the Commissioner of Community Services of the Town of Oakville, to the Chief Administrative Officer of the Town of Halton Hills, and to the City Manager of the City of Burlington; and
 - (g) All hardware, software, devices, configurations, and any related systems that are used to provide fire dispatch services (“Fire Dispatch System”) will be selected, determined, and maintained by the City of Burlington. Any peripheral devices, such as printers, tablets, and monitors, that connect to the Fire Dispatch System will be reviewed and approved for connection by the City of Burlington to ensure the integrity of the Fire Dispatch System. The City of Burlington will, except under emergency circumstances, provide reasonable advance notice to the Participating Municipalities if a change or discontinuation of use of a peripheral device is necessary by reason or change such as security requirements, system upgrades, system changes, vendor changes, technology changes or legislated requirements. The City of Burlington may change, modify or upgrade any or all parts of the Fire Dispatch System without being encumbered by the effects of or to any peripheral devices connected to the Fire Dispatch System; provided that any such change, modification or upgrade will not intentionally have a negative impact on a then existing approved peripheral device of a Participating Municipality. If there is a negative impact on the existing approved peripheral device of a Participating Municipality, then the parties will work together to resolve such impact.
4. The parties acknowledge that the performance target for providing emergency alarm handling will be in accordance with the guidelines outlined in NFPA 1221, Chapter 7, Section 7.4.2.2, as it may be amended or replaced from time to time. For greater certainty, the parties acknowledge that such performance target is a target only and not an obligation of the City of Burlington. The Senior Joint Operating Committee shall review the performance target from time to time. With the consent and

agreement of the Senior Joint Operating Committee, such performance target may be amended to reflect prevailing industry standards, which dictate such fire dispatch services.

5. The parties agree that human resource costs including salary, professional development, training, certification requirements, and membership fees (“HR Costs”), operating costs including utilities, telecommunications, general office materials, and internal administrative staff (“Operating Costs”), and capital costs (“Capital Costs”) to staff, operate, maintain, repair, and replace the Centre (collectively, “Centre Costs”) will be determined by the City of Burlington. The parties agree that:
 - (a) Each party will pay all HR Costs that are attributable to the staff that are scheduled for the purpose of providing fire dispatch services to that party;
 - (b) Operating Costs will be calculated in accordance with Section 6 below; and
 - (c) Capital Costs will include costs for dispatch equipment and any peripheral devices, but will exclude costs for the exterior or interior of the building, unless otherwise agreed to in advance by the Senior Joint Operating Committee and budget approvals. All Capital Costs must be co-ordinated through the City of Burlington’s capital budget process.

6. Each party shall share the annual Operating Costs based on its 9-1-1 emergency incident call volume processed in the Centre or as reported to the OFMEM (Office of the Fire Marshal and Emergency Management) from the previous year. Each party’s share will be calculated by multiplying the fraction which has as its numerator the total number of 9-1-1 emergency incident calls processed for that party and as its denominator the total number of 9-1-1 emergency incident calls. Each party will provide and permit the City of Burlington to use the OFMEM quarterly and annual reports in order to calculate the 9-1-1 emergency incident call volume for that party.

Example: If the total number of 9-1-1 emergency incident calls received in the Centre is 1,000 calls from the previous year, and the Town of Halton Hills

contributed 300 calls of the total 1,000 calls, then the cost share fraction would be 300 divided by 1,000, or 30%. The Operating Costs share would be calculated using this percentage. If the total Operating Costs are \$250,000 in the current year and the cost share fraction calculated from the previous years call volume is 30%, then the Town of Halton Hills' share will be 30% of \$250,000, or \$75,000.

7. The City of Burlington shall prepare an estimate of the annual HR Costs and Operating Costs to staff, operate, maintain, repair, and replace the Centre ("Estimated Centre Costs"), and shall, as reasonably as possible, provide the Estimated Centre Costs to the Senior Joint Operating Committee in time for the local budget processes of each municipality.
8. Each Participating Municipality shall pay to the City of Burlington its share of the Estimated Centre Costs on a semi-annual basis, unless otherwise agreed to in writing by the parties. As soon as practicable after the end of each calendar year, the City of Burlington shall prepare an accounting of the Centre Costs for that year ("Statement") and shall provide such Statement to the Participating Municipalities.
9. In the event that the annual amount paid by a Participating Municipality is more than the amount required pursuant to the Statement so that there is a positive net year-end balance, then such positive net year-end balance will be transferred to a capital reserve fund that is maintained by the City of Burlington ("Capital Reserve Fund"). The City of Burlington will track on an ongoing basis the respective balances of the portions of the Capital Reserve Fund attributable to each party. In the event that the annual amount paid by a Participating Municipality is less than the amount required pursuant to the Statement so that there is a negative net year-end balance, then such negative net year-end balance will be offset by any funds in the Capital Reserve Fund that are attributable to that Participating Municipality. If the funds in the Capital Reserve Fund are insufficient to offset such negative net year-end balance, then the City of Burlington will forward to the Participating Municipality an invoice for such negative net year-end balance and that Participating Municipality

will pay such invoice within thirty (30) days of the date of such invoice. The parties agree that any funds in the Capital Reserve Fund will be used to offset future operating expenses or capital costs for the Centre. Any decisions to use any funds in the Capital Reserve Fund will be made by the Senior Joint Operating Committee. On an annual basis and as soon as reasonably possible after the end of the fiscal year, the City of Burlington shall provide to the Participating Municipalities a financial statement that outlines the balance of the Capital Reserve Fund.

10. The City of Burlington shall prepare a capital budget forecast for the Capital Costs, and shall, as reasonably as possible, provide such forecast to the Senior Joint Operating Committee in time for the local budget processes of each Participating Municipality.
11. Each Participating Municipality shall pay to the City of Burlington its share of the Capital Costs based on the actual costs incurred for the project when the project has been completed, including any additional costs that were not forecasted.
12. The Senior Joint Operating Committee may determine whether an audit of the Centre Costs will be conducted at the year-end. If an audit is to be conducted, then the Senior Joint Operating Committee will appoint an auditor and the cost of such audit will be included as a Centre Cost. The results of such audit will be provided to the parties.
13. This Agreement, unless terminated earlier as hereinafter provided, commences on [insert date], 2018 and will remain in force for a period of five (5) years. This Agreement may be renewed for such further term and on such terms and conditions as may be mutually agreed to by the parties. The City of Burlington and the Town of Oakville agree that the Burlington / Oakville Dispatch Agreement dated October 17, 2016 is terminated on [insert date].

14. Unless otherwise indicated herein, all right, title, and interest to and in the Centre and any improvements thereto will be and vest solely with the City of Burlington.
15. All computer aided dispatch incident records and data in connection with an incident (“Data”) will belong to the party to which that incident relates. Any and all Data that is created and retained by the City of Burlington will be maintained in accordance with the records retention by-law as established by the City of Burlington.
16. A Participating Municipality may terminate its participation in this Agreement with the City of Burlington upon two (2) years written notice to the City of Burlington for whatever reason without affecting the City of Burlington’s rights and obligations under this Agreement with any other Participating Municipality. The City of Burlington may terminate this Agreement with a Participating Municipality upon two (2) years written notice to that Participating Municipality for whatever reason without affecting its rights and obligations under this Agreement with any other Participating Municipality. In the event of the termination or expiration of this Agreement, the City of Burlington will pay to the departing Participating Municipality a percentage of the depreciated value, as determined in accordance with generally accepted accounting principles, of the assets of the Centre that have been contributed by the departing Participating Municipality, after any encumbrances have been deducted from such assets, as at the time of the termination or expiration of this Agreement; such percentage to be based on the number of municipalities for which the City of Burlington provides fire dispatch services.
17. The Participating Municipalities acknowledge that the City of Burlington may add any other municipality or entity to this Agreement without the consent of any of the Participating Municipalities; provided that such addition does not prevent, hinder or negatively impact the City of Burlington’s ability to perform its obligations hereunder to any Participating Municipality. Upon the execution of a joinder agreement with a new municipality or entity, the City of Burlington shall promptly notify the

Participating Municipalities of the new municipality or entity, and thereafter, that new municipality or entity will be a “Participating Municipality” and a “party”.

18. The Participating Municipalities acknowledge that the City of Burlington will negotiate and amend its collective agreement with its firefighters without the consent of the Participating Municipalities and that any amendments may affect the operation of the Centre.

19. In the event of any dispute or disagreement between the parties hereto as to the meaning or interpretation of anything contained in this Agreement or as to the performance or non-performance hereof or as to the respective rights and obligations of the parties hereunder, such dispute or disagreement may be dealt with as follows:

- (a) the dispute or disagreement will first be referred to the Senior Joint Operating Committee for resolution;
- (b) should the dispute or disagreement not be resolved within fourteen (14) days of its referral to the Senior Joint Operating Committee, the dispute or disagreement will be escalated to the Commissioner of Community Services of the Town of Oakville, to the Chief Administrative Officer of the Town of Halton Hills, and to the City Manager of the City of Burlington, as applicable; and
- (c) should the dispute or disagreement not be resolved within fourteen (14) days of its referral to the Commissioner of Community Services of the Town of Oakville, to the Chief Administrative Officer of the Town of Halton Hills, and to the City Manager of the City of Burlington, as applicable, any party may exercise its rights available at law.

20. All negotiations and settlement discussions to resolve a dispute or disagreement pursuant to Section 19 will be treated as compromise and settlement negotiations between the parties and will not be subject to disclosure through discovery or any other process and will not be admissible into evidence in any proceeding. Except

where clearly prevented by the nature of the dispute or disagreement, the parties agree to continue performing their respective obligations under this Agreement pending the resolution of the dispute or disagreement.

21. (a) A Participating Municipality will not be liable to the City of Burlington, to anyone claiming by, through or under the City of Burlington, or to any third party for any loss, cost, damages, injury, liability, claim, penalty, fine, interest or cause of action whatsoever resulting howsoever from any act or omission (including negligence or misconduct) on the part of the City of Burlington in the provision of fire dispatch services from the point of time that the 9-1-1 emergency incident call is answered up to and including the point of time at which the City of Burlington properly notifies that Participating Municipality to respond to the 9-1-1 emergency incident call or to dispatch fire services.
- (b) The City of Burlington will not be liable to a Participating Municipality, to anyone claiming by, through or under that Participating Municipality, or to any third party for any loss, cost, damages, injury, liability, claim, penalty, fine, interest or cause of action whatsoever resulting howsoever from any act or omission (including negligence or misconduct) on the part of that Participating Municipality in responding to the 9-1-1 emergency incident call or dispatching fire services after the point of time at which the City of Burlington properly notifies that Participating Municipality to respond to the 9-1-1 emergency incident call or to dispatch fire services.
- (c) To the extent that a third party initiates a claim against a party and that party is not responsible for the claim pursuant to clause (a) or clause (b), then the party that is responsible for the claim will indemnify, defend, and hold harmless the party that is not responsible for the claim.
- (d) No Participating Municipality will be liable for any acts or omissions of any other Participating Municipality under this Agreement.

22. The parties will do or cause to be done, from time to time, all such things and will execute and deliver all such documents, agreements, and instruments reasonably requested by another party as may be necessary or desirable to carry out the provisions and intention of this Agreement.
23. No party has authority or power to bind any other party or to contract in the name of, or create a liability against, any other party in any way or for any purpose.
24. Except as may otherwise be contained herein, this Agreement will enure to the benefit of and be binding upon the parties hereto and their personal or legal representatives, heirs, executors, administrators, successors, and permitted assigns, as the case may be.
25. No party will assign or transfer any or all of its rights or its duties or obligations hereunder without the prior written consent of all of the other parties, which consent may be unreasonably withheld. Any attempted assignment or transfer without such prior consent will be void.
26. Any notice provided for under this Agreement will be in writing and will be sufficiently given if delivered personally, or if transmitted by facsimile, or if mailed by prepaid registered mail to the parties, as follows:

if to the City of Burlington, at: The Corporation of the City of Burlington
426 Brant Street, P.O. Box 5013
Burlington, ON L7R 3Z6
Attention: Fire Chief
Facsimile: 905-333-8727

if to the Town of Halton Hills, at: The Corporation of the Town of Halton Hills
1 Halton Hills Drive
Halton Hills, ON L7G 5G2
Attention: Fire Chief
Facsimile: 905-877-1317

if to the Town of Oakville, at: The Corporation of the Town of Oakville
 1225 Trafalgar Road, P.O. Box 310
 Oakville, ON L6J 5A6
 Attention: Fire Chief
 Facsimile: 905-338-4403

or at such other address or facsimile number as the party to whom such notice is to be given otherwise directs in writing. Any notice delivered aforesaid will be effective on the date of personal delivery, or on the date of facsimile transmission, and any notice mailed as aforesaid will be effective three (3) days after the mailing thereof, provided that where interruption of mail services is likely by reason of any strike or other labour dispute, notice will be given by personal delivery or facsimile transmission.

27. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of such Province.
28. No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder will be deemed to or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by the first-mentioned party of its rights hereunder.
29. Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
30. All references to a day or days in this Agreement mean a calendar day or calendar days.

31. If any provision of this Agreement is held to be invalid, void or unenforceable, then the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.
32. This Agreement, and any documents incorporated by reference herein, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions with respect to the subject matter hereof whether oral or written. No supplement, modification or waiver of this Agreement will be binding upon the parties unless executed in writing by them.
33. The parties hereto understand, agree, and acknowledge that: (a) this Agreement has been freely negotiated by the parties; and (b) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there will be no inference, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted this Agreement or any portion thereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

The Corporation of the Town of Oakville

CAO R. G. (Ray) Green, P.Eng.

Town Clerk Vicki Tytaneck

The Corporation of the Town of Halton Hills

Mayor Rick Bonnette

Town Clerk Suzanne Jones

The Corporation of the City of Burlington

Mayor Rick Goldring

City Clerk Angela Morgan