

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made effective this ("The **Effective Date**")

BETWEEN:

CORNWALL POLICE SERVICES BOARD

(The "Board")

-and-

THE CORPORATION OF THE TOWNSHIP OF NORTH
GLENGARRY

(The "Municipality")

WHEREAS the Board presently operates a twenty-four hour communications and dispatch center for the purpose of providing service to emergency agencies.

AND WHEREAS the Board and the Municipality desire to enter into an Agreement whereby the Municipality's fire service (hereinafter referred to as the "Fire Service") would be serviced by the Board's dispatch center for answering and dispatching of the Fire Service for emergency purposes.

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1.0 DEFINITIONS

1.1 **"Cornwall Police Services Board"** means the Police Services Board as established under the authority of the **Police Services Act**, R.S.O. 1990 for the City of Cornwall;

1.2 **"Chief of Police" (Cornwall Police Service)** means the Chief of Police of the Cornwall Police Services appointed pursuant to section 31(1)(d) of the **Police Services Act**, R.S.O. 1990 c. P-15 as amended. The Chief of Police is responsible for administering and overseeing the operation of the Cornwall Police Service pursuant to Section 41 of the **Police Services Act**, R.S.O. 1990 c. P-15 as amended.

1.3 "City" means either the geographical area of the municipality of Cornwall or the municipal corporation of Cornwall, as the context herein requires.

1.4 "Communication Services" means and includes the following:

- a) Receipt of all calls through 911 or other telecommunications means from the Municipality;
- b) Dispatch of required personnel, apparatus and equipment of the Municipalities' Fire Service;
- c) Radio communications, during emergency responses, with responding apparatus and crews from the Municipality.

1.5 "Fire Service" means the Fire Service of the Township of North Glengarry.

2.0 BACKGROUND

2.1 The Board presently operates a 24 hour-a-day, seven days a week, 365 days of the year communications and dispatch center for the purpose of providing service to emergency agencies (the "Communications Centre").

2.2 The Communications Centre is supervised by the Communication Supervisor who is supported by highly-trained full-time and part-time civilian communicators/dispatchers

2.3 The primary function of Communications Centre communicators is to answer emergency calls for service received from the public, and maintain two way communications with police officers who are on patrol and/or fire units responding to emergency calls using data and voice transmissions. The Communications Centre also receives and processes non-emergency calls for service.

3.0 RESPONSIBILITIES OF THE CORNWALL POLICE SERVICES BOARD

3.1 All calls received by the Board's Dispatch Centre through 911 or other telecommunications means will be promptly acknowledged and dispatched.

3.2 The Board will page/dispatch the Fire Service at a level of service equal to or exceeding the standards of dispatch services, as agreed.

3.3 The Board's dispatchers shall follow the protocols provided by the Fire Service when paging firefighters for emergencies and for training activities.

3.4 The Board and the Fire Service will cooperatively develop and

implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.

- 3.5 The Board will be responsible to install and maintain the necessary equipment as required in their contingency plan.
- 3.6 The Board's dispatcher/communicator will, in the event of a failure to successfully dispatch firefighters to a reported emergency, initiate the contingency plan.
- 3.7 Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Cornwall Police Service immediately.

4.0 RESPONSIBILITIES OF THE TOWNSHIP OF NORTH GLENGARRY

- 4.1 The Board and the Fire Service will cooperatively develop and implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.
- 4.2 The Fire Service will be responsible to install and maintain the necessary equipment as required in their contingency plan.
- 4.3 The Fire Service will provide the Board with current information regarding the Fire Service's office phone number, fax number, e-mail address, and any emergency contact numbers required for staff required in activation of all contingency plans, registered Radio Call Sign and current S.D. &G. County generated 911 maps.

5.0 SYSTEM AND EQUIPMENT

- 5.1 Equipment related to the system and presently owned or hereafter acquired by the Board or Fire Service and installed in its buildings or vehicles or carried by its staff shall be properly maintained and kept in good working order at the expense of the party owning the equipment.
- 5.2 Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Cornwall Police Service immediately.

6.0 EXPENSES

- 6.1 The Township of North Glengarry agrees to pay for the cost of any telephone lines required, long distance calls made on behalf of the Fire Service, costs incurred to the Board to provide any updated mapping

within the service area of the Fire Service during the term of this Agreement, including travel and wages and any changes made to the coverage area whereby Bell Canada 911 or other agency Geographic Information Services invoice the Board relative to emergency dispatch services. Such costs will become due and payable upon receipt of an invoice. The Municipality shall be notified in advance of any such cost being incurred.

- 6.2 Any additional applications and features acquired and maintained by the Township of North Glengarry such as "Who's Responding" shall be at their cost.
- 6.3 The annual cost to the Township of North Glengarry for the dispatch service is as set out in Schedule "A" hereto attached. The fee for any part of a calendar year will be pro-rated on a monthly basis.
- 6.4 The Board agrees to provide the service covered by this Agreement for the stated fees until December 31st, 2026. The parties agree to review the terms of the Agreement and negotiate any revisions, additions or deletions in the terms of the Agreement deemed appropriate by either party before June 30th, 2025.
- 6.5 Billing for this service will be provided by the Cornwall Police Service quarterly of each year, on March 31st, June 30th, September 30th, and December 31st, and payable upon receipt of invoice by the Township of North Glengarry.

7.0 DUE DILIGENCE

- 7.1 The Board will, during the term of this Agreement, exercise due diligence in providing the agreed upon level of service and operation of the service.

8.0 TRAINING

- 8.1 The Board will ensure each communicator/dispatcher receives training that reflects the unique nature of fire service communications.
- 8.2 While a number of agencies provide training for dispatchers, fire service dispatchers/communicators will also be trained to the standard of **NFPA 1061 Standard for Professional Qualifications for Public Safety Telecommunications Personnel**, and more specifically:
 - Support the incident management system used by the Fire Service;
 - Support the accountability and entry control systems used by the

- Fire Service;
- Support the functions of the safety officer at an emergency incident; and
- Support personnel working in a potentially violent situation.

9.0 TERMINATION

- 9.1** If either party to this Agreement wishes to terminate the Agreement they shall give a minimum of six (6) months' notice prior to current calendar year end in writing of their intention to do so.
- 9.2** Termination shall become effective on the date specified in the notice and may only be extended on mutual consent of the parties and in monthly increments. Both parties to the Agreement are bound by the terms of this Agreement until date of termination.
- 9.3** In the event of termination of this Agreement by either party, the Board shall retain all equipment purchased by it to perform services under the terms of this Agreement and the Municipality shall have no claim or entitlement to reimbursement for any part thereof. Capital equipment paid for by the Township of North Glengarry shall be the property of the Township of North Glengarry.
- 9.4** Copies of all records including voice records pertaining to the business of the Township of North Glengarry and its Fire Service including but not limited to emergency response and training shall be provided to the Township of North Glengarry upon termination of this Agreement. With written Agreement from the Township of North Glengarry, the original records maintained on file by the Board shall be deemed to satisfy provision of copies.

10.0 INSURANCE

- 10.1** Each party shall maintain for the duration of the Agreement, the following insurance:

Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$10,000,000 per occurrence / \$10,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and

severability of interest clause.

- 10.2** The Cornwall Police Board shall add the Township of North Glengarry as an Additional Insured with respect to the operations of the Cornwall Police Board. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township of North Glengarry.
- 10.3** The Township of North Glengarry shall add the Cornwall Police Board as an Additional Insured with respect to the operations of the Township of North Glengarry. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Cornwall Police Board
- 10.4** Cornwall Police Board shall carry Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$10,000,000 inclusive for each and every loss.
- 10.5** The policies shown above shall not be cancelled unless the Insurer notifies the Municipality/ Cornwall Police Board in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality/ Cornwall Police Board.
- 10.6** Each party shall provide the other party with a certificate of insurance evidencing the above noted coverage prior to execution of service.

11.0 INDEMNIFICATION

- 11.1** The Township of North Glengarry shall indemnify and hold the Cornwall Police Board harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the Municipality, their officers, employees or other persons for whom the Municipality is legally responsible arising out of this Agreement.
- 11.2** The Cornwall Police Board shall indemnify and hold the Township of North Glengarry harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Cornwall Police Board, their officers, employees or other persons for whom the Police Board is legally responsible arising out of this Agreement.

12.0 AMENDMENTS, ALTERATIONS AND ADDITIONS

- 12.1** Neither party may assign this Agreement without the express written consent of the other.

13.0 DISPUTE RESOLUTION

- 13.1** In the event of any dispute, claim, question or difference arising out of or relating to the Agreement or the breach of it (a "Dispute"), the parties shall use their best endeavours to settle such Disputes. To this end, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such a solution within a period of thirty (30) days of the issuance of a notice of a Dispute by either party, either party may refer the matter to arbitration by giving notice to the other party of its intent to do so, in which case the parties hereby agree that the Dispute shall be resolved by binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), as amended from time to time.
- 13.2** After one party has given notice of its intent to refer the matter to arbitration, the parties shall appoint a mutually acceptable arbitrator. If the parties are unable to agree within thirty (30) days of notice being given of one party's intent to refer the matter to arbitration, either party may bring an application or a motion, as the case may be, to a judge of the Ontario Superior Court of Justice to appoint a single arbitrator who shall be the arbitration tribunal. The arbitrator shall be qualified by education and training to pass upon the particular matter to be decided.
- 13.3** An arbitration pursuant to this Article 13 will take place in Ottawa, Ontario, or such other place as the parties may mutually agree.
- 13.4** A decision from the arbitration tribunal pursuant to the Article 13 shall be given in writing, shall be final and binding on the parties, shall not be subject to any appeal, and shall deal with the question of costs of arbitration and all matters related to it. Judgement upon the award rendered may be entered into any court having jurisdiction or application may be made to any such court for judicial recognition of the award or an order of enforcement of it, as the case may be.
- 13.5** Notwithstanding anything to the contrary contained herein, and even if a Dispute arises between the parties, in no event nor for any reason shall the Board interrupt the provision of the services the Municipality contemplated herein to unless:
- a) Authority to do so is granted by the Municipality or conferred by a

- court of competent jurisdiction; or
- b) This Agreement has been terminated or has expired pursuant to Article 9.

14.0 ENTIRE AGREEMENT

- 14.1** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, understandings and Agreements, whether verbal or written.
- 14.2** This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15.0 GENERAL CLAUSES

- 15.1** This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Ontario.
- 15.2** Any notice or other communication, with the exception of invoices 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 as follows:

In the case of the Board to:

Cornwall Police Services Board
Attention: Chief of Police
340 Pitt Street, Second Floor
P.O. Box 875
Cornwall, ON K6H 5T7
Fax (613)932-9317

And in the case of the Municipality, to:

Corporation of the Township of North Glengarry
Attention: Director of Finance
90 Main Street, North
Alexandria, ON
K0C 1A0

- 15.3** If any of the provisions contained in this Memorandum of Agreement are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the parties hereto agree that the invalid, illegal, or unenforceable provision(s) shall be severable and that the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, to the extent possible.
- 15.4** This Agreement may be executed in separate counterparts and together such counterparts shall form the original copy of the Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, this Memorandum of Agreement has been signed on behalf of the Cornwall Police Services Board and the Corporation of the Township of North Glengarry, by the duly authorized officers of both agencies.

Dated at _____, 2021.

Cornwall Police Services Board

**Corporation of the Township of
North Glengarry**



Chair, Cornwall Police Services
Board

Mayor, Township of North Glengarry



Chief of Police, Cornwall
Police Service

Director of Corporate Services/Clerk,
Township of North Glengarry

CORNWALL POLICE SERVICES BOARD, and
THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

SCHEDULE "A" to the
MEMORANDUM OF AGREEMENT

Payment for Communications Services (Fire Dispatch) will be remitted to the Cornwall Police Service under the following schedule and in accordance with Article 6 herein:

2022 - \$ 51,450

2023 - \$ 52,480

2024 - \$ 53,530

2025 - \$ 54,600

2026 - \$ 55,690