

## REGIONAL FIRE DISPATCH AGREEMENT

This Regional Fire Dispatch Agreement made in duplicate as of the \_\_\_\_ day of September, 2024 (hereinafter referred to as "Effective Date").

### **BETWEEN:**

**CENTRAL YORK RURAL COMMUNITY**, an incorporated rural community under and by virtue of the Local Governance Act, SNB 2017, c.18, having its head office located at 1338 Route 105, Unit 1, Douglas, NB E3G 7K4, (hereinafter called and referred to as "CYRC")

### **AND**

**THE CITY OF FREDERICTON**, a local government under and by virtue of the Local Governance Act, SNB 2017, c.18, located at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called and referred to as the "City")

(each a "Party" or collectively the "Parties")

**WHEREAS** the City operates an Emergency Communications Centre and Dispatch System capable of providing call taking and dispatching services;

**AND WHEREAS** CYRC, on behalf of the Area(s) as identified in Schedule A attached hereto and forming part of this Agreement (hereinafter referred to as the "Area(s)") has requested the City to provide call taking and dispatch services for the rural community;

**AND WHEREAS** the City has been providing dispatching services to CYRC through an agreement between the City and the Province of New Brunswick ("Province");

**AND WHEREAS** the CYRC has requested that the City provide fire dispatch services to their rural community and the CYRC wishes to enter into an agreement with the City for the provision of the said services;

**AND WHEREAS** the Parties wish to enter into this Agreement to set out their respective obligations with respect to the provision of fire dispatch services by the City to the CYRC, with a specified term and possible renewals.

**NOW THEREFORE THIS AGREEMENT WITNESS THAT** in consideration of the mutual covenants and agreements set out hereinafter, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

### **1. DEFINITIONS**

1.1 In this Agreement:

- (a) Call Transfer means the process by which the 911 operator or an Emergency Communications Centre operator takes a 911 call in a Public Safety Answering Point, while endeavoring to maintain contact with the emergency caller, transfers the call and any information which the 911/ Emergency Communications Centre

operator deems relevant to the appropriate Emergency Service Provider (fire service, police, RCMP, Ambulance New Brunswick and poison control).

- (b) Emergency Communication Centre (ECC) means an agency charged with the responsibility for receipt, transmission, delivery and dispatch of 911 and emergency communications and dispatch services.
- (c) Computer Aided Dispatch (CAD) means a computer-based system which aids Public Safety Answering Point dispatchers by automating selected dispatching and record keeping activities.
- (d) Dispatch Service means the process surrounding the receipt of calls from individuals who need assistance from emergency service providers and a Call Transfer. Once information is obtained from the caller, the dispatcher activates the services necessary to respond to the nature of the call for help.
- (e) Emergency Call Taking means answering the initial 911 call promptly, identifying the nature of the emergency and identifying the location of the emergency.
- (f) Emergency Service Provider (ESP) means a police force, a fire department, an ambulance service or other person or service as defined in the *Emergency 911 Act*, RSNB 2011, c 146, as amended.
- (g) Fire Service Providers means the local area fire department, all fire service boundaries will align with NB 911 boundaries.
- (h) Standard Operating Guidelines (SOG) means minimum standards for the provision of dispatch services as determined by the City.
- (i) Operating Procedures Directives (OPD) means a compilation of procedures issued by the NB 911 Bureau by the authority of the Minister of Public Safety under provision of Section 10 of the *Emergency 911 Act*, SNB 1994, c. E-6, as amended. It provides direction and/or guidance in the operation and management of the 911 services.
- (j) Public Safety Answering Point (PSAP) means an agency charged with the responsibility for receipt, transmission, delivery and dispatch of 911 and emergency communications and dispatch services.

## **2. REGIONAL FIRE DISPATCH STANDARDS**

2.1 The City shall, through the operation of a PSAP or Emergency Communication Centre:

- (a) Provide call taking and dispatch services for Area Fire Service Providers identified within this Agreement in an uninterrupted manner, twenty-four (24) hours per day, seven (7) days per week;
- (b) Provide the Dispatch Service via two-way voice communications between the Emergency Communications Centre and the fire service;
- (c) Voice record, date and time stamp all radio and/or telephone communications with the communication centre;

- (d) Ensure all two-way communication is in plain language;
- (e) Offer dispatch services to the fire service in the official language of choice;
- (f) Develop and maintain Standard Operating Guidelines (SOG) with consultation from the NB 911 Bureau;
- (g) Support Dispatch Services by Computer Aided Dispatch (CAD);
- (h) Ensure that emergency communications and dispatch equipment (radios, pagers, and/or phones) is tested as per agreed upon schedule with each fire service and dispatch service provider; and
- (i) Ensure an incident reporting process is followed as defined by the NB 911 Operating Procedures Directives (OPD).

### **3. DISPATCH SERVICE**

- 3.1 The City shall provide Dispatch Service as set out in Schedule “B” attached hereto and forming part of this Agreement.
- 3.2 The City, with respect to a 911 Fire Protection call received from the Area(s), shall dispatch the appropriate Fire Service Provider to respond to the call.

### **4. JOINT UNDERSTANDING OF THE PARTIES**

- 4.1 The Parties agree that:
  - (a) The communications function pertaining to the City shall remain the sole jurisdiction and responsibility of the City;
  - (b) The City may undertake, by contractual arrangements, dispatch and other services for municipalities or service providers associated with its PSAP;
  - (c) The City and CYRC will establish and maintain a process for processing 911 calls that overflow from the City’s PSAP and are received from other PSAPs;
  - (d) Each Party agrees that they shall be responsible for any costs of upgrading or installing the equipment necessary for Dispatch Service related to their region. Each Party also agrees that the City shall not be responsible for providing any additional infrastructure required for the Dispatch Service; and
  - (e) The Fire Service Provider shall ensure that their equipment is compatible with the equipment utilized by the City for Emergency Call Taking and Dispatch Service.

**5. TERM AND TERMINATION**

5.1 The City shall, notwithstanding the date signed, provide Dispatch Services in accordance with the terms and conditions of this Agreement, for a period of five (5) years commencing October 1, 2024 and expiring on September 30, 2029 (the “Term”), unless terminated earlier or extended or renewed in accordance with this Agreement.

5.2 The Parties may renew this Agreement for three (3) additional five (5) year terms (the “Renewal Term”). The first Renewal Term would commence on October 1, 2029, and would expire on September 30, 2034; the second Renewal Term would commence on October 1, 2034 and would expire on September 30, 2039; and the third Renewal Term would commence on October 1, 2039 and would expire on September 30, 2044.

CYRC shall provide notice of intention to renew this Agreement not less than thirty (30) days prior to the end of the Term for the first Renewal Term and not less than thirty (30) days prior to the end of any and all subsequent Renewal Terms.

The terms and conditions of this Agreement in effect at the end of the Term shall continue for any Renewal Term, in each case, subject to any amendment in accordance with this Agreement.

5.3 Further to Section 5.2, the Parties shall enter into a written agreement duly signed by the authorized representative of each Party to acknowledge and confirm any Renewal Term.

5.4 This Agreement may be terminated by either Party at any time, without cause, by giving the other Party a minimum of two hundred and seventy (270) days written notice.

5.5 The Parties shall continue to fulfill their obligations under the terms and conditions of this Agreement during the applicable termination period.

5.6 The Parties shall continue to fulfill their obligations under the terms and conditions of this Agreement during any Renewal Term identified under Section 5 herein, subject to any amendment per Section 6.1 herein.

**6. AMENDMENTS**

6.1 If at any time during the continuance of this Agreement the Parties shall deem it necessary or expedient to make any alterations or additions to this Agreement they may do so by means of an executed written Agreement between them which shall be supplemental to and form part of this Agreement.

**7. FEES**

7.1 CYRC shall pay to Fredericton, an annual fee calculated in the following manner:

$$\text{Previous year's Total Tax Base for (Area) x } \frac{\$0.0064}{100}$$

7.2 The annual fee payable by CYRC for the Area(s) shall be paid in quarterly installments commencing on the 1<sup>st</sup> day of April, July, October and January during the Term or Renewal

Term of the Agreement. Should this Agreement begin or end during any quarter, the fee for such quarter shall be prorated.

7.3 The annual fee in Section 7.1 herein shall be readjusted for positive tax base growth yearly.

## 8. NOTICES

8.1 Any notice to be given under this Agreement by the Local Government or the Supplier shall be in writing and delivered personally or by email transmission, courier or registered mail, to the other Party at the address and to the attention of the contact individual indicated below:

### To the CYRC:

1338 Route 105, Unit 1  
Douglas, NB E3G 7K4

Attention: Chief Administrative Officer  
[cao@centrallyork.ca](mailto:cao@centrallyork.ca)

*\*with a copy to the Fire Chief*

### To the City:

397 Queen Street  
Fredericton, NB E3C 1K1

Attention: City Clerk  
[cityclerk@fredericton.ca](mailto:cityclerk@fredericton.ca)

*\*with a copy to the Fire Chief AND the  
Disbatch Services Manager*

Notice shall be deemed to be duly given and received upon delivery, if delivered personally or by courier; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either Party may change its address or contact for receipt of notices, provided that such Party gives notice thereof in accordance with this Section 8.1 and confirms the effective date of the change in such notice.

## 9. INSURANCE

9.1 The CYRC and the City shall, at its own cost and expense, obtain and maintain for the Term, or Renewal Term, and for an additional period of two (2) years thereafter the following insurance coverage:

(a) Commercial General Liability

(i) The policy shall provide a policy limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the services required to be delivered or performed under this Agreement;

(ii) The CYRC shall list the City as an additional insured. The policy shall also contain cross liability and severability of interest; and

- (iii) The City shall list the CYRC as an additional insured. The policy shall also contain cross liability and severability of interest.
- 9.2 The aforementioned policy in Section 8.1(a) shall have a policy limit not less than Five Million Dollars (\$5,000,000.00) per claim or occurrence, aggregate limit not less than Five Million Dollars (\$5,000,000.00) within any policy year.
- 9.3 The insurance to be maintained by the CYRC and the City hereunder shall:
  - (a) be issued by financially sound insurers licensed to carry on business in the Province of New Brunswick or Canada;
  - (b) require the insurer to provide the named additional insured with at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy; and
  - (c) provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of the Parties, its officers, directors, employees, servants, and agents.
- 9.4 Upon signing this Agreement, the CYRC and the City each shall deliver to the other certificates of insurance evidencing the insurance required under this Agreement is in effect. Thereafter and throughout the Term, or Renewal Term, of this Agreement, each Party shall provide the other Party any and all renewal certificates of insurance evidencing that the insurance required under this Agreement continues in effect. Each Party shall also provide a certificate of insurance upon request from the other Party.

## **10. LIABILITY**

- 10.1 CYRC covenants to indemnify and save harmless the City and its employees, agents, contractors, subcontractors and officials from and against any and all actions, suits, proceedings, costs, charges, expenses, claims, demands, matters and things whatsoever and by whomsoever made, sustained, brought or prosecuted ("Claims") which are in any manner based upon, occasioned by, attributable to or arising from anything done or suffered or omitted to be done by CYRC or one or more of its employees, agents, contractors or subcontractors and whether caused by the negligence of CYRC or one or more of its employees, agents, contractors or subcontractors of any nature whatsoever and howsoever caused by resulting from or relating to:
  - (a) any breach, violation or non-performance by CYRC of any covenant or obligation of CYRC contained in this Agreement;
  - (b) any damage to property, either real or personal, and whether owned by the City, CYRC or others (including any member of the public) howsoever occasioned.

Notwithstanding, any other provision of this Agreement to the contrary, CYRC shall have no obligation to provide indemnification in respect of "Claims" to the extent the same arise

as a result of a breach of this Agreement by or on behalf of the City or the negligence or willful act or omission of the City.

## 11. GENERAL

- 11.1 **Applicable law:** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws in force in the Province of New Brunswick and any applicable federal laws of Canada. The Parties submit to the exclusive jurisdiction and venue of the courts of New Brunswick in respect of any matter relating to this Agreement.
- 11.2 **Assignment:** CYRC shall not assign or transfer this Agreement as a whole, or any of its rights or obligations hereunder without the prior written consent of the City, which consent may be withheld by the City in its sole discretion. Any purported assignment by CYRC without such consent shall be of no force or effect.
- 11.3 **Costs:** It is acknowledged that each Party hereto shall pay and be responsible for payment of their own costs, charges and expenses incidental associated with the preparation of this Agreement, carrying out its obligations under this Agreement and with respect to the resolution of any dispute hereunder.
- 11.4 **Counterparts:** This Agreement may be executed by CYRC and the City in one or more counterparts (in original or electronic form), each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both Parties. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof and will be deemed for all purposes to be an original counterpart of this Agreement.
- 11.5 **Dispute Resolution:** The Parties shall attempt to resolve any dispute arising from or in relation to this Agreement by negotiation between the Parties. In the event that the Parties fail to resolve matters, the Parties shall seek a settlement of the conflict by utilizing the following means:
- (a) either Party may initiate mediation in respect of the dispute by providing written notice to the other Party to schedule the mediation. Such a request will include the name of the proposed mediator and, if the Parties cannot agree on the mediator to be appointed within three (3) business days of receipt of such notice, either Party may apply to a court of competent jurisdiction within New Brunswick, to have such a mediator appointed. The mediator’s fees, costs and expenses shall be borne equally by the Parties. Such mediator and the Parties shall hold the mediation within ten (10) business days of the mediator’s appointment;
  - (b) if, for any reason, the dispute has not been resolved as provided in Subsection 10.5(a) either Party may provide written notice to the other Party that the dispute shall be resolved by referral to a final and binding arbitration between the Parties pursuant to the *Arbitration Act*, RSNB 2014, c 100, as amended. The arbitration shall be conducted by a single arbitrator, the place of arbitration shall be Fredericton, New Brunswick, and the language of the arbitration shall be English. If the Parties cannot agree upon the appointment of the single arbitrator within ten (10) business days of

receipt of the notice to arbitrate, either Party may apply to a court of competent jurisdiction within New Brunswick, to appoint same. The arbitration shall be completed within forty-five (45) days after the appointment of the arbitrator, including his/her decision as to the cost of the arbitration and who shall bear same, shall be final and binding of the Parties and there shall be no appeal therefrom; and

(c) the time limits referred to in this Section 10.5 may be abridged or extended by mutual agreement of the Parties.

- 11.6 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all other prior agreements, understandings, negotiations and discussions, whether written or oral, in respect of the subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement.
- 11.7 **Force Majeure:** Neither Party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, pandemic, epidemic, labour difficulties, strikes, lock-outs or governmental action. In addition, neither the City nor CYRC will be held responsible for any damages or delays as a result of war, invasions, insurrection, demonstrations, labour relations, strike action by employees, fire, floods, or as a result of a decision by civilian or military authorities, decision of regulatory authorities or generally, as a result of any event that is beyond the reasonable control of the City, CYRC or the local area fire department's reasonable control, each of which shall be considered a force majeure event.
- 11.8 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation. Words importing the singular number include the plural and vice versa.
- 11.9 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 11.10 **Right to Information and Protection of Privacy Act:** It is understood that the Parties are subject to the *Right to Information and Protection of Privacy Act*, SNB 2009, c. R-10.6, as amended, and as such, disclosure and confidentiality obligations are governed thereunder.
- 11.11 **Severability:** If any term, section or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms, sections and provisions shall nevertheless remain in full force and effect.
- 11.12 **Successors and Assigns:** This Agreement shall enure to the benefit of and shall be binding on and enforceable by the Parties, and where the context so permits, their respective successors and permitted assigns.



11.13 **Waiver:** The failure on the part of either Party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise of enforcement thereof at any time or items thereafter.

11.14 **Other:** The Parties acknowledge and agree that they have had the opportunity to have this Agreement reviewed by their respective legal counsel prior to execution and that they have obtained such advice or determined that they do not require such advice.

**IN WITNESS WHEREOF** the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

<b>SIGNED, SEALED AND DELIVERED</b>	)	<b>CENTRAL YORK RURAL COMMUNITY</b>
	)	
	)	
	)	
	)	_____
	)	David DuPlessis
	)	Mayor
	)	
	)	
	)	
	)	_____
	)	Duncan Walker
	)	Clerk
	)	
	)	
	)	
	)	<b>THE CITY OF FREDERICTON</b>
	)	
	)	
	)	
	)	_____
	)	Kate Rogers
	)	Mayor
	)	
	)	
	)	_____
	)	Jennifer Lawson
	)	City Clerk
	)	
	)	

**SCHEDULE "A"**

**"AREA(S)"**

The CYRC fire service area shall be as outlined in the Province of New Brunswick Fire Boundaries.

## **SCHEDULE "B"**

### **Dispatch Services**

1. Receive emergency service calls requesting emergency fire service; confirm nature, location, and priority of emergency.
2. Dispatch fire emergency and backup units as necessary.
3. Maintain compliance with established procedures for operating a dispatch system.
4. Obtain and relay estimated arrival times for units and other agencies.
5. Read and relay geographical directions as required.
6. Maintain contact with all fire units on assignment.
7. Contact additional agencies/resources as requested by the fire service (i.e. NB Power).
8. Maintain a variety of logs, records and files related to dispatching activities for a period of two (2) years.

**PROVINCE OF NEW BRUNSWICK**

**COUNTY OF YORK**

**AFFIDAVIT OF CORPORATE EXECUTION**

I, Duncan Walker, of the Central York Rural Community, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Clerk of the Central York Rural Community, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the Central York Rural Community is the Corporate Seal of the Central York Rural Community and was so affixed by order of the Rural Council.
3. The signature "David DuPlessis" subscribed to the foregoing instrument is the signature of David DuPlessis, the Mayor of the Central York Rural Community, and the signature "Duncan Walker" subscribed thereto is my signature.
4. The Mayor and Clerk are the officers of the Central York Rural Community duly authorized to execute the foregoing instrument.

**SWORN TO BEFORE ME** at the )  
Central York Rural Community, in )  
the County of York and Province of )  
New Brunswick, this \_\_\_ day of )  
September 2024. )

\_\_\_\_\_)  
A Commissioner of Oaths )  
Being a Solicitor )

\_\_\_\_\_)  
Duncan Walker

**PROVINCE OF NEW BRUNSWICK**

**COUNTY OF YORK**

**AFFIDAVIT OF CORPORATE EXECUTION**

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

**SWORN TO BEFORE ME** at the )  
City of Fredericton, in the County )  
of York and Province of New )  
Brunswick, this \_\_\_ day of )  
September 2024. )  
)  
)  
)  
)  
\_\_\_\_\_)  
)  
A Commissioner of Oaths )  
Being a Solicitor )

\_\_\_\_\_  
Jennifer Lawson