

REGIONAL FIRE DISPATCH AGREEMENT

This Regional Fire Dispatch Agreement made in duplicate as of the ____ day of December, 2021 (hereinafter referred to as "Effective Date").

BETWEEN:

THE CITY OF FREDERICTON, a local government under and by virtue of the *Local Governance Act*, SNB 2017, c-18, having its head office in the City of Fredericton, in the County of York and Province of New Brunswick (hereinafter referred to as "Fredericton");

-and-

TOBIQUE FIRST NATION, having its head office at 13094 Rte 105, Tobique First Nation NB, in the County of Victoria, and Province of New Brunswick (hereinafter referred to as "Tobique").

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

WHEREAS Fredericton is currently the owner of an Emergency Communications Centre and Dispatch System capable of providing call taking and dispatching services;

AND WHEREAS Tobique, on behalf of the areas, as identified in Schedule "A" hereto attached and forming part of this Agreement (hereinafter referred to as the "Area(s)") has requested Fredericton to provide call taking and dispatch services for the regions serviced by the local fire departments;

AND WHEREAS Fredericton considers call taking and the provision of the dispatch services to Tobique for the term specified herein;

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties hereto covenant and agree as follows:

Part 1- Definitions

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 PSAP, 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 NB 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 telecommunicators 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. 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 Communications Committee (ESCC)* means a joint provincial and senior municipal Public Safety Answering Point (PSAP) committee that acts as a liaison between the Province and the PSAPs on all matters related to the NB 911 call taking and call transfer service.
- (g) *Emergency Service Provider (ESP)* means Emergency Service Provider as defined in **Emergency 911 Act**, SNB 1994, c. E-6.
- (h) *Fire Service Providers* means the local area fire department, all fire service boundaries will align with NB 911 boundaries.
- (i) *Regional Fire Dispatch Steering Committee (RFDSC)* means a committee consisting of the City of Fredericton Dispatch Services Manager, the Chief of Tobique Fire Department, the Chief of Fredericton Fire Department, the Municipal Managers and Justice and Public Safety and Department of Transportation and Infrastructure representatives.
- (j) *Standard Operating Guidelines (SOG)* means minimum standards for the provision of dispatch services as determined by Fredericton.
- (k) *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 7(1) of the **Emergency 911 Act**, SNB 1994, c. E-6. It provides direction and/or guidance in the operation and management of the 911 services.
- (l) *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.

Part 2- Regional Fire Dispatch Standards

Fredericton shall, through the operation of a PSAP or Emergency Communication Centre:

- 2.01 Provide call taking and dispatch services for Fire Service Providers in this Agreement in an uninterrupted manner twenty-four (24) hours per day, seven (7) days per week.

- 2.02 Provide the dispatch service via two-way voice communications between the communications centre and the fire service.
- 2.03 Voice record, date and time stamp all radio and/or telephone communications with the communication centre.
- 2.04 Ensure all two-way communication is in plain language.
- 2.05 Offer dispatch services to the fire service in the official language of choice.
- 2.06 Develop and maintain Standard Operating Guidelines (SOG) with consultation from the NB 911 Bureau, the Regional Fire Dispatch Steering Committee (RFDSC), and the Emergency Service Communications Committee (ESCC).
- 2.07 Support dispatch services by Computer Aided Dispatch (CAD).
- 2.08 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.
- 2.09 Ensure an incident reporting process is followed as defined by the NB 911 Operating Procedures Directives (OPD).

Part 3- Dispatch Service

- 3.01 Fredericton shall provide Dispatch Service as set out in Schedule "B" attached hereto forming part of this Agreement.
- 3.02 Fredericton, with respect to a 911 Fire Protection call received from the Area, shall dispatch the appropriate Fire Service Provider to respond to the call.

Part 4- Joint Understanding of the Parties

The Parties agree that:

- 4.01 The communications function pertaining to Fredericton shall remain the sole jurisdiction and responsibility of Fredericton.
- 4.02 Fredericton may undertake, by contractual arrangements, dispatch and other services for municipalities or service providers associated with its PSAP.
- 4.03 Fredericton and Tobique will establish and maintain a process for processing of 911 calls that overflow from the Fredericton PSAP and received from other PSAPs.
- 4.04 Each Party agrees that they shall be responsible for any costs of upgrading or installing the equipment necessary for the Dispatch Service related to their region. Each Party also agrees that Fredericton shall not be responsible for providing any additional infrastructure required for the Dispatch Service.
- 4.05 The Fire Service Provider shall ensure that their equipment is compatible with the equipment utilized by Fredericton for emergency call taking and dispatch service.

Part 5- Term and Termination

- 5.01 This Agreement shall commence on the Effective Date and, unless terminated in accordance with the terms herein, be for a term of five (5) years, expiring on March 31, 2026 (the "Term"). Thereafter, the Agreement may automatically renew up to five (5) successive three (3) year terms unless terminated by either Party upon one hundred and twenty (120) days written notice prior to the end of the then current term.
- 5.02 For greater clarity, the renewal terms noted in Article 5.1 herein are as follows: April 1, 2026 to March 31, 2029 (Renewal 1); April 1, 2029 to March 31, 2032 (Renewal 2); April 1, 2032 to March 31, 2035 (Renewal 3); April 1, 2035 to March 31, 2038 (Renewal 4); and April 1, 2038 to March 31, 2041 (Renewal 5).
- 5.03 Notwithstanding Article 5.01 herein, 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.
- 5.04 The Parties shall continue to fulfill their obligations under the terms and conditions of this Agreement during the applicable termination period.
- 5.05 The Parties shall continue to fulfill their obligations under the terms and conditions of this Agreement during any renewal term identified under Part 5 herein, subject to any amendment per Article 6.01 herein.

Part 6- Amendments

- 6.01 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.

Part 7- Fees

- 7.01 Tobique shall pay to Fredericton, the initial fee for services in the amount of Four Thousand Two Hundred dollars (\$4200).
- 7.02 The annual fee payable by Tobique shall be paid in quarterly installments commencing on the 1st day of April, July, October and January during the Term of the Agreement. Should this Agreement begin or end during any quarter, the fee for such quarter shall be prorated.
- 7.03 The annual fee in article 7.01 shall be readjusted by the amount equivalent of the provincial consumer price index.

Part 8- Notices

8.01 All notices and/or amendments to be given pursuant to the Agreement shall be in writing and delivered personally or by courier to:

The City of Fredericton
397 Queen Street
Fredericton, NB
E3B 1B5

Tobique First Nation
13094 Rte 105
Tobique First Nation, NB
E7H 3Y4

Attention: Dispatch Services Manager

Attention: Fire Chief

Part 9- Liability

9.01 Tobique covenants to indemnify and save harmless Fredericton 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 Tobique or one or more of its employees, agents, contractors or subcontractors and whether caused by the negligence of Tobique 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 Tobique of any covenant or obligation of Tobique contained in this Agreement;
- (b) any damage to property, either real or personal, and whether owned by Fredericton, Tobique or others (including any member of the public) howsoever occasioned.

Notwithstanding, any other provision of this Agreement to the contrary, Tobique 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 Fredericton or the negligence or willful act or omission of Fredericton.

Part 10- Miscellaneous

10.01 **Applicable law:** This Agreement shall be governed by and construed in accordance with the laws in force in the Province of New Brunswick and the applicable laws of Canada. The Parties attorn to the jurisdiction and venue of the courts of New Brunswick in respect of any matter relating to this Agreement.

10.02 **Assignment:** Tobique may not assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the express written consent of Fredericton. That consent may not be unreasonably withheld or delayed.

10.03 **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.

- 10.04 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. 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.
- 10.05 **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 the Court of Queen’s Bench of 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 section 10.05(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*, SNB 1992, c. A-10.1. 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 the Court of Queen’s Bench of 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 10.05 may be abridged or extended by mutual agreement of the Parties.
- 10.06 **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.
- 10.07 **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, labour difficulties, strikes, lock-outs or governmental action. Neither Fredericton nor Tobique 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 Fredericton,

Tobique or the local Fire Department's reasonable control, each of which shall be considered a force majeure event.

- 10.08 **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.
- 10.09 **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.
- 10.10 ***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* of New Brunswick, and as such, disclosure and confidentiality obligations are governed thereunder.
- 10.11 **Severability:** If any section or part of a section contained in this Agreement shall be judicially held invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such section or part of a section had not been included.
- 10.12 **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.
- 10.13 **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.
- 10.14 **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.

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IS INTENTIONALLY LEFT BLANK**

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

SIGNED, SEALED AND DELIVERED

THE CITY OF FREDERICTON

Kate Rogers
Mayor

Jennifer Lawson
City Clerk

TOBIQUE FIRST NATION

Ross Perley, Chief
Date: _____, 2021

Jasmine Pirie, Councillor
Date: _____, 2021

Donald Hafke, Councillor
Date: _____, 2021

Timmy McDougall, Councillor
Date: _____, 2021

Aaron Nicholas, Councillor
Date: _____, 2021

Edwin Bernard, Councillor
Date: _____, 2021

Brad Sappier, Councillor
Date: _____, 2021

Julian Moulton, Councillor
Date: _____, 2021

Tina Martin, Councillor
Date: _____, 2021

SCHEDULE "A"

"AREAS"

1. Tobique fire service area as outlined in the Provincial 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 (ie: NB Power).
8. Maintain a variety of logs, records and files related to dispatching activities for a period of two (2) years.

SCHEDULE "C"
BAND COUNCIL RESOLUTION

TOBIQUE FIRST NATION, TOBIQUE INDIAN RESERVE NO. 20
SOUTH TILLEY, NEW BRUNSWICK

The Council of the Tobique First Nation, Indian Reserve No. __, Tobique, New Brunswick, by Band Council Resolution dated the ____ day of _____, 2021, **HEREBY RESOLVES THAT:**

We, the Chief and Council of the Tobique First Nation DO HEREBY approve the Regional Fire Dispatch Agreement ("Agreement") between the Tobique First Nation and the City of Fredericton for a term ending on March 31, 2026 with the possibility of being automatically renewed for five (5) additional terms of three (3) years each; AND DO HEREBY authorize the signing of the Agreement.

Ross Perley
Chief

Jasmine Pirie
Councillor

Timmy McDougall
Councillor

Edwin Bernard
Councillor

Julian Moulton
Councillor

Kim Perley
Councillor

Shane Perley-Dutcher
Councillor

Donald Hafke
Councillor

Aaron Nicholas
Councillor

Brad Sappier
Councillor

Tina Martin
Councillor

Richard Moulton
Councillor

Adam Saulis
Councillor

