

**The Corporation of the Township of Prince  
BY-LAW 2018-33**

Being a By-Law to authorize the Mayor and CAO/Clerk-Treasurer to enter into an agreement with the Her Majesty the Queen in Right of the Province of Ontario as Represented by the Minister of Health

**WHEREAS** it is considered desirable to enter into an Agreement with Her Majesty the Queen in Right of the Province of Ontario as Represented by the Minister of Health (hereinafter referred to as the "Minister")

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor of Clerk of Prince Township are hereby authorized to execute, sign and affix the Corporate Seal to an Agreement with the Minister for the provision of communication (call taking, and alerting or dispatching) services to the Township by the Sault Ste. Marie Central Ambulance Communications Centre (hereinafter referred to as the 'CACC'), which is operated under the authority of the Minister.
2. Schedule 'A' forms part of this by-law,
3. This By-Law comes into force upon final passing thereof.

READ THREE TIMES AND PASSED in open Council this 9<sup>th</sup> day of October 2018.

  
Mayor, K. Lamming

  
CAO/Clerk-Treasurer, P. Greco

THIS AGREEMENT made this 20th day of November, 2018

BETWEEN:

PRINCE TOWNSHIP, ONTARIO

(hereinafter referred to as the Township)

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO

AS REPRESENTED BY THE MINISTER OF HEALTH

(hereinafter referred to as the "Minister")

WHEREAS it is the intention of the parties to enter into an agreement for the provision of communication (call taking and alerting or dispatching) services to the Township by the Sault Ste. Marie Central Ambulance Communications Centre (hereinafter referred to as the "CACC"), which is operated by and under the authority of the Minister;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants 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 Centres.
  
- (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 his 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 Communications 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 Township may terminate this 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 Sault Ste. Marie 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 Sault Ste. Marie CACC owned or purchased by the Township and used for the purposes of this Agreement.
- (iii) immediately upon the assignment and transfer referred to in paragraph 1 (e) (ii), the Sault Ste. Marie CACC shall cease to have any rights or obligations in respect of this 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 City under clause 16 and clause 17, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.
- (f) (i) Where the Township intends to terminate this Agreement under paragraph 1 (e) (i), the procedure set forth in clause 12 and clause 13 shall not apply. Rather, the Township shall give the Minister 90 days notice of its intention to terminate, after which time this Agreement shall automatically terminate.
- (ii) Where the Township 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 Minister shall give notice forthwith to the Township 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 Township and installed at the CACC by the Township. In the latter case, the Minister shall give the Township notice forthwith of the fact that it has stopped supplying the services and shall request that the Township repair the equipment as soon as practicable.
- (c) The Township shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Township and installed at the CACC. However, aside from the Township repair and maintenance responsibility under this sub-clause, the Township 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 Township will provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Township; 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,

## **SERVICES PROVIDED BY TOWNSHIP**

3. The Township 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 CACC, the Township, Prince Township Fire Department (appointed under sub-clause 5 (b)), and the Emergency Health Services Branch of the Ministry of Health.
- (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 DEPARTMENT**

5. (a) The fire department for which the CACC is to provide call taking and alerting services under this Agreement is Prince Township Fire Department.
  
- (b) For the purpose of sub-clause 4 (b), the Township shall appoint a representative on the Committee for the Township. 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 department and act as its sole liaison with the CACC, the Committee and the Minister.

## **FEES**

6. (a) The Township shall pay the Minister a fee of \$ 90.42 for each month, payable in advance, billed annually (and prorated if applicable). The above fee may increase annually to correspond with payroll increases per employee contracts and other factors. The amount set for such fees shall not be subject to any amendment under clause 10.
  
- (b) The obligation to pay the fee provided for in sub-clause 6 (a), shall apply only until 11:59 P.M. on March 31, 2021. Fire service call fees payable after that date shall be determined in accordance with clause 7.
  
- (c) The ministry shall send to the Township an invoice in respect of the amount owing for fees prior to the end of each fiscal year during the term of this Agreement.

## **FEES FOR SUBSEQUENT YEARS**

7. (a) The fire service call fees (see clause 6) due and payable on October 31, 2018 (prorated for a four-month-plus-10-day period), March 31, 2019, and March 31, 2020 shall be determined annually, for each of these years, in accordance with this clause. The amount set for such fees shall not be subject to any amendment under clause 11.

## **INVOICES**

8. 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**

9. (a) This Agreement shall commence on November 20, 2018 and shall have a term of two years, four months and 10 days, so that it will expire at 11:59 P.M. on March 31, 2021 (hereinafter referred to as the “expiry date”), unless terminated before that date under sub-clause 1 (f), or clause 12.
  - (b) Where a party wishes to renew this Agreement, that party shall give notice of such wish to the other party at least 90 days prior to the expiry date of this Agreement. Where such notice has been given, the parties may renew this Agreement on such terms and conditions as they may mutually agree on.
  - (c) Despite any other provision of this Agreement, where no notice has been given under sub-clause 10 (b), this Agreement shall expire automatically on the expiry date.

## **PERFORMANCE, BREACH AND AMENDMENT**

10. (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
  - (iii) wishes to amend this Agreement (except in respect of the fire service call fees determined under clause 6, and clause 7) 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 10 (a), and either paragraph 10 (a) (i) or paragraph 10 (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 30 days of the issuance of the report issued under sub-clause 10 (d).
- (c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under sub-clause 10 (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 10 (a), all parties may mutually agree to amend any term of this Agreement (except clause 6 and clause 7), 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.
- (f) Until this Agreement or any Schedule is amended under this clause, all the provisions of this Agreement and the Schedules shall remain in full force and effect. However, the parties may agree to an amendment that has retroactive effect.

#### **TERMINATION FOR CAUSE**

11. Having regard to paragraph 10 (a) (i), paragraph 10 (a) (ii) and sub-clause 10 (b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving notice, within 30 days of the issuance of the report under sub-clause 10 (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**

12. (a) Where this Agreement has been terminated under sub-clause 1 (f), sub-clause 7 (d) or clause 11, or has expired under sub-clause 9 (a), the Township shall remove from the CACC all equipment purchased or owned by the Township.
- (b) Where this Agreement has been terminated under sub-clause 1 (f), sub-clause 7 (d) or clause 11, the Minister shall send the Township an invoice for any amount owed by the Township to the Minister. However, the Township may deduct from this amount an amount representing any reimbursement by the Minister to the Township, on a pro rata basis, of the appropriate portion of the annual fee paid under clause 6 or clause 7.

## **NOTICE**

13. Any notice, invoice or other communication (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 Minister, to:

Terri McMillan  
Sault Ste. Marie CACC Manager  
750 Great Northern Road  
Sault Ste. Marie, ON  
P6B 0A8

and, in the case of the Prince Township Fire Department, to:

Fire Chief  
Prince Township Fire Department  
3042 Second Line W.  
Prince Township, ON P6A 6K4

**EMPLOYEES AND AGENTS OF CACC AND AMALGAMATED CACC PERSONNEL**

14. (a) For the purpose of this Agreement, all CACC personnel shall at all times be deemed to be employees or agents only of the Minister, and not employees or agents of the Township.
- (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 Township. For greater certainty under this sub-clause, 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 FOR AND INDEMNIFICATION OF MINISTER**

15. (a) The Minister, his officers, employees, agents, assigns, independent contractors, and subcontractors shall not be liable to the Township or to any of the officers, employees, agents, volunteers, assigns, independent contractors or subcontractors of the Township (hereinafter collectively referred to in this clause, clause 16 and clause 17 as the “Personnel” of the Township) for any actions taken or failed to be taken under this Agreement, including, but not limited to, any losses, expenses, costs, claims, damages and liabilities arising out of or by reason of or attributable to the provision of the Township services, or the performance of the Township obligations, under this Agreement.
- (b) The Township shall indemnify and save harmless the Minister and his officers, employees, agents, assigns, independent contractors and subcontractors from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature based on, occasioned by or attributable to anything done or omitted to be done by the Township, or by the Personnel of the Township, in connection with this Agreement, or with the performance of the Township obligations under this Agreement.
- (c) If the Minister shall be made a party to any litigation commenced by or against the Township, or by or against the Personnel of the Township, then the Township will indemnify and save harmless the Minister and his officers, employees, agents, assigns, independent contractors and subcontractors in connection with such litigation.

- (d) The provisions of this clause shall survive the expiry or termination of this Agreement.

## **PROTECTION FROM CLAIMS**

16. The Township shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Township, or by the Personnel of the Township, 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.

## **INSURANCE BY CITY IN FAVOUR OF MINISTER**

17. (a) For the purpose of sub-clause 16 and without restricting the generality of that clause, the Township shall maintain in full force and effect during the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance, in form and substance acceptable to the Minister, providing coverage for a limit of not less than two million dollars (\$2,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly from the acts or omissions of the Township, or of the Personnel of the Township, under this Agreement.
- (b) The insurance policy referred to in sub-clause 17 (a) shall include the following terms:
- (i) a clause that adds Her Majesty the Queen in Right of Ontario, as represented by the Minister of Health, and his officers, employees, agents, assigns, independent contractors and subcontractors, as additional named insured's;
  - (ii) a cross-liability insurance clause endorsement acceptable to the Minister;
  - (iii) a clause requiring the insurer to provide 30 days prior written notice to the Minister in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;

(iv) a clause that provides that the protection for the Minister under the insurance policy will not be affected in any way by any act or omission of the Township, or of the Personnel of the Township, or of the Personnel of the Township and;

(v) a clause including liability arising out of contract or agreement.

(c) The Township shall submit to the Minister proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to in this clause.

IN WITNESS WHEREOF the Minister and Prince Township have hereunto set their hands and seals.

  
Witness

For the Minister

  
Sault Ste. Marie CACC Manager

  
Witness

For Prince Township

  
Mayor

  
Solicitor/Clerk

## SCHEDULE A

Sault Ste. Marie CACC will provide:

- Call-taking and alerting services as per the CACC's Fire Call Taking & Alerting Policy & Procedure Manual (Vehicle/radio monitoring will be provided).
- Voice recording of telephone, radio and paging communications, if technically possible.
- A pager testing program for the fire department, performed upon request by the department.

Sault Ste. Marie CACC will also continue to work together with the Township to develop policies and procedures with respect to call-taking and alerting the fire department.

## SCHEDULE B

The Township will:

- Train all new staff on how to call-take and alert fire departments and fund same. This is for back up reasons. Department needs to plan self-dispatch if necessary.
- Ensure that service area maps used by the CACC for call-taking and alerting the Prince Township Fire Department are always up-to-date, i.e., municipal roads, name changes etc.
- Assist the Emergency Health Services Branch of the Ministry of Health with the development of policies and procedures relating to fire call-taking and alerting as needed.
- Maintain a current copy of the Prince Township Fire Department Emergency Fire Service Plan and Program and provide training to the CACC dispatchers in its use.
- Maintain a current list of the Prince Township Fire Department members and contact numbers.