

THIS AGREEMENT made this 1st day of January, 2024

BETWEEN:

**THE CORPORATION OF THE CITY OF KITCHENER**

hereinafter called "Kitchener"

of the First Part

- and -

**THE CORPORATION OF THE CITY OF CAMBRIDGE**

hereinafter called " Cambridge"

of the Second Part

**WHEREAS** Kitchener and Cambridge (hereinafter sometimes collectively referred to as "party" or "the parties") hereto have agreed that Kitchener shall provide fire dispatch services to Cambridge from the City of Kitchener, on a fee for service basis, subject to the terms and conditions hereinafter set out and as authorized by sections 19(2), 19(3) and 20 of the *Municipal Act 2001*, S.O. 2001, c.25, as amended;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the premises, other good and valuable consideration (the receipt and sufficiency of which each of the parties hereby acknowledge) and the mutual convenience and agreements hereinafter contained, the parties hereto agree as follows:

**DEFINITIONS:**

1. In this Agreement;

- (a) "Communications Centre" means the building in which fire dispatch services are provided, which is located at Kitchener's Fire Headquarters at 270 Strasburg Road in Kitchener, Ontario or the alternate Emergency Communication Centre;
- (b) "Fire Dispatch Services" means and includes the following:
  - receipt of all calls of emergency from parties in Cambridge's response area;
  - dispatch of required fire department personnel and equipment for the fire department in Cambridge; and,
  - Administrative functions and services as defined by this Agreement in respect to the provisions of the previously mentioned services.
- (c) "mapping data" means information provided to ensure that accurate information is input into the Computer Aided Dispatch system and able to send accurate responses to reported emergencies.

**TERM AND RENEWAL:**

2. The term of this Agreement shall be four (4) years commencing January 1, 2024 and continuing in full force and effect up to and including December 31, 2027 (the "Term"). Following the conclusion of the Term, if a new agreement has not been entered into, this Agreement shall be automatically renewed for a period of one year, on the same terms and conditions as hereinafter set out (the "Renewal") and subject to financial reconciliation based on the terms of the Agreement.
3. Either Party may terminate the Renewal by providing four (4) months written notice to the other prior to the end of the one (1) year renewal term or upon mutual agreement between the Parties. If neither party exercises their termination rights during the Renewal, this Agreement shall be deemed to

terminate upon the end of the Renewal period, subject to a further written agreement between the parties.

- 4. In addition, if either party, in their sole discretion, acting reasonably, believes that the other party is at any time in default of any of their obligations under this Agreement, the party shall provide notice of default to other party in writing. The Notice shall provide the details of such default and provide the party fourteen (14) days to cure such default. If said default is not cured within fourteen (14) days, the party may terminate this Agreement, without penalty, by providing the party four (4) months' written notice of Cambridge's intention to terminate.

**GENERAL:**

- 5. Kitchener shall provide Fire Dispatch Services to Cambridge during the Term and any Renewal for the Annual Fee (hereinafter defined).
- 6. Cambridge shall pay Kitchener an annual fee for the Fire Dispatch Services during the Term which shall be payable in four (4) installments, specifically April, July, October of each year and January of the following year (the "Annual Fee"). The first three instalments of each year shall be for the same amount, with the final instalment in January of each subsequent year reflecting a reconciliation of the Annual Fee for the preceding year. The Annual Fee shall be calculated based on a Per-Incident Cost multiplied by Cambridge's total number of incidents in 2021.

The Per-Incident Cost for each year will include the following:

- (a) All applicable compensation and benefit costs to operate the Kitchener Fire Communications Division in the current year including but not limited to any staff involved in the operation of the Dispatch Services.
- (b) Operating costs of the Kitchener Fire Communications Division for the current year which include but are not limited to all Regional CAD operating costs and the Computer Aided Dispatch costs for the current year.
- (c) An annual capital contribution towards the Computer Aided Dispatch Infrastructure replacement which will include an annual inflationary increase.
- (d) An annual capital contribution towards Next Generation 9-1-1 implementation costs (NG911) amortized over the Term of this Agreement.
- (e) Any extenuating/unforeseen expense pertaining to the operating of the Kitchener Fire Communications Division that may arise that is considered a shared cost.

The Per-Incident Cost will be calculated by taking the total of the above listed costs and dividing by the total number of incidents in 2021 for all municipalities for which Kitchener provided Fire Dispatch Services as of January 1, 2024.

If a municipality chooses to purchase mobile data terminals from the Region the annual software and related operating costs specific to the mobile units will be charged back based on the number of units purchased.

<b>Example of Annual Fee Calculation:*</b>	
A. Compensation Costs	\$1,550,000
B. Operating Costs	\$ 150,000
C. Regional CAD Costs	\$ 250,000
D. Capital Contribution	\$ 25,000
E. NG911 Capital Costs - Amortized over Term	<u>\$ 50,000</u>

Total	<u>\$2,025,000</u>
Total Call Volumes	<u>35,000</u>
Per incident Cost	<u>\$ 57.86</u>
Municipality/Township 2021 Call Volume	8,000
Annual Fee	<u><u>\$ 462,857</u></u>
<i>* Numbers are NOT representative of actuals, they are for example purposes only</i>	

7. Invoicing will be in keeping with the Annual Fee Calculation Example above. The parties agree that in 2025 the Annual Fee calculation formula including the Per-Incident Cost maybe revisited and any adjustments made to reflect increases in the number of Per-Incidents to be apportioned and applied to the remaining time on the contract.
8. The Annual Fee shall further be adjusted and/or reimbursed to Cambridge on a pro rata basis, with such adjustment/reimbursement to be reviewed annually, reflecting a reduction of fees in the following scenarios:
  - (a) If Kitchener receive any grants (including NG911 grants, or otherwise) which supplement any portion of the Annual Fee calculation formula; and/or
  - (b) If Kitchener contracts with the City of Stratford or any other municipality for similar Fire Dispatch Services.

Such adjustment/reimbursement as outlined in shall be agreed to by the Parties, acting reasonably.

9. Cambridge acknowledges that Kitchener may provide dispatch services to new customers over and above the municipalities being serviced by Kitchener under similar agreements as of January 1, 2023 including the City of Stratford. While Cambridge recognizes that any revenue of such agreements will belong solely to Kitchener, the Parties agree that the Annual Fee shall be adjusted on a pro-rata basis in accordance with sections 8 and 9 of this Agreement. Kitchener will notify Cambridge whenever there is a change to the number of municipalities to which Kitchener provides dispatch services.
10. Any notices to be given or required under this Agreement shall be in writing and shall be deemed to have been given when personally delivered or on the 3<sup>rd</sup> business day after the mailing thereof by regular mail, postage prepaid, respectively to the following:
  - (a) Fire Chief - Kitchener Fire Department  
The Corporation of the City of Kitchener  
270 Strasburg Road  
Kitchener, Ontario  
N2E 3M6
  - (b) Fire Chief – Cambridge Fire Department  
The Corporation of the City of Cambridge  
50 Dixon Street  
Cambridge, Ontario  
N1R 8S1

Attention: Chief, Cambridge Fire Department, Robin Martin  
[martinr@cambridge.ca](mailto:martinr@cambridge.ca)

11. Cambridge acknowledges that no liability shall accrue to Kitchener for failing to supply Fire Dispatch Services to Cambridge that was beyond the control of Kitchener, and Kitchener acknowledges that Cambridge shall not be liable to Kitchener for that portion of the Annual Fee for any period when Fire Dispatch Services were not supplied.
12. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior negotiations, discussions and understandings of any nature whatsoever. There are no representations, warranties, collateral agreements or conditions respecting the subject matter of this Agreement and no changes, amendments, or modifications hereto shall be effective or binding on the parties hereto unless agreed to in writing by them.
13. Each provision, paragraph and sentence of this agreement shall be considered separate and severable, and if any one or more is declared invalid or unenforceable, the balance shall survive and remain in force insofar as is reasonable.
14. Any waiver by either party of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained, or indulgence granted, shall not be deemed to be an approval or waiver of any subsequent default or breach of this agreement.

#### **INFRASTRUCTURE:**

15. Kitchener shall provide infrastructure for the Communications Centre necessary to provide computerized fire dispatch service to Cambridge, including the hardware, software, system implementation, maintenance and the loading of system data. Mapping data is to be provided by Cambridge through the Region's GIS division, to the standard specified by Kitchener's Fire Department, and Waterloo Regional Police Services Pride, and updated according to an agreed upon schedule, or at the request of Kitchener. Cambridge acknowledges that Kitchener shall facilitate receipt of mapping data and that Kitchener's responsibility is limited to ensuring the data is loaded into the system. Further Cambridge acknowledges that Kitchener is not responsible for the quality, completeness and / or accuracy of the mapping data it receives from Cambridge or a designated third party secured by Cambridge. All software and hardware used by the Communications Centre and any interest therein, whether licensed or owned, is and shall remain the property of Kitchener.
16. The parties acknowledge that for the purpose of this agreement, the software used by the Communications Centre to provide the Fire Dispatch Services is limited to Computer Aided Dispatch (CAD), trip tickets, station/volunteer alerting and event data routing for agencies preferred incident reporting solutions.
17. Cambridge shall be responsible to pay for and provide all hardware and telephone or data line(s) necessary to receive incident reporting, trip ticket information dispatched from the Communications Centre and station notification software and hardware at Cambridge's fire stations. Cambridge shall be responsible to secure, maintain and pay for the applicable telephone or data line(s) and hardware (printer, etc.) required to obtain incident reporting and/or trip tickets in each fire station.
18. Kitchener shall be responsible for any future replacement or upgrading of the Communications Centre's infrastructure including hardware, software, system implementation and loading of mapping data, necessary to provide computerized Fire Dispatch Services to Cambridge. Should Cambridge choose

to incorporate its own data into the CAD system, Cambridge shall be responsible for those associated costs.

19. In the event Cambridge secures other software modules which are not part of the software used at the Communications Centre for the purposes of fire dispatch or incident reporting but which otherwise relies on the data generated by Kitchener, Kitchener shall continue to provide the data normally given to Cambridge as part of its Fire Dispatch Services as long as Kitchener is contractually obligated to provide Cambridge with Fire Dispatch Services. Should the contract for Fire Dispatch Services cease and Cambridge requires certain data from Kitchener, Kitchener reserves the right to charge on an hourly basis, at cost recovery, for the staff time necessary to extract the data so required.

**OPERATIONS:**

20. The parties hereby acknowledge that:
  - (a) daily management of the Fire Dispatch Services shall be provided by Kitchener; and,
  - (b) On a quarterly basis, or as agreed to by the parties, an Operations Committee consisting of the Cambridge Fire Chief, or his/her designate, the Waterloo Fire Chief, or his or her designate and the Kitchener Fire Chief, or his or her designate shall meet to evaluate the fire service needs as they relate to emergency communications, dispatch and communication protocols.
21. The Communications Centre may be temporarily relocated by Kitchener, without prior notice to Cambridge, in the event that the continuity of its operation at Strasburg Road is in jeopardy as the result of an emergency or crisis for which Kitchener's and/or the Region's emergency plan is called into action or in an event that the Communications Centre is rendered somehow uninhabitable. Kitchener currently operates an alternate back-up Emergency Communications Centre at 131 Goodrich Drive.
22. Kitchener shall provide Cambridge with systems administration assistance relating to data analysis and report generation to a maximum of 15 hrs. annually. Additional hours of assistance shall be subject to the charges identified in Kitchener's Fees & Charges By-Law.

**PERFORMANCE:**

23. When alarms are received by Kitchener, they shall be recorded and tabulated by Kitchener to indicate the origin of the call.
24. Ninety-five percent (95%) of emergency telephone lines shall be answered by Kitchener within 15 seconds and 99 percent of emergency telephone lines shall be answered by Kitchener within 40 seconds.
25. Ninety percent (90%) of emergency dispatching (time that the call is answered to the start of tones to notify stations) shall be completed by Kitchener as per National Fire Protection Association standards.
26. All alarms including requests for additional resources shall be transmitted to the identified responding units over the required dispatch circuit(s).
27. Records of the dispatch of emergency response units in response to alarms shall be maintained by Kitchener and shall identify the following:
  - (a) the unit number of the responding vehicle;

- (b) the time of en route by each unit (on air time);
  - (c) the time of arrival for each unit at the scene (on scene time); and,
  - (d) the time each unit is returned to service (clear time).
28. Where voice transmission is used as a dispatch method, the announcement for the emergency response shall be preceded by an audible warning or alerting signal that differentiates the emergency from routine radio traffic.
29. The first emergency response unit that arrives at the location of the alarm shall provide a brief preliminary report to the Communications Centre of the observed conditions.
30. Cambridge will not be responsible for payment to Kitchener for incidents that Kitchener mistakenly dispatch out to Cambridge. These incidents will be removed for the final payment made in January of the following year.

**OUT OF SCOPE:**

31. Not included in the Annual Fee is:
- (a) Ontario Fire Marshal data extraction for their analysis;
  - (b) management of response boundary and rule changes to responses (additional stations, additional protection areas and additional apparatus); and,
  - (c) report/data requests outside what is defined in section 13 and technical assistance on report/data under section 18.

**DISPUTE RESOLUTION**

32. In the event a dispute arises between or amongst the Parties concerning the adjustment of Annual Fee as outlined in sections 8 and 9, the Parties shall first endeavor to resolve any such conflict or dispute by convening a meeting between each other with their relevant decision makers in attendance. Such meeting shall take place within thirty (30) days of either Party providing notice to the other of a dispute and/or conflict. If the conflict and/or dispute is not resolved at the meeting between the Parties, any Party may then take any steps available to them at law to protect their interests.

**MISCELLANEOUS**

33. The Parties agree that this Agreement may be signed in counterparts and that a photocopy or electronically transmitted copy of this executed Agreement shall have the same force in law as an originally executed copy.

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