

Fire Dispatch Service Level Agreement

This Service Level Agreement between MUNICIPALITY OF THE DISTRICT OF DIGBY (operating as DIGBY DISPATCH) of the first part (the service provider) and MUNICIPALITY OF THE DISTRICT OF ARGYLE of the second part (the service purchaser), outlines the services to be provided by the service provider to the service purchaser and the agreed-upon fees to be paid by the service purchaser upon satisfactory delivery of the said services(s).

Definitions

The following definitions shall apply to terms used in this agreement:

Agreement: this agreement between the party of the first part and the party of the second part which may be amended from time to time in writing by mutual agreement of the parties and may include further Statements of Work attached hereto.

Automatic Alarm: an alarm which is automatically activated by intrusion, fire, or other cause in an alarmed building or property and sounds/displays at one or more remote locations.

Billing Invoice: An invoice issued by the party of the first part to the party of the second part in accordance with the schedule of payments agreed to in this agreement.

Business Day: the normal business day of the service provider shall be 0900-1700 from Monday to Friday inclusive, with the exception of statutory holidays. The normal business day of the service purchaser shall be from 0900-1700 from Monday to Friday: this does not apply to emergency services providers which typically are "open for business" 24 hours/365 days/year.

Change Order Request: a written request from the service purchaser to amend the services provided by the service provider. A Change Order Request shall be duly issued by an authority of the party of the second part; the service provider shall respond to the Change Order Request in writing outlining an understanding of the changes requested, any implications to the provided services, and the cost (initial capital and recurring) implications to the party of the second part. No Changes shall be initiated by the party of the first part until the party of the second part acknowledges the written response and duly authorizes it to proceed.

Client: the client(s) of the service provider are the emergency services providers agencies operated by or on behalf of the service purchaser. Specifically, with respect to this Agreement the agencies of the service purchaser are: AMIRAULT'S HILL/HUBBARD'S POINT VOLUNTEER FIRE DEPARTMENT, EAST PUBNICO VOLUNTEER FIRE DEPARTMENT, EEL BROOK AND DISTRICT VOLUNTEER FIRE DEPARTMENT, ISLANDS AND DISTRICT VOLUNTEER FIRE DEPARTMENT, QUINAN AND DISTRICT VOLUNTEER FIRE DEPARTMENT, WEDGEPORT AND DISTRICT VOLUNTEER FIRE DEPARTMENT, WEST PUBNICO VOLUNTEER FIRE DEPARTMENT.

Effective Date: the date(s) upon which this Agreement, and any attachment hereto shall come into effect.

Incident: an occurrence to which a client of the service provider is requested to attend; an incident shall be deemed to include the response of the client personnel, their activities at the incident scene, and their return to station and full-service preparedness.

Personal Information: the service provider, the service purchaser, and the client(s) are governed by prevailing legislation and regulation regarding the protection of privacy and identity of individuals. To wit, a client shall not request, and the service provider shall not provide any information in a radio broadcast which connects the name and address or any other private, personal information of any individual requesting emergency services.

Service Levels: means the service objectives and availability standards to be met by the service provider; to wit, each client must provide a timely list of response capabilities and jurisdiction such as ice/water rescue, vehicle extrication, high angle rescue; and the actual response to an incident upon request.

Operational Commitment and Technical Information Required

The Service purchaser will provide, with the assistance of its agencies, the following technical information:

1. The shape mapping files. This can be done by Digby Dispatch with permission of the agency.
2. The contact details of all members of each agency. This would include: -
 - a. A cell number from each member and the phone company they use. *
 - b. Home and work phone numbers of the key personnel (Chief and Deputy Chief). *
 - c. DAPT numbers and Codes. Details of Fire Q, I am Responding or other notification systems in use by the agency.
 - d. Email addresses of any member of the individual agency who would like to receive the call sheet. *
 - e. Address, phone number and fax number of the fire hall. *
 - f. Details of specific automatic mutual aid agreements the agency has.
 - g. The details of adjacent agencies
 - h. The agency's equipment list.
 - i. Radio and pager frequencies.
 - j. Completion of the "Nova Scotia Emergency Management Office Fire Dispatch Number Change for 911" information form. **(Annex B)

(Note: Items marked with * can be done via computer interface)

(Note: For the item marked with ** allow 14 days for processing.)

Day 1. As soon as notice is given all information in Technical requirements should ideally be given to Digby Dispatch from the client agency.

Once the information is received by Digby Dispatch the CAD system and DAPT systems will be set up at Digby Dispatch. This is to include shape mapping files of the client agency's area.

Day 2. All testing of paging and communications between Digby Dispatch and all client agencies.

This timeline will only work if the information required by Digby Dispatch is received promptly. Delay in receiving the information will push it back by the appropriate time.

Service Specification

The service provider shall provide the following services as part of this agreement:

1. Fully recorded call taking.
2. Dispatching/Paging the correct assets to the correct location in a timely manner. This will include I am Responding, Fire Q and has its own texting/SMS paging system if required at minimal cost.
3. Assist the client agency through the duration of the incident to include dispatching mutual aid. Bringing in other agencies (Police/EHS/Fire Marshall/NSPC/DNR/TIR).
4. Issue Ops Channels as required. Facilitate accessing Mutual Aid talk groups.
5. Maintain records of all calls.
6. Provide details of the call to each client agency-involved within 30 minutes. This will be by Fax, Email or both as required.
7. Pager checks daily. Pass on training messages to all responders as required. This can be done via radio, SMS, text or all systems. Our CAD system fully supports I am Responding, Fire Q and has its own texting/SMS paging system if required at minimal cost.
8. The service provider shall provide the services as outlined herein on a continuous basis from the commencement of this agreement until its scheduled conclusion unless an agreement to extend or replace the agreement is executed by both parties.
 - a. The service provider shall answer in-coming calls on line(s) maintained by the service provider or the service purchaser (as mutually agreed) within 15 seconds of the initial ring-tone 95% of the time and within 40 seconds of the initial ring-tone 99% of the time. Failure to answer incoming calls within these time frames shall be deemed to be a breach of service by the service provider.
9. Each client agency shall provide protocol details to be used by the service provider to activate the devices issued to its personnel; to the extent reasonably practicable, the client agency shall adopt a single standard protocol being used by the service provider (IE. Primary and secondary pages; number of repeat pages per incident; protocol for back-up in the event of no response). As well as the notification protocol, each client agency shall provide alternate (back-up) agency information in the event it is unable to respond or an equipment malfunction prevents it from being notified.
10. The service provider shall act on the incoming request for a service response within 60 seconds 95% of the time. This means the activation of pagers, telephone calls, or other devices provided to their personnel by the client according to the protocol established by the client. Failure to activate the appropriate notification equipment within this timeframe shall be deemed to be a breach of the service by the service provider.
11. The client agency(s) shall use the Trunked Mobile Radio System (TMR2) to acknowledge receipt of a notification of a request to respond within three (3) minutes of the initial broadcast of the notification.
 - a. If the client agency has not acknowledged receipt of notification within three (3) minutes of the initial broadcast, the service provider shall rebroadcast the entire notification as if it were the initial broadcast.

- b. If the client agency has not acknowledged receipt of notification of a request to respond after an additional three (3) minutes (six (6) minutes from the initial broadcast) the service provider shall refer to the alternate (back-up) client agency designated by the primary client agency and attempt to notify this client agency as per its stated protocol. With the exception of Medical Calls, no other agency will be notified.
 - c. After the alternate client agency has been notified, the service provider shall attempt one additional notification of the initial client agency.
 - d. The service provider shall have no further obligation to notify the initial client agency for this incident.
12. The client agency shall conduct all two-way radio communications with the service provider using the Trunked Mobile Radio System (TMR2) on the assigned dispatch talk group, unless not reasonably practicable. The service provider has no obligation to monitor any other means of two-way radio communication with the client agency.
13. The Service Provider hereby stipulates that they meet all requirements of the latest version of the FSANS Fire Dispatch Standards as published on the FSANS website, with the following specific exceptions: (list by Section number)

Service Fees and Penalties

Rates – The rates below are based on call volume and would be applied to individual client agency historical data: -

| Call Volume | Annual Rates | Monthly Rate | Notes |
|---------------|--------------|--------------|----------------------------------|
| 10 to 25 | \$2000 | \$166.67 | 10 and below would be negotiable |
| 25 to 60 | \$3000 | \$250.00 | |
| 60 to 100 | \$4000 | \$333.33 | |
| 100 to 150 | \$5000 | \$416.67 | |
| 150 to 200 | \$6000 | \$500.00 | |
| 200 to 400 | \$7000 | \$583.33 | |
| 400 and above | \$8000 | \$666.67 | |

Rate changes – This rate will stand for one year of the contract being signed. It will go up annually at an amount equal to N.S.C.P.I for the immediately preceding calendar year.

Special Charges – SMS service, if required, will be billed as and when used to each individual client agency.

A one time set up cost to the service purchaser of \$2,000.00 will be required for Digby Dispatch to transfer services.

In the event that the service provider is found to be in breach of contract with respect to any one incident, the service purchaser shall be authorized to withhold a portion of the monthly rate equal to

the percentage of incidents for which the service provider is in breach in any one monthly period. For further clarification, if the service provided answers 25 calls for service for a particular client agency in a month and is in breach of contract for two (2) of those calls for service, the ratio of withholding shall be 2/25 x monthly rate.

Emergency Evacuation of Primary Facility

The service provider shall have a written protocol for staff to follow in the event that the primary facility becomes uninhabitable, essential public utility service to the facility is disrupted, or essential equipment owned by or operated by (regardless of ownership) the service provider is disabled. The alternate facility that staff will migrate to will be fully redundant with facilities and equipment to receive incoming calls for service and to broadcast notifications to the client agencies with no necessity for the client agencies to change their operating procedures for receiving or acknowledging calls except for a brief (less than two (2) hours) transition period.

Failure of the service provider to provide the above protocol, facilities and equipment and maintain same in a 'hot standby' status shall be deemed to be a breach of contract.

Terms of Service Level Agreement

This Service Level Agreement shall be for a period of five (5) years coming into force and effect at 00:00hrs on

January 10, 2019 and will expire at 23:59hrs on March 31, 2024
Date Date

The service purchaser shall have the option to terminate this agreement by providing the service provider with six (6) months written notice of its intention to terminate the agreement and upon so doing the agreement terminates upon the expiration of the six (6) months.

This Service Level Agreement is Hereby Executed

Between **THE MUNICIPALITY OF THE DISTRICT OF DIGBY**

for the Service Provider on ^{January} 27 day of 2019.

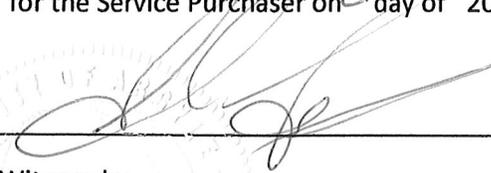


Witness by



And **THE MUNICIPALITY OF THE DISTRICT OF ARGYLE**

for the Service Purchaser on ^{January} 29 day of 2019.



Witness by

