



Municipality of the District of Argyle

Item: Contract request – Digby
Dispatch services

Date: January 7, 2019

VISION

We see Argyle as home to a healthy and thriving rural population. Our municipality promotes and supports economic and social opportunities for the region and engages in the active expression of our unique Acadian heritage. We are a place of choice for rural living and are widely recognized for our warm hospitality and joie de vivre. Surrounded by fresh air and cool ocean breezes, we work and play in the great outdoors. People choose to live in Argyle because of our commitment to each other, to our community and to our neighbors. Argyle is a place we are proud to call home.

Background:

As you are well aware, the Town of Yarmouth has all but discontinued the dispatch service, and we are being informed that the dispatch services could end in early January if the union negotiations fail between the Town and the union. Combined with the fact that the Town of Yarmouth would not accept a phase in of additional billing, we are left with no option but to find an alternate service provision.

Work has been occurring in the background and Council has been kept apprised of the situation throughout. The volunteer fire departments of Yarmouth County (with exception of the Town Fire Department) were invited to a meeting on December 24, 2018 to discuss our options. The clear majority, once informed of our options, decided, tentatively, to leave Town dispatch for an alternate dispatch service, in (legitimate) fear of losing access to dispatch service.

Time is of the essence on this transition.

There is no doubt that this change will have growing pains, not unlike any service received from the Town in the case where new dispatchers were hired. All volunteer firemen present expressed this concern, and the concern that services will be considerably different, and potentially inferior. There is no question that the Town dispatchers had a tremendous familiarity with our region, which allowed them to act quicker and provide pinpoint accurate information. However, there is no reason to believe the Digby dispatch is ill equipped to deliver the service, albeit they do not yet possess the familiarity our folks did here at the Town.

Digby dispatch has a fire dispatch agreement that they will be asking us to sign. They do not hold seven contracts – they are asking the Municipality of Argyle to sign the contract, and that the customers are our seven fire departments. (the Lake Vaughn and Kemptville Fire Departments are handled by the Municipality of the District of Yarmouth's contract. An example of this agreement is attached; ours will be identical except for Argyle and the Argyle fire departments. The rates are included in the appendix of this agreement.

Council will be responsible for the payment of the dispatch fee on behalf of the 7 fire departments. Council shall then choose whether it will rebill the fire departments for their use of the dispatch services.

MGA considerations:

- 65 (e) providing an emergency response system;**
- (g) equipping and maintaining fire departments or emergency services providers;**

Fire services, and support for fire services, is an eligible expense under the MGA.

CAO's Analysis and Recommendation:

Administrative assessment whether Argyle should bill the units for dispatch fees or not:

Why it should:

- Paying for all fire departments without billing means Argyle pays for the service no matter how often the service is used and takes all the risk of cost increases.
- The larger departments get the most calls, and their operating budget should be able to absorb it.
- It is the traditional funding model – fire departments historically paid, and the contract having to be with Argyle is not a condition of the Municipality, rather with the service provider (Digby).
- The cost of dispatch is an operating cost of the unit, much like fuel or other maintenance, and should be sent to the departments.

Why it shouldn't:

- Dispatch services should not impact whether a fire department can buy bunker gear or pay for a repair. On a 'heavy use' year, it would make a dent in smaller unit budgets.
- There's already too much financial pressure on the smaller departments, this would be a way to relieve all departments of the cost, which was \$1,200 per year.
- Most calls also include mutual aid, but the first fire department called would be 'credited' with the call if we billed it to them.
- Dispatch services, while operating in nature, are similar to training and insurance costs – that is, the service
- The cost of dispatch is NOT included in any special fire rate. That is, the general rate pays for it either way. This service can be paid for by MODA and operating grants can be adjusted if need be.
- Absorbing the cost is consistent with this Council's history of decision making for fire service – that is; respecting the service, understanding that our funding needs to increase, respecting that volunteers are delivering that service, and making sure, within our budget constraints, that they can deliver that service safely.

It is my recommendation that the Municipality absorb the cost of dispatch and NOT bill the units for any fees related to this service. A contract should be signed between the fire departments and the municipality indicating that it is our cost, and that we will manage the dispatch service on their behalf. (a draft copy is attached for your review)

Assessment of Dispatch service agreement (attached)

In short, outside of the volunteer fire chiefs having an issue with the operational aspects of the service, I would not have any considerable concerns about the agreement. The agreement is identical to the one MODY will be signing. The fees are consistent with our understanding of the market prices indicated earlier in the year.

It is my recommendation that the Municipality enter into a service agreement with the Digby Dispatch Service.

Suggested motion:

Move that Council direct the CAO to execute the service agreement on behalf of Council to receive fire dispatch service from the Municipality of Digby, operating as Digby Dispatch, effective January 10th 2019 or earlier.

Move that the cost of this service be absorbed entirely by the Municipal operating budget, eliminating this expense for the individual volunteer fire departments, and that the Municipality enter into an agreement with the seven volunteer fire departments confirming that the Municipality shall manage the dispatch service agreement on behalf of all departments.

THIS AGREEMENT made this _____ day of JANUARY 2019.

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF ARGYLE

(hereinafter referred to as “MODA”)
Of the First Part

- and -

AMIRAULT’S HILL/HUBBARD’S POINT VOLUNTEER FIRE DEPARTMENT, EAST PUBNICO AND DISTRICT VOLUNTEER FIRE DEPARTMENT, EEL BROOK AND DISTRICT VOLUNTEER FIRE DEPARTMENT, ISLANDS AND DISTRICT VOLUNTEER FIRE DEPARTMENT, QUINAN AND DISTRICT VOLUNTEER FIRE DEPARTMENT, WEDGEPORT AND DIRSTRICK VOLUNTEER FIRE DEPARTMENT AND WEST PUBNICO FIRE DEPARTMENT.

(hereinafter referred to as “VFD’S”)
Of the Other Part

WHEREAS MODA has entered into a contract with the Municipality of the District of Digby (hereinafter referred to as “Digby Dispatch”) to provide dispatch services for the VFD’S;

AND WHEREAS MODA and VFD’S wish to enter into an Agreement which sets out the obligations of the VFD’s as it relates to the dispatch services provided by Digby Dispatch;

AND WHEREAS this Agreement shall terminate upon the termination of the contract between MODA and Digby Dispatch as noted in Schedule A;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1. MODA will contract with Digby Dispatch to provide dispatch services for the VFD’S and shall pay all costs associated with those services.
2. That attached hereto as Schedule A is a copy of the contract between MODA and Digby Dispatch, which the VFD’S agree to comply with.
3. That no change or modification of this Agreement shall be valid unless it be in writing and signed by each party.
4. This Agreement is to be read will all changes in gender and number required by the context.
5. This Agreement shall be governed by and construed in accordance with the laws for the Province of Nova Scotia.
6. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties.

IN WITNESS WHEREOF the parties hereto have signed their name and affixed their seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of:

MUNICIPALITY OF THE
DISTRICT OF ARGYLE

Witness) Per: _____

Per: _____

AMIRAULT'S HILL/HUBBARD'S POINT
VOLUNTEER FIRE DEPARTMENT

Witness Per: _____

Per: _____

EAST PUBNICO AND DISTRICT
VOLUNTEER FIRE DEPARTMENT

Witness Per: _____

Per: _____

EEL BROOK AND DISTRICT
VOLUNTEER FIRE DEPARTMENT

Witness Per: _____

Per: _____

SIGNED, SEALED AND DELIVERED
In the presence of:

ISLANDS AND DISTRICT
VOLUNTEER FIRE DEPARTMENT

Witness

Per: _____

Per: _____

QUINAN AND DISTRICT
VOLUNTEER FIRE DEPARTMENT

Witness

Per: _____

Per: _____

WEDGEPORT AND DISTRICT
VOLUNTEER FIRE DEPARTMENT

Witness

Per: _____

Per: _____

WEST PUBNICO
FIRE DEPARTMENT

Witness

Per: _____

Per: _____

DATED: JANUARY ___, 2019

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF ARGYLE

“MODA”

- and -

AMIRAULT’S HILL/HUBBARD’S POINT VOLUNTEER FIRE DEPARTMENT

EAST PUBNICO AND DISTRICT 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 FIRE DEPARTMENT

“VDF’S”

A G R E E M E N T

RAYMOND B. JACQUARD
NICKERSON JACQUARD RUSSELL
77 WATER STREET
YARMOUTH, NOVA SCOTIA
B5A 1L4

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 YARMOUTH 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 service(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 09:00 to 17:00 from Monday to Friday inclusive, with the exception of statutory holidays. The normal business day of the service purchaser shall be from 09:00 to 17:00 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 service, and the cost (initial capital and recurring) implications to the party of the second part. No Change 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 provider agencies operated by or on behalf of the service purchaser. Specifically with respect to this Agreement the agencies of the service purchaser are: PORT MAITLAND VOLUNTEER FIRE DEPARTMENT, LAKES AND DISTRICT VOLUNTEER FIRE DEPARTMENT, LAKE

VAUGHAN VOLUNTEER FIRE DEPARTMENT, VALLEY AND DISTRICT VOLUNTEER FIRE DEPARTMENT, CARLETON VOLUNTEER FIRE DEPARTMENT AND KEMPTVILLE 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 in the course of providing the service.

Service Response: means the documented response capability of the client agencies served 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. E-mail 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 frequency's.

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 Marshal/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 30mins. 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 within six (6) minutes of the initial broadcast, the service provider shall rebroadcast the entire notification as if it were the initial broadcast.
- c. If the client agency has not acknowledged receipt of notification of a request to respond after an additional three (3) minutes (nine 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.
- d. After the alternate client agency has been notified, the service provider shall attempt one additional notification of the initial client agency.
- e. 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 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.

14. 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 Rate	Monthly Rate	Notes
10 to 25	\$2000	\$166.67	10 and below would be negotiable
25 to 60	\$3000	\$250	
60 to 100	\$4000	\$333.33	
100 to 150	\$5000	\$416.67	
150 to 200	\$6000	\$500	
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 provider answers 25 calls for service for a particular client agency in a month and is in breach of contract for two of those calls for service, the ratio of withholding shall be $2/25$ x the 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 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 00:00 hrs on

_____ and will expire at 23:59 on _____
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 months.

This Service Level Agreement is Hereby Executed

Between _____)
)
For the Service Provider on ____ day of _____ 2018)
)
)
)
_____) _____
)

And _____)
)
For the Service Purchaser on ____ day of _____ 2018)
)
)
)
_____) _____