

To:	Warden Hicks and Members of Grey County Council
Committee Date:	October 10, 2019
Subject / Report No:	TR-CW-24-19
Title:	Dispatch Service Agreement
Prepared by:	Pat Hoy, Director of Transportation Services
Reviewed by:	Kim Wingrove, CAO
Lower Tier(s) Affected:	
Status:	Recommendation adopted by Committee as presented per Resolution CW 194-19; Endorsed by Council October 24, 2019 per Resolution CC83-19;

Recommendation

1. That Report TR-CW-24-19 Dispatch Service Agreement be received; and
2. That the Owen Sound Police Services be contracted as a single source procurement to provide dispatch services for a period of five years, with the option to renew for up to two successive periods of one year; and
3. That the Warden and Clerk be authorized to execute the agreement with the Owen Sound Police Services Board to provide dispatch services.

Executive Summary

Grey County Transportation Services requires an after-hours answering service to receive calls from the public and police services regarding emergencies, incidents and maintenance issues. This information is provided to an on-call staff person who is responsible to dispatch appropriate staff and equipment as required in a timely manner. After-hours answering and dispatch services is a vital link in emergency response.

Background and Discussion

Dispatch service providers are generally focused on private sector industries, such as the taxi, trucking, towing and delivery industries. Transportation Services has tendered this work in the past and in May 2015, the local service provider ended the contract due to the sale of the business. The purchasing company located in Bradford, Ontario was not able to provide radio dispatch service. A five-month trial period produced unfavourable results including concerns regarding the level of service during the winter maintenance season. Staff searched for alternative service providers that were in the area and could use Grey County's radio transmission network. Owen Sound Police Services was the only organization that could meet the needs of Transportation Services. In November 2015, Council passed resolution CC148-15

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that confirmed dispatch services be single sourced as per 4.3 F of the Purchasing Policy, to Owen Sound Police Services (OSPS).

OSPS dispatch have been providing accurate and proper communications with Transportation Services for the past three years. Snowplow operator dispatch is also included in the agreement. OSPS dispatch currently operate an answering service for nine fire services and three police services within Grey County. The Dispatchers' knowledge of Grey County road information is a valuable resource when communicating with various stakeholders. OSPS staff are responsible to update road related information, such as significant weather events, road closures and road conditions. The OSPS dispatch continues to be the only local service provider available to meet the requirements of Transportation Services and is currently responsible for dispatching ten police services and twenty-two fire departments.

The term of this agreement is for five years, with the option to renew for up to two successive periods of one year.

The Owen Sound Police Services and the Owen Sound Police Services Board are in agreement with the terms of the new agreement as written.

Legal and Legislated Requirements

Staff recommend single sourcing the dispatch services required for Transportation Services. Single sourcing is a method of procurement whereby there is more than one vendor potentially able to supply a good or service and a contract awarded without a competitive bidding process. Grey County's procurement policy permits single sourcing in cases where there is an absence of competition and the goods and/or services can only be supplied by a particular supplier and/or when competitive procurement may be found to be impractical.

Financial and Resource Implications

Dispatch services is funded from Transportation Services Supervision and Overhead. The monthly cost of \$4,098.89 will increase annually at a rate of 2%.

Relevant Consultation

Internal

Finance Department

External

Owen Sound Police Service

Owen Sound Police Services Board

Appendices and Attachments

[TR-TAPS-81-15 Answering Service Single Source](#)

Dispatch Services Agreement

DISPATCH SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019, in triplicate between:

THE CORPORATION OF THE COUNTY OF GREY

A municipality within the meaning of the *Municipal Act, 2001*
(Hereinafter referred to as “the County”),

- and -

OWEN SOUND POLICE SERVICES BOARD

A municipal police services board governed by the *Municipal Act, 2001* and
the *Police Services Act*
(Hereinafter referred to as the “Board”),

(collectively, referred to herein as “the Parties”);

WHEREAS the County is responsible for providing after-hours dispatch and answering services for its Transportation Services Department;

AND WHEREAS the Board currently is contracted by the County to provide those dispatch and answering services for the County;

AND WHEREAS the County wishes to enter into a new agreement for the purpose of allowing the Board to continue to provide those dispatch and answering services for the County;

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1.0 Definitions

In this Agreement:

- 1.1 “Agreement” means this agreement and its appendices;
- 1.2 “Call Centre” means the location provided by the Board from which the Services under this Agreement are provided to the County;
- 1.3 “Call Centre Staff” means the Board’s staff working within the Call Centre to provide the Services under this Agreement.
- 1.4 “Department” means the Grey County Transportation Services Department, responsible for maintenance and repair of all County roads;
- 1.5 “Emergency Calls” means all calls to the Department that require an immediate response, e.g. emergency road repairs, stop signs down or missing, staff call-out for snow events, fuel tank alarms, etc.;
- 1.6 “Non-emergency Calls” means all calls to the Department which are not of an urgent nature, e.g. requests for information, notification of deficiencies or other non-emergency issues;
- 1.7 “Schedule A” means the written instructional guidelines provided by the County to the Board to assist with many of the tasks that are involved with providing the Services;
- 1.8 The “Services” means the services provided by the Board to the County, including the after-hours answering service which involves receiving all incoming calls outside of regular office hours for the Department, forwarding messages to Department personnel as appropriate, dispatching Department personnel, and other tasks assigned to the Board under Section 3 of this Agreement.

2.0 Term and Termination

- 2.1 This Agreement shall be effective as of April 30, 2019 and expire on April 30, 2024 (the "Term").
- 2.2 The County may elect to renew this Agreement for up to two (2) successive periods of one (1) year each, unless one of the Parties gives written notice of its wish to negotiate a new agreement to the other, at least ninety (90) days prior to the end of the Term or any renewal period thereof.
- 2.3 If notice as provided for in 2.2 is given by either the County or the Board, the parties agree to negotiate the terms of such Agreement in good faith.
- 2.4 In the event the Parties are negotiating a new agreement and such negotiations extend beyond a termination date, the terms of this Agreement shall continue to bind the Parties until such new agreement is reached, and this Agreement is replaced or amended, or until one of the Parties terminates the negotiations.
- 2.5 If either of the Parties does not wish to renew this Agreement nor to negotiate a replacement Agreement, it must indicate its wishes by giving not less than sixty (60) days' advance written notice to the other party prior to the end of the Term.
- 2.6 In the event of a breach by the Board of any of the terms of this Agreement, the County may terminate this Agreement by providing sixty (60) days' written notice to the Board of its intent to terminate.

3.0 Responsibilities of the Board

The Board shall:

- 3.1 Answer all calls for the Department outside of business hours, including from 4:30 p.m. to 8:30 a.m., Monday through Friday, and 24-hour service on Saturdays, Sundays and all statutory holidays. Department phones will be forwarded/transferred directly to the Call Centre during these times. The County reserves the right to adjust its hours of operation with the appropriate notification provided to the Board.
 - a) Answer all calls for the Department in the event of a County telecommunications equipment failure or in the event that the County office is closed due to inclement weather or other conditions out of its control during regular office hours.
- 3.2 Dispatch on-call Department personnel to all Emergency Calls in a timely manner and provide those dispatched personnel with sufficient information to assist them in their response to such calls.
- 3.3 Have established, written back-up procedures to provide replacement service in the event that its primary Call Centre is unavailable for any reason. Provide such written procedures to the County upon execution of this Agreement.
- 3.4 Provide notice immediately to the County of any and all incidents which may or will adversely affect the operation of the Call Centre, or have already done so.
- 3.5 Within five (5) minutes of receiving an Emergency Call, notify the appropriate Department personnel, according to established procedures for such calls, by cell phone, home phone number, or the County's two-way radio system.
- 3.6 Promptly after receiving any call (Emergency or Non-emergency), ensure that the Department personnel it contacts is provided with the caller's name, address, phone number, and the nature and location of the emergency or problem. In addition, the Department personnel contacted may require that the Call Centre Staff provide a return call to the caller.
- 3.7 Upon receiving notification of road closures or re-openings due to winter conditions, remotely activate or de-activate applicable automated winter road closure signs [there are six (6) owned by the County] accordingly on the affected roads.
- 3.8 During the months of winter weather conditions, periods of time when the Department conducts winter maintenance activities, update road conditions, road

closure and re-opening information, and significant weather event details as they are made available, using:

- a) The current electronic application which feeds the County's website (e.g. Municipal 511),
- b) The County's road conditions phone line [e.g. 1-866-266- PLOW (7569)].
- c) Email, to notify Grey County Communications Staff at communications@grey.ca to enable the information to be disseminated through the County's social media accounts.

- 3.9 In the case of an emergency road closure due to a motor vehicle accident or other significant incident which impacts a County roadway, update road conditions, closures and re-opening information, etc. as the information is made available following steps a) and c) as noted in Section 3.8 above.
- 3.10 In the case of (an) emergency road closure(s) in the event of a large scale disaster or municipal emergency, update road conditions, closures and re-opening information, etc. as the information is made available following all of the same steps as noted in Section 3.9 above. When internet and phone services (including mobile phones) are not available, contact County personnel in each of the four (4) patrols via the County's two-way radio system for weather/road conditions reports. Such reports shall be obtained and/or updated three (3) times between 4:30 p.m. to 8:30 a.m. on weekdays and five times on weekend/statutory holiday days and/or when conditions change. Call Centre Staff will record this information for the purposes of record keeping when there is no way to share it, i.e. internet and road condition phone services are unavailable. Once at least one of these services is restored, Call Centre Staff will follow section 3.9 to provide the most current information available.
- 3.11 Provide the County with a daily log of all calls, including Emergency and Non-emergency Calls. Such log shall be clear, concise and detailed. The format of the log shall be subject to the County's approval, and shall include the following details for each call taken:
 - a) Date and time call was received,
 - b) Caller's phone number, name, and address with postal code;
 - c) Nature of problem or complaint (include address or location of problem, if different from caller's address);
 - d) Name of Department personnel to which call was referred, and time contact was made with that personnel;
 - e) The length of time it took for the Department personnel to respond to the call from Call Centre Staff; and
 - f) Documentation of response of Department personnel responding to the complaint, if Call Centre Staff is provided with this information.

This daily log shall be forwarded via email to the County the following morning, no later than 7:30 a.m.

- 3.12 Retain the daily logs and related audio recordings for a period of time not less than 6 months.

- 3.13 Provide the County with specific audio recordings upon request as available during the 6 month retention period.
- 3.14 Provide the County with monthly call volumes with each monthly invoice.
- 3.15 Provide and maintain all required equipment to provide the Services, and possess the ability to interface with any and all equipment used by the County.
- 3.16 Provide and maintain the required personnel to provide the Services, staffing its Call Centre at a level appropriate to efficiently handle call lines in a manner suitable for emergency County road situations.
- 3.17 Immediately notify the County of any incident or situation which occurs or of which it becomes aware that may expose the Board or the County to liability and/or result in a claim against either the Board and/or the County, relating to any or all activities under this Agreement.
- 3.18 Provide any and all other information as required or requested by the County which may have relevance to this Agreement.
- 3.19 Allow the County to inspect any facility where the Services are being provided under this Agreement.

4.0 Responsibilities of the County

- 4.1 The County shall provide to the Board:
 - a) A complete list of Statutory Holidays, early closure days, etc. recognized by the County;
 - b) A complete contact list for Department personnel;
 - c) A set of written operating procedures to provide Call Centre Staff with some guidance in providing some of the Services. This document shall be attached hereto as Schedule A;
 - d) Its current Winter Control Handbook containing winter operating procedures; and
 - e) Any other available information requested by the Board to enable it to provide the Services under this Agreement.
- 4.2 The County shall maintain and update the above-noted information/documents and shall provide those updates to the Board on a timely basis to enable it to provide the Services in an efficient manner. The parties agree that changes and updates to such information and documents shall not constitute an amendment to this Agreement.

5.0 Financial Arrangements

- 5.1 The Board shall invoice the County on a monthly basis for provision of the Services under this Agreement for the amount of \$4,098.89 per month, plus applicable taxes up to and including December 31, 2024. This cost includes an unlimited number of transactions.
- 5.2 Effective on January 1, 2020, there will be a 2% increase annually to the cost charged before taxes by the Board to the County for the Services for the remainder of the Term. The monthly cost will be increased by 2% annually throughout the Term and any subsequent renewal periods pursuant to Section 2.2 of this Agreement.

6.0 Indemnification

- 6.1 Except as specified in Section 6.3, the County agrees to defend, indemnify and save and hold harmless the Board from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the duties of the County under this Agreement.
- 6.2 Except as specified in Section 6.3, the Board agrees to defend, indemnify and save and hold harmless the County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual breach or breach alleged by

any third party, default or neglect of duty in respect of the duties of the Board and/or the City under this Agreement.

- 6.3 Each party to this Agreement shall be responsible for any physical injuries, death, or damage to property arising as a result of its own negligence, and shall indemnify and save harmless the other from any and all actions, causes of action, suits, debts, claims, expenses and demands of any nature or kind whatsoever relating to said negligence and arising out of the performance of this Agreement.

7.0 Insurance

- 7.1 The Board shall, at its own expense, obtain and keep in force during the Term, liability insurance satisfactory to the County, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
- a) Municipal or Commercial General Liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000);
 - b) inclusion of the County as an Additional Insured with respect to the operations of the named insured under this Agreement;
 - c) Cross liability and severability of Interest clauses;
 - d) Policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
 - e) Products and Completed Operations coverage with an aggregate limit of not less than Ten Million Dollars (\$10,000,000);
 - f) A thirty (30) day written notice of cancellation, termination or material change to the County.
- 7.2 The Board shall provide the County with proof of insurance in the form of an insurance certificate, each year throughout the Term and any renewal period(s) thereof.

8.0 Health and Safety, WSIB

- 8.1 The Board is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. If requested, the Board shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.
- 8.2 The Board shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

9.0 Privacy and Confidentiality

- 9.1 All information is provided to the Board on a confidential basis and shall be used by the Board for the sole purpose of fulfilling its obligations under this Agreement.
- 9.2 The County and the Board agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- 9.3 The Board shall treat as confidential and will not, without the prior permission of the County, publish, release, disclose or permit to be published, released or disclosed, either before or after the expiration of this Agreement, private or confidential information supplied to, obtained by, or which comes to the knowledge of the Board as a result of this Agreement except insofar as publication, release or disclosure is necessary, in the reasonable opinion of the Board to enable the Board to fulfil its obligations under the Agreement, or as required or permitted by law.
- 9.4 The Parties acknowledge that any personal information that is provided for the purpose of creating records is given to the Board in confidence and is protected by applicable privacy legislation. The Parties undertake that personal information in records delivered to it by the Parties will be used for the limited purposes intended and allowable. The Parties further acknowledges that any personal information obtained from the Parties for such purposes will be protected under the terms of applicable privacy legislation.

10.0 Notice

- 10.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address(es) as may be designated by notice provided by any party to the other.

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

For Owen Sound Police Services Board:

Owen Sound Police Services Board Chair
Owen Sound Police Services Board
922 2nd Avenue West
Owen Sound, ON N4K 4M7
Email: kkrampien@owensoundpolice.com

- a) Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:
- i) Delivered personally on a business day, then on the day of delivery;
 - ii) Sent by prepaid registered post, then on the second day following the registration thereof;
 - iii) Sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
 - iv) Sent by facsimile or email, upon confirmation of successful transmission of the notice.

11.0 Waiver

- 11.1 The failure of either party to this Agreement to require the performance of any obligation hereunder or the waiver of any obligation in a specific instance shall not be interpreted as a general waiver of any of the obligations hereunder, all of which shall continue to remain in full force and effect.

12.0 Governing Law

- 12.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

13.0 Severability

- 13.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

14.0 Entire Agreement

- 14.1 This Agreement constitutes the entire agreement between the parties with respect to the Dispatch Services and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the Dispatch Services except as provided in this Agreement and its attached Appendices, if any.

15.0 Amendment of Agreement

- 15.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either party, their respective agents, servants or employees unless done in writing and signed by both Parties.

16.0 Successors and Assigns

- 16.1 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- 16.2 Neither of the Parties may assign all or any part of this Agreement without the written approval of the other Party.

17.0 No Partnership

- 17.1 Nothing in this Agreement gives rise to a partnership or joint venture between the County and the Board or to an employment relationship between the County and the employees of the Board in the provision of service under this Agreement.

18.0 Adherence to Laws

- 18.1 The Board agrees to abide by all applicable federal and provincial laws in carrying out the terms of this Agreement.

19.0 Dispute Resolution

- 19.1 If a conflict between the Parties arises regarding the interpretation of any part of this Agreement, each party will make every effort to negotiate a resolution to the dispute, in good faith.
- 19.2 The Parties agree that in the event that they are not able to reach a resolution of all the matters in dispute, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.
- 19.3 The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the Parties.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

THE CORPORATION OF THE COUNTY OF GREY

SELWYN HICKS, WARDEN

HEATHER MORRISON, CLERK

We have the authority to bind the Corporation of the County of Grey.

OWEN SOUND POLICE SERVICES BOARD

GARTH PIERCE, CHAIR BOARD MEMBER / PROVINCIAL APPOINTEE

I have the authority to bind the Owen Sound Police Services Board.

Schedule A