

## **Service Contract between NEST and Nolalu LSB**

### **1. Parties:**

This is a contract for the provision of fire service between the Nolalu Emergency Services Team, Charity BN Registration #89696-2735-RC (hereinafter NEST), and the Local Services Board of Nolalu (hereinafter Nolalu LSB).

### **2. Term of Contract & Service Area:**

The provision of service will begin on October 1, 2015 and run until September 30, 2016. Fire services will be provided on a 24-hour basis throughout the term of this contract.

The service area shall consist of all properties within the Nolalu LSB as defined by Section 39 of Ontario Regulation 737 made under the *Northern Services Boards Act* of Ontario.

### **3. General:**

- a. Time is of the essence in this contract.
- b. Payments made under this contract shall be used to cover the operating expenses of NEST as listed in Schedule 'A'. A monthly report form (Schedule 'B') will be used to ensure that the operating expenses of NEST are up to date.
- c. Nothing in this contract shall prevent NEST from entering into contracts with other bodies as long as service levels required by this contract are maintained.
- d. No liability shall attach or accrue to the Nolalu LSB by reason of injury or damage claims associated with any fire protection services provided by NEST under the terms of this contract.
- e. No liability shall attach or accrue to NEST by reason of injury or damage claims associated with any administration services provided by the Nolalu LSB under the terms of this contract.

### **4. What NEST shall provide:**

#### **4.1 Services**

NEST shall provide fire protection services in accordance with the Ontario Fire Marshall guidelines, including:

- a. Provide structural fire protection services (as defined in Schedule 'C') on a 24-hour basis with a trained fire team in compliance with the minimum standards set by the Office of the Fire Marshall of Ontario (OFM).
- b. Sign a fire service agreement with the OFM.
- c. Provide the minimum equipment and trained personnel required to maintain fire protection services, as defined in Schedule 'C'.

- d. Provide access to training for firefighters as approved by the OFM, including access to courses with a trainer/facilitator approved by the OFM as well as relevant training specifically requested by a firefighter.
- e. Maintain a command structure for the fire team, including a fire chief and deputy chief at all times.
- f. Maintain an emergency phone number (currently 473-5200) for residents to use to report an emergency.
- g. Participate in the mutual aid plan for the Zone One Fire District.

#### **4.2 Insurance and Financials**

- a. Provide proof of current liability insurance with a minimal coverage of \$2 million to cover the activities of the fire team.
- b. Submit on or before the 20<sup>th</sup> of each month, a completed copy of the monthly financial report (a blank copy is attached as Schedule 'B') to the LSB Secretary/Treasurer.
- c. Provide timely deposit or cashing of the payments received from the Nolalu LSB for installments paid and that the clearing of such payment from the Nolalu LSB's bank account shall serve as acknowledgment that payment was received.

#### **5. What the Nolalu LSB shall provide:**

- a. Payment for services provided shall be the Contract Fee as set out in Schedule D attached hereto and paid in installments.
- b. Each installment shall be 1/12 of the total Contract Fee and will be paid monthly as set out in the payment schedule set out in Schedule D.
- c. Payment shall be made no later than the regular Nolalu LSB monthly meeting except for the month of March where it will be made March 31<sup>st</sup> to coincide with receipt of the LSB Levy from the Ministry of Finance.
- d. If the LSB receives any pre-2009 tax levy arrears, a decision to pay any and all arrears tax levy amounts received by the LSB shall be considered and if so determined, 68% of the total determined tax arrears shall be paid to NEST no later than the next regular Nolalu LSB meeting following the LSB's receipt of the arrears tax levy funds.
- e. The services of the Nolalu LSB Secretary/Treasurer for year-end bookkeeping.
- f. The Nolalu LSB shall assist NEST in any way possible to secure government funding for emergency services.

#### **6. Assessment of Contract Performance and Payment:**

- a. Half way through the term of this contract, the Nolalu LSB and NEST will conduct a mutual review of the performance of both parties under this agreement. Upon agreement of both parties, amendments may be made to this contract at that time.
- b. If discrepancies are noted by either party in the monthly financial reports or the semi-annual performance review, the following procedure will apply:

1. Monthly financial discrepancies will be noted in writing and entered into the Nolalu LSB minutes.
2. Discrepancies will be discussed between the Nolalu LSB and NEST to find a solution satisfactory to both parties.
3. If a solution cannot be found or implemented, monthly payments may be adjusted or suspended by the Nolalu LSB. Other options, including the appointment of a third party arbitrator, appropriate to the situation may also be considered.

7. **Termination:**

This contract may be terminated by either party upon 90 days written notice to the following addresses:

Local Services Board of Nolalu  
R.R. #1  
Kakabeka Falls ON P0T 1W0  
Attn: Sharon Low, Chair

Nolalu Emergency Services Team  
R.R. #2  
Nolalu ON P0T 2K0  
Attn: President

8. **Signatures:**

In witness that both parties agree to the above terms and conditions, this contract is signed on the 24<sup>th</sup> day of November 2015.

For the Local Services Board of Nolalu,

\_\_\_\_\_  
Sharon Low, Chair

\_\_\_\_\_  
Karen Caren, Secretary/Treasurer

For the Nolalu Emergency Services Team,

\_\_\_\_\_  
John O'Malley, President

\_\_\_\_\_  
Teresa Patcheson, Treasurer

## **SCHEDULE 'A' TO NEST CONTRACT**

### **Definitions:**

"Repair" means replacement of parts or other restoration of units, plants, buildings, etc., designed to RESTORE normal working efficiency or to EXTEND the useful life of the asset, but NOT including the replacement of the whole asset.

"Maintenance" means the cost of keeping a property or asset in efficient working condition but not enhancing the "utility" of the asset.

### **Operating Expenses:**

- utilities
  - heat, lights, water and sewer
- telephone and communications
  - operation of call system
  - lease of pagers
- insurance
  - for NEST owned vehicles
  - for fire-halls
  - liability insurance
- office supplies
  - consumable within the year
- training and fire fighting supplies consumable within the year
  - video tapes, mutual aid dues, membership fees, subscriptions
- repairs & maintenance of vehicles
  - gasoline, oil, license fees, repairs for NEST owned fire vehicles
- repairs & maintenance of equipment
  - for all other NEST owned fire equipment
- repairs & maintenance of property
  - snow removal for fire halls
  - repairs and maintenance of fire halls
- contracted services
- other items subject to LSB approval

**SCHEDULE 'B' TO NEST CONTRACT**

**NEST MONTHLY OPERATING EXPENSES**

Month of:

<b>EXPENSES</b>	<b>AMOUNT</b>
<i>UTILITIES:</i>	
Heat	
Hydro	
Water	
Telephone	
Other Communications	
<b>OFFICE &amp; BANK EXPENSES</b>	
<b>INSURANCE</b>	
<b>SUPPLIES - TRAINING AND FIREFIGHTING</b>	
<b>VEHICLES - REPAIR AND MAINTENANCE</b>	
<b>VEHICLES – FUEL</b>	
<b>EQUIPMENT - REPAIRS AND MAINTENANCE</b>	
<b>PROPERTY - REPAIRS AND MAINTENANCE</b>	
<b>OTHER (SPECIFY)</b>	
<b>TOTAL EXPENSES</b>	

**NOTES:**

## SCHEDULE 'C' TO NEST CONTRACT

1. Fire protection services shall be in accordance to Ontario Fire Marshall rules and regulations and include:
  - a. structural fire suppression;
  - b. hazardous material initial incident response;
  - c. vehicle extrication services; and
  - d. fire prevention and public education programs.
  
2. Minimum fire apparatus to be maintained by NEST at all times shall include:
  - a. two fire halls open year-round;
  - b. one pumper in each hall at all times along with the appropriate fire equipment as determined by the Ontario Fire Marshall; and
  - c. at least one water tanker capable of hauling a minimum of 5,600 litres of water.
  
3. Personnel requirements:
  - a. at least ten trained firefighters on the team roster and available for fire-fighting;
  - b. minimum training requirements for a firefighter include completion of the 90-day probation period and successful completion of at least the first five modules of the Ontario Firefighter Curriculum;
  - c. firefighters must also meet the requirements of and be acceptable to the Office of the Fire Marshall of Ontario;
  - d. records of training shall be maintained to determine that minimum requirements are being met; and
  - e. sufficient personnel trained in self-contained breathing apparatus (SCBA) to conduct interior firefighting and rescue operations at all times.

**SCHEDULE 'D' to NEST CONTRACT**  
**Schedule of Payments**

Contract Fee: **\$47,121**

<b>Month</b>	<b>Payment Due</b>	<b>Amount</b>
Oct-15	24-Nov-15	3,926.75
Nov-15	22-Dec-15	3,926.75
Dec-15	26-Jan-16	3,926.75
Jan-16	23-Feb-16	3,926.75
Feb-16	22-Mar-16	3,926.75
Mar-16	26-Apr-16	3,926.75
Apr-16	24-May-16	3,926.75
May-16	28-Jun-16	3,926.75
Jun-16	26-Jul-16	3,926.75
Jul-16	23-Aug-16	3,926.75
Aug-16	27-Sep-16	3,926.75
Sep-16	25-Oct-16	3,926.75
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