

THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS

BY-LAW NO. 2012-23

A BY-LAW to enter into an Agreement with the City of Brockville for Communications, Fire Dispatch and Paging Services.

WHEREAS the *Municipal Act, 2001*, S.O. 2001, Chapter 25, Section 5 (3) as amended, provides that the powers of the municipality shall be exercised by by-law;

AND WHEREAS the Township of South Dundas desires to execute an Agreement with the City of Brockville for the provision of communications, fire dispatch and paging services;

NOW THEREFORE the Council of the Corporation of the Township of South Dundas enacts as follows:

1. That an Agreement be executed with the City of Brockville to provide communications, fire dispatch and paging services in accordance with Schedule "A" attached to this by-law.
2. That the Mayor and Clerk are hereby authorized to execute all documents as may be required to effectively carry out this Agreement.
3. That By-Law No. 2012-15 is hereby repealed in its entirety.

READ and passed in open Council, signed and sealed this 21st day of February, 2012.

MAYOR

CLERK

COMMUNICATIONS AND DISPATCH SERVICE AGREEMENT

This agreement made this 7th day of February, 2012, between:

**The Corporation of the Township of South Dundas;
The Corporation of the Township of South Stormont;
The Corporation of the Township of South Glengarry**

(Hereinafter referred to collectively as the "Municipalities"
and individually referred to as "Municipality")

- and -

The Corporation of the City of Brockville

(Hereinafter referred to as the "City")

For the purpose of authorizing the City of Brockville Fire Department to provide communications, fire dispatch and paging services to the organized fire departments within South Dundas, South Stormont and South Glengarry Townships.

1. Brockville Fire Department will provide service as follows:
 - (a) In accordance with the Establishing and Regulating By-Law of all Municipalities Fire Personnel, answer all emergency calls relative to the organized Municipal Fire Departments covered by this Agreement.
 - (b) Provide systems maintenance of the Crisys Intelli Map and Xpert loader software. Dispatchers will use the Crisys Intelli Map System to reference civic address data to establish location of the emergency.
 - (c) Notify by pager, two-way radio or any other means all Fire Personnel in the area where the emergency occurs.
 - (d) Retain records of all emergency calls which will include but not be limited to time of alarm, location of alarm, address, time of fire department response, time fire department secured from emergency, name of persons reporting alarm, recording the alarm, all benchmarks and any other records that may be required by the Ontario Fire Marshal.
 - (e) Produce any records or digital recordings of radio transmissions required by law when any of the Municipalities departments are operating on the common fire service frequency for the Counties of Stormont, Dundas and Glengarry.
 - (f) Conduct necessary and on-going, as a minimum, weekly tests for radios and pagers to ensure that the system is reliable and operational pursuant to the schedules, as developed and as may be adjusted from time-to-time, by the Municipalities Fire Chiefs.
 - (g) Shall meet the requirement of answering 95% of alarms within 20 seconds, 99% of the alarms shall be answered within 40 seconds and 95% of the emergency dispatching shall be completed within 60 seconds.

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- (h) The City, through its system provides and is responsible for the necessary backup/redundancy for the Fiber Optic Link between Brockville Dispatch and the Adolphus Tower. Please refer to schematic attached to this Agreement as Schedule B.
 - (i) The City will execute a Single Voice Channel Support Agreement with Glentel in support of the Brockville Communications and Fire Dispatch and the Adolphus tower site communication system.
2. The Municipalities agree to provide, facilitate and maintain the following provisions:
- (a) A radio communication tower system that provides voice page capability at all times to the Municipalities, and to ensure that the system remains functionally compatible with the Brockville Communications and Fire Dispatch communications centre.
 - (b) To develop an emergency repair policy and procedure that is consistent with the policy and procedure for repairs currently in place for the Central Radio System located at the Brockville Fire Department; the City will provide a copy of this document.
 - (c) To assume all financial liabilities for the establishment and maintenance of the fire emergency radio tower communications system.
 - (d) Maintain and update civic addresses, street and supporting data files. Updated data files to be provided to the City for uploading to the Crisis Intelli Map system.
 - (e) To pay the City, payments on the 1st of each month, one twelfth (1/12) of the costs set out in Section 3 of this Agreement and as further defined in Schedule A, attached hereto. The annual costs will be reconciled the following year.
 - (f) Maintain a maintenance contract with a communication provider for the radio communication system up to the Adolphus Tower Demarcation point.
 - (g) For purposes of maintaining the Single Voice Channel Support Agreement as outlined above in Section 1(i) the Municipalities ensure that:

Glentel, its authorized servants and agents have full, free and safe access to the equipment at the sites at all reasonable times and are provided with all information, facilities, services and accessories reasonably required by them for the purpose of inspection of the equipment and for the purpose of ensuring compliance with Glentel's obligations under this Agreement.
 - (h) Where access is necessary but unavailable for reasons beyond the control of Glentel, Glentel's obligations under this Agreement in respect of the affected sites, which cannot be performed without access, shall be suspended until access is available.

- (i) The Municipalities shall provide on request, a suitably qualified or informed representative, agent or employee to accompany Glentel's maintenance personnel and to advise Glentel on access or on any other matter within the Municipalities knowledge or control which will assist Glentel in complying with its obligations under this Agreement.
- (j) The Municipalities shall provide secure and adequate facilities adjacent to or in reasonable proximity to the Aldophus Tower equipment for the storage of Glentel's tools and other items necessary for the proper maintenance of the equipment and the Municipalities shall permit Glentel to have access to such storage facilities at all reasonable times.
- (k) The Municipalities agree that they are responsible for primary power source, PABX and PSTN connections or lines, computers, hub, cabling, and further installation of the equipment at the site(s) to which the Aldophus Tower equipment is to be used.
- (l) The Municipalities shall document and promptly report all errors or malfunctions of the link to the City.
- (m) The Municipalities shall be responsible to undertake front line maintenance activities and shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Glentel.
- (n) The Municipalities shall properly train its personnel in the use and application of the equipment.
- (o) Immediately after making a request for support to the City, the Municipalities shall, where possible, provide a document as an example of defect or error that prevents substantial conformity of the products with the Operating Specification.
- (p) The Municipalities shall only permit maintenance, repairs or adjustments to Aldophus Tower equipment by a third party with the prior written consent of Glentel.
- (q) In the event the Municipalities effect repairs, additions or alterations to the Aldophus Tower equipment, the Municipalities warrant and agree, in the interests of quality control, to use only Glentel approved parts and procedures directed by Glentel for the operation of the Aldophus Tower equipment.

3. All financial liabilities associated with the purchase, installation, operation and maintenance of the Intelli-Mapping Information System will be shared between the parties named herein, the United Counties of Leeds and Grenville, the Corporation of the Town of Prescott, the Municipalities and any other municipality and/or county that may utilize these services in the future. The cost calculations are shown on Schedule A to this Agreement, and are as follows:

Function	Annual Cost
Central Dispatch	based upon usage
Annual Crisis Maintenance	based upon per capita
Systems Administration	based upon per capita

4. As agreed and through the authorization of the City, costs associated with the purchase of system upgrades and other capital requirements shall be shared by all parties named herein and as shown on Schedule A, and as may be amended from time-to-time. Participation will be based upon a per capita basis.

The City will not incur any additional capital costs beyond those costs previously approved for a new radio console, and to move the current location of the communications and fire dispatch without first obtaining the Municipalities written consent. This consent must be received within sixty (60) days of the City's request. Should the Municipalities not give their written consent to the City within the prescribed timeframe, the City shall have the right to terminate this Agreement upon giving the Municipalities one hundred twenty (120) days notice in advance.

5. **Definition of Terms**

- a) **Central Fire Dispatch** - a large master radio system manufactured to fire service specifications established by the Fire Chiefs of Leeds and Grenville in accordance with guidelines from the Office of the Fire Marshal to serve all parties named herein and as shown on Schedule A, and located within the emergency fire service planning area.

All costs associated with communications and fire dispatch will be projected by the City of Brockville Fire Department on an annual basis and communicated to all parties named herein and as shown on Schedule A pursuant to the Fire Department's annual budget approval.

- b) **Annual Crisis Maintenance** - for the purpose of this Agreement, any license and maintenance fees that are levied by Crisis Limited for use of the system, is included in the annual costs.

- c) **Systems Administration Fees** - for the purpose of this Agreement are those costs incurred by the Fire Department for the services provided by the City's Computer Services Department to input and maintain related emergency service data required to operate the Intelli Mapping System for all parties named herein and as shown on Schedule A.
- d) **Population** - for all parties named herein and as shown on Schedule A, are as provided in the current issue of Ontario Municipal Directory.

Initial populations taken from the 2011 Ontario Municipal Directory are as follows:

Location	Population
United Counties of Leeds and Grenville	64,008
Town of Prescott	4,180
City of Brockville	19,378
South Glengarry	12,880
South Stormont	12,520
South Dundas	10,535

- e) **Summary of Cost and Distribution Schedule** - this schedule applies to all of the parties named herein and as shown on Schedule A commencing January 1, 2012 until December 31, 2012 inclusive.

An annual adjustment from budget to actual costs for services rendered will be reflected in the annual requisition.

- 6. The City and/or Municipalities whose negligent act or omission causing loss, shall indemnify and save harmless to the other Corporations, their officers, employees and persons for whom they are legally responsible from and against all loss, actions, suits, claims, liability, and demands including reasonable legal expenses occasioned wholly or in part by such negligence, act or omission whether wilful or otherwise, sustained or incurred that may arise out of the services set out in this Agreement. The City and Municipalities are each respectively required to have insurance coverage for CGL / Municipal Liability of no less than \$10 million.
- 7. The City and Municipalities mutually agree to annually review the contract terms relating to the scope of services within the Agreement and to resolve any differences that may arise in the joint operation of the system as described within this Agreement as it relates to systems maintenance and changes to equipment, etc.

8. This Agreement shall start on January 1, 2012 and shall continue in effect for a term of five (5) years, until December 31, 2016. In the event that this agreement is not terminated it shall automatically renew on a month-to-month basis until terminated or extended by the parties for a fixed term in writing.
9. This Agreement may not be terminated prior to the end of the term set out in Section 8 hereto unless such termination is agreed to in writing by both parties.

The Municipality may terminate this Agreement at any time prior to the end of the term set out in Section 8 if:

- a) The City has failed fulfill its obligations under this Agreement;
or
- b) The City is not carrying out its duties or obligations pursuant to this Agreement; and the City fails to remedy the problem in a manner satisfactory to the Municipalities, acting reasonably, within 120 days of being notified by the Municipalities in writing of any such problem.

IN WITNESS WHEREOF on behalf of the City and the Municipalities have hereunder set their hands;

SIGNED, SEALED AND DELIVERED this 7th day of February, 2012.

THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS

Steven Byvelde, Mayor

Brenda Brunt, Clerk

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

Bryan McGillis, Mayor

Betty de Haan, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

Ian McLeod, Mayor

Marilyn Lebrun, Clerk

THE CORPORATION OF THE CITY OF BROCKVILLE

David L. Henderson, Mayor

Sandra Seale, Clerk