THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 96-2012

Being a By-Law to Authorize the Mayor and Clerk to Sign a Fire Dispatch Agreement with Spectrum Communications Ltd.

WHEREAS Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 5, Subsection 3 of the Municipal Act, 2001 c.25 provides that municipal powers shall be exercised by by-law;

AND WHEREAS the Corporation of the Town of South Bruce Peninsula deems it desirable to enter into an Agreement with Spectrum Communications Ltd for the provision of fire dispatch services;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA ENACTS AS FOLLOWS:

1) THAT the Mayor and Clerk are hereby authorized to sign the Fire Dispatch agreement with the Spectrum Communications Ltd.

2) THAT the agreement as referred to herein shall be attached hereto and form part of this by-law.

READ a FIRST and SECOND time this 17th day of July, 2012.

MAYOR

CLERK

READ a THIRD time and FINALLY PASSED this 17th day of July, 2012.

MAYOR

CLERK
FIRE SERVICE DISPATCH AGREEMENT

THIS AGREEMENT made in triplicate this day of ,2012

BETWEEN:

SPECTRUM COMMUNICATIONS LTD
Hereinafter referred to as the "Spectrum"
-and-

THE TOWN OF SOUTH BRUCE PENINSULA
Hereinafter referred to as the "Town"

WHEREAS the Town of South Bruce Peninsula is a municipal corporation responsible for the provision of fire and emergency response service pursuant to the provision of the Fire Protection and Prevention Act, 1997, S.O. 1997. C 4;

AND WHEREAS Spectrum Communications Ltd presently operates a twenty-four hour, 365 day a year communications and dispatch centre for the purpose of providing communication services and solutions.

AND WHEREAS the Council of the Corporation of the Town of South Bruce Peninsula deems it desirable to enter into a Fire Dispatch Services Agreement with Spectrum Communications Ltd.;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1.0 Definitions

For the purpose of this Agreement:

“Contract Fee” means the annual fee to be paid by the Town to Spectrum as set out in Article 3.0

“Dispatch Services” means the receipt of, and relay by Spectrum of an emergency telephone call to the Town of South Bruce Peninsula Fire Department in accordance with the Dispatching Procedures for the Town.

“Fire Chief” shall mean the Fire Chief or designate for the Town of South Bruce Peninsula

“Fire Service” shall mean the Town of South Bruce Peninsula Fire Department, Stations 30 and 40.
“Spectrum” means Spectrum Communications Ltd.

“Town” means the Town of South Bruce Peninsula

2.0 Term of Agreement

This agreement shall be for a term of one year commencing on November 1, 2012 but shall continue for a period of three years unless terminated by either party by way of two hundred-forty days (240) written notice for the other party. It is agreed by the parties that they shall meet annually for the purposes of reviewing this agreement.

3.0 Contract Fee

The annual contract fee to be paid by the Town to Spectrum will be $11,700.00. This amount will be invoiced by Spectrum in twelve equal installments to the Town on a monthly basis and payable within 30 days of receipt of an invoice.

Spectrum shall provide the Town with a renewal rate for the upcoming calendar year by September 30th of each year at which time both parties will review the terms of the agreement and negotiate any revisions, additions or deletions in the terms of the agreement deemed appropriate by either party.

4.0 Spectrum Obligations

Spectrum shall:

1) Provide Dispatch Services to the Town on a year-round, 24 hours per day, 365 days a year basis during the term of this Agreement;
2) Ensure that all incoming calls are to be answered within one minute
3) Maintain telephone log records including the total number of emergency calls received in accordance with the Town of South Bruce Peninsula’s record retention by-laws, policies and procedures.
4) Select, train and maintain all required call answer/dispatch personnel.
5) Record all telephone calls, a copy of which will be made available to the Town upon written request of the Fire Chief.
6) Provide to the Town, after each call, a copy of the Communication Record attached as Appendix “A” which may be amended from time to time at the discretion of the Fire Chief and shall contain at minimum the following:
   • Date and time call originated
   • Callers name
   • Callers phone number
   • Location of call
   • Reason for call
   • Time of 1st Page
   • Time of 2nd Page
   • Time of confirmation from first responder
7) Page/dispatch the Fire Service in accordance with the departments operating guidelines to be provided to Spectrum by the Fire Chief and as amended from time to time.

8) Ensure that all equipment related to the system and presently owned by Spectrum and installed in its buildings or vehicles or carried by staff shall be properly maintained and kept in good working order at the expense of Spectrum.

9) Maintain safeguards with regards to power disruption by ensuring all equipment is connected to Uninterruptible Power Systems.

10) Notify the Fire Chief of any defect or condition that may cause a failure in the system.

5.0 Town of South Bruce Peninsula Obligations

The Town of South Bruce Peninsula shall:

a) Provide Spectrum with the names and telephone numbers of emergency staff of the Town of South Bruce Peninsula Fire Department whom Spectrum may contact, as necessary;

b) Provide a copy of all policies, procedures, operating guidelines and any other documents related to the dispatching of the Town of South Bruce Peninsula’s fire and emergency services.

c) Provide any and all updates of geographic data as changes occur, as soon as practicable following such changes, as a recognized priority of the Town of South Bruce Peninsula.

6.0 Insurance:

Spectrum will, during the term of this agreement, exercise due diligence in providing the agreed upon level of service and operation of the service.

Spectrum shall provide liability insurance minimally in the amount of two million dollars to insure the indemnity contained in this agreement and shall ensure that the Town of South Bruce Peninsula is stated in the contract of insurance as a co-insured, likewise the Town shall provide liability insurance minimally in the amount of two million dollars to insure the indemnity contained in this agreement and shall ensure that the Spectrum is stated in the contract of insurance as a co-insured.

The Town agrees no action or other proceeding for damages shall be instituted on behalf of the Town against Spectrum or a person acting under Spectrum’s authority, for any act done in good faith in the execution or intended execution of his or her power or duty or for any alleged neglect or default in the execution in good faith of his or her power or duty.

7.0 Confidentiality

Except as required by law, the parties shall keep confidential all tapes, records, data, logs, documents and any other material created or provided by one party to the other relating to the methods of, or practice in the operation of this emergency dispatch service.
8.0 Termination:

If either party to this agreement wishes to terminate the agreement they shall give a minimum of two hundred-forty days (240) notice prior to current year end in writing of their intention to do so. Termination shall become effective on the date specified in the notice and may only be extended on mutual consent of the parties and in monthly increments. Both parties to agreement are bound by the terms of this agreement until date of termination.

In the event of an early termination of this Agreement, the parties agree that the payments referenced in Section 3.0 shall be adjusted by either (a) the Town remitting payment to Spectrum, or (b) Spectrum refunding payment to the Town, as appropriate, such that the total amount paid by the Town for services in the year of termination is ratable in proportion to the amount of time the services were provided in accordance with this agreement during the year of termination.

In the event of termination of this agreement:

Spectrum shall retain all equipment purchased by Spectrum, and the Town shall have no claim or entitlement to reimbursement for any part thereof. Capital equipment paid for by the Town shall be the property of the Town.

Upon termination of this agreement Spectrum shall furnish the Town with copies of all records including voice records pertaining to the business of the Town and its Fire Service including but not limited to emergency response and training.

Both parties shall forthwith surrender to each other any and all materials in their possession or control and relating in any manner to the Agreement.

9.0 Unenforceability

If any term, obligation or condition of this Agreement or application thereof is declared invalid or unenforceable, that provision shall be severed and deemed deleted and the remainder of this Agreement shall not be affected.

10. Inurement

This agreement shall inure to the benefit of and be binding upon the parties, their heirs, executors, successors and assigns.

11. Notice

Any notice or other communication required or permitted to be given under this Agreement shall be provided in writing and shall be delivered personally or may be provided to the offices of the respective parties, at the addresses set out below, by other means providing receipt can be confirmed, including courier, registered mail, telecopier and electronic communication. The addresses and numbers of the parties are as follows:
<table>
<thead>
<tr>
<th>The Corporation of the Town of South Bruce Peninsula Fire Department</th>
<th>Spectrum Communications Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>315 George St</td>
<td>30 Ridgeway Circle</td>
</tr>
<tr>
<td>Wiarton, ON</td>
<td>Woodstock, ON</td>
</tr>
<tr>
<td>N0H 2T0</td>
<td>N4V 1C9</td>
</tr>
<tr>
<td>Attention: Fire Chief</td>
<td>Attention:</td>
</tr>
<tr>
<td>Phone: 519-534-1400</td>
<td>Phone 519-537-6201</td>
</tr>
<tr>
<td>Fax: 519-534-4976</td>
<td>Fax (519) 537-3826</td>
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IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf,

<table>
<thead>
<tr>
<th>WITNESS</th>
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<tbody>
<tr>
<td>Signature of Witness</td>
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<tr>
<td>Date</td>
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<tr>
<th>SPECTRUM</th>
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<tr>
<th>)THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA</th>
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<tbody>
<tr>
<td>)John Close (MAYOR)</td>
</tr>
<tr>
<td>)Angela Cathrae (CLERK)</td>
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</tbody>
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APPENDIX A

Town of South Bruce Peninsula
Communications
Record of Fire Calls

Report #: 2012- Fire Station: Sauble Wiarton
Date: Call Received By: Mutual Aid 911 Monitoring Agency/Other
Caller’s Name: Caller’s Phone Number:
Location of Call:
Reason for Call:

<table>
<thead>
<tr>
<th>Time call Received</th>
<th>Ended</th>
<th>Dispatch Initiated-1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of Confirmation</td>
<td>Time of Call Outs</td>
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Notification of Other Agencies:

<table>
<thead>
<tr>
<th>OPP</th>
<th>HH MM SS</th>
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<thead>
<tr>
<th>EMS</th>
<th>HH MM SS</th>
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Notes/Remarks:

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<tr>
<th>Final Clearance</th>
<th>HH MM SS</th>
<th>Faxed:</th>
<th>HH MM SS</th>
<th>Dispatcher:</th>
<th>Initials</th>
</tr>
</thead>
</table>

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