THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

BY-LAW 1999-21

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH THE POLICE SERVICES BOARD FOR THE CORPORATION OF THE CITY OF OWEN SOUND AND THE CORPORATION OF THE CITY OF OWEN SOUND.

WHEREAS the Municipality of Northern Bruce Peninsula wishes to enter into an agreement with the Police Services Board for the City of Owen Sound and the City of Owen Sound to provide for dispatching fire emergency calls for the area of the municipality previously serviced by the Fire Department formerly known as the Lion’s Head and District Fire Department;

NOW THEREFORE the Council of the Corporation of the Municipality of Northern Bruce Peninsula enacts as follows:

1. That we enter into an agreement with the Police Services Board for the Corporation of the City of Owen Sound and the Corporation of the City of Owen Sound.

2. That the Mayor and Clerk-Administrator be and are hereby authorized to execute said agreement on behalf of the municipality.

3. That a copy of said agreement be attached hereto and form part of this by-law as Schedule “A”.

4. That this by-law shall come into force and take effect upon the final passing thereof.

READ A FIRST AND SECOND TIME THIS 22ND DAY OF FEBRUARY, 1999.

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 22ND DAY OF FEBRUARY, 1999.

[Signatures]

MAYOR

CLERK-ADMINISTRATOR
"Schedule A"

BETWEEN:

THE POLICE SERVICES BOARD FOR THE CORPORATION
OF THE CITY OF OWEN SOUND
(Hereinafter called the Board)

AND

THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA
(Hereinafter called the Municipality)

AND

THE CORPORATION OF THE CITY OF OWEN SOUND
(Hereinafter called the City)

Whereas the Board has agreed to provide a twenty-four (24) hours per day paging service
to the Municipality of Northern Bruce Peninsula Fire Department for the coverage area
formerly encompassed by the Lion’s Head and District Fire Department for the purpose
of receiving emergency fire department telephone calls and relaying the information
received to the department using the communications system approved by the
Department.

The system consists of a telephone number (519-793-3313) which area residents of the
Department will call to report emergency fire related incidents and calls to this telephone
number will be answered by the Owen Sound Police Dispatch Centre. The emergency
message received will be provided to the Department by the Dispatch Centre calling (a
telephone number to be designated). The designated firefighter receiving the page will
call the Dispatch Centre to confirm the emergency call information has been received.

If no confirmation has been received by the dispatch centre in three minutes from a
designated firefighter the Dispatch Centre will again repeat the page. If after a further
three minutes no confirmation has been received, the Dispatch Centre will begin the
process of calling names from a pre-designated list of contacts. Once contact has been
made and the emergency message relayed, that person will be responsible for contacting
all other personnel required to handle the emergency call.

It is anticipated with the introduction of E 9-1-1 in the County of Bruce that residents of
Bruce County will be able to dial 9-1-1 to report all emergency calls and that emergency
calls for the Department will be received in the Dispatch Centre through this 9-1-1
service beginning in June 1998. The only change the introduction of E 9-1-1 service
should make to this agreement is the elimination of the need for the Department to
continue the practice of call forwarding to the Dispatch Centre calls made by Department
area residents to 519-793-3313.

Now therefore this agreement witnesses that:

1a). Equipment related to the system presently owned or hereafter acquired by the
Department and installed in its own buildings or vehicles or carried by its
personnel shall be maintained to good working order by the Department. In the
case of a defect in the said equipment coming to the attention of the Dispatch
Centre, the latter shall, if possible, inform the Department of the defect.

1b). The Dispatch Centre shall receive written notification from the Department at the
beginning of each calendar year identifying the person/agency providing
maintenance and repair service for system equipment.

If the Dispatch Centre is unable to contact the Department to inform them of a
defect in their equipment, then the Dispatch Centre may direct the said
maintenance provider to correct the defect and the Department shall pay for the
repairs.
1c). The Department shall provide the Dispatch Centre written notice of changes to the communication system, including the names of personnel changes and telephone numbers. Such notice is to be directed to the Supervisor of Support Services, Owen Sound Dispatch Centre.

2. The Department agrees to pay for the cost of any telephone lines needed to the Dispatch Centre and from the Dispatch Centre. If the Dispatch Centre is assessed the cost of telephone lines or long distance charges as a result of this agreement, the Department agrees to compensate the Dispatch Centre for these costs. Payment for these costs shall become due and payable upon receipt of invoice by the Department.

3. If either the Department or the Board wishes to terminate its participation in this agreement, it may do so upon giving not less than one full year’s notice, in writing, which said termination shall become effective regardless of when given at the end of the first fiscal year after the year in which the notice is given. Until the date of termination becomes effective the Department shall remain liable for its obligations hereunder.

4. Capital equipment cost is not anticipated for the successful operation of this service but in the unlikely event equipment should be required the parties agree that these costs will be the responsibility of the Department.

5. The cost to the Department for the paging service provided by the Dispatch Centre is to be $1.00 per capita per annum based on the population of their service area, according to the most recent provincial census. The Board agrees to provide the service covered by this agreement for this fee through to December 31, 1999 after which the parties to this agreement are to confirm or negotiate a new fee for service.

Billing for this service is to be done in January each year and payment shall become due and payable upon receipt of invoice by the Department. The most recent population figures available for purpose of this agreement are as follows:

- Former Village of Lion’s Head: 520
- Former Township of Eastnor: 1,317
- Former Township of Lindsay: 486

The cost of the paging service for the first year, if service is provided for less than twelve months shall be pro-rated by month.

6. In the event of termination by either party, all parts of the system located at the Owen Sound Police building shall remain the property of the Board and the Department shall not be entitled to any reimbursement.

7. The Board will, during the term of the agreement, use its best efforts to ensure the efficient and proper operation of the system.

The parties agree that the Board and the City shall have no liability to the Department as a result of the failure of the system to operate, or as a result of any act or omission by any employee in the operation of the said system.
8a). The Department agrees to indemnify and hold harmless the Owen Sound Police Services Board, the Owen Sound Police Service and its their agents and servants, the Chief of Police and the City of Owen Sound and members of its Council, or any of them from all manner of actions, causes of actions, suits, claims and demands whatsoever, which may be made against any of them arising out of the Owen Sound Police Service performing for the Department the services required by this agreement, or in anyway arising as a result of the implementation of the terms and procedures of this agreement.

8b). The Department shall provide liability insurance in a minimum amount of two (2) million dollars to insure the indemnity contained in this paragraph and shall ensure that the Board is a co-insured thereon.

9. The Board shall operate as the exclusive agent of the City with respect to all matters relating to this agreement.

10. Notwithstanding the date of execution hereof, the effective date of this agreement shall be the 1st day of January, 1999.

11. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject to termination hereof, in accordance with the terms hereof.

12. The Municipalities and the City hereby consent to this agreement.

13. The recitals set out at the beginning of this agreement shall be part of the agreement.

14. This agreement does not provide the service level required by Tiered Response to emergency calls and should the Municipalities implement Tiered Response, the fee to cover this increased service level is not covered by this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO AFFIXED THEIR CORPORATE SEALS, ATTESTED BY THEIR PROPER OFFICER IN THAT BEHALF, ON THIS 23RD DAY OF NOVEMBER, 1998.

The Police Services Board for the Corporation of the City of Owen Sound per:

WITNESS:

_____________________
Police Chief

_____________________
Chair of the Board
WITNESS: The Corporation of the Municipality of Northern Bruce Peninsula

[Signature]
Mayor

[Signature]
Clerk-Administrator

WITNESS: The Corporation of the City of Owen Sound
Per:

[Signature]

[Signature]
March 24, 1999

Tom Kaye, Police Chief
Owen Sound Police Services
922 2nd Avenue West
OWEN SOUND ON  N4K 4M7

Dear Tom Kaye:

Re: Dispatch Services for Fire Services Agreements

Enclosed for your files is a fully executed copy of Schedule “D” to By-law 1998-151 respecting the agreement between the Police Services Board for the Corporation of the City of Owen Sound and The Municipality of Northern Bruce Peninsula respecting the provision of dispatch services for fire services.

Yours truly,

Bonnie Seaman,
Administrative Assistant

Enclosure

c: Municipality of Northern Bruce Peninsula
Schedule “D” to By-law 1998 - 151

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AND

THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA
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If the Dispatch Centre is unable to contact the Department to inform them of a defect in their equipment, then the Dispatch Centre may direct the said maintenance provider to correct the defect and the Department shall pay for the repairs.
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WITNESS:

Police Chief

Chair of the Board
WITNESS: The Corporation of the Municipality of Northern Bruce Peninsula

Mayor

Clerk-Administrator

WITNESS: The Corporation of the City of Owen Sound
Per:

Mayor

clerk