

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 2000-05

A By-Law to enter into an Agreement with the County of Renfrew for a Joint Powers Agreement - 9-1-1 Emergency System

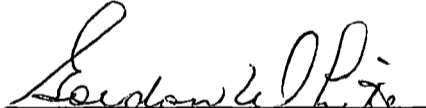
WHEREAS:

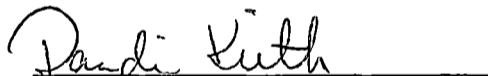
1. A Municipality has authority under the Municipal Act R.S.O. 1990, CM 45, Section 207, subsection 5 to pass a by-law to enter into a Joint Powers Agreement with the County of Renfrew, The City of Pembroke and other municipalities regarding participation and cooperation in the County of Renfrew 9-1-1 Emergency System.
2. The Council of the Corporation of the Township of Westmeath considers it expedient to enter into Joint Powers Agreement with the County of Renfrew, The City of Pembroke and other municipalities regarding participation and cooperation in the County of Renfrew 9-1-1 Emergency System.

NOW THEREFORE the Council of the Corporation of the Township of Westmeath ENACTS as follows:

1. The Reeve and Clerk be authorized to sign the agreement County of Renfrew, The City of Pembroke and other municipalities regarding participation and cooperation in the County of Renfrew 9-1-1 Emergency System.
2. This By-Law shall come into force on the day of passing.

PASSED and ENACTED this 5th Day of January, 2000.


Reeve


Clerk

JOINT POWERS AGREEMENT
CORPORATION OF THE COUNTY OF RENFREW
9-1-1 EMERGENCY SYSTEM

BETWEEN:

The Corporation of the County of Renfrew

The City of Pembroke

The Algonquins of Pikwakanagan

- and -

The following Municipalities and Emergency Response Services, who by their signatures, indicate their participation and cooperation in the County of Renfrew 9-1-1 Emergency System:

Township of Admaston

Township of South Algona

Township of Alice & Fraser

Town of Arnprior

Township of Bagot, Blythfield & Brougham

Village of Barry's Bay

Village of Beachburg

Township of Bromley

Township of Brudenell, Lyndoch & Raglan

Village of Chalk River

Village of Cobden

Town of Deep River

Village of Eganville

Township of Grattan

Township of Griffith & Matawatchan

Township of Hagarty & Richards

Township of Head, Clara & Maria

Township of Horton

Village of Killaloe

Township of McNab/Braeside

Township of North Algona Wilberforce

Town of Petawawa

Township of Radcliffe

Town of Renfrew

Township of Rolph, Buchanan, Wylie & McKay

Township of Ross

Township of Sebastopol

Township of Sherwood, Jones & Burns

Township of Stafford-Pembroke

Township of Westmeath

Pembroke Police Services

Deep River Police Services

Renfrew Police Services

Her Majesty the Queen in right of Canada, represented herein by the Minister of Defence for Canada "Canadian Forces Base Petawawa".

Her Majesty the Queen in right of the Province of Ontario, represented herein by the Minister of Solicitor General and Correctional Services for the Province of Ontario "Ontario Provincial Police".

Renfrew Provincial Ambulance Service

WHEREAS the Corporation of the County of Renfrew and the City of Pembroke have approved the creation and implementation of a telecommunication system providing a public emergency reporting service known as the County of Renfrew 9-1-1 Emergency System for all persons within their corporate limits;

AND WHEREAS the Corporation of the County of Renfrew and the City of Pembroke have entered into a Public Emergency Response Service (PERS) Agreement with Bell Canada to provide the 9-1-1 service to its municipalities;

AND WHEREAS the Corporation of the County of Renfrew and the City of Pembroke have entered into a Bell Neutral Answer Service (BNAS) Agreement with Bell Canada to provide the answering service of the initial call from the public and transfer the call to the appropriate emergency response service;

AND WHEREAS the Corporation of the County of Renfrew and the City of Pembroke have participated with police, fire and ambulance services operating within the geographic limits of the County of Renfrew in the development of the operating procedure, technical requirements, financial obligations and operational structure of the County of Renfrew 9-1-1 Emergency System;

AND WHEREAS the delivery of 9-1-1 is directly linked to the civic address of a property being visible to the emergency response services;

AND WHEREAS each municipality is responsible for the continued maintenance, update and enforcement of their civic address by-laws;

NOW THEREFORE the parties, in consideration of the mutual covenants contained herein, agree as follows:

DEFINITIONS

BNAS	The Bell Neutral Answer Service (BNAS), is the service offered by Bell to operate a CERB for a 9-1-1 system.
CERB	The Central Emergency Response Bureau (CERB), is a communication centre which is the first point of reception of 9-1-1 calls.
Civic Addressing	Refers to the numbering of every property and each street in the County of Renfrew and the City of Pembroke.
Emergency Response Agency	Is the centre which will dispatch the appropriate Police, Fire or Ambulance responder, upon receipt of a 9-1-1 call from the CERB.
Emergency Response Services	Is the individual Police, Fire or Ambulance Service that responds to an emergency upon being dispatched from the appropriate dispatch centre.
PERS	Telecommunication services provided by the telephone companies to provide its customers with a 3 digit access (9-1-1) to emergency response agencies. Agreements have been signed with Bell Canada and North Renfrew Telephone Company Limited.

System

Refers to the County of Renfrew 9-1-1 Emergency System.

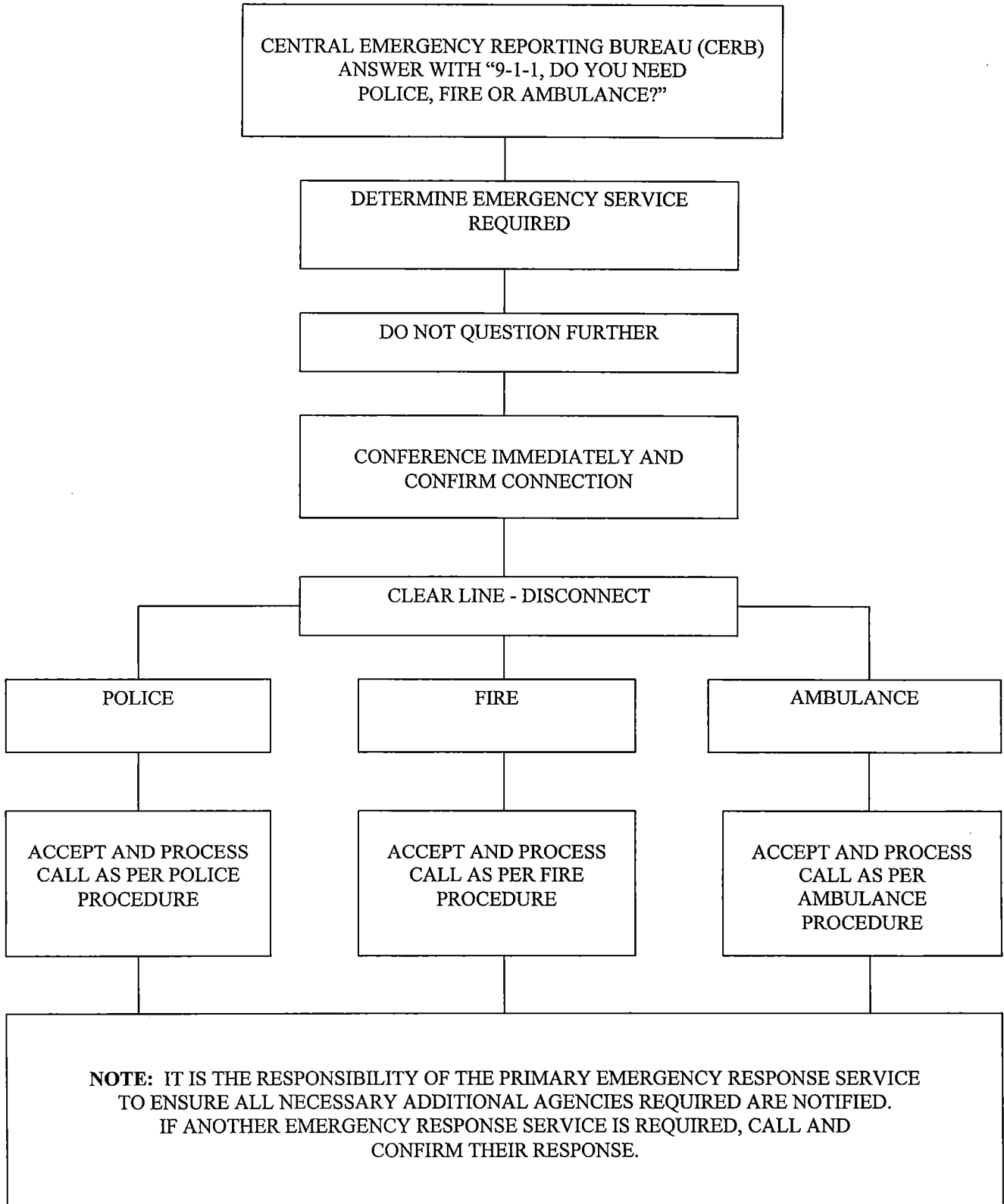
TDD/TTY

Telephone Device or the Deaf/Telephone Typewriter specialized equipment for transmitting visual information over the phone lines.

THE COUNTY OF RENFREW 9-1-1 EMERGENCY SYSTEM

1. The County of Renfrew 9-1-1 Emergency System shall be operated as a Bell Canada function in accordance with the terms and conditions of the PERS agreement.
2. The parties agree to contract with a service provider for the provision of a 9-1-1 CERB. Call takers at the CERB will answer 9-1-1 calls and direct them to the appropriate Police, Fire or Ambulance Emergency Response Service, as shown on the following page.
3. The parties agree that the Corporation of the County of Renfrew shall carry out the financial and accounting management of the system.

9-1-1 ANSWERING PROCEDURES



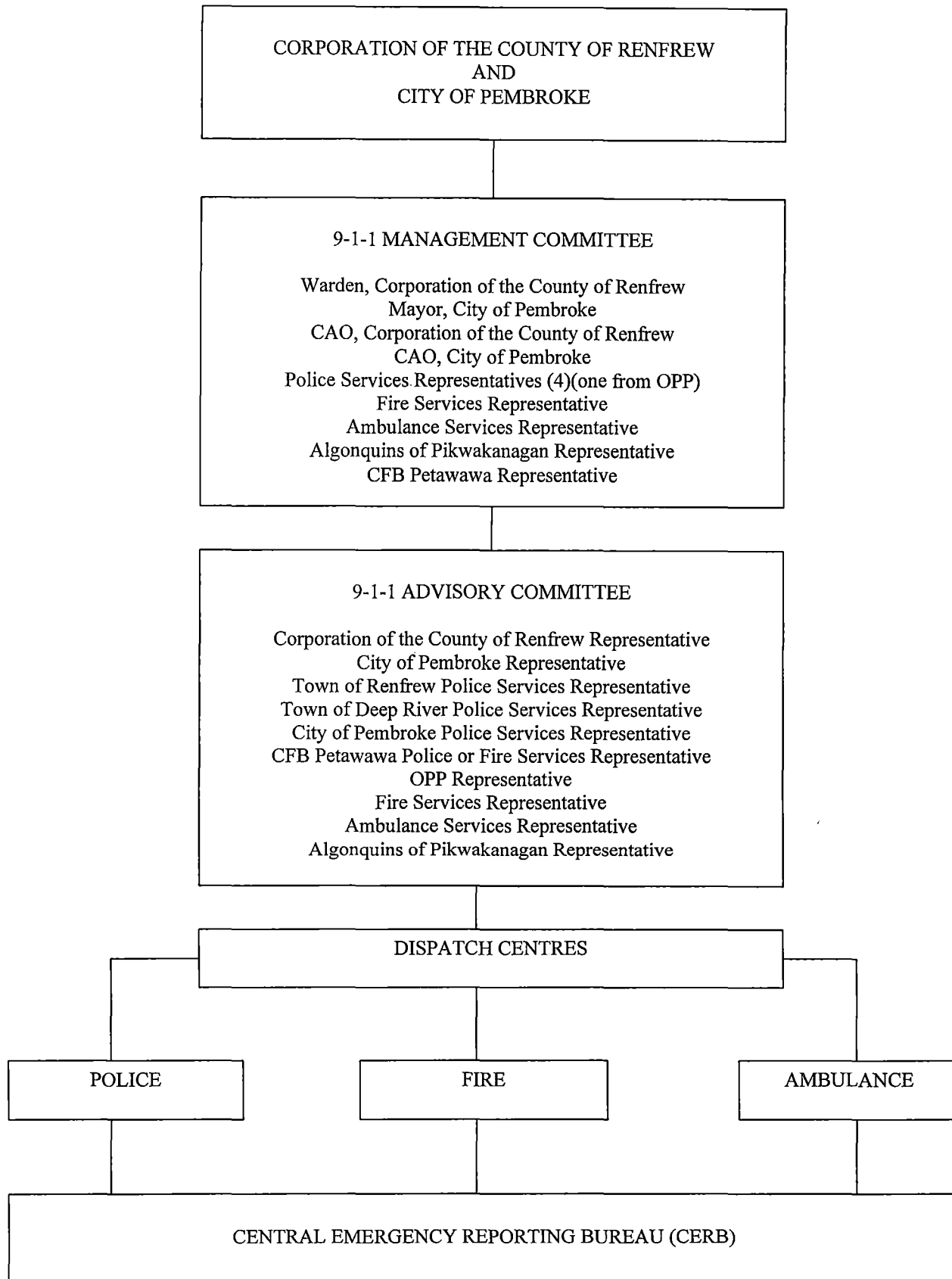
RESPONSIBILITIES OF THE 9-1-1 ORGANIZATIONAL STRUCTURE

1. The Organizational Structure for the County of Renfrew 9-1-1 Emergency System shall be as outlined on the following page.
2. The Corporation of the County of Renfrew and the City of Pembroke shall be responsible for the CERB and administrative funding and management of the system, upon the advice of the 9-1-1 Management Committee.
3. The 9-1-1 Management Committee, as set out in the 9-1-1 Organizational Chart, shall be responsible for establishing and enforcing the policy for the management and administration of the system and decisions inherent in the operation of this system.
4. The 9-1-1 Advisory Committee, as set out in the 9-1-1 Organizational Chart, shall be responsible for implementation of approved policy governing the day-to-day operation of the system. The Committee shall be comprised of a representative from the Corporation of the County of Renfrew and the City of Pembroke, as appointed by the respective councils, and every Emergency Response Agency of the 9-1-1 system. The Advisory Committee shall make recommendations to the 9-1-1 Management Committee on the operation of the service, improvements or expansions.
5. The Emergency Response Agencies (Police, Fire and Ambulance) shall be responsible for the operation and financial management of their respective centres as it relates to the 9-1-1 system. For the County of Renfrew 9-1-1 Emergency System the dispatch centres shall be:

- CFB Petawawa Police Services
- CFB Petawawa Fire Services
- Deep River Police Services
- Pembroke Police Services
- Renfrew Police Services
- Perth O.P.P. Communications Centre
- Renfrew Provincial Ambulance Service

These Emergency Response Agencies are responsible for providing statistical information to the 9-1-1 Management Committee as requested.

9-1-1 ORGANIZATIONAL STRUCTURE



COMPLAINT PROCEDURE

1. Emergency Response Agency

Complaints or problems about 9-1-1, related directly to the response of a particular Emergency Response Agency shall be in writing and will be investigated by that agency.

2. 9-1-1 Advisory Committee

If the complaint or problem cannot be resolved by the Emergency Response Agency, then it shall be referred, in writing, to the 9-1-1 Advisory Committee. The 9-1-1 Advisory Committee will also receive any other complaints or problems about 9-1-1 not related to the Emergency Response Agencies. An answer to the complaint or problem shall be given, in writing, within thirty days.

3. 9-1-1 Management Committee

If the complaint or problem cannot be resolved by the 9-1-1 Advisory Committee, then it shall be referred, in writing, to the 9-1-1 Management Committee. An answer to the complaint or problem shall be given, in writing, within thirty days. The ruling of the 9-1-1 Management Committee shall be final.

FUNDING

1. Recovery of costs for the operation, capital installations and maintenance of the system shall be a monthly charge on each subscriber telephone bill in the system in accordance with rates as approved by the C.R.T.C.
2. Costs for the Central Emergency Reporting Bureau (CERB) contract as set out in the PERS Agreement, shall be funded by the tax levy of the Corporation of the County of Renfrew and the City of Pembroke. The Corporation of the County of Renfrew shall bill the City of Pembroke and the Algonquins of Pikwakanagan on a per capita basis as per the BNAS agreement, shortly after the Bell Canada invoice is paid by the Corporation of the County of Renfrew.
3. The 9-1-1 Management Committee shall annually set a budget for publicity, public education and other related costs to be approved by the Corporation of the County of Renfrew and the City of Pembroke. The Corporation of the County of Renfrew will invoice the City of Pembroke annually, for the actual costs incurred, on a per capita basis as listed in the Municipal Directory for that year.

UPDATING OF CIVIC ADDRESSING INFORMATION

1. It is the responsibility of each municipality to pass a by-law to establish a civic address system and to enforce such by-law.
2. Each municipality is responsible for maintaining their civic addressing system. Amendments to their municipal civic address by-laws shall be submitted immediately upon adoption and execution to the:

County of Renfrew
Planning Department
9 International Drive
Pembroke, Ontario
K8A 6W5
Telephone: 613-735-3204
Fax: 613-735-2492

Subsequent to receiving the respective amending municipal civic addressing by-laws, the County will forward these amending by-laws and any mapping corrections to:

9-1-1 Addressing
Bell Canada
Floor 5, 449 Princess Street
Kingston, Ontario
K7L 1C3
Telephone: 1-800-386285
Fax: 1-800-331-7344

Mr. Art White
Renfrew Provincial Ambulance Service
Renfrew, Ontario
P.O. Box 217
K7V 4A3
Telephone: 613-432-2265
Fax: 613-432-6442

Telecommunications Unit
Perth Administration Centre
East Region
Ontario Provincial Police
75 Dufferin Street
P.O. Box 160
Perth, Ontario K7H 3E3
Telephone: 613-267-6780
Fax: 613-267-3524

INDEMNITY

Each of the parties hereto shall indemnify and save harmless all of the other parties, their officers, employees, agents, assigns, independent contractors and some contractors from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts or other proceedings of other kind or nature (including criminal) based on, occasioned by or attributable to the establishment, implementation, delivery and maintenance of the County of Renfrew 9-1-1 Emergency Service, it being the intention of the parties that each shall be solely responsible for those matters referred to above attributable to its participation in this agreement, whether through common law, statute, or agreement, through a minimum of \$2,000,000 comprehensive general liability insurance.

INSURANCE

The parties hereto shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party(ies) or, if a party(ies) is self-insured, provide to any other party evidence that is satisfactory to that party that they as the case may be, are willing and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

Each of the parties hereto, including those parties which are self-insured, shall include all of the other parties as an additional insured in respect of and during the provision of this Agreement. Each policy shall also contain a cross-liability clause endorsement and a clause including liability arising out of this Agreement.

TERMINATION AND AMENDMENT OF THE AGREEMENT

1. The Corporation of the County of Renfrew and the City of Pembroke agree not to terminate or amend this agreement except as provided in this section.
2. The Parties may, by mutual agreement, amend or terminate this agreement.
3. Either the Corporation of the County of Renfrew or the City of Pembroke through the 9-1-1 Management Committee request a review of the terms of this Agreement at any time by notice in writing given 30 days in advance of the time when the review is requested.
4. The Corporation of the County of Renfrew and the City of Pembroke shall each have the option of requiring a review and renegotiation of this Agreement.
5. Except as provided elsewhere in this Article, this Agreement shall expire and be fully ended with the expiry of 24th day of November, 2009.


SUCCESSORS AND ASSIGNS

This Agreement shall ensure to the benefit of the parties and their respective successors, administrators and assigns.

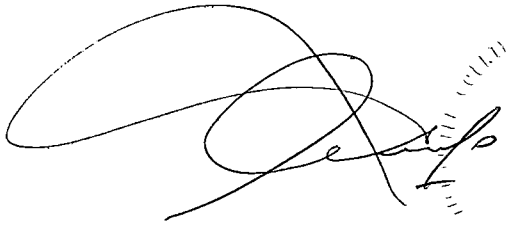
IN WITNESS WHEREOF the Parties hereto affix their respective corporate seals and the signature of their proper signing officers in that behalf.

DATED THIS 5th DAY OF January, 2000, 1999.

THE CORPORATION OF THE COUNTY OF RENFREW

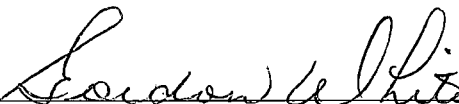


Warden



CAO/Clerk

TOWNSHIP OF WESTMEATH



Reeve



Clerk-Treasurer