



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

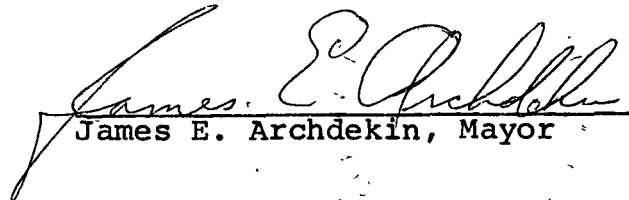
Number 64-76

To authorize the execution of an Agreement between The Corporation of the City of Brampton and The Corporation of the Town of Caledon.

The Council of The Corporation of the City of Brampton
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Corporation of the City of Brampton and The Corporation of the Town of Caledon, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of March, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk



BY-LAW

No. 64-76

To authorize the execution of an Agreement between The Corporation of the City of Brampton and The Corporation of the Town of Caledon.

THIS AGREEMENT made in duplicate
this 10th day of November, 1975.

BETWEEN :

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF CALEDON

hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of more clearly defining use of the City Communications Centre, relevant to the receiving and dispatching of fire and other emergency calls originating in the Town, and where the services of the Town Fire Department are required and the radio control of all Town Fire Department apparatus and vehicles while attending at these emergency calls, or while attending to other Fire Department duties within the Town, under the direction of the Chief of the Town of Caledon Fire Department;

NOW THEREFORE in consideration of the covenants hereinafter contained, the Parties hereto agree as follows:

1. The City agrees to
 - (a) accept fire or other emergency calls from the Town of Caledon;
 - (b) obtain the required information;
 - (c) dispatch the necessary Caledon Fire Department fire apparatus to the scene;
 - (d) maintain control over the number of pieces of apparatus dispatched and location of apparatus until otherwise advised by the Town Fire Chief or the senior officer in charge on each individual occurrence.

Nothing in this Agreement is intended to authorize any fire detection systems within the Town to be connected to the City Communications Centre.

3. The Town will provide the necessary means of having emergency calls directed to the Communications Centre over Bell Canada's telephone lines in the manner required by the City.

4. The Town will provide and maintain the necessary tone generating equipment to dispatch the Town fire apparatus and firefighters. This equipment to be connected to the City radio system by the persons responsible for the installation of the Town fire radio system. The connection of the equipment

(and removal if required) shall be performed without disruption of the City Fire Department radio operation. No connection shall be made without the prior approval of the City Fire Department Division of Communications.

5. The Town agrees to reimburse the City in the amount of any long distance telephone calls which are necessary from the Communications Centre to the different Town fire stations which may be charged to the City by Bell Canada. Request for reimbursement shall be accompanied by copies of Bell Canada invoices.

6. The Town will provide the City with complete information as to the number and types of apparatus to be dispatched from each Fire Station to each type of emergency (known as the basic response) and also the areas within the Town to which each piece of Town fire apparatus will be dispatched.

7. The City agrees, through the Communications Centre of the Fire Department, to provide communications operators on duty continuously for the purpose of receiving emergency calls, dispatching the required apparatus and maintaining control by radio of the apparatus.

8. The City agrees to supply the authorized officers of the Town Fire Department with the necessary information regarding time, callers and all other available information to be included in the Town Fire Occurrence Report and to provide full tape recordings of all telephone and radio traffic concerning all occurrences.

9. While every effort will be made to carry out the above duties in accordance with this Agreement, the City denies responsibility for any radio or mechanical failure or any consequences which may result therefrom. In the event of any radio or mechanical failure with respect to equipment located at the Communications Centre, the City shall forthwith notify the Town Fire Chief or the senior officer in charge of such failure, so that necessary alternative action can be taken.

10. The City agrees to advise Bell Canada forthwith in the event of any problems occurring on any incoming emergency telephone lines and also to notify the Town Fire Chief or the senior officer in charge of this problem forthwith so that the necessary alternative action can be taken.

11. In the event of any problem occurring on any incoming emergency telephone lines, it is agreed that the City shall not be held responsible for any calls not reaching the Communications Centre over Bell Canada facilities either before or after the problem has been found and reported.

12. The City agrees to set up and maintain a running card system using information provided by the Town. The said system shall include all streets, roads, lanes, rural areas and all other premises where it is deemed necessary to provide a separate running card. All information necessary to set up and maintain this running card system shall be provided by the Town.

13. The Parties hereto agree that all radio traffic between Town fire apparatus and/or fire stations shall be transmitted through the Communications Centre and the Communications Centre operator on duty shall exercise control over all radio traffic in the Town using the proper methods of radio procedure, except in the event of a radio or mechanical failure at the Communications Centre.

14. All unnecessary radio traffic shall be avoided especially during times of multiple occurrences being handled by the Communications Centre, either within the City or the Town.

15. The City agrees to make such other general radio announcements as may be agreed upon regarding weekend duty, training sessions and other matters at a time to be agreed upon providing there is no other occurrence at the time in either the City or the Town.

16. The Town shall be responsible for maintenance of all Town radio system equipment and shall advise the Communications Centre of any piece of radio equipment or general alarm siren, other than equipment located at the Communications Centre, which is out of service so that alternative arrangements may be made.

17. The Town shall advise the Communications Centre of any piece of fire apparatus which is out of service at any time for any reason so that alternative response arrangements may be made.

18. The Town agrees to provide the City Division of Communications with an up-to-date list at all times of all personnel of the Fire Department as well as the list of weekend duty crews and their dates on duty including telephone numbers.

19. The method of fire stations and fire apparatus radio identification numbering shall be established in such a way that there is no chance of mistaking City apparatus for Town apparatus at any time and also for proper identification when dispatching.

20. In the event that this Agreement is terminated or cancelled by either Party, it is understood that the Town will as soon as possible establish its own operating frequency in accordance with Federal Department of Communications requirements and that all Town radio equipment will have the necessary frequency crystal changes made to allow operation completely separate from the City system at that time.

21. This agreement may be cancelled by either Party at any time after it has been in effect for one year, such Party shall advise the other Party in writing not less than ninety (90) days prior to the desired cancellation date. If the requirements of paragraph 20 of this Agreement cannot be met within the aforesaid ninety (90) day period, it is agreed that that period shall be extended by mutual agreement of the Parties, until such time as the requirements of paragraph 20 can be met.

TERM

22. This Agreement shall be in effect for a period of one year from the 1st day of January, 1976, or from the commencement of operation, whichever occurs later and shall continue in effect from year to year thereafter unless cancelled under the provisions of paragraph 21 hereof.

PAYMENT

23. In payment for the services to be provided by the City to the Town pursuant to this Agreement, the Town agrees to pay to the City in respect of the calendar year 1976 the sum of Twenty Thousand Two Hundred Dollars (\$20,200.00) to be paid in equal monthly instalments on the 1st day of each month in the calendar year. In the event that the operations provided for hereunder cannot be commenced on 1st January, 1976, operations shall commence at the earliest possible date thereafter which can be agreed upon by the City Fire Chief and the Town Fire Chief and the Town shall pay to the City a portion of the payment set out above pro-rated in accordance with the portion of the calendar year 1976 during which this agreement is in operation.

24. It is understood and agreed between the Parties hereto that in each year after the calendar year 1976, the payment shall be adjusted by mutual agreement and it is anticipated that such adjustments will take into consideration the relative populations of the City and the Town and the number of calls emanating from each area and the cost of operating the system and such other matters as the Parties consider relevant. The City shall notify the Town as soon as possible of any proposed adjustments in charges. In the event that the Parties cannot agree with respect to such charges, this agreement shall continue at the then established rate until cancelled in accordance with the provisions of paragraph 21 hereof.

IN WITNESS WHEREOF the Parties hereto have hereunto caused their corporate seals to be affixed under the hands of their duly authorized officers.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
James E. Archdekin MAYOR

Kenneth R. Richardson
Kenneth R. Richardson CLERK

THE CORPORATION OF THE TOWN OF CALEDON

John A. Clarkson
John A. Clarkson MAYOR

Carson Patterson
Carson Patterson CLERK

DATED: November 10th, 1975

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

- and -

THE CORPORATION OF THE TOWN OF CALEDON

A G R E E M E N T

Judith E. Hendy
City Solicitor
City of Brampton
24 Queen Street East
Brampton, Ontario

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