

THE CORPORATION OF THE TOWNSHIP OF PRINCE


BY-LAW 96-9

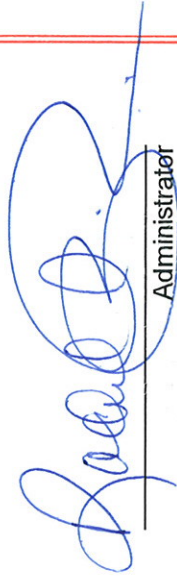
A by-law to authorize execution of an Agreement between the municipality and the Corporation of the City of Sault Ste. Marie

THE COUNCIL of the Corporation of the Township of Prince HEREBY ENACTS AS FOLLOWS:

1. That the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Corporation of the City of Sault Ste. Marie with respect to 911 services to the Township, which Agreement is attached hereto as Schedule "A".
2. Schedule "A" hereto forms part of this by-law.

READ THREE TIMES and PASSED in open Council this 25th day of June, 1996.


Reeve


Administrator



AGREEMENT

BETWEEN THE CORPORATION OF THE TOWNSHIP OF PRINCE

hereinafter called the "Township"

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "City"

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

For the purposes of this Agreement, the following terms have the meanings ascribed below:

1.1 "ALI": Automatic Location Identification

A database feature that displays, to the CERB and Remote Agencies, address/location data with respect to a telephone line from which the 9-1-1 call originates.

1.2 "ANI" Automatic Number Identification

A database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call.

1.3 "CERB" Central Emergency Reporting Bureau

A communication centre which is the first point of reception of 9-1-1 calls.

1.4 "ESZ" Emergency Service Zone

The geographic area served by a fire, police or ambulance service.

- 4.2 Provide, upon the request of the Township, an operations manual, which may be amended from time to time by the City, to detail the full procedures of the operation of the CERB (the "Operations Manual") However, the Operations Manual shall not form part of this Agreement.
- 4.3 Provide, in its operation of the CERB, terminal equipment which permits the utilization of "ALI", "ANI", "Selective Routing and Transfer" and "Call Control" features. These features are more particularly described in the Operations Manual.
- 4.4 Operate the CERB twenty-four (24) hours a day, seven (7) days a week.
- 4.5 Staff the CERB at a level appropriate to efficiently handle call lines in a manner suitable for emergency situations.
- 4.6 Answer the 9-1-1 calls directed to the CERB, through the 9-1-1 Public Emergency Reporting Service (PERS), from customers in the 9-1-1 Serving Area.
- 4.7 Route and transfer all 9-1-1 calls, and associated ANI/ALI information, to a designated Remote Agency within the proper ESZ, as deemed appropriate by CERB personnel.
- 4.8 Maintain control of each 9-1-1 call until such call can be transferred to the appropriate Remote Agency.
- 4.9 Log and tape-record all 9-1-1 calls and retain such logs and recordings for a period of 90 days.
- 4.10 Provide a back-up CERB to which 9-1-1 calls will be directed in the event that the primary CERB is unable to accept the calls for any reason.

5.0 OBLIGATIONS OF THE TOWNSHIP

The Township shall:

- 5.1 Provide and validate, in written form, all geographical information including street names, addresses and borders of each and every ESZ within the 9-1-1 Serving Area.

5.2 Inform the City in writing of all changes that may occur in any such geographical information during the term of this Agreement.

6.0 **INSURANCE REQUIREMENT**

6.1 The Township and the City 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. The liability insurance shall be in the amount of at least five million dollars (\$5,000,000.).

7.0 **FORCE MAJEURE**

7.1 The City shall not be held responsible for any damages or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, strikes and generally as a result of any event that is beyond the City's reasonable control.

8.0 **IMPLEMENTATION**

8.1 The City and the Township agree that the operation of the CERB within the 9-1-1 Serving Area shall be carried out pursuant to an implementation schedule to be mutually agreed upon by the parties and which may be changed from time to time by written agreement of the parties.

9.0 **CONFIDENTIALITY**

9.1 ALL/ANI information is provided to Remote Agencies on a confidential basis and shall be used for the sole purpose of responding to 9-1-1 calls.

9.2 The City and the Township agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.

10.0 TERM AND RENEWAL

- 10.1 This Agreement shall be effective as of the date of execution which shall be deemed to be the 4th day of July, 1996, and run for a term of two (2) years.
- 10.2 The terms of this Agreement shall be automatically renewed for successive periods of two (2) years each unless one party gives to the other at least ninety (90) days notice of termination, in writing, prior to the end of the initial term or any renewal.
- 10.3 If the Township does not provide to the City the information required under clause 5.1 and 5.2, the City may terminate this agreement upon thirty (30) days written notice.

11.0 WAIVER

- 11.1 The failure of either party to require the performance of any obligation hereunder or the waiver of any obligation in a specific instance shall not be interpreted as a general waiver of any of the obligations hereunder which shall continue to remain in full force and effect.

12.0 ENTIRE AGREEMENT

- 12.1 Except as otherwise stated herein, this Agreement constitutes the entire agreement of the parties, with respect to the provision and operation of the CERB, and supersedes any previous agreement whether written or verbal. Should any provision, or any part of any provision, of this Agreement be declared null, void or inoperative, the remainder of the Agreement shall remain in full force and effect and shall be interpreted as a complete entity.

13.0 NOTICE

13.1 Any notice required pursuant to this Agreement shall be in writing and delivered personally, sent by facsimile or sent by registered mail (with proper postage) to the following addresses:

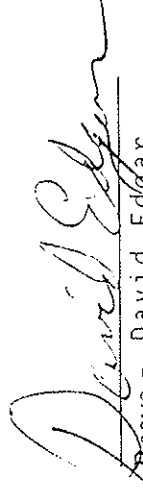
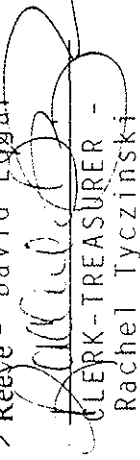
1. The Clerk
The Township of Prince
3042 Second Line West
Sault Ste. Marie, Ontario P6A 6K4
2. The Clerk
The Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

or to such other addresses either of the parties may indicate in writing to the other.

Any notice given in accordance with this section shall be deemed to have been received upon delivery, if delivered personally, or five (5) days after posting, if mailed, or upon transmission if sent by facsimile.

Dated this _____ day of _____, 19____

THE CORPORATION OF THE
TOWNSHIP OF PRINCE


Reeve - David Edgar

CLERK-TREASURER -
Rachel Tyczinski

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Mayor - Stephen Butland

Clerk - Donna P. Irving