

THIS AGREEMENT made in duplicate this ^{44th} day of ^{May}, 1998, and authorized by By-law No. 97-396 of the City of St. Catharines

B E T W E E N :

THE CORPORATION OF THE CITY OF ST. CATHARINES
(hereinafter called "St. Catharines")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
(hereinafter called "Pelham")

OF THE SECOND PART

WHEREAS section 207(1) of the Municipal Act, R.S.O. 1990, c. M.45 provides that by-laws may be passed by the councils of all municipalities for entering into agreements with any other municipality or person for the use of fire fighting equipment or any of it of the municipality or of such other municipality or person upon such terms and conditions and for such consideration based on costs as may be agreed upon, but despite any such agreement no liability accrues to the municipality or person for failing to supply the use of the fire fighting equipment or any of it;

AND WHEREAS section 210(31) of the said Municipal Act provides inter alia that by-laws may be passed by council for the provision of fire fighting and fire protection services and for establishing, operating, promoting, and regulating life and property saving companies, and that such powers may be exercised jointly by two or more municipalities;

AND WHEREAS St. Catharines has agreed to receive, process by means of computer aided dispatch service and retransmit all emergency fire related calls to a number of municipalities being Fort Erie, Grimsby, Niagara-on-the-Lake, Pelham, Thorold, West Lincoln, Wainfleet, Port Colborne for 1997, and including Welland for 1998;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. St. Catharines agrees to provide Pelham with computer aided fire dispatch service and required backup operations for a four year term. The said service commencing on the first day of January, 1997, and to be continued until the 31st day of December, 2000.
2. Pelham agrees that it shall be responsible for the following:
 - a) That for the year 1997, Pelham shall pay to the City of St. Catharines the annual amount of \$36,675.00 to be payable in full by December 31, 1997.
 - b) That for the year 1998, Pelham shall pay the City of St. Catharines the annual amount of \$30,622.00 to be payable quarterly. The said base amount shall be adjusted annually by the rate of inflation to be calculated by using The Consumers' Price Index published for January of the previous year.
3. Pelham shall pay St. Catharines in the following manner:

The said amount of \$30,622.00 shall be payable in four equal payments of \$7,655.50 payable every three months being the first day of January, the first day of April, the first day of July, and the first day of October, in each and every year for the period of the agreement. The first payment shall be made on or before the first day of January, 1998.
4. The parties hereto agree that in the event St. Catharines should be successful in negotiating additional users to this computer aided fire dispatch service, that the rate referred to herein may be renegotiated to reflect other users.

5. At the completion of the four year term, the City of St. Catharines shall review the said amount used in the said agreement and compare with factors of population and system usage in order to review and if required, modify the said rate charged. Upon recalculation of the said rate, Pelham shall have the option to renew the said agreement for a further term of three years.
6. Pelham shall be responsible for the following:
 - a) To provide and maintain sufficient number of modems, terminals and printers to receive the transmittals from St. Catharines.
 - b) To ensure one telephone line is specifically assigned to or dedicated to each station printer and terminal which is to receive the said data transmission.
 - c) It shall be required to provide and maintain the said equipment in good working order at all times.
 - d) To provide to St. Catharines, on forms provided to it, accurate data required to input into the computer aided fire dispatch service system and backup systems, prior to commencement of the said agreement.
 - e) To be responsible for updating all the said information as changes occur. The updates shall include but shall not be limited to information pertaining to streets, hydrants, municipal addressing, equipment station, and other required information as stipulated on the required forms in order to assure accurate dispatching of fire emergency calls. The appropriate blank forms for updating the computer aided dispatch and backup system shall be provided by St. Catharines.
 - f) To maintain an up-to-date copy of the backup dispatch documentation as provided to St. Catharines as referred to in the above provisions.
 - g) To continue to be responsible for receiving all non-emergency and business calls directly.
 - h) To reimburse St. Catharines for telephone long distance charges as determined by the telephone companies billings to St. Catharines. St. Catharines will advise Pelham twice yearly to the amount owing.

7. St. Catharines agrees that it shall be responsible for the following:
 - a. To provide Pelham with twenty-four (24) hour service, seven days a week of computer aided fire dispatch, which includes the receipt, recording and retransmission of all calls for Fire Department Emergency Services for Pelham.
 - b. To provide all necessary staff and equipment necessary to provide the computer aided fire dispatch service from St. Catharines Fire Department Headquarters as outlined herein.
 - c. To maintain the equipment, located in St. Catharines, and other locations as may be required from time to time for the provision of the services outlined herein.
 - d. To retain all voice recordings for a period of up to ninety days and all written records for a period of seven years.
8. At this time it is St. Catharines' intention to maintain historical data on the computer for a period of three (3) years. Beyond the three years, the historical data shall be recorded and maintained on computer tapes.
9. St. Catharines shall notify the Treasurer of Pelham, in writing, during the month of November, in each and every preceding year of the upcoming term, during the term of this agreement, the rate of the percentage increase due to inflation for the next year.
10. St. Catharines shall not in event whatsoever be liable or responsible in any way for any personal injury or death or other damages which may be suffered or sustained by Pelham or any employee or resident of that said town or city, or other residents outside of the said town or city, or for any loss of, or damage, or injury to any property belonging to their employees, agents or residents due to the failure of the said computer aided fire dispatch services or equipment.

11. The parties hereto agree that this agreement replaces and supercedes any previous agreement entered into pertaining to computer aided fire dispatch service.

12. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereof have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

APPROVED
SOLICITOR
CLERK

THE CORPORATION OF THE CITY OF
ST. CATHARINES

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF
PELHAM

MAYOR

CLERK