

CITY OF SURREY

BY-LAW NO. 12844

A by-law to authorize the making of Agreements with other Municipalities for the use of fire fighting and assistance response equipment and personnel.
.....

WHEREAS the Council of the City of Surrey, pursuant to Section 699(1)(d) of the Municipal Act, being Chapter 290, R.S.B.C. 1979, may by by-law, make Agreements with other municipalities for the use in the municipality or in other municipalities of fire fighting and assistance response equipment and personnel on terms and for remuneration agreed to;

AND WHEREAS the City has agreed to receive, process by means of Computer Aided Dispatch Service, and re-transmit all emergency fire related calls to other municipalities;

NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. This By-law may be cited for all purposes as "Computer Aided Dispatch Service Agreements Authorization By-law, 1996, No. 12844."
2. The Council hereby authorizes the City's Fire Chief and City Clerk to execute on behalf of the City, Agreements with other municipalities substantially in the form of Agreement attached hereto as Schedule "A" and forming part of this By-law to provide for the receiving, processing by means of Computer Aided Dispatch Service and re-transmitting of all emergency fire related calls.

3. Schedule "A" is attached to and forms part of this By-law.

PASSED THREE READINGS on the 27th day of May, 1996.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 10th day of June, 1996.

_____ "R.J. Bose" _____ MAYOR

_____ "D.B. Kenny" _____ CLERK

SCHEDULE "A"

A G R E E M E N T

THIS AGREEMENT made the _____ day of _____, 199 .

BETWEEN:

CITY OF SURREY, (Fire Department), having an address
at 8767 - 132 Street, in the City of Surrey, in the Province
of British Columbia, V3W 4P1

(hereinafter referred to as "Surrey")

OF THE FIRST PART

AND:

(hereinafter referred to as "_____")

OF THE SECOND PART

WHEREAS Section 699(1)(d) of the **Municipal Act**, R.S.B.C. 1979, c. 290 provides
that Council may, by by-law, make Agreements with other municipalities for the use of fire
fighting and assistance response equipment and personnel on terms and remuneration agreed to.

AND WHEREAS Surrey has agreed to receive, process by means of Computer Aided Dispatch Service, and re-transmit all emergency fire related calls to _____.

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 mutually agree as follows:

1. Surrey agrees to provide _____ with Computer Aided Dispatch Service and re-transmit to _____ all emergency fire related calls (the "Service") on the terms and conditions herein contained.

2. For the Service, _____ agrees to pay to Surrey the sums as set out in Schedule "A", attached to and forming part of this Agreement, as follows:
 - (a) each year, _____ shall be billed July 1st for the annual capital charges for that calendar year and 50% of the estimated operating charges for that calendar year;
 - (b) on January 1st of each year, _____ shall be billed the minimum charge or the actual operating charges, whichever is greater, for the prior year (less the paid estimated operating charges);
 - (c) all invoices rendered by Surrey shall be paid by _____ within 30 days of receipt, and
 - (d) for 1995 only, _____ shall be billed for 1995 capital charges and minimum or actual operating charges, whichever is greater, on January 1, 1996.

3. The term of this Agreement shall be for five (5) years commencing on the _____ day of _____, 199____ and terminating on the _____ day of _____, 2000.

4. Either party may terminate this Agreement by giving the other party six (6) months written notice at the above address.
5. Surrey shall be responsible for, have control and custody of and maintain the computers, computer programs and other equipment necessary, and provide the staff to receive and re-transmit the emergency calls emanating from _____.
6. _____ shall provide and maintain sufficient numbers of modems, terminals, printers and other equipment or staff to receive the transmittals from Surrey.
7. _____ will provide Surrey with all information deemed necessary by the Surrey Fire Chief or his designate in order that Surrey may properly provide the Service.
8. _____ agrees that it will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours. By mutual consent, this Agreement may be extended to include the answering of non-emergency and/or business calls, in addition to after hours Public Works related emergency and non-emergency calls. All of the terms and conditions of this Agreement shall apply.
9. Surrey shall retain all voice recordings of emergency calls received from _____ for a period of _____ days and maintain all written records for _____ years. Surrey shall provide _____ with copies of such recordings or records upon request from _____.
10. Surrey shall not be liable for any personal injury or death or other damages or loss whether to persons or property which may be suffered or sustained due to the breakdown, malfunction or failure of the Computer Aided Dispatch equipment, including related

equipment such as telecommunications equipment nor shall Surrey be liable aforesaid for any erroneous or inaccurate information provided by _____, or provided to Surrey by any party using the Service, provided that this Section is not applicable in the case of gross negligence on the part of Surrey.

11. Neither party may assign this Agreement without the written consent of the other.
12. This Agreement may be renewed by the mutual agreement of the parties, including agreement on any changes to the charges set out in Schedule "A."
13. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements whether verbal or written.
14. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF SURREY, (Fire Department))

by its authorized signatories)

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_____)

FIRE CHIEF)

)

_____)

CITY CLERK)

(Fire Department) by its authorized)

signatories)

)

_____)

MAYOR)

)

_____)

CLERK)