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Region of Peel
Working for you

REPORT
Regional Council

DATE: February 22, 2011

REPORT TITLE: **EXECUTION OF THE RENEWAL OF A SERVICE LEVEL AGREEMENT TO PROVIDE AFTER HOURS SERVICE TO THE TOWN OF CALEDON**

FROM: Dan Labrecque, Commissioner of Public Works

RECOMMENDATION

That the Commissioner of Public Works be authorized to execute the renewal of the Service Level Agreement for the After Hours Service provided to the Town of Caledon by Public Works Customer Service.

REPORT HIGHLIGHTS

- Public Works Customer Service provides an after hours service to the Town of Caledon related to the dispatching of emergency By-law and Public Works situations.
- The Region recovers the cost of providing the service from the Town of Caledon.
- The Town of Caledon has provided and maintains the equipment required to maintain two way radio contact between the Region and Town staff.
- The Service Level Agreement between the Town of Caledon and the Region of Peel expired in December 2008.

DISCUSSION

1. Background

In December 1994 the Region of Peel formed an after hours Answering Service that received and dispatched calls and alarms related to Health, Social Service, Finance, Property Management, Public Works and the Town of Caledon. The Answering Service was provided by Public Works Customer Service. The Answering Service answered calls from the public, monitored alarming equipment located in the Public Works Dispatch area and provided support to Region and Town of Caledon staff using two way radios.

The Town of Caledon utilizes a two way radio system that differs from the Region of Peel VCom radio system. The Town installed a radio in the Public Works dispatch area in 1994 which is licensed and maintained by the Town.

In October 2005 the Region of Peel's Corporate Call Centre changed its hours of operation to include an after hours service. The existing after hours service was split between the Public Works Customer Service's Emergency Response Centre and the Corporate Call Centre with Public Works retaining the service provided to Public Works Operational units,

the Town of Caledon and the monitoring of all alarming equipment situated in the Public Works Dispatch area.

Public Works Customer Service provides the after hours service to the Town of Caledon on a cost recovery basis. A fee of $8,000 is recovered based on the Town of Caledon activity volume being two percent of the total after hour activities completed by the Emergency Response Centre.

The Service Level Agreement between the Town and the Region expired in December 2008. Service has continued to be provided on a cost recovery basis since the Service Level Agreement expired while a mutual agreement regarding indemnity could be reached. Given this service level is inter-municipality, Public Works is requesting Council's authorization to renew the agreement to provide the after hours service to the Town of Caledon.

2. Key Service Level Agreement Components

The requirements of the after hours service are outlined in the amended service level agreement and include

- The Region provides the Town of Caledon and its residents after hours answering and dispatch emergency service through its Public Works Emergency Response Centre.
- Such answering and dispatch service is provided for the Town Animal Control, By-law Enforcement and Road Repair services.
- For such purpose, the Town of Caledon provides the Region with current contacts lists for on call available to respond to a dispatch call for each respective service.
- The Town of Caledon will reimburse the Region of Peel the cost of recovering of providing this service based on historical and projected call volume.
- Details of the mutual agreement are included in the attached copy of the Agreement (Appendix I).
- The Region of Peel will provide reports to the Town of Caledon for calls dispatched through the After Hours service, on a monthly basis, to the person directed by the Town to receive such reports.

3. Agreement Effectiveness

Since its formation, the Public Works After Hours Response Centre has provided the Town of Caledon with a reliable emergency dispatching service. Processes and guidelines have been established and the Public Works staff has been trained to respond appropriately.

The cost of providing this service to the Town is recovered by the Region of Peel.

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Given the effectiveness and efficiency of the Region of Peel providing this service to the Town of Caledon it is recommended that the Service Level Agreement between the municipalities be renewed.

Dan Labrecque
Commissioner of Public Works

Approved for Submission:

Janette Smith, Acting for

D. Szwarc, Chief Administrative Officer

For further information regarding this report, please contact Shaun Hewitt, Director Operation Support Division at extension 3243 or via email at shaun.hewitt@peelregion.ca

Authored By: Donna Gagliardi

c. Legislative Services

APPENDIX I
Execution of the Renewal of a Service Level Agreement to Provide After Hours Service to the Town of Caledon
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AGREEMENT

THIS AGREEMENT made as of the day of , 2011.

BETWEEN:

THE REGIONAL MUNICIPALITY OF PEEL

(hereinafter "the Region")

- and –

THE CORPORATION OF THE TOWN OF CALEDON

(hereinafter "the Town")

WHEREAS the Town wishes the Region to provide After Hours Operations Support through its Public Works Department;

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

1. The Region will provide the Town and its residents answering and dispatch emergency service through its Customer Service Centre, during the following hours:

   - Monday through Thursday: 4:30 p.m. to 8:30 a.m. (next day)
   - Friday 4:30 p.m. to Monday 8:30 a.m.
   - Statutory Holidays: 4:30 p.m. to 8:30 a.m. (next day)
   - December 24 from 4:30 p.m. to January 2 8:30 a.m.

2. Such answering and dispatch shall be for the following Town services:

   - Animal Control
   - By-law Enforcement
   - Road repair

3. For such purpose, the Town will provide the Region with up-to-date contact lists of Town staff on-call and available to respond to a dispatch call for each respective service. Any changes to such contacts lists will be provided to the Region in advance of any staff changes.

4. The Town will pay the Region the sum of $8000, based upon a projected volume of 1400 calls for one year. Such sum will be invoiced quarterly.

5. Each party agrees to fully indemnify, save harmless and defend the other, its elected officials, officers, directors, servants, employees, agents, successors and assigns, from and against all claims, demands, actions, losses, damages, suits,

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proceedings, expenses and costs of every nature and kind whatsoever which may arise or be made arising from the provision by the Region of After Hours Operation Support under this agreement save and except those arising as a result of its own negligence and that of its employees, contractors, suppliers, agents, officers, directors and all other persons and other entities for whose acts each party may be liable, or for whom it is responsible in law, arising out of the performance or failure to perform its obligations under this agreement.

6. During the term of this agreement, each party shall maintain in full force and effect at its own expense, the following insurance coverage:

   (1) General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, with coverage including the activities and operations conducted under this agreement. The policies will

      (a) be written on occurrence basis with coverage for any one occurrence of at least $5,000,000.00;

      (b) name the other party as additional insured; and

      (c) contain severability of interests and cross liability clauses.

   (2) Automobile liability coverage in an amount of not less than $5,000,000.00.

7. All policies of insurance shall be:

   (1) written with an insurer licensed to do business in Ontario;

   (2) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the party; and,

   (3) contain an undertaking by the insurers to notify the other party in writing, not less than 60 days before any material change, cancellation, lapse or termination of the policies. When requested the Town shall provide a Certificate of Insurance satisfactory to the party evidencing same.

8. The Region will provide reports of calls dispatched through the After Hours service, on a monthly basis, to the person directed by the Town to receive such reports.

9. This agreement shall continue for a term of one (1) year, to expire on or about January 1, 2012, unless terminated earlier by either party, with reasonable notice. This agreement shall renew automatically unless terminated on three months' notice by either party.

10. Any notice to be given under the terms of this agreement shall be deemed to be sufficiently given if delivered in writing as follows:

APPENDIX I
Execution of the Renewal of a Service Level Agreement to Provide After Hours Service to the Town of Caledon
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In the case of the Region:

The Regional Municipality of Peel
Public Works Customer Service
10 Peel Centre Drive
Brampton, Ontario
L6T 4B9

Attention: Donna Gagliardi
Position: Supervisor, Customer Service
Fax No.: 905-791-0423
Email: donna.gagliardi@peelregion.ca

In the case of the Town:

The Corporation of the Town of Caledon
6311 Old Church Road
Caledon, Ontario
L7C 1J6

Attention: Louis Zidar
Position: Manager, Public Works
Fax No.: 905-584-4325
Email: louis.zidar@caledon.ca

IN WITNESS WHEREOF this Agreement has been duly executed by the parties through their duly authorized signing authorities.

THE REGIONAL MUNICIPALITY OF PEEL

Per: _____

Name:
Position:

Per: _____

Name:
Position:

THE CORPORATION OF THE TOWN OF CALEDON

Per: _____
Marolyn Morrison, Mayor

Per: _____
~~Karen Landry~~, Clerk
Debbie Thompson, Deputy Clerk

Authorized by By-law 2010-158
dated the 14th day of December 2010