

BYLAW No. 2 of 2000

A Bylaw of the Town of Coronach to enter into an agreement with
Moose Jaw and District EMS for Dispatch Services.

WHEREAS the Council of the Town of Coronach deems it desirable to
enter into an agreement with Moose Jaw and District for Dispatch Services, which
includes, but not limited to, the provision of emergency services such as police,
fire and ambulance services, and the dispatch process associated therewith;

NOW, THEREFORE, the Council of the Town of Coronach, in the
Province of Saskatchewan, enacts as follows:

1. It shall be lawful for the Town of Coronach to enter into an agreement
with the Moose Jaw and District for Dispatch Services as outlined in the
agreement.
2. The Mayor and Administrator are hereby authorized to execute the
agreement as incorporated herewith and marked as "Schedule A" to this
bylaw.
3. This Bylaw shall come into force and have effect on the date of its final
Passing thereof.



A handwritten signature in black ink, appearing to be "M. Johnson", written over a horizontal dotted line.

Mayor

A handwritten signature in black ink, appearing to be "M. Johnson", written over a horizontal dotted line.

Administrator

Certified a true copy of
Bylaw No. 2 of 2000 as
adopted by the Council of
the Town of Coronach on the
8th day of August, 2000.



A handwritten signature in black ink, appearing to be "M. Johnson", written over a horizontal dotted line.

Administrator

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Dispatch Services Agreement

BETWEEN:

SOUTH SASKATCHEWAN DISPATCH SERVICE,
a division of Moose Jaw & District EMS

(hereinafter referred to as the "Dispatcher")
OF THE FIRST PART

- and -

(hereinafter referred to as "Municipality")
OF THE SECOND PART

WHEREAS pursuant to the provisions of *The Urban Municipality Act, 1984* and *The Rural Municipality Act, 1989*, a municipal council may authorize the making of an agreement for the performance of any matter or thing that is considered to be a benefit to the municipality including, but not limited to, the provision of emergency services such as police, fire and ambulance services, and the dispatch process associated therewith;

WHEREAS the parties hereto wish to enter into an agreement pursuant to which the Dispatcher will provide specified dispatch service (hereinafter referred to as "Dispatch Service") to the Municipality;

WHEREAS the Dispatcher and the Municipality acknowledge and agree that it is desirable that the Dispatcher provide such specified Dispatch Service to the Municipality as set forth herein;

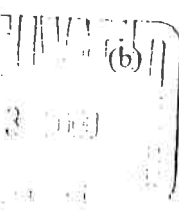
NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

1.00 Definitions

1.01 In this Agreement, unless otherwise provided, the following terms shall have the following meanings:

(a) "Ambulance Services" means those ambulance services to be provided by or to the Municipality pursuant to *The Urban Municipality Act, 1984*, *The Rural Municipality Act, 1989* or *The Health Districts Act*;

(b) "Dispatch" is the process where, after receipt of a 911 call, the Dispatcher is contacted for and provides dispatch of the appropriate emergency service;



- (c) "Fire Services" means those fire services provided either by the Municipality or pursuant to a Fire Mutual Aid Agreement;
- (d) "Force Majeure" means any cause not within the control of the Dispatcher including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions;
- (e) "Resident" means a natural person, who is ordinarily resident within the municipal boundaries of the Municipality; as these boundaries exist from time to time. The population figures provided annually by the Province of Saskatchewan known as the "Municipal Directory" shall be deemed to be the population of the Municipality for the purposes of clause 4.02 herein;
- (f) "Service Area" means that geographic area located within the municipal boundaries of the Municipality, as they exist from time to time;
- (g) "Service Fee" means that amount to be calculated and paid annually by the Municipality to the Dispatcher pursuant to this agreement;
- (h) "Services" means the Fire Services and Ambulance Services.

2.00 Recitals

- 2.01 The recitals hereto shall form an integral part of this agreement and shall be read and construed in accordance herewith.

3.00 Engagement

- 3.01 The Municipality hereby agrees to engage the Dispatcher to provide the Municipality with Dispatch Service.
- 3.02 The Municipality further acknowledges that the Dispatch Service to be provided by the Dispatcher is partially dependant upon information to be provided by the Municipality, and the Dispatcher will not be liable for any failure to deliver Dispatch Service which arises due to inaccurate information provided by the Municipality, SaskTel, and/or the Public Safety Answering Point, or due to necessary information being unavailable from the Municipality, SaskTel, and/or the Public Safety Answering Point.

4.00 Term and Renewal of Agreement

- 4.01 This agreement shall remain in full force and effect for a period of three (3) year(s) from the date hereof and concluding on the 28th day of February A.D. 2003 (hereinafter referred to as the "Term"), unless extended or renewed as provided herein.

4.02 Unless written notice is given at least three (3) month(s) prior to the expiry of the Term or any renewal term, the Term shall be automatically renewed for a further period of three (3) year(s) commencing on the day immediately following the last day of the Term or the day immediately following the last day of any renewal term, as the case may be, and all of the other terms and conditions of this agreement shall remain in full force and effect.

5.00 Fee

5.01 The Municipality shall pay to the Dispatcher the Service Fee as calculated in clause 5.02 in accordance with the following schedule:

- (a) by way of equal monthly instalments payable on or before the last day of each month consecutively during the Term hereof.

5.02 The Service Fee paid by the Municipality during the Term of this agreement shall be as follows:

- (a) for each year \$2.35 per resident of the Municipality per annum;
- (b) for any partial year during the term of this agreement the fee shall be calculated by the following formula: Days of year service is to be provided/365 x annual service fee = partial year fee.

6.00 Covenants

6.01 The Dispatcher covenants and agrees with the Municipality:

- (a) to provide the Dispatch Service on a year round, 24 hours per day, seven (7) days per week, basis during the Term of this agreement in respect of all 911 calls received by the Dispatcher and originating within the Service Area;
- (b) to maintain and ensure the consistent delivery of quality Dispatch Service to the complete satisfaction of the Municipality at all times, and in so doing to implement such quality control devices as the parties may jointly determine;
- (c) to work with the Municipality to develop appropriate performance measurements in respect of the provision of Ambulance Services and Fire Services;
- (d) to keep and maintain proper records with respect to the provision of the Dispatch Service including total calls received, and any other information the parties may jointly determine; and
- (e) to not assign or transfer this agreement to any other person nor make any sub-contracts with any other person for the execution of any part of its obligations under this agreement without the prior written consent of the Municipality.

6.02 The Municipality covenants and agrees with the Dispatcher:

- (a) to be responsible to provide copies of maps indicating service boundaries and occupancies as requested by the Dispatcher;
- (b) to give written notice of no less than ninety (90) days of any changes to service;
- (c) to given written notice by fax, e-mail or mail of changes to service levels; and
- (d) to accept this contract as invoice for schedule of payments.

7.00 Force Majeure

7.01 The Dispatcher shall not be liable to the Municipality for any failure of or delay in the performance of its obligations hereunder not be deemed to be in breach of this agreement, if such failure or delay has arisen from "Force Majeure".

7.02 Where the Dispatcher is prevented from carrying out its obligations hereunder due to Force Majeure, the Dispatcher shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Municipality and the Dispatcher shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

8.00 Waiver

8.01 No consent or waiver, express or implied, by either party for any breach or default by the other party in the performance of the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver for any other breach or default in the performance or obligations hereunder by such party. Failure on the part of either party to complain or any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall constitute a waiver by such party of its rights hereunder.

9.00 Unenforceability

9.01 If any term, covenant or condition of the agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

10.00 Entire Agreement

10.01 This agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and

there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this agreement or the subject matter hereof except as specifically set forth herein.

11.00 Conflict Resolution

11.01 In the event that any matter shall be in dispute with respect to this agreement, then such matter in dispute shall be resolved in the following manner:

- (a) initially the parties shall attempt to resolve the matters in dispute by way of negotiation;
- (b) in the event that the matter in dispute cannot be resolved by way of negotiation, the parties shall appoint a mediator and shall take appropriate steps to resolve the matter in dispute by way of mediation;
- (c) in the event that the matter in dispute cannot be resolved through the mediation process, then either party shall refer the matter to arbitration and the arbitration shall be conducted pursuant to the provisions of *The Arbitration Act 1992* for the Province of Saskatchewan.

12.00 Amendments

12.01 This agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

13.00 Further Assurances

13.01 The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this agreement in accordance with their true intent.

14.00 Notices

14.01 Whether or not so stipulated herein, all notices, communication, requests and statements required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. A personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) By telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that

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address set out herein. Notice so served shall be deemed received on the earlier of:

- (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission of answer back confirmation thereof; or
- (c) By mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

14.02 Except as otherwise provided herein, notice required to be given pursuant to this agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, twenty-four (24) hours after same has been sent by facsimile with receipt confirmed, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:

- (a) Dispatcher at:
 777 High Street West
 Moose Jaw, Saskatchewan
 S6H 1T7
 Telephone: (306) 694-2151
 Facsimile: (306) 692-0236
 Attention: Ron Dufresne

(b) Municipality of _____

or to such other address as each party may from time to time direct in writing.

15.00 Headings

15.01 The headings in the agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this agreement or any provision hereof.

16.00 Assignment

16.01 Subject to the provisions of clause 6.01(e), this agreement shall not be assignable by either party to any other person, firm or corporation without the prior written consent of the other party.

17.00 Enurement

17.01 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

18.00 Governing Law and Submission to Jurisdiction

18.01 This agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the Dispatcher has hereunto executed this agreement by the hands of its proper signing officers in that behalf this _____ day of _____, A.D. 20____.

**SOUTH SASKATCHEWAN DISPATCH SERVICE,
a division of Moose Jaw & District EMS**

Per: _____

Per: _____

(seal)

IN WITNESS WHEREOF the Municipality has hereunto executed this agreement by the hands of its proper signing officers in that behalf this _____ day of _____, A.D. 20____.

MUNICIPALITY OF _____

Per: _____

Per: _____

(seal)