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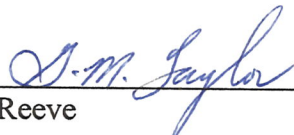
## Rural Municipality of Eldon No. 471

### BYLAW No. 6/2001

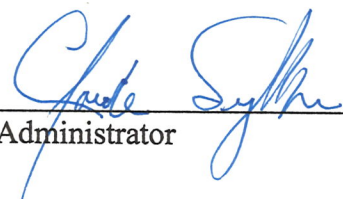
#### A BYLAW TO PROVIDE FOR THE ENTERING INTO AN AGREEMENT FOR DISPATCH SERVICES

The Council of the Rural Municipality of Eldon No. 471, in the Province of Saskatchewan, enacts as follows:


1. The Rural Municipality of Eldon No. 471 is hereby authorized to enter into an agreement with City of Prince Albert, the terms of which are attached hereto and marked "Exhibit A", for dispatch services.
2. The Reeve and Administrator of the Rural Municipality of Eldon No. 471 are hereby authorized to sign and execute the attached agreement, the terms of which are set out in "Exhibit A" as attached hereto and forming part of this bylaw.

  
Reeve

(SEAL)

  
Administrator

Certified a true copy of  
Bylaw No. 6/2001 adopted by  
resolution on the 20<sup>th</sup> day of June, 2001

  
Administrator

## DISPATCH SERVICES AGREEMENT

**THIS AGREEMENT** made in duplicate effective this **1st** day of **January 2002**

**BETWEEN:**

**THE CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan, (hereinafter referred to as "Emergency Communications Center").

--and--

**RM of ELDON NO 471**

(hereinafter referred to as "the Municipality").

**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 service 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;

**WHEREAS** the parties hereto wish to enter into an agreement pursuant to which the Emergency Communications Center will provide specified dispatch services (hereinafter referred to as "Dispatch Services") to the Municipality; and

**WHEREAS** the Emergency Communications Center and the Municipality acknowledge and agree that it is desirable that the Emergency Communications Center provide such specified Dispatch Services to the Municipality as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

1. The preamble hereto shall form an integral part of this agreement.

**Definitions**

2. In this agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:
  - (a) "Dispatch" is a process where, after receipt of a 9-1-1 call, an appropriate emergency response agency is contacted for response and the 9-1-1 operator may stay on line with the caller if required until such time as the emergency response agency has arrived on the scene;

## Renewal

6. Unless written notice is given at least six (6) months prior to the expiry of the term or any renewal term, the term shall be automatically renewed for a further period of one (1) year 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.

## Service Fee

7. The Municipality shall pay to the Emergency Communications Center the annual service fee as calculated in Paragraph 8 in accordance with the following schedule:
  - (a) For each full calendar year, payment is due and payable in advance with each annual payment due no later than January 30<sup>th</sup> of the calendar year in which Dispatch Services were provided.
  - (b) If that period is of duration of less than one calendar year, payment will be due within 60 days of commencement of the Dispatch Services.

## Service Fee Calculation

8. The service fees paid by the Municipality during the term of this agreement shall be as follows:
  - (a) For the year 2002 \$1.50 per resident within the Service Area
  - (b) For each of the years 2003, 2004, the service fee for the previous calendar year plus a percentage increase equal to the Consumer Price Index (Regina) average increase, if any, for the twelve month period ending June 30<sup>th</sup> of the previous calendar year
  - (c) 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).

## Covenants of Emergency Communications Center

9. The Emergency Communications Center covenants and agrees with the Municipality:
  - (a) To provide the Emergency Dispatch Services to all municipal emergency response services on a year round, 24 hours per day, seven (7) days per week, basis during the term of this agreement in respect of all 9-1-1 calls originating within the Service Area;
  - (b) To keep and maintain proper records with respect to the provision of the Dispatch Services including total calls received, and any other information the parties may jointly determine;



### **Unenforceability**

14. 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.

### **Entire Agreement**

15. 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.

### **Conflict Resolution**

16. 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 can 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.

### **Amendments**

17. 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.

### **Further Assurances**

18. 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.

commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed received unless actually received.

21. 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, 48 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) City of Prince Albert Emergency Communications Center at: 1084 Central Avenue, Prince Albert, Sask. S6V 7P3
  - (b) Telephone: (306) 953-4211 Fax (306) 953-4212  
Attention: Manager
  - (c) at Municipality of R.M. of Eldon No. 471  
Telephone: 893-2391, Fax: 893-4644  
Attention: Claude Sylvestre, Administrator

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

### **Headings**

22. 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.

### **Termination**

23. Either party may terminate this agreement by providing the other with 90 days notice subject to the conditions outlined in Section 20.

### **Enurement**

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

### **Governing Law and Submission to Jurisdiction**

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