

BYLAW NO 03/16

**A BYLAW OF THE TOWN OF HANLEY TO PROVIDE FOR ENTERING INTO  
AN AGREEMENT WITH THE CITY OF PRINCE ALBERT TO PROVIDE FOR  
EMERGENCY COMMUNICATIONS PURSUANT TO *THE MUNICIPALITIES  
ACT***

The Council of the Town of Hanley, in the Province of Saskatchewan enacts as follows:

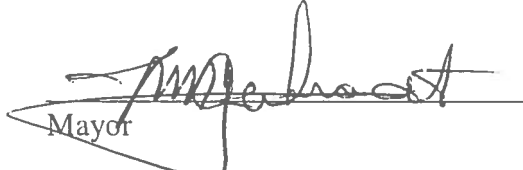
1. PURPOSE

The purpose of this bylaw is to enable the council to enter an agreement with The City of Prince Albert, being responsible for the operations of Provincial Emergency Communications Centre operating in Prince Albert.

2. TERMS OF AGREEMENT

The terms of the agreement are defined in the agreement which is identified as Schedule "A" and is attached to and forms part of this bylaw.



  
Mayor

  
Administrator



Certified to be a true copy of Bylaw No. 03/16 adopted by the council of the Town of Hanley on the 8th day of February, 2016.

{SEAL}  Administrator

THIS AGREEMENT made in duplicate as of this 9<sup>th</sup> day of December, 2015

BETWEEN:

**THE CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan, being responsible for the operations of Provincial Emergency Communications Centre operating in Prince Albert (hereinafter referred to as "P-ECC").

--and--

~~TOWN OF~~  
**THE VILLAGE OF HANLEY**

iOL

(hereinafter referred to as the Municipality)

**WHEREAS** pursuant to the provisions of The Cities Act and The Municipalities Act, 2005, 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 P-ECC will provide specified dispatch services (hereinafter referred to as "Dispatch Services") to the Municipality; and

**WHEREAS** the P-ECC and the Municipality acknowledge and agree that it is desirable that the P-ECC 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;

- (b) “Dispatch Services” means those services provided by P-ECC to the Municipality.
- (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 P-ECC 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 calculating the Service Fee;
- (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 P-ECC pursuant to this agreement.

### **Engagement**

- 3. The Municipality hereby agrees to engage the P-ECC to provide the Municipality with Dispatch Services. P-ECC agrees to provide the Dispatch Services as long as the Municipality is not in default of this Agreement.
- 4. The Municipality acknowledges that:
  - (a) the delivery of the Dispatch Services to be provided by P-ECC is dependent upon information provided by the Municipality, Fire Service and or local authority. The P-ECC will not be liable for any failure to deliver said services, which arises due to inaccurate information provided by same;
  - (b) the delivery of the Dispatch Services is also dependent upon necessary information being available from telephone services providers (Eg. Sasktel). The P-ECC will not be liable for any failure to deliver said services, which arises due to inaccurate information provided by same.

### **Term of the Agreement**

- 5. This Agreement shall be effective October 28, 2015 and remain in full force for the ensuing period concluding on December 31, 2015 and thereafter shall automatically

renew from year to year (hereinafter referred to as "the term") unless terminated as provided herein. All terms of this agreement shall remain in effect unless written notice of termination has been received as hereinafter provided.

### **Amendments**

6. This agreement in its entirety may be altered or amended as necessary to reflect the spirit if the service provided when such amendments are agreed to in writing by both parties.

### **Termination**

7. Either party may terminate this agreement at any time by providing the other with 120 days written notice, provided that P-ECC may terminate this Agreement upon 30 days' notice in the event of default of payment by the Municipality.

### **Service Fee**

8. The Municipality shall pay to the P-ECC the annual service fee for the year 2015 and each subsequent year, a charge of \$1.25 per the total number of service users within the communities identified as the Service Area described in Schedule "A" (the "per capita charge") on the following terms and conditions, specifically:
  - (a) Payment for services covered by the contract period, are due and payable, in advance, for each year of service by no later than January 31<sup>st</sup> in the year for which services are being invoiced provided where the Agreement commences subsequent to January 1<sup>st</sup> in a given year that the annual payment for the first year shall be adjusted accordingly and payable at the commencement of the term for that year;
  - (b) For each renewal period, invoicing shall be issued in December immediately preceding the year for which services are to be provided, it being understood and agreed that the annual service fee shall be calculated based on the most current census listing as determined by the Ministry of Municipal Affairs for the Service Area.
  - (c) P-ECC may adjust the per capita charge for any given year relating to services to be rendered provided that P-ECC shall give notice of an increase in writing at least 90 days prior to January 1<sup>st</sup> of the year for which the services are to be rendered and further provided any such increase will not exceed the annual percentage increase as identified by the Bank of Canada's Consumer Price Index established in the previous year.
  - (c) In the event of termination, P-ECC shall be obligated to refund the Municipality that portion of the annual service fee paid in advance for any given year paid in

respect to services which will no longer are provided effective the date of termination.

### **Mutual Covenants**

9. (a) The P-ECC covenants and agrees:

(i) To provide Dispatch Services to municipalities fire service on a continual basis, 24 hours per day, seven (7) days per week.

(ii) 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;

(b) The Municipality covenants and agrees:

(i) To be responsible to allow public information relating to Enhanced 9-1-1 services to be available in the Service Area;

(ii) To provide without cost to the P-ECC copies of maps indicating service boundaries and occupancies as requested by the P-ECC

(iii) To give written notice by fax, email, or mail of changes to service levels including staff rosters, personnel and equipment;

(iv) To exert reasonable efforts in providing required information in a timely manner which will enable the Emergency Communications Center to effectively deliver the Dispatch Services;

(v) To install and maintain a functional alerting system for the sole purpose of emergency dispatching and that the P-ECC will be the primary user of this system.

### **Acknowledgement Clause**

10. The Municipality acknowledges that uninterrupted operation of the service cannot be guaranteed. The P-ECC has developed redundancy by means of a business continuity plan (BCP) and back up site capability. The BCP is not infallible and unavoidable catastrophes or any other cause or event of any kind beyond the control of P-ECC may cause interruption in the service.

### **Disclaimer**

11. P-ECC shall not be liable to the Municipality, its officers, employees, agents, contractors, subcontractors, invitees or licensees whether in contract or tort, for any property damage

or any injury to or for the death of any person which may arise out of or be consequence of the service except for damages caused by the negligence of P-ECC's employees.

### **Force Majeure**

12. The P-ECC shall not be liable to the Municipality for any failure of or delay in the performance of its obligations and hereunder not be deemed to be in breach of this agreement, if such failure or delay has arisen from "Force Majeure."
13. Where the P-ECC is prevented from carrying out its obligations hereunder due to Force Majeure, the P-ECC shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Municipality and P-ECC shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

### **Conflict Resolution**

14. 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.

### **Indemnification Clause**

15. The Municipality agrees that it shall indemnify and save harmless the P-ECC from all claims, actions, demands, injuries, damages, losses, costs or other proceedings whatsoever and by whomsoever made, including its officers, managers, invitees, licensees, employees, servants, volunteers or agents, which may be brought or prosecuted:
  - (a) Arising out of any breach, violation or non performance of any covenant or provision hereof on the part of the Municipality;
  - (b) With respect to any injury, death or damage resulting from the negligence and/or willful acts of the Municipality;

- (c) With respect to any damage that may be sustained by reason of any reasonable temporary suspension, interruption or discontinuance in whole or in part from whatever cause arising in respect of services supplied by the P-ECC.

15.1 The P-ECC agrees that it shall indemnify and save harmless the Municipality from all claims, actions, demands, injuries, damages, losses, costs or other proceedings whatsoever and by whomsoever made, including its officers, managers, invitees, licensees, employees, servants, volunteers or agents, which may be brought or prosecuted:

- a) Arising out of any breach, violation or non performance of any covenant or provision hereof on the part of the P-ECC;
- b) With respect to any injury, death or damage resulting from the negligence and/or willful acts of the P-ECC.

### **Waiver**

16. 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. Failure on the part of either party to notify 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.

### **Unenforceability**

17. 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.

### **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.

## Notices

19. 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 fax 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 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 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 received unless actually received.
20. 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, Provincial Emergency Communications Centre  
1084 Central Ave, Prince Albert SK, S6V 7P3  
Attention: Manager  
  
Telephone: (306) 953-4982  
Fax: (306) 953-4212
  - (b) ~~Town~~ Village of Hanley  
Box 270, Hanley SK, S0G 2E0  
  
Telephone: (306) 544-2223  
Fax: (306) 544-2261

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



### **Entire Agreement**

21. 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.

### **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.

### **Enurement**

23. 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**


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


### **Effective Date**

25. Notwithstanding the date of execution hereof, the effective date of this Agreement shall be October 28, 2015.

IN WITNESS WHEREOF the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duty authorized this 9<sup>th</sup> day of December, AD, 2015.

CITY OF PRINCE ALBERT


  
MAYOR

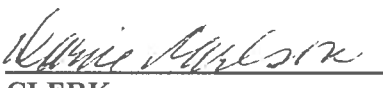
  
CITY CLERK

IN WITNESS WHEREOF the <sup>Town</sup> ~~Village~~ of Hanley has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duty authorized this 30<sup>th</sup> day of January, AD, 2015.<sup>6</sup>

TOWN <sup>DC</sup>  
VILLAGE OF HANLEY



  
MAYOR

  
~~CLERK~~  
CHIEF ADMINISTRATIVE  
OFFICER

## Schedule "A"

Communities covered:

Town  
~~Village~~ of Hanley  
DE

Population: 522

Population as at December 2011 census