

BYLAW 2021-2

RURAL MUNICIPALITY OF GARRY # 245

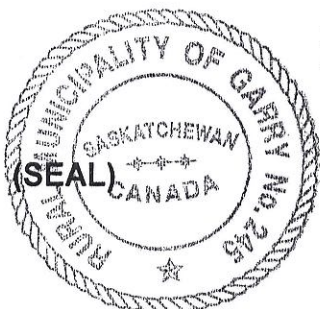
A BYLAW TO AUTHORIZE ENTERING INTO A FIRE DISPATCH SERVICES CONTRACT WITH THE SASKATCHEWAN PUBLIC SAFETY AGENCY


The Council of the Rural Municipality of Garry # 245 in the Province of Saskatchewan enacts as follows:

The Rural Municipality of Garry No. 245 is hereby authorized to enter into a contract, attached hereto and forming part of this bylaw, and identified as "Exhibit A", for the purposes stated in the agreement.

The Administrator of the Rural Municipality of Garry No. 245 is hereby authorized to sign and execute the attached contract identified as "Exhibit A".

Bylaw 2010-6 and agreements thereto are herein repealed.




Reeve – Allan Polegi


Administrator – Tanis Ferguson



Certified a true copy of Bylaw 2021-2
Adopted by resolution of council
January 12, 2021


Administrator – Tanis Ferguson

**SASKATCHEWAN PUBLIC SAFETY AGENCY
FIRE DISPATCH SERVICES**

THIS AGREEMENT made this 1st day of December 2020

BETWEEN:

SASKATCHEWAN PUBLIC SAFETY AGENCY (the "Agency")

- and -

Garry RM 245 - a municipal corporation duly incorporated pursuant to the laws of the Province of Saskatchewan (the "**Municipality**")

WHEREAS:

The Municipality wishes to acquire from the Agency and the Agency wishes to provide to the Municipality certain dispatching services for fire services.

In consideration of the mutual promises contained herein the parties agree as follows:

ARTICLE I - INTERPRETATION

1.1 In this Agreement and schedules:

- (a) "**911 Call**" means an emergency telephone call placed to a PSAP by means of dialing the telephone digits 911;
- (b) "**CanOps**" means Canadian Public Safety Operations Organization.
- (c) "**Confidential Information**" has the meaning given in Section 7.1;
- (d) "**Dispatch**" is a process where, after receipt of a 911 Call, the appropriate ESP is contacted for response to the 911 Call;
- (e) "**Dispatch Services**" means certain services related to the dispatch of Fire Services within the Service Area, as more particularly described in Schedule "A" attached hereto;

ARTICLE II – SERVICES

2.1 The Agency agrees to provide to the Municipality Dispatch Services for the Term.

(a) The Municipality covenants and agrees:

- i. To be responsible to allow public information relating to Enhanced 911 services to be available in the Service Area;
- ii. To provide, without cost to the Agency, copies of maps indicating service boundaries and occupancies as requested by the Agency;
Request or notices will be sent to:
Email address: peccupdates@pa911.com
Or Mail to: PECC
Box 5000
Prince Albert, SK S6V 5S7
Fax to: 306-953-4212
- 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 Agency to effectively deliver the Dispatch Services;
- v. To install and maintain a functional alerting system for the sole purpose of emergency dispatching and that will be the primary user of this system.
- vi. Participate in the Provincial Public Safety Radio Program (PPSTN) for radio communication.

2.2 The Agency may deliver the Dispatch Services noted in this Agreement directly or indirectly through a sub-contractor. As of the signing of this Agreement, the Agency has an agreement with CanOps for the operations of the Prince Albert Public Safety Answering Point, which will deliver some or all of the Dispatch Services noted in this Agreement.

2.5 The Agency shall immediately notify the Municipality in writing if the requirements of this Agreement cannot be met by it.

2.6 Any amendments to the Dispatch Services shall be in accordance with Schedule "B". All amendments must be in writing and signed by the Agency and the Municipality.

ARTICLE V – INTERRUPTIONS AND DELAYS

- 5.1 It is understood and agreed that the Agency will provide the Dispatch Services to the Municipality in accordance with the standards set out in Schedule “A”.
- 5.2 The Agency will have in place and continually maintain a business continuity plan to address disruptions that impair the Agency’s ability to deliver the Dispatch Services under this Agreement.
- 5.3 The Agency will not be liable for any default or delay in the performance of the Dispatch Services to the extent that such default or delay is caused directly or indirectly, by forces of nature, natural disaster, disease, epidemic, acts of war, terrorism, riots, civil disorder, rebellions or revolutions or by any other event or circumstance that is beyond the reasonable control of the Agency. The Agency will be excused from any further performance of its obligations as long as such circumstance giving rise to the default or delay continues and the Agency continues to use commercially reasonable efforts to recommence performance

ARTICLE VI - INDEMNITY AND LIABILITY

- 6.1 The Municipality, shall indemnify and save harmless the Agency, its officers, employees, agents, contractors and subcontractors from and against any and all claims, actions, suits, demands or other proceedings which may result or be brought or made by reason of any act or omission of the Municipality, its officers, employees, agents and contractors or which relate to or arise from the performance of the Municipality’s obligations under this Agreement.
- 6.2 The Agency’s maximum, aggregate liability to the Municipality under this Agreement is limited to direct damages in an amount not to exceed the amounts the Municipality was required to pay for the Dispatch Services during the 12 months before the incident giving rise to the claim. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages however caused on any theory of liability.
- 6.3 Clause 6.1 and 6.2 shall survive the expiration or termination of this Agreement.

ARTICLE VIII - DISPUTE RESOLUTION PROCESS

- 8.1 Prior to proceeding to arbitration of any dispute, difference or question pursuant to this Article IX, the parties shall undertake a dispute resolution process, on a basis acceptable to both parties, to try to resolve the dispute, difference or question.
- 8.2 Except as otherwise provided in this Agreement, any dispute shall first be attempted to be resolved by the parties. If the parties do not agree on a resolution within thirty (30) days of being communicated between the parties, the matter shall be referred for mandatory mediation under clause 8.3.
- 8.3 Before any dispute proceeds to arbitration, the parties must engage, in good faith, in mediation with a qualified mediator. The terms of reference of the mediation must require that in the event that the dispute is not settled by the parties through the mediation, the mediator must prepare a report for the parties setting out the issues relating to the dispute on which the parties could not agree, and those issues as set out in the report shall be the matters to be dealt with should the matter be referred to arbitration pursuant to Section 8.4.
- 8.4 If the parties are not able to resolve a dispute by mutual agreement or by mediation under clause 8.3 within ninety (90) days of being communicated between the parties, either party may refer the Dispute to binding arbitration under *The Arbitration Act, 1992*. Neither party shall refer a matter to arbitration until the matter has been escalated as set out in this Article IX, provided that, either party may refer a matter to arbitration immediately if the other party is not participating, in good faith and within reasonable times, in the dispute resolution process. Where there is a controversy concerning this Agreement which is not otherwise a dispute, the parties may voluntarily agree, by separate written agreement signed by each of them to submit the matter to arbitration.

ARTICLE IX - TERM OF AGREEMENT

- 9.1 Subject to this Article IX, this Agreement commenced on January 1, 2021 and shall remain in full force until December 31, 2021 (hereinafter referred to as the "**Term**"). The Term shall be automatically extended for additional one-year terms thereafter, unless sooner terminated under any provision herein provided.
- 9.2 This Agreement may be terminated by either party without cause by giving at least 180-day written notice of termination

- 11.3 Any notice or communication given by hand delivery is to be deemed to have been given and received on the date of delivery. Any notice or communication sent by registered mail is to be deemed to have been given and received five (5) days after the date of mailing in Canada. Either party hereto may change its address for service at any time by notice in writing given to the other party in accordance with this Article XI.

ARTICLE XII - GENERAL

- 12.1 The failure on the part of either party hereto to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter. The exercise by a party of any right under this Agreement shall not prejudice any other right or remedy available to it.
- 12.2 This Agreement shall constitute the entire Agreement between the parties and there are no further or other understandings or agreements, written or verbal, in effect between the two parties, relating to the subject matter hereof.
- 12.3 The insertion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include both genders.
- 12.4 This Agreement is to be governed by and construed in accordance with the laws of the Province of Saskatchewan.

Schedule "A"

Dispatch Services

The Agency shall provide Dispatch Services, to the Municipality on a continual basis 24 hours a day, 7 days a week, 365 days of the year. The Dispatch Services include:

- Emergency Fire/Rescue call processing
- Notification of responders
- Resource assistance requests
- Scheduled on-scene accountability and status checks
- On-going event communication and recording

Other services that the Agency shall provide include:

- Dispatch reporting via computer aided dispatch systems at the conclusion of every incident
- CAD to FDM interface
- Apparatus management, as per the Provincial Naming Standards
- Management of staff and specialized callouts via PSAP standard processes.
- Database storage for department resource information, as supplied by the client
- Alerting system testing
- Control Burn reporting program

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 from time to time.

Garry RM 245

Contract No.: REC00353

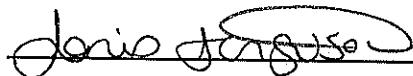
Amendment No.: 1

Contract Amendment(s):

- 'Article III – Funding Section 3.1' is amended as follows:
- "Effective January 1, 2022 the Municipality shall pay the Agency for the provision of Dispatch Services a fee in the amount stated in the table below per Resident (the "Per Capita Charge"), plus GST, within the Service Area per calendar year (in the aggregate, the "Service Fee")."

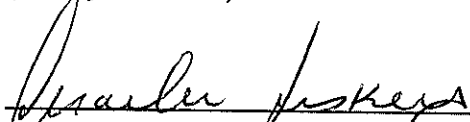
January 2022	\$1.50 per capita
January 2023	\$1.75 per capita
January 2024	\$2.00 per capita

All other clauses remain as outlined in the original contract #REC00353.



Contractor/Consultant
(Garry RM 245)

14 Sep 2021
Date: DD Month YYYY



Saskatchewan Public Safety Agency

30/09/2021
Date: DD Month YYYY