

E 9-1-1 CALL ANSWER AND DISPATCH SERVICES AGREEMENT

THIS AGREEMENT entered into this 23RD day of JUNE, A.D., 1999

BETWEEN: **THE TOWN OF TABER**, a Municipal Corporation
Established and existing pursuant to the laws of the
Province of Alberta, (hereinafter referred to as "**the
Operator**")

OF THE FIRST PART

AND -

The MUNICIPAL DISTRICT OF TABER NO. 14 (MD), THE TOWN OF TABER, THE TOWN OF VAUXHALL, AND THE VILLAGE OF BARNWELL, Municipal Corporations established and existing pursuant to the **Laws of the Province of Alberta** (hereinafter referred to as "the Municipalities")

OF THE SECOND PART

WHEREAS pursuant to the provisions of Section 54 of the *Municipal Government Act*, R.S.A. 1994 c.M-26. 1, a municipality may provide any service or thing that it provides in all or a part of the municipality in other municipal authorities with the agreement of the other municipal authorities; and

WHEREAS the Municipalities have entered into or intend to enter into an agreement with TELUS Communications Inc., (hereinafter referred as "**the TELUS Agreement**") to provide the Municipalities' residents with access to emergency services via an enhanced 9-1-1 Service (hereinafter referred to as "**the E 9-1-1 Service**"); and

WHEREAS under the terms of the TELUS Agreement, the Municipalities are responsible for providing and operating a Call Answer Centre (hereinafter referred to as "the Call Answer Centre") for the redirecting and transferring of emergency calls originating within the boundaries of the Municipalities to Emergency Response Agencies servicing the Municipalities; and

WHEREAS the Operator has entered into or intends to enter into an Agreement with TELUS Communications Inc. similar to the TELUS Agreement entered into by the Municipalities, and the Operator under the terms of its Agreement with TELUS Communications Inc. will be operating a Call Answer Centre for redirecting and transferring emergency calls within the Town of Taber to Emergency Response Agencies serving the Town of Taber; and

WHEREAS the Operator will also offer services defined as "Dispatch Services" as indicated in Schedule "A" attached; and

WHEREAS the Operator is prepared to make the services of the Town of Taber's Call Answer Centre and Dispatch Services, available to the Municipalities and the Municipalities wish to have the Operator provide these services to the Municipalities on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and Agreements hereinafter set forth, the parties hereto covenant and agree with each other, as follows:

ARTICLE I

1.1 DEFINITIONS

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

1.1.1 **'Services Area'** means that geographic area located within the municipal boundaries of the Municipalities, as they exist from time to time.

1.1.2 **'Municipal Service Fee'** means that amount to be calculated by TELUS and paid monthly by TELUS to the Operator on behalf of the Municipalities based upon the following calculation:

Municipal Service Fee = number of telephone lines X thirty-seven (37) cents per month, (less applicable taxes, i.e. GST) per telephone line based on TELUS's ability to collect the monthly fee from the subscriber.

1.1.3 **'E 9-1-1 Service'** means the receipt of all 9-1-1 calls originating in the Service Area and the transfer of such calls to the appropriate Emergency Response Agency in the Municipalities for response in accordance with the standard operating procedure of the Operator in that regard in existence from time to time.

The Operator shall supply the Municipalities with current copies of all applicable standard operating procedures for the Call Answer and Dispatch Centre and any future amendments to them.

ARTICLE
11

ENGAGEMENT

The Municipalities hereby engage the Operator to provide the services of the Operator's Call Answer and Dispatch Centre to the Municipalities, and the Operator agrees to provide these services to the Municipalities on the terms set out in this Agreement.

TERM OF AGREEMENT

This Agreement shall remain in full force and effect for an indefinite term (**'the term'**) until terminated by either party to this Agreement by giving written notice to the other party to take effect six (6) months after delivery of such notice.

**MUNICIPAL SERVICE
FEE**

The Municipalities hereby assign and transfer to the Operator the Municipal Service Fee which would otherwise be payable to the Municipalities by TELUS Communications Inc., and the Municipalities shall provide a direction in writing to TELUS Communications Inc. to pay the Municipal Service Fee directly to the Operator.

ARTICLE III

**COVENANTS OF THE
OPERATOR**

The Operator Covenants and agrees with the Municipalities as follows:

- 3.1.1 to provide and operate the Call Answer and Dispatch Centre on a year round twenty-four (24) hours per day, seven (7) days per week basis during the Term in respect of all E 9-1 -1 calls originating with the Service Area; and
- 3.1.2 to keep and maintain proper records with respect to the operation of the Call Answer and Dispatch Centre, including total calls received from the Service Area, the manner in which received calls have been dealt with and any other information which the parties may jointly determine.

ARTICLE IV

4.1 **COVENANTS OF** the Municipalities

The Municipalities covenant and agree with the Operator as follows:

- 4.1.1 the Municipalities shall be solely responsible for the development of all public information relating to the E 9-1-1 Service available in the Service Area at the Municipalities sole expense, and prior to releasing such public information the Municipalities shall obtain the Operator's written approval for the release of this information;
- 4.1.2 that any expense incurred by the Operator to provide enhanced or specialized services to accommodate the specific need of each party of the Municipalities shall be paid by that specific party;
- 4.1.3 that any capital expense incurred for upgrades required to provide a common service for everyone shall be shared on a per capita basis, subject to negotiations as indicated in Article 6.5 FURTHER ASSURANCE;
- 4.1.4 the Municipalities acknowledge and agree that the Operator's ability to provide the services to the Municipalities within the Service Area as set out in this Agreement will be subject to the performance by the Municipalities of all of its obligations and understandings as set out in the TELUS Agreement, the Municipalities shall indemnify and shall save the Operator harmless from any loss, damage, cost or expense of any nature arising directly or indirectly as a result of the failure of the Municipalities to perform its obligations under the TELUS Agreement or the Operator under this Agreement;
- 4.1.5 The Municipalities shall indemnify and save harmless the Operator from all liabilities, fines, suits, demands and actions of any kind or nature which may be brought against the Operator, its' agents or employees, whether arising by reason of any breach, violation or non performance by the Municipalities of any of the covenants, terms or provisions hereof, or arising by reason of neglect of the Municipalities, its' agents or employees, or the Operator and its' agents or employees.

ARTICLE V

5 ARBITRATION

In the event that a dispute arises between the parties hereto pursuant to this Agreement such dispute shall be determined by arbitration in accordance with the *Arbitration Act (Alberta)*.

ARTICLE VI

FORCE MAJEURE

The Operator shall not be liable to the Municipalities for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the Operator 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, orders of acts of military authorities, civil disturbances and explosions.

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

WAIVER

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party herein. Failure on the part of either party to complain of 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 not constitute a waiver by such party of its rights herein.

ENTIRE
AGREEMENT

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.

AMENDMENTS

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

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. This shall include, but not be limited to, full negotiations by all parties to this Agreement on any issues regarding change.

NOTICES

Any notice required or permitted to be given or delivered herein by the parties shall be in writing and shall be deemed to have been properly given if either delivered to or sent by registered mail addressed to the party at the following addresses:

- (a) The Operator, being:
Town of Taber
4900 A - 50 Street
Taber, AB T1G 1T1

Attention: Mr. Ken D. Mundy, Town Manager

- (b) The Municipalities, being:
- (i) Municipal District of Taber No. 14
4900 B - 50 Street
Taber, AB T1G 1T2

Attention: Mr. C. F. Schile, Municipal Administrator

- (ii) Town of Taber 4900
A - 50 Street Taber,
AB T I G 1 T I

Attention: Mr. Ken D. Mundy, Town Manager

- (iii) Town of Vauxhall
Box 509
Vauxhall, AS TOK 2KO

Attention: Mr. Walter Hornby, Municipal Administrator

- (iv) **Village of Barnwell**
Box 1 **59**
Barnwell, AB TOK **OBO**

Attention: Mrs. Wendy Bateman, **Administrator**

or such other address that the parties may notify the other party of, in writing. Any notice so given or delivered shall be deemed to have been received on the date which it was delivered and any notice sent by registered mail shall be deemed to have been received four (4) days after mailing; provided however that if there is any interruption in normal Post Office delivery by reason of strike, lockout or labour declaration of work-to- rule such notice shall be delivered as aforesaid.

HEADINGS

The headings in this 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 provisions thereof.

SINGULAR, PLURAL AND GENDER

Whenever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

ASSIGNMENT

This Agreement shall not be assignable by either party or any other person firm or corporation without prior written consent of the other party.

6.10 ENUREMENT

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

GOVERNING LAW AND SUBMISSION TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereby submit to the jurisdiction of the Courts in the Province of Alberta.

6.1 2 SURVIVAL

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnesseth by the hand or hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

**FOR THE OPERATOR
THE TOWN OF TABER**

PER:

MAYOR

PER:

TOWN MANAGER

FOR THE MUNICIPALITIES

MUNICIPAL DISTRICT OF TABER NO. 14

REEVE PER:

@

ADMINISTRATOR

SCHEDULE "A"

CALL ANSWER CENTRE AND DISPATCH SERVICES

Services provided **by** the Town of Taber Call Answer Centre and Dispatch Services generally include:

- 1) each call will be answered, with calls forwarded to the appropriate Police Force, or the appropriate Fire or Ambulance Operations will be notified (Police Force, Fire and Ambulance Operations will be referred to as "Receiving Operators");
 - 2) particulars provided by the TELUS Communications data base, the caller or other services will be faxed, or otherwise provided as agreed, to each Receiving Operator;
 - 3) the Call Answer Centre and Dispatch Services will continue to page these Receiving Operators until confirmation is received from responding units;
 - 4) if there is no response after three (3) minutes, the Dispatcher will try using contact numbers supplied by the respective Receiving Operators;
 - 5) if there is no response following an additional three (3) minutes, the Dispatcher will then call the alternate Department as provided by the Receiving Operators.
- @
6) there will be an obligation on each of the Receiving Operators to ensure that efficiency for response time is upheld and improved, and will be subject to input from the Operator if deficiencies occur.

The services listed may not be all inclusive. If minor adaptations are required to provide services, these can be implemented. Any other changes must be agreed to as indicated in this Agreement.