


BYLAW NO. 222/02


**A BYLAW TO PROVIDE FOR ENTERING INTO AN
AGREEMENT WITH MEDCOM COMPEHENSIVE
DISPATCH SYSTEMS INC. FOR 911 CALL TAKING AND
DISPATCH SERVICE.**

The Council of the Rural Municipality of Indian Head No. 156 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Indian Head No. 156 is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, with MedcomComprehensive Dispatch Systems Inc. and The Town Of Indian Head for the purpose of call taking and dispatch service.
2. The Reeve and Administrator of the Rural Municipality of Indian Head No. 156 are hereby authorized to sign and execute an agreement, the terms of which are set out in the agreement.
3. This bylaw shall come into force upon passage of third reading.
4. Bylaw 217/01 is hereby repealed.




Reeve



Administrator

Certified a true copy of Bylaw No. 222/02
passed by Council on July 9, 2002.



Administrator.



AGREEMENT FOR CENTRAL DISPATCH

Between

Med-Com Comprehensive Dispatch Systems Inc.

YORKTON, SASKATCHEWAN

(Hereinafter called Med-Com)

and

TOWN OF INDIAN HEAD

RURAL MUNICIPALITY OF INDIAN HEAD NO. 156

WHEREAS the Rural Municipality of Indian Head No. 156 and the Town of Indian Head wish to provide 24 hour fire call taking and dispatch, and Med-Com is willing to provide that service to the Rural Municipality of Indian Head No. 156.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

- 1) IN CONSIDERATION of the covenants on the part of Med-com as hereinafter expressed, the Rural Municipality of Indian Head No. 156 and the Town of Indian Head covenant and agree to pay to Med-com, for the services to be performed by Med-Com to The Indian Head Fire Department, located in the Town of Indian Head, as hereinafter provided for:
 - a) The sum of Two Hundred (\$200.00) Dollars per month Plus G.S.T. for the basic service As set out in the attached fee schedule.
 - b) Long distance charges at face value and Rural Municipality of Indian Head No. 156's and the Town of Indian Head's share of fleet net radio use divided per service, and
- 2) IN CONSIDERATION of the covenant on the part of the Rural Municipality of Indian Head No. 156 and the Town of Indian Head and as expressed in paragraph 1 hereof next preceding, Med-Com agrees with Rural Municipality of Indian Head No. 156 and the Town of Indian Head that:
 - a) Med-com will provide call taking and dispatch for Rural Municipality of Indian Head No. 156 and the Town of Indian Head for all emergency and non-urgent calls 24 hours a day, 7 days a week, during the term of this agreement.
 - b) When any emergency or non-urgent call is received, Med-Com will:
 - i) Forthwith alert the appropriate Fire Department (in accordance with information provided to it by the Rural Municipality of Indian Head No. 156 and the Town of Indian Head and provide them with the details and location of the call.
 - c) In accordance with the provincial response standards. Med-Com further agrees, where appropriate, to call fire, ambulance, police and rescue services.
 - d) Med-Com will provide the on-line assistance to any caller for medical help through the use of the Medical Priority dispatch system protocols. Med-Com agrees to ensure that it, at all times maintains a 90% compliance level with those protocols.
 - e) Med-Com agrees to provide to the Rural Municipality of Indian Head No. 156 and the Town of Indian Head, within fifteen (15) days of the end of each month during the Term, a monthly report on calls received during the month showing the interrogation and time log of events.
 - f) Med-Com agrees to treat all calls equally regardless of source.
- 3) Rural Municipality of Indian Head No. 156 and the Town of Indian Head agrees to provide Med-Com with information, which it will obtain from its fire department on First Responders, extrication vehicles, mutual aid agreements and the deployment of emergency aid services in the District. A binder of information for each Fire service which will include the maps of the service area (rural and urban), frequently contacted numbers (police, fire, etc.) shall also be provided to Med-Com on a one time basis and updated as required. On a monthly basis the Fire Department agrees to provide to Med-Com the list of volunteer fire fighters (home, cell, and work numbers.)
- 4) If Med-Com proposes a change to the price for the services provided under this agreement, it will notify Rural Municipality of Indian Head No. 156 and the Town of Indian Head. Rural Municipality of Indian Head No. 156 and the Town of Indian Head may within thirty (30) days of that notice, elect to terminate this agreement in lieu of agreeing to that price change. In that event, the agreement will terminate ninety (90) days after the expiration of that thirty (30) day period, unless otherwise agreed to by the parties.
- 5) Med-com will provide dispatch services within this agreement by pager/fleet net radio. The Parties

acknowledge that Med-Com proposes to introduce global position system tracking for its services. The Town of Indian Head shall have the right not to implement that service for its dispatching under this agreement. The Town of Indian Head acknowledges that if it chooses to implement that service, Med-com will charge a fee to participate in that service, and the other prices payable under this agreement will increase.

- 6) Med-com agrees at all times, to maintain liability coverage in accordance with prudent practices in its business, in a minimum amount of \$5,000,000.00 per occurrence. Med-Com further agrees to provide evidence of that coverage and payment of premiums to the town from time to time on request.
- 7) This agreement will terminate:
 - a) upon either party giving ninety (90) days written notice of termination to the other by registered mail addressed as follows, or by personal delivery, to the addresses set out below:

Med-Com Comprehensive Dispatch Systems Inc.

253 Myrtle Avenue

Yorkton, Saskatchewan

S3N 1R5

Attention: Dennis Nelson

Town of Indian Head

and.

Rural Municipality of Indian Head No. 156

Box 460 Indian Head, Sask. S0G 2K0

Attention: _____

Attention: _____

- b) automatically upon the bankruptcy, insolvency or receivership of Med-Com
 - c) thirty (30) days after the receipt by one party of notice from the other party that it is electing to terminate this agreement as a result of default by the other party,
 - d) unless the recipient party gives evidence to the notifying party of the cure of that default within that thirty (30) day period.
- 8) This agreement shall become effective on, from and after the 9th day of JULY 2002 and shall expire on the 31 day of DECEMBER 2003. This agreement will be binding upon the parties hereto and their heirs, executors, administrators, assigns and successors unless terminated as provided in this agreement.
 - 9) It is agreed by both parties that this agreement cannot be assigned or transferred without permission of both parties one to the other, which agreement shall not be unreasonably withheld.

IN WITNESS WHEREOF Rural Municipality of Indian Head No. 156 and the Town of Indian Head has caused their corporate seals to be hereto affixed attested to by the hands of its proper officers at the Town of Indian Head in the Province of Saskatchewan, this 9 day of JULY 2002,

And Med-Com Comprehensive Dispatch Systems Inc. has hereunto set its hand and seal at the City of Yorkton, in the Province of Saskatchewan, this 11 day of JUNE 2002.

(seal)

TOWN OF INDIAN HEAD

Per: David McCall

Mayor

(seal)

RURAL MUNICIPALITY OF INDIAN HEAD

Per: Cliff Beller

Reeve



(seal)

Med-Com Comprehensive Dispatch Systems Inc.

(Med-Com)

Per: [Signature]

Owner-Operator