

BY-LAW NO.153
THE SUMMER VILLAGE OF SUNDANCE BEACH

1

A BY-LAW OF THE SUMMER VILLAGE OF SUNDANCE BEACH TO AUTHORIZE THE ENTERING
INTO AGREEMENTS FOR THE PROVISION OF E9-1-1 SERVICES

WHEREAS the Municipal Government Act, Chapter M-26.1, R.S.A.,1994, and amendments thereto provides that a council of a municipality may pass by-laws for the safety, health and welfare of people and to make provision for services provided for or on behalf of the municipality, and

WHEREAS the Council of the Summer Village of Sundance Beach wishes to provide its citizens access to emergency services via an Enhanced 9-1-1 Service.

NOW THEREFORE, the Council of the Summer Village of Sundance Beach, in the Province of Alberta, duly assembled, enacts as follows:

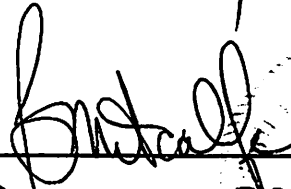
1. THAT the Summer Village of Sundance Beach enter into agreements for the provision of an Enhanced 9-1-1 Service with AGT Limited and Strathcona County as per the Agreements attached as Schedules "A", "B" and "C" to this By-Law.

2. THAT the Mayor and Municipal Administrator be and are hereby authorized to sign the said Agreements on behalf of the Summer Village of Sundance Beach.

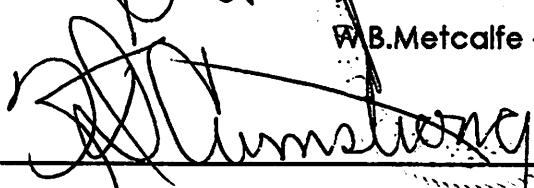
READ a first time this 11th day of July, 1996.

READ a second time this 11th day of July, 1996.

READ a third time and finally passed this 11th day of July, 1996.



W.B. Metcalfe - Mayor



K.D. Armstrong - Municipal Administrator

E9-1-1 CALL ANSWER SERVICES AGREEMENT

THIS AGREEMENT made this 2nd day of Sept., 1996,

BETWEEN:

STRATHCONA COUNTY, a municipal corporation established and existing pursuant to the laws of the Province of Alberta,

(the "County")

AND:

The Summer Village Of Sundance Beach a municipal corporation established and existing pursuant to the laws of the Province of Alberta,

(the Summer Village)

PREAMBLE

A. **WHEREAS** pursuant to the provisions of, *inter alia*, Section 54 of the *Municipal Government Act*, RSA 1994, c. M-26.1, a municipality may provide any service or thing that it provided in all or part of the municipality in another municipal authority with the agreement of the other municipal authority;

B. **WHEREAS** the parties hereto wish to enter into an agreement pursuant to which the County will provide E9-1-1 Call Answer Services to the Summer Village as defined in the Agreement to Provision Provincial E9-1-1 Service; and

C. **WHEREAS** the County and the Summer Village acknowledge and agree that it is desirable that the County provide such specified emergency E9-1-1 services to the Summer Village as set forth herein.

NOW THEREFORE IN CONSIDERATION of the mutual covenants, terms and conditions contained herein, the parties hereto agree 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 "Service Area" means that geographic area located within the municipal boundaries of the Summer Village, as they exist, from time to time;
- 1.1.2 "Service Fee" means that amount determined by the following calculation:
- (a) the Call Answer Fee as defined in Item 250.5 of the AGT Limited General Tariff-Basic Services, and any applicable tax, levy, duty or similar charge;
- less
- (b) the billing and collections fee charged by AGT as defined in Item 250.5 of the AGT Limited Tariff-Basic Services and any applicable tax, levy, duty or similar charge;
- and multiplied by
- (c) the total number of telephone exchange services in the service area as defined in the AGT Agreement To Collect Municipal Charges for Provincial E9-1-1 Service.
- 1.1.3 "Call Answer" means the act of answering all 9-1-1 calls originating in the Summer Village, determining the type of emergency agency required and directing the call to that agency.
- 1.1.4 The County will supply the Summer Village with current copies of all applicable standard operating procedures and any future amendments to them.

ARTICLE II

2.1 Engagement

The Summer Village hereby agrees to engage the County to provide the Summer Village with the E9-1-1 Call Answer Services and the County hereby agrees to provide the Summer Village with E9-1-1 Call Answer Services as per the AGT Agreement To Provision Provincial E9-1-1 Service.

2.2 Term of Agreement

This Agreement shall remain in full force and effect for a period of three years from the date hereof (hereinafter referred to as the "Term") unless extended or renewed as provided herein or unless terminated earlier as provided herein.

2.3 Renewal

If written notice of termination from one party to the other is not provided on or before that date which is ninety (90) days prior to the expiry of the Term or the expiry of any renewal term, the Term shall be automatically renewed for a further period of three (3) years 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.

2.4 Termination upon Notice

Notwithstanding any other provisions contained herein to the contrary, either party may terminate this Agreement by giving written notice to the other party to take effect ninety (90) days after delivery of such notice.

2.5 Service Fee

The Summer Village shall pay the Service Fee to the County monthly on the following basis:

- 2.5.1 by assigning its rights to the amounts described in paragraph 4.1 of the Agreement To Collect Municipal Charges For Provincial E9-1-1 Service between the Summer Village and AGT Limited made the 3rd day of September, 1996.

INITIALS
[Signature]

INITIALS
[Signature]

ARTICLE III

3.1 Covenants of the County

The County will:

- 3.1.1 provide the E9-1-1 Call Answer Services on a year round 24 hours per day, seven (7) days per week basis during the Term in respect of all 9-1-1 calls originating within the Service Area; and

[Signature]

- 3.1.2 keep and maintain proper records with respect to the provision of the Services including total calls received, the manner in which received calls have been dealt with and any other information which the parties may jointly determine. The Summer Village will have access to all records pertaining to E9-1-1 calls originating from the Summer Village. The County, upon request from the Summer Village, will provide a report of E9-1-1 calls originating in the Summer Village.

ARTICLE IV

4.1 Arbitration

In the event that a dispute arises between the parties, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- 4.1.1 the party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;
- 4.1.2 the parties will have forty-eight (48) hours from the time the party desiring to refer a dispute to arbitration has notified the other party as set forth in Section 5.1.1 hereof, to select a sole arbitrator by mutual agreement, failing which the Provincial Fire Commissioner or the Provincial Fire Commissioner's Designate shall be the sole arbitrator (the "Arbitrator");
- 4.1.3 the decision of the Arbitrator shall be binding upon the parties hereto;
- 4.1.4 the cost of each arbitration shall be borne by the party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
- 4.1.5 the Arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
- 4.1.6 except as modified herein, the provisions of the Arbitration Act SA 1991, c. A-43.1, as amended from time to time, shall apply to any arbitration conducted pursuant to this Agreement; and

4.1.7 notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within forty-five (45) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the Arbitrator shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the Arbitrator with respect of such dispute shall cease.

ARTICLE V

5.1 Force Majeure

Neither the Summer Village nor the County will be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes, decisions of regulatory authorities, and, generally, as a result of any event that is beyond the County's or the Summer Village's reasonable control.

The Summer Village and the County agree that in the event of a disaster or force majeure the parties will cooperate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

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

5.2 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 hereunder. 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 hereunder.

5.3 Unenforceability

If any term, covenant or condition of this 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.

5.4 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.

5.5 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.

5.6 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.

5.7 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- 5.7.1 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. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or

- 5.7.2 by telecopier 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:
- (a) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (b) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- 5.7.3 by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be 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 to have been received unless actually received.

5.8 Except as herein otherwise provided, 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, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:

5.8.1 the County:

1933 Sherwood Drive
Sherwood Park, Alberta
T8A 3R3

Phone: 467-5216
Fax: 467-5217

Attention: Manager, Emergency Services

5.8.2 The Summer Village Of Sundance Beach:

9322 - 73 Avenue
Edmonton, Alberta
T6E 1A7

Phone: 433-4969
Fax: 433-4969

Attention: Municipal Administrator

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

5.9 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 provision hereof.

5.10 Singular, Plural and Gender

Wherever 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.

5.11 Assignment

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

5.12 Enurement

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

5.13 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 hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

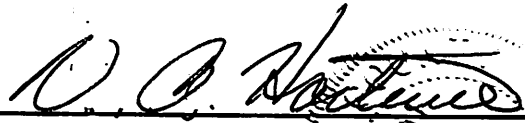
5.14 Survival

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 set their seals and hands of their proper officers in that behalf on the day and year first above written.

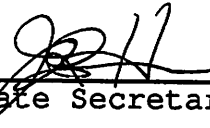
STRATHCONA COUNTY

Per:

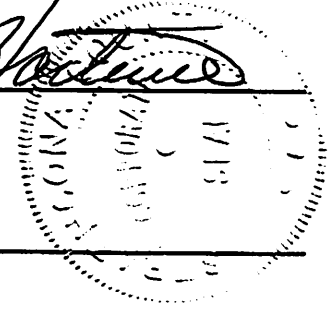


Mayor

Per:

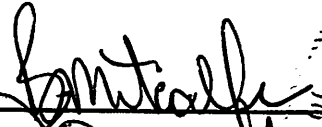


Corporate Secretary



Summer Village Of Sundance Beach

Per:



Per:

