

RURAL MUNICIPALITY OF LUMSDEN No 189

BYLAW No. 2-2003

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE REGINA HEALTH DISTRICT FOR THE OPERATION, MAINTENANCE AND PROVISION OF EMERGENCY COMMUNICATIONS FOR FIRE-FIGHTING PURPOSES

WHEREAS it is deemed desirable by the Council of the Rural Municipality of Lumsden No. 189 to enter into an agreement with the Regina Health District to establish terms and conditions for the operation, maintenance and provision of emergency communications for fire-fighting purposes in the fire district;

NOW, THEREFORE, the Council of the Rural Municipality of Lumsden No 189 in the Province of Saskatchewan enacts as follows:

1. The Reeve and Administrator are hereby authorized to execute under the seal of the Rural Municipality of Lumsden No. 189 an agreement in writing between the Rural Municipality of Lumsden No 189 and the Regina Health District for the purpose of establishing terms and conditions for the operation, maintenance and provision of emergency communications for fire-fighting purposes in the fire district,
2. The Memorandum of Agreement made between the Rural Municipality of Lumsden No 189 and the Regina Health District, which agreement is attached hereto as Exhibit "A" to this bylaw, the terms of which agreement are hereby incorporated herein, adopted, ratified and confirmed.

Read a first time this 10th Day of February, 2003.
 Read a second time this 10th Day of February, 2003.
 Read a third time this 10th Day of March, 2003.

 Reeve

 Administrator

(SEAL)

Certified to be a true copy of Bylaw No. 2-2003 adopted by resolution of Council on the 10th day of March, 2003.

 Administrator

SEAL

EXHIBIT "A"

THIS AGREEMENT made in duplicate this 10th day of March, 2003.

BETWEEN :

REGINA HEALTH DISTRICT
(hereinafter call the "Board")

-and-

Lumsden and District Fire Dept.
(hereinafter called "Fire Dept.")

WHEREAS Regina Health District and Fire Dept. recognize the need for emergency communications and deployment of fire-fighting equipment within the area known as the "Fire District".

AND WHEREAS the Board wishes to enter into a contract with the Fire Dept, for the operation, maintenance and provision of emergency communications for fire-fighting purposes in the fire district.

AND WHEREAS the parties are desirous of entering into such a contract.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter specified, the parties agree as follows;

1. In this agreement:

- (a) "Fire District" shall mean that area set out in Schedule "A" attached hereto, as may be amended from time to time,
- (b) "Regina Health District Communications Centre" shall mean the communications centre set up by the Regina Health District for the purpose of this agreement;
- (c) "Regina Health District Emergency Medical Services Administration" shall mean those employees of the Regina Health District appointed for purposes of administration of this agreement.

2. The District agrees:

- (a) To provide 24-hour emergency fire-fighting dispatch services, which shall be the sole location for call receiving, call evaluation and dispatch to the Fire District,
- (b) To provide for data capture, time processing, statistical, digital tape logging and archiving.

3. The parties mutually agree that:

- (a) except as hereinafter provided; the term of this Agreement is from April 1, 2003 to April 1, 2004;
- (b) either party to this Agreement may terminate the Agreement by giving notice of not less than one hundred and twenty (120) days to the other party.
- (c) notwithstanding that it is the intention of the parties that this Agreement expresses the whole of the contractual arrangement between them, they may mutually amend its terms in writing, specifically to that effect, without the necessity of formally re-negotiating this Agreement;
- (d) It is the agreement of the parties that the Lumsden Fire District shall remit to the Regina Health District, on an annual basis, a fee of \$1.50 per capita. Based on the 2001 Census the following calculations would apply:
 - RM of Lumsden 189 – 1,646 x \$1.50 = \$2,469.00
 - Town of Lumsden - 1,581 x \$1.50 = \$2,371.50

this Agreement is assignable by either party with the consent of the other party, which consent is not to be unreasonably withheld,

IN WITNESS WHEREOF the Board and the Fire Dept. have caused this Agreement to be executed by their duly authorized officers in that behalf the day and year first above written.

REGINA HEALTH DISTRICT

Per: _____

Per: _____

TOWN OF LUMSDEN

Mayor

Administrator

SEAL

R.M. OF LUMSDEN #189

Reeve

Administrator

SEAL