

THIS AGREEMENT dated for reference the 18th day of DECEMBER 2017

BETWEEN:

THE CORPORATION OF THE CITY OF KELOWNA
1435 Water Street
Kelowna, B.C. V1Y 1J4

(hereinafter called "Kelowna")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL KOOTENAY
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

(hereinafter called the "RDCK")

OF THE SECOND PART

WHEREAS:

- A. The *Local Government Act* and the *Community Charter* provide that the corporate powers of local government include the power to make agreements with a public authority respecting activities, works or services within the powers of a party to the agreement, including agreements respecting the undertaking, provision and operation of activities, works and services;
- B. The RDCK issued a Request for Proposals for fire dispatch service (the "RFP");
- C. Kelowna submitted a proposal to the RDCK dated February, 2017 (the "Kelowna Proposal") in response to the RFP; and
- D. The RDCK has agreed to contract with Kelowna for the provision by Kelowna of fire dispatch services to the RDCK in accordance with the terms set out herein for the receipt and processing by means of computer-aided dispatch service and re-transmission of emergency related calls to the RDCK, including selection of optional services regarding records management system.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto mutually agree as follows:

1. Definitions

1.1 In this agreement:

- (a) **"CAD"** means the computer-aided dispatch system maintained and used by Kelowna;
- (b) **"Emergency"** means any reported event for which fire department personnel are directed to attend in response to an actual risk of fire, hazardous material spill, accident, disaster or medical situation for which an incident number is generated;
- (c) **"Fire Departments of the RDCK"** means the list of fire departments established or approved by the RDCK as described in Schedule "C" attached hereto and forming part of this Agreement, and as amended from time to time.
- (d) **"Fire Dispatch Centre"** means the Fire Dispatch Centre maintained by the Kelowna Fire Department;
- (e) **"Service"** means the provision by Kelowna of fire dispatch services to the RDCK in accordance with the requirements as set out in paragraph 2 herein and Schedule "A" attached hereto and forming part of this Agreement; and
- (f) **"Term"** means the term of this Agreement as provided under Section 4.

2. Services

2.1 Throughout the Term, Kelowna will provide the RDCK with fire dispatch and communications services including the following:

- (a) 911 emergency calls for fire department assistance that originate in the RDCK will be received and processed by the Fire Dispatch Centre;
- (b) The Fire Dispatch Centre will use its CAD system to initiate incident reporting and dispatch the call to the required Fire Department of the RDCK;
- (c) After the initial dispatch, the Fire Dispatch Centre will provide full incident command support to the RDCK including the call out of additional resources specific to the

incident (including, through the activation of mutual aid agreements between one or more other local governments and fire departments under which firefighting and other resources are provided in the event of an Emergency) where required by the RDCK. The responsibility of Kelowna for the callout of RDCK personnel in addition to those on shift shall be limited to a single point of contact as mutually agreed to by the Parties; and

(d) The services referred to in Schedule "A" hereto and forming part of this Agreement.

- 2.2 Kelowna will provide Services in accordance with standards and operating procedures utilized by the Kelowna Fire Department unless a variance of such standards or operating procedures is mutually agreed between the Parties.

The Fire Dispatch Center will continue to utilize a performance expectations program with its employees, as outlined in the Kelowna Proposal (*attached as Schedule D*). The three phased program will be based upon NFPA 1221, 2010 standards and will assist in motivating, recognizing and enabling employees to improve performance. This program may be modified from time to time.

It is understood that the Fire Dispatch Center will strive to meet the standard of service for emergency communications in the fire service being the National Fire Protection Association Standard 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*.

For certainty, any lapse in communication, delay in communication, or miscommunication arising from a failure of the Fire Dispatch Centre communication services as described under section 2.4 will be the sole responsibility of Kelowna.

- 2.3 Kelowna will not be responsible for dispatching RDCK Fire Departments out of their respective specified area.
- 2.4 Kelowna will provide, at the Fire Dispatch Centre, all equipment, computer software and personnel necessary for the provision of fire dispatch and communication services under this Agreement, and will ensure that all Kelowna personnel who participate in providing the Services are fully trained. The RDCK will, on its respective premises, provide all computer hardware and other equipment needed in order to maintain the required service link with the Fire Dispatch Centre. The RDCK will also maintain the radio and paging network used to deliver service in the Central Kootenay.
- 2.5 Kelowna will retain all voice recordings of requests for emergency assistance received from within the RDCK for a period of seven (7) years or such longer time as may be required by

law. Kelowna will retain all 911 and other records normally kept by and under its own operating procedures in relation to the dispatch and communication services for a period of two (2) years or such longer time as may be required by law. All records and data maintained by Kelowna will be stored in a secured area, and access to those records and data will be given to duly authorized personnel of the RDCK.

- 2.6 The Parties will meet initially at 3 months, thereafter bi-annually (6 months) or such other frequency as may be mutually agreed, meet for the purposes of resolving issues, sharing information and identifying procedural communications or equipment changes.
- 2.7 Kelowna will provide the service and service levels in accordance with the Kelowna Proposal (*attached as Schedule D*).
- 2.8 All records or recordings and such other data as pertains to Service provided under this Agreement to the RDCK will be and remains exclusively the property of the RDCK and may not be released to others without its express consent. Information may only be released under request of a corporate officer of the RDCK or designates as identified by such corporate officer in writing. Kelowna agrees that all such records, recordings and data will be held in trust by Kelowna as trustee for the sole benefit of the RDCK provided that Kelowna may retain copies. For clarity, all records, recordings and other data remain subject to the retention provisions of section 2.5 of this Agreement.
- 2.9 Kelowna agrees that neither Kelowna nor any person for whom Kelowna is responsible at law will disclose to any person, any information learned about the RDCK, its servants, employees, agents or persons who are subject of an Emergency including any information provided in accordance with the requirements of this Agreement. Kelowna acknowledges and agrees that all such information is confidential and will not be released except in accordance with the requirements of the *Freedom of Information and Protection of Privacy Act, British Columbia*.

3. RDCK Equipment

- 3.1 All radios including base stations, pagers and any other hardware required to facilitate the Service shall be purchased, licensed and maintained by the RDCK, with the exception of equipment within the Fire Dispatch Centre as per proposal (*attached as Schedule D*).
- 3.2 All radio licenses and other related requirements of Industry Canada shall be the responsibility of the RDCK.

4. Term

- 4.1 The term of this Agreement (the “**Term**”) will commence on the 16th day of April 2018 and terminate on the 31st day of December 2022. On or before December 31st, 2021, either party will communicate to the other their interest in negotiating terms of a subsequent agreement and if both parties are in agreement, the parties will commence negotiation of the terms of such subsequent agreement, providing always that failure to reach an agreement on terms will not bind the parties to a subsequent agreement or extension of the current agreement unless otherwise agreed in writing.

5. Fees

- 5.1 For the Service, the RDCK agrees to pay to Kelowna, the fees and charges as contained in Schedule “B” attached hereto and forming part of this Agreement.

6. Indemnity

- 6.1 The RDCK agrees that it will indemnify and save harmless Kelowna, its councillors, employees, and agents from and against any claims, suits, actions, causes of action, costs, damages or expense of any kind that result from:

- (a) negligence of the RDCK and its employees, contractors and agents; or
- (b) a breach of this Agreement by the RDCK.

- 6.2 Subject to the provisions of section 2.3 of this Agreement, Kelowna agrees it will indemnify and save harmless the RDCK, its directors, employees and agents, from and against any claims, suits, actions, causes of action, costs, damages or expense of any kind that result from:

- (a) negligence of Kelowna and its employees, contractors and agents in the provision of the Services; or
- (b) a breach of this Agreement by Kelowna.

7. Default and Early Termination

- 7.1 If either party is in breach of this Agreement and the breach is not corrected within thirty (30) days after notice of the breach provided to that party, the party not in breach may terminate this Agreement.
- 7.2 By notice in writing delivered any time after December 31st, 2020, either party may elect to terminate this Agreement, in which case the arrangement for Services provided hereunder

shall be terminated effective twelve (12) months from the date of the said notice. In the event of early termination under this provision, the fees paid to Kelowna as provided herein for the year of the Term in which such termination takes effect shall be prorated.

8. Dispute Resolution

- 8.1 Both RDCK and Kelowna agree to co-operate and use their best efforts to resolve any dispute which may arise regarding this Agreement or the Services contemplated within this Agreement or the responsibilities or rights of each party under it, including the candid and timely disclosure of all relevant information and documentation to each other. If the dispute cannot be resolved, it shall be first referred to each party's managing director responsible for fire dispatch services in order that they may attempt to resolve the dispute. In the event the two representatives are unable to reach agreement regarding the dispute, may be submitted to arbitration by delivery of a Notice of Arbitration in writing to the other party. The arbitration must be conducted by a three-person panel comprised of one appropriately qualified staff person appointed by the parties and one person chosen jointly by the two appointed staff persons, who shall be the chair of the arbitration panel. If the two staff appointees cannot agree on the choice of the chair of the arbitration panel then the chair must be appointed by a Judge of the Supreme Court of British Columbia. The arbitration will be governed by the *Commercial Arbitration Act (British Columbia)*. The place of arbitration will be Penticton, British Columbia, Canada, and the costs will be borne equally by the parties.

9. No Joint Venture

- 9.1 Nothing contained in this Agreement creates a relationship of principal and agent, partnership, joint venture or business enterprise between the parties or gives either party any power or authority to bind or control the other.

10. Notices

- 10.1 Where any notice, request, direction, consent, approval or other communication (any of which is a "Notice") must be given or made by a party under this Agreement. It must be in writing and is effective if delivered in person, sent by registered mail addressed to the party for whom it is intended at the address set forth above in this Agreement, or sent by fax to Kelowna at its fax number - (250) 862-3371, to the attention of the Fire Chief; or sent by fax to the RDCK at its fax number - (250) 352-9300, to the attention of the General Manager, Emergency Services. Any Notice is deemed to have been given:

- (a) if delivered in person, when delivered;
- (b) if by registered mail, when the postal receipt is acknowledged by the other party; and

(c) if by fax, 72 hours after the time of faxing.

A party may change its contact information by Notice in the manner set out in this provision.

11. General Provisions

11.1 If any provision of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the provision that is invalid will not affect the validity of the remainder of this Agreement.

11.2 The RDCK will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.

11.3 The RDCK will provide Kelowna with all information deemed reasonably necessary by the Kelowna Fire Chief or his designate in order that Kelowna may properly provide the Service and be responsible to update such information on a regular basis as required.

The RDCK will provide a single point of contact for all administration and operational matters.

11.4 Time is of the essence to this Agreement.

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

11.6 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

11.7 No remedy under this Agreement will be deemed to be exclusive but will, where possible, be cumulative, as will all other remedies at law or in equity.

11.8 Whenever the singular, masculine or neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

11.9 This Agreement will be construed in accordance with and governed by the laws applicable in the laws of the Province of British Columbia.

- 11.10 Section and paragraph headings are inserted for identification purposes only and do not form part of this Agreement.
- 11.11 Neither party may assign this Agreement without the written consent of the other party.
- 11.12 This Agreement and the schedules attached hereto contain(-s) the entire agreement and understanding may not be modified or amended except by written agreement of the parties.
- 11.13 This Agreement contains the entire agreement and understanding of the parties with respect to matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between and with respect to such matters.
- 11.14 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereunder.
- 11.15 This Agreement may be executed in as many counterparts as may be necessary or by facsimile, each of which will together, for all purposes, constitute one and the same instrument, binding on the parties and each of which will together be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart or facsimile.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

THE CORPORATION OF THE CITY OF KELOWNA
by its authorized signatories:

MAYOR

CITY CLERK

REGIONAL DISTRICT OF CENTRAL KOOTENAY
by its authorized signatories:

CHAIR

CHIEF ADMINISTRATIVE OFFICER

Schedule A

It is agreed that the Fire Dispatch Centre will provide the following services:

1. Emergency Call Taking
 - a. Emergency telephone call receipt (9-1-1)
 - b. Receive telephone calls regarding emergency incidents
 - c. Receive radio reports regarding emergency incidents
 - d. Receive smoke sighting reports from Forest Lands and Natural Resource Operations
2. Call Processing and Response
 - a. Dispatch resources in accordance with standard operating guidelines, perceived incident level and local response plans, including customized levels of response for individual departments:
 - i. Incident notification via voice paging system, secondary notification via email and/or text messaging, incident details via facsimile or network/internet rip and run report.
 - b. Call and liaise with local fire chiefs/authority regarding nature of incident/complexity, resources required, via radio or telephone.
 - c. Notification acknowledgement confirmation (within x minutes, then activate default no-response procedures).
 - d. Monitor and record calls at the command channel level.
 - e. Will not remotely record calls at the tactical level unless they are repeated channels.
 - f. Receive and process requests for additional resources:
 - i. Including contact with the utility, Emergency Management BC, highways, forestry, rail representatives and other resources as required.
 - g. Generate and maintain initial incident reports for all incidents.
 - h. Incident reporting post conclusion of incident.
 - i. Dedicated telephone number (toll free) for responders to access the dispatch centre.
 - j. Call out of Civic Staff as required.
3. Media Liaison
 - a. Provide limited incident information to media outlets after hours or if Incident Command has not staffed the Information Officer position.
4. Full recording of all 9-1-1, non-emergency telephone and radio (paging and command) communications.

The following Telus requirements should be noted:

1. Processing of 9-1-1 calls will require the availability of E911 Tandem to Tandem trunking and a reconfiguration of the Telus 9-1-1 network.

2. Some splitting and segregation of the 9-1-1 Emergency Service Zone (ESZ) may be required.

The above noted items will be the responsibility of RDCK, working with Telus to obtain and deliver. We will cooperate and offer to leverage our existing contacts and relationships to ensure that this is completed in an expedient and satisfactory manner. In preparing our response to this RFP we have discussed both issues with Telus and both are obtainable within the time frame and using current technology and infrastructure.

The following additional requirements of RDCK should also be noted:

1. This agreement covers standard emergency dispatch services. Any incident or incidents which escalate into an event requiring extraordinary powers under a declaration of a state of local, provincial or federal emergency may require additional human resources (dispatch and related support personnel) to maintain an appropriate level of service. Should additional personnel be required in addition to staff already on duty, current call back rates would apply and be invoiced.
2. RDCK must supply, and keep current; response Operational Guidelines (including mutual and automatic aid agreements) to guide the dispatch centre in assigning an appropriate response to all incidents.
3. The dispatch centre will not be responsible for the processing of non-emergency or administrative phone calls, beyond providing basic information only. Number (s) must be provided such that these callers can be redirected as required.
4. RDCK is responsible for their radio and pager licensing, acquisition, operation and maintenance costs, related to delivery of the service within the RDCK area.
5. All communications equipment and installations will strive to meet NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems.
6. The RDCK ensure that a "Preventative Maintenance" service agreement for all communications equipment is in place and regular maintenance of the equipment to accepted emergency equipment standards is performed.
7. All future additional mobile equipment, or data connection costs, including MobileCAD and/or mobile RMS, is the responsibility of RDCK.
8. RDCK must endeavor to provide a single point of contact for all administration and operational matters.

Proposal Impact on Current Operations:

1. Additions to equipment, software and resources

Additions are required to our FDM RMS software/hardware system as noted in Schedule 'B' of this contract.

Please note the following data requirements:

- a. Any existing RDCK response logic and response zone shape files currently in use.
- b. RDCK map data in the form of shape files (or other file formats able to be converted to shape files) including but not limited to:
 - i. Political boundaries
 - ii. Fire protection areas
 - iii. Fire contract areas
 - iv. Fire response zones
 - v. Fire hydrants and/or water supplies
 - vi. Trails, pathways
 - vii. Parcels
 - viii. Ortho photos
- c. Information will be updated on a regular basis, as required.

Additions and upgrades will be required to our radio system, and these will be dependent on the type of interface agreed on.

2. Enhancements and additions to current dispatch facility

Our current facility includes three dispatch/call taker positions and two call taker positions,

No enhancements or additions to our current dispatch facility are required.

Other Details

1. Ability to customize service to meet specific response protocols for each fire department

All current clients requiring specific response protocols have been met using one or all of the following capabilities with FDM:

- a. Basic back-up apparatus: where a station has more than one piece of apparatus configured to respond to additional calls for service, they can be defined as back up apparatus. Similarly, if a department has more than one station, apparatus from subsequent stations can be identified as back up apparatus to respond in other response zones.
- b. Mutual Aid apparatus: Apparatus from other departments can be defined to respond into other fire protection areas as part of a mutual and/or automatic aid agreement.
- c. Response override: allows the addition/deletion of apparatus based on limitations a department may have.

- d. Day/Time Response override: allows a department to have different responses based on time of day, day of week, holidays, or any other significant date.

As current clients will attest, Kelowna Fire Dispatch has demonstrated its ability and willingness to customize service to meet the unique nature of individual fire departments.

2. Interoperability

Kelowna will fully cooperate and manage communications with the RCMP dispatch centers, BCAS dispatch centers, the Ministry of Forests Wildfire Coordination center, the e-Comm PSAP, and other fire dispatch areas within the geographical area to maintain a cohesive and integrated level of service for all dispatch customers.

As required, Kelowna will coordinate and facilitate working groups to develop multi-agency emergency response solutions.

Kelowna guarantees it is now and shall remain a member of the Association of BC 9-1-1 Service Providers, APCO, and NENA Canada, subject to economic factors and policy decisions.

Other Operational Standards, Policies, Procedures and Protocols

KFD Dispatch Centre guarantees it will use the following industry-standard operational standards, policies, procedures and protocols, as amended or supplanted from time to time:

- a. National Fire Incident Reporting System (NFIRS Standard for Incident Type classification)
 - i. This allows any department adopting this standard to compare themselves to a data set of over 35,000 other departments across North America
- b. Incident Command System using plain language standards
 - i. Adoption of plain language standards
- c. Unique apparatus call sign designations
 - i. As a lesson learned from the 2003 wildfire event, none of the apparatus protected by Fire Dispatch have duplicate call signs (i.e.: There is only one Engine 1, Engine 201, etc.)
 - ii. This allows for seamless large-scale aid to be enacted without confusion and sacrificing crew safety.

3. Insurance

As a minimum, the City shall procure and maintain, at its own expense and cost, the following insurance policies:

- a. Workers' Compensation Insurance covering all employees of City engaged in the Work or Services in accordance with the statutory requirements of the province of BC.
- b. Comprehensive General Liability Insurance
 - i. providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident;
 - ii. providing for all sums which the City shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - iii. including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
 - iv. including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.
- c. Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the City directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

The policies required by sections b(ii) above shall provide that the RDCK is named as an Additional Insured thereunder.

4. Other Operational Services

In the event Kelowna upgrades its existing technology or decided to provide additional services, the RDCK is guaranteed the option to participate in any upgraded or optional services at that time, provided, however, that the parties can come to mutual agreement regarding the terms of additional or upgraded service.

Kelowna agrees and covenants that existing Service levels provided to RDCK under the term of this Agreement will not be impacted by upgrades to technology or the addition

or change to optional services. In no circumstance will the upgrade or provision of additional services result in termination of this Agreement, other than as provided under section 7.2.

Schedule B

The cost schedule (including adjustment factor) applicable to the first five (5) years of the Term under this Agreement, as presented in the Proposal is as follows:

Year	2018	2019	2020	2021	2022
Operating Costs	\$77,355	\$74,458	\$76,269	\$78,125	\$80,028
FDM	\$13,911	\$11,147	\$11,147	\$11,147	\$11,147
Total Revenue	\$93,284	\$87,624	\$89,436	\$91,293	\$93,197

The above fees do not include the optional FDM service provision separately priced within the Proposal, which may be added at the request of RDCK, with actual costs to be negotiated based on services requested.

The above fees are payable as follows:

Each year, the RDCK will be billed the annual charges for the current calendar year (January 1st – December 31st);

All invoices, bills and charges rendered by Kelowna shall be paid by the RDCK within 30 days of receipt, except in the event of a state of local, provincial or federal emergency requiring additional resources.

Implementation Costs

The annual fees above for 2018 are pro-rated based on the anticipated implementation date of April 16, 2018 and also include a one-time fee of \$25,000. In addition to this cost, there is an estimated cost for implementation, as outlined in the proposal (attached as Schedule D), of \$40,700 based on research undertaken as part of the proposal process. Actual costs for implementation may vary from initial estimates and will be the responsibility of the RDCK, subject to the RDCK's written approval of such variance prior to implementation.

Schedule C

Approved Fire Department response agencies:

1. Balfour/Harrop
2. Beasley
3. Blewett
4. Boswell
5. Crescent Valley
6. Kaslo FD
7. Kaslo SAR
8. Nakusp
9. New Denver & Area
10. North Shore
11. Ootischenia
12. Pass Creek
13. Passmore
14. Riondel
15. Robson
16. Salmo
17. Slocan
18. Tarrys
19. Winlaw
20. Ymir

Note: This list is an update to the original proposal and reflects the request by RDCK to remove the following departments from the service agreement:

1. Canyon/Lister
2. Creston Fire Rescue
3. Wynndel/Lakeview
4. Yahk/Kingsgate

Schedule D

As per Regional District of Central Kootenay Regional Fire Dispatch Service Proposal (attached).

