

THIS AGREEMENT dated for reference the 9th day of July, 2015 20/b.

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 EAST KOOTENAY
19-24th Avenue South
Cranbrook, BC V1C 3H8

(hereinafter called the "RDEK")

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 RDEK issued a Request for Proposals for fire dispatch service (the "RFP");
- C. Kelowna submitted a proposal to the RDEK dated November, 2015 (the "Kelowna Proposal") in response to the RFP; and
- D. The RDEK has agreed to contract with Kelowna for the provision by Kelowna of fire dispatch services to the RDEK 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 RDEK, 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 RDEK"** means the list of fire departments established or approved by the RDEK 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 RDEK 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 RDEK with fire dispatch and communications services including the following:

- (a) 9-1-1 emergency calls for fire department assistance that originate in the RDEK 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 RDEK;
- (c) After the initial dispatch, the Fire Dispatch Centre will provide full incident command support to the applicable RDEK Fire Department(s) 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). The responsibility of the Fire Dispatch Centre for the callout of personnel in addition to those on shift will be in accordance with the Local Response Plans for each Schedule C department 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 Centre will continue to utilize a performance expectations program with its employees. This program may be modified from time to time.

It is understood that the Fire Dispatch Centre 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*.

- 2.3 The Fire Dispatch Centre will only be responsible for dispatching RDEK Fire Departments out of their respective specified area in accordance with Local Response Plans for each Schedule C department as mutually agreed to by the Parties.
- 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 RDEK will, on its respective premises, provide local interconnection equipment needed in order to maintain the required service link with the Fire Dispatch Centre. The RDEK will also provide and maintain the local radio and paging network used to deliver service in the East Kootenay.
- 2.5 Kelowna will retain all voice recordings of requests for emergency assistance received from within the RDEK for a period of seven (7) years or such longer time as may be required by law. Kelowna will retain all 9-1-1 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 RDEK.

- 2.6 The Parties will meet initially at three months, thereafter bi-annually (six months) or such other frequency as may be mutually agreed for the purposes of resolving issues, sharing information, and identifying procedural communications or equipment changes.
- 2.7 All records or recordings and such other data as pertains to Service provided under this Agreement to the RDEK will be, and remains exclusively, the property of the RDEK and may not be released to others without its expressed consent. Information may only be released under request of a corporate officer of the RDEK or designate(s) 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 RDEK 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.
- 2.8 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 RDEK, 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. RDEK Equipment

- 3.1 The RDEK will complete a complete technical and operational review and analysis of all existing local communications equipment to determine its ability to effectively and efficiently interconnect to Kelowna's Fire Dispatch Centre equipment. RDEK is responsible for all costs associated with the RDEK system review. Kelowna will provide information regarding interconnection to its Fire Dispatch Centre equipment.
- 3.2 All communications equipment and related infrastructure including base stations, pagers, and mutually agreed upon local interconnection equipment required to facilitate the Service shall be purchased, licensed, and maintained by the RDEK, with the exception of equipment within the Fire Dispatch Centre.
- 3.3 All radio licenses and other related requirements of Industry Canada shall be the responsibility of the RDEK.

4. Changes to the Contract

- 4.1 Any change to the project scope, cost, or schedule shall be documented and approved via Change Orders . A change may be identified by either Kelowna or RDEK personnel with Change Orders forms being completed and managed by Kelowna project personnel.

- 4.2 Agreed to changes must be signed by authorized signatories of Kelowna and the RDEK.

5. Term

- 5.1 The term of this Agreement will commence on the 30th day of May 2016 and terminate on the 29th day of May 2021. On or before May 30th, 2020, 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.

6. Fees

- 6.1 For the Service, the RDEK agrees to pay to Kelowna, the fees and charges as contained in Schedule "B" attached hereto and forming part of this Agreement.

7. Indemnity

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

- 7.2 Subject to the provisions of section 2.3 of this Agreement, Kelowna agrees it will indemnify and save harmless the RDEK, 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.

8. Default and Early Termination

- 8.1 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.

- 8.2 By notice in writing delivered any time after February 15, 2018, 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.

9. Dispute Resolution

- 9.1 Both ROEi 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, it 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 in Cranbrook, British Columbia, Canada, and the costs will be borne equally by the parties.

10. No Joint Venture

- 10.1 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.

11. Notices

- 11.1 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, to the attention of the Kelowna Fire Chief; or to the attention of the ROEi Building and Protective Services Manager. 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

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

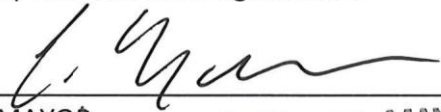
12. General Provisions

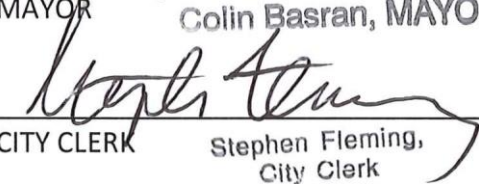
- 12.1 If any provision of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the provision that is invalid will not affect the validity of the remainder of this Agreement.
- 12.2 The RDEK will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
- 12.3 The RDEK 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.
- 12.4 Time is of the essence to this Agreement.
- 12.5 This Agreement will endure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 This Agreement will be construed in accordance with and governed by the laws applicable in the laws of the Province of British Columbia.
- 12.10 Section and paragraph headings are inserted for identification purposes only and do not form part of this Agreement.
- 12.11 Neither party may assign this Agreement without the written consent of the other party.

- 12.12 This Agreement may not be modified or amended except by written agreement of the parties.
- 12.13 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.
- 12.14 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.
- 12.15 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 Colin Basran, MAYOR


CITY CLERK Stephen Fleming,
City Clerk

REGIONAL DISTRICT OF EAST KOOTENAY
by 

CHAIRMAN R. J. C. 


CHIEF ADMINISTRATIVE OFFICER
Lee-Ann Crane

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 Ministry of Forest, Lands and Natural Resource Operations
 - e. Receive Works and Utilities after hours calls
2. Call Processing and Response
 - a. Dispatch resources in accordance with standard operating guidelines, perceived incident level, and local response plans, including mutually agreed upon 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 3 minutes, then activate default no-response procedures).
 - d. Monitor and record calls at the command channel level.
 - e. Record tactical channels that are monitored by dispatch
 - 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. Service levels will be based on industry standards such as NFPA as mutually agreed to
4. Media Liaison
 - a. Provide limited incident information to media outlets after hours or if Incident Command has not staffed the Information Officer position.
5. Full recording of all 9-1-1, non-emergency telephone and radio (paging and command) _ communications supported by the Fire Dispatch Centre.

It is understood that the RDEK will (at their cost):

1. Provide Kelowna with all information deemed 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. Where information is not provided or available, it is understood that service levels may be impacted.

2. Provide a single point of contact for all administration and operational matters relating to delivery of the service.
3. Provide regular updates for Response Zone information (ESRI shape files) that is accurate down to the parcel level in order to ensure accurate dispatching.
4. Provide regular updates for additional map data (ESRI shape files) including but not limited to:
 - Political boundaries
 - Fire protection areas
 - Fire contract areas
 - Fire response zones
 - Fire hydrants and/or water supplies
 - Trails, pathways
 - Parcels
 - Ortho photos
5. 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 as mutually agreed.
6. RDEK must supply, and keep current; Local Response Plans (including mutual and automatic aid agreements) to guide the dispatch centre in assigning an appropriate response to all incidents.
7. The Fire 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.
8. RDEK is responsible for their radio and pager licensing, acquisition, operation and maintenance costs, related to delivery of the service within the RDEK area.
9. All communications equipment and installations must follow NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems.
10. Ensure that all RDEK fire department paging and communications systems are fully functional and operational and capable of receiving and sending reliable two-way communications from the Fire Dispatch Centre to the satisfaction and agreement by the Kelowna Fire Chief or his designate. All costs and/or Service implementation delays associated with upgrading and/or replacing RDEK communication equipment that are not operating at the required level to send and receive two-way communication with the Fire Dispatch Centre, as determined by the Fire Chief or his designate, are the sole responsibility of the RDEK.
11. The RDEK will ensure that a "Preventative Maintenance" service agreement for all communications equipment is in place prior to the implementation of the Service and regular maintenance of the equipment to accepted emergency equipment standards is performed.

12. All future additional mobile equipment, or data connection costs, including MobileCAD and/or mobile RMS, is the responsibility of the RDEK but must be mutually agreed upon.

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 RDEK, working with Telus to obtain and deliver. Kelowna will cooperate and offer to leverage its existing contacts and relationships to ensure that this is completed in an expedient and satisfactory manner. Kelowna has discussed both issues with Telus and both are obtainable within the time frame and using current technology and infrastructure.

Additions to equipment, software and resources

Kelowna is responsible for the FDM RMS software/hardware system updates to properly provision the RDEK fire dispatch service.

Please note the following data requirements:

1. Any existing RDEK response logic and response zone shape files currently in use
2. RDEK map data in the form of shape files (or other file formats able to be converted to shape files) including but not limited to:
 - a. Political boundaries
 - b. Fire protection areas
 - c. Fire contract areas
 - d. Fire response zones
 - e. Fire hydrants and/or water supplies
 - f. Trails, pathways
 - g. Parcels
 - h. Ortho photos

Information will be updated on a regular basis, as required.

Kelowna is responsible for the Fire Dispatch Centre radio system additions and upgrades required dependent on the type of interface agreed on.

Enhancements and additions to current Fire Dispatch Centre

1. The current facility includes three dispatch/call taker positions and two call taker positions,
2. No enhancements or additions are required for the current dispatch facility.

Other Details

1. Kelowna has the ability to customize service to meet specific response protocols for each fire department as detailed in the mutually agreed to Local Response Plans.
2. All current Fire Dispatch Centre clients requiring specific response protocols have been met using one or all of the following capabilities within 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

FDM RMS Support

RDEK departments will be hosted by Kelowna with a Regional Access Model (workspace).

The Fire Dispatch Centre will provide technical and end user support Monday to Friday 0800 to 1630 (PST) and basic end user support after hours (1631 to 1900 PST) evenings, very basic end user support (24 hours) weekends and holidays.

Kelowna will support the continued use of FDM RMS modules for existing fire department users.

FDM RMS Training

The Fire Dispatch Centre will provide end user training required, for major upgrades and/or new users (face-to-face and/or web-based) for major upgrades and new users based on the composition and configuration of all FDM RMS modules as shipped from FDM .

Schedule - B

The cost schedule (including adjustment factor) applicable to the first five (5) years of the proposed Fire Dispatch Service, as presented in the Proposal, is as follows:

Year	2016	2017	2018	2019	2020
Dispatch Costs	\$115,136	\$174,019	\$177,882	\$181,841	\$185,900
Annual Licence	**	\$7,243	\$7,243	\$7,243	\$7,243
Operating Costs	\$10,294	\$12,741	\$13,060	\$13,264	\$13,474
Total	\$125,430	\$194,003	\$198,185	\$202,348	\$206,617

* * No licencing fees for FDM are included as the fees for 2016 are understood to have been paid by the current dispatch provider.

The above fees are payable as follows:

- (a) each year, starting May 30¹ 2016, the RDEK shall be billed on May 30th for the annual charges for the upcoming period (May 30 - May 29);
- (b) all invoices, bills and charges rendered by Kelowna shall be paid by the RDEK within 30 days of receipt.

The provision of service to additional new fire departments within the RDEK service area will be evaluated on a case by case basis and may require adjustment of the cost schedule. In the event that the parties are unable to reach agreement on adjustment of the cost schedule, the provisions of section 8 of the Agreement apply.

Implementation Costs

Implementation costs will remain separate from the costs for service as listed above. The Proposal provided an estimated cost for implementation (\$143,713, plus a \$14,713 contingency) based on research undertaken on behalf of RDEK as part of the proposal process. Actual costs will be based on program implementation and as agreed to by the project teams, subject to approval of both parties and consistent with the terms of the contract. Approved costs incurred by Kelowna on behalf of the RDEK will be billed back to the RDEK monthly.

Schedule- C

Approved Fire Department response agencies:

1. Baynes Lake Volunteer Fire Department (RDEK)
2. Canal Flats Fire Department
3. Cranbrook Fire Department
4. Edgewater Volunteer Fire Department (RDEK)
5. Elkford Fire Rescue Department
6. Elko Volunteer Fire Department (RDEK)
7. Fairmont Volunteer Fire Department (RDEK)
8. Fernie Fire and Emergency Services
9. Hosmer Volunteer Fire Department (RDEK)
10. Invermere Fire Rescue Department
11. Jaffray Volunteer Fire Department (RDEK)
12. Kimberley Fire Department
13. Panorama Volunteer Fire Department (RDEK)
14. Radium Hot Springs Fire Department
15. Sparwood Fire Department
16. Windermere Volunteer Fire Department (RDEK)

