



**REGIONAL DISTRICT
of Fraser-Fort George**

**9-1-1 CALL ANSWER and
FIRE/RESCUE DISPATCH SERVICES AGREEMENT**

BETWEEN

the REGIONAL DISTRICT OF FRASER-FORT GEORGE

AND

CARIBOO REGIONAL DISTRICT

Draft date: November 22, 2017

**9-1-1 CALL ANSWER and
FIRE/RESCUE DISPATCH SERVICE AGREEMENT**

BETWEEN:

THE REGIONAL DISTRICT OF FRASER-FORT GEORGE,
a local government incorporated pursuant to the *Local Government Act*
and having its business office located at:
155 George Street
Prince George, British Columbia V2L 1P8

(hereinafter referred to as the "RDFFG")

OF THE FIRST PART

AND:

CARIBOO REGIONAL DISTRICT
a local government incorporated pursuant to the *Local Government Act*
and having its business office located at:
Suite D, 180 North 3rd Avenue
Williams Lake, British Columbia V2G 2A4

(hereinafter referred to as the "CRD")

OF THE SECOND PART

WHEREAS:

- A. the RDFFG provides 9-1-1 call answer and fire/rescue dispatch emergency services;
- B. the CRD wishes the RDFFG to provide 9-1-1 call answer and fire/rescue dispatch services through the RDFFG System; and
- C. the parties have agreed to enter into this 9-1-1 Call Answer and Fire/Rescue Dispatch Services Agreement (the "Agreement") on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the premises, covenants, and promises of each party herein contained, the parties agree as follows:

1. DEFINITIONS

In this Agreement:

"9-1-1 Call Answer Service" means to permit persons within the CRD 9-1-1 Service Area who have access to a telephone connected to a telephone system, to dial 9-1-1 for the purpose of reporting information relating to police, fire, or ambulance emergencies

"9-1-1 Service Area" means the geographic area as described in Appendix B

"CAD" means the Computer Aided Dispatch System used for dispatching fire/rescue agencies

"CRD's 9-1-1 Service Area" means the geographic area as described in Appendix B

"CRD's Agencies" means the fire/rescue emergency response agencies within the CRD 9-1-1 Service Area listed in Appendix 'C'

"CRD's System" means the "CRD's field radio dispatch and communications system, and all other equipment and facilities within the Service Area that are required for the purpose of receiving dispatches from and otherwise communicating with the FOCC

“DATA” means address points, street centerlines, zone boundaries and community boundaries, and all associated attributes

“E-Comm” means Emergency Communications for British Columbia Incorporated, responsible for providing the PSAP Service

“Effective Date” means the date that service commences as specified in Section 5.1

“ERA” or “Emergency Response Agency” means any emergency response agency to which emergency calls are transferred through the Services and which is responsible for dispatching police, fire, medical emergency or other emergency personnel

“Fire/Rescue Emergency Dispatch and Communications Service” means the service responsible for receiving 9-1-1 fire/rescue calls from the PSAP and other emergency telephone calls from another source and dispatching the agencies listed in Appendix C

“FOCC” means the Fire Operations Communications Centre designated by the RDFFG that is responsible for providing the Fire/Rescue Emergency Dispatch and Communications Service

“GIS” means the computerized Geographic Information System used to manage the Data

“PSAP” means the Primary Safety Answering Point operated by the operator designated in section 2.2 (a.) on behalf of the RDFFG

“RCMP” means the Royal Canadian Mounted Police

“RDFFG System” means the 9-1-1 Emergency Telephone Service provided by the RDFFG consisting of 9-1-1 call answer, fire/rescue dispatch, and supporting GIS services

“RMS” means the Records Management System provided by the RDFFG for use by the fire/rescue agencies

“Service Fee” means the amounts payable by the CRD in respect of the Services as described in Appendix ‘A’

“Services” means, collectively, the PSAP service and the Fire/Rescue Emergency Dispatch and Communications Service, and the additional services described in this Agreement, to be provided by the RDFFG, and

“Term” means the term of this Agreement as described in Section 5.1.

2. SERVICES

2.1 The RDFFG agrees to provide the Services to the CRD as described below:

- a. 9-1-1 Call Answer Service within the CRD’s 9-1-1 Service Area;
- b. Fire/Rescue Emergency Dispatch and Communications Service; and
- c. CAD, RMS, and **supporting** GIS services.

2.2 Unless otherwise specified by the RDFFG:

- a. the PSAP shall be operated by E-Comm from the Emergency Communications Centre for Southwest British Columbia; and
- b. the Fire/Rescue Emergency Dispatch and Communications Service shall be operated by the City of Prince George and referred to as the FOCC for the purpose of this Agreement.

2.3 **PSAP**

In accordance with the terms of its contract with the PSAP provider, the RDFFG will require that all 9-1-1 calls routed by telecommunications service providers from the CRD's 9-1-1 Service Area to the PSAP, or that are otherwise received by the PSAP from the CRD's 9-1-1 Service Area, be:

- a. transferred by the PSAP to the RCMP if the call relates to a police emergency;
- b. transferred by the PSAP to the FOCC if the call relates to a fire or rescue emergency; and
- c. transferred by the PSAP to the BC Ambulance Service if the call relates to a medical emergency.

2.4 **Fire/Rescue Emergency Dispatch and Communications Service**

In accordance with the terms of its contract with the operator of the FOCC (but subject to section 3.1(d) of this Agreement), the RDFFG will require that upon receiving a 9-1-1 call from the PSAP, or an emergency call from another source within the CRD's 9-1-1 Service Area, that relates to a fire or rescue emergency, the FOCC will dispatch and communicate with the appropriate CRD's Agency(ies) when fire/rescue services are required.

3. **ADDITIONAL SERVICES**

3.1 **The RDFFG agrees to:**

- a. Supply the CRD with a report of all fire/rescue dispatched incidents within the CRD's 9-1-1 Service Area on a monthly basis, which will include statistics on the number of police, fire, and ambulance calls received.
- b. Receive, process, maintain, and update CAD and GIS data provided by the CRD.
- c. Provide CAD and RMS software and software support services, maintain and operate the CAD and RMS software and undertake periodic software updates and equipment upgrades as required to maintain efficiency of the Services.
- d. Make reasonable efforts to require the FOCC to operate to standards established by the National Emergency Number Association and the National Fire Protection Association.
- e. Schedule meetings in Prince George or at the CRD's office as necessary, to discuss system operation, maintenance, development, and costs. The cost of each party's attendance will be the responsibility of that party.

3.2 The CRD agrees to:

- a. Maintain and operate the CRD's System in the CRD's 9-1-1 Service Area.
- b. Where the CRD has or requires Crown tenures or private property agreements for communications sites, it is the responsibility of the CRD to secure and maintain such agreements.
- c. Provide twenty-four (24) hours/seven (7) days per week technical repair and maintenance services for the CRD's System.
- d. Maintain and update CAD and GIS Data derived from the CRD's 9-1-1 Service Area, including all of the CRD's member municipalities and First Nations, and to forward the Data and regular updates to the RDFFG. The CRD acknowledges and agrees that if regular Data updates are not submitted by the CRD to the RDFFG, the RDFFG shall not be responsible for missing or incorrect Data.
- e. Data submitted shall be spatial and in the format specified by the RDFFG, unless alternative arrangements have been mutually agreed upon by the RDFFG and the CRD.
- f. All addressing inquiries received by the RDFFG shall be redirected to the CRD.
- g. Notify Telus of all address changes for the CRD's service area.
- h. Act as a liaison between the RDFFG/FOCC, all Emergency Response Agencies listed in Appendix C, member municipalities, and First Nations in its Service Area.
- i. Confirm and sign off on the agencies in Appendix C.
- j. Provide requests for all additions and deletions to the list of agencies in the CRD's Service Area by way of an updated and signed-off Appendix C provided to the RDFFG. The amended Appendix C shall be attached to and form an integral part of this Agreement. Additions to the list of agencies serviced may result in costs to the CRD to implement, see Appendix A, 4.0.

4. SERVICE FEES

4.1 Fees and Disbursements

The RDFFG will charge for the performance of the Services only the fees and disbursements authorized under this Agreement.

4.2 Invoices

Invoicing shall occur semi-annually. The RDFFG shall provide the CRD with an invoice for the Service Fee payable for the previous six month's calls as determined in accordance with Appendix A.

The CRD will pay to the RDFFG the Service Fee payable in respect of that invoicing period as determined in accordance with Appendix A.

4.3 **Taxes**

The CRD will pay all applicable taxes levied by any governmental authority in connection with the payment of the Service Fee or the Services provided under this Agreement.

5. **TERM, AMENDMENT AND TERMINATION**

5.1 **Term**

This Services provided in this Agreement will be delivered January 1, 2018 to December 31, 2022.

5.2 **Amendment**

This Agreement may only be amended by agreement in writing by both parties. Any amendment(s) will be attached to and form an integral part of this Agreement.

5.3 **Termination of the Services**

The parties acknowledge that the Services are essential for the protection of the public in the CRD's 9-1-1 Service Area.

In the event of a breach of this Agreement by the CRD, the RDFFG agrees it will not terminate this Agreement unless the RDFFG provides notice of the breach of the Agreement by the CRD, and the CRD fails to rectify the breach within six (6) months of the date of notice.

In the event of a breach by the RDFFG that results in loss of, or substantial degradation to, the Services, the CRD may terminate this Agreement by providing six (6) months' notice to the RDFFG. In the event of early termination of this Agreement, the Service Fee will be adjusted on a pro-rata basis for Services that were completed up to and including the date of termination.

6. **DISPUTE RESOLUTION**

6.1 **Procedure**

If there is any dispute arising out of, or relating to, this Agreement, the parties will attempt to resolve such dispute, first by direct negotiation and then, if that is not successful and if the parties so agree, by mediation with a neutral third party mediator acceptable to both parties. Each party will bear its own costs and expenses in connection with any mediation and all costs and expenses of the mediator will be shared equally by the parties. If any dispute is not settled by negotiation or mediation within sixty (60) days either party may give written notice to the other requiring the dispute be settled exclusively by binding arbitration by a single arbitrator. If the parties cannot agree on an arbitrator, the arbitrator will be selected in accordance with the *Arbitration Act*.

6.2 **No Suspension of Services**

The parties agree that the Services are essential for the protection of the public within the CRD's 9-1-1 Service Area and that the Services may not be suspended during the resolution of any dispute referred to in section 6.1 unless this Agreement has first been terminated in accordance with section 5.3.

7. **INSURANCE**

Each party will obtain and maintain a comprehensive general liability insurance policy against claims for bodily injury, including death, property damage or other loss arising out of the operation of the Services. The RDFFG and the CRD will each include the other as an additional insured on the policy obtained and maintained by that party. Each policy will be written on a comprehensive basis with inclusive limits of not less than \$10,000,000 (ten million dollars) per occurrence or such higher limit as the parties may agree from time to time. If this Agreement is terminated prior to the expiration of the Term, the parties agree to maintain their respective policies for two (2) years after the date of such termination.

8. **INDEMNIFICATION**

8.1 **RDFFG Indemnification**

The RDFFG hereby indemnifies, saves harmless, releases and forever discharges the CRD from and against any and all manner of actions, causes of actions, claims, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection with, or attributable to the operation of the RDFFG System which is in any way contributed to, or by reason of, the negligence or other fault of the RDFFG, its servants, agents or employees in connection with or in consequence of this Agreement.

8.2 **CRD Indemnification**

The CRD hereby indemnifies, saves harmless, releases and forever discharges the RDFFG from and against any and all manner of actions, causes of actions, claims, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection with, or attributable to, the negligence or other fault of CRD, its servants, agents or employees in connection with, or in consequence of, this Agreement.

9. **GENERAL PROVISIONS**

9.1 **Further Agreements**

One (1) year prior to the expiry of the Term of this Agreement, the parties will meet to discuss the terms of a new agreement for the provision of the Services, but neither party will be bound to extend or renew this Agreement, or to enter into a new agreement, unless the terms of the extension, renewal or new agreement are approved by that party's Board and the agreement is executed by that party's authorized signatories.

In the event that six months prior to the end of the Term of this Agreement the CRD provides the RDFFG with written notice that it does not intend to renew this Agreement or to enter into a new Agreement, the RDFFG will calculate the CRD's invoice for the final year of the Term of this Agreement in accordance with Appendix A and with section 4.2.

9.2 Assignment

Neither party will have the right to assign, transfer, or otherwise dispose of any of its interest in all or any part of this Agreement, without the prior written consent of the other party.

9.3 Notices

Any notice required pursuant to this Agreement will be in writing and delivered personally, by courier, registered mail, or email to the address of the appropriate party as set forth herein, or to such other address as either party may substitute by written notice to the other:

for the CRD to:

Administrator
Cariboo Regional District
Suite D, 180 North 3rd Avenue
Williams Lake, BC V2G 2A4

Email:

for the RDFFG to:

General Manager of Community Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Email: communityservices@rdffg.bc.ca

Any notice or other writing sent in compliance with this section is deemed to have been given and received on the day it is so delivered unless that day is not a business day, in which case the notice shall be deemed to have been given and received on the next day that is a business day. For clarity, "business day" means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

9.4 Entire Agreement

This Agreement constitutes the entire agreement between the CRD and the RDFFG and supersedes all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the CRD and RDFFG with respect to its subject matter and may not be modified except by subsequent agreement in writing executed by the CRD and the RDFFG.

This Agreement will enure to the benefit of, and be binding upon the parties hereto, and their successors, administrators, executors, heirs and permitted assigns.

Each of the parties hereto covenants and agrees to execute such further documents and instruments and do such other things as may be necessary to implement and carry out the intent of this Agreement.

9.5 Waiver

Except as may be specifically agreed in writing, no action or failure to act by the CRD or the RDFFG shall constitute a waiver of any right or duty afforded either of them under this Agreement, nor shall any such action or failure to act, constitute an approval of, or acquiescence in any breach of this Agreement.

Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

9.6 **Relationship of Parties**

The legal relationship between the RDFFG and the CRD arising pursuant to this Agreement is that of service provider and purchaser of services and in particular, without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the RDFFG and the CRD to be that of partners in a partnership or joint venture, or employee and employer.

Nothing in this Agreement will be construed as creating any employment or other contractual relationship between the CRD, E-Comm, or the City of Prince George, its employees, servants, or agents.

9.7 **Access to Records**

- a. The RDFFG will promptly provide the CRD with operations information and records respecting the operation of the FOCC, as the CRD acting reasonably, may from time to time require.
- b. The RDFFG will provide to the CRD a copy of any contract, agreement, or memorandum of understanding between E-Comm, the City of Prince George, and the RDFFG concerning the operation of the PSAP or the FOCC.

9.8 **Access to Information Requests and Protection of Privacy**

The RDFFG and CRD both acknowledge and agree that all requests for access to records referred to in sections 2.3 and 2.4 of this Agreement that are received from third parties under the *Freedom of Information and Protection of Privacy Act (B.C.) ("FIPPA")* by the RDFFG or the CRD shall be processed in accordance with *FIPPA*. The RDFFG and the CRD will comply with all federal and provincial legislation applicable with respect to the protection of privacy as in effect from time to time, including without limitation the provisions of the *FIPPA*. Without limiting the foregoing, the RDFFG and the CRD both acknowledge and agree that the records referred to in this section include personal information (as defined in the *FIPPA*) and that such personal information shall be collected, maintained, used and disclosed only as permitted by and in accordance with the provisions of the *FIPPA*.

9.9 **Validity**

Should any part of this Agreement be declared or held invalid for any reason, such invalidity will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.

9.10 Miscellaneous

- a. Every reference to each party is deemed to include the heirs, executors, administrators, successors, permitted assigns, employees, servants, agents, officers, and invitees of that party whenever the context so requires or allows.
- b. Time is of the essence concerning this Agreement.
- c. This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia.

9.11 Counterpart

This Agreement may be executed by the parties in counterparts and may be executed and delivered by email or fax and all such counterparts and emails and faxes together constitute one and the same agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED ON BEHALF OF THE
REGIONAL DISTRICT OF FRASER-FORT GEORGE

Signature

Date

Chair (Please print)

Signature

Date

Corporate Officer (Please print)

SIGNED ON BEHALF OF THE
CARIBOO REGIONAL DISTRICT

Signature

Date

Chair (Please print)

Signature

Date

Corporate Officer (Please print)

APPENDIX A'

SERVICE CHARGES

The CRD will pay to the RDFFG for the Services at the times and frequencies specified in this Agreement, determined in accordance with the following provisions.

OPERATING AND CAPITAL COST CONTRIBUTION METHODOLOGY:

1.0 PSAP ANNUAL OPERATING COST CONTRIBUTION

The CRD will pay a ratio of the total annual fee payable by the RDFFG under its 9-1-1 Call Answer Centre Service Contract with E-Comm Emergency Communications (the "Total Annual E-Comm Fee") determined by the formula:

CRD Fee = CRD's 9-1-1 Call Ratio x Total Annual E-Comm Fee

where the CRD's 9-1-1 Call Ratio = CRD's 9-1-1 calls / Total 9-1-1 calls

2.0 FIRE/RESCUE EMERGENCY DISPATCH AND COMMUNICATIONS ANNUAL OPERATING COST CONTRIBUTION

The CRD will pay a ratio of the total budgeted costs for providing the Fire/Rescue Emergency Dispatch and Communications Service to all recipients of that service determined by the formula:

CRD Fee = CRD's Fire/Rescue Call Ratio x Total Fire/Rescue Dispatch Fee

where the CRD's Fire/Rescue Call Ratio = CRD's Fire/Rescue calls / Total Fire/Rescue calls

3.0 COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEMS

The CRD will pay to the RDFFG the actual annual licensing fees attributed by the CAD/RMS vendor to the CRD for CAD/RMS licensing fees.

4.0 ADDITIONAL FEES

Where the CRD requests additions to the list of Agencies serviced results in costs incurred by the RDFFG to implement (i.e.: software licenses, hardware, etc.) such costs will be invoiced to the CRD, payable within 30 days of the invoice date.

APPENDIX B

Cariboo Regional District Service Area



APPENDIX C

FIRE/RESCUE EMERGENCY RESPONSE AGENCIES

- (a) 100 Mile Fire Department
- (b) 108 Mile Fire Department
- (c) 150 Mile Fire Department
- (d) Alkali Lake First Nations Fire Department
- (e) Barlow Creek Fire Department
- (f) Big Lake Fire Department
- (g) Bouchie Lake Fire Department
- (h) Canim Lake First Nations Fire Department
- (i) Canoe Creek First Nations Fire Department
- (j) Canoe Creek/Dog Creek First Nations Fire Department
- (k) Central Cariboo SAR
- (l) Chimney-Felker Lakes Fire Department
- (m) Deka Lake Volunteer Fire Department
- (n) Forest Grove Fire Department
- (o) Greeny Lake Volunteer Fire Department
- (p) Hawkins Lake Volunteer Fire Department
- (q) Horsefly Fire Department
- (r) Interlakes Fire Department
- (s) Kersley Fire Department
- (t) Lac La Hache Fire Department
- (u) Likely Fire Rescue
- (v) Lone Butte Fire Department
- (w) Miocene Fire Department
- (x) Quesnel and District Highway Rescue Society
- (y) Quesnel Fire Department
- (z) Sulphurous Lake Volunteer Fire Department
- (aa) Ten Mile Fire Department
- (bb) Ulkatcho First Nations Fire Department
- (cc) Watch Lake/North Green Lake Fire Department
- (dd) Wells Volunteer Fire Brigade
- (ee) West Fraser Fire Department
- (ff) Wildwood Fire Department
- (gg) Williams Lake Fire Department

I confirm that the above list of Agencies is accurate and complete:

Signature of Authorized Signatory for the
Cariboo Regional District

Name (printed)