

THIS AGREEMENT is made effective the 18 day of September, 2018.

BETWEEN:

**CITY OF SURREY**

13450 - 104 Avenue  
Surrey, BC V3T 1V8

("Surrey")

OF THE FIRST PART

AND:

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**

1229 Esquimalt Road  
Esquimalt, BC V9A 3P1

(the "Client")

OF THE SECOND PART

**WHEREAS** Section 23 of the *Community Charter*, S.B.C. 2003, c. 26, as amended, provides that the corporate powers of a 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.

**AND WHEREAS** Surrey has agreed to receive, process by means of computer aided dispatch service and retransmit, all emergency related calls to the Client.

**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 mutually agree as follows:

1. Surrey agrees to provide the Client with:
  - (a) computer aided dispatch service and retransmission to the Client all fire-related Emergency calls; and
  - (b) after-hours answering service and retransmission to the Client all related calls,

(collectively the "Service") on the terms and conditions herein contained. For the purposes of this Agreement, an "Emergency" is defined as any notification that generated a response of personnel and/or a generation of a file by incident number.

2. For the Service, the Client agrees to pay to Surrey telecommunications costs, including equipment installation and upgrading costs, incurred to transmit data to and from Surrey, in addition to the sums as set out in Schedule "A", attached to and forming part of this Agreement which are payable as follows:
  - (a) each year, the Client shall be billed July 1<sup>st</sup> for the annual charges for that calendar year as described in Schedule "A", including any adjustments for changes in calls for service, labour costs and inflation costs as determined by Surrey in accordance with Schedule "A";
  - (b) all invoices, bills and charges rendered by Surrey shall be paid by the Client within 30 days of receipt.
3. The term of this Agreement shall be for 5 years commencing on the transition date of service provision in 2018 and terminating on the same month and day of 2023.
4. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address. The Client will pay to Surrey all amounts owing under this Agreement for the Service provided by Surrey up to and including the date of termination.
5. Surrey shall be responsible for, have control and custody of and maintain the computers, computer programs and other equipment necessary, and provide the staff to receive and retransmit the Emergency calls emanating from the Client and provide ongoing radio support to attending emergency response crews.
6. The Client shall provide and maintain existing or compatible radio systems and hardware to receive the transmittals from Surrey. Surrey will provide the Client with as much notice as practicable in advance of undertaking any major changes to the Surrey radio systems.
7. The Client, at its expense, will provide Surrey with all information deemed necessary by the Surrey Fire Chief or his designate, in order that Surrey may properly provide the Service. Unless otherwise agreed in writing by Surrey, the Client is responsible for providing and maintaining its own computers, software and other equipment and supplies required for the receipt of the Service.
8. The Client agrees that it will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
9. Surrey shall retain:
  - (a) all voice recordings of Emergency calls received from the Client and other dispatch recordings relating to Client incidents for a period of 180 days; and
  - (b) all other incident data records for a period of seven (7) years.


Surrey shall provide the Client with copies of such recordings or records upon request from the Client.

10. For the purposes of the *Freedom of Information and Protection of Privacy Act*, the voice readings and electronic records of Surrey relating to any Service provided to the Client are deemed to be the records of the Client. Should Surrey receive an access request pursuant to the *Freedom of Information and Protection of Privacy Act* relating to the Service, the Client agrees that Surrey will transfer the request to the Client, and the Client agrees to accept the transfer, for the Client to respond directly to the applicant. In such cases, Surrey will forward the raw data relating to the request to the Client within five (5) business days.
11. Surrey will export incident data via a socket transmitter from FDM CAD to a third party vendor computer upon receipt from the Client of a written authorization to provide the data to the specified third party.
12. The Client agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability arising from any possible breach of privacy under the *Freedom of Information and the Protection of Privacy Act*.
13. The Client agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability arising from personal injury, death or other damages or loss, whether to persons or property, which may be suffered, sustained or which are in any way attributable to the Service or this Agreement. This includes, but is not limited to, liability arising from the negligent performance of dispatch services or arising from the breakdown, malfunction or failure of computer aided dispatch equipment, including related equipment such as telecommunications equipment. The Client also agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability arising from erroneous or inaccurate information provided by the Client or by a party using the Service.
14. Sections 9, 10, 12 and 13 shall survive termination of this Agreement.
15. If there is any dispute regarding the interpretation, performance, or an alleged breach of this Agreement, either party may give written notice of dispute to the other party and a representative from Surrey's and a representative from the Client shall meet within three (3) business days after the notice of dispute is given and shall attempt in good faith and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties. The representatives shall be the Fire Chief of each party or designate. If the Surrey and Client representatives cannot resolve the dispute within five (5) business days after they first meet, it shall be referred for arbitration by a single arbitrator appointed and acting under the *Arbitration Act*, R.S.B.C. 1996, c. 55, as amended, and the arbitrator shall issue a final decision regarding the dispute within thirty (30) days after his or her appointment, subject to extension of that time by agreement of the parties.
16. Neither party may assign this Agreement without the written consent of the other.
17. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements whether verbal or written.

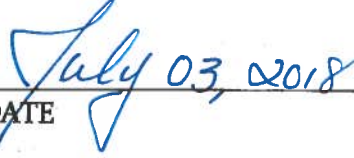
18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed on the dates indicated below.

CITY OF SURREY by its authorized signatories:

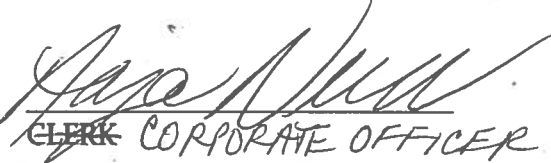
  
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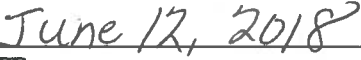
  
\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
DATE

CORPORATION OF THE TOWNSHIP OF ESQUIMALT by its authorized signatories:

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
~~CLERK~~ CORPORATE OFFICER

  
\_\_\_\_\_  
DATE

**SCHEDULE "A"**

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**

Annual Operating Charges – Emergency Dispatch and Non-emergency After Hour Call Answering

1. The annual operating charge will be the only “Annual Operating Charge” or the amount charged for service.
2. Surrey will conduct a call volume review after each calendar year. The Annual Operating Charge for the subsequent calendar year will be adjusted based on increases to call volumes in the preceding calendar year.
3. Surrey will conduct a labour cost and inflation review of variable costs related to providing the Services after each calendar year. These variable dispatch costs may include telecommunication costs, software maintenance licenses and other costs invoiced by suppliers and vendors to Surrey's dispatch center. After its annual review, the Operating Charge for the subsequent calendar year will be adjusted based on the actual labour costs for that year and inflation increases for variable dispatch costs. The fee amounts shown below for the calendar years 2019 to 2023 are estimates only based on an increase of 3%.
4. Annual Operating Charges do not include any telecommunication costs incurred to transmit data to and from Surrey, including modems, routers and other means.
5. Annual Operating Charges do not include any annual maintenance licensing costs for the various software options available to the Client.
6. Annual Operating Charges do not include GST or any other applicable taxes.
7. Annual Operating Charges for the initial calendar year will be pro-rated for the effective balance of the year.

Combined dispatch for emergency and non-emergency after hours services

Township of Esquimalt	< 1740 all calls	< 1910 all calls	< 2100 all calls	< 2310 all calls	< 2540 all calls	< 2790 all calls
2018	\$ 95,700	\$ 105,050	\$ 115,500	\$ 127,050	\$ 139,700	\$ 153,450
2019	\$ 98,571	\$ 108,202	\$ 118,965	\$ 130,862	\$ 143,891	\$ 158,054
2020	\$ 101,528	\$ 111,448	\$ 122,534	\$ 134,787	\$ 148,208	\$ 162,795
2021	\$ 104,574	\$ 114,791	\$ 126,210	\$ 138,831	\$ 152,654	\$ 167,679
2022	\$ 107,711	\$ 118,235	\$ 129,996	\$ 142,996	\$ 157,234	\$ 172,709
2023	\$ 110,943	\$ 121,782	\$ 133,896	\$ 147,286	\$ 161,951	\$ 177,891

Non-Recurring Charges

Surrey will invoice the Client for a non-recurring charge of \$1,200 in the first year to cover training and implementation costs.

The only other non-recurring (one-time) fees or charges will be those associated with the provision of necessary technological interfaces between Surrey and the Client's equipment as identified by Surrey, and for remote terminal equipment desired by the Client for remote access to the Surrey records management system or its own hosted solutions.

For certainty, the following specific services or service functions are NOT included in Annual Operating Charges and will be invoiced separately by Surrey:

- (a) Engineering and supply of technological interfaces between Surrey and the Client's equipment; and
- (b) Extension of communication circuits or the addition of required circuits within Surrey to enable communication between Surrey and the Client.

Expenses for initial radio, paging and records management connectivity along with engineering are expected to be an order of magnitude of \$150,000 +/- \$25,000. Surrey will invoice each of the five clients (The City of Colwood, Town of View Royal, Township of Esquimalt, Town of Sidney and District of North Saanich) in the Capital Regional District (the "CRD Clients") in an amount equal to one-fifth of the total of these costs, unless all of the CRD Clients have agreed in writing to a different cost sharing formula in which case Surrey will invoice each of the CRD Clients in accordance with that cost sharing formula.

If any latecomer proposes to become a client of Surrey for dispatch services that would require use of the equipment and system funded by the CRD Clients as their initial connectivity expenses, Surrey will make commercially reasonable efforts to recover from the latecomer as part of its agreement a contribution toward the initial expenses paid for by the CRD Clients. If the latecomer becomes a client of Surrey and makes a contribution to the initial expenses, the contribution will be distributed by Surrey to the CRD Clients on a prorated basis using a cost sharing formula equal to their relative contributions to the initial expenses, and the new client will become a CRD Client for the purposes of calculating any subsequent latecomer contributions.