

THIS AGREEMENT is made effective the _____ day of _____, 20_____.

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

("Esquimalt")

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 fire emergency related calls to Esquimalt.

NOW THEREFORE 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:

Definitions and Interpretation

1. In this Agreement, the following definitions apply:
 - (a) "Agreement" means this agreement, including all schedules.
 - (b) "Additional Service" means any service other than the "Dispatch Service" to be provided by Surrey to Esquimalt, some examples of which are included in Schedule "B".
 - (c) "Additional Service Fees" means fees for any Additional Services as set out in Schedule "B".
 - (d) "After-hours Service" means an additional service for the answering of non-response fire department phone calls and business calls outside of business hours, by Surrey for retransmission to Esquimalt.
 - (e) "Annual inflation" means the year over year cost increases related to labour and technology maintenance, which are determined at the end of the calendar year, for the billing year going forward as described in Schedule "A".
 - (f) "BCEHS" means British Columbia Emergency Health Services who operate emergency medical dispatch services and the BC Ambulance Service.
 - (g) "Business Hours" means normal operating business hours of Esquimalt.
 - (h) "By-law Services" means an additional service for which Surrey will provide non-emergency radio support, answer after-hour calls to Esquimalt by-law officers, document the calls and notify or retransmit them to Esquimalt.
 - (i) "CAD" means a computer aided dispatch system used by fire dispatchers for dispatching purposes, including the FDM computer aided dispatch used by Surrey.
 - (j) "Demarcation Point" means the location in Surrey where radio network transmissions or data via internet protocols leave Surrey's network or arrive at Surrey's network from Esquimalt.
 - (k) "Dispatch Service" means the receipt by Surrey of requests for service on behalf of Esquimalt and retransmission by Surrey of those requests to Esquimalt by utilizing, providing or meeting the following:
 - Dispatch radio consoles
 - Radio paging
 - Radio talk group support for Emergency transmissions
 - Secondary PSAP 9-1-1 telephony services
 - NFPA 1221 – Standard for the installation, maintenance and use of the Emergency Services Communications systems (as revised from time to time)
 - NFPA 1061 - Professional Qualifications for Public Safety Telecommunicator

- CAD services
 - IT support as it relates to CAD response programming, including mutual and automatic aid requests
 - CAD to RMS data transfer, with security set up for accessing the hosted database (workspace)
 - CAD to CAD interface with BCEHS
 - GIS mapping for CAD
 - Recording of operating radio channels for fire department use
 - Time stamping of all movements for the duration of the incident
 - Configuration of Mobile CAD/MDS
 - Active incident viewer
 - Annual and monthly Client statistical reports
 - Daily situation Client reports
 - Annual Client meeting
 - Email event gateway notification to Client enterprise email address
 - Recommendations for technology for station alerting and Rip-n-Run printing
 - Answer alarm company calls and testing calls
- (l) "Emergency" means any notification that generated a response of personnel and/or a generation of a file by incident number.
- (m) "FOI/RFI requests" means an additional service for providing Recordings in response to requests under the Freedom of Information and Protection of Privacy Act or other requests for information.
- (n) "GIS" means geographical information system to provide map data, supported by Geo BC, Integrated Cadastral Information Society (ICIS) and GIS Innovations to maintain accurate road and street data for incident locating in CAD.
- (o) "Jurisdiction Coverage Area" means the primary response boundaries of Esquimalt and may include CAD mapping for any mutual and automatic aid coverage areas.
- (p) "LiveMuM" means an additional service which provides automated move-up and coverage recommendations for the jurisdiction coverage area.
- (q) "Mobile CAD/MDS" means an additional service which provides software in the apparatus for assistance while responding to an incident, and includes incident location, mapping, active incident listings and automated CAD benchmarking for timestamps.
- (r) "NG 9-1-1" means the Next Generation 9-1-1 system mandated by the Canadian Radio-Television and Telecommunications Commission (CRTC) and provided by TELUS.
- (s) "PSAP" means public safety answering point which is the primary responsible for receiving and down streaming fire related 9-1-1 calls to Surrey as the secondary PSAP.

- (t) "Public Works Service" means an additional service for which Surrey will answer after-hour public works requests for Esquimalt, document requests, and notify or retransmit them to Esquimalt.
- (u) "Recordings" means audio voice recordings of radio and telephone calls and in the case of NG 9-1-1 recordings, may also contain video, photographic and text message data.
- (v) "RMS" means records management system software for documenting fire department related data.
- (w) "Third Party Data Transfer" means the transfer by Surrey of copies of all or part of Esquimalt's CAD to RMS data to an additional party named by Esquimalt.

Dispatch Service

- 2. Surrey agrees to provide Esquimalt with the Dispatch Service on the terms and conditions contained in this Agreement.
- 3. For the Dispatch Service, Esquimalt agrees to pay to Surrey any costs incurred beyond the Demarcation Point for equipment to transmit data to and from Surrey, provided such costs are preapproved and consented to by Esquimalt, in addition to the fees as set out in Schedule "A", which are payable as follows:
 - (a) each year, Esquimalt shall be billed July 1st for the annual fees for that calendar year as described in Schedule "A", including any adjustments for changes in calls for service, and inflation costs as determined by Surrey in accordance with Schedule "A";
 - (b) all invoices, bills and charges rendered by Surrey to Esquimalt shall be paid by Esquimalt within 30 days of receipt.

Additional Services

- 4. Surrey agrees to provide Esquimalt with the Additional Services requested in writing by Esquimalt.
- 5. For the Additional Services provided by Surrey to Esquimalt, Esquimalt agrees to pay Surrey the costs as set out and described in Schedule "B", which are payable as follows:
 - (a) including any adjustments for changes in calls for service, and inflation costs as determined by Surrey in accordance with Schedule "B";
 - (b) all invoices, bills and charges rendered by Surrey to Esquimalt shall be paid by Esquimalt within 30 days of receipt.

Term and Termination

6. The term of this Agreement shall commence on September 19, 2023 and terminate on the 31st day of December 2028.
7. Upon conclusion of the initial term, this Agreement may be extended for a further term of up to five (5) years, subject to mutual agreement by all parties on terms and pricing. In the event a new term is not finalized prior to the expiry of the initial term, this Agreement will continue on a month-to-month basis under the same terms and conditions until such time the parties agree to a new term or determine that they will be unable to reach mutual agreement on a new term.
8. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address. Esquimalt will pay to Surrey all amounts owing under this Agreement for the Service provided by Surrey up to and including the date of termination.
9. In the event this Agreement terminates for any reason, the parties will work cooperatively to transition Esquimalt to a new service provider. All reasonable efforts will be taken to ensure the uninterrupted provision of Services.
10. Termination of this Agreement does not affect any other legal remedies available to either Surrey or Esquimalt.
11. Any Dispatch Services provided by Surrey to assist in transition after the Agreement termination date will be payable to Surrey by Esquimalt, as determined by Surrey's then current rate for Dispatch Services. Fees related to transition data transfer or back up data base provision will be determined jointly by the parties, acting reasonably during the period of transition. Software vendors may need to be engaged to assist with such transfers. Fees for this data transfer are at the expense of Esquimalt.

Surrey Responsibility

12. Surrey shall be responsible for, have control and custody of and maintain the computers, computer programs, telephony systems and other equipment necessary, and provide the staff to receive and retransmit the Emergency calls emanating from Esquimalt and provide ongoing radio support to attending emergency response crews.

Client Responsibilities

13. Esquimalt shall provide and maintain existing or compatible radio systems and hardware to receive the transmittals from Surrey. Surrey will provide Esquimalt with as much notice as practicable in advance of undertaking any major changes to the Surrey radio systems.
14. Esquimalt shall provide GIS road and address data to a data aggregator such as, but not limited to: Geo BC, ICIS, GIS Innovations or TELUS to maintain accurate road and street data for incident locating in Esquimalt and compliance with NG 9-1-1 requirements.

15. Esquimalt, at its expense, will provide Surrey with all information deemed necessary by the Surrey Fire Chief or designate, in order that Surrey may properly provide the services to Esquimalt. Unless otherwise agreed in writing by Surrey, Esquimalt is responsible for providing and maintaining its own computers, software, GIS data and other equipment and supplies required for the receipt of the services.
16. Esquimalt agrees that it will continue to be responsible for receiving all non-response and business calls directly during normal business hours.

Records

17. Surrey shall retain:
 - (a) all Recordings of Emergency calls and other dispatch Recordings relating to Esquimalt incidents for a period of 180 days; and
 - (b) all other incident data records for a period of seven (7) years.
18. Surrey shall provide Esquimalt with copies of incident Recordings or records upon request from Esquimalt within five (5) business days, for Esquimalt fire department's exclusive use.
19. For the purposes of the *Freedom of Information and Protection of Privacy Act*, the Recordings and electronic records of Surrey relating to any services provided by Surrey to Esquimalt are deemed to be the records of Esquimalt. Should Surrey receive an FOI/RFI request relating to such services, Esquimalt agrees that Surrey will transfer the request to Esquimalt in accordance with Section 11 of the *Freedom of Information and Protection of Privacy Act*, and Esquimalt agrees to accept the transfer, for Esquimalt to respond directly to the applicant.
20. To request copies of records from Surrey in order to respond to an FOI/RFI request received by Esquimalt, Esquimalt will utilize Surrey's Fire Department information Requests web portal (<https://www.surrey.ca/city-services/14400.aspx>). The current posted Dispatch Recording Application Fee will be payable by Esquimalt to Surrey. In such cases, Surrey will forward the raw data relating to the request to Esquimalt within five (5) business days.
21. If requested by Esquimalt to provide a Third-Party Data Transfer, Surrey will export incident data via a socket transmitter or email gateway from FDM CAD/RMS to a third-party vendor computer, upon receipt from Esquimalt of a written authorization to provide the data to the specified third party.

Indemnification

22. Where it is contributorily negligent, Esquimalt agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability caused by a

breach of privacy under the *Freedom of Information and the Protection of Privacy Act* in connection with the performance of this Agreement, except to the extent and proportion that such liability is caused by the negligence of Surrey, its councillors, employees and agents.

23. Esquimalt agrees to indemnify and save Surrey, its elected and appointed officials, 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 Services provided to Esquimalt or this Agreement, unless caused by the negligence of Surrey to dispatch services in a timely and accurate manner. Negligence is determined with reference to the accuracy and timeliness standards set out in NFPA 1221.
24. Esquimalt agrees to indemnify and hold harmless Surrey for breakdown, malfunction or failure of telecommunications service from the 9-1-1 service vendor arising from connections, services or infrastructure not under the control of Surrey.
25. Esquimalt also agrees to indemnify and save Surrey, its elected and appointed officials, employees and agents forever harmless from any and all liability arising from erroneous or inaccurate information provided by Esquimalt or by a party using the Service.
26. Sections 16, 17, 18, 19, 21, 22, 23 and 24 shall survive termination of this Agreement.

Dispute Resolution

27. 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 Esquimalt shall meet within five (5) 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 Esquimalt representatives cannot resolve the dispute within five (5) business days after they first meet, it shall be referred for mediation and if unresolved to litigation.
 - (a) Negotiation – The parties will make reasonable efforts to resolve any dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
 - (b) Mediation – If all or any portion of a dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 14 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each

party will bear its own costs of participating in the mediation; and

- (c) Litigation – If within 90 days of the mediation the dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

Force Majeure

- 28. Surrey shall not be responsible or liable in any way for any delays in or suspension of its obligations under this Agreement caused by: (a) acts of God; (b) restrictions, regulations or orders of any government authority (except Surrey) or agency or subdivision thereof or delays caused by such authorities or agencies; (c) strikes or labour disputes; (d) fires or other loss of facilities; (e) any breach or delay in the provision of services by any other third party software or technology supplier, which prevents or interferes with Surrey's ability to deliver the Services hereunder; (f) any failure of any utilities or communications (including radio networks and public telephony and wireless services) which materially impacts Surrey's ability to deliver the Services; (g) acts of war (whether declared or undeclared), terrorism, sabotage or similar incidents or events; or (h) any other causes beyond the reasonable control, and not the result of the fault or neglect, of Surrey (collectively, a "Force Majeure Event").
- 29. Where there has been a Force Majeure Event:
 - (a) Surrey will take reasonable steps to end, address and/or mitigate the effects of such event; and
 - (b) The parties will work collaboratively to develop the necessary work arounds to ensure the continued provision of the Services, to the extent possible, during the Force Majeure Event.

General Provisions

- 30. Neither party may assign this Agreement without the written consent of the other.
- 31. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements whether verbal or written.
- 32. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 33. This Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada.
- 34. This Agreement may be amended by the parties in the future to include the provision of additional dispatch services by Surrey.

35. All amendments will be written and signed as an amending agreement by the representatives which shall be the Fire Chief of each party or designate.

Counterparts

36. This Agreement may be executed electronically and in counterparts, all of which taken together will constitute one single agreement.

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

CITY OF SURREY
by its authorized signatories:

FIRE CHIEF

DATE

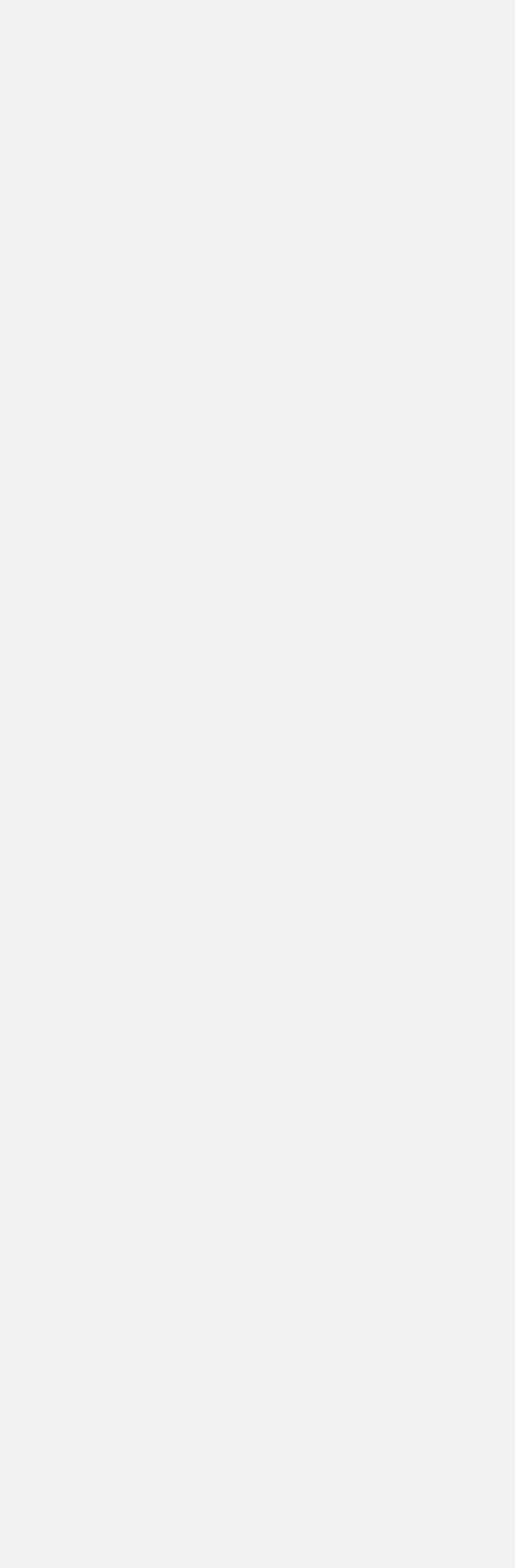
CORPORATION OF THE TOWNSHIP OF ESQUIMALT
by its authorized signatories:

MAYOR

CORPORATE OFFICER

DATE

CONFIDENTIAL DRAFT



SCHEDULE "A"
CORPORATION OF THE TOWNSHIP OF ESQUIMALT

Annual Dispatch Services

1. The annual Dispatch Service fees set out below in the table and adjusted pursuant to paragraphs 2 and 3 of this Schedule A, Part 1 will be the only amount charged for the Dispatch Service.
2. Surrey will conduct a call volume review after each calendar year. The annual Dispatch Service fees for the subsequent calendar year may be adjusted based on Esquimalt's call volume increases from the previous year.
3. Surrey will conduct a labour cost and technology maintenance inflation review of variable costs related to providing the Dispatch 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 Dispatch Service fee 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 "Annual inflation"). The fee amounts shown below for the calendar years 2024 to 2028 are estimates only based on an estimated inflation increase of 3.5%.
4. Annual Dispatch Service fees do not include any telecommunication costs incurred to transmit data to and from Surrey for Esquimalt, including modems, routers and other equipment defined as technology or Engineering and supply of technological interfaces between Surrey and Esquimalt's equipment, or communication circuits or the addition of required circuits within Surrey or Station Alerting equipment or maintenance thereof, for notification from Printer Rip-n-Runs or Radio digital signalling for the various station alerts.
5. Annual Dispatch Service charges do not include any annual maintenance licensing costs for the various "Additional Service" options available to Esquimalt.
6. Annual Dispatch Service fees do not include GST or any other applicable taxes.

Esquimalt Fire Department Dispatch Service Fee Schedule

Year	Annual call volume up to:	Annual call volume up to:	Annual call volume up to:	Annual call volume up to:	Annual call volume up to:	Annual call volume up to:
	1000	1100	1210	1331	1464	1611
2024	\$ 66,000	\$ 72,600	\$ 79,860	\$ 87,846	\$ 96,631	\$ 106,294
2025	\$ 68,310	\$ 75,141	\$ 82,655	\$ 90,921	\$ 100,013	\$ 110,014
2026	\$ 70,701	\$ 77,771	\$ 85,548	\$ 94,103	\$ 103,513	\$ 113,864
2027	\$ 73,175	\$ 80,493	\$ 88,542	\$ 97,396	\$ 107,136	\$ 117,850
2028	\$ 75,737	\$ 83,310	\$ 91,641	\$ 100,805	\$ 110,886	\$ 121,974

SCHEDULE "B"

Additional Services

Commented [A1]: This is a new table of fees for optional additional services.

The following Additional Service options are available to Esquimalt for the costs set out below (the "Additional Service Fees"):

Optional Services	One Time Purchase	Annual Maintenance	Cost per year
Additional FDM RMS license	\$ 17,250	FDM RMS maintenance	\$ 3,000
QlikView/QlikSense license	\$ 500	Qlik maintenance/license	\$ 135
Deccan LiveMuM Software	Quote	Deccan maintenance	Quote
Mobile CAD license per device	\$ 1,600	Mobile CAD maintenance	\$ 320
Mobile data device (CF-33)	\$ 5,000		
Cellular/GPS Modem (Cypress)	\$1,200		
Rip-n-run laser Printer	\$ 500		
Rip N Run router/firewall	\$1,500		
DTMF radio decoder	\$ 400		
Digital radio decoder	\$ 900		
Pre-alert signal box	\$ 700		
PA with pre-alert tones	\$ 1,400		
Additional FDM table	Quote		
Public Works Service	Quote		
By-law Services	Quote		
FDM Customization	\$ 150/hour		

* Inflation for optional service and annual maintenance may apply in 2025 and beyond.