

Memo



Date: September 14, 2011
To: City Manager
From: Jeff Carlisle, Fire Chief
Subject: RDOS Fire Dispatch Agreement

Report Prepared by: Jason Brolund, Deputy Fire Chief

Recommendation:

THAT COUNCIL authorizes the City to enter into a five (5) year Agreement with the Regional District of Okanagan Similkameen (RDOS) for the provision of fire dispatch services in the form attached to the Report of the Fire Chief dated September 14, 2011;

AND THAT the Mayor and City Clerk be authorized to execute the Agreement;

AND THAT Council approves a 2011 Financial Plan amendment for the hiring of 2 Relief Dispatch positions to start on approximately November 15, 2011 at a 2011 cost of \$16,558 with funding from revenue to be received from the Regional District of Okanagan Similkameen as per the Agreement.

Purpose:

To authorize the execution of a new five (5) year agreement with the Regional District of Okanagan Similkameen (RDOS) for the provision of fire dispatch services by the Kelowna Fire Department Dispatch Centre.

Background:

The RDOS issued a Request for Proposals (RFP) for the delivery of a Regional Fire Dispatch Service within their boundaries which closed July 6th. Staff from the City prepared a competitive and realistic proposal in response to this RFP. On July 21st the RDOS Board supported the administrative recommendation to award a five (5) year agreement to the City of Kelowna and that the RDOS Chair and Chief Administrative Officer execute that agreement with the City of Kelowna.

On July 25, 2011 Council approved the City of Kelowna entering into negotiations with the Regional District of Okanagan Similkameen (RDOS) for the provision of fire dispatch services. The RDOS and Kelowna Fire Department, with the support of various other city departments, have negotiated an agreement. The agreement has been subject to legal review by the City Solicitor and feedback has been incorporated to form the 5 year agreement attached.

Financial/Budgetary Considerations:

The true cost to take on the additional call volume was evaluated and a funding model was developed. To offset future cost increases and minimize risk to the city, other factors such as inflation, potential wage increases administrative overhead and training costs were also included in the funding model.

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Additional revenue will be generated as a result of this agreement via the expansion of the existing fire alarm monitoring agreement. The dispatch centre is presently in the first year of a five year agreement to monitor fire alarms on behalf of Omega Communications. A Letter of Understanding has been established with Omega, specifying that this agreement will be expanded to include all fire alarms within the RDOS area.

Surplus revenues from this agreement will be directed as a contribution to capital reserves for the dispatch operation.

Personnel Implications:

This requires the hiring of 2 Relief Dispatch Staff plus 1 Administration Officer I, as identified in the Kelowna Fire Department 2010 Strategic Plan. To facilitate training, this staff would need to be in place 1 month prior to the service transition date of December 1, 2011.

Alternate Recommendation:

THAT Council directs the Fire Chief to decline the opportunity to provide services to the Regional District of Okanagan Similkameen.

Considerations not applicable to this report:

Legal/Statutory Authority: N/A

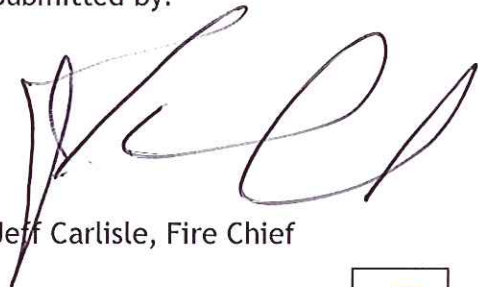
Legal/Statutory Procedural Requirements: N/A

Existing Policy: N/A

External Agency/Public Comments: N/A

Communications Comments: N/A

Submitted by:



Jeff Carlisle, Fire Chief

Approved for inclusion:



P. Macklem, General Manager, Corporate Sustainability

cc:

Human Resources
Information Services
Risk Management
City Clerk
Finance

THIS AGREEMENT dated for reference the 9th day of September 2011.

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 OKANAGAN-SIMILKAMEEN
101 Martin Street
Penticton, B.C. V2A 5J9

(hereinafter called the "RDOS")

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 RDOS issued a Request for Proposals dated June 8, 2011 for fire dispatch service (the "RFP");
- C: Kelowna submitted a proposal to the RDOS dated July 5, 2011 (the "Kelowna Proposal") in response to the RFP; and
- D: The RDOS has agreed to contract with Kelowna for the provision by Kelowna of fire dispatch services to the RDOS 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 RDOS.

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 RDOS"** means the list of fire departments established or approved by the RDOS 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 RDOS 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 RDOS with fire dispatch and communications services including the following:

- (a) 911 emergency calls for fire department assistance that originate in the RDOS 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 RDOS;

(c) After the initial dispatch, the Fire Dispatch Centre will provide full incident command support to the RDOS 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 fire fighting and other resources are provided in the event of an Emergency) where required by the RDOS. The responsibility of Kelowna for the callout of RDOS 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 the Service 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. 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*.

- 2.3 Kelowna will not be responsible for dispatching RDOS 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 RDOS 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 RDOS will also maintain the radio and paging network used to deliver service in the South Okanagan.
- 2.5 Kelowna will retain all voice recordings of requests for emergency assistance received from within the RDOS 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 RDOS.

- 2.6 The Parties will meet initially at 3 months, thereafter bi-annually (6 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 Notwithstanding anything herein to the contrary, Kelowna will provide the Service to the level and standard thereof in accordance with the Kelowna Proposal.
- 2.8 All records or recordings and such other data as pertains to Service provided under this Agreement to the RDOS will be and remains exclusively the property of the RDOS and may not be released to others without its express consent. Information may only be released under request of a corporate officer of the RDOS 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 RDOS 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 RDOS, 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. RDOS 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 RDOS, with the exception of equipment within the Fire Dispatch Centre.
- 3.2 All radio licenses and other related requirements of Industry Canada shall be the responsibility of the RDOS.

4. Term

- 4.1 The term of this Agreement will commence on the 15th day of December 2011 and terminate on the 15th day of December 2016. On or before December 15, 2015, 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 RDOS 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 RDOS 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 RDOS and its employees, contractors and agents; or
- (b) a breach of this Agreement by the RDOS.

- 6.2 Subject to the provisions of section 2.3 of this Agreement, Kelowna agrees it will indemnify and save harmless the RDOS, 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 January 1, 2014, 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 RDOS 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 RDOS at its fax number - (250) 492-0063, to the attention of the Community 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

(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 RDOS will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
- 11.3 The RDOS 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 RDOS 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 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 the parties hereto have executed this Agreement 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 OKANAGAN-SIMILKAMEEN
by its authorized signatories:

CHAIR



CHIEF ADMINISTRATIVE OFFICER

File: 2320.20
City of Kelowna and RDOS – Fire Dispatch Service Agreement

Schedule A

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

Emergency Call Taking:

- Receive Emergency telephone calls (911)
- Receive telephone calls regarding Emergency incidents
- Receive data transfers (via interface to BCAS CAD System) regarding Emergency incidents
- Receive radio reports regarding Emergency incidents
- Receive smoke sighting reports from Ministry of Forest and Range
- Record technicians working on fire alarm systems and building occupants testing fire alarm systems (and provide "no response" notification to affected departments).

Call Processing and Response:

- Dispatch resources in accordance with standard operating guidelines, perceived incident level and local level response plans, including customized levels of response for individual departments including agencies identified in Schedule C:
 - Incident notification via radio or voice paging system,
 - incident details via e-mail, facsimile or network/internet rip and run report.
- Call and liaise with local fire chiefs / authority regarding nature of incident / complexity, resources required, via radio or telephone.
- Notification acknowledgement confirmation (then activate default no response procedures).
- Monitor Emergency calls at the command channel level, where systems allow.
- Receive and process requests for additional resources including, but not limited to:
 - Utility companies,
 - Provincial Emergency Program,
 - Highways,
 - Forestry,
 - Other resources as required.
- Generate and maintain initial incident reports for all incidents.
- Provide post conclusion Incident reports to responding agencies identified in Schedule C.
- Provide a dedicated telephone number (local or toll free) for responders to access the Fire Dispatch Centre.
- Tracking of afterhours staff, using implementation of Telus Alert and Assist or equivalent technology, subscription cost paid directly by the recipient of service.
- Callout of Civic Staff as required, via a single point of contact as provided by the RDOS

Media Liaison:

- Provide post 24 hour report on region wide incidents to media outlets prior to 0700hrs daily.

- Provide limited incident information to media outlets afterhours or if Incident Command has not staffed the Information Officer position.
- Full recording of all 9-1-1, non-Emergency telephone and radio (paging and command) communications, where systems support this.

General Requirements:

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, when mutually agreed upon.

It is understood that the RDOS 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, 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.
4. Provide monthly, Response Zone information (ESRI shape files) that is accurate down to the parcel level in order to ensure accurate dispatching.
5. Provide monthly, 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
6. Arrange and undertake any and all work as required by Telus in order to establish and facilitate the ongoing delivery of 9-1-1 fire calls at the SSAP level to the Kelowna Fire Dispatch Centre.
7. Pay ongoing telecommunications costs, including equipment operation, site rental, licensing and upgrading costs.

8. Provide and maintain all start-up and ongoing costs of redundant internet and telephone connections at a 'site' within RDOS to enable linkages between the radio system and dispatch centre.
9. Arrange and provide on an ongoing basis, the 'site' within the RDOS that is suitable for housing the communication link and related items.
10. Pay other costs relating to the construction, configuration & maintenance of radio communication links required for service with the RDOS.
11. Purchase, license and maintain all radios including base stations, pagers and any other hardware required to facilitate this arrangement, with the exception of equipment within the dispatch centre itself. Service recipients are responsible for their radio and pager licensing, acquisition, operation and maintenance costs, related to delivery of the service within the RDOS area.
12. Ensure that all radio licenses and other related requirements of Industry Canada are met.
13. 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. The RDOS agrees that it will continue to be responsible for receiving all non-Emergency and business calls directly during normal business hours.
14. All communications equipment and installations shall meet NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems.
15. The RDOS will 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.
16. All future additional mobile equipment, or data connection costs, including mobile CAD and/or mobile RMS, is the responsibility of RDOS.

Schedule - B

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

Year	2012	2013	2014	2015	2016
Service Fees	\$ 200,900	\$ 205,923	\$ 211,071	\$ 216,348	\$ 221,757

The above fees are payable as follows:

- (a) each year, the RDOS shall be billed December 15th for the annual charges for the upcoming period December 15th – December 14th;
- (b) all invoices, bills and charges rendered by Kelowna shall be paid by the RDOS within 30 days of receipt.

The initial start-up fee payable to the City of Kelowna for the service will be \$20,000.

- This fee includes costs associated with the modification of the Zetron Integrator, CAD, Mapping and RMS systems to support the expanded fire dispatch service as well as the implementation of the training plan. This amount also reflects staff time involved in the planning, support and implementation of the service. This amount is payable upon execution of the agreement.

The provision of service to additional new fire departments within the RDOS 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.

Schedule - C

Approved Fire Department response agencies:

1. Anarchist Mountain Volunteer Fire Department
2. Hedley Volunteer Fire Department
3. Kaleden Volunteer Fire Department
4. Keremeos and District Volunteer Fire Department
5. Naramata Volunteer Fire Department
6. Okanagan Falls Volunteer Fire Department
7. Oliver Fire Department
8. Osoyoos Fire Department
9. Penticton Fire Department
10. Penticton Indian Band
11. Princeton Fire Department
12. Summerland Fire Department
13. Tulameen Volunteer Fire Department
14. Willowbrook Volunteer Fire Department

Approved Fire Service Societies operating in the RDOS:

1. Alison Lake Fire Brigade
2. Apex Fire Brigade
3. East Gate Fire Brigade
4. Erris Creek Fire Brigade
5. Hayes Creek Fire Brigade
6. Missezula Lake Fire Brigade