



PROFESSIONAL SERVICES AGREEMENT REGIONAL FIRE DISPATCH SERVICE

THIS AGREEMENT is entered into on this _____ day of _____, 2022.

BETWEEN: **REGIONAL DISTRICT OF CENTRAL OKANAGAN,**
1450 KLO Road
Kelowna, BC. V1W 3Z4

(hereinafter, the “Regional District”)

AND: **CITY OF KELOWNA**
1435 Water Street,
Kelowna, BC. V1Y 1J4

(hereinafter, the “City”)

WHEREAS the City has, for a number of years provided fire dispatch services to the Regional District and regional municipal fire departments and the Regional District and the City wishes to continue having the City providing this service;

WHEREAS the Regional District and the City wish to enter into this Professional Services Agreement (“Agreement”) in order to establish the terms and conditions under which the City will provide fire dispatch services to the Regional District and regional municipal fire departments.

CONSEQUENTLY, THE PARTIES AGREE AS FOLLOWS:

1. Term

This Agreement will be effective as of the date first written above and shall continue for a period of five years, unless terminated earlier in accordance with the terms and conditions of this Agreement.

The parties may extend the term of this Agreement by a further five-year period, subject to mutual agreement between the parties on terms and conditions.

2. Overview

The City of Kelowna will provide emergency call answer, fire department dispatch services, and after hours' public works call answering services for the following departments within the Regional District of Central Okanagan:

- Regional District of Central Okanagan fire departments:
 - Ellison Fire Department
 - Joe Rich Fire Department
 - North Westside Fire Department
 - Wilson's Landing Fire Department
- City of Kelowna Fire Department;
- City of West Kelowna Fire Rescue Department;
- District of Lake Country Fire Department; and
- District of Peachland Fire & Rescue Department.

3. Fire Dispatch Services

Fire dispatch services include:

- Receipt of 9-1-1 and other emergency telephone calls from the general public and interrogation of the calling party;
- Receipt of alarm monitoring calls from alarm monitoring companies;
- Receipt of First Medical Response incidents from the British Columbia Ambulance Service;
- Receipt of emergency incidents directly from fire departments via radio or telephone;
- Dispatch and two-way communication services with fire departments within their fire protection areas in accordance with department operational procedures:
 - Incident notification via alerting and voice paging using the Regional District of Central Okanagan's regional radio system.
 - Secondary notification (non-critical) via email messaging
 - Incident details via facsimile or internet printer rip and run report
- Dispatch mutual aid departments as directed by the host department;
- Contact additional resources as requested by departments. Additional resources include, but not limited to:
 - British Columbia Ambulance Service
 - Royal Canadian Mounted Police
 - BC Wildfire Service
 - Fortis Gas and Hydro
 - BC Hydro
 - Ministry of Transportation and Infrastructure
- Create an incident report, benchmark apparatus, and update information in the computer aided dispatch system;

- Conduct regular radio system testing;
- Provide basic incident information (nature of incident and general location) to the media;
- Record and store audio associated with 9-1-1 lines, non-emergency telephone lines, and radio communications (paging and command channel);
- Strive to deliver fire dispatch services in accordance with NFPA 1221 and industry best practices; and
- 9-1-1 call routing, processing and delivery of 9-1-1 calls is the responsibility of TELUS.

4. Regional District Responsibilities

The Regional District undertakes to perform the following:

- Provide funding for the Regional Fire Dispatch on behalf of the region's fire departments, consistent with the level of funding at the time of the signing of this contract, as agreed each year through a written annual budget;
- Pay for and retain ownership of all equipment and capital items that are required to provide emergency dispatch services including all antennas, cabling, and antenna mounting structures necessary to interconnect to the Regional District radio system; and
- Manage the procurement of all equipment and capital items for the regional emergency dispatch program, in accordance with the Regional Board approved budget and the Regional District Purchasing Policy.

5. City Responsibilities

The City undertakes to perform the following:

- Provide a dedicated dispatch centre and be responsible for all facility operating costs;
- Provide and maintain a backup dispatch centre;
- Provide and maintain all systems and technologies necessary for the delivery of fire dispatching services (excluding a regional radio system);
- Provide appropriate fire dispatch staffing, including supervisory and management staff, as per industry standards and best practices;
- Maintain Workers Compensation, Comprehensive General Liability, and Automobile Liability Insurance; and
- Prepare an annual budget request to the Regional District CAO and Chief Financial Officer, which includes:
 - i. Capital and equipment requests,
 - ii. Operating costs for the program
 - iii. An overview of the anticipated annual work plan
 - Generally, these costs should not exceed the prior year's budget costs plus BC CPI. Any extraordinary costs or service level changes will be brought forward during the annual budget process and approved by the Board.

6. City's right to take on other customers and retain revenues

The city retains the right to provide service to additional customers, and to retain any such revenues from such opportunities, with no expectation of those revenues impacting the cost to the Regional District.

7. Fire Department Responsibilities

Each participating Fire Department will be responsible, at their own cost, to coordinate fire department response zones, geographical information system updates, and street centerline data in a format required by the City of Kelowna and will provide updates to response logic annually as required.

8. Termination of Agreement

Either party may terminate this Agreement on 12 months' prior notice. During the 12-month notice period, the parties will mutually agree the process in order to ensure an orderly transfer of assets, outstanding commitments and the duties outlined in section 3 of this Agreement from the City to the Regional District.

9. Insurance & Indemnity

The City will obtain and continuously carry during the term of this Agreement at its own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below:

Commercial General Liability insurance to protect the City, the Regional District and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise from the services to be provided under this Agreement.

The limit of Commercial General Liability insurance will not be less than \$10,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to services to be provided.

The policy of insurance will:

- be on an occurrence form;
- add the Regional District and its officials, officers, employees and agents as Additional Insureds with respect to claims arising out of the premises, operations or services to be provided by the City under this Agreement;
- contain a cross-liability or severability of interest clause; and
- Be primary and non-contributory with respect to any claims against the Regional District arising out of the services provided by the City within the scope of this Agreement.

The City agrees to indemnify and save harmless the Regional District in respect of all claims at any time brought against the Regional District or any of its elected or appointed officials, officers or employees, for bodily injury or death, property damage or other loss or damage arising from any negligent acts or omissions of the City, its agents or employees, in the performance of the City's obligations under this Agreement, including all costs, expenses and liabilities incurred by the Regional District in connection with or arising out of any such claims, including expenses incurred in defending any action or proceeding pertaining to such claims. This indemnity will survive the expiry or termination of this Agreement.

10. General Provisions

- This Agreement constitutes the entire agreement between the Regional District and the City with respect to regional emergency management program coordination and supersedes any previous written or verbal agreement with respect thereto
- This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same original
- Section headings have been added for purposes of references only and may not be considered in the interpretation of one of the provisions of this Agreement
- This Agreement may only be amended by written instrument duly signed by the parties hereto
- This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia.

AND THE PARTIES HAVE SIGNED ON THE DATE FIRST MENTIONED ABOVE:

**REGIONAL DISTRICT OF
CENTRAL OKANAGAN**

**CITY OF
KELOWNA**
