

NO: R232

COUNCIL DATE: November 19, 2018

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **November 15, 2018**

FROM: **Fire Chief**

FILE: **2240-20**

SUBJECT: **Dispatch Service - New Agreement with the City of Port Moody**

RECOMMENDATION

The Surrey Fire Service recommends that Council:

1. Authorize the City of Surrey to enter into a new agreement with the City of Port Moody for the provision by the Surrey Fire Service of non-emergency related dispatch services for a five-year term commencing on January 1, 2019 (Attached as Appendix "I"), and
2. Authorize the Fire Chief and City Clerk of the City of Surrey to execute the agreement referred to in Recommendation 1 of this Report.

BACKGROUND

The Surrey Fire Service ("SFS") maintains a dispatch centre which provides dispatch services to thirty-nine local governments and regional districts.

In 2017, a total of approximately 84,000 emergency incidents were dispatched through the Surrey Fire Regional Dispatch Centre ("Dispatch Centre"). Of those, 40,000 were emergency calls for the City of Surrey; the remaining 37,800 were emergencies for our dispatch clients. The Dispatch Centre also handled over 6,200 "after hours" related calls for the City's Engineering - Operations Division and Public Safety Operations - Bylaw & Licensing Division.

In August 2018, the City of Port Moody entered into a monthly trial agreement with the SFS to provide after-business hours non-emergency dispatch services for public works. The City of Port Moody is now interested in a five-year term agreement for non-emergency after-business hours dispatch services.

It is expected the new contract will bring approximately 150 additional non-emergency incidents to the Dispatch Centre annually.

DISCUSSION

Subject to Council approval, the proposed agreement will commence on January 1, 2019 for a five-year term. The agreement will collectively generate total gross revenues to the City, as listed in the following table for each year of the five-year term, which will offset the costs that the City will incur in providing the necessary dispatch services. By expanding our dispatch service to other municipalities, the Dispatch Centre will further experience efficiencies in service delivery and take advantage of economies of scale.

Year	Total Net Revenue
2019	\$9,225
2020	\$9,456
2021	\$9,692
2022	\$9,934
2023	\$10,183

Indemnification

Several previous agreements that the City has entered into with other local governments and Regional Districts have included some form of indemnification provision in favour of the City.

The Risk Management Division considers the risk of liability related to the dispatch services as low probability risk based on experience and legal precedent. The SFS monitors and maintains statistical data on call responses in accordance with National Fire Protection Association Standards which further mitigates the City's liability exposure. The City's liability insurer has been apprised of this risk and has included coverage for losses associated with dispatch services for other jurisdictions for no additional premium.

Review by Legal Services

Legal Services has reviewed the Agreements and has no concerns.

SUSTAINABILITY CONSIDERATIONS

The Fire Service Dispatch - New Agreement with the City of Port Moody supports the objectives of the City's Sustainability Charter 2.0. In particular, this agreement relates to the Sustainability Charter themes Public Safety and Infrastructure. Specifically, this agreement supports the following Desired Outcomes ("DO"):

- Community Safety and Emergency Services DO5: Surrey is recognize and perceived as a leader in establishing and maintaining collaborative partnerships for community safety and well-being, and
- All Infrastructure DO2: Infrastructure systems provide safe, reliable and affordable services.

CONCLUSION

The Surrey Fire Service recommends that Council:

1. Authorize the City of Surrey to enter into a new agreement with the City of Port Moody for the provision by the Surrey Fire Service of non-emergency dispatch services for a five-year term commencing on January 1, 2019 (Attached as Appendix "I"), and
2. Authorize the Fire Chief and City Clerk of the City of Surrey to execute the agreement referred to in Recommendation 1 of this Report.

Len Garis
Fire Chief

Appendix "I" - After Hours Non-Emergency Based Call Dispatch Services Agreement

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**AFTER HOURS NON-EMERGENCY BASED
CALL DISPATCH SERVICES**

THIS AGREEMENT made the 7th day of November, 2018.

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, BC V3T 1V8

("Surrey")

OF THE FIRST PART

AND:

City of Port Moody
3250 Murray Street
Port Moody, BC V3H 2X8

("Port Moody")

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 re-transmit all after-hours answering service related calls to the City of Port Moody.

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:

Services

1. Surrey agrees to provide an after-hours answering service and retransmission of all related calls to Port Moody as follows (the "Services"):

- (a) Answer non-emergency line with "Good Morning/Afternoon/Evening Dispatch";
- (b) Ascertain nature of the public works incident such as:
 - Man hole cover missing
 - Pot hole
 - Trees blocking roadways
 - Plugged catch basins
 - Water shut offs (turn ons)
 - Traffic signal outage (not Hydro related) or not cycling properly
 - Flooding
 - Sewer back ups
 - Intrusion alarms at City facilities
 - Damaged washrooms at parks;
- (c) Create call in CAD with the following information:
 - Date and time
 - Address (civic or intersection or location in park)
 - Nature of incident
 - Caller's name and phone number;
- (d) Notify Port Moody Public Works as follows:
 - Via radio (if using the public safety wide area P25 radio network)
 - Via call-out list (provided by jurisdiction weekly or monthly)
 - Via pager (rotates through on call personnel)
 - Via email gateway (public work personnel calls dispatch for details once gateway received)

 - In all cases, an email gateway will be sent to a specified single or group email address for recording purposes
 - There is also an option of assigning call signs to specific personnel and attaching them to the incident so they also receive an email gateway; and
- (e) Once contact is made to Port Moody Public Works personnel, their name is recorded under the dispatch notes of the incident and call is closed.

Fees

2. For the Service, Port Moody agrees to pay to Surrey any 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, Port Moody shall be billed July 1st for the annual charges for that calendar year; and
 - (b) all invoices, bills and charges rendered by Surrey shall be paid by Port Moody within 30 days of receipt.

Term

3. The term of this Agreement shall commence on the date of execution of this Agreement by Surrey and shall terminate on the 31st day of December 2023.
4. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address. Port Moody will pay to Surrey all amounts owing under this Agreement for the Services provided by Surrey up to and including the date of termination.

Surrey Responsibilities

5. Surrey shall be responsible for, have control and custody of and maintain its computers, computer programs and other equipment necessary, and provide the staff to receive and re-transmit the after-hours calls emanating from Port Moody.

Port Moody Responsibilities

6. Port Moody agrees that it will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
 7. Port Moody, 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 Services. Unless otherwise agreed in writing by Surrey, Port Moody is responsible for providing and maintaining its own computers, software and other equipment and supplies required for the receipt of the Services.
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Records

8. Surrey will retain all dispatch recordings relating to Port Moody incidents for a period of 180 days and all other incident data records for a period of seven (7) years. Surrey will provide Port Moody with copies of recordings or records upon request from Port Moody.

Access Requests

9. For the purposes of the *Freedom of Information and Protection of Privacy Act*, the voice readings and electronic records of Surrey relating to any Services provided to Port Moody will be the records of Port Moody. Should Surrey receive an access request pursuant to the *Freedom of Information and Protection of Privacy Act* relating to the Services, Port Moody agrees that Surrey will transfer the request to Port Moody, and Port Moody agrees to accept the transfer, for Port Moody to respond directly to the applicant. In such cases, Surrey will forward the raw data relating to the request to Port Moody within five (5) business days.

Indemnity

10. Port Moody 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 Services or this Agreement.
11. Port Moody 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*.

General

12. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of Port Moody and Surrey.
13. This Agreement and all matters arising under it shall be governed by and construed in accordance with the applicable laws of British Columbia and of Canada.
14. Each of the parties acknowledges that it has had the opportunity to obtain its own independent legal advice with respect to the terms of this Agreement prior to signing this Agreement and further acknowledges that it fully understands this Agreement.
15. 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.
- ~~16. This Agreement is subject to approval by the Council of the City of Surrey.~~
17. Sections 8, 9, 10 and 11 shall survive termination of this Agreement.
18. 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 Port Moody 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 representative of Surrey shall be the Fire Chief or his designate. If the Surrey and Port Moody 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.

19. Neither party may assign this Agreement without the written consent of the other.

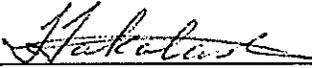
IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF SURREY by its authorized signatories:

FIRE CHIEF

CITY CLERK

CITY OF PORT MOODY by its authorized signatories:



CORPORATE OFFICER

SCHEDULE "A"

CITY OF PORT MOODY

	Annual Operations Charges			
Annual Calls	Up to 150 calls per annum	Up to 200 calls per annum	Up to 250 calls per annum	250 to 360 calls per annum
2018	\$9,000	\$12,000	\$15,000	\$18,000
2019	\$9,225	\$12,300	\$15,375	\$18,450
2020	\$9,456	\$12,608	\$15,759	\$18,911
2021	\$9,692	\$12,923	\$16,153	\$19,384
2022	\$9,934	\$13,246	\$16,557	\$19,869
2023	\$10,183	\$13,577	\$16,971	\$20,365
<p>1) The annual operations charges will be the amount charged for the Services.</p> <p>2) The total of annual calls used to determine the annual rate will be determined over the previous 12 month period, prior to billing. Surrey will conduct a call volume review after each calendar year. The annual operations charges for the subsequent calendar year will be adjusted based on increases to call volumes in the preceding calendar year</p> <p>3) The annual operations charges do not include any additional costs incurred to transmit data from Surrey to Port Moody which shall be paid by Port Moody as set out in Section 2 of this Agreement.</p>				