

NO: R082

COUNCIL DATE: May 25, 2020

REGULAR COUNCIL

TO: **Mayor & Council** DATE: **May 21, 2020**

FROM: **General Manager, Corporate Services** FILE: **7400-01**

SUBJECT: **Agreement with the City of White Rock for Provision of Police-Related Computer Dispatch Services**

RECOMMENDATION

The Corporate Services Department recommends that Council:

1. Receive this report for information;
2. Approve the Agreement between the City of Surrey and the City of White Rock (the “Agreement”) for the provision of police-related computer dispatch services, which is attached to this report as Appendix “I” and authorize staff to take all necessary steps to finalize the Agreement; and
3. Authorize the Mayor and City Clerk to execute the finalized Agreement, provided it is substantially the same as that included in Appendix “I”.

INTENT

The purpose of this report is to seek Council’s approval of the Agreement between the City of Surrey and the City of White Rock for the provision of police-related computer dispatch services.

BACKGROUND

The City of Surrey maintains a Police Operations Call Centre (“OCC”), which receives calls for police service and undertakes police dispatching responsibilities in response to these calls. Since 2010, pursuant to an agreement which was renewed in 2015 for an additional 5 years, the Surrey OCC has been handling calls both for the Surrey RCMP as well as the White Rock RCMP detachment.

DISCUSSION

The Agreement is for one year, with an option for one additional year from the date it is executed by the City of Surrey. Executing the new Agreement, as outlined in Appendix “I”, will preserve the existing contractual terms between the parties. The Agreement will continue to be subject to termination on 6 months’ notice by either party.

The contract’s value to the City of Surrey will be \$308,000 in 2020 and \$322,000 in 2022.

Liability Risk Management

The City's liability insurance program provides coverage for any losses which may arise from our providing contracted dispatching services. Risk Management has assessed the liability exposure for providing contracted dispatching services as low. The majority of the risk in emergency services is with the response activities and not dispatch.

Legal Services Review

The City's Legal Services Division has reviewed this report and has no concerns.

SUSTAINABILITY CONSIDERATIONS

The proposed Agreement with the City of White Rock, if executed, supports the objectives of the City's Sustainability Charter 2.0. In particular, the Agreement relates to the theme of Infrastructure. Specifically, this project supports the following Desired Outcomes ("DO"):

- All Infrastructure DO1: City facilities and infrastructure systems are well managed, adaptable and long lasting, and are effectively integrated into regional systems.

CONCLUSION

It is recommended that Council approve the Agreement as outlined in Appendix "I" and authorize the Mayor and City Clerk to execute the Agreement between the City of Surrey and the City of White Rock for police-related computer aided dispatch services, in accordance with the general terms and conditions as documented in this report.

Rob Costanzo
General Manager, Corporate Services

Appendix "I": Agreement for Provision of Police-Related Computer Dispatch Services

THIS AGREEMENT made the _____ day of _____, 2020.

BETWEEN:

CITY OF SURREY
13450 104th AVE
Surrey, BC V3T 1V8

("Surrey")

OF THE FIRST PART

AND:

CITY OF WHITE ROCK
15322 Buena Vista Avenue
White Rock, BC V4B 1Y6

("White Rock")

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 police related calls to White Rock;

AND WHEREAS, Surrey and White Rock seek to establish a mutually beneficial, long term relationship to provide police dispatch services to White Rock;

AND WHEREAS, Surrey and White Rock seek to ensure that police dispatch services are provided in a safe and cost effective manner for both Cities over time;

AND WHEREAS, Surrey and White Rock will seek to ensure that employees impacted by this Agreement are treated in a respectful and supportive manner;

AND WHEREAS, Surrey and White Rock commits to continuing an open dialogue to ensure the enduring success of this Agreement.

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 White Rock with:
 - (a) computer aided dispatch service;
 - (b) re-transmit to White Rock all Police related calls transmitted to or received by Surrey; and
 - (c) 24/7 transcription support services;

all on the terms and conditions herein contained (collectively, the "Service").

2. For the Service, White Rock 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, White Rock 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 White Rock within 30 days of receipt.
3. The term of this Agreement shall commence on January 1, 2020, and shall terminate one year following the date on which this Agreement is executed by Surrey, unless extended in accordance with section 4.
4. The parties may, by mutual agreement, extend the term of this Agreement for an additional period of one year.
5. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address.
6. Surrey and White Rock reserve the right to renegotiate the annual fee should the annual Service call volume change significantly (defined as +/- 5% change) in comparison to the pervious calendar year.
7. 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 Service calls emanating from White Rock and provide ongoing radio support to attending police emergency response crews.
8. Surrey will work with White Rock and the White Rock RCMP Detachment to maintain an OPERATING AGREEMENT that will detail the policies around White Rock RCMP Standard

Operating Procedures relating to calls for service and other administrative functions affecting operations. This Operating Agreement will also outline the requirement for an evolving measurement tool and for a communication structure to deal with any concerns of White Rock and Surrey RCMP Detachment members and employees as it relates to this service.

9. White Rock shall provide and maintain compatible radio systems and hardware to receive the transmittals from Surrey.
10. White Rock will provide Surrey with all information deemed necessary by Surrey in order that Surrey may properly provide the Service.
11. White Rock agrees that it will continue to be responsible for receiving all non-Service (i.e. administration) calls.
12. Surrey, at its sole discretion, may assign this Agreement to its municipal policing services provider. White Rock may not assign this Agreement without Surrey's prior written consent.
13. 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.
14. 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 as of the day and year first above written.

CITY OF SURREY by its authorized signatories:

MAYOR

CITY CLERK

CITY OF WHITE ROCK by its authorized signatories:

MAYOR

CITY CLERK

SCHEDULE "A"

THE CITY OF WHITE ROCK

	Annual Charges Payable by the City of White Rock
2020	\$308,115
2021	\$315,818
2022	\$322,135