



Corporate Report

NO: R167

COUNCIL DATE: July 24, 2006

REGULAR

TO: Mayor & Council DATE: July 24, 2006
FROM: Fire Chief FILE: 2240-20
SUBJECT: Fire Dispatch Service Agreements With North Shore Municipalities

RECOMMENDATION

The Surrey Fire Department recommends that Council:

1. Receive this report as information; and
2. Authorize the Fire Chief to enter into an agreement with each of the following local governments: the District of North Vancouver, the District of West Vancouver, the Municipality of Bowen Island and the Village of Lions Bay to provide fire emergency-related dispatch services generally in accordance with the agreements attached as Appendices "B" through "E" to this report; and
3. Authorize the Fire Chief to amend the Fire Dispatch agreement with the City of North Vancouver dated July 10, 2006 generally in accordance with Appendix "A" to this report.

BACKGROUND

Surrey Fire Service maintains a combined dispatch centre which provides dispatch services to the following clients; Port Coquitlam, Langley Township, Langley City, Pitt Meadows, Maple Ridge and White Rock. In 2005, a total of 36,258 emergency incidents were dispatched through Surrey Fire and a further 4437 after hours engineering calls. Surrey Fire Service is well positioned to add additional dispatch clients. Currently, Surrey Fire Dispatch maintains a three member staffing unit 24 hours a day.

Currently, the North Shore municipalities of West Vancouver, the District of North Vancouver and the City North Vancouver have a combined dispatch centre on a cost shared formula with Bowen Island and Lions Bay being additional users of the dispatch centre on a price per incident basis. The dispatch centre is part of the City of North Vancouver Fire Department. These municipalities have been reviewing other alternatives for emergency dispatch in place of the current system including the possibility of contracting with the City of Surrey for the service.

An initial request was made by the then Fire Chief of the District of West Vancouver, Doug Trussler, for a combined proposal to the North Shore. Surrey Fire Department personnel made a presentation in this regard on May 25, 2006.

After that initial presentation a formal request was received from the City of North Vancouver Fire Department for a separate proposal from the City of Surrey to provide dispatch services for the City of North Vancouver. Surrey Fire Department personnel made a presentation in this regard on June 05, 2006.

On recommendation from the City of North Vancouver Fire Chief on June 12, 2006, the City of North Vancouver Council adopted a resolution to enter into an agreement with the City of Surrey for provision of fire dispatch services.

On July 10, 2006 Surrey City Council authorized the Fire Chief to enter into an agreement with the City of North Vancouver to provide fire emergency-related dispatch services. At that time, no further decisions on dispatch services were made by the remaining members of the North Shore.

Recently, the City of Surrey received written statements of intent from the District of West Vancouver and the District of North Vancouver to enter into an agreement with the City of Surrey for fire dispatch services if Surrey is prepared to offer such services. It is also anticipated that similar letters of intent will be received from the Municipality of Bowen Island and the Village of Lions Bay.

With the projected addition of 11,500 incidents per year from the City of North Vancouver, the District of North Vancouver, the District of West Vancouver, the Municipality of Bowen Island and the Village of Lions Bay, additional staffing of four (4) full-time equivalents will be required to maintain current performance standards. Three (3) of these positions would be staffed by dispatch staff currently employed by the District of North Vancouver.

DISCUSSION

Subject to Council approval, the dispatch services under the proposed agreements for the five communities would commence no later than January 8, 2007 and would be in effect for a term of three years to align with Surrey's current clients. The communities would pay the following annual operating charges to the City of Surrey:

Department	2007	2008	2009
North Vancouver City	\$188 438	\$193 149	\$197 978
District of North Vancouver	\$188 438	\$193 149	\$197 978
West Vancouver Municipality	\$188 438	\$193 149	\$197 978
Lions Bay	\$3 500	\$3 588	\$3 677
Bowen Island	\$3 500	\$3 588	\$3 677
Total Revenue	\$572 314	\$586 623	\$601 288

The revenues as noted will more than offset the costs incurred by the City in providing the services as necessary in accordance with the agreement.

Legal Services has reviewed the subject agreements and is satisfied that they are sound.

CONCLUSION

Based on the above discussion, it is recommended that the City of Surrey enter into four separate agreements with the District of North Vancouver, the District of West Vancouver, the Municipality of Bowen Island and the Village of Lions Bay and amend the current agreement with the City of North Vancouver as documented in Appendices A-E for the provision of fire-related dispatch services by the City of Surrey Fire Department to the above noted communities.



Len Garis
Fire Chief

Appendix "A"

THIS AGREEMENT made the _____ day of _____, 2006.

BETWEEN:

CITY OF SURREY
14245 – 56 Avenue
Surrey, BC V3X 3A2

("Surrey")

OF THE FIRST PART

AND:

CITY OF NORTH VANCOUVER
141 West 14th Street
North Vancouver, BC V7M 1H9

("City of North Vancouver")

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 emergency related calls to the City of North Vancouver.

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 the City of North Vancouver with computer aided dispatch service and re-transmit to the City of North Vancouver all Emergency related calls (collectively the "Service") on the terms and conditions herein contained. For the purposes of this Agreement, an "Emergency" is defined as any notification that generated a response of personnel and/or a generation of a file by incident number.
2. For the Service, the City of North Vancouver 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, the City of North Vancouver shall be billed July 1st for the annual charges for that calendar year;
 - (b) all invoices, bills and charges rendered by Surrey shall be paid by the City of North Vancouver within 30 days of receipt.
3. The term of this Agreement shall commence on the date of execution of this Agreement by the City of Surrey and shall terminate on the 31st day of December 2009.
 4. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address.
 5. 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 re-transmit the Emergency calls emanating from the City of North Vancouver and provide ongoing radio support to attending emergency response crews.
 6. The City of North Vancouver shall provide and maintain existing or compatible radio systems and hardware to receive the transmittals from Surrey.
 7. The City of North Vancouver will provide Surrey with all information deemed necessary by the Surrey Fire Chief or his designate in order that Surrey may properly provide the Service.
 8. The City of North Vancouver agrees that it will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
 9. Surrey shall retain all voice recordings of Emergency calls received from the City of North Vancouver for a period of 180 days and maintain all written records for five (5) years. Surrey shall provide the City of North Vancouver with copies of such recordings or records upon request from the City of North Vancouver.
 10. (a) The City of North Vancouver 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 Service or this Agreement. This includes, but is not limited to, liability arising from the negligent performance of dispatch services or arising from the breakdown, malfunction or failure of computer aided dispatch equipment, including related equipment such as telecommunications equipment. The City of North Vancouver also agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability arising from erroneous or inaccurate information provided by the City of North Vancouver or by a party using the Service.
 - (b) Paragraph 10(a) shall survive termination of this Agreement.

11. Neither party may assign this Agreement without the written consent of the other.
12. 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.
13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
14. This Agreement is subject to approval by the Council of the City of Surrey.

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 NORTH VANCOUVER by
its authorized signatories:

MAYOR

CLERK

SCHEDULE "A"

City of North Vancouver

	Annual Operations Charges Payable by the City of North Vancouver
2005	N/a
2006	N/a
2007	\$188,438
2008	\$193 149
2009	\$197 978
*	These charges do not include any telecommunications costs including equipment installation and upgrading costs incurred to transmit data to and from Surrey.

Appendix "B"

THIS AGREEMENT made the _____ day of _____, 2006.

BETWEEN:

CITY OF SURREY
14245 – 56 Avenue
Surrey, BC V3X 3A2

("Surrey")

OF THE FIRST PART

AND:

DISTRICT OF NORTH VANCOUVER
355 West Queens Rd
North Vancouver, BC V7N 4N5

("District of North Vancouver")

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 emergency related calls to the District of North Vancouver.

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 the District of North Vancouver with computer aided dispatch service and re-transmit to the District of North Vancouver all Emergency related calls (collectively the "Service") on the terms and conditions herein contained. For the purposes of this Agreement, an "Emergency" is defined as any notification that generated a response of personnel and/or a generation of a file by incident number.
2. For the Service, the District of North Vancouver 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, the District of North Vancouver shall be billed July 1st for the annual charges for that calendar year;
 - (b) all invoices, bills and charges rendered by Surrey shall be paid by the District of North Vancouver within 30 days of receipt.
3. The term of this Agreement shall commence on the date of execution of this Agreement by the City of Surrey and shall terminate on the 31st day of December 2009.
 4. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address.
 5. 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 re-transmit the Emergency calls emanating from the District of North Vancouver and provide ongoing radio support to attending emergency response crews.
 6. The District of North Vancouver shall provide and maintain existing or compatible radio systems and hardware to receive the transmittals from Surrey.
 7. The District of North Vancouver will provide Surrey with all information deemed necessary by the Surrey Fire Chief or his designate in order that Surrey may properly provide the Service.
 8. The District of North Vancouver agrees that it will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
 9. Surrey shall retain all voice readings of Emergency calls received from the District of North Vancouver for a period of 180 days and maintain all written records for five (5) years. Surrey shall provide the District of North Vancouver with copies of such recordings or records upon request from the District of North Vancouver.
 10. (a) The District of North Vancouver 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 Service or this Agreement. This includes, but is not limited to, liability arising from the negligent performance of dispatch services or arising from the breakdown, malfunction or failure of computer aided dispatch equipment, including related equipment such as telecommunications equipment. The District of North Vancouver also agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability arising from erroneous or inaccurate information provided by the District of North Vancouver or by a party using the Service.
 (b) Paragraph 10(a) shall survive termination of this Agreement.

11. Surrey agrees to make available three (3) dispatcher positions under the terms and conditions of the current Collective Agreement with Surrey Firefighters Local 1271. Current District of North Vancouver dispatchers transferring to these positions will be considered new Group 2 employees with the following exceptions:
 - (a) current years of service will be used to calculate wage rates and vacation entitlements; and the normal waiting periods for Medical, Dental, Extended Health benefits will be waived.
11. Neither party may assign this Agreement without the written consent of the other.
12. 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.
13. 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:

FIRE CHIEF

CITY CLERK

DISTRICT OF NORTH VANCOUVER by
its authorized signatories:

MAYOR

CLERK

SCHEDULE "A"

District of North Vancouver

	Annual Operations Charges Payable by the District of North Vancouver
2005	N/a
2006	N/a
2007	\$188,438
2008	\$193 149
2009	\$197 978
*	These charges do not include any telecommunications costs including equipment installation and upgrading costs incurred to transmit data to and from Surrey.

Appendix "C"

THIS AGREEMENT made the _____ day of _____, 2006.

BETWEEN:

CITY OF SURREY
14245 – 56 Avenue
Surrey, BC V3X 3A2

("Surrey")

OF THE FIRST PART

AND:

DISTRICT OF WEST VANCOUVER
750-17th Street
West Vancouver, BC V7V 3T3

("District of West Vancouver")

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 emergency related calls to the District of West Vancouver.

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 the District of West Vancouver with computer aided dispatch service and re-transmit to the District of West Vancouver all Emergency related calls (collectively the "Service") on the terms and conditions herein contained. For the purposes of this Agreement, an "Emergency" is defined as any notification that generated a response of personnel and/or a generation of a file by incident number.
2. For the Service, the District of West Vancouver 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, the District of West Vancouver shall be billed July 1st for the annual charges for that calendar year;
 - (b) all invoices, bills and charges rendered by Surrey shall be paid by the District of West Vancouver within 30 days of receipt.
3. The term of this Agreement shall commence on the date of execution of this Agreement by the City of Surrey and shall terminate on the 31st day of December 2009.
4. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address.
5. 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 re-transmit the Emergency calls emanating from the District of West Vancouver and provide ongoing radio support to attending emergency response crews.
6. The District of West Vancouver shall provide and maintain existing or compatible radio systems and hardware to receive the transmittals from Surrey.
7. The District of West Vancouver will provide Surrey with all information deemed necessary by the Surrey Fire Chief or his designate in order that Surrey may properly provide the Service.
8. The District of West Vancouver agrees that it will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
9. Surrey shall retain all voice readings of Emergency calls received from the District of West Vancouver for a period of 180 days and maintain all written records for five (5) years. Surrey shall provide the District of West Vancouver with copies of such recordings or records upon request from the District of West Vancouver.
10.
 - (a) The District of West Vancouver 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 Service or this Agreement. This includes, but is not limited to, liability arising from the negligent performance of dispatch services or arising from the breakdown, malfunction or failure of computer aided dispatch equipment, including related equipment such as telecommunications equipment. The District of West Vancouver also agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability arising from erroneous or inaccurate information provided by the District of West Vancouver or by a party using the Service.
 - (b) Paragraph 10(a) shall survive termination of this Agreement.

11. Neither party may assign this Agreement without the written consent of the other.
12. 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.
13. 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:

FIRE CHIEF

CITY CLERK

DISTRICT OF WEST VANCOUVER by
its authorized signatories:

MAYOR

CLERK

SCHEDULE "A"

District of West Vancouver

	Annual Operations Charges Payable by the District of West Vancouver
2005	N/a
2006	N/a
2007	\$188,438
2008	\$193 149
2009	\$197 978
*	These charges do not include any telecommunications costs including equipment installation and upgrading costs incurred to transmit data to and from Surrey.

Appendix "D"

THIS AGREEMENT made the _____ day of _____, 2006.

BETWEEN:

CITY OF SURREY
14245 – 56 Avenue
Surrey, BC V3X 3A2

("Surrey")

OF THE FIRST PART

AND:

MUNICIPALITY OF BOWEN ISLAND
PO Box 279
Bowen Island, BC V0N 1G0

("Municipality of Bowen Island")

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 emergency related calls to the Municipality of Bowen Island.

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 the Municipality of Bowen Island with computer aided dispatch service and re-transmit to the Municipality of Bowen Island all Emergency related calls (collectively the "Service") on the terms and conditions herein contained. For the purposes of this Agreement, an "Emergency" is defined as any notification that generated a response of personnel and/or a generation of a file by incident number.

2. For the Service, the Municipality of Bowen Island 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, the Municipality of Bowen Island shall be billed July 1st for the annual charges for that calendar year;
 - (b) all invoices, bills and charges rendered by Surrey shall be paid by the Municipality of Bowen Island within 30 days of receipt.
3. The term of this Agreement shall commence on the date of execution of this Agreement by the City of Surrey and shall terminate on the 31st day of December 2009.
4. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address.
5. 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 re-transmit the Emergency calls emanating from the Municipality of Bowen Island and provide ongoing radio support to attending emergency response crews.
6. The Municipality of Bowen Island shall provide and maintain existing or compatible radio systems and hardware to receive the transmittals from Surrey.
7. The Municipality of Bowen Island will provide Surrey with all information deemed necessary by the Surrey Fire Chief or his designate in order that Surrey may properly provide the Service.
8. The Municipality of Bowen Island agrees that it will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
9. Surrey shall retain all voice readings of Emergency calls received from the Municipality of Bowen Island for a period of 180 days and maintain all written records for five (5) years. Surrey shall provide the Municipality of Bowen Island with copies of such recordings or records upon request from the Municipality of Bowen Island.
10. (a) The Municipality of Bowen Island 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 Service or this Agreement. This includes, but is not limited to, liability arising from the negligent performance of dispatch services or arising from the breakdown, malfunction or failure of computer aided dispatch equipment, including related equipment such as telecommunications equipment. The Municipality of Bowen Island also agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability arising from erroneous or inaccurate information provided by the Municipality of Bowen Island or by a party using the Service.

(b) Paragraph 10(a) shall survive termination of this Agreement.

11. Neither party may assign this Agreement without the written consent of the other.
12. 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.
13. 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:

FIRE CHIEF

CITY CLERK

MUNICIPALITY OF BOWEN ISLAND by
its authorized signatories:

MAYOR

CLERK

SCHEDULE "A"

Municipality of Bowen Island

	Annual Operations Charges Payable by the Municipality of Bowen Island
2005	N/a
2006	N/a
2007	\$3,500
2008	\$3,588
2009	\$3,677
*	These charges do not include any telecommunications costs including equipment installation and upgrading costs incurred to transmit data to and from Surrey.

Appendix "E"

THIS AGREEMENT made the _____ day of _____, 2006.

BETWEEN:

CITY OF SURREY
14245 – 56 Avenue
Surrey, BC V3X 3A2

("Surrey")

OF THE FIRST PART

AND:

VILLAGE OF LIONS BAY
PO Box 141
400 Centre Road
Lions Bay, BC V0N 2E0

("Village of Lions Bay")

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 emergency related calls to the Village of Lions Bay.

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 the Village of Lions Bay with computer aided dispatch service and re-transmit to the Village of Lions Bay all Emergency related calls (collectively the "Service") on the terms and conditions herein contained. For the purposes of this Agreement, an "Emergency" is defined as any notification that generated a response of personnel and/or a generation of a file by incident number.

2. For the Service, the Village of Lions Bay 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, the Village of Lions Bay shall be billed July 1st for the annual charges for that calendar year;
 - (b) all invoices, bills and charges rendered by Surrey shall be paid by the Village of Lions Bay within 30 days of receipt.
3. The term of this Agreement shall commence on the date of execution of this Agreement by the City of Surrey and shall terminate on the 31st day of December 2009.
4. Either party may terminate this Agreement by giving the other party six (6) months' written notice at the above address.
5. 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 re-transmit the Emergency calls emanating from the Village of Lions Bay and provide ongoing radio support to attending emergency response crews.
6. The Village of Lions Bay shall provide and maintain existing or compatible radio systems and hardware to receive the transmittals from Surrey.
7. The Village of Lions Bay will provide Surrey with all information deemed necessary by the Surrey Fire Chief or his designate in order that Surrey may properly provide the Service.
8. The Village of Lions Bay agrees that it will continue to be responsible for receiving all non-emergency and business calls directly during normal business hours.
9. Surrey shall retain all voice readings of Emergency calls received from the Village of Lions Bay for a period of 180 days and maintain all written records for five (5) years. Surrey shall provide the Village of Lions Bay with copies of such recordings or records upon request from the Village of Lions Bay.
10. (a) The Village of Lions Bay 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 Service or this Agreement. This includes, but is not limited to, liability arising from the negligent performance of dispatch services or arising from the breakdown, malfunction or failure of computer aided dispatch equipment, including related equipment such as telecommunications equipment. The Village of Lions Bay also agrees to indemnify and save Surrey, its councillors, employees and agents forever harmless from any and all liability arising from erroneous or inaccurate information provided by the Village of Lions Bay or by a party using the Service.

(b) Paragraph 10(a) shall survive termination of this Agreement.

11. Neither party may assign this Agreement without the written consent of the other.
12. 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.
13. 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:

FIRE CHIEF

CITY CLERK

VILLAGE OF LIONS BAY by
its authorized signatories:

MAYOR

CLERK

SCHEDULE "A"

Village of Lions Bay

	Annual Operations Charges Payable by the Village of Lions Bay
2005	N/a
2006	N/a
2007	\$3,500
2008	\$3,588
2009	\$3,677
*	These charges do not include any telecommunications costs including equipment installation and upgrading costs incurred to transmit data to and from Surrey.