

A formal request was made by consultant, Len Wyllie, on behalf of the Squamish Lillooet Regional District North on February 12, 2009. Subsequently, a site visit by Peter DeJong, Research & Policy Analysis for Squamish Lillooet Regional District to the Surrey Fire Dispatch Centre was made on February 26, 2009.

On recommendation from Mr. DeJong on March 25, 2009, the Squamish Lillooet Regional District provided the City with a notice of intent to enter into an agreement with the City of Surrey for provision of fire dispatch services to its Northern area.

With the projected addition of 180 incidents per year from the Lillooet, Braelorn and D'Arcy fire departments, as the Squamish Lillooet Regional District North, (SLRDN), no additional staffing will be required to maintain current performance standards.

DISCUSSION

Subject to Council approval, the dispatch services under the proposed agreement for SLRDN would commence no later than September 30, 2009 and would be in effect for a term of six years (including 2009) to align with Surrey's current clients. The communities would pay the following annual operating charges to the City of Surrey:

Department	2009	2010	2011	2012	2013	2014
SLRD North	\$4125	\$5638	\$5779	\$5923	\$6071	\$6223

The revenues as noted will more than offset the direct 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 an agreement with the Squamish Lillooet Regional District for the provision of fire-related dispatch services by the City of Surrey Fire Department to the above noted Northern communities in accordance with the agreement attached as Appendix A to this report.



Len Garis
Fire Chief

KF/mc

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Attachments: Appendix A

Appendix "A"

THIS AGREEMENT made the _____ day of _____, 2009.

BETWEEN:

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

("Surrey")

OF THE FIRST PART

AND:

Squamish Lillooet Regional District
P.O. Box 219, 1350 Aster Street
Pemberton, BC V0N 2L0

("SLRD")

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 SLRD northern area.

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 SLRD north with computer aided dispatch service and re-transmit to the SLRD north 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 SLRD 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 SLRD 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 SLRD 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 2014.
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 SLRD north and provide ongoing radio support to attending emergency response crews.
6. The SLRD north shall provide and maintain existing or compatible radio systems and hardware to receive the transmittals from Surrey.
7. The SLRD 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 SLRD 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 SLRD north for a period of 180 days and maintain all written records for five (5) years. Surrey shall provide the SLRD with copies of such recordings or records upon request from the SLRD.
10. (a) The SLRD 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 SLRD 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 SLRD 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

SQUAMISH LILLOOET REGIONAL DISTRICT by
its authorized signatories:

CHAIR

SECRETARY

SCHEDULE "A"

Squamish Lillooet Regional District (north)

	Annual Operations Charges Payable by the SLRD
2009	\$4125.00
2010	\$5638.00
2011	\$5779.00
2012	\$5923.00
2013	\$6071.00
2014	\$6223.00
1.	The annual operating charge will be the only "Annual Operating Charge or the amount charged for service.
2.	These charges do not include any telecommunications costs including equipment installation and upgrading costs incurred to transmit data to and from Surrey.