



**REGIONAL DISTRICT
of Fraser-Fort George**

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REPORT FOR CONSIDERATION

TO: Chair and Directors File No.: EP ADM 1.0

FROM: Michael Higgins, General Manager of Community Services

DATE: June 4, 2021

SUBJECT Item: Reciprocal Back-Up Agreement for Fire Operations Coordination Center
 SUMMARY Purpose: Consider Entering into Fire Dispatch Back-Up Agreement with North Island 9-1-1 Corporation

PREVIOUS REPORTS: None

ATTACHMENT(S): Fire Dispatch Back-Up Services Agreement

RECOMMENDATION(S):	<u>ENTITLEMENT</u>	HOW VOTE COUNTED
1. THAT the report be received.	All 1 Director/1 vote	Majority
2. THAT a Fire Dispatch Back-Up Services Agreement be entered into with North Island 9-1-1 Corporation.	All Weighted	Majority
3. THAT Community Services Administration work with the City of Prince George Administration to draft a Centralized Fire Dispatch Service Agreement – Amending Agreement as per the terms of the Centralized Fire Dispatch Service Agreement.	All 1 Director/1 vote	Majority

ISSUE(S):

Community Services Administration has received an invitation to enter into a Fire Dispatch Back-Up Services Agreement with North Island 9-1-1 Corporation (NI 9-1-1) operated by the City of Campbell River located on Vancouver Island.

NI 9-1-1 was previously in a similar arrangement with fire dispatch in Nanaimo however with the announced closure in June of 2021, NI 9-1-1 is seeking the Regional District of Fraser-Fort George as a new back-up service delivery partner. Operational knowledge transfer would occur as soon as practical with the reciprocal service being fully functional shortly thereafter.

Community Services Administration seeks authorization from the Board to work with the City of Prince George to amend the current Centralized Fire Dispatch Service Agreement with the City of Prince George to enable the addition of the Fire Dispatch Back-Up Services Agreement with North Island 9-1-1 Corporation.

The Infrastructure Upgrade Implementation Strategy (IUI) approved by the Regional Board in 2019, identifies considering opportunities for improvements to the fire dispatch service that will increase operational resiliency and business continuity. This Agreement would facilitate the business continuity planning and capacity enhancement process, for NI 9-1-1 and the Regional District of Fraser-Fort George Emergency Response Service (RDFFG 9-1-1), including the Fire Operation Communications Center (FOCC).

The Board is being asked to consider:

- entering into Fire Dispatch Back-Up Services Agreement with the NI 9-1-1 Corporation; and
- authorizing Community Services Administration to work with the City of Prince George Administration to amend the current Centralized Fire Dispatch Service Agreement with the City of Prince George to enable the addition of the Fire Dispatch Back-Up Services Agreement with NI 9-1-1 Corporation.

RELEVANT POLICIES:

NFPA Standard 1221

- establishes standards for the installation, maintenance and use of emergency services communications systems.

STRATEGIC ALIGNMENT:

- Climate Action
 Economic Health
 Indigenous Relations
 Strong Communities
 None – Statutory or Routine Business

SERVICE RELEVANCE:

The 9-1-1 Emergency Response Service provides for emergency 9-1-1 call taking services, transfer of emergency calls to the appropriate downstream agency, and coordinated fire dispatch and communications services for 80 fire/rescue agencies. It further supports the operation, maintenance and development of a fire/rescue radio dispatch and communications system for fire/rescue agencies in the Regional District of Fraser-Fort George (RDFFG).

The 9-1-1 Emergency Response Service further supports the development and operation of two centralized fire dispatch facilities located within the City of Prince George.

FINANCIAL CONSIDERATION(S):

Provisions have been made within the agreement for reimbursement of eligible staffing costs should the need for an activation occur. There are no direct financial investment or fees associated within the agreement as most of the proposed readiness investment would be staff time and resources for both parties.

OTHER CONSIDERATION(S):

The intent of the Fire Dispatch Back-Up Services Agreement is to provide reciprocal emergency support during short-term events that could require staff to move from primary to alternate back-up facilities. Timing for an operational 'go-live' would be negotiated with NI 9-1-1 and FOCC as the intent would not to be fully functional by the end of June of 2021.

NI 9-1-1 was established on January 5, 1995, to provide and manage emergency 9-1-1 services to six regional districts. The Peace River Regional District joined NI 9-1-1 Corporation as a contract partner in 2017 and the Cowichan Valley Regional District will be joining the NI 9-1-1 as a contract partner in June 2021.

NI 9-1-1 currently operates and maintains a fire dispatch centre and the necessary communications and mapping systems for dispatching 62 fire departments in a service area covering approximately 175,000 square kilometres. With the addition of the Cowichan Valley Regional District, the fire dispatch centre will provide dispatch services to 80 fire departments in a service area covering approximately 180,000 square kilometres. This full-service dispatch centre operates as a state-of-the-art facility meeting and exceeding the National Fire Protection Association Standards. The dispatch centre processes an average of 19,000 fire and medical requests annually, resulting in approximately 13,500 dispatched incidents.

Community Services Administration and our City of Prince George FOCC Partner have the expertise and ability to work with NI 9-1-1 to support their request, as we move into our new facilities. Further operational discussions will need to occur between the parties to establish realistic immediate and long-term milestones for enhanced service delivery, should these agreements be approved.

A commitment to community sustainability in the Regional District will safeguard communities through the provision of 9-1-1 emergency response and comprehensive emergency management while being a catalyst to opportunities that enhance the economic prosperity of the region, including preparing for climate change impacts.

DECISION OPTIONS:

1. Approve recommendations:

- a Fire Dispatch Back-Up Services Agreement will be entered into and executed with NI 9-1-1
- Community Services Administration will work with the City of Prince George Administration on a draft Centralized Fire Dispatch Service Agreement – Amending Agreement to be brought to the Board at a future date for consideration

Other Options:

a. Do not approve recommendations:

- Community Services Administration will take no further action on the Agreement with NI 9-1-1 Corporation or amendment of the Agreement with the City of Prince George

COMMENTS:

If FOCC were to be compromised forcing operations to move to the back-up site, current FOCC business continuity planning has limited ability to manage transition between sites and no ability to manage basic emergency communications and dispatching traffic. Working with NI 9-1-1 will greatly assist in meeting this geographically diverse operational business continuity planning objective.

A key recommendation within the *Infrastructure Upgrade Implementation Strategy* as approved by the Regional Board, was a commitment to 'ensuring the 9-1-1 Emergency Response Service allows for growth potential and operational resiliency of call-answer, dispatch and radio communication public safety services.' Participating in this reciprocal fire dispatch back-up agreement, will significantly further the goal of enhanced public safety for the residents of British Columbia served by NI 9-1-1 and the RDFFG 9-1-1 Emergency Response Service.

Respectfully submitted,

Michael A. Higgins

Michael Higgins
General Manager of Community Services

MH:aa

FIRE DISPATCH BACK-UP SERVICES AGREEMENT

THIS AGREEMENT made this day of , 2021

BETWEEN

NORTH ISLAND 9-1-1 CORPORATION

(“North Island 9-1-1”)

AND

**REGIONAL DISTRICT OF FRASER-FORT
GEORGE**

(“RDFFG”)

WHEREAS the North Island 9-1-1 and RDFFG each operate and maintain separate 9-1-1 fire dispatch centres, in accordance with service contracts between the North Island 9-1-1 and the City of Campbell River, and between the RDFFG and the City of Prince George, respectively;

AND WHEREAS the parties consider it to be of mutual benefit to provide back-up fire dispatch services within the Service Areas of the North Island 9-1-1 and RDFFG;

AND WHEREAS the parties to this Agreement agree and acknowledge that the fire dispatch managers for each of the parties, respective fire dispatch centres namely, the North Island 9-1-1 Dispatch Centre and the Prince George Fire Dispatch Centre, shall, in their sole discretion, determine the staffing requirements for their own respective fire dispatch centres in order to provide dispatch services, as required, for both parties respective Service Areas as and when reasonably necessary;

AND WHEREAS the parties wish to set out in this Agreement the terms and conditions for the provision of back-up fire dispatch services within the Service Areas of North Island 911 and the RDFFG and the City of Prince George;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the parties covenant and agree as follows:

1.0 DEFINITIONS:

In this Agreement:

Basic Dispatch Services means the dispatching of a Fire Department in response to a 9-1-1 call respecting an Emergency Incident, but does not include monitoring, tracking or supporting the Fire Department’s response to that call whether by radio or other means;

Prince George Fire Dispatch Centre means the fire dispatch centre that is operated by the City of Prince George under contract with the RDFFG;

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Prince George Fire Dispatch Centre Manager means the person designated to oversee the operations of the Prince George Fire Dispatch Centre;

North Island 911 Dispatch Centre means the fire dispatch centre operated by the City of Campbell River Fire Department under contract with North Island 9-1-1;

North Island 911 Dispatch Centre Manager means the person designated, from time to time, to oversee the operations of the North Island 911 Fire Dispatch Center;

Fire Dispatch means the dispatching of fire departments to Emergency Incidents;

Emergency Incident includes, but is not limited to, a fire, medical, rescue, or other emergency related incident;

Fire Department means a fire department operating within the Service Area of North Island 9-1-1 or the RDFFG;

Interconnect means a device used to convert a telephone signal to a radio signal;

Primary Service Answering Point (PSAP) means the primary answering point where a 9-1-1 call is initially answered before being transferred to a secondary service answering point;

Secondary Service Answering Point (SSAP) means the dispatch centre where a 9-1-1 call is typically transferred to for Police, Fire and Ambulance related calls.

Service Area means the geographical areas for which a Party to this Agreement provides fire dispatch services, including any fire dispatch services provided under a contract or agreement.

2.0 PURPOSES:

The purposes of this Agreement are:

- 2.1 To ensure that Basic Dispatch Services typically performed in one of the Party's fire dispatch centre are automatically transferred to the other Party's fire dispatch centre in the event of any technical failure, or catastrophic event being suffered by one of the Parties.
- 2.2 To ensure that Basic Dispatch Services are carried out in as timely a manner as possible so that a fire department will be notified of an Emergency Incident.
- 2.3 To provide for an enhanced, effective and economical level of redundancy in the provision of fire dispatch services.
- 2.4 To ensure the Prince George Fire Dispatch Centre and the North Island 9-1-1 Dispatch Centre furnish each other with all information necessary to provide Basic Dispatch Services to fire departments effectively.
- 2.5 To ensure that each of the Party's respective dispatch centres, including their respective employees identified in this Agreement, do not disclose any information learned about the

other Party's dispatch centre, including the information referenced in section 2.4, as a result of this Agreement, to any other person or party.

3.0 INDEMNITY

3.1 Where a Party to this Agreement (hereinafter called the “**Supplying Party**”) supplies the other Party to this Agreement (hereinafter called the “**Assisted Party**”) with Basic Dispatch Services pursuant to this Agreement, the Assisted Party shall indemnify and save harmless the Supplying Party and its directors, officers, employees, contractors and agents, from and against any and all claims, causes of action, suits, demands and expenses whatsoever arising out of or related to the Basic Dispatch Services rendered to the Assisted Party by the Supplying Party, its servants, employees, contractors or agents and such Supplying Party's failure to respond to a request to provide Basic Dispatch Services pursuant to this Agreement or its failure to render adequate assistance.

4.0 OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT

4.1 Upon entering this Agreement, each Party shall provide the other Party to this Agreement any information and training necessary to provide Basic Dispatch Services to the Assisted Party including, but not limited to, interconnect access numbers, pass codes and fire department pager codes, network permissions for accessing CAD systems, including mapping, response plans and applicable guidelines that address any actions reasonably necessary to provide Fire Dispatch Services in accordance with this Agreement.

4.2 It is agreed that when one Party is assisting the other Party with the provision of Basic Dispatch Services, the Supplying Party will process and action all calls received from a PSAP, an alarm monitoring company and the BC Ambulance Service in a manner consistent with the provision of Basic Dispatch Services in its own service area.

5.0 OBLIGATIONS TO ASSIST WITH FIRE DISPATCH SERVICES

5.1 North Island 9-1-1 and RDFFG each agree to provide the other Party with Basic Dispatch Services in the event that a technical failure, accident or catastrophic event results in temporary closure of the other Party's dispatch centre, such Basic Dispatch Services to be provided in accordance with the terms of this Agreement.

5.2 North Island 9-1-1 and RDFFG will each provide and maintain the resources necessary to provide the other Party with assistance with Basic Dispatch Services 24 hours per day, seven days per week, 365 days per year for the duration of the Term.

5.3 It is agreed that each Party's principal responsibility for providing Basic Dispatch Services is to the fire departments within their respective jurisdiction or Service Area. In the case of a catastrophic event that disables both Parties' dispatch centres, each fire dispatch centre manager shall in their sole discretion determine the ability and extent to which they provide Basic Dispatch Services to the other Party's respective jurisdiction or Service Area.

5.4 It is agreed and acknowledged by each Party that the commitment to provide assistance with Basic Dispatch Services to the other Party under this Agreement is contingent upon each of the Parties maintaining its own secondary dispatch center capable of providing Basic Dispatch Services for its own jurisdiction or Service Area.

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5.5 Any Parties' dispatch centre experiencing any technical failure or catastrophic event will activate its secondary dispatch centre forthwith and make every effort to resume Basic Dispatch Services for its own jurisdiction as soon as is practical.

6.0 COST RECOVERY

6.1 Where the Supplying Party incurs additional overtime staffing costs to provide Basic Dispatch Services to the Assisted Party, these costs may be recovered by the Supplying Party from the Assisted Party under this Agreement. The Assisted Party agrees to reimburse the Supplying Party for such overtime staffing costs, reasonably incurred, in accordance with the Supplying Party's (such overtime staffing costs to be based upon any such overtime rates as set out in the Supplying Party's collective agreement with its employees).

6.2 The Supplying Party involved will maintain sufficient records to enable the Assisted Party to verify the use of resources outlined under Section 6.1 above. The records shall be maintained for three years and shall be made available to the other Party upon its written request.

6.3 The fire dispatch managers of each of the Parties shall meet on or about the 15th day of September of each year for the duration of the Term and in the calendar year immediately following the end of the Term for the purposes of reconciling any records of resources used.

6.4 A Party shall be entitled to be reimbursed for amounts identified under section 6.1 above where the difference between any two Parties exceeds \$500.00. The amount eligible to be reimbursed is the portion that exceeds five hundred dollars.

6.5 Any amount invoiced for any reimbursement under section 6.1 above shall be payable within 30 days of being invoiced.

7.0 DISPUTE RESOLUTION

7.1 All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of any Party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of Arbitration in writing. If the parties cannot agree on a choice of arbitrator, then each Party may appoint an arbitrator and the two arbitrators so appointed shall appoint a third arbitrator, the failing which the third arbitrator shall be appointed by a Judge of the Supreme Court of British Columbia. The Arbitration will be governed by the *Arbitration Act (R.S.B.C. 1996) c.55 (British Columbia)*. The place of arbitration shall be Prince George, British Columbia, Canada and the costs shall be borne equally by the Parties.

8.0 GENERAL

8.1 This Agreement shall be amended only with the written consent of both Parties.

8.2 Nothing in this Agreement shall be interpreted as prejudicing or affecting the rights and powers of the Parties in the exercise of their functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed.

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- 8.3** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.
- 8.4** The waiver by a Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 8.5** The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 8.6** Wherever the singular masculine and neuter are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 8.7** No remedy under this Agreement shall be deemed exclusive but shall, where possible, be cumulative with all other remedies at law or in equity.
- 8.8** This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 9.0 NON-DISCLOSURE**
- 9.1** It is agreed and acknowledged that any information, data or training that is provided by a Party (the "**Providing Party**") to the other Party (the "**Receiving Party**") is not to be disclosed, sold or transferred by the Receiving Party, or its employees, to any other agency or person at any time, except with the written consent of the Providing Supplying Party.
- 9.2** Each Party shall not collect, use, store or disclose personal information in connection with the provision of basic dispatch services under this Agreement except in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 10.0 NOTICES**
- 10.1** All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of five business days after it was posted, addressed as follows:

North Island 9-1-1 Corporation
 C/O Comox Valley Regional District
 770 Harmston Road
 Courtenay, BC V9N 0G8

Regional District of Fraser-Fort George
 155 George Street
 Prince George, BC V2L 1P8

11.0 TERM

11.1 This Agreement is for a term of three years commencing on [NTD: insert commencement date] and ending on [NTD: insert last day of term].

11.2 By mutual agreement of the Parties, the Term may be extended in writing for up to two extension terms of one year each.

11.3 A Party to this Agreement may terminate this Agreement by giving notice of termination in writing to the other Party, not less than three months in advance of the date on which it wishes the Agreement to terminate.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year firstabove written.

NORTH ISLAND 9-1-1 CORPORATION, by)
its authorized signatory(ies):)

_____))
Name:)

_____))
Name:)

REGIONAL DISTRICT OF FRASER-FORT)
GEORGE, by its authorized signatory(ies):)

_____))
Name:)

_____))
Name:)