

**REPORT TO PLANNING AND PROTECTIVE SERVICES COMMITTEE
MEETING OF WEDNESDAY, APRIL 26, 2006**

SUBJECT DISPATCH AGREEMENT WITH CITY OF LANGFORD

PURPOSE

To enter into a contract with the City of Langford for dispatch services for those municipalities who are a part of the RCMP Operational Communication Centre.

BACKGROUND

On January 01, 2003, the Capital Regional District (CRD) entered into a five-year Memorandum of Understanding (MOU) with the Royal Canadian Mounted Police (RCMP) that establishes the RCMP as the primary public safety answering point for 9-1-1 calls. Further, the MOU identifies the Langford Fire Department as the fire dispatch centre. The communities that are beneficiaries of this service are Langford, Colwood, Sidney, North Saanich, Sooke, View Royal, Metchosin, and Highlands, and the Salt Spring Island, Southern Gulf Islands and Juan de Fuca electoral areas.

In addition to the MOU, the CRD has been a signatory to an agreement with Langford for the provision of fire dispatch services. This agreement expired on December 31, 2005 but has been extended by Langford while details of a new agreement have been worked out between the parties. The primary concerns, beyond the original proposal submitted by Langford, have been raised by the Town of View Royal and the City of Colwood. These have generally been related to:

- the term of the agreement (three years versus five years);
- assurances that dispatch standards and ongoing communications/problem-solving mechanisms are in place; and
- the compatibility and quality of dispatch information and reporting between the CityView software utilized by Langford and the FDM system utilized by Colwood and View Royal.

After numerous meetings, it was felt that general agreement had been reached on all points with an understanding that:

- The agreement would be for three years with a two-year extension provided that dispatch performance benchmarks were met.
- Within one year from date of signing, Langford would make modifications to the CityView system to match and accept seamlessly the FCM reporting system to allow for information transfer. After this year, if the CityView system is not functioning to standard, Langford would either adopt the FCM system on the approval of a majority of the participants at a revised contract amount or, if not agreed to, participants may consider opting out of the system assuring no negative financial impact to the remaining participants.
- Langford will meet or exceed the dispatch standards identified in the NFPA 1221 standard.

These agreed to amendments are in addition to the Langford proposal attached to this report as **Attachment 1**.

ALTERNATIVES

1. That the CRD enter into an agreement with the City of Langford for enhanced dispatch services with the amendments as identified.
2. That the CRD enter into an agreement with the City of Langford for fire dispatch services as identified as Option 1 Status Quo in the Langford proposal.

FINANCIAL IMPLICATIONS

1. The detailed financial implication of the enhanced service is identified in **Attachment 2**. It basically identifies the contract cost for 2006 as \$294,920. It should be noted that a good portion of this increase over the 2005 cost is because Esquimalt has opted out of continuing with this service. They were not a party to the RCMP MOU and could opt out at any time.
2. The contract cost for Option 1, Status Quo was identified as \$287,049.

INTERGOVERNMENTAL IMPLICATIONS

While there was general agreement with the terms of the proposal by Colwood and View Royal, we have been advised that Colwood Council has requested a further extension of the Langford agreement to allow them time to pursue a legal opinion on questions raised regarding the MOU with the RCMP. As the current dispatch agreement has been extended twice and is currently almost four months past the expiry date, it was felt by the Chief Administrator Officer and the Chair of the Planning and Protective Services Committee that this matter should be brought before the Committee.

LEGAL IMPLICATIONS

The current MOU with the RCMP is due to expire on December 31, 2007. The agreement does specify that "this MOU reflects the good faith and spirit of cooperation of the parties, but it is not legally binding on any of the parties." It further states that the "participants of this MOU agree to give each other not less than twelve months written notice of any intention to terminate" and "not less than six months notice of any substantial change." The participants in the agreement are the RCMP and the CRD.

SUMMARY

The current agreement for the provision of dispatch services for those areas serviced by the RCMP expired December 31, 2005. The participants have generally supported the enhanced service provisions in the Langford proposal with the addition of provisions around software modifications to perform seamlessly with FDM software, the contract term, and dispatch service performance criteria that would meet NFPA 1221 standards. To the best of our knowledge, the proposal terms are acceptable to the local government and electoral area fire departments. However, Colwood Council has just recently requested a further contract extension and is seeking legal advice on provisions of the RCMP MOU. It is, however, in the best interests of the majority of jurisdictions represented by the CRD to conclude the agreement with Langford and solidify fire dispatch services for these communities.

RECOMMENDATION

That the Planning and Protective Services Committee recommended to the CRD Board that the CRD enter into an agreement with the City of Langford for enhanced fire dispatch services with the amendments as identified.

Kelly Daniels
Chief Administrative Officer