

**EMERGENCY SERVICES COMMUNICATION (9-1-1) AGREEMENT –  
AMENDMENT NO.5**

**THIS AGREEMENT AMENDMENT NO.5** (the “**Agreement Amendment**”) is made as of the 18<sup>th</sup> day of January 2024

BETWEEN:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**  
(the “**RDCO**”)

AND:

**REGIONAL DISTRICT OF EAST KOOTENAY**  
(the “**RDEK**”)

**WHEREAS:**

- A. The RDCO and the RDEK entered into a 9-1-1 Call Answer Centre Service Agreement (reference number A14-149) dated July 1, 2014, as amended and extended by Amendment No.1 dated October 28, 2019 and Amendment No2 dated April 14, 2021 and Amendment No3 dated February 15, 2022 and Amendment No4 dated December 12<sup>th</sup> 2022 (the “**Agreement**”); and
- B. Pursuant to the Agreement, the parties have reached mutual agreement to extend the Agreement for a further term, as further provided for in this Agreement Amendment.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the promises and of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

- 1.1** The Agreement is further extended for the term commencing January 1, 2024 and ending September 30, 2024 (the “**Fifth Extension Term**”).
- 1.2** During the Fifth Extension Term, the RDCO will negotiate in good faith the terms of a new *E-Comm Contract* with *E-Comm*, for provision of a new 9-1-1 call answer centre service contract for all *Regional District Partners*.
- 1.3** The Agreement is amended by deleting *Appendix B - Fees, Invoices & Payments* in its entirety, and replacing it with *Appendix B – Fees, Invoices & Payments (Revised in Amendment No.5)*, attached hereto.
- 1.4** The RDEK is advised that the Regional District of North Okanagan is no longer one of the “**Regional District Partners**” as defined in recital C of the Agreement. The words “**Regional District of North Okanagan**” are hereby removed from recital C and from the definition of ‘9-1-1 Agreements’ in section 1 of the Agreement.
- 1.5** NG911:
  - (a) Whereas each of the; Regional District of Central Okanagan, Regional District of Okanagan Similkameen, Regional District of Kootenay Boundary, Regional District of Central Kootenay, Regional District of East Kootenay, Columbia Shuswap Regional District, Thompson Nicola Regional District, and Squamish Lillooet Regional District (North) are at various stages in the process of executing a ‘Next Generation 9-1-1 Local Government Service Agreement’ with Telus Communications Inc (the “**NG911 Agreements**”) related to Next Generation 911 obligations.

- (b) And whereas pursuant to those NG911 Agreements; implementation of the Telus Next Generation 9-1-1 Service within each Regional District Partner Serving Area is to be on an implementation schedule that is mutually agreed between Telus Communications Inc. and each Regional District Partner.
- (c) The RDCO and the RDEK hereby agree that the date for implementation of the Telus Next Generation 9-1-1 Service withing the RDEK Serving Area shall not occur during the Fifth Extension Term. As a result, the obligations of either E-Comm or the RDCO or the RDEK under any of the NG911 Agreements with Telus shall not apply during the Fifth Extension Term.

- 1.6** The terms of this Agreement Amendment are expressly made part of the Agreement to the same extent as if incorporated therein, and both the RDCO and the RDEK agree that all agreements, covenants, conditions, and provisos contained in the Agreement, except as amended or altered by this Agreement Amendment, shall be and remain unaltered and in full force and effect during the Fifth Extension Term. The RDCO and the RDEK both acknowledge and agree to perform and observe, respectively, the obligations of the RDCO and the RDEK under the Agreement as extended and modified hereby. The RDCO and the RDEK hereby confirm and ratify the Agreement as hereby extended and amended.
- 1.7** All terms capitalized herein and not otherwise defined in this Agreement Amendment shall have the same meaning as the Agreement.
- 1.8** The provisions of this Agreement Amendment shall enure to the benefit of and be binding upon the parties' respective successors and permitted assigns.

**IN WITNESS WHEREOF** this Agreement Amendment has been executed and delivered by the parties as of the day and year first above written.

**REGIONAL DISTRICT OF CENTRAL  
OKANAGAN**

**REGIONAL DISTRICT OF EAST KOOTENAY**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**APPENDIX B**  
**FEES, INVOICES & PAYMENTS (REVISED IN AMENDMENT NO.5)**

**D1 9-1-1 Fees.**

Pursuant to Section 4.1, the 9-1-1 fees payable by RDEK to RDCO are to be the RDEK's Apportionment (as per the definition under D.1.1) of the sum of the budgeted annual cost calculated each year for:

- a) the "Total Annual Estimated Cost" as budgeted each year (except for the "Capital / Equipment Upgrade Cost in Year 1"\*) detailed in D1.2 E-Comm Contract Pricing herein;
- b) the Operating Contingency for the E-Comm Contract, as per D1.3 Operating Contingency herein;
- c) the "Total RDCO Direct Costs", as per D1.4 RDCO Direct Costs herein; and
- d) the Administration Overhead charge, as per D1.5 herein.

\*Note: The Capital / Equipment Upgrade Costs for Year 1 detailed in D1.2 E-Comm Contract Pricing will be paid from existing Capital Reserve Funds which the parties along with all Regional District Partners currently hold.

Using the methodology described above, upon the date of execution of this agreement, the estimated 9-1-1 Fees payable by RDEK to RDCO in each calendar year are as follows:

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Regional District of East Kootenay	\$ 132,097	\$ 138,673	\$ 144,953	\$ 151,517	\$ 162,405	\$ 128,537	\$ 136,467	\$ 143,505	\$ 169,239	\$ 196,304

Note: the actual amounts will be calculated each year, following completion of the Apportionment process detailed in D1.1.

For 2024 Fees; the estimated fees for the 2024 calendar year (12 months) that are shown in the table above shall be pro-rated to reflect the nine-month duration of the Fifth Extension Term.

**D1.1 Cost Apportionment**

The parties hereby agree that all costs outlined in D1.2 to D1.5 herein shall be shared by all the Regional District Partners, pro rata, in proportions equivalent to the percentage that each Regional District Partner's respective converted assessed value of improvements for hospital purposes using the annual completed assessment roll, bears to the total converted assessed value of improvements of all Regional District Partners (the "Apportionment").

These proportions shall be determined on an annual basis, on or before March 1<sup>st</sup> in each year of this Agreement and shall apply to the current calendar year.

## D1.2 E-Comm Contract Pricing

### a) Original Term Pricing:

	A	B	C	D	E
	Contract Year	Project Management Costs	Capital / Equipment Upgrade Costs	Operating Costs	Total Annual Estimated Cost (Sum of Columns B, C, D)
1	Year 1 (Nov 18, 2014 - Nov 17, 2015)	\$ 50,000	\$ 287,870	\$ 865,140	\$ 1,203,010
2	Year 2 (Nov 18, 2015 - Nov 17, 2016)	\$ -	\$ 19,190	\$ 908,540	\$ 927,730
3	Year 3 (Nov 18, 2016 - Nov 17, 2017)	\$ -	\$ 19,190	\$ 953,760	\$ 972,950
4	Year 4 (Nov 18, 2017 - Nov 17, 2018)	\$ -	\$ 19,190	\$ 1,001,040	\$ 1,020,230
5	Year 5 (Nov 18, 2018 - Nov 17, 2019)	\$ -	\$ 19,190	\$ 1,050,000	\$ 1,069,190
6	<b>Total Contract Price over 5 Year Term</b> (Sum of rows E1, E2, E3, E4, E5)				<b>\$ 5,193,110</b>

### b) Extension Term Pricing:

#### 1st Extension Term:

Nov 18, 2019 - Dec 31, 2019	\$ -	\$ 2,239	\$ 116,548	\$ 118,787
Jan 1, 2020 - Dec 31, 2020	\$ -	\$ 19,190	\$ 1,028,949	\$ 1,048,139
<b>Total</b>				<b>\$ 1,166,926</b>

#### 2nd Extension Term:

Jan 1, 2021 - Dec 31, 2021	\$ -	\$ 19,190	\$ 1,075,250	\$ 1,094,440
<b>Total</b>				<b>\$ 1,094,440</b>

#### 3rd Extension Term:

Jan 1, 2022 - Dec 31, 2022	\$ -	\$ 19,190	\$ 1,248,960	\$ 1,268,150
<b>Total</b>				<b>\$ 1,268,150</b>

**4<sup>th</sup> Extension Term:**

Contract Year	Capital / Equipment Upgrade Costs	Operating Costs	Total Annual Estimated Costs
Jan 1, 2023 – Dec 31, 2023	\$19,190	\$1,398,835	\$1,418,025

**5<sup>th</sup> Extension Term:**

Contract Year	Capital / Equipment Upgrade Costs	Operating Costs	Total Annual Estimated Costs
Jan 1, 2024 – Dec 31, 2024*	\$ 0	\$1,450,534	\$1,450,534

\* The Total Annual Estimated Costs shown above shall be pro-rated for the nine months of the Fifth Extension Term. The pro-rated Total Annual Estimated Costs for the nine-months of the Fifth Extension Term are estimated to be \$1,087,900.

**Notes:**

*E-Comm operates under a cost-recovery model which is based on budgeted costs.*

*Assumptions with respect to the above 5<sup>th</sup> Extension Term costs have been included below.*

- (a) % targeted average service 95%/5 seconds for 9-1-1 Call Answer.
- (b) 5th Extension estimates based on the approved *budget* of the E-Comm Board of Directors. This amount reflects a 14.2% increase in line with projections outlined in E-Comm's Transformation Plan, which includes an allocation for additional 9-1-1 call-taking staffing to better reflect current metrics (call volumes and handle times).
- (c) Excluded costs:
  - Next generation 9-1-1 (NG911) costs are excluded
  - Technology life cycle replacement costs are excluded (the District had chosen to pay for initial capital and implementation costs upfront). Refer to contract for additional details on "additional services" (ex. NG911) and/or changes.
- (d) The above estimated rates are also based on E-Comm's forecast for the District's call volume for 2024 and average handle time.

Should the District's metrics increase by 3% or more over the prior year, or term of the agreement, the 9-1-1 Call Taking Fee may be subject to increases higher than the rates noted above.

The above assumes that all abandoned 9-1-1 calls will be down-streamed to the Police of Jurisdiction for call- back, investigation and any additional further action, consistent with the standard practice established for the regional districts and other communities that we currently provide PSAP services to.

- (e) Billing will be based on the estimated call volume; call volumes will be reviewed and assessed annually, in arrears, for staffing and service level impacts. Future year estimates and billings may be adjusted subject to the above.
- (f) Costs for the language translation services included from a third party provider will be billed back to the District.

### D1.3 Operating Contingency

For each Contract Year noted in the E-Comm Contract Pricing under D1.2, the RDCO will transfer year-end surplus amounts to an Operating Reserve, which will be used to mitigate significant cost increases and facilitate financial sustainability. Any surplus funds in the Operating Reserve shall be returned to the Regional District Partners, in accordance with the Apportionment method, in the event that a new Agreement is not executed after the end of the Fifth Extension Term.

### D1.4 RDCO Direct Costs

In each calendar year, the RDCO Direct Costs are estimated to be as per the table below. (Note: these are estimates only, and actual costs incurred will be shared as per D1.1):

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024*</b>
Salaries - Full Time	29,871	30,468	31,157	31,157	32,377	34,111
Payroll Overhead	8,065	8,226	8,412	8,412	8,742	5,413
Travel	2,250	2,295	2,250	2,250	2,295	2,500
Meetings / Communication/Education	1,500	1,530	1,500	1,500	2,000	2,000
Telephone	1,000	1,020	1,000	1,000	1,020	1,020
Insurance	8,116	8,278	10,500	6,483	6,613	4,391
Office Supplies	400	408	400	400	500	500
Technology/Upgrades			150,000	0	0	2,000
Legal	2,000	2,040	2,000	2,000	2,040	2,040
Consulting			10,000	10,000	12,000	12,000
Contingencies					2,000	2,000
<b>Total RDCO Direct Costs (\$):</b>	<b>53,202</b>	<b>54,265</b>	<b>217,219</b>	<b>63,202</b>	<b>69,587</b>	<b>67,975</b>

\*Costs shown above shall be pro-rated for the nine months of the Fifth Extension Term

Note: Any surplus/deficit will be carried forward to the next year's budget. Any future surpluses may be put into an operating reserve or used to reduce the requisition for the following year.

#### **D1.5 Administration Overhead**

An administration overhead charge in accordance with the RDCO Administration Overhead Policy 7.19, to be calculated each year, will be applied to all costs in D1.2 to D1.4 above. In 2024, the % is 11.25%.

#### **D2 Other Fees.**

The following are not included in the 9-1-1 Fees detailed in D1, and will be extra fees payable upon consultation between the parties: (admin charges will also apply):

- a) Other potential fees, which are not definable and /or could become payable during the term
- b) Fees for Material Compliance change, as per section 4.2 of the E-Comm Contract
- c) Additional 9-1-1 Services, where it expressly states an additional cost may be charged, as per Schedule B of the E-Comm Contract
- d) Any costs associated with early termination, as per section 7 of the Agreement.
- e) Staffing for a Planned Major Event, as per Schedule B (e) of the E-Comm Contract.

#### **D3 Payment Terms.**

Fees for each contract year shall be requisitioned in April and payment received no later than August 31<sup>st</sup> of that year.