

**EMERGENCY SERVICES COMMUNICATION (9-1-1) AGREEMENT –
AMENDMENT NO.6**

THIS AGREEMENT AMENDMENT NO.6 (the “**Agreement Amendment**”) is made as of the 7th day of October 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 12th 2022, and Amendment No5 dated January 18, 2024 (collectively, the “**Agreement**”);
- B. Pursuant to a federally-mandated initiative to modernize Canada’s 30-year-old 9-1-1 telecommunications technology network, Legacy 9-1-1 Service is anticipated to be replaced by a Next Generation 9-1-1 (“**NG 9-1-1**”) telecommunications technology network with transition to same expected to occur following the Sixth Extension Term (as defined below);
- C. The RDCO and RDEK acknowledge and agree that for both technical and operational viability reasons, E-Comm may not have the ability to, and is under no obligation under the E-Comm Contract, to continue to provide Call Answer service and Additional 9-1-1 Services if; any of the Regional District Partners (“**Regional District Partners**” meaning any of the; Regional District of Central Okanagan, the Regional District of Okanagan-Similkameen, the Regional District of Kootenay Boundary, the Regional District of Central Kootenay, the Regional District of East Kootenay, Columbia Shuswap Regional District, Thompson Nicola Regional District, and the Squamish Lillooet Regional District (North)) is unable or unwilling to be migrated to the NG9-1-1 system in the time period to be scheduled by E-Comm for such migration on a date after April 30, 2025; and
- D. 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 October 1, 2024 and ending December 31, 2025 (the “**Sixth Extension Term**”).
- 1.2** During the Sixth 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*, which will include provision for the transition to NG 9-1-1 and its related costs.

- 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.6)*, attached hereto.
- 1.4 This section is intentionally left blank.
- 1.5 Pursuant to section 7.3(b) of the Agreement (Early Termination); the RDEK is hereby advised that, for the duration of the Sixth Extension, the E-Comm Contract shall contain a provision that allows E-Comm to terminate the E-Comm Contract upon written notice to RDCO if, following April 30th 2025, any of the Regional District Partners has not agreed with each of Telus and E-Comm to be onboarded onto NG9-1-1 on the date or within the time frame specified by E-Comm. Furthermore, the E-Comm Contract contains a provision that E-Comm shall provide notice to the RDCO of the date and/or time frame specified by E-Comm for the Regional District Partners to be onboarded to NG9-1-1 as soon as reasonably practicable and in any event as soon as such date and/or time frame are set.
- 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 Sixth 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.6)**

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 actual amount invoiced under the E-Comm Contract for 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:

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Regional District of East Kootenay	\$ 132,097	\$ 138,673	\$ 144,953	\$ 151,517	\$ 162,405	\$ 128,537	\$ 136,467	\$ 143,505	\$ 169,239	\$ 211,311	\$ 228,000

Note: the actual amounts will be calculated each year, following completion of the Apportionment process detailed in D1.1. 2025 Fees are based on the 2024 year Apportionment, and may be adjusted during the 2025 Apportionment process.

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

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
			Total	\$ 1,166,926

2nd Extension Term:

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

3rd Extension Term:

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

4th 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

5th & 6th 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
Jan 1, 2025 – Dec 31, 2025*	\$ 0	\$1,543,739	\$1,543,739

* Subject to change and/or approval in the E-Comm Contract by the board of directors of E-Comm.

Notes:

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

Assumptions with respect to the above 6th Extension Term costs have been included below.

- (a) % targeted average service 95%/5 seconds for 9-1-1 Call Answer.
- (b) 6th Extension estimates based on the approved *budget* of the E-Comm Board of Directors for calendar 2024 and the estimated budget for calendar 2025, which is subject to change and/or approval by the board of directors of E-Comm. The latter amount reflects a 6.4% 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 2025 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 Sixth 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):

	2019	2020	2021	2022	2023	2024	2025
Salaries - Full Time	29,871	30,468	31,157	31,157	32,377	34,111	TBC
Payroll Overhead	8,065	8,226	8,412	8,412	8,742	5,413	TBC
Travel	2,250	2,295	2,250	2,250	2,295	2,500	TBC
Meetings / Communication/Education	1,500	1,530	1,500	1,500	2,000	2,000	TBC
Telephone	1,000	1,020	1,000	1,000	1,020	1,020	TBC
Insurance	8,116	8,278	10,500	6,483	6,613	4,391	TBC
Office Supplies	400	408	400	400	500	500	TBC
Technology/Upgrades			150,000	0	0	2,000	TBC
Legal	2,000	2,040	2,000	2,000	2,040	2,040	TBC
Consulting			10,000	10,000	12,000	12,000	TBC
Contingencies					2,000	2,000	TBC

Total RDCO Direct Costs (\$):	53,202	54,265	217,219	63,202	69,587	67,975	TBC
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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 2025, the % is 12%.

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 31st of that year.