EMERGENCY FIRE DISPATCH SERVICES AGREEMENT

THIS AGREEMENT made on	Jun 9, 2025
DECEMBER	
BETWEEN:	

CITY OF GRANDE PRAIRIE ("City")

OF THE FIRST PART

-and-

COUNTY OF GRANDE PRAIRIE NO. 1 ("Municipality")

OF THE SECOND PART

(hereinafter the "Party" or "Parties")

WHEREBY IT IS AGREED:

WHEREAS the Municipality and the City wish to enter into an Agreement whereby the City will provide personnel and space for the purpose of operating the Emergency Fire Operations Communication Centre portion of the centralized Emergency Dispatch Services, upon such terms and conditions as may be mutually agreed, and for the remuneration hereinafter set out;

AND WHEREAS the Municipality engages the City to provide the Municipality with the Dispatch Services and the City agrees to provide the Municipality with the Dispatch Services.

NOW THEREFORE

1. **DEFINITIONS**

- 1.1. In this Agreement the following words and expressions shall have the following meanings:
 - 1.1.1. "CAD" means a Computer Aided Dispatch system used by fire dispatchers for dispatching purposes.
 - 1.1.2. "**Dispatch Services**" means the Emergency Fire Dispatch Services for emergency fire calls originating from or pertaining to Service Areas but excluding the provision of 911 call taking and transfer services. This includes the actions to be taken by the Operator after establishing the need to dispatch

the appropriate Fire Department(s) and all dispatch functions as outlined in the Standard Operating Procedures of the City in existence, from time to time.

- 1.1.3. "Effective Date" means January 1, 2025.
- 1.1.4. "Essential Service" means a service which is necessary for the safety and well-being of the general public and which is provided twenty-four (24) hours a day, seven (7) days a week basis.
- 1.1.5. "Fire Department" means the City of Grande Prairie Fire Rescue Service.
- 1.1.6. "Fire Dispatch System" means all equipment necessary for the dispatch of fire/rescue agencies including the system of radio, repeaters, batteries, emergency power systems, radio link sites, telephones and other communication equipment (including controls and monitoring equipment, but excluding User Equipment), dispatch console equipment, and computer aided dispatch used for the dispatch of emergency fire and rescue personnel.
- 1.1.7. "**FOCC**" means the Fire Operations Communications Centre facilities located in Grande Prairie, AB which contains the operational centre for the Fire Dispatch System, and which is more particularly described on Schedule "A", attached to and forming part of this Agreement.
- 1.1.8. "Operational Standards" means the policies, procedures, and protocols employed in providing the dispatch services and related activities, and the performance objectives which define the minimum acceptable level of service provided by the FOCC.
- 1.1.9. "**Operator**" means that person or persons appointed by the City to carry out the City's call handling and dispatch responsibilities under this Agreement.
- 1.1.10. "**PSAP**" means the public safety answering point which is responsible for the initial receipt of 911 calls, and for transferring (down streaming) such calls to the appropriate emergency dispatch centre.
- 1.1.11. "SSAP" means the secondary safety answering point which is responsible for receiving 911 calls transferred (down streamed) from the PSAP, and for the dispatch of emergency response agencies.
- 1.1.12. "Service Area(s)" means the geographical areas serviced by the Municipal Name Fire Departments ("Departments") for which the Municipal Name has contracted to provide dispatch services, excluding the provisions of 911 call receiving and transferring, as described in Schedule "B", attached hereto.

- 1.1.13. "User Equipment" means the mobile radios, portable (handheld) radios, and paging receivers (pagers) used by individual fire departments and rescue services and includes all peripheral ENGAGEMENT
- 1.2. The Municipality engages the City to provide the Municipality with the Dispatch Services and the City agrees to provide the Municipality with the Dispatch Services.

2. TERMS AND OPTION TO RENEW

- 2.1. This Agreement shall remain in force for three (3) years after the Effective Date ("**Term**").
- 2.2. Unless either Party shall give written notice to the contrary no later than six (6) months prior to the expiry of the Term or any renewal term, as the case may be, the Term shall be automatically renewed for one (1) year and all of the terms of this Agreement shall remain in force.

3. TERMINATION UPON NOTICE

3.1. Either Party may terminate this Agreement for any or no reason at any time during the Term upon giving six (6) months written notice.

4. ANNUAL SERVICE FEE

4.1. The annual service fee ("**Service Fee**") is stated in the attached Schedule "C". For the provision to the Service Areas:

County of Grande Prairie No. 1 (Bezanson, Clairmont, Dunes, Hythe, La Glace, TeePee Creek), Town of Beverlodge, Town of Sexsmith, Town of Wembley, Horse Lake 152B

- 4.2. The Municipality shall pay the Service Fee to the City prior to the commencement of each year of the Term.
- 4.3. If the Municipality shall terminate this Agreement effective on a date prior to an Anniversary Date, the Service Fee paid for that year will be pro-rated, less any actual costs incurred by the City, including but not limited to, system support, software, licensing, and any other annualized costs incurred by the City for the provision of this Agreement.
- 4.4. If the City shall terminate this Agreement effective on a date prior to an Anniversary Date, the Service Fee paid for that year will be pro-rated.

- 4.5. In the event that the Municipality wishes to expand the Service Area or retain additional services provided by the City (e.g. mobile CAD, RMS), the City shall be entitled to an increase in that annual fee as a result of the proposed expansion if it is demonstrated through the consultant's recommendations, as referred to in section 7.1.6(b), or otherwise to the Municipality's satisfaction, acting reasonably, that additional dispatch personnel, solutions/services, or software licenses are required in order for the City to provide the additional services.
- 4.6. The City shall be entitled to adjust the annual fee as a result of an increase (or decrease) of five (5%) percent or more in population change within the Service Area, or, if it is demonstrated through the consultant's recommendations, as referred to in section 7.1.6(b), or otherwise to the Municipality's satisfaction, acting reasonably, that additional dispatch personnel are required in order for the City to continue to provide the service to the NFPA 1221 standard given the increase in population and corresponding call volume.

5. 911 SERVICES

5.1. It is specifically acknowledged that 911 call taking and transfer services are not covered by this Agreement.

6. COVENANTS OF THE CITY

- 6.1. Subject to Clause 6.2 the City covenants and agrees with the Municipality:
 - 6.1.1. To provide the Dispatch Services to the Municipality during the Term as provided in this Agreement;
 - 6.1.2. To provide the Dispatch Services on a year-round 24 hours per day, seven (7) days per week basis;
 - 6.1.3. To provide one on one radio communications training to Municipality fire / rescue agencies as FOCC staff resources permit and upon agreement of the Parties;
 - 6.1.4. To keep and maintain proper records with respect to the provisions of the Dispatch services including total calls received, the manner in which calls have been dealt with and any other information which the Parties may jointly agree should be recorded;
 - 6.1.5. To provide the Municipality with current copies of all applicable Standard Operating Procedures and from time to time with any future amendments;
 - 6.1.6. To provide a paging and two-way radio communication system access for Municipality fire departments and rescue services radio systems within the

Service Area in accordance with the Operational Standards of those departments and services;

- 6.1.7. To arrange for the provision of additional resources in response to an emergency where requested by Municipality fire departments and rescue services within the Service Area;
- 6.1.8. To benchmark agency apparatus in the CAD system;
- 6.1.9. To update information in the CAD system to record agency support and vital information relating to the call;
- 6.1.10. To ensure that the FOCC is secured at all times against unauthorized entry by the general public or any person not having a valid reason to access the FOCC premises;
- 6.1.11. To ensure that Dispatch Services are provided at the NFPA 1221 standard for dispatch operations;
- 6.1.12. To conduct emergency communications radio system testing and fire / rescue agency alerting system testing;
- 6.1.13. To assist the Municipality staff and contractors in dealing with the Fire Dispatch System technical issues; and
- 6.1.14. To provide Dispatch Services in the context of the FOCC functioning as a SSAP, normally receiving 911 calls via downstream transfer from the PSAP or an emergency call from another source.
- 6.2. The Municipality acknowledges that the City has other dispatch obligations and, having regard to those obligations, the City will use reasonable efforts to provide the best possible service as outlined in the City's Standard Operating Procedures. A copy of the City's Standard Operating Procedures will be available for review by the Municipality at any time.

7. COVENANTS OF THE MUNICIPALITY

- 7.1. The Municipality covenants and agrees with the City:
 - 7.1.1. That the Municipality shall be responsible for the development of all public information relating to Dispatch Services available in the Service Area at its sole expense and any such public information shall be approved by the City prior to release to the Public.

- 7.1.2. The Municipality shall at its own expense acquire and maintain in force throughout the term of this Agreement, including without limitation, commercial general liability insurance against claims for personal injuries, deaths, or property damage, arising out of this Agreement or the performance by the City of its obligations hereunder, in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence or such higher amount as the City may from time to time reasonably require. Coverage will include:
 - a. all insured operations;
 - b. professional liability or errors and omissions coverage; and
 - c. cross-liability.
- 7.1.3. The policy shall name, as additional insured, the City as the City's respective interests may appear. The policies shall contain a waiver of subrogation rights against the City. All policies will:
 - a. be non-contributing and apply only as a primary and not excess to any other insurance available to the City;
 - b. not be invalidated (in relation to the interest of the City) by reason of any breach of warranties, representations, declaration, or conditions contained in the policies; and
 - c. contain an undertaking by the insurers to notify the City in writing not less than thirty (30) days before any material change, cancellation, or termination.
- 7.1.4. The Municipality hereby waives notice of the provisions of any policy insurance held by the City.
- 7.1.5. The Municipality shall provide to the City a certificate of insurance evidencing that insurance is in place as required above at least two (2) weeks prior to the commencement of this Agreement, and proof annually that such insurance has been renewed.
- 7.1.6. The Municipality may, at its sole cost, from time to time, retain the services of a qualified consultant to:
 - a. perform a review of the dispatch process to determine if the Dispatch Services provided by the FOCC meets the NFPA 1221 standard, and if it is determined that the Dispatch Services do not meet that standard, to evaluate the causes and to make recommendations to the City that will result in the NFPA 1221 standards being met, or

- b. to determine if the Dispatch Services and the Fire Dispatch System have capacity to accommodate further expansion of the Service Area while continuing to meet the NFPA 1221 standard.
- 7.1.7. The Municipality agrees to inform the City of any recommendations received from the Municipality's consultant and to provide the City with a reasonable opportunity to respond to, and comment upon, the consultant's recommendations.
- 7.1.8. The Municipality shall supply all Municipality specific materials, manuals, and equipment necessary, or desirable, for the operation of the FOCC.
- 7.1.9. The City agrees to be responsible for the proper care and safekeeping of any equipment or materials provided by the Municipality pursuant to this Agreement and placed in, or used by, the FOCC in connection with, or to support, the provision of Dispatch Services.
- 7.1.10. Should the Municipality declare a State of Local Emergency ("**SOLE**"), any actual costs incurred by the City, as a result of supporting the SOLE, will be fully reimbursed by the Municipality within thirty (30) days of receipt of invoice from the City. The Municipality is fully responsible for recovering said costs directly from the province or other means of provincial/federal relief.

8. DISPATCHERS

- 8.1. The City shall be responsible to provide a sufficient number of fully trained fire dispatchers in order for the City to provide Dispatch Services in accordance with the requirements of this Agreement.
- 8.2. The Municipality may request from time to time that the City's fire dispatchers participate in such additional training sessions that the Municipality considers are necessary, provided that the cost of any such additional training shall be the responsibility of the Municipality.
- 8.3. The City's fire dispatchers shall be dedicated to the provision of Fire Dispatch Services under this Agreement and the City shall not request or require that its fire dispatchers perform other fire department duties that may reasonably be expected to interfere with the provision of Fire Dispatch Services under this Agreement.

9. INDEMNITY

9.1. The Municipality shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, employees, and volunteers from and against any and all liabilities, claims, damages, losses, expenses, and costs (including reasonable attorney fees and costs) arising out of or in connection with the provided 911 dispatch services, or any GIS data of any

Emergency Fire Dispatch Agreement COUNTY OF GRANDE PRAIRIE NO. 1

origin whatsoever (including the accuracy or completeness thereof), regardless of the cause or any negligence or other fault of the City. This indemnification shall cover all claims, including third-party claims and those stemming from errors, omissions, or negligence in the provision of the services. These indemnity obligations shall survive the termination or expiration of this Agreement. The Municipality shall promptly notify the City of any claim or potential claim and shall cooperate fully in the defense of such claims.

10. FORCE MAJEURE

10.1. The City shall not be liable to the Municipality for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure" which, for the purposes of this Agreement, means any cause not within the reasonable control of the City including, without limitation, interruption of telecommunications or any utility service, acts of God, strikes, or other industrial disturbances, pandemics, acts of war, and civil disturbance. Where the City is prevented from carrying out its obligations hereunder due to Force Majeure, the City shall, as soon as possible, give notice of the Occurrence of such Force Majeure to the Municipality and the City shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

11. OWNERSHIP

- 11.1. The material produced, received, acquired by, or provided by, the Municipality to the City as a result of this Agreement and any equipment, machinery or other property provided by the Municipality to the City as a result of this Agreement will:
 - 11.1.1. Be the exclusive property of the Municipality; and
 - 11.1.2. Forthwith be delivered by the City to the Municipality upon the Municipality giving written notice to the City, requesting delivery of same, whether such notice is given before, upon, or after the expiration or sooner termination of this Agreement.

12. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

12.1. The Municipality and the City both acknowledge and agree that the printed, electronic, and other records produced and maintained by the FOCC for the purpose of, or in connection with, the provision of Dispatch Services are records that for the purpose of the *Freedom of Information and Protection of Privacy Act, RSA 2000, c. F-25* ("FOIP Act"), are in the custody and under the control of the Municipality, and that the Municipality shall be responsible to process requests for access to those records that are received from third parties by the Municipality or the City.

- 12.2. The Municipality and the City both acknowledge that the records referred to in section 12.1 include personal information (as defined in the FOIP Act) and that such personal information shall be collected, maintained, use and disclosed only as permitted by and in accordance with the provisions of the FOIP Act.
- 12.3. Both the Municipality and the City acknowledge and agree that to the extent that fire / rescue agencies (other than fire / rescue agencies operating under the authority of the Municipality) use the Records Management System provided by the City to store information about the services provided by such agencies in response to dispatches received from the FOCC, such records are not in the custody, or under the control, of the Municipality.

13. CONFIDENTIALITY

13.1. The City will treat as confidential, and will not without the prior written consent of the Municipality, publish, release, disclose, or permit to be published or disclosed, either before or after the expiration or sooner termination of this Agreement, material or any information supplied to, obtained by, or which comes to the knowledge of the City as a result of this Agreement, except insofar as such publication, release, or disclosure, is necessary to enable the City to fulfil its obligations under this Agreement or under the FOIP Act.

14. WAIVER

14.1. No consent or waiver, express or implied, by either Party to or of any particular breach or default by the other Party shall be deemed to be a consent or waiver to or of any other breach or default hereunder.

15. FURTHER ASSURANCES

15.1. The Parties each covenant to do such things and execute such further documents as may be necessary or advisable to carry out terms of this Agreement.

16. NOTICES

16.1. All notices which may be or required to be given under the provisions of this Agreement shall be in writing and may be delivered personally, electronically or by registered mail to a Party, as follows:

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If to the City:

City of Grande Prairie

Postal Bag 4000 10205 - 98 Street Grande Prairie, AB T8V 6V3

Attention: Fire Chief Phone: 780-830-5022

Email: mvanwerkhoven@cityofgp.com

If to the Municipality:

County of Grande Prairie No. 1

10001 – 84 Avenue Clairmont, AB T8X 5B2

Attention: Fire Chief – Trevor Grant

Phone: 780-532-9727

Email: tgrant@countygp.ab.ca

Or to such other address (or email address) as the Parties may direct in writing. Any such notice shall be deemed to have been given (if personally delivered) when delivered, or (if transmitted by e-mail) immediately upon receipt thereof (if transmitted on a business day) or (if transmitted on a non-business day) on the first (1st) business day after the date of transmission, or (if mailed) on the fifth (5th) business day following the date of mailing. In the case of a postal strike, only personal delivery or electronically shall be effective.

17. DISPUTE RESOLUTION

- 17.1. If the Parties fail to resolve any dispute or difference arising out of any conditions detailed in this Agreement, the dispute or difference shall be settled by Mediation. The Parties hereto agree to select a mediator within forty-five (45) days of the dispute arising, unless otherwise agreed to in writing by each part to this Agreement, to assist them in resolving the matter in dispute.
- 17.2. If the Parties are unable to resolve the dispute or difference arising out of any conditions detailed in this Agreement through the services of a mediator, either of the Parties may forthwith submit the matter to arbitration. The dispute or difference shall then be settled by the award of a single arbitrator in accordance with the provisions of the *Arbitration Act* (*Alberta*). The expense of the arbitration shall be borne as the arbitrator may determine.

18. OBSERVANCE OF LAWS

18.1. The Parties shall, at all times and in all respects comply with, and ensure that all persons for whom each Party is legally responsible under this Agreement also comply with, all applicable municipal bylaws, rules, regulations, and any other legal requirements imposed by municipal, provincial or federal authorities, including, without limitation, all applicable environmental laws, as they relate to the performance of this Agreement.

19. ESSENTIAL SERVICE

- 19.1. The Parties agree that the service is an Essential Service for the protection of the public and that the service may not be suspended during the resolution of any dispute referred to in section 17.
- 19.2. In the event of a labour dispute which disrupts, or threatens to disrupt, the operation of the FOCC the City shall immediately apply to the Alberta Labour Relations Board for a declaration that the FOCC employees perform an Essential Service.

20. MISCELLANEOUS

- 20.1. This Agreement supersedes and replaces all other Agreements, letter agreements, written instruments and verbal understandings of any kind whatsoever, pertaining to the subject matter of this Agreement.
- 20.2. No amendment of this Agreement shall be valid unless in writing and signed by each of the Parties hereto.
- 20.3. Both Parties mutually affirm that the relationship created by this Agreement is solely that of an independent contractor. Neither Party, nor any of their respective officers, directors, elected officials, employees, agents, representatives, or affiliates, is an employee, agent, partner, or joint venturer of the other party for any purpose whatsoever. Neither Party has any authority to assume or create any obligation on behalf of or in the name of the other Party, either express or implied, nor to represent the other Party as agent, employee, or in any other capacity, except as specifically provided in this Agreement.
- 20.4. This Agreement shall not be assigned, either in whole or in part, without prior written consent of both Parties.
- 20.5. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

Emergency Fire Dispatch Agreement COUNTY OF GRANDE PRAIRIE NO. 1

- 20.6. The Parties acknowledge that, in executing this Agreement, they have had the opportunity to seek the advice of independent legal counsel and has read and understands all of the terms and conditions of this Agreement and agrees to be bound by them.
- 20.7. Time shall be of the essence in this Agreement.
- 20.8. In the event of any ambiguity or uncertainty in this Agreement, the parties agree that the rule of *contra proferentem* shall not apply. No term or provision of this Agreement shall be construed against any party solely by reason of that party having drafted, prepared, or proposed the language in question.
- 20.9. This Agreement may be executed in counterpart, may be transmitted electronically, signed with digital signature and shall be as binding upon the Parties as though it were an original Agreement.
- 20.10. The person signing below represents and warrants they are duly authorized to so sign on behalf of, and to legally bind the Municipality in respect to this Agreement.
- 20.11. Should any provision of this Agreement be declared unlawful by a court of competent jurisdiction it shall, wherever possible, be severed from the remainder of this Agreement. Where severability is not possible, the Parties shall make every effort to renegotiate an agreement in good faith for their mutual benefit.

IN WITNESS OF WHICH the Parties have executed this Agreement as of the day and year first written above.

CITY OF GRANDE PRAIRIE

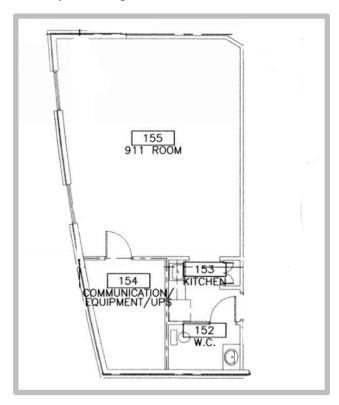
COUNTY OF GRANDE PRAIRIE NO. 1

Per: Millian	Per: Robert Marshall (Apr 9, 2025 08:59 MDT)
Authorized Signature	Authorized Signature
Chief Financial Officer	Per: Joulia Whittleton (Jun 4, 2025 13:16 MDT)
Title	Authorized Signature

 $Adobe\ Acrobat\ Sign\ Transaction\ Number:\ CBJCHBCAABAAmDJeTgbjAl5qoWlE8qhbYebq6lkVb0YM$

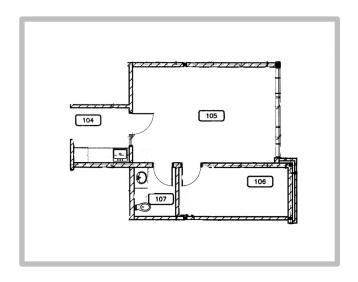
SCHEDULE "A"

Primary 911 Dispatch Centre:



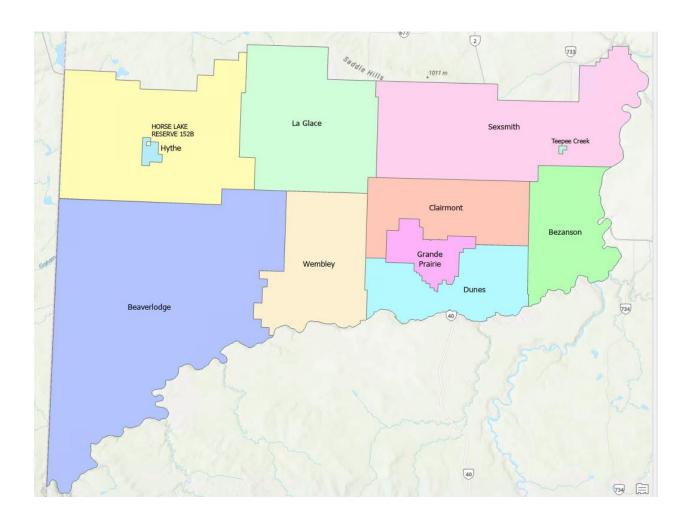
Primary 911 Lines
Primary Phone System
Primary Radio Console Server
Primary AFRRCS Connection
Secondary AFRRCS Connection (RF Link)
Primary CAD / RMS System
Primary Logger

Back-up 911 Dispatch Centre:



Back-up 911 Lines Back-up Phone System Back-up Radio Console Server Back-up AFRRCS Connection (RF Link) Back-up CAD / RMS System Secondary Logger

SCHEDULE "B"



SCHEDULE "C"

FIRE DISPATCH SERVICE FEES COUNTY OF GRANDE PRAIRIE NO. 1

Fire Dispatch Calculation:

Population (Note 1)	Service Area	Cost Per Capita	Cost per Service Area
26,343	County of Grande Prairie No. 1 (Bezanson, Clairmont, Dunes, Hythe, La Glace, TeePee Creek)	\$2.50	\$65,857.50
2,445	Town of Beverlodge	\$2.50	\$6,112.50
2,483	Town of Sexsmith	\$2.50	6,207.50
1,512	Town of Wembley	\$2.50	\$3,780.00
515	Horse Lake 152B	\$2.50	\$1,287.50

Annual Fire Dispatch Fee:

2025	\$83,245.00
2026	\$83,245.00
2027	\$83,245.00

Note 1	Population figures are provided by the Treasury Board and Finance Department.	
Note 2	The minimum charge for Fire Dispatch Services has been established as \$3,000.00 per year for all	
	customers. This applies to the contract area (ie: County, Municipal District), not per Fire	
	Department.	

EFD Service Ag- County of GP No 1 ex31Dec2027

Final Audit Report 2025-06-09

Created: 2025-04-08

By: Records Manager City of GP (records@cityofgp.com)

Status: Signed

Transaction ID: CBJCHBCAABAAmDJeTgbjAl5qoWlE8qhbYebq6lkVb0YM

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- Document created by Records Manager City of GP (records@cityofgp.com) 2025-04-08 9:11:58 PM GMT
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- Document e-signed by Joulia Whittleton (jwhittleton@countygp.ab.ca)
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- Email viewed by Danielle Whiteway (dwhiteway@cityofgp.com) 2025-06-06 6:09:03 AM GMT

Document e-signed by Danielle Whiteway (dwhiteway@cityofgp.com)
Signature Date: 2025-06-09 - 3:46:16 PM GMT - Time Source: server

Agreement completed.

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