

## DISPATCH SERVICES AGREEMENT

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

**E-COMM EMERGENCY COMMUNICATIONS FOR BRITISH COLUMBIA INCORPORATED**, having an office at 3301 E. Pender Street, Vancouver, British Columbia V5K 5J3

("E-Comm")

AND:

**CITY OF LANGFORD**, having an office at 2nd Floor, 877 Goldstream Avenue, Langford, British Columbia V9B 2X8

("Dispatch Customer")

WHEREAS:

- A. E-Comm is an emergency communications corporation designated under the *Emergency Communications Corporations Act* [SBC 1997] Chapter 47 (the "ECC Act");
- B. E-Comm is in the process of implementing the federally-mandated initiative to modernize Canada's 30-year-old 9-1-1 telecommunications technology by replacing it with a Next Generation 9-1-1 (NG9-1-1) network; aspects of which are anticipated to come into effect during the term of this Agreement; and,
- C. Dispatch Customer wishes to engage E-Comm to provide such dispatch services using the Dispatch Platform as more particularly set out in this Agreement.

NOW THEREFORE in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. INTERPRETATION**

#### **1.1 Definitions**

In this Agreement,

- (a) "Confidential Information" means any information, in whatever form (including written, oral or stored in any computer or other electronic, magnetic or optical storage system), which is non-public, confidential or proprietary in nature, whether marked as such or not, obtained, directly or indirectly, by E-Comm or the Dispatch Customer from the Dispatch Customer or E-Comm, respectively, and whether obtained by E-Comm or the Dispatch Customer, as applicable, before or after the date of this Contract and includes without limitation any business, technical or other information disclosed by a party and relating to such party's operations, and, which, at the time of disclosure, is designated as confidential, is disclosed in circumstances of confidence or would be understood by the receiving party, exercising reasonable business judgment, to be confidential, but excludes all personal information and all operational police data that is acquired by E-Comm

from any source (including from Dispatch Customer) in the normal course of its operations and for which it is necessary or appropriate to disclose to a police agency, to a government agency or to a member of E-Comm that requires such data in the normal course of its operations;

- (b) "Dispatch Levy" means the fees set out in Schedule D hereto, as adjusted pursuant to the terms of that Schedule D;
- (c) "Dispatch Platform" means E-Comm's consolidated call taking and dispatch service delivery platform, and further includes other agency systems, technology, facilities, infrastructure, data, radio, Computer Aided Dispatch (CAD) applications, telephone and network systems related to the provision of Dispatch Services; and
- (d) "Dispatch Services" means communication services as set out in Schedule "A".

## 1.2 Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then such provision will not affect the legality, validity or enforceability of the remainder of or any other provision of this Agreement and the remaining provisions will continue in full force and effect.

## 1.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof.

## 1.4 Schedules

The following schedules are hereby incorporated into and form part of this Agreement:

- Schedule A - Description of Dispatch Services
- Schedule B - Security Standards
- Schedule C - Change Requests
- Schedule D - Dispatch Levy

## 2. SERVICES

### 2.1 Engagement

The Dispatch Customer hereby engages E-Comm to provide, and E-Comm agrees to provide to the Dispatch Customer, the Dispatch Services, pursuant to the terms of this Agreement.

### 2.2 Security and Performance Standards

E-Comm will provide Dispatch Services substantially in accordance with the security standards described in Schedule "B". E-Comm will perform the Dispatch Services in accordance with the standards of care and diligence normally practised by entities that perform similar services in similar circumstances. E-Comm will work with the Dispatch Customer to establish appropriate performance measures that meet the needs of the Dispatch Customer.

### 2.3 Reporting

- (a) Annual Report - Each calendar year E-Comm will meet with a representative of the Dispatch Customer and will prepare and deliver to the Dispatch Customer a written

report containing a reasonably detailed description of the Dispatch Services provided during the immediately preceding calendar year. The content of the report will be determined and agreed upon in advance.

- (b) Situational Analysis - Reporting for specific situational analysis may be undertaken from time to time upon mutual agreement between E-Comm and the Dispatch Customer.

### **3. DISPATCH CUSTOMER RESPONSIBILITIES**

#### **3.1 Responsibility**

The Dispatch Customer shall:

- (a) provide E-Comm with all necessary information to implement operating procedures and comply with agreed performance standards;
- (b) provide a dispatch liaison for E-Comm and individual Dispatch Customer staff to facilitate changes, the communication of concerns and the development of operating procedures and policies;
- (c) update and maintain the Dispatch Customer data tables within the CAD system or Record Management Systems (RMS) where applicable;
- (d) provide appropriate notice regarding event and operational plans including providing E-Comm with the details of response, deployment, and resourcing plans within the community for each type of event and request for service;
- (e) ensure that the radio system is fully utilized as the primary means of dispatch communications and dispatch must be updated with status and location;
- (f) provide adequate internal communications, training, and instruction regarding operations, policies and procedures, technologies, and events;
- (g) ensure availability for notification of calls for service, or notification of resourcing shortages for calls for service; and
- (h) comply with all applicable statutes regarding information collecting and sharing and ensure all internal staff adhere to such communications protocols.

### **4. TERM**

#### **4.1 Term**

The term of this Agreement is for nine (9) months commencing on April 1, 2025 and ending on December 31, 2025 (the "Term").

#### **4.2 Renewal or New Agreement**

At least three (3) months prior to the expiration of the Term, the Parties will use their reasonable best efforts to either (i) extend the Term by way of amendment, or (ii) enter into a new agreement, to take effect upon the expiration of the Term, on terms and conditions mutually agreed upon by the Parties. During the Term, E-Comm and the Dispatch Customer will communicate in good faith any anticipated future changes to the Dispatch Services in order to include requirements, financial

impact and implementation of NG 9-1-1 in any future agreement between the Parties relating to the Dispatch Services.

## **5. FEES AND PAYMENT**

### **5.1 Dispatch Levy**

The Dispatch Customer will pay to E-Comm the Dispatch Levy in Schedule D.

### **5.2 Supplementary Charges**

The Dispatch Customer acknowledges that the Dispatch Levy covers only Dispatch Services as contemplated at time of agreement signing and that E-Comm has no obligation to provide any additional services. If E-Comm is requested to provide any additional services then the Dispatch Customer will pay additional charges for such services at such rates as the parties may agree in writing.

### **5.3 Payment**

E-Comm will invoice for the amounts payable for Dispatch Services quarterly in advance and the Dispatch Customer will pay the Dispatch Levy contained in such invoice in full upon receipt. If the Dispatch Customer disputes any expenses listed in an invoice, then it must pay all undisputed amounts when due and immediately notify E-Comm of the disputed expense. The parties will resolve the disputed expense using the dispute resolution process set out in Article 10 hereof.

### **5.4 Taxes**

The Dispatch Customer covenants to pay all applicable taxes on Dispatch Services provided herein.

### **5.5 Late Payment**

If the Dispatch Customer fails to pay any amount payable under this Agreement within the time limit therefore (other than a disputed expense for which the Dispatch Customer has given notice pursuant to Section 5.3), in addition to any other rights or remedies available to E-Comm at law or in equity, E-Comm may discontinue the performance of the Dispatch Services and the amount of such late payment will incur interest at the rate of 1.5% per month (18% per annum) for each calendar month (or portion thereof) during which it remains unpaid. Notwithstanding the foregoing, the Dispatch Customer acknowledges that the failure to pay any amount when due under this Agreement constitutes a Dispatch Customer Event of Default (as further described in Section 9.1).

### **5.6 Set-off Rights**

The Dispatch Levy shall be paid without set-off against any amounts owing or alleged owing by E-Comm to the Dispatch Customer, whether arising under this Agreement or otherwise.

## **6. CHANGES TO DISPATCH SERVICES AND DISPATCH PLATFORM**

### **6.1 Changes**

The procedures for addressing a change in the scope of Dispatch Services or a modification to the Dispatch Platform are described in Schedule "C".

## **7. REPRESENTATIONS AND WARRANTIES**

### **7.1 Representations and warranties**

The Dispatch Customer hereby represents and warrants to E-Comm as follows, with the intent that E-Comm will rely thereon in entering into this Agreement and in performing the Dispatch Services:

- (a) this Agreement has been duly authorized, executed and delivered by the Dispatch Customer and is a binding obligation of the Dispatch Customer enforceable against it in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity;
- (b) there are no approvals or consents of any third party required to be obtained by the Dispatch Customer in connection with the performance of the Dispatch Services by E-Comm in the manner contemplated by this Agreement; and
- (c) it will not be in breach of any other agreement or legal obligation by entering into or performing its obligations under this Agreement.

## **8. INDEMNITY AND LIABILITY**

### **8.1 E-Comm Statutory Exclusions**

The Dispatch Customer acknowledges and agrees that the ECC Act may apply to limit the liability of E-Comm in its capacity as a "protected person" (defined under section 10 of the ECC Act) with respect to some or all of the Dispatch Services provided under this Agreement. The Dispatch Customer agrees that if and to the extent that such limitations apply to the remaining provisions of this Article 8, this Article 8 will be construed subject to the provisions of such legislation.

### **8.2 Limited Indemnity by E-Comm**

Unless excused by the provisions of the ECC Act, E-Comm agrees to indemnify and save harmless the Dispatch Customer from any loss, cost, liability or expense relating to a breach of a provision of this Agreement by E-Comm caused by the gross negligence of E-Comm.

### **8.3 Indemnity by Dispatch Customer**

To the fullest extent permitted by law, the Dispatch Customer agrees to indemnify and save harmless E-Comm from any loss, cost, liability or expense relating to a breach of a provision of this Agreement by the Dispatch Customer.

### **8.4 Limitations on Liability**

In no event will E-Comm be liable to the Dispatch Customer, or any other person, firm, corporation or government body for incidental, indirect, special or consequential damages of any kind, nor for any loss, liability or damages of any kind relating to or resulting from:

- (a) loss of use, loss of anticipated revenue and/or savings, cost of capital, down-time costs, costs of substitute products, facilities, services or replacement power, loss of time or any other similar losses incurred by the Dispatch Customer;
- (b) the use or inability to use the results of the Dispatch Services for any reason;

- (c) any alteration, destruction or loss of any data or any information input, generated or obtained from access and/or use of the Dispatch Platform;
- (d) any property damage external to any Dispatch Services provided pursuant to this Agreement, and loss arising out of such damage;
- (e) any action taken or permitted to be taken by E-Comm in good faith in reliance upon instructions, orders or information received from or on behalf of the Dispatch Customer;
- (f) the Dispatch Customer failing to perform its responsibilities under this Agreement;
- (g) E-Comm's compliance with the Dispatch Customer's specifications for the Dispatch Services;
- (h) any content transmitted, posted, received or created through the Dispatch Platform; or
- (i) a Force Majeure Event,

whether a claim for such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, in all cases even if E-Comm knew or should have known of the possibility or likelihood of such loss, liability or damage. For the purposes of this Section, "E-Comm" is defined as E-Comm and its directors, officers, shareholders, employees and agents.

#### 8.5 Limitations on Damages

The entire liability of E-Comm to the Dispatch Customer for any loss relating to this Agreement and/or the Dispatch Services, regardless of the form of action or theory of liability (including breach of contract, even if a fundamental breach, or tort, including but not limited to negligence or misrepresentation), will not exceed, in the aggregate for all claims in a fiscal year during the Term, an amount equal to the annual fee for Dispatch Services as set forth in Paragraph 5.1.

#### 8.6 Limitations on Access

The Dispatch Customer acknowledges and agrees that the operation and availability of the Dispatch Platform, including the public telephone system, internal networks, and the Internet, or to transmit information or data can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Dispatch Platform. E-Comm is not responsible in any way for any such interference with or prevention of the access and/or use of the Dispatch Platform by the Dispatch Customer, or for any loss, liability or damage resulting therefrom. In the event of any such interference with or loss of access and/or use of the Dispatch Platform caused by the public telephone system, an internal network, or the Internet, E-Comm will attempt to minimize the impact thereof on the Dispatch Customer to the extent that the required actions form part of the Dispatch Services.

#### 8.7 Limitation Period

No action, regardless of form, arising out of any transaction under the Agreement may be brought by either party more than one year after such party becomes aware that a cause of action has accrued, except that E-Comm will have the right at any time, subject to section 5.3 to bring action against the Dispatch Customer for non-payment of any amount.

## 8.8 Force Majeure

E-Comm will not be responsible or liable in any way for any delays in or suspension of performance of its obligations under this Agreement caused by: (a) acts of God; (b) restrictions, regulations or orders of any governmental authority or agency or subdivision thereof or delays caused by such authorities or agencies; (c) strikes or labour dispute; (d) fires or other loss of facilities; (e) any breach of or delay under a licensor agreement, that materially affects E-Comm's ability to deliver the Dispatch Services; (f) utility, communication or transportation delays or failures that materially affects E-Comm's ability to deliver the Dispatch Services; (g) acts of war (whether declared or undeclared), terrorism, sabotage or the like; or (h) any other causes beyond the reasonable control, and not the result of the fault or neglect, of E-Comm (collectively, a "Force Majeure Event").

## 9. DEFAULT AND REMEDY

### 9.1 Dispatch Customer Events of Default

Each of the following events is a "Dispatch Customer Event of Default":

- (a) the Dispatch Customer fails to pay any amount owing under this Agreement when due, except that any amount disputed under Section 5.3 is not due for the purposes of this Section until such dispute has been resolved;
- (b) the Dispatch Customer breaches the representation and warranty under Section 7.1(a); and
- (c) the Dispatch Customer breaches any representation and warranty under Section 7.1(b) or 7.1(c) and the Dispatch Customer does not cure such breach within 15 days of receiving notice of such breach from E-Comm.

### 9.2 E-Comm Remedies

Upon the occurrence of a Dispatch Customer Event of Default, E-Comm will have the following rights, each exercisable at its option and all of which are in addition to any other right or remedy that it may have under this Agreement or otherwise at law or in equity:

- (a) to suspend the supply of Dispatch Services generally or with respect to any one or more specific Dispatch Services until resolution of the Dispatch Customer Event of Default to the satisfaction of E-Comm, provided that the exercise of this remedy by E-Comm will not limit or otherwise prevent E-Comm from subsequently terminating this Agreement upon giving not less than 15 days prior written notice to the Dispatch Customer;
- (b) to extend the time commitments for the performance of any of its obligations under this Agreement affected by the Dispatch Customer Event of Default by an amount equal to the delay resulting from that default, provided that the exercise of this remedy by E-Comm will not limit or otherwise prevent E-Comm from subsequently terminating this Agreement upon giving not less than 15 days prior written notice to the Dispatch Customer; and
- (c) to terminate this Agreement immediately by written notice to the Dispatch Customer, and

if this Agreement is terminated by E-Comm pursuant to this Section 9.2, E-Comm shall not be required to refund any Dispatch Levy previously paid by the Dispatch Customer and the Dispatch Customer shall compensate E-Comm for any direct and actual costs incurred by E-Comm associated with such termination.

### 9.3 E-Comm Events of Default

Each of the following events is an “E-Comm Event of Default”:

- (a) E-Comm fails to provide Dispatch Services to the Dispatch Customer pursuant to the terms of this Agreement; and
- (b) E-Comm breaches any material representation, warranty or covenant under this Agreement and fails to cure such breach within 15 days of receiving notice of such breach by Dispatch Customer.

Notwithstanding anything to the contrary herein, E-Comm’s failure to provide Dispatch Services due to a Force Majeure Event or cancellation/cessation of any required permit, licence or approval necessary to provide Dispatch Services shall not be deemed an E-Comm Event of Default.

### 9.4 Dispatch Customer Remedies

Upon the occurrence of an E-Comm Event of Default, the Dispatch Customer will have the following rights, each exercisable at its option and all of which are in addition to any other right or remedy that it may have under this Agreement or otherwise at law or in equity:

- (a) to suspend payment of the Dispatch Levy and the invoiced amounts payable for the supply of Dispatch Services as further set out in Section 5.3 herein, until resolution of the E-Comm Event of Default to the satisfaction of the Dispatch Customer, provided that the exercise of this remedy by the Dispatch Customer will not limit or otherwise prevent the Dispatch Customer from subsequently terminating this Agreement upon giving not less than 15 days prior written notice to E-Comm;
- (b) to extend the time commitments for the performance of any of its obligations under this Agreement affected by the E-Comm Event of Default by an amount equal to the delay resulting from that default, provided that the exercise of this remedy by Dispatch Customer will not limit or otherwise prevent the Dispatch Customer from subsequently terminating this Agreement upon giving not less than 15 days prior written notice to E-Comm; or
- (c) to terminate this Agreement immediately by written notice to E-Comm.

### 9.5 Other

If this Agreement is terminated by Dispatch Customer pursuant to Section 9.4, E-Comm shall not be required to refund any Dispatch Levy or invoiced amounts previously paid by the Dispatch Customer.

## **10. DISPUTE RESOLUTION**

### **10.1 Procedure**

If there is any dispute arising out of or relating to this Agreement, then the parties will use reasonable good faith efforts to resolve such dispute, first by direct negotiation and then, if that is not successful, by non-binding mediation with a neutral third-party mediator acceptable to both parties. Each party will bear its own costs and expenses in connection with any mediation and all costs and expenses of the mediator will be shared equally by the parties. Any dispute arising out of or relating to the Agreement that is not settled by agreement between the parties or mediation within a reasonable time will be settled exclusively by binding arbitration by a single arbitrator. The location of any arbitration proceeding will be in Vancouver, British Columbia. The arbitration will be governed by the *Arbitration Act* (British Columbia). The arbitrator will be selected and the arbitration conducted in accordance with the Vancouver International Arbitration Centre Domestic Arbitration Rules.

## **11. INFORMATION AND CONFIDENTIALITY**

### **11.1 Use of Operational Information**

In the course of this Agreement, each party may have access to various types of information, including personal information, collected while completing Dispatch Services (“Operational Information”). Each party covenants to use Operational Information obtained from the Dispatch Services only in accordance with its respective statutory duties and otherwise to assist in protecting the health and safety of its officers and employees or other authorized parties.

### **11.2 Disclosure of Operational Information**

Except as required by law or by an order of a court of competent jurisdiction, neither party will disclose any Operational Information accessed through the Dispatch Platform in a manner not authorized by statute.

### **11.3 Confidential Commercial Information of Parties**

E-Comm and the Dispatch Customer each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to fulfil their respective obligations related to this Agreement. Neither party will disclose or permit disclosure of any Confidential Information of the other party to third parties. Each party will ensure that the Confidential Information of the other party is disclosed only to the extent required for fulfilling their respective obligations hereunder and only to those of its directors, officers, employees, consultants or agents who need to have the information in order to fulfil their obligations in relation to this Agreement. Subject to statute, each party will return all Confidential Information of the other party in its possession or under its control immediately upon demand.

## **12. GENERAL TERMS**

### **12.1 Further Assurances**

Each of the parties will promptly and duly execute and deliver all documents and take such action as may be necessary to effectively carry out the intent and purposes of this Agreement.

### **12.2 Non-Waiver**

The failure of either party to insist upon strict performance of any of the terms and conditions herein will not be deemed a waiver of any rights or remedies each party may be entitled to.

12.3 No Third-Party Rights

Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation by either party to any third party.

12.4 Amendments

Except for the right of E-Comm to amend the form of Schedule "D" hereto from time to time, no provision of this Agreement may be changed, modified or amended from time to time without the express written agreement of the parties.

12.5 Assignment

Neither party will have the right to assign or transfer (whether directly or indirectly, including by way of a change of control or by operation of law) all or any part of this Agreement without the prior written consent of the other party, except that E-Comm will have the right to assign this Agreement in its entirety to any affiliate or subsidiary, provided that the assignee agrees in writing with E-Comm and the Dispatch Customer to be bound by all of E-Comm's obligations under this Agreement.

12.6 Notices

Any notice permitted or required under this Agreement must be in writing. Any such notice will be deemed delivered if sent to the address, email or fax number set forth below:

if to E-Comm:

E-Comm Emergency Communications for  
British Columbia Incorporated  
3301 East Pender Street  
Vancouver, BC V5K 5J3

Attention: Vice President, Operations  
E-mail: stephen.thatcher@ecomm911.ca

if to the Dispatch Customer:

XXXXX  
YYYYYYYY  
CCCCC, BC VPPPPP

Attention: XXXXX  
E-mail: XXXXX

12.7 Independent Advice

The Dispatch Customer acknowledges and agrees that E-Comm has given the Dispatch Customer the opportunity to seek, and has recommended that the Dispatch Customer obtain, independent legal advice with respect to the subject matter of this Agreement. The Dispatch Customer hereby represents and warrants to E-Comm that it has sought independent legal advice or waives such advice.

12.8 Enurement

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

12.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original copy hereof, and all such counterparts together will constitute one and the same instrument. Either party may deliver a counterpart signature page by facsimile transmission or other means of transmitting electronic records and the parties shall be



## **SCHEDULE "A"**

### DESCRIPTION OF DISPATCH SERVICES

1. E-Comm call-takers will process incoming emergency and non-emergency calls, via 9-1-1 and non-emergency lines, or as may otherwise be mutually agreed, as per E-Comm Dispatch Standard Operating Procedures (SOPs), creating a Computer Aided Dispatch (CAD) event for dispatch.
2. A dedicated Dispatcher and/or an Info Dispatcher will manage the radio channel, notify members of CAD events for service, and support officers 24/7 using PRIME Police CAD and the E-Comm Wide Area Radio.
3. A breakout position and radio channel will be activated when a major event occurs on one of the main dispatch channels to ensure the effective use of talk groups and sustain normal operation of the dispatch channel
4. Service provided by Call Takers and Dispatchers will follow West Shore RCMP's specific response and requirements for each event type as outlined in Standard Operating Procedures.
5. E-Comm will ensure sufficient staffing as required and for days such as Halloween and New Years Eve. RCMP will identify any planned tactical events or community special events so that E-Comm can assess if additional Call Taking or Dispatch staff is required. The need for this additional staffing will be identified back to West Shore RCMP. As long as staffing can be accommodated at the E-Comm Dispatch Center no additional charges will apply. It is understood that the most efficient staffing approach will be utilized and any charges for other special requests will apply.
6. Overnight E-Comm will answer the switchboard phones, front door phone, call out on-call jail guards, ident, or traffic analysts, monitor jail, guard or front-counter panic alarms, and facilitate the overnight confirmation of agency warrants.
7. E-Comm dispatchers and call takers complete all necessary CPIC or PRIME queries on persons, locations and/or property. 24/7, the E-Comm Operator completes urgent CPIC File Maintenance and General Occurrence (GO) Initiation for the following files: Missing Persons, Stolen Vehicles, Lost or Stolen License Plates, and where it is determined there is a suspect(s). After regular business hours, weekends and statutory holidays, the E-Comm Operator monitors CPIC narrative messages and sends urgent/emergency in nature CPIC narrative.
8. E-Comm Lower Mainland in Vancouver functions as a complete, warm backup centre for 911, police call taking, and police dispatch services for West Shore RCMP covered areas.
9. Voice Records Department will provide call analysis including radio, telephone and CAD system transcripts. Voice records will have a standard turnaround time of 4 to 6 weeks for non-urgent audio requests. Urgent or non-standard requests will be billed to the Dispatch Customer directly at the current rate of \$85/hour (rate may change from time to time).

## **SCHEDULE "B"**

### **SECURITY STANDARDS**

1. Employees of E-Comm who have access to any of the Dispatch Customer's data (call taker, dispatcher, report agent, CPIC, INFO operator, team managers or voice records positions as an example) shall obtain and maintain a minimum security standard of "RCMP Reliability Status" or equivalent prior to working on the operations floor due to the sensitive nature of information they handle.
2. E-Comm will ensure that all personnel conducting business on the operations floor (this does not include casual visitors) who do not possess an "RCMP Reliability Status" security clearance will be subject to a Criminal Records check, which includes but is not limited to CPIC, CNI, PRIME, LEIP and MVB database checks.
3. All phone and radio records of the Dispatch Customer's events are the property of the Dispatch Customer and will be maintained at E-Comm on behalf of the Dispatch Customer within the secure E-Comm facility.
4. The E-Comm building has security monitoring on site 24/7. The facility is fenced, and access controlled by proximity card readers' at all internal/external doors and vehicle gates.
5. Any first stage fire alarms at E-Comm are responded to with a full first alarm assignment from Saanich Fire Department.
6. All employees working at E-Comm will be subject to the terms of the Corporate Security Policy as laid out and approved by the E-Comm Security Committee.

## **SCHEDULE "C"**

### **CHANGE REQUESTS**

#### **1.1 Request by Dispatch Customer – Procedure**

The following provisions and flowchart attached to Schedule "C" apply to any change in the scope of Dispatch Services provided under this Agreement:

- (a) If the Dispatch Customer wishes to request a change to the scope of Dispatch Services provided (whether to add a new service as part of the Dispatch Services, or otherwise), then it must deliver a Change Request to E-Comm setting out the proposed change in reasonable detail, including the Dispatch Customer's reasonable estimate of the time period required to complete the work.
- (b) The Dispatch Customer must provide E-Comm with a Change Request no less than 60 days prior to the Dispatch Customer's proposed effective date of any material or substantial change specified therein.
- (c) E-Comm will evaluate and respond to any Change Request with a detailed estimate of the work required ("Proposal for Implementation") within a reasonable period.
- (d) E-Comm's response to a Change Request will include an estimate of the additional resources for and costs of the Dispatch Services as a whole in light of the proposed change, as well as the amount of any increase to the Dispatch Levy and an estimate of any other known costs that will be incurred by the Dispatch Customer as a result of such change.
- (e) Within 7 days of the Dispatch Customer's receipt of E-Comm's response to a Change Request, the Dispatch Customer, at its option, will either give written notice to E-Comm stating that the Dispatch Customer will proceed with the change to the scope of the Dispatch Services or that it will not proceed with the change. If the Dispatch Customer fails to give such notice within such 7 day period then it will be deemed to have determined not to proceed with the change and the Change Request will expire.
- (f) Upon receiving written authorization from the Dispatch Customer, E-Comm will proceed with the requested change upon the terms set forth in the Proposal for Implementation, and this Agreement, including the Dispatch Services and the amount of the Dispatch Levy payable hereunder, will be deemed to be amended accordingly.

#### **1.2 Matters beyond scope of Dispatch Services**

If any of the following occurs:

- (a) E-Comm provides a recommendation to the Dispatch Customer for the resolution of an incident and the Dispatch Customer does not implement such recommendation;
- (b) the Dispatch Customer directs E-Comm to implement a change to any component of the Dispatch Services contrary to written advice from E-Comm to the Dispatch Customer regarding the proposed change;
- (c) a software or hardware conflict arises as a result of third party products installed or resident on any part of an internal network of the Dispatch Customer; or

- (d) E-Comm determines in good faith that the root cause of source of the incident is on an internal network of the Dispatch Customer,

and, as a result of such an event, E-Comm intends in good faith to:

- (e) classify future activity relating to such matters as beyond the scope of the contracted Dispatch Services;
- (f) except as otherwise set out in Schedule “A”, claim that hours of work in excess of certain amounts will be beyond scope of contracted Dispatch Services; or
- (g) claim that E-Comm has no further obligation with respect to such matters,

then E-Comm will provide the Dispatch Customer with written notice of such determination, and any activity so performance shall be subject to supplementary charges pursuant to Section 5.2 hereof.

### **1.3 Changes to Platform – Procedure**

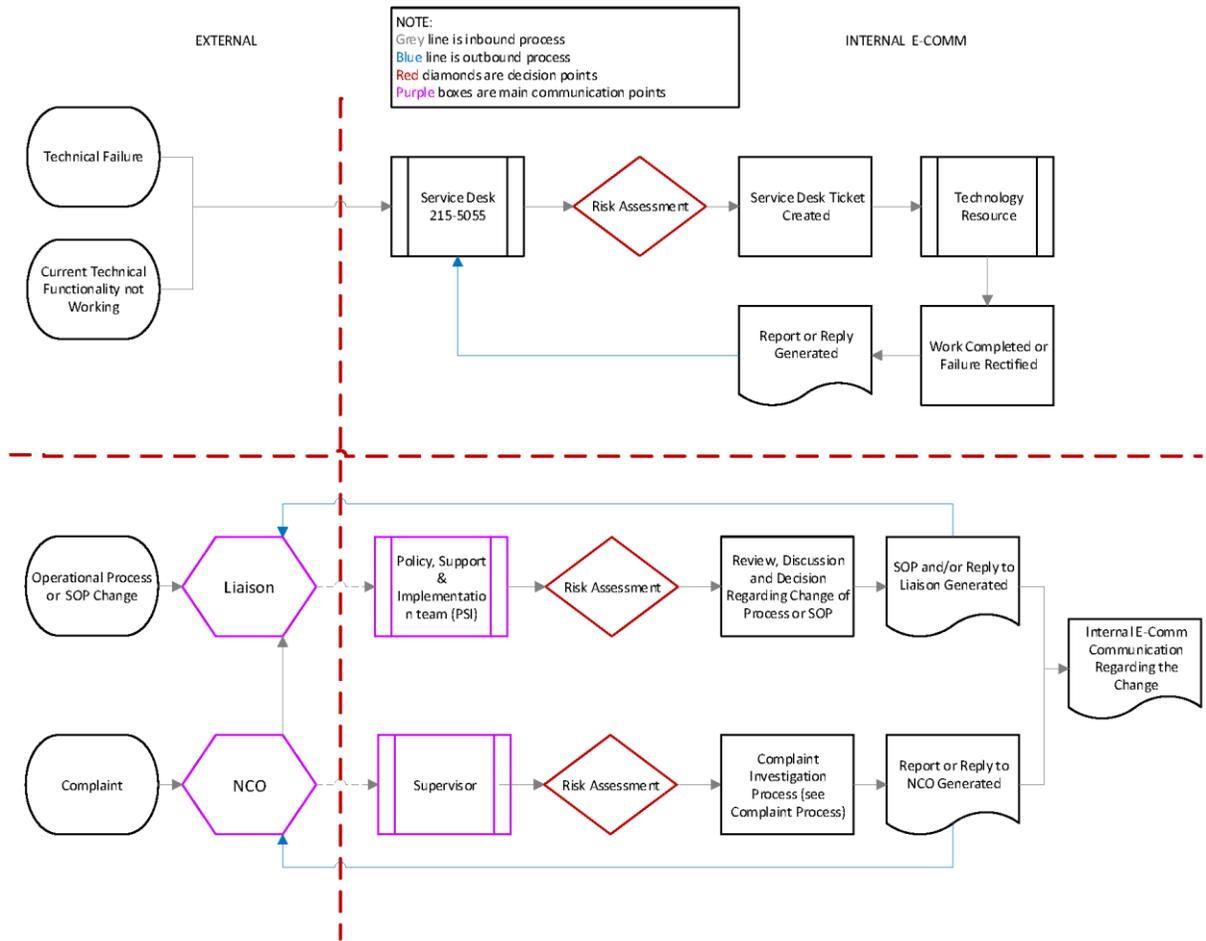
- (a) E-Comm shall be entitled to make periodic modifications to the Dispatch Platform and is not required to notify the other party unless the change results in a degradation of a service or quality or a requirement to change Standard Operating Procedures. If such a change is made, no less than 30 days’ notice of such will be provided.
- (b) In the event of any Dispatch Platform changes outside of E-Comm’s control E-Comm will make reasonable commercial efforts to mitigate the impact to our customers.
- (c) It is understood that if costs are incurred to mitigate the impact of Dispatch Platform changes made outside of E-Comm’s control E-Comm has the right to adjust the Dispatch Levy on a cost recovery basis.

### **1.4 Process for Urgent Changes**

If the Dispatch Customer requests that E-Comm implement an urgent change set out in a Change Request E-Comm may impose charges in addition to the rates set forth in Schedule “C” as compensation for the additional personnel or system resources required to implement that change by that earlier date.

### **1.5 Flowchart**

- (a) E-Comm will accept operational (SOP related) change requests, or complaints, and process them as detailed in the flowchart below.



(b) PRIME CAD and RMS and RCMP CPIC and IT related technical and process concerns must go to the RCMP Central Help Desk.

(c) Changes to the scope of services provided by E-Comm to the Dispatch Customer (as outlined in this document) may be made upon mutual agreement.

**SCHEDULE "D"**  
**DISPATCH LEVY**

The Dispatch Levy will be within the following range:

<b>Apr - Dec 2025</b>		
	<b>Low Range</b>	<b>High Range</b>
<b>Langford</b>	\$ 1,296,527	\$ 1,474,352

The actual Dispatch Levy is subject to approval by the board of directors of E-Comm and will be communicated to the Dispatch Customer by E-Comm by written notice in or about January 2025.