

# **9-1-1 Emergency Response Network**

## **Primary Public Safety Answering Position**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in triplicate between:

### **The Corporation of the County of Grey**

a municipality within the meaning of the *Municipal Act, 2001* (hereinafter referred to as “the County”),

-And-

### **Owen Sound Police Services Board**

a municipal police services board governed by the *Municipal Act, 2001* and the *Police Services Act*

(hereinafter referred to as the “Board”),

(collectively, referred to herein as “the Parties”);

WHEREAS Under the 9-1-1 Public Emergency Reporting Service (“9-1-1 PERS” as defined in section 1.1 below) Agreement between the County and Bell Canada, the County has certain obligations, one of which is to provide and operate a Primary Public Safety Answering Position (a “PPSAP” as defined in section 1.1 below) for its 9-1-1 serving area;

AND WHEREAS the Board currently provides the PPSAP service for the County under an agreement, and has done so since the inception of 9-1-1 PERS in the County of Grey;

AND WHEREAS the County and the Board are desirous of entering into an Agreement for the purpose of allowing the Board to continue operating the PPSAP for the County’s 9-1-1 PERS;

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

## **1.0 Definitions**

In this Agreement:

**1.1** “Agreement” means this agreement and its appendices;

- 1.2** “ALI” means automatic location identification, being a database feature that displays, to the PPSAP and Remote Agencies, address and/or location data with respect to a telephone line from which a 9-1-1 call originates;
- 1.3** “ANI” means automatic number identification, being a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call;
- 1.4** “CERB” means the Central Emergency Reporting Bureau, a term formerly used to refer to a communication centre which is the first point of reception for 9-1-1 calls. Recently PPSAP has replaced the is acronym CERB;
- 1.5** “Committee” means the Grey County 9-1-1 Advisory Committee appointed by the County to advise the County on the operation of the 9-1-1 PERS and the PPSAP and on matters set out in this Agreement. The County shall appoint a County staff member to serve as chair of this Committee;
- 1.6** “ESZ” means the Emergency Service Zone, which is the geographic area served by a fire, police or ambulance service;
- 1.7** “Operations Manual” means the Owen Sound Police Services 9-1-1 Operations Manual for Central Reporting Bureau and Downstream Agencies which sets out the current procedures of the operation of the PPSAP as amended by the Board from time to time;
- 1.8** “PPSAP” means the Primary Public Safety Answering Position, the initial answering location for 9-1-1 calls in a selectively routed 9-1-1 system;
- 1.9** “Remote Agency” means the communication centre to which emergency calls are transferred from the PPSAP, and within the ESZ responsible for dispatching the required emergency personnel;
- 1.10** “Secondary PSAP” means the Secondary Public Safety Answering Position, a location to which 9-1-1 calls are transferred from the PPSAP;
- 1.11** “Standing Committee” means a permanent committee of County Council which has broad delegation of County Council’s powers and duties under the *Municipal Act, 2001*;
- 1.12** “9-1-1 PERS” means the 9-1-1 Public Emergency Reporting Service in Ontario, being the telecommunications service provided by Bell Canada pursuant to Bell Canada General Tariff item 1400 to customers within a 9-1-1 Servicing Area for the delivery of 9-1-1 calls to a PPSAP and Remote Agencies: and

- 1.13** “9-1-1 Serving Area” means the geographic area, as determined by the County, from which 9-1-1 calls will be directed to the PPSAP as set out on Appendix “A”.

## 2.0 Term and Termination

- 2.1** This Agreement shall be effective as of the date of execution and run for a period of five (5) years to the fifth anniversary date (the “Term”).
- 2.2** The Term shall be automatically renewed for successive periods of two (2) years each, unless one of the Parties gives written notice of its wish to negotiate a new agreement to the other, at least ninety (90) days prior to the end of the Term or any renewal period thereof.
- 2.3** If either of the Parties wishes to terminate this Agreement and not negotiate a replacement Agreement, it may do so by giving not less than one (1) full year’s advance written notice and specifying a termination date that is the end of a calendar year.
- 2.4** If notice as provided for in 2.2 is given by either the County or the Board, the parties agree to negotiate the terms of such Agreement in good faith.
- 2.5** In the event the Parties are negotiating a new agreement and such negotiations extend beyond a termination date, the terms of this Agreement shall continue to bind the Parties until such new agreement is reached, and this Agreement is replaced or amended, or until one of the Parties terminates the negotiations.

## 3.0 Responsibilities of the Board

The Board shall:

- 3.1** provide the required equipment and personnel and shall manage and operate a PPSAP in accordance with the Operations Manual;
- 3.2** provide terminal equipment which permits the utilization of “ALI”, “ANI”, “Selective Routing and Transfer”, and “Call Control” features in its operation of the PPSAP. These features are listed in article 2 of General Tariff Item 1415 and are more particularly described in the Operations Manual;
- 3.3** operate the PPSAP twenty-four (24) hours a day, seven (7) days a week on a year-round basis;
- 3.4** provide the same services for the hearing and voice impaired Persons;
- 3.5** use its best efforts to provide, whenever reasonably possible, and in response to a particular 9-1-1 call, the services of a third party for the purpose of

providing a multi-language interpretation service. However, the Board does not warrant or represent that this multi-language service will always be available or capable of interpreting any particular language and the Board in no way accepts any liability for the acts or omissions of such a third party;

- 3.6** staff the PPSAP at a level appropriate to efficiently handle call lines in a manner suitable for emergency situations;
- 3.7** appoint a staff member to be the PPSAP Supervisor of Support Services to address problems and questions which may arise regarding the operation of the PPSAP. The PPSAP Supervisor of Support Services shall also participate as a member of the Committee;
- 3.8** answer all 9-1-1 calls directed to the PPSAP through the 9-1-1 PERS, from customers in the 9-1-1 Serving Area as specified by the County in Appendix "A" (as amended from time to time), which forms part of this Agreement;
- 3.9** route and transfer all 9-1-1 calls, and associated "ANI", "ALI" information, to a designated Remote Agency within the proper ESZ, as deemed appropriate by PPSAP personnel. The PPSAP shall use its best efforts, as provided for in Article 4.1 to route and transfer all 9-1-1 calls, and associated ANI/ALI information, to an alternate Remote Agency when the primary Remote Agency (Remote Agency of first calling) does not respond to the PPSAP;
- 3.10** maintain control of each 9-1-1 call until such call can be transferred to the appropriate Remote Agency;
- 3.11** log and record all 9-1-1 calls and retain such logs and recordings for a minimum period of six (6) months for routine calls and for an indefinite period of time, upon request from a Remote Agency, or the County;
- 3.12** provide a Secondary PPSAP to which 9-1-1 calls will be directed in the event that the primary PPSAP is unable to accept the calls for any reason;
- 3.13** provide notice as soon as possible to the County of any and all incidents which may or do adversely affect the operation of the PPSAP and therefore the integrity of the 9-1-1 Emergency Response Network;
- 3.14** ensure that all problems or questions identified by a Remote Agency regarding the operation of the PPSAP are directed to the PPSAP Supervisor of Support Services. The PPSAP Supervisor of Support Services and the manager/designate of the Remote Agency shall attempt to resolve the problem or question;
- 3.15** ensure that all problems or questions identified by the PPSAP regarding the operation of a Remote Agency shall first be directed to the manager/designate of the Remote Agency. The PPSAP Supervisor of Support Services and the

manager/designate of the Remote Agency shall attempt to resolve the problem or question;

- 3.16** report unresolved problems and/or questions arising under sections 3.14 and/or 3.15 in writing to the County within 24 hours of the PPSAP Supervisor of Support Services determining that such problems and/or questions cannot be resolved;
- 3.17** provide a written summary report on a quarterly basis to the County of all such problems or questions arising under sections 3.14 and/or 3.15, and the resolution to each such problem or question; and
- 3.18** provide any and all other information as required or requested by the Committee or the County which may have relevance to this Agreement.

## 4.0 Responsibilities of the County

The County shall

- 4.1** designate the Remote Agencies within the 9-1-1 Serving Area;
- 4.2** provide and validate, in written form, to Bell Canada, all geographical information including Street names, addresses and borders of each and every ESZ within the 9-1-1 Serving Area;
- 4.3** inform Bell Canada of all changes that may occur in any such geographical information during the Term;
- 4.4** co-ordinate the participation of all Remote Agencies in the 9-1-1 Serving Area with respect to 9-1-1 PERS. Such co-ordination shall include:
  - a) ensuring the involvement of the Remote Agencies;
  - b) determining the 9-1-1 Serving Area and ESZ's served by the PPSAP and Remote Agencies. The boundaries of the 9-1-1 Serving Area are documented and attached hereto as Appendix "A" (as amended from time to time);
  - c) notwithstanding anything otherwise stated herein, the County shall only provide the ESZ's as of the initial cut-over date. Subsequent changes to the ESZ's will be determined through other means, independent from the County.
- 4.5** Upon receiving a report from the PPSAP Supervisor of Support Services of an unresolved problem(s) and/or question(s) in accordance with section 3.16, work with all appropriate entities to resolve the issue in a timely fashion. Ensure that all entities involved are informed of the eventual resolution;

- 4.6 provide staff reports as necessary, to the Standing Committee regarding any issues for its consideration which relate to this Agreement and 9-1-1 PERS in the County of Grey;
- 4.7 cause the Standing Committee to undertake an evaluation of the complete 9-1-1 service, which includes 9-1-1 PERS, the PPSAP and Remote Agencies, on an annual basis and submit a report to the County Council. The method and content of the evaluation shall be determined by the Standing Committee.

## 5.0 Financial Arrangements

### 5.1 The Parties hereby agree that:

- a) payment shall be based on an annual fee to be calculated at a rate of fifty six cents (\$0.56) per person per year, based on population figures for permanent residents within the 9-1-1 Serving Area;
- b) in consideration of this Agreement running for a term of five (5) years, the the annual fee of fifty six cents (\$0.56) per person shall be subject to renegotiation for the fourth and fifth year of this Agreement;
- c) the permanent population of the 9-1-1 Serving Area, as defined under Appendix "A", for the purpose of this Agreement will be determined by the latest Statistics Canada Census figures available on an annual basis for each year of this Agreement;
- d) the payment will be made by the County to the Board in a single payment on an annual basis upon receipt of invoice by the County from the Board.

### 5.2 Expansion of Service

- a) During the Term of this Agreement, the potential exists for the 9-1-1 Serving Area to be modified by the County. Such modifications shall constitute a proposed amendment to this Agreement, and shall be made in accordance with section 17.
- b) Payment for any additional populations included into the 9-1-1 Serving Area shall be prorated to the end of the current contract year in which the service is expanded, and included in the total population figure for the remaining years in the Term and any subsequent renewal periods thereof. The increased payment will be based on the expanded population and shall be made in accordance with section 5.1 of this Agreement.

## 6.0 Indemnification

- 6.1** Except as specified in section 6.3, the County agrees to defend, indemnify and save and hold harmless the Board from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the duties of the County under this Agreement.
- 6.2** Except as specified in section 6.3, the Board agrees to defend, indemnify and save and hold harmless the County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual breach or breach alleged by any third party, default or neglect of duty in respect of the duties of the Board and/or the City under this Agreement.
- 6.3** Each party to this Agreement shall be responsible for any physical injuries, death, or damage to property arising as a result of its own negligence, and shall indemnify and save harmless the other(s) from any and all actions, causes of action, suits, debts, claims, expenses and demands of any nature or kind whatsoever relating to said negligence and arising out of the performance of this Agreement.

## **7.0 Insurance**

- 7.1** Each party to this Agreement shall, at its own expense, obtain and keep in force during the Term, liability insurance satisfactory to the other Parties, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
- a) Municipal or Commercial General Liability insurance on an occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000);
  - b) inclusion of the other Party(ies) to this Agreement as an Additional Insured with respect to the operations of the named insured under this Agreement;
  - c) Cross liability and severability of Interest clauses;
  - d) Policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
  - e) Products and Completed Operations coverage with an aggregate limit of not less than Fifteen Million Dollars (\$15,000,000);
  - f) A thirty (30) day written notice of cancellation, termination or material change to the other Party(ies).
- 7.2** Each party shall provide the other Party(ies) with proof of insurance in the form of an insurance certificate, each year throughout the Term.

**7.3** The Parties agree to immediately notify the others of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the activities and services provided under this Agreement.

## **8.0 Health and Safety, WSIB**

**8.1** The Board confirms that it has Health and Safety policies and procedures in place with respect to the performance of the specific services which it is responsible to perform under this Agreement, and agrees to provide those policies and procedures to the County upon request.

**8.2** The Board is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. The Board shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

**8.3** The Board shall comply with the *Occupational Health and Safety Act* (Ontario), the *Workplace Safety and Insurance Act* (Ontario), the *Human Rights Act* (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment and the Board hereby agrees to indemnify and hold the County, its elected officials, officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the Board's failure to comply with such laws, regulations, policies and obligations.

## **9.0 Privacy and Confidentiality**

**9.1** ALI/ANI information is provided to the Board on a confidential basis and shall be used by the Board for the sole purpose of responding to 9-1-1 calls.

**9.2** The County and the Board agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.

**9.3** The Board shall treat as confidential and will not, without the prior permission of the County, publish, release, disclose or permit to be published, released or disclosed, either before or after the expiration of this Agreement, private or confidential information supplied to, obtained by, or which comes to the knowledge of the Board as a result of this Agreement except insofar as publication, release or disclosure is necessary, in the reasonable opinion of the



Board to enable the Board to fulfil its obligations under the Agreement, or as required or permitted by law.

- 9.4** The Parties acknowledge that any personal information that is provided for the purpose of creating records is given to the Board in confidence and is protected by applicable privacy legislation. The Parties undertake that personal information in records delivered to it by the Parties will be used for the limited purposes intended and allowable. The Parties further acknowledges that any personal information obtained from the Parties for such purposes will be protected under the terms of applicable privacy legislation.

## 10.0 Notice

- 10.1** Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address(es) as may be designated by notice provided by any party to the other.

### For the County:

County Clerk  
County of Grey Administration Building  
595 9<sup>th</sup> Ave E  
Owen Sound, ON N4K 3E3  
Fax Number: 519-376-8998  
Email: [countyclerk@grey.ca](mailto:countyclerk@grey.ca)

### For Owen Sound Police Services Board:

Chair, Owen Sound Police Services Board  
922 2nd Avenue West  
Owen Sound, ON N4K 4M7  
[kkrampien@owensoundpolice.com](mailto:kkrampien@owensoundpolice.com)

- a) Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:
- i) delivered personally on a business day, then on the day of delivery;
  - ii) sent by prepaid registered post, then on the second day following the registration thereof;
  - iii) sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
  - iv) sent by facsimile or email, upon confirmation of successful transmission of the notice.

## 11.0 Force Majeure

- 11.1** Neither of the Parties shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond their reasonable control.
- 11.2** The Parties agree that in the event of a disaster or Force Majeure the Parties will co-operate and the Board will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

## 12.0 Waiver

- 12.1** The failure of any party to this Agreement to require the performance of any obligation hereunder or the waiver of any obligation in a specific instance shall not be interpreted as a general waiver of any of the obligations hereunder, all of which shall continue to remain in full force and effect.

## 13.0 Governing Law

- 13.1** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

## 14.0 Severability

- 14.1** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

## 15.0 Entire Agreement

- 15.1** This Agreement constitutes the entire agreement between the parties with respect to the operation of the PPSAP and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the operation of the PPSAP except as provided in this Agreement and the attached Appendix "A".

## 16.0 Amendment of Agreement

**16.1** None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either party, their respective agents, servants or employees unless done in writing and signed by both Parties.

## 17.0 Successors and Assigns

**17.1** This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

**17.2** None of the Parties may assign all or any part of this Agreement without the written approval of the other Parties.

## 18.0 No Partnership

**18.1** Nothing in this Agreement gives rise to a partnership or joint venture between the County and the Board or to an employment relationship between the County and the employees of the Board in the provision of service under this Agreement.

## 19.0 Adherence to Laws

The Board agrees to abide by all applicable federal and provincial laws in carrying out the terms of this Agreement.

## 20.0 Dispute Resolution

**20.1** If a conflict between the Parties arises regarding the interpretation of any part of this Agreement, each party will make every effort to negotiate a resolution to the dispute, in good faith.

**20.2** The Parties agree that in the event that they are not able to reach a resolution of all the matters in dispute, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the *Ontario Arbitrations Act*.

**20.3** The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the Parties.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

**The Corporation of the County of Grey**

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Kevin Eccles, WARDEN

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Sharon Vokes, CLERK

We have the authority to bind the Corporation of the County of Grey.

## Owen Sound Police Services Board

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\_\_\_\_\_, CHAIR

I have the authority to bind the Owen Sound Police Services Board.

**Appendix "A"**

The 9-1-1 Serving Area for this Agreement consists of the entire geographical County of Grey.