

9-1-1 Service Agreement

between

The County of Huron

and

The Corporation of the Municipality of

South Huron

9-1-1 Service Agreement

This Agreement made shall be effective as of the day of , 2022.

Between:

The Corporation Of The County Of Huron
(the "County")

and

The Corporation Of The Municipality Of South Huron
(the "Municipality")

(each, a "Party" and, collectively, the "Parties")

RECITALS

WHEREAS the County has entered into a Next Generation 9-1-1 Authority Service Agreement with Bell Canada as per Bell Canada National Services Tariff Item 601 as approved and amended from time to time by the Canadian Radio-Television and Telecommunications Commission or its successors;

AND WHEREAS the Bell Next Generation 9-1-1 Authority Service Agreement requires the County to implement and ensure the operation of a twenty-four (24) hours a day, seven (7) days per week Primary Public Safety Answering Point (P.P.S.A.P.) for the 9-1-1 Serving Area in a manner that meets quality standards generally accepted in North America for such services;

AND WHEREAS the County has obligations under the Bell Next Generation 9-1-1 Authority Service Agreement to ensure that correct and timely information is provided to a P.P.S.A.P. in order to correctly direct a 9-1-1 call to the appropriate Secondary Public Safety Answering Point (S.P.S.A.P.) as arranged by the Municipality;

AND WHEREAS the Parties have a joint interest in the proper operation of the County NG9-1-1 System;

NOW THEREFORE the Parties, in consideration of the mutual promises contained herein, agree as follows:

1. Definitions

1.1 For the purposes of this Agreement, capitalized terms have the meanings ascribed below:

- (a) **Bell PERS:** The Public Emergency Reporting Service - Ontario, which is a telecommunications service provided by Bell Canada pursuant to Bell Canada National Services Tariff Item 601 to municipalities for the delivery of 9-1-1 calls to the P.P.S.A.P. and S.P.S.A.P. and pursuant to the agreement between Bell Canada and the County.
- (b) **NG9-1-1:** means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (a) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response. NG9-1-1 and 9-1-1 are used interchangeably throughout this Agreement.
- (c) **Huron County 9-1-1 Coordinator:** A designated employee of the County with responsibilities relative to the County 9-1-1 System including management oversight of this Agreement.
- (d) **County 9-1-1 System:** An emergency response system that provides the public within Huron County with access via one easy 3-digit (9-1-1) telephone number to a P.P.S.A.P. with the capability of quickly transferring and conferencing calls to the appropriate S.P.S.A.P. The 9-1-1 System provides a Next Generation 9-1-1

service to the public within Huron County. Next Generation 9-1-1 makes it possible to display the 9-1-1 caller's location information and phone number and will allow the call taker to subsequently transfer the call to a S.P.S.A.P.

- (e) **Effective Date:** The date on which this Agreement is executed by the Parties or such other date as agreed to in writing by the Parties.
- (f) **Emergency Service Zone (E.S.Z.):** The geographic area served by designated police or ambulance services.
- (g) **Fire Polygon:** The geographic area served by a designated fire department(s).
- (h) **M.F.I.P.P.A.:** The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c M. 56 and regulations, as amended, or any successor provincial legislation that governs access to public information and the protection of personal information and privacy.
- (i) **9-1-1 Serving Area:** The geographic area as determined by the County from which all 9-1-1 calls will be directed to a P.P.S.A.P.
- (j) **Primary Public Safety Answering Point (P.P.S.A.P.):** A 24 hour per day, 7 days per week, communication center that is the first point of reception of 9-1-1 calls, that in turn, transfers the 9-1-1 calls to the appropriate S.P.S.A.P. based on the need for fire, police or ambulance services.
- (k) **Secondary Public Safety Answering Point (S.P.S.A.P.):** The communication center to which 9-1-1 emergency calls are transferred from the P.P.S.A.P.; and which will be the police, fire or ambulance agency; within each E.S.Z. (police and ambulance) and/or Fire Polygon (fire).

2. Object

- 2.1 Municipalities are required to ensure that access to 9-1-1 service is available to their communities and as such the County is responsible for the provision of the 9-1-1 service for all municipalities in the County.

- 2.2 9-1-1 service in the County of Huron is funded by the County and provided via a contract with a third party acting as the Primary Public Safety Answering Point. The P.P.S.A.P. is the first point of contact for people calling 9-1-1. The first question that is asked to people calling 9-1-1 is if their emergency is for police, fire or ambulance. Based on the initial information provided, the caller is then transferred to a Secondary Public Safety Answering Point as the most appropriate agency required for the response
- 2.3 In order for the County 9-1-1 System to operate it requires the County and the Municipality to work together.

3. Consideration

- 3.1 The Parties agree that this Agreement is for their mutual advantage and is designed to meet the requirements of the served population within the 9-1-1 Serving Area.
- 3.2 No monetary consideration is payable under this Agreement.

4. Management Of County 9-1-1 System

- 4.1 The County may alter the manner in which the County 9-1-1 System is delivered including but not limited to the termination of a third party service, alteration of contract terms with a third party service etc. at its sole discretion. The County 9-1-1 System shall be delivered as a County function with the ultimate responsibility resting with the Council of the Corporation of the County of Huron.
- 4.2 The County may consult with the Municipality regarding changes to the County 9-1-1 System.

5. Huron County Obligations

- 5.1 The County agrees to:
- (a) Provide and operate a P.P.S.A.P. for the 9-1-1 Service Area on a twenty-four (24) hours a day, seven (7) days per week basis. The County may contract with a

third party service provider for the management and operation of the P.P.S.A.P. but in such event the County shall remain responsible for all aspects of the P.P.S.A.P. and shall not be relieved of its obligations under this Agreement.

- (b) Ensure that there is a designated back-up to the P.P.S.A.P. to which 9-1-1 calls will be directed in the event the primary P.P.S.A.P. is unable to accept the calls for any reason.
- (c) Co-ordinate participation of all S.P.S.A.P. as identified by the Municipality in the 9-1-1 Serving Area including:
 - i. determining the ESZ's and Fire Polygons served by the P.P.S.A.P. and S.P.S.A.P.;
 - ii. providing and validating to Bell Canada all geographical data, including street names, addresses, and borders of the 9-1-1 Serving Area and E.S.Z.'s;
 - iii. informing Bell Canada of all changes in the geographical data that may occur.

6. South Huron Municipal Obligations

6.1 The Municipality agrees to:

- (a) Provide and operate a S.P.S.A.P. for the E.S.Z.'s and Fire Polygon's applicable to the Municipality on a twenty-four (24) hours a day, seven (7) days per week basis. The Municipality may contract with a third party service provider for the management and operation of the S.P.S.A.P. but in such event the Municipality shall remain responsible for all aspects of the S.P.S.A.P. and shall not be relieved of its obligations under this Agreement.
- (b) Ensure that there is a designated back-up to the S.P.S.A.P. to which 9-1-1 calls will be directed in the event the primary S.P.S.A.P. is unable to accept the calls for any reason.
- (c) Ensure that identified/contracted S.P.S.A.P. is conformant to the NENA i3 standard (NENA-STA-010), which is capable of receiving IP-based signaling and media for delivery of emergency calls.

- (d) Inform the County of changes in its identified/contracted S.P.S.A.P. in a timely manner.
- (e) Ensure that the Municipality S.P.S.A.P.(s) coordinate/co-operate, wherever required, with the P.P.S.A.P. as identified by the County.
- (f) Implement 9-1-1 addressing in conformity with the County of Huron Emergency Services 911 Policies and Procedures (as amended from time to time by the County) and provide such information to the County in a format acceptable to the County and in a timely manner.
- (g) Ensure that the Municipality communicates any municipal annexations/amalgamations to the County 9-1-1 Coordinator.
- (h) Send all necessary information about street name changes and new street names, change of civic addressing and extension of street addressing, new construction and new subdivisions to the Huron County 9-1-1 Coordinator.

7. Complaints

- 7.1 Should a Municipality feel there is a problem or complaint with the County 9-1-1 System, a P.P.S.A.P. or the operation of a P.P.S.A.P., the problem shall be referred to the Huron County 9-1-1 Coordinator in writing.
- 7.2 The Huron County 9-1-1 Coordinator shall provide a response to the problem or complaint, in writing, within thirty (30) days.
- 7.3 If a Municipality reporting the problem or complaint is not satisfied with the response given by the Huron County 9-1-1 Coordinator, the problem or complaint may be referred to the County of Huron Clerk in writing.
- 7.4 The decision of the County of Huron will be final.

8. Access To Recorded P.P.S.A.P. Calls

- 8.1 9-1-1 calls are recorded at the Primary Public Safety Answering Point from the time the call is answered until the P.P.S.A.P. releases the call to a S.P.S.A.P.
- 8.2 The Chief Administrative Officer or delegated senior staff member of a Municipality or legal counsel of a Municipality and/or a delegated staff member of a S.P.S.A.P. designated by the Municipality may listen to a recording(s) at a time and place as arranged by the P.P.S.A.P.
- 8.3 The County shall ensure that recordings of 9-1-1 calls received at a P.P.S.A.P. will be held for a minimum period of six (6) months, and for an indefinite period of time upon request from a Municipality for evidence or legal purposes.

9. Force Majeure

- 9.1 Neither the County nor the Municipality shall be held responsible for any damages or delays as a result of any event that is beyond the County's or Municipality's reasonable control.
- 9.2 The County and Municipality agree that in the event of force majeure all involved Parties will co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

10. Indemnification & Limit Of Liability

- 10.1 Subject to force majeure, each Party shall, from time to time and at all times hereafter, save, defend, keep harmless and fully indemnify the other Party, its successors and assigns, from and against all actions, claims and demands whatsoever that may be brought against or made upon the other Party, and against all loss, liability, judgments, claims, costs, demands or expenses that the other Party may sustain, suffer or be put to, resulting from or arising out of the first Party's negligence or failure to exercise reasonable care, skill or diligence in the performance, non-performance or rendering of any work or service required to be performed or rendered by it, its agents, officials, employees or contract agencies or any of them in accordance with the provisions of this Agreement.

- 10.2 Notwithstanding any other provision in this Agreement, the County shall not be

responsible or liable for any injury, death or property damage to the Municipality, its employees, subcontractors or agents, or for any claim by any third party against the Municipality, its employees, subcontractors or agents arising from:

- (a) The accuracy or completeness, or lack thereof, of any information the County receives from the Municipality which the County relies on in providing services under this Agreement;
- (b) Equipment or services provided by any third party service provider, including the failure of any other third party service provider to provide equipment or services, which the County relies on to provide services under this Agreement.

11. Insurance

11.1 General Liability Insurance

General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$ 5 million. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the Mutual Aid Ambulance Services as per the signed agreement. The policy shall further be endorsed to include:

- (a) cross-liability,
- (b) contractual liability,
- (c) personal injury, and
- (d) Non-owned Automobile Coverage with a limit of not less than \$ 5 million and shall include contractual non-owned coverage.

12. Media Contact

12.1 General Inquiries from the media about the Huron County 9-1-1 System will be handled by the County.

12.2 Inquiries regarding a specific emergency service S.P.S.A.P. will be directed to the Municipality.

13. Term Of Agreement

13.1 This Agreement shall run for an indeterminate period.

13.2 The Parties further agree that this Agreement shall be considered null and void if the benefits to either Party are nullified by changes in directives or regulations issued by the C.R.T.C.; legislation or regulation enacted by the Province of Ontario; withdrawal by Bell Canada of the Next Generation 9-1-1 Authority Service Agreement.; or the termination or expiration of the Bell Next Generation 911 Authority Service Agreement between Bell Canada and the County.

14. Amendments

14.1 This Agreement may be amended upon consent of the Parties as evidenced in writing refusal of such shall not be unreasonably denied.

15. Notice

15.1 Any notice required to be given or served on either Party under this Agreement must be in writing and delivered personally, electronically, by facsimile transmission or by prepaid registered mail, addressed to the County or the Municipality respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, electronic delivery and facsimile transmission or, in the case of a registered letter, on the third business day following the date of mailing.

To the County at:

County of Huron
1 Court House Square
Goderich, ON N7A 1M2
Attention: County Clerk
Phone: (519) 524-8394
Fax:
Email:

To the Municipality at:

The Municipality of South Huron

322 Main St S,

Exeter, ON N0M 1S6

Attention: Jeremy Becker, General Manager of Community & Emergency Services

Phone: (519) 235-1981

Email: firechief@southhuron.ca

or to such other addresses as either Party may from time to time designate by written notice to the other Party.

16. Entirety

16.1 This Agreement and the Annexes attached form the entirety of the understanding between the Parties and supersede any other understanding or agreement, collateral, oral or otherwise, regarding the provision of 9-1-1 services, existing between the Parties at the date of execution of this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

17. Confidentiality

17.1 The County shall maintain the confidentiality of and shall not, except as required in order to carry out services, at any time during or following the term of this Agreement, use, disclose, release or permit the disclosure or release of any information disclosed by the Municipality or any information communicated to or acquired by the County during the course of providing services without obtaining the prior written consent of the Municipality.

17.2 The Municipality shall maintain the confidentiality of and shall not, except as required in order to carry out services, at any time during or following the term of

this Agreement, use, disclose, release or permit the disclosure or release of any information disclosed by the County or any information communicated to or acquired by the Municipality during the course of providing services without obtaining the prior written consent of the County.

17.3 The Parties agree that any information collected or exchanged between the Parties, pursuant to the terms of this Agreement, is subject to the provisions of M.F.I.P.A., as amended.

18. Compliance

18.1 Both Parties shall comply with all legislation, regulations, bylaws, rules, orders, and other requirements enacted or imposed by federal, provincial, municipal or other government bodies, agencies, tribunals, or other authorities which may be applicable to this Agreement.

19. Governing Law

19.1 This Agreement is governed by the laws of Ontario and the applicable laws of Canada.

20. Nature Of Relationship

20.1 Nothing in this Agreement will be construed so as to imply a partnership between the Parties.

21. Further Assurances

21. The Parties agree that they will at their own expense from time to time, and at all times, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interests and remedies intended to be created by this Agreement.

22. Survival

22.1 Section 10.0 shall survive any termination, expiration, nullification etc. of this Agreement.

23. Annexes

23.1 The following Annex/Annexes shall be incorporated in and form part of this Agreement:

- (a) Annex A – Municipal E.S.Z.’s and Fire Polygons served by the P.P.S.A.P. and S.P.S.A.P.
- (b) Annex B - Municipal S.P.S.A.P. Providers

24. Counterparts

24.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together constitute an original understanding and will be effective when one or more counterparts have been signed by each of the Parties.

25. Execution

25.1 This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

In Witness Whereof, the Parties hereto have executed this Agreement under the hands of their authorized signing officers in that behalf on the date indicated.

This Agreement is effective on the date stated in the introductory clause.

In Witness Whereof each of the Municipality of South Huron and the Corporation of the County of Huron have caused this Agreement to be signed and delivered by its duly authorized representative:

For the Municipality of South Huron:

For the County:

Name: Rebekah Msuya-Collison
Position: Clerk

Name: Susan Cronin
Position: County Clerk

Name: George Finch
Position: Mayor

Name: Glen McNeil
Position: Warden

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Annex A - Municipal E.S.Z.'s and Fire Polygons served by the P.P.S.A.P. and S.P.S.A.P.

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Annex B - Municipal S.P.S.A.P. Providers

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