



**AGREEMENT FOR  
THE PROVISION OF  
9-1-1 PRIMARY PSAP SERVICES**

# **AGREEMENT FOR THE PROVISION OF 9-1-1 PRIMARY PSAP SERVICES**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO  
as represented by the  
MINISTRY OF THE SOLICITOR GENERAL  
on behalf of the  
ONTARIO PROVINCIAL POLICE  
("O.P.P.")**

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE COUNTY OF ESSEX  
(the "Municipality")**

**OF THE SECOND PART**

## **RECITALS:**

- (a) WHEREAS** Bell Canada has entered into an agreement with the Municipality to provide the Municipality with a 9-1-1 Public Emergency Reporting Service - Ontario;
- (b) AND WHEREAS** it is the obligation of the Municipality under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point (PSAP) serves the Municipality;
- (c) AND WHEREAS** the Municipality is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point (PSAP);
- (d) AND WHEREAS** the Municipality wishes to contract with the O.P.P. for the management and operation of the Primary Public Safety Answering Point (PSAP);
- (e) AND WHEREAS** the Municipality confirms its adherence to this Agreement by executing it, as provided for herein, and providing the O.P.P. with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

**NOW THEREFORE**, in consideration of the promises and covenants herein, the Parties agree as follows:

- 1.0 The Parties warrant that the recitals are true.

## **2.0 DEFINITIONS AND INTERPRETATION**

### **2.1 In this Agreement:**

- "9-1-1 call" means a phone call received at the Primary PSAP, which requires an emergency response, typically the transfer of the call to a Secondary PSAP.
- "9-1-1 PERS" means the Public Emergency Reporting Service - Ontario, which is a telecommunications service provided by Bell Canada pursuant to Bell Canada General Tariff Item 1400 to Municipalities for the delivery of 9-1-1 calls to the Primary and Secondary PSAP and pursuant to the agreement between Bell Canada and the Municipality.
- "Agreement" means this agreement and Schedule "A", which is attached to, and forms part of this Agreement.
- "ALI" means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a telephone line from which the 9-1-1 Call originates.
- "ANI" means an Automatic Number Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, the telephone number of the primary exchange service that originates the 9-1-1 call.
- "Call Control" means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of the line upon which the 9-1-1 call was made regardless of calling party action.
- "Director" means the Director of Provincial Communications Operations, Communications and Technology Services Bureau.
- "ESZ" means an Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the Municipality.
- "Mayor" or "Reeve" means Mayor or Reeve for the Municipality.
- "Party" means the O.P.P. or the Municipality, and "Parties" shall mean both of them.
- "Primary PSAP" means the Primary Public Safety Answering Point serving the Municipality, and located at the O.P.P. Provincial Communications Centre (PCC), which is the first point of reception by the O.P.P. of 9-1-1 calls.
- "Secondary PSAP" means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.
- "Selective Routing and Transfer" means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ANI of the telephone line from which the 9-1-1 call originates.

- 2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement, or affect the meaning or interpretation of this Agreement in any way.
- 2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the Municipality for the provision of services as described hereunder or the proposal that the O.P.P. submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.
- 2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties.

### **3.0 NOTICES**

- 3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing and delivered personally, sent by facsimile transmissions ("FAX") or by registered mail to the following addresses:

**To the Municipality**

The Warden  
The Corporation of the County of Essex  
360 Fairview Ave. W. Suite 2020  
Essex ON N8M 1Y6  
FAX: (519) 776-4455

**To the O.P.P.**

Attention: Director - Provincial Communications Operations  
Communications and Technology Services Bureau  
OPP General Headquarters  
777 Memorial Avenue  
Orillia ON L3V 7V3

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered personally, at the time of transmission if sent by FAX, or five (5) days after posting, if sent by registered mail.

- 3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

#### **4.0 RATES AND METHOD OF PAYMENT**

4.1 The Municipality shall pay the O.P.P. for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The Municipality shall be charged and shall be required to pay an annual rate of \$ **89,664.07** based on the Municipality's residential population of **159,829** at a per capita cost of \$ **0.561**.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the O.P.P. based on changes to the residential population or the per capita cost charged by the O.P.P. In the event that the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall pay the revised annual rate. The O.P.P. shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the Municipality upon the start of the Agreement. The Municipality shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

#### **5.0 RESPONSIBILITIES OF THE O.P.P.**

The O.P.P. shall manage and operate the Primary PSAP and:

- 5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the Municipality.
- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the Municipality under 9-1-1 PERS consisting of "ALI", "ANI", "Selective Routing and Transfer" and "Call Control" features, and such features can be adapted, where required, for callers who are hearing or voice impaired.
- 5.3 **Hours** - Operate the Primary PSAP twenty four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP, and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.

- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP in accordance with O.P.P. policy, and hard copy records of all Bell PERS E911 ANI/ALI printer data for one hundred eighty (180) days from the date such records are created. The O.P.P. is prepared to provide, to authorized personnel, certified copies of audio recordings and/or copies of PERS printer data, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The O.P.P. shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the O.P.P. or Bell Canada in the event that the Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the O.P.P.'s ability to access the services of a third party provider. The O.P.P. does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third party provider.
- 5.8 **Reports** - Provide reports monthly, or as determined by the O.P.P. in consultation with the Municipality, which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

## **6.0 RESPONSIBILITIES OF THE MUNICIPALITY**

The Municipality shall:

- 6.1 **Payment** - Be responsible for the amount of payment in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Secondary PSAP** - Designate Secondary PSAP that are not O.P.P. Detachments for each and every ESZ in the Municipality which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAP in the manner required by this Agreement.
- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP operates twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **9-1-1 PERS** - Notify the O.P.P. in writing immediately upon becoming aware of any changes to 9-1-1 PERS that shall affect, or are likely to affect the services the O.P.P. provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the Municipality and Bell Canada related to 9-1-1 PERS.

## **7.0 INSURANCE AND LIMITATION OF LIABILITY**

- 7.1 **Insurance** - The Municipality and the O.P.P. shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of the same to each other. If the Parties are self-insured, each Party shall provide to the other, evidence that is satisfactory to that Party that the Municipality and/or the O.P.P., as the case may be, is and shall be, at all relevant times, in a position to face successfully any monetary obligations stemming from liability under the Agreement.
- 7.2 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the O.P.P. 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) **External Information** - The accuracy or completeness, or lack thereof, of any information the O.P.P. receives from the Municipality, Bell Canada or any other third party, which the O.P.P. relies on in providing services under this Agreement;
  - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the O.P.P. uses and relies on to provide services under this Agreement including but not limited to:
    - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the O.P.P.,
    - (ii) Services provided to non-English speakers who place 9-1-1 calls,
    - (iii) Services provided by Bell Canada to the Municipality under 9-1-1 PERS; and,
    - (iv) Services provided by Secondary PSAPs, which are not part of the O.P.P.
  - (c) **Call Volumes** - The inability of the O.P.P. to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.
- 7.3 **Survival** - Section 7.2 shall survive the termination or expiry of this Agreement.

## **8.0 COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

- 8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.
- 8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

## **9.0 DISPUTE RESOLUTION**

- 9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the O.P.P. and the Municipality as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:
- (a) The Unit Commander of the Primary PSAP and the Municipality Representative named in Section 3.1 herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
  - (b) If the Unit Commander of the Primary PSAP and the Municipality Representative are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the Municipality Representative shall attempt to resolve the dispute within fifteen (15) business days;
  - (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the O.P.P. and the Municipality Representative agree to attempt to resolve the dispute within fifteen (15) business days; and,
  - (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.



## **10.0 TERM, TERMINATION AND RENEWAL**

- 10.1 **Term** - Subject to this Agreement being terminated in accordance with this Article, this Agreement shall be effective from December 13, 2020 until December 12, 2025.
- 10.2 **Renewal** - This Agreement may be extended for an additional five (5) year term, if both Parties agree and serve notice to each other, at least six (6) months prior to the expiry of the Agreement. The same terms and conditions will apply to any extension, subject to section 10.1 herein.
- 10.3 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing ninety (90) days written notice of termination to the other Party, in which case this Agreement shall terminate ninety (90) days following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the O.P.P. shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.
- 10.4 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering 9-1-1 PERS to the Municipality or if the Agreement between Bell Canada and the Municipality for the provision of 9-1-1 PERS is terminated or is expired and not renewed.

## **11.0 GENERAL**

- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The Municipality shall notify, and consult with the O.P.P. before the Municipality's boundaries are altered, the Municipality is amalgamated with another municipality, the Municipality is dissolved or the legal status of the Municipality is subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time, directly or indirectly, communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

**IN WITNESS WHEREOF**, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Provincial Commander of the O.P.P. has personally signed this Agreement to be effective as of the date set out herein.

**Corporation of the County of Essex**

\_\_\_\_\_  
Warden

Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Clerk

Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Ontario Provincial Police (O.P.P.)**

\_\_\_\_\_  
Provincial Commander

Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_

SCHEDULE "A"

**BYLAW OF COUNCIL**

Attached to and forming part of the Agreement between

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
**as represented by the**  
**MINISTRY OF THE SOLICITOR GENERAL**  
**on behalf of the**  
**ONTARIO PROVINCIAL POLICE**

And

**THE CORPORATION OF THE COUNTY OF ESSEX**