



December 2, 2021

Municipality of Kincardine
Attn: Jennifer Lawrie, Clerk
1475 Conc. 5, R.R. #5
Kincardine, ON N2Z 2X6

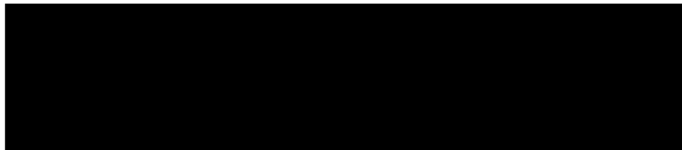
Dear Jennifer:

Bruce County Council, at its session held the 2nd day of December, 2021 adopted By-law 2021-095, a by-law to authorize the execution of an agreement between the Corporation of the County of Bruce and each of the Eight Lower Tier Municipalities for the provision of 9-1-1 Services.

Attached are two partially signed copies of the agreement. Once signed, please return one copy of the fully executed agreement to my attention for our records.

Thank you.

Regards,



Darlene Batte
Deputy Clerk

Encl.

Agreement re: 9-1-1 Services

between

The County of Bruce

and

Municipality of Kincardine

Agreement re: 9-1-1 Services

This Agreement made shall be effective as of the 2nd day of December, 2021.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE
(the "County")

and

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE
(the "Municipality")

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

RECITALS

WHEREAS the County has entered into a Public Emergency Reporting Service Agreement (Bell P.E.R.S.) with Bell Canada as per Bell Canada General Tariff Item 1400 as approved and amended from time to time by the Canadian Radio-Television and Telecommunications Commission (C.R.T.C.) or its successors;

AND WHEREAS the Bell P.E.R.S. requires the County to implement and ensure the operation of a twenty-four (24) hours a day, seven (7) days per week Primary Public Service 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-P.E.R.S. 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 9-1-1 System;

NOW THEREFORE the Parties, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby 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 General Tariff Item 1400 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) **Bruce 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.
- (c) **County 9-1-1 System:** An emergency response system that provides the public within Bruce 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 an Enhanced 9-1-1 service to the public within Bruce County. Enhanced 9-1-1 makes it possible to display the 9-1-1 caller's name, address and telephone number to a call taker at the P.P.S.A.P. and subsequently transferred to a S.P.S.A.P.
- (d) **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.
- (e) **Emergency Service Zone (E.S.Z.):** The geographic area served by designated police or ambulance services.

- (f) Fire Polygon: The geographic area served by a designated fire department(s).
- (g) M.F.I.P.P.A. means 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.
- (h) 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.
- (i) 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.
- (j) 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 The County is responsible for the provision of the 9-1-1 service for all municipalities in the County via the County 9-1-1 System.
- 2.2 The Municipality is required to ensure that access to 9-1-1 service is available to its community.
- 2.3 In order for the County 9-1-1 System to operate it requires the County and the Municipality to work together.
- 2.4 9-1-1 service in the County of Bruce 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

- 2.5 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 and that no monetary remuneration is payable under this Agreement from one Party to the other.

3. MANAGEMENT OF COUNTY 9-1-1 SYSTEM

- 3.1 The County may, at its sole discretion, 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. 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 Bruce.
- 3.2 The County may consult with the Municipality regarding changes to the County 9-1-1 System.

4. OBLIGATIONS OF THE COUNTY OF BRUCE

- 4.1 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 E.S.Z.'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, within a reasonable timeframe of the County being advised of such changes.

5. OBLIGATIONS OF THE MUNICIPALITY

5.1 The Municipality agrees to:

- (a) Provide and operate a S.P.S.A.P. for the E.S.Z.'s and Fire Polygons 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/contract S.P.S.A.P. operate in accordance with accepted North American norms.
- (d) Implement 9-1-1 addressing in conformity with the County of Bruce Civic Addressing Policy Manual (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.
- (e) Inform the County of changes in its identified/contracted S.P.S.A.P. in a timely manner.
- (f) Ensure that the Municipality S.P.S.A.P.(s) coordinate and co-operate, as

required, with the P.P.S.A.P. as identified by the County.

6. COMPLAINTS

- 6.1 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 Bruce County 9-1-1 Coordinator in writing.
- 6.2 The Bruce County 9-1-1 Coordinator shall provide a response to the problem or complaint in writing, within thirty (30) days.
- 6.3 If a Municipality reporting the problem or complaint is not satisfied with the response given by the Bruce County 9-1-1 Coordinator, the problem or complaint may be referred to the County of Bruce Clerk in writing, within thirty (30) days of the response from the Bruce County 9-1-1 Coordinator.
- 6.4 The decision of the County of Bruce will be final.

7. ACCESS TO RECORDED P.P.S.A.P. CALLS

- 7.1 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.
- 7.2 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.
- 7.3 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 written request from a Municipality for evidence or legal purposes.

8. ACCESS TO RECORDED S.P.S.A.P. CALLS

- 8.1 9-1-1 calls are recorded at the S.P.S.A.P. from the time the call has been transferred from the P.P.S.A.P.

- 8.2 The Chief Administrative Officer or delegated senior staff member of the County or legal counsel of the County or such other person as designated by the County may listen to a recording(s) at a time and place as arranged by the S.P.S.A.P.
- 8.3 The Municipality shall ensure that recordings of 9-1-1 calls received at a S.P.S.A.P. will be held for a minimum period of six (6) months, and for an indefinite period of time upon written request from the County 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 natural disasters like hurricanes, floods, earthquakes or weather disturbances, sometimes referred to as “Acts of God”, war, terrorism or threats of terrorism, civil disorder, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, disease or medical epidemics or outbreaks, strikes and generally 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 & LIMITATION OF LIABILITY

11.1 The County and the Municipality 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 upon request.

12. MEDIA CONTACT

12.1 General Inquiries from the media about the County 9-1-1 System will be handled by the County. The Municipality agrees to redirect any general inquiries from the media to 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 Bell P.E.R.S.; or the termination or expiration of the Bell P.E.R.S. 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 Bruce
30 Park Street, PO Box 70
Walkerton, ON N0G 2V0
Attention: Clerk
Phone: (519) 881-1291
Fax: (519) 881-1619
Email: dvanwyck@brucecounty.on.ca

To the Municipality at:

Municipality of Kincardine
1475 Conc. 5, R.R. #5
Kincardine, On N2Z 2X6
Attention: Clerk
Phone: (519) 396-3468
Fax: (519) 396-8288
Email: clerk@kincardine.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.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

21.1 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 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 each of the Municipality of Kincardine and the Corporation of the County of Bruce have caused this Agreement to be signed and delivered by its duly authorized representative effective as at the date first written above:

For the Municipality of Kincardine:

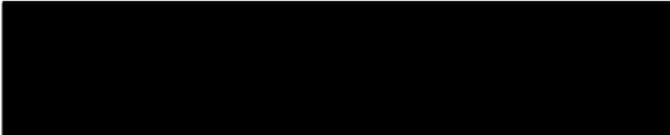
Name: Jennifer Lawrie
Position: Clerk

Name: Gerry Glover
Position: Mayor

For the County:

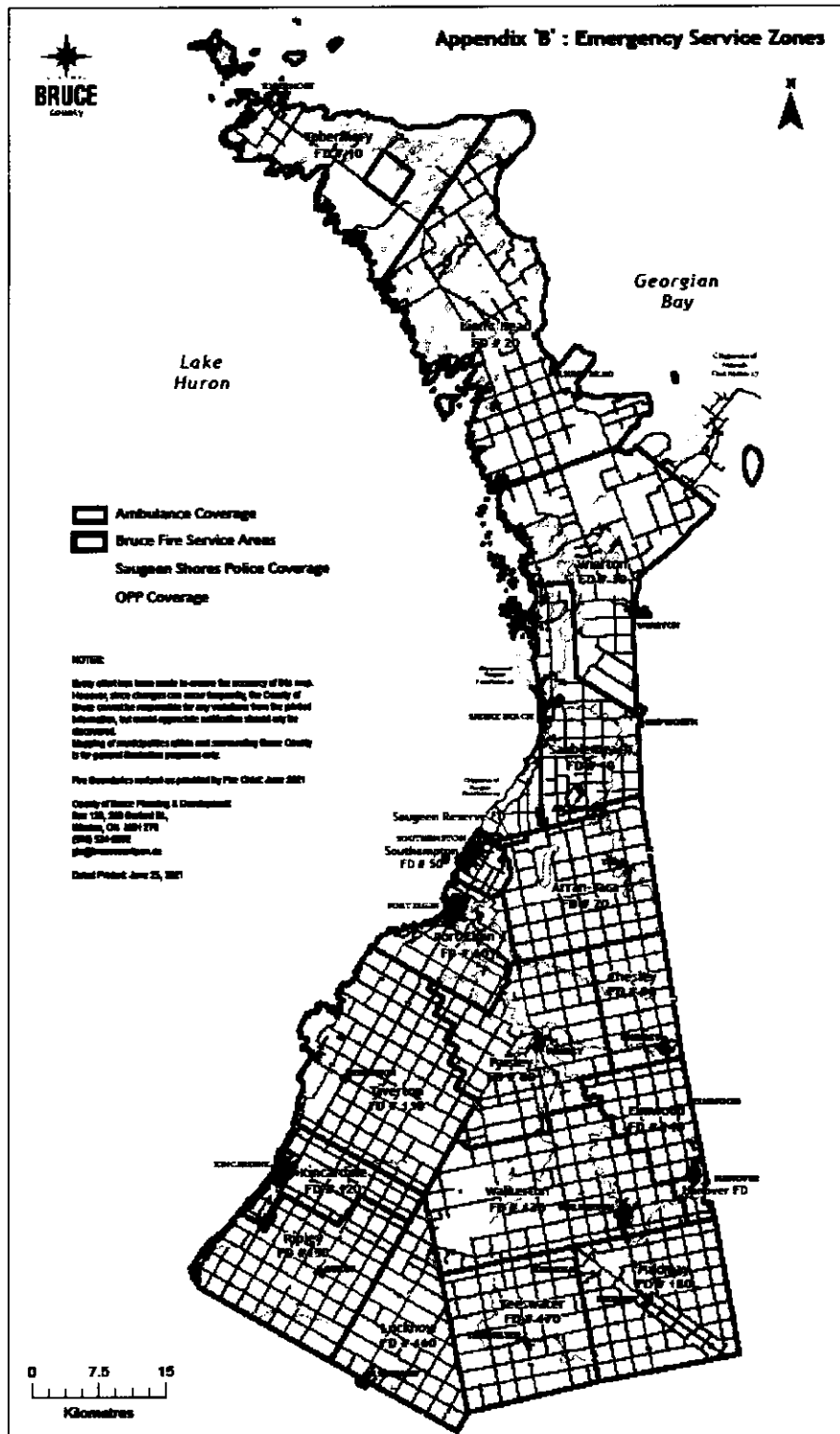


Name: Donna Van Wyck
Position: Clerk



Name: Janice Jackson
Position: Warden

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



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

Municipality	EMS		Police		Fire	
	Agency	Dispatch	Agency	Dispatch	Agency	Dispatch
Mun. of Kincardine	Bruce County EMS	London CACC	Bruce OPP	London PCC	Kincardine FD #120	Tillsonburg Fire
					Tiverton RD #110	Tillsonburg Fire