

**Central Emergency Reporting Bureau (CERB)
(Neutral Answering)**

AGREEMENT

BETWEEN: **THE CORPORATION OF THE COUNTY OF MIDDLESEX**
399 Ridout Street North
London, Ontario N6A 2P1
(the “County”)

AND: **THE LONDON POLICE SERVICES BOARD**
601 Dundas Street
London, Ontario N6B 1X1
(the “London Police”)

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

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

- 1.1 "ALI": Automatic Location Identification
- A database feature that displays to CERB's and Remote Agencies address/location data with respect to a telephone line from which the 9-1-1 call originates.
- 1.2 "ANI": Automatic Number Identification
- A database feature that displays the telephone number of the primary exchange from which the 9-1-1 call originates.
- 1.3 "CERB": Central Emergency Reporting Bureau
- A communication centre which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a "Primary Public Safety Answering Point" (Primary PSAP) or "Neutral Answering" in other documentation.)
- 1.4 "Committee":
- The Middlesex County 9-1-1 Technical Advisory Committee, appointed by the County to advise the County on the operation of the 9-1-1 PERS and the CERB and on matters set out in this Agreement.
- 1.5 "CRTC": The Canadian Radio-Television and Telecommunications Commission.
- 1.6 "ESZ": Emergency Service Zone
- The geographic area served by a fire, police, or ambulance service.
- 1.7 "Policy Manual":

A manual setting out policies and procedures pertaining to the County 9-1-1 PERS, prepared and updated by the Middlesex County 9-1-1 Technical Advisory Committee (the "Committee").

1.8 "Remote Agency":

The communication centre to which emergency calls are transferred from a CERB (normally the fire, police or ambulance agency responsible for dispatching emergency personnel). (Sometimes referred to as a "Secondary PSAP" Public Safety Answering Point in other documentation).

1.9 "9-1-1 PERS": 9-1-1 Public Emergency Reporting Service - Ontario

A telecommunications service provided by Bell pursuant to Bell Canada General Tariff Item 1400 to customers with a 9-1-1 Serving Area for the delivery of 9-1-1 calls to CERB and Remote Agencies. (Sometimes referred to as "Enhanced 9-1-1" in other documentation).

1.10 "9-1-1 Serving Area":

The geographic area, as determined by the County, from which 9-1-1 calls will be directed to a particular CERB.

2.0 OBJECT

Under the 9-1-1 Agreement between the County and Bell Canada, the County has certain obligations, one of which is to provide and operate a CERB for the 9-1-1 Service Area.

In accordance with the terms and conditions contained in the Agreement between the County and Bell Canada, and the terms and conditions contained in this Agreement, the London Police hereby agree to provide the CERB for the County 9-1-1 PERS on behalf of the County.

3.0 CONSIDERATION

The County and the London Police hereby agree that payment under this Agreement shall be as follows:

3.1 The County will pay the London Police Twenty-one Thousand Seven Hundred Forty Dollars and Twenty-seven Cents (\$21,740.27) in a lump sum on or before October 16, 2023.

3.2 Expansion of Service

3.3.1 If the 9-1-1 Serving Area, as set out in Paragraph 5.2.2 of this Agreement is modified by the County to include those areas that are located geographically within the County of Middlesex but are not part of the Middlesex 9-1-1 PERS Serving Area, then this agreement will be amended in consultation with the London Police.

4.0 OBLIGATIONS OF THE LONDON POLICE

The London Police shall:

- 4.1 Implement and ensure the operation of its CERB in a manner that meets quality standards generally accepted in North America for such services including answering 95% of the 9-1-1 calls within twenty seconds and providing effective response, including transfer/ conference of calls to the appropriate designated Remote Agencies;
- 4.2 Provide, manage and operate a CERB, including equipment and personnel;
- 4.3 Provide, in its operation of the CERB, terminal equipment which permits the utilization of "ALI", "ANI", "Selective Routing and Transfer" and "Call Control" features. These features are listed in Article 2 of General Tariff Item 1415 and are more particularly described in the Policy and Operations Manual;
- 4.4 Provide and operate a CERB for the 9-1-1 Serving Area on a 24-hour, 365 days per year basis;
- 4.5 Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the CERB;
- 4.6 Provide, during its operation of the CERB as provided for in Article 4.2 of this Agreement, service for the hearing and voice impaired;
- 4.7 Staff the CERB at a level appropriate to handle call lines in a manner suitable for emergency situations;
- 4.8 Answer all 9-1-1 calls directed to the CERB, through the 9-1-1 PERS, from customers in the 9-1-1 Servicing Area as specified in Article 5.2.2;
- 4.9 Route and transfer all 9-1-1 calls as set out by the Policy Manual;
- 4.10 Maintain control of each 9-1-1 call until such call can be transferred to the appropriate Remote Agency;
- 4.11 Log and digitally-record all 9-1-1 calls and retain such logs and recordings for a minimum period of thirty (30) days or a longer period, if established by standards set by the London Police;
- 4.12 Provide a back-up CERB to which 9-1-1 calls will be directed in the event that the primary CERB is unable to accept the calls for any reason;
- 4.13 Provide all information as required by the Committee.

5.0 OBLIGATIONS OF THE COUNTY

The County agrees to:

- 5.1 Designate the Remote Agencies;
- 5.2 Co-ordinate participation of all Remote Agencies in the 9-1-1 Serving Area with respect to 9-1-1 PERS. Such co-ordination shall include:
 - 5.2.1 ensuring the involvement of the Remote Agencies;
 - 5.2.2 the boundaries of the 9-1-1 Serving Area includes all lands located within the geographic boundaries of the County of Middlesex save and except for: the Municipality of Strathroy-Caradoc and the Chippewa of the Thames, Muncey Delaware and Onyota'aka First Nations.
- 5.3 Appoint a Middlesex County 9-1-1 Technical Advisory Committee, composed of representatives selected by the County. The Committee will mainly be composed of staff members of the County, the London Police, Bell Canada and Remote Agencies. The appointments and term of the appointments to the Committee will be determined by the County. The County will name the Chair and Secretary to the Committee;
 - 5.3.1 The Committee will meet on an annual basis and hold required special meetings as set by the Chair. Any member of the Committee may make a request to the Chair, in writing, to hold a special meeting;
 - 5.3.2 The Committee will review the operation of the 9-1-1 PERS and the CERB and will recommend required changes in procedure to affected County agencies. This Committee will be responsible for the establishment and maintenance of all Policy and Operations Manuals associated with the County 9-1-1 PERS;
 - 5.3.3 The reports and minutes of the Committee shall be submitted to County Council;
 - 5.3.4 Problems or questions identified by a Remote Agency regarding the operation of the CERB shall be first directed to the supervisor/designate of the CERB. Problems or questions identified by the CERB regarding the operation of a Remote Agency shall first be directed to the manager/designate of the Remote Agency. The supervisor/designate of the CERB and the manager/designate of the Remote Agency shall attempt to resolve the problem or question. All such inquiries and responses shall be filed with the Chair of the Technical Advisory Committee for reference and information;
 - 5.3.5 Unresolved problems or questions shall be referred to the Chair of the Technical Advisory Committee. The Committee shall consider the matter and report to the County;

- 5.3.6 The Technical Advisory Committee shall undertake an evaluation of the complete 9-1-1 service (Bell, CERB, Remote Agencies) on an annual basis and shall submit a report to the County. The method and content of the evaluation shall be determined by the Committee.

6.0 CONFIDENTIAL INFORMATION

- 6.1 ALI/ANI information is provided to Remote Agencies on a confidential basis as an exception to Item 10 Article 11 of the Bell Canada General Tariff and shall be used for the sole purpose of responding to 9-1-1 calls.
- 6.2 The London Police and the County agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.

7.0 IMPLEMENTATION SCHEDULE

- 7.1 The parties agree that this Agreement with the London Police be for a one (1) year period commencing on March 20, 2023.

8.0 LIMITATION OF LIABILITY

- 8.1 The parties shall, during the term of this Agreement, maintain liability insurance for bodily injury and property damage in the amount of at least 10 (ten) million dollars during the duration of this Agreement. To evidence the existence of good standing of such insurance, the parties shall supply to each other, upon request, a Certificate of Insurance. All such policies of insurance shall stay in force and not be amended, cancelled, or allowed to lapse without sixty (60) days prior written notice to the other.
- 8.2 Each party agrees to indemnify and hold the other party, its officers, agents and employees harmless from and against any and all liability, loss, cost or expense arising out of their respective obligations and duties under this Agreement but only in proportion to and to the extent that such liability, loss, cost or expenses are caused by or result from their own negligence or omissions and those of their officers, agents, employees or those persons they are responsible for at law.

9.0 FORCE MAJEURE

- 9.1 Neither the London Police nor the County shall be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes and, generally, as a result of any event that is beyond the County's or the London Police's reasonable control.
- 9.2 The London Police and the County agree that in the event of a disaster or force majeure the parties will co-operate and the London Police will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

10.0 TERM AND PROVISION FOR CANCELLATION

- 10.1 This Agreement shall commence on March 20, 2023, shall be in effect for a period of one (1) year from that date and may be renewed on terms acceptable to the parties. Unless renewed, this Agreement shall terminate on March 19, 2024.
- 10.2 The County reserves the right to terminate this Agreement should such course of action be recommended by the Technical Advisory Committee, based on the CERB not providing an acceptable standard of service. Written notification of termination shall be provided six months before the date of cancellation. If this Agreement is terminated or otherwise cancelled, all payments will be prorated to the date of termination or cancellation.
- 10.3 The London Police reserves the right to terminate this agreement upon six months written notice to the County. Any refund of payment to the County will be prorated to the date of termination.

11.0 WAIVER

The failure of either party 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, which shall continue to remain in full force and effect.

12.0 RELATIONSHIP OF THE PARTIES

This Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship, or agency relationship between the parties.

13.0 ENTIRE AGREEMENT

Except as otherwise stated herein, this Agreement constitutes the entire agreement of the parties and supersedes any previous agreement, whether written or verbal. Should any provision of this Agreement be declared null, void or inoperative, the remainder of the Agreement shall remain in full force and effect and shall be interpreted as a complete entity.

14.0 ARBITRATION CLAUSE

Except with respect to any matter within the jurisdiction of the CRTC, any dispute or disagreement that may occur pursuant to this Agreement shall be settled in a binding manner by way of arbitration and to the exclusion of the courts.

15.0 AMENDMENTS TO THIS AGREEMENT

Should the parties consider that minor amendments are required to this Agreement, such amendments may be made by a joint letter of intent signed by both parties.

16.0 NOTICE

Any notice required pursuant to this Agreement shall be in writing and delivered personally or sent by registered mail to the following addresses:

- 1. The County**
c/o County Engineer
399 Ridout Street North
London, Ontario N6A 2P1
- 2. London Police Services Board**
601 Dundas Street
London, Ontario N6B 1X1

or to such other address as either party may indicate in writing to the other.

Any notice given in accordance with this section shall be deemed to have been received upon delivery, if delivered personally, or five (5) days after posting, if mailed.

(Signature page to follow)

Dated this ____ day of _____, 2023

THE COUNTY

LONDON POLICE SERVICES BOARD

Warden Cathy Burghardt-Jesson

Chair

Marcia Ivanic, County Clerk