

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

## BY-LAW NO. 04-577

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Being a by-law to authorize the execution of an Agreement between Bell Canada and The Corporation of the Municipality of Temagami as our provider to access the PERS E911 system for the purposes of 9-1-1

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**WHEREAS** under Section 8 of the Municipal Act, 2001, S.O., 2001 C.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

**AND WHEREAS** under section 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

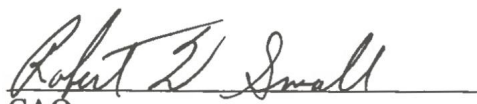
1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect on the 8<sup>th</sup> day of July, 2004.

READ a First time on this 8<sup>th</sup> of July, 2004.

READ a Second time on this 8<sup>th</sup> day of July, 2004.

READ a Third time and finally passed on this 8<sup>th</sup> day of July, 2004.

  
Mayor

  
CAO

Agreement  
attached.  
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**AGREEMENT**

**BETWEEN:**            **THE MUNICIPALITY OF TEMAGAMI**  
7 Lakeshore Drive  
P.O. Box 220  
Temagami, ON  
POH 2H0

(the "Municipality")

**AND:**                BELL CANADA, a duly constituted business corporation having its  
head office at 1050 Beaver Hall Hill, Montreal, Quebec:

("Bell")

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 service that originates the 9-1-1 call.

**1.3    "Call Control":**

A feature that allows the 9-1-1 call taker to maintain control of the 9-1-1 call regardless of calling-party action.

1.4 "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 PSAP in other documentation.)

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 "MSAG": Master Street Address Guide

The database that contains street names, addresses, routing codes and other data required for the management of Selective Routing and Transfer, ALI and ANI.

1.8 "Remote Agency":

The communication centre to which emergency calls are transferred from a CERB, and which is normally the fire, police or ambulance agency responsible for dispatching emergency personnel.

1.9 "Selective Routing and Transfer"

A feature that automatically routes a 9-1-1 call to the appropriate CERB or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 call originates.

1.10 "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 within a 9-1-1 Serving Area for the delivery of 9-1-1 calls to CERB and Remote Agencies.

1.11 "9-1-1 Serving Area":

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

2 .0 OBJECT

- 2.1 In accordance with the terms and conditions of Bell Canada General Tariff Item 1400 approved by the CRTC for 9-1-1 PERS and the terms and conditions contained in this Agreement, the Municipality and Bell hereby agree to fulfill their respective obligations hereunder in order to provide a 9-1-1 emergency calling service.

3 .0 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 .0 BELL'S OBLIGATIONS

In accordance with Bell Canada General Tariff Item 1400, Bell agrees to:

- 4.1 Provide 9-1-1 PERS to customers in the 9-1-1 Serving Area.
- 4.2 Provide access lines to the CERB, back-up CERB and Remote Agencies as agreed to by Bell and the Municipality, for the delivery of emergency calls.
- 4.3 Selectively route and transfer emergency calls to the CERB and Remote Agencies according to instructions provided by the Municipality.
- 4.4 Provide ANI and ALI data to the CERB and Remote Agencies as deemed appropriate by Bell and the Municipality.
- 4.5 Bell agrees to maintain and update the MSAG subject to receipt of the information required to be provided by the Municipality pursuant to paragraphs 5.4.3 and 5.4.4.
- 4.6 The equipment to be provided to the Municipality hereunder is listed in Attachment A which forms an integral part of this Agreement.

## 5 .0 OBLIGATIONS OF THE MUNICIPALITY

The Municipality agrees to:

- 5.1 Provide and operate a CERB for the 9-1-1 Serving Area on a 24-hour, 365 days per year basis.
- 5.2 Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the CERB. The Municipality shall have the right to determine the equipment to be provided by it for the purposes of this Agreement. Such equipment is listed, for the information of Bell, in Attachment B which forms an integral part of this Agreement.
- 5.3 The Municipality may contract with a third party for the management and operation of the CERB but in such event the Municipality shall remain responsible for all aspects of the operation of the CERB and shall not be relieved of any of its obligations under this Agreement.
- 5.4 Co-ordinate participation of all Remote Agencies in the 9-1 -1 Serving Area with respect to 9-1-1 PERS. This shall include:
  - 5.4.1 ensuring the involvement of the Remote Agencies;
  - 5.4.2 determining the 9-1-1 Serving Areas and ESZ's served by the CERB and Remote Agencies. The boundaries of the 9-1-1 serving Areas and ESZ's are attached as Attachment C, which forms an integral part of this Agreement.
  - 5.4.3 providing and validating, as required by Bell, all geographical data, including street names, addresses, and borders of the 9-1-1 Serving Areas and ESZ's.
  - 5.4.4 informing Bell of all changes in the geographical data that may occur during the term of this Agreement.

## 6 .0 CHARACTERISTICS OF THE 9-1-1 PERS

- 6.1 Bell's 9-1-1 PERS permits the utilization of "ANI", "ALI", "Selective Routing and Transfer" and "Call Control" features. The availability and reliability of these features depends on the following:

- 6.1.1 The terminal systems and the operating mode selected for the CERB and Remote Agencies;
- 6.1.2 The type of primary exchange service and the equipment and/or telephone systems from which 9-1-1 calls originate.
- 6.1.3 The accuracy of the data banks, which itself is dependent upon the information provided by various sources (for example, Bell, the Municipality, other telecommunications carriers, Bell Canada customers...).

## 7 .0 CONFIDENTIAL INFORMATION

- 7.1 Any information provided by Bell to the Municipality, its employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of 9-1-1 PERS is confidential, and shall be provided only to such persons who have a need to know for the purposes of this Agreement.
- 7.2 ANI/ALI information is provided on a confidential basis pursuant to Bell Canada General Tariff Item 1400 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.
- 7.3 Furthermore, the Municipality agrees to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.

## 8 .0 QUALITY OF BELL'S SERVICE

- 8.1 Bell agrees to install and operate a 9-1-1 PERS that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:
  - i) average of 0.1 % blocking within the network;
  - ii) diverse telephone networking capabilities;
  - iii) a daily updated database;
  - iv) special call control features such as bureau hold, emergency ringback, calling party disconnect signal, and forced disconnect.

- 8.2 Bell agrees to restore service as quickly as possible and on a priority basis should there be any interruption, delay, mistake or defect in transmission or in its facilities.

## 9 .0 QUALITY OF THE MUNICIPALITY'S SERVICE

- 9.1 The Municipality agrees to implement and ensure the operation of its CERB in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:
- i) provisioning of 24 hour service;
  - ii) answering the 9-1-1 call within two rings;
  - iii) providing effective response including transfer/conference of calls to the appropriate agencies;
  - iv) recording and logging all calls.

## 10 .0 FORCE MAJEURE

- 10.1 Neither Bell nor the Municipality 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 Municipality's or Bell's reasonable control.
- 10.2 The Municipality may designate a back-up CERB to which 9-1 -1 calls will be directed in the event the primary CERB is unable to accept the calls for any reason.
- 10.3 Bell and the Municipality agree that in the event of a disaster or force majeure the parties will co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
- 10.4 The costs required to provide temporary replacement service shall be borne according to the sharing of obligations between Bell and the Municipality, as indicated in articles 4.0 and 5.0 of this Agreement.

11 .0 IMPLEMENTATION SCHEDULE

- 11.1 Bell and the Municipality agree that the implementation of 9-1-1 PERS within the 9-1-1 Serving Area shall be carried out pursuant to an implementation schedule to be mutually agreed to by the parties and which may be changed from time to time by agreement of the parties.

12 .0 LIMITATION OF LIABILITY

- 12.1 Bell's liability for the performance of its obligations pursuant to this Agreement shall be subject to and governed by Articles 15 and 16 of General Tariff Item 10.
- 12.2 Except with regard to physical injuries, death or damage to property occasioned by its negligence, the Municipality's liability for negligence is limited to \$20.
- 12.3 The Municipality and Bell shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party or, if either the Municipality or Bell is self-insured, provide to the other party evidence that is satisfactory to that party that the Municipality and/or Bell, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

13 .0 TERM AND RENEWAL

- 13.1 This Agreement shall be effective as of the date of execution and run for a term of 5 years. The date of execution is deemed to be September 9, 2014.
- 13.2 The term of this Agreement shall be automatically renewed for successive periods of five (5) years each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period. The next automatic renewal date is September 9, 2019.



14 .0 REGULATORY APPROVAL

- 14.1 It is expressly understood that this Agreement and 9-1-1 PERS is offered pursuant to the terms and conditions of Bell General Tariff Item 1400 as approved and amended from time to time by the CRTC or its successors.
- 14.2 This Agreement, excluding the Attachments, and any amendments to this Agreement, shall be subject to the approval of the CRTC.

15 .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.

16 .0 RELATIONSHIP OF THE PARTIES

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

17 .0 ENTIRE AGREEMENT

Except as otherwise stated herein, this Agreement together with the terms of Bell Canada General Tariff Item 1400, 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.

18 .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.

IN WITNESS WHEREOF the parties herto have excuted this agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

Dated this 10th day of September, 2004

**THE MUNICIPALITY**

**BELL CANADA**

The Municipality Temagami

Robert J. Small

C/I.o.

(title)

A. J. Robson

MAYOR

Greg

Reg

Manager

(title)

9-1-1 Service

## Public Emergency Reporting Service -- Attachment A

9-1-1 PERS for the Municipality of Temagami operates using voice and data facilities supplied by Bell Canada at the following locations:

<b><u>Location</u></b>
North Bay O.P.P. (Primary Answer/Police Dispatch) 877 Gormanville Road North Bay, ON P3G 1E5
North Bay Ambulance/Fire (Fire Dispatch/Ambulance Dispatch) 43 Ferris Drive North Bay, ON P1B 8Z4

Public Emergency Reporting Service -- Attachment B

The Municipality of Red Lake operates 9-1-1 PERS using the following equipment:

<b><i>Location</i></b>	<b><i>Equipment</i></b>
North Bay O.P.P. (Primary Answer/Police Dispatch) 877 Gormanville Road North Bay, ON P3G 1E5	Avaya CS1000M (B) & CS1000E (A)
North Bay Ambulance/Fire (Fire Dispatch/Ambulance Dispatch) 43 Ferris Drive North Bay, ON P1B8Z4	Pantel

Public Emergency Reporting Service -- Attachment C

Emergency Service Zones for the Municipality of Temagami 9-1 -1 PERS:

<b><i>Prime Answer Point</i></b>	<b><i>Police</i></b>	<b><i>Fire</i></b>	<b><i>Ambulance</i></b>
NRBAOPPBUR	NORTHBAYOPP	NRBAYAMBFIR	NRTHBAYAMB