

**THE CORPORATION OF THE TOWNSHIP OF MCGARRY**

**BY-LAW NO. 2017-36**

**BEING A BY-LAW TO AUTHORIZE ENTERING INTO AN AGREEMENT WITH THE ONTARIO PROVINCIAL POLICE FOR THE PROVISION OF 9-1-1 CERB SERVICES.**

**WHEREAS SECTION 116 OF THE MUNICIPAL ACT, R.S.O. 2001 AUTHORIZES COUNCIL TO ESTABLISH, MAINTAIN AND OPERATE A CENTRALIZED COMMUNICATION SYSTEM FOR EMERGENCY RESPONSE PURPOSES.**

**AND WHEREAS COUNCIL IS DESIROUS TO HAVE THE ONTARIO PROVINCIAL POLICE CENTRAL EMERGENCY REPORTING AND DISPATCH FOR THE MUNICIPALITY.**

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**NOW THEREFORE, COUNCIL OF THE TOWNSHIP OF MCGARRY ENACTS AS FOLLOWS:**

1. THAT Council of the Township of McGarry agree's to enter into an agreement with the Province of Ontario as represented by the Ministry of Community Safety and Correctional Services on behalf of the Ontario Provincial Police for the provision of a 9-1-1 Central Emergency Reporting Bureau.
2. THAT the Reeve and Clerk be and are hereby authorized to execute the agreement Appendix "A", attached to and forming part of this By-Law.
3. THAT this By-Law shall come into affect upon the date of its passing.
4. THAT By-Law 2006-25 be repealed.

**BY-LAW READ A FIRST AND SECOND TIME READ A THIRD TIME AND PASSED THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2017**

**THE CORPORATION OF THE TOWNSHIP OF MCGARRY**

  
MAYOR

  
CLERK-TREASURER

THE CORPORATION OF THE TOWNSHIP OF MCGARRY

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THE CORPORATION OF THE TOWNSHIP OF MCGARRY

  
MAYOR

  
CLERK-TREASURER

CERTIFIED TRUE COPY  
BY-LAW 2017-36  
ENACTED ON NOVEMBER 14<sup>th</sup>, 2017

  
SYLVIE CÔTÉ  
CLERK-TREASURER



**AGREEMENT FOR THE  
PROVISION  
OF  
9-1-1 C.E.R.B. SERVICES**

**BETWEEN**

**THE COMMISSIONER OF  
THE ONTARIO PROVINCIAL POLICE**

**AND**

**THE CORPORATION OF TOWNSHIP  
OF MCGARRY**

This Agreement made in two (2) originally executed copies.

**AGREEMENT FOR THE PROVISION OF 9-1-1 CERB SERVICES**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as  
represented by the MINISTRY OF COMMUNITY SAFETY  
AND CORRECTIONAL SERVICES  
on behalf of the ONTARIO PROVINCIAL POLICE**

**(“O.P.P.”)**

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF MCGARRY  
(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 Central Emergency Reporting Bureau 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 Central Emergency Reporting Bureau;
- D. AND WHEREAS** the Municipality wishes to contract with the O.P.P. for the management and operation of the Central Emergency Reporting Bureau;
- 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:

- 0.1 The Parties warrant that the recitals are true.

## **1.0 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions** - For the purposes of this Agreement, the following terms have the meanings ascribed below:

“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 CERB and Remote Agencies, 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 the telephone number of the primary exchange service that originates the 9-1-1 Call to the CERB.

“Call Control” means a feature that allows the 9-1-1 call taker at the CERB to maintain control of the line upon which the 9-1-1 Call was made regardless of calling-party action.

“CERB” means the Central Emergency Reporting Bureau 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.

“Director” means the Director of Provincial Communication Operations, Communications and Technology Services Bureau.

“ESZ” means an Emergency Services Zone, which is a geographic area served by a Remote Agency in the Municipality.

“Party” means the O.P.P. or the Municipality, and “Parties” shall mean both of them.

“Mayor” or “Reeve” means Mayor or Reeve for the municipality.

“Remote Agency” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 Calls are transferred from the CERB, and for which the Remote Agency 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 CERB or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 Call originates.

“9-1-1 Call” means a phone call received at the CERB, which requires an emergency response, typically the transfer of the call to a Remote Agency.

“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 CERB and to Remote Agencies and pursuant to the agreement between Bell Canada and the Municipality.

1.2 **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.

1.3 **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 to affect the meaning or interpretation of this Agreement in any way.

1.4 **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.

1.5 **Amendments** – Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties.

**2.0 NOTICES**

2.1 **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 Corporation of the Township of McGarry  
P.O. Box 99  
27 Webster Street  
Virginiatown, ON P0K 1B0  
Attention: Clerk-Treasurer  
FAX: (705) 634-2700

To the O.P.P.

Attention: Director – Provincial Communications Operations,  
Communications and Technology Services Bureau  
General Headquarters  
777 Memorial Avenue  
Orillia, Ontario  
L3V 7V3  
FAX: (705) 329-6230

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.

2.2 **Notices in Writing** – All notices required under this Agreement shall be in writing.

### 3.0 **RATES AND METHOD OF PAYMENT**

3.1 The Municipality shall pay the O.P.P. for providing and operating the CERB as follows:

- (a) **Amount of Annual Rate** - The Municipality shall be charged and shall be required to pay an annual rate of **\$333.80** based on the Municipalities' residential population of 595 at a per capita cost of **\$0.561**.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) of section 3.1 herein shall be reviewed at the end of every calendar year and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. 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 be obliged to pay the O.P.P. the revised annual rate. The O.P.P. shall determine the annual revisions to 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) **Interest for Late Payments** – In addition to any other remedies the O.P.P. may have at law, the Municipality shall be charged and required to pay interest at the rate set by the Minister of Finance for Ontario from time to time if the O.P.P. has not received full payment from the Municipality within thirty (30) days of the date the O.P.P. issued an invoice.

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

The O.P.P. shall manage and operate the CERB and:

- 4.1 **Personnel** - Staff the CERB at a level appropriate to answer, handle and transfer 9-1-1 Calls to the appropriate Remote Agency in a manner and at a level based on typical 9-1-1 call volumes in the Municipality.
- 4.2 **Equipment** - Provide, in its operation of the CERB, 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.
- 4.3 **Hours** - Operate the CERB twenty-four (24) hours a day, (7) seven days a week.
- 4.4 **9-1-1 Call Response** - Answer, handle and transfer all 9-1-1 Calls received by the CERB, and associated ANI/ALI information, to a designated Remote Agency within the proper ESZ, as deemed appropriate by CERB 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 Remote Agency or until the 9-1-1 Call is terminated.
- 4.5 **Record Retention** - Retain digital voice records of all 9-1-1 Calls received at the CERB, for five (5) years 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 CERB for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five 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.
- 4.6 **Back up CERB** - Provide an operational back-up CERB 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 CERB is unable to accept the 9-1-1 Calls, except that 9-1-1 Calls shall not be transferred to the back-up CERB where call overflow occurs because of high call volumes to the primary CERB.
- 4.7 **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.
- 4.8 **Reports** - Provide reports, the frequency of which shall be monthly or as determined by the O.P.P. in consultation with the Municipality, which show the overall efficiency of the CERB in answering 9-1-1 Calls, including the volume of 9-1-1 Calls.



## 5.0 RESPONSIBILITIES OF THE MUNICIPALITY

The Municipality shall:

- 5.1 **Payment** - Be responsible to the O.P.P. for the amount of payment, in the manner, and within the time lines set out in Article 3.0 herein.
- 5.2 **Designate Remote Agencies** - Designate Remote Agencies for each and every ESZ in the Municipality to which the CERB shall answer, handle and transfer a 9-1-1 Call, and co-ordinate the participation of all such Remote Agencies in the manner required by this Agreement.
- 5.3 **Warranty** - Warrant and represent that each Remote Agency shall operate 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 CERB.
- 5.4 **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. is offering 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.

## 6.0 INSURANCE AND LIMITATION OF LIABILITY

- 6.1 **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 or, if the Parties are self-insured, each Party shall provide to the other Party 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 its monetary obligations stemming from liability under the Agreement.
- 6.2 **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, and which the O.P.P. relies upon 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 upon 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 Remote Agencies.

(c) **Call Volumes** - The inability of the O.P.P. to respond to 9-1-1 Calls due to call volumes that exceed the capacity of the CERB, including the equipment and personnel who work at the CERB.

6.3 **Survival** – Section 6.2 shall survive the termination or expiry of this Agreement.

## 7.0 **COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

7.1 **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.

7.2 **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.

## 8.0 **DISPUTE RESOLUTION**

8.1 **Dispute Resolution** – Subject to Article 9.0 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 CERB and the Municipality Representative named in Section 2.1 herein shall attempt to settle the dispute within fourteen (14) business days of the dispute arising;
- (b) If the Unit Commander of the CERB and the Municipality Representative are unable to settle the dispute within fourteen (14) 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 fourteen (14) 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 agrees to attempt to resolve the dispute within fourteen (14) 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.

## **9.0 TERM, TERMINATION AND RENEWAL**

9.1 **Term** – Subject to this Agreement being terminated in accordance with this Article, this Agreement shall be effective from the 01<sup>st</sup> day of May, 2017 until the 30th day of April, 2022.

9.2 **Renewal** - This Agreement may be renewed for a further term of five (5) years, upon the Municipality giving six (6) months written notice to the O.P.P., on the same terms and conditions with the possible exception of the payment of the annual rate, which shall be agreed to by the Parties.

9.3 **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 under 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.

9.4 **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.

**10.0 GENERAL**

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **Relations** – The Agreement shall not create nor shall it be interpreted as creating any association, partnership, any employment relationship or any agency relationship between the Parties.
- 10.6 **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 provide written notice to the other Party.
- 10.7 **Promotion** – Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 10.8 **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.
- 10.9 **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, each of the Parties hereto have executed this Agreement:

**Corporation of the Township of McGarry**

*Clara Legault*  
Mayor/Reeve

Date: 15 day of november, 2017.

*Sylvie Côté*  
CAO/Clerk

Date: 15<sup>th</sup> day of NOVEMBER, 2017.

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

*M. Stott*  
Provincial Commander

Date: 21 day of November, 2017.

**SCHEDULE "A"**

**BYLAW OF COUNCIL**

Attached to and forming part of the Agreement between

**HER MAJESTY THE QUEEN  
IN RIGHT OF THE PROVINCE OF ONTARIO  
as represented by the MINISTRY OF COMMUNITY SAFETY  
AND CORRECTIONAL SERVICES  
on behalf of the ONTARIO PROVINCIAL POLICE**

And

**THE CORPORATION OF THE TOWNSHIP OF MCGARRY**

November 14, 2017

Resolution No. 253/17

THE CORPORATION OF THE TOWNSHIP OF MCGARRY  
P.O. BOX 99  
VIRGINIATOWN, ON. P0K 1X0

MOVED BY Elaine Fic

SECONDED BY Wendy K. Weller

THAT Council approves of renewing the contract with the Ontario Provincial Police for Central Emergency Reporting Bureau. (CERB) 911 services for a period of five (5) years at a cost of \$333.80 per year.

Defeated \_\_\_\_\_ / Carried Clermont Lapointe  
Mayor Mayor

Recorded Vote Requested by \_\_\_\_\_

	YES	NO
Mayor Clermont Lapointe	_____	_____
Councillor Annie Toupin-Keft	_____	_____
Councillor Bonita Culhane	_____	_____
Councillor Elaine Fic	_____	_____
Councillor Wendy K. Weller	_____	_____