

**DUFFERIN COUNTY COUNCIL  
ADDENDUM**



**Thursday, April 14, 2011  
7:00 p.m.**

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**6. PRESENTATION AND CONSIDERATION OF REPORTS**

**6.2 COMMUNITY SERVICES DUFFERIN OAKS COMMITTEE –  
March 23, and April 7, 2011**

Listed on  
Agenda

*THAT the Community Services Dufferin Oaks Committee minutes of March 23, 2011, and the special meeting of the Community Services Dufferin Oaks Committee minutes of April 7, 2011, and the recommendations set out, be adopted.*

***\*Minutes from the March 23, 2011 circulated with agenda.***

**12. CLOSED SESSION**

*THAT Council move into closed session in accordance with Section 239 (b) personal matters about an identifiable individual and Section 239 (e) litigation or potential litigation*

Not Listed  
on Agenda

**12.2 Chief Building Official Report - Service Agreement**

A verbal report from the Chief Building Official with respect to a Service Agreement.

Listed on  
Agenda –  
change in  
placement

**12.3 CAO Recruitment – Ratify Decision of Hiring**

Confidential report from the Human Resources Manager, to be distributed on desk.

**13. BUSINESS ARISING FROM CLOSED**

Not Listed  
on Agenda

2011-xx A by-law to approve an agreement between the Corporation of the county of Dufferin and Orangeville Police Service Board for the provision of 9-1-1 answering service for a five year period.  
(Authorization: Council – April 14, 2011)

**COMMUNITY SERVICES/  
DUFFERIN OAKS COMMITTEE OF MANAGEMENT  
COMMITTEE MINUTES – SPECIAL MEETING**



**Thursday, April 07, 2011**

The Committee met at 3.00 pm at 229 Broadway, Orangeville.

**Members Present:** Councillor Ed Crewson (Chair)  
Councillor Laura Ryan  
Warden Warren Maycock

**Members Absent:** Councillor Darren White (prior notice)

**Others Present:** Councillor Walter Kolodziechuk  
Councillor Ken McGhee  
Ms. Mimi Lowi-Young, CEO, Central West LHIN  
Mr. Joe McReynolds, Chair, Central West LHIN  
Mr. Terry Miller, Vice Chair, Central West LHIN  
Mr. Ken Topping, Central West LHIN  
Mr. David Colgan, Senior Director of Planning, Integration  
and Community Engagement, Central West LHIN

**Staff Present:** Jennifer Power, Acting Administrator of Dufferin Oaks  
Valerie Quarrie, Manager, Community Support Services  
Keith Palmer, Director of Community Services  
Tom Reid, Director of Ambulance Services  
Michelle Dunne, Council Committee Coordinator

Declarations of Pecuniary Interests - None

Chair Crewson welcomed everyone to the meeting and gave introductions.

**DELEGATION**

1. COMMUNITY SERVICES/DUFFERIN OAKS – April 7, 2011 - ITEM #1  
Central West LHIN

Mr. Joe McReynolds, Chair and Ms. Mimi Lowi-Young, CEO, Central West Local Health Integration Network (LHIN) addressed the Committee on the Health and Care Centre in Shelburne and provide an update on Central West LHIN activities in Dufferin County.

Mr. McReynolds gave an overview of the LHIN, and its goal to bring coordination of an integrated province-wide health care system. By meeting with local health care providers, community leaders and the public, they can make changes based on

understanding the needs of the community. Accountability agreements are now in place with all providers, hospitals, long-term care facilities and health care service providers. The LHIN is a mechanism to hold all providers accountable by assisting in the delivery of better health care that is focused on quality.

Ms. Lowi-Young updated the Committee on the activities of the Central West LHIN in Dufferin County. She discussed the local investment, including \$500,000 to go towards the Health& Care Centre for Shelburne. She detailed some of the programs the Central West LHIN has helped fund including \$146, 643 towards the Bridging you Home Program, \$58,000 to Dufferin County Community Services to enhance seniors transportation services and \$96,000 to Alzheimer Society of Dufferin for the First Link Dementia program.

Ms. Lowi-Young discussed Health and Care Centres, and how they are to be the primary point of access to the health system in bringing together all health and social services providers. The Centres broaden health care services to include health promotions, disease prevention, treatment rehabilitation and community support services. She noted the Mel Lloyd Centre is a good example of this approach by co-locating health care, social and community services in a single location. She stated that fundamentally the Health and Care Centre already exists in Shelburne.

The Implementation Work Group, which includes, Headwaters Health Care Board, Community Care Access Centre, Central West LHIN, Family Health Team, Hospice Dufferin, Alzheimer Society of Dufferin and Dufferin Oaks, holds meeting frequently and are working towards moving forward. They have established terms of reference and members and have recruited a Coordinator. They are working on identifying a host organization, developing agreement templates, engaging local physicians and developing a community engagement strategy.

Ms. Lowi-Young gave an overview of what is being worked on and what is in progress. She noted a commutations plan is being developed to build awareness for the Health and Care Centre model and noted an open house at the Mel Lloyd Centre is being planned in May. They are working with a local provider to expand the hours of service coverage. Their goal is to ensure the commitment of service providers will provide and develop services locally.

Some of the issues the committee discussed was the need for extended hours of service, patients that are not on the roster and the need for a nurse practitioner led clinic.

The committee discussed looking at the “host” organization taking the lead, to move forward. Chair Crewson noted that a motion from this committee was put forth last

year to show interest in Dufferin Oaks being the host organization and was submitted to an RFP that was issued.

The LHIN will call a meeting with all the stakeholders on April 15, 2011 to make a motion that would recommend Dufferin Oaks as the lead of the Health and Care Centre. The motion will go to the Central West LHIN Board to ratify the decision from the Implementation committee. Agreement templates will be sent out in advance to the stakeholders.

Chair Crewson thanked members of the Central West LHIN for attending.

The committee discussed what would need to be done prior to the Implementation Committee meeting. Mr. Tom Reid and Ms. Val Quarrie will call the stakeholders to see if there is support for Dufferin Oaks taking the lead. Ms. Jenny Power will contact the Family Health Team directly. A copy of the agreement with the LHIN will be requested prior to the meeting to see what is expected and will ask for a formal letter accepting us as the lead.

**ADJOURNMENT**

The meeting adjourned at 5:20 p.m.

Respectfully submitted

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Councillor Ed Crewson, Chair  
Community Services and Dufferin Oaks Committee of Management

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2011-xx**

**A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND ORANGEVILLE POLICE SERVICES BOARD FOR THE PROVISION OF 9-1-1 ANSWERING SERVICE FOR A FIVE YEAR PERIOD COMMENCING JULY 1, 2011.**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

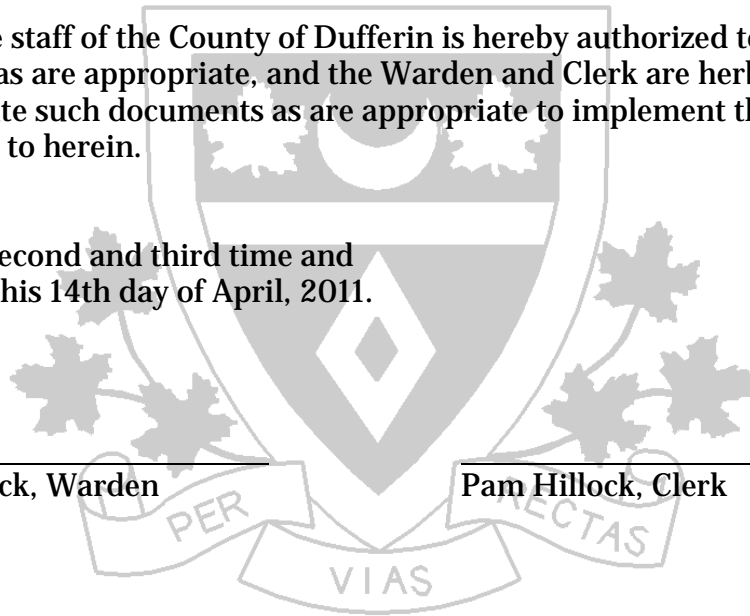
1. That the Agreement between the County of Dufferin and Orangeville Police Services Board, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the Warden and Clerk be hereby authorized to execute the agreement and affix the corporate seal thereto.
3. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 14th day of April, 2011.

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Warren Maycock, Warden

Pam Hillock, Clerk



This Agreement made in four (4) originally executed copies.

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

**CORPORATION OF THE COUNTY OF DUFFERIN**  
(“Municipality”)

**OF THE FIRST PART**

**AND:**

**BETWEEN:**  
**ORANGEVILLE POLICE SERVICES BOARD**  
(“Board”)

**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 Board 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

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

The Parties warrant that the recitals are true. **DEFINITIONS AND INTERPRETATION**

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

“Agreement” means 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 Board Headquarters in Orangeville.

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

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

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

## 1.0 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:

Orangeville Police Service  
390 C Line  
Orangeville, Ontario  
L9W 3Z8  
Phone: 519-941-2522  
Fax: 519-941-1279  
Email: [admin@orangevillepolice.ca](mailto:admin@orangevillepolice.ca)

County of Dufferin  
51 Zina Street  
Orangeville, Ontario  
L9W 1E5  
Phone: 519-941-2816  
Fax: 519-941-4565  
Email: [clerk@dufferincounty.on.ca](mailto:clerk@dufferincounty.on.ca)

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

3.1 The Municipality shall pay 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 \$100,000.00.
- (c) **Invoices** - The first invoice shall be issued immediately to the Municipality upon the start of the Agreement. The Municipality shall subsequently be invoiced quarterly and the invoice shall cover the time period for the subsequent calendar year, three-month period or portion thereof that this Agreement is in effect.

### **4.0 RESPONSIBILITIES OF THE Board**

The Board 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** – Own, operate and maintain, 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. The service level objective is answering 95% of all 9-1-1 calls within two rings. 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 Board 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 Board 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** – Own, operate and maintain an operational back-up CERB to which 9-1-1 Calls shall be transferred at the discretion of the Board or Bell Canada in the event that the primary CERB is unable to accept the 9-1-1 Calls.
- 4.7 **Communication with Non-English Callers/Disabled** - Make reasonable efforts to respond to 9-1-1 Calls from non-English speaking callers and service the hearing and voice impaired through a third-party agreement.
- 4.8 **Reporting** - Provide reports which show the overall efficiency of the CERB in answering 9-1-1 Calls, including the volume of 9-1-1 Calls quarterly. The Board must notify the municipality immediately in the event a critical failure.

## 5.0 RESPONSIBILITIES OF THE MUNICIPALITY

The Municipality shall:

- 5.1 **Payment** - Be responsible to the Board 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 Board 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 Board 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 Board 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 Board 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 Board 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 Board receives from the Municipality, Bell Canada or any other third party, and which the Board 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 Board 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 Board,

(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.

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 Board 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:

The Municipality and the Board agree that, where they are unable to reach an agreement with respect to matters set out herein, or with respect to the interpretation of any part of this Agreement, any one of the parties may request an independent facilitator to assist them in resolving such matters or interpreting such words or phrases.

If the County and the Board are unable to reach an agreement with respect to matters set out herein through 7.1, any one of the parties may refer the matter in dispute to an Arbitrator, whose decision shall be final. The appointment of the Arbitrator and the conduct of the Arbitrator will be governed by the Arbitrations Act, R.S.O. 1990, Chapter A-24.

## **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 1<sup>st</sup> day of July, 2011 until the 1<sup>st</sup> day of July, 2016.
- 9.2 **Renewal** - This Agreement may be renewed for a further term of 2 years, upon the Municipality giving six (6) months written notice to the Board 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 six months written notice of termination to the other Party, in which case this Agreement shall terminate six months 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 Board 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 Board, 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 COUNTY OF DUFFERIN**

\_\_\_\_\_  
Warren Maycock, Warden

Date: \_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Pam Hillock, Clerk

Date: \_\_\_ day of \_\_\_\_\_, 2011.

**ORANGEVILLE POLICE SERVICES BOARD**

Cynthia Rayburn  
Cynthia Rayburn, chair

Date: 7 day of April, 2011.