

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-37

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWNSHIP OF MULMUR. (9-1-1 Service Agreement)

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

1. That the Agreement between the Corporation of the County of Dufferin and the Corporation of the Township of Mulmur, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. 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 8th day of September, 2022.


Wade Mills, Warden


Michelle Dunne, Clerk



THIS AGREEMENT made the 3rd day of AUGUST, 2022 between;

**THE CORPORATION OF THE
COUNTY OF DUFFERIN
(hereinafter called County)**

And

**THE CORPORATION OF THE TOWNSHIP OF MULMUR
(hereinafter called Municipality)**

PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

TERM OF THE AGREEMENT

The term of this Agreement shall commence on August 03, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

WHEREAS: The County has been the 9-1-1 Authority¹ since 1994;

AND WHEREAS: The municipality wishes that the County continue as the local 9-1-1 Authority;

NOW THEREFORE: for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

¹ "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

A. 9-1-1 SERVICES BY THE COUNTY

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
 - a) Act as the local 9-1-1 Authority on the municipality's behalf;
 - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point² (P-PSAP)
 - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
 - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
 - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
 - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
 - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
 - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
 - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
 - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

² "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

B. ROLE OF THE MUNICIPALITY

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point³ for purpose of dispatching the appropriate:
 - a) Police, and;
 - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
 - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
 - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
 - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
 - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
 - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

C. FEES/PURCHASES:

³ "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

F. INDEMNITY AND INSURANCE

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
 - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
 - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
 - ii. Cross liability and severability of interest clauses;
 - iii. Contractual liability (both oral and written);

- b) Errors and Omissions Liability Insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
- d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

H. DISPUTE RESOLUTION

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

I. TERM AND TERMINATION

- 1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
- 2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

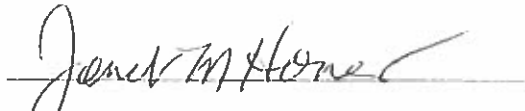
J. GENERAL PROVISIONS


- 1. The Municipality shall continue to actively promote 9-1-1 service within their community.
- 2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
- 3. The County shall cooperate and provide assistance to the Municipality as reasonably required by the Municipality to facilitate the provision of the Municipality's obligations under this Agreement.

4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
- 7 This Agreement may be amended by written amendment signed by both parties

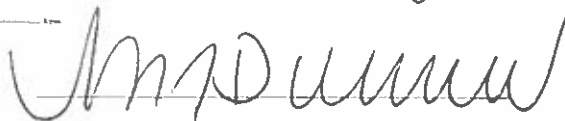
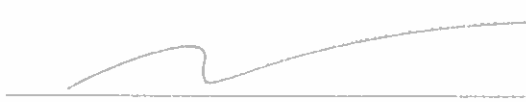
SIGNED

On behalf of the Corporation of the Township of Mulmur on the 3rd day of August, 2022


Janet Horner, Mayor


Tracey Atkinson, CAO/Clerk/Planner

On behalf of the Corporation of the County of Dufferin on the 29th day of August, 2022



Head of Council
Wade Mills, warden

Clerk,
Michelle Dunne

AUTHORIZED BY DUFFERIN COUNCIL

BY-LAW ~~RESOLUTION~~ NO. 2022-37

THE 8th DAY OF September, 2022.