

REGIONAL MUNICIPALITY OF DURHAM 9-1-1 SYSTEM AGREEMENT

This Agreement is made as of the ____ of _____, 2024 (“Effective Date”).

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM
(“**Durham Region**”)

- and -

DURHAM REGIONAL POLICE SERVICES BOARD
(“**DRPS Board**” or “**DRPS**”)

- and -

THE CORPORATION OF THE TOWN OF AJAX,
THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON,
THE CORPORATION OF THE CITY OF OSHAWA,
THE CORPORATION OF THE CITY OF PICKERING,
THE CORPORATION OF THE TOWN OF WHITBY,
THE CORPORATION OF THE TOWNSHIP OF BROCK,
THE CORPORATION OF THE TOWNSHIP OF SCUGOG,
THE CORPORATION OF THE TOWNSHIP OF UXBRIDGE
(Collectively “**Area Municipalities**” and individually “**Area Municipality**”)

WHEREAS:

- A. Municipalities may establish, maintain and operate a centralized communication system for emergency response purposes pursuant to the Municipal Act, 2001, S.O. 2001, c. 25;
- B. Durham Region is responsible for providing ambulance services and establishing a police services board for the provision of policing within the municipal limits of Durham Region;
- C. The Area Municipalities are responsible for fire services within each of their respective municipalities within Durham Region;
- D. Durham Region has approved the creation and implementation of a central communication system providing an emergency reporting service for police, fire and ambulance services known as the 9-1-1 EMERGENCY TELEPHONE REPORTING SYSTEM (“9-1-1 System”) for the persons within its municipal limits;

- E. The creation and implementation of the 9-1-1 System does not oblige Durham Region and the Area Municipalities to provide 9-1-1 System service to persons not residing within the municipal limits of Durham Region but who may nevertheless have access to the 9-1-1 System; and,
- F. The Parties have participated in the development of operating procedures, technical requirements, financial obligations and management structure of the 9-1-1 System.

NOW THEREFORE in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 PROVISION OF 9-1-1 SYSTEM

- 1.1 Durham Region agrees to maintain a 9-1-1 Primary Public Safety Answering Point (the "PPSAP") for the police, ambulance and fire services ("User Agencies") operated by the Parties within Durham Region for the purposes of providing a 9-1-1 System.
- 1.2 The PPSAP shall be located in the Communications Centre of the DRPS, subject to the terms and conditions of this Agreement and the terms of a separate service agreement between Durham Region and the DRPS Board respecting funding considerations of the PPSAP.
- 1.3 Durham Regional Council may alter the manner in which the 9-1-1 System service is delivered or terminate the delivery of the service at its sole discretion.
- 1.4 The Parties agree that a board as depicted in Appendix "A" to this Agreement shall be established for the purposes of administering the operation and delivery of the 9-1-1 System service (the "9-1-1 Board").
- 1.5 The service delivery provisions and related funding responsibilities and obligations for the administration, operation and delivery of the 9-1-1 System shall be set out in a separate service agreement between Durham Region and the DRPS Board.
- 1.6 The capital assets, software licenses, logos, and literature relating to the 9-1-1 System shall remain the property or under the responsibility of Durham Region.
- 1.7 Each User Agency operating a Secondary Public Safety Answering Point (SPSAP) for the 9-1-1 System agrees to participate in the operation and implementation of the 9-1-1 System and to promptly handle calls received on the 9-1-1 System and relayed to it.

- 1.8 Each User Agency agrees to submit an annual report to the 9-1-1 Board by March 1st of each calendar year that attests to their compliance with the 9-1-1 System Policy Manual approved by the 9-1-1 Board and summarizes the public complaints received by the User Agency relating to the 9-1-1 System and feedback of the User Agency and/or public on the operations of the 9-1-1 System and the PPSAP for the previous calendar year.
- 1.9 Each User Agency agrees to be accountable for their own privacy responsibilities related to their SPSAP, including but not limited to: incident and breach management response policies and procedures, risk and privacy impact assessments and mitigations, audits, software safeguards and security configurations.
- 1.10 In the event a User Agency becomes aware of a threat to the security of the PPSAP or personal or confidential information associated therein, a User Agency will immediately notify the Durham Regional Police Service ("DRPS") and Durham Region.

2.0 DESCRIPTION OF THE 9-1-1 PPSAP FUNCTION

- 2.1 The 9-1-1 System Policy Manual provides specifics of all policies which will govern the operations of the PPSAP.
- 2.2 The basic function of the PPSAP shall be the initial screening of the 9-1-1 calls from the public and the immediate transfer of those calls to the appropriate User Agency or User Agencies. "Immediate Transfer" means that the 9-1-1 caller would be put in communication with the appropriate User Agency as soon as is reasonably practicable. In the case of those calls requesting police service, the 9-1-1 Call Taker will continue with the call and obtain all information as required by DRPS. In the case of fire services, the call will be directed to the Oshawa Fire SPSAP to be transferred to the Brock, Clarington, Oshawa, Scugog and Uxbridge fire services or the Ajax Fire SPSAP for the Pickering and Ajax fire services. In the case of ambulance, the call will be directed to the Oshawa Ambulance Communication Centre SPSAP operated by the Ministry of Health for Durham Region.
- 2.3 The Parties agree that the performance expectation for the PPSAP shall be the National Emergency Number Association (NENA) Call Answering Standard/Model Recommendation NENA-STA-0.20.1-2020, as amended from time to time.
- 2.4 All User Agencies shall have access at no cost to review digital audio recordings and time records of the PPSAP pertaining to any 9-1-1 situation that involves the User Agency. The Parties hereby specifically consent, each with the other, to the

release of such information for the purposes of this Agreement and such consent shall operate as a specific consent to disclosure in accordance with any legislation governing the access to and release of such information. Any further dissemination of such information shall be in accordance with any requirements of the law and subject to the specific agency policy.

- 2.5 The PPSAP function is subject to alteration as required by the 9-1-1 Board and approved by Durham Regional Council or its designate.

3.0 9-1-1 BOARD

- 3.1 The 9-1-1 Board shall be responsible to ensure that the DRPS Board, through the DRPS, carries out its responsibilities for the normal day-to-day operation of the 9-1-1 System and PPSAP together with development and training of 9-1-1 System personnel. The 9-1-1 Board shall submit a written annual report and an annual operating budget and forecast to Durham Regional Council and such other reports as are requested of it from time to time by Durham Regional Council.
- 3.2 The 9-1-1 Board shall approve the 9-1-1 System Policy Manual, which shall contain the full particulars of the performance expectations, together with all operational and administration considerations for the 9-1-1 System. The 9-1-1 Board shall review the 9-1-1 System Policy Manual on an annual basis and may amend the manual as needed.
- 3.3 Administrative liaison between the 9-1-1 Board and the governing authority of any particular User Agency shall be the responsibility of the Board member representing the User Agency group of which that particular User Agency is a member.
- 3.4 The 9-1-1 Board shall meet every three months, at a minimum.

4.0 THE PPSAP MANAGER

- 4.1 The DRPS Inspector of the DRPS Communications/9-1-1 Unit shall be designated as the PPSAP Manager and shall be responsible to the 9-1-1 Board for the functioning of the PPSAP. The DRPS Inspector shall ensure that the PPSAP operates in accordance with the 9-1-1 System Policy Manual approved by the 9-1-1 Board.
- 4.2 The DRPS Inspector may delegate such operational responsibilities and duties relating to the PPSAP to managers or supervisors within the DRPS Communications/9-1-1 Unit as the DRPS Inspector deems appropriate with the exception of financial approval authorities as defined in the separate service

agreement between Durham Region and the DRPS Board. These duties are in addition to the Inspector's DRPS role as defined by the DRPS Chief of Police.

- 4.3 The DRPS Inspector shall report to and be responsible to the 9-1-1 Board and shall be present or shall appoint a delegate to be present at all 9-1-1 Board meetings to respond to questions or inquiries.
- 4.4 The DRPS Inspector shall be responsible for the efficient operation of the PPSAP and the rapid and accurate discharge of the duties of the PPSAP. The DRPS Inspector's duties include:
- a) through the DRPS Technical Manager, provide reports to 9-1-1 Board on compliance on call taking standards;
 - b) through the DRPS Technical Manager, provide reports on complaints from the public and recommendations to remedy any issues;
 - c) provide recommendations in response to complaints by User Agencies when brought to the 9-1-1 Board;
 - d) liaise with Communications Training Coordinator for Call Takers, their selection, and training;
 - e) through the DRPS Technical Manager, meet with User Agencies as needed to share technical information on changes to the 9-1-1 network;
 - f) provide recommendations for change to the PPSAP to the 9-1-1 Board;
 - g) provide recommendations for changes to the 9-1-1 System Policy Manual to the 9-1-1 Board; and,
 - h) such other duties as are assigned by the 9-1-1 Board, in consultation with the DRPS Chief of Police.

5.0 TERM

- 5.1 This Agreement will commence as of the Effective Date and will renew annually on the anniversary of the Effective Date unless this Agreement is terminated in accordance with the provisions of this Agreement.
- 5.2 Any amendment to this Agreement must be in writing and signed by all Parties, unless otherwise stated in this Agreement.
- 5.3 Durham Region or the DRPS Board may terminate this Agreement with 24 months' written notice to all other Parties.

- 5.4 An Area Municipality may terminate its participation with 12 months' written notice to the Parties. The decisions of an Area Municipality to terminate its participation in this Agreement shall not affect the application of the Agreement with respect to the remaining Parties.

6.0 DISPUTE RESOLUTION

- 6.1 Administration or operational disputes between any or all of the Parties hereto concerning the 9-1-1 System or the PPSAP (excluding any such dispute arising from a claim by any person who is not a Party hereto against Durham Region or any User Agency or Agencies) shall be finally decided by the Durham Regional Council or its delegate.

7.0 INDEMNIFICATION

- 7.1 The DRPS Board shall defend, indemnify and save harmless Durham Region, the Area Municipalities, the User Agencies and their respective past, current and future elected or appointed officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs, interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or wilful misconduct of the DRPS Board, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall survive the termination or expiration of this Agreement.

8.0 GENERAL

- 8.1 The recitals and paragraph headings form part of this Agreement.
- 8.2 Appendices "A" and "B" form part of this Agreement.
- 8.3 The 9-1-1 System Policy Manual is determinative, and for the purposes of this Agreement, of such matters as are contained therein but which are not otherwise addressed in the body of this Agreement.
- 8.4 This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement. With the exception of Appendix "B" which can change without total execution of this document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under the hands of their authorized signing officers as of the Effective Date:

Date: **THE REGIONAL MUNICIPALITY OF
DURHAM**

Name:

Title:

I have the authority to bind the
Corporation

Date: **DURHAM REGIONAL POLICE SERVICES
BOARD**

Name:

Title:

I have the authority to bind the
Corporation

Date: **THE CORPORATION OF THE TOWN OF
AJAX**

Name:

Title:

I have the authority to bind the
Corporation

Date: **THE CORPORATION OF THE MUNICIPALITY
OF CLARINGTON**

Name:

Title:

I have the authority to bind the
Corporation

Date:

**THE CORPORATION OF THE CITY OF
OSHAWA**

Name:

Title:

I have the authority to bind the
Corporation

Date:

**THE CORPORATION OF THE CITY OF
PICKERING**

Name:

Title:

I have the authority to bind the
Corporation

Date:

**THE CORPORATION OF THE TOWN OF
WHITBY**

Name:

Title:

I have the authority to bind the
Corporation

Date:

**THE CORPORATION OF THE TOWNSHIP OF
SCUGOG**

Name:

Title:

I have the authority to bind the
Corporation

Date:

**THE CORPORATION OF THE TOWNSHIP OF
UXBRIDGE**

Name:

Title:

I have the authority to bind the
Corporation

Date:

**THE CORPORATION OF THE TOWNSHIP OF
BROCK**

Name:

Title:

I have the authority to bind the
Corporation

APPENDIX 'A'

Administration of the Durham Regional 9-1-1 Telephone System is the responsibility of a Seven (7) Member Board.

Board Members are appointed as follows:

REPRESENTATIVE

APPOINTED BY

Regional Council (elected official)

Durham Regional Council

Police (Inspector,
Communications / 9-1-1 Unit)

Police Chief, DRPS

Police (Technical Manager,
Communications 9-1-1 Unit)

Police Chief, DRPS

Fire Agency (appointee)

Fire Chief's Committee

Ambulance Communications Centre
(Province)

Ministry of Health

Paramedic Services

Commissioner & Medical Officer of Health,
Region of Durham

Regional Council
(Finance Department staff member)

Regional Council, Region of Durham

The Chairperson will be a representative of either the Police or Fire Agencies, on a rotating annual basis.

The list of current 9-1-1 Board Members is identified in Appendix "B".

APPENDIX 'B'

Councilor Garrod
Regional Council representative
(as appointed by Council)

416-788-5388

bgarrod@uxbridge.ca

Gord O'Bienes
(Inspector, DRPS)

905-579-1520 Ext 6420
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Jerrett Wichman
(Technical Manager, DRPS)

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Mark Berney
(Chief, Scugog Fire Department)

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Wayne Spindler
(Manager, Oshawa CACC)

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Troy Cheseboro
(Chief, Region of Durham Paramedic Services)

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Mary Simpson
(Director of Risk Management, Economic Studies and Procurement, Finance Department, Region of Durham)

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