

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2014-12**

**Being a By-law authorizing the Execution of an Agreement with the Ontario  
Provincial Police (OPP) for the renewal of 9-1-1 Central Emergency Reporting  
Bureau (CERB) Services**

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**WHEREAS the Council of the Municipality of Magnetawan deems it in the public interest to  
enter into the Agreement to receive emergency services;**


**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF  
MAGNETAWAN ENACTS AS FOLLOWS:**

- 1. The Mayor and the Clerk-Administrator be hereby authorized to execute the  
agreement, as per attached Appendix 'A'.**
- 2. That this by-law be effective upon its adoption.**

**Adopted this 28<sup>th</sup> day of May 2014.**



**Mayor, Sam Dunnett**



**Clerk-Administrator, Roger Labelle**



FEB - 6 2014

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



Municipal Policing Bureau  
Police municipale Bureau

777 Memorial Ave.  
Orillia ON L3V 7V3

777, ave Memorial  
Orillia (ON) L3V 7V3

Tel: (705) 329-6200

Fax: (705) 330-4191

File Reference: SSC 04 – 197 C

January 31, 2014

Mr. Roger Labelle, Clerk-Administrator  
The Corporation of the Municipality of Magnetawan  
P.O. Box 70  
4304 Hwy 520,  
Magnetawan, ON P0A 1P0

Dear Mr. Labelle:

**Re: Renewal of 9-1-1 Central Emergency Reporting Bureau (CERB) Services Agreement between the Ontario Provincial Police (OPP) and the Corporation of the Municipality of Magnetawan**

As you aware, the current *Agreement for the Provision of 9-1-1 CERB Services* between the OPP and the Corporation of the Municipality of Magnetawan expires on September 2, 2014. Under section 9.2 of the current Agreement, your community has the option of extending the contract under the same terms and conditions, save for costs, by providing written notice to the OPP. Your community also has the choice of entering into a new version of the current Agreement with the OPP. Should your community choose this option; the OPP will require a certified true copy of a By-Law from the Corporation of the Municipality of Magnetawan authorizing the new Agreement.

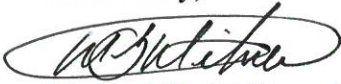
Municipal Policing Bureau has prepared a 9-1-1 CERB Services renewal information package for your Corporation. Included in the package is a draft version of our current 9-1-1 CERB Services Agreement for your Corporation to review and an information document outlining the OPP provision of 9-1-1 CERB Services. Please note in the attached draft version of our current 9-1-1 CERB Services Agreement we now maintain all digital voice records for five (5) years (Section 4.5 in the Agreement). Additionally, the current term for the Agreement is now five (5) years.

The population of the community served by your Corporation determines costs for this service. Subject to section 3.1(b), upon renewal, your annual costs for the provision of this service for a further 5 year term will be **\$671.52**, based upon a population of 1,197 residents as noted in the current Agreement. If this population figure is inaccurate, please advise Municipal Policing Bureau what the accurate population is for your community, and the cost will be amended accordingly.

Council MTD. of Feb. 26, 2014  
Agenda Item # \_\_\_\_\_

If you have any questions or concerns about this process or our response to your questions, please call me at (705) 329-6451 or e-mail [Michael.Milner@ontario.ca](mailto:Michael.Milner@ontario.ca).

Yours truly,

A handwritten signature in black ink, appearing to read "M. G. Milner", enclosed within a hand-drawn oval.

M. G. (Mike) Milner, Sergeant  
Contract Analyst, Specialized Services Agreements  
Municipal Policing Bureau

/mgm

c: Commander, Municipal Policing Bureau

**Template for the  
O.P.P. 911 CERB Services  
Agreement**

This Agreement made in four (4) 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 MUNICIPALITY OF MAGNETAWAN  
(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 Municipality of Magnetawan  
P.O. Box 70  
Magnetawan, ON P0A 1P0  
Attention: The Mayor  
FAX: (705) 387-4875

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 **\$671.52** based on the Municipalities' residential population of **1,197** at a per capita cost of **\$0.561**. The per capita cost shall remain constant for the 5-year term of this agreement.
- (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 the Agreement is in effect. 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 3<sup>rd</sup> day of September 2014 until the 2<sup>nd</sup> day of September 2019.
- 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:

**The Corporation of the Municipality of Magnetawan**

\_\_\_\_\_  
Reeve

Date: \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Clerk

Date: \_\_\_\_ day of \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
Provincial Commander

Date: \_\_\_\_ day of \_\_\_\_\_, 2014.

**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 MUNICIPALITY OF MAGNETAWAN**

**(Insert Bylaw Here)**

DRAFT





# **OPP PROVISION**

**Of**

**9-1-1**

# **CENTRAL EMERGENCY REPORTING BUREAU (CERB) SERVICES**

*2014 Version*

## **OPP 9-1-1 CERB Services**

The Ontario Provincial Police (OPP) has over ninety years of experience in providing services to municipalities throughout the Province of Ontario. Many of the services, including policing, communications and 9-1-1 Central Emergency Reporting Bureau (CERB), are provided under contract.

Trained personnel have expertise in both call taking and dispatch functions and are available to provide 9-1-1 CERB services 24 hours per day, seven days per week.

Presently, the OPP has over 90 contracts for 9-1-1 CERB Services (also known as PPSAP; Primary Public Safety Answering Point), with municipalities and Local Services Boards across Ontario.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 CERB services, the resources of the Provincial Communications Centre will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages to the Municipality include:

- assurance of the adequacy of the service;
- utilization of effective, state of the art technology;
- service provided at a defined cost.

The following information contained in this document describes CERB services as provided by the OPP.

## **Technical and Operational Information**

### **Provincial Communications Centres Providing Call Reception**

A Provincial Communication Centre is the incoming call centre and acts as the primary interface between the public and the OPP for both routine and emergency calls, including 9-1-1. The OPP currently operate five (5) Provincial Communication Centres in Ontario. All OPP Provincial Communication Centres operate in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards). The OPP currently provides 9-1-1 CERB services to numerous municipalities throughout the province.

The OPP will provide year-round 9-1-1 CERB services to the Municipality, 24 hours per day through one of two Provincial Communication Centres. The North Bay Provincial Communication Centre is designated as the primary call reception centre, with the Orillia Provincial Communication Centre serving as the backup location. This will be required as part of the Bell conversion (cutover) plan. Staff and system requirements necessary for the provision of this service to the municipality will be available upon acceptance of the OPP as the provider of CERB services. 9-1-1 calls will be answered and directed to the various public safety agencies within the municipality's PERS E9-1-1 service. In order to accommodate 9-1-1 CERB responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be done without any cost to the municipality as part of a cutover plan.

### **Staffing of Provincial Communication Centres**

The OPP staffs all of its Provincial Communication Centres, including the North Bay location, with OPP personnel, both civilian and uniform. The OPP also manages all of the personnel and equipment in these facilities required to receive and process all emergency calls directed to the CERB. A Provincial Communication Centre is normally staffed based on historical workloads and software that identifies the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the call-taker and dispatcher functions are separated, although all operators are trained to perform either role. On-duty senior civilian Communication Operators and Sergeant Team Leaders provide full time supervision and support.

In addition all OPP Provincial Communication Centres, including the North Bay CERB location, have a Sergeant Team Leader on duty at all times (24 hours a day, 365 days a year) to provide full time supervision and support.

The OPP is thoroughly familiar with the operation of the PERS E9-1-1 system, as it is a part of normal day-to-day operations. The OPP provides 9-1-1 downstream services for most PERS E9-1-1 services throughout the province and is also a major public safety agency providing police services throughout the province. As such, our personnel have considerable experience in dealing with emergent situations and serving the public

directly. This experience and fundamental orientation will be of benefit to the citizens of the Municipality.

### **Training**

The provision of communications is a mission critical service for the OPP and as such, considerable resources and training are dedicated to these functions. A quality assurance program has been implemented to ensure employees are adequately trained and standard operating procedures are adhered to. All applicants for OPP communication operator positions are subjected to a rigorous screening process involving interviews, testing (CRITICALL), grammar and computer skills; and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communication Centre, and are matched with a peer monitor during their initial transition. The operation of PERS E9-1-1 is performed utilizing the Bell Canada Standards Manual. The OPP is a primary and secondary CERB provider for numerous 9-1-1 services and operates in this environment continually.

### **Standards**

The OPP operation is guided by OPP Standard Operating Procedures that incorporates the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within 2 rings. This performance level is normally exceeded. Performance of all call answering activity is measured and reviewed daily. The 9-1-1 CERB calls are the highest rated priority in the system and are always answered first.

Note: The standard ringing cycle is 6 seconds and is fixed by the telephone company. Accordingly, the maximum time for 2 ringing cycles is 12 seconds from start to finish.

Each Provincial Communication Centre is equipped with digital reader-boards that display the number of calls waiting in the queues and the time for the longest outstanding call. During peak periods the reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. When call activity is consistently high, built in Automatic Call Distribution (ACD) provides system flexibility, allowing communicator team leaders to re-assign call taking duties to address call volume fluctuations. During peak periods the reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Use of this equipment facilitates efficiencies in call answering.

### **Redundancy and Back-up Sites**

Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Telephones: Within each Provincial Communication Centre, there are two (2) telephone systems that back up each other, totaling four (4) systems. The main AVAYA CS100M system includes redundant CPU memory and network, and is supported by a back-up AVAYA CS100E and an AVAYA Aura Contact Centre Server ACD that provides full functionality for call-taking and dispatch operations in the event of a main CS100M system failure. The systems can be transferred from one to the other, either automatically or manually, as the situation requires.

Power Supply: Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with Uninterrupted Power Supply (UPS) systems. Power to the Provincial Communication Centre is provided through banks of batteries, which are continually recharged by AC power. In the event that a failure of AC power occurs, a diesel-powered motor/generator set activates and continues to charge the battery system. This design promotes a stable environment enhancing the operation of computer systems. Either Provincial Communication Centre is capable of remaining on line indefinitely, provided fuel for the generators is maintained. Even without recharging, the battery system was designed to provide power to the Provincial Communication Centre for a minimum of twelve hours.

Back Up Site: The operation of a Provincial Communication Centre is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes PERS E9-1-1 service (CERB and secondary) and regular OPP direct dial services via 888-310-1122/33. It should also be noted the telephone company services (regular Central Office and PERS E9-1-1) for both the Orillia and North Bay Provincial Communication Centres are provided via a fiber ring that provided redundant access from the local Bell Central Office. Both locations are also served by different Bell DMS switching systems.

### **Multi-Language/Hearing-Voice Impaired Calls**

All 9-1-1 calls are initially addressed in English. However, there are personnel on staff within the Provincial Communications Centre on each shift who are conversant in the French language. The OPP will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French.

The OPP is a subscriber to Language Line Services (formally AT&T Language Services) and regularly uses this service to access translation services. Each Provincial Communication Centre is equipped with two (2) TDD/TTY devices, which are connected to the telephone systems and PERS E9-1-1 calls can be transferred as required. These

devices are also utilized by the OPP to provide similar service through the direct dial 1-888-310-1133 number.

### **Multi-Channel Digital Logging Equipment**

Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with Multi-Channel Digital Logging equipment. Multi channel digital recorders also provide continuous long-term storage on a 24-hour per day basis. The logger recordings are retained on compact discs in a secure environment at the Provincial Communications Centres. The OPP utilizes the Digital Voice Disc (DVD) recorder system, which allows instantaneous access to all communications, including 9-1-1 calls within the Provincial Communications Centre. This includes, but is not limited to, queries about conversations over the radio system, tape requests, concerns from officers and dispatchers/call takers, and allows for the auditing of calls for quality control purposes. Records are retained for a five (5) year period. DVD recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

### **Automatic Number/Location Identification Equipment (ANI/ALI)**

All communicator consoles are equipped with Informer panels for display of ANI/ALI data. All Bell PERS E9-1-1 ANI/ALI data and associated information received with each individual E9-1-1 call is recorded on a hard copy printer. The PERS printer records are also kept in a secure environment at the Provincial Communication Centre with a retention period of 180 days. The OPP only record the portion of the call where they are the Agency in control. Once the call has been transferred to the appropriate agency, it is no longer recorded by the OPP. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data will continue to be downloaded automatically to all secondary CERB agency systems as part of their interface to PERS E9-1-1, including the Ministry of Health. Bell is the provider of ANI/ALI data. The OPP will use the PERS system to pass ANI/ALI data on to any other agency that has the capability to receive it.

The OPP does not manually log any calls. PERS E9-1-1 printer records are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

The OPP is prepared to provide to authorized individuals, copies of PERS printer data and /or copies of audio recordings, as it directly pertains to the Municipality's CERB operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least 5 days prior to the end of the 180 day retention period, in the case of PERS printer records, or at least 5 days prior to the end of the five (5) year retention period in the case of audio recordings. The OPP will retain the originals until such proceedings are complete.

### **Online Conferencing**

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the CERB will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the secondary CERB that receives the 9-1-1 call from the CERB, to manage the situation and conference others as required. The OPP can add a fourth party (i.e. Language Line Services) via the Meridian conference feature.

### **Reports**

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the CERB operation in answering 9-1-1 calls and the volume of calls handled for the Municipality.

The OPP notifies Bell of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the PERS system to Bell Canada.

### **Costs**

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

### **Additional Charges:**

The per capita rate shall remain constant for the term of the Agreement for CERB Services. The annual rate shall be reviewed at the end of every calendar year the Agreement is in effect. 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 OPP the revised annual rate. The OPP 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.

### **Allowances for business interruptions:**

Due to the equipment redundancy and back-up provisions, the OPP do not expect any disruption to CERB service. To date there has been no service interruptions to CERB services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.

