



SPECIAL COUNCIL MEETING AGENDA
Held on Tuesday, March 28, 2023 at 5:00 PM
Via Telephone and Video and In-Person

Teleconference Toll Free Number – 1-833-311-4101
Access Code: 2631 915 3944

Video Conference Link: [Click here](#)
Access Code: 2631 915 3944

| | |
|-----------|---|
| 1. | Call Meeting to Order |
| 2. | Disclosure of Pecuniary Interest & General Nature Thereof |
| 3. | Public Question/Comment (Only Addressing Motion(s) or Reports on the Agenda) |
| 4. | Presentation |
| | 1. Carole Steacy, Police Communicator / NG911 Project Lead – Next Generation 911 (NG911) Overview |
| 5. | Staff Report |
| | Scott Gee, Chief of Police |
| | Council-POL-2023-02 – Next Generation 911– Funding Agreement and Award of Contract |
| 6. | Questions from the Media |
| 7. | Confirmation By-law |
| | By-law No. 2023-042 – Confirm the proceedings of Council for its special meeting held on Tuesday, March 28, 2023 (3 Readings) |
| 8. | Next Meeting – Tuesday, April 4, 2023 @ 6:00 PM |
| 9. | Adjournment |

The Town invites and encourages people with disabilities to attend and voice their comments in relation to accessibility related reports. For those who are unable to attend, the Town encourages the use of the Customer Feedback Form found on the Accessibility Page on the Town’s website.

GANANOQUE POLICE SERVICE

www.gananoquepoliceservice.com

911 MODERNIZATION

NG 911
NEXT GENERATION



INTRODUCTION

I am Carole Steacy, a communicator with the Gananoque Police Service and at the end of this month I will have completed my 28th year, 4 years part-time and 24 full-time. As part of my duties I am responsible for the administrating and training of all computer applications within the Gananoque Police. I am the liaison for our off-site IT department and most important, for the matter at hand, I am the PSAP Manager.

I have been attending meetings and conferences with NG911 content since 2017. I am not an expert by any means, but I do know some about NG911 and I hope to pass on a little knowledge to you this evening.



DEFINITIONS

- The Next Generation network for 9-1-1 (NG911) will allow transmission of data, in addition to voice, to accompany calls for service in the form of **text messages, photos and video files** from **citizens and other sources** to primary and secondary PSAPs/CACCs. CURRENTLY ONLY REGISTERED HEARING IMPAIRED AND COMM CENTRE SUPERVISORS (FOR TRAINING PURPOSES) CAN TEXT 911.
- A PSAP is a “Primary Safety Answering Point” which is what our communications center functions as, what this means is when you dial 911 in Gananoque and area the call is answered by a communicator in the Gananoque Police Comm Centre where they will deal with all police and fire related calls, down streaming any other calls to ambulance and other services required outside of the town.

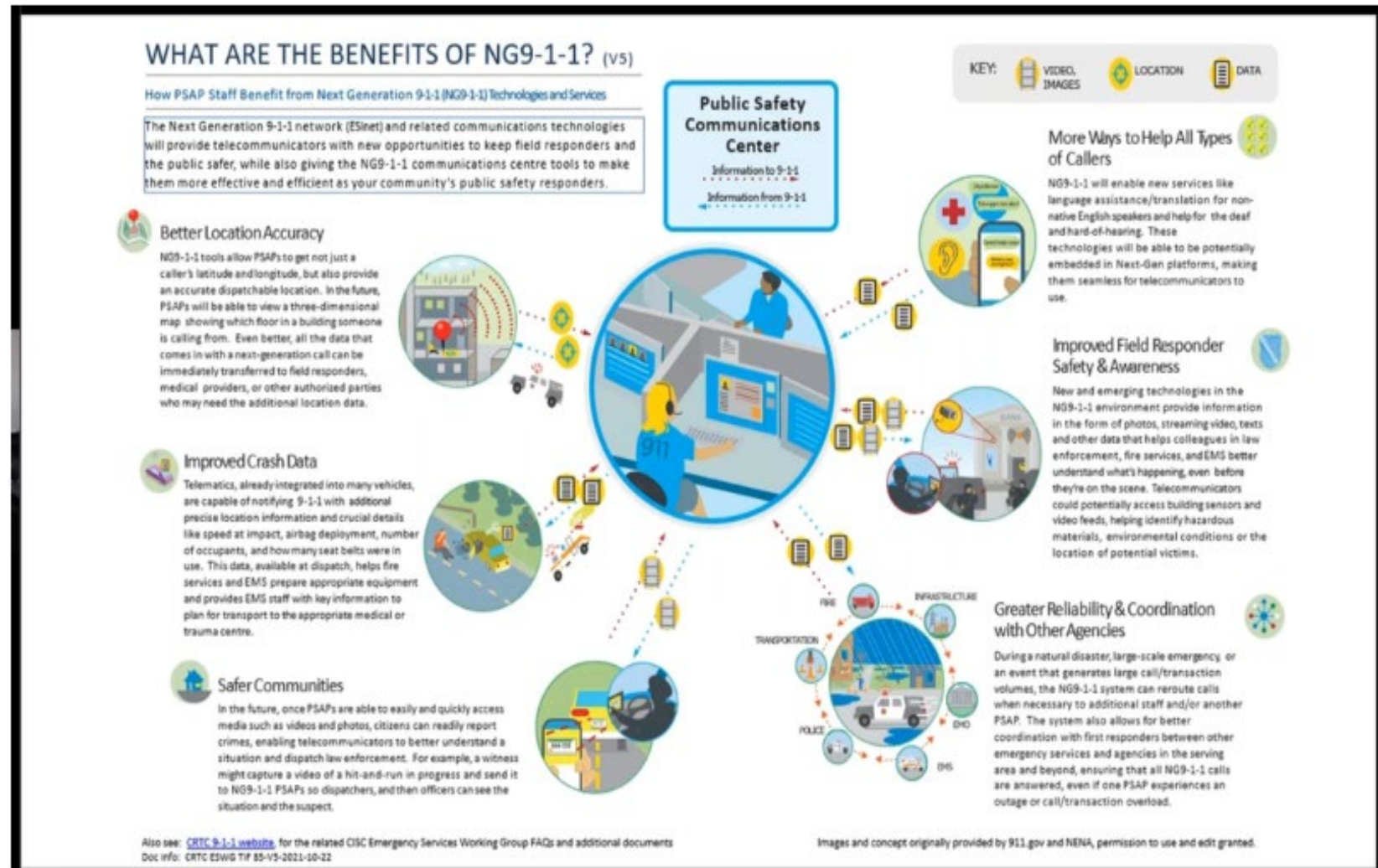
NG911 IS NOT A CHOICE:

- NG911 will require changes to hardware and software as well as services such as; processes, standard operating procedures, staff training, and more.
- NG911 is not just about new technology. It provides enhanced situational awareness and new opportunities for collaboration and transformational change in 911 service delivery and emergency service operations.
- **Why is NG911 so Important?** The original 9-1-1 system was designed for analogue wireline phones, connected directly to central offices and then to the local Public Safety Answering Point (PSAP). This was based on the latest and greatest technology available... in the 1950's. A life before the advent of the internet, mobile phones, and the "i-Generation". As technology advanced, so did the need for to allow us to get our information on the move. We now carry more digital processing power on our belts, in our purses or back-pockets than the computers that landed the Apollo 11 on the moon in 1969.
- As these mobile devices are designed for use in the Internet Protocol (IP) world, our 9-1-1 networks and emergency response telecommunications systems need to adapt and be capable of accepting information from these devices. NENA has adopted the "Any device, Anywhere, Anytime" digital philosophy when referring to how NG9-1-1 should be accessible. In the future, a request for emergency response might not come into the Communications Centre as a 9-1-1 phone call but rather via electronic request from a mobile or Internet of Things (IoT) connected device. In time, Canadians will realize voice, Real-Time-Text(RTT), data and pictures/video will be able to be received by any Communications Centre.
- **Impacts and Timelines?** We have a short 2 years to be compliant, therefore this needs immediate action.

WHAT ARE THE BENEFITS OF NG911?

NG911 and the related communications technology will provide communicators with the opportunities to keep responders (police and fire) and the public safe while also giving the communications centre the tools to make them more efficient, such as:

- Greater Reliability and Coordination with Other Agencies
- Improved Field Responder Safety and Awareness
- Better Location Accuracy
- Safer Communities
- More Ways to Help All Types of Callers
- Improved crash data.





THINGS TO CONSIDER

- Moving to NG911 will have unexpected impacts on current processes.
- Some capabilities cannot be tested ahead of time.
- We cannot underestimate the time needed to migrate.
- Vendors will need extra time to obtain hardware due to supply chain issues and develop patches as unanticipated issues occur.

And...

- We cannot compare the current 911 system to NG911 as that is an apple to oranges comparison.



CONCLUSION

We MUST

- Involve all our stakeholders.
- Implement communication and collaboration practices with both internal and external stakeholders – which is why we are here today.
- Consider the long-term impact it will have on GPS, GFD, the Town of Gananoque and more importantly the citizens of Gananoque, which in my opinion will be nothing but positive

GANANOQUE POLICE SERVICE

www.gananoquepoliceservice.com

[For More information:](#)

<https://crtc.gc.ca/eng/phone/911/gen.htm>

Questions?



Carole Steacy

Police Communicator #130 / Computer Administrator / 911 PSAP Mgr, Gananoque Police Service

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e: csteacy@gananoquepolice.com | w: gananoquepoliceservice.com

a: 340 Herbert Street, Gananoque, ON, K7G 1R1

NG 9-1-1 BACKGROUND DATES

- 2007 – Conversations began and Identified NG911 required
- 2017 - CRTC Policy
- 2019 – CRTC Decision (5 years) (2024 full implementation)
- Updated date for full implementation March 2025

NG 9-1-1 GRANT FUNDING TIMELINES

- April 2022 – Ontario announced \$208 Million in funding support in Ontario
- November 28, 2022 – Call for year 1 applications and readiness survey
- January 10, 2023 - Readiness survey submitted (required for year 2 & 3 funding)
- March 1, 2023 - \$620,000 in funding awarded in year 1 (April 1, 2022 – March 31, 2023)
- March 21, 2023 – Gananoque Police Services advised of year one funding, requirements and timelines
- March 24, 2023 – Letter of Intent
- March 31, 2023 – TPA dated, signed and returned to ministry.
- All funds to be invoiced by March 31, 2023.



Council Report – POL-2023-02

Date: March 28, 2023

IN CAMERA

Subject: Next Generation 911– Funding Agreement and Award of Contract

Author: Scott Gee, Chief of Police

OPEN SESSION

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2023-040, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN THE ONTARIO TRANSFER PAYMENT AGREEMENT WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL REGARDING A GRANT IN THE AMOUNT OF \$620,000 FOR NEXT GENERATION 9-1-1, AS PRESENTED IN COUNCIL REPORT POL-2023-02.

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2023-041, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH OWEN SOUND POLICE SERVICE IN THE AMOUNT OF \$493,155.51 (LESS THE TOWN'S PORTION OF THE HST) FOR NEXT GENERATION 9-1-1 SERVICES, AS PRESENTED IN COUNCIL REPORT POL-2023-02.

STRATEGIC PLAN COMMENTS:

Sector 3 – Financial Sustainability – Strategic Initiative #1: Ensure that Gananoque is and remains an affordable place to do business and raise a family. Action E) Have staff seek out and apply for all grant opportunities.

Sector 5 – Community Protection – Strategic Initiative #1: Continue to seek out new ways of cost effectively delivering emergency services.

BACKGROUND:

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunication Commission (CRTC) has mandated the emergency telecommunications networks and 9-1-1 call centres, also referred to as Public Safety Answering Points (PSAPs), must transition to a new 9-1-1 communication system, known as Next Generation (NG9-1-1), by March 4, 2025.

Once fully implemented, the new NG9-1-1 system will make it easier to provide additional details about emergency situations, such as video from the scene of an accident and ability to text 9-1-1 when requesting immediate help from police, fire, or ambulance services. It will also give emergency operators and dispatchers the ability to identify the location of a call using Global Positioning System (GPS) coordinates, resulting in a safer, faster, and more informed emergency response.

The changeover from the current system to the NG9-1-1 system comes at a major financial cost to the Town. Staff have been proactive in seeking out quotations and applying for grant opportunities.

The Ontario government has earmarked \$208 million to help municipalities transition to NG9-1-1 technology. In late 2022, the Town applied for funding through the Next Generation 9-1-1 (NG9-1-1) Grant Program. The Town was notified that it was successful on March 21st, 2023. All funds must be spent by March 31st, 2023. To achieve this short deadline, the Town must move quickly to meet these aggressive implementation timelines.

INFORMATION/DISCUSSION

The grant is to begin on April 1, 2022 and conclude on March 31, 2023. It will cover the costs of NG9-1-1 implementation in accordance with the scope of works provided in the quote and grant criteria. The Gananoque Police Service will utilize the funding for the phase one transition costs including but not limited to licensing, hardware, software, training, cyber security, training, consulting, and project management.

As there is no time to issue a formal RFP, the Town is looking to use previously obtained quotations. On file quotes were reviewed as follows:

| Quote # | Initial Costs | Yearly costs | Notes | Rank |
|---------------------------|---------------|--------------|---|------|
| Owen Sound Police Service | \$493,155.51 | \$0 | *Supported *project mgmt. *established NG911 application *hosted solution *full service and support *training *security/risk mitigation | 1 |
| Solacom | \$747,540.20 | \$0 | *Shared solution *not available | 3 |
| Netagen | \$799,814.00 | \$300,082.80 | *Supported *stand alone *project mgmt. *training *supported *security | 2 |

NOTE:

- PRICES INLCUDE HST
- QUOTES FROM VENDOR 2 AND 3 ARE FROM 2021/2022
- VENDOR 1 QUOTE IS CURRENT

APPLICABLE POLICY/LEGISLATION:

Broader Public Sector Accountability Act, 2010 (Ontario)
Procurement By-law 2015-087

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

The grant is in the amount of \$620,000. It is a 100% funded grant.

CONSULTATIONS:

Shellee Fournier – Chief Administrative Officer
Melanie Kirkby – Treasurer
Gord Howard – Fire Chief

ATTACHMENTS:

- Ministry of Solicitor General – Confirm Funding Support
- Ontario Transfer Payment Agreement
- Letter of Intent dated March 23, 2023
- Owen Sound Police Service – NG911 Hosted Call Handling Solution
- Draft By-law No. 2023-040 being a By-law to authorize the Mayor and Clerk to sign the Ontario Transfer Payment Agreement with the Solicitor General
- Draft By-law No. 2023-041 being a By-law to authorize the Mayor and Clerk to sign an agreement with Owen Sound Police Service for Next Generation 9-1-1 Services

| | |
|-----------------|---|
| APPROVAL | Scott Gee, Chief of Police |
| | Shellee Fournier, CAO |
| | Melanie Kirkby, Treasurer Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council's own policies and guidelines and the <i>Municipal Act</i> and regulations. |

Ministry of the Solicitor General

Ministère du Solliciteur général



Emergency Services Telecommunications
Division

Division des télécommunications des services
d'urgence

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Toronto, ON M7A 0C1

21, rue College, bureau 300
Toronto (Ontario) M7A 0C1

Telephone: 437 226-3905

Téléphone: 437 226-3905

March 1, 2023

The Town of Gananoque / Gananoque Police
30 King Street East, Town of Gananoque, ON
K7G1E9

Att: Scott Gee, Chief of Police

Dear Chief Gee,

Thank you for your application for the Next Generation 9-1-1 (NG9-1-1) transition funding support that was announced on November 28, 2022.

I am pleased to confirm the Ministry of the Solicitor General (the Ministry), Emergency Services Telecommunications Division, commitment to provide \$620,000.00 funding in support of The Town of Gananoque / Gananoque Police eligible expenditures as noted in the Transfer Payment Agreement. The Ministry is providing this funding in its 2022-23 fiscal year to support your transition to the new NG9-1-1 requirements by the federally mandated timeline of March 4, 2025. A report back of eligible expenditures made from April 1, 2022, through March 31, 2023 will be required by July 31, 2023.

As part of this process, an executed Transfer Payment Agreement is required, dated no later than March 31, 2023. Understanding that the Ministry's year-end timelines are rapidly approaching, and your Transfer Payment Agreement may require time to go through your internal approval processes, we have attached a Letter of Intent template (Please see Appendix A below) for you to send back to us to confirm your commitment to the funding and to executing the Transfer Payment Agreement.

To secure the funding and allow time for the Transfer Payment Agreement approvals, the Ministry requests a signed copy of the Letter of Intent no later than **March 24, 2023**.

Attached please find the Transfer Payment Agreement for signing. The Transfer Payment Agreement should be signed by an authorized signatory and should be dated on or before **March 31, 2023**. Please submit a scanned version to our office at estd.ng9-1-1@ontario.ca no later than **April 14, 2023**.

Please be assured that the government is committed to continuing to work with its partners to assist Public Safety Answering Points in Ontario with their transition to NG9-1-1 and we look forward to working with you to finalize the Transfer Payment Agreement. Once executed Transfer Payment Agreements are received, we will commence the process to release funding to you.

Sincerely,

Joy Stevenson
Assistant Deputy Minister
Emergency Services Telecommunications

CC Maria Duran-Schneider, Associate Deputy Minister, Ministry of the Solicitor General

Marc Okada, Executive Advisor, Deputy Minister's Office, Ministry of the Solicitor General

Phil Thompson, Director, NG9-1-1 and PSBN, Ministry of the Solicitor General

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1 day of April, 2022

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the "Province")

- and -

**CORPORATION OF THE TOWN OF GANANOQUE
(Gananoque Police)**

(the "Recipient")

BACKGROUND

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunications Commission (CRTC) has mandated the emergency telecommunications networks and 9-1-1 call centres, also referred to as Public Safety Answering Points (PSAPs), must transition to a new 9-1-1 communications system, known as Next Generation 9-1-1 (NG9-1-1), by March 4, 2025.

Once fully implemented, the new NG9-1-1 system will make it easier to provide additional details about emergency situations, such as video from the scene of an accident and ability to text 9-1-1 when requesting immediate help from police, fire, or ambulance services. It will also give emergency operators and dispatchers the ability to identify the location of a call using Global Positioning System (GPS) coordinates, resulting in a safer, faster, and more informed emergency response.

To support PSAPs with their transition to NG9-1-1, the Ontario government is investing \$208 million over three years to enhance the province's 9-1-1 emergency response system. A call for applications for year one funding in 2022-23 was publicly announced on November 28, 2022 and closed on January 10, 2023.

This Transfer Payment Agreement is prepared under this program to support your PSAP to meet the March 4, 2025 federally mandated deadline with eligible expenditures to implement technology and infrastructure upgrades to support your transition to NG9-1-1.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Reports, and
any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO as
represented by the Solicitor General**

Date

Name:
Title:

**CORPORATION OF THE TOWN OF GANANOQUE
(Gananoque Police)**

Date

Name:
Title:
I have authority to bind the Recipient.

Date

Name:
Title:
I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan

attached to the Agreement as Schedule "D"; and

- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "E", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the

expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial 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 the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate as a PSAP

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;

- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

- A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, or personal delivery one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, or personal delivery.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or

enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|---|
| Maximum Funds | \$620,000.00 |
| Expiry Date | July 31, 2023 |
| Amount for the purposes of section A5.2 (Disposal) of Schedule "A" | \$620,000.00 |
| Insurance | \$ 2,000,000.00 |
| Contact information for the purposes of Notice to the Province | Name: Phil Thompson Position: Director Address: 21 College Street, Suite 301 Toronto ON M7A 0C1 Email: Phil.Thompson@ontario.ca |
| Contact information for the purposes of Notice to the Recipient | Name: Position: Address: Email: |
| Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement | Name: Position: Address: Email: |

Additional Provisions:

None

SCHEDULE "C" PROJECT

Ontario's 9-1-1 emergency communication system has reached its end of life. It is unable to integrate with digital platforms and modern telecommunications technologies and requires a systemic overhaul to continue to provide life-saving services.

The Canadian Radio-television and Telecommunications Commission (CRTC) mandated that emergency telecommunications networks, service providers, and Public Safety Answering Points (PSAP), must transition to a new digital 9-1-1 platform, referred to as Next Generation 9-1-1 (NG9-1-1), by March 4, 2025. At that time, all legacy 9-1-1 systems will be decommissioned.

Bell Canada is designated by the CRTC as the Incumbent Local Exchange Carrier (ILEC) responsible for the provision and support of the 9-1-1 network in Ontario and they are also responsible for the 9-1-1 network transition to NG9-1-1. The Recipient currently operates a PSAP which is connected to the Bell Canada 9-1-1 network and will acquire NG9-1-1 technology that is compliant to the NENA i3 standard and the Bell Canada User to Network Interface (UNI) document. The Recipient can request both of these documents from their Bell Canada 9-1-1 service manager if required.

Funding has been provided to the Recipient to support the implementation and operationalization of the NG9-1-1 system within their PSAP. The NG9-1-1 system may include:

- Border Control Function (BCF)
- Call/Media Handling Functions (NENA i3 Interfaces and Specifications)
- Call/Media Logging Functions
- PSAP Hardware/Software
- System Management (domain name resolution, network time, security administration, IP network administration, system network monitoring, anti-virus, management information systems)

Costs associated with the Recipient's PSAP transition to NG9-1-1 must relate to the eligible costs identified in Schedule D – Budget.

SCHEDULE "D"

BUDGET

Funding provided to the Recipient must be used to support the implementation and operationalization of NG9-1-1 technology within the Recipient's PSAP. Funding will be provided on a one-time basis and must be spent in accordance with the eligible cost categories defined below. The Recipient must demonstrate how the funding has been spent and provide a financial report at the end of the contract term as outlined in Schedule E.

NG9-1-1 Funding - Eligible Costs by Category

NG9-1-1 Technology Upgrades

- NG9-1-1 hardware, software, licensing costs
- NG9-1-1 call handling system compliant with the NENA i3 standards capable of processing NG9-1-1 voice and data records
- Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony interfaces
- Computer Aided System (CAD) NG9-1-1 system integrations
- Records Management System (RMS) NG9-1-1 system integrations
- Local Area Network (LAN), Wide Area Network (WAN) design configuration, capacity, security
- Radio system NG9-1-1 integrations
- Cybersecurity (including assessments/testing and technical systems to protect the PSAP from a cyber incident)

NG9-1-1 Project Support

- Project management required to implement NG9-1-1
- Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)
- Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)
- Dedicated NG9-1-1 project resources (technical and operational resources)
- Consultants

NG9-1-1 Infrastructure Requirements

- Facility assessments to support NG9-1-1 technology
- Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system security)
- NG9-1-1 network requirements (circuits, servers etc.)
- NG9-1-1 server racks, cabling

**SCHEDULE "E"
REPORTS**

The Recipient shall provide the Province with a Financial Report, accounting in detail, for all eligible expenses as outlined in Schedule D for which the Funds were provided, in the form set out below by the end of the contract term.

A detailed breakdown of expenditures is to be provided for eligible costs that have incurred from the fiscal period of **April 1, 2022 to March 31, 2023**.

Financial Report (Please use the template provided below). A Financial report that includes expected and actual expense amounts shall be submitted to estd.ng9-1-1@ontario.ca by the end of the contract term.

| SCHEDULE "E" - FINANCIAL REPORT | | |
|--|---------------------|--|
| NEXT GENERATION 9-1-1 (NG9-1-1) FUNDING 2022-23 | | |
| SECTION A - CONTACT INFORMATION | | |
| Name of Public Safety Answering Point (PSAP) | | |
| Project Contact Information | | |
| Title: | | |
| First Name: | | Tel. #: |
| Last Name: | | Email: |
| Signing Authority Contact Information | | |
| Title: | | |
| First Name: | | Tel. #: |
| Last Name: | | Email: |
| SECTION B - FINANCIAL SUMMARY | | |
| Total Funding Allocation (per TPA): | \$620,000.00 | |
| Total Funding Spent (Actuals per Financial Report) | \$0.00 | |
| # | Item | Actual Expense (Funding Spent April 1, 2022 to March 31, 2023) |
| NG9-1-1 Technology Upgrades | | |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

| | | |
|--|--|-----------|
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| Sub-Total | | \$ |
| NG9-1-1 Project Support | | |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| Sub-Total | | \$ |
| Resources | | |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| Sub-Total | | \$ |
| NG9-1-1 Infrastructure Requirements | | |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| Sub-Total | | \$ |
| TOTAL: | | \$ |

SECTION D - DECLARATION & SIGNING

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above expenses were purchased in accordance with the Grant Proposal and Transfer Payment Agreement.

| | |
|------------------|--------------|
| | |
| NAME | TITLE |
| | |
| SIGNATURE | DATE |



GANANOQUE POLICE SERVICE

www.gananoquepoliceservice.com

340 Herbert Street, Gananoque, ON K7G 1R1

Phone: 613-382-4422 Fax: 613-382-7167 www.gananoquepoliceservice.com

March 23, 2023

21 College Street, Suite 300
Toronto, ON M7A 0C1

Dear Assistant Deputy Minister Stevenson,

Further to ongoing discussions regarding the Next Generation 9-1-1 (NG9-1-1) Grant Program, I am writing to confirm that The Town of Gananoque / Gananoque Police is committed to utilizing this grant allocation on eligible expenditures as noted in the Transfer Payment Agreement.

The Town of Gananoque / Gananoque Police is pleased to accept a total of \$620,000.00 to support our PSAP's transition to NG9-1-1 within our municipality. This funding supports our costs for our project to operationalize new NG9-1-1 technology.


The Gananoque Police Service will utilize the funding for the phase one transition costs including but not limited to licensing, hardware, software, training, cyber security, training, consulting, and project management.

I hope you can appreciate that approval of this allocation will take time to receive an endorsement from my municipal council. As a result, I will be tabling it at an upcoming meeting so that I can advise them on how the funding provided by the Province of Ontario is supporting the work of my PSAP in the NG9-1-1 transition. Following approval, I will communicate to your office so that the process of delivering the funds can commence. I also confirm that as part of this program, funds will be spent no later than March 31, 2023.

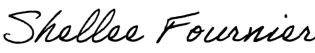
My service will reach out to continue discussions and finalize and execute the Transfer Payment Agreement as soon as practicable once The Town of Gananoque has had the opportunity to deliberate on my proposal for spending the funds provided.

I hereby accept the grant allocation and proposed strategy for utilization, pending approval by The Town of Gananoque as outlined above.

PSAP Signatory:

| | | | |
|---------------------------------|----------------------------------|---|--------------------------------|
| Print Name: Scott Gee | Title: Chief of Police | Signature:  | Date: March 23, 2023 |
|---------------------------------|----------------------------------|---|--------------------------------|

Municipality / Services Board Signatory:

| | | | |
|---------------------------------|---|--|--------------------------------|
| Print Name: Shellee Fournier | Title: Chief Administrative Officer | Signature:  | Date: March 23, 2023 |
|---------------------------------|---|--|--------------------------------|



NG911 Hosted Call Handling Solution

Chief Scott Gee,

March 19, 2023

Enclosed within is an updated pricing and explanation guide for your NG911 solution. Original quotes were provided at the end of 2022/start of 2023 for the purpose of budgeting.

Since the initial quotations were sent out, OSECC staff involving IT, HR, Finance and command have extensively reviewed and expanded these quotations to ensure that liability, security and reliability of all areas of the proposed service are covered.

Additional items include increased IT staffing and integration of support costs from updated quotations from all vendors involved. This allows for necessary components on our phone systems and related infrastructure per seat that were previously absent but found to be necessary.

Please see attached documentation on your pricing as well as a full explanation of the cost schedule and breakdown of fees.

Sincerely,

Craig Ambrose

Chief of Police

Christopher Hill

Director of Information Technology

Suzanne Bell-Matheson

Director of Corporate Services

Margaret Gloade

Strategic Analyst

Cost Structure Information and Additional Notes

IT Staff Member – This is to cover the wage of an additional OSECC IT technician specifically trained for timely resolution of any issues arising from NG911 and its related components. Member is trained in network configurations and troubleshooting, phone systems, CAD data connectivity, server configuration and maintenance, etc. Previously this was to be done by existing OSPS IT staff however workload analysis has shown that a dedicated person would be required to ensure Service Level Agreements for response. This additional staff member is backed by the other IT Staff Members in times of absence with all IT members obtaining identical training and documentation. Your quote includes a portion of this salary based on total number of seats used through the OSECC Hosted Call Handling Solution.

Director Staff Wages (IT and Corporate Services/Comms) - This calculation is based on 35% of these wages, divided between all seats used in the Hosted Call Handling Solution. This provides an approximate 2-3% per seat of their entire wage. Time records have shown that this is the minimum resources/time used by senior staff in meetings, project management, basic call analytics, on-going knowledge and call handling design and management throughout the NG911 evolving environment. Actual resources/time may be higher with future NG911 although it has been capped at this figure.

One-Time On-Site Training – Travel to PSAP Site Location for OSECC staff to Train the Trainer. Includes mileage, meals, hotel and training labour at your location on pre-live/controlled environment with CAD integration. Training and travel days typically equal to 3 days combined.

Komutel Seats - These seats are required for any desk performing call handling duties. Seats are charged at full rate whether at a main dispatch location or disaster recovery/alternate. This is due to licensing fees required from vendor which the OSECC must cover. This includes the Damocles headset integration device per desk (switches audio from phone/computer/radio) through a compatible radio/audio interface device. The Damocles provides a “hook switch” similar to today's MCK/Citel units common across many dispatch centres. When the communicator/dispatcher answers the NG911 softphone line (admin or 911) it provides an output to tell the radio console/audio interface device to put the microphone and headset audio for the phone and to reroute any radio audio through a speaker to ensure they can still hear radio communications.

Komutel Support – This cost is passed onto the hosted agency by OSECC. Our NG911 middleware vendor requires 21% of purchase price of all components (Server components and workstation seat licenses and related hardware). This increases at 3.5% per year.

Infrastructure Support – All non-Komutel support items including but not limited to: Software licensing, physical servers, warranty support from vendors, Phone Systems located at OSPS, UPS

batteries, generator maintenance, OSECC network infrastructure necessary to deliver NG911 to your facility

One-Time Integration – Cost to integrate your site to the OSECC primarily for labour as well as including a 5-year purchase for phone system ACD Queue Agent and its related components. Components included are interfacing to compatible CAD systems to provide ANI/ALI data, NG911 queue configuration, customized Session Border Controller (SBC) and NG911 Middleware configuration to route calls and processing of administrative call flows with vendors.

Additional Notes: Due to the data integration required for CAD ANI/ALI and other future data feeds, OSECC IT staff will be monitoring the connected networks including those of your systems running the NG911 Softphone. Monitoring may also include regularly scheduled vulnerability scanning and analysis.

It is up to the hosted agency to provide and manage the NG911 softphone devices (hardware, Windows patching, etc) and its network infrastructure within their environment. OSECC IT will ensure network connectivity is correct upon initial configuration and aid should the hosted agency decide to replace equipment at a later date.

Data in this quotation is provided for finance purposes only. A formalized contract will follow this quotation upon approval from both parties which shall include list of responsibilities and duties with Service Level Agreements.

Real Time Text/Live Chat as well as multimedia video/photos are not included in this service however additions to the NG911 platform will be supported by our vendors and will be made available as soon as can be reliably integrated to our environment as delivered by the Bell Canada under CRTC requirements. It is estimated at current pace that these costs may be covered under the upcoming 2024 and 2025 grant cycle and will be an addendum to this proposal. This addendum will cover server licensing, storage requirements, labour, softphone upgrades, legal aspects and more.

Call Recording is not included in this proposal however a quotation for this requirement can be produced if you have requirements. Please ensure that your proposed call recorder is capable of either 1) SIP recording natively or 2) recording via analog or electronic format through another method such as your radio console if integrated

NG911 As A Service

Owen Sound Emergency Communications Centre

Date of Quote **March 17 2023**

Quote # **GanPS-V3**

| | | | |
|---------------|--------------------------------------|---------------|---|
| To: | Chief Scott Gee | From: | Christopher Hill |
| | Gananoque Police Service | | Owen Sound Police Service |
| | 340 Herbert St, Gananoque ON K7G 1R1 | | 922 2 nd Avenue West, Owen Sound, ON N4K 4M7 |
| Phone: | (613) 342-0127 | Phone: | (519) 376-1234 |

| Description | 1 st Year | 2 nd Year | 3 rd Year | 4 th Year | 5 th Year | TOTAL (w/o HST) |
|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|
| IT Staff Member | \$25,407.14 | \$26,296.38 | \$27,216.76 | \$28,169.34 | \$29,155.27 | \$136,244.90 |
| Director Members | \$22,211.43 | \$22,988.83 | \$23,793.43 | \$24,626.20 | \$25,488.12 | \$119,108.02 |
| On-Site Training | \$6,250.00 | | | | | \$6,250.00 |
| Komutel Seats | \$30,000.00 | | | | | \$30,000.00 |
| Infrastructure Support | \$11,093.75 | \$11,482.03 | \$11,883.90 | \$12,299.84 | \$12,730.33 | \$59,489.85 |
| Komutel Support | \$11,250.00 | \$11,643.75 | \$12,051.28 | \$12,473.08 | \$12,909.63 | \$60,327.74 |
| One-Time Integration | \$25,000.00 | | | | | \$25,000.00 |
| Total Per Year | \$131,212.32 | \$72,410.99 | \$74,945.37 | \$77,568.46 | \$80,283.36 | \$436,420.51 |

Total of quotation (Not Including HST): \$436,420.51

| | | | |
|---|------------|--------------|--|
| Proposed Start Date: | March 2023 | | |
| | | | |
| Signed for and on behalf of the Customer: I have read, understood and agree with quotation details. | | | |
| Name: | | Date: | |
| Signature: | | | |

Please Note:

- 1) Gananoque Police Service will be their own backup for 911 calls at their Police Service given this platform (to be confirmed)
- 2) Based on 2 seats only

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2023-040

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN THE ONTARIO TRANSFER PAYMENT AGREEMENT WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL REGARDING A GRANT IN THE AMOUNT OF \$620,000 FOR NEXT GENERATION 9-1-1

WHEREAS Section 5 of the *Municipal Act*, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provided that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Council of the Town of Gananoque received Council Report POL-2023-02, and concurred with the recommendation to authorize the Mayor and Clerk to sign the Ontario Transfer Payment Agreement with His Majesty the King in Right of Canada, as represented by the Solicitor General regarding a grant in the amount of \$620,000 for Next Generation 9-1-1 (NG911);

AND WHEREAS the Council of the Corporation of the Town of Gananoque deems it appropriate to pass this By-law.

NOW THEREFORE the Council of the Corporation of the Town of Gananoque enacts as follows:

1. **AUTHORIZATION:**

1.1 That the Mayor and Clerk are hereby authorized to sign the Ontario Transfer Payment Agreement with His Majesty the King in Right of Canada, as represented by the Solicitor General regarding a grant in the amount of \$620,000 for Next Generation 9-1-1 (NG911).

2. **SCHEDULE:**

2.1 Attached to and forming part of this By-law is the Agreement, marked as Schedule 'A'.

3. **EFFECTIVE DATE:**

3.1 This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 28th day of March 2023.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2023-041

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH OWEN SOUND POLICE SERVICE IN THE AMOUNT OF \$493,155.51 (LESS THE TOWN'S PORTION OF THE HST) FOR NEXT GENERATION 9-1-1 SERVICES

WHEREAS Section 5 of the *Municipal Act*, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provided that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Council of the Town of Gananoque received Council Report POL-2023-02, and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Owen Sound Police Service, in the amount of \$493,155.51 (less the Town's portion of the HST) for the Next Generation 9-1-1 (NG911) services;

AND WHEREAS the Council of the Corporation of the Town of Gananoque deems it appropriate to pass this By-law.

NOW THEREFORE the Council of the Corporation of the Town of Gananoque enacts as follows:

1. **AUTHORIZATION:**
 - 1.1 That the Mayor and Clerk are hereby authorized to sign an Agreement with Owen Sound Police Service, in the amount of \$493,155.51 (less the Town's portion of the HST) for the Next Generation 9-1-1 (NG911) services.
2. **SCHEDULE:**
 - 2.1 Attached to and forming part of this By-law is the Agreement, marked as Schedule 'A'.
3. **EFFECTIVE DATE:**
 - 3.1 This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 28th day of March 2023.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

MOTION / RESOLUTION OF COUNCIL

| | |
|--|--|
| Date: March 28, 2023 | |
| Subject: Confirming By-law – March 28, 2023 | |
| Moved By: | |
| Seconded By: | |
| <p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2023-042, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS SPECIAL MEETING HELD ON TUESDAY, MARCH 28TH, 2023, BE READ THREE TIMES AND FINALLY PASSED THIS 28TH DAY OF MARCH 2023.</p> | |

Ayes _____ **Nays** _____

Carried: _____

Defeated: _____

Tabled/Postponed: _____

John S. Beddows, Mayor

MA s. 246 - When a recorded vote is requested, the Clerk will call for each Councillors vote (Aye or Nay), mark the recorded vote as indicated by the member, and announce whether the motion is carried or defeated. The Mayor will then sign the motion.

| RECORDED VOTE: | Aye | Nay |
|-----------------------|-----|-----|
| Brown, Colin | | |
| Harper, Matt | | |
| Kirkby, Patrick | | |
| Koiner, Anne-Marie | | |
| Leakey, Vicki | | |
| Osmond, David | | |
| Beddows, John | | |
| TOTALS | | |