

9-1-1 CALL ANSWER CENTRE SERVICE AGREEMENT

THIS AGREEMENT signed _____ is effective January 1, 2024 (the "**Effective Date**")

BETWEEN:

CENTRAL ISLAND 9-1-1 PARTNERSHIP

("CI911 Partnership")

AND:

E-COMM EMERGENCY COMMUNICATIONS FOR BRITISH COLUMBIA INCORPORATED

("E-Comm")

(each a "**Party**", and together, the "**Parties**")

WHEREAS:

- A. The Cowichan Valley Regional District (the "**CVRD**"), Regional District of Nanaimo (the "**RDN**") and the City of Nanaimo (the "**City**") (collectively, the "**CI911 Partnership**") have entered into an agreement under which they jointly provide 9-1-1 service known as the Central Island 9-1-1 Service;
- B. E-Comm has been providing primary 9-1-1 call answer services for 9-1-1 calls originating on the Legacy 9-1-1 Service to the CI911 Partnership since 2015;
- C. Pursuant to a federally-mandate initiative to modernize Canada's 30-year-old 9-1-1 telecommunications technology network, the Legacy 9-1-1 Service is anticipated to be replaced by a Next Generation 9-1-1 ("**NG9-1-1**") telecommunications technology network;
- D. E-Comm is working on the transition to NG9-1-1, and that transition and its related costs are anticipated to come into effect during the term of this Agreement; and
- E. The Parties wish to enter into this Agreement to set forth the terms and conditions by which E-Comm will continue to manage and operate a call answer centre and provide Legacy 9-1-1 and/or NG9-1-1 primary call answer services to the CI911 Partnership.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises, the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties hereby agree as follows:

1. **INTERPRETATION**

1.1 **Defined Terms.** In this Agreement:

- (a) **"Legacy 9-1-1 Service"** means the Basic 9-1-1 ("B9-1-1") and/or Enhanced 9-1-1 ("E9-1-1") service provided to the CI911 Partnership pursuant to an agreement between the CI911 Partnership and TELUS for the provision of that service;
- (b) **"95/5 Service Level"** has the meaning given to that term in Section 3.1(a);
- (c) **"Accommodate"** means using reasonable commercial efforts (reasonable being interpreted to include the concept that there is no duty to incur any material out of pocket costs) to work with the competitive local exchange carriers, wireless service providers and voice over internet protocol suppliers with respect to their participation in the Call Answer Services, including establishing the testing schedule, and to arrange for additional staff as necessary to avoid negatively impacting service results, it being understood that as a condition of accommodation E-Comm may require compensation from the requesting carrier for such additional staff;
- (d) **"Additional 9-1-1 Services"** has the meaning given to that term in Section 2.2;
- (e) **"Call Answer Centre"** means the communications facility, operated by E-Comm 24 hours a day, 365 days a year, that provides the Call Answer Services;
- (f) **"Call Answer Services"** means primary 9-1-1 call answer services, including answering 9-1-1 calls originating on the Legacy Service or the NG9-1-1 Service as the case may be, determining the type of emergency service required, conferencing or transferring calls to the appropriate ERA and such other services as are necessary or incidental thereto;
- (g) **"CRTC"** means the Canadian Radio-television and Telecommunications Commission;
- (h) **"Discretionary Change"** means, at the request of one of the Parties, (i) modifications or other alterations to the Call Answer Services in general, that result in a material change to the specifications therefore, go to any other requirement related thereto set out in this Agreement; (ii) material modifications, or alterations to the nature or characteristics of the Call Answer Services to be provided; (iii) any material modifications to an existing service level, or the addition of any new service level;
- (i) **"ESInet"** means the Emergency Services IP Network operated in British Columbia by TELUS;
- (j) **"ERA"** means the communication centre to which 9-1-1 calls are transferred from the Call Answer Centre and which is the emergency response agency responsible for dispatching emergency medical, fire or law enforcement personnel;
- (k) **"Force Majeure Event"** has the meaning given to that term in Section 3.1(e);
- (l) **"Legacy LGA"** means an agreement between TELUS and the Regional District of Nanaimo and TELUS and the Cowichan Valley Regional District for the provision of B9-1-1 and/or E9-1-1 Service;

- (m) **"Material Call Volume Increase"** has the meaning given to that term in Section 3.1(b);
- (n) **"Material Call Volume Increase Notice"** has the meaning given to that term in Section 3.1(b);
- (o) **"Material Change"** means any change to standards, processes, protocols or other matters impacting the quality or manner in which Call Answer Services are provided and, for greater certainty, excludes changes that are of a typographical, clerical or similar nature;
- (p) **"NENA i3Standard"** means the detailed functional and interface standard for NG9-1-1, published by the National Emergency Number Association, 1700 Diagonal Rd., Suite 500, Alexandria VA 22314 (www.NENA.org).
- (q) **"NG 9-1-1"** means the federally mandated initiative to modernize Canada's 30-year-old 9-1-1 telecommunications technology network;
- (r) **"NG9-1-1 LGA"** means an agreement between TELUS and the Regional District of Nanaimo and TELUS and the Cowichan Valley Regional District for the provision of NG9-1-1 Service;
- (s) **"NG 9-1-1 Service"** means the NG9-1-1 service provided to the CI911 Partnership pursuant to an NG9-1-1 LGA between the TELUS and the Regional District of Nanaimo and TELUS and the Cowichan Valley Regional District for the provision of that service;
- (t) **"Non-Discretionary Change"** means a change in applicable laws, order of a court, board, regulator or tribunal, as well as a change in requirements of third party agreements, including those imposed by the CRTC (including changes necessitating the transition to NG-9-1-1 Services as described in this Agreement) or other body with jurisdiction to impose change, including (i) modifications or other alterations to the Call Answer Services in general, that result in a material change to the specifications therefore, go to any other requirement related thereto set out in this Agreement; (ii) material modifications, or alterations to the nature or characteristics of the Call Answer Services to be provided; (iii) any material modifications to an existing service level, or the addition of any new service level.
- (u) **"Operating Costs"** has the meaning given to that term in Section 6.2;
- (v) **"Operations Manual"** means the Enhanced 9-1-1 Operations Manual published by E-Comm;
- (w) **"Provincial 9-1-1 Service"** means TELUS' provision of customer access to the 9-1-1 dialing code and the transport and routing of 9-1-1 calls, along with the caller's telephone number, name and address, to the Call Answer Centre;
- (x) **"RTT"** means Real-Time Text capability as mandated by the CRTC;
- (y) **"Serving Area"** means the area listed in Schedule B within which 9-1-1 calls will be directed to the Call Answer Centre;
- (z) **"TELUS"** means TELUS Communications Inc.;
- (aa) **"Term"** has the meaning given to that term in Section 8.1; and

(bb) **"Transition Plan"** has the meaning given to that term in Section 8.4.

1.2 Interpretation. In the interpretation of this Agreement:

- (a) words importing the singular include the plural and vice versa, and words importing persons include individuals and entities;
- (b) the words "include" and "including" are to be construed as meaning "including, without limitation";
- (c) schedules referenced in and attached to this Agreement form part of this Agreement; and
- (d) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the Agreement.

2. **CONTRACT FOR SERVICES**

2.1 Contract for Services. CI911 Partnership and E-Comm hereby enter into a contract for services under which E-Comm agrees to:

- (a) provide, operate and manage the Call Answer Centre in accordance with the terms of this Agreement;
- (b) provide the Call Answer Services to the CI911 Partnership throughout the Serving Area in accordance with the terms of this Agreement;
- (c) provide, operate and manage the personnel and equipment required to receive and process all 9-1-1 calls directed to the Call Answer Centre and to otherwise perform E-Comm's obligations under this Agreement;
- (d) provide Additional 9-1-1 Services to the CI911 Partnership in accordance with the terms of this Agreement and any relevant requirements of the Legacy 9-1-1 Service or NG9-1-1 Service;
- (e) maintain a call answer capability in the event the primary call answer facility is inoperable by reason of technical failure or facility inaccessibility;
- (f) use best efforts to determine and implement options for performing the Call Answer Services, such as working with ERAs, in the event of a failure of the Legacy 9-1-1 Service or NG9-1-1 Service that impacts callers in the Serving Area; and
- (g) provide the CI911 Partnership with a copy of its disaster recovery and service restoration plans and any amendments or supplements to such plans made from time to time.

2.2 Additional Services. In addition to E-Comm's other rights and obligations under this Agreement, E-Comm will provide the following additional services (the **"Additional 9-1-1 Services"**) at a standard reasonably acceptable to the CI911 Partnership and at no additional cost to the CI911 Partnership other than as indicated below:

- (a) support the operational and technical implementation and testing of future 9-1-1 services in accordance with the applicable provisions relating to a Discretionary Change in section 4.1 or a Non-Discretionary Change in Section 4.2;
- (b) provide notice to the CI911 Partnership and all ERAs on all 9-1-1 related announcements by email (e.g., service outages, changes to 10-digit trunk equivalents, consolidations of ERAs, backup services, wireless implementations, etc.);
- (c) accommodate test calls for competitive local exchange carriers, wireless service providers and voice over internet protocol suppliers as required;
- (d) maintain the Operations Manual as further set out in Section 2.3; and
- (e) provide an estimate of the costs for additional staff for Planned Major Events to handle a temporary increase in volume of 9-1-1 calls. A "**Planned Major Event**" means any planned public event within the Serving Area having a duration of more than five days and that is expected either (i) to bring a significant number of visitors into the Serving Area, and/or (ii) because a large number of people to congregate in a specific portion of the Serving Area.

2.3 Operations Manual. E-Comm agrees to:

- (a) maintain and keep current the Operations Manual, provided that any Material Change to the Operations Manual is subject to the prior approval of the CI911 Partnership, which approval will not be unreasonably withheld or delayed;
- (b) provide an updated version of the Operations Manual to CI911 Partnership on an annual basis on March 1 of each calendar year;
- (c) within a reasonable period following delivery of the updated version of the Operations Manual as noted in Section 2.3(b) meet with representatives of the CI911 Partnership to review the updated Operations Manual and discuss any additional matters related thereto; and
- (d) consult and work cooperatively with the ERAs in performing its obligations under this Section.

3. **SERVICE LEVELS & REPORTING**

3.1 Service Levels.

- (a) Subject to the terms of this Agreement, E-Comm will provide the Call Answer Services in the Serving Area such that at least 95% of all 9-1-1 calls originating within the Serving Area and received through the Legacy 9-1-1 Service or the NG9-1-1 Service at the Call Answer Centre are answered by a Call Answer Centre operator within five (5) seconds after the time that the call is received by the Call Answer Centre and before being redirected to a recorded answering service (the "**95/5 Service Level**"). The 95/5 Service Level will be determined on a monthly basis during the Term. E-Comm is only required to achieve a 95/5 Service Level if the equipment and systems supplied by TELUS are reasonably capable of reaching such a level of service.

- (b) E-Comm will not be required to achieve or maintain a 95/5 Service Level if, in any six (6) month period during a calendar year, the number of 9-1-1 calls received at the Call Answer Centre increases by more than 5% compared to the number of 9-1-1 calls received for the same six (6) month period during the preceding calendar year (a "**Material Call Volume Increase**"). Upon identifying that a Material Call Volume Increase will prevent E-Comm from meeting the 95/5 Service Level, E-Comm will give prompt written notice (a "**Material Call Volume Increase Notice**") to the CI911 Partnership stating:
- (i) that there has been a Material Call Volume Increase, and providing documentation setting out the number of 9-1-1 calls forming part of such increase;
 - (ii) the estimated level of service that E-Comm is able to provide as a result of the Material Call Volume Increase; and
 - (iii) the estimated period of time that such other level of service will remain in effect.
- (c) Promptly following the delivery of a Material Call Volume Increase Notice, the Parties will meet and engage in good faith discussions on the actions to be taken by both Parties in response to the Material Call Volume Increase, including whether the circumstances giving rise to that increase represent a new trend in the number of 9-11 calls received at the Call Answer Centre. If the increased call volume represents a new trend such that the Parties, each acting reasonably, agree that the increase is unlikely to revert to previous volumes in the foreseeable future, the Operating Costs will be amended to compensate E-Comm for all reasonable costs incurred by E-Comm to fulfill the obligations of this Agreement, and the Parties will meet and engage in good faith discussions concerning such revisions. If the Parties cannot agree on whether the increased call volume represents a trend or on the revisions to be made to the Operating Costs, the provisions of Section 11 hereof shall apply.
- (d) In the event that E-Comm is not able to restore the 95/5 Service Level within ninety (90) days of delivering a Material Call Volume Increase Notice (or such longer period of time as the CI911 Partnership and E-Comm, each acting reasonably, may jointly determine as acceptable in the circumstances) then E-Comm will be considered to be in breach of its material covenants and obligations under this Agreement.
- (e) E-Comm will not be responsible or liable in any way for any delays or inability to achieve 95/5 Service Levels caused by: (i) acts of God; (ii) restrictions, regulations or orders of any governmental authority or agency or subdivision thereof or delays caused by such authorities or agencies; (iii) utility, communication or transportation delays or failures; (iv) acts of war (whether declared or undeclared), terrorism, sabotage or the like; (v) systemic abuse by a member of the public of the 911 emergency telephone system; (vi) a response or lack of response of the ERAs that impedes or interferes with the function of the primary enhanced 9-1-1 answering service (except in the case of ERAs that are operated or contracted by E-Comm); or (vii) any other causes beyond the reasonable control, and not the result of the fault or neglect, of E-Comm (each, a "**Force Majeure Event**"), provided that E-Comm, acting reasonably, will notify CI911 Partnership of each such Force Majeure Event as soon as it is practicable, describing the relevant circumstances preventing E-Comm from achieving the 95/5 Service Level and the reasonable commercial efforts being made by E-Comm to avoid or limit the duration or impact of a Force Majeure Event, and provided further that nothing herein shall be interpreted to affect or detract from the immunities provided for in the *Emergency Communications Corporations Act*, S.B.C. 1997, c. 47.

- (f) E-Comm will ensure that the operation and management of the Call Answer Centre, the performance of the Call Answer Services and any other services provided by it under this Agreement meet or exceed the quality standards generally accepted in North America for such services, except that if there is any conflict with or inconsistency between such general quality standards and the express terms of this Agreement, including the 95/5 Service Level, then the terms of this Agreement will prevail to the extent of such conflict or inconsistency.
 - (g) In addition to any notice obligations outlined in Section 3.1 in connection with a Force Majeure Event, if E-Comm determines that either: (i) the equipment and systems used by TELUS or one or more ERAs, or (ii) the level of service by, or response or lack of response of, TELUS or one or more ERAs, impedes or interferes with the function of the Legacy 9-1-1 Service, the NG9-1-1 Service, or the Call Answer Services, then E-Comm will provide the CI911 Partnership with prompt notice thereof.
 - (h) If the CI911 Partnership, acting reasonably, agrees with the matters identified by E-Comm in its notice under Section 3.1(g) the CI911 Partnership will use reasonable efforts to cause all such ERAs to rectify the matters identified in E-Comm's notice.
 - (i) In the event that E-Comm requires the CI911 Partnership's assistance to resolve an issue in connection with its services, the CI911 Partnership will use its best commercial efforts to respond to E-Comm within the time period provided by E-Comm.
- 3.2 Reporting. E-Comm will provide the CI911 Partnership with reports relating to its service level commitments and other relevant data as follows:
- (a) monthly data regarding overall 95/5 Service Levels; and
 - (b) quarterly data regarding overall average handle time, and average transfer time to each dispatch (Fire, Police, BCEHS).
- 3.3 Access to Call Answer Centre. E-Comm will provide the persons appointed by the CI911 Partnership from time to time as "9-1-1 System Administrators" with access to:
- (a) the Call Answer Centre, subject to such persons obtaining, at the CI911 Partnership's cost, the appropriate security clearance; and
 - (b) any records or other documentation related to the performance of the Call Answer Services (i) subject to applicable law and (ii) provided that, except with respect to records or documentation that the CI911 Partnership is required by law to obtain or produce, access to such records or documentation does not impose upon E-Comm an unreasonable cost or administrative burden concerning identification, assembly and production of such records or documentation.
- 3.4 Methods and Procedures.
- (a) The methods and procedures to be used by E-Comm in providing the Call Answer Services at the Call Answer Centre from the time a 9-1-1 call is received until that 9-1-1 call is either "transferred" or "conferenced" will be as set forth from time to time in the Operations Manual.

- (b) E-Comm will ensure that all personnel handling 9-1-1 calls comply with and receive adequate training with respect to the methods and procedures set forth in the Operations Manual and will maintain a process for continually monitoring compliance with such methods and procedures.
 - (c) The methods and procedures to be used by ERAs in responding to 9-1-1 calls transferred to them from the Call Answer Centre are the responsibility of the ERAs and are outside the scope of the Call Answer Services.
- 3.5 Personnel. All personnel providing the Call Answer Services, the Additional 9-1-1 Services or any other services contemplated hereunder will be employees of E-Comm, and not the CI911 Partnership, and, as such, will be subject to E-Comm human resources policies and practices, as determined by E-Comm from time to time.
- 3.6 Compliance with Laws. In the performance of its obligations hereunder, E-Comm will comply with the provisions of any statute, regulation, bylaw or other enactment that may from time to time apply to E-Comm and the services provided by E-Comm under this Agreement.

4. CHANGE MANAGEMENT

- 4.1 Discretionary Change. The Parties recognize that either may wish to make one or more Discretionary Changes as defined in Section 1.1(h), in which case:
- (a) Each Party will make commercially reasonable efforts to identify and communicate to the other Party the nature of desired Discretionary Changes that relates in a material way to this Agreement or the Call Answer Services.
 - (b) Following a communication pursuant to this Agreement the Parties shall meet and confer to discuss the desired Discretionary Changes and the financial, technological and operational impact of the Discretionary Changes, and, if mutually agreed in good faith, diligently execute amendments to this Agreement in order to integrate such Discretionary Changes in a timely manner.
- 4.2 Non-Discretionary Change & Compliance. CI911 Partnership recognizes that changes in applicable laws, or order of a court, board, regulator, or tribunal of competent jurisdiction, as well as changes in requirements of third party agreements, including those imposed by the CRTC (including changes necessitating the transition to NG-9-1-1 Services as described in this Agreement), may occur during the Term, and may require a Non-Discretionary Change as defined in Section 1.1(t), in order to ensure compliance. In the event of the foregoing:
- (a) Each Party will make commercially reasonable efforts to identify and communicate to the other Party any material change in laws and any material new requirements imposed by any third party pursuant to agreements that relates in a material way to this Agreement or the Call Answer Services.
 - (b) In the communication required by subsection (a), the notifying Party shall outline the applicable change of laws, regulations, court order, or administrative order, and provide the anticipated or actual impact on the notifying party, this Agreement or the Call Answer Services.

- (c) Following a communication pursuant to this Agreement the Parties shall meet and confer to discuss the Non-Discretionary Changes that may be reasonably necessary, the financial, technological and operational impact of such Non-Discretionary Changes, and agree diligently and in good faith to amendments to this Agreement in order in order to integrate such Non-Discretionary Changes in a timely manner in order to ensure compliance with laws at all times.
- (d) The CI911 Partnership acknowledges that, while E-Comm will use its best efforts to control the financial impact of Non-Discretionary Changes, and implement those changes diligently, the costs associated to such changes will be borne by the CI911 Partnership.

5. **NG9-1-1 IMPLEMENTATION AND OPERATION**

5.1 CI911 Partnership recognizes that, during the term of this Agreement:

- (a) 9-1-1 calls currently originating on the legacy network may originate on the ESInet and that E-Comm will operate NG9-1-1 systems compliant with NENA i3 standards to receive and route 9-1-1 calls.
- (b) E-Comm may operate E9-1-1 compliant systems and NG9-1-1 compliant systems in parallel.
- (c) E-Comm will enable the receipt and routing of voice calls and RTT capabilities as mandated by the CRTC.
- (d) E-Comm will provide the NG9-1-1 system operations services necessary to sustain the proper functioning of the NG9-1-1 system and system integrations:
 - (i) E-Comm will update and patch the NG9-1-1 systems and systems integrations as necessary to receive and route 9-1-1 calls.
 - (ii) E-Comm will establish services to sustain the NG9-1-1 systems and environments employing internal change control processes and in coordination with NG9-1-1 service providers and partner organizations.
 - (iii) E-Comm will operate security and cyber security controls to protect the NG9-1-1 systems and associated network connectivity including firewalls, networking monitoring, network segmentations, antivirus systems, and physical building controls.

5.2 E-Comm may choose to implement NG9-1-1 system enhancements to achieve system and 9-1-1 service improvements and efficiencies.

5.3 The Parties recognize that:

- (a) TELUS is the sole provider of the ESInet in the province in which CI911 Partnership is located and as such can route calls, sessions, or events originating in the Serving Area calling the 3-digit emergency telephone number 9-1-1 to the appropriate PSAP which provides the 9-1-1 caller with access to emergency services; and

- (b) before E-Comm can perform the 9-1-1 Call Answer Services on calls that originate on the ESInet, the Regional District of Nanaimo and the Cowichan Valley Regional District must have each entered into an NG9-1-1 LGA Agreement with TELUS.

5.4 In view of Sections 5.1 through 5.3:

- (a) any material requirements imposed by the CRTC and/or TELUS pursuant to the NG 9-1-1 LGA that relates in a material way to this Agreement, the 9-1-1 Service, the NG9-1-1 Service or the 9-1-1 Call Answer Services, which would require a Non-Discretionary Change, shall be subject to the procedures described in Section 4.2;
- (b) subject to the prior approval of TELUS and as authorized by the Regional District of Nanaimo and the Cowichan Valley Regional District, E-Comm may contact and deal directly with TELUS with respect to the Call Answer Services; and
- (c) immediately after its execution of this Agreement, the Regional District of Nanaimo and the Cowichan Valley Regional District will each deliver to TELUS written confirmation of the authority granted to E-Comm pursuant and in relation to this Agreement.

5.5 **Requirements for NG-9-1-1 Services**

In its provision of the Call Answer Services, E-Comm shall:

- (a) remain qualified, certified, and authorized by either TELUS and/or the CRTC to connect to the ESInet;
- (b) provide, operate, and manage the personnel and the equipment, including the terminal equipment, required to receive and process all emergency calls, sessions, and events directed to E-Comm as a PSAP;
- (c) have a 9-1-1 contingency plan and policy routing rules in place, in collaboration with TELUS, to ensure that: (i) provide default routing to ensure 9-1-1 calls are answered in the event of an outage, including alternative routing and configuration options related to the TELUS next generation 9-1-1 network, such that 9-1-1 calls, sessions, and events are directed to an alternative PSAP or PSAPs due to network issues or missing/invalid location information, and (ii) enable multi-layered treatment policies for diversion within the TELUS next generation 9-1-1 network, providing more options to a PSAP to divert 9-1-1 calls, sessions, and events to another destination based on multiple conditions defined in the policy routing rules;
- (d) ensure that it maintains, as a PSAP, secure 9-1-1 data and systems, which security includes physical security, network security, cybersecurity, and all other considerations within the PSAP's domains, and will take all steps necessary to protect the confidentiality of the information carried over these networks to the maximum extent feasible.;
- (e) ensure that it maintains current contact information, and makes that information available to the CI911 Partnership and/or TELUS, as applicable under the NENA i3 Standard;
- (f) implement guidelines and procedures with respect to the retention and destruction of personal information related to NG9-1-1 Service prior to the provision of the NG9-1-1 Service;

- (g) accept specific planned test calls from the public;
- (h) collaborate with the CI911 Partnership and/or TELUS, as applicable, to:
 - (i) establish the area from which the calls, sessions, and events sent to the 3-digit emergency telephone number 9-1-1 will be directed to a particular primary PSAP, including E-Comm as applicable ("**Serving Area**");
 - (ii) establish defined areas within the Serving Area, consisting of a specific combination of the Relevant Authority, fire, emergency, medical, and PSAP coverage areas ("**Emergency Service Zones**");
 - (iii) provide and validate, as required by TELUS, all geographical data, including street names, addresses, or other data provided by the geographic information system ("**GIS**") and assist in associating those with Emergency Service Zones;
 - (iv) provide information on all changes in the geographical data that may occur and as soon as possible after that data changes;
 - (v) correct all errors with submitted geographic data as reported by CI911 Partnership and/or TELUS, as applicable, as soon as possible; and,
 - (vi) provide notice to CI911 Partnership and/or TELUS, as applicable, of any intended change in the borders of the Serving Area.
- (i) As the requirements related to the TELUS NG9-1-1 Service may evolve in time or need to be detailed, E-Comm shall be responsible for any other applicable requirements that are not specifically identified in the Agreement but added or otherwise communicated by TELUS to CI911 Partnership and PSAPs.
- (j) The Parties agree that the implementation of the NG 9-1-1 Service within the CI911 Partnership will be carried out pursuant to an implementation schedule to be determined by E-Comm and communicated in advance by E-Comm to the CI911 Partnership.

6. **CI911 PARTNERSHIP RESPONSIBILITIES**

- 6.1 **CI911 Partnership Obligations.** CI911 Partnership will continue to fulfill any obligations it may have with respect to the Legacy 9-1-1 Service and NG9-1-1 Service for the Serving Area and, except with respect to those functions that are the responsibility of E-Comm as set out herein, will use reasonable commercial efforts to assist E-Comm in maintaining the 95/5 Service Level, including using reasonable efforts to cause all ERAs in the Serving Area to have or acquire the capacity to receive 9-1-1 calls transferred from the Call Answer Centre at a level capable of allowing E-Comm to meet the 95/5 Service Level.
- 6.2 **Costs.**
 - (a) For the calendar year 2024, CI911 Partnership will pay to E-Comm the annual amount of **\$459,841.00** (the "**Operating Costs**"), in consideration of the services provided by E-Comm under this Agreement.
 - (b) If the annual consumer price index, all items for the City of Vancouver ("**CPI**") published by Statistics Canada for the calendar year 2024 exceeds 3%, the Operating Costs will be adjusted by the percentage amount of CPI above 3%.

6.3 Invoice and Payment.

- (a) On the first day of each calendar quarter during the Term, E-Comm will invoice the CI911 Partnership for an amount equal to one-quarter of the annual Operating Costs.
- (b) At the end of the Term, if applicable, E-Comm will invoice the CI911 Partnership for such additional inflationary amount that may be owing for calendar year 2024 in accordance with Section 6.2(b).
- (c) CI911 Partnership will pay all undisputed invoices in full within 30 days after receipt thereof.

7. TELUS

- 7.1 E-Comm Authority to Deal with TELUS. Subject to the prior approval of TELUS, the CI911 Partnership agrees that E-Comm may contact and deal directly with TELUS with respect to those matters listed in Schedule A hereto.
- 7.2 Communication of Authority. Promptly following execution of this Agreement, the CI911 Partnership will deliver to TELUS written confirmation of the authority granted to E-Comm pursuant to Section 7.1.

8. TERM AND TERMINATION

- 8.1 Term. Unless earlier terminated in accordance with Section 6.3, the term of this Agreement will commence on the Effective Date and continue for a period of one year expiring at 11:59 p.m. on December 31, 2024 (the "**Term**").
- 8.2 Renewal. At least six (6) months prior to the expiration of the Term, the Parties will use their best efforts to either (i) extend the Term by way of amendment, or (ii) enter into a new agreement, to take effect upon the expiration of the Term, on terms and conditions mutually agreed upon by the Parties. During the Term, E-Comm and the CI911 Partnership will communicate in good faith any anticipated future changes to the Call Answer Services in order to include requirements, financial impact and implementation of NG 9-1-1 in any future agreement between the Parties relating to the Call Answer Services.
- 8.3 Termination Rights. This Agreement may be terminated prior to the expiration of the Term by either Party:
 - (a) if such Party gives not less than 6 months' prior written notice to the other Party;
 - (b) if the other Party breaches any of its material covenants or obligations under this Agreement and such breach is not remedied within ninety (90) days of the Party in breach receiving written notice of such breach, or within such longer period as is reasonable in the circumstances so long as the Party in breach is diligently working to implement remedial action;
 - (c) or if the other Party becomes insolvent, ceases to do business as a going concern, is adjudged a bankrupt or made subject to the appointment of a receiver-manager, makes a general assignment for the benefit of creditors, or takes the benefit of any statute in force for the winding up or liquidation of business enterprises.

8.4 Obligations Upon Expiration or Termination. The following provisions apply upon the expiration of the Term or early termination of this Agreement under Sections 8.3:

- (a) E-Comm will invoice the CI911 Partnership for all amounts owing and unpaid under this Agreement for the period up to and including the effective date of expiration or early termination of the Agreement, and the CI911 Partnership will pay such undisputed invoice within 30 days of receipt;
- (b) E-Comm will cooperate fully with the CI911 Partnership, any successor service provider and with TELUS in the development and implementation of a plan for the orderly transition of the Call Answer Services and the provision of Additional 9-1-1 Services to any successor service provider (the "**Transition Plan**"); and
- (c) CI911 Partnership will pay E-Comm for the reasonable costs incurred by E-Comm in developing and implementing the Transition Plan contemplated above, including costs incurred by E-Comm to relocate the E-911 telephone trunk lines or NG9-1-1 connectivity from the Call Answer Centre to a new location.

8.5 Survival. Notwithstanding any term of the Agreement to the contrary, the provisions hereof requiring performance or fulfilment after the expiry or termination of this Agreement will survive such expiry or termination. Without limitation to the foregoing, Sections 8.4 (Obligations upon Termination), 10 (Confidential Information), 11 (Dispute Resolution), and 12 (General Provisions), and all other provisions of the Agreement necessary to give effect thereto, will survive the expiry or termination of this Agreement.

9. TITLE

9.1 CI911 Partnership acknowledges and agrees that all of the leasehold furnishings and other personal property located at the Call Answer Centre, including the primary enhanced 9-1-1 emergency telephone system, are owned or leased by E-Comm, regardless of whether such furnishings and personal property are deemed to be a "fixture" at law.

10. CONFIDENTIAL INFORMATION

10.1 Confidentiality. Any information, including any and all written documentation provided to E-Comm by the CI911 Partnership or by TELUS, or by their respective employees, servants, agents, assigns and/or contractors, pertaining to the design, development, implementation, operation and maintenance of the Legacy 9-1-1 Service and NG9-1-1 Service is confidential, and will be provided by E-Comm only to such persons who have a need to know for the purposes of this Agreement or the Legacy 9-1-1 Service and NG9-1-1 Service. E-Comm will not permit any of its employees, servants, agents, assigns and/or contractors to use or to duplicate, reproduce or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns and/or contractors with a need to do so for the purposes of this Agreement or the Legacy 9-1-1 Service. E-Comm will safeguard and maintain the confidentiality of the confidential information at all times to the same standard it uses to protect its own confidential information and, at a minimum, a reasonable degree of care.

- 10.2 ANI/ALI Information. Confidential automatic number identification ("**ANI**") and automatic location identification ("**ALI**") and associated information are the property of the CI911 Partnership, but will be provided to the Call Answer Centre and ERAs by TELUS as directed by the CI911 Partnership solely for the purpose of enabling the Call Answer Centre and ERAs to verify the location from which a 9-1-1 call is placed and for the purpose of associating a 9-1-1 call with a physical address. E-Comm must retain all ANI/ALI and associated information in confidence and will treat the confidential information with the same degree of care that it employs for the protection of its own confidential information and, at a minimum, a reasonable degree of care, and will not use or copy such information, except by employees, servants, agents and assigns and/or contractors, including the Call Answer Centre and ERAs (provided such employees, servants, agents, assigns and/or contractors are bound in writing by similar confidentiality obligations as contained in this Agreement) where there is a need to know for the purposes of this Agreement.
- 10.3 Privacy. E-Comm will comply with all federal and provincial legislation applicable to public bodies with respect to the protection of privacy as is in effect from time to time.
- 10.4 Exceptions. Notwithstanding the foregoing in this Section 8, E-Comm will have the right, pursuant to Section 9 of the *Emergency Communication Corporations Act*, to disclose to each of its members or to any ERA copies of that member's or that ERA's records relating to any services provided by E-Comm to that member or that ERA that are in the possession or under the control of E-Comm in order to allow that member or ERA to comply with the *Freedom of Information and Protection of Privacy Act*.

11. DISPUTE RESOLUTION

- 11.1 Mediation. If there is any dispute arising out of or relating to this Agreement, then the Parties will use reasonable good faith efforts to resolve such dispute, first by direct negotiation and then, if that is not successful, by mediation with a neutral third party mediator acceptable to both Parties. Each Party will bear its own costs and expenses in connection with any mediation and all costs and expenses of the mediator will be shared equally by the Parties.
- 11.2 Arbitration. Any dispute arising out of or relating to the Agreement that is not settled by agreement between the Parties or mediation within a reasonable time may be settled by arbitration conducted by a single arbitrator if the Parties agree or, failing agreement, by a court of competent jurisdiction within the Province of British Columbia. If the Parties decide to proceed with arbitration, the location of any arbitration proceeding will be in Vancouver, British Columbia. The arbitration will be governed by the *Commercial Arbitration Act* (British Columbia). The arbitrator will be selected and the arbitration conducted in accordance with the British Columbia Domestic Commercial Arbitration Rules ("**Rules**"), except that the provisions of this Agreement will control over the Rules. The Parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration. Depositions will not be allowed, but information may be exchanged by other means. The Parties will use their best efforts to ensure that an arbitrator is selected promptly and that the arbitration hearing is conducted no later than three (3) months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law which would govern the dispute if it were litigated in court. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an

award and a separate written decision which summarizes the reasoning behind the award and the legal basis for the award. The arbitrator will not:

- (a) award damages in excess of the amount limited by the terms of the Agreement; or
- (b) require one Party to pay the other Party's legal costs and expenses.

The award of the arbitrator will be final and binding on each Party. Judgement upon the award may be entered in any court of competent jurisdiction.

- 11.3 Exception. The dispute resolution procedures set forth in Sections 11.1 and 11.2 are the sole and exclusive procedures for resolving any dispute under this Agreement, except that either Party may seek preliminary or temporary injunctive relief from a court if, in that Party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a Party seeks judicial injunctive relief as described in this section, then the Parties will continue to participate in good faith in the dispute resolution procedures described in Sections 9.1 and 9.2. The Parties agree that no court which a Party petitions to grant the type of preliminary or temporary injunctive relief described in this section may award damages or resolve the dispute.

12. **GENERAL PROVISIONS**

- 12.1 No Third-Party Beneficiaries. Nothing contained in this Agreement will create a duty or liability on the part of E-Comm, the CI911 Partnership or their respective employees or agents, to any member of the public. There are no third-party beneficiaries to this Agreement.
- 12.2 Further Agreements. The Parties will enter into such further agreements and will execute such further documents with respect to this Agreement, including to the Call Answer Centre and the provision of the Call Answer Services and Additional 9-1-1 Services in the Serving Area, all in a form satisfactory to the Parties acting reasonably, as are necessary in order to address modifications or alterations to the Legacy 9-1-1 Service or to address matters relating to the Call Answer Centre or the provision of the Call Answer Services and Additional 9-1-1 Services in the Serving Area that the Parties wish to address but which are not addressed in this Agreement.
- 12.3 Assignment. Neither Party will have the right to assign, transfer (whether directly or indirectly by way of a change of control) or otherwise dispose of any of its interest in all or any part of the Agreement, whether gratuitously or for consideration, without the prior written consent of the other Party and any attempt to do so will be void, except that:
- (a) E-Comm will have the right at any time without prior consent to assign, transfer or otherwise dispose of the whole of this Agreement to any subsidiary or affiliate company, provided that E-Comm provides notice to the CI911 Partnership within a reasonable time before the effective date thereof and such subsidiary or affiliate company assumes all of the obligations of E-Comm under this Agreement in a form satisfactory to the CI911 Partnership; and
 - (b) CI911 Partnership will have the right at any time without prior consent to assign, transfer or otherwise dispose of the whole of this Agreement to one or more member municipalities or to a wholly-owned subsidiary of the CI911 Partnership.

- 12.4 Notices. Any notice required pursuant to this Agreement will be in writing and delivered personally, by courier or by electronic means of communication to the addresses listed below or to such other address or contact person as either Party may indicate in writing to the other from time to time.

CI911 Partnership

CI911 Partnership
c/o Nanaimo Fire and Rescue
666 Fitzwilliam Street
Nanaimo BC V9R 3B5
Attention: Fire Chief Tim Doyle
Email: tim.doyle@nanaimo.ca

E-Comm

E-Comm Emergency Communications for
British Columbia Incorporated
3301 East Pender Street
Vancouver, BC V5K 5J3
Attention: Stephen Thatcher, Vice President, Operations
Email: stephen.thatcher@ecomm911.ca

AND

Regional District of Nanaimo
6300 Hammond Bay Rd, Nanaimo, BC, V9T 6N2
Attention: Manager, Emergency Services
Email: ebeauchamp@rdn.bc.ca

AND

Cowichan Valley Regional District
175 Ingram St., Cowichan Bay, BC, V9L 1N8
Attention: Manager, Emergency Communications
Email: radio@cvrld.bc.ca

- 12.5 Benefit. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 12.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any previous agreement between the Parties, whether written or verbal.
- 12.7 Severability. If any provision of this Agreement is held to be unenforceable, then such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. The Parties will in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute will be as consistent as possible with the original intent of the Parties.
- 12.8 Waiver. The failure of either Party to require the performance of any obligation hereunder, or the waiver of any obligation in a specific instance, will not be interpreted as a general waiver of any of the obligations hereunder, which will remain in full force and effect.
- 12.9 Amendment. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties.

- 12.10 Relationship of Parties. This Agreement will not create nor will it be interpreted as creating any association, partnership or any agency relationship between the Parties.
- 12.11 Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the Parties attorn to the exclusive jurisdiction of the courts of British Columbia.
- 12.12 Counterparts. This Agreement may be executed electronically and in counterparts, both of which together will constitute one and the same instrument, and either Party may deliver its counterpart page by electronic transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

CI911 PARTNERSHIP	E-COMM EMERGENCY COMMUNICATIONS FOR BRITISH COLUMBIA INCORPORATED
Per: _____	Per: _____
Patrick Robins, Corporate Officer, CVRD Aaron Stone, Chairperson, CVRD	Oliver Grüter-Andrew President and Chief Executive Officer
Per: _____	Per: _____
Sheila Gurrie, Corporate Officer, City of Nanaimo Leonard Krog, Mayor, City of Nanaimo	Stephen Thatcher Vice President, Operations
Per: _____	
Regional District of Nanaimo	

SCHEDULE A

E-COMM RIGHTS AND AUTHORITY WITH RESPECT TO TELUS

E-Comm will have the right and authority to contact and deal with TELUS with respect to all day-today matters and technical issues arising with respect to the Legacy 9-1-1 Service and the NG9-1-1 Service, including:

- (a) statistical reports for the Call Answer Centre and all ERAs within the Serving Area with the understanding that they are to be used exclusively as permitted by Section 8 of the Agreement;
- (b) access to the Master Street Address Guide (MSAG) as it relates to the performance of the call answer function, provided however that E-Comm will not disclose any MSAG information except as permitted by Section 8 of the Agreement and except in connection with E-Comm's support of CAD and RMS systems; and
- (c) service transitions for ERAs, including additional trunk quantities, etc., for agencies moving their call-taking and dispatch functions into the Call Answer Centre. These changes are to be communicated to CI911 Partnership in sufficient time in order to inform all ERAs of the changes. Changes at ERAs not located at the Call Answer Centre will be coordinated through CI911 Partnership and communicated to E-Comm as appropriate.

SCHEDULE B

SERVING AREA

The Serving Area of the CI911 Partnership is the Cowichan Valley Regional District, the Regional District of Nanaimo and the City of Nanaimo.