

Attachment B

Next Generation 9-1-1

Implementation and Operation Contract

**NEXT GENERATION 9-1-1 IMPLEMENTATION AND OPERATION CONTRACT
MUNICIPALITY**

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

BETWEEN:

METRO VANCOUVER REGIONAL DISTRICT

("Metro Vancouver")

AND:

("Municipality")

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

Background

- A. Metro Vancouver has the capacity and was given the authority by its Supplementary Letters Patent dated May 19, 1988 to implement a regional enhanced 9-1-1 emergency telephone system (the "**E9-1-1 Service**");
- B. Pursuant to the Greater Vancouver Regional District E9-1-1 Emergency Telephone Extended Service Establishment Bylaw No. 645, 1990, the E9-1-1 Service function was converted to an extended service and Metro Vancouver was given the authority to enter into contracts for the provision of all or part of such service;
- C. Pursuant to Telecom Regulatory Policy CRTC 2017-182 titled "Next Generation 9-1-1 – Modernizing 9-1-1 networks to meet the public safety needs of Canadians" ("**TRP 2017-182**"), the legacy 9-1-1 calling system is due to be decommissioned by order of the Canadian Radio-television Commission ("**CRTC**"), to be replaced by Next Generation 9-1-1 ("**NG9-1-1**") system which supports telephone calls, sessions and events (voice, text, video and related data and nonhuman-initiated automatic event alerts, such as alarms, telematics, or sensor data, which may also include real-time voice, text, or video communications) sent from the Serving Area to the 3-digit emergency telephone number 9-1-1 and directed to a public safety answering point ("**NG9-1-1 Calls**");
- D. In light of TRP 2017-182, as part of E9-1-1 Service, Metro Vancouver wishes to provide its inhabitants with the NG9-1-1 service ("**NG9-1-1 Service**"). TELUS Communications Inc. ("**TELUS**") is the sole provider of NG9-1-1 Service in British Columbia. In connection with the NG9-1-1 Service, Metro Vancouver entered or will imminently enter into an agreement with TELUS (the "**TELUS Agreement**");
- E. In connection with NG9-1-1 Service, Metro Vancouver, in respect to Electoral Area A, and Metro

Vancouver members, in respect to their respective areas, are expected to create, maintain, and deliver certain GIS and MSAG data to TELUS; and

- F. By executing this letter agreement, Metro Vancouver and the Municipality (the “**Parties**”) wish to set out their respective rights and obligations in connection with the NG9-1-1 Service.

NOW THEREFORE, in consideration of the premises contained herein, and other consideration (the sufficiency of which is agreed by the Parties), the Parties covenant and agree as follows.

1. In this Agreement, including the Recitals, and including Schedule A, capitalized terms have the same meaning as set out in the TELUS Agreement, except as otherwise expressly defined, and except the following:
 - (a) “Agreement” means this agreement between Metro Vancouver and the Municipality; and
 - (b) “Effective Date” means the reference date of this Agreement.
2. 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 only and will not affect the construction or interpretation of the Agreement.
3. In respect to the Municipality’s area, the Municipality will comply with the obligations set out in Schedule A to this Agreement.
4. From time to time, during the Term, the Municipality will deliver to Metro Vancouver such information, records, and documents as Metro Vancouver may reasonably require to confirm compliance by the Municipality with its obligations in this Agreement, including Schedule A. The Municipality acknowledges that Metro Vancouver requires this information to ensure Metro Vancouver’s compliance with the TELUS Agreement.
5. The term of this Agreement will commence on the Effective Date and will continue until the TELUS Agreement expires or is terminated.
6. Subject to the prior approval of TELUS, Metro Vancouver agrees that the Municipality may contact and deal directly with TELUS with respect to matters associated with GIS Data, GIS, and MSAG in the Municipality’s area. Promptly following execution of this Agreement, Metro Vancouver will deliver to TELUS written confirmation of the authority granted to the Municipality pursuant to this section 6.
7. 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.

8. Any notice required pursuant to this Agreement will be in writing and delivered personally, 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.

Metro Vancouver

Metro Vancouver Regional District
Metrotower III
4515 Central Boulevard, Burnaby, BC V5H 0C6
Attention: Division Manager, Protective Services &
Emergency Management
Email: Brant.Arnold-Smith@metrovancover.org

The Municipality

Attention:
Email:

9. This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
10. 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.
11. 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. 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.
13. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties.
14. This Agreement will not create nor will it be interpreted as creating any association, partnership or any agency relationship between the Parties.
15. 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.
16. Time is the essence of this Agreement.
17. 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.
18. Schedule A is attached and forms part of this Agreement.

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

METRO VANCOUVER REGIONAL DISTRICT

THE MUNICIPALITY

Jerry W. Dobrowolny, P.Eng, MBA
Chief Administrative Officer

Schedule A

1. The Municipality confirms that it had the opportunity to review the TELUS Agreement and has received a copy of the TELUS Agreement.
2. For reference, the PSAPs designated under the TELUS Agreement to operate in the Serving Area, and the Emergency Service Zones identified in the TELUS Agreement, are reproduced in Appendix 1 to this Schedule A.
3. The Municipality will not operate a PSAP, or retain any entity to provide services of a PSAP, unless:
 - (a) the Municipality has provided to Metro Vancouver a minimum of 120 days' prior written notice of its intention to do so;
 - (b) Metro Vancouver has confirmed to the Municipality in writing that the proposed PSAP has been designated by Metro Vancouver and TELUS as a PSAP under the TELUS Agreement; and
 - (c) the Municipality has taken reasonable steps to determine that the PSAP is connected to the TELUS NG9-1-1 Network.
4. The Municipality acknowledges that if a PSAP is not designated as a PSAP under the TELUS Agreement, or if a PSAP's operation is not in compliance with the requirements imposed on PSAPs under the TELUS Agreement, TELUS may refuse connecting the PSAP to the TELUS NG9-1-1 Network, or may disconnect the PSAP from the TELUS NG9-1-1 Network, all of which may negatively impact the NG9-1-1 Service.
5. The Municipality acknowledges that under the TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001) (the "**Tariff**"), TELUS will provide NG9-1-1 Service to Metro Vancouver in order to provide End-Users, within the Serving Area, served by Originating Network Providers who have entered into agreements with TELUS with respect to access to NG9-1-1 Service, access to Emergency Services. The Municipality will work collaboratively with Metro Vancouver and TELUS to implement NG9-1-1 Service in the Serving Area in the manner described in the Tariff and in this section 5 of Schedule A. The Municipality acknowledges that answering and handing of emergency calls, sessions, and events, along with the emergency response, are not part of the NG91-1 Service under the Tariff.
6. The Municipality acknowledges that:
 - (a) as set out in section 4.3 of the TELUS Agreement, as of the Effective Date, in the Serving Area, GIS or MSAG are not defined and established under the applicable provincial legislation, and there is no provincial body that acts as a GIS Data Aggregator. NG9-1-1 Service community stakeholders are currently exploring a coordinated approach to have GIS Data aggregation across the Province of British Columbia; and

- (b) as set out in section 3.1.5 of the TELUS Agreement, TELUS will receive GIS Data, aggregate GIS Data into a dataset, and maintain the GIS dataset for the Serving Area.
7. As set out in section 4.2 of the TELUS Agreement, the Municipality acknowledges that in cases where NG9-1-1 Calls are delivered to TELUS without complete location information, they may be routed to a default PSAP which may be a default i3 PSAP, designated by the provincial government of British Columbia, or an alternate default PSAP selected and managed by TELUS.
8. As set out in section 4.4 of the TELUS Agreement, in respect of its area, the Municipality will:
- (a) as of and from a date mutually determined by the Municipality, Metro Vancouver, and TELUS, which date will reflect the implementation of the GIS functionality within the TELUS NG9-1-1 Network, the readiness of the Municipality, and the CRTC directives on the GIS functionality for NG9-1-1 Service:
 - i. maintain Civic Location GIS Data;
 - ii. provide Civic Location GIS Data maintained by the Municipality directly to TELUS in a secure manner without transiting through any shared open platform, the technical details of the manner of transiting to be provided by TELUS in advance of GIS functionality implementation;
 - iii. when required by TELUS, associate Civic Location GIS Data maintained by the Municipality with Emergency Service Zones;
 - iv. inform TELUS of changes in the Civic Location GIS Data maintained by the Municipality. Changes in that data must be reported to TELUS as soon as possible; and
 - v. correct discrepancies and errors with submitted Civic Location GIS Data, as reported by TELUS, as soon as possible after receiving from TELUS a Discrepancy Report identifying the discrepancy/error, and resubmit the data to TELUS;
 - (b) provide TELUS access to the Municipality's data file of street names and house number ranges (also known as the Municipality's Master Service Addressing Guide) until such time as the legacy 9-1-1 network is decommissioned or advised by TELUS that the data file of street names and house number ranges is no longer required; and
 - (c) notify TELUS and Metro Vancouver in writing, as soon as possible after entering into this Agreement, and subsequently in accordance with section 10 of this Schedule A, if the LGA or the LGA Member intends to have a third party submit to TELUS GIS Data on its behalf.
9. As set out in section 4.5 of the TELUS Agreement:

- (a) the Parties acknowledge that the NG9-1-1 GIS Data Model is in its preliminary stages of implementation in Canada;
 - (b) the Municipality acknowledges that in cases where NG9-1-1 Calls are delivered to TELUS without complete location information, they may be routed to a default PSAP which may be a default i3 PSAP, designated by the provincial government of British Columbia, or an alternate default PSAP selected and managed by TELUS¹;
 - (c) the Municipality, in respect to its area, does not manage Civic Location GIS Data for provincial highways. This Civic Location GIS Data is managed by the Province of British Columbia. The Municipality will use reasonable commercial efforts to collaborate with Metro Vancouver and the Province of British Columbia, as necessary to facilitate the submission to TELUS of Civic Location GIS Data by the Province on provincial highways; and
 - (d) the Municipality, in respect to its area, does not manage Civic Location GIS Data for federal highways, and other types of federal lands (including airport lands and port lands). The Municipality will use reasonable commercial efforts to collaborate with Metro Vancouver, the Government of Canada, or its agents, as applicable, and the Province of British Columbia, to facilitate the submission to TELUS by either of the foregoing entities of Civic Location GIS Data on federal lands.
10. As set out in section 4.6 of the TELUS Agreement, the Municipality will provide Metro Vancouver a minimum of 120 days' written notice of an intended change in the Civic Location GIS Data providers, to enable Metro Vancouver to provide TELUS with a 90 days' written notice to that effect.
11. As set out in section 4.7 of the TELUS Agreement, the Municipality acknowledges that TELUS will collaborate with the Province of British Columbia to engage directly with First Nation governments in the Serving Area to support the collection and aggregation of GIS Data on the First Nation Lands. The Municipality will assist Metro Vancouver, TELUS and the Province to identify the First Nation Lands in the Municipality's area.
12. As set out in section 4.12, the Municipality acknowledges that, from time to time, due to unforeseen major outages or planned upgrades, TELUS network may be impacted and changes to addressing database may be suspended. The Municipality will support Metro Vancouver and TELUS, and work cooperatively with Metro Vancouver and with TELUS during such events.
13. As set out in section 7.1 of the TELUS Agreement, forthwith after signing this Agreement, the Municipality will deliver to Metro Vancouver and to TELUS the Confidential Information Consent

¹ See also section 7 of this Schedule A. This acknowledgment is duplicated in the same manner in the TELUS Agreement.

Form, signed by an authorized signatory of the Municipality, in the form attached as Appendix 2 to this Schedule A.

14. As set out in section 7.3 of the TELUS Agreement, the Municipality acknowledges that TELUS' commitment to the protection of personal information is further detailed in the TELUS Business Customer Privacy Policy available at www.telus.com/businessprivacy. TELUS' provision of the NG9-1-1 Service is subject to this policy. This policy may be updated by TELUS from time to time, provided that all updates must be in compliance with all applicable laws. The amended policy will be posted at the location above. Unless otherwise indicated, the effective date of the amended policy will be the date of posting.
15. As set out in section 7.4 of the TELUS Agreement, the Municipality agrees that any information including any and all written documentation provided by TELUS to the Municipality, directly or through Metro Vancouver, pertaining to the design, development, implementation, the operation and the maintenance of the NG9-1-1 Service is confidential, and will be provided only to such persons who have a need to know for the purposes of NG9-1-1 Service. The Municipality will not, and will not permit any of its employees, servants, agents, assignees and/or contractors, 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 NG9-1-1 Service.
16. The Parties will:
 - (a) abide by all applicable federal and provincial legislation with respect to the protection of privacy and confidential information in effect from time to time;
 - (b) promptly advise each other of any security incident that involves loss or unauthorized disclosure of confidential or personal information collected and retained pursuant to this Agreement, and cooperatively work to address any such incident;
 - (c) promptly assist each other to respond to any information requests which require response pursuant to applicable laws; and
 - (d) promptly assist each other in connection with a privacy impact assessment prepared by either Party in connection with the NG9-1-1 Service in the Serving Area.
17. The Municipality will indemnify Metro Vancouver against all reasonable claims and expenses (including reasonable legal costs) that Metro Vancouver incurs as a result of breach by the Municipality of its obligations under sections 13 to 16 (inclusive) of this Schedule A, except to the extent resulting from wrongful acts or gross negligence of Metro Vancouver, or breach by Metro Vancouver of its obligations under sections 13 to 16 (inclusive) of this Schedule A.
18. As set out in section 12.2 of the TELUS Agreement, the Municipality acknowledges that TELUS may immediately suspend the entirety or a portion of the NG9-1-1 Service if TELUS has

reasonable cause to believe that the Metro Vancouver's NG9-1-1 traffic is compromised or otherwise poses a risk to the NG9-1-1 Service or the TELUS NG9-1-1 Network.

19. Appendices 1 and 2 are attached to and form part of this Schedule A.

20. Sections 13 to 17 (inclusive) will survive the expiration or the earlier termination of this Agreement.

**Appendix 1
PSAPs and Emergency Service Zones**

PSAP Serving Information					
PSAP Name	PSAP Address	PSAP Address – Backup Site	Target Migration Date		
E-Comm 9-1-1	3301 E Pender Street Vancouver, BC	2955 Virtual Way Vancouver, BC			
Burnaby Fire Dispatch	4867 Sperling Ave Burnaby, BC	3151 Gilmore Diversion Burnaby, BC			
Surrey Fire Regional Dispatch	8767 132nd Street Surrey, BC	14355 57th Avenue Surrey, BC			
E-Comm Fire Dispatch	3301 E Pender Street Vancouver, BC	2955 Virtual Way Vancouver, BC			
E-Comm Police	3301 E Pender Street Vancouver, BC	2955 Virtual Way Vancouver, BC			
Metro Vancouver Regional District					
ESZ	Community	Local Government	9-1-1 Answer	Fire	Police
4221	Electoral Area A: University Endowment Lands University of British Columbia	Metro Vancouver RD	ECOMM	ECOMM Fire	ECOMM Police
4261	City of Vancouver	Metro Vancouver RD	ECOMM	ECOMM Fire	ECOMM Police
4277	City of Richmond	Metro Vancouver RD	ECOMM	ECOMM Fire	ECOMM Police
4298	City of Burnaby	Metro Vancouver RD	ECOMM	Burnaby Fire	ECOMM Police
4461	Village of Anmore Village of Belcarra Electoral Area A: Boulder Island and	Metro Vancouver RD	ECOMM	Surrey Fire	Coquitlam RCMP

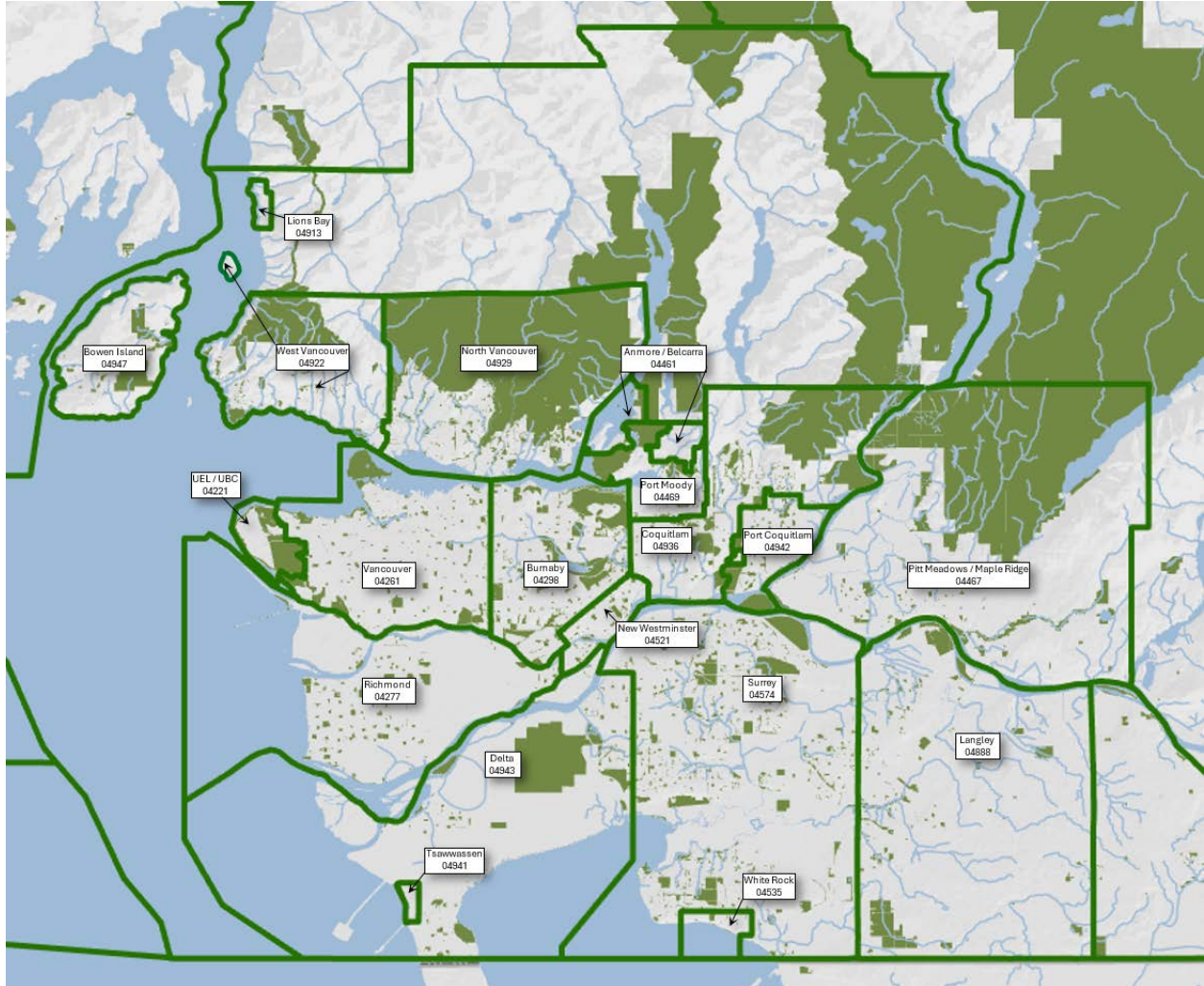
	Carraholly Point				
4467	City of Maple Ridge City of Pitt Meadows Electoral Area A: including communities of Ocean Point, Strachan Point and Montizambert Wynd ²	Metro Vancouver RD	ECOMM	Surrey Fire	ECOMM Police
4947	Bowen Island Municipality	Metro Vancouver RD	ECOMM	Surrey Fire	ECOMM Police
4469	City of Port Moody	Metro Vancouver RD	ECOMM	ECOMM Fire	ECOMM Police
4521	City of New Westminster	Metro Vancouver RD	ECOMM	ECOMM Fire	ECOMM Police
4535	City of White Rock	Metro Vancouver RD	ECOMM	Surrey Fire	RCMP Surrey
4574	City of Surrey ³ Electoral Area A: Barnston Island	Metro Vancouver RD	ECOMM	Surrey Fire	RCMP Surrey
4888	City of Langley Township of Langley	Metro Vancouver RD	ECOMM	Surrey Fire	RCMP Langley

² See Appendix 1 to this Schedule B for sketch plan of the area.

³ The City of Surrey coordinates PSAP operations within the municipal boundaries of the City of Surrey. See section 1.3 of this Agreement.

4913	Village of Lions Bay	Metro Vancouver RD	ECOMM	Surrey Fire	ECOMM Police
4922	District of West Vancouver Electoral Area A: Bowyer Island, Passage Island	Metro Vancouver RD	ECOMM	Surrey Fire	ECOMM Police
4929	City of North Vancouver District of North Vancouver	Metro Vancouver RD	ECOMM	Surrey Fire	ECOMM Police
4936	City of Coquitlam	Metro Vancouver RD	ECOMM	ECOMM Fire	Coquitlam RCMP
4941	scəwəθən məsteyəx ^w Tsawwassen First Nation Lands	Metro Vancouver RD	ECOMM	ECOMM Fire	ECOMM Police
4942	City of Port Coquitlam	Metro Vancouver RD	ECOMM	Surrey Fire	Coquitlam RCMP
4943	City of Delta	Metro Vancouver RD	ECOMM	ECOMM Fire	ECOMM Police

Appendix 1 continued - Emergency Service Zones



Appendix 2
Confidential Information Consent Form

From: _____ (the “Municipality”)

To: TELUS COMMUNICATIONS INC. (TELUS)

Re: NG9-1-1 Service provided by TELUS within the geographic boundaries of Metro Vancouver Regional District (NG9-1-1 Service)

Date:

Unless the Municipality provides express written consent, or disclosure is pursuant to an applicable law, all information provided to TELUS by the Municipality in connection with NG9-1-1 Service, other than the Municipality’s name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than:

- (a) The Municipality;
- (b) A person who, in the reasonable judgment of TELUS, is seeking the information as an authorized agent of the Municipality;
- (c) Another telecommunications company, provided the information is required for the efficient and cost-effective provision of the NG9-1-1 Service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- (d) An agent retained by TELUS in the collection of payments (if any) lawfully due to TELUS by the Municipality in connection with NG9-1-1 Service, provided the information is required for and is to be used only for that purpose;
- (e) Governmental authority or agent of a governmental authority, for emergency public alerting purposes, if the governmental authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information; and
- (f) A TELUS affiliate involved in supplying Metro Vancouver Regional District and/or the Municipality with the NG9-1-1 Service, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

By: