

## ATTACHMENT NO. 2

### 9-1-1 SERVICE AGREEMENT

BETWEEN:

The Corporation of the City of Belleville

and

The Corporation of the City of Quinte West

and

The Corporation of the County of Hastings and

Her Majesty the Queen in Right of Canada, represented

by the Minister of National Defence

(Hereinafter referred to as the "party municipalities")

WHEREAS the party municipalities executed a Joint Powers Agreement dated May 26<sup>th</sup>, 1997 wherein the parties agreed to share the management, administration and costs of operating a 9-1-1 Service within their corporate boundaries;

AND WHEREAS the party municipalities amended and executed a 9-1-1 Service Agreement dated February 1<sup>st</sup>, 2006 to replace the Joint Powers Agreement date May 26<sup>th</sup>, 1997;

AND WHEREAS the party municipalities intend this Agreement to replace the 9-1-1 Service Agreement dated February 1<sup>st</sup>, 2006 which has lapsed;

NOW THEREFORE the parties in consideration of the mutual covenants contained herein, agree as follows:

#### 1. Definitions

"9-1-1 Service" means the emergency telephone reporting system.

"8 Wing/CFB Trenton" means the Canadian Forces Base, Trenton, under the control of Her Majesty the Queen in the Right of Canada represented by the Minister of National Defence.

"Party Municipalities" means The Corporation of the City of Belleville, The Corporation of the City of Quinte West, The Corporation of the County of Hastings, and 8 Wing/CFB Trenton.

#### 2. Host Municipality

- (a) The Corporation of the County of Hastings shall be the managing municipality and shall manage the delivery of the 9-1-1 Service on behalf of the party municipalities.
- (b) The Hastings County Planning And Development Committee, a sub-committee of The Corporation of the County of Hastings shall assume responsibility for the management of the 9-1-1 Service through a sub-committee thereof as described in paragraph 2(c).

- (c) The Hastings County Planning And Development Committee shall create a sub-committee to the Planning And Development Committee to consist of one representative from and appointed by each of the party municipalities who shall assume responsibility for the creation of policies and budgets respecting the provision of the 9-1-1 Service, for recommendation to the Hastings County Planning And Development Committee.

### **3. Funding**

- (a) The party municipalities shall be responsible for all costs related to the provision of the 9-1-1 Service, and the County of Hastings shall recover the costs for the provision of the 9-1-1 Service in accordance with the following procedure:

The Corporation of the County of Hastings shall invoice the other party municipalities for their respective share of the costs of providing the 9-1-1 Service. The cost of providing the 9-1-1 Service shall be allocated and levied to all of the party municipalities on a per capita basis based on their respective populations as designated by the Province of Ontario according to the most recently published Municipal Directory at the time of the assessment and in the case of 8 Wing/CFB Trenton, as provided by the Base Commander. The Base Commander of 8 Wing/CFB Trenton will advise The Corporation of the County of Hastings of the population of the Base's Residential Accommodation Units (RAU's). within limits of The Corporation of the City of Quinte West. The base RAU's population will be deducted from The Corporation of the City of Quinte West's population figures for the purposes of calculating The Corporation of the City of Quinte West's share of the cost where they are included in the City's population.

- (b) The Corporation of the County of Hastings shall prepare proposed budget estimates for the same year respecting the cost of providing the 9-1-1 Service. Final budget estimates shall be provided to the party municipalities no later than March 31, unless circumstances beyond the County's control dictate otherwise.

### **4. Indemnity**

- (a) All party municipalities save and except for 8 Wing/CFB Trenton hereby undertake to indemnify and save each other harmless from any liability, civil or criminal, or otherwise in law arising from the operation of the 9-1-1 Service to the residents of the party municipalities, and agree to maintain a policy or policies of comprehensive general liability insurance in the minimum amount of \$7- million. As the Crown is self-insured pursuant to Section 7 of the Financial Administration Act, and its servants are indemnified pursuant to Treasury Board Policy, 8 Wing/CFB Trenton agrees to assume sole liability for the acts, errors, omission or negligence of its Crown servants in the operation of the 9-1-1 Service.
- (b) Each of the insurance policies of The Corporation of the County of Hastings, The Corporation of the City of Belleville, and The Corporation of the City of Quinte West shall include the other party municipalities including 8 Wing/CFB Trenton as an additional insured, in respect of and during the provision of this Agreement. Each policy shall also contain a cross-liability clause endorsement and a clause including liability arising out of this Agreement.

### **5. Termination and Amendment of this Agreement**

- (a) The party municipalities agree not to terminate or amend this Agreement except as provided in this section.

- (b) The party municipalities may on the consent of all of the party municipalities amend or terminate this Agreement.
- (c) Any party municipality may request a review and renegotiation of the terms of this Agreement by providing written notice to the other party municipalities at least 30 days before December 31 in any year.
- (d) Unless terminated pursuant to subsection 5(b) of this Agreement, this Agreement shall expire on the date ten (10) years following the effective date of this Agreement.

**6. Revocation of Prior Agreements**

- (a) Upon the effective date of this Agreement, all prior existing Agreements between the party municipalities for the provision of the 9-1-1 Service, save and except the Agreements listed in clause 7(a), are hereby terminated.

**7. Successors and Assigns**

- (a) This Agreement shall ensure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

**8. Notices**

- (a) Any notice or other communication by any party to this Agreement to the other shall be deemed to have been given on the date of delivery, in the case of personal delivery or facsimile transmission. In the case of registered mail, any such notice sent by that means shall be deemed to have been sufficiently given five business days after such notice was mailed in such manner.
- (b) Any notice required to be given in writing by one party to the other shall be addressed, in the case of the County, to:

The Chief Administrative Officer  
The Corporation of the County of Hastings  
P.O. Bag 4400  
235 Pinnacle  
Street Belleville,  
Ontario K8N 3A9

Phone: 613-966-1319  
Fax: 613-966-2574

and, in the case of notice to the City of Belleville, to:

The Chief Administrative Officer  
The Corporation of the City of Belleville  
169 Front Street Belleville, Ontario  
K8N 2Y8

Phone: 613-967-3268  
Fax: 613-967-3209

and, in the case of the City of Quinte West, to:

The Chief Administrative Officer

The Corporation of the City of Quinte West  
7 Creswell Drive  
P.O. Box 490  
Trenton, Ontario  
K8V 5R6

Phone: 613-392-2841  
Fax: 613-392-5608

and, in the case of Her Majesty, to:

Wing Commander  
8 Wing/CFB Trenton  
PO Box 1000 Station Forces  
Astra, Ontario KOK 3WO

Phone: 613-392-2811, extension 3300  
Fax: 613-965-3944

(c) Each party shall be responsible to provide to the other a current address, telephone number including a cell number and facsimile number. Failure to comply with this sub-article shall operate to the detriment of the party, which failed to provide any such current address, telephone number or facsimile number.

#### **9. Entire Agreement**

This Agreement contains the entire Agreement between the parties, and it is acknowledged and agreed that there are no other representations, warranties, conditions, collateral agreements, inducements or promises, oral or otherwise, affecting the relationship among the party municipalities except as set out herein.

#### **10. Further Assurances**

Each of the parties shall, upon the request of the other, execute such further and other documents, deeds, things, and assurances for the better performance of this Agreement.

#### **11. Severability**

The invalidity, illegality or unenforceability of any particular provision, article or sub-article in this Agreement shall not affect any other provision of this Agreement, and the balance of this Agreement shall remain valid and in full force and effect notwithstanding any such invalidity, illegality or unenforceability.

#### **12. Waiver**

The failure of any party to require performance by the other of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision. Nor shall the waiver of a breach of any provision by any party be taken or be held to be a waiver of any further breach of the same provision or the breach of any other provision of this Agreement.

#### **13. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

**14. Effective Date**

(a) The Agreement shall take effect on November 1, 2016.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 2016

Signed, Sealed and Delivered  
In the Presence of:

**The Corporation of the City of Belleville**

\_\_\_\_\_  
**Mayor, Taso Christopher**

\_\_\_\_\_  
**City Clerk, Matt MacDonald**

**The Corporation of the City of Quinte West**

\_\_\_\_\_  
**Mayor, Jim Harrison**

\_\_\_\_\_  
**City Clerk, Kevin Heath**

**The Corporation of the County of Hastings**

\_\_\_\_\_  
**Warden, Rick Phillips**

\_\_\_\_\_  
**County Clerk, Jim Pine**

**Her Majesty the Queen in Right of Canada,  
Represented by the Minister of National Defence**

\_\_\_\_\_  
**Minister of National Defence as represented by  
the Wing Commander, 8 Wing/CFB Trenton**