

Report to Community and Protective Services Committee

To: Chair and Members,
Community and Protective Services Committee

From: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Subject: 2023-2024 Next Generation 9-1-1 Transition Funding Support – Transfer Payment Agreements

Date: January 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreements:

- a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at a Municipal Council meeting on February 13, 2024, to:
 - (i) approve the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement, attached as Appendix “A,” between His Majesty the King in right of Ontario as represented by the Solicitor General and The Corporation of the City of London and London Police Service Communications Section;
 - (ii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Agreement;
 - (iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute any further amending agreements to the above-noted Transfer Payment Agreement;
 - (iv) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any financial reports required under the Agreement; and,
 - (v) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute a future agreement between The Corporation of the City of London and the London Police Services Board assigning the terms of Schedule ‘A’ of Appendix ‘A’ to the London Police Services Board; and
- b) the attached proposed by-law (Appendix “B”) **BE INTRODUCED** at a Municipal Council meeting on February 13, 2024 to;
 - (i) approve the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement, attached as Schedule “B”, between His Majesty the King in right of Ontario as represented by the Solicitor General and The Corporation of the City of London (London Fire Department-Communications Division);
 - (ii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the Agreement;
 - (iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute any further amending agreements to the above-noted Transfer Payment Agreement; and,
 - (iv) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any financial reports required under the Agreement.

Executive Summary

This report recommends that the Corporation of the City of London enter the Year Two (2023-2024) Next Generation 9-1-1 (NG 9-1-1) Transition Funding Support Transfer Payment Agreements between His Majesty the King in right of Ontario as represented by the Solicitor General, and the Corporation of the City of London (the “Recipient”), attached as Schedule A to the proposed by-laws. There are two Transfer Payment Agreements attached to this report. The “Recipient” in Appendix A is the London Police Service and the “Recipient” in Appendix B is the London Fire Department.

Previous Reports Pertinent to this Matter

- [Next Generation 9-1-1 Transition Funding Support- Transfer Payment Agreements](#) (March 21, 2023)
- [Next Generation 9-1-1 Authority Service Agreement with Bell Canada](#) (January 31, 2023)

Linkage to the Corporate Strategic Plan

The NG 9-1-1 Transition Funding Support fund is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2023-2027:

Well-Being and Safety

- London has safe, vibrant, and healthy neighbourhoods and communities.

Climate Change and Sustainable Growth

- London infrastructure and systems are built, maintained, and operated to meet the long-term needs of the community.

Analysis

1.0 Discussion and Considerations

1.1 Background and Purpose

In June 2017, the Canadian Radio-Telecom Commission (CRTC) directed telecom companies to upgrade their networks, as the current analog E9-1-1 network was reaching the end of its useful life and to prepare for the transition to Next Generation 9-1-1 (NG 9-1-1) voice and messaging services with Internet Protocol (IP) settings. All 9-1-1 agencies in Canada currently providing E9-1-1 services must migrate to the NG 9-1-1 network by March 4, 2025, as E9-1-1 will be decommissioned. As primary and secondary Public Safety Answering Points (PSAPs), London Police Service (LPS) and London Fire Department (LFD) must upgrade their infrastructure to have the capabilities to receive, transfer and process NG 9-1-1 calls. Currently, both LPS and LFD have begun projects to transition to NG 9-1-1.

On April 14, 2022, the Ontario Government announced they were investing \$208 million over three years to enhance the province’s 9-1-1 emergency response system through the NG 9-1-1 Transition Funding Support Program. This funding will enable significant technology upgrades to support PSAPs in Ontario transition to the new NG 9-1-1 network.

The first round of funding was announced by the Ontario Government on November 28, 2022. The first round of funding was intended to be utilized for new NG 9-1-1 technology and associated costs incurred in the 2022-2023 fiscal year (April 1, 2022 to March 31, 2023). On March 2, 2023, the Province informed the applicants from the City of London, as well as PSAP contacts from the LPS and LFD, that their applications for the NG 9-1-1 Transition Funding Support fund for the 2022-2023 fiscal year were successful. In response to their submission, LPS was eligible for \$700,000 and LFD was eligible for \$900,000.

Civic Administration brought forward a report to a special meeting of Municipal Council on March 28, 2023, recommending that the City enter into the Next Generation 9-1-1 Transition Funding Support Transfer Agreement between His Majesty the King in the right of Ontario as represented by the Solicitor General, and the Corporation of the City of London. Council passed by-laws that approve the entering into of the two agreements, one for London Police Service and the other for London Fire Department.

The purpose of this report is to:

- 1) provide an overview of the second round 2023-2024 Next Generation 9-1-1 Transition Funding Support submission: and,
- 2) present for consideration of approval the Agreements between His Majesty the King in Right of Canada as represented by the Ministry of the Solicitor General and The Corporation of the City of London (the “Recipient”).

1.2 Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Submission

On August 10, 2023, the Ontario Government announced that the second round of funding for the NG 9-1-1 Transition Funding Support had opened. To be eligible for the second round of funding, applicants must have successfully applied for the first round (2022-2023). The eligible costs for the second round of funding had to fit within the scope of the Province’s guidelines below;

- One-time expenses incurred from April 1, 2023, to March 31, 2024, that are necessary to obtain and be able to operate a NG9-1-1 call handling system compliant with National Emergency Number Association (NENA) standards, capable of processing NG9-1-1 voice and data records, and that relate to one or more of the following are eligible to be funded:
 - (1) Upgrades to 9-1-1 system technology for the purpose of NG9-1-1 compliance,
 - (2) Procuring services necessary to obtain or implement a NG9-1-1 system, and
 - (3) Data centre upgrades specific to NG9-1-1.

On November 29, 2023, the Province informed the applicants from the City of London, as well as PSAP contacts from the LPS and LFD, that their applications for the second round of NG 9-1-1 Transition Funding Support fund were successful. In this second round of funding, LPS was eligible for \$3,295,115 and LFD was eligible for \$775,735, subject to signing a Letter of Intent and the Transfer Payment Agreement. For the funds to be transferred to the City for disbursement, an executed Transfer Payment Agreement for each approved application is required, no later than February 16, 2024.

2.0 Financial Impact/Considerations

The funds are intended to offset expenditures made by LPS and LFD to transition to NG 9-1-1 in the 2023-2024 fiscal year. LPS is eligible to receive \$3,295,115 in funding and LFD is eligible to receive \$775,735.

The 2024-2025 funding allocation under the NG 9-1-1 Transition Support program will be communicated to all applicants that applied for the initial funding stream when submissions for another round of funding opens later this year.

3.0 Risk Considerations

3.1 Indemnity

In Schedule ‘A’ of the Transfer Payment Agreements, Article 9.0 – Indemnity requires the City to indemnify and hold harmless the King, the Minister, agents, appointees and employees from and against any loss or proceeding, unless solely caused by the Minister’s gross negligence or wilful misconduct. Although this clause exposes the City to risk, the benefits of the Agreement outweigh the risks. The City mitigates these risks through project management and control measures, liability transfers and applicable insurance.

3.2 Payment of Funds to LPS

In entering into the Agreement with the province for funding for the LPS, the City assumes liability for the funds which are to offset costs incurred by the LPS to transition to NG 9-1-1 in the 2023-2024 fiscal year. Due to the relationship between the City and LPS as separate legal entities, the City has no control over how the funds are managed once they are in the possession or control of LPS. As such, there is some risk that the City may not be able to fulfill all its obligations under Schedule ‘A’ of the Agreement once the City distributes the funds to LPS.

Specifically, Schedule A lists requirements which the City may not be able to agree to in the absence of any written agreement with the London Police Services Board assigning the rights and responsibilities to the Board. The provisions which concern Civic Administration include but are not limited to:

a) A2.3 – Representations, Warranties, and Covenants – Governance

The City does not have full power to fulfill its obligations under the Agreement once the funds are distributed. The City does not have control and/or information with respect to written procedures that the LPS will manage the funds prudently and effectively and identify risks to the completion of the Project and address the risks.

b) A4.3 – Use of Funds and Carry out the Project

The City has no control over how the Project is carried out. The Transfer Payment Agreement makes no note that the LPS is responsible for carrying out the Project.

c) A5.2 – Disposal

The City has no way of preventing the LPS from, without the Province's prior written consent, selling, leasing or otherwise disposing of any asset purchased or created with the Funds or for which the Funds were provided.

d) A13.2 – Consequences of Events of Default and Corrective Action

If, in the opinion of the Province, the City breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to carry out the Project, use or spend funds, in accordance with the terms of the Agreement, such an event would constitute an Event of Default. The Agreement lists potential remedies as consequences of an Event of Default, which include a demand by the Province that the City repay any Funds that were provided.

To mitigate the risks of an Event of Default occurring and incurring liability to repay any funds that are deemed to have not been used in accordance with the Agreement, Civic Administration propose that the City enter into a future agreement with the London Police Board Services prior to dispensing the Funds to the LPS, which will contain the same terms as those in the Agreement. This was the process that was undertaken successfully with the first round of provincial funding.

Conclusion

The Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support is intended to help Public Service Answering Points (PSAP's) transition to the new NG 9-1-1 infrastructure. Pending Council's approval, the funding allocated through the attached Transfer Payment Agreement will offset costs incurred by the London Police Service and London Fire Department from April 1, 2023 to March 31, 2024.

Prepared by: Cori Dooling, Emergency Communications System Technologist

Submitted by: Paul Ladouceur, Director, Emergency Management and Security Services

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

c: Lynne Livingstone, City Manager
John Paradis, Deputy City Manager, Enterprise Supports
Thai Truong, Chief of Police, London Police Service
Lori Hamer, Fire Chief, London Fire Department
Anna Lisa Barbon, Deputy City Manager, Finance Supports
Lynn Marshall, Solicitor II, Legal Services
Jason Wills, Manager III, Risk Management, Legal Services

Bill No.

By-law No.

A by-law to approve and authorize the execution of the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London and London Police Service – Communications Section.

WHEREAS subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the Municipal Act, 2001 provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement (the "Agreement") between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London and London Police Service – Communications Section, substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved, noting this is the second round of three years of funding.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated the authority to execute any financial reports required under this Agreements.
5. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to approve and execute a future agreement between The Corporation of the City of London and the London Police Services Board assigning the terms of Schedule 'A' of Appendix 'A' to the London Police Services Board.
6. This by-law comes into force and effect on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

**Schedule A: Year Two (2023-2024) Next Generation 9-1-1 Transition Support Fund -
Transfer Payment Agreement (London Police Service – Communications Section)**

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2023

B E T W E E N :

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

(the “Province”)

- and -

**The Corporation of The City of London (London Police
Service)**

(the “Recipient”)

BACKGROUND

The Province is providing Next Generation 9-1-1 (NG9-1-1) funding over three years to support Public Safety Answering Points (PSAPs) in Ontario with their transition to the new 9-1-1 emergency services communications system.

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) mandated that emergency telecommunications networks must transition to a new digital 9-1-1 platform, referred to as NG9-1-1, by March 4, 2025.

The NG9-1-1 funding is intended to provide one-time support funding for PSAPs in acquiring critical NG9-1-1 technology and in addressing certain other NG9-1-1 local operational needs. The funding is intended to support PSAPs with initial technology and related infrastructure requirements, as well as project, change management, and training costs that may be incurred. The NG9-1-1 support funding is not intended to cover all NG9-1-1 related expenses.

This Transfer Payment Agreement is prepared under this program to support the Recipient’s PSAP in meeting the March 4, 2025 federally mandated deadline with

eligible expenditures to implement technology and infrastructure upgrades to support the transition to NG9-1-1.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules form part of the Agreement:

| | |
|----------------|--------------------------------------------------------|
| Schedule "A" - | General Terms and Conditions |
| Schedule "B" - | Project Specific Information and Additional Provisions |
| Schedule "C" - | Project |
| Schedule "D" - | Budget |
| Schedule "E" - | Payment Plan |
| Schedule "F" - | Reports. |

1.2 **Entire Agreement.** The Agreement 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 **One and the Same Agreement.** 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 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** 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;
- (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; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("**FAA**") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- 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: Mario Di Tommaso
Title: Deputy Solicitor General, Community Safety

**The Corporation of The City of London (London
Police Service)**

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 A12.1.

“**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 or the Expiry Date, whichever is first.

“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, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum 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 A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

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

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 capacity 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 or Article A12.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds 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 "E"; and
- (c) deposit the Funds into an account the Recipient designates 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 required 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; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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 been 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 do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province 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 do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior 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 set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **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 by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **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 the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate 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 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 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 set out in Schedule "B" per occurrence, which commercial general liability 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) at least 30 days' 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

required by section A10.1; or

(ii) other proof that confirms the insurance coverage required by section A10.1; and

(b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

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 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 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 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 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 A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control 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;
- (d) the Recipient ceases to operate.

A12.2 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;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to

collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(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.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that 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;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 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 to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

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

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 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 at the address set out in Schedule "B".

A15.5 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.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 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 fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(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, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 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.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver

of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **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 Her 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.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, 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 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum Funds | \$3,295,115 |
| Expiry Date | June 30, 2024 |
| Amount for the purposes of section A5.2 (Disposal) of Schedule "A" | \$3,295,115 |
| Insurance | \$ 2,000,000 |
| Contact information for the purposes of Notice to the Province | 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 | Position: Address: Fax: 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 | Position: Address: Fax: Email: |

Additional Provisions:

None

**SCHEDULE “C”
PROJECT**

In order to ensure NG9-1-1 readiness, the Recipient will obtain:

1) The following NG9-1-1 technology upgrades:

| Item | Description |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NG9-1-1 hardware | Light polls from Solacom ONX switches firewalls Desk Retro fits for solacom PDU Switches 4 routers for Solacom integration 4 S-com workstation KVM's |
| NG9-1-1 software | Telephone directory software PSAP position software - 4 add'l |
| NG9-1-1 licensing costs | Cyber Security for Solacom Solacom Support Software licencing for Solocom Guardian |
| Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony | Video display for GIS integration for NG911 calling of ANI/ALI Call recording/log technology for RTT texting - Servers for storage of additional data |
| Computer Aided System (CAD) NG9-1-1 system integrations | As the test centre for Solacom we know individual programming changes will be required to make CAD compatible with Solacom and the ESInet. Until we test we don't know what those changes will be. |
| Management Information System NG9-1-1 system integrations | Capacity planning / availability monitoring to detect when the NG WAN or ESInet has crashed |
| Local Area Network (LAN), Wide Area Network (WAN) design configuration, capacity, security | Design and configuration of secure closed networks that loop in 911 PSAPs for both the LPS and LFD - Switches and accessories Installation of firewalls to protect all WANs |
| Radio system NG9-1-1 integrations | PAC units to integrate Solacom with radio x 4 - |
| Other | Remaining balance of Solacom contract - (one year's cost for warranty) |

2) The following NG9-1-1 project supports:

| Item | Description |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Project management required to implement NG9-1-1 | Project Manager IT Architect |
| Change management to manage technology changes (may include consultant and/or resources to | Professional Consulting Systems Architecture Fire Wall Design Consulting |

| | |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| identify technical and operational requirements) | Change Management Consulting Quality Assurance Auditing best practices consultation |
| Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1) | Training to operate system Managed services at set up NENA Communicators Conference ESWG- Ottawa Face to Face Conference - 5 people |
| Dedicated NG9-1-1 project resources (technical and operational resources) | T Senior System Analyst (35%) x 3 IT System Analyst (35%) x 4 Network and PC Tech (20%) x3 IT Supervisors (30%) x 2 IT Director (5%) Director of Finance (5%) Deputy Chief of Police (1%) |
| Consultants (pertaining to NG9-1-1) | Computer / Electrical engineers and other IT services |

3) The following to meet NG9-1-1 infrastructure requirements:

| Item | Description |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system | Cooling is required to keep that server functioning. |
| NG9-1-1 network requirements (circuits, servers etc.) | 3 10G Circuits Addition of redundant Bell fibre at back up 911 |
| NG9-1-1 system management, monitoring, and security | Core A and Core B along with fire suppression and monitoring |
| NG9-1-1 server racks and cabling | Data cabling and trays |

SCHEDULE "D"
BUDGET

The Recipient may spend the Funds on any of the items identified in the description of the Project up to, but not exceeding, the maximum amount specified for that item in the table below, unless the Province provides by Notice to exceed that amount. Note that the Maximum Funds set out in Schedule "B" (\$3,295,115) might not be equal to the total of the maximum amounts that may be spent on particular items of the Project. The Recipient must allocate the Funds to the various items in the Project, subject to the limits set out in the table below. If the Recipient wishes to spend more on an item than the maximum amount specified for that item, the Recipient may, by Notice, request that the Province consent to the Recipient exceeding that amount.

| Item | Description | Maximum Amount |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| NG9-1-1 Technology Upgrades | | |
| NG9-1-1 hardware | Light polls from Solacom ONX switches firewalls Desk Retro fits for solacom PDU Switches 4 routers for Solacom integration 4 S-com workstation KVM's | \$200,000.00 |
| NG9-1-1 software | Telephone directory software PSAP position software - 4 add'l | \$100,000.00 |
| NG9-1-1 licensing costs | Cyber Security for Solacom - year 1 Solacom Support - Year 1 Software licencing for Solocom Guardian- year 1 | \$301,000.00 |
| Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony | Video display for GIS integration for NG911 calling of ANI/ALI Call recording/log technology for RTT texting | \$460,000.00 |
| Computer Aided System (CAD) NG9-1-1 system integrations | As the test centre for Solacom we know individual programming changes will be required to make CAD compatible with Solacom and the ESInet. Until we test we don't know what those changes will be. AS such, additional compatibility est. | \$50,000.00 |
| Management Information System NG9-1-1 system integrations | Capacity planning / availability monitoring to detect when the NG WAN or ESInet has crashed | \$25,000.00 |
| Local Area Network (LAN), Wide Area Network (WAN) design configuration, capacity, security | Design and configuration of secure closed networks that loop in 911 PSAPs | \$125,000.00 |

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| | for both the LPS and LFD - Switches and accessories Installation of firewalls to protect all WANs | |
| Radio system NG9-1-1 integrations | PAC units to integrate Solacom with radio x 4 | \$10,000.00 |
| Other | Remaining balance of Solacom contract - (one year's cost for warranty) | \$138,949.00 |
| NG9-1-1 Project Support | | |
| Project management required to implement NG9-1-1 | Project Manager (100%) IT Architect (50%) | \$145,500.00 |
| Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements) | Professional Consulting Systems Architecture Fire Wall Design Consulting Change Management Consulting Quality Assurance Auditing best practices consultation | \$192,550.00 |
| Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1) | Training to operate system Managed services at set up NENA Communicators Conference ESWG- Ottawa Face to Face Conference - 5 people | \$75,500.00 |
| Dedicated NG9-1-1 project resources (technical and operational resources) | T Senior System Analyst (35%) x 3 IT System Analyst (35%) x 4 Network and PC Tech (20%) x3 IT Supervisors (30%) x 2 IT Director (5%) Director of Finance (5%) Deputy Chief of Police (1%) | \$314,300.00 |
| Consultants (pertaining to NG9-1-1) | Computer / Electrical engineers and other IT services | \$100,000.00 |
| NG9-1-1 Infrastructure Requirements | | |
| Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system | NG911 Cooling - as the test centre a new data room had to be created for Site B. Cooling is required to keep that server functioning. | \$100,000.00 |
| NG9-1-1 network requirements (circuits, servers etc.) | 3 10G Circuits Addition of redundant Bell fibre at back up 911 | \$800,000.00 |
| NG9-1-1 system management, monitoring, and security | data rooms with Core A and Core B along with fire suppression and monitoring | \$60,000.00 |
| NG9-1-1 server racks and cabling | Data cabling and trays | \$97,316.00 |
| Total | | \$3,295,115 |

**SCHEDULE “E”
PAYMENT PLAN**

The Province will provide the Recipient with the Maximum Amount set out in Schedule “B” upon (1) the execution of the Agreement and (2) the receipt of satisfactory proof of insurance in accordance with A.10.2 of the Agreement.

Payment will be made to the Recipient’s financial institution as provided in the Recipients Transfer Payment Ontario registration.

SCHEDULE “F” REPORTS

The Recipient shall provide the Province with one Report accounting in detail, for use of all the Funds towards the Project in accordance with the Budget set out in Schedule “D”, and provide a status update on the Recipients project key milestones which was included as part of the Recipients application form. The Report has two sections that are required to be filled out:

Financial Report

The Recipient shall provide a detailed breakdown of expenditures including expected and actual expense amounts, invoices, and receipts for eligible costs that have incurred from the following reporting period:

| Report | | Reporting period | Report due date |
|--------|--------|--------------------------------|-----------------|
| 1. | Report | April 1, 2023 – March 31, 2024 | June 30, 2024 |

Project Roadmap Status Report

The Recipient shall provide a status update on the key milestones which include:

- Vendor contract/agreement signed
- Project resources allocated
- Project plan developed
- NG9-1-1 solutions installed
- NG9-1-1 solutions successfully tested
- Onboarding process completed with Bell Canada
- Migrated to the NG9-1-1 network

The Recipient shall provide a status update on the key milestones for the following reporting period:

| Report | | Reporting period | Report due date |
|--------|--------|--------------------------------|-----------------|
| 1. | Report | April 1, 2023 – March 31, 2024 | June 30, 2024 |

Report Submission

The Report (Financial Report and Project Roadmap Status Report) is to be submitted using the form that is located within the Transfer Payment Ontario (TPON) system by June 30, 2024. For instructions on how to submit a report in

the TPON system, please refer to the TPON Reference Guide [tpon_submitting_a_report.pdf \(gov.on.ca\)](#).

Appendix B:

Bill No.

By-law No.

A by-law to approve and authorize the execution of the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London (London Fire Department- Communications Division)

WHEREAS subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the Municipal Act, 2001 provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement (the "Agreement") between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London (London Fire Department- Communications Division), substantially in the form attached as Schedule "B" to this by-law is hereby authorized and approved, noting this is the second round of three years of funding.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authorization to execute any financial reports required under this Agreements.
5. This by-law comes into force and effect on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

**Schedule B: Year Two (2023-2024) Next Generation 9-1-1 Transition Support Fund -
Transfer Payment Agreement (London Fire Department – Communications Division)**

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2023

B E T W E E N :

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

(the “Province”)

- and -

**The Corporation of The City of London (London Fire
Department - Communications Division)**

(the “Recipient”)

BACKGROUND

The Province is providing Next Generation 9-1-1 (NG9-1-1) funding over three years to support Public Safety Answering Points (PSAPs) in Ontario with their transition to the new 9-1-1 emergency services communications system.

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) mandated that emergency telecommunications networks must transition to a new digital 9-1-1 platform, referred to as NG9-1-1, by March 4, 2025.

The NG9-1-1 funding is intended to provide one-time support funding for PSAPs in acquiring critical NG9-1-1 technology and in addressing certain other NG9-1-1 local operational needs. The funding is intended to support PSAPs with initial technology and related infrastructure requirements, as well as project, change management, and training costs that may be incurred. The NG9-1-1 support funding is not intended to cover all NG9-1-1 related expenses.

This Transfer Payment Agreement is prepared under this program to support the Recipient’s PSAP in meeting the March 4, 2025 federally mandated deadline with

eligible expenditures to implement technology and infrastructure upgrades to support the transition to NG9-1-1.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 **Entire Agreement.** The Agreement 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 **One and the Same Agreement.** 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 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** 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;
- (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; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“**FAA**”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- 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: Joy Stevenson
Title: Assistant Deputy Minister,
Emergency Services Telecommunications Division

**The Corporation of The City of London (London
Fire Department - Communications Division)**

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 A12.1.

"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 or the Expiry Date, whichever is first.

“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, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum 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 A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

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

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 capacity 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 or Article A12.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds 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 “E”; and
- (c) deposit the Funds into an account the Recipient designates 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 required 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; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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 been 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 do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province 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 do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior 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 set out in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **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 by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **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 the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate 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 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 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 set out in Schedule "B" per occurrence, which commercial general liability 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) at least 30 days' 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

required by section A10.1; or

- (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

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 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 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 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 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 A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control 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;
- (d) the Recipient ceases to operate.

A12.2 **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;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to

collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(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.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that 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;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 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 to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

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

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 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 at the address set out in Schedule "B".

A15.5 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.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 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 fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(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, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 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.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver

of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **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 Her 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.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, 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 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum Funds | \$775,735 |
| Expiry Date | June 30, 2024 |
| Amount for the purposes of section A5.2 (Disposal) of Schedule "A" | \$775,735 |
| Insurance | \$ 2,000,000 |
| Contact information for the purposes of Notice to the Province | 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 | Position: Address: Fax: 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 | Position: Address: Fax: Email: |

Additional Provisions:

None

**SCHEDULE "C"
PROJECT**

In order to ensure NG9-1-1 readiness, the Recipient will obtain:

1) The following NG9-1-1 technology upgrades:

| Item | Description |
|------------------------------------------------------------|-------------------------------------------------------|
| NG9-1-1 hardware | Solacom hardware |
| NG9-1-1 software | Solacom Software XALT |
| NG9-1-1 licensing costs | Solacom licensing |
| Computer Aided System (CAD) NG9-1-1 system integrations | CAD Integration with NG 911 |
| Radio system NG9-1-1 integrations | Call Director integration with Symphony Radio console |

2) The following NG9-1-1 project supports:

| Item | Description |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Project management required to implement NG9-1-1 | Project Manager, 100% of time spent on Project |
| Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements) | ITS Technical Support Staff |
| Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1) | 2 Days training per Communicator on the Solacom call-handling system and troubleshooting - NG9-1-1 Training (APCO) |
| Dedicated NG9-1-1 project resources (technical and operational resources) | ITS Support & Resource Consultant ITS Tech. Support Consultant Bus.Spon Financial Supprt Admin Support Sr. Leadership |

3) The following to meet NG9-1-1 infrastructure requirements:

| Item | Description |
|----------------------------------------------------|---------------------------------------------------------------------------------|
| Facility assessments to support NG9-1-1 technology | Bramic Site Assessment City of London Facilities assessment, electrical,HVAC |

| | |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system | Monitor arms, monitors, UPS, exhaust fan, cooling alarms |
| NG9-1-1 network requirements (circuits, servers etc.) | Carrier Fees-Bell/Rogers providing the carrier/geographical-diverse "mesh" network between LPS Primary & Backup sites & the Fire Primary & Backup sites which allows for Fire tenancy on the LPS Solacom platform. Billed monthly after initial install. |
| NG9-1-1 server racks and cabling | Cabling infrastructure upgrades |

**SCHEDULE "D"
BUDGET**

The Recipient may spend the Funds on any of the items identified in the description of the Project up to, but not exceeding, the maximum amount specified for that item in the table below, unless the Province provides by Notice to exceed that amount. Note that the Maximum Funds set out in Schedule "B" (\$775,735) might not be equal to the total of the maximum amounts that may be spent on particular items of the Project. The Recipient must allocate the Funds to the various items in the Project, subject to the limits set out in the table below. If the Recipient wishes to spend more on an item than the maximum amount specified for that item, the Recipient may, by Notice, request that the Province consent to the Recipient exceeding that amount.

| Item | Description | Maximum Amount |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| NG9-1-1 Technology Upgrades | | |
| NG9-1-1 hardware | Solacom hardware | \$9,719.00 |
| NG9-1-1 software | Solacom Software | \$143,160.00 |
| NG9-1-1 licensing costs | Solacom licensing | \$28,363.00 |
| Computer Aided System (CAD) NG9-1-1 system integrations | CAD Integration with NG 911 | \$20,000.000 |
| Radio system NG9-1-1 integrations | Call Director integration with Symphony Radio console | \$5,000.000 |
| NG9-1-1 Project Support | | |
| Project management required to implement NG9-1-1 | Project Manager, 100% of time spent on Project | \$148,393.00 |
| Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements) | ITS Technical Support Staff | \$25,000.00 |
| Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1) | 2 Days training per Communicator on the Solacom call-handling system and troubleshooting NG9-1-1 Training (APCO) x 3 staff, | \$29,271.00 |
| Dedicated NG9-1-1 project resources (technical and operational resources) | ITS Support & Resource Consultant @ ITS Tech. Support Consultant @10 % - Bus.Spon10% Financial Supp x 2 Admin Support | \$90,931.00 |

| | | |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| | Sr. Leadership | |
| Other | ITS Support & Resource Consultant ITS Tech. Support Consultant Bus.Spon Financial Supprt Admin Support Sr. Leadership | \$182,000.00 |
| NG9-1-1 Infrastructure Requirements | | |
| Facility assessments to support NG9-1-1 technology | Bramic Site Assessment City of London Facilities assessment, electrical,HVAC etc. - | \$8,500.00 |
| Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system | Monitor arms, monitors, UPS, exhaust fan, cooling alarms | \$25,376.00 |
| NG9-1-1 network requirements (circuits, servers etc.) | Carrier Fees-Bell/Rogers providing the carrier/geographical-diverse "mesh" network between LPS Primary & Backup sites & the Fire Primary & Backup sites which allows for Fire tenancy on the LPS Solacom platform. Billed monthly after initial install. | \$42,022.00 |
| NG9-1-1 server racks and cabling | Cabling infrastructure upgrades | \$18,000.00 |
| Total | | \$775,735 |

**SCHEDULE “E”
PAYMENT PLAN**

The Province will provide the Recipient with the Maximum Amount set out in Schedule “B” upon (1) the execution of the Agreement and (2) the receipt of satisfactory proof of insurance in accordance with A.10.2 of the Agreement.

Payment will be made to the Recipient’s financial institution as provided in the Recipients Transfer Payment Ontario registration.

SCHEDULE "F" REPORTS

The Recipient shall provide the Province with one Report accounting in detail, for use of all the Funds towards the Project in accordance with the Budget set out in Schedule "D", and provide a status update on the Recipients project key milestones which was included as part of the Recipients application form. The Report has two sections that are required to be filled out:

Financial Report

The Recipient shall provide a detailed breakdown of expenditures including expected and actual expense amounts, invoices, and receipts for eligible costs that have incurred from the following reporting period:

| Report | | Reporting period | Report due date |
|--------|--------|--------------------------------|-----------------|
| 1. | Report | April 1, 2023 – March 31, 2024 | June 30, 2024 |

Project Roadmap Status Report

The Recipient shall provide a status update on the key milestones which include:

- Vendor contract/agreement signed
- Project resources allocated
- Project plan developed
- NG9-1-1 solutions installed
- NG9-1-1 solutions successfully tested
- Onboarding process completed with Bell Canada
- Migrated to the NG9-1-1 network

The Recipient shall provide a status update on the key milestones for the following reporting period:

| Report | | Reporting period | Report due date |
|--------|--------|--------------------------------|-----------------|
| 1. | Report | April 1, 2023 – March 31, 2024 | June 30, 2024 |

Report Submission

The Report (Financial Report and Project Roadmap Status Report) is to be submitted using the form that is located within the Transfer Payment Ontario (TPON) system by June 30, 2024. For instructions on how to submit a report in

the TPON system, please refer to the TPON Reference Guide [tpon_submitting_a_report.pdf \(gov.on.ca\)](#).