

ATTACHMENT A

NEXT GENERATION 9-1-1 LOCAL GOVERNMENT SERVICE AGREEMENT

This Agreement for the provision of TELUS' Next Generation 9-1-1 Service (the "**Agreement**") is effective the [] day of [], 2024 (the "**Effective Date**")

BETWEEN:

City of Nanaimo

(the "**Local Government Authority**" or "**LGA**")

AND:

TELUS Communications Inc.

("TELUS" or the "**Company**")

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

WHEREAS:

A. The LGA is a City incorporated and operating pursuant to the *Local Government Act* (BC);

B. Within the Serving Area:

- the Primary PSAP is the Emergency Communications Corporation established pursuant to the *Emergency Communications Corporations Act* (BC) ("**E-Comm**"), and administered by the province;
- the LGA contracts with E-Comm to ensure the provision of initial 9-1-1 calling services within the Serving Area;
- provincial, federal, and municipal authorities (including the LGA and the LGA Members) administer, govern, and regulate the Emergency Services and the PSAPs, when the LGA, more particularly, contractually administers the PSAPs, including E-Comm, as specified in this Agreement; and
- the LGA administers GIS within its Serving Area;

C. The LGA wishes to provide the Serving Area with access to Next-generation 9-1-1 service ("**NG9-1-1 Service**") through calls, sessions and events sent to the 3-digit emergency telephone number 9-1-1;

D. The legacy 9-1-1 service is, as per Telecom Regulatory Policy CRTC 2017-182 titled "Next Generation 9-1-1 – Modernizing 9-1-1 networks to meet the public safety needs of Canadians" ("**TRP 2017-182**"), due to be decommissioned by order of the Canadian Radio-television Commission ("**CRTC**");

E. The current legacy 9-1-1 services will remain in effect and supplement the NG9-1-1 Service until such time the legacy 9-1-1 network is decommissioned;

F. As mandated by the CRTC under TRP 2017-182, TELUS is the sole provider of NG9-1-1 Service in British Columbia, and as such can route calls, sessions or events from the inhabitants of the LGA calling the 3-digit emergency telephone number 9-1-1 to the appropriate PSAP which provides the 9-1-1 caller with access to Emergency Services;

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- G. The NG9-1-1 Service is IP based and is designed to replace the legacy provincial basic and enhanced 9-1-1 service, which will transit calls, sessions and events to the 3-digit emergency telephone number 9-1-1 in accordance with the terms and conditions laid out in applicable CRTC policies and decisions, including TRP 2017-182 and Telecom Decision CRTC 2021-199 (“**Decision 2021-199**”);
- H. TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001)¹ (the “**Tariff**”) states that TELUS will recover costs associated with delivering the TELUS NG9-1-1 Service in the form of a fee levied against each End-User;
- I. In Telecom Order 2021-421, the CRTC approved a template NG9-1-1 Local Government Service Agreement for use by TELUS and local government authorities responsible for the provision of emergency services in Alberta and British Columbia. In Telecom Order 2022-119, the CRTC approved a modification to the original template filed by TELUS, and confirmed that the CRTC expects that finalized agreements between TELUS and local government authorities will be modified, as necessary, to account for individual local government authority context; and
- J. The Parties wish to enter into this Agreement for NG9-1-1 Service within the Serving Area, using a template agreement approved by the CRTC as modified to reflect the circumstances of the LGA.

NOW THEREFORE in consideration of the mutual agreements hereinafter contained and other good and valuable consideration, the Parties hereto agree as follows:

1 **INTERPRETATION**

- 1.1 In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms will have the meanings ascribed to them in Schedule A (Definitions).
- 1.2 TELUS has or will enter into a contract with: (a) the British Columbia Health Care Services (“**Health Care Services**”) and (b) the Royal Canadian Mounted Police (“**RCMP**”), in connection with (among other things) their respective administration of public safety answering points within the Serving Area. The LGA has no contracts with the Health Care Services nor the RCMP in connection with this Agreement, or the administration of public safety answering points in the Serving Area supported by the Health Care Services and the RCMP. As such, the LGA has no obligation to coordinate with the Health Care Services and the RCMP in connection with this Agreement.

2 **SCOPE OF AGREEMENT**

- 2.1 **Agreement:** Without limiting section 13.3, the Parties hereby agree to fulfil their respective obligations as per the terms and conditions set out in the Tariff and those contained in this Agreement, in order to provide and receive NG9-1-1 Service in the Serving Area. The Parties agree that this Agreement is for their mutual advantage and is designed to provide continued access to NG9-1-1 Service to the served inhabitants within the Serving Area.
- 2.2 **Cost Recoveries:** The Parties agree that TELUS will recover costs associated with delivering the NG9-1-1 Service via the Tariff filed by TELUS to be levied against entities that provide access to NG9-1-1 Service in TELUS’ ILEC operating territory.
- 2.3 **Service Description:** The NG9-1-1 Service provides a managed, private, dedicated IP network referred to as the Emergency Services Internet Protocol network (“**ESInet**”). The ESInet provides the transport and interconnectivity for all i3-PSAPs within the Serving Area as well as Originating Network Provider networks supporting 9-1-1 calling over IP-based

¹ This Tariff was filed by TELUS with the CRTC in accordance with the process laid out in TRP 2017-182.

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networks and devices. For i3-PSAPs, TELUS delivers the ESInet to the Primary PSAP and the Secondary PSAP operations premise using TELUS's IP VPN service to the PSAPs. The NG9-1-1 Service also provides a series of applications and service interfaces known as NG9-1-1 Core Services ("**NGCS**") and may include other third-party applications from Trusted Entities (as defined in section 6.1) as may be requested by the LGA, and agreed to by TELUS. NG9-1-1 Service features are described in the User-to-Network Interface ("**UNI**") document. The LGA agrees that TELUS is not responsible nor liable for damages arising from the LGA's or the PSAPs' use of third-party applications in conjunction with the TELUS NG9-1-1 Service, unless (a) the application is approved by TELUS, or (b) the application is permitted or required by an applicable law, a court order, or a governmental authority (including CRTC). TELUS agrees that the LGA and the PSAPs are not responsible nor liable for damages arising from TELUS' wrongful or grossly negligent operation and administration of the NG9-1-1 Service.

3 **TELUS' OBLIGATIONS**

3.1 Without limiting TELUS' obligations under the Tariff, or any policies, orders, and decisions of the CRTC, in accordance with the Tariff, TELUS will:

- 3.1.1. Provide NG9-1-1 Service to the LGA in order to provide End-Users, within the Serving Area, served by Originating Network Providers who have entered into agreements with TELUS with respect to access to NG9-1-1 Service, access to Emergency Services through calls, sessions, and events sent to the 3-digit emergency telephone number 9-1-1, as further described herein;
- 3.1.2. Provide TELUS' Next Generation 9-1-1 network (the "**TELUS NG9-1-1 Network**") access, network termination/demarcation, and services to the Primary PSAP and the Secondary PSAPs, in the manner agreed to by TELUS and the LGA from time to time, to be used to answer and transfer calls, sessions and events to the 3-digit emergency telephone number 9-1-1;
- 3.1.3. Provide Selective Routing and Transfer of emergency calls, sessions and events to the Primary PSAP and Secondary PSAPs according to instructions provided by the LGA from time to time, including those described in PSAP Contingency Plans;
- 3.1.4. Provide 9-1-1 caller information, as ordered by the CRTC, to the PSAP(s);
- 3.1.5. Receive GIS Data, aggregate GIS Data into a dataset, and maintain the GIS Data dataset for the Serving Area;
- 3.1.6. Be responsible for any other requirements not specifically identified in this Agreement related to matters of the kind as imposed by the CRTC;
- 3.1.7. Where an Originating Network Provider has entered into agreements with TELUS with respect to access to NG 9-1-1 Service, TELUS will remain responsible for all aspects of the operation of the NG 9-1-1 Service and will not be relieved of any of its obligations under this Agreement;
- 3.1.8. Maintain a 24x7 9-1-1 Support Team to monitor the TELUSNG9-1-1 Network and coordinate activities with stakeholders;
- 3.1.9. Maintain a fallback Operator Service that will accept NG9-1-1 Calls, sessions and events and route them to the appropriate PSAP in the event of

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network, routing, or location issues;

- 3.1.10. Selectively route and enable the selective transfer of 9-1-1 Calls to the Primary PSAP, Secondary PSAPs and Dispatch Agency according to Policy Routing Rules crafted to the needs of the LGA, including those described in PSAP Contingency Plans;
- 3.1.11. Maintain a PSAP Contingency Plan as prepared by each PSAP in the event of network or customer equipment outage or evacuation. Schedule E sets out the Contingency Plans and Policy Routing Rules in place as of the Effective Date. The Parties may update Schedule E as necessary from time to time, by mutual written consent, without requiring an amendment to this Agreement;
- 3.1.12. Perform Quality Assurance and Quality Control (QA/QC) (as described in the Tariff) on the aggregated dataset and provide mapping and addressing discrepancy/errors reporting back to the LGA or its designees; and
- 3.1.13. Provide ESInet IP connection with redundant and, dependent upon availability, diverse facilities to the Primary PSAP and the Secondary PSAP locations listed in Schedule B.

TELUS is responsible for delivering NG9-1-1 traffic to the TELUS NG9-1-1 Demarcation Point(s). TELUS will not be responsible for any issues, nor will it troubleshoot outages or failures proved to be occurring with the PSAP network, which begin on the PSAP- side of the TELUS NG9-1-1 Demarcation Point. Neither the LGA nor the PSAPs will be responsible for any issues, nor will they troubleshoot outages or failures, proved to be occurring with the TELUS network on the TELUS side of the TELUS NG9-1-1 Demarcation Point.

4 OBLIGATIONS OF THE LGA

4.1 The LGA:

- 4.1.1. Has designated the Primary PSAPs and the Secondary PSAPs, including back up locations for the PSAPs, to answer and dispatch 9-1-1 Calls in the Serving Area, as set out in Schedule B. In the event that the LGA contracts with a third party for the management and operation of a PSAP, the LGA will not be relieved of any of its obligations under this Agreement.
- 4.1.2. Shall provide TELUS with a minimum of ninety (90) days' written notice of an intended change of a PSAP in the Serving Area.
- 4.1.3. Will include provisions in its contracts for services with the PSAPs that ensure the PSAPs to:
 - (a) operate in the manner that is i3-compliant, based on the technical requirements listed in Schedule C;
 - (b) provide, operate, and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls, sessions and events directed to the PSAP, based on the technical requirements listed in Schedule C; and
 - (c) establish a PSAP's Business Continuity Plan and to test it annually.

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- 4.2 The LGA acknowledges and understands that in cases where NG9-1-1 Calls are delivered to TELUS without complete location information, they may be routed to a default PSAP which may be a default i3 PSAP, designated by the provincial government of British Columbia, or an alternate default PSAP selected and managed by TELUS.
- 4.3 The Parties acknowledge and agree that, at the Effective Date of this Agreement, in the Serving Area, GIS or MSAG are not defined and established under the applicable provincial legislation, and there is no provincial body that acts as a GIS Data aggregator. In accordance with the CRTC Order 2020-150, the following will apply:
- 4.3.1 Within the Serving Area the LGA will :
- (a) upon implementation of GIS functionality within the TELUS NG9-1-1 Network, provide GIS Data created or collected by the LGA directly to TELUS in a secure manner without transiting through any shared open platform;
 - (b) create, maintain and update all boundaries, addressing and mapping data according to applicable standards generally accepted in Canada for such data (MSAG and GIS) and perform quality assurance and control on the data before data is provided to TELUS;
 - (c) provide and validate, when required by TELUS, all GIS Data, including street names, addresses, or other data provided by the GIS and associate those with Emergency Service Zones;
 - (d) inform TELUS of all changes in the GIS Data that may occur during the term of this Agreement. Changes in that data must be reported to TELUS as soon as possible after that data changes;
 - (e) correct all errors with submitted GIS Data as reported by TELUS as soon as it is aware of such errors. The LGA will endeavor to correct it within 72 hours, from being notified by TELUS, or advise TELUS promptly of the time reasonably required to correct, all with the view to ensure that all carriers operating within the LGA territory have access to accurate validation information;
 - (f) provide TELUS access to the Master Service Addressing Guide until such time as the legacy 9-1-1 network is decommissioned or is advised by TELUS that the Master Service Addressing Guide is no longer required; and
 - (g) as soon as practicable, notify TELUS in writing if the LGA intends to have a third party provide GIS Data on its behalf. To the extent known at of the Effective Date, third parties identified to provide GIS Data on behalf of the LGA are identified in Schedule D.

The Parties may update Schedule D, from time to time, by mutual written consent, without requiring an amendment to this Agreement.

- 4.4 The LGA will take responsibility for changes to the 9-1-1 call routing resulting from GIS Data submitted by the LGA pursuant to section 4.3.
- 4.5 The LGA will provide TELUS with a minimum of ninety (90) days' written notice of an intended change in the GIS Data providers.

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- 4.6 The Parties acknowledge and understand that there are several First Nation reserves within the geographic boundaries of the LGA which are not included in the Serving Area (the “**First Nation Lands**”). The Regional District of Nanaimo is responsible for securing PSAP services for Nanaimo River IR1,2,3,4. TELUS will collaborate with the Province of British Columbia to engage directly with the respective First Nation governments to support the collection and aggregation of GIS Data on the First Nation Lands. The LGA will assist TELUS and the Province to identify the First Nation Lands in the geographic boundaries of the LGA and to complete Schedule G. The Parties may update Schedule G, from time to time, by mutual written consent, without requiring an amendment to this Agreement.
- 4.7 With respect to the Serving Area, the LGA will:
- 4.7.1. Determine, in conjunction with TELUS, the Serving Area and Emergency Service Zones served by the PSAPs. For greater certainty, the Serving Area and the Emergency Service Zones have been determined as of the Effective Date, as set out in Schedule B. The Parties may update Schedule B, from time to time, by mutual written consent, without requiring an amendment to this Agreement;
 - 4.7.2. Ensure the PSAPs have secure 9-1-1 data and systems within the PSAPs domains, which security includes physical security, network security, cybersecurity, and all other considerations within the PSAPs domains, all in the manner generally accepted in Canada for such services;
 - 4.7.3. Ensure the PSAPs have and maintain current contact information and make it available as per the NENA i3 standard;
 - 4.7.4. Ensure the Primary PSAP accepts specific planned test calls from the public;
 - 4.7.5. Ensure the Primary PSAP implements a call handling solution that includes a test call interface and automaton as described in NENA i3; and
 - 4.7.6. Provide TELUS with 85 days written notice of an intended change in borders of the Serving Area.²
- 4.8 The LGA will include provisions in its contracts for services with the PSAPs that require the PSAPs comply with the current UNI and NENA i3 standards and other technical and operational requirements set out in the documents referenced in this Agreement, or otherwise communicated by TELUS to all LGAs and PSAPs prior to the Effective Date. The Parties acknowledge and understand that technical and operational requirements related to the NG9-1-1 Service may evolve from time to time, or need to be detailed. If, after the Effective Date:
- 4.8.1. CRTC orders TELUS to implement new technical, or operational requirements in connection with the NG9-1-1 Service; or
 - 4.8.2. TELUS implements new technical, or operational requirements to address safety, security, or similar concerns,

then, if directed to do so in writing by TELUS, the LGA will require the PSAPs to comply with the new technical and operational requirements on the implementation schedule set

² Please see Telecom Decision 2011-309 – CISC consensus reports – Emergency Services Working Group – ESRE0053 Section 4.2.2 – Change activity timelines.

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out by the CRTC, or by TELUS, acting reasonably. Change of technical and operational requirements pursuant to this section 4.8 will not require an amendment to this Agreement.

- 4.9 The LGA will include provisions in its contracts for services with the PSAPs that require PSAPs to not authorize, assist, or permit any person, other than TELUS, to change, repair, reinstall, or tamper with the TELUS NG9-1-1 Network located on property owned or operated by the PSAP, up to the PSAP side of the Demarcation Point.
- 4.10 The LGA recognizes that the NG9-1-1 Service allows for many new functionalities regarding types of data that can be transmitted over the TELUS NG9-1-1 Network. It is expected that the CRTC will order TELUS to implement such new functionalities. The availability of these functionalities may require software and/or hardware upgrades by the PSAPs. If, after the Effective Date, CRTC orders TELUS to implement new functionalities, then, if directed to do so by TELUS in writing, the LGA will require the PSAPs to implement the necessary software and/or hardware upgrades on the implementation schedule set out by the CRTC. Implementation of new functionalities pursuant to this section 4.10 will not require an amendment to this Agreement.
- 4.11 The LGA acknowledges that, from time to time, due to unforeseen major outages or planned upgrades, TELUS network may be impacted and changes to addressing database may be suspended. The LGA will, and will ensure the PSAPs to, support, and work cooperatively with TELUS during such events.
- 4.12 The LGA will include provisions in its contracts for services with the PSAPs that require the PSAPs to implement guidelines and procedures with respect to the retention and destruction of the End Users' personal information (the term "personal information" is defined in the same manner as in the BC *Freedom of Information and Protection of Privacy Act*) related to NG9-1-1 Service, prior to the provision of the NG9-1-1 Service, in accordance with the BC *Freedom of Information and Protection of Privacy Act*.
- 4.13 The LGA will include provisions in its contracts for services with the PSAPs that require the PSAPs to:
- 4.13.1. Take all reasonable steps necessary to ensure that all communications destined for carriage over the TELUS NG9-1-1 Network will be secure, in the manner generally accepted in Canada for such services; and
 - 4.13.2. Take all reasonable steps necessary to protect the confidentiality of the information carried over these networks, to the extent generally accepted in Canada for such services.
- 4.14 The LGA warrants and represents that it has the authority to:
- 4.14.1. Enter into this Agreement;
 - 4.14.2. Through its agreements with PSAPs, utilize the NG 9-1-1 Service to provide End-Users within the Serving Area, served by TELUS or by Originating Network Providers who have entered into agreements with TELUS with respect to access to the NG 9-1-1 Service; and
 - 4.14.3. Through its agreements with PSAPs, determine that all End-Users, within the Serving Area, served by TELUS or by Originating Network Providers who have entered into agreements with TELUS with respect to access to the NG9-1-1 Service, will receive access to NG-9-1-1 Service through use by the LGA of the NG9-1-1 Service.

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5 PROPERTY RIGHTS

- 5.1 Title to, ownership of, and all intellectual property rights in any facilities, equipment, software, systems, processes, and documentation used by TELUS to provide the NG 9-1-1 Service and all enhancements on them will be and remain with TELUS or its suppliers. Except as expressly set forth elsewhere in this Agreement, this Agreement does not grant the LGA any intellectual property or other rights or licenses in or to any service components listed above.

6 TRUSTED ENTITIES

- 6.1 Trusted entities are entities that have been qualified, certified and authorized by either TELUS, or CRTC, or both, to connect to the TELUS NG 9-1-1 Network ("**Trusted Entities**").

7 CONFIDENTIAL INFORMATION

- 7.1 Unless the LGA provides express written consent, or disclosure is pursuant to an applicable law, all information provided to TELUS by the LGA pursuant to this Agreement, other than the LGA's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than:

- 7.1.1. The LGA;
- 7.1.2. A person who, in the reasonable judgment of TELUS, is seeking the information as an authorized agent of the LGA;
- 7.1.3. Another telecommunications company, provided the information is required for the efficient and cost-effective provision of the NG9-1-1 Service in the Serving Area and disclosure is made on a confidential basis with the information to be used only for that purpose;
- 7.1.4. An agent retained by TELUS in the collection of payments (if any) lawfully due to TELUS by the LGA in connection with this Agreement, provided the information is required for and is to be used only for that purpose;
- 7.1.5. Governmental authority or agent of a governmental authority, for emergency public alerting purposes, if the governmental authority has determined that there is an imminent or unfolding danger that threatens the life, health, or security of an individual and that the danger could be avoided or minimized by disclosure of information; and
- 7.1.6. A TELUS affiliate involved in supplying the LGA with the NG9-1-1 Service, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

The LGA will include provisions in its contracts for services with the PSAPs that require the PSAPs to grant to TELUS a signed consent in respect to information in the manner that parallels the language of this section 7.1.

- 7.2 TELUS acknowledges that the LGA is subject to the BC *Freedom of Information and Protection of Privacy Act* ("**FOIPPA**"). LGA's obligations in this Agreement are subject to FOIPPA.
- 7.3 TELUS will comply with Canadian privacy legislation (including the *Personal Information Protection and Electronic Documents Act* (PIPEDA), the *Personal Information Protection*

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Act (BC) and the FOIPPA as such legislation is applicable to TELUS in connection with the provision of the NG9-1-1 Services under this Agreement. Without limiting the foregoing statement, TELUS' commitment to the protection of personal information is further detailed in the TELUS Business Customer Privacy Policy available at www.telus.com/businessprivacy. TELUS' provision of the NG9-1-1 Service is subject to this policy. This policy may be updated by TELUS from time to time, provided that all updates must be in compliance with all applicable laws. The amended policy will be posted at the location above, and notice of the change will be provided by TELUS to the LGA in writing in advance. Unless otherwise indicated, the effective date of the amended policy will be the date of posting. The continued use of the NG9-1-1 Service by the LGA after such date will be deemed to constitute the acceptance of the amended policy. The LGA's use of the NG9-1-1 Service, or the deemed acceptance of the policy, as amended, will not be deemed to constitute a representation or warranty by the LGA that TELUS or the policy is in compliance with applicable laws. TELUS is solely responsible for ensuring that its policies and practices comply with all applicable laws.

- 7.4 Any information including any and all written documentation provided by TELUS to the LGA, its employees, servants, agents, assigns and/or contractors (including the PSAPs) pertaining to the design, development, implementation, the operation, and the maintenance of the NG9-1-1 Service is confidential, and will be provided only to such persons who have a need to know for the purposes of NG9-1-1 Service. The LGA will not permit any of its employees, servants, agents, assignees and/or contractors (including the PSAPs) to duplicate, reproduce, or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns and/or contractors with a need to do so for the purposes of NG9-1-1 Service. The LGA shall include the restrictions set forth in this section in its agreements with the PSAPs.
- 7.5 The LGA will include provisions in its contracts for services with the PSAPs that require the PSAPs to comply with the applicable laws, including FOIPPA, in connection with the collection, use, retention, disclosure, and destruction of personal information (as defined under FOIPPA) provided to the PSAPs by the End-Users in the context of the NG9-1-1 Service ("**Personal Information**")
- 7.6 The LGA will include provisions in its contracts for services with the PSAPs that require the PSAPs to use Personal Information for the sole purpose of responding to the 9-1-1 related communication, unless:
 - 7.6.1. otherwise permitted or required under applicable laws;
 - 7.6.2. the End-User consents to other use or disclosure; or
 - 7.6.3. a court or another governmental authority having jurisdiction orders otherwise.
- 7.7 The LGA will, and will include provisions in its contracts for services with the PSAPs that require the PSAPs to:
 - 7.7.1. retain Personal Information in accordance with all applicable laws;
 - 7.7.2. not use Personal Information except as set out in section 7.6; and
 - 7.7.3. not disclose Personal Information except as set out in section 7.6.
- 7.8 The LGA will indemnify TELUS against all reasonable claims and expenses (including reasonable legal costs) that TELUS incurs as a result of breach by the LGA of its obligations under this Article 7, except to the extent resulting from wrongful acts or gross negligence

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of TELUS, or breach by TELUS of its obligations under this Agreement. This section 7.8 will survive the expiration or the earlier termination of this Agreement even if it is annulled, in part or in whole, or even if it is terminated for any other reason.

7.9 The Parties will:

- 7.9.1. Abide by all applicable federal and provincial legislation with respect to the protection of privacy and confidential information in effect from time to time;
- 7.9.2. Promptly advise each other of any security incident that involves loss or unauthorized disclosure of confidential or personal information collected and retained pursuant to this Agreement, and cooperatively work to address any such incident;
- 7.9.3. Promptly assist each other to respond to any information requests which require response pursuant to applicable laws; and
- 7.9.4. Promptly assist each other in connection with a privacy impact assessment prepared by either Party in connection with the NG9-1-1 Service in the Serving Area

8 QUALITY OF THE LGA'S SERVICE

- 8.1 The LGA will include provisions in its contracts for services with the PSAPs that require the PSAPs to acknowledge the importance under this Agreement that the PSAPs connected to the TELUS NG9-1-1 Network:
 - 8.1.1. provide, operate, and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls, sessions and events directed to the PSAP, based on the technical requirements listed in Schedule C and the requirements described in TELUS General Tariff CRTC 21461 – item 1001 Next Generation 9-1-1 service; and
 - 8.1.2. meet at all times the technical requirements set out under this Agreement. A default of a PSAP to comply with such technical requirement can compromise the TELUS NG9-1-1 Network and affect the End-Users.

9 FORCE MAJEURE

- 9.1 Neither TELUS nor the LGA will be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes, decisions of regulatory authorities, and, generally, as a result of any event that is beyond the LGA's or TELUS' reasonable control ("**Force Majeure**").
- 9.2 In the event of a Force Majeure, the Parties will cooperate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
- 9.3 The costs required to provide temporary replacement service will be borne according to the respective roles of TELUS and the LGA, as indicated in sections 3 and 4 of this Agreement.

10 IMPLEMENTATION

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- 10.1 TELUS and the LGA agree that the implementation of the NG 9-1-1 Service within the Serving Area based on the details in Schedule B, will be coordinated with the PSAPs in accordance with mutual readiness for deployment of the NG9-1-1 Service and in compliance with CRTC deadlines. TELUS and the LGA agree that the implementation of the GIS Data delivery contemplated in this Agreement will be coordinated in accordance with section 4.3, and with First Nation governments in accordance with section 4.6.

11 LIMITATION OF LIABILITY

- 11.1 The LGA acknowledges and agrees that TELUS' liability for the performance of its obligations pursuant to this Agreement are limited pursuant to CRTC 21461, Item 124 (as amended or replaced from time to time) ("**Terms of Service**"). It is understood that TELUS' limited liability under this Agreement is a condition without which TELUS would not have entered into this Agreement, and therefore, TELUS' liability for the performance of its obligations pursuant to this Agreement will not exceed any limitation of liability set out in the Terms of Service, even if such limitation of liability does not specifically apply or refer to the LGA.
- 11.2 The LGA and TELUS will, during the Term, maintain sufficient insurance to face their respective monetary obligations stemming from liability under this Agreement. The Parties may self-insure. Each Party will provide the other Party evidence of insurance, or self-insurance, as applicable, upon demand by the other Party.
- 11.3 Section 11.1 will survive the expiration or the earlier termination of this Agreement even if it is annulled, in part or in whole, or even if it is terminated for any other reason.

12 TERM, TERMINATION AND CHANGES

- 12.1 **Term:** This Agreement will be effective as of the Effective Date, and will be valid for a period of five years (the "**Initial Term**"), with one automatic renewal for a successive period of five years (the "**Extended Term**"). Either Party may terminate this Agreement by giving the other Party at least six months' written notice of termination before the end of the Initial Term, or the end of the Extended Term, as applicable.
- 12.2 **Termination or Suspension of a Service:** TELUS may immediately suspend the entirety or a portion of the NG9-1-1 Service (without terminating this Agreement) if TELUS has reasonable cause to believe that the LGA's NG9-1-1 traffic is compromised or otherwise poses a risk to the NG9-1-1 Service or the TELUS NG9-1-1 Network.

13 REGULATORY APPROVAL

- 13.1 It is expressly understood that NG 9-1-1 Service is provided pursuant to the terms and conditions of the Tariff as amended from time to time (with the approval of CRTC), and as approved by the CRTC, and this Agreement as amended from time to time.
- 13.2 Any material amendments to this Agreement (excluding the Schedules) will require the prior written approval by the CRTC.
- 13.3 Notwithstanding sections 13.1 and 13.2, the Parties acknowledge and agree that the CRTC does not have regulatory jurisdiction over the LGA or the PSAPs. This Agreement, including its approval by the CRTC, does not change that. The LGA's agreement to the terms of the Tariff, and the incorporation of the Tariff by reference into this Agreement, is contractual.

14 WAIVER

- 14.1 The failure of either Party to require the performance of any obligation hereunder, or the

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waiver of any obligation in a specific instance, will not be interpreted as a general waiver of any of the obligations hereunder, which will continue to remain in full force and effect.

15 RELATIONSHIP OF THE PARTIES

15.1 This Agreement will not create nor will it be interpreted as creating any association, partnership, joint venture, employment relationship, or agency relationship between the Parties.

16 ENTIRE AGREEMENT

16.1 Except as otherwise stated herein, this Agreement constitutes the entire agreement of the Parties and supersedes any previous agreement, whether written or verbal. Should any provision of this Agreement be declared null, void, or inoperative, the remainder of the Agreement will remain in full force and effect. In the event of a conflict between this Agreement and the Tariff, the terms of the Tariff will prevail.

17 NOTICES

17.1 Except if expressly specified otherwise elsewhere in the Agreement, all notices necessary under this Agreement will be given in writing. In the case of TELUS, the notice will be sent by e-mail and in the case of the LGA, the notice can be either personally delivered, or sent by registered mail, or by e-mail at the addresses indicated below. Notices, if personally delivered, will be deemed to have been received the same day, or if sent by registered mail, will be deemed to have been received four days (excluding Saturdays, Sundays and statutory holidays in the province of British Columbia) after the date of mailing. Notices delivered by e-mail will only be effective if:

- (a) the notices include the following information: (i) sender's name, address, telephone number, and e-mail address; and (ii) date and time of the transmission; and
- (b) the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery.

Notices will be to the following:

City of Nanaimo

TELUS Communications Inc.

TELUS

Regulatory Affairs

Attn: TELUS NG9-1-1 Leadership Team

Regulatory.affairs@telus.com

Or to such other address as either Party may indicate in writing to the other.

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18 SCHEDULES

The following schedules are attached to and form part of this Agreement:

- **Schedule A – Definitions**
- **Schedule B – Emergency Service Zones & PSAP migration identification in the Serving Area**
- **Schedule C – Technical Requirements\ESInet Access Criteria**
- **Schedule D – GIS Aggregator**
- **Schedule E – Contingency Plan and Policy Routing Rules**
- **Schedule F – Designated LRA**
- **Schedule G – First Nation Identification & corresponding LGA/GIS data**

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives, such execution effective on the Effective Date.

City of Nanaimo

TELUS Communications Inc.

Per: _____

Per: _____

Printed:

Printed: Jeff Smith

Title: Chief Administrative Officer

Title: Director – Regulatory Affairs__

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Schedule A - Definitions

1 DEFINITIONS

For the purposes of this Agreement, in addition to other terms defined elsewhere in the Agreement, the following terms have the meanings ascribed below:

1.1 “Automatic Number Identification” or “ANI”:

TELUS’ NG9-1-1 Network’s capability to automatically identify the calling telephone number and to provide a display of the number at the PSAP.

1.2 “Border Control Function” or “BCF”:

Provides a secure entry into the ESInet for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the ESInet.

1.3 “Business Continuity Plan”:

A plan outlining how to continue operating during an unplanned service disruption.

1.4 “CRTC”:

The Canadian Radio-television and Telecommunications Commission and its successors.

1.5 “Default Routing”:

Default Routing is a contingency routing scheme whereby 9-1-1 calls, sessions and events are directed to an alternative PSAP or PSAPs due to network issues or missing or invalid location information.

1.6 “Demarcation Point”:

The boundary that delineates the network responsibilities between TELUS, as the provider of the TELUS NG9-1-1 Network, and the PSAPs, in the location acceptable to TELUS and the PSAPs, acting reasonably.

1.7 “Emergency Service Zone” or “ESZ”:

A defined area within a Serving Area consisting of a specific combination of LGA, law enforcement, fire, emergency medical, and PSAP coverage areas. As of the Effective Date, the ESZs are as set out in Schedule B and Appendix 1 to Schedule B.

1.8 “Emergency Services”:

The first responders to situations that require immediate assistance, such as law enforcement, fire department, ambulance service, or other emergency medical assistance service.

1.9 “Emergency Services IP Network” or “ESInet”:

An ESInet is a managed, private, dedicated IP network used for Emergency Services communications. The ESInet provides the transport and interconnectivity for trusted entities designated by the CRTC such as NENA i3-compliant PSAPs within the Serving Area, as well as CRTC-registered ONPs supporting 9-1-1 calling over IP-capable networks. For PSAPs, the

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ESInet is delivered using the Company's IP VPN service to the PSAPs' operations premises described in Schedule B, as amended from time to time. ONPs interconnect to the ESInet through designated physical Points of Interconnection (POIs).

1.10 "End-User":

Under the Tariff, "End User" means, an end-user with NG9-1-1 Network Access within the geographic boundaries of the LGA, as set out in the LGA's letters patent from time to time.

1.11 "GIS":

"GIS" means mapping and addressing geographic information system and "GIS Data" means mapping and addressing data in an i3 format used in real time within the NG9-1-1 call flow for location validation, call routing and mapping.

1.12 "i3 PSAP":

A PSAP that is capable of receiving IP-based signaling and media for delivery of emergency calls conformant to the i3 standard.

1.13 "Local Government Authority" or "LGA" means the City of Nanaimo .

1.14 "Master Service Addressing Guide" or "MSAG":

The MSAG/SAG is a database of street names and house number ranges; it defines emergency service zones within a community and the emergency service numbers associated to them in order to enable proper routing of basic 9-1-1 and enhanced 9-1-1 calls.

1.15 "Network Access":

A connection that allows calls, sessions, or other types of events intended to be delivered to the TELUS NG9-1-1 Network.

1.16 "Next Generation Core Services" or "NGCS":

The base set of services needed to process an NG9-1-1 Call on an ESInet. NGCS includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services and typical IP services such as Domain Name System (DNS). The term NGCS includes the services but not the network on which they operate.

1.17 "NG9-1-1 Calls" means telephone calls, sessions and events (voice, text, video and related data and nonhuman-initiated automatic event alerts, such as alarms, telematics, or sensor data, which may also include real-time voice, text, or video communications) sent from the Serving Area to the 3-digit emergency telephone number 9-1-1 and directed to a public safety answering point.

1.18 "NG9-1-1 Network Provider":

The carrier that provides connectivity, services, and management for NG9-1-1 service to a local government authority or a public safety answering point. In this Agreement, TELUS is the provider of the TELUS NG9-1-1 Network.

1.19 "Operator Service":

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Operator Service for NG9-1-1 is a last resort routing scheme whereby calls, sessions and events that cannot be routed by the NG9-1-1 network on the ESInet to a public safety answering point will be routed to a third party call centre contracted by the NG9-1-1 Network Provider as mandated in Telecom Policy 2019-66.

1.20 “Originating Network Provider”:

A CRTC-approved authorized telecommunications service provider, wireless service provider, or other service provider which delivers traffic to the TELUS NG9-1-1 Network for routing to a PSAP.

1.21 “Policy Routing Rules” or “PRRs”:

Policy Routing Rules (PRRs) allow a PSAP to enable multi-layered treatment policies for diversion within the TELUS NG9-1-1 Network, providing more options to the PSAP to divert 9-1-1 calls, sessions and events to another destination based upon multiple conditions defined in the PRRs.

1.22 “Public Safety Answering Point” or “PSAP”:

Under the Tariff, a primary public safety answering point is a point to which 9-1-1 calls, sessions and events are routed as the first point of contact with a 9-1-1 telecommunicator. When the primary public safety answering point does not dispatch emergency responders itself, the primary public safety answering point then contacts the appropriate agency for such dispatch. However, in cases where local authorities determine that specialized expertise, is required to handle the 9-1-1 call, sessions and events are then transferred to a secondary public safety answering point.

Given the roles described above, in this Agreement:

- (a) “**Dispatch Agency**” means an agency that dispatches emergency responders;
 - (b) “**Primary PSAP**” means the Emergency Communications Corporation under the *Emergency Communications Corporations Act* (BC) (“**E-Comm**”);
 - (c) “**Secondary PSAP**” means the following: (a) E-Comm; (b) Burnaby Fire Dispatch; and (c) Surrey Fire Regional Dispatch;
 - (d) The term “**PSAP**” or “**Primary Public Safety Answering Point**” means the Primary PSAP and the Secondary PSAPs, defined in section 1.23(b) and section 1.23(c) of this Schedule A, and excludes British Columbia Emergency Health Care Services (operating pursuant to the *Emergency Health Services Act* (BC)), and the Royal Canadian Mounted Police (operating pursuant to the *Royal Canadian Mounted Police Act* (Canada)).
- ### 1.23 “PSAP Contingency Plan”:

It is a plan prepared by the PSAP, in collaboration with TELUS, to provide Default Routing to ensure 9-1-1 calls are answered. PSAP Contingency Plan is about alternative routing and configuration options related to the NG9-1-1 Network and is more specific than the overall PSAP Business Continuity Plan.

1.24 “Selective Routing and Transfer”:

A feature that automatically routes traffic destined for emergency services to the appropriate PSAP based on the location data provided during the setup of the 9-1-1 call, session or event (Automatic Identification information or Geodetic) and facilitates inter-agency transfer.

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1.25 “Serving Area”:

Under the Tariff, the area within the LGA’s boundaries, as determined by TELUS and the LGA, from which calls, sessions and events sent to the 3-digit emergency telephone number 9-1-1 will be directed to the Primary PSAP.

In this Agreement, the Serving Area means the entire area within the geographic boundaries of the LGA, as set out in the LGA’s letters patent from time to time except those lands referenced in section 4.6 herein.

1.26 “User-to-Network Interface (UNI) Interconnection Design Specifications”:

User-to-Network Interface (UNI) Interconnection Design Specifications means the authoritative document which sets the technical specifications an i3-PSAP must comply with.

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SCHEDULE B - v.1			
List of NG9-1-1 PSAPs, locations & targeted migration			
Current Emergency Zones & PSAP migration identification			
Schedule B is a current list of PSAPs that provide services to the LGA. Please review and confirm accuracy (initial) of all contracted PSAPs. Post transition changes or updates to Schedule B will be communicated to TELUS via current TELUS operations change process.			
			LGA initial _____

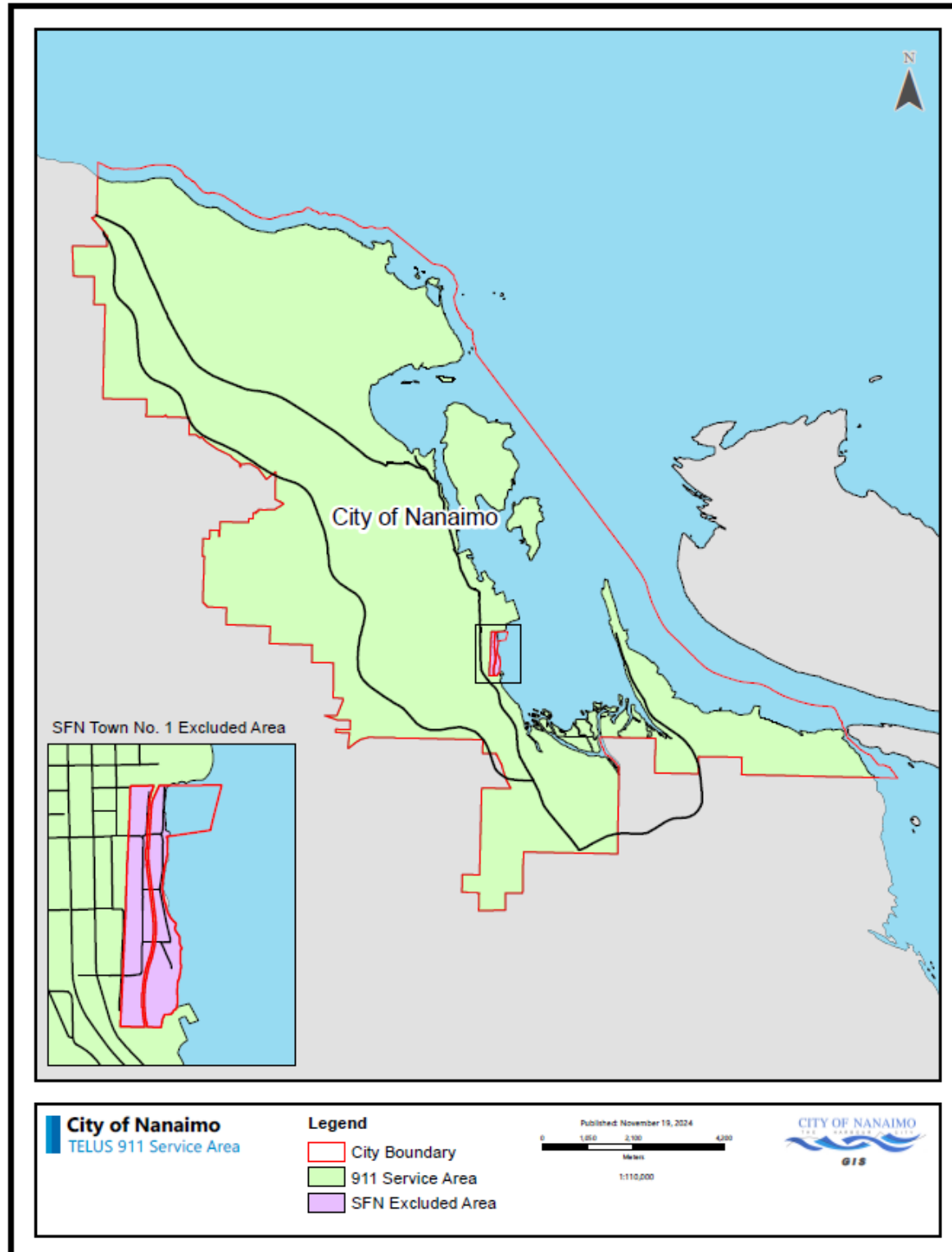
PSAP Serving Information			
PSAP Name (*1 & *2)	PSAP Address	PSAP Address - Backup Site	Targetted Migration Date
E-Comm 9-1-1 North Island	3301 E Pender Street Vancouver, BC	2955 Virtual Way Vancouver, BC	TBD
Surrey Fire	8767 132nd Street Surrey, BC	14355 57th Avenue Surrey, BC	TBD
North Island 9-1-1 Fire	675 13TH Avenue, Campbell River, BC		TBD
RCMP Courtenay	800 Ryan Road Courtenay, BC		TBD

ESZ	Community	Municipality	9-1-1 Answer	Fire
3753	Nanaimo RD	Nanaimo *	ECOMM North Island 911 Corp	Surrey Fire

*** For the purposes of this agreement, ESZ 3753 obligations and accountabilities are limited to the lands within the City of Nanaimo municipal boundaries excluding all First Nations' reserve lands within those boundares. In addition, the Regional District of Nanaimo is responsible for securing PSAP services for Nanaimo River IR1,2,3,4.**

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Appendix 1 to Schedule B – Emergency Service Zones



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Schedule C Technical Requirements/ESInet Access Criteria

Next Generation 9-1-1 is comprised of complex and interactive systems. In order to ensure proper network security, resiliency, diversity, and reliability, the LGA must ensure that all of the PSAPs meet the technical requirements detailed below. A PSAP cannot interconnect to the TELUS NG9-1-1 Network without meeting these requirements.

PSAPs utilizing networks to process and deliver NG9-1-1 calls outside of the ESInet do so at their own risk and assume all liabilities, including prolonged restoration times in the event of an outage.

LGA will direct the PSAP(s) to:

- 1 Deploy Dual Stack as the preferred method for simultaneous use of IPV4 & IPV6 address space OR to individually perform NAT-PT (Network Address Translation - Protocol Translation) for their Network Domain as defined in the NG9-1-1 network provider's UNI Interconnection Design Specifications, as a mandatory condition to interconnect to the NG9-1-1 network.
- 2 Support a set MTU (Maximum Transmission Unit) value of 1500 bytes for their network domain.
- 3 Utilize the Border Gateway Protocol (BGP) for dynamic routing between peering networks, using registered Autonomous System (AS) numbers, when available.
- 4 Assign a Local Registration Authority ("LRA") within Schedule F. The LRA will be responsible for determining and managing which users will be authorized to access the ESInet. An LRA can be assigned for a specific PSAPs or may be assigned for all PSAPs in an entire serving territory. The PSAP must notify TELUS at least 30 days prior to onboarding to the NG9-1-1 network of its selection and provide TELUS with 60 days' notice prior to any changes to its LRA structure. The LRA will have to enter into a distinct agreement with TELUS regarding the rights and obligations specific to the LRA and agree to TELUS Certificate Policy. For greater clarity, if access to the ESInet is needed for devices, the PSAP must assign an Authorized Organization Representative ("AOR"), which will also enter into a distinct agreement with TELUS. For greater clarity, LRA and AOR doesn't need to be the PSAP itself. The Parties may update Schedule F, from time to time, by mutual written consent, without requiring an amendment to this Agreement.
- 5 Utilize the PCA service provided by the NG9-1-1 network provider, as defined in the UNI Interconnection Design Specifications, as a mandatory condition of interconnection with the NG9-1-1 network until a nation-wide PSAP Credentialing Agency is established.
- 6 Comply with the UNI and any other bulletins or technical documents communicated by TELUS to all LGAs and PSAPs from time to time. Employ a NENA i3 compliant BCF (Border Control Function), as defined in the NG9-1-1 network provider UNI Interconnection Design Specifications, as a mandatory condition of interconnection with the NG9-1-1 network. In addition, the BCF must be deployed in a manner that prevents single points of failure.
- 7 Employ the QoS requirements as defined in the NG9-1-1 network provider UNI Interconnection Design Specifications as a mandatory condition of interconnection with the NG9-1-1 network.
- 8 Implement the mandatory list of audio CODECs as provided by the NG9-1-1 network providers as part of the Onboarding Process, and as updated through the proposed change management process managed by CISC.
- 9 Use the two (2) redundant 9-1-1 IP-VPN circuits and routers provided by TELUS to deliver 9-1-1

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calls, sessions and events, and associated data as per TELUS acceptable use policy available at www.telus.com/aup. The PSAPs will not modify, repair, reinstall, or tamper with the 9-1-1 IP-VPN circuits and routers, or use them in a manner that interferes with any service components used to provide them, TELUS' networks, or with the use of TELUS services by other persons, or in a manner that avoids the payment of any charges, or use the 9-1-1 IP-VPN circuits in violation of any law or regulation. TELUS recommends that the PSAP use both 9-1-1 IP-VPN circuits to avoid service impacts in the event of an 9-1-1 IP-VPN circuit or terminating router failure.

- 10 Design and operation the PSAPs WAN/LAN, including resiliency, capacity, management, quality of service and security.
- 11 Support end-to-end encryption of traffic from and towards the ESInet as defined in the TELUS NG9-1-1 UNI Interconnection Design Specifications. PSAPs are strongly encouraged to utilize the TELUS NGCS-based DNS service to ensure the resiliency of DNS functions and seamless PCA functionality. If a PSAP opts to use its own DNS service, it will be the sole responsibility of that agency to design, maintain and administer this element.
- 12 Use the provided ESInet connections strictly for the delivery of NG9-1-1 calling and associated data and not to use any private VPN tunnels across the ESInet.
- 13 Create Policy Routing Rules for NG9-1-1 and communicate their Default Routing, if any, as part of their PSAP Contingency Plans to ensure that 9-1-1 calls are answered in the event of a PSAP outage.
- 14 Synchronize their network elements with those of the NGCS based on the Network Time Protocol resource provided by TELUS.
- 15 Apply on an ongoing basis, the required security updates (including any security patches) promptly, on the schedule communicated by TELUS.

The failure of a PSAP to comply with the technical requirement and access criteria may result in having such PSAP removed from the TELUS NG9-1-1 Network. In the event where a PSAP does not meet the above technical requirements and access criteria to the ESInet, TELUS will inform the LGA before removing the PSAP from the TELUS NG9-1-1 Network.

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Schedule D

GIS Data Provider Details * Provided to TELUS upon GIS introduction.

Municipality, County or Other Government Entity name	GIS Data Provider or Provincial/ Territorial Designated Data Aggregator name	Provincial /Territorial Legislation (Y/N)

In the absence of Provincial or Territorial legislation defining a Data Aggregator body, by default, the NG9-1-1 Network Provider will be the defined GIS and addressing Data Aggregator ([Telecom Decision CRTC 2020-150 | CRTC](#))

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SCHEDULE E

LGA must verify with each PSAP and PSAP location listed in Schedule B has a 9-1-1 Contingency Plan and Policy Routing Rules documented and identified to TELUS. TELUS' requirement is to obtain documented contingencies and does not imply imposing mutual aid, backup sites, or any actual contingency options.

PSAP Serving Information			
PSAP Name	PSAP Addresses	PSAP Address-Backup Site	Contingency Plan & Policy Routing Rules LGA verified (initial)
E-Comm 9-1-1 North Island	3301 E Pender Street Vancouver, BC	2955 Virtual Way Vancouver, BC	
Surrey Fire	8767 132nd Street Surrey, BC	14355 57th Avenue Surrey, BC	
RCMP Courtenay	800 Ryan Road Courtenay, BC		

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SCHEDULE F - v.1

LGA must designate a Local Registration Authority ("LRA")
*** reference Schedule C, #4.**

Digital Subscriber Certificate Agreement and Application Form - submitted by LGA's Local Registration Authority designate upon TELUS onboarding

PSAP Serving Information

PSAP Name (*1 &*2)	PSAP Addresses	PSAP Address-Backup Site	LGA designated Local Registration Authority ("LRA")
E-Comm 9-1-1	3301 E Pender Street Vancouver, BC	2955 Virtual Way Vancouver, BC	
Surrey Fire	8767 132nd Street Surrey, BC	14355 57th Avenue Surrey, BC	
RCMP Courtenay	800 Ryan Road Courtenay, BC		

