

9-1-1 CALL ANSWER CENTRE SERVICE CONTRACT

THIS AGREEMENT is made effective July 25, 2014

BETWEEN:

North Island 9-1-1 Corporation

(the "NI9-1-1 Corp")

AND:

E-COMM EMERGENCY COMMUNICATIONS FOR SOUTHWEST BRITISH COLUMBIA INCORPORATED

(**"E-Comm"**)

WHEREAS:

- A. NI9-1-1 Corp and TELUS Communications Inc. (**"Telus"**) entered into an "Agreement to Provide Provincial 9-1-1 Service";
- B. The NI9-1-1 Corp has entered into a shareholder agreement with each of the Comox Valley Regional District, the Strathcona Regional District, the Regional District of Mount Waddington, the Regional District of Alberni-Clayoquot, the Regional District of Nanaimo, and the Powell River Regional District, under which the NI9-1-1 Corp provides emergency communications services; and
- C. The parties wish to enter into this Agreement to set forth the terms and conditions by which E-Comm will provide Call Answer services and Additional 9-1-1 Services (as defined in Schedule "B") to the NI9-1-1 Corp, and through the NI9-1-1 Corp to each of the Comox Valley Regional District, the Strathcona Regional District, the Regional District of Mount Waddington, the Regional District of Alberni-Clayoquot, the Regional District of Nanaimo, and the Powell River Regional District.

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

1. **INTERPRETATION**

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

- (a) **"95/5 Service Level"** has the meaning set out in Section 3.2(a) hereof;
- (b) **"Additional 9-1-1 Services"** means the functions described in Schedule "B" hereto;
- (c) **"9-1-1 Call Taking Fee"** has the meaning set out in Schedule "D" hereto;
- (d) **"Call Answer"** means the process of answering primary PSAP 9-1-1 calls, determining the type of emergency service required, and directing the call to an Emergency Response Agency;
- (e) **"Call Answer Centre"** means the communications facility operated by E-Comm 24 hours a day, 365 days a year, that provides Call Answer services;

- (f) **"9-1-1 Agreement"** means the Agreement between Telus and the North Island 9-1-1 Corporation under which Telus provides Provincial 9-1-1 Service to the NI9-1-1 Corp, as listed in Schedule "F" to this Agreement;
- (g) **"9-1-1 Operations Manual"** means the manual maintained by E-Comm with respect to Call Answer Centre operations;
- (h) **"ERA" or "Emergency Response Agency"** means the communication centre to which 9-1-1 calls are transferred from the Call Answer Centre and which is the agency responsible for dispatching emergency medical, fire or law enforcement personnel;
- (i) **"Force Majeure Event"** has the meaning set out in Section 3.2(g) hereof;
- (j) **"Material Call Volume Increase"** has the meaning set out in Section 3.2(c) hereof;
- (k) **"Material Call Volume Increase Notice"** has the meaning set out in Section 3.2(c) hereof;
- (l) **"Material Compliance Change"** means a change to operations of E-Comm in connection with the services described in 2.1(a) and (b) hereof which are required or mandated by a change in applicable law or order of a court, board, regulator or tribunal of competent jurisdiction during the Term hereof, which are of general application to emergency communications corporations or public service answer points, and which results in a material change to E-Comm operations in fulfillment of this Agreement;
- (m) **"PSAP"** means a public safety answer point;
- (n) **"Service"** means the enhanced 9-1-1 emergency telephone system service of the District;
- (o) **"Serving Area"** means the geographic areas of the Regional Districts listed in Schedule "E" hereto; and
- (p) **"Term"** has the meaning set out in Section 7.1 hereof.

2. CONTRACT FOR SERVICES

2.1 Contract for Services. The NI9-1-1 Corp and E-Comm hereby enter into a contract for services under which E-Comm will:

- (a) provide Call Answer services to the NI9-1-1 Corp throughout and for the benefit of the Serving Area in accordance with the terms of this Agreement and any relevant terms of the 9-1-1 Agreements;
- (b) exercise best efforts to attend the NI9-1-1 Corp.'s meetings from time to time as reasonably requested by NI9-1-1 Corp.;
- (c) exercise reasonable efforts to establish a 9-1-1 service provider administration group comprised of the E-Comm PSAP customers to discuss annually any emerging issues, industry changes, or other relevant issues;
- (d) provide Additional 9-1-1 Services to the NI9-1-1 Corp in accordance with the terms of this Agreement and any relevant terms of the 9-1-1 Agreements; and

- (e) recommend to the NI9-1-1 Corp from time to time optional services that could be provided by E-Comm under this Agreement at an additional cost to NI9-1-1 Corp (such optional services to be at the discretion of the NI9-1-1 Corp), along with a reasonable estimate of the annual incremental cost of such optional services.

3. E-COMM RESPONSIBILITIES

3.1 E-Comm Responsibilities. E-Comm will, in addition to its other obligations and responsibilities under this Agreement, provide personnel and a workplace situated at 3301 East Pender Street, Vancouver, British Columbia or any other appropriately equipped location to operate the Call Answer Centre to the extent and at the 95/5 Service Level (as defined in Section 3.2) in order to:

- (a) answer 9-1-1 calls received at the Call Answer Centre;
- (b) determine to which ERA each 9-1-1 call is to be transferred; and
- (c) transfer the 9-1-1 call to the appropriate ERA.

3.2 Service Level.

- (a) Subject to the terms of this Agreement, E-Comm will provide a level of Call Answer service in the Serving Area such that at least 95% of all 9-1-1 calls originating within the Serving Area and received on the primary enhanced 9-1-1 answering service at the Call Answer Centre are answered by a Call Answer Centre operator within five (5) seconds after the time that the call is received by the Call Answer Centre and before being redirected to a recorded answering service (the “**95/5 Service Level**”). The 95/5 Service Level will be measured on a quarterly basis during the Term. E-Comm is only required to achieve a 95/5 Service Level if the equipment and systems supplied by Telus are reasonably capable of reaching such a level of service and if the response or lack of response of the ERAs, including any ERA located within or contracted through E-Comm, does not materially impede or interfere with the function of the primary enhanced 9-1-1 answering service.
- (b) If E-Comm determines that either: (i) the equipment and systems used by one or more ERAs or (ii) the level of service by, or response or lack of response of, one or more ERAs impedes or interferes with the function of the primary enhanced 9-1-1 answering service, or impairs the ability of E-Comm to achieve the 95/5 Service Level, then E-Comm will provide the NI9-1-1 Corp with prompt written notice thereof, such notice to provide an analysis of the ways in which one or more ERA's impede or interfere with the function.
- (c) E-Comm will not be required to achieve or maintain a 95/5 Service Level if, in any six (6) month period during a calendar year, the number of 9-1-1 calls received at the Call Answer Centre from the Serving Area increases by more than 5% over the greater of (i) the annual call volume of 9-1-1 calls from the Serving Area for the preceding calendar year or (ii) the 2013 annual call volume for the Serving Area of 62,000 9-1-1 calls inflated and compounded by 2% for each subsequent year (a “**Material Call Volume Increase**”). Upon identifying that a Material Call Volume Increase will not enable E-Comm to meet the 95/5 Service Level, E-Comm will give written notice (a “**Material Call Volume Increase Notice**”) to the NI9-1-1 Corp:
 - (i) stating that there has been a Material Call Volume Increase, including the number of 9-1-1 calls forming part of such increase;

- (ii) the estimated level of Call Answer service that E-Comm is able to provide as a result of the Material Call Volume Increase; and
 - (iii) the estimated period of time that such other level of Call Answer service will remain in effect.
- (d) Any Material Call Volume Increase Notice delivered under Section 3.2(c) will remain in effect until the earlier of (i) 11:59 p.m. on December 31 in the year such notice was delivered and (ii) the date of written notice from E-Comm to the NI9-1-1 Corp that it is again able to achieve a 95/5 Service Level.
 - (e) E-Comm will provide the NI9-1-1 Corp with quarterly reports regarding its service level commitments under this Agreement, substantially in the forms attached as Schedule C hereto.
 - (f) E-Comm will ensure that the Call Answer services provided by it under this Agreement meet the quality standards generally accepted in North America for such services, except that if there is any conflict with or inconsistency between such generally accepted quality standards and the terms of this Agreement, including the 95/5 Service Level, then the terms of this Agreement will prevail to the extent of such conflict or inconsistency.
 - (g) E-Comm will not be responsible or liable in any way for any delays or inability to achieve 95/5 Service Levels caused by (a) Acts of God; (b) restrictions, regulations or orders of any governmental authority or agency or subdivision thereof or delays caused by such authorities or agencies; (c) strikes or labour disputes; (d) fires or other loss of facilities; (e) breach or delay under the 911 Agreement; (f) utility, communication (excluding communication delays caused by the negligence of E-Comm) or transportation delays or failures; (g) acts of war (whether declared or undeclared), terrorism, sabotage or the like; (h) any events referred to in subsections 3.2(b) or (d) hereof; (i) systemic abuse by a member of the public of the 911 emergency telephone system or (j) any other causes beyond the reasonable control, and not the result of the fault or neglect, of E-Comm or its employees or contractors (collectively, a **"Force Majeure Event"**) provided that E-Comm shall take reasonable commercial efforts to avoid or limit the duration or impact of a Force Majeure Event; and provided further that nothing herein shall be interpreted to affect or detract from the immunities provided for in the *Emergency Communications Corporations Act (B.C.)*.

3.3 Methods and Procedures

- (a) The methods and procedures to be used by E-Comm in providing Call Answer services at the Call Answer Centre from the time a 9-1-1 call is received until that 9-1-1 call is either "transferred" or "conferenced" will be as set forth from time to time in the 9-1-1 Operations Manual.
- (b) The methods and procedures to be used by ERAs in responding to 9-1-1 calls transferred to them from the Call Answer Centre are the responsibility of the ERAs and are outside the scope of the Call Answer service.
- (c) E-Comm may change the methods and procedures under Subsection 3.3(a) above (including, changes to the 9-1-1 Operations Manual) from time to time, and will give the NI9-1-1 Corp written notice of any such change, provided that in accordance with section (d) of Schedule B any material adverse changes to the 9-1-1

Operations Manual are subject to approval by the NI9-1-1 Corp, which approval will not be unreasonably withheld or delayed.

3.4 Personnel. All 9-1-1 operators providing Call Answer services will be employees of E-Comm, and not the NI9-1-1 Corp, and, as such, will be subject to E-Comm human resources policies and practices, as determined by E-Comm from time to time.

3.5 Compliance with Laws. In the performance of its obligations hereunder, E-Comm will comply with the provisions of any statute, regulation, bylaw or other enactment that may from time to time apply to E-Comm and the services provided by E-Comm under this Agreement.

3.6 Indemnification.

(a) E-Comm Indemnity: Subject to the immunities provided for in the *Emergency Communications Corporations Act* [SBC 1997] Chapter 47 ("ECC Act"), E-Comm shall indemnify and save harmless the NI9-1-1 Corp and its directors, officers, employees, shareholders, agents and contractors from and against all claims, losses, damages, actions, causes of action, costs or proceedings by third parties arising from or caused by the negligence or wilful misconduct of E-Comm and its directors, officers, employees, agents and contractors in providing Call Answer services or Additional 9-1-1 Services under the terms of this Agreement.

(b) NI9-1-1 Corp Indemnity: The NI9-1-1 Corp agrees to indemnify and save harmless E-Comm from any claims, loss, damages, actions, causes of action, costs or proceedings by third parties relating to a breach of a provision of this Agreement by the NI9-1-1 Corp, but in no event will the NI9-1-1 Corp be liable to E-Comm for incidental, indirect, special or consequential damages suffered or incurred by E-Comm.

(c) Limitations on Liability: In no event will E-Comm be liable to the NI9-1-1 Corp for incidental, indirect, special or consequential damages suffered or incurred by the NI9-1-1 Corp, including but not limited to such damages resulting from:

- (i) loss of use, loss of anticipated revenue and/or savings, cost of capital, down-time costs, costs of substitute products, facilities, services or replacement power, loss of time or any other similar losses incurred by the NI9-1-1 Corp;
- (ii) any action taken or permitted to be taken by E-Comm in good faith in reliance upon instructions, orders or information received from or on behalf of NI9-1-1 Corp;
- (iii) the NI9-1-1 Corp failing to perform its responsibilities under this Agreement;
- (iv) E-Comm's compliance with the NI9-1-1 Corp's specifications for the services to be provided herein;
- (v) any property damage external to any services provided pursuant to this Agreement, and loss arising out of such damage; or
- (vi) a Force Majeure Event,

whether a claim for such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, in all cases even if E-Comm knew or

should have known of the possibility or likelihood of such loss, liability or damage. For the purposes of this Section, "E-Comm" is defined as E-Comm and its directors, officers, shareholders, employees and agents.

- (d) Limitations on Damages: The entire liability of E-Comm to NI9-1-1 Corp for any loss or damage suffered or incurred by the NI9-1-1 Corp as a result of the negligence or other fault of E-Comm in providing services under this Agreement, will not exceed, in the aggregate for all claims in a fiscal year during the Term, an amount equal to the annual fees for all services provided herein.

- 3.7 Insurance: E-Comm will obtain performance liability insurance providing coverage for any liability resulting from errors and omissions in E-Comm's performance of any and all services under this Agreement. In addition, E-Comm shall obtain comprehensive general liability insurance providing coverage against third party bodily injury, personal injury and/or property damage, such insurance to be in an amount of not less than five million dollars (\$5,000,000.00). E-Comm will provide evidence of such insurance at the request of the NI9-1-1 Corp.

4. NI9-1-1 CORP RESPONSIBILITIES

- 4.1 NI9-1-1 Corp Responsibilities. Notwithstanding the foregoing nor anything contained elsewhere in this Agreement, the NI9-1-1 Corp may at any time and in its sole discretion amend the Service, or discontinue the Service either in part or in its entirety.
- 4.2 9-1-1 Call Taking Fee. For each year of the Term, the NI9-1-1 Corp will pay to E-Comm the amounts set out in Schedule "D" hereto (the "**9-1-1 Call Taking Fee**") in consideration of E-Comm providing Call Answer services for the NI9-1-1 Corp and carrying out its other responsibilities under this Agreement, including the Additional 9-1-1 Services listed in Schedule "B" as of the date of this Agreement's execution (other than where Schedule "B" expressly refers to the fact that an additional cost may be charged to the NI9-1-1 Corp for a specific Additional 9-1-1 Service). The NI9-1-1 Corp will pay the 9-1-1 Call Taking Fee to E-Comm in the manner and at the time specified in Schedule "D" attached hereto.
- 4.3 Material Compliance Change. In the event of a Material Compliance Change the NI9-1-1 Corp will pay to E-Comm such additional fees as are reasonably estimated by E-Comm to be the cost to E-Comm of compliance with the requirements of the Material Compliance Change in respect of the services set out in paragraphs 2.1(a) and (b) hereof. E-Comm will provide the NI9-1-1 Corp with written notice of and explanatory material on such fees. Such notice will be provided in advance of E-Comm commencing charging any such additional fees.

5. TELUS

- 5.1 E-Comm Authority to Deal with Telus. Subject to the prior approval of Telus, the NI9-1-1 Corp agrees that E-Comm may contact and deal directly with Telus with respect to those matters listed in Schedule A hereto.
- 5.2 Communication of Authority. Immediately after its execution of this Agreement, the NI9-1-1 Corp will deliver to Telus written confirmation of the authority granted to E-Comm pursuant to Section 5.1 in relation to the 9-1-1 Agreement between the NI9-1-1 Corp and Telus.
- 5.3 Amendments to Schedule A. The terms of Schedule A may be amended or replaced from time to time with the consent of both parties, such consent to be conclusively determined by the signature of an authorized signatory of each party on the amended or replacement

Schedule "A". Upon being signed by both parties, such amended or replacement Schedule "A" will supersede the then-current Schedule "A" and will become an integral part of this Agreement.

6. ADDITIONAL 9-1-1 SERVICES

6.1 Scope. In addition to E-Comm's other rights and obligations under this Agreement, E-Comm will be responsible for carrying out the Additional 9-1-1 Services. If E-Comm is requested to provide any Additional 9-1-1 Services (other than an Additional 9-1-1 Service listed in Schedule "B" to this Agreement as of the date of this Agreement's execution, unless Schedule "B" expressly refers to the fact that an additional cost may be charged to the NI9-1-1 Corp for that Additional 9-1-1 Service) then the NI9-1-1 Corp will pay additional charges for such services at such rates as the parties may agree in writing.

6.2 Amendments to Schedule "B". The terms of Schedule "B" may be amended or replaced from time to time with the consent of both parties, such consent to be conclusively determined by the signature of an authorized signatory of each party on the amended or replacement Schedule "B". Upon being signed by both parties, such amended or replacement Schedule "B" will supersede the then-current Schedule "B" and will become an integral part of this Agreement.

7. TERM AND RENEWAL

7.1 Term. Subject to Sections 7.2 and 7.3, this Agreement will continue for a term of five (5) years (the "**Term**") commencing on October 21, 2014 and terminating on October 20, 2019.

7.2 Right of Extension. E-Comm hereby grants to the NI9-1-1 Corp the right to extend the Term of this Agreement for five(5) additional years provided the NI9-1-1 Corp has given notice in writing at least one (1) year prior to the end of the Term to E-Comm of its exercise of such right of extension, and provided that the NI9-1-1 Corp has paid all 9-1-1 Call Taking Fees taxes and other sums or charges due or payable by virtue of this Agreement and is not in default of any other term or condition herein. The extension term will be on the same terms and conditions contained in this Agreement with the exception of the 9-1-1 Call Taking Fee, which shall be negotiated at the time of extension.

7.3 Termination Rights.

(a) During the Term, either party will have the right to terminate this Agreement by giving not less than 12 months' written notice to the other party.

(b) Despite any other provision of this Agreement:

(i) the NI9-1-1 Corp will have the right to terminate this Agreement by giving not less than 60 days written notice to E-Comm in the event that E-Comm fails to observe or satisfactorily perform any of its material obligations under this Agreement, and such failure continues for a period of 30 days after the giving of written notice to E-Comm specifying in reasonable detail the nature of the failure or unsatisfactory performance and requiring the same to be remedied;

(ii) E-Comm will have the right to terminate this Agreement by giving not less than 60 days written notice to the NI9-1-1 Corp in the event that E-Comm is

unable to perform its fundamental obligations under this Agreement due to any of the following causes:

- A. substantial damage or destruction of the Call Answer Centre or its equipment or systems;
 - B. withdrawal by the Greater Vancouver Regional District from the Call Answer services provided by E-Comm; or
 - C. cancellation, termination or expiration of a mandatory permit, licence or approval required from any governmental authority to lawfully operate the Call Answer Centre or provide Call Answer services where, despite commercially reasonable efforts by E-Comm, such permit, licence or approval is incapable of being renewed, obtained or maintained.
- (iii) E-Comm will have the right to terminate this Agreement by giving not less than 60 days written notice to the NI9-1-1 Corp in the event that the NI9-1-1 Corp fails to pay the 9-1-1 Call Taking Fees described in Schedule "D" within thirty (30) days of receiving a notice to pay and threat of termination of Agreement.

7.4 Obligations Upon Termination. In addition to any other obligations of the NI9-1-1 Corp upon termination specified in or required under the 9-1-1 Agreement, the following provisions apply upon any termination of this Agreement:

- (a) Within 14 days after the effective date of termination, the NI9-1-1 Corp will pay to E-Comm all amounts owing under this Agreement for the period up to and including the effective date of termination.
- (b) The parties will cooperate fully with each other and with Telus in developing and implementing a plan for the orderly transition of the management and operation of the Call Answer Centre and the provision of Call Answer services and Additional 9-1-1 Services to any successor service provider.
- (c) The NI9-1-1 Corp will pay to E-Comm the reasonable costs incurred by E-Comm in developing and implementing the plan contemplated by Section 7.4(b) and, if applicable, in winding down operations of the Call Answer Centre.

8. CONFIDENTIAL INFORMATION

8.1 Confidentiality. Subject to applicable law, any information, including any and all written documentation provided to E-Comm by the NI9-1-1 Corp or by Telus, or by their respective employees, servants, agents, assigns and/or contractors pertaining to the design, development, implementation, operation and maintenance of the Service is confidential, and will be provided only by E-Comm to such persons who have a need to know for the purposes of this Agreement. E-Comm will not permit any of its employees, servants, agents, assigns and/or contractors to duplicate, reproduce or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns and/or contractors with a need to do so for the purposes of this Agreement.

8.2 ANI/ALI Information. Confidential automatic number identification ("**ANI**") and automatic location identification ("**ALI**") and associated information are the property of the NI9-1-1

Corp, but will be provided to the Call Answer Centre and ERAs by Telus as directed by the NI9-1-1 Corp solely for the purpose of enabling the Call Answer Centre and ERAs to verify the location from which a 9-1-1 call is placed and for the purpose of associating a 9-1-1 call with a physical address. E-Comm must retain all confidential ANI/ALI and associated information in confidence and will treat the confidential information with the same degree of care that it employs for the protection of its own confidential information and, at a minimum, a reasonable degree of care, and will not use or copy such information, except to employees, servants, agents and assigns and/or contractors, including the Call Answer Centre and Emergency Response Agencies (provided such employees, servants, agents, assigns and/or contractors are bound in writing by similar confidentiality obligations as contained in this Agreement) where there is a need to know for the purposes of this Agreement.

- 8.3 Access to Information Requests and Protection of Privacy. The NI9-1-1 Corp and E-Comm both acknowledge and agree that the printed, electronic, and other records produced and maintained by E-Comm for the purpose of, or in connection with, the provision of the Call Answer services are records that for the purpose of the *Freedom of Information and Protection of Privacy Act (B.C.) ("FIPPA")* are in the custody and under the control of the NI9-1-1 Corp and/or one or more of the Comox Valley Regional District, the Strathcona Regional District, the Regional District of Mount Waddington, the Regional District of Alberni-Clayoquot, the Regional District of Nanaimo, and the Powell River Regional District, depending on the place of origin of the 9-1-1 call to which the record relates, and that the NI9-1-1 Corp (or as determined by the NI9-1-1 Corp upon receipt of a request for access to such records, the Comox Valley Regional District, the Strathcona Regional District, the Regional District of Mount Waddington, the Regional District of Alberni-Clayoquot, the Regional District of Nanaimo, and the Powell River Regional District shall be responsible to process any request for access to those records under *FIPPA* that are received from third parties by the NI9-1-1 Corp or E-Comm. E-Comm and the NI9-1-1 Corp will comply with all federal and provincial legislation applicable with respect to the protection of privacy as is in effect from time to time, including without limitation the provisions of the *Emergency Communication Corporations Act (B.C.)*, and *FIPPA*. Without limiting the foregoing, the NI9-1-1 Corp and E-Comm both acknowledge and agree that the records referred to in this section 8.3 include personal information (as defined in *FIPPA*) and that such personal information shall be collected, maintained, used and disclosed only as permitted by and in accordance with the provisions of *FIPPA*.

9. DISPUTE RESOLUTION

- 9.1 Procedure. If there is any dispute arising out of or relating to this Agreement, then the parties will use reasonable good faith efforts to resolve such dispute, first by direct negotiation and then, if that is not successful, by mediation with a neutral third party mediator acceptable to both parties. Each party will bear its own costs and expenses in connection with any mediation and all costs and expenses of the mediator will be shared equally by the parties. Any dispute arising out of or relating to the Agreement that is not settled by agreement between the parties or mediation within a reasonable time will be settled exclusively by binding arbitration by a single arbitrator. The location of any arbitration proceeding will be at the British Columbia International Commercial Arbitration Centre or its successor in Vancouver, British Columbia. The arbitration will be governed by the *Arbitration Act [RSBC 1996] Chapter 55* (British Columbia). The arbitrator will be selected and the arbitration conducted in accordance with the British Columbia International Commercial Arbitration Rules, except that the provisions of this Agreement

will control over such rules. The parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration. The parties will use their best efforts to ensure that an arbitrator is selected promptly and that the arbitration hearing is conducted no later than 3 months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law which would govern the dispute if it were litigated in court. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision which summarizes the reasoning behind the award and the legal basis for the award. The arbitrator will not:

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

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

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

10. GENERAL PROVISIONS

- 10.1 No Third Party Beneficiaries. Nothing contained in this Agreement will create a duty or liability on the part of E-Comm, the NI9-1-1 Corp or their respective employees or agents, to any member of the public. Except for any other government authority that forms a part of the Serving Area from time to time, there are no third party beneficiaries to this Agreement.
- 10.2 Further Agreements. The parties will enter into such further agreements and will execute such further documents with respect to the Call Answer Centre and the provision of Call Answer services and Additional 9-1-1 Services in the Serving Area, all in a form satisfactory to the parties acting reasonably, as are necessary in order to address modifications or alterations to the 9-1-1 Agreement or to address matters relating to the Call Answer Centre or the provision of Call Answer services and Additional 9-1-1 Services in the Serving Area that the parties wish to address but which are not addressed in the 9-1-1 Agreement or in this Agreement.
- 10.3 Assignment. Neither party will have the right to assign, transfer (whether directly or indirectly by way of a change of control) or otherwise dispose of any of its interest in all or any part of the Agreement, whether gratuitously or for consideration, without the prior written consent of the other party and any attempt to do so will be void, except that: (a) E-Comm will have the right at any time without prior consent to assign, transfer or otherwise dispose of the whole of this Agreement to any subsidiary or affiliate company, provided that E-Comm provides notice to the NI9-1-1 Corp within a reasonable time before the effective date thereof and such subsidiary or affiliate company assumes all of the

obligations of E-Comm under this Agreement in a form satisfactory to the NI9-1-1 Corp; and (b) the NI9-1-1 Corp will have the right at any time without prior consent to assign, transfer or otherwise dispose of the whole of this Agreement to one or more member municipalities or to a wholly-owned corporation of the NI9-1-1 Corp.

- 10.4 Notices. Any notice required pursuant to this Agreement will be in writing and delivered personally, by courier or sent by registered mail (with proper postage) to the addresses listed hereafter. In the event of a strike or other disruption of postal service, delivery personally or by courier only will be effective,

A. NI9-1-1 Corp

Secretary
North Island 9-1-1 Corporation
600 Comox Road
Courtenay, B.C. V9N 3P6

Phone: (250) 334-6000
Fax: (250) 334-9637

B. E-Comm

VP of Operations
E-Comm Emergency Communications
for Southwest British Columbia Inc.
3301 East Pender Street
Vancouver, BC V5K 5J3
Phone: (604) 215-5006
Fax: (604) 215-4933

or to such other address or contact person as either party may indicate in writing to the other.

- 10.5 Benefit. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 10.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the Call Answer Centre, the Call Answer services and the Additional 9-1-1 Services and supersedes any previous agreement between the parties, whether written or verbal.
- 10.7 Severability. If any provision of this Agreement is held to be unenforceable, then such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. The parties will in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute will be as consistent as possible with the original intent of the parties.
- 10.8 Waiver. The failure of either party to require the performance of any obligation hereunder, or the waiver of any obligation in a specific instance, will not be interpreted as a general waiver of any of the obligations hereunder, which will remain in full force and effect.
- 10.9 Relationship of Parties. This Agreement will not create nor will it be interpreted as creating any association, partnership or any agency relationship between the parties.
- 10.10 Governing Law. This Agreement will be governed by the laws of British Columbia and the laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of British Columbia.
- 10.11 Counterparts. This Agreement may be executed in counterpart, both of which together will constitute one and the same instrument, and either party may deliver its counterpart page by facsimile transmission.
- 10.12 Termination of Individual 9-1-1 Agreements. Notwithstanding any other provision of this Agreement, in the event any of the applicable regional districts described herein terminate their 9-1-1 Agreements with the NI9-1-1 Corp or Telus (or an affiliate, successor or assign of Telus) or have such 9-1-1 Agreements terminated, then E-Comm will be relieved of its

contractual obligation to provide such services to the relevant geographic region of the Serving Area. At such time, E-Comm will provide written notice to the NI9-1-1 Corp of the cancellation of the applicable service under this Agreement and will enter into good faith negotiations to review the pricing and adjust the fee structure accordingly in order to fairly and reasonably reflect the reduction in the level of services provided.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth on page one.

NORTH ISLAND 9-1-1 CORPORATION

**E-COMM EMERGENCY
COMMUNICATIONS FOR SOUTHWEST
BRITISH COLUMBIA INCORPORATED**

Per: 

Name: J. K. Ambler

Title: Pres. & CEO NI 911 Corp.

Per:  D. Oakman
Secretary

Per: 

Name: D. W. Gubert

Title: Pres. & CEO

Per: Karen K. Larson Admin Assistant

SCHEDULE "A"

E-COMM RIGHTS AND AUTHORITY WITH RESPECT TO TELUS

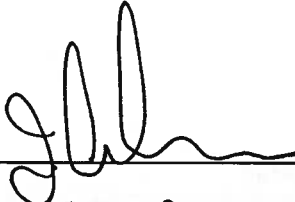
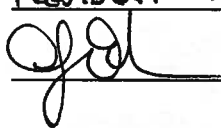
E-Comm will be authorized to contact and deal with Telus with respect to all day-to-day matters and technical issues arising with respect to the primary enhanced 9-1-1 service provided by Telus to the NI9-1-1 Corp, including:

- (a) Statistical reports for the Call Answer Centre and all ERAs within the Serving Area with the understanding that they are to be used exclusively as permitted by Article 8 of the Agreement.
- (b) Access to the Master Street Address Guide (MSAG) as it relates to the performance of the call-answer function, provided however that E-Comm will not disclose any MSAG information except as permitted by Article 8 of the Agreement and except in connection with E-Comm's support of CAD and RMS systems.
- (c) Service transitions for ERAs, including additional trunk quantities, etc., for agencies moving their call-taking and dispatch functions into the Call Answer Centre. These changes are to be communicated to the NI9-1-1 Corp in sufficient time in order to inform all ERAs of the changes. Changes at ERAs not located at the Call Answer Centre will be coordinated through the NI9-1-1 Corp and communicated to E-Comm as appropriate.

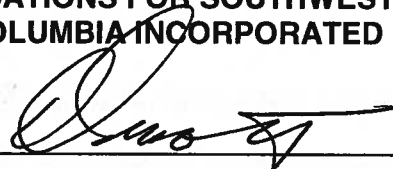

The NI9-1-1 Corp confirms they have the authorization to provide the authorization to TELUS on behalf of each of the Comox Valley Regional District, the Strathcona Regional District, the Regional District of Mount Waddington, the Regional District of Alberni-Clayoquot, the Regional District of Nanaimo, and the Powell River Regional District, in relation to the primary enhanced 9-1-1 service provided by Telus to those regional districts.

Acknowledged and agreed effective July 25, 2014 by the NI9-1-1 Corp.

NORTH ISLAND 9-1-1 CORPORATION

Per: 
Name: J. K. Ambrose
Title: PRESIDENT NORTH ISLAND CORPORATION
Per:  D. OAKMAN
Secretary

E-COMM EMERGENCY COMMUNICATIONS FOR SOUTHWEST BRITISH COLUMBIA INCORPORATED

Per: 
Name: D. W. Guscott
Title: Pres + CEO
Per:  K. Larson Admin Assistant

SCHEDULE "B"

ADDITIONAL 9-1-1 SERVICES

- (a) Support the operational and technical implementation and testing of future 9-1-1 services, with the caveat that for new services requiring significant technological enhancements, the parties will meet and engage in good faith discussions on the method and payment by which all costs for such new services are to be allocated and recovered.
- (b) Liaise with all ERAs on all 9-1-1 related announcements (e.g., service outages, changes to 10 digit trunk equivalents, consolidations of ERAs, backup services, wireless implementations).
- (c) Accommodate test calls for competitive local exchange carriers, wireless service providers and voice over internet protocol suppliers as required.
- (d) Maintain the 9-1-1 Operations Manual for the Service Area in conjunction with the affected ERAs, provided that any material adverse changes to the 9-1-1 Operations Manual are subject to approval by the NI9-1-1 Corp, which approval will not be unreasonably withheld or delayed. It is understood and accepted that standardization of the policies and procedures covering other PSAPs is beneficial and will be implemented wherever possible and practical.
- (e) Provide an estimate of the costs for additional staff for Planned Major Events to handle a temporary increase in volume of 9-1-1 calls. A **"Planned Major Event"** means any planned public event within the Serving Area having a duration of more than five (5) days and that is expected either (i) to bring a significant number of visitors into the Serving Area, and/or (ii) to cause a large number of people to congregate in a specific portion of the Serving Area.
- (f) Maintain a business continuity plan that will provide backup capability for handling 9-1-1 PSAP services should a technical problem occur at the E-Comm Call Answer Centre.

Acknowledged and agreed effective 25 July, 2014.

NORTH ISLAND 9-1-1 CORPORATION

E-COMM EMERGENCY COMMUNICATIONS FOR SOUTHWEST BRITISH COLUMBIA INCORPORATED

Per: 

Per: 

Name: J.K. Anguel

Name: D.W. Gusott

Title: President NI 911 Corp.

Title: PR & CEO

Per:  D. Oakman

Secretary

Per:  K. Larson

Admin Assistant

SCHEDULE "C"

SAMPLE FORM OF QUARTERLY SERVICE REPORTS



Call Volume and Average Answer Delay for External Agencies

Agency	Target	Jan 2014		Feb 2014		Mar 2014		Apr 2014		May 2014		Jun 2014		2014 YTD	
	ASA	Calls	ASA	Calls	ASA	Calls	ASA	Calls	ASA	Calls	ASA	Calls	ASA	Calls	ASA
PSAP															
E-Comm 9-1-1															
Ambulance															
BCAS															
Fire Agencies															
Campbell River Fire															
Police Agencies															
RCMP - OCC Courtenay															



911 Performance Report (Apr 2014)

Hour	Service Level	Calls Offered	Calls Ans	Avg Speed to Ans (s)	Outbound Calls
0:00					
1:00					
2:00					
3:00					
4:00					
5:00					
6:00					
7:00					
8:00					
9:00					
10:00					
11:00					
12:00					
13:00					
14:00					
15:00					
16:00					
17:00					
18:00					
19:00					
20:00					
21:00					
22:00					
23:00					
911 Total					

Data source: AACC6 and Genesis Admin for Outbound calls



911 Performance Report (Apr 2014)

Hour	Service Level	Calls Offered	Calls Ans	Calls Aban	Avg Speed to Ans (s)	Outbound Calls
0:00						
1:00						
2:00						
3:00						
4:00						
5:00						
6:00						
7:00						
8:00						
9:00						
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13:00						
14:00						
15:00						
16:00						
17:00						
18:00						
19:00						
20:00						
21:00						
22:00						
23:00						
911 Total						

Data source: Telus database for Calls Offered, Genesis Admin for Outbound calls, and AACC6 for other metrics

SCHEDULE "D"

FEES, INVOICING AND PAYMENTS

E-Comm 9-1-1
(Emergency Communications for
 Southern British Columbia Incorporated)

Schedule D
Pricing

9-1-1 Public Safety Answer Point Services
North Island 9-1-1 Corporation
 June 18, 2014

Levy Estimates by Calendar Year				
Time Period	% Increase	Annual Levy by Calendar Yr	Pro-rata # of Months	Levy by Calendar Year
Oct 21, 2014 - Dec 31, 2014	n/a	\$ 368,480	2.35	\$ 72,100
Jan 1, 2015 - Dec 31, 2015	3.00%	\$ 379,530	12.00	\$ 379,530
Jan 1, 2016 - Dec 31, 2016	3.00%	\$ 390,920	12.00	\$ 390,920
Jan 1, 2017 - Dec 31, 2017	3.00%	\$ 402,650	12.00	\$ 402,650
Jan 1, 2018 - Dec 31, 2018	3.00%	\$ 414,730	12.00	\$ 414,730
Jan 1, 2019 - Oct 20, 2019	3.00%	\$ 427,170	9.65	\$ 343,520
Total Estimated Contract Cost				\$ 2,003,510

Notes:

- a) - Based on the 2014 Budget Approved by the E-Comm Board of Directors.
- % targeted average service 95%/5 seconds for 9-1-1 Call Answer.
- 2015 - 2018 Estimates expected to be 3.0% increase annually.

The % impact on North Island 9-1-1 Corporation's Operating Costs in Year 2 through Year 5 due to all factors (except those factors in note (c)), will be applied fairly and equitably where ever possible but for further certainty will be no greater than the Vancouver annual consumer price index (CPI), as published by Statistics Canada for the previous calendar year (the "Base Year"), as compared to the CPI for the calendar year immediately preceding the Base Year; or 3% per year, whichever is greater.

Capital - Equipment and Implementation costs		Summary
One time capital costs	\$ 175,680	Includes net taxes
Amortization Rate	5.00	Yrs
	4.0%	Interest
Annualized Cost (Levy Recovery)	\$ 39,150	

The above capital costs are based on quotes as provided by Telus and other vendors.
 Should these costs change, the actual costs will be billed to the agencies.

The advantage of including the capital and related costs in the annual levy is that assuming the contract is renewed, technology refresh costs (assuming similar replacements costs) are included as part of the ongoing levy and additional funding would not be required.
 However, should replacement/refresh costs be less than the original investment, there would be a corresponding reduction in the annual cost and if the replacement/refresh cost is higher there would be an incremental corresponding increase in the annual cost.

9-1-1 Public Safety Answer Point Services
North Island 9-1-1 Corporation
June 18, 2014

Notes (continued):

The above costs are incremental and required in order to provide the increased capacity to accommodate North Island 9-1-1 calls at both E-Comm and our Backup facility at BCAS. If additional agencies were to also transition to E-Comm, some of these costs may be reduced due to the sharing of the infrastructure (effective when others requiring the same infrastructure were to join).

- b) *This pricing assumes all abandoned 9-1-1 calls are downstreamed to the RCMP for call-back, follow-up investigation, file creation, and dispatch (if applicable).*

- c) *The above estimated rates are based on agency metrics as follows:*
- 62,244 inbound 9-1-1 calls per year with an average service level of 95/5

Should agency metrics increase by 3% or more, the 9-1-1 Call Answer Levy may be subject to increases higher than the preliminary estimated rates for 2014 to 2018 noted above.

- d) *Allocation of Net Corporate and Overhead is factored into the levies.*
Corporate & overhead refer to direct operations management and support costs, and company wide corporate, staffing and system support costs.

- e) *Specific items related to transition that may require funding will be determined during project planning.*
The estimate below relates to one time project management and related costs.

One - Time Project Management (Operating) Costs (1st year only) 21,000

- f) *If there are any agreements to provide backup service to other PSAPs, they have not been assessed and therefore are not included in the quotation above.*
- g) *As part of the governance of E-Comm, our proposal is subject to approval by our Board of Directors.*
This will take place once the Service Agreement has been finalized.

SCHEDULE "E"

SERVING AREA

The Serving Area of the NI9-1-1 Corp includes all municipalities and electoral areas of the Comox Valley Regional District, the Strathcona Regional District, the Regional District of Mount Waddington, the Regional District of Alberni-Clayoquot, that portion of the Regional District of Nanaimo known as School District #69 and the Powell River Regional District excepting electoral area E, Lasqueti Island. The Serving Area covers 56,000 square kilometres, more or less.

SCHEDULE "F"

9-1-1 AGREEMENT BETWEEN THE NI9-1-1 CORP AND TELUS

Receipt of a copy of the Agreement referred to in this Schedule "F" is hereby acknowledged effective _____, 2014

**E-COMM EMERGENCY
COMMUNICATIONS FOR SOUTHWEST
BRITISH COLUMBIA INCORPORATED**

Per: _____

Per: _____