

## NEXT GENERATION 9-1-1 LOCAL GOVERNMENT SERVICE AGREEMENT

This Agreement for the provision TELUS' Next Generation 9-1-1 Service (the "**Agreement**") is effective the [REDACTED] day of [REDACTED], 2022 [REDACTED] (the "**Effective Date**")

BETWEEN:

[REDACTED]  
(the "**Local Government Authority**" or "**LGA**")

AND:

TELUS Communications Inc.  
(**"TELUS"**)

WHEREAS the Local Government Authority wishes to provide its citizens with access to Next-generation 9-1-1 ("**NG9-1-1**") Emergency Services ("**NG9-1-1 service**") through calls, sessions and events sent to the 3-digit emergency telephone number 9-1-1;

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

WHEREAS, the current legacy 9-1-1 LGA service agreement will remain in effect and supplement the NG9-1-1 until such time the legacy 9-1-1 network is decommissioned.

WHEREAS TELUS, as mandated by the CRTC, is the sole provider of NG9-1-1 services in the province in which the LGA is located 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 Public Safety Answering Point which provides the 9-1-1 caller with access to Emergency Services;

WHEREAS TELUS has developed an IP based next generation 9-1-1 service designed to replace the legacy provincial enhanced 9-1-1 service that 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 TRP 2017-182 and Telecom Decision CRTC 2021-199 ("**Decision 2021-199**"); and

WHEREAS TELUS will recover costs associated with delivering the TELUS Next Generation 9-1-1 Service in the form of a fee levied against each End-User as prescribed in TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001) filed in accordance with the process laid out in TRP 2017-182 and any future modifications thereto.

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

### 1 DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in Schedule "A" (Definitions).

### 2 SCOPE OF AGREEMENT

2.1 **Agreement:** The LGA and TELUS (collectively, the "**Parties**") hereby agree to fulfil their respective obligations as per the terms and conditions set out in TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001) and those contained in this Agreement, in order to provide NG9-1-1 emergency calling services. The Parties agree that this Agreement is for their mutual advantage and is designed to provide continued access to Emergency Services to the

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served inhabitants within the Serving Area.

- 2.2 **Cost Recoveries:** The Parties agree that TELUS will recover costs associated with delivering the TELUS Next Generation 9-1-1 Service via the TELUS NG9-1-1 Tariff filed by TELUS to be levied against entities that provide access to NG9-1-1 services 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 Service Provider networks supporting 9-1-1 Calling over IP-based networks and devices. For i3-PSAPs, the ESInet is delivered to the 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 may be requested by the LGA and agreed to by TELUS. TELUS provided 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 LGA's use of third-party applications in conjunction with the NG9-1-1 Service.

### 3 TELUS' OBLIGATIONS

In accordance with TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001), TELUS agrees to:

- 3.1 Provide TELUS Next Generation 9-1-1 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 TELUS Next Generation 9-1-1 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.
- 3.2 Provide TELUS' Next Generation 9-1-1 Network access, network termination/demarcation, and services to the PSAP, as agreed to by TELUS and the LGA, to be used to answer and transfer calls, sessions and events to the 3-digit emergency telephone number 9-1-1.
- 3.3 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, including those described in PSAP Contingency Plans.
- 3.4 Provide 9-1-1 caller information, as ordered by the CRTC, to the PSAP(s).
- 3.5 Maintain and update the 9-1-1 mapping and addressing database subject to receipt of the information required to be provided by the LGA pursuant to paragraphs 4.4.2 and 4.4.3.
- 3.6 Be responsible for any other requirements not specifically identified in this Agreement related to matters of the kind as imposed by the CRTC.
- 3.7 Where an Originating Network Provider has entered into agreements with TELUS with respect to access to TELUS Next Generation 9-1-1 Service, TELUS shall remain responsible for all aspects of the operation of the TELUS Next Generation 9-1-1 Service and shall not be relieved of any of its obligations under this Agreement.
- 3.8 Maintain a 24x7 9-1-1 Support Team to monitor the network and coordinate activities with stakeholders.
- 3.9 Maintain a fallback Third Party Operator Service that will accept NG9-1-1 calls, sessions and events and route them to the appropriate Primary PSAP in the event of network,

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- routing, or location issues.
- 3.10 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.
  - 3.11 Maintain a PSAP Contingency Plan as prepared by each PSAP in the event of network or customer equipment outage or evacuation.
  - 3.12 Perform Quality Assurance and Quality Control (QA/QC) on the aggregated dataset and provide mapping and addressing discrepancy/errors reporting back to the Local Government Authorities or their designees.
  - 3.13 Provide ESInet IP connection with redundant and, dependent upon availability, diverse facilities to PSAP locations designated by the LGA and as listed in Schedule "D" (PSAP Designations & Locations).
  - 3.14 TELUS is responsible for delivering NG9-1-1 traffic to the TELUS NG9-1-1 demarcation point. TELUS will not be responsible for any issues, nor will it troubleshoot outages or failures proved to be occurring with the LGA network, which begin on the LGA side of the TELUS NG9-1-1 demarcation point.

### 4 OBLIGATIONS OF THE LGA

- 4.1 As it applies to PSAPS, the LGA agrees to:
  - 4.1.1. Designate Primary PSAPs, Secondary PSAPs, and Back-Up PSAPs to answer and dispatch 9-1-1 Calls in the Serving Area. In the event that the LGA contracts with a third party for the management and operation of the PSAP, the LGA will remain responsible for all aspects of the operation of the PSAP and will not be relieved of any of its obligations under this Agreement.
  - 4.1.2. Ensure that all PSAPs are i3-compliant as per the conditions listed in section 6, requirements listed in Schedule C, and documents referenced in Schedule E of this document are connected to the NG9-1-1 network
  - 4.1.3. Ensure that all PSAPs 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 further detailed under Schedule C. LGA shall put in place a Business Continuity Plan applicable to the PSAPs and test it annually.
  - 4.1.4. Provide TELUS with a minimum of ninety (90) days' written notice of an intended change of a PSAP in their serving area.<sup>1</sup>
- 4.2 The LGA acknowledges and understands that in cases where Next Generation 9-1-1 calls, sessions and events are delivered to TELUS without complete location information, these calls, sessions and events may be routed to a default PSAP which may be a Provincial Default i3 PSAP, designated by the provincial government or an alternate default PSAP selected and managed by TELUS.

- As it applies to mapping addressing data (GIS or MSAG), where not otherwise defined

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<sup>1</sup> See Telecom Decision 2011-309 – CISC consensus reports – Emergency Services Working Group – ESRE0052 Section 4.2.2 – Change activity timelines.

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by applicable provincial legislation and absent a provincial body that acts as a GIS data aggregator, the LGA shall create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission. If a third party is to provide the GIS data on behalf of the LGA, such party shall be identified in Schedule “E”, and that 9-1-1 specific GIS data layers must be provided directly to TELUS in a secure manner without transiting through any shared open platform upon implementation of GIS functionality within the NG9-1-1 network. The LGA agrees to provide TELUS with a minimum of ninety (90) days’ written notice of a change in GIS data providers. The LGA shall take responsibility for changes to the 9-1-1 call routing resulting from submitted GIS data.

- 4.3 As it applies to Serving Area, the LGA shall coordinate the participation of all PSAPs in the Serving Area with respect to TELUS Next Generation 9-1-1 Service. This will include:
- 4.3.1. Determining, in conjunction with TELUS, the Serving Area and Emergency Service Zones served by the PSAPs;
  - 4.3.2. Providing and validating, as required by TELUS, all geographical data, including street names, addresses, or other data provided by the geographic information system (GIS) and associating those with Emergency Service Zones;
  - 4.3.3. Informing TELUS of all changes in the geographical data that may occur during the term of this Agreement and changes in that geographical data must be reported to TELUS as soon as possible after that data changes;
  - 4.3.4. Ensuring all PSAPs in the Serving Area have secure 9-1-1 data and systems which security includes physical security, network security, cybersecurity, and all other considerations within the PSAPs domains;
  - 4.3.5. Ensuring all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard;
  - 4.3.6. Ensuring the Primary PSAP accepts specific planned test calls from the public;
  - 4.3.7. Ensuring the Primary PSAP implements a call handling solution that includes a test call interface and automaton as described in NENA i3;
  - 4.3.8. Correcting all errors with submitted geographic data as reported by TELUS as soon as possible after the notification is sent to the LGA. LGA shall aim to do it in 72 hours to ensure that all carriers operating within the LGA territory have access to accurate validation information;
  - 4.3.9. Providing TELUS with 85 days written notice of an intended change in borders of the Serving Area.<sup>2</sup>
- 4.4 As the requirements related to the TELUS Next Generation 9-1-1 Service may evolve in time or need to be detailed, the LGA shall be responsible for any other requirements that are not specifically identified in the Agreement but added in documents referred under the Agreement (such as UNI) or otherwise communicated by TELUS to all LGAs and

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<sup>2</sup> Please see Telecom Decision 2011-309 – CISC consensus reports – Emergency Services Working Group – ESRE0052 Section 4.2.2 – Change activity timelines.

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PSAPs.

- 4.5 The LGA shall not, nor shall it authorize, assist or permit any person other than TELUS to change, repair, reinstall or tamper with the TELUS' Next Generation 9-1-1 Network and equipment up to the demarcation point.
- 4.6 The LGA recognizes that TELUS Next Generation 9-1-1 Service allows for many new functionalities regarding types of data that can be transmitted over the Next Generation 9-1-1 network. It is expected that the Commission will mandate the implementation of such new functionalities. The availability of these functionalities may require the LGA to upgrade software and/ or hardware at the PSAP. To ensure NG9-1-1 services' upgrades and new features are available uniformly across TELUS' ILEC operating territory, the LGA will have to ensure the PSAPs selected to serve its inhabitants implement such upgrades on the implementation schedule set out by the CRTC.
- 4.7 The LGA shall support embargoes implemented to suspend changes to the database during major outages or planned upgrades.
- 4.8 The LGA shall implement guidelines and procedures with respect to the retention and destruction of personal information related to NG9-1-1 services prior to the provision of those services.<sup>3</sup>
- 4.9 The LGA shall ensure that all communications destined for carriage over the NG9-1-1 network will be secure, and it will take all steps necessary to protect the confidentiality of the information carried over these networks to the maximum extent feasible.
- 4.10 Upon implementation of GIS functionality within the NG9-1-1 network, the LGA must provide sensitive NG9-1-1-related GIS and addressing data directly to TELUS in a secure and encrypted manner without transiting through any shared open platform.<sup>4</sup>
- 4.11 The LGA shall continue to 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.
- 4.12 Warrant and represent that it has the authority to:
  - 4.12.1. Enter into this Agreement;
  - 4.12.2. Determine that the LGA will utilize TELUS Next Generation 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 TELUS Next Generation 9-1-1 Service, access to Emergency Services through calls, sessions and events sent to the 3-digit emergency telephone number 9-1-1; and
  - 4.12.3. 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 9-1-1 Service, shall receive access to Emergency Services through calls, sessions and events sent to the 3-digit emergency telephone number 9-1-1 through use by the LGA of 9-1-1 Service.

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<sup>3</sup> Pursuant to Telecom Regulatory Policy CRTC 2017-182, paragraph 233.

<sup>4</sup> Pursuant to Telecom Regulatory Policy CRTC 2020-150, paragraph 22.

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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 TELUS Next Generation 9-1-1 Service and all enhancements on them shall 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 and/or CRTC to connect to the TELUS Next Generation 9-1-1 Network.

## 7 CONFIDENTIAL INFORMATION

- Unless the LGA provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding the LGA, other than the LGA's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than: i) the LGA; ii) a person who, in the reasonable judgment of TELUS, is seeking the information as an agent of the LGA; iii) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; iv) an agent retained by TELUS in the collection of the LGA's account, provided the information is required for and is to be used only for that purpose; v) public authority or agent of a public authority, for emergency public alerting purposes, if a public 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; vi) an Affiliate involved in supplying the LGA with the Services, 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.

7.1 TELUS is responsible for complying with Canadian privacy legislation (including the Personal Information Protection and Electronic Documents Act (PIPEDA) and substantially similar Canadian provincial privacy legislation) as such is applicable to TELUS in the provision of the Services under this Agreement. TELUS' commitment to the protection of personal information is further detailed in the TELUS Business Customer Privacy Policy available at [www.telus.com/businessprivacy](http://www.telus.com/businessprivacy). TELUS' provision of the Services is subject to this policy. This policy may be updated by TELUS from time to time. The amended policy will be posted at the location above, and notice of the change will be provided by invoice notification, email, or otherwise. Unless otherwise indicated, the effective date of the amended policy will be the date of posting. The continued use of the Services by the Customer after such date will be deemed to constitute the acceptance of the amended policy. As TELUS does not have a direct contractual relationship with the PSAPs and the End-Users, TELUS relies on and the LGA shall ensure that the LGA (directly or through the PSAPs) has obtained all necessary consents from such End-Users, provided all necessary notices to End-Users, and otherwise have all necessary authority to permit the collection, use or disclosure of personal information by and between LGA and TELUS (if any).

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- 7.2 Any information including any and all written documentation provided by TELUS to the LGA, its employees, servants, agents, assigns and/or contractors pertaining to the design, development, implementation, the operation and the maintenance of TELUS the Next Generation 9-1-1 Service is confidential, and will be provided only to such persons who have a need to know for the purposes of this Agreement. The LGA will not permit any of its employees, servants, agents, assignees and/or contractors to duplicate, reproduce, or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns and/or contractors with a need to do so for the purposes of this Agreement.
- 7.3 Use all information or data that is provided by an End-User for the sole purpose of responding to 9-1-1 related communications, unless the End-User provides express consent for other use or disclosure, or disclosure is ordered pursuant to a legal power. For greater clarity, information or data related to a specific emergency occurrence shall be used only for the purpose of responding to that emergency, unless the End-User provides express consent for other use or disclosure, or disclosure is ordered pursuant to a legal power.<sup>5</sup> For greater clarity, such obligation also applies to the information or data that are provided on behalf of the End-User, for purposes associated with emergency services accessed through TELUS' NG9-1-1 network. For greater clarity, such obligation also applies when the information or data is stored or otherwise under the custody or control of the PSAP.
- 7.4 The LGA will retain the confidential End-User data, including any audio or video or text files provided 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 confidential information except as necessary to perform its obligations under this Agreement, and will not permit disclosure of such confidential information except to employees, servants, agents, assigns and/or contractors, including the PSAP (provided such employees, servants, agents, assigns and/or contractors are bound by similar confidentiality obligations as the one contained in this Agreement and provided such can be evidenced) where there is a need to know for purposes of this Agreement.
- 7.5 The LGA agrees that it will indemnify TELUS against any and all liabilities, losses, damages, costs, and expenses (including legal fees and disbursements on a solicitor and own client basis) resulting from the unauthorized disclosure or use of information identified in paragraphs 7.1 to 7.3 on the part of the LGA, its employees, servants, agents, assigns and/or contractors.
- 7.6 Furthermore, the LGA agrees to abide by all applicable federal and provincial legislation with respect to the protection of privacy and confidential information in effect from time to time.

### 8 QUALITY OF THE LGA'S SERVICE

- 8.1 The LGA agrees to implement and ensure the operation of its PSAP(s) in a manner that meets the quality standards generally accepted in Canada for such services.
- 8.2 The LGA acknowledges the importance under this Agreement that all PSAPs connected to the TELUS' Next Generation 9-1-1 Network meet at all times the requirements set out under this Agreement and promptly whenever those are changed by TELUS from time to time to assure the operation of TELUS' Next Generation 9-1-1 Network, in accordance with quality standards generally accepted in Canada and that the default of a PSAP to comply with such requirement can compromise the TELUS' Next Generation 9-1-1

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<sup>5</sup> Pursuant to Telecom Regulatory Policy CRTC 2017-182, paragraph 232.

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Network and affect all 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 TELUS and the LGA agree that 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 sharing of obligations between TELUS and the LGA, as indicated in Articles 3 and 4 of this Agreement.

## 10 IMPLEMENTATION SCHEDULE

- 10.1 TELUS and the LGA agree that the implementation of TELUS Next Generation 9-1-1 Service within the Serving Area, and based on the requirements set out in Schedule B, will be carried out pursuant to an implementation schedule to be mutually agreed to by the Parties in writing and which may be changed from time to time by agreement of the Parties.

## 11 LIMITATION OF LIABILITY

- 11.1 TELUS' liability for the performance of its obligations pursuant to this Agreement shall be the one set out in TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001). 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 shall not exceed any limitation of liability set out under TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001) even if such limitation of liability does not specifically apply or refer to the LGA.
- 11.2 The LGA and TELUS shall, during the Term, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party or, if either the LGA or TELUS is self-insured, provide to the other party evidence that is satisfactory to that party that the LGA and/or TELUS, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.
- 11.3 This Article 11 will survive the present Agreement even if it is annulled, in part or in whole, or even if it is terminated for any other reason.

## 12 TERM

- 12.1 **Term:** This Agreement will be effective as of the Effective Date, and will be valid for a period of five (5) years, with an automatic renewal for a successive period of five (5) years, unless one party gives to the other at least six (6) months' written notice of termination before the end of the then current five (5) years term.



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- 12.2 **Termination or Suspension of a Service:** Notwithstanding Article 13.1, TELUS may immediately suspend the entirety or a portion of the NG9-1-1 Service where TELUS has reasonable cause to believe that the LGA's traffic is compromised or otherwise poses a risk to the NG9-1-1 Service. For any reason other than the integrity of NG9-1-1 Service, the LGA may terminate the NG9-1-1 Service, or TELUS may terminate or suspend the NG9-1-1 Service, in accordance with the terms of the relevant Tariffs with six (6) months prior written notice.

### 13 REGULATORY APPROVAL

- 13.1 It is expressly understood that TELUS Next Generation 9-1-1 Service is provided pursuant to the terms and conditions of the TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001) as amended from time to time and as approved by the Commission, and this Agreement as amended from time to time and as approved by the Commission.
- 13.2 This Agreement (excluding the Schedules) will be subject to approval by the Commission, and is subject to changes imposed by directions or orders of the Commission. Any future amendments to this Agreement (excluding the Schedules) will also be subject to approval by the Commission.

### 14 WAIVER

- 14.1 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 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, any employment relationship, or any agency relationship between the Parties.

### 16 ENTIRE AGREEMENT

- 16.1 Except as otherwise stated herein, this Agreement, together with the terms of TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001) 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 TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001), the terms of TELUS NG9-1-1 Tariff (CRTC 21461 Item 1001) will prevail.

### 17 NOTICES

- 17.1 Except if expressly specified otherwise elsewhere in the Agreement, all notices necessary under this Agreement shall be given in writing. In the case of TELUS, the notice shall 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 facsimile, or by e-mail at the addresses indicated below, Notices, if personally delivered or sent by facsimile, 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) after the date of mailing. Notices delivered by e-mail shall include the following, and shall only be effective if the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery: (i) sender's name, address, telephone number, and e-mail address; and (ii) date and time of the transmission.

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17.2 TELUS can change the telecommunication services provided to a PSAP by providing the LGA at least thirty (30) days prior written notice, without the necessity of the Parties signing a formal amendment to this Agreement. By continuing to use the TELUS' Next Generation 9-1-1 Network after TELUS has changed the telecommunication services provided to a PSAP, the change is deemed to have been accepted by the Parties.

**Local Government Authority**

TELUS Communications Inc.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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

**Local Government Authority**

TELUS Communications Inc.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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## Schedule A

### 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; i.e.: technology or relocation.

1.4 “Commission”:

The Canadian Radio-television and Telecommunications Commission (“CRTC”) 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/invalid location information.

1.6 “Demarcation Point”:

The furthest physical point of NG9-1-1 interconnection for the PSAPs. The location of the PSAP is designated by the LGA; however, the PSAP shall determine where the termination equipment/demarcation points are to be located.

1.7 “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.

1.8 “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 ESInet is delivered using the Company’s IP VPN service to the PSAPs’ operations premises authorized by the LGA. ONPs interconnect to the ESInet through designated physical Points of Interconnection (POIs).

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### 1.9 “End-User”:

An end-user with NG9-1-1 Network Access within the boundaries of the LGA, as determined by the Company and the LGA.

### 1.10 “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.

### 1.11 “i3 PSAP”:

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

### 1.12 “Local Government Authority” or “LGA”:

An LGA is the relevant government authority, at the provincial, indigenous, territorial, regional and/or municipal level, that governs the PSAPs. For greater clarity, the PSAP is selected or designed by the LGA and is under the responsibility of the LGA.

### 1.13 “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.

### 1.14 “Network Access”:

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

### 1.15 “Next Generation Core Services” or “NGCS”:

The base set of services needed to process an NG9-1-1 call, session or event 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.

### 1.16 “NG9-1-1 Network Provider”:

The carrier that provides connectivity, services, and management for Next Generation 9-1-1 service to LGASs and their PSAPs.

### 1.17 “Offnet Agency”:

An agency outside of the NG9-1-1 network, such as a poison control centre or a hospital, which the LGA may designate to be able to receive PSTN calls transferred by a PSAP through the ESInet.

### 1.18 “Originating Network Provider”:

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

## NEXT GENERATION 9-1-1 LOCAL GOVERNMENT SERVICE AGREEMENT

### 1.19 “Policy Routing Rules” or “PRRs”:

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

### 1.20 “Public Safety Answering Point” or “PSAP”:

A primary PSAP is a PSAP to which 9-1-1 calls, sessions and events are routed directly as the first point of contact. In some cases, the primary PSAP then contacts the appropriate agency to dispatch emergency responders. However, in cases where local authorities determine that specialized expertise, such as emergency medical services, is required, 9-1-1 calls, sessions and events are then transferred from a primary PSAP to a secondary PSAP.

A secondary PSAP, also known as an Emergency Response Agency dispatch centre, is a PSAP to which NG9-1-1 calls, sessions and events are transferred from a primary PSAP. A secondary PSAP is directly interconnected to an NG9-1-1 Network, allowing for the receipt and display of NG9-1-1 information.

### 1.21 “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.

### 1.22 “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.

### 1.23 “Serving Area”:

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 a particular primary PSAP which has a contract with the LGA .

### 1.24 “TELUS’ Next Generation 9-1-1 Network”:

A standards-based, all IP emergency communications infrastructure enabling highly reliable and secure voice and multimedia communications.

### 1.25 “Operator Service”:

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 the PSAP will be routed to an operator service contracted by the NG9-1-1 Service Provider as mandated in Telecom Decision 2019-66.

### 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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<b>SCHEDULE B - v.1</b>	
<b>List of NG9-1-1 PSAPs, locations &amp; targeted migration</b>	
<b>Current Emergency Zones &amp; PSAP migration identification</b>	
<p><b>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.</b></p>	
<b>LGA initial</b> _____	

PSAP Serving Information			
PSAP Name (*1 & *2)	PSAP Address	PSAP Address - Backup Site	Targetted Migration Date
E-Comm 9-1-1 South Island	4219 Commerce Circle Saanich, BC		TBD
Saanich Fire	760 Vernon Ave Saanich, BC	311 Jordan Parkway, Red Deer AB	TBD
Surrey Fire	8767 132nd Street Surrey, BC	14355 57th Avenue Surrey, BC	Q3 2022
Campbell River Fire Dispatch	675 13TH Avenue, Campbell River, BC		TBD
E-COMM South Island Police	4219 Commerce Circle Saanich, BC		TBD

ESZ	Community	Municipality	9-1-1 Answer	Fire	Police
4888	Saanich	District of Saanich	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4461	Highlands	District of Highlands	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4943	Langford	District of Langford	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4574	Metchosin	District of Metchosin	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4461	North Saanich	District of North Saanich	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4947, 4913	Sooke	District of Sooke	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4298	Galiano Island	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4936	Mayne Island	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4943	Pender Island	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4947	Saltspring Island	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4888	Saturna Island	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4943	Beecher Bay Reserve No. 2	Beecher Bay First Nation	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4888	Esquimalt First Nation	Esquimalt First Nation Reserve	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4913	Gorden River Reserve	Pacheedaht First Nation	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4467	Cole Bay Reserve	Pauquachin First Nation	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4521	Galiano Island Reserve	Penelakut First Nation	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4922	Beecher Bay Reserve No. 1	Beecher Bay First Nation	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4467	New Songhees Reserve	Songhees First Nation	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4942	East Saanich Reserve	Tsawout First Nation	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4469	Union Bay Reserve	Tseycum First Nation	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4277	Malahat	Capital RD	ECOMM 911 South Island	Campbell River Fire Dispatch	E-COMM South Island Police
4574	Sooke Reserve No. 1	T'Sou-ke First Nation	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4943	Sidney	Town of Sidney	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4941	View Royal	Town of View Royal	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4221	Colwood	City of Colwood	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
4221	East Sooke	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4922	Willis Point	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4535	Haro Strait Island	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
2120	South Saanich Reserve	Tsartlip First Nation	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
2500	Oak Bay	District of Oak Bay	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
3000	Victoria	City of Victoria	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
3500	Central Saanich	District of Central Saanich	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police
4000	Esquimalt	District of Esquimalt	ECOMM 911 South Island	Surrey Fire	E-COMM South Island Police
5000	Juan de Fuca	Capital RD	ECOMM 911 South Island	Saanich Fire	E-COMM South Island Police

**notes:**

- \*1 – LGA shall ensure all PSAP sites meet the NG9-1-1 requirements.
- \*2 – LGA shall ensure that if a PSAP changes during the Term, the replacement is aware of the LGA obligations re: PSAPs under this Agreement, and TELUS is notified of the change.
- \*3 – “Offnet” Agencies are not connected to the ESInet over an IP-UNI
- \*4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.

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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 their PSAPs meet the following technical criteria. A PSAP cannot interconnect to the 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 must ensure that the PSAP(s):

- 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"). 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 shall also enter into a distinct agreement with TELUS. For greater clarity, LRA and AOR doesn't need to be the PSAP itself.
- 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 calls, sessions and events, and associated data as per TELUS acceptable use policy available at [www.telus.com/aup](http://www.telus.com/aup). The PSAPs shall not modify, repair, reinstall, or tamper with the 9-1-1 IP-

## NEXT GENERATION 9-1-1 LOCAL GOVERNMENT SERVICE AGREEMENT

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 Next Generation 9-1-1 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 Next Generation 9-1-1 network.



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## Schedule D

### MULTIPLE REGION PSAPs

This Schedule, or an alternative format agreed to by both the LGA and the Company, must be filled out by the LGAs with their respective PSAPs covering multiple regions and managed by a provincial or federal authority (e.g. Alberta Health Services, British Columbia Health Care Services, Royal Canadian Mounted Police.)

**Operating as a provincial or federal secondary PSAP, the following provisions within this agreement does not apply: 4.1.1; 4.3; 4.8.1; 4.8.2; 4.8.3; 4.8.9; 4.21;**

**The following provisions of this agreement (4.6; 4.8.4; 4.8.5; 4.9) that relate to “all PSAPs” for the purposes of this LGA, shall apply only to the single Multiple Regions PSAP.**

Communication Centre Sites	Official Name	LGA (municipalities, counties, etc.)

# NEXT GENERATION 9-1-1 LOCAL GOVERNMENT SERVICE AGREEMENT

## Schedule E

NG9-1-1 GIS REQUIREMENTS \* **Provided to TELUS upon introduction 2021-2024**

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](#))

**NEXT GENERATION 9-1-1 LOCAL GOVERNMENT SERVICE AGREEMENT**

**SCHEDULE F - v.1**

**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.**

<b>PSAP Serving Information</b>			
<b>PSAP Name (*1 &amp;*2)</b>	<b>PSAP Addresses</b>	<b>PSAP Address-Backup Site</b>	<b>Contingency Plan &amp; Policy Routing Rules LGA verified (initial)</b>
E-Comm 9-1-1 South Island	4219 Commerce Circle Saanich, BC		
Saanich Fire	760 Vernon Ave Saanich, BC	311 Jordan Parkway, Red Deer AB	
Surrey Fire	8767 132nd Street Surrey, BC	14355 57th Avenue Surrey, BC	
Campbell River Fire Dispatch	675 13TH Avenue, Campbell River, BC		
E-COMM South Island Police	4219 Commerce Circle Saanich, BC		

**Notes:**

- \*1 – LGA shall ensure all PSAP sites meet the NG9-1-1 requirements.
- \*2 – LGA shall ensure that if a PSAP changes during the Term, the replacement is aware of the LGA obligations re: PSAPs under this Agreement, and TELUS is notified of the change.
- \*3 – “Offnet” Agencies are not connected to the ESInet over an IP-UNI
- \*4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.

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### SCHEDULE G - 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 South Island	4219 Commerce Circle Saanich, BC		
Saanich Fire	760 Vernon Ave Saanich, BC	311 Jordan Parkway, Red Deer AB	
Surrey Fire	8767 132nd Street Surrey, BC	14355 57th Avenue Surrey, BC	
Campbell River Fire Dispatch	675 13TH Avenue, Campbell River, BC		
E-COMM South Island Police	4219 Commerce Circle Saanich, BC		

**Notes:**

- \*1 – LGA shall ensure all PSAP sites meet the NG9-1-1 requirements.
- \*2 – LGA shall ensure that if a PSAP changes during the Term, the replacement is aware of the LGA obligations re: PSAPs under this Agreement, and TELUS is notified of the change.
- \*3 – “Offnet” Agencies are not connected to the ESInet over an IP-UNI
- \*4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.