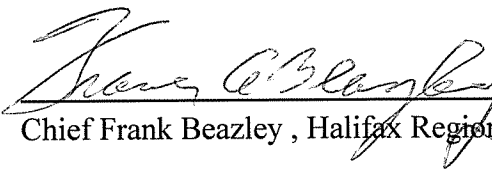




PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Halifax Regional Council**  
**May 29, 2007**

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**   
Chief Frank Beazley , Halifax Regional Police

**DATE:** May 18, 2007

**SUBJECT:** Agreement for 911 Call Answering with the Province of Nova Scotia

**INFORMATION REPORT**

**ORIGIN**

There is a requirement to advise the Halifax Regional Municipality Council of the contents of an agreement between the Province of Nova Scotia and Halifax Regional Municipality on the provision of a Province-wide Emergency "911" telephone reporting system.

**BACKGROUND**

Halifax Regional Municipality, through Integrated Emergency Services, provides Emergency 911 call answering services to the Province of Nova Scotia Emergency Measures Office to assist in a Province-wide Emergency "911" telephone reporting system within the Province of Nova Scotia. This service is governed under a Memorandum of Understanding between the Province of Nova Scotia and Halifax Regional Municipality. This form of agreement has been utilized since the beginning of 911 service in 1997.

**DISCUSSION**

The agreement attached outlines the operating and administrative procedures utilized for the system. Staff have not identified any issues in relation to these procedures as stated.

**BUDGET IMPLICATIONS**

There are no budget implications associated with this report. HRM does receive funding from the Province of NS for providing the call answer service. This funding (\$310,000) was included in the approved 2007/08 operating budget.

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

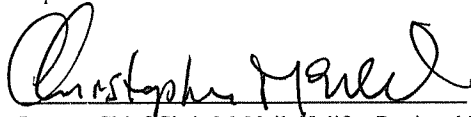
This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

**ATTACHMENTS**

Agreement between HRM and the Province of Nova Scotia

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/agenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : Supt. Bill Moore 490-5358



Report Approved by: Deputy Chief Chris McNeil, Halifax Regional Police, 490-5272

**THIS MEMORANDUM OF AGREEMENT** made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2007;

**BETWEEN:**

**THE PROVINCE OF NOVA SCOTIA**, as represented by the Minister of Emergency Management (hereinafter referred to as the "Province")

**- and -**

**HALIFAX REGIONAL MUNICIPALITY**  
(hereinafter referred to as "the service provider")

APPROVED  
AS TO FORM  
*MA*  
Municipal Councilor

**WHEREAS** the Minister of Emergency Management (hereinafter referred to as the "Minister") acting on behalf of the Province of Nova Scotia, pursuant to the *Emergency "911" Act*, S.N.S. 1992, c. 4, s. 5 (as amended), is responsible for the development and implementation of a Province-wide Emergency "911" telephone reporting service;

**AND WHEREAS** the Minister has the authority to enter into agreements with other parties in furtherance of the *Emergency "911" Act* and this agreement is made pursuant thereto;

**AND WHEREAS** it is the objective of the parties to develop, implement, operate and maintain a Province-wide Emergency "911" telephone reporting service that will improve the emergency reporting system;

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

#### **PURPOSE OF AGREEMENT**

1. The purpose of this Agreement is to:
  - (a) provide the terms of reference under which the parties agree to operate a Province-wide Emergency "911" telephone reporting system within the Province of Nova Scotia.
  - (b) provide a basis of commitment upon which the Province and the service provider can rely for the purposes of establishing an Emergency "911" reporting system within the service provider's coverage area.

#### **INTERPRETATION**

2. (1) In this Agreement the following definitions apply:

- (a) "call-taking services" means the answering of all calls received from the "911" emergency telephone lines and the subsequent rerouting of those calls to the agency responsible for the provision of emergency services required by the caller;
- (b) "emergency "911" reporting system" means a telephone system that operates to answer public requests for emergency services which are supplied by various emergency service agencies as defined in the *Emergency '911' Act*;
- (c) "Emergency Management Office" or "(EMO)" means the organization established under the *Emergency Management Act*, S.N.S. 1990, c. 8, as amended ;
- (d) "Emergency Communications Centre" or "(ECC)" means any and all areas owned, operated or controlled by the service provider for the specific purposes of receiving emergency communications from the general public;
- (e) "Parties" means both parties to this Agreement;
- (f) "Public Safety Answering Point" or "(PSAP)" means a communications centre that functions, *inter alia*, to receive emergency calls and to dispatch such calls to the appropriate emergency service agency or agencies;
- (g) "qualifying 911 call" means a 911 call that is transferred to ambulance dispatch or the Poison Information Center together with that portion of the non-dispatchable 911 calls assumed to be medical in nature;
- (h) "911 Standard Operating Procedures" or "(911 SOPs)" means those written procedures to be followed by those personnel involved in the operation, monitoring and maintenance of the Emergency "911" reporting system.

- (2) All recitals, section headings and appendices shall form part of this Agreement.

### **STATUTORY AUTHORITY**

- 3. (1) This Agreement shall be governed by the *Emergency "911" Act*, S.N.S. 1992, c. 4, as amended, and Regulations made pursuant to the Act.
- (2) This Agreement shall be construed and enforced in accordance with the laws of the Province of Nova Scotia and Canada.

### **OBLIGATIONS OF PARTIES**

- 4. (1) The service provider agrees to provide an ECC to operate the Emergency "911" reporting system; and that each ECC, when equipped in accordance with this Agreement, shall be referred to as a Public Safety Answering Point (PSAP).

- (2) The Province reserves the right, upon reasonable notice to the service provider pursuant to Section 12, to redistribute and restructure the call-taking architecture, as appropriate, and any such changes shall take effect as soon as practicable, but no later than twelve (12) months after the receipt of the notice.
- (3) The parties agree that this agreement applies only to the call taking architecture which is in place at the time this agreement is executed and that prior to any changes in architecture subject to (2) above taking place, the agreement will be amended as appropriate to reflect said change
- (4) The service provider agrees to ensure, at all times, that the provision of call-taking services within its control, shall meet all operational standards and procedures consistent with the terms of the document "911 Standard Operating Procedures" as amended from time to time.
- (5) The Province undertakes to ensure that the service provider is provided with all equipment necessary to perform call-taking services at each PSAP under the control of the service provider within the Emergency "911" reporting system.
- (6) The Province undertakes to ensure to the best of its ability that the Emergency "911" reporting system shall continue to be operational during the term of this Agreement.
- (7) The parties agree that the system will be designed to enable the Province to independently monitor, collect and analyze information related to compliance with operating procedures and the number and types of calls answered, processed and transferred to other emergency services agencies. In the event that this information, for any reason, ceases to be available to the Province, the Service Provider agrees on receipt of a request, to provide such information that is in its possession to the Province

#### **ADMINISTRATION**

5. (1) The Province of Nova Scotia through the Minister responsible for the *Emergency Measures Act* shall be responsible for the overall management and administration of the Emergency "911" reporting system.
- (2) The Director, Emergency Services, reporting to the CEO/Deputy Head, Emergency Management Office, will be responsible for the daily management of the Emergency "911" project and will be the contact person for matters related to the administration and operation of the Emergency "911" reporting system.
- (3) The Parties agree that it is in both their interests to ensure prudent and effective administration of this agreement and that there may be appended to this agreement by addendum thereto, a document which more clearly defines the

expected roles and responsibilities of the parties relative to the administration of this agreement.

### **OPERATIONAL REQUIREMENTS**

6. (1) 911 SOPs developed from time to time by the Minister and Appendix "A" titled "Roles and Responsibilities" shall form part of this Agreement.
- (2) Notwithstanding subsection (1) of this Agreement, the service provider agrees, to the extent that it is reasonably within its control, that, at all times, to ensure that:
  - (a) call-taking consoles are staffed with competent and qualified personnel in accordance with this Agreement on a continuous basis to reasonably answer 90 per cent of the anticipated volume of emergency calls within an average of ten (10) seconds of the call first being received;
  - (b) all personnel within the control of the service provider comply with all standard operating and administration procedures pursuant to subsection (1);
  - (c) the SOPs referred to in subsection (1) shall be subject to amendment at any time by the mutual agreement of the parties;
  - (d) subject to receiving from the Province a list of personnel, who, by the nature of their employment, require access to a PSAP, provide timely security screening of all personnel involved in the maintenance and monitoring of the Emergency "911" reporting system
  - (e) to provide reasonable access to its PSAP to employees or agents of the EMO and Aliant for the purposes of training personnel, and the monitoring, maintenance and repair of system equipment. Reasonable access to a PSAP shall be subject to mutual agreement by the parties and subject to paragraph (4) of this Agreement;
  - (f) subject to the provisions of 4(7), upon reasonable notice, to provide to the Province information regarding call-taking statistics, systems monitoring information, and copies of recordings of call-taking activities, which are required to monitor systems operations and to respond to public enquiries related to the handling of all Emergency "911" calls, as is consistent with routine monitoring of the Emergency "911" reporting system;
  - (g) to ensure that disciplinary procedures are implemented to effectively and promptly address any breaches of SOPs attributable to the service provider's personnel, consistent with and subject to, the terms of employment between the service provider and its personnel;
  - (h) to provide a copy of the disciplinary policy referred to in(g) above, as amended from time to time; and

- (i) to confirm in writing when requested by the Province on each and every occasion when appropriate disciplinary action in accordance with subsection (g) has been taken.

## **EQUIPMENT**

- 7. (1) In accordance with subsection 4(5), the Province agrees to supply, install, repair and maintain all equipment necessary to allow the service provider to fulfill its duties in the provision of call-taking services pursuant to this Agreement, and the service provider shall bear no costs in this regard.
- (2) The service provider agree to ensure that the use of the equipment noted in subsection (1) complies with SOPs pursuant to this Agreement, and that the service provider shall be responsible for all repair, replacement or maintenance expenses resulting from misuse or abuse of any of the said equipment where the misuse or abuse is within the reasonable control of the service provider or its agents.
- (3) The service provider shall acquire no proprietary interest in any property supplied to the service provider by either the Province or Aliant on behalf of the Province.

## **PERSONNEL**

- 8. (1) All personnel involved in call-taking duties pursuant to this Agreement, operating at a PSAP under the control of the service provider shall be employees of the service provider and are subject to the terms of employment between those personnel and the service provider as apply.
- (2) All personnel involved in call-taking duties prior to commencement of these duties shall have successfully completed a course of Emergency "911" call taker training provided by EMO and the service provider shall ensure that no person who has not received such training is permitted to operate 911 call-taking equipment provided by the Province pursuant to this agreement.
- (3) The parties reserve the right, at any time, to require any personnel to successfully complete a prescribed course of retraining or upgrading of training to maintain a level of operational efficiency consistent with the provisions of this Agreement and the *Emergency "911" Act*.
- (4) Notwithstanding the foregoing, all personnel required to undergo any training pursuant to this Agreement must successfully complete the specified training to the satisfaction of the training staff, including full attendance at the training course for its scheduled duration.
- (5) The service provider agrees to take all steps reasonably within its control to ensure the attendance of authorized employees in any training program that is provided by the Province.
- (6) In the event that a candidate scheduled to attend training provided by the Province is unable to attend, the service provider may send a substitute candidate provided

that it gives the Province advance notice of its intent to do so. The Province reserves the right to accept or reject a substituted training candidate, which acceptance shall not be unreasonably withheld.

- (7) The Province agrees, when a training course is scheduled, to advise the service provider of dates up until which it will accept notice of candidate cancellations or substitutions. Provided that notification of cancellation is received on or before the aforementioned date, the Province and the service provider agree to make reasonable attempts to fill the vacancy with another candidate and the service provider shall not be liable for any consequences of non-attendance. In the event that notice is not received by the aforementioned date, the service provider agrees, at the sole discretion of the Province, to reimburse the Province an amount that the Province would otherwise have been required to expend to train the absent candidate.
- (8) Pursuant to this Agreement, all training curricula shall be subject to mutual agreement of the parties prior to the implementation of the said training.
- (9) Candidates required to travel from their regular work site for the purposes of undergoing training pursuant to this Agreement, shall be reimbursed for all reasonable expenses incurred, according to the terms of their employment.

#### **CONFIDENTIALITY**

9. (1) The parties to this Agreement shall ensure that all information pertaining to the Emergency "911" reporting system be kept confidential in accordance with Section 7 of the *Emergency "911" Act* and the Master Service Agreement between the Province and Aliant.
- (2) With regard to the foregoing, the parties agree that any information pertaining to the Emergency "911" reporting system shall only be used by the parties or their agents for a purpose consistent with the *Emergency "911" Act* and this Agreement.

#### **TERM OF AGREEMENT**

10. (1) The term of this Agreement shall be from April 1, 2006 to March 31, 2008
- (2) This Agreement shall renew automatically on a year to year basis unless terminated by either party in accordance with the Agreement
- (3) This Agreement may be terminated by either party giving notice of termination, in accordance with Section 13, four (4) months prior to the date of the intended termination.
- (4) If, there has been a breach or default of any term of this Agreement, the party alleging the breach or default may, upon written notice to the other party and after a period of thirty (30) business days has been given in which to remedy or rectify



the alleged breach or default, terminate the Agreement, or in the case of any breach or default which cannot reasonably be remedied or rectified within thirty (30) business days, the notification period shall be no less than such period of time as both parties agree may be reasonably required to expeditiously rectify or remedy the breach or default.

## FINANCE

11. (1) The Province agrees to bear the responsibility for all costs incurred in the development, installation, maintenance and operation of the Emergency "911" reporting system, unless as specified otherwise in this Agreement.
- (2) The Province agrees to pay the service provider an annual call-answer fee of \$9.21 per qualifying 911 call for the call-taking services provided during the term of this Agreement. The methodology for establishing the number of qualifying calls shall be as set out in the document "Call Counting Methodology", attached as Schedule "B", as amended from time to time.
- (3) On April 1<sup>st</sup> of each year that this agreement continues in force, the call answer fee shall be adjusted by an amount equal to the percentage change in the average annual consumer price index (CPI) for the previous 12 month period as reported by Statistics Canada.
- (4) Payment to the service provider shall be provided as follows:  
  
25% of the agreed upon amount shall be paid to the service provider on each of the dates of July 1, October 1, January 1, and March 31, of the fiscal year in which the service is provided.  
  
Any amounts paid under this agreement are subject to adjustment based on the actual call volumes for the fiscal year in which payment is being made, as verified, and any adjustment (over/under payment) will be applied to the payments in the subsequent fiscal year. In the event that payments due and payable under the terms of this agreement are unpaid and no agreement to waive interest charges has been executed, payment amounts shall be subject to interest charges in an amount of 2% per month.
- (5) The parties agree that the service provider shall not be liable for any costs associated with the purchase, lease, rent and hire of any and all equipment required for the development, installation, operation and maintenance of the Emergency "911" reporting system pursuant to Section 7.
- (6) The parties agree that during the said term, the service provider may be subject to extraordinary or unforeseen expenses incurred by the service provider and which are reasonably attributable to the operation of the Emergency "911" reporting system. Subject to the service provider notifying the Minister forthwith of any such

expenses, the Minister agrees to immediately review such expenses and make a determination of eligibility for compensation

- (7) The Province agrees that should circumstances related to equipment failure, which is beyond the control of the service provider, result in reduction in the number of calls received at the ECC, for which a reduction in the payment to the service provider would otherwise apply, no such reduction shall apply.

## INDEMNITY

12. (1) The parties rely on the exemption from liability with respect to the operation of the Emergency "911" reporting system, in accordance with Section 9 of the *Emergency "911" Act*. The Province will indemnify and save the service provider from any and all liability arising from the operation of the Emergency "911" reporting system pursuant to this Agreement.
- (2) As a condition of the indemnity and representation guaranteed by subsection (1), neither the service provider nor its officers, employees, agents or volunteers, shall do, or omit to do, any act or thing which may prejudice the defense guaranteed by the Province.
- (3) The service provider shall indemnify and save the Province harmless from any breach or default of this Agreement caused by its officers, employees, agents or volunteers.
- (4) The service provider shall give the Province immediate notice of any claim.

## NOTICES

13. Pursuant to this Agreement, all notices to or upon the parties shall be in writing and shall be deemed to have been provided upon the delivery by hand or by facsimile; or be deemed to have been given following the expiration of five (5) business days after posting by prepaid registered post to the party to which such notice is required to be given at the following addresses:

**The Province of Nova Scotia**  
 Emergency Management Office  
 Attention: CEO /Deputy Head, EMO  
 21 Mount Hope Avenue  
 P.O. Box 2581  
 Halifax, NS B3J 3N5  
 Telephone: (902) 424-5620  
 Facsimile: (902) 424-5376

**Halifax Regional Municipality**

Frank A. Beazley  
Chief of Police  
1975 Gottingen Street  
Halifax, NS B3J 2H1  
Telephone: (902) 490-6500  
Facsimile: (902) 490-5038

**INTERPRETATION OF AGREEMENT**

14. (1) The invalidity or unenforceability of any provision of this Agreement or any covenant herein shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid or unenforceable provision shall be deemed to be severable.
- (2) The parties to this Agreement shall make, do and execute or cause to be executed all such further and other things, acts, assurances, deeds and documents as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectually.
- (3) The service provider shall not acquire by virtue of this Agreement, any right, capacity or power to act as an agent of or for the Province or to bind the Province to any other person, firm or corporation.
- (4) This Agreement and any agreements herein contemplated to be entered into between, by or with the parties hereto constitute the entire Agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
- (5) Except as otherwise provided herein, no supplement, modification nor waiver of this Agreement shall be binding unless executed in writing by the parties.
- (6) No waiver of any of the provisions of this Agreement shall be deemed nor shall constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- (7) Time shall be of the essence in this Agreement.

## APPENDIX "A"



### Emergency Management Office

#### Roles and Responsibilities February 2007

##### Background

The 911 Emergency Service is administered by the Province of Nova Scotia through the Emergency Management Office (EMO NS) in cooperation with telecommunications partners such as Aliant Inc. and emergency service providers. The EMO has Memorandums of Understanding with several partners to act as Public Safety Answering Points (PSAP's) and provide call answer services. The office works collaboratively with them to optimize delivery of 911 service to the citizens of Nova Scotia.

Currently, there are four PSAP partners, which include Cape Breton Regional Municipality (CBRM) in Sydney, Halifax Regional Municipality (HRM) in Dartmouth, the Royal Canadian Mounted Police (RCMP) in Truro and Valley Communications, a privately owned and operated business in Kentville, Nova Scotia. Each PSAP is co-located in an emergency dispatch centre. All four entities provide police dispatch, and in addition some provide fire dispatch. All medical emergency calls are answered by 911 and transferred to a province-wide Medical Dispatch Centre operated by the Department of Health.

Each PSAP has a manager who is responsible for the day-to-day operations of the dispatch centre, and in addition, is expected to represent the entity in the working relationship with EMO. Collectively, EMO refers to these individuals as "The PSAP Managers".

The goal of EMO is to work in a spirit of partnership and mutual cooperation with managers of the 911 PSAP's. The purpose of this document is to set out the respective roles and responsibilities of the PSAP Managers and of EMO.

## **Scope**

EMO does not employ 911 call takers; they are the employees of their respective entities. Once hired by one of these agencies, prospective 911 call takers are sent to EMO to receive training in specialized 911 call taking equipment, 911 standard operating procedures, telephone procedures, as well as additional training, such as Domestic Violence Intervention. EMO compensates the PSAP's for all training associated costs such as travel and accommodations, as well as any backfill that may be required to replace staff that are sent for training.

EMO provides specialized 911 call taking hardware and software to receive 911 calls.

## **Roles and Responsibilities of a PSAP Manager:**

Roles and Responsibilities of a PSAP Manager include but are not limited to the following:

A PSAP Manager will:

- Act as the single point of contact (SPOC) for EMO on all 911 related issues
- Provide advice, direction, and consultation to the EMO 911 team on any matters of mutual concern.
- Participate in bi-weekly conference calls with the EMO 911 team and the other PSAP Managers, and quarterly face to face meetings held at various locations around the province. If a Manager is unable to participate, S/he is expected to designate an alternate to participate if practical, or advise in advance of their inability to attend a meeting.
- Represent their agency in discussions and negotiations related to the MOU between their agency and the Province. The PSAP manager may designate other agency representatives as they see fit to assist in these negotiations.
- Provide financial information to assist EMO in calculating compensation to the PSAP's.
- Work with EMO to identify staff training requirements and make all travel and backfill arrangements required. Such costs will be reimbursed by EMO. Recognizing that there are costs associated to training, in the event a staff person requests cancellation or rescheduling of training, the PSAP manager will make all reasonable efforts to replace the individual with another staff person.

- Ensure that all 911 Software and Hardware is kept in usable condition in a secure environment, free from known hazards such as dust, liquids, etc, and that only staff that have successfully completed EMO's 911 training have access to the equipment. A manager is responsible to ensure that any problems with the 911 equipment are promptly reported to the vendor and to escalate any unresolved issues to EMO under established guidelines.
- Ensure that all 911 Standard Operating Procedures are adhered to, and work cooperatively with EMO to investigate and follow up any breaches in procedure.
- Administer the 911 Tape Release Policy (attached). As per the policy, all inquiries regarding 911 recordings will be directed to the PSAP that received the 911 call.
- Provide 911 call recording back up to EMO, in the event of a failure of the call recording capacity at the Province-wide level.
- Advise EMO of any inquiry received by the PSAP calling into question any aspect of the 911 Service. This may include inquiries from the public, an elected official, or the media.
- Assist EMO in the investigation of any inquiry calling into question any aspect of the 911 Service. This may include listening to 911 calls, dispatch calls, investigating dispatch response issue.
- Ensure that required system documentation including Reverse ALI forms and Civic Address Verification forms are filled out by 911 Call Takers as required and that these reports are transmitted to EMO on a timely basis.
- From time to time, assist EMO in special projects such as Procurement of New Equipment, Development of new initiatives such the NSCC training program, etc.

### **Roles and Responsibilities of the Province:**

Roles and Responsibilities of the Province, as represented by the Emergency Management Office, include but are not limited to the following:

- Acquisition, installation, maintenance and repair any all equipment required for the receipt and transfer of 911 calls.
- Receipt , response to and satisfactorily resolution of concerns and complaints regarding less than optimal performance of vendors, telephone carrier or any other third party entity with which the Province may have an agreement, contract or MOU.
- Ensuring that 911 management team meetings take place in a timely and convenient manner, enabling PSAPs and the Province to communicate issues of mutual concern and creating an environment conducive to a collaborative and timely resolve to those issues
- Ensuring that payment for services rendered under any MOU or agreement is processed promptly and according to the terms of the MOU or agreement
- Communicating promptly and to the extent possible to optimize the related impacts of technological and telecommunications technology change to 911 operations
- Routine analysis of performance of parties providing services under the terms and conditions of any MOU and prompt communication of the results thereof to the parties.
- Consultation with 911 PSAP management and/or call takers and as a result thereof, to undertake public information initiatives consistent with encouraging prudent and efficient use of 911 services



Emergency Management Office

## APPENDIX "B"

### CALL COUNTING METHODOLOGY (February 2007)

This document outlines the assumptions employed in determining the number of paid and unpaid calls for the purpose of compensating public safety answering points (PSAPs) for the provision of 911 call answer services.

In addition to providing 911 call answer services the PSAP's also function to provide emergency service dispatch (ESD) for police and fire agencies. The prime determining factor as to whether a call is a paid or non-paid call is whether or not the call results in a transfer to or dispatch of the agency that the PSAP provides ESD to.

1. A 911 call will be a paid 911 call when the following criteria are met:

a) The 911 call results in a transfer to or a dispatch of any agency for which the PSAP does not provide ESD. This includes all calls received at any PSAP for transfer to ambulance dispatch (EHS) or the Poison Information Centre or any non ESD agency, transfers to other agencies such as DOE, DNR, or transfers out of Province to P.E.I., New Brunswick and Maine

b) An abandoned call occurs when the caller to 911 hangs up prior to the call being answered. Protocol requires that the PSAP reconnect or attempt to reconnect with the caller to validate the call. All abandoned calls received by a PSAP will be considered as a paid 911 call.

2. A 911 call will not be a paid 911 call when the following criteria are met:

a) The 911 call results in a transfer to or a dispatch of any agency for which the PSAP provides ESD.

b) Any call received by a PSAP and not transferred will be assumed to be either (a) a call for an agency for which the PSAP provides ESD or (b) a frivolous call



### 3. Compensation for Frivolous Calls:

Unless agreed otherwise by the parties, it will be assumed that 18% of the calls not transferred are frivolous in nature and these shall be considered as paid 911 calls. The remaining 82% of non-transferred calls shall be considered as calls processed for an agency that the PSAP provides ESD for and hence these shall be considered as non-paid 911 calls