

THIS AGREEMENT MADE this ____ day of, _____ 2023

B E T W E E N:

**The Regional Municipality of Waterloo Police Services Board
("WRPS")**

and

**The Regional Municipality of Waterloo
("Region")**

and

**The Corporation of the City of Kitchener
("Kitchener")**

and

**The Corporation of the City of Cambridge
("Cambridge")**

and

**The Corporation of the City of Waterloo
("Waterloo")**

and

**The Corporation of the Township of North Dumfries
("North Dumfries")**

and

**The Corporation of the Township of Wellesley
("Wellesley")**

and

**The Corporation of the Township of Wilmot
("Wilmot")**

and

**The Corporation of the Township of Woolwich
("Woolwich")**

WHEREAS:

1. WRPS and the Region have acquired at the expense of the Region, ownership of, lease rights to, or license rights in the SYSTEM INFRASTRUCTURE to operate and provide each of the PARTIES hereto, including WRPS, access to a related radio communications system throughout the Regional Municipality of Waterloo for use by the PARTIES and such other AGENCIES as are authorized by WRPS from time to time under the authority of the PARTIES;

2. The PARTIES wish to enter into this Agreement to set forth the terms upon which the SYSTEM will be implemented by WRPS and utilized by the PARTIES and AGENCIES, and to establish how the costs relating to the maintenance of the SYSTEM INFRASTRUCTURE and the costs relating to the use of the SYSTEM will be shared amongst the PARTIES and AGENCIES;

NOW THEREFORE in consideration of the premises, mutual covenants and conditions herein contained, the Parties hereto agree as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 Wherever a term set out below appears in the text of this Agreement and/or in the recitals, appendices or schedules hereto in capital letters, the term shall have the meaning set out for it in this Section 1:

(a) AGENCY/AGENCIES means such other agencies or organizations that do not fall under the direct control of a PARTY, such as St. John's Ambulance, or Kiwanis Transit, that are authorized from time to time by WRPS to access and use the SYSTEM upon and subject to such terms as may be imposed by WRPS and entering into an agreement substantially in the form attached hereto as Schedule "E".

(b) ANNUAL SYSTEM COSTS means the actual annual expenditures of WRPS that are incurred by it for the acquisition, operation and maintenance of the SYSTEM INFRASTRUCTURE or relate to the PARTIES' GEAR and AGENCIES' GEAR which include but are not limited to costs identified in Schedules B1 and B2 to this Agreement relating to the purchase or leasing of equipment and hardware, the maintenance, repair and replacement of structures, equipment and hardware, maintaining the PARTIES' GEAR and AGENCIES' GEAR that is not maintained by the supplier of the PARTIES' GEAR and AGENCIES' GEAR and will be maintained by WRPS, licensing of software, and all staff expenses associated with the SYSTEM INFRASTRUCTURE, and for operating, maintaining and providing access to the SYSTEM; all of which will be specified in the Annual Infrastructure Budget. It is acknowledged that Schedules B1 and B2 may be subject to change from time to time to reflect changes to the ANNUAL SYSTEM BUDGET. For greater certainty, initial "Radio infrastructure capital costs" as shown in Schedule B1 and the capital costs associated with the purchase, lease or replacement of all or any part of the SYSTEM INFRASTRUCTURE at the end of the lifecycle of the equipment being replaced, excluding components that may be required to continue the on-going operation and maintenance of the current SYSTEM, are not included in the ANNUAL SYSTEM COSTS, which are the responsibility of the Region.

(c) ANNUAL SYSTEM BUDGET means the budget setting out the ANNUAL SYSTEM COSTS for the ensuing period, as prepared by the Finance Committee and reviewed and approved by the Governance Committee; this budget is based on anticipated/projected costs and liabilities for the next year (see section 5.7 regarding deficit budget or unanticipated costs).

(d) EMERGENCY REPAIRS means repairs without which a failure of the SYSTEM, or any portion or component of the SYSTEM occurs, or is imminent and leaves or would leave any portion of the geographic area served by the SYSTEM without reliable service.

(e) LICENCES means the licence for the operation of the SYSTEM as issued by Industry Canada or any other agency or authority of the Government of Canada having jurisdiction to do so.

(f) OUTSIDE SERVICE PROVIDER(S) – means service providers contracted with by the WRPS, for the benefit of all the PARTIES, to assist in the service, maintenance, repair, etc. of the SYSTEM and/or PARTY’S GEAR / AGENCY’S GEAR (including at the time of entering into of this Agreement, Motorola).

(g) PARTY (PARTIES) means those agencies, municipalities, organizations and / or services, that are from time to time parties to this Agreement.

(h) PARTY’S GEAR / AGENCY’S GEAR means portable radios, mobile radios including those placement in vehicles and fixed locations, mobile repeaters (DVRS) and pagers (and any other equipment added, changed or modified by the Operations and Steering Committee) that are equipped for use of the SYSTEM, and consoles including mobile repeaters, owned or leased, and used by a PARTY or AGENCY in connection with its use of the SYSTEM, and includes additions to, and upgrades made from time to time, to such portable and mobile radios and consoles, and the PARTY’S or AGENCY’S internal computer hardware and software systems.

(i) SYSTEM means the safety related radio communications system operated and provided by WRPS to each of the PARTIES and AGENCIES, for use by them, as may be modified, replaced or upgraded from time to time, including the SYSTEM INFRASTRUCTURE, but does not include PARTY’S GEAR or AGENCY’S GEAR.

(j) SYSTEM ADMINISTRATION means the general administration and management of the SYSTEM’s functionality and includes system settings and keys that control access to the SYSTEM by a PARTY’S GEAR and AGENCY’S GEAR and, where the SYSTEM’s design accommodates encryption capabilities, control of the SYSTEM’s encryption keys.

(k) SYSTEM INFRASTRUCTURE means the essential components of the SYSTEM which are required in order to provide two way radio services throughout the Regional Municipality of Waterloo to the PARTIES and AGENCIES and shall include radio towers, system repeaters, power amplifiers, power supplies, emergency backup power, supplies at repeater sites and master site(s), and antenna systems and associated coupling equipment, controllers, network interconnections, backhaul equipment including microwave radios,

system master or secondary site(s) along with associated controllers, network interconnections, servers and switches, software and software upgrades that are required for the proper functioning of the SYSTEM, and the LICENCES, but does not include a PARTY'S GEAR or AGENCY'S GEAR. The current components of the SYSTEM INFRASTRUCTURE are generally described in Schedule "A" to the Agreement.

(l) SYSTEM VENDOR means the primary vendor contracted with WRPS to provide, install, and maintain the SYSTEM. This definition includes all sub-contractors, and agents, engaged by the SYSTEM VENDOR to perform the duties as required by the contract. The current SYSTEM VENDOR is Motorola Inc.

(m) USERS means those, employees, agents, and contractors and persons authorized by the PARTIES or AGENCIES from time to time to have access to and use the SYSTEM.

(n) VOICE RADIO MANAGER ("VRM") means the person employed by WRPS responsible for SYSTEM ADMINISTRATION, the day-to-day management of the SYSTEM, and PARTY'S GEAR and AGENCY GEAR support, who shall be the chair of the Operations and Steering Committee.

2. OBLIGATIONS OF WRPS

2.1 WRPS agrees to allow the other PARTIES, AGENCIES, and their authorized USERS to access and use the SYSTEM, upon and subject to the terms of this Agreement. In this regard, WRPS is solely responsible for:

(a) acquiring ownership of, lease rights to, or license rights in the SYSTEM INFRASTRUCTURE, as necessary in order for each of the PARTIES to be able to access and use the SYSTEM;

(b) operating, maintaining and replacing as and when necessary, the SYSTEM INFRASTRUCTURE;

(c) obtaining the authority to sublicense the PARTIES and AGENCIES to use third party software which forms part of the SYSTEM INFRASTRUCTURE which the PARTIES and AGENCIES need the right to use in order to use the SYSTEM;

(d) developing, implementing and maintaining security safeguards relating to the use of the SYSTEM and monitoring the use of the SYSTEM by the PARTIES and AGENCIES;

(e) obtaining and maintaining the LICENCES (which are applied for and paid by WRPS for the benefit of all the parties) ;

(f) operating and maintaining the SYSTEM; and

(g) maintaining those elements of the PARTIES' GEAR and AGENCIES' GEAR described in Schedule "D" hereto that is not maintained by the supplier of the

PARTY'S GEAR and AGENCY'S GEAR, for and on behalf of the PARTIES, upon and subject to the terms of this Agreement.

2.2 In connection with fulfilling its obligations, WRPS agrees to:

- (a) hire, terminate and otherwise deal with personnel to be dedicated to the SYSTEM in accordance with the direction of the Operations and Steering Committee and the VRM; it being acknowledged by the PARTIES that the authority of the Operations and Steering Committee in this regard will at all times be subject to the applicable policies of WRPS and collective bargaining agreements;
- (b) contract with such independent contractors to assist WRPS in fulfilling its obligations in accordance with the direction of the Operations and Steering Committee;
- (c) provide such additional accounting, purchasing, payroll, administrative, personnel and other services as needed from time to time by WRPS in fulfilling its obligations;
- (d) provide assistance with budget preparation and administration through its Finance and Assets Branch;
- (e) provide related services as requested from time to time by the Operations and Steering Committee;
- (f) enter into agreements and commitments relating to the obligations referred to in section 2.1 as are approved by the Operations and Steering Committee and the Governance Committee, it being acknowledged by the PARTIES that all purchases to be made in connection with this Agreement will be made in accordance with The Regional Municipality of Waterloo Police Services Board By-law;
- (g) ensure that the SYSTEM VENDOR maintains and updates the SYSTEM software and SYSTEM INFRASTRUCTURE which is owned by it or for which it is responsible.
- (h) ensure that all PARTIES are provided with current and up to date contact information for the VRM; and
- (i) not make any functional change to the SYSTEM and SYSTEM INFRASTRUCTURE that may adversely affect a PARTY'S or AGENCY'S use of the SYSTEM and SYSTEM INFRASTRUCTURE without due notice being given to the affected PARTY or AGENCY except in the case of EMERGENCY REPAIRS, or in the circumstances contemplated by section 2.4(b)

2.3 The PARTIES acknowledge that, in connection with its obligation to develop, implement and maintain security safeguards relating to the use of the SYSTEM and monitoring the use of the SYSTEM by the PARTIES and AGENCIES, WRPS is authorized to:

- (a) implement specific procedures established by the Operations and Steering

Committee from time to time concerning the use of the SYSTEM, to be adhered to by the PARTIES and AGENCIES, so as to ensure that LICENCES and software licences and sublicences included in the SYSTEM INFRASTRUCTURE are complied with by the PARTIES and AGENCIES, and to mitigate against the use or misuse of the SYSTEM by any PARTY or AGENCY or the failure of any PARTY or AGENCY to comply with its obligations under this Agreement resulting in damage to the SYSTEM or the SYSTEM INFRASTRUCTURE;

(b) approve the PARTY'S GEAR and AGENCY'S GEAR used by each in accordance with section 3.1(b) hereof, to ensure its suitability and compatibility with the SYSTEM, as recommended by, in the sole discretion of, the Operations and Steering Committee - with any necessary approval by the Governance Committee;

(c) monitor compliance by the PARTIES and AGENCIES with procedures established by the Operations and Steering Committee relating to the use of the SYSTEM and whether the PARTIES and AGENCIES are complying with such procedures and with the PARTIES' and AGENCIES obligations under this Agreement;

(d) audit the number of portable radios, mobile radios included in each of the PARTIES' GEAR and AGENCIES' GEAR; and

(e) implement such other programs established by the Operations and Steering Committee for data verification.

2.4 In connection with its responsibilities as set out in section, 2.3 the PARTIES hereby authorize WRPS:

(a) to immediately report to the Operations and Steering Committee any failure of a PARTY to comply with procedures established by the Operations and Steering Committee or any breach by a PARTY of any of its obligations under this Agreement, and to take such action as a result as is authorized by the Operations and Steering Committee;

(b) provided doing so will not impact emergency matters that are ongoing at the time, to unilaterally and without advance notice immediately terminate a PARTY'S or AGENCY'S right to access the SYSTEM if WRPS determines acting reasonably that the ability of the other PARTIES or AGENCIES to access or use the SYSTEM is at imminent risk of being terminated as a result of an act or omission of such PARTY or AGENCY or a breach by such PARTY or AGENCY of its obligations under this Agreement. Should such termination occur, WRPS agrees to notify such PARTY or AGENCY as soon as possible of the termination and work diligently with such PARTY or AGENCY to correct the situation which necessitated the termination as quickly as possible. In any other case, WRPS shall not terminate a PARTY'S or AGENCY'S right to access the SYSTEM without first giving such PARTY or AGENCY as much advance notice as is possible or reasonable in the circumstances.

2.5 It is acknowledged and agreed to by each of the PARTIES that:

- (a) WRPS makes no representation and provides no warranty regarding the functionality of the SYSTEM or the good working order of the SYSTEM, or that the PARTIES' use of the SYSTEM and access to the SYSTEM will be uninterrupted or error-free;
- (b) WRPS will not be liable to any PARTY for:
 - (i) any modifications to or suspension or discontinuance of the right to use the SYSTEM;
 - (ii) any damages whatsoever, including, but not limited to direct, indirect, special, incidental, consequential or punitive including, without limitation, any lost revenues, property loss or damage, physical injury or death, arising out of or in connection with or as a result of a PARTY'S use of the SYSTEM or failure of performance, delays, interruptions, communication line or systems failures including communication malfunctions that affect the ability to use the SYSTEM, or the transmission, accuracy or timeliness of information, material, messages, or instructions between PARTIES and their authorized users of the SYSTEM, or the inability to access, at any time, any part of the SYSTEM, or for any harm or loss to a PARTY'S computer records or data, howsoever caused, including by viruses, "worms", "Trojan horses" hacks, malware, or other similar intrusive, disruptive or destructive programs or files, or the failure of WRPS to report to any third party supplier or licensee of the any component of the SYSTEM INFRASTRUCTURE a failure in any component of the SYSTEM INFRASTRUCTURE of which WRPS has been notified;
 - (iii) the interception, loss or disclosure of confidential or sensitive information transmitted over the Internet;
 - (iv) the lack of suitability, reliability, timeliness or availability of the SYSTEM or any component of the SYSTEM INFRASTRUCTURE.

3. OBLIGATIONS OF THE PARTIES

3.1 Each of the PARTIES hereby covenants and agrees as follows:

- (a) To be responsible for the purchase and replacement of the PARTY'S GEAR, through WRPS unless otherwise agreed by WRPS or as set out in this paragraph, and the maintenance of those components of the PARTY'S GEAR described in Schedule "D" hereto that is not maintained by either WRPS or the supplier of the PARTIES' GEAR at its own expense. For greater certainty, the PARTIES may purchase the GEAR of another PARTY if the other PARTY no longer has use for it and/or the other PARTY purchased excess GEAR, and the GEAR is still combatable with the SYSTEM INFRASTRUCTURE.
- (b) To have all PARTY'S GEAR authorized for operation on the SYSTEM by WRPS, prior to its use and advise WRPS of the inventory of the PARTY'S GEAR (including active radios) For all purposes of this AGREEMENT "active radios" shall include all mobile or

portable radios that are included in the inventory of the PARTY'S GEAR, including spare radios that have been authorized for operation on the SYSTEM whether or not such radios are in regular use, but shall not include radio devices that are used in server rooms to support infrastructure of the radio system and are not in use by USERS as radios. Upon submission of PARTY'S GEAR or AGENCY'S GEAR for such authorization WRPS will carry out such inspections, tests and programming as may be required to ensure that the PARTY'S GEAR is suitable and compatible for operation on the SYSTEM. WRPS will provide notice in writing to the PARTY submitting the PARTY'S GEAR or AGENCY'S GEAR that such GEAR is authorized for operation on the SYSTEM, effective on the date of the notice.

(c) To be responsible in all respects for the access to and use of the SYSTEM by its USERS. In this regard, and without limitation, to take all steps necessary to ensure that only USERS who have been authorized and have been adequately trained on the use of the SYSTEM and the PARTY'S GEAR or AGENCY'S GEAR shall have access to the PARTY'S GEAR or AGENCY'S GEAR and the SYSTEM, and to ensure that internal controls are in place to ensure that any person who is not authorized to access and use the PARTY'S GEAR or AGENCY'S GEAR and SYSTEM is not able to do so; and to advise WRPS of any unauthorized access to or use of the PARTY'S GEAR or AGENCY'S GEAR or the SYSTEM, immediately upon becoming aware thereof.

(d) To advise WRPS of any event or thing that would compromise the system or equipment security or integrity, including but not limited to the loss or theft of equipment, compromising of PARTY'S GEAR or AGENCY'S GEAR encryption codes, the introduction of any by viruses, "worms", "Trojan horses", malware or other similar intrusive, disruptive or destructive programs or files in its PARTY'S GEAR or AGENCY'S GEAR or SYSTEM INFRASTRUCTURE that could affect the SYSTEM, immediately upon becoming aware thereof. Any PARTY or AGENCY whose action, inactions or whose PARTY'S GEAR or AGENCY'S GEAR has caused the compromise to the system or equipment security or integrity shall be responsible for any costs to address and mitigate such, including but not limited to any call out costs of staff, third party costs (e.g., Motorola), reprogramming radios, etc.

(e) To collaborate with the other PARTIES and USERS regarding any request made for information or data stored in any of their systems under the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M. 56 to ensure that a USER does not disclose information that is the property of or intended to be exclusively controlled by another PARTY, except as such disclosure may be required by law.

(f) To pre-consult with and advise the VRM of any additions to the number of portable radios and mobile radios that are equipped for use on the SYSTEM, whether or not they are regularly being used by the PARTY or a USER, for the purposes of preparing the billing structure as is further described in this Agreement.

(g) Due to the fact that the System is a closed network, not to modify, add or remove any features from subscriber radios, terminals, or any interface connection to the network without the VRM's consent, after determining doing so will not adversely affect the

operation of the SYSTEM or equipment.

(h) To at all times ensure that the VRM and such other persons employed by WRPS as are authorized by the VRM have “Administrator Rights” to that part of its internal computer systems as is necessary so as to allow such persons to audit and monitor the use of the SYSTEM by the USER to ensure that such use is in compliance with this Agreement.

(i) To pay to WRPS its share of the ANNUAL SYSTEM COSTS in accordance with this Agreement and as set out in Schedule “B”.

(j) To report to the VRM or as otherwise directed by the VRM any failures in the SYSTEM, who shall determine the appropriate action to be taken. Failures in the SYSTEM shall not be reported by a PARTY directly to the SYSTEM VENDOR, unless the VRM fails to advise the PARTY within 72 hours of being notified of the failure, of corrective action being taken.

(k) To at all times fully comply with the procedures established by the Operations and Steering Committee from time to time concerning the use of the SYSTEM.

(l) To not introduce or connect unauthorized or incompatible equipment, PARTY’S GEAR OR AGENCY’S GEAR, or software to the SYSTEM.

(m) To not introduce, connect or download any other equipment or software which may compromise the functionality or the integrity of the SYSTEM.

(n) To immediately shut down or disconnect any PARTY’S GEAR OR AGENCY’S GEAR, equipment or software connected to the SYSTEM which in any manner is found to be causing interference, impairment or damage to the SYSTEM, until such time as it can be operated without causing interference or damage to the SYSTEM.

3.2 Notwithstanding section 3.1(i), it is recognized that the Light Rail Transit (“LRT”), being a sub-entity of The Regional Municipality of the Waterloo will only be using and having the benefit of the SYSTEM INFRASTRUCTURE (unless modified to include other components or equipment, including SUBSCRIBER GEAR, upon request by LRT and approved by the Governance Committee) and, as such, will only be responsible for costs related to SYSTEM INFRASTRUCTURE and not for costs of end user gear support (see Schedule “B” for further details). However, this also means that LRT recognizes it will receive no support for non-SYSTEM INFRASTRUCTURE, and that it is agreed by the PARTIES that no other PARTY can outsource or use non-approved PARTY’S GEAR OR AGENCY’S GEAR or partly opt of this Agreement in that regard. The calculation of the contribution of the LRT shall remain consistent with the allocation in the 2022 budget, as summarized in Schedule “F” hereto.

3.3 Subject to section 3.2, no PARTY may use non-approved PARTY’S GEAR or AGENCY’S GEAR or partly opt out of this Agreement.

3.4 If one or more parties wish to have functionality, features, services (including additional ones from OUTSIDE SERVICE PROVIDER(S)) or any other related special project changed or

added on (“Add Ons”) that are not part of the SYSTEM INFRASTRUCTURE, PARTY’S GEAR OR AGENCY’S GEAR and/or the ANNUAL SYSTEM BUDGET as approved the Governance Committee, that PARTY or PARTIES may do so provided that (a) the costs of such (including any costs of internal voice radio staff to support or assist), liability and responsibility is solely that of the PARTY or PARTIES and such Add Ons are approved by the Governance Committee pursuant to the recommendation of the VRM as it relates to ability to do so and (b) there is no adverse impact on the SYSTEM, other approved projects or integrity, speed, performance and/or efficiency of the SYSTEM or use by other PARTIES, and (c) such does not result in additional costs on other PARTIES without their written consent.

4. GOVERNANCE

4.1 The following Committees shall be established have the responsibilities and authority set out in this Agreement:

- (a) Operations and Steering Committee – Mandate: Assist the VRM in the day-to-day decisions and operations and provide information, feedback and recommendations.
- (b) Finance Committee – Mandate: Preparation and oversight of the budget and financial decision making and provide information, feedback and recommendations.
- (c) Governance Committee – Mandate – the overall oversight/decision-maker regarding the budget, matters that would impact the financial or long-term viability of this collective initiative, and dispute resolution.

4.2 Operations and Steering Committee:

- (a) The Committee shall consist of:
 - (i) the VRM – responsible for the day-to-day operations (including the management of contractual relations with the OUTSIDE SERVICE PROVIDER(S)), the conduit for operational decisions and coordination of issues, impact and recommendations from other PARTIES to the Committee, assist the other Committees, provided that the VRM shall not be entitled to vote on any matter other than in the case of a tie vote;
 - (ii) the Chief of the WRPS, as ex officio member, or a designate of the Chief, who shall be a voting member of the Committee;
 - (iii) an operational representative of Grand River Transit;
 - (iv) Regional Fire Coordinators.

Annually, no later than November 1st in each year, the members of the Operations and Steering Committee for the ensuing calendar year shall be determined.

(b) The VRM shall be the Chair of the Committee. The Chair shall preside at all meetings of the Committee and shall perform such other duties as are assigned by the Committee.

(c) The Committee shall meet no less than four times each year. The Committee may appoint a day or days for regular meetings, at an hour to be named, and for such meetings no notice need be given.

(d) The Chair, or any two members of the Committee may call a meeting of the Committee and for such meetings, written notice shall be given to each member of the Committee not less than 48 hours prior to the meeting, except in case of emergency in which case such notice as is reasonable in the circumstances may be given in writing, by telephone or e-mail or otherwise as the circumstances require.

(e) Meetings may be held by means of telephone or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously, so long as all of the members of the Committee present at or participating in such meeting consent, which consent need not be in writing.

(f) A majority of the Committee members shall constitute quorum. Decisions of the Committee may be made by a majority of its members.

(g) In addition to those other duties referred to in this Agreement, the Committee will be responsible for:

(i) the overall operation of the SYSTEM and ensuring that the SYSTEM INFRASTRUCTURE is in place and properly maintained;

(ii) determining the ANNUAL SYSTEM COSTS and reporting thereon to the Finance Committee;

(iii) reviewing and commenting upon the ANNUAL SYSTEM BUDGET;

(iv) reviewing and commenting upon proposed changes to the standards of maintenance and operation of the SYSTEM;

(v) recommending changes to the operation of the SYSTEM;

(vi) reviewing and commenting upon SYSTEM technical assessments;

(vii) considering and approving projects, upgrades, concepts or ideas which any one or more of the PARTIES proposes be adopted as an addition to the SYSTEM; with the costs of any such approved additions to the SYSTEM to be added to the ANNUAL SYSTEM COSTS;

(viii) subject to approval of the Governance Committee and the Regional Municipality of Waterloo Police Services Board By-law, approving contracts and

commitments related to the SYSTEM which are not provided for in the ANNUAL SYSTEM BUDGET; and

(ix) such other duties as the PARTIES may from time to time determine.

(h) Where a decision of the Committee can reasonably be shown to have, or potentially have a detrimental effect on police operations and / or communications, or a detrimental effect on the operating capabilities of the SYSTEM, WRPS will have the right to veto that decision.

(i) Where a decision of the Committee can reasonably be shown to have, or potentially have a detrimental effect on fire operations and / or communications, representatives of the fire services of the PARTIES will have the right to veto that decision.

4.3 Finance Committee:

(a) The Committee shall consist of:

(i) WRPS Finance Unit member who is responsible on a day-to-day basis respecting matters related to the approved ANNUAL SYSTEM BUDGET, acquisition of required services and goods within the approved ANNUAL SYSTEM BUDGET and provide general financial guidance and oversight, and who shall be the Chair of the Committee and a voting member of the Committee;

(ii) VRM, as consultant and resource, who shall be a non-voting member of the Committee;

(iii) Finance member of the Regional Municipality of Waterloo;

(iv) The Chair of the “area Municipal treasurers’ group”. Provided that if the Chair is from the Region, a member of another municipality as chosen by the “area Municipal treasurers’ group”.

(b) The Committee shall operate and prepare the ANNUAL SYSTEM BUDGET in accordance with Schedule “B” to this Agreement.

(c) The ANNUAL SYSTEM BUDGET shall be subject to approval by the Governance Committee.

4.4 Governance Committee:

(a) Each of the PARTIES shall be entitled to appoint one representative to the Committee. Annually, no later than November 1 in each year, the PARTIES shall designate their representative to the Committee. The Chief of WRPS shall ex-officio at all times be a member of the Committee in addition to another representative of WRPS, provided that

the Chief shall not be entitled to vote on any matter other than in the case of a tie vote. The Chief shall be the Chair of the Committee.

(b) The Committee shall meet no less than once each year. The Committee may appoint a day or days for regular meetings, at an hour to be named, and for such meetings no notice need be given.

(d) The Chair, or any two members of the Committee, may call a meeting of the Committee and for such meetings, written notice shall be given to each member of the Committee not less than 7 days prior to the meeting, except in case of emergency in which case such notice as is reasonable in the circumstances may be given in writing, by telephone or e-mail or otherwise as the circumstances require.

(e) Meetings may be held by means of telephone or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously, so long as all of the members of the Committee present at or participating in such meeting consent, which consent need not be in writing.

(f) A majority of the Committee members shall constitute quorum. Decisions of the Committee may be made by a majority of its members.

(g) The Committee will be responsible for:

(i) approving the ANNUAL SYSTEM BUDGET;

(ii) approving any expenditure or commitment recommended by the VRM or the Operations and Steering Committee which is not included in the ANNUAL SYSTEM BUDGET;

(iii) approving the addition of any new PARTY to this Agreement;

(iv) approving any Add Ons per section 3.3 and/or the purchase, licensing or leasing of additional SYSTEM INFRASTRUCTURE per section 5.5, having in mind the criteria set out therein;

(v) resolving disputes between any PARTIES to the Agreement or involving a decision made by the Operations and Steering Committee under section 4.2(h) or 4.2(i) (in which regard, for greater clarity, the Committee may set aside the veto of any PARTY), in accordance with Schedule "C" to this Agreement.

5. THE FINANCIAL TERMS

5.1 Until otherwise changed by the unanimous agreement of all PARTIES, each PARTY hereby agrees to pay WRPS its share of the ANNUAL SYSTEM COST as determined in accordance with Schedule "B", which shall be payable in accordance with Schedule "B". Each PARTY'S share will be based on the number of active radios included in a PARTY'S GEAR as at the date of entering into this Agreement, and any additional radios that may be subsequently added to the PARTY'S GEAR. A PARTY'S share will be increased to include additional radios

when they become active. It is acknowledged that a PARTY'S share of the ANNUAL SYSTEM COST will not be reduced during the current budgetary period as a result of a reduction in the number of active radios included in a PARTY'S GEAR, unless specifically agreed to by the Governance Committee. All PARTIES' shares will be recalculated at the end of each year taking into account additions and reductions in active radios during the year. The PARTIES agree to revisit the foregoing formula annually.

5.2 The PARTIES agree that the Governance Committee has the authority to establish, create, and move funds from surplus and/or require contribution from the PARTIES through a special levy towards a reasonable and prudent contingency fund to be used to fund EMERGENCY REPAIRS for which the PARTIES are responsible pursuant to this Agreement ("CONTINGENCY FUND"). The PARTIES will share and be provided information as to any substantial failures and on-going life expectancy of the SYSTEM and SYSTEM INFRASTRUCTURE so that the PARTIES may make budget projections and, while subject to the decisions of the PARTIES' political oversight bodies (Councils and Board) and not compulsory, establish individual reserve funds based on best practices for the eventual replacement of the SYSTEM should all or some of the PARTIES so wish and decide.

5.3 Any disputes relating to the determination of a PARTIES share of the ANNUAL SYSTEM COST shall be resolved in accordance with Schedule "C" to this Agreement.

5.4 The supply by WRPS of any services to any PARTY which are not a service benefitting substantially all of the PARTIES and related to the SYSTEM shall not be considered an ANNUAL SYSTEM COST and shall be chargeable to the benefiting PARTY only.

5.5 Notwithstanding that WRPS is responsible for the SYSTEM INFRASTRUCTURE, where one or more PARTIES, acting together, wishes to add to its PARTY'S GEAR in sufficient quantity as to require an upgrade to the capacity of the SYSTEM that requires the purchase, licensing or leasing of additional SYSTEM INFRASTRUCTURE, the Governance Committee will evaluate the required modifications (with input and recommendation from the VRM), and decide as follows:

(a) The Committee will approve the upgrade to the capacity of the SYSTEM INFRASTRUCTURE, and the cost of the upgrade will be shared amongst the PARTIES in a proportion to be determined by recommendation of the Operations and Steering Committee and Finance Committee; or

(b) The Committee may determine that there is neither practical benefit, nor potential for practical benefit for all or some of the other PARTIES, then the Committee may choose to require the PARTY purchasing the additional PARTY'S GEAR OR AGENCY'S GEAR to reimburse WRPS for all or some of the costs to modify the SYSTEM INFRASTRUCTURE by that party to the extent it is determined that the modification has neither practical benefit, nor potential for practical benefit for all or some of the other PARTIES; or

(c) The Committee may refuse the request of the PARTY on the basis that the

requested changes pose a risk to the effective operation of the SYSTEM, such as, but not limited to, any degradation in SYSTEM coverage, operability, reliability, and performance.

5.6 Any appeal of a decision made under section 5.5 may be resolved pursuant to Schedule “C” to this Agreement.

5.7 Should the ANNUAL SYSTEM BUDGET be insufficient to cover costs for that year – whether due to EMERGENCY REPAIRS, unanticipated or under-projection of costs or liabilities or additional expenditures approved the Governance Committee, that deficit shall either be paid (a) by the parties per Schedule “B”, on the approval of all the parties, within that year as a special levy, (b) paid from the CONTINGENCY FUND contemplated by section 5.2 as approved by the Governance Committee after consultation with the Finance Committee, and/or (c) rolled into the next year’s ANNUAL SYSTEM BUDGET.

5.8 Notwithstanding the effective date of this Agreement, the financial obligations of each PARTY shall be deemed to have commenced on the date that that PARTY became an authorized USER with access to the SYSTEM. Upon execution of this Agreement, WRPS will provide an accounting of the costs charged to and paid by each PARTY and setting out any adjustments necessary to comply the financial terms of this Agreement. If the PARTIES agree with the accounting provided by WRPS, then any adjustment or reconciliation shall be made, as may be necessary, upon the next payment due by each PARTY. In the event that the PARTIES do not agree with the accounting provided by WRPS, then the dispute shall be referred to the Governance Committee.

6. OWNERSHIP

6.1 WRPS will own the SYSTEM.

6.2 WRPS shall apply for and hold the LICENCE required for the operation of the SYSTEM and each USER shall be responsible for the licencing of its PARTY’S GEAR OR AGENCY’S GEAR.

6.3 WRPS shall own, lease or be licensed to use the SYSTEM INFRASTRUCTURE.

6.4 Each of the PARTIES other than WRPS acknowledges that it has no ownership interest in or any greater rights to the SYSTEM or the SYSTEM INFRASTRUCTURE, than are granted by this Agreement.

7. ADMISSION OF NEW PARTIES

7.1 In the event that any party that is not a signatory to this Agreement wishes to become a PARTY to this Agreement, such party may become a PARTY to this Agreement, upon:

- (a) approval of a majority of the members of the Governance Committee given at a properly constituted meeting of the Committee;
- (b) it signing a counterpart of this Agreement agreeing to be bound by all of the terms

of this Agreement;

(c) if not insured by the Waterloo Region Municipal Insurance Pool (“WRMIP”), the Governance Committee being satisfied that the new party has obtained and is able to maintain sufficient commercial general liability coverage to protect the PARTIES from any claims that could arise as a result of the new party’s use or misuse of the SYSTEM; and

(d) payment to WRPS of the following amounts:

(i) all costs of any upgrades to the SYSTEM or the SYSTEM INFRASTRUCTURE required as a result of the addition of the new party and number of new portable radios and mobile radios that will be equipped for use on the SYSTEM; and

(ii) an initial payment based upon the reasonably expected costs of engineering and commissioning approval of the new PARTY’S GEAR OR AGENCY’S GEAR (including but not limited to the time and expenses incurred by the WRPS staff resources and/or required by the OUTSIDE SERVICE PROVIDER(S)) in accordance with this Agreement.

8. TERM

8.1 The terms of this Agreement shall bind each PARTY upon acceptance of the terms hereof as evidenced by the PARTY signing this Agreement.

8.2 This Agreement will continue in effect until it is terminated by further agreement in writing of every PARTY to it, except as otherwise provided in this Agreement.

9. TERMINATION OF A PARTY

9.1 Each of the PARTIES that are signatories to this Agreement and any new party that becomes a PARTY to this Agreement hereby covenants that it will not withdraw from this Agreement and that it will fulfill its obligations under this Agreement for a minimum period of five (5) years.

9.2 At any time after a PARTY has been a PARTY to this Agreement for a minimum of three years, the PARTY may terminate its involvement as a PARTY to this Agreement, upon the following terms and conditions:

(a) The terminating PARTY shall provide notice in writing to the Governance Committee, with a copy to the VRM and the Chief of Police of the WRPS of its intention to terminate its involvement in the Agreement – for clarity, notice may be provided before that PARTY has been a PARTY to this Agreement for three years so long as the effective date is no less than three years after the PARTY has been a PARTY to this Agreement;

(b) The effective date of termination shall be no sooner than the 31st day of December that is at least 24 months following the date that the notice of termination is provided to the Governance Committee;

(c) The terminating PARTY shall continue to be required to fulfill all obligations under the terms of this Agreement, including payment of its share of the ANNUAL SYSTEM COSTS until the effective date of the termination.

9.3 This Agreement may be terminated with respect to any particular PARTY where that PARTY has breached the terms of this Agreement. Such termination shall be carried out as follows:

(a) The decision to terminate must be approved by the Governance Committee. In making such a determination the Governance Committee shall consider the seriousness of the breach, the impact of the termination on the terminated PARTY as well as the remaining PARTIES, whether all reasonable efforts were made to resolve the matter of the breach, any past issues with the PARTY being terminated, and such other considerations as may be relevant;

(b) The Governance Committee shall provide the terminated PARTY with notice in writing of the termination for cause;

(c) The date of termination shall be no less than 120 days from the date the notice in writing is sent to the terminated PARTY.

9.4 Upon termination of a PARTY in accordance with this Article 9, such PARTY shall not be entitled to and WRPS and the other PARTIES to this Agreement shall be under no obligation to repay any amounts paid by the terminated PARTY pursuant to this Agreement, including any amounts paid by the terminated PARTY to RESERVES in accordance with any ANNUAL SYSTEM BUDGET for future maintenance, repair or replacement of any part of the SYSTEM INFRASTRUCTURE.

9.5 As of the effective date of termination, the terminated PARTY shall have no further access to the SYSTEM.

10. INSURANCE AND INDEMNITY, and LIABILITY

10.1 It is acknowledged that all of the PARTIES are insured by the Waterloo Region Municipal Insurance Pool (“WRMIP”). In the event the WRMIP ceases to exist or at any time ceases to insure WRPS, all PARTIES shall obtain and maintain Commercial General Liability insurance in an amount of not less than twenty five million dollars (\$25,000,000) against legal liability that may result from the operation and maintenance of the SYSTEM and to ensure that all policies of insurance are endorsed to provide that every PARTY to this AGREEMENT is named as an additional insured. If additional insurance coverage is required for this Agreement the cost of such insurance shall be a SYSTEM COST. Each party shall provide a certificate of insurance to the others upon request, showing above minimum coverage with a 30-day notice of cancellation

provision.

10.2 With regard to any third party claim in excess of the any insurance limits, each PARTY hereby agrees to indemnify and hold harmless each and every other PARTY against all actions, suits, claims, demands, losses, costs, charges and expenses including legal costs (hereinafter the “claims”), arising out of or in consequence of that indemnifying PARTY’s individual obligations in the use, operation and maintenance of the SYSTEM as provided for in this Agreement. The terms and provisions of this section shall survive any termination of this Agreement.

10.3 Each PARTY agrees, jointly and severally, to indemnify, defend and hold harmless the other PARTIES against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained or incurred by the indemnified PARTY arising from the failure of one or more of the other PARTIES to fully comply with its or their obligations, or arising from their use or misuse of the SYSTEM.

10.4 The PARTIES hereby agree that any and all liability resulting from all actions, suits, claims, demands, losses, costs, charges and expenses arising out of actions, incidents, grievances or investigations which occurred prior to the date of this Agreement against any PARTY shall remain the sole liability of that PARTY, shall not be transferred hereunder and that PARTY shall wholly indemnify the other PARTIES with respect to any and all liability, including defence and legal costs pertaining thereto.

10.5 Notwithstanding and/or in addition the foregoing, each PARTY is solely responsible for cost of lost, damaged or stolen of their PARTIES’ GEAR and AGENCIES’ GEAR, including any incidental or indirect costs incurred by other PARTIES or general costs directly resulting therefrom (e.g., but not limited to, time or call out costs for the voice radio team or OUTSIDE SERVICE PROVIDER(S)).

11. NOTICE

11.1 Any notice under this AGREEMENT shall be in writing and shall be served personally, by regular mail, by facsimile transmission, or by e-mail upon each of the PARTIES at the following addresses:

The Regional Municipality of Waterloo Police Services Board
200 Maple Grove Road, P.O. Box 3070
Cambridge, Ontario N3H 5M1
Attention: Karen Redman
KRedman@regionofwaterloo.ca

The Regional Municipality of Waterloo
150 Frederick Street, 4th Floor
Kitchener, Ontario N2G 4J3
Attention: Craig Dyer, Chief Financial Officer
cdyer@regionofwaterloo.ca

The Corporation of the City of Kitchener
270 Strasburg Road
Kitchener, Ontario N2E 3M6
Attention: Robert Gilmore, Fire Chief
fire@kitchener.ca

The Corporation of the City of Cambridge
50 Dickson Street
Cambridge, Ontario N1R 5W8
Attention: Jan Liggett, Mayor
Attention: Danielle Manton, Clerk
clerks@cambridge.ca

The Corporation of the City of Waterloo
470 Columbia Street West
Waterloo, Ontario
N2T 2Y6
Attention: Dorothy McCabe, Mayor
Attention: Julie Finley-Swaren, Clerk
Richard.hepditch@waterloo.ca

The Corporation of the Township of North Dumfries
2958 Greenfield Road, P.O. Box 1060
Ayr, Ontario N0B 1E0
Attention: Sue Foxton, Mayor
Attention: Ashley Sage, Clerk
rshantz@northdumfries.ca

The Corporation of the Township of Wellesley
4639 Lobsinger Line
St. Clements, Ontario N0B 2M0
Attention: Joe Nowak, Mayor
Attention: Grace Kosch, Clerk
predman@wellesley.ca

The Corporation of the Township of Wilmot
60 Snyder's Road West
Baden, Ontario N3A 1A1
Attention: Natasha Salonen, Mayor
Attention: Jeff Bunn, Clerk
Rod.leeson@wilmot.ca

The Corporation of the Township of Woolwich
24 Church Street West, P.O. Box 158
Elmira, Ontario N3B 2Z6
Attention: Sandy Shantz, Mayor
Attention: Jeff Smith, Clerk
daldous@woolwich.ca

11.2 Receipt of notice given in the prescribed manner shall be deemed on:

- (a) the date of actual delivery of a personally served document on the last PARTY to be provided with the notice; or
- (b) the business day next following the date of facsimile transmission or e-mail; or
- (c) five (5) days following the date of mailing of the notice.

11.3 It shall be the responsibility of each PARTY to ensure that each of the other PARTIES has its current contact information for the purposes of giving any notice.

12. GENERAL

12.1 In the event that any covenant or term of this AGREEMENT should at any time be held by any competent court or tribunal to be void or unenforceable, then the AGREEMENT shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this AGREEMENT, which shall otherwise remain in full force and effect.

12.2 No PARTY or PARTIES shall call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before a Court or any administrative tribunal, the right of the PARTIES or any of them to enter into this AGREEMENT or the enforceability of any term, agreement, provision, covenant and/or condition contained in this AGREEMENT, and this clause may be pleaded as an estoppel as against any such PARTY in any proceedings.

12.3 Subject to the requirements of the Municipal Freedom of Information and Protection of

Privacy Act, R.S.O. 1990 c. M.56 (or successor legislation), the PARTIES shall not divulge any information of which they have knowledge to be confidential whether communicated to or acquired by them in the course of carrying out the obligations or roles provided pursuant to this AGREEMENT. No such information shall be used by any PARTY in any way without the approval of WRPS and the PARTY to which the information relates.

12.4 The Schedules to this AGREEMENT form part of this AGREEMENT. This AGREEMENT and its Schedules contains the entire agreement between the PARTIES with respect to the operation and maintenance of the SYSTEM following the date of signing and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or undertaking, whether oral or written, other than as set forth in this AGREEMENT with respect to the subject matter of this AGREEMENT.

12.5 The PARTIES shall with reasonable diligence do all such things and provide all such reasonable further assurances as may be required to fulfill their obligations pursuant to this AGREEMENT. Each PARTY agrees to provide whatever further documents or instruments which may be reasonably necessary or desirable to affect the purpose of this AGREEMENT and carry out its provisions at any time during the currency of this AGREEMENT.

12.6 The rights and obligations as contained within this AGREEMENT shall accrue and apply jointly and severally to and against each PARTY and the failure on the part of one PARTY to comply with the terms of this AGREEMENT shall not be taken as a failure on the part of any other PARTY or PARTIES. The rights of each PARTY may be jointly and severally enforced.

12.7 No supplement, amendment or waiver of or under this AGREEMENT (excepting notice of change of address as contemplated in Article 11) shall be binding unless executed in writing by the PARTY or PARTIES to be bound thereby and no waiver by a PARTY of any provision of this AGREEMENT shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.

12.8 Notwithstanding anything in this AGREEMENT, no PARTY shall be in default with respect to the performance of any of the terms of this AGREEMENT if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, Federal or Provincial government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the PARTY, unless such lack of control results from a deficiency in financial resources.

12.9 This AGREEMENT shall enure to the benefit of and be binding upon the PARTIES and their respective successors and assigns.

12.10 The PARTIES shall act co-operatively in good faith, and with expedition in implementing the intent of this AGREEMENT.

12.11 Time shall be of the essence of this AGREEMENT.

12.12 Counterparts: This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one Agreement, binding on the parties,

notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF each of the PARTIES to this AGREEMENT has affixed its signature and corporate seal by the hands of its proper officers on the date inscribed below, in counterparts.

**THE REGIONAL MUNICIPALITY OF
WATERLOO POLICE SERVICES BOARD**

Per: _____
Name: Karen Redman
Title: Chair
I have authority to bind the Board

Per: _____
Name: Meghan Martin
Title: Executive Assistant to the Board
I have authority to bind the Board

**THE REGIONAL MUNICIPALITY OF
WATERLOO**

Per: _____
Name: Craig Dyer
Title: Chief Financial Officer
I have authority to bind the Region

**THE CORPORATION OF THE CITY OF
KITCHENER**

Per: _____
Name: Robert Gilmore
Title: Fire Chief
I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF
CAMBRIDGE**

Per: _____
Name: Jan Liggett
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Danielle Manton
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF
WATERLOO**

Per: _____
Name: Dorothy McCabe
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Julie Finley-Swaren
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
NORTH DUMFRIES**

Per: _____
Name: Sue Foxton
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Ashley Sage
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
WELLESLEY**

Per: _____
Name: Joe Nowak
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Grace Kosch
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
WILMOT**

Per: _____
Name: Natasha Salonen
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Jeff Bunn
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
WOOLWICH**

Per: _____
Name: Sandy Shantz
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Jeff Smith
Title: Clerk
I have authority to bind the Corporation

Schedule "A"

SYSTEM INFRASTRUCTURE (as at _____, 2021)

System infrastructure is defined as the overall radio system that all or some users may use that includes but is not limited to:

- Core services: servers, network equipment, firewalls, event managers, network transport and connectivity services, networking systems, and specialized clients to administer the radio system;
- Logging equipment that records and stores designated radio and telephone transmissions;
- Console equipment including the console hardware, client workstation, and associated network components;
- Facility components located at designed radio tower sites such as UPS and generator systems, HVAC, event monitoring systems, and physical shelters;
- Radio tower sites including, radio base stations, network components, antenna and feedline systems, grounding, guy wires, tower assessments;

Exceptions to system infrastructure includes but is not limited to:

- Custom system installations, upgrades, and expansions not authorized by the Governance Committee;
- The addition of features or components to the overall system infrastructure that are deemed to be unbeneficial to all users as determined by the Governance Committee, after consultation with the VRM;
- Accessories or non-owned WRPS equipment, including, computer workstations, console headsets, and third-party accessories not supported by Motorola.

Schedule “B”

BUDGET AND FINANCIAL TERMS

ANNUAL SYSTEM COSTS include those costs identified in Schedules B1 and B2 hereto, it being acknowledged that Schedules B1 and B2 may be amended from time to time to reflect changes to the ANNUAL SYSTEM BUDGET; all of which are generally described as follows:

SYSTEM INFRASTRUCTURE

- a) Staffing costs – compensation, benefits, overtime, fleet, cellular and desk phone devices, training, information technology, office supplies, uniform;
- b) Operating costs – costs for site hydro, facility, security, power generation, /operating leases, telecom and backhaul, ISED consolidated frequency licences and any other necessary LICENCES, replacement and repair of infrastructure parts, insurance, Motorola maintenance fees;
- c) Costs relating to the SYSTEM INFRASTRUCTURE referred to in Section 1.1(b) of the AGREEMENT;
- d) Contributions to the CONTINGENCY FUND as contemplated by Section 5.2 of the Agreement; and
- e) Administrative fee – costs associated with accounts receivable, accounts payable, finance, information technology, facility, legal, human resource, management services functions as approved by the Finance Committee.

PARTY’S GEAR / AGENCY’S GEAR FOR WHICH WRPS IS RESPONSIBLE (PURSUANT TO SCHEDULE D):

- a) Staffing costs – compensation, benefits, overtime, fleet, cellular and desk phone devices, training, information technology, office supplies, uniform
- b) Operating costs – maintenance contract, replacement of subscriber parts
- c) Recovery of Capital Costs relating specifically in the support of PARTY’S GEAR or AGENCY’S GEAR – fleet, mobile radios, portable radios, office equipment, information technology equipment, furniture
- d) Administrative fee – costs associated with accounts receivable, accounts payable, finance, information technology, facility, legal, human resource, management services functions as approved by the Finance Committee

The ANNUAL SYSTEM BUDGET will be determined by estimating costs for the items above for both SYSTEM INFRASTRUCTURE and PARTY’S GEAR / AGENCY’S GEAR. For greater certainty, capital costs associated with the purchase or replacement of the SYSTEM INFRASTRUCTURE at the end of its complete lifecycle, excluding the repair or replacement of components that constitute part of or may be required for the on-going operation and maintenance

of the current SYSTEM, are not included in the ANNUAL SYSTEM COSTS, which are the responsibility of the Region.

The ANNUAL SYSTEM BUDGET will be divided by the number of active radios outlined in the first quarter invoices. This will determine a budgeted rate per radio for SYSTEM INFRASTRUCTURE and PARTY'S GEAR / AGENCY'S GEAR expenses for which the PARTIES, with the exception of the LRT as referred to in section 3.2, are responsible. Subject to section 5.1 of the Agreement this rate will be utilized for that year's invoices. Each PARTY'S share of such expenses will be adjusted and all PARTIES' share will be reconciled in accordance with section 5.1. For the LRT, it will only be responsible to contribute to the SYSTEM INFRASTRUCTURE costs referred to above as are set out in Schedule B1, in such proportion as is determined by the Finance Committee and set out in the ANNUAL SYSTEM BUDGET.

In the case of a surplus it will be placed in the CONTINGENCY FUND as contemplated by Section 5.2 of the Agreement. In the case of a deficit, if it is necessary that such deficit be paid in the year in which it is incurred, it will: (a) be paid from the CONTINGENCY FUND, if any, as approved by the Governance Committee after consultation with the Finance Committee; and/or (b) be paid within that year by assessing each of the PARTIES a special levy in the same proportion as their contribution to the ANNUAL SYSTEM COSTS; and if it is not necessary that all or part of such deficit be paid in the year in which it is incurred, with the approval of the Governance Committee, all or part of it may be rolled into the next year's ANNUAL SYSTEM BUDGET.

Schedule "C"

DISPUTE RESOLUTION

Subject to doing so to avoid the expiration of an applicable statute of limitation, a PARTY shall not commence an arbitration or other legal proceeding against another in connection with any matter to which this Agreement relates, without first attempting to have a dispute resolved in the following manner

Any disputes:

- (a) between any PARTIES to the Agreement;
- (b) relating to a decision made by the Operations and Steering Committee or Governance Committee or the exercise of a veto by WRPS or a fire service pursuant to sections 4.2(h) or 4.2(i) of the Agreement;
- (c) any determination made by the VRM; or
- (d) the determination of a PARTY'S share of the ANNUAL SYSTEM COST

shall be resolved in the following manner:

A. Disputes between PARTIES or relating to decisions of the Operations and Steering Committee:

- A representative of the PARTY or PARTIES shall submit to the Chair of the Operations and Steering Committee in writing, a summary of the dispute.
- The Chair of the Operations and Steering Committee shall attempt to resolve the dispute.
- If the Chair does not or cannot resolve the dispute within thirty (30) calendar days after receipt of the PARTY'S or PARTIES' written submission the dispute shall be referred to the Governance Committee for resolution.
- If, in the next 30 days after the dispute is referred to the Governance Committee the Committee does not or cannot resolve the dispute, a PARTY may commence an appropriate arbitration specified herein.

B. Disputes relating to determination of a PARTY'S proportional share of the ANNUAL SYSTEM COST:

- A representative of the PARTY shall submit to the Chair of the Finance Committee in writing, a summary of the dispute.
- The Chair of the Finance Committee shall attempt to resolve the dispute.
- If the Chair does not or cannot resolve the dispute within thirty (30) calendar days after receipt of the PARTY'S written submission the dispute shall be referred to the Governance Committee for resolution.
- The Governance Committee shall attempt to resolve the dispute in the next 30 days to the satisfaction of the PARTY. If the Committee is unable to resolve the dispute to the satisfaction of the PARTY, the Committee shall render a decision on the dispute in the next 30 days.
- If the PARTY disagrees with the decision of the Governance Committee it may commence an appropriate arbitration specified herein.

C. Disputes arising from decision by the Governance Committee as set out herein

- Before commencing an arbitration relating to a decision of the Governance Committee, the affected PARTIES shall:
 - (a) ask for a review by the Governance Committee, in writing;
 - (b) if unresolved, elevate the issue to the CAO(s)/Chief(s) and head of Council or Board of each for further consideration of the PARTIES involved.

If the foregoing dispute resolution does not satisfactorily resolve a dispute listed or any other alleged breach of this Agreement by one or more PARTIES, the PARTIES agree that such shall be resolved by arbitration as set out in the *Arbitration Act, 1991* (or as replaced), or as modified by agreement of the disputing parties.

Schedule "D"

PARTY'S GEAR – RESPONSIBILITY

PARTY'S GEAR for which WRPS responsible to maintain:

Portable radio
Mobile radio
Fixed mobile radio
DVRS radio

PARTY'S GEAR for which PARTY responsible to purchase and maintain:

Portable radio accessories, including but not limited to: speaker mics, batteries, carry cases, antennas; PARTY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Mobile radio accessories, including but not limited to: mics, speakers, antenna cables, power cables, interface cables, emergency devices, antennas, mounting brackets; PARTY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Fixed mobile radio accessories, including but not limited to: mics, speakers, antenna cables, power cables, interface cables, emergency devices, antennas, mounting brackets, cable routing trays, building modifications; PARTY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

DVRS radio accessories, including but not limited to: filters, antenna cables, power cables, interface cables, antennas, mounting brackets; PARTY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Batteries, damage due to water damage, vandalism, normal wear and tear, acts of God.

SURPLUS PARTY'S GEAR

A PARTY that has surplus PARTY'S GEAR ("SURPLUS PARTY'S GEAR") may deliver it to WRPS, in which case:

- (a) The VRM will determine if such SURPLUS PARTY'S GEAR is usable and compatible with the SYSTEM. If it is not such SURPLUS PARTY'S GEAR will be returned to the PARTY;
- (b) If the SURPLUS PARTY'S GEAR is usable and compatible WRPS will record the PARTY as its owner and store and manage it in a secure location on behalf of its owner at no charge to the owner. While such SURPLUS PARTY'S GEAR is stored by WRPS, the VRM will from time to time determine if it remains usable and compatible with the SYSTEM and keep an inventory thereof, and any that is found to no longer be usable and compatible will then be returned to its owner. The VRM will share the initial inventory of compatible SURPLUS PARTY'S GEAR

with the PARTIES, and any updates made to the inventory on an annual basis.

Any PARTY wishing to purchase PARTY'S GEAR may inquire of the VRM if there is SURPLUS PARTY'S GEAR available for purchase and if so may purchase such SURPLUS PARTY'S GEAR by paying to the owner thereof the then current fair market value of the SURPLUS PARTY'S GEAR as may be agreed upon by both parties, upon which the inventory of SURPLUS PARTY'S GEAR available for purchase will be updated.

Note: Provided that there are no negative impacts to the SYSTEM or the other PARTIES' use, a PARTY may purchase the following, at their own expense, and such shall not be included as a PARTY'S GEAR:

- Custom installations, upgrades, and expansions not authorized by the VRM and/or Committees
- The addition of features or components to subscriber equipment that are not authorized by the VRM and/or Committees
- Third-party accessories not supported by Motorola and/or authorized by the VRM and/or Committees

Schedule “E”

DRAFT AGENCY AGREEMENT

Attached

(e) OUTSIDE SERVICE PROVIDER(S) – means service providers contracted with by the WRPS, on behalf of the AGENCY and OTHER PARTIES to assist in the service, maintenance, repair, etc. of the SYSTEM and/or the AGENCY’S GEAR (including at the time of entering into of this Agreement, Motorola);

(f) SYSTEM means the safety related radio communications system operated by WRPS to which the AGENCY is granted access to and the right use pursuant to this Agreement, as may be modified, replaced or upgraded from time to time, and includes the SYSTEM INFRASTRUCTURE but does not include the AGENCY’S GEAR;

(g) SYSTEM ADMINISTRATION means the general administration and management of the SYSTEM’s functionality and includes system settings and keys that control access to the SYSTEM by the AGENCY’S GEAR and, where the SYSTEM’s design accommodates encryption capabilities, control of the SYSTEM’s encryption keys;

(h) SYSTEM INFRASTRUCTURE means the essential components of the radio system which are required in order to provide two way radio services throughout the Regional Municipality of Waterloo to the AGENCY and the OTHER PARTIES but does not include the AGENCY’S GEAR .

(i) SYSTEM VENDOR means the primary vendor contracted with WRPS to provide, install, and maintain the SYSTEM. This definition includes all sub-contractors, and agents, engaged by the SYSTEM VENDOR to perform the duties as required by the contract. The current SYSTEM VENDOR is Motorola Inc.

(j) USERS means those, employees, agents, and contractors and persons authorized by the AGENCY from time to time to have access to and use of the SYSTEM.

(k) VOICE RADIO MANAGER (“VRM”) means the person employed by WRPS responsible for SYSTEM ADMINISTRATION, the day-to-day management of the SYSTEM, and PARTY’S GEAR and AGENCY GEAR support, who shall be the chair of the Operations and Steering Committee.

2. GRANT OF ACCESS AND RIGHT TO USE THE SYSTEM:

2.1 WRPS grants to the AGENCY, upon the terms and conditions set forth in this Agreement, the right to access the SYSTEM INFRASTRUCTURE and a non-transferable and non-exclusive license to use the SYSTEM.

2.2 The AGENCY acknowledges that WRPS's right to license the AGENCY to access and use the SYSTEM is subject to its compliance with the LICENCES and any restrictions contained therein.

2.3 WRPS warrants that it has the authority to grant to the AGENCY licenses necessary for the AGENCY to be able to access and use the SYSTEM.

OPERATION OF THE SYSTEM BY WRPS

3.1 WRPS is solely responsible for:

- (a) acquiring ownership of, lease rights to, or license rights in the SYSTEM INFRASTRUCTURE, and operating, maintaining and replacing as and when necessary, the SYSTEM INFRASTRUCTURE and the SYSTEM;
- (b) obtaining the authority to sublicense the AGENCY pursuant to this Agreement to use third party software which forms part of the SYSTEM INFRASTRUCTURE and is necessary in order to be able to use the SYSTEM;
- (c) developing, implementing and maintaining security safeguards relating to the use of the SYSTEM and monitoring the use of the SYSTEM by the AGENCY;
- (d) maintaining those elements of the AGENCY'S GEAR described in Schedule "A" hereto that is not maintained by its supplier;
- (e) ensuring that the SYSTEM VENDOR maintains and updates the SYSTEM software and SYSTEM INFRASTRUCTURE which is owned by it or for which it is responsible;

3.2 WRPS further agrees with the Agency:

- (a) to ensure that the AGENCY is provided with current and up to date contact information for the VRM.
- (b) Not to make any functional change to the SYSTEM and SYSTEM INFRASTRUCTURE that may adversely affect the AGENCY'S use of the SYSTEM and SYSTEM INFRASTRUCTURE without due notice being given to the AGENCY, except in the case of EMERGENCY REPAIRS, or in the circumstances contemplated by section 3.4.

3.3 In connection with its obligation to develop, implement and maintain security safeguards relating to the use of the SYSTEM WRPS is authorized to:

- (a) implement specific procedures concerning the use of the SYSTEM, to be adhered to by the AGENCY so as to ensure that LICENSES included in the SYSTEM INFRASTRUCTURE are complied with by the AGENCY, and to mitigate against the use or misuse of the SYSTEM by the AGENCY or the failure of the AGENCY to comply with its obligations under this Agreement resulting in damage to the SYSTEM or the SYSTEM INFRASTRUCTURE;
- (b) monitor compliance by the AGENCY with implemented procedures relating to the use of the SYSTEM and whether the AGENCY is complying with such procedures and its obligations under this Agreement;
- (c) approve the AGENCY'S GEAR to ensure its suitability and compatibility with the

SYSTEM;

- (d) audit the number of radios included in the AGENCY'S GEAR.

3.4 The AGENCY acknowledges and agrees that WPRS shall have the unilateral right without advance notice to the AGENCY, to immediately terminate the AGENCY'S right to access the SYSTEM if WRPS determines acting reasonably that the ability of the OTHER PARTIES to access or use the SYSTEM is at imminent risk of being terminated as a result of an act or omission of the AGENCY or a breach by the AGENCY of its obligations under this Agreement. Should such termination occur, WRPS agrees to notify the AGENCY as soon as possible of the termination and work diligently with the AGENCY to correct the situation which necessitated the termination as quickly as possible.

3.5 It is acknowledged and agreed to by the AGENCY that:

- (a) WRPS makes no representation and provides no warranty regarding the functionality of the SYSTEM or the good working order of the SYSTEM, or that the AGENCY'S use of the SYSTEM and access to the SYSTEM will be uninterrupted or error-free;

- (b) WRPS will not be liable to the AGENCY for:

- (i) any modifications to or suspension or discontinuance of the AGENCY'S right to use the SYSTEM;

- (ii) any damages whatsoever, including, direct, indirect, special, incidental, consequential or punitive including, without limitation, any lost revenues, physical injury or death, arising out of or in connection with or as a result of the AGENCY'S use of the SYSTEM or failure of performance of the SYSTEM, WRPS terminating the AGENCY'S ability to access the SYSTEM pursuant to section 3.4, delays, interruptions, communication line or systems failures including communication malfunctions that affect the ability to use the SYSTEM, or the transmission, accuracy or timeliness of information, material, messages, or instructions of the AGENCY and its authorized users of the SYSTEM, or the inability to access, at any time, any part of the SYSTEM, or for any harm or loss to the AGENCY'S computer records or data, howsoever caused, including by viruses, "worms", "Trojan horses" or other similar intrusive, disruptive or destructive programs or files, or the failure of WRPS to report to any third party supplier or licensee of the any component of the SYSTEM INFRASTRUCTURE a failure in any component of the SYSTEM INFRASTRUCTURE of which WRPS has been notified;

- (iii) the interception, loss or disclosure of confidential or sensitive information transmitted over the Internet;

- (iv) the lack of suitability, reliability, timeliness or availability of the SYSTEM or any component of the SYSTEM INFRASTRUCTURE.

4. OBLIGATIONS OF THE AGENCY

4.1 The AGENCY covenants and agrees with WRPS as follows:

- (a) To be responsible for the purchase, and replacement of the AGENCY'S GEAR , and the maintenance of those components of the AGENCY'S GEAR described in Schedule "A" hereto that is not maintained by WRPS or the supplier of the AGENCY'S GEAR.
- (b) To be responsible for the licencing of its AGENCY'S GEAR .
- (c) To have all AGENCY'S GEAR authorized for operation on the SYSTEM by WRPS, prior to its use. Upon submission of AGENCY'S GEAR for such authorization WRPS will carry out such inspections, tests and programming as may be required to ensure that the AGENCY'S GEAR is suitable and compatibility for operation on the SYSTEM. WRPS will provide notice in writing to the AGENCY that its AGENCY GEAR is authorized for operation on the SYSTEM, effective on the date of the notice.
- (d) To be responsible in all respects for the access to and use of the SYSTEM by its USERS. In this regard, and without limitation, to take all steps necessary to ensure that only USERS who have been authorized and have been adequately trained on the use of the SYSTEM and the AGENCY'S GEAR shall have access to the AGENCY'S GEAR and the SYSTEM, and to ensure that internal controls are in place to ensure that any person who is not authorized to access and use the AGENCY'S GEAR and SYSTEM is not able to do so; and to advise WRPS of any unauthorized access to or use of the AGENCY'S GEAR or the SYSTEM, immediately upon becoming aware thereof.
- (e) To advise WRPS of any event or thing that would compromise the system or equipment security or integrity, including but not limited to the loss or theft of equipment, the compromising of AGENCY'S GEAR encryption codes, the introduction of any by viruses, "worms", "Trojan horses", malware or other similar intrusive, disruptive or destructive programs or files in its AGENCY'S GEAR or the SYSTEM INFRASTRUCTURE that could affect the SYSTEM, immediately upon becoming aware thereof. In the event of the failure of the AGENCY to fully comply with this provision results in the SYSTEM or its security being compromised the AGENCY shall be responsible for any costs to address and mitigate such, including but not limited to any call out costs of staff, third party costs (e.g., Motorola), reprogramming radios, etc.
- (f) To collaborate with the OTHER PARTIES and WRPS regarding any request made to the AGENCY for information or data stored in its systems under the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M. 56 to ensure that information that is the property of or intended to be exclusively controlled by another party is not improperly disclosed.
- (g) To advise the VRM of any additions to the number of the AGENCY'S portable radios and mobile radios that are equipped for use on the SYSTEM, whether or not they are regularly being used by the AGENCY.

- (h) Due to the fact that the System is a closed network, not to modify, add or remove any features from any of its AGENCY GEAR, or any interface connection to the network through which the SYSTEM is accessed without the VRM's consent.
- (i) To at all times ensure that the VRM and such other persons employed by WRPS as are authorized by the VRM have "Administrator Rights" to its internal computer systems so as to allow such persons to audit and monitor the use the SYSTEM by the AGENCY and its USERS to ensure that such use is in compliance with this Agreement.
- (j) To pay to WRPS the fees set out in Schedule "B", which are based on the number of radios included in the AGENCY'S GEAR from time to time, in accordance with Schedule "B".
- (k) To report to the VRM or as otherwise directed by the VRM any failures in the SYSTEM, who shall determine the appropriate action to be taken. Failures in the SYSTEM shall not be reported by the AGENCY directly to the SYSTEM VENDOR, unless the VRM fails to advise the AGENCY within 72 hours of being notified of the failure, of corrective action being taken.
- (l) To at all times fully comply with the procedures established by WRPS from time to time concerning the use of the SYSTEM.
- (m) To not introduce or connect unauthorized or incompatible equipment or software to the AGENCY GEAR or to the SYSTEM.
- (n) To immediately upon receiving notice from WRPS or the VRM, shut down or disconnect any of its AGENCY GEAR, equipment or software connected to the SYSTEM which in any manner is found to be causing interference, impairment or damage to the SYSTEM, until such time as it can be operated without causing interference or damage to the SYSTEM.
- (o) To indemnify defend and hold harmless WRPS against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained or incurred by WRPS which in any way relates to the subject matter of this Agreement and is caused by the AGENCY'S failure to fully comply with its obligations under this Agreement, or any act, omission, negligence or willful misconduct resulting from or relating to the use of the SYSTEM by the AGENCY or its USERS.

5. OWNERSHIP

5.1 The AGENCY acknowledges that it has no ownership interest in or any greater rights to the SYSTEM or the SYSTEM INFRASTRUCTURE, than are granted by this Agreement.

6. TERM

6.1 The terms of this Agreement shall commence on the date it is signed and shall continue in effect until it is terminated in accordance with this Agreement.

6.2 The AGENCY may terminate this Agreement upon giving notice in writing to WRPS no later than the 31st day of August in any year, provided always that the effective date of termination shall be the 31st day of December in the year after written notice was given.

6.3 WRPS may terminate this Agreement if the AGENCY has breached the terms of this Agreement, upon giving no less than 120 days notice in writing of such termination; provided always that this shall not in any way limit the rights of WRPS under any other section of this Agreement and in particular section 3.4, during such notice period.

6.4 The AGENCY shall continue to be required to fulfill all obligations under the terms of this Agreement, including payment of fees in accordance with Schedule "B" until the effective date of termination.

6.5 Unless terminated earlier by WRPS pursuant to the terms of the Agreement, upon effective date of termination the AGENCY shall have no further rights to access the SYSTEM INFRASTRUCTURE or the SYSTEM.

7. NOTICE

7.1 Any notice under this AGREEMENT shall be in writing and shall be served personally, by regular mail, by facsimile transmission, or by e-mail upon each of the PARTIES at the following addresses:

[Contact information for PARTIES to be added]

7.2 Receipt of notice given in the prescribed manner shall be deemed on:

- (a) the date of actual delivery of a personally served document on the last PARTY to be provided with the notice; or
- (b) the business day next following the date of facsimile transmission or e-mail; or
- (c) five (5) days following the date of mailing of the notice.

7.3 It shall be the responsibility of each PARTY to ensure that each of the other PARTIES has its current contact information for the purposes of giving any notice.

8. GENERAL

8.1 In the event that any covenant or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement, which shall otherwise remain in full force and effect.

8.2 Subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990 c. M.56 (or successor legislation), WRPS and the AGENCY shall not divulge any information of which they have knowledge to be confidential to the other, whether communicated to or acquired by them in as a result of the use of the SYSTEM by the AGENCY. No such information shall be used by either party in any way without the written approval of the other.

8.3 The Schedules to this Agreement form part of this Agreement. This Agreement and its Schedules contains the entire agreement between the parties with respect to the operation and maintenance of the SYSTEM following the date of signing and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or undertaking, whether oral or written, other than as set forth in this Agreement with respect to the subject matter of this Agreement.

8.4 No supplement, amendment or waiver of or under this Agreement (excepting notice of change of address as contemplated in Section 7) shall be binding unless executed in writing and no waiver by a party of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.

8.5 Notwithstanding anything in this Agreement , a party shall not be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party, unless such lack of control results from a deficiency in financial resources.

8.6 This Agreement may not be assigned in whole or in part by the AGENCY.

8.7 Time shall be of the essence of this Agreement.

8.8 This Agreement may be executed in counterparts and all counterparts shall for all purposes constitute one Agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement.

The Regional Municipality of Waterloo Police Services Board

Per: _____

Chief of Police, Waterloo Regional Police Service
I have authority to bind the Board

[Name of Agency]

Per: _____

Name:

Office:

I have authority to bind the Agency

Schedule "A"
To Agency Agreement

AGENCY GEAR – RESPONSIBILITY

AGENCY GEAR for which WRPS responsible to maintain:

Portable radio
Mobile radio
Fixed mobile radio
DVRS radio

AGENCY GEAR for which AGENCY responsible to purchase and maintain:

Portable radio accessories, including but not limited to: speaker mics, batteries, carry cases, antennas; AGENCY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Mobile radio accessories, including but not limited to: mics, speakers, antenna cables, power cables, interface cables, emergency devices, antennas, mounting brackets; AGENCY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Fixed mobile radio accessories, including but not limited to: mics, speakers, antenna cables, power cables, interface cables, emergency devices, antennas, mounting brackets, cable routing trays, building modifications; AGENCY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

DVRS radio accessories, including but not limited to: filters, antenna cables, power cables, interface cables, antennas, mounting brackets; AGENCY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Batteries, damage due to water damage, vandalism, normal wear and tear, acts of God.

Schedule "B"
To Agency Agreement

FEES PAYABLE BY AGENCY

TERMS

The AGENCY agrees to pay to WRPS \$_____ per quarter year, per radio included in the AGENCY GEAR as determined by the Agency by taking inventory on the first day of the term of this Agreement, and thereafter on the first day of each quarter year.

The AGENCY shall advise WRPS of the number of radios included in the AGENCY GEAR within 15 days of the taking each inventory, following which WRPS shall issue an invoice to the AGENCY to be sent to the Agency by way of e-mail or other electronic transmission, payment of which shall be due within 30 days of issuance.

The AGENCY acknowledges that WRPS may at any time audit the number of radios included in the AGENCY GEAR.

Schedule “F”

LRT (ION) Contribution – 2022 Budget

For 2022 Budget, there were two rates. One per active radio for Infrastructure and one per active radio for End User Gear Support. For all agencies except Ion, they are charged the \$1,132 per radio (both infrastructure and subscriber). For Ion only, they are charged the Infrastructure rate only of \$846 per radio due to them having a separate contract to support their end user gear (ie. radios, etc.)