
AFRRCS Agency Handbook

Section: Migration Documents

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HANDBOOK REVISION HISTORY

Version	Date	Modified By	Section Revised
0.1	July 22, 2015	BS	First Draft
1.0	January 5, 2016	BS	First version, removed drafts.
2.0	July 09 2018	CB	Revised and Updated Migration Documents <ul style="list-style-type: none"> • Agency Administrator Application Form (New) • Agency User Access Request Form (New) • Coverage Acceptance Form (New) • Requirements Gathering Form (Updated) • First Responder Access Agreement (Updated) • Secondary Responder Access Agreement (Updated) • Shared Talkgroup Form (New) • Distribution Key Request Form (New)

Agency Administrator Definition:

The agency administrator for an agency is the contact person who liaises with AFRRCS to request system access rights to AFRRCS. The agency administrator's responsibilities are outlined in Section B of the Agency Administrator Agreement.

The following identifies the steps to create and authorize a new agency administrator, amend the information provided regarding an existing agency administrator, or delete an agency administrator's privileges. All required information must be complete and accurate.

Instructions for Completion of this Form and System Setup

Step 1 - Section A – the Agency Administrator Application – to be completed by the prospective agency administrator for an agency.

Step 2 - Section B – the Agency Administrator Agreement – is a legal document in which the applicant agrees to be an agency administrator for the agency(s), at the facility listed in Section A, and also agrees that they will comply with the terms and conditions listed.

Step 3 - Submission of Agency Administrator Application to AFRRCS. – AFRRCS will receive the form and assign Agency Administrator Status to the applicant

Step 4 – UAS Creation – to be completed by the authorized agency administrator in order to create the agency and its ranges in the UAS.

Step 5 - Agency User Access Request form – to be completed by the authorized agency administrator in order to grant access to AFRRCS and its available applications. Please note: when the technical administrator requests a user ID, **the Agency User Access Request form must be signed by the Agency Administrator.**

The personal information on this form is collected and used for the purpose of obtaining Agency Administrator status.

The information will only be disclosed to authorized AFRRCS staff involved in processing requests. Collection is authorized under section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act and managed and protected in accordance with the Act. Questions about the collection can be directed to the Manager of OMS Finance Contracts and Records, 30 Sir Winston Churchill Avenue, St. Albert Alberta, T8N 3A3, (780) 458 1393

Section B – Agency Administrator Agreement

As an agency administrator for AFRRCS, I agree to:

1. Keep confidential any individually identifying information made available to myself as an access administrator and in doing so, comply with all statutory, regulatory and policy requirements.
2. Assist the organization’s technical administrators in completing their User ID Application Access Request form (MIG390).
3. Collect External User Application Access Request forms (MIG390), submit them to AFRRCS upon completion, and retain copies.
4. Distribute secure radio keys received from AFRRCS to vendors for daughter key(s).
5. Identify users no longer requiring access; notify AFRRCS by completing and sending the Agency User Access Request form (MIG390) for deletion of user access.
6. Immediately notify AFRRCS if my responsibilities no longer require me to be an access administrator.
7. Acknowledge that unauthorized disclosure of individually identifying information obtained through AFRRCS applications may result in:
 - notification of any inappropriate use to the administrator’s employer;
 - penalties as described in relevant legislation;
 - disciplinary action;
 - termination of the administrator’s ability to authorize users to access the application(s); and
 - notification of any inappropriate use to AFRRCS Governance.

I agree to be my organization’s agencies administrator for the above noted application, and have read, understand, and agree to comply with the above noted terms and conditions.

Applicants Full Name _____ Position _____

Date (yyyy-mm-dd) _____ Applicant’s Signature _____

__ Agency Administered form is complete (Section A and B)

Section C – AFRRCS Approval

AFRRCS Representative _____

Signature _____

Date

Business Phone Number

Agency:

Agency Key Code:

To be completed by the Agency Administrator:

Request type:

<input type="checkbox"/> Add New User	<input type="checkbox"/> Update Existing User Information	<input type="checkbox"/> Cancel User
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*Mandatory

Information Required

Privilege Level Requested:

Technical Administrator Information

Agency (Agency Number & Name as it appears in UAS) *:

First name*:	Initials:	Last name*:
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Company (individual is employed by, if different than Agency) *:

Department

Job Title*:

Office Telephone Number*:	Cell/Mobile Number*:
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e-mail*:

Company Address

Address:

Town/City:

Province:

Postal Code:

Notes

Requested:	Privilege Level:	Agency(s) Privilege Requested for:	Description:
<input type="checkbox"/>	Technical Administrator		Responsible for configuring a user Agency in the Universal Access System. This Privilege if improperly used can result in an agencies inability to use AFRRCS
<input type="checkbox"/>	Crypto Officer		Responsible for creating and administering agency Crypto Nets. This Privilege if improperly used could result in restricting an agency’s ability to use encrypted talk groups, or could expose secure communications

By signing below the manager or agency representative for the requesting individual confirms that a successful criminal record check has been conducted, from an authoritative enforcement agency for the above named individual.

Agency Administrator/Company Manager:	Agency Administrator/Company Manager Signature:	Date:

To be completed by AFRRCS Personnel

This section to be completed by AFRRCS Approver:

AFRRCS Approver:	Signature:	Date:

This section to be completed by AFRRCS Administrator:

Completion Detail:

VPN Access:

User ID Assigned:	Administrator:	Date Provisioned:	Assigned Password:	Date Sent:

UAS Access:

User ID Assigned:	Administrator:	Date Provisioned:	AFRRCS Assigned Password:	Date Sent:

Notes:

1. One form per user request.
2. An e-mail will be sent to both the Requestor and Requestor’s Manager of the Completion Details.
3. It is recommended that New Users change their Passwords upon initial successful Log-In.

AFRRCS Coverage Offering Acceptance Form [Insert Agency Name]

Prior to agencies signing an AFRRCS Access Agreement the Agency should conduct voice call coverage testing within its operational area. This form documents the Agency's diligence in evaluating and determining the suitability of the AFRRCS coverage offering against the Agency's operational needs.

To perform this testing AFRRCS recommends the Agency:

1. Contact the Agency's radio vendor to obtain demo radios
2. Ensure the radios are equipped according to the agency's criteria
3. Test the AFRRCS coverage by:
 - a. Leaving one radio in a stationary location;
 - b. Navigating throughout the operational area with the additional radio(s) while placing voice calls to the stationary radio from as many different locations as necessary to satisfy the agency's due diligence requirement.

If the AFRRCS coverage meets the Agency's operational requirements please fill in the remainder of the form, sign, and return to your AFRRCS Transformation Consultant

If the AFRRCS coverage offering as tested, Does Not Meet agency requirements please contact your Transformation Consultant to review the potential options before signing an AFRRCS Access Agreement.

Comments about the agency's acceptance:	
Recorded shortfalls of coverage testing (if any):	
Agency Administrator:	<p>AFRRCS coverage has been measured against the agencies acceptance criteria and AFRRCS coverage is accepted as offered by the Agency.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date: _____</p>

AFRRCS Agency Requirements Gathering Form

This form has been compiled to inform the AFRRCS migration team about agency specific information that is pertinent to developing and assisting with a successful migration project and used for load predictions on the system.

1 Agency Information

Agency Name	
Agency Point of Contact (POC) Name / Title for this form.	
POC Phone for this form.	
POC Work Email for this form.	

2 AGENCY AND USERS

2.1 Agency type? EMS, Fire, Law Enforcement, Other First Responder , Secondary Responder

2.2 How many portable radios will be used on AFRRCS (provide annual growth percentage expected as well as any known significant jumps in growth that may happen in the short and long term)? *

2.3 How many mobile radios will be used on AFRRCS (provide annual growth percentage expected as well as any known significant jumps in growth that may happen in the short and long term)? *

*Note that only radios on the AFRRCS permitted radio list can be used on AFRRCS

3 CURRENT OPERATIONAL AREA

3.1 Indicate current maps of entire operational area (provide as attachments).

4 USAGE PATTERNS

4.1 What is the current number of simultaneous calls and users in each location during normal operations?

4.2 Are there factors that influence the number of users and patterns of use (Friday nights, summer, long weekends etc.)?

4.3 What is the maximum number of radios that can be deployed during a large scale event?

4.4 What locations require the capacity to handle higher traffic volumes?

5 DISPATCH

5.1 Will dispatch on AFRRCS be performed by a contracted service provider?

5.1.1 If yes, has the contracted service provider been notified of the interest in using AFRRCS?

5.1.2 Point of contact name and number of contract service provider.

5.2 If dispatch is done in house:

5.2.1 How will the dispatcher alert a station or individual member?

5.2.2 Number and location(s) of AFRRCS dispatch center(s)?

5.2.3 Will you have a backup dispatch facility? What is the location/provider of the backup capability?

5.2.4 Number of consoles in the dispatch center?

5.2.5 Number of dispatchers that will be on each shift during normal operation? Maximum number of dispatchers during an emergency?

5.2.6 What Interfaces are required to subsystems (e.g. voice logger, CAD, GPS)?

6 Other

6.1 Will encrypted communications be required?

6.2 Will an in building coverage system be required?

6.3 Will any other data functions be used on the system?

AFRRCS ACCESS AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Service Alberta
(the “**Province**”)

- and -

First Responder Agency Legal Name
(the “**First Responder**”)

WHEREAS:

- A. The Province has purchased and constructed a land mobile radio system, the Alberta First Responders Radio Communications System (“**AFRRCS**”), for the purposes of supporting public security and public safety. AFRRCS is owned and operated by the Province and is to be used by the First Responder only for the purposes of supporting public security and public safety, and on a fee-free basis (without compensation).
- B. AFRRCS usage is governed by the AFRRCS Governance Council. AFRRCS Governance Council has the authority to approve, publish and amend policies and procedures that ensure the inter-operability and effectiveness of AFRRCS for all AFRRCS users.
- C. The Province and the First Responder (each, a “**Party**” and collectively, the “**Parties**”) wish to enter into this AFRRCS Access Agreement (the “**Agreement**”) for the Province to provide the First Responder with access to AFRRCS for the purpose of public safety communications.

NOW THEREFORE in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are irrevocably acknowledged, the Parties agree as follows:

Access

- 1. The Province shall provide the First Responder with access to AFRRCS. The First Responder will be provided access to AFRRCS until December 31, 2031 (the “**Term**”) unless terminated earlier or extended in accordance with this Agreement.
- 2. Upon mutual agreement, this Agreement may be extended for up to five (5) years under the same terms and conditions set out herein. The Parties must provide notice of their intention to extend this Agreement no later than ninety (90) days prior to the expiration date of the Term.

Technical Attributes and Limitation of Liability

3. The First Responder acknowledges that the Province has made every attempt to provide AFRRCS on the basis of the technical specifications set out in Schedule “A” (“**Technical Attributes**”), which is attached to and forms part of this Agreement but AFRRCS is provided on an “as is” basis and the Province shall not be responsible for any variations in quality, service, or availability of AFRRCS nor for any damages arising from the First Responder’s use of AFRRCS. The Province may amend the Technical Attributes at any time with prior notice to the First Responder.

Permitted Uses and No Compensation

4. The First Responder shall only use AFRRCS for the purposes of supporting public security and public safety and AFRRCS shall be provided on a fee-free basis.

Policies and Procedures

5. The First Responder shall take reasonable efforts to comply with all applicable policies and procedures governing the use of AFRRCS, established by the AFRRCS Governance Council, the Province or its designated agents.

Applicable Laws

6. The First Responder shall comply with any applicable laws regarding the ownership, use and licensing of their radio devices or use of AFRRCS by the First Responder..

Prohibited Activities

7. The First Responder shall not engage in any activities which degrade the quality or functionality of AFRRCS, including but not restricted to the following:
 - (a) use of AFRRCS for purposes other than supporting public security and public safety;
 - (b) conducting over the air programming, over the air rekeying, telephone interconnect conversations without prior approval of the Province;
 - (c) use of non-voice applications without prior written approval of the Province; and
 - (d) use of common event ‘talkgroups’ for monitoring events which the First Responder is not an active participant.

First Responder Equipment and Services

8. The First Responder acknowledges and agrees that it shall be responsible for the purchase, ownership, installation, configuration, maintenance, and licensing of any devices or services that the First Responder needs to access AFRRCS including any related costs and fees.

Replacement of Minister’s Equipment

9. The First Responder agrees that it shall be responsible for ensuring the physical security of any equipment belonging to the Minister that is located on the premises or within the possession of the First Responder, its employees, and agents

(“**Borrowed Minister Equipment**”). The First Responder agrees that it shall pay the cost of replacing any of the Borrowed Minister Equipment that is damaged, excluding reasonable wear and tear, and requires replacement in the opinion of the Minister and at the Minister’s sole discretion.

End User Support

- 10. The First Responder acknowledges and agrees that it shall be responsible for providing any end user support that its employees and agents may require with respect to AFRRCS.

Dispute Resolution

- 11. In the event of a dispute arising from the interpretation or operation of this Agreement, it will be referred to the Parties' representatives set out below, who will use their reasonable efforts to resolve the matter amicably. If either Party believes that such negotiation has failed, that Party may refer the matter to the following persons:

For The First Responder	For the Province
	Assistant Deputy Minister Service Alberta Main Floor Access Building 3720 – 76 Avenue Edmonton, AB T6B 2N9 Phone: (780) 644-8414 Fax: (780) 638-5947

The Parties agree that the Province shall be entitled to render the final decision, in its sole discretion, on any disputes and dispute resolution processes.

Indemnity

- 12. The First Responder shall indemnify and hold harmless the Province, its employees and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the First Responder is legally responsible that arise from or relate to the provision of access to AFRRCS or any other obligation under this Agreement.
- 13. The Province shall indemnify and hold harmless the First Responder, its employees and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Province is legally responsible that arise from or relate to the provision of access to AFRRCS or any other obligation under this Agreement.

Freedom of Information and Protection of Privacy Act

- 14. The First Responder acknowledges that this Agreement, including the name of the First Responder, the consideration, term and details of the Services, may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (Alberta), (the “**FOIP Act**”). The First Responder further acknowledges that the

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FOIP Act applies to information obtained, generated, collected, or provided for the Province under this Agreement, and agrees to adhere to the FOIP Act in its collection, use and disclosure.

Confidentiality

15. For the purposes of this section:

- (a) “**Confidential Information**” of a Party means the Party’s confidential or proprietary information or material that may be acquired by, or become available to, the other Party as a result of the matters referred to in this Agreement and includes:
 - (i) information contained in the data management systems of the Party;
 - (ii) financial, operational, personal or business information, records and plans of or relating to the Party or third parties (including any other users of the AFRRCS);
 - (iii) health information as defined in HIA and personal information as defined in the FOIP Act, if applicable;
 - (iv) any information which is required to be kept confidential by statutory or regulatory requirements; and
 - (v) any information that the disclosing Party advises the receiving party in writing is confidential or is marked or labelled confidential.
- (b) “**HIA**” means the *Health Information Act* (Alberta) and any regulations made thereunder, as may be amended from time to time.

16. Each Party acknowledges that it may come into possession of Confidential Information of the other Party. Accordingly, each Party agrees that it shall:

- (a) hold, and shall cause its directors, officers, members, employees, agents, representatives and affiliates (the “**Representatives**”) to hold, all Confidential Information of the other Party in strict confidence;
- (b) not collect, use, transmit or disclose the Confidential Information of the other Party to anyone other than to its Representatives and then only to the extent that such Confidential Information is directly required to be disclosed with respect to matters addressed in this Agreement; and
- (c) use all reasonable efforts to protect the other Party’s Confidential Information against unauthorized access, use or disclosure.

17. In the performance of obligations under this Agreement, the Parties shall comply, and shall ensure that their respective Representatives comply, with the provisions of any applicable federal and provincial privacy legislation including the FOIP Act and HIA.

- 18.** Except for any health information as defined in HIA or personal information as defined in the FOIP Act, the foregoing obligations of confidentiality and non-use shall not apply to Confidential Information that the receiving Party can demonstrate:
- (a) was known to the receiving party prior to its receipt from the other Party as demonstrated by written records;
 - (b) becomes known to the public through no fault of or action by the receiving Party; or
 - (c) is obtained by the receiving party from a third party who is not under an obligation of confidentiality and has a lawful right to make such disclosure.
- 19.** If a Party or any of its Representatives are required by law to disclose any of the other Party's Confidential Information, then that Party shall provide the other Party with prompt written notice of same so that the other Party may seek a protective order or other appropriate remedy.

Termination

20. Termination with Cause:

- (a) Any of the following events will constitute an Event of Default (“Event of Default”):
 - (i) the First Responder fails to materially observe, perform or comply with any provision of this Agreement;
 - (ii) the First Responder fails to take reasonable measures to comply with any and all policies and procedures in accordance with section 5 of this Agreement; or
 - (iii) the First Responder engages in any of the prohibited activities set out in section 7 of this Agreement.
- (b) On the happening of an Event of Default, the Minister shall provide written notice to the First Responder of the Event of Default setting out:
 - (i) the details of the Event of Default;
 - (ii) what actions must be taken or ceased by the First Responder in order to cure the Event of Default; and
 - (iii) a deadline by which the Event of Default must be cured.

If, at the Minister’s sole discretion, the Minister determines that the First Responder has failed to cure the Event of Default by the deadline set out in notice, the Minister may immediately terminate this Agreement.
- (c) On the happening of an Event of Default, and in addition to or instead of the measures set out in subsection (b), and at the Minister’s sole discretion, the

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Minister may immediately suspend the First Responder’s, or any of its user’s access to the AFRRCS, until the Event of Default is cured.

Termination without Cause:

- (a) The Minister may, without cause, terminate this Agreement, upon two (2) years prior written notice to the First Responder.
- (b) The First Responder may, without cause, terminate this Agreement, upon two (2) years prior written notice to the Minister.

Events upon termination

- 21. Upon termination of this Agreement, each Party shall:
 - (a) transfer and delete any Confidential Information of the other Party to such Party, and
 - (b) follow any directions of the other Party regarding the transfer and deletion of the Confidential Information of such Party.

Notice

- 22. Any notice to be made under this Agreement that is to be made in writing is effective when personally delivered to the address or transmitted by fax to the fax number as follows:

First Responder:	_____
Address:	_____

Attention:	_____
Fax:	_____
Province:	AFRRCS
Address:	St. Albert Provincial Building 30, Sir Winston Churchill Avenue St. Albert, AB T8N 3A3
Attention:	Manager Operations
Fax:	780-644-8424

Designated Representatives

- 23. The Province designates Manager, Operations, AFRRCS of Service Alberta as the Province’s representative and the First Responder designates [insert title of designated representative] for ongoing contact between the Province and the First Responder in matters relating to this Agreement.

General

- 24. Time is of the essence of this Agreement.

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25. This Agreement contains the entire agreement between the parties concerning the subject matter of this Agreement and except as express in this Agreement, there are no other understandings or agreements, verbal or otherwise that exist between the parties.
26. The parties may amend this Agreement only by written agreement signed by the parties.
27. This Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of Alberta.
28. The First Responder shall not assign this Agreement and shall not allow third parties access to AFRRCS, without the prior written consent of the Province.
29. The First Responder shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the First Responder or its employees, subcontractors or agents in relation to AFRRCS, and AFRRCS shall be used in accordance with high ethical standards. In the event the First Responder becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the First Responder's use of AFRRCS, the First Responder shall immediately disclose such matter to the Province in writing.
30. The First Responder is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee, partner or agent of the Province and it is not the intention of the parties to create a joint venture arrangement.
31. Notwithstanding any other provision of this Agreement, those sections which by their nature continue after the conclusion or termination of this Agreement shall continue after such completion or termination, including without limitation the following:
 - (a) Section 3 Technical Attributes and Limitation of Liability,
 - (b) Section 9 Replacement of Minister's Equipment,
 - (c) Sections 12 and 13 Indemnity,
 - (d) Section 14 Freedom of Information and Protection of Privacy,
 - (e) Sections 15 to 19 Confidentiality,
 - (f) Section 21 Events upon Termination
 - (e) Sections 27 and 31 General
32. This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The parties have made this Agreement by the representatives authorized to do so on the respective dates shown below.

[signatures on following page]

**HER MAJESTY THE QUEEN IN
RIGHT OF ALBERTA, as represented
by the Minister of Service Alberta**

[First Responder Agency Legal Name]

Per:

Per:

Signature

Signature

Mike Quann

Print Name

Print Name

Director – AFRRCS Operations and
Maintenance

Title

Title

Date

Date

Schedule “A”: Technical Attributes

Availability

Availability only refers to AFRRCS owned and operated components and all components provided by the First Responder are excluded from availability considerations.

- The Regional Switch Centres will be operated at four “9”s, meaning there will be no more than 57 minutes’ outage annually.
- Any *radio site* will be operated at three “9”s meaning there will be no more than 8.75 hours’ outage on any site annually.

Coverage

The coverage area is defined as the First Responder’s geographical area of jurisdictional responsibilities.

Within the coverage area, AFRRCS will provide the following coverage:

- AFRRCS commits to provide 95% outside portable coverage on any street, road, avenue, freeway that the public is entitled to use for the passage of vehicles, excluding any segments that are covered or enclosed, in any community identified as being covered in the supplied portable coverage map; and, 95% mobile coverage for any existing primary or secondary road in the supplied mobile coverage map.

Grade of Service (GoS)

AFRRCS grade of service is a measurement used to quantify system loading. It represents as a percentage, a radio user’s ability to access the system considering existing radio traffic volumes. The percentage represents the probability of being “delayed” access due, to the unavailability of radio channels to support the calls.

- AFRRCS has identified that the GoS objective shall be *3% or less* of calls queued during the busiest hour of a calendar quarter.

Additional information regarding each technical attribute identified above is contained in either the AFRRCS minimum service levels document or the AFRRCS Coverage Map.

AFRRCS ACCESS AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Service Alberta
(the “**Province**”)

- and -

Responder Agency Legal Name
(the “**Responder**”)

WHEREAS:

- D. The Province has purchased and constructed a land mobile radio system, the Alberta First Responders Radio Communications System (“**AFRRCS**”), for the purposes of supporting public security and public safety. AFRRCS is owned and operated by the Province and is to be used by the Responder only for the purposes of supporting public security and public safety, and on a cost-recovery basis.
- E. AFRRCS usage is governed by the AFRRCS Governance Council. AFRRCS Governance Council has the authority to approve, publish and amend policies and procedures that ensure the inter-operability and effectiveness of AFRRCS for all AFRRCS users.
- F. The Province and the Responder (each, a “**Party**” and collectively, the “**Parties**”) wish to enter into this AFRRCS Access Agreement (the “**Agreement**”) for the Province to provide the Responder with access to AFRRCS for the purpose of public safety communications.

NOW THEREFORE in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are irrevocably acknowledged, the Parties agree as follows:

Access

33. The Province shall provide the Responder with access to AFRRCS. The Responder will be provided access to AFRRCS until December 31 2031, (the “**Term**”) unless terminated earlier or extended in accordance with this Agreement.
34. Upon mutual agreement, this Agreement may be extended for up to five (5) years under the same terms and conditions set out herein. The Parties must provide notice of their intention to extend this Agreement no later than ninety (90) days prior to the expiration date of the Term.

Technical Attributes and Limitation of Liability

35. The Responder acknowledges that the Province has made every attempt to provide AFRRCS on the basis of the technical specifications set out in Schedule “A” (“**Technical Attributes**”), which is attached to and forms part of this Agreement but AFRRCS is provided on an “as is” basis and the Province shall not be responsible for any variations in quality, service, or availability of AFRRCS nor for any damages arising from the Responder’s use of AFRRCS. The Province may amend the Technical Attributes at any time with prior notice to the Responder.

Permitted Uses and Fees

36. The Responder shall only use AFRRCS for the purposes of supporting public security and public safety. The Responder shall pay the Province an annual fee of \$275.00 (Canadian funds) per radio for the first two years of the Term and a one-time payment of \$[insert amount] (Canadian funds). The one-time payment shall be received by the Province no later than [date]. For the remainder of the Term, the Province may, in its sole discretion, increase the annual per radio fee at a rate no greater than 10% per year. The parties agree that all fees paid are non-refundable. The determination of the number of radios and invoicing shall be carried out as set out in Schedule “B” which is attached to and forms part of this Agreement.

Policies and Procedures

37. The Responder shall take reasonable efforts to comply with all applicable policies and procedures governing the use of AFRRCS, established by the AFRRCS Governance Council, the Province or its designated agents.

Applicable Laws

38. The Responder shall comply with any applicable laws regarding the ownership, use and licensing of their radio devices or use of AFRRCS by the Responder.

Prohibited Activities

39. The Responder shall not engage in any activities which degrade the quality or functionality of AFRRCS, including but not restricted to the following:
- (a) use of AFRRCS for purposes other than supporting public security and public safety;
 - (b) conducting over the air programming, over the air rekeying, telephone interconnect conversations without prior approval of the Province;
 - (c) use of non-voice applications without prior written approval of the Province; and
 - (d) use of common event ‘talkgroups’ for monitoring events which the Responder is not an active participant.

Responder Equipment and Services

40. The Responder acknowledges and agrees that it shall be responsible for the purchase, ownership, installation, configuration, maintenance, and licensing of any devices or services that the Responder needs to access AFRRCS including any related costs and fees.

Replacement of Minister’s Equipment

41. The Responder agrees that it shall be responsible for ensuring the physical security of any equipment belonging to the Minister that is located on the premises or within the possession of the Responder, its employees, and agents (“**Borrowed Minister Equipment**”). The Responder agrees that it shall pay the cost of replacing any of the Borrowed Minister Equipment that is damaged, excluding reasonable wear and tear, and requires replacement in the opinion of the Minister and at the Minister’s sole discretion.

End User Support

42. The Responder acknowledges and agrees that it shall be responsible for providing any end user support that its employees and agents may require with respect to AFRRCS.

Dispute Resolution

43. In the event of a dispute arising from the interpretation or operation of this Agreement, it will be referred to the Parties' representatives set out below, who will use their reasonable efforts to resolve the matter amicably. If either Party believes that such negotiation has failed, that Party may refer the matter to the following persons:

For The Responder	For the Province
	Assistant Deputy Minister Service Alberta Main Floor Access Building 3720 – 76 Avenue Edmonton, AB T6B 2N9 Phone: (780) 644-8414 Fax: (780) 638-5947

The Parties agree that the Province shall be entitled to render the final decision, in its sole discretion, on any disputes and dispute resolution processes.

Indemnity

- 44. The Responder shall indemnify and hold harmless the Province, its employees and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Responder is legally responsible that arise from or relate to the provision of access to AFRRCS or any other obligation under this Agreement.
- 45. The Province shall indemnify and hold harmless the Responder, its employees and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Province is legally responsible that arise from or relate to the provision of access to AFRRCS or any other obligation under this Agreement.

Freedom of Information and Protection of Privacy Act

- 46. The Responder acknowledges that this Agreement, including the name of the Responder, the consideration, term and details of the Services, may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (Alberta), (the “**FOIP Act**”). The Responder further acknowledges that the FOIP Act applies to information obtained, generated, collected, or provided for the Province under this Agreement, and agrees to adhere to the FOIP Act in its collection, use and disclosure.

Confidentiality

- 47. For the purposes of this section:
 - (a) “**Confidential Information**” of a Party means the Party’s confidential or proprietary information or material that may be acquired by, or become available to, the other Party as a result of the matters referred to in this Agreement and includes:
 - (i) information contained in the data management systems of the Party;
 - (ii) financial, operational, personal or business information, records and plans of or relating to the Party or third parties (including any other users of the AFRRCS);

- (iii) health information as defined in HIA and personal information as defined in the FOIP Act, if applicable;
 - (iv) any information which is required to be kept confidential by statutory or regulatory requirements; and
 - (v) any information that the disclosing Party advises the receiving party in writing is confidential or is marked or labelled confidential.
 - (b) “**HIA**” means the *Health Information Act* (Alberta) and any regulations made thereunder, as may be amended from time to time.
- 48.** Each Party acknowledges that it may come into possession of Confidential Information of the other Party. Accordingly, each Party agrees that it shall:
- (a) hold, and shall cause its directors, officers, members, employees, agents, representatives and affiliates (the “**Representatives**”) to hold, all Confidential Information of the other Party in strict confidence;
 - (b) not collect, use, transmit or disclose the Confidential Information of the other Party to anyone other than to its Representatives and then only to the extent that such Confidential Information is directly required to be disclosed with respect to matters addressed in this Agreement; and
 - (c) use all reasonable efforts to protect the other Party’s Confidential Information against unauthorized access, use or disclosure.
- 49.** In the performance of obligations under this Agreement, the Parties shall comply, and shall ensure that their respective Representatives comply, with the provisions of any applicable federal and provincial privacy legislation including the FOIP Act and HIA.
- 50.** Except for any health information as defined in HIA or personal information as defined in the FOIP Act, the foregoing obligations of confidentiality and non-use shall not apply to Confidential Information that the receiving Party can demonstrate:
- (a) was known to the receiving party prior to its receipt from the other Party as demonstrated by written records;
 - (b) becomes known to the public through no fault of or action by the receiving Party; or
 - (c) is obtained by the receiving party from a third party who is not under an obligation of confidentiality and has a lawful right to make such disclosure.
- 51.** If a Party or any of its Representatives are required by law to disclose any of the other Party’s Confidential Information, then that Party shall provide the other Party with prompt written notice of same so that the other Party may seek a protective order or other appropriate remedy.

Termination

52. Termination with Cause:

- (a) Any of the following events will constitute an Event of Default (“Event of Default”):
 - (i) the Responder fails to materially observe, perform or comply with any provision of this Agreement;
 - (ii) the Responder fails to take reasonable measures to comply with any and all policies and procedures in accordance with section 5 of this Agreement; or
 - (iii) the Responder engages in any of the prohibited activities set out in section 7 of this Agreement.
- (b) On the happening of an Event of Default, the Minister shall provide written notice to the Responder of the Event of Default setting out:
 - (i) the details of the Event of Default;
 - (ii) what actions must be taken or ceased by the Responder in order to cure the Event of Default; and
 - (iii) a deadline by which the Event of Default must be cured.

If, at the Minister’s sole discretion, the Minister determines that the Responder has failed to cure the Event of Default by the deadline set out in notice, the Minister may immediately terminate this Agreement.

- (c) On the happening of an Event of Default, and in addition to or instead of the measures set out in subsection (b), and at the Minister’s sole discretion, the Minister may immediately suspend the Responder’s, or any of its user’s access to the AFRRCS, until the Event of Default is cured.

Termination without Cause

- (a) The Minister may, without cause, terminate this Agreement, upon two (2) years prior written notice to the Responder.
- (b) The Responder may, without cause, terminate this Agreement, upon two (2) years prior written notice to the Minister.

Events upon termination

53. Upon termination of this Agreement, each Party shall:

- (a) transfer and delete any Confidential Information of the other Party to such Party, and
- (b) follow any directions of the other Party regarding the transfer and deletion of the Confidential Information of such Party.

Notice

- 54. Any notice to be made under this Agreement that is to be made in writing is effective when personally delivered to the address or transmitted by fax to the fax number as follows:

Responder:	_____
Address:	_____

Attention:	_____
Fax:	_____

Province:	_____
Address:	_____

Attention:	_____
Fax:	_____

Designated Representatives

- 55. The Province designates [insert title of designated representative] of the Department of Service Alberta as the Province’s representative and the Responder designates [insert title of designated representative] for ongoing contact between the Province and the Responder in matters relating to this Agreement.

General

- 56. Time is of the essence of this Agreement.
- 57. This Agreement contains the entire agreement between the parties concerning the subject matter of this Agreement and except as express in this Agreement, there are no other understandings or agreements, verbal or otherwise that exist between the parties.
- 58. The parties may amend this Agreement only by written agreement signed by the parties.
- 59. This Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of Alberta.
- 60. The Responder shall not assign this Agreement and shall not allow third parties access to AFRRCS, without the prior written consent of the Province.
- 61. The Responder shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Responder or its employees, subcontractors or agents in relation to AFRRCS, and AFRRCS shall be used in accordance with high ethical standards. In the event the Responder becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Responder’s use of

AFRRCS Agency Handbook – Migration Documents

AFRRCS, the Responder shall immediately disclose such matter to the Province in writing.

- 62.** The Responder is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee, partner or agent of the Province and it is not the intention of the parties to create a joint venture arrangement.
- 63.** Notwithstanding any other provision of this Agreement, those sections which by their nature continue after the conclusion or termination of this Agreement shall continue after such completion or termination, including without limitation the following:
- | | | |
|-----|--------------------|---|
| (a) | Section 3 | Technical Attributes and Limitation of Liability, |
| (b) | Section 9 | Replacement of Minister’s Equipment, |
| (c) | Sections 12 and 13 | Indemnity, |
| (d) | Section 14 | Freedom of Information and Protection of Privacy, |
| (e) | Sections 15 to 19 | Confidentiality, |
| (f) | Section 21 | Events upon Termination |
| (e) | Sections 27 and 31 | General |
- 64.** This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The parties have made this Agreement by the representatives authorized to do so on the respective dates shown below.

[signatures on following page]

**HER MAJESTY THE QUEEN IN
RIGHT OF ALBERTA, as represented
by the Minister of Service Alberta**

[Responder Agency Legal Name]

Per:

Per:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Schedule “A”: Technical Attributes

Availability

Availability only refers to AFRRCS owned and operated components and all components provided by the Responder are excluded from availability considerations.

- The Regional Switch Centres will be operated at four “9”s, meaning there will be no more than 57 minutes’ outage annually.
- Any *radio site* will be operated at three “9”s meaning there will be no more than 8.75 hours’ outage on any site annually.

Coverage

The coverage area is defined as the Responder’s geographical area of jurisdictional responsibilities.

Within the coverage area, AFRRCS will provide the following coverage:

- AFRRCS commits to provide 95% outside portable coverage on any street, road, avenue, freeway that the public is entitled to use for the passage of vehicles, excluding any segments that are covered or enclosed, in any community identified as being covered in the supplied portable coverage map; and, 95% mobile coverage for any existing primary or secondary road in the supplied mobile coverage map.

Grade of Service (GoS)

AFRRCS grade of service is a measurement used to quantify system loading. It represents as a percentage, a radio user’s ability to access the system considering existing radio traffic volumes. The percentage represents the probability of being “delayed” access due, to the unavailability of radio channels to support the calls.

- AFRRCS has identified that the GoS objective shall be *3% or less* of calls queued during the busiest hour of a calendar quarter.

Additional information regarding each technical attribute identified above is contained in either the AFRRCS minimum service levels document or the AFRRCS Coverage Map.

Schedule “B”: Invoicing

The invoicing shall be carried out as follows:

- No later than May 31st of each calendar year, the Province shall determine the number of radios configured by the Responder in the AFRRCS universal administration server.
- The Province will issue an invoice to the Responder for an amount equal to the number of Responder radios identified multiplied by the annual fee, on or before June 1st of each calendar year.
- The Responder shall pay all annual amounts owed no later than September 1 of each calendar year.

FORM: AGENCY SHARED TALKGROUPS

Purpose: The purpose of this document is to authorize the sharing of specific talk groups owned by an agency to other agencies on AFRRCS. It is the intent of the undersigned to share talkgroups listed below with the following guidelines:

1. Agencies who have a signed Agency Shared Talkgroups form provide authorization for other agencies to use the talkgroups listed.
2. Some agencies use their radios using encrypted state, requiring the sharing of encryption keys. As such, each agency agrees that the programming of another agency's keys/encryption will not be shared with other agencies or organizations outside of this agreement.
3. This agreement only applies to the shared to agency names listed.

List below talkgroups you are planning to share and the agency(ies) you are planning to share them with:

Talkgroup ID	Shared to Agency Name	Shared to Agency ID
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Owning Agency:

Agency Name: _____

Agency ID: _____

Contact Phone Number: _____

Contact Email Address: _____

Typed/Printed Name: _____

Authorization to grant access to these to these talkgroups is provided by:

Agency Administrator Name (required)

Signature/Date (required)

Distribution Key Creation Process

1. Agency completes the attached form (Request for Distribution Key Creation)
2. Agency forwards completed form and Distribution key(s) to:
AFRRCS OMS
St Albert Provincial Building
30 Sir Winston Churchill Avenue
St Albert, AB
T8N 3A3
Attn: AFRRCS Radio Technician
3. Transformation Consultant ensures copies of the completed UAS Creation Form (MIG120) and Shared Talk groups form (MIG320) are in the SharePoint file.
4. Distribution key(s) are created by AFRRCS OMS with the following Talk groups:
 - a. Agency owned Talk groups (documented by UAS creation form)
 - b. Common Event Talk groups (701-900)
 - c. Shared Talk groups (if documented by completed MIG320's).
5. AFRRCS OMS will return the key(s) to the Agency Administrator only by courier

(if by courier, the Agency must provide the courier account information for payment)

or

Agency can pick up at the front desk of AFRRCS OMS, 30 Sir Winston Churchill Avenue in St Albert during normal business hours.

Note: If picking up key(s) in St Albert, it is recommended that they phone ahead.

Request for Distribution Key Creation

Date: Agency #:

Administrator Address:

Make of Radio

Distribution Key(s) provided: Email address

Programmed Distribution key(s) can be returned by courier to Agency Administrator only, paid for by the agency or picked up in person:

Courier Name:

Acct Number:

Or

We will pick up the key in person at 30 Sir Winston Churchill Avenue, St Albert.

Print Name

Signature

Notes:

FOR AFRRCS USE ONLY: **Creation Type:** New: Update:

Date Key(s) Received: Quantity:

Form Verification - Agency: Talk Groups: Shares:

Date Key(s) Completed:

Date Key(s) shipped or picked up: