



**Department of Transportation & Infrastructure
Radio Communications Branch
1050 College Hill Rd, Fredericton, NB E3B 4J8
(506) 453-6700**

LETTER OF AGREEMENT WITH ADDITIONAL AUTHORIZED USER (AAU)

November 24, 2018
Sarah Ranson
The City of Saint John

SUBJECT: Letter of Agreement Regarding the Access and Use of the New Brunswick Trunked Mobile Radio System

1.0 Background

The Province of New Brunswick and Bell Mobility Inc. entered into an agreement in June, 2015 for the planning, design, construction and operation of a province-wide mobile radio network. This agreement includes provisions by which Additional Authorized Users (AAU's) may access and use the network.

On December 11, 2017, Bell Mobility and the City of Saint John entered into an agreement that provides for the City of Saint John to access the network for use. **Schedule D –Onboarding and Stewardship** – of the agreement outlines the terms and conditions under which this access is provided and the required relationship between GNB, Bell and the *City of Saint John*.

GNB has assigned the responsibility for the administration of the agreement with Bell Mobility Inc. and the general operational responsibility for the NBTMR network to the Department of Transportation & Infrastructure.

The purpose of this letter is to set out the terms and conditions for access to the NBTMR network and governing the use by The City of Saint John, of the applicable NBTMR Interoperability Suite of Talkgroups, the system provides to all users.

2.0 Terms and Conditions

- 2.1 All radios being added to the NBTMR network shall contain all of the appropriate versions of the NBTMR Interoperability Suite of Talkgroups (*and the Shared Law Enforcement Talk Groups as applicable*), based on the needs of The City of Saint John and the radio type – portable, mobile, or base radio.

The City of Saint John, subject to the provisions of the applicable Standard Operating Guidelines will have access to the NBTMR Interoperability Suite of Talkgroups (*and to the Shared Law Enforcement Talk Groups, as applicable*)

- 2.2 The NBTMR Interoperability Suite of Talkgroups shall be used only for the purpose of supporting the City of Saint John's emergency response obligations, and for communication with the applicable GNB agencies and other authorized users, and shall be used under the terms and conditions described throughout this document.
- 2.3 This document applies to the programming of all radios that the City of Saint John may use to gain access to the NBTMR network.
- 2.4 GNB is responsible for media relations during the development and operational phases of the NBTMR network. All requests made to *the City of Saint John* for interviews, comments, opinion etc. from media outlets will be discussed with the GNB representative, prior to responding. The *City of Saint John* will not release any information to the media and/or hold any event that may involve the media, without consulting and receiving the concurrence of the GNB representative. The *City of Saint John* will not post nor respond to, comments on social media, without first consulting with and receiving concurrence from the GNB representative.

3.0 General Conditions for Access

- 3.1 The NBTMR Interoperability Suite of Talkgroups shall be used for the purpose of liaison with the appropriate emergency response agencies and will not be used for any other purpose.
- 3.2 The use and assignment of individual talkgroups within the suite shall be subject to the Standard Operating Guidelines (SOGs) issued and periodically revised by GNB.
- 3.3 Inappropriate monitoring of all or a portion of the suite of talkgroups is strictly prohibited – talkgroups shall only be monitored where there is a legitimate operational need to do so.
- 3.4 The AAU agency specific talkgroups may not be centrally recorded by GNB on a voice logger recorder. If the *City of Saint John* wishes to record a specific talkgroup, written permission will be requested from GNB. GNB reserves the right to approve or disapprove the request at its sole discretion. The standard NB Mutual Aid Suite (Zones C & D) as well as the NB Shared Law Mutual Aid Suite (Zone E) are recorded by GNB.
- 3.5 The *City of Saint John* will take every reasonable precaution to ensure that radios containing the talkgroups are used only in accordance with the conditions outlined in this document.
- 3.6 GNB advises that although Bell Mobility may have licensed subscriber equipment for use on the NBTMR network, the City of Saint John is required by Industry Canada to submit radio license applications for all radios that contain simplex and/or conventional frequencies for their own use and to pay the applicable fees and costs, if any.
- 3.7 GNB reserves the right to terminate the permissions granted herein at any time. The City of Saint John agrees, upon written notification from GNB to remove any talkgroups specified by GNB from its radios within 24 hours (or as soon as practicably possible) of a request from GNB to do so.

- 3.8 The City of Saint John understands that should GNB, in its sole discretion, or any GNB agency having been granted access to its talkgroups to the City of Saint John, determine that the City of Saint John is in default of these conditions, GNB will work with the City of Saint John and Bell Mobility to resolve the default, and failing reasonable attempts to correct the problem, the City of Saint John may be required to remove any or all talkgroups from its radios within 24 hours (or as soon as practicably possible) of a request from the Province to do so.
- 3.9 Should any City of Saint John radio be lost or stolen, or otherwise become missing, the City of Saint John will notify GNB at the earliest possible moment, and will take the necessary steps with Bell Mobility to have the radio immediately rendered unusable by means of inhibiting or removing the radio from the list of radios authorized to access the network.
- 3.10 The City of Saint John agrees that Bell Mobility will notify GNB when any radios containing the suite of talkgroups are activated on the NBTMR network. This notice will take the form of identifying the Bell Asset Tag number, the radio ID number, the radio model, the radio serial number, the type (base, mobile or portable), the location normally in use, and the list of talkgroups (or Fleetmap) programmed into the radio.
- 3.11 As per **Schedule D –Onboarding and Stewardship**, GNB requires all staff of the City of Saint John who will be using a radio and those managing staff who use the communication system to undertake a training program, as prescribed, from time to time, by the Province.
- 3.12 GNB may, in its sole discretion, update the terms and conditions of this document, by providing written notice to the City of Saint John, as is deemed necessary to safeguard its talkgroups and the NBTMR public safety communications network.
- 3.13 Notifications required by this letter will be directed as follows:

**The City of Saint John
Chief Information Officer
PO Box 1971
Saint John, NB E2L 4L1**

**Bruce Grandy, Manager Radio Communications
Department of Transportation & Infrastructure**



***Department of Transportation & Infrastructure
Radio Communications Branch
1050 College Hill Rd, Fredericton, NB E3B 4J8
(506) 453-6700***

**Radio Communications Branch
Vehicle Management Center
P. O. Box 6000
Fredericton, NB
E3B 5H1**

4.0 Access to information

- 4.1 As part of acceptance, and upon being granted approvals to access the NBTMR network, the City of Saint John shall provide updated listings of all fleet radios to be provisioned onto the network and associated Radio IDs. This allows for the proper setup and network management. The City of Saint John agrees to share this information with Bell Mobility and GNB to facilitate coordinated sharing of IDs with associated Communication Centres on NBTMR.
- 4.2 In providing access to available fleet data, the City of Saint John also agrees to participate in meetings to foster the exchange and verification of this fleet data to ensure it is up to date and accurate as units are added or removed from service.
- 4.3 The City of Saint John shall also provide the contact info of the AAU Steward who will act as the NBTMR Liason on their behalf for things related to their agency.
- 4.4 The City of Saint John shall also provide Emergency Contact info for personnel (accessible 24/7) in the event of receipt of an Emergency Alarm from one of their fleet of radios at an NBTMR Communication Centre to allow the efficient resolution or notification in those types of Emergency situations. The City of Saint John shall make sure to keep this data current and up to date as personnel change over time.
- 4.5 GNB will be responsible to record such contact information for archiving purposes and work with each AAU Steward to review this on an ongoing basis to ensure accuracy of the information as names/numbers of personnel change over time.



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5.0 Acceptance of the Conditions

Please sign the attached copy of this letter indicating acceptance of these conditions and return it to the undersigned. By signing this document, the City of Saint John agrees to ensure that all of its NBTMR users abide by the conditions herein.

If you should have any questions please feel free to contact me.

Yours truly,

Bruce Grandy
Manager Radio Communications
Department of Transportation & Infrastructure
Radio Communications Branch

The City of Saint John hereby acknowledges receipt of this letter and the conditions under which the Province of New Brunswick has authorized the use of the NBTMR Network and the City of Saint John radios used by its *personnel*.

The City of Saint John

Name: _____

Title: _____

Signature: _____

Date: _____