

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2025 - 55

Being a By-law Authorize the Execution of a Fire Dispatch Contract with the West Parry Sound Health Centre for Communication Services by the Parry Sound Ambulance

WHEREAS the Municipal Act, 2001, S.O.2001, c. 25, Section 116(1), authorizes Municipalities to establish, maintain and operate a centralized communication system for emergency response purposes;

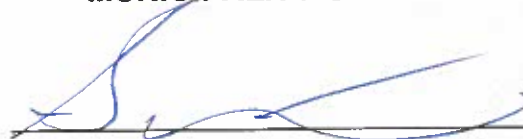
AND WHEREAS the Municipal Act, 2001, Section 8, states that a Municipality has the capacities, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

- 1. THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into an agreement with the Office of the Fire Marshal and Emergency Management substantially in the form attached hereto as Fire Safety Grant Transfer Payment Agreement and forming part of this By-law; and
- 2. THAT** the Mayor and CAO/Clerk are hereby authorized to execute the Agreement on behalf of the Corporation.
- 3. THAT** By-law 2010-42 and any previously conflicting by-laws are hereby repealed.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 19th day of November 2025.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

FIRE DISPATCH AGREEMENT
(January 1, 2026 to December 31, 2028)

THIS AGREEMENT effective as of the 1st day of January 2026

BETWEEN:

Municipality of Magnetawan
(hereinafter referred to as "Municipality")

AND:

West Parry Sound Health Centre
(hereinafter referred to as "WPSHC")

WHEREAS it is the intention of the parties to enter into an agreement for the provision of communication (call taking, alerting, and dispatching) services to Magnetawan Fire Service by Parry Sound Ambulance Communications Service (hereinafter referred to as "ACS"), which is operated by West Parry Sound Health Centre (hereinafter referred to as "WPSHC"), under the authority of the Minister of Health (hereinafter referred to as "Minister");

NOW THEREFORE WITNESS that in consideration of the mutual covenant and agreements contained in this Agreement and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

SERVICES PROVIDED BY ACS

1. (a) ACS shall provide services under this Agreement in accordance with Schedule A of this Agreement.
- (b) Despite sub-clause 1(a), at any time during the term of this Agreement, the Minister shall be entitled to amalgamate ACS with one or more other Central Ambulance Communications Centre.
- (c) Where the Minister intends to amalgamate ACS in accordance with sub-clause 1(b), the Minister shall give the other party 90 days' notice of this intention. The Minister shall indicate, in such notice or as soon as practicable thereafter, which Central Ambulance Communications Centre is to be the operator of the new amalgamated Central Ambulance Communication Centre (hereinafter referred to as the "Amalgamated CACC").

- (d) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will be WPSHC, the parties shall continue to act in accordance with this Agreement despite and subsequent to the amalgamation.
- (e) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will not be WPSHC,
 - (i) the Municipality may terminate the Agreement at any time after receipt of such notice, in accordance with sub-clause 1(f),
 - (ii) at such time and in such manner as the Minister directs, WPSHC shall,
 - 1. assign all the rights and obligations of Parry Sound ACS in respect of this Agreement to the Amalgamated CACC, at which time the provisions of this Agreement shall apply, allowing for the necessary changes, to the Amalgamated CACC as though it were ACS; and
 - 2. transfer to the Amalgamated CACC all equipment at Parry Sound ACS owned or purchased by the Municipality and used for the purposes of this Agreement.
 - (iii) immediately upon the assignment and transfer referred to in paragraph 1(e) (ii), Parry Sound ACS shall cease to have any rights or obligations in respect of the Agreement;
 - (iv) despite paragraph 1(e) (i) and paragraph 1(e) (iii), nothing in this sub-clause shall affect the obligations of WPSHC and the Municipality under clause 14, clause 15, and clause 16, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.
- (f) (i) Where the Municipality intends to terminate this Agreement under paragraph 1(e) (i), the procedure set forth in clause 9 and clause 10 shall not apply. Rather, the Municipality shall give WPSHC 90 days' notice of its intention to terminate, after which time this Agreement shall automatically terminate.
- (ii) Where the Municipality does not give the notice referred to in paragraph 1(f) (i), this Agreement shall not terminate, and the parties shall continue to act in accordance with this Agreement.

REPAIR AND MAINTENANCE OF EQUIPMENT

- 2. (a) Despite sub-clause 1(a), ACS may stop supplying some or all the services set forth in Schedule A of this Agreement if ACS cannot supply the services due to the mechanical or other similar failure of any equipment used by ACS, regardless of the ownership of that equipment.

- (b) Where ACS stops supplying services in accordance with sub-clause 2(a), WPSHC/ACS shall give notice forthwith to the Municipality of this fact and shall repair or cause to be repaired the equipment as soon as practicable unless the equipment has been purchased or is owned by the Municipality and installed at ACS by the Municipality. In the latter case, WPSHC/ACS shall give the Municipality notice forthwith the fact that it has stopped supplying the services and shall request that the Municipality repair the equipment as soon as practicable.
- (c) The Municipality shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Municipality and installed at ACS. However, aside from the Municipality's repair and maintenance responsibility under this sub-clause, the Municipality shall not be entitled to exercise any other rights in respect of such equipment during the term of this Agreement.
- (d) Where the equipment used by ACS to provide any services under this Agreement cannot be repaired within a reasonable time, as soon as reasonable under the circumstances,
 - (i) the Municipality will provide ACS with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality; and
 - (ii) WPSHC shall provide ACS with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by WPSHC,so that ACS can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY THE MUNICIPALITY

- 3. The Municipality shall provide services in accordance with Schedule B of this Agreement.

JOINT STEERING COMMITTEE

- 4.
 - (a) The parties shall establish a Joint Steering Committee (hereinafter referred to as the "Committee").
 - (b) The Committee shall be composed of representatives from ACS (2), the Municipality (1), and Magnetawan Fire Service (1) (appointed under sub-clause 5(b)).
 - (c) The Committee shall act on each matter by a majority vote of its representatives, unless otherwise agreed to from time to time by such representatives or by the parties.

- (d) The functions of the Committee shall be: to monitor this Agreement, including the services to be provided under it; to mediate in respect of disputes or other matters relevant to this Agreement that are brought before it by a party; and to consider and, where appropriate, to make recommendations on any matter relevant to this Agreement that is brought before it by a party.
- (e) No decision, determination or suggestion by the Committee, including but not limited to any Committee mediation proposal and any recommendation in a Committee report, shall be binding on the parties.
- (f) (i) The Committee shall meet at least once in every year during the term of this Agreement, but at any time a party may give notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting to discuss any matter relevant to this Agreement.

(ii) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under paragraph 4(f) (i). The time and location of the meeting shall be at the mutual convenience of the representatives on the Committee.

(iii) The Committee may, but is not required to, issue a report to the representatives on the Committee within such time as is agreed to by the representatives. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is mutually agreed to by the representatives.

PARTICIPATING FIRE DEPARTMENTS

- 5. (a) The fire service for which ACS is to provide call taking, alerting, and dispatch services under this Agreement is Magnetawan Fire Service.
- (b) For the purpose of sub-clause 4(b), the Municipality shall appoint a representative on the Committee for Magnetawan Fire Service. Accordingly, for the purposes of all matters arising under this Agreement the representative shall among other things, act as the sole spokesperson for the fire department and act as its sole liaison with ACS, and the Committee.

ADMINISTRATIVE FEES

- 6. (a) The Municipality shall pay WPSHC an administrative fee of \$225.17 plus GST per month, due and payable on December 31, 2026, December 31, 2027, and December 31, 2028.
- (b) If this Agreement is terminated under either sub-clause 1(f) or clause 10, the fee payable under sub-clause 6(a) shall be pro-rated to the date of termination.

- (c) WPSHC shall send to the Municipality an invoice in respect of the amount owing for this at the end of each calendar year during the term of this Agreement and on the termination or expiry of this Agreement.

INVOICES

7. All amounts payable under this Agreement shall be paid no later than 60 days' from the date when an invoice for such amounts has been sent to the party obligated to pay.

TERM AND RENEWAL

8. (a) This Agreement shall commence on January 1, 2026, and shall have a term of 3 years so that it will expire at 23:59 December 31, 2028 (hereinafter referred to as the "expiry date"), unless terminated before that date under sub-clause 1(f) or clause 10.
- (b) Where a party wishes to renew this Agreement, that party shall give notice of such wish to the other party at least 90 days' prior to the expiry date of this Agreement. Where such notice has been given, the parties may renew this Agreement on such terms and conditions as they may mutually agree on.
- (c) Despite any other provision of this Agreement, where no notice has been given under sub-clause 9(b), this Agreement shall expire automatically on the expiry date.
- (d) This Agreement shall be renewable at the end of the current term for a successive one-year term unless either party gives written notice of its intention not to renew 60 days' before expiration of the current term.

PERFORMANCE, BREACH AND AMENDMENT

9. (a) Where a party
- (i) is dissatisfied with the performance under this Agreement of the other party, or
 - (ii) considers that the other party is in breach of this Agreement, or
 - (iii) wishes to amend this Agreement or any term of any Schedule of this Agreement,
- that party may give notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting of the Committee to discuss the matter.

- (b) Where a party gives notice to the Secretary under sub-clause 9(a), and either paragraph 9(a) (i) or paragraph 9(a) (ii) applies, that party shall also give notice at the same time to the other party whose performance or breach, as the case may be, is of concern to the party giving notice. The notice to the other party shall call on the other party to correct the performance or breach to the satisfaction of the party giving notice within 30 days' of the issuance of the report issued under sub-clause 9(d).
- (c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under sub-clause 9(a). The meeting time and location shall be of mutual convenience to the representatives on the Committee.
- (d) The Committee shall issue a report to the representatives on the Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is agreed to by the representatives on the Committee.
- (e) Despite sub-clause 9(a), all parties may mutually agree to amend any term of this Agreement, or any term of any Schedule of this Agreement, by a joint letter signed by all parties, rather than by the procedure set forth in this clause. The joint letter will be appended to, and shall form part of, this Agreement.

TERMINATION FOR CAUSE

- 10. Having regard to paragraph 9(a) (i), paragraph 9(a) (ii) and sub-clause 9(b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving notice, within 30 days' of the issuance of the report under sub-clause 9(d), the party giving notice may terminate this Agreement by giving the other party 90 days' notice of the party's intention to terminate, after which time this Agreement shall automatically terminate. Where no such notice is given, this Agreement shall continue in full force and effect.

EQUIPMENT REMOVAL AND FEES PAYABLE ON TERMINATION

- 11. (a) Where this Agreement has been terminated under sub-clause 1(f), or sub-clause 10 or has expired under clause 8, the Municipality shall remove from ACS all equipment purchased or owned by the Municipality.
- (b) Where this Agreement has been terminated under sub-clause 1(f), or clause 9, ACS shall send the Municipality an invoice for any amount owed by the Municipality to ACS.

NOTICE

12. Any notice or other communication, with the exception of invoices (hereinafter referred to as a "notice") required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days' after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile or electronic transmission.

Any notice shall be addressed or delivered, in the case of Parry Sound Ambulance Communications Service, to:

Chief Executive Officer
West Parry Sound Health Centre
6 Albert Street
Parry Sound, Ontario
P2A 3A4

and, in the case of Municipality of Magnetawan, to:

CAO/Clerk
Municipality of Magnetawan
4304 Hwy #520, P.O. Box 70
Magnetawan, Ontario
P0A 1P0

ACS AND AMALGAMATED CACC PERSONNEL AS EMPLOYEES OF THE HOSPITAL

13. (a) For the purpose of this Agreement, all ACS personnel shall at all times be deemed to be employees or agents of WPSHC, and not employees or agents of the Municipality.
- (b) Where the Minister amalgamates ACS under sub-clause 1(b), for the purposes of this Agreement all Amalgamated CACC Personnel shall at all times be deemed to be employees or agents only of the operator of the Amalgamated CACC, and not employees or agents of the Municipality. For greater certainty under this sub-clause, the employees or agents of the Amalgamated CACC shall be deemed to be the employees or agents of the Minister only where the Amalgamated CACC is operated by the Minister.

PROTECTION FROM CLAIMS

14. The Municipality shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Municipality, or by the personnel of the Municipality, and more specifically from and against all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use thereof, is caused.

IN WITNESS WHEREOF Parry Sound Ambulance Communications Service and Municipality of Magnetawan have hereunto set their hands and seals.

For West Parry Sound Health Centre/Parry Sound Ambulance Communications Service:

Dave Garagan, Board Chair

Witness-Print Name

Date Signed

Witness-Signature & Date

Donald Sanderson, Chief Executive Officer

Witness-Print Name

Date Signed

Witness-Signature

For Municipality of Magnetawan:



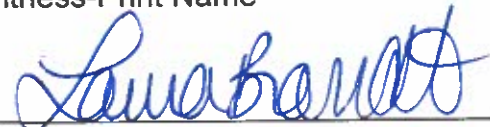
Sam Dunnett, Mayor

Laura Brandt

Witness-Print Name

Nov 19, 2025

Date Signed



Witness-Signature

Kerstin Vroom

Kerstin Vroom, CAO/Clerk

Laura Brandt

Witness-Print Name

Nov 19, 2025

Date Signed



Witness-Signature

SCHEDULE A

Parry Sound Ambulance Communications Service will provide:

- Call taking, alerting, and dispatching services as per Magnetawan Fire Service and Parry Sound ACS's Operational Guidelines.
- Voice recording of telephone, radio and paging communications, if technically possible.
- A pager testing program for Magnetawan Fire Service, performed upon request by Magnetawan Fire Service.
- Parry Sound ACS will also continue to work together with the Municipality and Magnetawan Fire Service to develop policies and procedures with respect to call taking, alerting, and dispatching fire departments.

SCHEDULE B

Municipality of Magnetawan will:

- Train all new staff and provide funding for such training on how to call take, alert, and dispatch fire departments.
- Ensure that service area maps used by ACS for call taking, alerting, and dispatching services for Municipality of Magnetawan fire stations are always up to date.
- Assist Parry Sound ACS with the development of policies and procedures relating to call taking, alerting, and dispatching.
- Maintain a current copy of the Municipality of Magnetawan Emergency Fire Service Plan and Program and provide training to ACS dispatchers in its use.