

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2014-25

Being a by-law to authorize the execution of an Agreement between the Corporation of the Municipality of Magnetawan and the West Parry Sound Health Centre

WHEREAS the Council of the Corporation of the Municipality of Magnetawan deems it desirable to enter into an agreement with the West Parry Sound Health Centre for Fire Dispatch.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:

- 1. That the Mayor and the Clerk-Administrator be hereby authorized to execute the attached Agreement referred to as "Appendix A".**
- 2. That this by-law be effective upon its adoption.**

ADOPTED THIS 8th DAY of OCTOBER 2014.



Mayor, Sam Dunnett



Clerk-Administrator, Roger Labelle

**FIRE DISPATCH AGREEMENT
(January 1, 2014 to December 31, 2016)**

THIS AGREEMENT effective as of the 1st day of JANUARY, 2014.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter referred to as the Municipality)

AND:

WEST PARRY SOUND HEALTH CENTRE
(hereinafter referred to as the Health Centre)

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 the Magnetawan Fire Service by the Parry Sound Ambulance Communications Service (hereinafter referred to as the "ACS"), which is operated by the West Parry Sound Health Centre (hereinafter referred to as the "Health Centre"), under the authority of the Minister of Health and Long-Term Care (hereinafter referred to as the "Minister");

NOW THEREFORE WITNESSETH 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:

**APPENDIX 'A'
TO BY-LAW NO. 2014-25**

SERVICES PROVIDED BY ACS

1. (a) The 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 the ACS with one or more other Central Ambulance Communications Centre.
- (c) Where the Minister intends to amalgamate the 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 the Health Centre, 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 the Health Centre,
 - (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, the Health Centre shall,
 1. assign all of the rights and obligations of the 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 the ACS; and
 2. transfer to the Amalgamated CACC all equipment at the 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), the 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 the Health Centre 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 the Health Centre 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), the ACS may stop supplying some or all of the services set forth in Schedule A of this Agreement if the ACS cannot supply the services due to the mechanical or other similar failure of any equipment used by the ACS, regardless of the ownership of that equipment.
- (b) Where the ACS stops supplying services in accordance with sub-clause 2 (a), the Health Centre/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 the ACS by the Municipality. In the latter case, the Health Centre/ACS shall give the Municipality notice forthwith of 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 the 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 the 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 the ACS with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality; and
 - (ii) the Health Centre shall provide the ACS with proper substitute equipment, where the equipment that cannot be repaired was

purchased or owned by the Health Centre, so that the ACS can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY 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 the ACS (1), the Municipality(1), and the 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 to 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 the ACS is to provide call taking, call alerting and dispatch services under this Agreement is the Magnetawan Fire Service.
- (b) For the purpose of sub-clause 4 (b), the Municipality shall appoint a representative on the Committee for the 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 the ACS, and the Committee.

ADMINISTRATIVE FEES

6. (a) The Municipality shall pay the Health Centre an administrative fee of \$ 204.00 per month, due and payable on December 31, 2014, December 31, 2015, and December 31, 2016.
- (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) The Health Centre 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, 2014 and shall have a term of 3 years so that it will expire at 23:59 December 31, 2016 (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 the ACS all equipment purchased or owned by the Municipality.
- (b) Where this Agreement has been terminated under sub-clause 1(f), or clause 9, the ACS shall send the Municipality an invoice for any amount owed by the Municipality to the 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 transmission.

Any notice shall be addressed or delivered, in the case of the ACS, to:

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

and, in the case of the Municipality, to:

Clerk Administrator
The Corporation of the Municipality of Magnetawan
4304 Highway 520, 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 the West Parry Sound Health Centre, and not employees or agents of the Municipality.
- (b) Where the Minister amalgamates the 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 subclause, 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 the Parry Sound ACS and the Municipality have hereunto set their hands and seals.

For the West Parry Sound Health Centre/ Parry Sound ACS:

Cheryl Ward, Board Chair

Witness

Date Signed

Date Signed


Donald Sanderson, Chief Executive Officer

Witness


Date Signed

Date Signed

For the Municipality:



Sam Dunnett, Mayor



Witness

Roger Labelle, Clerk - Administrator
Commissioner for taking Oaths,
Municipality of Magnetawan,
District of Parry Sound

OCTOBER 8, 2014
Date Signed

OCT. 8/14
Date Signed

SCHEDULE A

Parry Sound ACs will provide:

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

SCHEDULE B

The Municipality will.

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



WEST PARRY SOUND HEALTH CENTRE

PARRY SOUND ACS

6 Albert Street,
Parry Sound, ON, P2A 3A4
Tel: (705)746-4540 Ext. 2330/2328

NOV 18 2014

Vision

Achieve Excellence
in Health for Life.

Mission

The West Parry Sound
Health Center is a uniquely integrated
organization
delivering, throughout our
communities, innovative
solutions in health and
wellness CARE.

Our Credo

We CARE for People

Strategic Directions

- Be a health care provider
of choice.
- Be a leading practice
organization.
- Have comprehensive and
effective communication
and public relations.
- Position the organization
as a leader in an ever-
changing environment.
- Be visible and active in
partnering with and for
the community.
- Optimize the client
experience.
- Provide optimum
governance, leadership
and partnering in the
new organization.

Donald Sanderson
Chief Executive Officer
dsanderson@wpsmc.com

David Gohier
Environmental & Support Services
Director
dgohier@wpsmc.com

Bruce Armstrong
ACS Manager
barmstrong@wpsmc.com

Rhonda Schneider
ACS Operations Manager
rschneider@wpsmc.com

Tina Crawford
ACS Administrative Assistant
tcrawford@wpsmc.com

November 17, 2014

Clerk Administrator
Municipality of Magnetawan
4304 Highway 520, Box 70
Magnetawan, ON
P0A 1P0

Please find enclosed, your copy of your signed fire dispatch contract with Parry
Sound Ambulance Communication Service.

This agreement that commenced on January 1, 2014 expires on December 31, 2016.

Should you have any questions or concerns regarding this contract or our services,
please feel free to contact us at 705-746-4540 ext. 2330.

Sincerely,

Tina Crawford
ACS Administrative Assistant

**FIRE DISPATCH AGREEMENT
(January 1, 2014 to December 31, 2016)**

THIS AGREEMENT effective as of the 1 day of January, 2014.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter referred to as the Municipality)

AND:

WEST PARRY SOUND HEALTH CENTRE
(hereinafter referred to as the Health Centre)

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 the Magnetawan Fire Service by the Parry Sound Ambulance Communications Service (hereinafter referred to as the "ACS"), which is operated by the West Parry Sound Health Centre (hereinafter referred to as the "Health Centre"), under the authority of the Minister of Health and Long-Term Care (hereinafter referred to as the "Minister");

NOW THEREFORE WITNESSETH 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) The 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 the ACS with one or more other Central Ambulance Communications Centre.
- (c) Where the Minister intends to amalgamate the 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 the Health Centre, 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 the Health Centre,
 - (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, the Health Centre shall,
 1. assign all of the rights and obligations of the 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 the ACS; and
 2. transfer to the Amalgamated CACC all equipment at the 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), the 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 the Health Centre 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 the Health Centre 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), the ACS may stop supplying some or all of the services set forth in Schedule A of this Agreement if the ACS cannot supply the services due to the mechanical or other similar failure of any equipment used by the ACS, regardless of the ownership of that equipment.
- (b) Where the ACS stops supplying services in accordance with sub-clause 2 (a), the Health Centre/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 the ACS by the Municipality. In the latter case, the Health Centre/ACS shall give the Municipality notice forthwith of 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 the 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 the 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 the ACS with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality; and
 - (ii) the Health Centre shall provide the ACS with proper substitute equipment, where the equipment that cannot be repaired was

purchased or owned by the Health Centre, so that the ACS can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY 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 the ACS (1), the Municipality(1), and the 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 to 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 the ACS is to provide call taking, call alerting and dispatch services under this Agreement is the Magnetawan Fire Service.
- (b) For the purpose of sub-clause 4 (b), the Municipality shall appoint a representative on the Committee for the 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 the ACS, and the Committee.

ADMINISTRATIVE FEES

6. (a) The Municipality shall pay the Health Centre an administrative fee of \$ 204.00 per month, due and payable on December 31, 2014, December 31, 2015, and December 31, 2016.
- (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) The Health Centre 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, 2014 and shall have a term of 3 years so that it will expire at 23:59 December 31, 2016 (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 the ACS all equipment purchased or owned by the Municipality.
- (b) Where this Agreement has been terminated under sub-clause 1(f), or clause 9, the ACS shall send the Municipality an invoice for any amount owed by the Municipality to the 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 transmission.

Any notice shall be addressed or delivered, in the case of the ACS, to:

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

and, in the case of the Municipality, to:

Clerk Administrator
The Corporation of the Municipality of Magnetawan
4304 Highway 520, 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 the West Parry Sound Health Centre, and not employees or agents of the Municipality.
- (b) Where the Minister amalgamates the 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 subclause, 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.

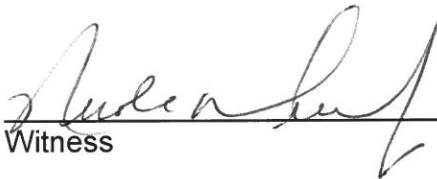
PROTECTION FROM CLAIMS

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 the Parry Sound ACS and the Municipality have hereunto set their hands and seals.

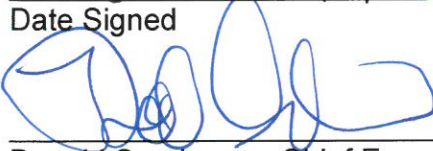
For the West Parry Sound Health Centre/ Parry Sound ACS:


Cheryl Ward, Board Chair
Cheryl Ward


Witness

November 10, 2014
Date Signed

November 10, 2014
Date Signed



Donald Sanderson, Chief Executive Officer

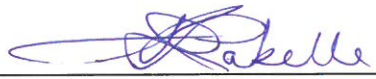

Witness *Sim Hauda*

NOV 14 2014
Date Signed

NOV 14 2014
Date Signed

For the Municipality:


Sam Dunnett, Mayor


Witness
Roger Labelle, Clerk - Administrator
Commissioner for taking Oaths,
Municipality of Magnetawan,
District of Parry Sound

Oct 27/14
Date Signed

OCT. 23/14
Date Signed

SCHEDULE A

Parry Sound ACs will provide:

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

SCHEDULE B

The Municipality will:

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

