

Corporation of the County of Perth

By-Law Number 3232-2011

**To Authorize the Execution of an Ambulance Call Payment Agreement between
the Corporation of the County of Perth and the City of Guelph**

WHEREAS the Corporation of the City of Guelph (Guelph) is responsible for payment for ambulance calls within the geographic boundaries of the City of Guelph and the County of Wellington in the Province of Ontario;

AND WHEREAS the Corporation of the County of Perth (Perth County) is responsible for payment for all ambulance services within the geographic boundaries of the County of Perth, City of Stratford and Town of St. Marys;

AND WHEREAS Guelph and Perth County have agreed to execute an Agreement for the purpose of confirming that the Ambulance Call Payment (described in Schedule "A" - Mutual Release) represents full and final resolution for all amounts owing for the Net Ambulance Calls that were made in the fiscal year commencing January 1, 2001 and ending December 31, 2009;

AND WHEREAS the Municipal Act, 2001 authorized municipalities to enter into Agreements;

NOW THEREFORE, the Council of the Corporation of the County of Perth hereby enacts as follows:

1. That the Ambulance Call Payment Agreement between the County of Perth and the City of Guelph is set out in Schedule "A" – Mutual Release shall be executed;
2. That the Warden and the Clerk are hereby authorized to sign the said Mutual Release and to affix the corporate seal thereto;

Read a first and second time this 17th day of February, 2011.

Read a third and finally passed this 17th day of February, 2011.

Julie Behrns, Warden

Kerri Ann O'Rourke, County Clerk

MUTUAL RELEASE

WHEREAS the Corporation of the City of Guelph ("Guelph") is responsible for payment for all ambulance calls within the geographic boundaries of the City of Guelph and the County of Wellington in the Province of Ontario;

AND WHEREAS the Corporation of the County of Perth ("Perth") is responsible for payment for all ambulance calls within the geographic boundaries of the County of Perth in the Province of Ontario;

AND WHEREAS, in the interests of public health and welfare, Guelph responds to ambulance calls within the geographic boundaries of the County of Perth and Perth responds to ambulance calls within the geographic boundaries of the City of Guelph and County of Wellington (the "Ambulance Calls") for the purposes of providing prompt response times;

AND WHEREAS in the fiscal years commencing January 1, 2001 and ending on December 31, 2009 inclusive (the "Applicable Fiscal Period"), Guelph made more Ambulance Calls within the geographic boundaries of the County of Perth than the Ambulance Calls that Perth made within the geographic boundaries of the City of Guelph, the particulars of which are annexed hereto as Schedule "A";

AND WHEREAS Perth has agreed to remit to Guelph a one-time payment in the amount of \$261,452.00 to compensate Guelph for the net Ambulance Calls during the Applicable Fiscal Period (the "Net Ambulance Calls"), the breakdown of which is annexed hereto as Schedule "A" (the "Ambulance Call Payment");

AND WHEREAS Perth and Guelph have agreed to execute this document for the purpose of confirming that the Ambulance Call Payment represents a full and final resolution for all amounts owing for the Net Ambulance Calls that were made during the Applicable Fiscal Period;

IN WITNESS WHEREOF Perth on the one hand and Guelph on the other hand for themselves and on behalf of their successors and assigns, in consideration of the Ambulance Call Payment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby irrevocably release, remise and forever discharge each other from and against any and all manner actions, costs, liabilities, causes of actions, costs, suits, proceedings, covenants, contracts, claims, damages and demands whatsoever which each ever had, now has, can or shall, or may hereafter have against the other in connection with the costs for all Ambulance Calls during the Applicable Fiscal Period.

AND for the said consideration, the parties further agree not to make any claim or take any proceedings in connection with any claims released herein against any other person or corporation who might claim contribution or indemnity or declaratory relief from the parties discharged by this Release.

IT IS UNDERSTOOD AND AGREED that the mutual release herein shall relate only to each party's costs for the Ambulance Calls. In the event a claim is made by a third party in connection with the Ambulance Calls, this mutual release shall not serve to preclude either party from seeking relief from the other in connection with such third party claims.

IT IS ACKNOWLEDGED AND AGREED that the Province of Ontario may implement legislation that could impact the required payments for Ambulance Calls for all or part of the Applicable Fiscal Period. In the event that the Province of Ontario passes legislation that requires an amendment of the Ambulance Call Payment as set out in this Agreement for all or part of the Applicable Fiscal Period, Guelph and Perth hereby acknowledge that the Ambulance Call Payment for the affected part of the Applicable Fiscal Period shall be returned to Perth and such legislation shall govern any payment required from Perth to Guelph for the Net Ambulance Calls for the affected part of the Applicable Fiscal Period. In such event, this Mutual Release shall be null and void as it relates to the affected part of the Applicable Fiscal Period and the parties shall comply with the legislation. Upon completing any payment required by the legislation, Perth and Guelph shall execute a Mutual Release in a form satisfactory to their respective solicitors

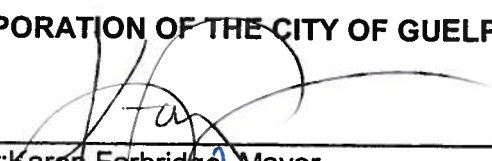
IT IS FURTHER UNDERSTOOD AND AGREED that unless otherwise agreed by the parties, any method of calculation to determine the Ambulance Call Payment shall not necessarily be the criteria upon which payments for Ambulance Calls will be determined for periods other than the Applicable Fiscal Period.

IT IS FURTHER AGREED that all parties will execute such further and other documents and assurances as may be reasonably required in order to give effect to this agreement.

THIS MUTUAL RELEASE shall ensure to the benefit of the parties hereto, their successors and assigns, and shall be binding upon the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Release as of the 9th day of December, 2010.

THE CORPORATION OF THE CITY OF GUELPH



Per: Karen Farbridge, Mayor



Per: Lois A. Giles, City Clerk

We have authority to bind the Corporation.

DATED AND SIGNED at the
City of Guelph 26th
of January, 2011

day

THE CORPORATION OF THE COUNTY OF PERTH

Per: Julie Behrns, Warden

Per: Bill Arthur, CAO

We have authority to bind the Corporation.

SCHEDULE "A"

Year	Guelph Calls in Perth	Perth Calls In Guelph	Net Calls By Perth	Cost Per Call	Amount Owing to Guelph
2001	882	50	832	\$129.00	\$107,328.00
2002	662	65	597	\$137.00	\$81,789.00
2003	379	45	334	\$142.00	\$47,428.00
2004	279	50	229	\$154.00	\$35,266.00
2005	69	42	27	\$164.00	\$4,428.00
2006	14	58	-44	\$175.00	\$-7,700.00
2007	17	39	-22	\$182.00	\$-4,004.00
2008	19	36	-17	\$193.00	\$-3,281.00
2009	10	9	1	\$198.00	\$198.00
TOTAL AMOUNT OWING TO Guelph					\$261,452.00