

THE CORPORATION OF THE MUNICIPALITY WEST GREY

BY - LAW NUMBER 93 - 2018

BEING, A by-law to to enter into a General Service Agreement between the Municipality of West Grey (Elmwood Fire Department) and the Grey Bruce Health Unit;

WHEREAS, the Council of the Municipality of West Grey deems it expedient and in the public interest to enter into the aforementioned Agreement;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:

1. That the General Service Agreement between the Municipality of West Grey (Elmwood Fire Department) and the Grey Bruce Health Unit, attached hereto as Schedule "A", and forming part of this bylaw, is hereby approved.
2. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign and seal the said Agreement.
3. That this by-law shall come into full force and effect on the date of passing.

READ a first and second time this 23rd day of August, 2018.

READ a third time and finally passed this 23rd day of August, 2018.

(Signed)
Kevin Eccles, Mayor

(Signed)
Mark Turner, Clerk

SCHEDULE “A” TO BY-LAW NUMBER 93 - 2018

MUNICIPALITY OF



**General Service Agreement – Municipality of
West Grey (Elmwood Fire Department) and
Grey Bruce Health Unit**

THIS GENERAL SERVICE AGREEMENT ("Agreement") dated this 23rd day of August, 2018.

BETWEEN:

Municipality of West Grey(Elmwood Fire Department)

("Service(s)")

- A N D -

GREY BRUCE HEALTH UNIT

("Health Unit")

1. RECITALS

WHEREAS this Agreement will be entered into in accordance with the Ministry of Health and Long-Term Care's Ontario Naloxone Program;

AND WHEREAS the Service(s) are either Municipal Police Services, Ontario Provincial Police, First Nation Police Services, Municipal Fire Services, First Nations Fire Services, or the Northern Fire Protection Program;

AND WHEREAS the Services desire the provision of Naloxone kits and/or refills;

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the parties to this Agreement agree as follows:

2. DEFINITIONS

In this Agreement, the following definitions will apply:

- (a) "Eligible Members" shall include all sworn police officers (specifically excluding all civilians or auxiliary officers), and shall include all uniformed firefighters, who have the training and education required to access Naloxone;
- (b) "Health Unit" means the Grey Bruce Health Unit;
- (c) "Ministry" means the Ministry of Health and Long-Term Care;
- (d) "Naloxone Kit" means the medication Naloxone, together with the tools used for the administration of Naloxone; and,

- (c) "Service(s)" means the party(ies) first named above, be they or it, be singular or plural, and "Services" shall have a corresponding meaning.

3. SERVICES

The Services acknowledge and agree that it shall furnish and perform the following:

- (a) the Services have developed and/or adopted program related policies and procedures for the carriage, storage, and deployment of Naloxone;
- (b) the Services have arranged training and education for its officers or firefighters, as the case may be, that will have access to Naloxone;
- (c) the Services may provide Naloxone kits and/or refills to Eligible Members,
 - (i) in the case of police services, sworn members of the police services, or
 - (ii) in the case of fire services, to the vehicles (apparatus) of the fire services, only to be used by uniformed members;
- (d) The Services shall use best efforts to complete all necessary reporting and order forms, as required by the Health Unit in its sole and absolute discretion, and return them to the Health Unit forthwith upon completion; and,
- (e) ensure any confidential information is maintained in accordance with *Personal Health Information Protection Act, 2004*, and the confidentiality policies of the Services.

4. HEALTH UNIT'S RESPONSIBILITIES

The Health Unit's sole responsibility shall be limited to ordering and distributing Naloxone kits and/or refills to the Services, when requested by the Services.

5. INDEMNITY

- (1) The Services hereby agree that it will, from time to time, and at all times hereafter, well and truly save, keep harmless, and fully indemnify the Health Unit, its directors, officers, servants, employees, successors, and assigns, from and against all actions, claims, demands, and costs whatsoever which may be brought against or made upon the Health Unit, its directors, officers, servants, and/or employees, may sustain, suffer, or be put to resulting from or arising out of the failure of the Services to exercise reasonable care, skill, or diligence in the performance or rendering or any work or service required hereunder by the Services, its agents, servants, employees, or subconsultants, or any of them.

- (2) For the purposes of this section, "costs" shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal, or arbitrator, or costs negotiated in the settlement of a claim or action.

6. INSURANCE

The Services also agree that it shall, during the performance of this Agreement, and at its own expense, cause to be maintained a professional liability policy of insurance in all respects, and with coverage levels or self-retention balances. The Services shall produce proof of insurance coverage if and when requested by the Health Unit.

7. TERM OF THIS AGREEMENT

- (1) The Health Unit and the Services shall jointly review the Agreement annually which remains in effect until terminated by either party pursuant to Section 8.
- (2) This Agreement may be extended and/or renewed for any period or periods of time provided such extensions and/or renewals are agreed to, in writing, by the Health Unit and the Services.

8. TERMINATION

- (1) Notwithstanding Section 7, the Health Unit and/or the Services may terminate this Agreement, without cause, on fourteen (14) days' written notice to the other.
- (2) Notwithstanding Subsection 7(1), above, the failure of the Services to comply with any of the provisions of this Agreement shall be a breach of the Agreement and the Health Unit may, in its sole and absolute discretion, terminate the Agreement, immediately, upon written notice, and thereafter the Health Unit shall be relieved from any and all liability under this Agreement to provide Naloxone or otherwise.

9. COMPLETE AGREEMENT

- (1) This Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement.
- (2) If one or more of the phrases, sentences, clauses, paragraphs, sections, or subsections contained in this Agreement shall be declared invalid by a final and unappealable order, decree, or judgment of any court of competent jurisdiction, this

Agreement shall be construed as if such phrase(s), sentence(s), clause(s), paragraph(s), section(s), or subsection(s) had not been inserted.

- (3) This Agreement may be changed only by a written amendment, signed, and dated by authorized representatives of both parties, or by a court order pursuant to subsection (2) hereof.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this _____ day of _____, 20____. The undersigned represent and warrant that they have the authority to bind the respective parties under this Agreement.

SERVICES: Municipality of West Grey(Elmwood Fire Department)

SIGNATURE: Kevin Eccles
Laura Johnston
"I have authority to bind the Services."

NAME: Kevin Eccles Laura Johnston

TITLE: Mayor CAO/Rep. Clerk

DATE: August 23, 2018 Aug 30, 18

HEALTH UNIT: **GREY BRUCE HEALTH UNIT**

SIGNATURE: _____
"I have authority to bind the Grey Bruce Health Unit."

NAME: _____

TITLE: _____

DATE: _____

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement this _____ day of _____, 20____. The undersigned represent and warrant that they have the authority to bind the respective parties under this Agreement.

SERVICES: Municipality of West Grey(Elmwood Fire Department)

SIGNATURE: Kevin Eccles.
Laura Johnston
"I have authority to bind the Services."

NAME: Kevin Eccles Laura Johnston

TITLE: Mayor CAO/Depy. Clerk

DATE: August 23, 2018 Aug 30/18

HEALTH UNIT: **GREY BRUCE HEALTH UNIT**

SIGNATURE: Ian Arva
"I have authority to bind the Grey Bruce Health Unit."

NAME: Dr. Ian Arva

TITLE: Consultant Physician

DATE: Sept 5, 2018