

**DUFFERIN COUNTY COUNCIL
ADDENDUM**



**Thursday, February 10, 2011
7:00 p.m.**

6. PRESENTATION AND CONSIDERATION OF REPORTS

6.5 MUSEUM BOARD MINUTES – February 9, 2011

Listed on
Agenda

THAT the Museum Board minutes of February 9, 2011, and the recommendations set out, be adopted.

**6.12 Chief Administrative Officer/Director of Ambulance Services –
Cross Border Billing – City of Guelph**

Not Listed
on Agenda

A report from the Chief Administrative Officer and Director of Ambulance Services with respect to cross border billing for ambulance services with the City of Guelph.

10. BY-LAWS

2011-13 A by-law to approve an agreement between the Corporation of the County of Dufferin and The Corporation for The City of Guelph for cross border billing (Ambulance Services).
(Authorization: General Government Services – April 26, 2010)

Not Listed
on Agenda

12. CLOSED SESSION

THAT Council move into closed session in accordance with Section 239 (c) a proposed or pending acquisition or disposition of land by the municipality.

Not Listed
on Agenda

12.3 Rail Sub-Committee Recommendation

12.4 Update on Lease Negotiations with the Province – 51 Zina Street

DUFFERIN COUNTY MUSEUM & ARCHIVES AND HERITAGE LANDS BOARD MINUTES



Thursday, February 9, 2011

The Museum Board met at 7 p.m. at 229 Broadway, Orangeville.

Members Present: Councillor John Oosterhof (Chair)
Councillor Allen Taylor
Councillor Ken McGhee
Warden Warren Maycock

Others Present: Councillor Laura Ryan

Staff Present: Wayne Townsend, Curator
Alan Selby, Treasurer
Suzanne Hannath, Acting Deputy Treasurer
Michelle Dunne, Council/Committee Coordinator

Declarations of Pecuniary Interest by Members

1. MUSEUM BOARD – February 9, 2011– Item #1
2011 Budget Review

The Committee reviewed the operating and capital budgets for the Museum & Archives and Heritage Lands Board and County Forest and made the following adjustments:

Plumbing (17-71000-00-5450) increase to \$1, 500
Painting (17-71000-00-5460) increase to \$1, 000
General Repairs (17-71000-00-5470) increase to \$3,000
Snow Clearing (17-71000-00-5630) increase to \$7,000
Add new line for Well Maintenance at \$2,500
Wages and Benefits Part-time increase by \$12,200
Transfer from Museum Trust Fund \$12,200
Transfer from Forest Reserve Fund (17-74000-00-9210) an additional \$8,000

COUNTY FOREST

2. MUSEUM BOARD – February 9, 2011 – Item # 2
Dufferin County Forest 2010 Annual Report

Report from the Forest Manager dated January 19, 2011 with respect to the 2010 County Forest Annual report.

Moved by Warden Maycock, seconded by Councillor McGhee

THAT the 2010 County Forest Annual report, be received.

-Carried-

MUSEUM

3. MUSEUM BOARD – February 9, 2011 – Item #3
DCMAHL Quarterly Reports

Report from the Director/Curator dated February 9, 2011 with respect to an overview of departmental activities, projects and initiatives.

Moved by Councillor McGhee, seconded by Councillor Taylor

THAT the DCMAHL Quarterly Report for the period June 1 to September 30, 2010 and the DCMAHL Quarterly Report for the period October 1 to December 31, 2010 be received.

-Carried-

OTHER BUSINESS

4. MUSEUM BOARD – February 9, 2011 – Item #4
Verbal Report – Composition of the Museum Board

Chair Oosterhof addressed the committee with respect to a report regarding the composition of the Museum Board. A report was drafted by staff, but it did not address the rationale of why the Committee structure should change. Change of the composition needs considerable thought and determination if change is required and how it will affect the function of the Board.

A copy of the draft report will be circulated to all members of the Committee for discussion at the next meeting. Warden Maycock will personally contact all applicants to advise them of the possible restructuring of the Board and they will be contacted when a decision has been made.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:45 p.m.

Next meeting: TBD
229 Broadway, Orangeville

Respectfully submitted,

Councillor John Oosterhof, Chair
Dufferin County Museum and Archives and Heritage Lands Board

THE CORPORATION OF THE COUNTY OF DUFFERIN



REPORT TO DUFFERIN COUNTY COUNCIL



To: Warden Maycock and Members of County Council

From: Linda J. Dean, MPA, Chief Administrative Officer
Tom Reid, Director of Emergency Services (Ambulance)

Meeting Date: February 10th, 2010

Subject: **Ambulance Cross Border Billing Agreement/Release Regional Municipality of the City of Guelph and the County of Wellington**

Purpose

The purpose of this report is to advise the Committee that the County of Dufferin and the City of Guelph have come to an agreement in respect of the cross border ambulance calls and to recommend a bylaw be enacted to authorize said agreement.

Background & Discussion

In January 2010, the Committee approved a recommendation authorizing staff “. . .to begin a dialogue with a view to negotiating an agreement with the County’s neighbouring Ambulance Service providers relative to past cross border billing costs and to establish a go forward position (for) future calls.” This recommendation was subsequently adopted by County Council on February 11th, 2010. The method of determining the costs for cross border billing will be based on the formula developed by the Regional Treasurers’ group as set out in the January 25th, 2010 report.

Since that time staff have been involved in discussions with a number of our neighbouring Ambulance Service providers on the cross border billing issue. We have reached an agreement with the City of Guelph which includes the County of Wellington. In the case of the City of Guelph and Dufferin, both municipalities do respond into each other’s calls; however, over the time the period reviewed, the County of Dufferin responded more often in the City of Guelph resulting in a positive net balance in the County of Dufferin’s favour. As a result, there will be a payment of \$146,396.00 resulting from this agreement. From a go forward perspective, the Regional Treasurers’ Group formula will be put in place. Under this formula, the cost per call will be adjusted annually based on the regional average price per call for that year. The calculation of

the regional average price per call includes, Paramedic wages, benefits, vehicle operating costs, station costs, average length of call and supplies.

Local Municipal Impact

There is no local municipal impact resulting from this report.

Financial, Staffing, Legal, or IT Considerations

Based on the number of calls between the City of Guelph and the County of Dufferin, the proposed agreement will see Dufferin receive \$146,396.00. It is expected the the Ministry of Health, Emergency Services Branch will claw back 50% of this revenue based on our 50/50 template of funding from the Province resulting in a net revenue of only \$73,193.00 to the County.

Recommendation

That the report of Linda J. Dean, Chief Administrative Officer and Tom Reid, Director of Dufferin County Ambulance Service dated February 10th, 2010 regarding the Ambulance Cross Border Billing agreement with the Regional Municipality of the City of Guelph, be received;

And that the appropriate bylaw be presented to County Council.

Respectfully submitted

Linda J. Dean, MPA
Chief Administrative Officer

Tom Reid
Director of Emergency Services
(Ambulance)

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 Dufferin ("Dufferin") is responsible for payment for all ambulance calls within the geographic boundaries of the County of Dufferin 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 Dufferin and Dufferin 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"), Dufferin made more Ambulance Calls within the geographic boundaries of the County of Wellington than the Ambulance Calls that Guelph made within the geographic boundaries of the County of Dufferin, the particulars of which are annexed hereto as Schedule "A";

AND WHEREAS Guelph has agreed to remit to Dufferin a one-time payment in the amount of \$146,396.00 to compensate Dufferin 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 Dufferin 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 Dufferin 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 Dufferin hereby acknowledge that the Ambulance Call Payment for the affected part of the Applicable Fiscal Period shall be returned to Guelph and such legislation shall govern any payment required from Guelph to Dufferin 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, Dufferin 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 th day of , 2011.

THE CORPORATION OF THE CITY OF GUELPH

Per: Karen Farbridge, Mayor

Per: Lois Giles, Clerk

We have authority to bind the Corporation.

The Corporation of the County of Dufferin

Per: _____, Warden

Per _____, Clerk

SCHEDULE "A"

Year	Dufferin Calls in Wellington	Wellington Calls In Dufferin	Net Calls By Dufferin	Cost Per Call	Amount Owing to Dufferin
2001	185	87	98	\$129.00	\$12,642
2002	124	74	50	\$137.00	\$6,850
2003	131	51	80	\$142.00	\$11,360
2004	169	24	145	\$154.00	\$22,330
2005	138	19	119	\$164.00	\$19,516
2006	146	25	121	\$175.00	\$21,175
2007	157	31	126	\$182.00	\$22,932
2008	115	14	101	\$193.00	\$19,493
2009	67	16	51	\$198.00	\$10,098
TOTAL AMOUNT OWING TO DUFFERIN					\$146,396

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2011-13

A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE CITY OF GUELPH FOR CROSS BORDER BILLING (AMBULANCE SERVICES)

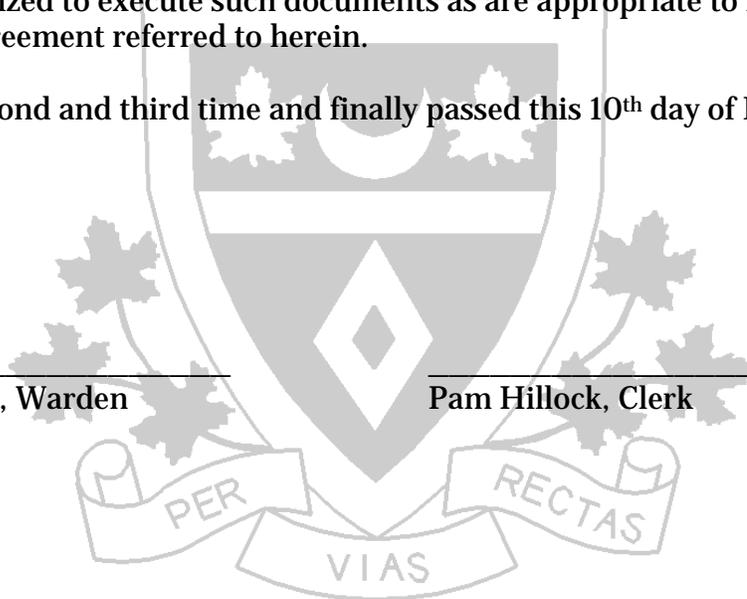
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS;

1. That the Agreement between the County of Dufferin and The Corporation of The City of Guelph dated February 10, 2011, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the Warden and Clerk be hereby authorized to execute the agreement and affix the corporate seal thereto.
3. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 10th day of February 2011.

Warren Maycock, Warden

Pam Hillock, Clerk



CROSS BORDER BILLING AGREEMENT

BETWEEN:

The Corporation of the City of Guelph ("Guelph")

AND:

The Corporation of the County of Dufferin ("Dufferin")

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 Dufferin ("Dufferin") is responsible for payment for all ambulance calls within the geographic boundaries of the County of Dufferin 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 Dufferin and Dufferin 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"), Dufferin made more Ambulance Calls within the geographic boundaries of the County of Wellington than the Ambulance Calls that Guelph made within the geographic boundaries of the County of Dufferin, the particulars of which are annexed hereto as Schedule "A";

AND WHEREAS Guelph has agreed to remit to Dufferin a one-time payment in the amount of \$146,396.00 to compensate Dufferin 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 Dufferin 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 Dufferin 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 Dufferin hereby acknowledge that the Ambulance Call Payment for the affected part of the Applicable Fiscal Period shall be returned to Guelph and such legislation shall govern any payment required from Guelph to Dufferin 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, Dufferin 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 _____th day of _____, 2011.

THE CORPORATION OF THE CITY OF GUELPH

Per: Karen Farbridge, Mayor

Per: Lois Giles, Clerk

We have authority to bind the Corporation.

THE CORPORATION OF THE COUNTY OF DUFFERIN

Per: Warren Maycock, Warden

Per Pam Hillock, Clerk

SCHEDULE "A"

Year	Dufferin Calls in Wellington	Wellington Calls In Dufferin	Net Calls By Dufferin	Cost Per Call	Amount Owning to Dufferin
2001	185	87	98	\$129.00	\$12,642
2002	124	74	50	\$137.00	\$6,850
2003	131	51	80	\$142.00	\$11,360
2004	169	24	145	\$154.00	\$22,330
2005	138	19	119	\$164.00	\$19,516
2006	146	25	121	\$175.00	\$21,175
2007	157	31	126	\$182.00	\$22,932
2008	115	14	101	\$193.00	\$19,493
2009	67	16	51	\$198.00	\$10,098
TOTAL AMOUNT OWING TO DUFFERIN					\$146,396