

BY-LAW NO. 2138

A BY-LAW OF THE CITY OF NORTH BAY to authorize the entering into an agreement for the supply of an ambulance service to the citizens of North Bay.

WHEREAS by authority of the Municipal Act being Chap. 249, Sec. 379(1) R.S.O. 1960 as amended by S.O. 1962-63 Chap. 87, Para 88c a municipality is authorized to enter into agreement with any person for a period not exceeding five years to maintain and operate ambulances for the purpose of conveying persons suffering from disease or accident to a hospital or other place at such rates or charges and on such other terms and conditions, including the payment of an annual subsidy to such person, as may be agreed upon.

THEREFORE THE MUNICIPAL CORPORATION OF THE CITY OF NORTH BAY ENACTS AS FOLLOWS:

THAT the City of North Bay enter into an agreement with Philip McCarthy to maintain and operate an ambulance service under the terms and conditions contained in the Agreement annexed hereto as Schedule "A".

THAT the Mayor and Clerk be authorized to sign said Agreement and to affix the Corporate Seal hereto.

READ A FIRST TIME IN OPEN COUNCIL THIS 17TH DAY OF FEBRUARY 1964.
READ A SECOND TIME IN OPEN COUNCIL THIS 17TH DAY OF FEBRUARY 1964.
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND PASSED THIS 17TH DAY OF FEBRUARY 1964.

.....*James Kelly*.....
DEPUTY MAYOR

.....*D. O. Fair*.....
CITY CLERK

This Agreement made this 21st day of February, 1964
B E T W E E N:

THE CORPORATION OF THE CITY OF NORTH BAY

Hereinafter called the "City"

of the First Part

A N D:

PHILIP McCARTHY, of the City of North Bay, in
the District of Nipissing, Ambulance Operator,

Hereinafter called the "Operator"

of the Second Part

WITNESSETH that whereas the City is desirous of having
an ambulance service provided for and made available to the citizens
of the City of North Bay under certain terms and conditions herein-
after expressed.

AND WHEREAS the Operator is prepared to provide such
service under such terms and conditions.

NOW THEREFORE the parties hereto have agreed and do
hereby agree each with the other as follows;

1. THE Operator shall provide through twenty-four hours
of each day during the continuance of this Agreement, an ambulance
service at the call of any person within the City of North Bay
and at the call of any resident of North Bay within a radius of
ten miles from the said City, for the purpose of transporting
sick and injured persons to and from any hospital in the said
City of North Bay or otherwise as directed by any Medical Doctor
who is a member of the staff of any hospital in the said City of
North Bay. To provide such service, the Operator shall keep
available at all times the following personnel and equipment.

(a) At least one fully equipped radio dispatch ambulance
vehicle complete with two stretchers, escape chair, oxygen tanks
and all other equipment normally used in such vehicles. The said
vehicle or vehicles shall be maintained in a clean and comfortable
condition and housed in a closed and heated shelter, when not in
use, during any and every period of cold or inclement weather.

(2)

(b) An adequate staff on service twenty-four hours a day, who are properly trained in accordance with the standards set by St. John's Ambulance Corps and neatly dressed in appropriate uniforms.

(c) The said equipment and personnel shall be maintained and on call at a location which is either centrally situated within the City of North Bay or situated in such a way that the said equipment and personnel shall have quick and convenient access to all sections of the said City.

2. THE Operator shall pay for all equipment, vehicles, supplies and other materials used in the operation of such service and shall pay the wages of the staff employed therein. He shall keep proper books of account for the operation of such service and such books of account shall be opened to inspection at any reasonable time by the City or its agents or designate, and will allow for audit by the auditors of the Corporation of the City of North Bay at the City's expense at any time.

3. THE City shall pay to the Operator for such service, during the continuance of this Agreement, a monthly rate of \$375.00, not in advance, but the City shall not be liable for any other payment whatsoever, for any reason whatsoever in connection with the operation of the said ambulance service, provided however that such monthly rate, or any lesser rate, shall only be paid so long as the operation of said ambulance service shows a deficit to the Operator.

4. THE Operator shall be entitled to charge for each and every call by such ambulance service, or from whom the Operator received a call for such service the sum of \$12.00 per attendance or call within the City limits of North Bay. Outside the limits of said City of North Bay and up to a radius of six miles a sum of \$15.00 will be charged. For any service which is beyond this range an additional charge of sixty cents per mile one way will be added to the pick up charge of \$15.00.

5. THE Operator shall maintain adequate insurance for public liability and property damage on every vehicle used in connection with such ambulance service as well as personal liability insurance on each and every member of his staff employed in such operation; And in any event it is specifically understood and agreed and the Operator does hereby promise, covenant and agree to indemnify and save harmless the Municipal Corporation of the City of North Bay from and against any and every claim for damages, debt, demand or other cause whatsoever arising out of such operation.

6. THIS Agreement and all the provisions hereof shall take effect on the 1st day of January 1964 and shall continue in full force and effect until the 31st day of December 1965, but nothing herein contained shall prevent the parties hereto from entering into a further Agreement in writing on or before the last mentioned date, to provide for the extension of the terms of this Agreement.

7. THIS Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns and shall not be varied except in writing properly executed by the parties hereto.

IN WITNESS HEREOF the parties hereto have set their respective hands and seals.

THE CORPORATION OF THE CITY OF NORTH BAY

.....
DEPUTY MAYOR

.....
CLERK

PHILIP MCCARTHY

WITNESSED BY

DATE

PLACE