

THE CORPORATION OF THE TOWNSHIP

BY-LAW NUMBER 11-12-518

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**A By-law to Authorize the Entering into of an Agreement Between the Pembroke Regional Hospital, City of Pembroke, Township of Laurentian Valley, Algonquins of Pikwakanagn First Nation, Town of Petawawa, Township of Whitewater Region, Township of Bonnechere Valley and North Algona Wilberforce Township to formally establish "The Upper Ottawa Valley Medical Recruitment Committee.**

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**WHEREAS** the Municipal Council of the Corporation of the Township of Whitewater Region deems it advisable to enter into an formal agreement with the parties listed above to recognize the that the parties have formed the "The Upper Ottawa Valley Medical Recruitment Committee"

**AND WHEREAS** the Parties are each providing an annual contribution to the "The Ottawa Valley Medical Recruitment Committee.

**AND WHEREAS** the parties wish to formalize the agreement attached hereto and marked as Schedule "A"

**NOW THEREFORE** the Council of the Corporation of the Township of Whitewater Region Enacts as Follows:

1. THAT the Mayor and Chief Administrative Officer are hereby authorized and directed to execute on behalf of the Corporation of the Township of Whitewater Region the agreement attached hereto as Schedule "A" to this by-law and to affix thereto the Corporate Seal, among the Corporation of the Township of Laurentian Valley, The City of Pembroke, The Algonquins of Pikwakanagan First Nation, The Town of Petawawa, The Township of Whitewater Region, The Township of Bonnechere Valley and the Township of North Algona Wilberforce and the Pembroke Regional Hospital.
2. THIS By-Law shall come into force and take effect upon the date of the final passing thereof.

**READ A FIRST AND SECOND TIME THIS 14<sup>TH</sup> DAY OF DECEMBER , 2011**

**READ A THIRD TIME AND PASSED THIS 14<sup>TH</sup> DAY OF DECEMBER 2011**

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
Chief Administrative Officer

OF THE EIGHTH PART

**WHEREAS** the City of Pembroke, Township of Laurentian Valley, Algonquins of Pikwakanagan First Nations, Town of Petawawa, Township of Whitewater Region, Township of Bonnechere Valley, Township of North Algona Wilberforce, and the hospital (hereinafter referred to as the "municipalities") have determined that their geographic area lacks a sufficient number of family physicians to provide medical services to the municipalities and, accordingly, the said municipalities and other interested parties have established "The Upper Ottawa Valley Medical Recruitment Committee" to recruit a physician or physicians to provide such services.

**AND WHEREAS** the parties are known collectively as "The Upper Ottawa Valley Medical Recruitment Committee" (hereinafter referred to as the "Committee").

**AND WHEREAS** the Hospital provides funding to the Committee for the purposes of recruitment.

**AND WHEREAS** the parties wish to enter into an Agreement to provide for contributions by each of the participants on an ongoing basis and general parameters for participation and involvement.

**AND WHEREAS** the Committee wishes to work together for the enhancement of medical services and recruitment of physicians in and for the geographical service area of the participating organizations.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. That each of the parties, namely, the Hospital, Pembroke, Laurentian, Algonquins, Petawawa, Whitewater, Bonnechere, and Algona, will appoint a representative and **an alternate** to sit on the Committee, **however, each of the parties will have only one vote.**
2. That each representative of the party shall be entitled and have the authority to enter into Contracts and execute Agreements **as authorized by** their respective principal.
3. That each of the parties shall contribute to the ongoing costs of the Committee on a yearly basis as follows:
  - a) Hospital - matching municipal funds to a maximum of \$50,000
  - b) **AND WHEREAS** MPAC which is the "Municipal Property Assessment Corporation" provides statistics as to the population of each municipality and will be utilized by the Committee to determine the per capita contribution of each municipality, Now Therefore the municipalities and the Algonquins will pay \$1 per capita as determined by MPAC in December of **the previous** year.
4. That the Committee shall set up a structure with a Chair, a Vice Chair, a Secretary and a Treasurer whose positions will be reviewed and voted on at the first meeting of each calendar year. The Committee shall follow Robert's Rules of Order as a guideline.
5. That any party wishing to terminate their relationship with the Committee shall provide one (1) year's notice prior to the end of a calendar **year**, with notice to be effective on the last day of the next calendar year. For example, if notice of termination is given July 01<sup>st</sup>, 2012, such termination becomes effective on December 31<sup>st</sup>, 2013.
6. Should the Committee agree to accept and to recruit a Physician, then each of the Committee members shall **confirm** their respective monetary commitments with respect to incentives for that physician in a separate Agreement that shall be executed by all the parties hereto.

#### ENTIRE AGREEMENT

7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior Agreements, understandings, negotiations and discussions of the parties, whether written or oral, expressed or implied between the parties or on their behalf, and there shall be no warranties, representations or other agreements between the parties relating thereto, except as specifically set forth herein.

#### ARBITRATION

8. Should the parties have a dispute with respect to any terms of this Agreement, the parties agree that all matters and differences between the parties in relation to this Agreement shall be referred to the arbitration of a single Arbitrator if the parties agree upon one, otherwise to three Arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of the arbitration. The award and determination of the Arbitrator or Arbitrators or any two of the three Arbitrators shall be binding upon the parties and their respective heirs, executors, administrators and assigns.

9. The parties hereto agree that with respect to any dispute for arbitration that the parties agree to abide by the *Arbitrations Act for the Province of Ontario* in that respect.

#### AMENDMENT/WAIVER

10. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

#### SEVERABILITY

11. In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions, or parts of it, shall be and remain in full force and effect.

#### HEADINGS

12. The headings utilized in this agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreement contained in this agreement.

#### GOVERNING LAW

13. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. Each party hereto irrevocably attorns to and submits to the exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder or related hereto.

**SCHEDULE "A"**

**THIS AGREEMENT** made this 21 day of FEB, 2012

**BETWEEN:**

**PEMBROKE REGIONAL HOSPITAL**

hereinafter referred to as "Hospital"

**OF THE FIRST PART**

-and -

**THE CORPORATION OF THE CITY OF PEMBROKE**

hereinafter referred to as "Pembroke"

**OF THE SECOND PART**

-and -

**THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY**

hereinafter referred to as "Laurentian"

**OF THE THIRD PART**

-and-

**ALGONQUINS OF PIKWAKANAGAN FIRST NATION**

hereinafter referred to as "Algonquins"

**OF THE FOURTH PART**

-and-

**THE CORPORATION OF THE TOWN OF PETAWAWA**

hereinafter referred to as "Petawawa"

**OF THE FIFTH PART**

-and-

**THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION**

hereinafter referred to as "Whitewater"

**OF THE SIXTH PART**

-and-

**THE CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY**

hereinafter referred to as "Bonnechere"

**OF THE SEVENTH PART**

-and-

**THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP**

hereinafter referred to as "Algona"

OF THE EIGHTH PART

**WHEREAS** the City of Pembroke, Township of Laurentian Valley, Algonquins of Pikwakanagan First Nations, Town of Petawawa, Township of Whitewater Region, Township of Bonnechere Valley, Township of North Algona Wilberforce, and the hospital (hereinafter referred to as the "municipalities") have determined that their geographic area lacks a sufficient number of family physicians to provide medical services to the municipalities and, accordingly, the said municipalities and other interested parties have established "The Upper Ottawa Valley Medical Recruitment Committee" to recruit a physician or physicians to provide such services.

**AND WHEREAS** the parties are known collectively as "The Upper Ottawa Valley Medical Recruitment Committee" (hereinafter referred to as the "Committee").

**AND WHEREAS** the Hospital provides funding to the Committee for the purposes of recruitment.

**AND WHEREAS** the parties wish to enter into an Agreement to provide for contributions by each of the participants on an ongoing basis and general parameters for participation and involvement.

**AND WHEREAS** the Committee wishes to work together for the enhancement of medical services and recruitment of physicians in and for the geographical service area of the participating organizations.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. That each of the parties, namely, the Hospital, Pembroke, Laurentian, Algonquins, Petawawa, Whitewater, Bonnechere, and Algona, will appoint a representative and *an alternate* to sit on the Committee, *however, each of the parties will have only one vote.*

2. That each representative of the party shall be entitled and have the authority to enter into Contracts and execute Agreements *as authorized by* their respective principal.

3. That each of the parties shall contribute to the ongoing costs of the Committee on a yearly basis as follows:

a) Hospital - matching municipal funds to a maximum of \$50,000

b) **AND WHEREAS** MPAC which is the "Municipal Property Assessment Corporation" provides statistics as to the population of each municipality and will be utilized by the Committee to determine the per capita contribution of each municipality, Now Therefore the municipalities and the Algonquins will pay \$1 per capita as determined by MPAC in December of *the previous year.*

4. That the Committee shall set up a structure with a Chair, a Vice Chair, a Secretary and a Treasurer whose positions will be reviewed and voted on at the first meeting of each calendar year. The Committee shall follow Robert's Rules of Order as a guideline.

5. That any party wishing to terminate their relationship with the Committee shall provide one (1) year's notice prior to the end of a calendar *year*, with notice to be effective on the last day of the next calendar year. For example, if notice of termination is given July 01<sup>st</sup>, 2012, such termination becomes effective on December 31<sup>st</sup>, 2013.

6. Should the Committee agree to accept and to recruit a Physician, then each of the Committee members shall *confirm* their respective monetary commitments with respect to incentives for that physician in a separate Agreement that shall be executed by all the parties hereto.

ENTIRE AGREEMENT

7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter

hereof and supersedes all prior Agreements, understandings, negotiations and discussions of the parties, whether written or oral, expressed or implied between the parties or on their behalf, and there shall be no warranties, representations or other agreements between the parties relating thereto, except as specifically set forth herein.

#### ARBITRATION

8. Should the parties have a dispute with respect to any terms of this Agreement, the parties agree that all matters and differences between the parties in relation to this Agreement shall be referred to the arbitration of a single Arbitrator if the parties agree upon one, otherwise to three Arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of the arbitration. The award and determination of the Arbitrator or Arbitrators or any two of the three Arbitrators shall be binding upon the parties and their respective heirs, executors, administrators and assigns.

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13. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. Each party hereto irrevocably attorns to and submits to the exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder or related hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the date and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

[Signature]  
Witness

[Signature]  
Witness

**Pembroke Regional Hospital**

)  
) [Signature]  
) Per:

)  
) [Signature]  
) Per:

**The Corporation of the City of Pembroke**

[Signature]  
Witness

[Signature]  
Witness

)  
) [Signature]  
) Per:

)  
) [Signature]  
) Per:

**The Corporation of the Township of Laurentian Valley**

[Signature]  
Witness

[Signature]  
Witness

)  
) [Signature]  
) Per:

)  
) [Signature]  
) Per:

**Algonquins of Pikwakanagan First Nations**

[Signature]  
Witness

)  
) [Signature]  
) Per:

V. Two-Ace  
Witness

)  
) Ronald L. Bernard  
) Per:

Sh. Al  
Witness

**The Corporation of the Town of Petawawa**  
)  
) [Signature]  
) Per:

Sh. Al  
Witness

)  
) MW Stetha  
) Per:

Annette M. Hapel  
Witness

**The Corporation of the Township of Whitewater Region**  
)  
) [Signature]  
) Per:

Annette M. Hapel  
Witness

)  
) [Signature]  
) Per:

Sandra Ban  
Witness

**The Corporation of the Township of Bonnechere Valley**  
)  
) [Signature]  
) Per:

Sandra Ban  
Witness

)  
) [Signature]  
) Per:

[Signature]  
Witness

**The Corporation of North Algona Wilberforce Township**  
)  
) A. K. Weckworth  
) Per:

[Signature]  
Witness

)  
) Marilyn M. Schuder  
) Per:



Prepared by: McCann, Sheppard & Gervais  
Barristers & Solicitors  
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*Bruce Lloyd*  
CERTIFIED A TRUE  
COPY