

**Fire Department Administration
Shared Services Agreement**

This agreement made this 25th day of March, 2024.

Between:

The Corporation of the Township of Southwold
(Hereinafter referred to as "Southwold")

Of the First Part

- and -

The Corporation of the Municipality of Dutton/Dunwich
(Hereinafter referred to as "Dutton/Dunwich")

Of the Second Part

- and -

The Corporation of the Municipality of West Elgin
(Hereinafter referred to as "West Elgin")

Of the Third Part

Whereas the Councils of Southwold, Dutton/Dunwich and West Elgin wish to share resources between the municipalities for Fire Department Administration Services;

And Whereas Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

And Whereas Section 6(1) of the Fire Protection and Prevention Act, 1997, S.O. 1997, CHAPTER 4, as amended, provides that if a fire department is established for the whole or a part of a municipality or for more than one municipality, the council of the municipality or the councils of the municipalities, as the case may be, shall appoint a fire chief for the Fire Department;

And Whereas Section 6(2) of the Fire Protection and Prevention Act, 1997, S.O. 1997, CHAPTER 4, as amended, provides that the council of a municipality or the councils of two or more municipalities may appoint one fire chief for two or more fire departments;

Now Therefore the parties hereto mutually agree as follows:

General

1. That the services of the Southwold Director of Emergency Services/Fire Chief and Southwold Fire Coordinator will be shared with West Elgin and Dutton/Dunwich to:
 - 1.1 Provide administration and enforcement of the Fire Protection and Prevention Act and the Fire Code
 - 1.2 Provide leadership to the Fire Department;
 - 1.3 Provide Fire Department Administration services, including overall management of the department, policy development, budget preparation, purchasing, human resources, training, supervision of fire prevention and education programs, reporting to Council;
 - 1.4 Major incident command.
2. Schedule "A" attached hereto and forming part of this agreement are the Director of Emergency Services/Fire Chief and Fire Coordinator job descriptions, which sets out the main responsibilities and working conditions for the Fire Department Administration Services while performing duties for Southwold, Dutton/Dunwich, and West Elgin.
3. The Director of Emergency Services/Fire Chief and Fire Coordinator shall be employees of Southwold and shall be subject to the employment policies and procedures, as adopted and implemented, by Southwold.
4. The Fire Coordinator's immediate supervisor is the Southwold Director of Emergency Services/Fire Chief.
5. The Director of Emergency Services/Fire Chief's immediate supervisor is the Southwold CAO/Clerk.
6. While providing service to Dutton/Dunwich, the Fire Department Administration Services shall comply with Dutton/Dunwich operating policies and procedures. The Dutton/Dunwich CAO/Treasurer shall be the Fire Department Administration Services team's immediate supervisor for operational matters in Dutton/Dunwich. Operational matters do not include

the Fire Department Administration Services' employment terms, human resources or disciplinary matters. Any concerns or issues from Dutton/Dunwich about Fire Department Administration Services' employment matters shall be directed to the Southwold CAO/Clerk.

7. While providing service to West Elgin, the Fire Department Administration Services shall comply with West Elgin operating policies and procedures. The West Elgin CAO/Treasurer shall be the Fire Department Administration Services Team's immediate supervisor for operational matters in West Elgin. Operational matters do not include the Fire Department Administration Services' employment terms, human resources or disciplinary matters. Any concerns or issues from West Elgin about Fire Department Administration Services' employment matters shall be directed to the Southwold CAO/Clerk.
8. The Southwold Director of Emergency Services/Fire Chief shall be authorized to determine administrative and scheduling details to implement this agreement.
9. The Southwold Director of Emergency Services/Fire Chief shall be appointed by By-Law as Fire Chief in both West Elgin and Dutton/Dunwich.

Service Provision and Cost Sharing

10. The parties agree that Fire Department Administration Services provided under this agreement shall be provided equally to Southwold, Dutton/Dunwich, and West Elgin, based on a 40 hour work week for the Director of Emergency Services/Fire Chief and a 35 hour work week for the Fire Coordinator.
11. The parties recognize that due to the nature of Fire and Emergency Services, the availability of resources, weather, support staffing, meetings, training, and other non-routine events, there is not the expectation that time will be balanced over each day or week. Balancing of time dedicated to Southwold, Dutton/Dunwich, and West Elgin will be viewed over a longer period of time, such as monthly or quarterly.
12. Southwold shall invoice to West Elgin and Dutton/Dunwich on a monthly basis for Fire Administration Services provided.
13. The monthly fee shall be \$8,666.00. Partial months shall be prorated

based on the number of working days in the month.

14. The fee set out in Section 13 shall be for the year 2024 and shall commence on April 1, 2024. The monthly cost shall be adjusted on January 1 of each subsequent year in accordance with the Statistics Canada, Consumer Price Index - Ontario - All Goods for the 12 months ending September 30 each year.
15. The monthly fee includes all regular Wages, Manulife Benefits, OMERS Pension Contributions, Communication Costs (Mobile Phone), Vacation, Sick Time, Statutory Holiday Time, Small equipment used exclusively by the Fire Chief and Fire Coordinator, Conference Attendance, Fire Chief/Coordinator Training applicable to both municipalities, Travel for common activities, including meetings, conferences, training at the current Southwold travel rate, Meals and accommodation for common activities, and Southwold office space used for Dutton/Dunwich and West Elgin Administration. Overtime pay incurred will be invoiced at actual costs.
16. West Elgin and Dutton/Dunwich will maintain and provide appropriate access to the online software systems and licenses required for the effective administration of the Fire Department.
17. Southwold will provide computer and communication equipment that can be utilized for all municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.
18. Any additional fire inspection and third-party costs associated with completing fire inspection shall be the responsibility of Dutton/Dunwich and West Elgin respectively. It is explicitly acknowledged that Southwold Fire Administration Services does not include Fire Inspection Services.
19. The reporting location for the Fire Department Administration Services when attending Dutton/Dunwich shall be 199 Currie Road, Dutton ON NOL 1J0. The reporting location for the Fire Department Administration Services when attending West Elgin shall be 22413 Hoskins Line, Rodney ON NOL 2C0. It is understood by all parties that due to the nature of services being provided by the Fire Department Administration Services, service provided will not be exclusive to the municipality in which the Fire Department Administration Services is working from and services in common for all municipalities could be provided from any location. It is

agreed that the Fire Department Administration Services will work primarily within the Southwold office or remotely, in accordance with Southwold human resources policies and procedures.

Ongoing Review

20. The Fire Department Administration Services, West Elgin CAO/Treasurer, Dutton/Dunwich CAO/Treasurer and Southwold Director of Emergency Services/Fire Chief shall meet annually to review operation of this agreement. Each municipality's CAOs are authorized to **make** administrative and minor operational adjustments for efficient implementation of this agreement, upon mutual agreement.
21. On an annual basis, the CAO of each municipality shall report to their respective Council on the operation of this agreement.

Agreement Term

22. This agreement shall commence on April 1st and shall continue until amended or terminated in accordance with the provisions set out in this agreement.

Agreement Amendment

23. This agreement may be amended at any time, subject to agreement by all parties. Any amendment shall be in writing and approved by the respective municipal Councils.

Agreement Termination

24. Either party may terminate this agreement by providing written notice to the other party.
25. Termination of the agreement will take place 6 months after notification has been provided in writing and acknowledged by the other parties, or at another date, mutually agreed upon, in writing, by the parties.

Fire Department Administration Services Resignation, Termination, Inability to Fulfill Position

26. Should the Fire Department Administration Services be unable to fulfill

the responsibilities and requirements set out in this agreement, Southwold shall:

- a) immediately notify West Elgin and Dutton/Dunwich
- b) work collaboratively with West Elgin and Dutton/Dunwich to maintain the provision of Fire Department Administration Services services in the short-term, until the Fire Department Administration Services positions are filled, or another course of action is determined

27. Notwithstanding Section 22, either party may immediately terminate this agreement if the Fire Department Administration Services is unable to fulfill the responsibilities and requirements set out in this agreement.

28. Southwold shall not be held liable for failure to provide service under this agreement should the Fire Department Administration Services be unable to fulfill the responsibilities and requirements contained in this agreement.

Fire Department Administration Services Recruitment

29. Should Southwold be required to recruit to fill either the Fire Chief or Fire Coordinator position, West Elgin and Dutton/Dunwich shall be entitled to have up to one Senior Management member participate in the interview process and provide input to determine the preferred candidate. Southwold shall take into consideration input from West Elgin and Dutton/Dunwich interviewers, but the final determination on the candidate to be selected and employment terms shall be determined by Southwold.

Written Notice

30. Where required under this agreement, written notice shall be provided as follows:

Township of Southwold
Attn: CAO/Clerk
35663 Fingal Line
Fingal ON NOL 1KO

Municipality of West Elgin
Attn: CAO/Treasurer

22413 Hoskins Line
Rodney ON NOL2C0

Municipality of Dutton/Dunwich
Attn: CAO/Treasurer
199 Currie Road,
Dutton ON NOL 1J0

Severability

31. The parties agree that in the event that any provision, clause, Article or attachment herein, or part thereof, which form part of the agreement, are deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, Articles, attachments or parts thereof, shall be and remain in full force and effect.

Governing Law

32. Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Insurance and Liability

33. Southwold, Dutton/Dunwich and West Elgin agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:

- a. A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Fire Department Administration Services Shared Services pursuant to this agreement in an amount not less than the full replacement cost.
- b. A General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each parties to the agreement as an additional insured with respect to the Fire Department Administration Services Shared Service

Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

Mutual Indemnification

34. Southwold covenants and agrees that it shall indemnify, defend and save harmless West Elgin and Dutton/Dunwich from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Southwold to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of West Elgin and Dutton/Dunwich. This indemnity shall survive the early termination or expiry of this Agreement.

35. West Elgin covenants and agrees that it shall indemnify, defend and save harmless the Southwold and Dutton/Dunwich from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the West Elgin to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Southwold and Dutton/Dunwich. This indemnity shall survive the early termination or expiry of this Agreement.


36. Dutton/Dunwich covenants and agrees that it shall indemnify, defend and save harmless the Southwold and West Elgin from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the Dutton/Dunwich to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Southwold and West Elgin. This indemnity shall survive the early termination or expiry of this Agreement.

Counterpart Signing


37. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF the said parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

The Corporation of the Township of Southwold



Mayor



Clerk

The Corporation of the Municipality of Dutton/Dunwich

Mayor

Clerk

The Corporation of the Municipality of West Elgin

Mayor

Clerk