

Effective Date: , 2021

Corporation of the County
of Elgin

The Corporation of the
Municipality of
Central Elgin

The Corporation of the
Municipality of Bayham

The Corporation of the
Township of Malahide

The Corporation of the
Township of Southwold

The Corporation of the
Municipality of
Dutton/Dunwich

The Corporation of the
Municipality of West Elgin

Fire Training Officer/
Community Emergency
Management Coordinator
Amending Agreement

Stephen H. Gibson
450 Sunset Drive
St. Thomas, ON
N5R 5V1

County Solicitor

This Amending Agreement made effective the day of , 2021.

Between:

Corporation of the County of Elgin
(hereinafter "Elgin")

Of The First Part

And:

The Corporation of the Municipality of Central Elgin
(hereinafter "Central Elgin")

Of The Second Part

And:

The Corporation of the Municipality of Bayham, The Corporation of the
Township of Malahide, The Corporation of the Township of Southwold,
The Corporation of the Municipality of Dutton Dunwich, and The
Corporation of the Municipality of West Elgin
(hereinafter, individually, "Bayham", "Malahide", "Southwold",
"Dutton Dunwich", and "West Elgin" and, collectively, the
"originally contracting local municipalities")

Of The Third Part

WHEREAS Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended,
(hereinafter "FPPA" or "Act") sets forth the obligations of, among others, local
municipalities for the provision of, among other things, fire protection services;

AND WHEREAS fire protection services includes, by definition, fire prevention and fire
safety education as well as the training of persons involved in provision of such services;

AND WHEREAS the Act, by section 2(2), contemplates that, in discharging its statutory
responsibilities, a local municipality shall establish fire departments;

AND WHEREAS the local municipalities within the territorial limits of the County of Elgin
have established fire departments as contemplated by the Act, which fire departments
operate under the leadership, guidance, and supervision of a Fire Chief appointed by
each local municipality (hereinafter "local Fire Chief" or, collectively, "local Fire Chiefs");

AND WHEREAS the Act, by section 9(2), provides that it is the duty of the Fire Marshall
to develop training programs and evaluation systems for persons involved in the provision
of fire protection services and to provide programs to improve practices relating to fire
protection services;

AND WHEREAS the Act, by section 10(1), provides that the Fire Marshall may delegate
any power or duty that is granted to or vested in the said Fire Marshall under the Act to
any person or class of persons, subject to such limitations, restrictions, conditions, and
requirements as may be set forth in such delegation;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, as amended, contemplates and provides for agreements between municipalities for the provision of services which each such municipality is required to deliver and provide within its own territorial limits;

AND WHEREAS Elgin employs and has appointed a Fire Training Officer/Community Emergency Management Coordinator (hereinafter "Officer") as a resource person qualified and able, among other things, to assist in the development, co-ordination, and delivery of required training and education programs for fire service personnel, including special teams, in support of an associated with local fire training programs implemented under the direction and authority of local Fire Chiefs;

AND WHEREAS Elgin and the original contracting local municipalities entered into A Fire Training Officer Cost sharing Agreement ("Agreement"), effective the first day of June, 2020, pursuant to which Agreement the original contracting local municipalities agree to utilize the Officer to assist in the development, co-ordination, and delivery of required training and education programs for local fire service personnel, including special teams, in support of and associated with local fire training programs implemented under the direction and authority of the local Fire Chiefs;

AND WHEREAS Central Elgin wishes to have access to and utilized the said services of the Officer to assist in the development, co-ordination, and delivery of required training and education programs for its local fire service personnel, including special teams, in support of and associated with local fire training programs implemented under the direction and authority of its Fire Chief;

AND WHEREAS Central Elgin thereby wishes to be added as a contracting local municipality to the aforementioned Agreement amongst Elgin and the original contracting local municipalities on the same terms and conditions as set forth therein;

AND WHEREAS Elgin is prepared to agree to the addition of Central Elgin as a contracting local municipality pursuant to such Agreement and the original contracting local municipalities are prepared to consent to such necessary amendments to that end;

AND WHEREAS Elgin, Central Elgin, and the original contracting local Ms. Pauli's wish to reduce the terms and conditions of addition of Central Elgin as a contracting local municipality to the said Agreement.

NOW THEREFORE, in consideration of payment of the sum of ONE DOLLAR (\$1.00) now paid by Central Elgin to each of the other Parties hereto and the mutual promises and covenants hereinafter contained, the receipt and/or sufficiency of which consideration is hereby irrevocably acknowledged, the Parties hereto agree and covenant as follows:

1. Preamble Paragraphs

The Parties hereby acknowledge the preamble paragraphs set forth above as accurate and, furthermore, agree that the said preamble paragraphs shall be deemed incorporated in and forming part of this Agreement.

2. Fire Training Officer Cost Sharing Agreement

Although not formally attached hereto, the Parties to this Agreement agree that the Fire Training Officer Cost Sharing Agreement, made effective the 1st day of June, 2020, executed by Elgin and the original contracting local municipalities hereto in counterparts, is deemed to be incorporated in and form part of the within Agreement.

3. Amendments to the Fire Training Officer Cost Sharing Agreement

The Parties to this Agreement agree that the Fire Training Officer Cost Sharing Agreement, made effective the 1st day of June, 2020, shall be amended as follows:

- (i) The list of Parties to the said Fire Training Officer Cost Sharing Agreement shall be amended by adding "The Corporation of the Municipality of Central Elgin" as the Party of the Seventh Part pursuant to the following wording between identification of The Corporation of the Municipality of West Elgin as the Party of the Sixth Part and the first preamble paragraph:

"AND:

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
(hereinafter "Central Elgin")

Of The Seventh Part"

- (ii) The definition of "Fire Chief" in section 1.2 shall be amended by deletion of the words and punctuation mark "and West Elgin." At the end of such section 1.2 and substitution of the words and punctuation marks "West Elgin, and Central Elgin." therefor.
- (iii) The definition of "Contracting local municipalities" in section 13 shall be amended by deletion of the words and punctuation mark "and West Elgin." at the end of such section 1.3 and substitution of the words and punctuation marks "West Elgin, and Central Elgin." therefor.
- (iv) Section 7.2, relating to "Payment of Services Through Levy to Local Municipalities", shall be amended by deletion of the words " tier municipalities, as well as the Corporation of the Town of Aylmer and The Corporation of the Municipality of Central Elgin, as non-contracting local municipalities." and the following words substituted therefor:

" tier municipalities, as well as the Corporation of the Town of Aylmer as a non-contracting local municipality.".
- (v) Section 10.3, relating to "Insurance/Save Harmless" commitments, shall be amended by deleting the word "and" between "Southwold," and "West Elgin" and addition of the words "and Central Elgin" immediately following the words "West Elgin".
- (vi) Section 10.4, relating to "Insurance/Save Harmless" commitments, shall be amended by deleting the words "and" between "Southwold," and "West Elgin" in addition of the words "and Central Elgin" immediately following the words "West Elgin".
- (vii) Section 11.1, relating to "Release" commitments, shall be amended by deleting the word "and" between "Southwold," and "West Elgin" and addition of the words "and Central Elgin" immediately following the words "West Elgin".
- (viii) Section 11.2, relating to "Release" commitments, shall be amended by deleting the word "and" between "Southwold," and "West Elgin" and addition of the words "and Central Elgin" immediately following the words "West Elgin".

- (ix) Section 12.1, relating to delivery of Notices, shall be amended by adding the following at the end of the section, following reference to West Elgin contact information:

“To Central Elgin at: 450 Sunset Drive,
St. Thomas, Ontario N5R 5V1
Fax: (519) 631-4036

- (x) The signature blocks for the Parties to the said Fire Training Officer Cost Sharing Agreement shall be amended to provide the following signature block following the signature block for The Corporation of the Municipality of West Elgin:

“ The Corporation of the Municipality of Central Elgin

Per: _____
Name: Sally Martyn
Position: Mayor

Per: _____
Name: Paul Shipway
Position: Chief Administrative Officer “

and, by execution of this Amending Agreement, the signatures of the said municipal Ofc. shall be deemed to be completed and endorsed upon the said Fire Training Officer Cost Sharing Agreement, as then amended.

4. Balance of Fire Training Officer Cost Sharing Agreement To Remain Unchanged

The Parties hereto acknowledge and agree that all other terms, conditions, and provisions of the Fire Training Officer Cost Sharing Agreement, effective the 1st day of June, 2020, and as hereby amended, shall be and remain unchanged and binding upon each individual Party and all collective Parties then named and identified therein.

5. Consent of the Original Contracting Local Municipalities

in compliance with and as required by section 12.3 of the Fire Training Officer Cost Sharing Agreement, the original contracting local municipalities consent to the amendments to the said Fire Training Officer Cost Sharing Agreement as set forth in this Amending Agreement.

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6. Electronic Signatures / Signatures In Counterparts

THIS Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by the signature of authorized officials upon the dates and at the locations set forth below.

SIGNED, SEALED & DELIVERED

in the presence of

) Corporation of the County of Elgin

per: _____

Name: Tom Marks

Position: Warden

per: _____

Name: Julie Gonyou

Position: CAO/Clerk

We have authority to bind the Corporation

) The Corporation of the Municipality of
) Central Elgin

per: _____

Name: Sally Martyn

Position: Mayor

per: _____

Name: Paul Shipway

Position: CAO/Clerk

) The Corporation of the Municipality of
) Bayham

per: _____

Name: Edward Ketchabaw

Position: Mayor

per: _____

Name: Thomas Thayer

Position: CAO/Clerk

We have authority to bind the Corporation

) **The Corporation of the Township of Malahide**

)

)

) per: _____

)

Name: David Mennill

)

Position: Mayor

)

)

) per: _____

)

Name: Adam Betteridge

)

Position: CAO/Clerk

)

) We have authority to bind the Corporation

)

)

) **The Corporation of the Township of**

) **Southwold**

)

)

) per: _____

)

Name: Grant Jones

)

Position: Mayor

)

)

) per: _____

)

Name: Lisa Higgs

)

Position: CAO/Clerk

)

) We have authority to bind the Corporation

)

)

) **The Corporation of the Municipality of**

) **Dutton/Dunwich**

)

)

) per: _____

)

Name: Robert Purcell

)

Position: Mayor

)

)

) per: _____

)

Name: Heather Bouw

)

Position: CAO/Clerk

)

) We have authority to bind the Corporation

)

)

) **The Corporation of the Municipality of**

) **West Elgin**

)

)

) per: _____

)

Name: Duncan McPhail

)

Position: Mayor

)

)

) per: _____

)

Name: Magda Badura

)

Position: CAO/Treasurer

)

) We have authority to bind the Corporation