

AGREEMENT

FOR JOINT MANAGEMENT AND OPERATION OF A FIRE
DEPARTMENT

This agreement made in duplicate this 9th day of August, 2005.

THE CORPORATION OF THE VILLAGE OF SUNDRIDGE

- and -

THE CORPORATION OF THE TOWNSHIP OF STRONG

WHEREAS under Part II Section 2(4) of the Fire Protection and Prevention Act, 1997, allows for entering into agreement with one or more municipalities to provide for the joint management and operation of fire departments and for the establishment of joint board of management thereof.

AND WHEREAS under Part II Section 5 (4) of the Fire Protection and Prevention Act, 1997 grants permission for two (2) or more municipalities to establish, maintain and operate fire departments upon such basis as to the distribution of costs as the municipalities may agree.

AND WHEREAS the parties hereto have passed respective by-laws for entering into this joint operating agreement.

AND WHEREAS the parties hereto have previously entered into an agreement dated April 9, 2002 to jointly manage and operate a fire department to be known as the "Sundridge - Strong Fire Department" hereinafter called the "department" for the purpose of providing fire protection in the areas defined in this agreement and have agreement to amend the said agreement.

And witnesseth this agreement that in consideration of the covenants and terms contained herein, the parties agree as follows:

1. In this agreement,
 - (a) "Fire Chief" means the chief of the jointly managed and operated fire department

- (b) "Designate" means the person who, in the absence of the fire chief, is assigned to be in charge of the particular activity of the fire department and who has the same powers and authority as the fire chief
 - (c) "Response area" means the area of the participating municipalities, as described in Appendix "A", attached to and forming part of this agreement
 - (d) "Department" means the joint fire department of the respective parties of this agreement
 - (e) "Fire Protection" means a range of programs designed to protect the lives and property of the inhabitants of the response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by man or nature and include fire prevention and public education, rescue and suppression services
2. There shall be a joint fire department known as the Sundridge – Strong Fire Department, hereinafter called the "department," which shall be operated and maintained by both parties in accordance with the terms of this agreement."
 3. A joint board of management shall be established and shall be composed of (2) elected members from the council of the Village of Sundridge and (2) elected members from the council of the Township of Strong and (2) firefighters who shall be non voting members and is known as the "Sundridge – Strong Fire Dept. Joint Board of Management, hereinafter called the "fire board." The fire board shall be appointed for the term of council by the councils of the Village of Sundridge and the Township of Strong. Each council shall appoint their representatives in December, upon assuming their elected offices. The representatives will take office effective January 1st, next following. Any vacancy occurring in the fire board shall be filled within thirty (30) days of same occurring by the council of the municipality which had appointed the member wherein the vacancy occurred.
 4. The fire board shall appoint a chairperson, from amongst its members, at the first meeting of the fire board.
 5. The chairperson shall preside at all meetings of the fire board and be charged with the general administration of the business and affairs of the fire board.

6.
 - (a) The secretary/treasurer of the fire board shall be the Clerk-Treasurer and/or the Deputy Clerk of the Village of Sundridge
 - (b) The auditor for the Village of Sundridge shall audit the accounts of the fire board and shall submit copies of the annual statements and copies of his/her report to the fire board and to each of the parties to this agreement.
 - (c) The secretary/treasurer shall give, or cause to be given, all notices required to members of the fire board and auditors and shall enter, or cause to be entered, in books kept for that purpose, minutes of all proceedings at such meetings and be the custodian of all books, papers, records and documents belonging to the fire board and perform such other duties as may from time to time be prescribed by the fire board.
 - (d) The secretary/treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the department, and, under the direction of the fire board, shall deposit all monies with respect to the operation of the department, in a special bank account designated for that purpose, and shall render to the fire board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the department. The secretary/treasurer shall pay only such items as are approved and authorized by the fire board in accordance with its budget.
7.
 - (a) The fire board shall hold at least four regularly scheduled meetings annually, and at such other times at the call of the chairperson or on petition of a majority of the members of the fire board provided that the members are notified of the time and place of the meeting by a written notice, to be delivered to the other members of the Board, at least one clear day prior to the holding of the meeting.
 - (b) The fire board shall ensure the attendance of the fire chief of the department and/or his/her designate at each regular and special fire board meeting.
8.
 - (a) The fire board shall ensure that all meetings are convened and continued only when each party to the agreement is represented.
 - (b) A majority of the members of the board shall constitute a quorum for the transaction of business at any meeting of the board. At all meetings of

the board, every question shall be decided by a majority of the votes cast on the question, and in the case of an equality of votes, the chairperson of the meeting has a second or deciding vote.

9. (a) All fire board meeting shall have business conducted by motion, duly moved, seconded and carried by a majority vote.
- (c) Copies of all minutes of regular and special meetings of the fire board are to be promptly submitted, after their approval to the councils of each party to this agreement.
10. By the 1st of May in each year the fire board shall submit in writing to each of the parties hereto, a draft budget for the operation of the department for that year together with an apportionment of the costs to each of the parties herein using the formula (50)% for the Village of Sundridge and (50)% for the Township of Strong. Each party hereto shall approve such draft budget, or an amendment thereof, as agreed to by the other parties on or before the 1st of June of each year.
11. The parties hereto agree that for the purpose of the financial terms and commitments to this agreement, that all capital and operating costs shall be incurred as per formula in paragraph 10 of this agreement.
12. The fire board shall be responsible for the preparation of draft by-laws, the formulating of policies, for and relating to the administration of the department and of the fire board.
13. The fire board shall provide adequate facilities and equipment for the operation of the department.
14. The fire board shall be responsible for providing fire protection to the response area as per APPENDIX "A" attached and forming part of this agreement.
15. The department shall endeavour to respond as soon as possible to all emergency calls within the response areas as per Appendix "A" with such apparatus and manpower as per policy established by the fire board.
16. All parties to this agreement shall give such authority as may be necessary to the members of the department in all matters pertaining to fire protection.
17. The fire board will arrange, in consultation with councils of the parties hereto, for the issuance of policies of insurance to protect from physical loss or damage and for protecting the fire board, the parties hereto and members of the activities of the fire board and the operations of the department and to ensure that all

policies of insurance provide that all parties to this agreement be endorsed as additional named insured as their interest may appear.

18. (a) This agreement shall continue in effect until it is amended by mutual agreement in accordance with paragraph 18(b), or terminated in accordance with paragraph 20.
 - (b) Should one of the parties wish to propose an amendment to this agreement, written notice of the proposed amendment be given to all parties at least thirty (30) days prior to the next regularly scheduled meeting of the fire board.
19. If there is a dispute between the parties to this agreement, or any of them, with respect to any matter contained in this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, RSO 1990 c.M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement, If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, RSO 1990 c.24 or pursuant to any successor legislation.
20. In the event that any party to this agreement wishes to cease participating in the fire board, they may do so provided that:
- (a) They provide one (1) year written notice to the other party.
- If such notice is given, the agreement shall terminate on December 31st of the following year in which notice is given.
- (b) In the event of the termination of this agreement for any reason whatsoever, all firefighting equipment and assets (including all firefighting trucks) shall be divided equally between the Township of Strong and the Village of Sundridge.
 - (c) If the department is completely dissolved, the assets are to be split, based on the formula contained in paragraph 10 of this agreement.
21. It is agreed that, with respect to matters not dealt with in this agreement, the fire

board may formulate policies for and relating to the administration and operation of the department unless otherwise prohibited by any applicable statute or regulation passed thereunder.

22. The parties hereto shall execute such further assurance as may be reasonably required to carry out the terms thereof.
23. Upon the execution of this agreement, any existing agreements amongst the parties as amended with respect to fire protection shall forthwith become null and void.
24. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect *mutatis mutandis*.
25. In witness whereof the parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

Corporation of the Village of Sundridge

.....
Mayor Elgin Schneider

.....
Clerk-Treasurer Lillian S. Fowler

Corporation of the Township of Strong

.....
Mayor Stephen Rawn

.....
Clerk- Deputy Treasurer Diana Georgie

APPENDIX "A"
FOR AGREEMENT FOR JOINT MANAGEMENT
AND OPERATION OF A FIRE DEPARTMENT

Response Area

Entire municipality of the Township of Strong and the entire municipality of the Village of Sundridge.