

THIS AGREEMENT MADE THIS DAY OF

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

AND

THE CORPORATION OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

WHEREAS Section 8 of the Municipal Act, S.O. 2001, c. 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS Section 9 of the Municipal Act, 2001, c. 25 provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS Section 2. (5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter fire protection agreements with other municipalities;

NOW THEREFORE BE IT RESOLVED THAT a Fire Protection Agreement be entered into between the Corporation of the Municipality of Strathroy-Caradoc and the Corporation of the Municipality of Southwest Middlesex with respect to fire protection services in accordance with the provisions of the agreement attached hereto.

1. Definitions:

(a) "Fire Chief" means the individual appointed by Council to be the head (Chief) of the managed and operated fire department.

(b) "Designated" 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 within the Municipality of Southwest Middlesex that is the subject of this Agreement and as illustrated on Schedule "A" attached hereto and forming part of this Agreement.

(d) "Strathroy-Caradoc Fire Department" (SCFD), identifies the fire department providing Fire Protection Services, as per this Agreement.

(e) "Fire Protection" means a range of programs designed to protect the lives and property of the inhabitants of the fire department response area from the adverse

effects of fires or exposure to dangerous conditions created by man or nature and includes fire suppression, rescue and tiered medical response services.

2. The SCFD endeavors to respond as soon as possible to all emergency calls, within the defined Response Area, with such apparatus and staffing as per policy established by the Council of the Municipality of Strathroy-Caradoc.
3. The Municipality of Southwest Middlesex maintains that it will administer its own Fire Prevention, Inspection, Investigation and Public Education Programs and services within the SCFD-Melbourne Station Response Area of this agreement.
4. All parties to this Agreement shall give such authority as may be necessary to the members of the SCFD in all matters pertaining to fire protection.
5. The Municipality of Strathroy-Caradoc shall not be held responsible, and held harmless, for any failure of its fire department to provide fire protection referred to in this Agreement, whether such failure is a result of an Act of God, or some other cause.
6. All parties agree that the Agreement will remain in effect continually, without a specified expiry date, with the following conditions:
 - (a) This Agreement may be amended by serving written notice to the other party at least **thirty (30) days** prior to the desired implementation date.
 - (b) This Agreement may be terminated by serving notice to the other party no less than one hundred and eighty (180) days prior to December 31 of the year in which notice is given.
 - (c) Both parties agree to review the rolling previous ten (10) year average number of responses by SCFD, Melbourne Station, to the Response Area of Southwest Middlesex, as identified by this agreement, every three (3) years, beginning **January 1, 2025**.
 - (d) The Municipality of Southwest Middlesex reserves the right to comment on the related operating and capital budgets prior to approval by Strathroy-Caradoc Council.
7. (a) The Municipality of Southwest Middlesex shall pay The Municipality of Strathroy-Caradoc, upon receipt of an invoice, the sum according to **Schedule "B"** towards the cost of maintaining firefighting equipment and personnel in service readiness.

(b) The Municipality of Strathroy-Caradoc will not attempt to recover costs directly from insurance companies for emergency calls in Southwest Middlesex. Southwest Middlesex shall coordinate all such insurance claims they deem necessary, but shall be responsible for operational and/or extraordinary costs or damages incurred by SCFD that are not covered under section 7(a), while providing Fire Protection Services to the response area.

8. The Municipality of Strathroy-Caradoc shall, within sixty (60) days, furnish Southwest Middlesex with the relevant information and paperwork from each incident as described above in order to facilitate said claims.
9. In cases of conflict or confusion, or in instances not specifically covered in this policy, the Chief Administrative Officers of the Municipality of Strathroy-Caradoc and the Municipality of Southwest Middlesex shall be empowered to make any and all necessary alterations or clarifications needed, to ensure the equitable and effective application of this policy. For clarity, this clarification shall be made via a mutual agreement between the two CAOs.

IN WITNESS WHEREOF the Municipality of Strathroy-Caradoc and the Municipality of Southwest Middlesex affixed the signatures of their duly authorized officers together with their Corporate Seals.

SCHEDULE "B"

AGREEMENT

CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

AND

CORPORATION OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

As remuneration for Fire Protection Services provided to the Response Area, the Municipality of Southwest Middlesex shall pay the Municipality of Strathroy-Caradoc a percentage of the actual operating and capital costs, based on the rolling previous ten (10) year average of responses by SCFD, Melbourne Station, to the Response Area of Southwest Middlesex.

The Municipality of Strathroy-Caradoc shall provide annually to The Municipality of Southwest Middlesex a summary of the previous rolling ten-year number of responses per year to the Response Area by SCFD-Melbourne Station.

Should this agreement be terminated, The Municipality of Southwest Middlesex will recoup the current depreciated value of capital assets paid for under the current terms of this agreement, in an amount commensurate with historical and current contributions.

Schedule of Fees Payable

The Municipality of Southwest Middlesex shall remit fees to the Municipality of Strathroy-Caradoc in four equal quarterly instalments that total the previous year's actual operating expenses. The quarterly instalments shall be due on March 1st, June 15th, September 15th and December 15th.

By February 28th of each year of the Term, The Municipality of Strathroy-Caradoc shall either refund any surplus or submit and invoice to Southwest Middlesex that reflects the difference between the amount paid and the actual annual operating and capital expenses for the previous year.