

THIS AGREEMENT made this 11th day of October, 2022

Between

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

And

THE CORPORATION OF THE TOWNSHIP OF MACHAR

WHEREAS Section 10 of the Municipal Act, R.S.O. 2001, as amended, provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS Section 20 (1) of the Municipal Act, R.S.O. 2001, as amended, provides for the entering into an Agreement with one or more municipalities or local bodies, as defined in Section 19, to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

WHEREAS the parties hereto have passed respective by-laws for entering into this Agreement;

AND WITNESSETH THIS AGREEMENT that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

1. This Agreement shall be for the ***South River Machar Fire Department, the South River Machar Community Center & Arena Department and the South River Machar Culture & Recreation Department***. The property known as the West Parry Sound Ambulance Base, the South River Machar Medical Center and the South River Machar Union Public Library shall be exempt from this agreement and shall continue the policies, management and terms agreed to in the past and subject to amendments as required.
2. The South River Machar Fire Department, the South River Machar Community Center & Arena Department and the South River Machar Culture & Recreation Department shall be referred to, in this document, as the "Fire Department", the "Arena" and "Recreation".
3. The Fire Department, the Arena and Recreation shall be administered by the Village of South River. The Fire Department shall be governed by the Establishment & Regulating By-law which is passed by each municipality at the beginning of each new term of Council. The Clerk Administrator or designate from the Village of South River shall perform such duties as required as principal staff advisor including advice or guidance to the Fire Chief or the Arena Chief Operator in keeping all financial records, receiving and depositing such funds as may be received and paying such items as are approved and authorized in accordance with the budget.

4. By the 31st of March in each year, the two Councils shall meet, jointly, to review and discuss the draft budget and the operating costs from the previous year as well as approving the budget for the current year. The department Heads shall submit to both Councils no later than two weeks prior to the date of the Joint Council meeting in March a draft budget for the operation for that year, together with an apportionment of the costs to each of the owner parties herein using the formula 50/50 for the Fire department and the Culture & Recreation Department and 33.33/66.66 for the arena operating costs and 50/50 for the capital purchases for the arena. The department Heads shall also submit two weeks prior to the Joint Council meeting in March, a written Annual Report of the operation of the facility/department in the prior year.

Each annual draft budget submitted to the Councils shall include an apportionment provision for a reserve fund for the replacement of equipment for compliance with the Asset Management Policies required by the Provincial government.

It is the responsibilities of both councils to provide adequate facilities and equipment for the operations of the departments, consistent with the approved budget and plans for future capital spending.

5. The Joint Council meeting shall be the opportunity to discuss any amendments to the Shared Service Agreement provided at least one month notice is given to both municipal councils prior to the Joint Council meeting in March of each year.

6. The Administrator, in conjunction with the Department Heads, shall provide a monthly Income Report and a Manager's Report to both Councils for the second council meeting of each month. The Income statement and Monthly Report shall be forwarded by the 15th of the month following to allow for distribution with each council's agenda package.

7. Any questions or concerns regarding the reports maybe directed to the Administrator for the Village of South River to provide additional information prior to the next regularly scheduled Council meeting.

8. The attendance of one or both of the Department Managers at individual council meetings may be requested up to three (3) per year to help provide additional information or an update of the current year (to date). The attendance of the department heads will not be related to personnel matters. Any personnel matters shall be directed to the Personnel Committee for the Village of South River through the Clerk Administrator and will be dealt with through the Village's personnel process as staffing at these facilities are South River employees and may either be a Local CUPE Union Member with a current Collective Agreement or may be a non-unionized employee with a separate employment contract.

9. If, in the case of an emergency equipment failure or an issue of great urgency which affects the operating integrity of the facilities the department head and the Clerk Administrator be authorized to spend up to \$5,000 without the approval of Councils but with notice to both councils being given an update as soon as possible following the event.

In the case of an immediate emergency (ie equipment failure or facility failure) which threatens the life of the staff, patrons, citizens or will significantly impact the operations of the departments to the detriment of the municipalities every effort will be made by the municipalities to arrange a special (emergency) council meeting either independently or as a Joint Council to deal with the issue as expediently as possible. In the presence of an emergency and both councils cannot call a meeting the South River Council shall make any decision necessary related to resolving or reducing the cost in a cost efficient manner. Both Councils will be advised of the situation through its Clerk Administrators and communications during this time will be ongoing in order to keep both councils updated.

10. Ad Hoc Committees for each department may be called in order to plan for special events such as Soccer, Halloween, Christmas and New Year's but not limited to those listed. Ad Hoc committees should only be necessary for the planning stages of these annual events to outline which responsibilities are assigned to whom. The budget will have already been included in the draft budgeted presented at the March Joint Council meeting. Two members from each Council shall be selected for the Ad Hoc committee and a request shall be made by one or both councils (with a couple of suggested dates and times) to the South River Clerk Administrator to set up a meeting date and time and to provide a recording secretary for the meeting. Minutes of the meeting shall be distributed to both Councils as soon as possible following the Ad Hoc meeting.

11. The departments, through the Village of South River, shall arrange for the issuance of policies of insurance to protect assets in the care, custody and control of the Fire Department, Community Center & Arena and Culture & Recreation from physical loss or damage and for protection the Councils and staff against legal liability resulting from the activities and the operations of all three departments and to ensure that all policies of insurance provide that all parties to this Agreement be endorsed as additional named insureds as their interest may appear. The cost of these insurance policies shall be included within the annual budget (including any annual increases not known at the time the budget is passed).

12. The parties hereto agree that, for the purpose of the financial terms and commitments of this Agreement, all capital and operating costs shall be as per the formula in Paragraph 4 of this Agreement.

13. This Agreement shall be in effect from October 11, 2022 to October 11, 2024 notwithstanding, the terms of this Agreement may be amended from time to time.

14. Should one of the parties wish to propose an amendment to this Agreement, notice will be given as per Paragraph 5 of this Agreement.

15. In the event that either party wishes to cease participating in these departments they may do so provided that:

(a) One (1) year's written notice be given to the other party. Any written notice given as foresaid, shall terminate this Agreement as of 31st day of December of the following year in which notice is given.

(b) The terminating party's share, based on the formula in Paragraph 4 of this Agreement, will be firstly offered to the remaining party at a price determined by an independent appraisal and paid for by the municipality terminating the Agreement. The funding of such purchase will be extended over a ten-year term subject to all provincial approval.

(c) If the Department is completely dissolved, the assets are to be split, based on the formula in Paragraph 4 of this Agreement.

16. It is agreed that, with respect to matters not dealt with in this Agreement, the Joint Council may formulate policies for and relating to the administration and operation of these departments unless otherwise prohibited by any applicable statute or regulation passed thereunder.

17. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms thereof.

18. Upon the execution of this Agreement, any existing parties shall forthwith become null and void.

19. 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.

IN WITNESS WHEREOF the parties have set their hands and seals.

DATED THIS 11th day of October, 2022.

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

Mayor, Jim Coleman

Clerk Administrator, Don McArthur

THE CORPORATION OF THE TOWNSHIP OF MACHAR

Mayor, Lynda Carleton

Clerk Administrator, Brenda Sinclair Paul