

**THE CORPORATION OF THE VILLAGE OF SOUTH RIVER**

**By-law 43-2023**

**Being a By-law to enter into an agreement with the Village of Sundridge, Township of Strong and Township of Joly to share a Community Emergency Management Coordinator.**

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**WHEREAS** Section 10 (2) of the *Ontario Municipal Act, S.O. 2001* provides for single-tiered municipalities to pass by-laws respecting enforcement of municipal by-laws; and

**WHEREAS** the *Municipal Act, S.O. 2001*, Section 23.1 provides that a municipality has the authority to delegate its powers and duties under this this and any other Act to a person or body subject to the restrictions set out in Section 23.1;

**WHEREAS** the Village of Sundridge has retained the services of a Community Emergency Management Coordinator under employment contracts to provide the services to the municipality; and

**WHEREAS** the Village of South River agrees that their Community Emergency Management Coordinator may also be appointed as such by the Village of Sundridge, Township of Strong, and the Township of Joly; and

**WHEREAS** the Village of Sundridge, Village of South River, the Township of Strong and the Township of Joly agree the Community Emergency Management Coordinator shall remain the employee of the Village of Sundridge;

**THEREFORE** the Council of the Village of South River enacts as follows:

1. That the Clerk Administrator and Mayor be authorized to sign an agreement with the Village of Sundridge, attached as Schedule "A";
2. That this By-law shall come into force and take effect immediately upon the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 14th DAY OF NOVEMBER, 2023

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Jim Coleman, Mayor

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Don McArthur, Clerk-Administrator

Schedule A to By-law 43-2023

**SERVICE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE VILLAGE OF SUNDRIDGE**

**AND**

**THE CORPORATION OF THE VILLAGE OF SOUTH RIVER**

**WHEREAS** the Village of Sundridge has hired a Community Emergency Management Coordinator to provide **services as described in the job description attached as Appendix "A" to this agreement;**

**AND WHEREAS** the Village of South River, the Village of Sundridge, the Township of Strong, and the Township of Joly agree that the Community Emergency Management Coordinator shall be an employee of the Village of Sundridge;

**AND WHEREAS** the Village of Sundridge agrees to share the services of the Community Emergency Management Coordinator with the Village of South River, the Township of Strong and the Township of Joly;

**AND WHEREAS** the Village of South River, Township of Strong and the Township of Joly agree to pay the Village of Sundridge for the costs involved in retaining the services of a Community Emergency Management Coordinator, as per the terms of this agreement;

**NOW THEREFORE** the Village of South River, the Village of Sundridge, the Township of Strong, and the Township of Joly agree as follows:

1. THAT the Community Emergency Management Coordinator shall work a maximum of 500 hours per year during the term of this agreement. Hours may vary based on Emergency situations that require the CEMCs attention. In the event of an emergency situation, hours must remain flexible and some hours may be required during weekends. The community Emergency Management Coordinator shall not perform additional work which may place them in conflict with this agreement unless prior authorization from their employer is obtained.
2. THAT the Village of Sundridge, the Village of South River, the Township of Strong and the Township of Joly shall each pay the Village of Sundridge \$5,000.00 annually for the services of a Community Emergency Management coordinator. Monies received from all municipalities shall be put towards compensation, mileage and supplies. There will be no additional benefits provided to the Community Emergency Management Coordinator.
3. Any changes to the annual contribution amounts will be considered at the end of each 3-yr term.
4. Additional fees may be incurred by each municipality if an emergency situation occurs that requires the services of the Community Emergency Management Coordinator.
5. THAT the Village of South River, the Township of Strong, The Township of Joly and the Village of Sundridge agree to share any other costs which may be generated to the Community Emergency Management Coordinator services.
6. THAT the Village of Sundridge shall invoice the Village of South River, the Township of Strong, and the Township of Joly for the annual amount.
7. THAT the Village of Sundridge agrees to provide whatever administrative assistance is required by the CEMC.
8. THAT in the event of prosecution by or against the CEMC in the territorial jurisdiction of each of the parties, each party shall be responsible for any costs arising from such legal proceedings, as well as legal representation of their own choosing.

9. THAT the Village of Sundridge agrees to maintain an insurance policy covering the CEMC and his/her related performance or non-performance of services, within the jurisdiction of each party, for the entire term of this agreement. Proof of such insurance policy must be forwarded to the Village of South River, The Township of Strong and the Township of Joly.
10. THAT the Village of South River agrees on behalf of themselves, their successors and assigns, to indemnify and save harmless the Village of Sundridge, its servants and agents from and against any actions, causes of actions, damages, suits, claims and demands whatsoever which may arise, either directly or indirectly, out of the performance or non-performance of the services provided herein and in connection with the carrying out of the provisions of the agreement.
11. THAT any dispute arising from the administration of this agreement shall be resolved by the Clerk of the Village of Sundridge. If the decision of the Clerk is not satisfactory to one of the parties, the matter can be referred to the Council of the Village of Sundridge.
12. THAT this agreement shall be in place from November 14, 2023 to December 31, 2026. Thereafter, it may be renewed by the parties on whatever mutually acceptable basis is determined.
13. One party may cancel their participation in this agreement by serving the other party, written notice of their intention, one (1) year in advance of the date of termination.
14. This agreement constitutes the entire agreement between the parties.

**IN WITNESS THEREOF THE CORPORATION OF THE VILLAGE OF SUNDRIDGE**  
 HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS  
 PROPER SIGNING OFFICERS.

Dated at \_\_\_\_\_  
 \_\_\_\_\_  
 Mayor/Designate

this \_\_ date of \_\_ 2023  
 \_\_\_\_\_  
 Clerk Administrator/Designate

**IN WITNESS THEREOF THE CORPORATION OF THE VILLAGE OF SOUTH RIVER**  
 HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS  
 PROPER SIGNING OFFICERS.

Dated at South River  
 \_\_\_\_\_  
 Mayor Jim Coleman

this 14<sup>th</sup> day of November ,2023  
 \_\_\_\_\_  
 Clerk-Administrator Don McArthur

## **Appendix “A” to CEMC Agreement**

### **Assignment of Duties**

#### **Position Overview**

Reporting to the Administrative Head or their designate, the CEMC will develop and coordinate all aspects to provide support to the emergency management program.

#### **Duties and Responsibilities**

- Develop, coordinate, and implement the Emergency Management Program;
- Conduct training and support the development and regular program updates;
- Liaise with member municipalities;
- Monitor threats to health in the geographic area and assist in the communication messages to management regarding possible impending threats;
- perform additional duties and special projects as required;
- be responsible to work in compliance with Occupational Health, Safety and Workplace Violence Policy and Procedures, as well as established industry guidelines;
- Prepare Public Notices for Emergency Preparedness and Emergency Response Notifications;
- Be apprised of local community events and be prepared to cancel events as an authorized representative in the event of an emergency or in the perceived perception of an emergency.

#### **Qualifications**

- EMS 300 Community Emergency Management Coordinator