



This Remuneration Agreement made this **3rd** day of **April, 2025**.

Between:

The Corporation of the County of Essex

Of the First Part

- and -

James Waffle, Daemon Hart, and Don Williamson

Of the Second Part

WHEREAS the Fire Marshall, appointed by the Lieutenant Governor in Council, has the authority to appoint Fire Co-ordinators for a designated region, as provided for in the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4 (the "**Fire Protections and Prevention Act**");

AND WHEREAS the Fire Marshall has recommended that James Waffle, Chief of Windsor Fire & Rescue Services, be appointed as Fire-Co-ordinator for the Essex-Windsor Region;

AND WHEREAS the Fire Marshall has recommended that Daemon Hart, Deputy Chief of Windsor Fire & Rescue Services, be appointed as an Alternate Fire Co-ordinator for the Essex-Windsor Region;

AND WHEREAS the Fire Marshall has recommended that Don Williamson, Chief of Leamington Fire Services, be appointed as an Alternate Fire Co-ordinator for the Essex-Windsor Region;

AND WHEREAS Council for the Corporation of the County of Essex (the "**County**") has confirmed its support of the recommendations

of the Fire Marshall with respect to the position of Fire Co-ordinator and the positions of Alternate Fire Co-ordinator;

AND WHEREAS the County has agreed to remunerate the Fire Co-ordinator and the Alternate Fire Co-ordinator with a nominal honorarium for their services rendered.

NOW THEREFORE THIS REMUNERATION AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the Parties hereto, the Parties covenant and agree one with the other as follows:

1. That the County shall pay an honorarium to the Fire Co-ordinator in the sum of **Five Thousand Dollars (\$5,000)** per annum on account of services rendered to the County by James Waffle as Fire Co-ordinator (the "**Co-ordinator**").
2. That the County shall pay an honorarium to each of the Alternate Fire Co-ordinators in the sum of **Two Thousand Five Hundred Dollars (\$1,250)** per annum on account of services rendered to the County by Daemon Hart and Don Williamson as Alternate Fire Co-ordinators (the "**Alternate Co-ordinators**").

Terms of Payment

3. In exchange for the Co-ordinator and the Alternate Co-ordinators agreeing to provide services to the County, the County has agreed to provide the honorarium outlined in paragraphs 1 and 2 above in 2 equal semi-annual installments for so long as the Co-ordinator and/or Alternate Co-ordinators continue to provide the services, payable as follows:

	Position	Amount	Dates
a)	Co-ordinator	\$2,500	July 1 and December 1
b)	Alternate Co-ordinator	\$625	July 1 and December 1

4. The County, in its sole discretion, may require an invoice to be remitted by the Co-ordinator and the Alternate Co-ordinators. Should the County require an invoice, it shall advise the Co-ordinator and the Alternate Co-ordinators in writing and shall provide an outline of the information required to be included on the said invoice.

Term of Funding Agreement

5. This Remuneration Agreement shall be effective from April 3, 2025 (the "**Effective Date**") to April 2, 2026, and shall then automatically renew for subsequent 1 year terms (each a "**Term**") unless:
- a) the Co-ordinator and/or either of the Alternate Co-ordinators cease being employed as a Fire Chief or Deputy Fire Chief within the Essex-Windsor Region; or
 - b) any of the Parties to this Remuneration Agreement provide 60 days written notice of intent to terminate the Remuneration Agreement.

Consequences of Termination

6. Upon expiration or termination of this Remuneration Agreement, the Parties expressly agree that the County shall not be liable for

any further payments to the Co-ordinator and/or Alternate Co-ordinators, unless and until a fresh Remuneration Agreement is executed.

7. Upon expiration or termination of this Remuneration Agreement, the Co-ordinator and/or Alternate Co-ordinators shall continue to comply with any and all legislative obligations that arose from the period during which they were appointed as Co-ordinator and/or Alternate Co-ordinator.

General

8. This Remuneration Agreement shall not be assigned in whole or in part by any of the Parties hereto.
9. This Remuneration Agreement constitutes the entire agreement between the Parties with respect to the appointment of the Co-ordinator and the Alternate Co-ordinators.
10. This Remuneration Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and each of the Parties hereto irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts located in the Province of Ontario for the purpose of any action or proceeding brought by any of them in connection with this Remuneration Agreement or any alleged breach thereof.
11. The representations, warranties and other provisions in this Remuneration Agreement that by their sense and context are intended to survive completion of performance, expiration or

termination of this Remuneration Agreement, shall so survive the performance, expiration or termination of this Remuneration Agreement as necessary to give effect to their intention.

12. This Remuneration Agreement shall be executed electronically and in counterparts, each of which electronically executed counterparts shall be deemed to be an original and all of which taken together shall constitute one fully executed Remuneration Agreement.
13. This Agreement shall enure to the benefit of and be binding upon the Parties hereto.

**BALANCE OF THIS PAGE 5 OF 6 INTENTIONALLY LEFT BLANK,
WITH EXECUTION PAGE ON FOLLOWING PAGE 6 OF 6.**

IN WITNESS WHEREOF the duly authorized signing officers of each of the Parties hereto have executed this Funding Agreement, written on this and the preceding five (5) pages on the 3rd day of April, 2025.

The Corporation of the County of Essex

Hilda MacDonald, Warden

Katherine Hebert, Clerk

We have authority to bind the County.

Fire Co-ordinator

James Waffle

Alternate Fire Co-ordinator

Daemon Hart

Alternate Fire Co-ordinator

Don Williamson