

# The Corporation of the Township of Huron-Kinloss



## BY-LAW No.

**2023 - 100**

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Being a By-Law to Ratify the Signing of a Memorandum of Understanding with The Corporation of the Municipality of South Bruce and The Corporation of the Municipality of Brockton for the purpose of providing temporary support for specific Fire Services

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**WHEREAS** Section 8(1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

**AND WHEREAS** the *Fire Protection and Prevent Act, 1997 S.O. 1997, Chapter 4*, as amended ("FPPA") authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services;

**AND WHEREAS** to cover a vacancy in the position, the Council for The Corporation of the Township of Huron-Kinloss deems it expedient to enter into an agreement with The Corporation of the Municipality of South Bruce and The Corporation of the Municipality of Brockton with respect to the provision of temporary support for specific Fire Services;

**NOW THEREFORE** the Council of The Corporation of the Township of Huron-Kinloss **ENACTS** as follows;

1. That the Corporation of the Township of Huron-Kinloss Council hereby ratifies a Memorandum Agreement with The Corporation of the Municipality of South Bruce which is attached as Schedule "A" and forms part of this by-law.
2. That the Corporation of the Township of Huron-Kinloss Council hereby ratifies a Memorandum Agreement with The Corporation of the Municipality of Brockton which is attached as Schedule "B" and forms part of this by-law.
3. That the Chief Administrative Officer is hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreements, and to affix the corporate seal of the Township of Huron-Kinloss.
4. That this by-law shall come into full force and effect upon its final passage.
5. That this by-law may be cited as the "Temporary Fire Services Memorandums of Understanding By-law".

**READ a FIRST and SECOND TIME** this 18<sup>th</sup> day of September, 2023.

**READ a THIRD TIME and FINALLY PASSED** this 18<sup>th</sup> day of September, 2023

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Mayor

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Clerk



September 13th, 2023

## Memorandum of Understanding

Subsection 2 (5) of the Fire Protection and Prevention Act, 1997, S.O. 1997, Chapter 4, as amended ("FPPA"), authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services.

The Corporation of the Township of Huron-Kinloss (Huron-Kinloss) desires to engage the Municipality of South Bruce (South Bruce) to provide temporary support for specific Fire Services and South Bruce agrees to do so, on the terms and conditions set out in this Memorandum of Understanding.

### **1. Term of Agreement**

The provision of the Services under this arrangement will commence on September 15th, 2023, and will automatically terminate on November 3, 2023 unless agreed by both parties to extend.

### **2. Appointment of Fire Chief**

The Municipality of South Bruce Fire Chief has agreed to be appointed as the Acting Fire Chief for the Township of Huron-Kinloss on an interim basis for the duration of September 15th to November 3rd, 2023, to support Huron-Kinloss in the absence of a Fire Chief to provide specific services identified below.

Further, South Bruce's Fire Chief may exercise all the powers assigned to him under FPPA by virtue of the fact that South Bruce and Huron-Kinloss have agreed that South Bruce will provide fire protection services as further described below.

### **3. Services**

South Bruce will provide temporarily the following administrative and supervisory services (which, for greater certainty, will be provided by South Bruce's Fire Chief):

Exercising the powers and duties imposed on the Fire Chief by FPPA, Township of Huron-Kinloss By-law 2020-120 Being a By-Law to Establish and Regulate the Fire

Department of the Township of Huron-Kinloss, any other applicable Huron-Kinloss by-laws and other regulations as identified below;

- a) Ensuring enforcement of the Ontario Fire Code through necessary inspections and overseeing the issuing of required notices and orders;
- b) Fire Code Inspection/Investigation for serious items that are found or come in as a complaint - Interpreting and ensuring application and enforcement of appropriate and applicable legislation, codes and bylaws;
- c) Administration – provide background information to allow Huron-Kinloss to submitting reports and maintaining files on incidents as attended to required authority, including, but not limited to the, Office of the Fire Marshal;
- d) Fire Investigations - In conjunction with the Deputy Chief(s), or designate(s), overseeing investigations of major fires, assisting other agencies involved, and ensuring preparation of all documentation and correspondence relating to investigation. Attending incidents where there is a death or serious injury, fires of a suspicious nature, an explosion, large loss, the cause of the fire has not been determined, laws and/or codes have been violated and as required or requested.
- e) Immediate Threat to Life- Situations that must be addressed at the moment:
  - may include removing of persons from an unsafe residence or building, resolve any other immediate Life Safety concerns.

#### **4. Reporting Structure**

In respect of the provision of Services, it is understood and agreed that:

South Bruce's Fire Chief will respond to, and communicate with, the Huron-Kinloss Chief Administrative Officer (CAO) as required. However, primary reporting and supervision of South Bruce's Fire Chief remains with the South Bruce CAO and will follow existing South Bruce Human Resources policies.

Services provided to Huron-Kinloss will be provided at the request of Huron-Kinloss CAO.

#### **5. Fee-for-Service**

In consideration for the services provided hereunder, South Bruce will provide services at an hourly rate of \$75.00/hour including any mileage at \$0.68/Km.

Huron-Kinloss also understands that any costs incurred by the South Bruce Fire Chief in his course of supporting the requested services of Huron-Kinloss will be covered solely by Huron-Kinloss. It is also acknowledged and understood that any future costs that might be incurred as a result of enforcement or actions taken by the South Bruce Fire

Chief in his actions to support Huron-Kinloss, such as legal costs for court proceedings etc. will be borne by Huron-Kinloss.

## **6. Insurance**

Huron-Kinloss will pay for and maintain for its own benefit and for South Bruce's benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the Huron-Kinloss Fire Department and the Fire Chief Services provided by South Bruce hereunder to Huron-Kinloss, including, but not limited to, liability and property damage insurance. Huron-Kinloss will provide South Bruce with satisfactory confirmation of its compliance with this and/or copies of the insurance policies when requested by South Bruce. South Bruce agrees that anyone claiming by, through, under or on behalf of Huron-Kinloss will have no claim, right of action or right of subrogation against South Bruce based on any loss or liability insurance under the above insurance.

## **7. Indemnity**

Huron-Kinloss willfully indemnify and save South Bruce, as well as all of its respective officers, councillors, employees (including, but not limited to, South Bruce's Fire Chief), independent contractors and agents (collectively, "South Bruce indemnitees" under this Section ) harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the South Bruce indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly:

- a) any act, neglect, default, or breach of applicable law, of or by any of the South Bruce indemnitees in respect of the provision or non-provision of the Services, and/or otherwise as a result of this Agreement; and/or
- b) any act, neglect, default, or breach of applicable law, of or by Huron-Kinloss and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

Notwithstanding the foregoing, it is understood and agreed that Huron-Kinloss will not indemnify and save harmless the South Bruce indemnitees for any such costs that:

- (i) result from the negligence of the South Bruce indemnities;
- (ii) arise from any breach by the South Bruce indemnities of any provision of this Agreement; or

(iii) that directly result from any act, neglect, default, or breach of applicable law, of or by any of the South Bruce indemnitees performed in bad faith.

## **8. Nature of Relationship**

- a) South Bruce is not, nor is any person employed or retained by South Bruce in the provision of the Services, an employee of Huron-Kinloss, and no other relationship, including a partnership or a principal and agency relationship, is created by this arrangement. The relationship created by this Agreement is exclusively that of independent contractor.
- b) South Bruce will at all times act in its own capacity and right solely as an independent contractor in the provision of the Services under this Agreement and, except as may be expressly provided in this Agreement, South Bruce will have full discretion as to the means, method and manner of providing the Services and will not be subject to the control and/or direction of Huron-Kinloss in doing so.
- c) It is acknowledged by both parties that the South Bruce Fire Chief will respond to South Bruce calls for service in priority, should calls for service be required at the same time.

## **9. Termination**

South Bruce's provision of the Services under this Agreement will automatically terminate / expire at the end of the Term, without any further notice or compensation in lieu of notice owed, unless Huron-Kinloss and South Bruce enter into a written agreement to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.

This Memorandum of Understanding is hereby accepted by:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

X

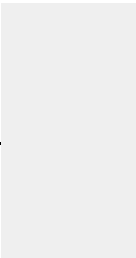
Mary Rose Walden  
CAO



THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE

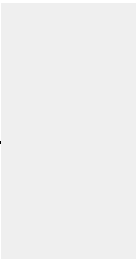
X

Leanne Martin  
CAO



X

Guy Gallant  
Fire Chief





September 15th, 2023

## Memorandum of Understanding

Subsection 2 (5) of the Fire Protection and Prevention Act, 1997, S.O. 1997, Chapter 4, as amended ("FPPA"), authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services.

The Corporation of the Township of Huron-Kinloss (Huron-Kinloss) wishes to engage the Municipality of Brockton (Brockton) to provide temporary support for specific Fire Services and Brockton agrees to do so, on the terms and conditions set out in this Memorandum of Understanding.

### **1. Term of Agreement**

The provision of the Services under this arrangement will commence on September 15th, 2023, and will automatically terminate on November 3<sup>rd</sup>, 2023 unless agreed by both parties to extend.

### **2. Appointment of Fire Chief**

Huron-Kinloss Fire Chief has appointed South Bruce's Fire Chief as Acting Fire Chief for the period of September 15<sup>th</sup>, 2023 to November 3<sup>rd</sup>, 2023 to support Huron-Kinloss in the absence of a Fire Chief to provide specific services identified below.

South Bruce Fire Chief is delegating authority on an interim basis to Brockton Fire Chief as a back up in South Bruce Fire Chief's absence.

### **3. Services**

Brockton will provide temporarily the following administrative and supervisory services (which, for greater certainty, will be provided by Brockton's Fire Chief):

Exercising the powers and duties imposed on the Fire Chief by FPPA, and other regulations as delegated by the Huron-Kinloss Fire Chief and as identified below;

- a) Ensuring enforcement of the Ontario Fire Code - Through necessary inspections and overseeing the issuing of required notices and orders; This would include issuance of Part 1 tickets which must be issued within 30 days of offence;
- b) Fire Code Inspection/Investigation - For serious items that are found or come in as a complaint - Interpreting and ensuring application and enforcement of appropriate and applicable legislation, codes and bylaws;
- c) Administration – Submitting reports and maintaining files on incidents as attended to required authority, including, but not limited to the, Office of the Fire Marshal;
- d) Fire Investigations - In conjunction with the Deputy Chief(s), or designate(s), overseeing investigations of major fires, assisting other agencies involved, and ensuring preparation of all documentation and correspondence relating to investigation. Attending incidents where there is a death or serious injury, fires of a suspicious nature, an explosion, large loss, the cause of the fire has not been determined, laws and/or codes have been violated and as required or requested.
- e) Immediate Threat to Life - Situations that must be addressed at the moment:
  - may include removing of persons from an unsafe residence or building, resolve any other immediate Life Safety concerns.
- f) Vulnerable Occupancy Inspections/Drills – Time Requirements as needed through legislation.

#### **4. Reporting Structure**

In respect of the provision of Services, it is understood and agreed that:

Brockton's Fire Chief will respond to, and communicate with, the Huron-Kinloss Chief Administrative Officer (CAO) as required. However, primary reporting and supervision of Brockton's Fire Chief remains with the Brockton CAO and will follow existing Brockton Human Resources policies.

Services provided to Huron-Kinloss will be provided at the request of Huron-Kinloss CAO.

#### **5. Fee-for-Service**

In consideration for the services provided hereunder, Brockton will provide services at an hourly rate of \$75.00/hour including any mileage at \$0.68/Km.

Huron-Kinloss also understands that any costs incurred by the Brockton Fire Chief in his course of supporting the requested services of Huron-Kinloss will be covered solely by Huron-Kinloss. It is also acknowledged and understood that any future costs that might



be incurred as a result of enforcement or actions taken by the Brockton Fire Chief in his actions to support Huron-Kinloss, such as legal costs for court proceedings etc. will be borne by Huron-Kinloss.

## **6. Insurance**

Huron-Kinloss will pay for and maintain for its own benefit and for Brockton's benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the Huron-Kinloss Fire Department and the Fire Chief Services provided by Brockton hereunder to Huron-Kinloss, including, but not limited to, liability and property damage insurance. Huron-Kinloss will provide Brockton with satisfactory confirmation of its compliance with this and/or copies of the insurance policies when requested by Brockton. Brockton agrees that anyone claiming by, through, under or on behalf of Huron-Kinloss will have no claim, right of action or right of subrogation against Brockton based on any loss or liability insurance under the above insurance.

## **7. Indemnity**

Huron-Kinloss willfully indemnify and save Brockton, as well as all of its respective officers, councillors, employees (including, but not limited to, Brockton's Fire Chief), independent contractors and agents (collectively, "Brockton indemnitees" under this Section ) harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the Brockton indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly:

- a) any act, neglect, default, or breach of applicable law, of or by any of the Brockton indemnitees in respect of the provision or non-provision of the Services, and/or otherwise as a result of this Agreement; and/or
- b) any act, neglect, default, or breach of applicable law, of or by Huron-Kinloss and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

Notwithstanding the foregoing, it is understood and agreed that Huron-Kinloss will not indemnify and save harmless the Brockton indemnitees for any such costs that:

- (i) result from the negligence of the Brockton indemnitees;
- (ii) arise from any breach by the Brockton indemnitees of any provision of this Agreement; or

(iii) that directly result from any act, neglect, default, or breach of applicable law, of or by any of the Brockton indemnitees performed in bad faith.

**8. Nature of Relationship**


- a) Brockton is not, nor is any person employed or retained by Brockton in the provision of the Services, an employee of Huron-Kinloss, and no other relationship, including a partnership or a principal and agency relationship, is created by this arrangement. The relationship created by this Agreement is exclusively that of independent contractor.
- b) Brockton will at all times act in its own capacity and right solely as an independent contractor in the provision of the Services under this Agreement and, except as may be expressly provided in this Agreement, Brockton will have full discretion as to the means, method and manner of providing the Services and will not be subject to the control and/or direction of Huron-Kinloss in doing so.
- c) It is acknowledged by both parties that the Brockton Fire Chief will respond to Brockton calls for service in priority, should calls for service be required at the same time.

**9. Termination**

Brockton's provision of the Services under this Agreement will automatically terminate / expire at the end of the Term, without any further notice or compensation in lieu of notice owed, unless Huron-Kinloss and Brockton enter into a written agreement to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.

This Memorandum of Understanding is hereby accepted by:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

 Recoverable Signature

X 

Mary Rose Walden

Chief Administrative Officer

Signed by: f76d7c15-05cf-4a37-9fdf-18b2d23841d4

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

X

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X

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Chris Wells  
Fire Chief

