



THIS AGREEMENT made this 16th day of April, 2018

BETWEEN:

The Corporation of the Municipality of Huron East
(Hereinafter called “Huron East”)

THE PARTY OF THE FIRST PART

-and-

The Corporation of the Township of North Huron
(Hereinafter called “North Huron”)

THE PARTY OF THE SECOND PART

WHEREAS 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;

AND WHEREAS Huron East operates fire protection services and manages assets suitable to meet municipal responsibilities required by *FPPA*;

AND WHEREAS North Huron wishes to engage Huron East to provide Fire Chief Services to the operation of North Huron’s fire protection services, and Huron East agrees to do so, on the terms and condition set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Huron East and North Huron mutually agree as follows:

1. Definitions

In this Agreement:

- a. "Fire Chief" means the Chief of the Fire Department appointed under subsection 6(2) of *FPPA*;
- b. "Fire Department" means the fire department of North Huron with the duties and responsibilities assigned by *FPPA*;
- c. "North Huron CAO" means the Chief Administrative Officer for North Huron; and
- d. "Huron East CAO" means the Chief Administrative Officer for Huron East.

2. **Term of Agreement**

The provision of the Services under this Agreement will commence on May 1, 2018 and will automatically terminate on December 31, 2020 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Fire Chief**

The North Huron Council will appoint, by way of a by-law, Huron East's Fire Chief to also act as North Huron's Fire Chief for the duration of the Term.

4. **Fire Chief Services**

Subject to the terms and conditions of this Agreement, Huron East will provide to North Huron, Fire Chief Services as set out in Schedule A attached hereto (the "Services") for the duration of the Term.

5. **Fee-for-Service**

In consideration for the Services provided hereunder, North Huron will pay to Huron East the fee-for-service as set out in Schedule B attached hereto (the "Fee-for-Service").

6. **Obligations of North Huron**

North Huron represents and warrants to Huron East that North Huron will be solely responsible for, and will ensure, the following:

- a. Adequate insurance coverage is provided for the fire personnel, equipment, buildings and potential liabilities of North Huron; and
- b. North Huron supports and works cooperatively with the Fire Chief in order to operate the North Huron Fire Department.

7. **Obligations of Huron East**

Huron East represents and warrants to North Huron that Huron East will be responsible for, and will ensure, the following:

- a. Adequate notice is provided to North Huron immediately upon Huron East being aware of changes to the Fire Chief's employment status, and without intending to limit the generality of the foregoing, Huron East shall give notice to North Huron: in the event the Fire Chief's employment is terminated; upon Huron East becoming aware the Fire Chief is leaving the employment of Huron East for any reason (temporary or permanent); or, in the event the Fire Chief dies or becomes unable to work because of disability;
- b. the Fire Chief provides the Services and fulfills the obligations as set out in this Agreement.

8. **Obligations of the Fire Chief**

In addition to the Fire Chief Services as set out in Schedule A attached hereto, the Fire Chief will be responsible for ensuring and recommending to North Huron Council:

- a. Adequate facilities, equipment and personnel are provided for the operation of the North Huron Fire Department, including, but not limited to, a functional staff complement who have the skills, abilities and experiences to, and do, properly

perform the duties and responsibilities of their respective positions. In consultation with North Huron's CAO, the Fire Chief is responsible and has authority for the hiring, dismissal and discipline of the staff complement, in accordance with North Huron's Human Resource Policies.

- b. Adequate fire protection service levels are provided for in North Huron; and
- c. Proper management of the North Huron Fire Department in accordance with good management principles (including, but not limited to, provincially—recognized standards, policies and procedures on proper governance for Fire Departments) and legal advice as and when received.

9. **Insurance**

North Huron will pay for and maintain for its own benefit and for Huron East's benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the North Huron Fire Department and the Fire Chief Services provided by Huron East hereunder to North Huron, including, but not limited to, liability and property damage insurance. North Huron will provide Huron East with satisfactory confirmation of its compliance with this Section 9 and/or copies of the insurance policies when requested by Huron East. Huron East agrees that anyone claiming by, through, under or on behalf of North Huron will have no claim, right of action or right of subrogation against Huron East based on any loss or liability insurance under the above insurance.

10. **Indemnity**

North Huron willfully indemnify and save Huron East, as well as all of its respective officers, councillors, employees (including, but not limited to, Huron East's Fire Chief), independent contractors and agents (collectively, "Huron East indemnitees" under this Section 10) 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 Huron East 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 Huron East 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 North Huron and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

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

- (i) result from the negligence of the Huron East indemnitees;
- (ii) arise from any breach by the Huron East 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 Huron East indemnitees performed in bad faith.

11. Nature of Relationship

- a. Huron East is not, nor is any person employed or retained by Huron East in the provision of the Services, an employee of North Huron, and no other relationship, including a partnership or a principal and agency relationship, is created by this Agreement. The relationship created by this Agreement is exclusively that of independent contractor.
- b. Huron East 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, Huron East 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 North Huron in doing so.

12. Dispute Resolution

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief, then the parties agree to participate in the following dispute resolution procedure:
 - (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
 - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Huron East and the Council of North Huron each agree to appoint two (2) members to work with two (2) members of the other municipality to resolve the dispute or disagreement.
 - (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
 - (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have

agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitrations Act* (Ontario), subject to Subsection 12 b. below.

- b. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
- c. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, Huron East will continue to provide the Services under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless and until the provision of such Services is terminated or expire in accordance with the Termination provisions of this Agreement.

13. Termination

- a. Huron East'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 North Huron and Huron East enter into a written agreement, no later than 6 months before the expiry of the current agreement, to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.
- b. Huron East's provision of the Services under this Agreement may also be terminated, at any time before the end of the Term, as follows:
 - (i) By either party, without cause, upon giving at least 120 days' written advance notice to the other party of the termination date.
 - (ii) By either party, for cause, without any obligation to provide any advance notice or compensation in lieu of notice to the other party. For greater certainty and without intending to limit the generality of the foregoing, a party will have cause to terminate Huron East's provision of the Services under this Agreement if it is determined, by that party acting reasonably, that continued provision of the Services is not in the best interests of that party and/or is likely to risk exposing that party to liability and/or that a fundamental breach of the Agreement has been committed by the other party, including, but not limited to, any breach by North Huron of its obligations under Section 6 of this Agreement.
 - (iii) By Huron East if it is unable to provide the Services under this Agreement, including, but not limited to, in the event of the death, disability or termination of employment of Huron East's Fire Chief, without any obligation to provide any advance notice or compensation in lieu of notice to North Huron.

- (iv) By mutual agreement of both parties.

The parties agree that these Termination provisions are fair and reasonable, and are in full satisfaction of any and all entitlements (statutory, contractual, common law and/or otherwise) resulting from the termination of the Services under this Agreement. The parties further agree that, if a party terminates Huron East's provision of the Services under this Agreement in accordance with these Termination provisions, the other party will have no action, cause of action, claim or demand against the terminating party or any other person or organization as a consequence of such termination and, in particular, the terminating party will not be liable to the other party and/or any of its officers, councillors, employees, independent contractors or agents for damages on account of the termination of the provision of the Services under this Agreement.

14. General

a. **Choice of Law**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

b. **Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

c. **Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

d. **Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of North Huron and Huron East, respectively.

e. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing May 1, 2018, and cancels and supersedes any prior understandings and agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by both parties. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

g. **Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

h. **Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary by-laws to give full force and effect to this Agreement.

i. **Independent Legal Advice**

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

j. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Neil Vincent, Reeve

Richard AI, Clerk

We have authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk-Administrator

We have authority to bind the Corporation.

SCHEDULE A
"SERVICES"

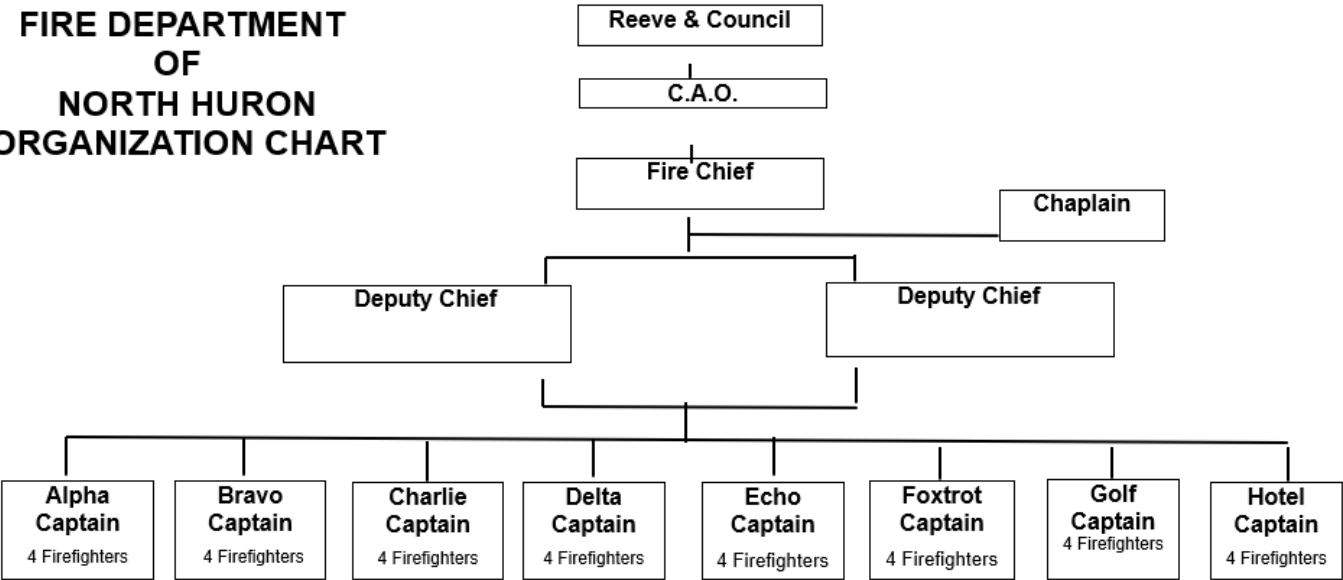
1. Services

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

- a. Exercising the powers and duties imposed on the Fire Chief by *FPPA* and other regulations;
- b. Ensuring enforcement of the Ontario Fire Code through necessary inspections and overseeing the issuing of required notices and orders;
- c. Interpreting and ensuring application and enforcement of appropriate and applicable legislation, codes and bylaws;
- d. Reviewing building plans to ensure they meet all fire regulations when requested by North Huron Chief Building Official or designate;
- e. Managing the functions of the North Huron Fire Department and staff on behalf of North Huron, including, but not limited to, fire suppression, fire prevention, fire safety education, communication, recruitment, training of persons involved in the provision of fire protection services, rescue and emergency services, and the delivery of all those services;
- f. Providing leadership and direction to the overall operation of the North Huron Fire Department through fire department staff;
- g. Overseeing purchasing, maintenance and budgeting of the North Huron Fire Department, including approval of all expenditures;
- h. Representing the North Huron Fire Department when communicating information to the media;
- i. Administering a training program to meet Provincial Standards and documentation;
- j. Promoting and facilitating Fire Officer development;
- k. Promoting and facilitating a fire prevention and public education program (with respect to fire safety and certain components of fire prevention);
- l. Establishing Standard Operating Guidelines ("SOGS") as required;
- m. Creating a Monthly Activity report to the Council of North Huron;
- n. Submitting reports and maintaining files on all incidents to required authority, including, but not limited to the, Office of the Fire Marshal;

- o. Establishing duties and responsibilities for North Huron Fire Department personnel;
 - p. Overseeing the Fire specific Health and Safety program for North Huron;
 - q. Overseeing the maintenance, repair and replacement of the equipment and assets of the North Huron Fire Department;
 - r. Designating responsibilities and duties specific to the Emergency Control Group that represents North Huron in emergency planning;
 - s. Overseeing administrative services in respect to the North Huron Fire Department, including, but not limited to, payroll, reporting, etc.;
 - t. Administering fire service contracts and mutual aid contracts;
 - u. 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;
 - v. 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; and
 - w. Such other services as amended and mutually agreed upon from time to time by the parties.
2. Reporting Structure. in respect of the provision of Services, it is understood and agreed that:
- a. Huron East's Fire Chief will respond to, and communicate with, the North Huron CAO as required. However, primary reporting and supervision of Huron East's Fire Chief remains with the Huron East CAO and will follow existing Huron East Human Resources policies.
 - b. North Huron Fire Department personnel will continue to be employees of North Huron and will continue to follow Human Resource policies as set forth by North Huron. Notwithstanding the foregoing, North Huron Fire Department personnel will follow SOGs as prescribed by the Huron East Fire Chief and will receive direction from the Huron East Fire Chief.
 - c. The organizational structure of the North Huron Fire Department is as follows with Huron East's Fire Chief as Fire Chief of North Huron:

**FIRE DEPARTMENT
OF
NORTH HURON
ORGANIZATION CHART**



- d. The Fire Chief will be an employee of Huron East. Huron East will designate 50% of the working time of the Fire Chief to providing administration, oversight, and services to North Huron.
- e. North Huron employs a Deputy Chief-Administration and a Deputy Chief-Operations. The Deputy Chief-Administration position provides administrative support to the Fire Chief and assists in the planning, co-ordination, operation and efficiency of the North Huron fire stations. North Huron commits to providing administrative services in respect of the North Huron Fire Department.

SCHEDULE B
“Fee-for-Service”

1. **General Principle** – The general agreement in principle between North Huron and Huron East is that North Huron will compensate Huron East 50% of the costs incurred by Huron East to properly provide the Services under this Agreement. The principle will be of guidance in interpreting the payment of the fees contemplated below based on an annual budget for an Office of the Fire Chief to include but not limited to the following expense categories.
 - i) Fire Chief salary and benefits
 - ii) Fire Chief’s Office – training, seminars/conference¹
 - iii) Fire Chief’s Office – telecommunication expense
 - iv) Fire Chief’s Office – office and equipment supplies
 - v) Fire Chief’s Office – uniform expenses
 - vi) Fire Chief’s Office – office and meeting expenses
- ¹ includes mileage and expenses to attend meetings/seminars
2. Mileage and travel expenses that are incurred for travel to and from Huron East to North Huron specifically on behalf of North Huron will be reimbursed by North Huron as part of the quarterly billing by Huron East.
3. The Huron East Fire Chief shall annually prepare a budget of the expenses of the Office of the Fire Chief and shall provide the same for review by the Council of the Municipality of North Huron. The said budget of the Office of the Fire Chief shall require the approval of the Municipality of Huron East.
4. In recognition that this Agreement is being entered into subsequent to the 2018 annual budget approvals by Huron East and North Huron, it is understood and agreed by the Parties hereto that the 50% annual payroll share to North Huron for 2018 shall not exceed \$46,000 with final invoicing to be based on actual costs and pro-rated based on the number of months that the Agreement is in effect for 2018.