

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2015-23

**BEING A BY-LAW TO ENTER INTO AN
AGREEMENT FOR THE PROVISION OF A REGIONAL FIRE TRAINING
PROGRAM**

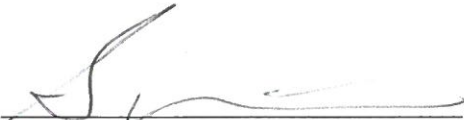
WHEREAS Section 20 (1) (2) of the Municipal Act 2001 S.O. 2001, Chapter 25, authorizes a municipality to enter into a joint agreement with one or more municipalities.

AND WHEREAS the Council of the Corporation of the Municipality of Magnetawan wishes to enter into an Agreement with our neighboring municipalities to jointly obtain and provide for training to the members of each Fire Department.

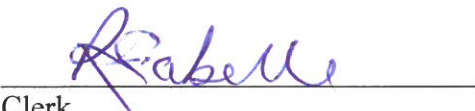
NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. That we enter into the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to execute the documents by signature and seal of the Corporation of the Municipality of Magnetawan.
3. That By-Law no. 2014-17 is hereby repealed upon passage of this by-law.

ADOPTED September 23, 2015.



Mayor



Clerk

Council MTG. of Sept. 23/15
Agenda Item # 8.1

SCHEDULE 'A'

THIS AGREEMENT MADE THIS 16th DAY OF November, 2015

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RYERSON
(hereinafter called "Ryerson")
OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF ARMOUR
(hereinafter called "Armour")
OF THE SECOND PART

AND

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS
(hereinafter called "Burk's Falls")
OF THE THIRD PART

AND

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter called "Magnetawan")
OF THE FOURTH PART

AND

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called "Kearney")
OF THE FIFTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF PERRY
(hereinafter called "Perry")
OF THE SIXTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF McMurrich/Monteith
(hereinafter called "McMurrich/Monteith")
OF THE SEVENTH PART

WHEREAS Section 20(1) of the Municipal Act 2001, S.O. 2001 Chapter 25 authorizes municipalities to enter into agreements to jointly provide for matters that each municipality has the authority to provide;

AND WHEREAS the Parties to this municipal agreement have established Fire Departments individually or in concert with other Parties to this agreement and are individually authorized to provide training therefore;

AND WHEREAS the Parties deem it in the best interests of the public to jointly obtain and provide for training to the members of each Fire Department;

NOW THEREFORE this Agreement witnesseth that the Parties hereto covenant and agree as follows:

1. In this Agreement the following words and phrases have the meaning assigned to them below:

"Cost of Administration" means the actual cost of administering the Fire Training Program and contracting with the Service Provider up to a maximum of 11.11% of the Cost of Operation.

"Cost of Operation" means the amount that the Administrator is required to pay to the Service Provider(s) or to third parties under a contract to provide the Regional Fire Training Program.

"Cost of the Program" means the aggregate of the Cost of Operation, the Cost of Administration and the Cost of Termination.

"Cost of Termination" means any amount which the Administrator is required to pay on behalf of the Parties hereto flowing directly or indirectly from the termination of a contract with a Service Provider, including, but not limited to severance, damages, and legal costs of the Service Provider or the Administrator.

"Regional Fire Training Program" shall mean the joint Fire Department Training Program undertaken by the Parties.

"Service Provider" means person(s) or corporation(s) contracted by the Administrator to plan and carry out the Regional Fire Training Program. James Gary Courtice shall be deemed to have received the approval of the Regional Fire Chief's Committee as a qualified Service Provider with whom the Administrator is authorized to negotiate a contract.

2. The Parties agree to obtain and provide for the joint training of Fire Department staff and agree to share the costs thereof in accordance with Section 9. The Cost of Operation shall not exceed \$95,000.00 per annum unless such amount is increased by the unanimous consent of the Parties. Notwithstanding the foregoing, the Administrator may enter into a contract wherein the Cost of Operation exceeds the foregoing, by an amount no greater than 20% at the direction of the Regional Fire Training Committee.
3. The Regional Fire Training Program (the "Program") shall be carried out in accordance with National Fire Protection Association (NFPA) standards and the Program Outline set out in Schedule A attached hereto, subject to modifications authorized by the Regional Fire Training Committee and agreed to by the Service Provider.
4. The Corporation of the Township of Ryerson is hereby appointed by the Parties as the Administrator of the said Program. The duties and responsibilities of the Administrator are as follows:
 - (a) To enter into a contract for the provision of the Regional Fire Training Program with one or more Service Providers, which contract shall have a term no longer than the Term of this Agreement. (Such contract to be in the name of the Township of Ryerson);
 - (b) To provide each Party with a draft annual budget for the Regional Training Program for budgeting purposes prior to October 31 and a final budget by February 28 of the subsequent calendar year;
 - (c) To collect from the Parties each Party's share of the Cost of the Program in the proportions specified in Schedule B on a quarterly basis commencing on the first day of the fourth month or part thereof following the Commencement of this agreement, and continuing on the first day of every third month thereafter. The Administrator shall invoice the Parties in advance. Payment shall be made within 30 days after invoice. Past due payments shall be charged interest at a rate of 1.5% per month.
 - (d) To pay the Service Provider(s) or others as required by the terms of any contract referenced in subsection (a) above;

- (e) To interact with any government agency or other third party concerning this Agreement;
 - (f) To maintain records as required by Law and/or as it would maintain for its own operations.
 - (g) To advise the Parties on a timely basis of any issues involving the contract including:
 - Issues affecting the Cost of the Program
 - Any dispute involving the Service Provider
 - Any written recommendation of the Regional Fire Training Committee communicated to the Administrator
 - Any decision by the Administrator to suspend the operation of the program.
5. The Parties hereby establish the "Regional Fire Training Committee" the purpose of which is to:
- (a) authorize increases to the Cost of Operation in accordance with Section 2;
 - (b) work directly with the Service Provider with respect to training, content, scheduling, and other program training matters; and
 - (c) provide specific direction to the Administrator as contemplated in Section 6.
6. The Administrator shall not take any of the following actions without the approval of a majority of the members of the Regional Fire Training Committee expressed in writing and signed by them:
- (a) where the contract with the Service Provider specifies certain times during the term of such contract where the Administrator has the right to continue or end the contract with the Service Provider (such as the end of a probationary period or an annual performance review and the contract is not required to contain such provisions), a decision to continue with the Service Provider's contract.
 - (b) the termination of an existing Service Provider or the engagement of another Service Provider, but the latter does not apply to the decision by an existing Service Provider to incorporate or to the engagement of James Gary Courtice who is deemed to already be approved.
 - (c) a change in the Regional Fire Training Program (such as adding additional training) that causes the Cost of Operation to increase by less than a factor of 20% above the initial cost of operation.
7. Members of the Committee shall be the fire department Chief or Acting Chief (who is identified in the most current appointment by-law pertaining to each Fire Department). Each Party shall have the authority (or in the case of Armour, Ryerson and Burks Falls all three acting in concert) to designate another person by by-law or resolution to be its member of the Committee in place of the Chief or Acting Chief. Each member of the Committee shall have one

vote. Each Party hereto shall forthwith notify the Administrator in writing who its representative is and of any change in representation.

8. The Regional Fire Training Committee may establish its own organization as it sees fit and may meet in person or by telephone or other electronic means, or not meet at all, provided that recommendations on the matters set out in Section 6 must be in writing and signed by a majority of Committee members. Such signed recommendations may be communicated to the Administrator by facsimile or any other electronic means acceptable to the Administrator.

9. The Parties hereto agree that the Cost of the Program shall be shared in the proportions set out in Schedule B subject to the following:

Armour, Burks Falls and Ryerson who jointly operate one of the fire departments shall divide the share of Cost of the Program assigned to their joint fire department among themselves in accordance with any separate cost-sharing agreement that applies to sharing such costs among themselves and shall be invoiced separately.

10. The Administrator may in its own absolute discretion suspend the operation of the Regional Training Program at any time when the Administrator believes that the training cannot be adequately delivered by the Service Provider for any reason. During such period of suspension the Administrator shall take reasonable steps to minimize the Cost of the Program insofar as the contract between the Administrator and Service Provider allows; and shall attempt to terminate its contract with the Service Provider (on the recommendation of the Regional Fire Training Committee) and replace the Service Provider if it appears that the program cannot be resumed within a reasonable time. If the Program is not resumed within a period of 120 days, this agreement shall be terminated. In the event of a suspension of the Program, this Agreement shall be extended by the number of days of the period of suspension.

11. Each of the Parties shall provide the Service Provider or its employees with:

(a) any appropriate or required by-law which may be necessary for the Service Provider to carry out its duties and obligations;

(b) the necessary facilities (where held within a municipality which is a Party hereto), equipment and training supplies, including pens, paper, books, and copies of the lesson/safety plans without charge to the Service Provider to carry out training sessions involving members of its own Fire Department. In addition each party shall make available the officers of its Fire Department (whose members are receiving training) to participate in such training and to assist the Service Provider in delivering such training.

12. Each Party agrees to indemnify the Administrator and all other Parties, their Councils, officers and employees to the extent of that Party's liability to Pay the Cost of the Program, from any and all future costs, claims, damages or liability arising or resulting directly or indirectly from the provision of the Regional Training Program including, but not limited to, the Cost of Termination.

13. This agreement shall come into effect on the 16th Day of November, 2015 and shall terminate on the 31st day of July, 2017.

14. This Agreement may be amended at any time by the mutual consent of all Parties, after the Party desiring the amendment(s) provides the other Parties a minimum of ninety (60) days written notice of the proposed amendment(s).

15. This Agreement replaces the former Agreement, dated July 27, 2014, and the former Agreement shall be considered null and void as of the date of passing of this Agreement.

16. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF the Parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

By Ryerson on the day of , 2015.

THE CORPORATION OF THE
TOWNSHIP OF RYERSON

Per:

Glenn Miller, Reeve

Per:

Judy Kosowan, CAO Clerk-
Deputy Treasurer

By Burk's Falls on the day of , 2015.

THE CORPORATION OF THE
VILLAGE OF BURK'S FALLS

Per:

Cathy Still, Reeve

Per:

Nicky Kunkel, Clerk

By Armour on the day of , 2015.

THE CORPORATION OF THE
TOWNSHIP OF ARMOUR

Per:

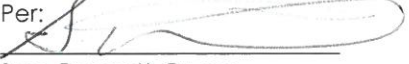
Bob MacPhail, Reeve

Per:

Wendy Whitwell, Clerk-
Administrator

By Magnetawan on the _____ day of _____, 2015.

THE CORPORATION OF THE
MUNICIPALITY OF
MAGNETAWAN

Per: 

Sam Dunnett, Reeve

Per: 

Roger Labelle, Clerk-
Administrator

By Kearney on the _____ day of _____, 2015.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: _____
Lance Thrale, Mayor

Per: _____
Brenda Fraser, Clerk-
Administrator

By Perry on the _____ day of _____, 2015.

THE CORPORATION OF THE
TOWNSHIP OF PERRY

Per: _____
Norm Hofstetter, Mayor

Per: _____
Beth Morton, Clerk-
Administrator

By McMurrich/Monteith on the _____ day of _____, 2015.

THE CORPORATION OF THE
TOWNSHIP OF
MCMURRICH/MONTEITH

Per: _____
Joanne Griffiths, Reeve

Per: _____
Cheryl Marshall, Clerk-
Administrator

SCHEDULE A

Description of the Regional Fire Training Program

The Service Provider shall deliver a comprehensive Regional Firefighter Training Program that will bring the member fire departments up to the current provincial and federal standards and help to implement best practices in firefighting.

The Service Provider will deal with the Administrator for administrative purposes and will deal directly with the Regional Fire Training Committee or its members for training organization, content scheduling and evaluation. The Service Provider will attend any meetings of the Regional Fire Training Committee and Council meetings of the member municipalities as requested

For each training session, the Service Provider will provide the host Fire Chief with a master copy of the lesson plan / safety plan. The Fire Chief will provide the necessary facilities, equipment and training supplies, including pens, paper, books and copies of the lesson plan / safety plan for the firefighters in attendance. The host fire department will also be responsible for keeping general order during meetings and for disciplining firefighters if necessary.

General Service Provider Responsibilities

- Develop / provide all lesson and safety plans to current NFPA / MTO standards and to ensure that departments are in compliance with all relevant legislation
- Schedule and coordinate all training sessions with the in-house training officers and Fire Chiefs
- Maintain and keep all records, stored electronically and in hardcopy. Electronic backups of department records will be provided monthly to each fire department, with a full copy of all records provided monthly to the Administrator. Monthly hardcopies of firefighter records will also be provided to the relevant fire department.
- Conduct regular assessments / evaluations for each firefighter and follow up with progress reports to both the individual and the Fire Chief. Organize assessments and provide statistics by individual firefighter, by department and by region.
- Service Provider must, at a minimum, maintain and stay current with its own and any employee's training certifications held at the time of proposal
- All required lesson topics shall be completed within a period of 18 months or as per the new NFPA requirements and begin again to ensure skills remain consistent with NFPA standards and to the needs of the departments and municipalities
- Develop / improve departmental and regional training policies as required and in collaboration with the Regional Fire Training Committee
- Provide its own Personal Protective Equipment (PPE) for each training module
- Protect the health and safety of the Service Provider's workers and the firefighters at all times as per the Occupational Health and Safety Act

Regular Training Meetings

- A minimum of one nightly training session to be held every other week at each of the Burk's Falls, Kearney and Magnetawan fire halls. Perry and McMurrich/Monteith will share training sessions, with the location of the scheduled session to alternate between their fire halls. Each session shall be a minimum two hours or time as required to complete each session
- A firefighter from any department can attend any of the sessions
- Following the specific training plan as laid out, the Service Provider will, at each session, either act as lead instructor or will assist the in-house trainer/facilitator as per the Fire Chief's judgement
- Training sessions should be geared to the season (i.e. portable pump training for grass fires in spring)

Specialty Training Modules

- A minimum of FOUR (4) specialty training modules will be offered per year
- Specialty modules to be delivered on either weeknights or weekends, so long as they do not conflict with regular training nights
- Class size will be maximum of 20 firefighters
- Specialty module topics should include but not be limited to
 - Firefighter Recruitment module in early part of the year (approx 80-100 hrs)
 - Drivers D and Z and evaluations (to MTO standards)
 - Pump Operations
 - Water Ice Rescue
 - Auto Extrication
 - Winter Driving
 - Class A Fire Suppression
 - Company Officer
- Modules offered to be reviewed by the Regional Fire Training Committee after 18 month period

Officer Meetings

- One meeting per month, training the officers in supervisory and leadership skills, location to be decided.

SCHEDULE B List of Participating Fire Departments

Participating Fire Department	Municipality(ies) Responsible for Paying its Share of Costs	Per Cent of Costs to be paid
Burks Falls & District Fire Department	Twp. Of Armour, Twp. of Ryerson & Village of Burks Falls*	20%*
Magnetawan Fire Department	Municipality of Magnetawan	20%
Kearney Fire Department	Town of Kearney	20%
Perry Fire Department	Township of Perry	20%
McMurrich/Monteith Fire Department	Township of McMurrich/ Monteith	20%

*NOTE: Armour, Ryerson & Burks Falls are responsible for paying between them 20% of the Costs of the Program, to be split between themselves in accordance with a separate cost-sharing agreement between them.