

Fire Chief Shared Services Agreement

This agreement made this 22 day of June , 2020.

Between:

The Corporation of the Township of Southwold
(Hereinafter referred to as "Southwold")

Of the First Part

- and -

The Corporation of the Municipality of West Elgin
(Hereinafter referred to as "West Elgin")

Of the Second Part

Whereas the Councils of Township of Southwold and the Municipality of West Elgin wish to share resources between the municipalities for Fire Chief Services;

And Whereas Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

And Whereas Section 6(1) of the *Fire Protection and Prevention Act, 1997, S.O. 1997, CHAPTER 4*, as amended, provides that if a fire department is established for the whole or a part of a municipality or for more than one municipality, the council of the municipality or the councils of the municipalities, as the case may be, shall appoint a fire chief for the fire department;

And Whereas Section 6(2) of the *Fire Protection and Prevention Act, 1997, S.O. 1997, CHAPTER 4*, as amended, provides that the council of a municipality or the councils of two or more municipalities may appoint one fire chief for two or more fire departments;

Now Therefore the parties hereto mutually agree as follows:

General

1. That the services of the Southwold Fire Chief will be shared with West Elgin to:

- a. Provide administration and enforcement of the *Fire Protection and Prevention Act* and the *Fire Code*
- b. Provide leadership to the Fire Department;

- c. Provide Fire Department Administration services, including overall management of the department, policy development, budget preparation, purchasing, human resources, training, supervision of fire prevention and education programs, reporting to Council;
 - d. Major incident command.
2. Schedule "A" attached hereto and forming part of this agreement is the Southwold Fire Chief Job Description, which sets out the main responsibilities and working conditions for the Fire Chief while performing duties for Southwold.
3. Schedule "B" attached hereto and forming part of this agreement is the West Elgin Fire Chief Job Description, which sets out the main responsibilities and working conditions for the Fire Chief while performing duties for West Elgin.
4. The Fire Chief shall be an employee of Southwold and shall be subject to the employment policies and procedures, as adopted and implemented, by Southwold.
5. The Fire Chief's immediate supervisor is the Southwold CAO.
6. While providing service to West Elgin, the Fire Chief shall comply with West Elgin operating policies and procedures. The West Elgin CAO shall be the Fire Chief's immediate supervisor for operational matters in West Elgin. Operational matters do not include the Fire Chief's employment terms, human resources or disciplinary matters. Any concerns or issues from West Elgin about Fire Chief employment matters shall be directed to the Southwold CAO.
7. The Fire Chief shall be appointed as Fire Chief for the Municipality of West Elgin.
8. The Fire Chief, Southwold CAO and West Elgin CAO shall be authorized to determine administrative and scheduling details to implement this agreement.

Service Provision and Cost Sharing

9. The parties agree that Fire Chief Services provided under this agreement shall be provided equally to Southwold and West Elgin, based on a 40 hour work week.
10. The parties recognize that due to the nature of emergency services, attendance at emergencies, meetings, training and other non-routine events, there is not the expectation that time will be balanced over each day or week. Balancing of time dedicated to Southwold and West Elgin will be viewed over a longer period of time, such as month or quarter.

11. The following Fire Chief costs will be shared equally by Southwold and West Elgin:
 - a) Wages
 - b) Manulife Benefits
 - c) OMERS Pension Contributions
 - d) Communication Costs (Mobile Phone)
 - e) Small equipment used exclusively by the Fire Chief
 - f) Conference Attendance
 - g) Fire Chief Training applicable to both municipalities
 - h) Travel for common activities, including meetings, conferences, training at the current Southwold travel rate
 - i) Meals and accommodation for common activities
12. Should it be determined that there is a significant imbalance of time attributable to one of the municipalities, that portion greater than 60% will be treated as a surcharge or credit at year end, as applicable, based on the Wages, Benefit and OMERS portion of the costs only.
13. Southwold shall invoice West Elgin on a monthly basis for Fire Chief Services provided. The invoice provided shall include details on costs, hours worked and vehicle usage.
14. The Fire Chief will record information related to hours worked in each municipality, along with hours that are common Fire Chief duties attributable to both municipalities for payroll purposes. Southwold will provide reports on a regular basis to the Fire Chief to adjust hours to maintain overall balance and reports will be provided for the quarterly Fire Chief and CAO meetings, to inform possible future amendments to this agreement.
15. Vacation Time, Sick Leave and Statutory Holiday time taken by the Fire Chief shall be attributable to Southwold and West Elgin equally. The Fire Chief will be required to ensure actual time worked is adjusted accordingly to account for Vacation, Sick Leave and Statutory Holiday time actually taken.
16. The reporting location for the Fire Chief when attending West Elgin shall be 22413 Hoskins Line, Rodney ON N0L 2C0. It is understood by both parties that due to the nature of services being provided by the Fire Chief, service provided will not be exclusive to the municipality in which the Fire Chief is working from and services in common for both municipalities could be provided from either location.
17. Each municipality shall provide appropriate work space and support staff for time spent providing Fire Chief services, in accordance with approved service levels

and budget allocations.

18. The Township of Southwold will provide computer and communication equipment that can be utilized for both municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.
19. Each municipality shall provide suitable transportation and equipment for the Fire Chief to carry out the Fire Chief duties within the municipality. Should the Fire Chief be required to immediately respond to an emergency incident in the other municipality and it is most practical to proceed with the other municipality's vehicle, the parties agree that such a response is permitted. The parties agree to monitor the frequency of such incidents and review them during the quarterly Fire Chief and CAO meetings.

Ongoing Review

20. The Fire Chief, West Elgin CAO and Southwold CAO shall meet quarterly to review operation of this agreement. The CAO's are authorized to make administrative and minor operational adjustments for efficient implementation of this agreement.
21. On an annual basis, the CAO of each municipality shall report to their respective Council on the operation of this agreement.

Agreement Term

22. This agreement shall commence on July 1, 2020 and shall continue until amended or terminated in accordance with the provisions set out in this agreement.

Agreement Amendment

23. This agreement may be amended at any time, subject to agreement by all parties. Any amendment shall be in writing and approved by the respective municipal Councils.

Agreement Termination

24. Either party may terminate this agreement by providing written notice to the other party.
25. Termination of the agreement will take place 6 months after notification has been provided in writing and acknowledged by the other party, or at another date, mutually agreed upon, in writing, by the parties.

Fire Chief Resignation, Termination, Inability to Fulfil Position

26. Should the Fire Chief be unable to fulfill the responsibilities and requirements set out in this agreement, Southwold shall:
- a) immediately notify West Elgin
 - b) work collaboratively with West Elgin to maintain the provision of Fire Chief services in the short-term, until the Fire Chief position is filled, or another course of action is determined
27. Notwithstanding Section 25, either party may immediately terminate this agreement if the Fire Chief is unable to fulfill the responsibilities and requirements set out in this agreement.
28. Southwold shall not be held liable for failure to provide service under this agreement should the Fire Chief be unable to fulfill the responsibilities and requirements contained in this agreement.

Fire Chief Recruitment

29. Should Southwold be required to recruit to fill the Fire Chief position, West Elgin shall be entitled to have up to two people from Council and/or Senior Management participate in the interview process and provide input to determine the preferred candidate. Southwold shall take into consideration input from West Elgin interviewers, but the final determination on the candidate to be selected and employment terms shall be determined by Southwold.

Written Notice

30. Where required under this agreement, written notice shall be provided as follows:

Township of Southwold
Attn: CAO/Clerk
35663 Fingal Line
Fingal ON N0L 1K0

Municipality of West Elgin
Attn: CAO
22413 Hoskins Line
Rodney ON N0L 2C0

Severability

31. The parties agree that in the event that any provision, clause, Article or attachment herein, or part thereof, which form part of the agreement, are deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, Articles, attachments or parts thereof, shall be and remain in full force and effect.

Governing Law

32. Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Insurance and Liability

33. Southwold and West Elgin agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:

- a. A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Fire Chief Shared Services pursuant to this agreement in an amount not less than the full replacement cost.
- b. A General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the Fire Chief Shared Service Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

Mutual Indemnification

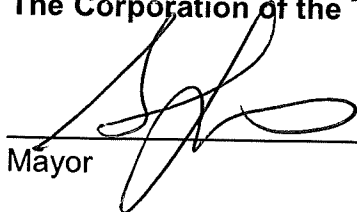
34. Southwold covenants and agrees that it shall indemnify, defend and save harmless West Elgin from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Southwold to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of West Elgin. This indemnity shall survive the early termination or expiry of this Agreement.
35. West Elgin covenants and agrees that it shall indemnify, defend and save harmless the Southwold from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the West Elgin to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Southwold. This indemnity shall survive the early termination or expiry of this Agreement.

Counterpart Signing

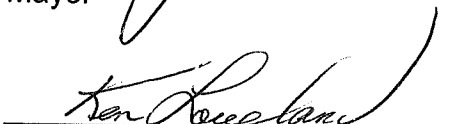
36. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF the said parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

The Corporation of the Township of Southwold



Mayor



Clerk

The Corporation of the Municipality of West Elgin

Mayor

Clerk



The Township of Southwold

POSITION DESCRIPTION

POSITION: Fire Chief

PURPOSE OF POSITION: The Fire Chief has responsibility for the overall operation of the department reporting to Council through the CAO/Clerk. He/she will prepare and administer the Fire Department budget, report to and assume command at major incidents, supervise fire prevention and education activities, supervise training programs and assist in the development of these programs, purchase all major equipment and confer with Council and the senior management team to ensure that the activities of the department are consistent with the goals and objectives of the municipality as established by Council.

MAJOR RESPONSIBILITIES:

1. Program/Service

- (a) Shall have charge of the conduct and general operation of the Fire Department consisting of 2 fire halls located at Shedden and Talbotville in accordance and compliance with the goals and objectives of the municipality as established by Council.
- (b) Prepares such general orders and departmental rules as may be necessary for the care and protection of the department and generally for the efficient operation of the department, provided that such general orders and rules do not conflict with the provisions of any by-laws or policies of the municipality.
- (c) Periodically reviews and drafts the policies and procedures of the department and may establish an Advisory Committee consisting of such officers as he/she may determine from time to time to assist him/her in these duties.

- (d) Responsible to take all property measures for the prevention, control and suppression of fires and for the protection of life and property and shall enforce all municipal by-laws respecting fire prevention and exercise the powers imposed on him/her by the Public Fire Safety and Prevention Act and other legislation.
- (e) Responsible for the enforcement of this by-law and the general orders and departmental rules.
- (f) Report all fires and incidents to the Fire Marshal as required by the Fire Prevention and Protection Act (FPPA) and regulations thereunder and other provincial laws for which the Fire Chief is an enforcing officer.
- (g) Inspects, on request, all manufacturing and retail establishments, churches, schools, institutions, public buildings and places of public assembly and residences for fire hazards. The Fire Chief may designate any officer or firefighter as fire prevention officer, to assist in such duties.
- (h) Maintains a record of the attendance of members of the department at fires, practices and other training sessions, the particulars of every fire call and every fire reported to the department and the apparatus, equipment and supplies used for each fire call, and any breakages, shortages, equipment and supplies, and any other information that may be required from time to time by the Council or the CAO/Clerk.
- (i) Submit an annual report and monthly report to the Council and CAO/Clerk, or more often if requested, outlining the activities of the department, the losses of life and property suffered by fire, the condition of existing equipment, the need for additional or replacement equipment and any other fire matters.
- (j) Responsible for all duties as assigned to the Fire Chief in the municipal Emergency Plan
- (k) Responsible for managing and filing, in compliance with the Township's Record's Management Policy, all Fire Department records, including training records, incident reports, personnel files, investigations, etc.
- (l) Performs such additional duties as assigned by Council and the CAO/Clerk.

2. Human Resources

- (a) Responsible for operations of two (2) fire departments consisting of approximately two (2) District Chiefs, two (2) Deputy District Chief, four (4) Captains and 45 volunteer firefighters.

- (b) The Chief shall maintain the proper decorum, discipline and efficiency of the fire department at fires, alarms and practices and in the discharge of all department duties in so far as they have a bearing on the efficiency of the department or the care of apparatus, equipment and supplies.
- (c) Ensures that all members of the department receive adequate training in firefighting techniques and in any other area required by by-law or statute.
- (d) Ensures the department's compliance with all health and safety regulations including the Occupational Health and Safety Act, WHMIS and W.S.I.B. regulations, and municipal policies.

3. Financial Resources

- (a) Participates in preparation of detailed operating and capital budget for the Fire Department and is accountable for the administration and monitoring of expenditures within his/her area of responsibility. Endeavors to ensure the municipality takes advantage of all available provincial, federal, and other funding sources.

4. Material Resources

- (a) Ensures the safety, maintenance and management of all equipment, vehicles, facilities and material resources utilized in the provision of services provided by the department to the ratepayers of the municipality.

SKILL AND EFFORT:

5. Knowledge

- (a) A graduate of the Ontario Fire College along with preferred post secondary education in Public or Business Administration.
- (b) Several years of experience as senior fire department officer requiring effective skills in strategic planning and team building.
- (c) Possesses knowledge and skill in the safe operation of all types of fire and emergency vehicles, equipment and safety and protective devices.

6. Physical Skill and Effort

- (a) The Fire Chief is required to perform inspections of all types of commercial, industrial, farm, residential and other buildings and is also required to be present at and inspect the sites of fires and other incidents. As a result, the individual requires physical skills, stamina

and effort as would be required to climb ladders, enter into restrictive or confined spaces and conduct other activities which may require substantial physical effort and may present some level of physical hazard to the health and safety of the individual.

7. Decision Making/Judgment

- (a) Work is performed under the direction of Council with access to the CAO/Clerk, co-coordinators and to officials of the appropriate ministries for assistance and information. Access is also available to policy and manuals as required. Assists Council in Policy development.

Judgment is exercised in:

- (i) Directing the operation of the fire department ensuring conformance to budget limitations, established standards and policies of the municipality.
- (ii) Developing departmental policy for Council approval and identifying and resolving problems for the departments as required.
- (iii) Evaluating the effectiveness and cost-efficiency of services and formulating appropriate recommendations for new or modified services provided by the fire department.
- (iv) Developing manpower strategies to maximize utilization of staff and to ensure effective training and development systems are in place.

8. Interpersonal Skills/Contacts

- (a) Interpersonal skills to provide effective leadership to the department and to ensure harmonious public relations at all times with the general public.
- (b) Serves as part of the senior management team of the municipality together with the CAO/Clerk, and Treasurer, Road Superintendent and Planner.

Internal

- With Council: to provide advice and information and guidance on departmental matters.
- With CAO/Clerk: to discuss departmental and corporate matters.

- With CAO/Clerk/CEMC for Emergency Management Training, exercises, actual event management.
- With all Co-coordinators and various staff members: for discussion of municipal business and the exchange of information.

External

- With various ministry officials for advice and information as required.
- With the Emergency Planning Co-coordinator for the County of Elgin on all emergency planning matters relating to the municipality and County.
- With peers in other municipalities to obtain and share information on various fire service and policy related issues.
- With the Elgin County Municipal Chiefs Group to share information and resources used in mutual aid.
- With the general public regarding Council meetings, to provide any exchange of information, to relay decisions, to advice of municipal policy with respect to the department, to respond to complaints, etc.
- With the municipal solicitor to obtain advice regarding legal documents, agreements, deeds, by-laws, etc.
- With the media as necessary in relation to Council decisions and meetings which relate to the fire department.
- With outside consultants and contractors to review their on-going work with the municipality.

WORKING CONDITIONS:**9. Environment**

- (a) Works in a clean office environment and visits outside work sites on an "as required" basis. Is required to attend at and inspect all types of commercial, industrial, farm, residential and other buildings. The Fire Chief may be required to attend at fire sites and other locations under dirty and/or hazardous conditions.

10. Control over Work Schedule

- (a) Works in excess of normal hours to attend meetings or attend to emergency situations as required.
- (b) Is totally responsible for the scheduling of work to ensure that deadlines are met.
- (c) Work week
 - i. Southwold Only – No Shared Fire Chief Service Agreement in place – 25 hours / week
 - ii. West Elgin Shared Fire Chief Service Agreement in place – 40 hours / week

Schedule B to Shared Services Agreement for Fire Chief
Municipality of West Elgin

Job Description

Title: Part – Time Fire Chief

Reports To: CAO

Purpose of Position:

The Fire Chief has responsibility for the overall operation of the department reporting to Council through the CAO. As part of the senior management team, participates in the overall stewardship of the municipality. He/she will prepare and administer the Fire Department budget, report to and assume command at major incidents, supervise fire prevention and public education activities, supervise training programs and assist in the development of these programs, purchase all major equipment and confer with Council and the senior management team to ensure that the activities of the department are consistent with the goals and objectives of the municipality as established by Council.

Principal Responsibilities

1. Shall have charge of the conduct and general operation of the Fire Department consisting of two (2) fire halls located in Rodney and West Lorne in accordance with the goals and objectives of the municipality as established by Council.
2. Prepares such general orders and departmental rules as maybe necessary for the care and protection of the department and generally for the efficient operation of the department, provided that such general orders and rules do not conflict with the provisions of any by-laws or policies of the municipality.
3. Periodically reviews and drafts policies and procedures of the department and may establish an Advisory Committee consisting of such members as he/she may determine from time to time to assist him/her in these duties.
4. Responsible to take all proper measures for the prevention, control and suppression of fires and for the protection of life and property and shall enforce all municipal by-laws respecting fire prevention and exercise the powers imposed on him/her by the Fire Protection and Prevention Act and other legislation.
5. Responsible for the enforcement of general orders and departmental rules.
6. Report all fires and incidents to the Fire Marshal as required by the Fire Protection and Prevention Act (FPPA) and regulations thereunder and other provincial laws for which the Fire Chief is an enforcing officer.
7. Inspects, upon request, all manufacturing and retail establishments, churches, schools, institutions, public buildings and place of public assembly and

residences for fire hazards. The Fire Chief may designate any qualified officer or firefighter as fire prevention officer, to assist in such duties.

8. Maintains a record of the attendance of members of the department at all fires, scheduled practices and other training sessions, the particulars of every fire call and every fire reported to the department and the apparatus, equipment and supplies used for each fire call, and any breakages, shortages, equipment and supplies, and any other information that may be required from time to time by the Council or the CAO.
9. Submit an annual report and monthly reports to the Council and CAO, or more often if requested, outlining the activities of the department, the losses of life and property suffered by fire, the condition of existing equipment, the need for additional or replacement equipment and any other fire matters.
10. Responsible for all duties as assigned to the Fire Chief in the Municipal Emergency Plan.
11. Responsible for managing and filing, in compliance with Municipal Records Management Policy, all Fire Department records, including training records, incident reports, personnel files, investigations, etc.
12. Performs such additional duties as assigned by Council and the CAO.

Human Resources

1. Has a direct responsibility for the activities of two (2) fire stations consisting of approximately two (2) District Chiefs, Seven (7) Captains and forty (40) volunteer firefighters, as well as performance of external advisors and service providers.
2. The Chief shall maintain the proper decorum, discipline and efficiency of the fire department at fires, alarms and training and in the discharge of all department duties.
3. Ensures that all members of the department receive adequate training in firefighting techniques and in any other area required by by-law or statute.
4. Ensures the department's compliance with all relevant health and safety regulations including the Occupational Health and Safety Act, WHMIS and W.S.I.B. regulations and all municipal policies.

Financial Resources

Participates in preparation of detailed operating and capital budget for the Fire Department and is accountable for the administration and monitoring of expenditures within his/her area of responsibility. Endeavours to ensure the Municipality takes advantage of all available provincial, federal and other funding sources, if any.

Material Resources

Ensures the safety, maintenance and management of all equipment, vehicles, facilities and material resources utilized in the provision of services provided by the department to the ratepayers of the municipality.

Skill and Effort

Knowledge

1. A graduate of the Ontario Fire College courses as required for a Fire Chief, NFPA 1021 Level II minimum, Level IV preferred, along with post secondary education in Public or Business Administration.
2. Possesses knowledge and skill in the safe operation of all types of fire and emergency vehicles, equipment and safety and protective devices.

Experience

1. Minimum seven (7) years of progressive fire service experience and a minimum of three (3) years of experience in a supervisory or management level position.

Physical Skill and Effort

1. Able to walk long distances, wear personal protective equipment (including but not limited to SCBA and/or respirator) and climb ladders/scaffolding while conducting inspections in difficult environments, including post fire.
2. May be involved in physically draining and exhausting activities which may include taking command of a fire scene, participating in emergency response situations and being involved in physically demanding situations.
3. The Fire Chief will have to carry heavy firefighting equipment while climbing ladders and going through buildings. The Fire Chief may be exposed to life-threatening hazards, hazardous substances and chemicals, including fire and smoke, extreme weather conditions, heights, confined spaces, and/or loud noises. The use of personal protective equipment will be required.

Decision Making/Judgment

1. Work is performed under the direction of Council with access to the CAO, co-ordinators and the officials of the appropriate ministries for assistance and information. Access is also available to policy and manuals as required. Assists Council in Policy development.

2. Judgement is exercised in:

- a. Directing the operation of the fire department ensuring conformance to By-law 2016-08, budget limitations, established standards and policies of the municipality.
- b. Developing department policy for Council approval and identifying and resolving problems for the department, as required.
- c. Evaluating the effectiveness and cost-efficiency of services and formulating appropriate recommendations for new or modified services to be provided by the fire department.
- d. Developing manpower strategies to maximize utilization of staff and to ensure effective training and development systems are in place.

Interpersonal Skills/Contacts

1. Interpersonal skills to provide effective leadership to the department and to ensure harmonious public relations at all times with the general public.
2. Serves as part of the senior management team of the municipality together with the CAO, Treasurer, Public Works Superintendent, Building Inspector, By-Law Officer and Planner.

Internal

- a. With Council: to provide advice and information and guidance on departmental matters.
- b. With CAO: to discuss departmental and corporate matters.
- c. With CAO/CEMC for Emergency Management Training, exercises, actual event management.
- d. With all Co-ordinators and various staff members for discussion of municipal business and the exchange of information.

External

- a. With various ministry officials for advice and information as required.
- b. With the CEMC (Community Emergency Management Coordinator) for the County of Elgin on all emergency planning matters relating to the municipality and County.
- c. With peers in other municipalities to obtain and share information and resources used in the mutual aid system.

- d. With the general public regarding Council meetings, to provide any exchange of information, to relay decisions, to advice of municipal policy with respect to the department, to respond to complaints, etc.
- e. With municipal solicitor to obtain advice regarding legal documents, agreements deeds, by-laws, etc.
- f. With the media as necessary in relation to Council decisions and meetings which relate to the fire department.
- g. With outside consultants and contractors to review their on-going work with the municipality.
- h. Promote a positive, professional image of the Municipality of West Elgin at all times while providing consistent high-quality customer service.
- i. Provide timely and professional response to questions, complaints and concerns from internal and external customers.
- j. Respect client and staff confidentiality.

Working Conditions

Environment

Works in a clean office environment and visits outside work sites on an “as required” basis. Is required to attend at and inspect all types of commercial, industrial, farm, residential and other buildings. The Fire Chief may be required to attend at fire sites and other locations under dirty and/or hazardous conditions. May attend fire calls and/or emergency scenes.

Control over Work Schedule

- a. Works in excess of normal hours to attend meetings or attend to emergency situations as required.
- b. Is responsible for the scheduling of work to ensure that deadlines are met
- c. Work approximately 10 to 15 hours per week.