

## Memorandum of Understanding (MOU)

**DATED:** April 7, 2026

**BETWEEN:**

### THE CORPORATION OF THE TOWN OF ESSEX

(hereinafter the “**Corporation**” :)

- and –

### ST CLAIR COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(hereinafter the “**College**”)

**WHEREAS** the Corporation is the owner and occupier of certain lands and premises, and Fire Department apparatus and equipment, situated at the Corporation’s Fire Station #2 located at, 3575 North Malden Road, Essex, Ontario, and more particularly described as the “**fire station/apparatus floor**” and “**meeting rooms**” and “**fire apparatus and equipment**” at the Corporation’s Fire Station #2

**AND WHEREAS** the College is desirous of using the aforementioned land and premises for the purpose of conducting non-emergency response training drills and exercises, including live fire training as part of its Pre-Service Firefighter Education and Training Program (hereinafter the “**Program**”);

**NOW THEREFORE** in consideration of the mutual promises contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the College agree as follows:

1. It is understood and acknowledged by the parties herein that the Corporation is not the employer of the student trainees who are enrolled in the College’s Program (“**Preceptees**”) or the Trainers (“**Preceptors**”) to whom they are assigned.
2. In this Agreement, the term Preceptor shall conclusively mean an experienced firefighter who functions as a resource person for the student enrolled in the Program assisting him or her in achieving the Program’s overall goals and, is at all times during the course and duration of the program, an employee of the College.
3. In this Agreement, the term Preceptee shall conclusively mean a student enrolled in the College’s Program and who is not, at any time during his or her attendance at and/or participation in the Program, an employee of the Corporation.
4. The Corporation agrees to provide access to and use of the land and premises, including fire apparatus and equipment with the Corporation’s Fire Chief’s consent, to the College for use by it in conducting its program, upon the following further terms and conditions:
  - (i) The term of this Agreement shall be consistent with the program and as shall commence on April 1, 2026 and shall continue in full force until March 31, 2028 at which time this Agreement shall terminate, and there shall be no further obligation as between the parties herein. Notwithstanding the foregoing, the Corporation and the College shall have the option, by mutual agreement of the parties at least thirty (30) days prior to the expiration of the then current term to extend this Agreement, on it’s terms and conditions for five (5) further two (2) year periods.
  - (ii) The Preceptees are not to be considered staff for compliment or staffing purposes with the Corporation. Neither are the Preceptees to be used as replacement for current staff or staff vacancies at the Corporation and are not to be considered as part of any minimum staffing

calculations.

- (iii) Prior to commencing their Program, the Preceptees shall receive health and safety orientation, including WHMIS training, from a qualified staff person of the College and the College shall provide proof of same to the Corporation in advance of the Program commencement date.
- (iv) The College shall provide upon reasonable request from the Corporation any relevant documents pertaining to health and safety, and or environmental protection procedures regarding training conducted at the facility.
- (v) At no time, and under no circumstances, will the Preceptees or the Preceptors be allowed to perform in any emergency response operations of the Corporation during their involvement in the Program.
- (vi) Prior to the commencement of the Program, the College will advise the Corporation of the number of Preceptees, start dates, and who the assigned Preceptors will be.
- (vii) The Corporation's land and premises, to be used by the College for its Program includes specifically the following:
  - The Corporation's Fire Station #2, located at, 3575 North Malden Road, Essex, Ontario.
- (viii) The College acknowledges and assumes full and complete responsibility to clean and maintain all land and premises, described above, and used by the College in its Program, in a good state of repair. The College further acknowledges that the said lands and premises and equipment shall remain and be considered the exclusive property of the Corporation at all times and shall be surrendered to the Corporation, in good condition, promptly at the time of the completion of the Program. It is further understood that during the course of the Program only equipment that has been pre-authorized for use by the Corporation's Fire Chief or his designate will be utilized.
- (ix) The College will construct and maintain to a professional and appealing standard a Class "A" fire burn building, to the satisfaction of the Corporation, (the "**Training Building**") on the property located at The Corporation's Fire Station #2, located at, 3575 North Malden Road, Essex, Ontario. The College shall ensure that such Training Building conforms with the safety standards required of a training building of such type.
- (x) The College will create an operational guideline for use of the facility outlined in section (viii).
- (xi) The College shall assume all responsibility for any loss, damage, and/or theft of the Corporation's lands, premises and related equipment that occurs as a result of the College's use thereof.
- (xii) The College shall assume full responsibility for the actions and/or conduct of the Preceptees, Preceptors and partners participating in the Program or using the facility at all times while they are on or using the Corporation's lands and premises.
- (xiii) The essential management of the facility resides with the College and the Corporation. The primary program was designed for purpose of conducting non-emergency training drills and exercises, which include live fire training as part of the Pre-Service Firefighter education program and Essex Fire and Rescue annual certification. The following fire service partners and organizations utilize the training program and facilities through co-ordination with the College and Corporation ("**Partners**"):

- Town of Kingsville
- Municipality of Leamington
- Town of Tecumseh
- Municipality of Lakeshore
- Town of LaSalle
- Southwest Fire Academy

Potential usage indicated by the following;

- Town of Amherstburg
- City of Windsor
- Municipality of Chatham-Kent

(xiv) The College shall assume full responsibility of scheduling usage of the facility located on the Corporation's lands and premises.

(xv) The College will assume the notification process of usage of the facility. Partners using the facility will have to provide the following information to the College for notification:

- Partner agency using facility
- Training Officer in charge of exercise
- Training Officer contact phone number
- Date of training
- Start time of training
- Finish time of training

Such notification information will be emailed by the College to the following parties;

- Coordinator / Instructor St. Clair College
- Fire Chief – Town of Essex
- Deputy Fire Chief – Town of Essex
- Partner using facility

(xvi) The College shall require that all Preceptees and Preceptors sign a Confidentiality Agreement and a Release from Liability Form in the Form attached hereto and marked as Schedule "A" and "B" respectively prior to commencing their placement in the Program. Upon the request of the Corporation, the College shall grant to the Corporation access to any such Confidentiality Agreements and a Release from Liability Forms.

(xvii) The College, as the Employer of the Preceptors, shall, at all times during the duration of the Program, provide all Preceptors with appropriate WSIB coverage and shall, at all times, be required to pay the applicable workplace insurance costs. The College shall therefore file with the WSIB the requisite Election Request Form wherein it elects to be the Employer of the Preceptors and thereby assumes responsibility for all the related premiums and accident costs for purpose of WSIB. The College will provide proof to the Corporation that it has duly submitted to the WSIB the written Election Request Form and its Application for insurance coverage for the Preceptors, if that application is required in the circumstances. The College shall not cancel its status of deemed Employer for the Preceptors nor terminate coverage for Preceptors at any time throughout the duration of this Agreement. The College recognizes that as a result of its election to be the deemed the Employer of the Preceptors, it is obligated to report and pay WSIB premiums based on the required insurable earnings to cover the Preceptors and to report any work-related injuries/diseases sustained by either the Preceptors.

(xviii) The College represents and warrants to the Corporation that it has in place insurance coverage referable to the Preceptees and Preceptors involved in place insurance coverage referable to the

Preceptees and Preceptors the Program for any and all property damage, loss and/or injury to persons that may occur during the course of the Program at a limit of no less than five million dollars (\$5,000,000.00). The College shall provide annually during the term of this Agreement, prior to January 1 each year, a Certificate of Insurance evidence the College's compliance with this paragraph 4. (xviii).

- (xix) At all times during the term of this Agreement, the College shall maintain at its own expense, comprehensive general public liability insurance against claims for personal injury, death and property damage or loss for an amount not less than \$5,000,000.00 per occurrence with no annual aggregate limit. The insurance policy must cover the activities of the College, Preceptee and Preceptors. The insurance must name the Town of Essex as an additional named insured. The College shall provide proof to the Corporation of the requisite insurance coverage. The College shall provide annually during the term of this Agreement, prior to January 1 each year, a Certificate of Insurance evidence the College's compliance with this paragraph 4. (xix).
- (xx) Notwithstanding anything contained in this Agreement, the Corporation may, in its discretion, immediately terminate this Agreement without notice, for cause. Cause shall include, but not be limited to, the following:
1. Use of the Corporation's equipment without prior consent by the Corporation's Fire Chief or designate Fire Officer;
  2. Infraction of the rules, policies and/or regulations established by the Corporation;
  3. Any misconduct that has a negative impact on the Corporation's reputation or efficiencies of the Corporation's operations; or,
  4. The breach of any term of this Agreement.
- (xxi) The College training evolutions on site shall consist of the following elements (subject to additions or deletions upon the consent in writing of the Corporation);
- o Passenger Vehicle Extrication
  - o Fire Control - Exterior Combustibles
  - o Fire Control – Interior Structure Fire
  - o Fire Control – Exterior Liquid Fire
  - o Fire Control – Coordinate Interior Attack Team
  - o Fire Control – Flammable Gas Cylinder Fire
  - o Fire Control – Ground Cover Fire

Preceptees are required to complete the job performance requirements related to the above training evolutions in order to succeed with Office of the Fire Marshal testing and certification.

- (xxii) The College shall make payment in the amount of \$75.00 per session, for the use of the lands and premises including classroom/meeting rooms and facilities, described in paragraph 1 of the preamble. This \$75.00 fee does not include the use of fire apparatus. The College will make payment in the amount of \$300.00 per session for the use of any Fire Apparatus. The College will also make payment to cover the wages of an Essex Firefighter employed by the Corporation to operate the fire apparatus/pump for the duration of the training day. The College will be invoiced for the total hours that the Essex Firefighter worked for the scheduled session at the current "Town of Essex Firefighter's Wages and Benefit Agreement". When the College utilizes a water/fire hydrant for a practical session and the Corporation determines, in its sole discretion, that the hydrant is in use for an extended period of time a flat charge of \$100.00 will be assessed to the College on a per session schedule. This fee will be determined and assessed to the College at the discretion of the Fire Chief.

- (xxiii) The College and all partners shall make every effort to limit the number of vehicles parked on site. All participants can park in the parking lot at Essex Fire station 2, 3575 North Malden Road. Every attempt will be made to allow available parking spaces for Essex Fire Staff.
- (xxiv) Automobiles used in evolutions must have all flammable and combustible liquids removed from vehicle. Also, all batteries, power sources and any vehicle having compressed gas cylinders must also be removed. The number of vehicles on site shall be limited to a reasonable number of vehicles required for the training evolution and class size. The vehicles intended for training evolutions shall only be stored on site no more than five (5) days prior to commencement of training evolution, and shall be removed from the site for disposal no more than five (5) days following completion of training evolution. Deviation from this procedure will require approval from the Fire Chief.
5. The College agrees to indemnify and save harmless the Corporation and its officers, directors, employees, agents, advisors, representatives and affiliates (collectively, the **"Indemnitees"** and individually, an **"Indemnitee"**) from and against any and all liabilities, costs, claims, damages, penalties, losses and expenses (including reasonable legal fees and disbursements of counsel but excluding loss of profits and consequential damages) (collectively, the **"Losses"**) as a result of any claims, actions or proceedings (**"Claims"**) asserted against the Indemnitees or an Indemnity related to or arising out of this Agreement including, without limitation: (i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any Claim; and (ii) any Losses arising out of a settlement of any Claim made by the Indemnitees.
6. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof and supersedes and completely and irrevocably terminates any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the parties. The parties acknowledge and agree that there are no written or oral agreements, understandings or representations, directly or indirectly related to this Agreement that are not set forth herein.
7. This Agreement may be altered or amended in any of its provisions only by the mutual written agreement of the parties hereto. This Agreement may not be amended orally in any respect.
8. This Agreement can be terminated by any parties at any time with thirty (30) days written notice.
9. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Canada applicable therein. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Essex County with respect to any matter arising under or related to this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE BLOCKS TO FOLLOW**

**IN WITNESS WHEREOF** the Corporation and the College have executed this Agreement as of the date first set out above.

**THE CORPORATION OF THE TOWN OF ESSEX**

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**We have authority to bind the Corporation**

**ST. CLAIR OF COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY**

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**I have authority to bind the Corporation**

**SCHEDULE "A"**

**TO:** The Corporation of the Town of Essex

**FROM:** St. Clair College of Applied Arts and Technology and its Preceptees and Preceptors

Participating in the Pre-Service Firefighter Education and Training Program (the "Program").

**CONFIDENTIALLY AGREEMENT**

I, \_\_\_\_\_ the undersigned, promise to hold in confidence, all confidential and/or proprietary matters that may come to my attention directly or indirectly as a Preceptee or Preceptor in the Pre-Service Firefighter Education and Training Program with St. Clair College. This includes any and all materials and/or matters and other confidential or proprietary information regarding The Corporation of the Town of Essex. Without limiting the same, Confidential and/or Proprietary Information shall include (whether oral or in writing or contained in any electronic or other medium) any and all financial, technical, operational, commercial, management and other information, data and know-how relating to The Corporation of the Town of Essex (the "Town") which may be made available by the Town to the Preceptees and Preceptors participating in the Program.

I covenant and agree that I will not, either during the term of this Pre-Service Firefighter Education and Training Program with St. Clair College, or anytime thereafter, disclose any such confidential or proprietary information to any person, nor shall I use the same for any purpose other than for the purposes of participation in the Pre-Service Firefighter Education and Training Program with St. Clair College.

I agree further that all restrictions contained in this agreement are reasonable and valid in the circumstances and all defences to the strict enforcement thereof by The Corporation of the Town of Essex are hereby waived by the undersigned.

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_  
Student/Preceptee  
Print Name:

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_  
Trainer/Preceptor  
Print Name:

**SCHEDULE "B"**

**TO:** The Corporation of the Town of Essex

**FROM:** St. Clair College of Applied Arts and Technology and its Preceptees and Preceptors

Participating in the Pre-Service Firefighter Education and Training Program.

**RELEASE FROM LIABILITY**

I, \_\_\_\_\_ a Preceptor/Preceptee participating in the Pre-Service Firefighter Education and Training Program with St. Clair College, for myself, for my heirs, estate trustees and assigns, release and forever discharge The Corporation of the Town of Essex, its employees, officers, elected officials, administrators and their respective heirs, estate trustees, successors and assigns, of and from all actions, causes of actions, suits, claims and demands of every nature and kind, including but not limited to incidents and injuries suffered while participating in the Pre-Service Firefighter Education and Training Program with St. Clair College, which I may now have or which I may ever in the future have, whether under any statute or law, or otherwise, arising out of or in any way related to or connected with my participation in the said Pre-Service Firefighter Education and Training Program (the "**Program**") with St. Clair College.

I understand and acknowledge that while participating in the Program I shall conform to all conditions, rules, procedures, that are in place by The Corporation of the Town of Essex.

I hereby covenant and agree that I will not commence or maintain any action or proceeding whatsoever as against The Corporation of the Town of Essex, its employees, officers, elected officials and administrators and their respective heirs, estate trustees, successors and assigns as a result of my participation and/or involvement the Program or the cessation thereof including, but not limited to, any civil procedure and any proceeding involving any statute.

**IN WITNESS WHEREOF**, I have executed this Release from Liability as of the date noted below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_  
Student/Preceptee  
Print Name:

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_  
Trainer/Preceptor  
Print Name: