

Memorandum of Understanding (MOU)

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 Fire Station #1 located at 55 Alice Street, Essex, Ontario, Fire Station #2 located at 2610 County Road 12, Gesto, Ontario, and Fire Station #3 located at 25 Centre Street East, Harrow, Ontario and more particularly described as the "fire station/apparatus floor" and "meeting rooms" and "fire apparatus and equipment" at each Fire Station, and the lands and premises located at the pollution control plant located at 3400 North Malden Road.

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 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 2021** and shall continue in full force and effect until **December 31, 2025** at which time this Agreement shall terminate, and there shall be no further obligation as between the parties herein.`
- (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 of proof of same to the Corporation in advance of the Program commencement date.
- (iv) The College shall upon reasonable request from the Town of Essex provide any relevant documents pertaining to health and safety, and or environmental protection procedures regarding training evolutions 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:
 - (a) The Corporation's Fire Station#1, located at 55 Alice Street, Essex, Ontario;
 - (b) The Corporation's Fire Station #2, located at 2610 County Road 12, Gesto, Ontario, and
 - (c) The Corporation's Fire Station #3, located at 25 Centre Street East, Harrow, Ontario
 - (d) The Corporation's Pollution Control Plant located at 3400 North Malden Road
- (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 Fire Chief or his designate will be utilized.
- (ix) The College will construct and maintain to a professional and appealing standard "shipping container" live, class a fire burn building on the property outlined in section (VI), subsection (d) of this agreement.
- (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 and/or using the Corporation's lands and premises.
- (xiii) The essential management of the facility resides with St. Clair College and Town of Essex (Essex Fire and Rescue). 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 and Training Program and Essex Fire and Rescue annual certification. The following Fire Service Partners have indicated a willingness to utilize the facility should it become available.

- Town of Kingsville
- Town of Leamington
- Town of Tecumseh
- Town of Lakeshore

Potential usage indicated by the following;

- Town of Amherstburg
- City of Windsor
- Municipality of Chatham-Kent
- Michigan Fire Services

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

(xv) The Town of Essex (Essex Fire and Rescue) will assume the notification process of usage of the facility. Partners using facility will have to provide following information 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

This information will be emailed to the following parties;

- Coordinator / Instructor St. Clair College
- Fire Chief – Town of Essex
- Deputy Fire Chief – Town of Essex
- Partner using facility
- Director Infrastructure and Development
- Manager Public Works
- Assistant Manager Public Works
- Health and Safety Committee Public Works

A notification will go out on Friday at 12:00 (Noon) to advise of upcoming week training sessions planned and who is scheduled for the training, from Monday through Sunday. There will also be a daily reminder notice every morning at 6:30 A.M. of daily training.

(xvi) The Preceptees and Preceptors shall 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.

(xvii) The College, shall, at all times during the duration of the Program, provide all Preceptees and Preceptors with appropriate WSIB coverage and shall, at all times, be required to pay the applicable workplace insurance costs. The College shall therefore assume responsibility for all the related premiums and accident costs for purpose of WSIB. The College will provide proof to the Corporation that it has appropriate WSIB coverage. The College shall not cancel its WSIB coverage at any time throughout the duration of the program. The College recognizes that it is obligated to report and pay premiums based

on the required insurable earnings to cover the Preceptees and Preceptors and to report any work-related injuries/diseases sustained by either the Preceptees or 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)
- (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.
- (xx) Notwithstanding anything contained in this Agreement, the Corporation may, in its discretion, 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 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 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;
 - Passenger Vehicle Fire
 - Passenger Vehicle Extrication
 - Fire Control - Exterior Combustibles
 - Fire Control – Interior Structure Fire
 - Fire Control – Exterior Liquid Fire
 - Fire Control – Coordinate Interior Attack Team
 - Fire Control – Flammable Gas Cylinder Fire
 - Fire Control – Ground Cover Fire

St. Clair College Preceptees are required to complete the above job performance requirements in order to succeed with Office of the Fire Marshal testing and certification. Additionally, the college will be able to offer the use of this facility to our fire service partners who are also required to complete these skills on an annual basis.

- (xxii) The College shall make payment in the amount of \$50.00 per session, for the use of the lands and premises including classroom/meeting rooms and facilities, described in paragraph 1 of the preamble. This \$50.00 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. This \$300.00 fee includes the use of the classroom/meeting room and facilities for that session. 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 is pumping water 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 parking lot at Essex Fire Station 1, 55 Alice Street North and car pool to facility.
- (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 no more than five (5) days following completion of training evolution used for. Deviation from this procedure will need approval from the Fire Chief.

5. 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.
6. 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.
7. This Agreement can be terminated by any parties at any time with 30 days written notice.

IN WITNESS WHEREOF the Corporation and the College have executed this Agreement.

**THE CORPORATION OF THE TOWN
OF ESSEX**

Date: _____

per: _____

Per: _____

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

Date: _____

per: _____