

THE CORPORATION OF THE NATION MUNICIPALITY
BY-LAW 82-2023

Being a By-law to authorize the execution of an Agreement with The Corporation of the City of Clarence Rockland, to establish the administration of The Nation Municipality Fire Services by the City of Clarence-Rockland Fire Services.

WHEREAS the Municipal Act, S.O. 2001, c. 25, Section 20 allows a municipality to enter into an agreement with one or more municipalities or local bodies or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide;

AND WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, Chapter 4, Section 5 allows the councils of two or more municipalities to establish one or more fire departments for the municipalities. 1997, c. 4, s. 5 (4).

AND WHEREAS the Councils of the Municipalities of The Corporation of the City of Clarence-Rockland and The Corporation of the Nation Municipality have agreed to maintain their respective fire departments for the purposes of providing fire protection services in the areas defined in their respective Fire Department by-laws, but wish to assign certain administrative, management and other functions of the Nation Municipality Fire Services to the City of Clarence-Rockland Fire Services, all as set out herein.

NOW THEREFORE the Council of The Corporation of The Nation Municipality enacts as follows:

1. The Corporation of the City of Clarence-Rockland and The Corporation of The Nation Municipality shall enter into an agreement providing for the provision of defined administrative, management and other functions by the City of Clarence-Rockland Fire Services to the Nation Municipality Fire Services.
2. The terms and conditions of the Agreement shall be in the form substantially as attached hereto as Schedule "A", forming an integral part of this by-law.
3. The Mayor and Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of The Nation Municipality.
4. That all resolutions, By-laws or parts of By-laws passed prior to this By-law which are contrary to or inconsistent with this By-law shall be repealed on execution of this Agreement by both parties.
5. The provisions of this by-law shall come into force and take effect in accordance with the Agreement attached once the Councils of The Corporation of the City of Clarence-Rockland and The Corporation of The Nation Municipality each have adopted same.

Read a first, second third time this 12th day of June, 2023

Francis Brière, Mayor

Josée Brizard, CAO-Clerk

SEAL

SCHEDULE "A"

TO BY-LAW# _____ FOR THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

AND TO BY-LAW # 82-2023 FOR THE CORPORATION OF THE NATION MUNICIPALITY

This Agreement made this day of , 2023

Between

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

and

THE CORPORATION OF THE NATION MUNICIPALITY

1. Purpose and General Framework

- 1.1 The purpose of this Agreement is to assign management of the Nation Municipality Fire Department ("NMFD") to the City of Clarence-Rockland Fire Department ("CRFD") and provide the same levels of service to NMFD as the CRFD, in accordance with the Fire Protection and Prevention Act, as amended from time to time.
- 1.2 In accordance with the Fire Protection and Prevention Act, municipalities shall provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances. Municipalities may establish a fire department to provide fire suppression services and may provide other fire protection services in a municipality, or group of municipalities. As such, Nation's Council will pass a new and updated Establishing and Regulating Bylaw (as assembled by the CRFD) which will outline the organizational model.
- 1.3 The Nation Municipality will pass a Bylaw identifying Fire Chief Mario Villeneuve as Fire Chief for NMFD.
- 1.4 NMFD and CRFD will remain two independent entities, owned by each municipality. Only the management of the NMFD will be undertaken by CRFD. All staff, except for those identified in the organization chart attached hereto as CRFD staff; Deputy Fire Chief, Fire Chief, Training Officer, Fire Prevention Officer and Administrative assistant will be and continue to be Nation Municipality employees. CRFD will assume the management of these employees only, including day to day assignment with regards to the NMFD's operations, and performance evaluations, which will be provided to the Nation Municipality.
- 1.5 The hiring and termination of the CRFD identified staff will be the responsibility of Clarence-Rockland. The hiring, termination and any disciplinary action with regards to NMFD employees, including the NMFD firefighters, shall be the responsibility of NMFD, assisted by performance review input from CRFD.
- 1.6 All assets of the Nation Municipality will remain owned and operated by Nation Municipality. No equipment, assets or staff will be directed to Clarence-Rockland.
- 1.7 Either party may terminate this Agreement without cause and at any time upon giving 60 days' prior written notice to the other party (each, a termination for "Convenience"). Such termination will be effective on the date stated in the notice.

2. Management Framework

CRFD will provide general management of the NMFD, including operations. This will be accomplished by the establishment of CRFD staff in the positions set out below and as identified in the Organizational chart attached hereto as Appendix A.

2.1 Operations

A Deputy Fire Chief position shall be established by CRFD for NMFD as a full-time position. The Fire Chief and Deputy Fire Chief will provide the following operational functions:

- Provide oversight of all response events through command and control.
- Review and provide comments/recommendations on the implementation of the 79 recommendations included in the Fire Master Plan including:
 - Review of the Establishing and Regulating by-law
 - Organizational structure
 - Number and location of fire stations
 - Number of firefighters
 - Fire apparatuses requirement (number and location)
 - Equipment
 - Fire Prevention and Public Education
 - Fire Inspections and Enforcement
 - Fire Origin and cause determination
 - Fire Safety Plans
 - Pre-planning
- Establishment of Operational Guidelines and General Orders to ensure a unified response of all resources.
- General day to day management of the NMFD.

2.2 Administration

CRFD will provide the following administrative functions:

- A new administrative assistant position will be created within CRFD in support of the management team providing administration of NMFD;
- The implementation of an RMS system to manage all incoming incidents and provide necessary reports to inside and outside agencies. The system will also serve as a resource centre for all procedures (OGs and GOs) and training material. The RMS will serve to track time of firefighters for incident, prevention and training events and facilitate payroll review and management. This system will also provide all the required data to the Ontario Fire Marshal as required;
- The CRFD will propose a cost recovery Bylaw to Nation Municipal Council and establish a system to coordinate with a third party (Fire Marque) for the invoicing of billable events to recuperate some operational costs;
- The CRFD will establish best practice Guidelines, Procedures and Programs used in the sound management of the NMFD, as well as communicate and train Firefighters on their use; and
- The Fire Chief will be available for Nation Council meetings as needed when fire issues are on the agenda.

3. Budgeting, Procurement and Maintenance³

- 3.1 The CRFD will manage the annual budget of the NMFD, manage procurement initiatives, coordinate the maintenance and calibration of all equipment. CRFD will provide recommendations to NMFD with regards to resource investment through the budgeting process as well as emergency requirements.

4. Fire Prevention and Public Education

- 4.1 CRFD will undertake, on behalf of NMFD, initiatives to provide required inspections in Vulnerable Occupancies and commercial buildings. A smoke alarm inspection campaign will be instituted to ensure the safety of the public in their homes. Regular fire prevention messages will be prepared for publication on social media platforms and the municipal website. CRFD's data bank of public service announcements can be modified to meet NMFD needs.

5. Fire Investigations and Prosecution Work

- 5.1 When a fire investigation is required to determine the cause and origin of a fire, a certified member of the CRFD will conduct such investigation and costs incurred for such work will be billed to Nation Municipality separately. This also where prosecution work is required to be done by CRFD staff.

6. Training

- 6.1 CRFD will coordinate the NMFD training program on a weekly basis to meet the certification requirements of July 1st, 2026. Training Officers from NMFD will join the CRFD train the trainer monthly sessions to be equipped with lesson plans, equipment, and the knowledge to deliver training in their respective stations. NMFD firefighters will have access to the live burn training centre in Bourget for a required annual training and exposure session.

7. Career Training

- 7.1 In addition to regular training, the CRFD will also coordinate NMFD firefighter career training as per provincial Certification requirements through its RTC. In order to expedite and facilitate certification of all NMFD firefighters, they will get preferred seating on courses offered by the CRRTC. CRFD will determine which firefighter needs what training, and a training plan will be communicated to those NMFD firefighters individually.

8. Mental Health Program

- 8.1 As part of our training initiatives, the CRFD will develop guidelines and recommend the establishment of a peer-to-peer support team that will incorporate staff from the NMFD. The members of the team are required to follow strict rules and guidelines and be trained to a level of competency needed for the job (R2MR). Until such time as the support team is developed, CRFD will be providing mental health support to those NMFD firefighters requiring such services.

9. Costing Model

- 9.1 For the first year of service (2023), the CRFD will invoice the Nation municipality the amount of \$25,152.02 monthly. For 2023, this amount will cover the costs of the Fire Chief (33% of the time), the Deputy Fire Chief (100% of the time), access to a Prevention Officer (10% of the time), a Training Officer (15% of the time) and an administrative assistant (10% of the time). Administrative costs of 10% are added to the total expenses to cover HR, payroll and others. A breakdown of the anticipated cost breakdown for 2023 and 2024 is attached hereto as Appendix "B".
- 9.2 For the second year of the contract (2024) the cost is anticipated to be \$450,951.50. The two differences between 2023 and 2024 are: the nomination of a full-time fire Prevention Officer in 2024, that will replace the need for the 15% allocation from 2023; and the time allotment for the Fire Chief will go from 33% in 2023 to 25% in 2024.
- 9.3 A new proposal will be presented to the Nation Municipal Council in the 3rd quarter of 2024 to determine personnel time allocations and costs for future years.

10. Insurance and Indemnification

- 10.1 The Corporation of the Nation Municipality shall at all times save harmless and indemnify the Corporation of the City of Clarence-Rockland, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from or attributable to any term

or provision of this agreement.

- 10.2 The Corporation of the City of Clarence-Rockland shall at all times save harmless and indemnify the Corporation of the Nation Municipality, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from or attributable to any term or provision of this agreement.
- 10.3 The Municipalities shall have at all times adequate liability insurance and include the other Municipality as a named insured. The Municipalities shall provide the other Municipality with proof of insurance on an annual basis.

11. General Provisions

- 11.1 This agreement shall remain in effect until terminated, or a new agreement is made, notwithstanding, the terms of this agreement may be amended from time to time on mutual agreement of the Councils.
- 11.2 Should one of the Councils wish to propose an amendment to this agreement, such written notice shall be given to the other party at least thirty (30) days prior to the next regularly scheduled meeting of the Council of the other municipality.
- 11.3 Whenever there may be any dispute between the Councils with respect to any matter contained in this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990, c. M.48 and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the Councils hereto shall agree to the selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitration Act*, 1991, S.O. 1991, c.17 or pursuant to any successor legislation.
- 11.4 It is agreed that, with respect to matters not dealt with in this agreement, the CRFD may formulate policies for and relating to the administration and operation of the Fire Department unless otherwise prohibited by any applicable statute or regulation.
- 11.5 The Councils shall execute such further assurances and actions as may be reasonably required to carry out the terms thereof.
- 11.6 Upon the execution of this agreement, any existing agreements amongst the Councils as amended with respect to fire protection shall forthwith become null and void to the extent of any consistency with the terms of this Agreement.
- 11.7 In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect.

In witness whereof the Councils have here unto affixed the signatures of their duly authorized officers, together with their corporate seals.

Signed this day of , 2023

The Corporation of the City of
Clarence-Rockland

The Corporation of the Nation Municipality

Mayor

Mayor

I have authority to bind the Corporation I have authority to bind the Corporation

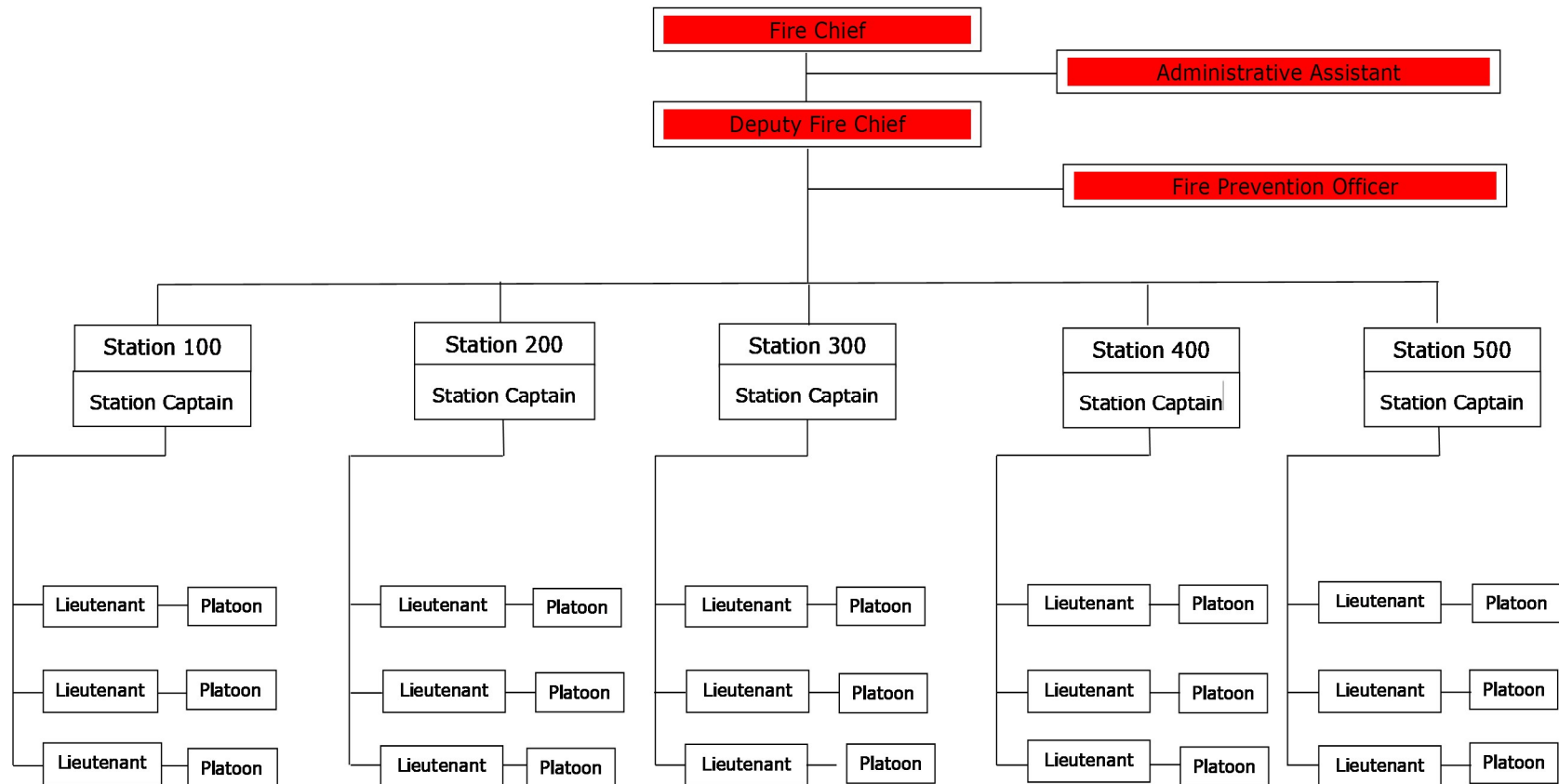
Clerk

Clerk/CAO

I have authority to bind the Corporation I have authority to bind the Corporation

Appendix A: Proposed Organizational Chart

123



¹ The CRFD will operate the five (5) station independently, and through the station Captains. Activities will be coordinated through each Captain via the Deputy Fire Chief.

² The positions identified in RED are CRFD employees. All the other positions are employees of the Nation Fire Department.

³ Lieutenants in each station will be assigned a portfolio. Training, Maintenance, Prevention.

Appendix B: Cost breakdown analysis

Estimé pour le service d'incendie de la Nation								
Préparé le 28 avril 2023								
	Salaire	Bénéfices	Total		2023		2024	
					%	\$	%	\$
Chef (1/3)	155,867.00	40,337.75	196,204.75		33%	\$ 65,401.58	25%	\$ 50,767.98
Chef Adjoint (nouveau)	125,000.00	40,000.00	165,000.00		100%	\$ 165,000.00	100%	\$ 170,775.00
Chef de prévention (Charles Gagnon)	117,555.00	35,842.00	153,397.00		10%	\$ 15,339.70	0%	\$ -
Chef de prévention (nouveau)	117,555.00	35842	153,397.00				100%	\$ 158,765.90
Pompier (Mario Cardinal)	112,444.88	34,935.00	147,379.88		15%	\$ 22,106.98	15%	\$ 22,880.73
Assistant admin (Lynn)	48,203.00	17,172.00	65,375.00		10%	\$ 6,537.50	10%	\$ 6,766.31
Subtotal						\$ 274,385.77		\$ 409,955.91
Admin cost (10%) (HR, Finance, et autres)						\$ 27,438.58		\$ 40,995.59
Total						<u>\$ 301,824.34</u>		<u>\$ 450,951.50</u>
*Facteur indexation 2024	3.50%							