THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

By-law No. 52 -2014

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY AND THE CORPORATION OF THE TOWNSHIP OF NORTH HURON, REGARDING A FIRE PREVENTION SERVICES AGREEMENT

WHEREAS, The Municipal Act S.O. 2001, c. 25, as amended, Section 20(1) authorizes that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the Act, or combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS, The Council of the Municipality of Morris-Turnberry hereby authorizes to enter into an agreement with the Township of North Huron for Fire Prevention Services;

NOW THEREFORE, the Council of the Municipality of Morris-Turnberry enacts as follows:

1.0 That the Council of the Municipality of Morris-Turnberry hereby agree in enter into an agreement to provide Fire Prevention Services to the Township of North Huron;

2.0 That the Municipality of Morris-Turnberry hereby enters into an agreement with the Township of North Huron, in accordance with the agreement attached hereto, as Schedule ‘A’;

3.0 That the Mayor and Clerk be hereby authorized to sign and execute the by-law;

4.0 This By-law shall come into full force and effect upon the 2nd day of September, 2014;

5.0 This By-law may be cited as the amendment to the “The Fire Prevention Service Agreement By-law”.

Read a first, second, and third time and finally passed this 22nd day of July, 2014.

__________________________
Mayor, Paul Gowing

__________________________
Clerk, Nancy Michie
THIS AGREEMENT made the 5th day of August, 2014

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
Hereinafter called “North Huron”
OF THE FIRST PART

-and-

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
Hereinafter called “Morris-Turnberry”
OF THE SECOND PART

WHEREAS the Fire Protection and Prevention Act, 1997, Part II, paragraph 2 (1) (a) states: “Every Municipality shall, (a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention”; paragraph 2 (2) states: “In discharging its responsibilities under Subsection (1), a municipality shall, (a) appoint a community fire safety officer or a community fire safety team; or (b) establish a fire department”; and paragraph 2 (4) states: “Two or more municipalities may appoint a community fire safety officer or a community fire safety team or establish a fire department for the purpose of providing fire protection services in those municipalities.”

AND WHEREAS North Huron has established the Fire Department North Huron and Morris-Turnberry has appointed a Community Fire Safety Officer, who performs Fire Prevention duties;

AND WHEREAS Morris-Turnberry and North Huron wish to share the services of a Fire Prevention Officer, who performs fire prevention duties, who is a certified Fire Prevention Officer, and who will be known as the ‘Fire Prevention Officer’;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions contained herein and other good and valuable consideration the parties hereto agree as follows:

1. The Fire Prevention Officer will be an employee of Morris-Turnberry and will work as the Fire Prevention Officer the equivalent of 2 days per week for Morris-Turnberry and the equivalent of 2.5 days per week for North Huron;

2. North Huron agrees to provide office facilities for the Fire Prevention Officer at the Blyth Emergency Training Centre, at no charge; Morris-Turnberry agrees to pay North Huron for any copies printed, that applies to Morris-Turnberry;
3. North Huron shall reimburse Morris-Turnberry for North Huron’s proportionate share of the costs incurred for the employment of the Fire Prevention Officer which shall include but not be limited to wages, costs of Benefits as usually provided to employees by Morris-Turnberry from time to time, costs of Retirement Pension Plan as usually provided to employees by Morris-Turnberry from time to time, Workplace Safety and Insurance Board costs, and travel costs;

4. North Huron agrees that the hourly wage for the Fire Prevention Officer may increase annually based on the Consumer Price Index for Ontario for the previous year and further based on any pay review adjustments;

5. North Huron agrees to pay Morris-Turnberry $3,000.00 per year for 2015, 2016 and 2017, to offset training costs, and starting in 2018 will pay annually the proportionate share of applicable training costs;

6. North Huron shall indemnify and hold harmless Morris-Turnberry and Morris-Turnberry’s respective officers, councillors, employees, agents and representatives, from all costs, claims, losses, expenses, demands and liabilities howsoever arising which may be directly or indirectly sustained by, incurred by or asserted against Morris-Turnberry relating to, arising out of, resulting from or in any way connected with the Fire Prevention Officer’s work for and/or presence at North Huron.

7. The Fire Prevention Officer shall comply with Morris-Turnberry’s Personnel Policy as it may be amended or replaced from time to time, including in particular Section 24-4 Employee Payback of Education expense as it may be amended or replaced from time to time; Any payback received by Morris-Turnberry will be shared proportional with North Huron;

8. Morris-Turnberry will invoice North Huron on a monthly basis;

9. North Huron agrees, upon satisfactory review, to pay the invoiced amounts within thirty (30) days of receiving said invoice;

10. In the event of the Fire Prevention Officer being removed from his/her employment, either by but not limited to termination or death, it is the intention of Morris-Turnberry to locate a qualified replacement, who is a certified Fire Prevention Officer, as quickly as possible; and

11. This Agreement will be effective September 2nd, 2014, and shall continue in full force and effect until both Parties agree in writing that this Agreement shall be terminated.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

This AGREEMENT is executed by The Corporation of the Township of North Huron this 5th day of August, 2014.

Mayor – Neil Vincent

Clerk/CAO – Gary Long
THIS AGREEMENT is executed by The Corporation of the Municipality of Morris-Turnberry this 22nd day of July, 2014.

Mayor – Paul Gowing

Administrator Clerk-Treasurer – Nancy Michie