



To: His Worship the Mayor and Members of Council
From: Scott Alexander, Emergency Services Manager, Fire
Chief
Report Number: FC 2024-01 RTC
Subject: Ontario Fire College Regional Training Centre – Joint
Municipal Initiative
Meeting Date: August 7, 2024

Recommendation:

That report FC2024-01 - RTC, Ontario Fire College Regional Training Centre-
Joint municipal initiative, be received as information;

THAT the Township of Norwich be authorized to sign the Emergency Services
Training and Registration Agreement between the Ontario Fire College and
the Corporation of the Township of Norwich on behalf of the Rural Fire
Services of Oxford County (Norwich, Blandford-Blenheim, East Zorra-
Tavistock, Zorra, South-West Oxford) to establish a Regional Training
Centre.

Report:

Background:

Since 2012, the Township has has worked collaboratively with Blandford-
Blenheim, Norwich, Zorra, and South-West Oxford to provide in-house
provincial certification training to approximately 320 volunteer firefighters in
the 5 municipalities. This collaborative model, referred to as the Rural Fire
Services of Oxford County (RFSOC), has worked very effectively for all
parties and has resulted in successful certification training, provincially
recognized instructors, and a shared service Training Officer position that
coordinates joint training. Training together has broken down countless

barriers and united the fire services related to station training, mutual aid assistance, financial efficiencies, and other shared service initiatives.

On January 13, 2021, the Ministry of the Solicitor General's office announced that the Ontario Fire College would close permanently on March 31, 2021, and would be moving to a regionalized model for training. The regionalized model was to include satellite Regional Training Centres (RTC) established throughout the province to deliver the Ontario Fire College curriculum. The RTCs are intended to make training more accessible to fire service members throughout the province.

Discussion:

In May 2024, the Ontario Fire College began rolling out an online Learning Management System (LMS) to track all firefighter certifications, course completions and permit course enrolment through an online registration for those taking RTC courses. As a result of this, the RFSOC Fire Chiefs reached out to the OFC to gauge interest in establishing a RTC in the Rural Fire Services of Oxford County, noting that we have an excellent in-house training program that has been delivered for the past number of years and offered to outside fire services to help offset our costs. The Ontario Fire College is pleased with the level of support that RFSOC has internally and historically with the neighbouring municipalities.

Some characteristics that are associated with the RTC model are:

- The RTC will have the ability to teach any NFPA course in any fire station throughout the Rural Fire Services of Oxford County;
- All instructors teaching within the RTC will be paid, approved, and screened by the Ontario Fire College – with an intent to build up an internal instructor base. This will give opportunity to instructors and departments within the area;
- All courses utilize the Ontario Fire College curriculum and meet the requirements for Provincial National Fire Protection Association (NFPA) certification; and,
- RTC's have the ability to set costs per course based on incurred costs. This will allow RFSOC to recover some costs and to keep training costs minimal for member departments.

Staff are seeking Council's authorization for the Township of Norwich (as the main contact point) to execute the attached Emergency Services Training and Registration Agreement ("Agreement") to establish a Regional Training Centre in the Rural Fire Services of Oxford County. Norwich was chosen as the main contact point as it holds the training records, testing material, central library, and the shared service Training Officer position is hosted in Norwich. The Agreement, prepared by the Ontario Fire College (OFC), is attached to this report.

It is important to note that Norwich staff (again, as the main contact point) have met with the Assistant Deputy Fire Marshal on a few occasions related to this and do not foresee any barriers to establishing a Regional Training Centre in the Rural Fire Services at this time. Executing the Agreement is the first step and staff will work closely with the Assistant Deputy Fire Marshal and the Ontario Fire College Manager to be ready to commence courses as early as January 2025.

Financial Implications:

The transition to an RTC model would realize some financial efficiencies which would result from:

- Responsibility for funding instructors shifting from RFSOC to the OFC;
- Course delivery costs (e.g. meals, supplies, etc.) incurred will be reimbursed through a cost per student recovery model associated with each course invoiced out to those participating (similar to current model but more exposure to other fire departments); and,
- Non-member departments will continue to pay a higher student rate and any revenue will be used to offset general operating expenses and thereby reduce costs for member departments.

Conclusion

By continuing our joint RFSOC relationship in the County and entering into an Agreement with the Ontario Fire College to become a Regional Training Centre, the fire services will be providing training efficiencies, realizing greater fiscal responsibility, and enhancing the collaboration with our local municipal partners. Additionally, the proposed partnership with the Ontario Fire College to bring an RTC to the Rural Fire Services of Oxford County will continue the excellent training we have provided and will increase the course

availability we currently have. This partnership will be seen as a “win-win” situation that will ensure fire personnel in the participating Rural Fire Services of Oxford County are trained, well-prepared, and continue to work closely with each other – something that is critically important when multiple departments work together on large incidents.

A copy of the RTC MOU Agreement is attached for Council’s information.

Attachments:

1. RTC MOU Agreement - 2024

Respectfully Submitted by:



Scott Alexander, Emergency Services Manager, Fire Chief

Approved for Submission:



Karen DePrest
CAO/Treasurer

EMERGENCY SERVICES TRAINING AND REGISTRATION AGREEMENT in effect as of August 13, 2024

BETWEEN:

The Corporation of the Township of Norwich (on behalf of the Rural Fire Services of Oxford County consisting of Blandford-Blenheim, East Zorra-Tavistock, Zorra, and South-West Oxford) (the “Township”)

- and -

His Majesty the King in Right of Ontario as represented by the Solicitor General operating through the Ontario Fire College (the “OFC”)

WHEREAS:

- The OFC is mandated in the *Fire Protection and Prevention Act, 1997*, as part of the Office of the Fire Marshal, to develop and provide training programs to improve practices relating to fire protection services;
- The Township owns and operates a Facility suitable for training firefighters, including firefighters from other fire departments;
- Both Parties recognize that this Agreement promotes the Parties’ shared interest and mandate in providing training, for the benefit of the citizens of Ontario;
- The Township agrees to offer the Facility to the OFC at no charge to the OFC, based on the terms and conditions prescribed herein;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Part 1: Definitions and Interpretation

1.01 *Definitions* - In this Agreement, the following terms have the following meanings:

“**Agreement**” means the body of this Agreement, and any appendices attached hereto;

“**Course**” means a course offered by the OFC, as prescribed in the Course calendar;

“**Facility**” means the premises situated at [*Norwich Fire Station 1 Otterville, Norwich Fire Station 2 Norwich, Norwich Fire Station 3 Burgessville, Township of Norwich Operations Centre 285725 Airport Road, Norwich Fire Station 4 Oxford Centre, South-West Oxford Station 1 Brownsville, South-West Oxford Station 2 Mount Elgin, South-West Oxford Station 3 Beachville, Blandford-Blenheim Plattsville Fire Station, Blandford-Blenheim Princeton Fire Station, Blandford-Blenheim Bright Fire Station, East Zorra-Tavistock Hickson Fire Station, East Zorra-Tavistock Innerkip Fire Station, East Zorra-Tavistock Tavistock Fire Station, Zorra Thamesford Fire Station*] which maybe

owned and operated by the Township; or other locations within the Regional Municipality of the Township agreed to by the parties and can include Satellite sites which a MOU has been entered.

“**OFC Address**” and “**OFC Representative**” mean: 25 Morton Shulman, Toronto, Ontario, M3M 0B1

Attn: Jeff VanRybroeck, Assistant Deputy Fire Marshal
Tel: 705-644-2260; Email: Jeff.VanRybroeck@ontario.ca;

“**Party**” means the OFC or the Town and “**Parties**” means both of them; and,

“**Township Address**” and “**Township Representative**” mean: [*Rural Fire Services Oxford County - RFSOC*]

Attn: [*Township of Norwich - Director of Fire and Protective Services*]
[*285767 Airport Road, Norwich, Ontario, N0J 1P0*]
[*519-667-2000*]; Email: [*dvanpagee@norwich.ca*]

1.02 *No indemnities created* - Notwithstanding anything else in this Agreement, any express or implied reference to the OFC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Government of Ontario, whether at the time of execution of the Agreement or at any time during the Term of the Agreement, is contrary to the Ontario *Financial Administration Act*, and shall be void and of no legal effect. Additionally, the Township will not have any indemnification obligations to either OFC, its employees, contractors or agents and any third party.

1.03 *Entire Agreement* - This Agreement embodies the entire agreement between the Parties with regard to the subject matter herein and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of the Agreement.

1.04 *Enforceability of Agreement* - If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 *Force Majeure* - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism, shortage of water, power, labour disputes, strikes, lockouts, fire, flood, explosion and public health emergencies. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

1.06 *Notices* - Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery facsimile, or by email and shall be addressed to, respectively, the OFC Address to the attention of the OFC Representative and to the Township Address to the attention of the Township Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) business day after such notice is received by the other Party. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.07 *Changes By Written Amendment Only* – Any changes to this Agreement shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

PART 2: Delivery of Courses

2.01 *Delivery of Courses* - The OFC agrees to offer one or more Courses at the Facility, in accordance with this Agreement. The Courses offered shall be from the list of courses contained in the OFC Annual Calendar, and which may be amended by the OFC from time to time, without prior notice.

2.02 *Criteria for Establishing Delivery of Courses* - The OFC shall solely determine, in its sole discretion, upon consultation with the Township:

- (a) Which Courses the OFC will offer at the Facility;
- (b) Which instructor or instructors the OFC will use to offer the Course;
- (c) Who will be eligible to register for a Course, and without limiting the generality of the foregoing, whether non-firefighters and non-Township employees shall be eligible to register for a Course;
- (d) In which locations in, or parts of the Facility a Course will be offered;
- (e) What equipment and materials will be used by the OFC during the Course; and,
- (f) At which times will a Course be offered.

2.03 *Inspection of Facility, etc.* - The OFC shall have the opportunity to inspect the Facility prior to the commencement of the Course to ensure the Facility is appropriate for its intended use. The Township shall notify the OFC forthwith of any changes to the Facility, which in the Township's sole opinion, may affect the offering of a Course.

2.04 *Fee* - The OFC shall charge the Township a fee for each of their employees who are enrolled in a Course. The cost of 65 dollars (CAD) per employee per registered Course. This fee may be amended by the OFC from time to time, with reasonable notice to the Township.

2.05 *Registration* - The OFC shall require the Township to register any employee, who is enrolled in a Course, using the OFC's registration system.

2.06 *Cancellation of Course* - The OFC reserves the right to cancel a Course at any time, at its sole discretion, and without the OFC incurring any costs or being liable for any damages. The OFC shall make its best effort to provide the Township with at least thirty (30) days' notice should a Course be cancelled.

2.07 *OFC Instructors* - The OFC will be responsible for the recruitment, screening (including criminal record and other background checks that the OFC may choose to conduct), selection and supervision of the OFC Instructors. The OFC shall ensure that the OFC Instructors are appropriately qualified, competent, and skilled to instruct the Courses.

2.08 *Workplace Safety and Insurance* - The OFC is part of the Ministry of the Solicitor General. This precludes any employee of the OFC from being construed to be employees or agents of the Township. The OFC hereby confirms that it is registered with the Workplace Safety and Insurance Board ("WSIB") as a Schedule 2 Employer. As a Schedule 2 Employer, the OFC is self-insured for all related WSIB claims and is directly and solely responsible for the costs of its claims. For greater clarity, the parties recognize that for the purposes of the Workplace Safety Insurance Act, 1997, the OFC shall be responsible for any WSIB related claim for OFC Adjunct Instructors or any of its other employees.

PART 3: Obligations and Authorities of Township

3.01 *Obligations* - The Township shall:

(a) Make its Facility available for each Course that is offered, in compliance with the requirements of the OFC as authorized and established herein;

(b) Ensure that the Facility is fit for the purpose of providing training as authorized herein, including by providing equipment and materials as directed by the OFC;

(c) Ensure that it obtains the written consent of the Township's employees, prior to disclosing the Townships employees' personal information to the OFC for registration or any other authorized purposes; and,

(d) Ensure that the individual designated as the Township Representative is available for the purpose of complying with the Township's obligations as set out herein.

3.02 *Fee* - The Township may set fees for any firefighter to attend the Course, who is not an employee of the Township, provided such fees are reflective of the costs incurred by the Township in providing the Course.

PART 4: Term and Termination

4.01 *Term* - This Agreement shall commence on the date first written above and shall be for a three (3) year term. Unless terminated earlier in accordance with s. 4.02 of this Agreement, the Agreement will expire at the end of the three (3) year term.

4.02 *Termination* - This Agreement shall terminate upon one Party providing the other with thirty (30) days prior written notice.

PART 5: Confidentiality

5.01 *Confidentiality of Information* – The Parties, including the OFC Instructors shall treat all information they receive from the other Party (including all written, recorded, electronic or oral information) as confidential, unless otherwise directed by the other Party.

5.02 *Freedom of Information Requests* – Both Parties acknowledge that they are subject to freedom of information legislation which governs the records that they have custody or control over. In the event that either of the Parties receives a freedom of information request for this Agreement or for the records that belong to the other Party and that have been shared pursuant to the Agreement, they shall forthwith notify the other Party. Both Parties agree to make every reasonable effort to assist the other Party in complying with its respective obligation under the applicable freedom of information legislation.

PART 6: Insurance

6.01 *Insurance* - The OFC, as their sole cost and expense, will obtain and keep in full force and effect during the term of the agreement and any renewals thereof, the following forms of insurance with insurers licensed and approved to operate in the province of Ontario:

- Commercial General Liability insurance including premises and all operations in an amount of not less than five million dollars (\$5,000,000) for claims arising out of one occurrence, for third party bodily injury and property damage, products and completed operations, contractual liability, owners and contractors protective coverage, non owned automobile and contain a cross liability and severability of interests clause adding the Township as additional protected person.
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property

The OFC's certificate of insurance form shall be completed by OFC's insurance broker or insurer and a copy of same, evidencing that the insurance requirements described above is in full force and effect shall be provided to the Township within seven days of executing this Agreement.

It is further agreed that the OFC shall endeavour to not change, amend or cancel the policies specified herein unless the OFC has provided thirty (30) days prior written notice to the Township and such change or amendment has been approved by the Township.

PART 7: General

7.01 *Parties Power to Contract* - The Parties represent and warrant that they have the full right and power to enter into this Agreement and there is no agreement with any other person or any law that would in any way interfere with the rights of the Parties under this Agreement.

7.02 *Representatives May Bind the Parties* - The Parties represent that their respective representatives have the authority to legally bind them.

7.03 *Parties Not a Partner or Employee of Each Other* - The Parties shall have no power or authority to bind one another or to assume or create any obligation or responsibility, express or implied, unless expressly set out in this Agreement. Neither Party shall hold itself out as an agent, partner or employee of the other Party. Nothing in this Agreement shall have the effect of creating an employment, or partnership relationship between the Parties (or any of the Parties directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

7.04 *No Subcontracting or Assignment* – Neither party shall subcontract or assign the whole or any part of this Agreement.

7.05 *Responsibility for employees, etc* - Both Parties agree that they are responsible for ensuring that their representatives, employees and agents are aware of the obligations of the Parties under this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed the Agreement effective as of the date first above written:

The Ontario Fire College

Signature:

Name: Jeff VanRybroeck

Title: Assistant Deputy Fire Marshal

Date of Signature:

I have authority to bind the OFC.

**The Corporation of the Township of Norwich
on behalf of the Rural Fire Services of Oxford**

County (Norwich, Blandford-Blenheim, East Zorra-Tavistock, Zorra, South-West Oxford)

Signature:

Name: Kim Armstrong

Title: Clerk

Date of Signature:

I have authority to bind the Township.

The Township of Blandford-Blenheim

Signature:

Name:

Title: Clerk

Date of Signature:

I have authority to bind the Township.

The Township of East Zorra-Tavistock

Signature:

Name:

Title: Clerk

Date of Signature:

I have authority to bind the Township.

The Township of Zorra

Signature:

Name:

Title: Clerk

Date of Signature:

I have authority to bind the Township.

The Township of South-West Oxford

Signature:

Name:

Title: Clerk

Date of Signature:

I have authority to bind the Township.