

## **FACILITY USE AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF LASALLE**

**(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 certain Fire Service apparatus and equipment, situated at 1900 Normandy St., LaSalle, Ontario and more particularly described as the "fire station/apparatus floor", "classroom/meeting rooms" and "fire apparatus and equipment" in the Fire Station, and the "outdoor training facility".

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

**NOW THEREFORE** in consideration of the mutual promises contained here 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 the student 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 terms of the Program and as such shall commence on April 1, 2021, and shall continue in full force and effect until July 31, 2022, at which time this Agreement shall terminate, and there shall be no further obligations 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 proof of same to the Corporation in advance of the Program commencement date.
  - (iv) 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.
  - (v) 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.
  - (vi) 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 at 1900 Normandy St.; and
    - (b) any other portion of the Corporation's land and premises as approved by the Fire Chief from time to time, at the sole discretion of the Fire Chief.

- (vii) The College acknowledges and assumes full and complete responsibility to clean and maintain all land and premises and fire apparatus and equipment as 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 fire apparatus 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 courses of the program only the fire apparatus and equipment that has been pre-authorized for use by the Fire Chief, or his or her designate, will be utilized during these training days
- (viii) The College shall assume all responsibility for any loss, damage, and/or theft of the Corporation's land and premises, and related fire apparatus and equipment that occurs as a result of the College's use thereof.
- (ix) The College shall assume full responsibility for the actions and/or conduct of the Preceptees and Preceptors participating in the Program at all times while they are on and/or using the Corporation's land and premises, and fire apparatus and equipment.
- (x) The Preceptees and Preceptors shall sign a Confidentiality Agreement and a Release from Liability Form in the Form attached hereto and marked as Schedules "A" and "B" respectively prior to commencing their placement in the Program.
- (xi) The College acknowledges that it is subject to the Workplace Safety and Insurance Act (WSIA), a shall submit a valid clearance certificate of WSIA coverage to the Corporation prior to the commencement date of the Agreement. In addition, the College shall, from time to time at the request of the Corporation, provide additional WSIA clearance certificates. The College agrees to pay when due all amounts required to be paid under the WSIA. The College shall not cancel its status of deemed employer for any qualified staff person of the College involved with the Program, nor terminate its WSIA coverage for any qualified staff person of the College involved with the Program at any time throughout the duration of the Program, and agrees to report any work-related injuries/diseases sustained by its employees under the Program.

- (xii) The College represents and warrants to the Corporation that it has in place insurance coverage referable to the Preceptees and Preceptors involved in 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).
- (xiii) 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 be in the name of the Corporation as an additional named insured. The College shall provide proof to the Corporation of the requisite insurance coverage.
- (xiv) 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 designated alternate;
  - 2. infraction of the rules, policies and/or regulations established by the Corporation in its sole discretion from time to time;
  - 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.
- (xv) The College shall make payment in the amount of \$485.00 per session for the use of any fire apparatus. This \$485.00 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 the LaSalle Firefighter employed by the Corporation to operate the fire apparatus/pump and/or supervise and assist in the use of LaSalle Fire facilities and equipment for the duration of the training day. The College will be invoiced for the total hours that the LaSalle Firefighter worked for the scheduled session at the current applicable hourly rate (either regular or overtime rate as applicable) set forth in the current Collective Agreement between the Corporation and the LaSalle Firefighters Association.

When the College utilizes a water/fire hydrant for a practical training session and is pumping water for an extended period of time a flat charge of \$100.00 will be assessed to the College at the discretion of 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.

**Remainder of page intentionally left blank. Signing page to follow.**

**IN WITNESS WHEREOF** the Corporation and the College have executed this Agreement and affixed their respective seals, as attested to by the appropriate Officers in that behalf.

**THE CORPORATION OF  
THE TOWN OF LASALLE**


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

\_\_\_\_\_  
MAYOR  
M. BONDY

\_\_\_\_\_  
DIRECTOR OF COUNCIL SERVICES  
A. ROBERTSON

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

Date: March 10, 2021

  
\_\_\_\_\_  
Name: Patricia France  
Position: President

\_\_\_\_\_  
Name:  
Position:

I/we have authority to bind the College

## **SCHEDULE "A"**

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

**FROM:** St. Clair College of Applied Arts and Technology and its Preceptees and Preceptors  
Participating in the Pre-Service Firefighter Education and Training Program.

### **CONFIDENTIALLY AGREEMENT**

I, the undersigned, promise to hold in confidence, all matters that may come to my attention as a Preceptee or Preceptor in the Pre-Service Firefighter Education and Training Program with St. Clair College while at The Corporation of the Town of LaSalle Fire Service. This includes any and all materials and/or matters and other confidential information regarding The Corporation of the Town of LaSalle. 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 any time thereafter, disclose any such confidential information to any person, nor shall I use the same for any purpose other than the purposes of the Pre-Service Firefighter Education and Training Program with St. Clair College of which I am a participant. I agree further that all restrictions contained in this clause are reasonable and valid in the circumstances and all defences to the strict enforcement thereof by The Corporation of the Town of LaSalle are hereby waived by the undersigned.

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

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

\_\_\_\_\_  
STUDENT/PRECEPTEE  
Print Name:

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

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

\_\_\_\_\_  
TRAINER/PRECEPTOR  
Print Name:

## **SCHEDULE "B"**

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

**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, \_\_\_\_\_, Preceptor/Preceptee participating in the Pre-Service Firefighter Education and Training Program with St. Clair College, for myself, for my heirs, estate trustees, successors and assigns, release and forever discharge The Corporation of the Town of LaSalle, its employees, officers, officials, administrators and the elected members of Town Council 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 injuries or misadventures 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 with St. Clair College.

I understand and acknowledge that I am present and participating in the Pre-Service Firefighter Education and Training Program provided through St. Clair College of Applied Arts and Technology and I am here as a Preceptee/Preceptor of the College and I shall conform to all conditions, rules, procedures, that are in place at The Corporation of the Town of LaSalle for the duration of the Pre-Service Firefighter Education and Training Program with St. Clair College.

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 LaSalle, its employees,



officers, officials and administrators and the elected members of Town Council and their respective heirs, estate trustees, successors and assigns as a result of my participation and/or involvement the Pre-Service Firefighter Education and Training Program with St. Clair College 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:

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

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

\_\_\_\_\_  
TRAINER/PRECEPTOR  
Print Name: