



This AGREEMENT made in duplicate this day _____
BETWEEN:
THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Town")
- and -
Tyler Moffitt

WHEREAS:

1. The Town requires a Fire Chief/Community Emergency Management Coordinator to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Tyler Moffitt has applied to the Town for the position of Fire Chief/Community Emergency Management Coordinator and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Tyler Moffitt as Fire Chief/Community Emergency Management Coordinator;

NOW THEREFORE: The Town of Fort Frances and Tyler Moffitt (the "Parties") agree as follows:

1. In this Agreement and any schedules attached to it the word:
 - a) "Duties" shall mean and include the work duties and otherwise to be performed by Tyler Moffitt for and during the Term (as "Term" is defined in paragraph 1(c) of this Agreement) as set out in Schedule "A" attached to and forming part of this Agreement (Schedule "A");
 - b) "Entity" means any person, corporation, government agency or otherwise;
 - c) "Term" means the period commencing October 11, 2016, subject to paragraph 2 of this Agreement and;
 - d) "Total Payable" means, subject to paragraph 2(b) and 2(c) of this Agreement the total of any amounts payable by the Town to Tyler Moffitt as set out in Schedule "B" attached to and forming part of this Agreement (Schedule "B").
2.
 - a) Subject to paragraph 2(b) and 2(c) of this Agreement, the Town agrees to engage Tyler Moffitt to perform the Duties for the Term.
 - b) Notwithstanding anything contained in this agreement Tyler Moffitt may terminate this agreement by giving the Town thirty (30) days' written notice. Upon receipt of such notice, the Town at its sole discretion, may, by notice in writing, specify an earlier termination date, however, regardless of the termination date Tyler Moffitt shall be paid the outstanding portion of salary, benefits, vacation and perquisites to equal thirty (30) days' notice.
 - c) The Town may terminate this agreement without cause, upon giving Tyler Moffitt the following:

- i. the Town shall provide Tyler Moffitt thirty (30) days written notice; and
 - ii. any accrued and unpaid base salary (subject to normal withholding and other deductions) to the effective date of termination of his employment, plus any vacation pay statutorily due and owing; and
 - iii. the Town shall pay to Tyler Moffitt, the greater of, a salary continuance equivalent to three (3) months of his base salary, bonus and perquisite payment, less any applicable statutory deductions OR *Employment Standards Act, 2000* entitlements; and
 - iv. the Town shall continue to provide benefit coverage for Tyler Moffitt for the statutory notice period subject to the terms of the applicable benefit(s) plans.
- d) The Town may terminate this agreement with cause. Notwithstanding anything contained in this Agreement, the Agreement and the employment of Tyler Moffitt may be terminated for just cause without notice or payment in lieu of notice. In such a case, the Town shall have no further obligation to Tyler Moffitt except for payment of all amounts due and owing up to the date of the termination.
- e) Tyler Moffitt acknowledges and agrees that:
 - i. the notice period set out in paragraph 2(c) of the Agreement is sufficient and reasonable; and
 - ii. payment by the Town as provided for in paragraph 2(c) shall be in full and final settlement of any and all claims, demands, actions and suits whatsoever including at common law which Tyler Moffitt has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Tyler Moffitt further agrees, that if required by the Town, he will sign a release in favour of the town; and
 - iii. if he has performed or commenced the duties prior to his execution of this Agreement, such performance, commencement or otherwise shall in no way affect the validity, enforceability or otherwise of this Agreement.

3. Tyler Moffitt:

- a) shall perform the Duties and obligations under this Agreement, as he has indicated he can, to the satisfaction of the Town and in accordance with Town policies and procedures;
- b) acknowledges that as Fire Chief/Community Emergency Management Coordinator he will acquire information about certain matters and things which are confidential to the Town, its employees and persons with whom the Town has *bona fide* business dealings. Tyler Moffitt agrees to maintain all confidential information in strictest confidence (subject to applicable federal or provincial laws), and agrees not to disclose such confidential information to any third party either during the term of this Agreement (except as may be necessary in the proper discharge of his employment), or after the term of his employment, for any reason, except with written permission of the Town.
- c) shall not, directly or indirectly, engage in any business, commercial or professional activity without the written consent of the Town which shall determine, in its absolute discretion, whether such

activity interferes with the business of the Town or with the performance of duties by Tyler Moffitt hereunder;

- d) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make comment to Town employees, or members of the public which are derogatory towards the Town;
- e) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make or contribute to commentary on social media which is derogatory towards the Town;
- f) shall be required to act in accordance with his obligations under this Agreement;
- g) has been advised to consult his solicitor as to this Agreement and the matters contained in it, prior to execution of this Agreement, if he so desires;
- e) agrees that he has entered into and executed this Agreement of his own free will, without coercion, influence of any kind, or otherwise by or on behalf of the Town, its employees or agents or otherwise.

4. It is understood and acknowledged by Tyler Moffitt that:

- a) Tyler Moffitt's work and performance of the duties, is and shall be subject to review, criticism and otherwise by the Town;
- b) The Town may require, and Tyler Moffitt shall provide, reports and otherwise as to the progress, performance and otherwise of his/her obligations under the Agreement and otherwise; and
- c) The Town shall not be in any way liable to Tyler Moffitt or anyone on his behalf or otherwise in respect of any decision made, action taken, or otherwise, by the Town pursuant to or under paragraphs 2(c), 4, or otherwise, of this Agreement.

5. Should any provision or any part thereof of this Agreement be illegal or not enforceable, such provisions or part thereof shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and be binding upon the Parties as though the illegal or non-enforceable provision had never been included.

6. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, (iii) sent prepaid by telecopy, fax or similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed, in the case of notice to the Town:

Attention: Chief Administrative Officer
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

And in the case of Tyler Moffitt, as follows:

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by fax, telecopy or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party may change any particulars of its address for notice by notice to the other Party in the manner aforesaid.

7. This agreement and everything contained in it shall endure to the benefit and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be of each of the Parties.
8. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
9. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Town and Tyler Moffitt.
10. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
11. The parties hereto agree to execute such documents, assurances, certificates or the like as may from time to time be reasonably requested, required or desirable in order to give full force and effect to this Agreement, the matters contemplated herein and to its and their intention.
12. This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.

SIGNED AT FORT FRANCES this day: _____

IN WITNESS THEREOF (THE CORPORATION OF THE TOWN OF FORT FRANCES)

(Mayor)

_____ { AND }
(Clerk)

(Tyler Moffitt)

This is Schedule "A" ATTACHED TO AND FORMING
PART OF THE Agreement made between
The Corporation of the Town of Fort Frances and
Tyler Moffitt

Dated: _____

The duties of Tyler Moffitt shall be:

1. As set out in this Schedule "A"; namely the letter of confirmation dated September 18, 2016 and the Position Description.
2. Such further and other duties, work and otherwise as assigned, directed and otherwise by the Town.

This is Schedule "B" ATTACHED TO AND FORMING
PART OF THE Agreement made between
The Corporation of the Town of Fort Frances and
Tyler Moffitt

Dated: _____

The Town agrees, subject to paragraph 2 of the Agreement to which this Schedule "B" is attached, to pay Tyler Moffitt for the Duties as follows:

- a) Bi-weekly based on an annual remuneration of \$ _____ plus fringe benefit package as directed by the Town in its sole absolute and unfettered discretion in keeping with benefit packages received by management personnel of the Town of Fort Frances.



POSITION DESCRIPTION

POSITION TITLE:	Fire Chief/Community Emergency Management Coordinator (CEMC)
GENERAL SUPERVISOR:	Chief Administrative Officer
EMPLOYEE GROUP:	Management/Non-Union

Position Summary

- The incumbent is responsible for the operation of municipal emergency services, including fire protection, emergency management coordinator, and mutual aid programs

Direction Received

- The incumbent reports to the Chief Administrative Officer and is responsible for discharging the duties of the position with minimal supervision
- The incumbent is directed by administrative and operating policies established by Council
- The incumbent is directed by provincial standards and regulations

Direction of Others

- Presently reporting to the Fire Chief is a complement of five (5) full-time firefighters, and up to twenty-four (24) volunteer firefighters
- In the future, the exact staffing level for both the full-time firefighters and the volunteer firefighters may be adjusted in the circumstances as determined by the Town
- The incumbent is responsible for preparing work schedules, establishing reporting procedures, approving leave requests, and authorizing overtime

Revenue, Asset and Expenditure Scope

- Annual Budget: \$0.9M
- Assets \$2.1M

General Responsibilities

- Responsible for the day to day supervision of municipal emergency services
- Prepares duty roster, prioritizes tasks, equipment, gear, and apparatus inspections
- Responsible for the planning, scheduling and delivery of staff training
- Works with Operations and Facilities to request repairs and services of hydrants
- Discharges the duties and responsibilities of an incident commander at major emergency scenes
- Completes notifications and reports as required by Provincial and Federal Statute
- Promotes and facilitates public education and public media relations
- Ensures appropriate interpretation and application of legislation, codes and by-laws
- Ensures that fire department systems and programs are developed and implemented
- Advises Council on strategic issues associated with emergency and related services
- Ensures the development of fire department personnel
- Facilitates effective labour management relations
- Establishes and implements departmental planning processes
- Coordinates emergency plans for the community control group and provides the necessary training for agencies
- Consults with and makes recommendation for equipment requirements for the community control group
- Reviews annually and recommends any policy changes to the emergency plan
- Plans and delivers training exercises for the various response and emergency groups
- Works with the Ontario Fire Marshals Office to stay current and well informed on new techniques and technical changes
- Prepares annual budgets and approves expenditures within established guidelines
- If so appointed by the Fire Marshal of Ontario, carry out all duties of a Fire Coordinator as per the F.P.P.A.
- Other related duties as assigned

Education and Qualifications

- Preference will be given to individuals who possess a College Diploma or University Degree in Public Administration, Management, Fire Science, or a related field
- NFPA Certification as a Fire Officer III or equivalent. Preference will be given to a candidate with Fire Officer IV certification
- Certification as a Community Emergency Management Coordinator or the ability to obtain the certification within one year
- NFPA Certification as a Fire Inspector II or equivalent
- NFPA Certification as a Fire Investigator or equivalent
- NFPA Certification as a Fire Instructor II or equivalent
- NFPA Certification as a Public Educator or equivalent
- NFPA Certification as an Incident Safety Officer or equivalent
- Six (6) to ten (10) years related experience at a senior level
- Demonstrated leadership, strategic planning, administration and managerial skills
- Inter-personal and oral/written communication skills
- Strong computer/technology skills and aptitude
- Demonstrated community involvement

- Knowledge of fire service legislation, codes and procedures
- Knowledge of emergency management legislation
- Demonstrated success in change management techniques in a complex environment

Effort

- Continuous concentration is required in the preparation of reports, schedules, with occasional interruptions by staff and telephone calls.
- Participation in fire and rescue operations involves a full spectrum of physical effort. Muscular exertion is required to lift, carry, and move equipment, materials and victims in excess of 100 pounds and over 20 feet.

Working Conditions

- The incumbent is required to work a minimum of 40 hours per week, on a flexible schedule, as the job requires primarily during regular business hours. Out of town travel averages 20 days per year. Additional hours average 20% in excess of regular hours due to emergency call out.
- Approximately 90% of the day is in private office with remaining time travelling or in educational setting.
- As a fire and rescue team member the incumbent is occasionally exposed to risks, heights of 25 to 50 feet and a variety of hazards, chemical substances, toxic fumes, explosion, fire and flames, electrical shock, radiation, etc. for long periods of time.

Conditions of Employment

- Must possess a valid Ontario Class 'DZ' Driver's License (or equivalent)
- Must provide a satisfactory Vulnerable Sector Check