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Halifax Regional Council
July 6, 2004

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



George McLellan, Chief Administrative Officer

DATE: June 25, 2004

SUBJECT: **Memorandum of Understanding between the Halifax Regional Fire and Emergency and the Halifax Port Authority**

ORIGIN

Halifax Regional Municipality does not have a formal agreement with the Halifax Port Authority for the provision of inspection, enforcement and investigation services pertaining to applicable life safety code, fire codes and standards for the buildings and land leased by Halifax Grain Elevators Limited from the Halifax Port Authority. Halifax Regional Fire and Emergency and the Halifax Port Authority are both desirous of having a formal agreement in place covering these activities.

RECOMMENDATIONS

It is recommended that:

1. Council authorize the Mayor and Municipal Clerk to enter into a Memorandum of Understanding between the Halifax Port Authority and the Halifax Regional Fire and Emergency for lands leased by Halifax Grain Elevators.

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BACKGROUND

The Halifax Regional Fire and Emergency are not authorized or permitted to conduct inspections on Federal land leased by Halifax Grain Elevators Limited from the Halifax Port Authority. The only time we are permitted to conduct an investigation is after an incident. The inability to conduct inspections or to enforce life safety codes, fire codes and standards for the buildings does have an impact on our ability to ensure the safety of persons who work and live in the area of the Grain Elevators.

DISCUSSION

The residents who live in the area of the Grain Elevators have been concerned with their safety which further identifies the need for an agreement. This Memorandum of Understanding (MOU) (attached) has been developed by the Halifax Regional Fire and Emergency and the Halifax Port Authority with the assistance of HRM Legal Services.

In summary the terms of this Memorandum of Understanding are as follows:

- 1) “Enforcement” is defined as inspections and follow up to inspections to ensure compliance with applicable standards, the preparation of enforcement orders when standards are not adhered to, and prosecution and appearance as a witness when required.
- 2) Fire & Emergency will conduct two (2) inspections per twelve (12) month period, spaced at intervals of at least three (3) months for the purpose of monitoring compliance with all codes, as agreed between the parties, applicable to the operations being performed.
- 3) Spot inspections of the facilities and lands will be conducted at irregular intervals. These spot inspections shall be determined by the Halifax Regional Fire and Emergency and a written report regarding all inspections will be provided to the Port Authority.
- 4) Compliance checks for written orders shall be of a frequency and duration as determined by Halifax Regional Fire and Emergency.
- 5) Response to citizen complaints shall be as deemed appropriate by Halifax Regional Fire and Emergency and may result in additional inspections and orders against the property.
- 6) The Port will assist Halifax Regional Fire and Emergency in obtaining necessary technical documentation, engineering reports, maintenance records, safety system records, safety plans and any other documentation required to support internal record keeping or servicing/specifications of critical components and life safety plans from Halifax Grain

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- Elevators Limited upon the request of an Inspector from Halifax Regional Fire and Emergency.
- 7) In the event of an occurrence involving fire or life safety, investigations to determine the cause of fire shall be led by Halifax Regional Fire and Emergency.
 - 8) The number of Inspectors/Investigators assigned to perform work shall be at the discretion of Halifax Regional Fire and Emergency Service.
 - 9) Sections of the Fire Safety Act (NS) and the Municipal Government Act (NS) which apply to the activities of Fire Inspectors/Investigators shall apply to the buildings and lands leased by the Halifax Grain Elevators Limited.
 - 10) The Port agrees to pay the Halifax Regional Fire and Emergency the rate(s) as set by the Fire Marshal of Nova Scotia for Inspection and Investigative Services as provided by Provincial Fire Inspectors as outlined in the MOU.
 - 11) The agreement shall be for an indefinite term, however, either party may give the other party 30 days notice to terminate the agreement.
 - 12) The Port agrees to indemnify and save the Halifax Regional Fire and Emergency harmless from any and all claims of any nature whatsoever made by any person, corporation or organization arising from any activities undertaken by Halifax Regional Fire and Emergency, its servants or agents pursuant to the terms of the MOU.

BUDGET IMPLICATIONS

There are no significant budget implications to HRM. Overall, Fire and Emergency will realize revenue which is based on the number of inspections/investigations conducted as a result of the approval of the Memorandum of Understanding. This revenue will offset costs incurred by Fire and Emergency.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

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ALTERNATIVES

Council could instruct staff not to enter into the agreement, whereby both parties would continue to operate in absence of an agreement.


ATTACHMENTS

Memorandum of Understanding.

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Bruce Burrell, Deputy Chief Director, Safety and Strategic Initiatives, 490-5036

Report Approved by:


Michael E. Eddy, Chief Director, 490-4238

**Memorandum of Understanding
Between
Halifax Port Corporation
hereinafter referred to as the “Port”
and
Halifax Regional Municipality through
Halifax Regional Fire and Emergency
hereinafter referred to as “HRM”**

Purpose: The purpose of this document is to establish a Memorandum of Understanding (MOU) between Halifax Port Corporation (the Port) and Halifax Regional Fire and Emergency (HRM) for the provision of inspection, enforcement and investigation services pertaining to applicable life safety code, fire codes and standards for the buildings and lands leased by Halifax Grain Elevators Limited from the Halifax Port Corporation.

It is understood by both parties that:

1. Enforcement for the purposes of the MOU shall mean inspections for ensuring that the applicable standards as referenced herein are being adhered to, the preparation of enforcement orders where appropriate and, where such standards are not be adhered to and, where appropriate, reference to the federal Crown of violations for prosecution, and appear as a witness when required by the federal Crown.
- 2) HRM will provide a minimum of two (2) inspections per twelve (12) month period, spaced at intervals of at least three (3) months, for the purposes of monitoring compliance with NFPA, NFC, CSA, ULC and any other fire or life safety code, as agreed between the parties, applicable to the operations being performed.
- 3) Spot inspections of the facilities and lands will be conducted at irregular intervals as agreed between Port and HRM for the purposes of insuring compliance with the codes mentioned in section 2. These spot inspections shall be at a time determined solely by HRM. HRM shall provide written reports regarding all of the inspections named in sections 2 and 3 of this document to the Port.
- 4) Compliance checks for written orders shall be of a frequency and duration as determined by HRM.
- 5) Responses to citizen complaints shall be as deemed appropriate by HRM. This may result in additional inspections and orders against the property.

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the Halifax Port Authority** **Attachment (MOU) Page 2**

- 6) The Port will assist the HRM in obtaining supporting technical documentation, engineering reports, maintenance records, safety system records, safety plans and any other documentation required to support internal record keeping or servicing/specifications of critical components and life safety plans from Halifax Grain Elevators Limited upon request of an Inspector from HRM.
- 7) In the event of any occurrence involving fire or life safety, investigations to determine cause of fire shall be lead by HRM with support from other governmental organizations, outside consultants, as appropriate.
- 8) The number of Inspectors/Investigators shall be at the discretion of HRM in order to perform work in the most expedient manner possible. The complexity of the Inspection/Investigation will have a direct bearing upon the number of Inspectors assigned.
- 9) Sections of the Fire Safety Act (NS) and the Municipal Government Act (NS) which apply to the activities of Fire Inspectors/Investigators shall apply to the building and lands leased by Halifax Grain Elevators Limited.
- 10) The Port agrees to pay HRM the rate(s) as set by the Fire Marshal of Nova Scotia for Inspection and Investigative Services as provided by Provincial Fire Inspectors. The hourly rate shall apply to all activities, including but not limited to: investigations, travel, report writing, research, attendance at meetings and as a witness at any proceedings arising out of the investigation/enforcement activities conducted pursuant to this MOU.
- 11) This agreement shall be for an indefinite term, however either party may give the other party 30 days notice to terminate this agreement.
- 12) The Port agrees to indemnify and save the HRM harmless from any and all claims of any nature whatsoever made by any person, corporation or organization arising from any activities undertaken by HRM, its servants or agents pursuant to the terms of this MOU, and from and against all costs, damages, including economic losses, and legal fees; and in the event any action or proceeding is brought against HRM by reason of such claim, the Port upon notice from HRM, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to HRM.

Signed in Halifax, Nova Scotia the
th day of 2004.

Mayor, Halifax Regional Municipality

for the Halifax Port Corporation

Municipal Clerk, Halifax Regional Municipality