

STAFF REPORT: Office of The Chief Administrative Officer



REPORT TO: Council
MEETING DATE: October 27, 2008
REPORT NO.: CAO.08.13
SUBJECT: Fire Service Automatic Aid Agreement with Collingwood
PREPARED BY: Paul Graham,
Chief Administrative Officer

A. Recommendation

THAT Council receive Report CAO.08.13 entitled "Fire Service Automatic Aid Agreement with Collingwood" and,

THAT Council authorize the Mayor and Clerk to sign this Automatic Aid Agreement on behalf of the Town of The Blue Mountains.

B. Background

Our Fire Services is entering a new phase in its history where, at least temporarily, we are having some difficulty with recruiting and retaining Volunteer Firefighters. In response to the current shortage of Volunteer Firefighters, I approached the Town of Collingwood, through their CAO, requesting that they enter into an Automatic Aid Agreement with The Blue Mountains for the purposes of providing First Response Fire Protection Services to The Blue Mountains in the Craigleith area. Both parties view this Agreement to be temporary in nature. It is understood that it will remain in place until such time as The Blue Mountains Fire Services is adequately staffed. The Agreement may be terminated by either party at any time. This Notice of Termination will be required in writing and shall be considered in effect three days after the delivery of the notice.

We truly appreciate Collingwood's support during this time of need in The Blue Mountains. This speaks well of the very positive working relationship that we enjoy with Collingwood.

This Agreement has been reviewed by Fire Services and our Solicitor. As your Chief Administrative Officer, I recommend that Council authorize the Mayor and Clerk to sign this Automatic Aid Agreement with Collingwood.

C. The Blue Mountains' Strategic Plan

The Strategic Goal entitled "Addressing the Town's Municipal Infrastructure Needs" includes Action 7 which reads "Develop a Long Range Plan for Emergency Facilities and Services".

This Long Range Plan for emergency facilities and services is well advanced and the Plan will be going to the public for their input in the near future. The implementation of this Automatic Aid Agreement is an interim step leading to the implementation of a far more comprehensive Plan.

D. Environmental Impact

None

E. Budget Impact

Each of the three years in our Three-Year Operating Budget has significant funds placed in a reserve for future Fire Services initiatives. In the 2008 Budget, \$160,000 was contributed to that reserve. Any costs paid to the Town of Collingwood arising from the uses of this Automatic Aid Agreement will be financed from that reserve.

F. Attached

1. Automatic Aid Agreement with the Town of Collingwood

Respectfully submitted,

J.P. (Paul) Graham, P. Eng
Chief Administrative Officer

For more information, please contact
Paul Graham
pgraham@thebluemountains.ca
519-599-3131 ext. 234

AUTOMATIC AID AGREEMENT

THIS AGREEMENT made this day of October, 2008.

BETWEEN

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS (herein called THE BLUE MOUNTAINS)

AND

THE CORPORATION OF THE TOWN OF COLLINGWOOD (herein called COLLINGWOOD)

WHEREAS By-laws have been duly enacted by the parties pursuant to the provisions of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to authorize this agreement between the parties; and

WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties, as follows:

1. In this agreement, including the recitals
 - (a) **designate** means a person who in the absence of the fire chief has the same powers and authority as the fire chief.
 - (b) **fire area** means the fire area(s) of the parties as described in this agreement.
 - (c) **fire chief** means the chief of the fire department or designate.
 - (d) **fire department** means the "Collingwood Fire Department" and/or the "The Blue Mountains Fire Department" as the context requires.
 - (e) **fire protection services** means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as: "includes fire suppression, rescue and emergency services ". For the purposes of this agreement, these services are to be provided for reported structure fires within the defined area.
 - (f) **parties** means The Blue Mountains and Collingwood.
2. Collingwood will supply, under the conditions listed below, first response fire protection services to The Blue Mountains when requested by The Blue Mountains. This response will consist of one pumper apparatus with a full crew.
3. This agreement shall be limited to fire protection services provided within the fire areas defined in Schedule B attached to and forming part of this agreement.
4. Fire Protection services provided by the Town of Collingwood to the Town of the Blue Mountains under this agreement shall be billable, in accordance with the fees outlined in Schedule C attached to and forming part of this agreement.
5. Should the fire chief require additional fire protection services, or believe additional fire protection services may be required, by way of personnel, apparatus, or equipment, in addition to that provided by this agreement, the fire chief may invoke the applicable provisions of

the Collingwood / Blue Mountains Fire Protection Agreement and/or Grey / Simcoe Counties Mutual Aid Plans.

6. Notwithstanding Section 2 above, the fire chief may refuse to supply the requested fire protection services to occurrences if such response personnel, apparatus or equipment are required in the fire chief's own municipality or elsewhere, under the provisions of a County Mutual Aid Plan. Similarly, a fire chief may order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief may summon assistance in accordance with the provisions of the fire protection or mutual aid agreements referred to in Section 5 above.
7. The parties warrant that by-law(s) have been enacted authorizing the execution of this agreement and the activities and responsibilities of the fire chiefs under this agreement.
8. Activities carried out by either fire department while assisting the other shall be carried out in accordance with Standard Operating Guidelines as listed in Schedule "A" attached to and forming part of this agreement.
9. Notwithstanding anything herein contained, no liability shall attach or accrue to either party for failing to supply to the said municipality on any occasion, or occasions, any of the fire protection services provided for in this agreement.
10. No liability shall attach or accrue to either party by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of fire protection services in the fire area.
11. So often as there may be any dispute between the parties to this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitrations Act or any successor legislation and the decision rendered by such arbitrator in respect of such proceedings shall be final and binding upon the parties. .
12. In the event that any covenant, provision or term of this agreement should at any time be held by any competent court or tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
13. This agreement may be terminated by either party at any time.
14. Any notice required by this agreement shall be in writing and shall be considered given or made on the day of delivery if delivered before 4:30pm by facsimile or by personal delivery upon the respective fire chief of the parties, or three (3) business days after the date of delivery if sent by prepaid registered mail upon the parties addressed as follows

Town of The Blue Mountains Fire Department

Address 496916 Grey Rd # 2, Box 548
Thornbury, Ontario
N0H 2P0 Facsimile (519) 599-2556

Attention: The Fire Chief

Town of Collingwood Fire Department

Address 97 Hurontario St.
Collingwood, Ontario
L9Y 3Z5

Facsimile (705)-445-7361

Attention: The Fire Chief

***IN WITNESS WHEREOF the parties hereto have affixed their Corporate
Seals attested by the hands of their proper officers.***

**Corporation of the
TOWN OF THE BLUE MOUNTAINS**

**Corporation of the
TOWN OF COLLINGWOOD**

**Mayor
Ellen Anderson**

**Mayor
Christopher J. Carrier**

**Clerk
Stephen Keast**

**Clerk
Sara Almas**

SCHEDULE "A" Operating guidelines

Specified operating guidelines

SCHEDULE "B" SPECIFIED PROTECTION AREA

Map-Attached

SCHEDULE "C" PRESCRIBED FEES

Fee Schedule

Schedule "A"
Operating Guidelines

Incident Command and Accountability
SOG 1301
SOG 1302

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|---|---|
| TOWN OF THE BLUE MOUNTAINS FIRE DEPARTMENT | |
| TOWN OF COLLINGWOOD FIRE DEPARTMENT | |
| SOG # 1301 | |
| OPERATIONAL GUIDELINES | SECTION : Operational Guideline SUBJECT: Incident Command and Accountability– Blue Mountains /Collingwood Fire Protection Agreement DATE REVISED: Oct. 2006 Pg. 1 of 1 |

RESPONSE: To establish guidelines for sectoring of resources during emergency assistance calls, through the Blue Mountains / Collingwood Fire Protection Agreement.

SCOPE: These guidelines are to be followed by all members of the department.

GUIDELINE: The host fire department (the department requesting assistance under the agreement) will establish a suitable fire ground Incident Management Structure, including an appropriate Accountability system.

Responding fire crews will be sectored within the IMS as per SOG 1302. Responding fire Officers will be responsible for the members of their crew, within the structure of the host department's Accountability System.

NOTES:

APPROVED:
Fire Chief

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|---|--|-------------------|
| TOWN OF THE BLUE MOUNTAINS FIRE DEPARTMENT TOWN OF COLLINGWOOD FIRE DEPARTMENT | | SOG # 1302 |
| OPERATIONAL GUIDELINES | SECTION : Operational Guideline SUBJECT: Incident Command – Blue Mountains /Collingwood Fire Protection Agreement DATE REVISED: Oct. 2006 | |
| | Pg. 1 of 1 | |

RESPONSE: To establish guidelines for sectoring of resources during emergency assistance calls, through the Blue Mountains / Collingwood Fire Protection Agreement.

SCOPE: These guidelines are to be followed by all members of the department.

GUIDELINE: Apparatus responding to a call for assistance through the Blue Mountains / Collingwood FPA will respond with an officer and a full crew of firefighters.

Responding apparatus will only be operated by the crew responding with the apparatus.

Whenever possible, the responding apparatus will be sectored within the fire ground Incident Command System and under the direct command of the officer responding with the apparatus.

NOTES:

APPROVED:
Fire Chief

Schedule “B”

Specified Coverage area:

Includes area along the Collingwood / Blue Mountains town line, including areas below the Niagara Escarpment only.

The area is defined by the grey-shaded areas of the attached map, entitled “Blue Mountains / Collingwood Automatic Aid Coverage Area”.

Schedule "C"

Fee Schedule:

Responding Pumper w/ crew - \$350.00 / hour

Staff re-call for backfill - \$500.00