The Corporation of the Town of South Bruce Peninsula

By-Law Number 34-2016

Being a By-Law to Authorize the Mayor and Clerk to Sign an Agreement for Fire Protection Services with the Township of Georgian Bluffs

Whereas Section 2.(6) of the Fire Protection and Prevention Act, S.O. 1997 as may be amended from time to time authorizes a municipality to enter into automatic aid agreements to provide or receive the initial or supplemental response to fires, rescues and emergencies; fire protection services;

And whereas the Corporation of the Town of South Bruce Peninsula is desirous of making an agreement for the provision of fire services to an area in the Township of Georgian Bluffs.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign an agreement with the Township of Georgian Bluffs for the provision of fire protection services.

2. That the agreement shall be attached hereto and form a part of this by-law.

Read a first and second time this 3rd day of May, 2016.

Mayor

Clerk

Read a third time and finally passed this 3rd day of May, 2016.

Mayor

Clerk
Agreement

Between

The Corporation of the Town of South Bruce Peninsula,
Hereinafter referred to as “South Bruce Peninsula”

And

The Corporation of the Township of Georgian Bluffs,
Hereinafter referred to as “Georgian Bluffs”

Whereas Section 2.(6) of the Fire Protection and Prevention Act, S.O. 1997 as may be amended from time to time authorizes a municipality to enter into automatic aid agreements to provide or receive the initial or supplemental response to fires, rescues and emergencies; fire protection services;

And whereas South Bruce Peninsula operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within South Bruce Peninsula;

And whereas South Bruce Peninsula is prepared to make available fire protection services to Georgian Bluffs;

And whereas Georgian Bluffs is agreeable and request that South Bruce Peninsula provides fire protection services to a defined area of Georgian Bluffs.

Now therefore the parties to this agreement covenant and agree as follows:

1. Definitions

1.1 In this agreement, unless the context otherwise requires, the definitions in Section 1 shall apply.

1.2 Designate means a person who in the absence of the Fire Chief has the same power and authority as the Fire Chief.

1.3 Fire Area means and is limited to the area of the Township of Georgian Bluffs defined in Schedule A attached to and forming part of this agreement.

1.4 Fire Chief means the Chief of the Fire Department.

1.5 Fire Department means the Town of South Bruce Peninsula Fire Department.

1.6 Fire Protection Services means and is limited to the automatic aid activities defined in this agreement.

1.7 Inter Township Fire Department means an organization not under the ownership,
care or control of the Town of South Bruce Peninsula which provides services to the Township of Georgian Bluffs

2. **Fire Protection Services**

2.1 South Bruce Peninsula will supply fire protection services to all the properties and residents situated within the fire area subject to the limitations and inclusions contained herein.

2.2 Fire protection services which will be provided by South Bruce Peninsula to Georgian Bluffs shall be:

2.2.1 Fire suppression

2.2.2 Fire rescue

2.2.3 Fire Department communications

2.2.4 Motor vehicle collision

2.2.5 Rescue/extrication

2.2.6 First Aid

2.2.7 Defibrillation

2.2.8 Hazardous materials response (awareness level only)

2.2.9 Shore based water rescue

2.3 Fire protection services to those properties accessed via private roads, private lanes or private driveways may be limited by the condition of such road, lane or driveway. Response times may vary or be impossible due to the condition of the private road, private laneway or private driveway. The decision of the Fire Chief or designate as to the suitability of these access roads is in each case final.

2.4 The parties agree that the supply of fire protection services does not include any fire protection services to White Cloud Island, Griffith Island or to any other island except to the extent that automatic aid as may be needed shall be provided at the Big Bay Dock or other closest reasonable drop off point to assist with medical transport or similar assistance.

3. **Response Protocol**

3.1 The fire apparatus and personnel of the Fire Department will respond in accordance with this agreement to requests for fire protection services in the fire area in a like manner as if the response were in the Town of South Bruce Peninsula.
3.2 The initial response shall be limited to one hour.

3.3 If the occurrence is deemed by the Fire Chief or designate to exceed more than one hour, the Fire Department shall summon the Inter Township Fire Department to respond to take over the occurrence.

3.4 Upon the arrival of the Inter Township Fire Department personnel on the scene of the occurrence, a determination will be made by the Inter Township Fire Department's commanding officer and the Fire Department's commanding officer whether apparatus and personnel of the Fire Department are to remain at the scene of the occurrence.

3.5 In the event it is determined that the Fire Department will remain at the scene of the occurrence they shall do so under the same financial considerations as provided herein.

3.6 Should the Fire Chief or designate require assistance or believe assistance may be required by way of additional personnel, apparatus or equipment to an occurrence in the fire area, such assistance may be summoned but the Fire Chief or designate shall wherever possible make the first call for assistance to the Inter Township Fire Department.

3.7 The Fire Chief or designate may refuse to supply responses if response personnel, apparatus and/or equipment are required in the Town of South Bruce Peninsula or elsewhere under the provisions of the Bruce County Emergency Fire Service Plan and Program.

3.8 The Fire Chief or designate may order the return of such personnel, apparatus and/or equipment that is responding to or is at the scene of an occurrence in the fire area. In such cases the Fire Chief or designate may summon assistance in accordance with Section 3.6.

3.9 The following responses shall be reported to the Inter Township Fire Department as soon as practical:

3.9.1 All reported structure fires.

3.9.2 All reported water/ice rescue calls.

3.9.3 All reported high angle rescue calls.

3.9.4 Any other responses that in the opinion of the officer in charge may exceed one hour in duration.

4. Unsafe Condition
4.1 If at any time during the term of this agreement South Bruce Peninsula notifies Georgian Bluffs of an unsafe condition in the fire area which would prevent the Fire Department from responding as required herein, or which would endanger unreasonably the firefighters or firefighting equipment of South Bruce Peninsula, the Fire Chief or designate may notify Georgian Bluffs of the same and Georgian Bluffs shall take all legal steps to correct the same.

4.2 If Georgian Bluffs fails to comply with the provisions in Section 4.1, South Bruce Peninsula may refuse to respond to calls for assistance to the location of the unsafe condition.

4.3 The decision of the Fire Chief or designate in this regard is final and will not be questioned by Georgian Bluffs.

5. Decision of Fire Chief or Designate

5.1 The decision of the Fire Chief or designate pursuant to the provisions contained herein shall in each case be final and not open to question by Georgian Bluffs.

5.2 If any claims against South Bruce Peninsula result from any decision of the Fire Chief or designate, Georgian Bluffs will indemnify and save harmless South Bruce Peninsula from all damages and costs provided the said decision of the Fire Chief or designate was made in accordance with and complies with the provisions of this agreement.

6. Charge for the Provision of Fire Protection Services

6.1.1 South Bruce Peninsula will in January of each calendar year, calculate the percentage of call volume within the fire area as compared to the total calls of the Fire Department based upon the previous five (years).

6.1.2 The call volume as a percentage will be used to calculate the annual amount that Georgian Bluffs will pay South Bruce Peninsula.

6.1.3 The payment calculation will be based upon the previous five year cost actuals of the Fire Department, excluding depreciation.

6.1.4 Attached hereto as Schedule B shall be the calculation to be used in the first year of this agreement.

6.2.1 Notwithstanding Section 6.1.1, Section 6.1.2 and Section 6.1.3 above, Georgian Bluffs will also be charged a "non-resident premium" on all fire protection services.

6.2.2 The non-resident premium will be established by South Bruce Peninsula, at their sole discretion and may be subject to change from time to time.

6.3 South Bruce Peninsula will invoice Georgian Bluffs on a monthly basis.
6.4 Non-payment of any invoice by the due date as established by South Bruce Peninsula shall be subject to penalty and/or interest charges.

6.5 Georgian Bluffs will not withhold payment to South Bruce Peninsula.

6.6 All fees and charges will be adjusted from time to time by South Bruce Peninsula and calculated by South Bruce Peninsula.

6.7.1 The term for payment for all invoices issued by South Bruce Peninsula to Georgian Bluffs shall be net 30 (thirty) days.

6.7.2 Any amount outstanding after 30 (thirty) days shall accumulate and accrue penalty and interest at a rate as established by South Bruce Peninsula.

6.8 The failure by Georgian Bluffs to pay the amounts required by this agreement will entitle South Bruce Peninsula to terminate this agreement.

7. Term

7.1 This agreement shall remain in full force and effect for a period not to exceed 5 (five) years from the date of final execution by all parties hereto.

7.2 Provided that notice is given one party to the other a minimum of 180 (one hundred eighty) days prior to the termination of this agreement, the parties hereto may mutually consent to a further 5 (five) year extension to the agreement on the same terms as provided herein.

7.3 Prior to the expiration of the agreement, either party may provide written notice of termination at least 180 (one hundred eighty) days prior to the desired date of termination.

7.4 This agreement may be amended at any time by the mutual consent of the parties. The party desiring the amendment(s) shall give the other party a minimum of thirty (30) days written notice of the proposed amendment(s).

8. Disagreement, Dispute and Arbitration

8.1 In the event of any disagreement between the parties with regard to the provisions in this agreement, the parties hereto will make every effort to come to a mutually agreed upon decision.

8.2.1 Where a disagreement cannot be settled between the parties within sixty (60) days of the commencement of the dispute, either party shall in writing one party to the other request that the dispute be resolved through arbitration by a single arbitrator chosen by Georgian Bluffs and South Bruce Peninsula.
8.2.2 If South Bruce Peninsula and Georgian Bluffs cannot agree upon the arbitrator within ten (10) days after the written request for arbitration by either party to the other, either party may apply to a judge of the Superior County of Justice (Ontario) for the appointment of an arbitrator in accordance with the provisions of the *Arbitrations Act, 1991 (Ontario)* S.O. 1991, c.17 or similar legislation then in force (the “Arbitrations Act”).

8.2.3 The provisions of the *Arbitrations Act* shall govern the arbitration and the decision of the arbitrator shall be final and binding upon the parties.

8.2.4 The parties agree that any request for arbitration must be made good faith and on reasonable grounds and such request for arbitration is not to be used for the purpose of delay by either party.

9. **Fire Area Boundary Adjustment**

9.1.1 Georgian Bluffs shall at all times while this agreement is in effect and otherwise be solely responsible to the extent required by law for compliance with Subsections 2(1)(a) and (2)(a) of the Fire Protection and Prevention Act, 1997 of Ontario.

9.1.2 Without limiting the foregoing Georgian Bluffs shall be solely responsible for notifying in the manner and to the extend deemed necessary in law, residents and occupants of the fire area, of procedures for reporting an emergency and of the services provided by the Fire Department.

9.1.3 Should the parties agree that boundary changes to the fire area are required, notification to the affected residents and occupants of such changes including financial or otherwise shall be the sole responsibility of Georgian Bluffs.

9.1.4 No changes to the fire area shall come into effect until the changed fire area is mutually agreed upon by both parties and approved by resolution of the Councils of each party.

10. **Liability**

10.1 Notwithstanding anything herein contained, no liability shall attach or accrue to South Bruce Peninsula for failing to supply Georgian Bluffs on any occasion, or occasions any of the fire protection services provided for in this agreement and subject to the following provisions:

10.1.1 Where the failure to provide the fire protection services arises as a result of the Fire Department being unable to respond or continue to respond due to being engaged elsewhere in accordance with their obligations to the residents of the Town of South Bruce Peninsula or the County of Bruce.

10.1.2 Where the failure to provide the fire protection services is due to an act of God, a strike or a riot.
10.1.3 Where the failure to provide the fire protection service is due to a decision by the Fire Chief or designate as outlined in Section 4 hereof.

10.2.1 Each party to this agreement agrees each with the other that it is solely responsible for its own actions or its own inactions in complying with any of the terms of this agreement.

10.2.2 Each party will take the necessary steps to inform its liability insurer of this agreement in order to ensure that its respective insurer will provide coverage to it for any liabilities arising from this agreement for which it is found to be responsible.

11. Severability

11.1 In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal 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.

12. Notice

12.1 Any notice required hereunder shall be delivered or mailed as follows and shall be deemed received upon personal delivery or 5 (five) days after mailing.

Town of South Bruce Peninsula
Attention Clerk
315 George Street, PO Box 310
Wiarton ON N0H 2T0

Township of Georgian Bluffs
Attention CAO or Clerk
177964 Grey Rd 18, RR 3
Owen Sound ON N4K 5N5
The parties hereto have set their hands and corporate seals as attested to by their duly authorized officers on their behalf.

The Corporation of the Town of South Bruce Peninsula

______________________________  __________________________
Mayor                                            Date

______________________________  __________________________
Clerk                                            Date

We have the authority to bind the Corporation.

The Corporation of the Township of Georgian Bluffs

______________________________  __________________________
Mayor                                            Date

______________________________  __________________________
Clerk                                            Date

We have the authority to bind the Corporation.
Schedule A
Map Showing Geographic Area Subject to Automatic Aid
Schedule B

Analysis of Georgian Bluffs Share of Wiarton Call Volume-Year One (2016)

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Calls</th>
<th>Calls In GB</th>
<th>% Calls</th>
<th>Actual Costs</th>
<th>GB Revenue</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>238</td>
<td>13</td>
<td>5.46%</td>
<td>$1,105,946</td>
<td>$38,792</td>
<td>3.51%</td>
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<tr>
<td>2012</td>
<td>254</td>
<td>15</td>
<td>5.91%</td>
<td>$829,938</td>
<td>$32,537</td>
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<tr>
<td>2013</td>
<td>272</td>
<td>28</td>
<td>10.29%</td>
<td>$811,639</td>
<td>$43,474</td>
<td>5.36%</td>
</tr>
<tr>
<td>2014</td>
<td>273</td>
<td>12</td>
<td>4.40%</td>
<td>$790,425</td>
<td>$27,776</td>
<td>3.51%</td>
</tr>
<tr>
<td>2015</td>
<td>332</td>
<td>21</td>
<td>6.33%</td>
<td>$800,312</td>
<td>$37,372</td>
<td>4.67%</td>
</tr>
</tbody>
</table>

Five Year Average: 273.80 17.80 6.48% $867,652 $35,990 4.19%

Average Cost Per Call: $3,168.93

Georgian Bluffs Share: $56,406.89

Non Resident Premium: 25%

Total Recoverable From GB: $70,509

The annual 2016 cost will be pro-rated based on the effective date of both parties signing, estimated to be May, 2016.