

Clause embodied in Report No. 6 of the Community Services Committee, as adopted by the Council of the City of Toronto at its meeting held on June 18, 19 and 20, 2002.

3**Fire Protection Services Agreements with
Greater Toronto Area Fire Departments and the
Greater Toronto Airport Authority**

(City Council on June 18, 19 and 20, 2002, adopted this Clause, without amendment.)

The Community Services Committee recommends the adoption of the following joint report (May 14, 2002) from the Commissioner of Works and Emergency Services and the Fire Chief:

Purpose:

The purpose of this report is to seek Council approval of Fire Protection Services Agreements which may be entered into with neighbouring municipalities and with the Greater Toronto Airport Authority to provide for aid during emergencies.

Financial Implications and Impact Statement:

Fire Protection Services Agreements provide for payment of services provided to the City of Toronto and for the City's recovery of costs when assistance is provided.

In all cases, the assisting Fire Department can charge the requesting Fire Department a fee for emergency assistance provided to it based on the Ontario Ministry of Transportation's fee scale for the provision of municipal fire department services on the King's Highways, as may be amended from time to time. As of the date of this report, the Ministry's fee scale is \$350.00 for first hour or part thereof per piece of equipment and \$175.00 for each additional half hour or part thereof per piece of equipment. In the case of the agreement between the City and the Greater Toronto Airport Authority, in addition to this fee for emergency assistance, any and all costs for emergency assistance will be paid by the requesting Fire Department. Specifics of this additional cost is set out in Response Cost Considerations.

The Chief Financial Officer and Treasurer has reviewed the report and concurs with the recommendations.

Recommendations:

It is recommended that:

- (1) the Chief Administrative Officer be authorized to enter into an agreement with any local or regional municipality within the Greater Toronto Area and with the Greater Toronto Airport Authority for the reciprocal provision of fire protection services in the event of an emergency;

- (2) the agreement referred to in Recommendation No. (1) shall contain terms and conditions substantially as set out in this report and otherwise contain terms and conditions in the interests of the City satisfactory to the Commissioner and the Fire Chief and be in a form satisfactory to the City Solicitor; and
- (3) the appropriate City officials be authorized and directed to take the necessary action to give effect thereto and to take any action required to be taken thereunder.

Council Background:

Historically, the former municipalities of Scarborough, North York and Etobicoke had informal mutual aid programs with neighbouring fire departments on their outlying borders. In addition, prior to amalgamation, the former municipal fire departments of East York, Etobicoke, North York, Scarborough, York, and Toronto were participants in the Metropolitan Toronto Emergency Fire Service Plan. The aim of this plan was to provide a means of marshalling maximum resources for the protection of life and property.

Under the former plan, if a Fire Chief considered his resources inadequate for the proper management and control of an incident, he could request additional resources from the neighbouring municipalities. Equipment and firefighters could, under the direction of the fire co-ordinator, cross municipal boundaries to assist at a major incident.

Comments:

With the creation of the new City of Toronto, the need for such a plan was removed as the resources were brought together under one department. In the new City, the responsibilities and challenges of Fire Services have continued to expand. It is the ongoing re-evaluation of these responsibilities and challenges that will ensure the best possible protection with the resources available. One avenue to achieve this is through fire protection services agreements.

Fire protection services agreements are permitted under subsection 2(5) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4. Subsection 2(5) provides that a municipality may, under such conditions as may be specified in the agreement, enter into an agreement to provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality and receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality. Subsection 1(1) of the Fire Protection and Prevention Act defines "fire protection services" as including fire suppression, fire prevention, fire safety education, communication, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services.

Toronto Fire Services and the Fire Departments of the bordering municipalities of Pickering, Mississauga, Vaughan, Brampton and Markham and the Fire Department of the Greater Toronto Airport Authority, which is responsible for Lester B. Pearson International Airport, each want to increase the level of fire protection available to persons, lands and premises within their respective territorial jurisdictions in the event of an emergency. An emergency would be considered an actual or potential condition or situation within the territorial limits of the

requesting Fire Department that, in the opinion of its Fire Chief, poses an immediate and serious threat to life or property or to public health or safety and, in order to remove or reduce or otherwise remedy the condition or situation or to bring it under control successfully, requires resources that exceed the existing resources or capability of the requesting Fire Department. Assistance would take the form of fire suppression, rescue or emergency services and would include assistance on hazardous materials incidents.

Fire protection services agreements will provide additional resources and protection during extraordinary events, i.e., emergencies, that could exceed the normal operating capabilities of the Fire Department. The sooner a situation is stabilized, the sooner the recovery phase can begin. With the agreements in place, preplanning and co-ordination of available fire resources, responders with the proper amount of resources could react more effectively. Lives could be saved, property losses could be reduced, and economic functions could resume faster if an effective and co-ordinated response could be mounted against a man-made or natural disaster.

Large amounts of equipment and many trained people are required to respond to a disaster when it happens, and while it is not economically viable to purchase unlimited amounts of equipment and have unlimited staff in place for every eventuality, having such agreements in place does help to bridge the gap should disaster strike.

Response Cost Considerations:

In the case of the agreement between the City and the Greater Toronto Airport Authority only, the requesting Fire Department will be responsible to pay for any and all actual costs incurred for the emergency assistance or by the assisting Fire Department in providing the emergency assistance. Due to the fact the Greater Toronto Airport Authority is not a municipality the following applies to its Fire Department. Such costs will include wages, salaries, and expenses incurred in providing the emergency assistance and, if the circumstances of the emergency assistance require it, expenses associated with providing the assisting Fire Department's employees' food, lodging and accommodation while performing emergency assistance, provided that such expenses are reasonable in the circumstances relative to the need for emergency assistance, but will exclude employment benefits. The requesting Fire Department will also be responsible for all actual operating costs for all services, equipment, machinery or material furnished or used while emergency assistance was being performed, including, but not limited to, costs of fuel, repairs, parts and any and all other items directly attributable to the operation of equipment and machinery, services and material furnished or used for the purpose of providing emergency assistance to the requesting Fire Department. The requesting Fire Department shall be responsible for the cost of replacing equipment or material used by the assisting Fire Department in providing emergency assistance where such is damaged beyond reasonable repair or is lost as a result of or due to an act or omission of the requesting Fire Department or any one for which it is responsible in law.

Under the proposed agreements, no liability will accrue to the assisting Fire Department/party for refusing to provide emergency assistance to the requesting Fire Department/party or, if a request to provide emergency assistance is accepted, for neglecting or failing to provide emergency assistance, or for not providing emergency assistance in a timely manner or, if emergency assistance is provided, for any decisions made with respect to the nature, type, scope, response

time and amount of emergency assistance provided or to be provided or for compliance or noncompliance with any tactical or strategic direction issued by the fire chief of the requesting Fire Department or for withdrawing, discontinuing, suspending or ceasing emergency assistance, in whole or in part, or for suggesting alternatives to the emergency assistance requested.

Under the proposed agreements, the requesting Fire Department/party will be liable for and shall defend, indemnify and hold harmless the assisting Fire Department/party from and against all claims, defence costs, settlement costs, all manner of action or actions, cause and causes of action, duties, dues, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of the performance of any emergency assistance provided or to be provided, except to the extent that same is caused or contributed to by the gross negligence or willful misconduct of the assisting Fire Department or any person for which it is responsible in law in providing emergency assistance and relates to damages, losses or injuries (including injuries resulting in deaths) suffered or sustained by third parties.

If any such fire protection services agreement conflicts with any agreement entered into by Toronto or another municipality made under subsection 13(3) of the Emergency Plans Act, R.S.O. 1990, c. E.9, the agreement made under that Act will prevail. Subsection 13(3) provides for the provision from one municipality to another of any personnel, service, equipment or material of any kind (not just fire protection services) during an emergency that is a situation or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property.

Either party to the agreement may, for any reason or for no reason at all, terminate the agreement upon thirty (30) days' prior written notice to the other party. This report on fire protection services agreements has been reviewed by City Legal Services.

Conclusions:

Through the course of any normal day, Fire Services personnel will respond to structure fires, hazardous materials calls, vehicle and industrial accidents, medical calls and numerous other types of emergencies. During these responses, remaining apparatus can be moved around to provide the best coverage with the available resources. As the number of apparatus dispatched increases, the number of available apparatus to cover decreases.

During a major emergency or disaster, Fire Services will respond with all the appropriate resources. This rapid depletion of fire resources creates serious problems for both the incident commanders at the scene and for the remainder of the City who still require fire services. Through the implementation of the agreements, the City of Toronto will be able to address several key issues that must be considered during a major emergency:

- (1) availability of resources should the size and scope of the emergency exceed the current resources of Toronto Fire Services;
- (2) availability of resources to maintain the fire protection of the remaining parts of the City not immediately affected by the emergency; and
- (3) where to draw resources from for longer-term emergencies.

It is essential for the protection of life and property of the City of Toronto and our neighbouring communities, to establish Fire Protection Services Agreements, to ensure an effective and co-ordinated response to large-scale emergencies as a result of either natural or man-made causes. Authorizing the Chief Administrative Officer to enter into such agreements in a form satisfactory to the City Solicitor will enable these agreements to be dealt with administratively in future.

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