

FIRE SERVICES AUTOMATIC AID AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2023,

BETWEEN:

THE CORPORATION OF THE CITY OF BURLINGTON
(the "Corporation") hereinafter called "The Burlington Fire
Department" or "BFD".

AND:

THE CITY OF HAMILTON (the "City")
hereinafter called "The Hamilton Fire Department" or "HFD".

WHEREAS this agreement shall rescind "The Automatic Aid / Reciprocal / Mutual Aid Agreement" dated March 17, 2003, between the City of Burlington Fire Department and the City of Hamilton Fire Department.

WHEREAS Section 20(1) of the *Municipal Act*, SO 2001, c.25 (hereinafter called the "**Municipal Act**") provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have power to provide within their own boundaries;

AND WHEREAS Section 2 (6) of the *Fire Protection and Prevention Act*, S.O. 1997, Chapter 4 (hereinafter called the "**FPPA**") authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined under Section 1 (4) of the Act to provide or receive the initial or supplemental response to fire, rescues and emergencies;

AND WHEREAS The City of Burlington through its Fire Department Establishing, and Regulating By-law has delegated the authority to the Fire Chief to enter into agreements that have the potential to benefit the community;

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations herein contained, the Council of the City of Burlington through its designate and the Council of the City of Hamilton mutually agree as follows:

INTRODUCTION

This Fire Services Automatic Aid Agreement (hereinafter called the “Agreement”) is intended to provide limited fire protection services effectively, efficiently, and safely through a cooperative and flexible approach to the residents of both municipalities. Ultimately, the purpose of this agreement is to improve the level of public safety to both municipalities.

DEFINITIONS – In this Agreement;

“**Agreement**” means this Agreement and the attached Schedules, as amended from time to time;

“**Assisting Municipality**” means the city or region providing aid or Routine or Emergency Assistance under this Agreement;

“**Automatic Aid**” – means a program designed to provide/receive assistance from the closest available fire department on a day-to- day basis.

Council – means the duly elected members of the council of each municipality that is a party to this Agreement.

Defined Services - means the agreed emergency response from either agency to confirmed or unconfirmed structure fires, or any emergency incident that requires additional support and response.

“**Emergency**” means situation or an impending situation,

- (i) caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life, health, property or the environment; or
- (ii) a demand for Fire Services that,
 - (I) exceeds the existing capacity of a party; or
 - (II) arises were the Fire service resources of a party have been exhausted or depleted;

“**Fire**” includes a blaze, spontaneous combustion, natural or manmade conflagration, gas or chemical leakage or an explosion, and any other incident or situation to which a fire department would normally respond;

“**Fire Chief**” – means the one person appointed as fire chief by by-law for each respective municipality.

“**Fire Department**” – means the fire department of each municipality participating in this Agreement.

“Fire Protection Services” – means the entire range of services provided by a fire department and includes emergency response, training, fire prevention, and administrative support services.

“Incident Command” – means a common system employed by the fire service in Ontario to manage fires or other emergencies in order to safely, efficiently and effectively mitigate an incident.

“Initial Arriving Officer” – means the individual in charge of the initially arriving fire department apparatus who serves as a supervisor within the meaning of the Occupational Health and Safety Act.

“Major Fire or Emergency” – means a situation that constitutes a danger of major proportions to life or property and that may cause the Declaration of an Emergency under the Emergency Management and Civil Protection Act, or any fire services Mutual Aid Plan.

AGREEMENT PROVISIONS

1. The City of Burlington (Burlington Fire Department) may assist in providing fire suppression services to geographic portions of the City of Hamilton as described in Appendix “A” (Service Areas) attached hereto under the provisions of this Agreement.
2. Similarly, the City of Hamilton (Hamilton Fire Department) may assist in providing fire suppression services to geographic portions of the City of Burlington as described in Appendix “A” (Service Areas) attached hereto under the provisions of this Agreement.
3. This Agreement is for the provision of Defined Services and does not provide for the response to any other type of emergency.
4. Upon receipt of an incident which constitutes a Defined Service within the meaning of this Agreement, and immediately following the dispatch of the fire apparatus, the Fire Department having jurisdiction over the property, will - through its communications service provider - immediately notify the communications service provider of the other Fire Department to request an Automatic Aid response to the service area (**see Appendix A**). Each Fire Department will respond to the incident in accordance with the provisions of their joint operational procedures which may be updated as necessary from time to time as mutually agreed to by the Fire Chiefs of each respective municipality.

5. Both Fire Departments will respond to incidents (Defined Service) within the service area in a simultaneous manner and upon the arrival of the first apparatus, the initial arriving officer will establish "Incident Command" in accordance with established practices.
6. Each Fire Department is responsible for providing all other fire protection services to the areas of their respective municipalities (i.e. – inspection services, responses to medical incidents, automobile collisions etc.).
7. Each municipality recognizes that its Fire Department obligations are to its own ratepayers firstly, the Regional Mutual Aid Plan secondly, and this Agreement thirdly, and that this Agreement is subject to these overriding obligations.
8. Each municipality will indemnify and save harmless the other, including its officers and staff from any claim suffered or costs incurred as a result of fulfilling or attempting to fulfil its obligations under this Agreement except for those which are as a result of deliberate acts or negligence for which it/they are responsible for at law.
9. This Agreement shall continue from year to year until terminated or amended.
10. Either party may amend this Agreement by giving to the other 90 days written notice at any time to a duly authorized representative of either party to this agreement.
11. In this Agreement nothing gives rise to an employment relationship between the parties in respect of either party's participation or contribution to this Agreement. The parties hereto expressly acknowledge that they are independent, and any agency, partnership or employer – employee relationship is not intended or created by this Agreement.

INSURANCE

1. During the term of this Agreement, each Party shall obtain and maintain in full force and effect, **Commercial General Liability Insurance** issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:
 - i. Have inclusive limits of not less than Ten Million Dollars (\$10,000,000) for injury, loss or damage resulting from any one occurrence;
 - ii. Contain a cross-liability clause endorsement and severability of interests clause endorsement of standard wording;
 - iii. Name the other Party as an additional insured with respect to any claim

- arising out of the assisted municipality's obligations under this Agreement or the assisting municipality's provision of personnel, services, equipment or material pursuant to this Agreement; and
- iv. Include a Non-Owned Automobile endorsement of not less than Ten Million Dollars (\$10,000,000).
2. During the term of this Agreement, each Party shall obtain and maintain in full force and effect, **automobile liability insurance** of not less than Ten Million Dollars (\$10,000,000.00) for injury, loss or damage resulting from any one occurrence and **pollution liability insurance** of not less than Five Million Dollars (\$5,000,000).
 3. Upon request of the other Party, provide proof of insurance if so required in a form satisfactory to the other Party.

INDEMNIFICATION AND LIABILITY

Except as otherwise provided herein, each Party shall indemnify, save and hold harmless the other Party, the directors, officers, employees and agents of the other Party from all liabilities, damages, losses, claims, suits, judgments, costs, and expenses, including reasonable attorneys' fees and expenses, directly or indirectly, incurred by the other Party as the result of any third party claims that arise out of or in connection with the performance or failure of performance of the indemnifying Party's obligations hereunder, or any personnel, equipment, tools, materials or supplies received from or given, supplied or provided by the indemnifying Party pursuant to this Agreement.

Each Party waives and hereby releases all claims against the other Party for compensation for any loss or damage to persons or property, including personal injury, or death, occurring as a consequence of the performance of this Agreement by the other Party, or the provision of any personnel, equipment, tools, materials or supplies given, supplied or provided by the other Party in response to a request for assistance.

Notwithstanding anything herein contained, no liability shall attach or accrue to either Party for failing to supply each other on any occasion, or occasions, any of the Fire Protection Services provided for in the Agreement.

WSIB

This Agreement does not constitute the assisted fire department as the employer of any firefighter of a responding fire department. Any workers compensation claims by any firefighters of a supplying department arising out of or related to an Automatic Aid Response, shall be the responsibility of the supplying department and the Party who controls such supplying department, and made under that supplying department's policies and relevant provincial legislation.

NOTICE

Any notice or written consent required to be given by either party to the other shall be mailed, delivered or sent by facsimile and or email transmission to:

The City of Burlington Fire Department

1255 Fairview Street
Burlington, Ontario L7S 1Y3
c/o Fire Chief

The City of Hamilton Fire Department

1227 Stone Church Road East,
Hamilton, Ontario L8W 2C6
c/o Fire Chief

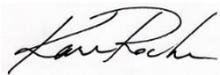
TERMS

In the event that any covenant, provision or term of this Agreement should at any time 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 the Agreement which shall remain in full force and effect mutates mutandis.

In the event that a dispute arises between the parties as to their respective rights and obligations under this agreement, the representative Fire Chiefs shall use their best efforts to resolve the dispute within fourteen (14) business days of the dispute arising. If the representatives of the disputing parties are unable to resolve the dispute through good faith negotiations within fourteen (14) business days, the matter shall be determined by alternate dispute resolution which may include mediation.

IN WITNESS WHEREOF the Corporation of the City of Burlington and the City of Hamilton have hereunto affixed the signatures of their respective representatives.

for the City of Burlington



Karen Roche
Fire Chief

for the City of Hamilton

Dave Cunliffe
Fire Chief

APPENDIX “A”

A response by either Fire Department into the jurisdiction of the other as provided in this agreement will include standard structural fire response as defined by the Fire Department providing the Automatic Aid Response subject to normal service exigencies including the potential limitation of services owing to simultaneous emergencies, staffing limitations, inclement/severe weather conditions, roadway obstructions, or other unforeseen circumstances. Each jurisdiction will commit applicable resources based on their respective incident-type response plan(s), unless otherwise specified will include the following:

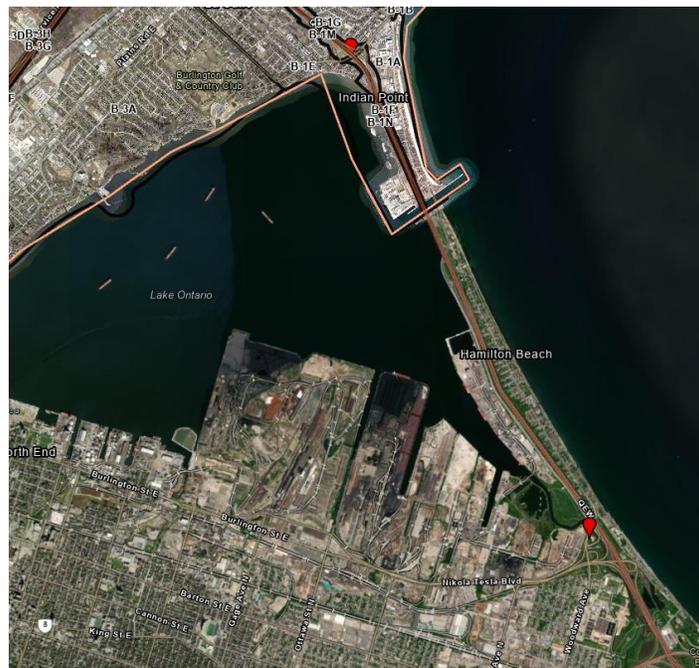
1. The Fire Department having jurisdiction over the impacted property/address (service area), will through its communications dispatch center - immediately notify the communications service dispatch center of the Hamilton Fire Department to request an Automatic Aid response to the service area.
2. Incident Command will be established in accordance with accepted practise by the initial arriving officer regardless of their station of origin.
3. Where this is a member of the Department providing a response into the adjoining jurisdiction, “Command” will be transferred to the first arriving officer from the Fire Department having jurisdiction at the earliest opportunity following a face-to-face briefing. Personnel operating at the incident will always remain under the supervision of their own supervisors operating within the Incident Command system at all times.
4. The first arriving apparatus, regardless of station of origin will develop an “Initial Action Plan” based on the following priorities where conditions permit: rescue, exposure protection, fire control/extinguishment, the establishment of a reliable water supply or water shuttle operation using the appropriate sector designations.
5. The apparatus and personnel from the adjoining municipality who are engaged in response or operations will be released in a timely fashion (generally within the first hour) by the Incident Commander after a full assessment of incident needs. Fire Department apparatus and/or staff are subject to recall by the “home” Fire Department Fire Chief or their designate at any time a major fire or emergency occurs in their own community.

6. Any fire cause determination effort and any administrative duties remain the responsibility of the Fire Department having jurisdiction over the subject property.

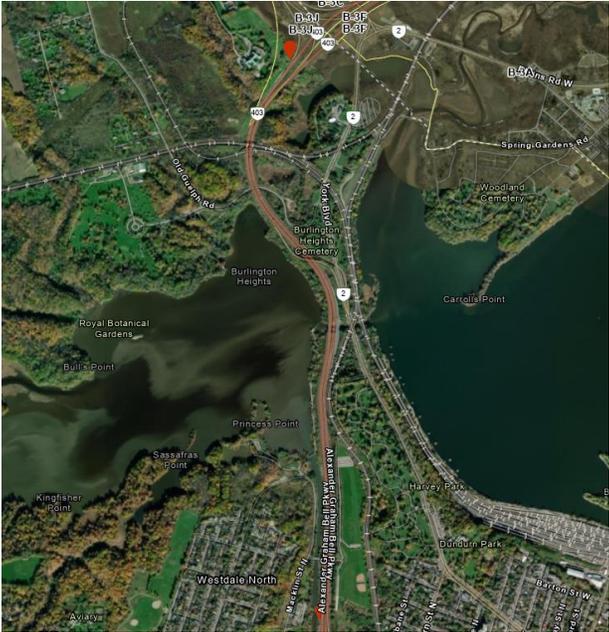
The following identifies the geographic areas that the Burlington Fire Department (BFD) and the Hamilton Fire Department (HFD) agree to jointly/simultaneously attend in response to (emergency) calls for service under the formal Automatic Aid Agreement.

Each jurisdiction will commit applicable resources based on their respective incident-type response plan(s), unless otherwise specified:

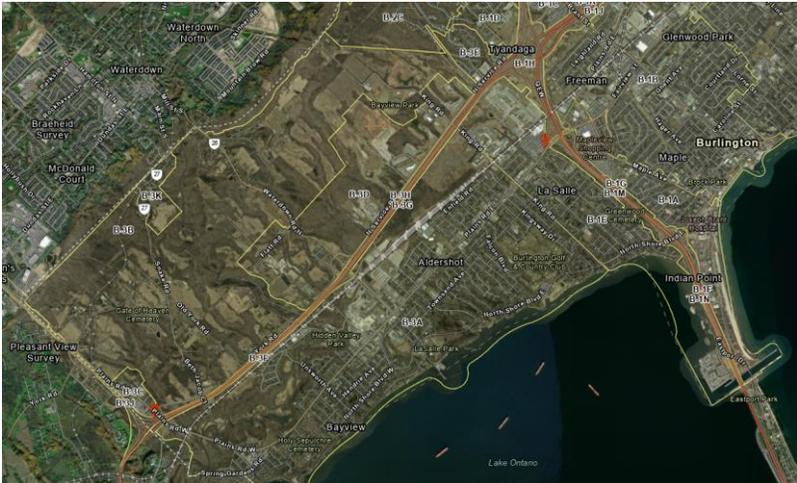
1. **Skyway Bridge:** Both the BFD and the HFD will respond to all incidents (north and south-bound) on the Skyway Bridge, with the BFD responding on the QEW south-bound as far as the Woodward Avenue cut off and the HFD responding on the QEW north-bound as far as the Northshore Boulevard exit. The first on-scene apparatus will assume command of the incident and determine resource requirements.



- 2. **Highway #403 (Westbound) Hwy. #6 to the Main Street East Exit:** Both the BFD and the HFD will respond to all incidents. The first on-scene apparatus will assume command of the incident and determine resource requirements.



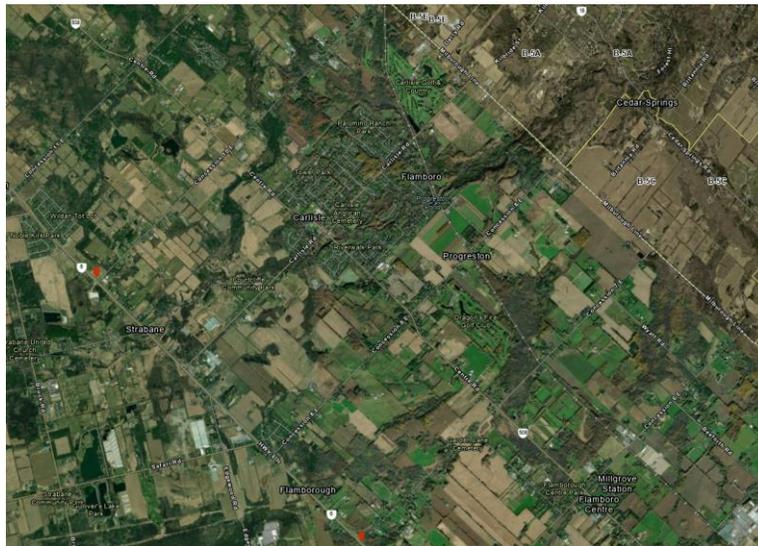
- 3. **Highway #403 (Eastbound) Hwy. #6 to the QEW Niagara Cut-off:** Both the BFD and the HFD will respond to all incidents. The first on-scene apparatus will assume command of the incident and determine resource requirements.



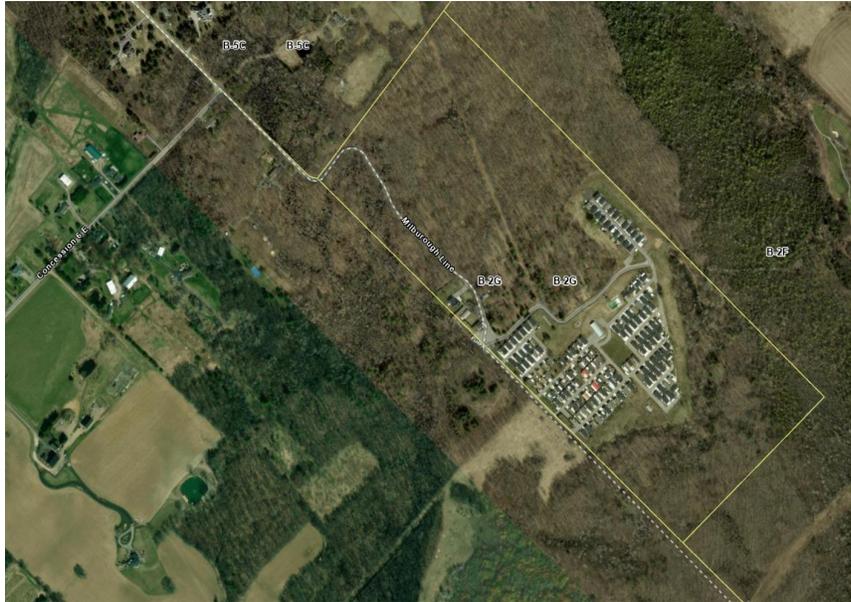
- Highway #6 (from Hwy. #403 to Hwy. # 5):** Both the BFD and the HFD will respond to all incidents. The first on-scene apparatus will assume command of the incident and determine resource requirements.



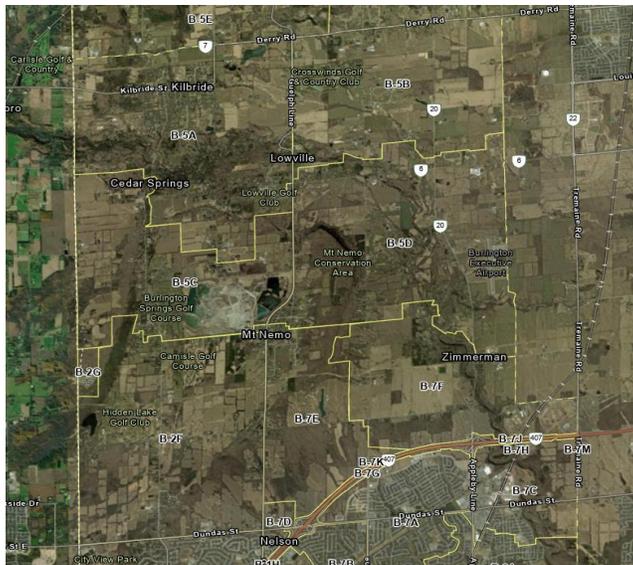
- Carlisle – Milborough Townline Road westerly to and on Hwy#6 (both sides), from Concession #7 east (both sides), northerly to Concession #10 (both sides) for all reported structure fires:** The HFD will respond with its applicable structure fire response and the BFD will dispatch a Tanker. HFD will establish and maintain command of the incident.



6. **For all emergency responses to Lost Forest Park - 4449 Milborough Townline Road:** Both the BFD and the HFD will respond to all incidents. BFD will establish and maintain command of the incident.



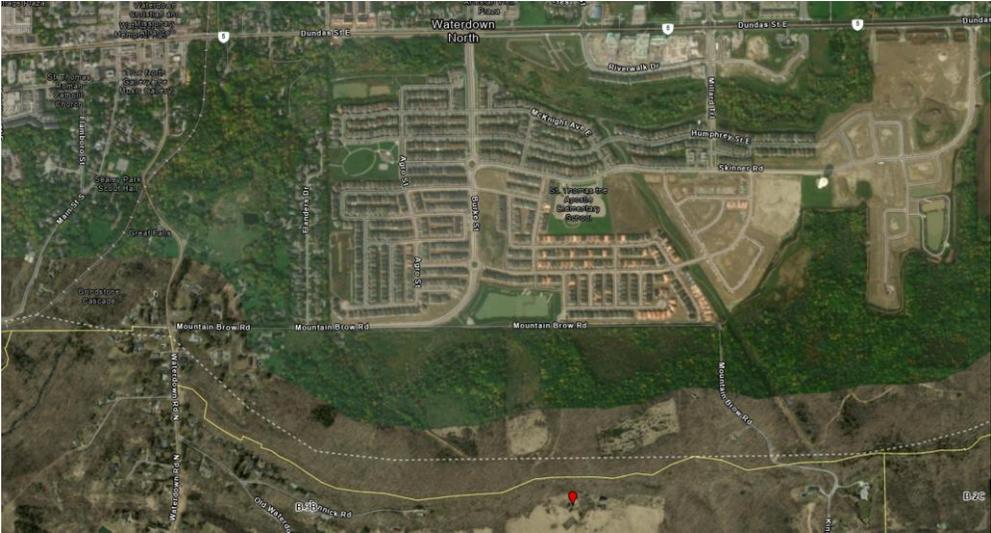
7. **Kilbride Area – Dundas Street (Hwy #5) northerly to Derry Road, Milborough Townline Road, easterly to Tremaine Road for all reported structure fires:** The BFD will respond with its applicable structure fire response and the HFD will dispatch two (2) Tankers for the area west of Guelph Line, and one (1) Tanker for the area east of Guelph Line. BFD will assume and maintain command for the duration of the incident.



- 8. **Aldershot – Hwy #403 northerly to the top of the escarpment, from Hwy #6 easterly to King Road for all reported structure fires:** The BFD will respond with its applicable structure fire response and the HFD will dispatch two (2) Tankers. BFD will assume and maintain command for the duration of the incident.



- 9. **For all emergency responses in the area of 38 Frontier Trail formerly known as 398 Mountain Brow Road:** Both the BFD and the HFD will respond to all incidents. If HFD is first on-scene at the incident, the HFD unit will assume command until a BFD unit arrives. Command will be transferred to BFD and be maintained for the duration of the incident. Incident Command (respectively) will determine resource requirements.



It is acknowledged that in the event of residential development including but not limited to boundary access, this appendix will be updated to reflect these changes through both the City of Burlington dispatch center and Hamilton dispatch centers.