

Automatic Aid Agreement

The "Agreement" made this ____ day of _____, 20____ (the "Effective Date").

Between: The Corporation of the City of Burlington, as represented by the Burlington Fire Department hereinafter called "The Burlington Fire Department" or "BFD".

and The City of Hamilton, as represented by the Hamilton Fire Department hereinafter called the "The Hamilton Fire Department" or "HFD".

(collectively the "Parties" and individually a "Party")

Whereas Section 2(6) of the *Fire Protection and Prevention Act*, S.O. 1997, Chap.4 provides that a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

And Whereas Section 13(3) of the *Fire Protection and Prevention Act*, S.O. 1997, Chap. 4, provides that a firefighter or such other person as may be authorized by the Fire Chief may, without a warrant, enter on lands or premises that are outside the territorial limits of the municipality of the fire department that employs the firefighter or Fire Chief for the purposes of fighting a fire or of providing rescue or emergency services on such lands or premises if the council of the municipality has entered into an automatic aid agreement or any other agreement under which the entry is permitted;

And 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 the City of Burlington and the City of Hamilton entered into an Automatic Aid/Routine Assistance and Mutual Aid/Reciprocal Assistance Agreement dated March 17, 2003, which agreement was revised by the parties as of July 29, 2008 (the "2003 Aid Agreement");

And Whereas the parties have mutually agreed that it is desirable to terminate the 2003 Aid Agreement and enter into an Automatic Aid Agreement on the terms set forth

herein;

Now therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties hereby agree as follows:

Schedules and Interpretation:

1.1 The following Schedules are attached to and shall form part of this Agreement:

i. Schedule "A", which identifies the Response Areas.

1.2 In this Agreement, the following terms shall have the following meanings:

"Agreement" means this automatic aid agreement and includes Schedule "A";

"Apparatus" means a group or combination of instruments, machinery, tools materials having a particular function or intended for a specific use;

"Automatic Aid" means emergency response from either Party and includes fire suppression, rescue and emergency services;

"BFD" means the Burlington Fire Department;

"Fire Department" means the fire department of each municipality participating in this Agreement;

"Fire Chief" means the one person appointed as Fire Chief in each municipality;

"HFD" means the Hamilton Fire Department;

"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;

"Response Area" or "Response Areas" means the geographical areas identified and agreed to in Schedule "A."

2. Purpose

2.1 This Agreement is intended to provide Automatic Aid to the Response Areas in an effective, efficient, and safe manner, through a cooperative approach, to the residents of the City of Burlington and the City of Hamilton and to ensure adequate personnel and apparatus are activated and arrive at emergency incidents in the

Response Areas in a timely manner.

3. Obligations

- 3.1 HFD and BFD agree to provide Automatic Aid in the Response Areas and pursuant to the various arrangements outlined in this Agreement, including Schedule "A" to this Agreement.
- 3.2 Automatic Aid will be available twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year to the Response Areas.
- 3.3 No costs shall be charged to either municipality for providing Automatic Aid in accordance with this Agreement.

4. Term

- 4.1 The 2003 Aid Agreement is terminated as of the Effective Date of this Agreement.
- 4.2 This Agreement shall come into force on the Effective Date and shall continue in effect until it is superseded or replaced by a subsequent agreement or until either Party provides written notice of termination at least ninety (90) days prior to the desired date of termination.

5. Insurance

- 5.1 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).
- 5.2 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).
- 5.3 Upon request of the other Party, provide proof of insurance if so required in a form satisfactory to the other Party.

6. Indemnification and Liability

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 This Section shall survive the expiration or termination of this Agreement.

7. WSIB

- 7.1 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.

8. Miscellaneous

- 8.1 This Agreement may be amended, in writing, at any time by the mutual consent of the Parties.
- 8.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 8.3 This Agreement includes Schedule "A" and constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this Agreement.
- 8.4 The parties hereto agree that each of them shall, upon reasonable request of the other, made in writing, to do or cause to be done all such further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement, and execute such further documents as may be necessary or expedient in order to carry out the purpose and intent of this Agreement.
- 8.5 In the event that any covenant, provision or term of this Agreement should at any time be found by a court of competent jurisdiction to be void, or unenforceable, 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.

In Witness Whereof each of the Parties has affixed its corporate seal by the hands of the proper officials.

The Corporation of the City of Burlington

City of Hamilton

Karen Roche
Fire Chief, Burlington Fire Department

David Cunliffe
Fire Chief, Hamilton Fire Department

Approved as to Form

Leanne Fioravanti

Leanne Fioravanti, Solicitor

Signature:

Date: May 16, 2023

Susan Nicholson

Signature

Date: May 16, 2023

Authority: HSC22044

Date of Authority: August 11, 2022

Legal Services Division

SCHEDULE “A”: RESPONSE AREAS AND SPECIFIC ARRANGEMENTS

A response by either Fire Department into the jurisdiction of the other as provided in this agreement will include Automatic Aid as defined in this Agreement 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. 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 emergency incident will always remain under the supervision of their own supervisors operating within the Incident Command system at all times.
2. 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.
3. 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.
4. 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

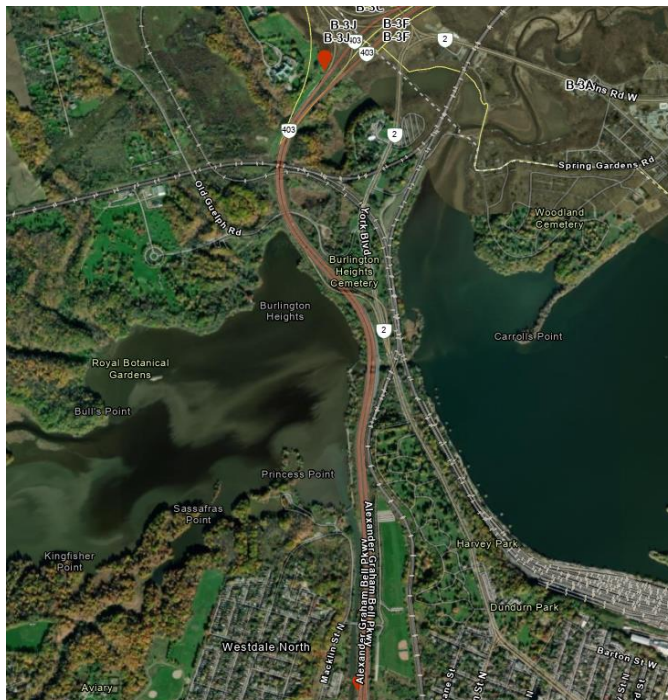
Both the BFD and the HFD will respond to all incidents (north and south-bound) on the Skyway Bridge, with the BFD responding on the QEW south-bound as far as the Woodward Avenue cut off and the HFD responding on the QEW north-bound as far as the Northshore Boulevard exit.

The first on-scene apparatus will assume command of the incident and determine resource requirements.



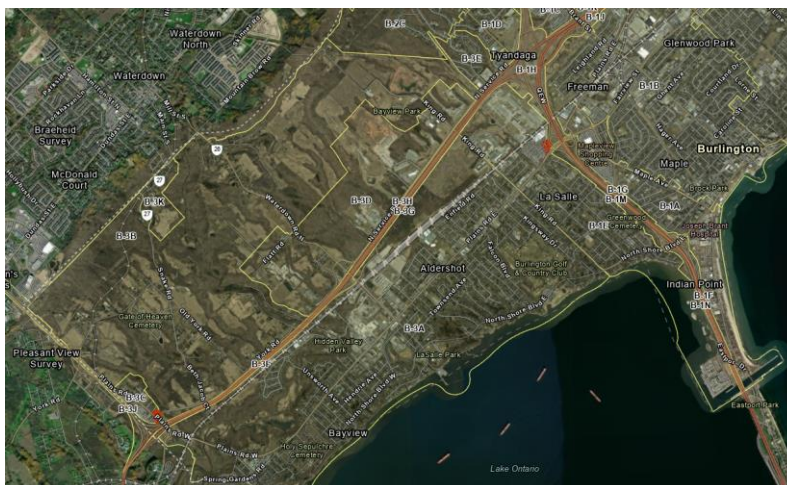
2. Highway #403 (Westbound) Hwy. #6 to the Main Street East Exit

Both the BFD & HFD will respond to all incidents. The first on-scene apparatus will assume command of the incident and determine resource requirements.



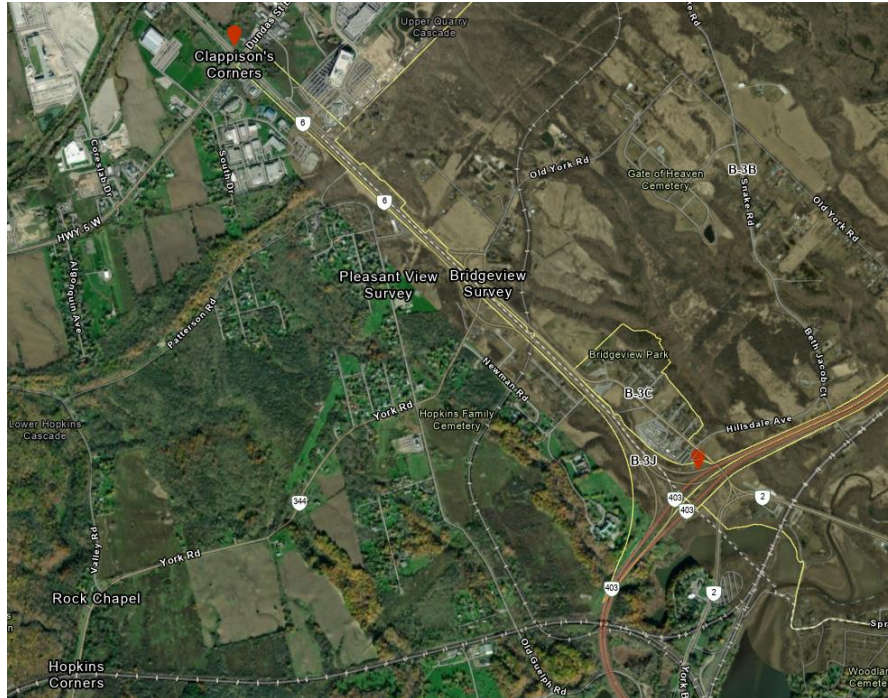
3. Highway #403 (Eastbound) Hwy. #6 to the QEW Niagara Cut-off

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.



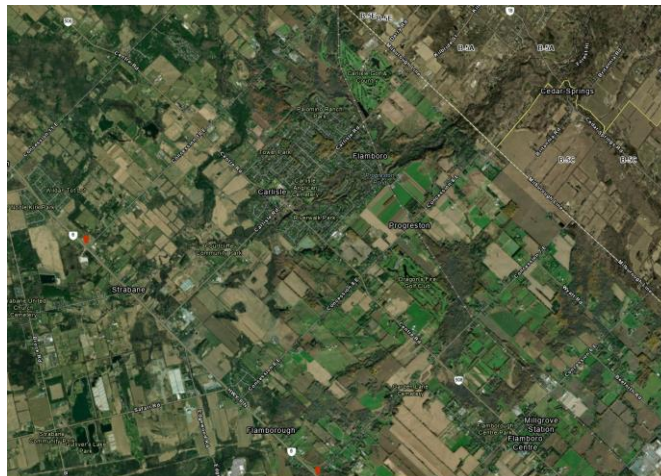
4. Highway #6 (from Hwy. #403 to Hwy. # 5)

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.



5. 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 respond with a Tanker. HFD will establish and maintain command of the incident.



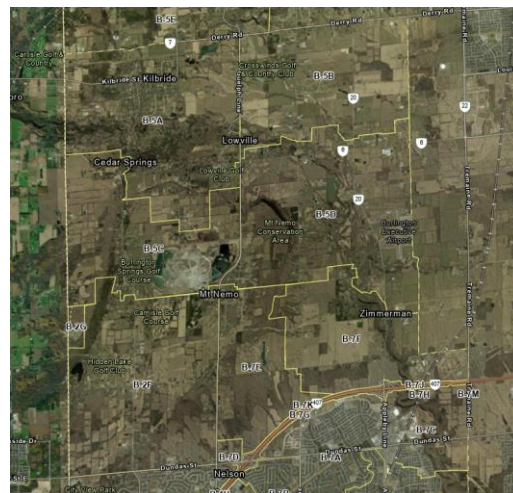
6. For all emergency responses to Lost Forest Park - 4449 Milborough Townline Road

Both the BFD and the HFD will respond to all incidents. BFD will establish and maintain command of the incident once arrived on scene.



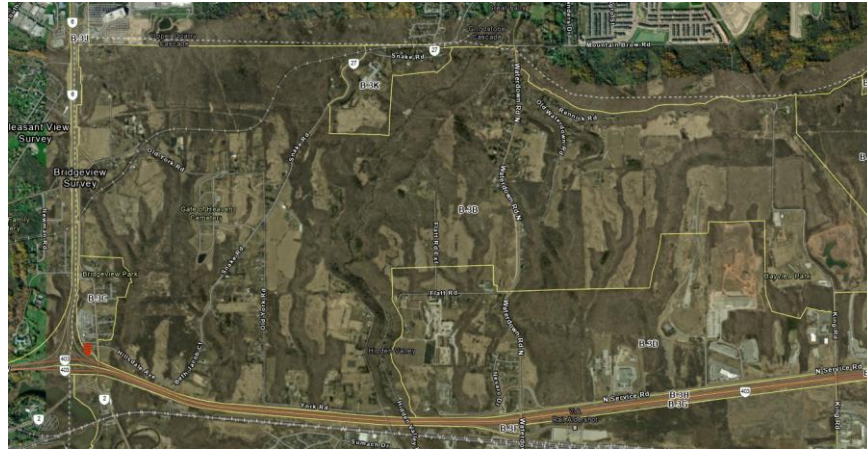
7. Kilbride Area – Dundas Street (Hwy #5) northerly to Derry Road, Milborough Townline Road, easterly to Tremaine Road for all reported structure fires

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.

