

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 5013-17**

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND THE CORPORATION OF THE CITY OF ST. CATHARINES AND TO RESCIND BY-LAW 4975-17 (Automatic Aid Agreement with City of St. Catharines)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement dated the 13th day of November, 2017 between The Corporation of the Town of Niagara-on-the-Lake and The Corporation of the City of St. Catharines, be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 13th DAY OF NOVEMBER, 2017.

LORD MAYOR PAT DARTE

TOWN CLERK PETER TODD

THIS AUTOMATIC AID AGREEMENT made the _____ day of _____, 2017,
and authorized by By-law No. 2017-_____ of the City of St. Catharines.

BETWEEN:

THE CORPORATION OF THE CITY OF ST. CATHARINES

hereinafter referred to as “St. Catharines”
of the FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

hereinafter referred to as “NOTL”
of the SECOND PART;

WHEREAS Section 2(6) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4 (hereinafter referred to as the “Act”) 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 Act 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 and agreement or any other agreement under which the entry is permitted.

AND WHEREAS St. Catharines and NOTL are owners of certain firefighting and rescue equipment and St. Catharines is the owner of certain boating equipment that would allow it to respond to and assist NOTL with water and/or ice rescue incidents;

IN CONSIDERATION of the provisions contained herein, the parties hereto mutually agree as follows:

1. The Fire and Emergency Services Department of NOTL (hereinafter referred to as “NOTL Fire”) agrees that the Fire and Emergency Services Department of St. Catharines (hereinafter referred to as “St. Catharines Fire”) will automatically respond and assist NOTL Fire with any reported water or ice rescue incident (hereinafter referred to as an “Emergency Incident”).
2. NOTL hereby authorizes St. Catharines fire fighters and any other such person(s) as may be authorized by the Fire Chief of St. Catharines Fire or the Fire Chief of

NOTL Fire to enter, without a warrant, on lands or premises that are within NOTL territorial limits for the purposes of providing rescue or emergency services on such lands or premises in accordance with this Automatic Aid Agreement (hereinafter referred to as the "Agreement").

3. The Fire Chief of St. Catharines Fire shall be responsible to determine which equipment St. Catharines Fire shall use to respond to any Emergency Incident within the NOTL emergency response boundaries and to determine the level and quantity of personnel and equipment that responds to any Emergency Incident, in the sole discretion of the Fire Chief for St. Catharines Fire.
4. Upon arrival at an Emergency Incident, or as soon as practical, the initial arriving officer in charge will establish command and assess the severity and the nature of the situation and begin emergency procedures.
5. Where St. Catharines Fire arrives on scene first, they will assume command and begin to determine the nature of the emergency and if required, the Incident Commander will initiate emergency procedures to mitigate the Emergency Incident.
6. Where NOTL Fire arrives on scene first, they will assume command and determine the nature of the Emergency Incident. If required, the Incident Commander will initiate emergency procedures to mitigate the Emergency Incident.
7. Where NOTL Fire is on scene when St. Catharines Fire arrives, St. Catharines Fire will initiate a Unified Command system. The St. Catharines Fire Incident Commander will oversee and direct St. Catharines Fire crews while on the scene of the Emergency Incident.
8. The St. Catharines Fire Incident Commander will abide by and follow all Emergency Procedures and Standard Operating Guidelines as established by St. Catharines Fire. NOTL Fire will provide support and assistance to St. Catharines Fire during the Emergency Incident.
9. St. Catharines Fire will provide the necessary information to NOTL Fire and NOTL Fire shall be responsible for the gathering of information and data as required for the purpose of processing the required incident reports.
10. NOTL shall be responsible to provide St. Catharines with any documentation and information as reasonably required by the Fire Chief for St. Catharines Fire in order to satisfy the intentions of this Agreement.

11. St. Catharines Fire shall be responsible for its employees and equipment and shall not be liable to NOTL and NOTL shall be responsible for its employees and equipment and not shall not be liable to St. Catharines.
12. When an Emergency Incident occurs within the NOTL response boundary, St. Catharines has the right not to attend because of a commitment to another emergency incident that is in progress, or shall maintain the right to leave the Emergency Incident to attend another emergency incident occurring within St. Catharines response boundary.
13. Notwithstanding anything else contained within this Agreement, no liability shall attach to St. Catharines for failure to respond, on any occasion(s) to an Emergency Incident within the NOTL response boundaries, nor by reason of any injury or damage sustained by any person, property or equipment by virtue of St. Catharines Fire's response or failure to respond to an Emergency Incident within the NOTL response boundary.
14. NOTL shall indemnify St. Catharines, its employees, elected officials, and agents and save them harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to or loss of property in any way arising out of St. Catharines response to or failure to respond, on any occasion(s), to an Emergency Incident within the NOTL response boundaries, or from any breach of this Agreement by NOTL.
15. Both parties agree and acknowledge that this Agreement does not come under the Regional Municipality of Niagara Mutual Aid Plan program.
16. NOTL shall be responsible for the payment of all costs incurred by St. Catharines as a result of St. Catharines Fire providing Automatic Aid assistance to an Emergency Incident within the response boundaries of NOTL. The costs for St. Catharines Fire Services response to an Emergency Incident within NOTL shall be billed to NOTL at the established Ministry of Transportation rates which may change from time to time.
17. St. Catharines will be responsible for providing all invoices for costs to NOTL within sixty (60) days of the Emergency Incident and payments shall be made by NOTL within the time frame specified in the invoice or such payment shall be subject to interest as determined by St. Catharines.
18. In the event that St. Catharines Fire is requested to assist in an Automatic Aid Emergency Incident within the NOTL emergency response boundaries and NOTL Fire arrives on scene first; an assessment of the Emergency Incident will be

performed by NOTL Fire and if it is determined that St. Catharines Fire is not required, NOTL Fire shall be responsible for all costs incurred by St. Catharines as a result of the Automatic Aid agreement response.

19. If for any reason, a St. Catharines Fire employee is required to attend court as a result of an Automatic Aid assistance within the NOTL emergency response boundaries, NOTL agrees to reimburse St. Catharines for all costs incurred as a result of the said court attendance.

20. This Agreement shall commence on the date as set forth on the first page of this Agreement, and shall continue until such Agreement is terminated by either party upon giving ninety (90) days written notice to the other party.

21. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out or incorporated by reference herein. This Agreement constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.

22. Any notice required or contemplated by any provision of this Agreement shall be given in writing addressed, in the case of St. Catharines, to it at:

The Corporation of the City of St. Catharines- Fire and Emergency Services
Attention: Fire Chief
64 Geneva Street
St. Catharines, ON L2R 4M7

and, in the case of notice NOTL, to it at:

The Corporation of the Town of Niagara on the Lake- Fire and Emergency Services
Attention: Fire Chief
P.O. Box 100
1593 Creek Road
Virgil, ON L0S 1T0

and shall be sent by prepaid registered mail, which shall be deemed to be received on the second day after mailing by prepaid registered mail.

23. If any paragraph or part of this Agreement is illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining

provisions of this Agreement shall remain in full force and effect and shall be binding on the parties as though such paragraph(s) or part(s) had never been included in this Agreement.

24. All rights, advantages, privileges, immunities, powers and things hereby secured to St. Catharines and NOTL shall be secured to and exercisable by their successors and permitted assigns, as the case may be.

25. The parties acknowledge and agree that the information in this Agreement is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as may be amended from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf

SIGNED, SEALED AND DELIVERED:)
In the presence of:)

) THE CORPORATION OF THE CITY
) OF ST. CATHARINES

)
)
)
)
)
) _____
) Mayor

)
)
)
) _____
) Clerk

)
)
) THE CORPORATION OF THE TOWN
) OF NIAGARA-ON-THE-LAKE

)
)
) _____
) Lord Mayor Pat Darte

)
)
) _____
) Town Clerk Peter Todd

) We have the authority to bind the Corporation.