

Automatic Aid Agreement

The “**Agreement**” made this 5th day of May, 2025 (the “**Effective Date**”).

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC (“**STRATHROY-CARADOC**”), AS REPRESENTED BY THE STRATHROY-CARADOC FIRE DEPARTMENT (“**SCFD**”)

- and -

THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE (“**ADELAIDE METCALFE**”), AS REPRESENTED BY THE ADELAIDE METCALFE FIRE DEPARTMENT (“**AMFD**”)

(collectively, the “**Parties**” and individually a “**Party**”)

WHEREAS:

- A. Section 2(6) of the *Fire Protection and Prevention Act*, S.O. 1997, Chap. 4 (the “**FPPA**”) provides that a municipality may enter into an automatic aid agreement to provide or receive initial or supplemental responses to fires, rescues, and emergencies;
- B. Section 13(3) of the FPPA provides that a firefighter or any other person authorized by the Fire Chief may, without a warrant, enter lands or premises outside the municipality’s territorial limits to fight a fire or provide rescue or emergency services, provided that the municipality has entered into an automatic aid agreement or any other agreement permitting such entry;
- C. Section 20(1) of the *Municipal Act*, S.O. 2001, c.25 (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, to jointly provide services or functions that each party has the authority to provide within its own boundaries;
- D. Strathroy-Caradoc and The Corporation of the County of Middlesex (the “**County**”) entered into an Emergency Fire Dispatch Agreement dated January 1, 2019 (the “**Fire Dispatch Agreement**”), under which Strathroy-Caradoc serves as the designated provider of Emergency Fire Dispatch Information and Communication Technology services for the County and all lower-tier municipalities, including Adelaide Metcalfe;
- E. The Parties acknowledge that the Fire Dispatch Agreement remains in effect and does not supersede this Automatic Aid Agreement. Adelaide Metcalfe shall continue to receive fire dispatch services under the Fire Dispatch Agreement, and any amendments thereto shall not affect the obligations of this Agreement unless mutually agreed upon in writing; and

- F. The Parties have agreed to enter into this Agreement for the activation of Automatic Aid for all incidents occurring on Highway 402 between Exit 65 (Centre Road) and Exit 69 (Hickory Drive), as shown in **Schedule “A”**. These incidents include personal injury motor vehicle collisions, vehicle fires, brush fires in the median and verges, and any other reported incidents requiring a Fire Department response.

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:

1. Schedules and Interpretation:

1.1 The above recitals are true and are hereby incorporated into this Agreement by reference.

1.2 The following Schedule is attached to and shall form part of this Agreement:

- a. Schedule "A", which identifies the Response Areas.

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

1.3.1 **“Agreement”** means this Automatic Aid Agreement, including Schedule “A”.

1.3.2 **“Apparatus”** means a group or combination of instruments, machinery, tools, or materials designed for a specific function or use.

1.3.3 **“Automatic Aid”** means an emergency fire services program provided from the Strathroy Station (as defined below), ensuring response, rescue, fire suppression and emergency services to Adelaide Metcalfe. *NOTE: the Automatic Aid program does not, in any way, remove a Party’s responsibility for fire prevention, emergency fire suppression, rescue and emergency services, nor does it relieve any other obligation under the FPPA.*

1.3.4 **“Fire Chief”** means the individual appointed as Fire Chief in each municipality.

1.3.5 **“Response Area”** means the geographical areas identified and agreed to in Schedule “A.”

1.3.6 **“Strathroy Station”** means the nearest Strathroy-Caradoc fire station serving the Response Area identified in Schedule “A”.

2. Purpose

2.1 This Agreement establishes a framework for providing Automatic Aid to the Response Area in an effective, efficient, and safe manner. Through a cooperative approach, the Parties aim to ensure that adequate personnel and Apparatus are promptly deployed to emergency incidents within the Response Area in a timely manner.

2.2 The Parties’ intention under this Agreement is to enhance life safety and property protection services available to the public within the County.

3. Obligations

- 3.1 In accordance with the terms of the Middlesex County Emergency Fire Service Plan and Program, to which both Strathroy-Caradoc and Adelaide Metcalfe are parties, and the Fire Dispatch Agreement, Strathroy-Caradoc shall, at the direction of its Police Service Communications Centre, and through the Strathroy Station, provide Automatic Aid to all reported incidents within the Response Area, as outlined in this Agreement and Schedule "A". In the event of any inconsistency between this Agreement and the Middlesex County Emergency Fire Service Plan and Program, the terms of the Emergency Fire Service Plan shall prevail unless otherwise agreed in writing by both Parties.
- 3.2 Automatic Aid shall be available 24 hours a day, 7 days a week, 365 days a year for the Response Area, which includes the section of Highway 402 between Exit 65 (Centre Road) and Exit 69 (Hickory Drive).
- 3.3 Strathroy Station shall respond with appropriate Apparatus to all incidents in the Response Area, including but not limited to, motor vehicle collisions, vehicle fires, brush fires in the Highway 402 median and its verges, and any other reported incidents that require a Fire Department response. This Automatic Aid Agreement does not cover hazardous materials (HAZMAT) response, water rescue, medical emergencies, or technical rescues unless otherwise agreed upon by both Parties, as these services would be covered under the County Mutual Aid Agreement. If additional resources are required beyond SCFD's capabilities, mutual aid agreements may be activated.
- 3.4 The Parties acknowledge that while SCFD emergency and fire responses within its own service area shall remain a priority, every reasonable effort shall be made to provide Automatic Aid to the Response Area without undue delay. SCFD shall not be obligated to respond if all available units are committed to emergency incidents in its primary service area, or if responding to an Automatic Aid call would create an undue risk to residents within Strathroy-Caradoc. In such cases, alternative mutual aid resources may be engaged at the discretion of the Fire Chief or designated officer-in-charge.
- 3.5 SCFD shall be responsible for pursuing all cost recovery directly from the Ministry of Transportation of Ontario ("MTO") on a per-call basis. The Parties acknowledge that a system is in place to facilitate and ensure cost recovery from the MTO, and that all costs associated with responses to Highway 402 and other 400-series highways are reimbursed through this process. The MTO reimbursement shall cover all expenses incurred by SCFD for such responses.

If SCFD responds to a false alarm, is not required and released by the Ontario Provincial Police ("OPP"), or performs no service, SCFD shall seek reimbursement from AMFD for one (1) hour at the applicable MTO rate for two (2) apparatus.

The Parties may review the reimbursement framework on an annual basis to ensure equitable cost allocation. Either Party may propose adjustments to the reimbursement structure based on operational requirements, subject to mutual agreement in writing.

3.6 Automatic Aid requests shall be activated through the Strathroy-Caradoc Fire Dispatch Centre in accordance with the Fire Dispatch Agreement. Upon receipt of an emergency call for the Response Area, SCFD will be dispatched in accordance with established operational protocols. The Adelaide Metcalfe Fire Department (AMFD) shall be notified of all Automatic Aid activations. AMFD shall deploy personnel or resources as a second station response.

4. Term

4.1 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 either Party provides at least ninety (90) days' written notice of termination to the other Party.

4.2 Each Party shall work in good faith to develop a written transition plan outlining alternative emergency response arrangements to ensure continued fire protection coverage for the Response Area. If the Parties fail to reach an agreement on a transition plan within sixty (60) days of the termination notice, the Agreement shall still terminate at the conclusion of the ninety (90) day notice period. This ensures that neither Party is indefinitely bound to the Agreement while allowing reasonable time to secure alternative coverage before termination takes effect.

5. Insurance

5.1 During the term of this Agreement, each Party shall maintain the following insurance coverage:

- a) **Commercial General Liability Insurance** issued by an insurer authorized to operate in Ontario, with limits of no less than Five Million Dollars (\$5,000,000) per occurrence, covering bodily injury, property damage, and personal injury claims, including a cross-liability clause and severability of interests clause endorsement of standard wording.
- b) **Automobile Liability Coverage:** covering owned and non-owned vehicles with a minimum coverage of Five Million Dollars (\$5,000,000) per occurrence.
- c) **Pollution Liability Insurance** (if applicable) with a minimum coverage of Two Million Dollars (\$2,000,000) per occurrence.

Upon request, each Party shall provide proof of insurance in a form satisfactory to the requesting Party. If insurance coverage changes or is terminated, the affected Party shall provide at least thirty (30) days' prior written notice to the other Party.

6. Indemnification and Liability

6.1 **Indemnification:** Each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party, including its officers, elected officials, employees, agents, and representatives (the "**Indemnified Party**"), from and against all claims, demands, actions, losses, liabilities, damages, costs, and expenses, including reasonable legal fees, to the extent that such claims arise from:

- a) Any negligent act, omission, or willful misconduct of the Indemnifying Party, its personnel, or agents in the performance of this Agreement;
- b) Any failure by the Indemnifying Party to comply with applicable laws, regulations, or the terms of this Agreement; or
- c) Any bodily injury (including death), personal injury, or property damage caused by the Indemnifying Party's personnel, vehicles, or equipment during the provision of Automatic Aid services.

6.2 **Mutual Indemnification Limitations:**

- a) Adelaide Metcalfe shall not be liable for claims, losses, or damages arising solely from the acts or omissions of SCFD in the provision of Automatic Aid services.
- b) Strathroy-Caradoc shall not be liable for claims, losses, or damages arising solely from the acts or omissions of Adelaide Metcalfe in relation to its responsibilities under this Agreement.
- c) Each Party's obligation to indemnify the other shall not apply where claims arise due to the gross negligence, willful misconduct, or bad faith of the Indemnified Party.

6.3 **Service Availability and Limitation of Liability:** The Parties acknowledge that emergency responses are subject to operational availability and resource constraints. SCFD shall not be liable for any failure, delay, or inability to provide Automatic Aid services, including but not limited to concurrent emergency calls, personnel shortages, or equipment failure. Neither Party shall be liable for any indirect, incidental, or consequential damages arising from the provision or non-provision of services under this Agreement. All indemnification and liability provisions in this Section shall survive the termination or expiration of this Agreement.

7. WSIB

7.1 This Agreement does not establish Adelaide Metcalfe or AMFD as the employer of any firefighter of Strathroy Station, SCFD, or Strathroy-Caradoc. Any workers' compensation claims by firefighters of Strathroy Station, SCFD, or Strathroy-Caradoc arising from or related to an Automatic Aid response shall be the responsibility of the Party that employs and controls the personnel involved. Such shall be processed in accordance with the supplying department's policies and applicable provincial legislation.

8. General

8.1 This Agreement may be amended, in writing, at any time by the mutual consent of the Parties, with any amendments executed and signed by their authorized representatives.

- 8.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable.
- 8.3 This Agreement, including Schedule "A", constitutes the entire agreement between the Parties and supersedes all prior agreements, negotiations, and discussions, whether oral or written, related to its subject matter.
- 8.4 Upon reasonable written request, each Party shall perform or cause to be performed all further lawful acts, deeds, and assurances necessary to better fulfill the terms and conditions of this Agreement and to carry out its purpose and intent.
- 8.5 Each section of this Agreement is distinct and severable. If any section, in whole or in part, is determined to be illegal, invalid, void, voidable or unenforceable in any jurisdiction by a court of competent jurisdiction, this shall not affect:
- i. the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
 - ii. the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.
- 8.6 This Agreement may be executed in one or more counterparts, each of shall be deemed an original. Copies may be exchanged electronically via facsimile, e-mail or other functionally equivalent electronic means of transmission, and together they shall constitute a single binding instrument.
- 8.7 The Parties warrant that this Agreement is entered voluntarily, that no Party is under any legal disability and that each Party has had the opportunity to seek the advice of independent legal counsel before executing this Agreement.

(ONE SIGNATURE PAGE BELOW)

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

The Corporation of the Municipality of Strathroy-Caradoc

Name: Colin Grantham, Mayor

Date: May 5, 2025

Name: Jennifer Pereira, Acting Clerk

Date: May 5, 2025

SCFD Fire Chief

Name: Brad Bigrigg

Date: May 5, 2025

We have authority to bind the Corporation.

The Corporation of the Municipality of Adelaide Metcalfe

Mayor

Name:

Date:

Clerk

Name:

Date:

AMFD Fire Chief

Name:

Date:

We have authority to bind the Corporation.

SCHEDULE "A"

