

**CORPORATION OF THE COUNTY OF PERTH**

**BY-LAW NUMBER 2978**

**AUTHORIZE THE EXECUTION OF AN INTRA-COUNTY MUTUAL ASSISTANCE AGREEMENT**

**WHEREAS** The Emergency Management Act, R.S.O. 1990, c. E. 9 provides that the Council of a municipality may make an agreement with another municipality for the provision of any personnel, service, equipment or material during an Emergency; and

**WHEREAS** the parties wish to provide for mutual aid and assistance to each other through the provision of personnel, services, equipment or material to one or the other during an Emergency within the meaning of the Emergency Management Act; and

**WHEREAS** the parties have Emergency Plans pursuant to the Emergency Management Act; and

**WHEREAS** the Municipality of West Perth, the Municipality of North Perth, the Township of Perth South and the Township of Perth East are desirous of entering into an Agreement with the County of Perth to provide for mutual aid and assistance to each other; and

**NOW THEREFORE**, the Municipal Council of the Corporation of the County of Perth enacts as follows:

1. That the Intra-County Mutual Assistance Agreement among the Municipality of West Perth, the Municipality of North Perth, the Township of Perth South, the Township of Perth East and the Corporation of the County of Perth concerning the provision of mutual aid and assistance to each other be executed.
2. That the Warden and the Clerk are hereby authorized to execute the said agreement and to affix the corporate seal thereto.

Read a first and second time this 10th day of August, 2006

Read a third time and finally passed this 10th day of August, 2006.

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Barb MacLean, Warden

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Judy Schweitzer, Clerk

**THIS MUTUAL ASSISTANCE AGREEMENT** made this 10<sup>th</sup>

day of August, 2006

BETWEEN:

**THE MUNICIPALITY OF WEST PERTH**

--and—

**THE MUNICIPALITY OF NORTH PERTH**

--and—

**THE TOWNSHIP OF PERTH SOUTH**

--and—

**THE TOWNSHIP OF PERTH EAST**

--and—

**THE CORPORATION OF THE COUNTY OF PERTH**

**WHEREAS** the *Emergency Management Act, R.S.O. 1990, c. E. 9* provides that The Council of a municipality may make an agreement with another municipality for the provision of any personnel, service, equipment or material during an Emergency;

**AND WHEREAS** the parties wish to provide for mutual aid and Assistance to each other through the provision of personnel, services, equipment or material to one or the other during an Emergency within the meaning of the *Emergency Management Act*;

**AND WHEREAS** the parties have Emergency Plans pursuant to the *Emergency Management Act*;

**NOW THEREFORE** in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Definitions**

1.1 In this Agreement,

1.1.1 “Assisted Municipality” means the municipality receiving aid or assistance pursuant to this Agreement;

1.1.2 “Assisting Municipality” means the municipality providing aid or assistance pursuant to this Agreement;

1.1.3 “Emergency”, “Emergency Area” and “Emergency Plan” shall have the same meanings as in the *Emergency Management Act*;

1.1.4 “Mutual Assistance Agreement” means this Agreement and the attached Schedule(s) which embody the entire Agreement between the parties;

1.1.4 “Requesting Party” means the municipality asking for aid and/or assistance pursuant to this Agreement;

1.1.5 “Emergency Control Group” means the organisational entity responsible for directing and controlling the Assisted Municipality’s response to an Emergency.

## **2. Role of the Minister**

2.1 The parties acknowledge that pursuant to the *Emergency Management Act* (the “Act”), the Minister of Community Safety and Correctional Services for the Province of Ontario is responsible for the administration of the Act and is the principal contact for all Emergencies.

2.2 The parties further agree that the Minister should be notified in writing of any request made under this Agreement. The Requesting Party agrees to notify as soon as reasonably practicable, Emergency Management Ontario (EMO), Ministry of Community Safety and Correctional Services on the matter of any request for assistance made under this Agreement.

## **3. Authorization to Request/Offer Assistance**

3.1 Each party hereby authorizes its Chief Administrative Officer, or such other senior officer of the party as the Chief Administrative Officer has designated (hereinafter “CAO”), to request assistance, accept offers to provide, or to offer to provide assistance pursuant to this Agreement on behalf of that party.

## **4. Requests for Assistance**

4.1 The parties agree that in an Emergency, a Requesting Party may request assistance in the form of qualified personnel, services, equipment, or material from the other party.

4.2 The request for assistance shall be made by the CAO, or designate of the Requesting Party to the CAO, or designate of the Assisting Municipality. The CAO may make the initial request for assistance orally. However, any request for assistance made orally shall be confirmed in writing by the Requesting Party within three(3) days of the initial oral request. The Assisting Municipality may provide assistance to the other party upon receipt of the oral request.

4.3 The request for assistance shall be confirmed in writing as soon as reasonably practicable by the Requesting Party in accordance with Schedule “A” attached hereto. The written request shall set out in detail the specific personnel, services, equipment or material that has been requested as assistance, and which the Assisting Municipality has agreed to provide. The Assisting Municipality may request such additional information as it considers necessary to confirm the existence of the Emergency and to assess the type, scope, nature and amount of assistance to be provided.

4.4 The Assisting Municipality shall respond to the request within one (1) day, and may in its sole discretion determine the type, scope, nature and amount of assistance it will provide. The Assisting Municipality shall confirm in writing the assistance it has agreed to provide.

4.5 The parties may by mutual agreement alter the assistance to be provided to the Assisted Municipality under this Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in writing by the Requesting Party within three (3) days of being agreed upon.

**5. Limitations on Assistance Provided**

- 5.1 Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.
- 5.2 No liability shall arise against the Assisting Municipality if it fails, for any reason whatsoever, to respond to a request for assistance made under this Agreement.
- 5.3 When assistance has been offered or provided by the Assisting Municipality, the Assisting Municipality shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for assistance.
- 5.4 Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, from withdrawing any or all assistance provided to the Assisted Municipality. Any withdrawal of assistance by the Assisting Municipality shall be made only upon at least three (3) days' notice to the Assisted Municipality.
- 5.5 The Assisted Municipality may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Municipality of this in writing.

**6. Term and Termination**

- 6.1 This Agreement shall be in effect from \_\_\_\_\_.
- 6.2 Despite any other section of this Agreement, either party may terminate this Agreement upon at least sixty (60) days' written notice to the other party.

**7. Costs**

- 7.1 The parties agree that any and all costs for assistance are to be paid by the Assisted Municipality. The Assisted Municipality shall be responsible to pay for any and all actual costs incurred for the assistance or by the Assisting Municipality in providing the assistance. Such costs shall include wages and salaries as per current job costing, and expenses incurred in providing the assistance provided said expenses are reasonable in the circumstances relative to the need for assistance, but shall exclude employment benefits. Expenses shall be based on actual cost and include a detailed breakdown.
- 7.2 The Assisted Municipality shall also be responsible for all actual operating costs for all personnel, services, equipment, machinery or material furnished, 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 as assistance to the Assisted Municipality under the Agreement. The Assisted Municipality shall be responsible for the cost of replacing equipment or material furnished by the Assisting Municipality if damaged beyond reasonable repair.
- 7.3 The Assisting Municipality shall provide to the Assisted Municipality, if practical, an estimate of the cost of providing the assistance.

## **8. Payment**

- 8.1 Cash payment by the Assisted Municipality or service in lieu for costs incurred for the assistance provided, shall be subject to the Assisted Municipality's receipt of an invoice from the Assisting Municipality. Such invoice shall set out in detail, to the reasonable satisfaction of the CAO, the costs actually incurred by the Assisting Municipality in providing assistance, and where practically available, receipts for disbursements shall be forwarded in support of the invoice.
- 8.2 The Assisted Municipality shall remit payment of the amount owing for the assistance provided within ninety (90) days of the termination of the Emergency or the receipt of the Assisting Municipality's invoice, whichever is later.
- 8.3 Any amount remaining unpaid and outstanding after the ninety (90) day period referred to in sub-section 8.2 of this Agreement shall bear interest at the rate stipulated in the Assisting Municipality's invoice, as established by current Municipal By-law, 1.25% per annum until paid.

## **9. Employment Relationship**

- 9.1 Despite the fact that the employees, contractors, servants and agents (collectively "the workers") of the Assisting Municipality may be assigned to perform duties of the Assisted Municipality, and that for the duration of the Emergency, the Assisted Municipality shall reimburse the Assisting Municipality for the costs of the wages, salaries and expenses of the workers, in all other respects the workers of the Assisting Municipality retain their employment or contractual relationship with the Assisting Municipality. The parties acknowledge and agree that the Assisted Municipality is not to be deemed the employer of the Assisting Municipality's employees, agents, or contractors or servants, under any circumstances or for any purpose whatsoever. The Assisting Municipality shall remain responsible for all statutorily required deductions, contributions and/or payments, such as E.I. and C.P.P.

## **10. Indemnity**

- 10.1 The Assisted Municipality shall indemnify and save harmless the Assisting Municipality from all claims, costs, all manner of action or actions, cause and causes of action, duties, dues, accounts, covenants, contracts, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of the Agreement and out of the provision of any assistance pursuant to this Agreement.

## **11. Insurance**

- 11.1 During the term of this Agreement, each party shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company licensed to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal and bodily injury, public liability and property damage. Such policy shall:
  - 11.1.1 have inclusive limits of not less than Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence;
  - 11.1.2 contain a cross-liability clause endorsement of standard wording;
  - 11.1.3 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;

- 11.2 The Assisting Municipality's and the Assisted Municipality's general liability insurance, when called upon to respond to a claim on behalf of the respective named insured municipality, shall each apply as primary insurance and not excess to any other insurance available to the additional insured designated on the named insured's policy
- 11.3 Upon the request of the other party, each party shall provide proof of insurance in a form satisfactory to the requesting party's CAO or his or her designate.

## **12. Liaison and Supervision**

- 12.1 Assisting Municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent (the "Liaison Officer") of the Assisting Municipality to the Emergency Control Group of the Assisted Municipality. The Liaison Officer shall provide a liaison between the Assisting Municipality and the Emergency Control Group of the Assisted Municipality. The parties acknowledge that the purpose of the Liaison Officer shall be to permit communication between the Assisted and Assisting Municipalities. Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, the Liaison Officer shall be permitted to inform the Assisting Municipality on the status of the Emergency and the actions taken by the Assisted Municipality. The Liaison Officer shall have the right to obtain information about the Emergency and the use of the assistance provided in order to report to the Assisting Municipality during and after the duration of the assistance provided and the Emergency. The Assisting Municipality shall keep confidential and not disclose any information concerning the emergency or the assistance provided without the prior consent of the Assisted Municipality, except as may be legally required.
- 12.2 The Assisting Municipality shall assign its personnel to perform tasks as directed by the Emergency Control Group of the Assisted Municipality. The Assisting Municipality shall have the right to assign supervisory personnel to operate or supervise the operation of any of the Assisting Municipality's personnel and/or equipment furnished as assistance to the Assisted Municipality. Such supervision shall be in accordance with the instructions of the Emergency Control Group.

## **13. Information Sharing**

- 13.1 If requested, each party shall respond to the other party's request for information regarding specified types of personnel, services, equipment or material in the possession of each party that may be used in the provision of assistance under this Agreement. All such information shall be provided without any warranty of any kind as to its accuracy, reliability, usefulness or other characteristics.

## 14. Notice

14.1 If not otherwise provided in this Agreement, written notice given pursuant to this Agreement must be addressed,

In the case of notice to the Municipality of North Perth, to:

The Chief Administrative Officer  
The Municipality of North Perth  
330 Wallace Avenue North  
Listowel ON N4W 1L3

Fax: 519-291-2072

in the case of notice to the Municipality of West Perth, to:

The Clerk-Administrator  
The Municipality of West Perth  
PO Box 609  
169 St. David Street  
Mitchell ON N0K 1N0

Fax: 519-348-8935

in the case of notice to the Township of Perth East, to:

The Chief Administrative Officer  
The Township of Perth East  
PO Box 455  
25 Mill Street  
Milverton ON N0K 1M0

Fax: 519-595-2801

in the case of notice to the Township of Perth South, to:

The Clerk-Treasurer  
The Township of Perth South  
3204 Road 122  
St. Pauls ON N0K 1V0

Fax: 519-271-0647

-and-

in the case of notice to the County of Perth, to:

The Chief Administrative Officer  
The County of Perth  
1 Huron Street  
Stratford ON N5A 5S4

Fax: 519-271-6265

14.2 If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the fax is sent; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

14.3 Any notice given shall be sufficiently given if signed by the CAO or by a person authorized by or acting under the direction or control of the CAO.

## **15. Rights and Remedies**

15.1 Nothing contained in this Agreement shall be construed as restricting or preventing either party from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity in the event of any breach of this Agreement.

## **16. Binding Effect**

16.1 This agreement shall enure to the benefit of, and be binding upon the parties and their respective successors, administrators and assigns.

16.2 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.

## **17. Incorporation of Schedules**

17.1 This Agreement and the attached Schedule "A", embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties prior to or at the date of execution.

## **18. Other Agreements**

19.1 The parties hereto acknowledge and agree that if assistance is provided pursuant to this Agreement, that this Agreement and its provisions shall take precedence over any other mutual assistance agreements or mutual aid agreements in effect, to which the Assisted Municipality or the Assisting Municipality may be a party.

19.2 The parties acknowledge that each party may have its own local boards that have emergency management or response capabilities or responsibilities or both. Each party shall inform these local boards of the existence of this Agreement and offer such local boards the opportunity to become party to this Agreement.

## **19. Provisions Surviving Termination**

20.1 Sections 5.2, 7, 8, 9, 10, 11, 15, 16, 19, 20 and 21 of this Agreement shall survive termination of this Agreement.

## **20. Governing Law**

21.1 The parties agree to be governed by the laws of the Province of Ontario and Canada.

## **21. Arbitration**

22.1 The parties hereby agree that in the event of any dispute arising under or pursuant to this Agreement, which dispute cannot be resolved by the mutual agreement of the parties' C.A.O.'s, the C.A.O.'s shall refer the dispute to the respective Chair or Head of Council of the parties for resolution. In the event that the Chair or Head of Council cannot resolve the dispute, either party may, on providing ninety



(90) days written notice to the other, refer the dispute to a third party arbitrator of their mutual choice for resolution. Such arbitration shall be conducted pursuant to the Arbitration Act , 1991, S.O. 1991 c. 17, as amended.

IN WITNESS WHEREOF the parties have executed this Agreement.

**SIGNED SEALED AND  
DELIVERED**

In the presence of:

**THE TOWNSHIP OF PERTH SOUTH**

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**THE TOWNSHIP OF PERTH EAST**

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**THE MUNICIPALITY OF WEST PERTH**

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**THE MUNICIPALITY OF NORTH PERTH**

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**THE CORPORATION OF THE COUNTY OF  
PERTH**

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**SCHEDULE "A"**

**Mutual Assistance Agreement**

I, \_\_\_\_\_, Chief Administrative Officer/Designated  
Official of \_\_\_\_\_, duly authorized to do so by the  
Council of \_\_\_\_\_, do hereby request of

The Municipality of West Perth, The Municipality of North Perth, The Township of Perth East,  
The Township of Perth South and/or The Corporation of the County of Perth, to

Provide assistance in the form of:

- \_\_\_\_\_ PERSONNEL
- \_\_\_\_\_ SERVICES
- \_\_\_\_\_ EQUIPMENT
- \_\_\_\_\_ MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAIL AS FOLLOWS:

The above confirms the assistance verbally requested on \_\_\_\_\_,

and which assistance The Municipality of West Perth, The Municipality of North Perth, The  
Township of Perth East, The Township of Perth South and/or The Corporation of the County of  
Perth has agreed to provide.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chief Administrative Officer

The Municipality of West Perth / The Municipality of North Perth / The Township of Perth East  
/ The Township of Perth South / The Corporation of the County of Perth