

**The Corporation of the Municipality of West Grey**

**By-law Number 101 - 2017**

**BEING,** A by-law to approve and authorize the execution of an Agreement Mutual Assistance Agreement between the Municipality of West Grey, the County of Grey, and lower-tier Grey County municipalities;

**WHEREAS,** Section 13 (3) of the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E. 9, as amended (the "Emergency Management and Civil Protection Act") authorizes the Council of a municipality to make an agreement with the Council of any other municipality for the provision of any personnel, service, equipment or material during any emergency;

**AND WHEREAS,** Section 3 of the Emergency Management and Civil Protection Act, requires municipalities to have an approved Emergency Response Plan;

**AND WHEREAS,** the municipalities named in this agreement have approved Emergency Response Plans;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:**

1. That the Mutual Assistance Agreement between the Municipality of West Grey, the County of Grey, and lower-tier Grey County municipalities, attached hereto as Schedule "A" is hereby approved.
2. That the Mayor and Clerk are hereby authorized to sign and seal the said Agreement.
3. That the Agreement, attached as Schedule "A", hereto forms part of this by-law.
4. That this By-law shall come into full force and effect on the date of passing thereof.

\*\*\*\*\*

Read a first and second time, this 6<sup>th</sup> day of November, 2017.

Read a third time and finally passed, this 6<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Mark Turner, Clerk

**Schedule "A" to By-law Number 101 - 2017**

**MUNICIPALITY OF**



**MUTUAL ASSISTANCE AGREEMENT**

## Mutual Assistance Agreement

This Agreement between and among the

THE CORPORATION OF THE COUNTY OF GREY, THE TOWNSHIP OF GEORGIAN BLUFFS, TOWNSHIP OF SOUTHGATE, TOWNSHIP OF CHATSWORTH, TOWN OF HANOVER, TOWN OF THE BLUE MOUNTAINS, CITY OF OWEN SOUND, MUNICIPALITY OF MEAFORD, MUNICIPALITY OF GREY HIGHLANDS, MUNICIPALITY OF WEST GREY

Hereinafter called the Parties to the Agreement

**WHEREAS** Section 13 (3) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E. 9, as amended (the "*Emergency Management and Civil Protection Act*") authorizes the Council of a municipality to make an agreement with the Council of any other municipality for the provision of any personnel, service, equipment or material during any emergency;

**AND WHEREAS** the municipalities described herein agree to provide mutual assistance to each other during times of emergencies;

**AND WHEREAS** Section 3 of the *Emergency Management and Civil Protection Act*, requires municipalities to have an approved Emergency Response Plan;

**AND WHEREAS** the municipalities named in this agreement have approved Emergency Response Plans;

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

### 1.0 Definitions

In this agreement, unless the context otherwise requires,

- a) **Assisted Municipality** means the municipality receiving assistance pursuant to this Agreement;
- b) **Assisting Municipality** means the municipality providing assistance pursuant to this Agreement;
- c) **Building Official** means a person appointed as a Building Official / Inspector pursuant to the *Building Code Act, 1992*, S.O. 1992, c.23, as amended (the "*Building Code Act*"), for the purpose of enforcing the Building Code Act and Ontario Building Code regulations;
- d) **Chief Administrative Officer (CAO)** means, for all Parties to this Agreement, the Chief Administrative Officer, City Manager, a Co-administrator, or a designated alternate of any of them;

- e) **County Emergency Control Group** means the organizational entity responsible for coordinating assistance by the County to the lower tier municipalities and inter-municipal emergency response activities within the County as needed under a County emergency declaration.
- f) **Emergency, Emergency Area, Emergency Plan** means as defined in the *Emergency Management and Civil Protection Act*;
- g) **Municipal Emergency Control Group** means the organizational entity responsible for coordinating municipal emergency response and recovery activities within its respective municipality;
- h) **Mutual Assistance Agreement** means this Agreement and the attached Schedule(s);
- i) **“OPSS 127”** means the Ontario Provincial Standard Specification 127, which is a schedule of rental rates for construction equipment, including model and specification reference. The rates are hourly unless otherwise stated, and do not include the cost of the operator.
- j) **Requesting Party** means the municipality asking for assistance pursuant to this Agreement;
- k) **Workers** mean collectively employees, contractors, servants and agents employed or hired by a party to this Agreement.

## 2.0 Requesting Assistance

- 2.1 During an emergency, any party to this Agreement may request assistance from another party to this Agreement including, but not limited to, in the form of Building Official personnel, services, equipment and/or material.
- 2.2 Each party hereby authorizes the CAO of the Requesting Party to make the initial request for assistance. Requests to each party shall be made to the CAO of that party, and the CAO of that party is authorized to receive the request and to act on the municipality's behalf for all purposes under this Agreement.
- 2.3 The CAO of the Requesting Party will follow up any oral requests with requests in writing in accordance with Schedule “A” attached hereto within three (3) days of the initial oral request. The request will set out in detail the specific personnel, services, equipment or material that has been requested as assistance. Notwithstanding the requirement for a written request, the Assisting Municipality may provide assistance to the other party upon receipt of the oral request.
- 2.4 The Assisting Municipality shall respond to the request, if possible, within one (1) day, and may at its sole discretion determine the type, scope, nature and amount of assistance it will provide. The Assisting Municipality

shall within three (3) days of receiving the request, confirm in writing to the Requesting Party, the assistance it has agreed to provide or, if applicable, that it will not be providing any assistance.

- 2.5 The parties may 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.
- 2.6 Building Officials providing services to the Assisted Municipality shall be deemed to be temporarily appointed as Building Officials by the Assisted Municipality in accordance with Section 3. (2) of the *Building Code Act* for the duration of the emergency or longer as required as a result of their actions during the emergency in accordance with Section 3.(2) of the *Building Code Act*. The Assisted Municipality shall issue certificates of appointment under section 3(8) of the Building Code Act to any temporarily appointed Building Officials as soon as reasonably practicable following the temporary appointments. Any actions taken by the temporarily appointed Building Officials prior to the issuance of the certificates of appointment shall be deemed to have been made as if the certificates had been issued prior to the actions taken.

### **3.0 Costs & Payment**

- 3.1 The parties agree that any and all actual costs for assistance are to be paid by the Assisted Municipality. Such costs shall include wages, salaries and expenses incurred by the Assisting Municipality while providing the assistance provided said expenses are reasonable in the circumstances.
- 3.2 The Assisted Municipality shall be responsible for providing, if necessary, all food, lodging and accommodation required by the personnel furnished pursuant to this Agreement. Where food and lodging cannot be provided in-kind, the Assisted Municipality shall pay all reasonable costs to personnel for any food and lodging purchased by personnel of the Assisting Municipality.
- 3.3 The Assisted Municipality shall be responsible for reimbursing for all actual operating costs for all personnel, services, equipment, 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 services and material furnished as assistance to the Assisted Municipality under this Agreement. Where there is damage incurred to loaned equipment or vehicles, if the cost to repair the damage exceeds the deductible amount of the owner's policy, the owner's insurance policy is primary, and the under-deductible amount shall be the responsibility of the owner of the equipment.
- 3.4 The Assisting Municipality shall provide to the Assisted Municipality, if practical, an estimate of the cost of providing the assistance. Equipment will be charged out at the then current OPSS 127.

- 3.5 The Assisting Municipality will provide a detailed invoice to the Assisted Municipality for costs incurred for the assistance. Where available, receipts for disbursements shall be forwarded in support of the invoice.
- 3.6 The Assisted Municipality shall remit payment of the amount owing for the assistance provided within ninety (90) days of the date of the invoice from the Assisting Municipality.
- 3.7 Any amount remaining unpaid and outstanding after the ninety (90) day period referred to in sub-section 3.6 of this Agreement shall bear interest at the rate stipulated in the Assisting Municipality's invoice, which rate shall not exceed the Bank of Canada bank rate at the date of the invoice plus two (2%) per cent per annum until paid.
- 3.8 Notwithstanding the above agreed-upon terms of invoicing and payment for assistance provided, there is nothing in this Agreement that prevents the Council of an Assisting Municipality from passing a resolution to waive part or all of the fees associated with having provided the assistance to the Assisted Municipality in a gesture of goodwill. However, it is not an assumption that this shall occur, and the Assisted Municipality should be prepared to pay for all assistance provided to it as per the requests it has made.

#### **4.0 Employment Relationship and Benefits**

- 4.1 Despite the fact that Workers may be assigned to perform duties for the Assisted Municipality, 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 shall not be to be deemed the employer of the Assisting Municipality's employees, agents, 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., C.P.P., and WSIB.

#### **5.0 Liaison and Supervision**

- 5.1 The Assisting Municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent of the Assisting Municipality to the Municipal Emergency Control Group of the Assisted Municipality to act as a Liaison Officer. 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*, R.S.O. 1990, c. M.56, as amended (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. Every Assisting Municipality, and every party that is not an Assisting Municipality, shall keep confidential and not disclose to any non-party any information concerning the Emergency or the assistance provided without the prior consent of the Assisted Municipality, except as may be required by law.

5.2 Every Assisting Municipality shall remain responsible for supervision of its personnel and equipment, and shall ensure that supervisory personnel are available, either on or off-site, at all times, for consultation with its personnel.

5.3 Every Assisting Municipality shall assign its personnel to perform tasks within the limits of their equipment and training as directed by the Municipal Emergency Control Group of the Assisted Municipality, and shall ensure that any assistance it provides is in accordance with the instructions of the Municipal Emergency Control Group.

## **6.0 Information Sharing & Personal Information**

6.1 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.

6.2 Section 6.1 shall not require any party to provide personal information, as defined in the *Municipal Freedom of Information and Protection of Privacy Act*.

6.3 The parties agree to comply with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* in respect of all personal information.

6.4 Without limiting 6.3, if any personal information is shared between the parties pursuant to this Agreement, or in relation to the matters set out in this Agreement, the receiving party shall:

- a) use the information only for the purposes specifically indicated by the providing party;
- b) not disclose such information except in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* and with any other applicable legislation, or as may be otherwise required by law from time to time; and
- c) notify the party providing the information immediately if it becomes aware of any disclosure of the personal information contrary to the provisions of this Agreement, the *Municipal Freedom of Information and Protection of Privacy Act* or any other applicable legislation

## **7.0 Indemnity**

- 7.1 The Assisted Municipality shall indemnify and save harmless the Assisting Municipality, its elects, appointees, officials, employees, and agents from and against 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, including, without limitation, any losses sustained by the Assisting Municipality as a result of any costs or damages incurred by a local board of the Assisting Municipality, or the elects, appointees, officials, employees or agents of such local board (collectively, "Losses"), except to the extent that such Losses arise from the negligence of the Assisting Municipality or its local board, or the elects, appointees, officials, employees or agents of either of them.

## **8.0 Insurance and Limitations**

- 8.1 The parties shall, during the term of this Agreement, maintain sufficient insurance, providing for, without limitation, coverage for personal and bodily injury, public liability and property damage, to cover their respective obligations under this agreement and shall provide a Certificate of Insurance annually as evidence of the same to all other parties.

### **Municipal Liability**

Specifically, all Parties shall, each at their own expense, obtain and keep in force Municipal Liability Insurance underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a. A limit of liability of not less than \$15,000,000/occurrence, which limit may be achieved by way of a combination of primary and excess and/or umbrella policies;
- b. Each party shall add the other parties as an additional insured;
- c. The policy shall contain a provision for cross liability in respect of the named insured and severability of interests;
- d. Non-owned automobile coverage with a limit of at least \$5,000,000 including SEF 96 (contractual liability);
- e. Products and completed operations with a limit of not less than \$15,000,000; and
- f. That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage's shall be given in writing to the other parties.

If any party is self insured, it shall provide evidence that is satisfactory to the other parties that the Municipality is and shall be at all times, in a position to satisfy its monetary obligations arising from liability under this agreement.

### **Automobile Insurance**



Automobile Liability insurance for an amount not less than \$5,000,000, which limits may be achieved by way of a combination of primary and excess and/or umbrella policies, on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

- 8.2 The parties agree that Section 8.1 shall be subject to review from time to time in respect of changes deemed appropriate based on the current recommended industry limits and coverage.
- 8.3 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.
- 8.4 Notwithstanding anything contained herein, no liability shall attach or accrue to the Assisting Municipality for any reason whatsoever, for failing to respond to a request for assistance made under this Agreement.
- 8.5 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.
- 8.6 Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, through its CAO, from withdrawing any or all assistance provided to the Assisted Municipality immediately upon giving written or verbal notice to the Assisted Municipality.
- 8.7 Without limiting 8.5, upon verbally notifying the Assisted Municipality through its supervisory personnel, the Worker(s) of any Assisting Municipality may refuse to carry out any work, if it is believed by the Worker(s) involved that it will be unsafe to do so. During any time, while a Worker(s) of an Assisting Municipality is attempting to contact supervisory personnel on such a matter, the Worker(s) is not required to carry out the work and shall refuse the unsafe work in accordance with the Occupational Health and Safety Act of Ontario.
- 8.8 Should an Assisting Municipality exercise its option under either 8.5 or 8.6, the services to be provided by that party shall be diminished accordingly, and the Assisted Municipality shall notify any other Assisting Municipalities as soon as practicable.
- 8.9 The Assisted Municipality may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Municipality of this verbally and shall confirm in writing. Upon receipt of such verbal or written notification, the Assisting Municipality shall terminate the provision of all such assistance.

**9.0 Termination**

9.1 Any party may terminate its participation in this Agreement upon written notice to all other parties.

**10.0 Notice**

10.1 Unless otherwise provided in this Agreement or advised in writing by the party, written notice given pursuant to this Agreement shall be addressed to:

Clerk of the County of Grey  
595 9<sup>th</sup> Ave E  
Owen Sound, ON N4K 3E3

Clerk of the Township of Georgian Bluffs  
177964 Grey Road 18  
R. R. #3  
Owen Sound, ON N4K 5N5

Clerk of the Township of Southgate  
185667 Grey Road 9  
R. R. #1  
Dundalk, ON N0C 1B0

Clerk of the Township of Chatsworth  
316827 Hwy 6  
R. R. #1  
Chatsworth, ON N0H 1G0

Clerk of the Town of Hanover  
341 10<sup>th</sup> Street  
Hanover, ON N4N 1P5

Clerk of the Town of The Blue Mountains  
32 Mill Street  
Box 310  
Thornbury, ON N0H 2P0

Clerk of the City of Owen Sound  
808 2<sup>nd</sup> Ave E  
Owen Sound, ON N4K 5N5

Clerk of the Municipality of Meaford  
21 Trowbridge St. W.  
Meaford, ON N4L 1A1

Clerk of the Municipality of Grey Highlands  
206 Toronto St. S.  
Unit 1, Box 409  
Markdale, ON N0C 1H0

Clerk of the Municipality of West Grey  
402813 Grey Road 4  
R. R. #4  
Durham, ON N0G 1R0

## **11.0 Rights and Remedies**

- 11.1 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.

## **12.0 Entire Agreement and Miscellaneous**

- 12.1 Except as may otherwise be stated herein, this Agreement and the attached Schedule(s), constitutes the entire Agreement of the parties and supersedes any other understanding or agreement, written or verbal, otherwise existing between the parties regarding the provision of mutual assistance to each other during times of emergencies. Should any provision of this Agreement be declared null and void or inoperative, the remainder of the Agreement will remain in full force and effect
- 12.2 This Agreement shall enure to the benefit of, and be binding upon the parties and their respective successors, administrators and assigns.
- 12.3 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.
- 12.4 The parties agree that Sections 7 and 11 of this Agreement shall survive and remain in force notwithstanding the termination by any party of its participation in this Agreement in respect of any matter occurring prior to the termination by such party of its participation herein.
- 12.5 The parties hereto acknowledge and agree that this Agreement does not apply to the services covered under any Mutual Aid Plan or agreement developed under the authority of the *Fire Protection and Prevention Act, 1997, S.O. 1997, c.4*, as amended, or the direction of the Ontario Fire Marshal, to facilitate provision of fire protection services.
- 12.6 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.
- 12.7 This Agreement shall be governed by the laws of the Province of Ontario and Canada.

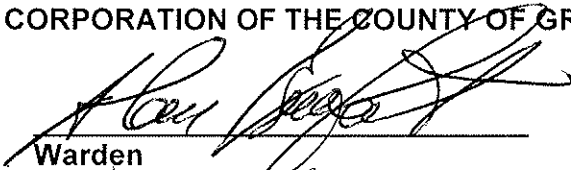
12.8 This Agreement may be executed in counterparts and, in the event that the Agreement is not signed by a party/parties or is terminated by a party/parties pursuant to Section 9.1, the Agreement shall remain binding between the remaining parties to this Agreement.


**13.0 Arbitration**

13.1 The parties hereby agree that in the event of any dispute arising under or pursuant to this Agreement and which dispute cannot be resolved by the mutual agreement of the affected CAOs, the dispute shall be referred to the respective heads of Council of the parties for resolution. In the event that the heads of Council cannot resolve the dispute, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O., 1990, c. M. 48, as amended, and the decision rendered in respect of the proceedings shall be final and binding upon the parties to this Agreement.

**IN WITNESS WHEREOF** the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

**THE CORPORATION OF THE COUNTY OF GREY**

Per:   
Warden

Per:   
Clerk

Dated: November 9, 2017

**THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

Per: \_\_\_\_\_  
**Mayor**

Per: \_\_\_\_\_  
**Clerk**

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

Per: \_\_\_\_\_  
**Mayor**

Per: \_\_\_\_\_  
**Clerk**

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWN OF HANOVER**

Per: \_\_\_\_\_  
**Mayor**

Per: \_\_\_\_\_  
**Clerk**

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**

Per: \_\_\_\_\_  
**Mayor**

Per: \_\_\_\_\_  
**Clerk**

Dated: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF OWEN SOUND**

Per: \_\_\_\_\_

**Mayor**

Per: \_\_\_\_\_  
**Clerk**

Dated: \_\_\_\_\_.

**THE CORPORATION OF THE MUNICIPALITY OF MEAFORD**

Per: \_\_\_\_\_  
**Mayor**

Per: \_\_\_\_\_  
**Clerk**

Dated: \_\_\_\_\_

**THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS**

Per: \_\_\_\_\_  
**Mayor**

Per: \_\_\_\_\_  
**Clerk**

Dated: \_\_\_\_\_

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

Per: Kevin Eccles  
**Mayor**

Per: [Signature]  
**Clerk**

Dated: November 6, 2017

**Schedule "A"**  
**Mutual Assistance Agreement between**

The \_\_\_\_\_ and the  
\_\_\_\_\_

I, \_\_\_\_\_, CAO/Designated  
Official of \_\_\_\_\_, duly authorized to do so by the  
Council of \_\_\_\_\_, do hereby request of The  
\_\_\_\_\_ 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 \_\_\_\_\_ (date)  
and, which assistance the \_\_\_\_\_ has agreed to provide.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2 \_\_\_\_\_.

\_\_\_\_\_  
Clerk,