

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2017 - 55

Being a By-law to authorize the execution of a mutual assistance agreement for emergency management purposes.

WHEREAS Section 13.(3) of the *Emergency Management and Civil Protection 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 assistance to each other through the provision of personnel, services, equipment or material to one or the other within the meaning of the Emergency Management and Civil Protection Act;

AND WHEREAS the parties have Emergency Plans pursuant to the Emergency Management and Civil Protection Act;

AND WHEREAS Council deems it desirous to enter into a Mutual Assistance Agreement with The Corporations of the Township of Perry, Township of Ryerson, Village of Burk's Falls, Town of Kearney, Municipality of Magnetawan and Township of McMurrich/Monteith, for mutual assistance through the provision of personnel, services, equipment or material to one or the other;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized and directed to execute on behalf of the Municipal Corporation and under Seal of The Corporation, the Mutual Assistance Agreement between The Corporations of the Municipality of Magnetawan, Township of Armour, Township of Perry, Township of Ryerson, Village of Burk's Falls, Town of Kearney, and Township of McMurrich/Monteith, hereto attached as Schedule "A" forming part of this By-law.
2. **THAT** this by-law shall come into force and take effect on the final day of passing thereof.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 13th day of December, 2017

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



Clerk-Administrator

Council MTG. of Dec 13/17

Agenda Item # 8.1.

SCHEDULE "A" MUTUAL ASSISTANCE AGREEMENT

made this _____ day of _____, 2017

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

And

THE MUNICIPAL CORPORATION OF THE VILLAGE OF BURK'S FALLS

And

THE MUNICIPAL CORPORATION OF THE TOWN OF KEARNEY

And

THE MUNICIPAL CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

And

THE MUNICIPAL CORPORATION OF THE MCMURRICH/MONTEITH

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF PERRY

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON

(hereinafter called the "parties" to the agreement)

WHEREAS Subsection 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. Definitions

1.1. In this agreement, unless the context otherwise requires:

- 1.1.1. "Assisted Municipality" means the municipality receiving assistance from a party to this agreement, pursuant to this Agreement;
- 1.1.2. "Assisting Municipality" means the municipality providing assistance to a party to this Agreement, pursuant to this Agreement;
- 1.1.3. "Agreement" means this Mutual Assistance Agreement and the attached Schedule(s) which embody the entire Agreement;

- 1.1.4. "Clerk Administrator" means for all parties to this Agreement the Clerk Administrator or a designated alternate of the Clerk Administrator;
- 1.1.5. "Emergency", "Emergency Area" and "Emergency Plan" means as defined in the Emergency Management and Civil Protection;
- 1.1.6. "Municipal Emergency Control Group" means the persons or persons responsible for coordinating municipal emergency response and recovery activities within their respective municipality;
- 1.1.7. "Mutual Assistance Agreement" means this agreement and the attached Schedules;
- 1.1.8. "Requested Party" means the municipality providing assistance to a party to this agreement, pursuant to this agreement;
- 1.1.9. "Requesting Party" means the municipality asking for assistance from another party to this agreement, pursuant to this Agreement;
- 1.1.10. "Workers" means collectively, employees, contractors, servants and agents employed or hired by a party to this agreement.

2. Requesting Assistance

- 2.1. During an emergency, any party may request assistance from any of the other parties in accordance with clause 2.2 hereof and such request may include specialized personnel, service, equipment and/or material.
- 2.2. Each party hereby authorizes the Clerk Administrator of the Requesting Party to make the initial request for assistance. Requests to each party shall be made to the Clerk Administrator of that party, and the Clerk Administrator 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 Clerk Administrator of the Requesting Party will follow up any verbal requests with a request in writing in accordance with Schedule "B" attached hereto within three (3) days of the initial verbal request setting 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 verbal 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.

3. Costs and 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, lodgings 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 a reasonable per diem to personnel for any food and lodging purchased by the per diem rate that the Assisted Municipality pays to its own employees as a matter of policy or agreement.
- 3.3. The Assisted Municipality shall be responsible for all actual operating costs for all personnel, services, equipment, or material furnished, including, but not limited to, costs of fuel, minor 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 the Agreement. The Assisted Municipality shall be responsible for the reasonable cost of repairing or replacing equipment or material furnished by the Assisting Municipality if damaged beyond repair.
- 3.4. The Assisting Municipality shall provide to the Assisted Municipality, if practical, an estimate of the cost of providing the assistance.
- 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 Assisting 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.
- 3.7. Any amount remaining unpaid and outstanding after the said ninety (90) day period shall bear interest at the rate stipulated in the Assisting Municipality's invoice, said 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.

4. Employment Relationship and Benefits

- 4.1. Despite the fact that workers may be assigned to perform duties for the Assisted Municipality, in all 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. The parties acknowledge and agree that the Assisted Municipality shall not be deemed the employer of the Assisting Municipality's Worker's, 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 Employment Insurance, Canada Pension Plan and/or Workplace Safety Insurance Board.

5. 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 (the "Liaison Officer") of the Assisting Municipality to the Municipal Emergency Control Group of the Assisted Municipality. The parties acknowledge that the purpose of the Liaison Officer shall be to facilitate communication between the Assisted and Assisting Municipality. 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 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. Information Sharing

- 6.1. If requested, each party shall respond to another 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. Personal Information
 - 6.2.1. 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.
 - 6.2.2. 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.
 - 6.2.3. Without limiting (b), if any personal information is shared between the parties pursuant to this Agreement, or in relation to matters set out in this Agreement, the receiving party shall:
 - i. Use the information only for the purposes specifically indicated by the providing party;
 - ii. 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
 - iii. 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. Insurance and Limitations

- 7.1. 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 authorized by law to carry on business in the Province of Ontario, provided for, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:
 - 7.2. Have inclusive limits of not less than five Million Dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
 - 7.3. Contain a cross-liability clause endorsement and severability of interests clause of standard working;
 - 7.4. Name the other parties 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
 - 7.5. Include a Non-Owned Automobile endorsement.

- 7.6. During the term of this Agreement, each party shall obtain and maintain in full force and effect, automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.
- 7.7. 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.
- 7.8. Notwithstanding anything contained herein, no liability shall attach or accrue to the Assisting Municipality for any reason whatsoever, for failing to provide or continue to provide any assistance under this Agreement.
- 7.9. 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.
- 7.10. Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, through its Clerk Administrator, from withdrawing any or all assistance provided to the Assisted Municipality, immediately upon giving written or verbal notice to the Assisted Municipality.
- 7.11. Upon verbally notifying the Assisted Municipality, any Assisting Municipality, through its supervisory personnel, may refuse to carry out any work, in whole or in part, or to take any step with which it disagrees. During any time while a Worker of an Assisting Municipality is attempting to contact supervisory personnel on such a matter, the Worker is not required to carry out the work or take the steps with which he or she disagrees.
- 7.12. Should an Assisting Municipality exercise its options, 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.
- 7.13. 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.

8. Indemnity

- 8.1. The Assisted Municipality shall indemnify and save harmless the Assisting Municipality, its elects, appointees, officials, employees, and agents 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, 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.

9. Termination

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

10. 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:

In the Case of notice to the Township of Perry, to:

The Clerk-Administrator
The Township of Perry
P.O. Box 70
90 Old Government Road
Emsdale, Ontario
P0A 1J0
Fax: (705) 636-5759

In the Case of notice to the Township of Armour, to:

The Clerk-Administrator
The Township of Armour
P.O. Box 533
56 Ontario Street
Burk's Falls, Ontario
P0A 1C0
Fax: (705) 382-2068

In the Case of notice to the Township of Ryerson, to:

The Clerk-Administrator
The Township of Ryerson
R.R. #1
Burk's Falls, Ontario
P0A 1C0
Fax: (705) 382-3286

In the Case of notice to the Village of Burk's Falls, to:

The Clerk-Administrator
The Village of Burk's Falls
P.O. Box 170
172 Ontario Street
Burk's Falls, Ontario
P0A 1C0
Fax: (705) 382-2273

In the Case of notice to the Town of Kearney, to:

The Clerk-Administrator
The Town of Kearney
P.O. Box 38
8 Main Street
Kearney, Ontario
P0A 1M0
Fax: (705) 636-0527

In the Case of notice to the Municipality of Magnetawan, to:

The Clerk-Administrator
The Municipality of Magnetawan
P.O. Box 70
4304 Hwy #520
Magnetawan, Ontario
P0A 1P0
Fax: (705) 387-4875

In the Case of notice to the Township of McMurrich/Monteith, to:

The Clerk-Administrator
The Township of McMurrich/Monteith
P.O. Box 70
31 William Street
Sprucedale, Ontario
P0A 1Y0
Fax: (705) 685-7901

11. 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. Entire Agreement and Miscellaneous

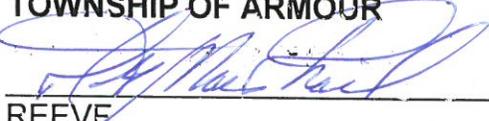
- 12.1. Except as may otherwise be stated herein, this Agreement and the attached Schedule "B", constitutes the entire Agreement of the parties and supersede any and all prior understandings or agreements, written or verbal, otherwise existing between the parties. Should any provision of this Agreement be declared null and void or inoperative, the remainder of the Agreement will remain in full force and effect.
- 12.2. This Agreement shall ensure to the benefit of, and be binding upon the parties and their respective successors 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 8 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 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 participate in 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.

13. 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 Clerk Administrators, 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.

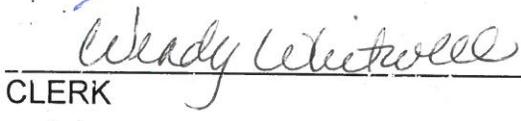
IN WITNESS WHEREOF the said Municipal Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

TOWNSHIP OF ARMOUR



REEVE

This _____ day of December, 2017



CLERK

TOWNSHIP OF PERRY

REEVE

This _____ day of December, 2017

CLERK

TOWNSHIP OF RYERSON

REEVE

This _____ day of December, 2017

CLERK

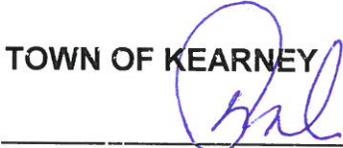
VILLAGE OF BURK'S FALLS

REEVE

This _____ day of December, 2017

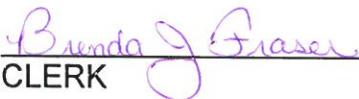
CLERK

TOWN OF KEARNEY



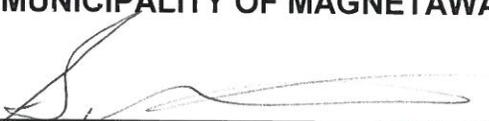
REEVE

This 8th day of December, 2017



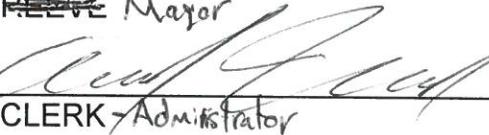
CLERK

MUNICIPALITY OF MAGNETAWAN



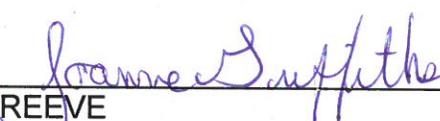
REEVE Mayor

This _____ day of December, 2017



CLERK Administrator

TOWNSHIP OF MCMURRICH/MONTEITH



REEVE

This 4 day of December, 2017



CLERK

SCHEDULE "B" MUTUAL ASSISTANCE AGREEMENT

I, _____, Clerk-Administrator/Alternate of
_____, duly authorized to do so by the
Council of _____, do hereby request the
_____, to provide assistance in the form of:

- PERSONNEL
- SERVICES
- EQUIPMENT
- MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAILS AS FOLLOWS:

The above confirms the assistance verbally requested on _____

And which assistance _____ has agreed to provide.

Dated at _____ on this day of _____, 2017

CLERK

ASSISTED MUNICIPALITY

Confirmed at _____ this _____ day of _____, 2017

CLERK

ASSISTING MUNICIPALITY

