

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2012- 24

The Council of the Corporation of the Municipality of Magnetawan in accordance with the provisions of the Emergency Management and Civil Protection Act, R.S.O.,1990, c. E.9, hereby enacts as follows:

1. That the Mutual Assistance agreement being the attached Appendix 'A' is hereby adopted.
2. That the Mayor and the Clerk be authorized to execute the agreement on behalf of the municipal corporation.
3. That this by-law shall come into effect on the day of adoption.

BY-LAW read a first, second and third time and finally adopted this 24th day of October 2012.



Mayor



Clerk

Appendix 'A' to by-law no. 2012-24

THIS MUTUAL ASSISTANCE AGREEMENT made this _____

Day of _____, 2012.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PERRY

And

THE CORPORATION OF THE TOWNSHIP OF ARMOUR

And

THE CORPORATION OF THE TOWNSHIP OF RYERSON

And

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS

And

THE CORPORATION OF THE TOWN OF KEARNEY

And

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

And

THE CORPORATON OF THE TOWNSHIP OF MCMURRICH/MONTEITH

(collectively, the "parties")

Whereas Section 13. (3) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, C.E.9. (The "Emergency Management and Civil Protection Act") provides that the council of a municipality may make an agreement with the council of 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 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 each of the parties has an emergency plan pursuant to the *Emergency Management and Civil Protection 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 meaning as in the *Emergency Management and Civil Protection Act*;
- 1.1.4 "Agreement" means this Mutual Assistance Agreement and the attached Schedule(s) which embody the entire Agreement;
- 1.1.5 "Requested Party" means the municipality being asked for aid, assistance or both pursuant to this Agreement;
- 1.1.6 "Requesting Party" means the municipality asking for aid, assistance or both pursuant to this Agreement;
- 1.1.7 "Emergency Control Group" means the organizational entity, as defined in their respective Emergency Plans, responsible for directing and controlling the Assisted Municipality's responsibility to an Emergency.

2. Role of Minister of Community Safety Correction Services

2.1 The parties acknowledge that pursuant to the *Emergency Management and Civil Protection 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 Requesting Party also agrees to notify as soon as reasonably practicable, Emergency Management Ontario ("EMO"), of the Ministry of Community Safety and Correctional Services 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/Clerk, or such other senior officer of the party as the Chief Administrative Officer/Clerk has designated (hereinafter "CAO/Clerk"), to request assistance, to accept requests for assistance, to offer to provide

assistance, or to accept offers 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 any other party.
- 4.2 The request for assistance shall be made by the CAO/Clerk of the Requesting Party to the CAO/Clerk of the Requested Party. The CAO/Clerk may make the initial request for assistance orally; however, a written request should follow as soon as reasonably practicable. The Requested Party may request such reasonable 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.
- 4.3 The Requested Party shall respond to the request within one (1) day, and may in its sole discretion determine the type and scope, nature and amount of assistance, if any, it will provide. The Requested Party may respond to the request orally however a written response should follow as soon as reasonably practicable. (See Section 4.5)
- 4.4 The agreement to provide assistance shall be confirmed in writing as soon as reasonably practicable using the form set out in Schedule "A" attached hereto. The CAO/Clerk of the Requesting Party shall complete, sign and forward the form to the CAO/Clerk of the Requested Party, who shall then return a signed copy. The written confirmation 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.
- 4.5 The parties may by mutual agreement amend 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 parties using the form set out in Schedule "A" attached hereto 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 alternative suggestions to the assistance that has been requested.

- 5.2 No liability shall arise against the Requested Party 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 being provided to the Assisted Municipality. Any withdrawal of assistance by the Assisting Municipality shall only be made upon twenty-four (24) hours' notice to the Assisted Municipality, unless the Assisting Municipality is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Municipality immediately without notice.
- 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, Termination and Withdrawal

- 6.1 This Agreement shall be in effect for a period of five (5) years from the date on which the last party signs the Agreement unless renewed in writing before then.
- 6.2 Despite any other section of this Agreement, any party may withdraw from and terminate its participation in this Agreement upon sixty (60) days' written notice to the other parties. The effective date of any such withdrawal and termination shall be the end of the notice period. In the event of the withdrawal and termination of any party, this Agreement shall survive and continue among the remaining parties.

7. Costs

- 7.1 The parties agree that any and all direct and indirect costs for assistance are to be paid for by the Assisted Municipality. Such costs shall include all wages, salaries, overtime, shift premium, and similar charges and expenses incurred in providing the assistance including those wages, salaries, overtime and shift premium charges incurred resulting from staffing requirements in its home jurisdiction during the period of the assistance, providing all such costs are reasonable in the circumstances. In addition a flat 10% surcharge of actual wages will be used to offset the costs of benefits.
- 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 this 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 Payment by the Assisted Municipality 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 sufficient detail 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 thirty (30) days of the receipt of the Assisting Municipality's invoice.

8.3 Any amount remaining unpaid and outstanding after the thirty (30) day period referred to in sub-section 8.2 of this Agreement shall bear interest at the rate of 1% per month.

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 for the Assisted Municipality, and the fact 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 employee of the Assisting Municipality's employees, agents, or contractors or servants, under any circumstances or for any purposes whatsoever. The Assisting Municipality shall remain responsible for all statutorily required deductions, contributions and/or payments, such as E.I., CPP, etc.

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, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of assistance provided pursuant to this Agreement. The indemnity herein provided shall include

all costs, including, but not limited to duties, dues, accounts, demands, penalties, fines and fees.

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 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:

- 11.1.1 have inclusive limits of not less than five Million Dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
 - 11.1.2 contain a cross-liability clause endorsement and severability of interests clause of standard working;
 - 11.1.3 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
 - 11.1.4 Include a Non-Owned Automobile endorsement.
- 11.2 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.
- 11.3 Upon the request of any other party, each party shall provide proof of insurance in a form satisfactory to the requesting party's CAO/Clerk.
- 11.4 In the case of any conflict between the provisions of this document and any other provisions speaking to contractual indemnity or insurance clauses, the provisions of this Agreement will govern.

12. Collective Agreements

- 12.1 Each Party agrees to review the provisions of this Agreement with its appropriate local bargaining units for the purpose of seeking amendments to local agreements, if necessary, to reflect the terms of this Agreement. Each party further agrees to advise the other party as soon as practicable if it becomes aware of any impediments or obstacles to meeting its obligations under this Agreement imposed by its local agreements.

13. Liaison and Supervision

13.1 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 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 role 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 provision of assistance and the Emergency. The Assisting Municipality shall keep confidential and not disclose any information concerning the Emergency or the assistance provided, without the prior written consent of the Assisted Municipality, except as may be legally required.

13.2 The Assisting Municipality shall assign its personnel to perform tasks as requested 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.

14. Information Sharing

14.1 If requested, and subject to the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, 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.

15. Food and Lodging

15.1 For the duration of the assistance provided under this Agreement, the Assisted Municipality shall be responsible for providing all food, lodging and accommodations that are 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 personnel of the Assisting Municipality. The *per diem* shall be no less than the Assisted Municipality pays to its own employees as a matter of policy or agreement.

16. Notice

16.1 Any written notice to be given pursuant to this Agreement shall be addressed.

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

The Chief Administrative Officer/Clerk
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 Chief Administrative Officer/Clerk
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 Chief Administrative Officer/Clerk
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 Chief Administrative Officer/Clerk
The Village of Burk's Falls
P.O. Box 160
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 Chief Administrative Officer/Clerk
The Town of Kearney
P.O. Box 38
8 Main Street
Kearney, Ontario P0A 1M0
Fax: (705) 636-0527

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

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

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

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

- 16.2 If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the receipt of the fax is confirmed; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.
- 16.3 Any notice given shall be sufficiently given if signed by the CAO/Clerk or by a person authorized by or acting under the direction or control of the CAO/Clerk.
17. Rights and Remedies
- 17.1 Nothing contained in the 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.
18. Binding Effect
- 18.1 This Agreement shall endure to the benefit of, and be binding upon the parties and their respective successors, administrators and assigns.
- 18.2 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.
19. Incorporation of Schedules
- 19.1 This Agreement and the attached Schedule "A: embody the entire Agreement
20. Provisions Surviving Termination
- 20.1 Sections 2, 5.2, 7, 8, 9, 10, 11, 16, 17, 20, 21, and 22 of this Agreement shall survive termination of this Agreement.
21. Governing Law
- 21.1 The parties agree to be governed by the laws of the Province of Ontario and Canada.
22. Arbitration
- 22.1 The parties herein 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' CAO/Clerks, the CAO/Clerks shall refer the dispute to the respective Heads of Council of the parties for resolution. In the event that the Heads 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.

TOWNSHIP OF PERRY

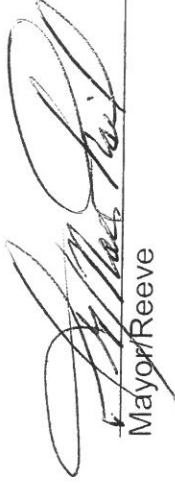
This ____ day of _____, 2012

Mayor/Reeve

Chief Administrative Officer/Clerk

TOWNSHIP OF ARMOUR

This 25 day of SEPTEMBER, 2012



Mayor/Reeve

Wendy Lovatwell

Chief Administrative Officer/Clerk

TOWNSHIP OF RYERSON

This 2 day of October, 2012



Mayor/Reeve

Judy Kosow

Chief Administrative Officer/Clerk

VILLAGE OF BURK'S FALLS

This 12th day of September, 2012

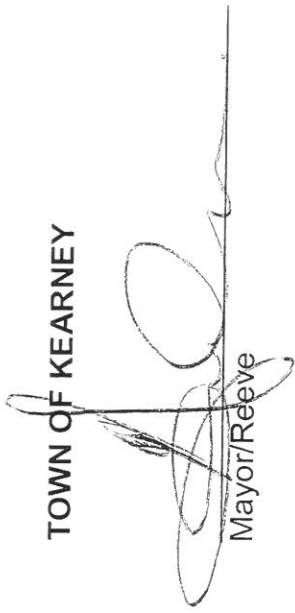
Mayor/Reeve

Kim Dunnett

Chief Administrative Officer/Clerk

This 17th day of August, 2012

TOWN OF KEARNEY



Mayor/Reeve



Chief Administrative Officer/Clerk

MUNICIPALITY OF MAGNETAWAN

This 24th day of October, 2012

Mayor/Reeve

Chief Administrative Officer/Clerk

TOWNSHIP OF
MCMURRICH/MONTEITH

This 3 day of July, 2012

Mayor/Reeve



Clerk/Treasurer

Schedule "A"

Mutual Assistance Agreement

I, _____, Chief Administrative Officer/Clerk/Designated Official of _____, duly authorized to do so by the Council of _____, do hereby confirm my request of _____, 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 _____ has agreed to provide.

Dated at _____ this _____ day of _____, 2012.

Chief Administrative Officer/Clerk

(Assisted Municipality)

Confirmed at _____ this _____ day of _____, 2012.

Chief Administrative Officer/Clerk

(Assisting Municipality)