CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 98-2019

Being a by-law to authorize the Mayor and Clerk to execute and Affix the Corporate Seal to a Mutual Assistance Agreement between the Municipality of Morris-Turnberry, County of Huron, Township of Howick, Township of North Huron, Municipality of Central Huron, Township of Ashfield-Colborne-Wawanosh Town of Goderich, Municipality of Bluewater, Municipality of South Huron and Municipality of Huron East.

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 the council of any other municipality or with any person for the provision of any personnel, service, equipment or material during an emergency.

WHEREAS the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to execute an agreement with the County of Huron, Township of Howick, Township of North Huron, Municipality of Central Huron, Township of Ashfield-Colborne-Wawanosh Town of Goderich, Municipality of Bluewater, Municipality of South Huron and Municipality of Huron East for the provision of personnel, service, equipment or material during an emergency;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry ENACTS as follows:

1. That the Mutual Assistance Agreement, attached and forming part of this by-law, is hereby adopted;

2. That the Mayor and Clerk are authorized and directed to execute the County of Huron Mutual Assistance Agreement and to affix thereto the Seal of the Corporation;

3. That By-law 10-2007 is hereby repealed.

1. That this by-law shall come into force immediately upon its passing.

Read a FIRST and SECOND time this 19th day of November 2019

Read a THIRD time and FINALLY PASSED this 19th day of November 2019

[Signature]
Mayor, Jamie Hefter

[Signature]
Clerk, Trevor Hallam
MUTUAL ASSISTANCE AGREEMENT

MADE THIS day of , 2019.

AMONG:

THE CORPORATION OF THE COUNTY OF HURON (the “County”) OF THE FIRST PART

and

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH (“ACW”) OF THE SECOND PART

and

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON (“North Huron”) OF THE THIRD PART

and


and

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST (“Huron East”) OF THE FIFTH PART

and

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL HURON (“Central Huron”) OF THE SIXTH PART

and

THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER (“Bluewater”) OF THE SEVENTH PART

and

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON (“South Huron”) OF THE EIGHTH PART

and

THE CORPORATION OF THE TOWNSHIP OF HOWICK (“Howick”) OF THE NINTH PART

and

THE CORPORATION OF THE TOWN OF GODERICH (the “Town”) OF THE TENTH PART

(each a “Party”, and collectively, the “Parties”)

WHEREAS the Emergency Management and Civil Protection Act, RSO 1990, Section 13(3), authorizes the Council of a municipality or county to make an agreement with another municipality or county 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 another within the meaning of the Emergency Management & Civil Protection Act;

AND WHEREAS the Parties have Emergency Plan pursuant to Section 3 of the Emergency Management & Civil Protection Act;

AND WHEREAS the Parties previously agreed on the necessity and desirability of entering into an agreement for the provision of mutual assistance to deal with emergencies, such Mutual Assistance Agreement being entered into on July 4, 2007 (the "Previous Agreement");

AND WHEREAS the Parties previously agreed to joint action for emergency management through the formation of an organization known as the County of Huron Emergency Management Committee which the Parties wish to continue on certain terms;

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 or County receiving aid or assistance pursuant to this Agreement;

1.1.2. "Assisting Municipality" means the municipality or County providing aid or assistance pursuant to this Agreement;


1.1.4. "Emergency", "Emergency Area" and "Emergency Plan" shall have the same meanings as in the Emergency Management & Civil Protection Act;

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

1.1.6. "Mutual Assistance Agreement" means this Agreement and the attached Schedule(s) which embody the entire Agreement between the Parties;

1.1.7. "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;

1.1.8. "Requesting Party" means the municipality or County asking for aid, assistance, or both pursuant to this Agreement; and
1.1.9. "Workers" mean collectively employees, contractors, servants, and agents employed or hired by a Party to this Agreement.

2. ROLE OF THE SOLICITOR GENERAL

2.1. The Parties acknowledge that pursuant to the Emergency Management & Civil Protection Act (the "Act"), the Ministry of the Solicitor General for the Province of Ontario, through Emergency Management Ontario (EMO) is responsible for the administration of the Act and is the principal contact for all Emergencies.

2.2. The Parties further agree that the Ministry of the Solicitor General should be notified in writing of any request made under this Agreement. As soon as reasonably practicable, the Requesting Party agrees to notify Emergency Management Ontario (EMO), Ministry of the Solicitor General 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 (hereinafter "CAO"), or such other senior officer of the Party as the Party has designated by by-law to request assistance, accept offers to provide, or to offer to provide assistance pursuant to this Agreement on behalf of that Party. The CAO of the Assisting Party is authorized to receive the request and to act on the municipality’s behalf for all purposes under this Agreement.

4. REQUESTS FOR ASSISTANCE

4.1. In an Emergency, any Party to this Agreement may request assistance from another Party to this Agreement including, but not limited to, qualified personnel (i.e. Building Official personnel, administrative personnel, operators), services, equipment and/or material.

4.2. The request for assistance shall be made by the CAO of the Requesting Party to the CAO 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. Notwithstanding the requirement for a written 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 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.

4.4. The Assisting Municipality shall respond to the request, if possible, within 1 day, and may in its sole discretion determine the type and 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.

4.6. 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.

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. 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.

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. Any withdrawal of assistance by the Assisting Municipality shall be made only upon at least forty-eight (48) hours' notice to the Assisted Municipality, unless the Assisted 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 without notice.

5.5. Without limiting 5.3 above, 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.

5.6. Should an Assisting Municipality exercise its option under either 5.3 or 5.4, 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.

5.7. 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. Upon receipt of such verbal or written notification, the Assisting Municipality shall terminate the provision of all such assistance.

6. ACTIVATION OF COUNTY EOC

6.1. Where any Emergency or threat extends to three (3) or more Parties, the County of Huron shall activate the County EOC and, for the duration of the operations, assume acquisition and direction of equipment and human resources contributed by other Parties.

7. TERM AND TERMINATION

7.1. This Agreement shall be in effect from the date on which the last Party signs the Agreement.

7.2. This Agreement shall be reviewed yearly thereafter by each Party. At the time of review, changes or additions may be introduced by way of Addendum which shall become part of the Agreement upon ratification and signature by all Parties.

7.3. Despite any other section of this Agreement, any Party may withdraw from this Agreement upon at least sixty (60) days’ written notice to each other Party. After the withdrawal of any Party, this Agreement shall continue in full force and effect among the remaining Parties.

8. COSTS and PAYMENT

8.1. The Parties agree that any and all direct and indirect costs for assistance are to be paid by the Assisted Municipalities. The Assisted Municipality shall be responsible to pay for any and all actual costs incurred by the Assisting Municipality in providing the assistance. Such costs shall include: all wages, salaries, overtime, shift premium, and similar charges and expenses incurred in providing the assistance providing all such costs are reasonable in the circumstances. However, such costs shall not include the Assisting Municipality’s cost of employment benefits which includes, for the purposes of this Agreement, Canada Pension Plan, Employment Insurance, OMERS contributions, and/or contributions made to life insurance, health, dental, and/or disability plans or policies.

8.2. 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. 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.

8.3. If necessary, for the duration of the assistance provided under this Agreement, the Assisted Municipality shall be responsible for providing all food, lodging and accommodation reasonably 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.
8.4. 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.

8.5. 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.

8.6. The Assisted Municipality shall remit payment of the amount owing for the assistance provided within ninety (90) days of the receipt of the Assisting Municipality’s invoice.

8.7. Any amount remaining unpaid and outstanding after the ninety (90) day period referred to in sub-section 8.6 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.

8.8. 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.

9. EQUIPMENT

9.1. Equipment that is provided by the Assisting Municipality to the Assisted Municipality shall be provided in good working order and with an operator, being an employee of the Assisting Municipality.

9.2. Equipment returned by the Assisted Municipality to the Assisting Municipality shall be in good working order and in the same general condition as when the Assisted Municipality received such equipment.

10. EMPLOYMENT RELATIONSHIP

10.1. Despite that the Workers of the Assisting Municipality may be assigned to perform duties for 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 shall not be deemed to be the employer of the Assisting Municipality’s Workers 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., CPP, WSIB, etc.
11. INDEMNITY

11.1. 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, accounts, covenants, contracts, duties, dues, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of 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.

12. INSURANCE

12.1. During the term of this Agreement, each Party shall obtain and maintain in full force and effect, sufficient insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability and property damage, to cover their respective obligations under this Agreement.

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:

12.1.1. A limit of liability of not less than $15,000,000 per occurrence, which limit may be achieved by way of a combination of primary and excess and/or umbrella policies;

12.1.2. Each party shall add the other Parties as additional insureds;

12.1.3. The policy shall contain a provision for cross liability in respect of the named insured and severability of interests;

12.1.4. Non-owned automobile coverage with a limit of at least $5,000,000 including SEF 96 (contractual liability);

12.1.5. Products and completed operations with a limit of not less than $15,000,000; and

12.1.6. 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.

12.2. The Parties agree that Section 12.1 shall be subject to review from time to time in respect of changes deemed appropriate based on the current recommended industry limits and coverage.

12.3. Upon the request of any Party, each Party shall provide proof of insurance if so required in a form satisfactory to the requesting Party’s CAO.

12.4. 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.

13. COLLECTIVE AGREEMENTS

13.1. 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 practically possible if it becomes aware of any impediments or obstacles imposed by local agreements to meeting its obligations under this Agreement.

14. LIAISON AND SUPERVISION

14.1. 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 Communications Room 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 R.S.O. 1990, c. M.56, as amended (“MFIPPA”), 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, 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. The Liaison Officer shall not be entitled to be part of the Assisted Municipality’s ECG.

14.2. The Assisting Municipality shall assign its personnel to perform tasks within the limits of their equipment and training as directed by the Emergency Control Group, their authorized and permitted agent, or assign, and shall ensure that any assistance it provides is in accordance with the instructions of the Emergency Control Group, their authorized and permitted agent, or assign of the Assisted Municipality.
14.3. 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.

15. INFORMATION SHARING and PERSONAL INFORMATION

15.1. Subject to the Municipal Freedom of Information and Protection of Privacy Act, the Parties agree to share with each other, information lists or databases detailing the amount, type, capability, and characteristics of personnel, services, equipment or material in the possession of each Party, which may be available to the Requesting Party under this Agreement. Such sharing of information shall occur upon the execution of this Agreement and the Parties, on mutual agreement, shall update these information lists from time to time. All such information shall be provided without warranty of any kind as to its accuracy, reliability, usefulness, or other characteristics.

15.2. Section 15.1 shall not require any Party to provide personal information, as defined in the MFIPPA.

15.3. The Parties agree to comply with the provisions of the MFIPPA in respect of all personal information.

15.4. Without limiting 15.3, 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:

15.4.1. Use the information only for the purposes specifically indicated by the providing party;

15.4.2. Not disclose such information except in accordance with the MFIPPA and with any other applicable legislation, or as may be otherwise required by law from time to time; and

15.4.3. 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 MFIPPA, or any other applicable legislation.

16. NOTICE

16.1. Unless otherwise provided for in this Agreement, or advised in writing by the Party, written notice given pursuant to this Agreement must be addressed to:

The Corporation of the County of Huron
Attn: Chief Administrative Officer
1 Courthouse Square
Goderich, ON N7A 1M2
Tel: 519-524-8394
Fax: 519-524-2044
The Corporation of the Township of Ashfield-Colborne-Wawanosh
Attn: Clerk-Administrator
82133 Council Line, RR #5
Goderich, ON N7A 3Y2
Tel: 519-524-4099
Fax: 519-524-1951

The Corporation of the Municipality of Bluewater
Attn: Chief Administrative Officer
Box 250, 14 Mill Ave
Zurich, ON N0M 2T0
Tel: 519-236-4351
Fax: 519-236-4329

The Corporation of the Municipality of Central Huron
Attn: Chief Administrative Officer
23 Albert Street, PO Box 400
Clinton, ON N0M 1L0
Tel: 519-482-3997
Fax: 519-482-9183

The Corporation of the Town of Goderich
Attn: Chief Administrative Officer
57 West Street
Goderich, ON N7A 2K5
Tel: 519-524-8344
Fax: 519-524-7209

The Corporation of the Township of Howick
Attn: Clerk
44816 Harriston Road, RR #1
Gorrie, ON N0G 1X0
Tel: 519-335-3208
Fax: 519-335-6208

The Corporation of the Municipality of Huron East
Attn: CAO/Clerk-Administrator
72 Main Street South, PO Box 610
Seaforth, ON N0K 1W0
Tel: 519-527-0160
Fax: 519-527-2561

The Corporation of the Municipality of Morris-Turnberry
Attn: Chief Administrative Officer
PO Box 310, 41342 Morris Road
Brussels, ON N0G 1H0
Tel: 519-887-6137
Fax: 519-887-3424
The Corporation of the Township of North Huron
Attn: Chief Administrative Officer
PO Box 90, 274 Josephine Street
Wingham, ON N0G 2W0
Tel: 519-357-3550
Fax: 519-357-1110

The Corporation of the Municipality of South Huron
Attn: Chief Administrative Officer
PO Box 759, 322 Main Street South
Exeter, ON N0M 1S6
Tel: 519-235-0310
Fax: 519-235-3304

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 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 (5th) business day following the day of mailing.

16.3. 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.

17. RIGHTS AND REMEDIES

17.1. 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.

18. ENTIRE AGREEMENT and MISCELLANEOUS

18.1. Except as may be otherwise stated herein, this Agreement and the attached Schedule “A”, (together with the lists and information exchanged pursuant to Section 15) 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, including the Mutual Assistance Agreement made as of the 4th day of July, 2007. To be clear, the Mutual Assistance Agreement made as of the 4th day of July, 2007 among the Parties shall be terminated immediately upon execution by all Parties of this Agreement.

18.2. 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.

18.3. This Agreement shall endure to the benefit of, and be binding upon the Parties and their respective successors, administrators, and assigns.

18.4. 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.

18.5. The Parties agree that Sections 11 and 17 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.

18.6. 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.

18.7. The Parties agree to be governed by the laws of the Province of Ontario and Canada.

18.8. 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 7.3, the Agreement shall remain binding between the remaining Parties to this Agreement.

19. ARBITRATION

19.1. 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 affected Parties’ 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 HURON

Per: ____________________________
   Jim Ginn, Warden

Per: ____________________________
   Susan Cronin, Clerk
   We have authority to bind the municipal corporation.

Dated: ____________________________

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Per: ____________________________
   Glen McNeil, Mayor

Per: ____________________________
   Mark Becker, Clerk-Administrator
   We have authority to bind the municipal corporation.

Dated: ____________________________
THE CORPORATION OF THE TOWNSHIP OF HOWICK

Per: __________________________
    Doug Hardin, Reeve

Per: __________________________
    Carol Watson, Clerk
We have authority to bind the municipal corporation.

Dated: ________________________

THE CORPORATION OF THE TOWN OF GODERICH

Per: __________________________
    John C. Grace, Mayor

Per: __________________________
    Janice Hallahan Clerk
We have authority to bind the municipal corporation.

Dated: ________________________
SCHEDULE “A”

Mutual Assistance Agreement

I, ____________________________, Chief Administrative Officer/Designated Official of the ____________________________ (Requesting Municipality), duly authorized to do so by the Council of the ____________________________ (Requesting Municipality), do hereby request of the ____________________________ (Assisting Municipality), 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 ____________________________ (Assisting Municipality) has agreed to provide.

Dated at ____________________________ this _____ day of ____________________________, 20____

__________________________
Chief Administrative Officer
(name of Municipality)
THE CORPORATION OF TOWNSHIP OF NORTH HURON

Per: __________________________
  Bernie Bailey, Raeve

Per: __________________________
  Carson Lamb, Clerk
  We have authority to bind the municipal corporation.

Dated: _________________________

THE CORPORATION OF THE
MUNICIPALITY OF MCRRIS-TURNBERRY

Per: __________________________
  Jamie Heffer, Mayor

Per: __________________________
  Trevor Hamilton, Clerk
  We have authority to bind the municipal corporation.

Dated: _________________________

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Per: __________________________
  Bernie MacLean, Mayor

Per: __________________________
  Brad McKnight, CAO/Clerk
  We have authority to bind the municipal corporation.

Dated: _________________________

THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL HURON

Per: __________________________
  Jim Ginn, Mayor

Per: __________________________
  Brenda MacIsaac, Clerk
  We have authority to bind the municipal corporation.

Dated: _________________________

THE CORPORATION OF THE
MUNICIPALITY OF BLUEWATER

Per: __________________________
  Paul Klopp, Mayor

Per: __________________________
  Kyle Pratt, CAO
  We have authority to bind the municipal corporation.

Dated: _________________________

THE CORPORATION OF THE
MUNICIPALITY OF SOUTH HURON

Per: __________________________
  George Finch, Mayor

Per: __________________________
  Rebekah Msuya-Collison, Clerk
  We have authority to bind the municipal corporation.

Dated: _________________________