

THE CORPORATION OF THE UNITED COUNTIES

OF STORMONT, DUNDAS AND GLENGARRY

BY-LAW NUMBER NO. 5348

A BY-LAW to authorize a Mutual Assistance Agreement for the purpose of Emergency Planning

WHEREAS Section 5 (3) of the *Municipal Act, 2001*, 5.0. 2001, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry is planning for and preparing for emergencies;

AND WHEREAS the establishment of Mutual Assistance Agreements between interested parties is an important component of emergency preparedness;

AND WHEREAS it is necessary and best practice to enter into an agreement with the Townships of North and South Stormont, the Townships North and South Dundas, the Townships of North and South Glengarry and the City of Cornwall for providing of mutual assistance during emergencies;

NOW THEREFORE the Council of the United Counties of Stormont, Dundas and Glengarry enacts as follows:

1. That the United Counties of Stormont, Dundas and Glengarry enter into a Mutual Assistance Agreement, attached hereto as Schedule "A" to this By-law, with the Townships of North and South Stormont, the Township of North Dundas, the Municipality of South Dundas, the Townships of North and South Glengarry, and the City of Cornwall.
2. That the Warden and Clerk be hereby authorized to sign the necessary Agreement to complete this matter.
3. That By-law No.4856 be hereby rescinded.

READ and passed in Open Council, signed and sealed this 19th day of April, 2022.



WARDEN



CLERK

THIS MUTUAL ASSISTANCE AGREEMENT made this 19th day of April 2022.

BETWEEN:

United Counties of Stormont, Dundas and Glengarry

-and-

The Corporation of the City of Cornwall

-and-

Township of North Stormont

-and-

Township of South Stormont

-and-

Township of North Dundas

-and-

Municipality of South Dundas

-and-

Township of North Glengarry

-and-

Township of South Glengarry

WHEREAS 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, services, equipment or material during an Emergency;

AND WHEREAS the parties wish to provide mutual aid and assistance to each other through the provisions of personnel, services, equipment or material to one or the other during an Emergency;

AND WHEREAS the parties have Emergency Plans 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

1.0 In this Agreement,

1.0.1 "Assisted Municipality" means the municipality receiving aid or assistance pursuant to the Agreement;

1.0.2 "Assisting Municipality" means the municipality providing aid or assistance pursuant to this Agreement;

- 1.0.3 "Emergency", "Emergency Area", "Emergency Plan" shall have the same meaning as in the *Emergency Management and Civil Protection Act*;
- 1.0.4 "Mutual Assistance Agreement" means this Agreement and the attached Schedule which embody the entire Agreement between the parties;
- 1.0.5 "Requesting Party" means the municipality asking for aid and/ or assistance pursuant **to** this Agreement;
- 1.0.6 "Municipal Emergency Control Group" means the organizational entity responsible for directing and controlling the Assisted Municipality's response to an Emergency

2. Role of the Solicitor General

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

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

3. Authorization to Request/ Offer Assistance

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

4. Requests for Assistance

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

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

4.3 The request for assistance shall be confirmed in writing as soon as reasonably practicable by the Requesting Party in accordance with Schedule "A" attached hereto. The written request shall set out in detail the specific personnel, services, equipment or material that has been requested as assistance, and which the Assisting Municipality has agreed to provide. The Assisting Municipality may request such 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 within one (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 The Assisting Municipality 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 it will provide. The Assisting Municipality shall confirm in writing the assistance it has agreed to provide.

5. Limitations on Assistance Provided

5.1 Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.

5.2 No liability shall arise against the Assisting Municipality if it fails, for any reason whatsoever, to respond to a request for assistance made under this Agreement.

5.3 When assistance has been offered or provided by the Assisting Municipality, the Assisting Municipality shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by acceptance of the request for assistance.

5.4 Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, from withdrawing any or all assistance provided to the Assisted Municipality. Any withdrawal of assistance by the Assisting Municipality shall be made only upon at least forty-eight (48) hours written 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 without notice.

5.5 The Assisted Municipality may determine in its sole discretion that its requirements

for assistance has ceased and shall notify the Assisting Municipality of this in writing.

6. Term and Termination

6.1 This agreement shall be in effect from April 19th 2022.

6.2 The agreement shall be subject to review by all parties every 5 years.

6.3 Despite any other section of this Agreement, any one party may terminate their participation in this Agreement upon at least sixty (60) days written notice to the other parties

7. Costs

7.1 The parties agree that any and all actual costs, as defined below, for assistance are to be paid by the Assisted Municipality. The Assisted Municipality shall be responsible to pay for any and all costs incurred by the Assisting Municipality in providing the assistance, which shall include all wages, salaries, overtime, shift premium, and similar charges and expenses incurred in providing the assistance and shall include those wages, salaries, overtime and shift premium charges incurred resulting from staffing requirements in its home jurisdiction during the period of the assistance providing they are reasonable in the circumstances. However, such costs shall not include the Assisting Municipality's cost of employment benefits which includes, for the purpose 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.

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 practicable, 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 detail, to the reasonable satisfaction of the C.A.O., 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 sixty (60) days of the termination of the Emergency or the receipt of the Assisting Municipality's invoice, whichever is later.

8.3 Any amount remaining unpaid and outstanding after the sixty (60) day period referred to in sub-section 8.2 of this Agreement shall bear interest at the rate stipulated in the Assisting Municipality's invoice, which rate shall not exceed the Bank of Canada bank rate at the date of the invoice plus two (2) *percent per annum* until paid.

9. Employment Relationship

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

10. Indemnity

10.1 The Assisted Municipality shall indemnify and save harmless the Assisting Municipality, their elected officials, officers, employees and volunteers 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 including but not limited to bodily injury or property damages including loss of revenue arising out of or allegedly attributed to the negligent acts, errors, omission, whether willful or otherwise from this Agreement and out of assistance provided pursuant to this Agreement by the Assisted Municipality, their elected official, employees, volunteers or those party which they are legally responsible. The indemnity herein provided shall include all costs, including but not limited to duties, dues, accounts, demands, penalties, fines and fees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Assisted Municipality and shall survive this agreement.

10.2 The Assisting Municipality shall indemnify and save harmless the Assisted Municipality, their elected officials, officers, employees and volunteers 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 including but not limited to bodily injury or property damages including loss of revenue arising of or allegedly attributed to negligent acts, errors or omission, whether willful or otherwise from this Agreement and out of assistance provided pursuant to this Agreement by the Assisting Municipality, their elected official, employees, volunteers or those party which they are responsible. The indemnity herein provide shall include all costs, including but not limited to duties, dues, accounts, demands penalties, fines and fees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Assisting Municipality and shall survive this agreement.

11. Insurance

11.1 Each party shall at their own expense prior to the commencement of work, obtain and maintain until the termination of the agreement or otherwise stated:

- 11.1.1 Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$25,000,000.00 per occurrence / \$25,000,000.00 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.
- 11.1.2 Name the other party as an additional insured with respect to any claim arising out of the Assisted Municipality's obligations under this Agreement or the Assisting Municipality's provision of personnel, services, equipment, or material pursuant to this Agreement subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Additional insured.
- 11.1.3 Automobile liability insurance in the amount of Ten Million Dollars (\$10,000,000) for injury, loss or damage resulting from any one occurrence.
- 11.1.4 Professional Liability insurance covering the work and services described in this Agreement for an amount not less than twenty-five million (\$25,000,000) per occurrence. If such insurance is issued on a claims made basis, coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement or contain a 24 month extended reporting period.
- 11.1.5 Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the additional Insured shall bear no cost towards such deductible.
- 11.1.6 Each party is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the other party.
- 11.1.7 Each party shall provide the other party with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the additional Insured in writing at least thirty (30) days prior to the effective date of the cancellation, materially change or lapse of coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality.
- 11.1.8 Each party shall be accountable for all health and safety infractions that his or her employees commit. Each party shall provide evidence of WSIB or its equivalent.
- 11.1.9 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 the Agreement will govern.

12. Collective Agreements

12.1 Each party agrees to review 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 parties 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.

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 Municipal Emergency Control Group of the Assisted Municipality. The Liaison Officer shall provide a liaison between the Assisting Municipality and the Municipal Emergency Control Group of the Assisted Municipality. The parties acknowledge that the purpose of this 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.

13.2 The Liaison Officer shall have the right to obtain information about the Emergency and the use of the assistance provided in order to report to the Assisting Municipality during and after the duration of the assistance provided and the Emergency. The Assisting Municipality shall keep confidential and not disclose any information concerning the Emergency or the assistance provided without the prior consent of the Assisted Municipality, except as may be legally required.

13.3 The Assisting Municipality shall assign its personnel to perform tasks as directed by the Municipal Emergency Control Group of the Assisted Municipality. The Assisting Municipality's personnel 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 Municipal Emergency Control Group.

14. Information Sharing

14.1 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.

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 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 personnel of the Assisting Municipality. The per diem shall be no less than the Assisted Municipality pays its own employees as a matter of policy or agreement.

16. Notice

16.1 If not otherwise provided in this Agreement, written notice given pursuant to this Agreement must be delivered to the C.A.O. of each municipality.

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 business day following the day of mailing.

16.3 Any notice given shall be sufficiently given if signed by the C.A.O. or by a person authorized by or acting under the direction or control of the C.A.O..

17. Rights and Remedies

17.1 Nothing contained in this Agreement shall be construed as restricting or preventing any 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 enure 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 and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties prior to or at the date of execution.

20. Other Agreements

20.1 The parties hereto acknowledge and agree that if assistance is provided pursuant to this Agreement, that this Agreement and its provisions shall take precedence over any other mutual assistance agreements to which both parties are party.

21. Provisions Surviving Termination

21.1 Sections 5.2, 7, 8, 9, 10, 11, 16, 17, 21, 22 and 23 of this Agreement shall survive termination of this Agreement.

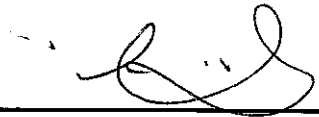
22. Governing Law

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


23. Arbitration

23.1 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' C.A.O.s, the C.A.O.s shall refer the dispute to the respective Chairs of the parties for resolution. In the event that the Chairs 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, 5.O.1991 c. 17*, as amended.

IN WITNESS WHEREOF the parties have executed this Agreement.



Warden
United Counties of Stormont, Dundas and
Glengarry



Clerk
United Counties of Stormont, Dundas and
Glengarry

Mayor
The Corporation of the City of Cornwall

Clerk
The Corporation of the City of Cornwall

Mayor
Township of North Dundas

Clerk
Township of North Dundas

Mayor
Municipality of South Dundas

Clerk
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Township of North Stormont

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Township of South Stormont

Mayor
Township of North Glengarry

Clerk
Township of North Glengarry

Mayor
Township of South Glengarry

Clerk
Township of South Glengarry

SCHEDULE "A"
MUTUAL ASSISTANCE AGREEMENT

I, _____, Chief Administrative Officer / Designated
Official of _____, duly authorize to do so by the
Council of _____, do hereby request the
Municipality of _____, 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 the Municipality of _____ has agreed to provided.

Dates at _____ this _____ day of _____, _____.

Chief Administrative Officer _____

Municipality of _____