

MUTUAL SUPPORT AGREEMENT

2013-13

This Agreement is to authorize the execution of a Mutual Support Agreement with participating member municipalities of the northern part of Hastings County (as listed below).

The purpose of this Agreement is to establish the framework through which a municipality that is in need of assistance has their requests for human and material resources located and deployed in a timely and efficient manner.

This **Agreement** made this _____ day of _____, A.D. 2013 between:

- The Municipality of Hastings Highlands
- The Town of Bancroft
- The Township of Carlow / Mayo
- The Township of Faraday
- The Township of Wollaston
- The Township of Limerick
- The Township of Tudor and Cashel

WHEREAS, the Province of Ontario has passed an act which provides for the formulation and implementation of emergency plans in "The Emergency Management and Civil Protection Act, Chapter E.9 R. S.). 1990"

AND WHEREAS, the Act makes provision for the Council of a municipality to enter into an Agreement with the Council of any other municipality or with any person for the provision of any personnel, service, equipment, or materials during an emergency;

AND WHEREAS, all municipalities who are situated within the northern part of Hastings County (as listed above), agree on the necessity and desirability of entering into an Agreement for the provision of mutual assistance to deal with emergencies.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT:

In this Agreement:

- a) **"Municipality"** means a municipality residing in the northern part of Hastings County (as listed above);
 - b) **"County"** means the Corporation of the County of Hastings
 - c) **"Emergency"** means a declared emergency by the County or one of the municipalities within the northern part of Hastings County (as listed above) and includes a situation or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property. These situations could threaten public safety, public health, the environment, property, critical infrastructure, and economic development;
- Each municipality agrees to develop emergency plans to ensure that essential services are able to make the most effective use of their personnel and resources. The emergency plans shall be shared amongst the parties of this Agreement.
 - The municipality that is requesting mutual support, shall have implemented its emergency plan, committed to the emergency its own resources, and for the duration of operations assume direction and control over equipment and human resources contributed by other parties to this Agreement.
 - A request for assistance shall in the case of a municipality be made by or on behalf of the head of Council (or alternate).
 - A request from the head of Council (or alternate) for mutual support on behalf of a signatory to this Agreement requires a response.
 - The extent of the assistance given will be at the discretion of each responding municipality providing the aid.

- The municipality may refuse to supply the requested response to occurrences if such response personnel, apparatus or equipment are required to provide services in the local municipality. Similarly, a municipality may order the return of such apparatus, equipment or personnel that is responding to, or is at, the emergency scene if it is required to provide protective services in the local municipality. In such cases the assisting municipality must notify the assisted municipality of the desired actions.
- All costs in connection with:
 - (i) the mobilization and delivery of municipally owned resources may be borne by the municipality receiving the assistance
 - (ii) the use of supplies resources, e.g. servicing, repair, fuel, etc. may be borne by the municipality receiving the assistance.
 - (iii) the acquisition and use of non-owned equipment may be borne by the municipality receiving the assistance.

"With the understanding that should the municipality receiving the assistance apply for Ontario Disaster Relief Assistance Program Funding (ODRAP) then Invoices would be issued for services provided"

- A municipality receiving equipment under this Agreement will ensure its prompt return.

AND WHEREAS, this Agreement comes into force on the day and year first above and will be reviewed as requested thereafter by the parties.

At the time of the review, all parties may introduce changes or additions to this Agreement by way of a rider that shall become part of this Agreement upon ratification.

Any one of the signatories may withdraw from this Agreement by giving written notice within 60 days of termination to the Chief Administrative Officer / Clerk of all municipalities subject to this Agreement.

After the withdrawal of any party, the Agreement shall continue in force between the remaining parties.

Signatories who withdraw from this Agreement shall not be entitled to the return of any contributions or share of resources required under the terms of this Agreement.

In witness whereof the municipalities in the northern part of Hastings County (as listed above) have hereunto caused their corporate seals to be affixed, attested to by the proper officers on their behalf, the day and year first above written.

Given under the Seal of each of the municipalities subject to this agreement and signed and dated as indicated as follows:

The Municipality of Hastings Highlands

Mayor	Date	By-Law #
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CAO / Clerk-Treasurer	Date	
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Town of Bancroft

Mayor	Date	By-Law #
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CAO	Date	
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The Township of Carlow / Mayo

_____	_____	_____
Reeve	Date	By-Law #

_____	_____
Clerk / Administrator	Date

The Township of Faraday

_____	_____	_____
Reeve	Date	By-Law #

_____	_____
Clerk-Treasurer	Date

The Township of Wollaston

_____	_____	_____
Reeve	Date	By-Law #

_____	_____
CAO / Clerk	Date

The Township of Limerick

_____	_____	_____
Reeve	Date	By-Law #

_____	_____
CAO / Clerk-Treasurer	Date

The Township of Tudor and Cashel

_____	_____	_____
Reeve	Date	By-Law #

_____	_____
Clerk-Treasurer	Date