

Mutual Assistance Agreement

THIS MUTUAL ASSISTANCE AGREEMENT

Made this day of , 2025.

BETWEEN:

The Corporation of the County of Dufferin

OF THE FIRST PART

- and -

The Corporation of the County of Grey

OF THE SECOND PART

WHEREAS the *Emergency Management & Civil Protection Act*, R.S.O. 1990, c. E.9, Section 13(3), provides that the Council of a municipality or a county may 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 hereto (“Parties”) wish to provide for mutual assistance to each other through the provision of personnel, services, equipment or material within the meaning of the *Emergency Management & Civil Protection Act*;

AND WHEREAS the Parties have Emergency Plans pursuant to the *Emergency Management & 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 “Agreement” means this Mutual Assistance Agreement and the attached Schedule(s);

1.1.2 “Assistance” means any assistance provided under this Agreement by either Party to the other, which includes but may not be limited to personnel, service, equipment or materials.

1.1.3 “Assisted Municipality” means the municipality or county receiving Assistance pursuant to this Agreement;

- 1.1.4 “Assisting Municipality” means the municipality or county providing Assistance pursuant to this Agreement, and is also referred to as the “Other Party” prior to choosing to provide such Assistance hereunder;
- 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 “Emergency”, and “Emergency Plan” shall have the same meanings as in the *Emergency Management and Civil Protection Act*;
- 1.1.7 “Incident Commander” means the individual responsible for managing and coordinating all aspects of an emergency response at the scene, including overseeing operations, making decisions, and ensuring the safety of all personnel involved. The Incident Commander is sometimes alternatively referred to as the “Emergency Site Manager” in some emergency plans.
- 1.1.8 “Mutual Assistance Agreement” means this Agreement and the attached Schedule(s) which embody the entire agreement between the Parties;
- 1.1.9 “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.
- 1.1.10 “Other Party” means the municipality or county being asked for Assistance, and if it chooses to provide Assistance, will thereafter also be referred to herein as the “Assisting Municipality”.
- 1.1.11 “Party(ies)” means either or both of the municipalities who are parties to this Agreement.
- 1.1.12 “Requesting Party” means the municipality or county asking for Assistance pursuant to this Agreement;
- 1.1.13 “Workers” mean collectively employees, contractors, servants and agents employed or hired by a party to this Agreement.

2. Role of the Government of Ontario

- 2.1 The Parties acknowledge that pursuant to the *Emergency Management & Civil Protection Act* (the “Act”), the Government of Ontario is responsible

for the administration of the Act and is the principal contact for all Emergencies.

- 2.2 The Requesting Party shall notify as soon as reasonably practicable, the Government of Ontario 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 and so notified the other Party) to request Assistance and support, 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 the event of a declared Emergency on its part, the Requesting Party may request assistance from the Other Party in the form of qualified personnel, services, equipment, or material.
- 4.2 The request for Assistance shall be made by the CAO of the Requesting Party to the CAO of the Other Party. 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) business days of the initial oral request, acknowledging that the aid and Assistance sought is governed by the terms of this Agreement. The Other Party may provide Assistance to the Requesting Party immediately upon receipt of the oral request.
- 4.3 The CAO of the Requesting Party will follow up any oral requests made with requests in writing, using the form in Schedule "A" attached hereto, within three (3) business days of the initial oral request. The written request shall set out in detail the specific personnel, services, equipment and/or material that has been requested as Assistance, and shall specify the location where the Assistance is needed. The Other 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.
- 4.4 The Other Party shall respond to the request within twenty-four (24) hours, and may in its sole discretion determine the type and scope, nature and amount of assistance it will provide, if any. The Other Party/Assisting Municipality shall confirm in writing the Assistance it is prepared to provide in response to the Emergency. The Other Party/Assisting Municipality shall thereafter only modify the scope of

Assistance it is able or willing to provide to the Requesting Municipality only upon forty-eight (48) hours' prior notice.

- 4.5 No Liability, No Claims: The final decision about the amount and type of Assistance shall be solely that of the Other Party/Assisting Municipality, and the Other Party/Assisting Municipality shall be immune from any liability in connection with any decision taken in that regard. Neither Party shall make any claim whatsoever against the other Party for its refusal to send the requested personnel or equipment.

5. Limitations on Assistance Provided

- 5.1 Each Party acknowledges that this Agreement and the requirements herein are entirely voluntary and that nothing in this Agreement shall require or obligate or be construed to require or obligate a Party to provide Assistance where and if called upon do so.
- 5.1.1 Each Party shall retain the right to refuse the request to provide Assistance, and the right to offer alternative resources to the Requesting Party than those which have been requested.
- 5.1.2 In the event that the requested Assistance is not available, then the Other Party shall immediately advise the Requesting Party of such fact.
- 5.2 It is recognized that the level of resources the Assisting Municipality is able to provide will be governed by the resources available to it. To this extent, the mutual Assistance provided will inevitably be time-limited and will be subject to discussion between the Parties at the time of a request for Assistance.
- 5.3 No Liability: No liability shall arise against the Other Party if it fails, for any reason whatsoever, to respond to a request for Assistance or to provide the Assistance requested under this Agreement.
- 5.4 Subject to Section 5.5, when Assistance has been offered or provided by the Assisting Municipality, the terms of this Agreement shall prevail, provided however the Assisting Municipality shall not be obligated to provide any further Assistance or to do anything or take any action beyond that which it initially agreed to provide in response to the Emergency.
- 5.5 It shall be understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship between the Workers of the Assisting Municipality and the Assisted Municipality:
- 5.5.1 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' notice to the Assisted Municipality and to the Assisted Municipality's Incident Commander, 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.

5.5.2 Notwithstanding section 5.5.1, upon verbally notifying the Assisted Municipality through its supervisory personnel, the Worker(s) of the 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 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 such notice of termination, the Assisted Municipality and the Assisting Municipality shall consult together with a view to concluding any operations in progress at the time of such termination and facilitating withdrawal of the Assistance.

5.7 No Liability: No Party shall be liable for any failure or delay in performance of this Agreement which is caused by circumstances beyond the reasonable control of a Party including without limitation any labour dispute between a Party and its employees.

6. Term and Termination

6.1 This Agreement shall be in effect from the date on which the second Party signs the Agreement.

6.2 Despite any other section of this Agreement, either Party may terminate this Agreement upon at least sixty (60) days' written notice to the other Party.

7. Costs

7.1 The Parties agree that any and all direct and indirect costs, including taxes, incurred by either Party in providing the Assistance contemplated by this Agreement are to be paid by the Assisted Municipality.

7.1.1 The Assisted Municipality shall be responsible to pay for and to reimburse the Assisting Municipality for any and all actual costs incurred by the Assisting Municipality in providing the Assistance.

Such costs shall include all wages and salaries of personnel, including without limitation:

- overtime,
- shift premium, and
- similar charges and expenses incurred,
- together with those wages, salaries, overtime and shift premium charges incurred by the Assisting Municipality to meet its own staffing requirements in its home jurisdiction during the period it is responding to the Assisted Municipality's call for Assistance, providing all such costs are reasonable in the circumstances.

7.1.2 The Assisted Municipality shall not be liable to reimburse the Assisting Municipality for the cost to the Assisting Municipality of employment benefits for any of the Assisting Municipality personnel, including without limitation, for the avoidance of doubt:

- 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 and shall reimburse the Assisting Municipality for any and all actual operating costs for all Assistance furnished, including, but not limited to, costs of fuel, maintenance, repair parts (reasonable wear and tear excepted), and any and all other items directly attributable to the Assistance furnished to the Assisted Municipality under this Agreement.

7.3 The Assisting Municipality shall provide to the Assisted Municipality, where practical in advance, an estimate of the cost of providing the Assistance the Assisted Municipality is prepared to provide in responding to an Emergency. Equipment including licensed vehicles will be charged out at the then current OPSS 127.

7.4 Notwithstanding the foregoing, and any failure on the part of the Assisting Municipality to provide such estimate in a timely manner, or at all, the Assisted Municipality shall reimburse the Assisting Party for any expense incurred pursuant to Sections 7.1 & 7.2. Evidence of such expense so incurred shall be supplied by the Assisting Municipality in the form of a detailed account as set out in Section 8.1.

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 to be submitted within three (3) months of the Assistance having been provided. 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 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.
- 8.4 Where there is damage incurred to equipment or vehicles provided as Assistance to the Assisted Municipality by the Assisting Municipality, the under-deductible amount shall be the responsibility of the Assisting Municipality, as owner of the equipment. If the cost to repair the damage exceeds the deductible amount of the Assisting Municipality's policy, the insurance policy of the Assisting Municipality (as owner) is primary and will therefore respond to the claim.
- 8.5 In the event of grant monies being requested from any Provincial or Federal Government or agency, each Party will provide to the other all Assistance, evidence and information reasonably necessary to support such an application at, its own expense.
- 8.6 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 charges 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. Employment Relationship

- 9.1 Each Party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying worker's compensation upon said employees.
- 9.2 Despite 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 that for the duration of the

assignment of those Workers, the Assisted Municipality shall reimburse the Assisting Municipality for the costs of the wages, salaries and expenses (in accordance with Section 7.0 herein) of the Assisting Municipality's Workers, at all times, the Workers of the Assisting Municipality remain employees of the Assisting Municipality and 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 Workers, under any circumstances or for any purpose whatsoever. The Assisting Municipality shall remain responsible for all statutorily required deductions, pension payments, contributions and/or payments, such as E.I. CPP, etc.

- 9.3 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor to constitute any Party the agent of the other Party.

10. Indemnity

- 10.1 The Assisted Municipality agrees to defend, indemnify and save and hold harmless the Assisting Municipality from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on the Assisted Municipality under the terms of this Agreement.
- 10.2 The Assisting Municipality agrees to defend, indemnify and save and hold harmless the Assisted Municipality from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on Assisting Municipality under the terms of this Agreement.
- 10.3 This Section 10 shall survive the expiration or termination of this Agreement.

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, providing 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 Fifteen Million Dollars (\$15,000,000.00), which limit may be achieved by way of a combination of primary and excess and/or umbrella policies, for injury, loss or damage resulting from any one occurrence;

- 11.1.2 Contain cross-liability *and* severability of interests clause endorsements of standard wording;
- 11.1.3 Name the other Party as an additional insured with respect to any claim arising out of activities or of a failure to act pursuant to this Agreement; and
- 11.1.4 Include Non-owned automobile coverage with a limit of at least Fifteen Million Dollars (\$15,000,000.00) including OEF 27 & 27A (contractual liability);
- 11.1.5 Products and Completed Operations coverage with a limit of not less than Fifteen Million Dollars (\$15,000,000.00); and
- 11.1.6 Provide thirty (30) days' prior written notice of cancellation or termination to the other Party of the policies of the Named Insured.
- 11.2 If either Party is self-insured, it shall provide evidence that is satisfactory to the other Party that the it is and shall be at all times, in a position to satisfy its monetary obligations arising from liability under this Agreement.
- 11.3 Automobile Liability insurance for an amount not less than Ten Million Dollars (\$10,000,000.00) on forms meeting statutory requirements covering all licensed vehicles and equipment used in any manner in connection with the performance of the terms of this Agreement.
- 11.4 All-Risk Property insurance covering all property of every description and kind owned by the Party or for which the Party is legally responsible without limitation, including anything in the nature of a leasehold improvement, and used in connection with the performance of this Agreement. This insurance shall be in effect for the duration of the Agreement and shall cover against all risks of direct physical loss or damage.
- 11.5 Proof of coverage shall be provided to the other Party upon each insurance policy period renewal, in the form of a certificate of insurance.
- 11.6 The Parties agree that Section 11.0 shall be subject to review from time to time in respect of changes deemed appropriate based on the current recommended industry limits and coverage.
- 11.7 Both Parties agree to immediately notify the other Party of any occurrence, incident or event which may reasonably be expected to expose either Party to material liability of any kind in relation to this Agreement.

12. Liaison

12.1 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 purpose of the Liaison Officer shall be to permit communication between the Assisted Municipality and Assisting Municipality.

12.1.1 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.

12.1.2 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.

12.2 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. In addition, the Parties hereto will at all times keep confidential information acquired in consequence of this Agreement, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory bodies or to their professional advisers where necessary for the performance of their professional services.

13. Supervision

13.1 The Incident Commander (IC) of the Assisted Municipality at the scene of the Emergency, to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Assisting Municipality shall serve.

13.2 The Parties acknowledge that the purpose of this section is to maintain order at the emergency scene under the leadership of the IC, and shall not be construed to establish an employer/employee relationship. The IC has to be in charge of directing what needs to be done. The Assisting Municipality's supervisory personnel provide oversight and direction on the how things get done with its Workers and equipment in order to fulfill the requirements the IC has set out.

13.3 For greater clarity regarding the employer/employee relationship:

- 13.3.1 The Assisting Municipality shall retain responsibility for and supervision of its Workers and equipment resources and shall assign and direct its personnel to perform tasks within the limits of their equipment and training to meets the needs and fulfill the tasks assigned by the Emergency Control Group of the Assisted Municipality.
- 13.3.2 The Assisting Municipality shall ensure that supervisory personnel are available, either on or off-site, at all times, for consultation with its Workers. It shall have the right to assign supervisory personnel to operate or supervise the operation of any of its Workers and or equipment furnished as Assistance to the Assisted Municipality. Such assignments and/or supervision shall be in accordance with the instructions of the Emergency Control Group of the Assisted Municipality.

14. Information Sharing, Confidentiality

- 14.1 Subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), 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. All such information shall be provided without any warranty of any kind as to its accuracy, reliability usefulness or other characteristics. 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.
- 14.2 The Parties hereto agree with each other not to cause or permit anything which may damage or endanger the intellectual property of the other Party, or the other Party's right, title or interest in such intellectual property, nor to assist or allow third parties to do so.
- 14.3 Neither Party will publish, release, disclose or permit to be published, released or disclosed, private or confidential information which comes to the knowledge of that Party as a result of this Agreement except as necessary to enable the Party to fulfill its obligations under this Agreement, or as required or permitted by law.
- 14.4 The Parties acknowledge that Workers may receive access to the other Party's system or network access, passwords, highly sensitive information including but not limited to vulnerabilities.
- 14.5 The Parties acknowledge that each Party has its own protection of information and information security policies and procedures and each Party agrees to ensure that its Workers follow such policies and procedures when providing Assistance.

15. Food and Lodging

- 15.1 Unless specifically instructed otherwise, the Assisted Municipality shall be responsible for providing, at its sole expense, all food, lodging and accommodation required by the personnel of the Assisting Municipality furnished pursuant to this Agreement from the time of their arrival at the designated location to the time of their departure. Lodging and accommodation provided by the Assisted Municipality shall be of suitable quality as determined by the Assisting Municipality. However, Assisting Municipality personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. 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 If not otherwise provided in this Agreement, written notice given pursuant to this Agreement must be addressed,

in the case of notice to The Corporation of the County of Dufferin,
to:

The Chief Administrative Officer
The Corporation of the County of Dufferin
51 Zina Street
Orangeville, ON
L9W 1E5

- and -

in the case of notice to The Corporation of the County of Grey to:

The Grey County Clerk,
The Corporation of the County of Grey
595 9th Avenue East
Owen Sound, ON
N4K 3E3

- 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 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. 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.
- 18.3 This Agreement is not intended to be exclusive as between the Parties hereto. Either of the Parties may, as that Party deems necessary or expedient, enter into a separate Mutual Assistance Agreement(s) with any other party or parties as needed for Assistance. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the Parties hereto mutually agree in writing to such change.
- 18.4 In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement.
- 18.5 The Parties may by mutual agreement, in writing, amend or modify this Agreement.
- 18.6 This Agreement may be executed in counterparts.

19. Entire Agreement, Incorporation of Schedules

- 19.1 This Mutual Assistance Agreement and the attached Schedule "A", (together with the lists and information exchanged pursuant to Section 14.1) embodies the entire Agreement regarding the provision of mutual Assistance to each other during times of Emergencies, and supersedes any other understanding or agreement, collateral, oral or otherwise, existing

between the Parties regarding the provision of mutual Assistance to each other during times of Emergencies prior to or at the date of execution. For further certainty, this does not in any way impact nor supersede any road maintenance or boundary road agreements that may exist between the Parties.

20. Provisions Surviving Termination

20.1 Sections 7, 8, 9, 10, 11, 14, 16, 17, 20, 21 and 22 of this Agreement shall survive termination of this Agreement.

21. Adherence to Laws, Governing law

21.1 Both Parties shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act, (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

21.2 The Parties agree, that this Agreement, including the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall 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' CAOs, the CAOs shall refer the dispute to the respective Chairs/Wardens of the Parties for resolution. In the event that the Chairs/Wardens 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.

The Corporation of the County of Dufferin

Janet Horner, Warden

Michelle Dunne, Clerk

Dated

The Corporation of the County of Grey

Andrea Matrosovs, Warden

Tara Warder, Clerk

Dated

SCHEDULE "A"

**Mutual Assistance Agreement-Request for Assistance
from the County of Grey**

I, _____, Chief Administrative Officer / Designated
Official of the Corporation of the County of Dufferin, duly authorized to do so by the
Council of the County of Dufferin, do hereby request of the County of Grey, 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 The County of Grey has agreed to provide.

Dated at _____ this ____ day of _____, 20____,

Chief Administrative Officer
The Corporation of the County of Dufferin

SCHEDULE "A"

**Mutual Assistance Agreement-Request for Assistance from the
County of Dufferin**

I, _____, Chief Administrative Officer / Designated
Official of The Corporation of the County of Grey, duly authorized to do so by the
Council of The County of Grey, do hereby request of The County of Dufferin, 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 The County of Dufferin has agreed to provide.

Dated at _____ this ____ day of _____, 20____,

Chief Administrative Officer,
The Corporation of the County of Grey