

<b>To:</b>	Warden Matrosovs and Members of Grey County Council
<b>Committee Date:</b>	April 9, 2026
<b>Subject / Report No:</b>	CCR-CW-06-26
<b>Title:</b>	Simcoe – Grey Emergency Mutual Assistance Agreement
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<b>Reviewed by:</b>	Randy Scherzer, CAO
<b>Lower Tier(s) Affected:</b>	

## Recommendation

1. That Report CCR-CW-06-26 regarding the Simcoe and Grey County Emergency Mutual Assistance Agreement be received; and
2. That the Warden and the Clerk be authorized to enter into the attached Emergency Mutual Assistance agreement with the County of Simcoe.

## Executive Summary

The purpose of this report is to seek authorization for the County of Grey to enter into the attached draft Mutual Assistance Agreement between Grey and Simcoe Counties.

The report outlines the importance of having mutual assistance agreements in place prior to emergencies, as well as the highlights of what is covered under the draft Simcoe and Grey draft agreement.

## Background and Discussion

It is considered a best practice for municipalities to have mutual assistance agreements in place in advance of emergency situations. These agreements allow municipalities to request various types of assistance from each other through a streamlined process, helping to eliminate uncertainty and reducing the risk of misunderstandings when assistance is needed.

Currently, the County of Grey, through the Emergency Management Program, maintains MAAs with the following municipalities:

- All 9 Grey County Member Municipalities
- County of Dufferin

The attached draft Mutual Assistance Agreement between Grey and Simcoe Counties allows each County to request help from the other. During a large-scale, widespread emergency, it can be especially helpful for either County to have potential access to resources outside of its own boundaries. If either County declares an emergency, the agreement ensures a clear and efficient process for requesting or providing assistance based on prearranged terms.

The draft agreement is included at the end of this report for review and is nearly identical to the existing agreement with Dufferin County. On March 24, 2026, Simcoe County Council authorized its Warden and Clerk to execute this agreement.

## Key Highlights of the Agreement Include:

### **What may be provided as assistance?**

- Services, Equipment, Materials, Personnel (e.g. various specialized staff including Information Technology, Emergency Management and Communications professionals, Personal Support Workers, heavy equipment operators, staff to assist in operating an evacuation centre, etc.)

### **How is request for assistance made?**

- CAO (requesting party) asks CAO (other party)
- Request can first be made verbally, followed up in writing up to three days later

### **What are the benefits of having such an agreement?**

- Everyone knows what the process is, reducing confusion in the midst of chaos
- Each CAO is authorized to request and/or to agree to provide assistance;
- Speeds up the process as request doesn't need to go through either Council at the time of the emergency

### **How is the Assisting Municipality kept in the information loop about the emergency/progress, etc.?**

- Assisting Municipality may appoint a representative to Emergency Control Group of the Assisted Municipality for the duration of the emergency

### **Who pays for assistance provided?**

- Assisted Municipality

### **What if the Assisting Municipality wishes to donate some or all of its assistance?**

- Nothing in the agreement prevents the council of the Assisting Municipality from passing a resolution to waive part/all of the fees associated with provision of the assistance if it so wishes

### **What is payable?**

- Wages, salaries, expenses (i.e. reasonable costs incurred by the Assisting Municipality in providing the assistance), excluding employment benefits
- Food, lodging, if necessary, etc.
- Operating costs of personnel, equipment, services, materials (e.g. fuel)

### **Estimates of cost to assist?**

- Assisting Municipality will provide, if practical, estimate of cost to provide assistance

- Equipment will be charged out at current Ontario Provincial Standard Specification (OPSS) 127 rates

**Who is considered the employer of staff sent from the Assisting Municipality to the Assisted Municipality in response to a request for additional staff?**

- Assisting Municipality remains the employer

**Who provides supervision of staff provided by the Assisting Municipality to the Assisted Municipality?**

- Staff provided by the Assisting Municipality will take direction from the on-site supervisor where the assistance is being provided
- However, the Assisting Municipality remains responsible for supervising its personnel and equipment, and staff are expected to bring concerns to their manager as they would in any non-emergency situation
- Supervisors of the Assisting Municipality must be accessible both on-site and remotely, at all times for consultation with staff helping the Assisted Municipality.

**Indemnity**

- If either party fails to meet its responsibilities under the agreement, it promises to protect and cover any resulting losses or legal claims against the other party, whether it is in the position of receiving or providing assistance.

**Limitations**

- Neither party is obligated to provide assistance, with each retaining the right to refuse any request and to offer other options to what was originally requested
- There will be no liability where a party fails to respond to a request for assistance
- There shall be no obligation on the Assisting Municipality to provide further assistance/take action beyond which was specifically agreed upon
- The Assisting Municipality (through its CAO) may withdraw any/all assistance upon providing verbal/written notice

**Standard Terms & Conditions**

- Invoicing and Payment Terms
- Damages, Insurance
- Information Sharing, Confidentiality
- Annual auto-renewal clause, 60-day notice to renegotiate / terminate

## Legislated Requirements

The Emergency Management and Civil Protection Act, R.S.O. 1990, c. E. 9, as amended, provides that the Council of a municipality may make an agreement with another municipality for the provision of any personnel, service, equipment or material during a declared emergency.

For clarity, such agreements do not override or apply to fire services already covered by mutual aid plans established under the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, or those directed by the Ontario Fire Marshal.

## Financial and Resource Implications

None.

## Relevant Consultation

- Internal: CAO, Senior Management Team
  - AODA Compliance (describe)
  - Contribution to Climate Change Action Plan Targets (describe)
- External: Simcoe County CAO, General Managers of Health & Emergency Services, and of Corporate Performance, and the Manager of Emergency Management

## Appendices and Attachments

Mutual Assistance Agreement