

THIS AGREEMENT made in triplicate this ____ day of _____, 2020

B E T W E E N:

THE CORPORATION OF THE CITY OF BRANTFORD
(the “City”)

-and-

THE CORPORATION OF THE COUNTY OF BRANT
(the “County”)

WHEREAS the City is a municipal corporation responsible for the provision of fire protection services in the City of Brantford pursuant to the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4;

AND WHEREAS the County is a municipal corporation and has a fire department responsible for the provision of fire protection services in the County of Brant pursuant to the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4;

AND WHEREAS section 20(1) of the *Municipal Act, 2001, S.O. 2001, c.25* authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS section 1 (4) of the *Fire Protection and Prevention Act, 1997* defines an automatic aid agreement to mean any agreement under which a municipality agrees to ensure the provision of a supplemental response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department situated in the municipality is capable of providing the quickest supplemental response to fires, rescues, and emergencies occurring in the part of the other municipality;

AND WHEREAS PART II section 2 (5) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4; authorizes a municipality to enter into an agreement to,

- (a) provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and
- (b) receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality;

AND WHEREAS section 2 (6) of the *Fire Protection and Prevention Act, 1997* authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide or receive the initial or supplemental response to fires, rescues, and emergencies;

AND WHEREAS the Parties wish to enter into an automatic aid agreement by which the County will provide Mobile Water Supply Apparatus to the City, to the Boundary Lands, and the Parties wish to formalize that agreement in writing;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the covenants, rights, and obligations as contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Article 1 - INTERPRETATION

1.1. **Definitions** In this Agreement,

“**Agreement**” means this agreement;

“Business Day” means a day other than a Saturday, Sunday or any other day on which Brantford City Hall is not open for the transaction of domestic business during normal business hours;

“Brantford Fire Department” means the department of the City known as the City Fire Department, BFD, or Brantford Fire Department;

“City” means The Corporation of the City of Brantford;

“County” means The Corporation of the County of Brant;

“County Fire and Emergency Services” means the department of the County known as Fire and Emergency Services;

“Boundary Lands” means a portion of the geographical area of the City of Brantford, as described in the attached Schedule “A”;

“Effective Date” means the date this Agreement is fully signed by both Parties;

“Event of Default” has the meaning ascribed to it in Article 6;

“MTO Rate” means the set fee that the Ministry of Transportation reimburses municipal fire departments when the municipal fire department responds to incidents on major provincial highways.

“Mobile Water Supply Apparatus” means TWO vehicles designed primarily for transporting (pickup, transporting, and delivering) water to fire emergency scenes to be applied by other vehicles or pumping equipment, commonly referred to as a tanker, and which is capable of transporting a minimum of 2500 gallons of water; and further each vehicle will be manned by the County with a crew of two firefighters;

“Mutual Aid” means a reciprocal no-charge system of emergency response and assistance offered, provided, and requested among and between municipal fire departments authorized to participate in the Brant County Mutual Aid Plan, as approved by the County by bylaw 52-06, and by the City by bylaw 83-2012;

“Party” means either the City or the County and **“Parties”** means both of them;

“Term” has the meaning ascribed to it in section 2.1;

“Termination Date” means December 31, 2025 or earlier termination in accordance with this Agreement.

- 1.2. **Including** Wherever the words “include”, “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” are not considered to set forth an exhaustive list.
- 1.3. **Hereof** The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions are construed as referring to this Agreement in its entirety and not to any particular section or portion of it.
- 1.4. **Headings** The division of this Agreement into articles and sections, schedules, and other subdivisions are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer. Furthermore, unless something in the subject matter or context is inconsistent therewith, references herein to an article, section, subsection, paragraph, clause or schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Agreement.

- 1.5. **Singular, Gender** Words importing the singular number include the plural and *vice versa*. Words importing the masculine gender include the feminine and neuter genders, and words importing persons include firms and corporations and *vice versa*.
- 1.6. **Currency** Unless otherwise expressly specified, all dollar amounts in this Agreement, including the symbol “\$”, refer to Canadian currency.
- 1.7. **Recitals** The recitals in this Agreement are true and correct, and form part of this Agreement.
- 1.8. **Relationship** Nothing in this Agreement creates an employment relationship between the Parties and the County is at all times an independent contractor. Furthermore, nothing contained in this Agreement constitutes or is deemed to create a partnership, joint venture or principal and agent relationship between the County and the City.
- 1.9. **Jurisdiction** This Agreement and the rights of the Parties are governed by the laws of the Province of Ontario and the laws of Canada (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.
- 1.10. **No Contra Proferentem** The provisions of this Agreement have been mutually prepared by the Parties and each Party has had the opportunity to consider each and every term in this Agreement (which the Parties consider reasonable and valid) and to obtain Independent Legal Advice. Should any aspect of this Agreement be brought before a judicial or quasi-judicial hearing, this Agreement will be read, reviewed, and interpreted without regard to *contra proferentem*, and that the rule *contra proferentem* does not apply with respect to the interpretation of this Agreement.
- 1.11. **Severability** If any covenant or obligation in this Agreement or the application thereof is to any extent held to be invalid or unenforceable, the remainder of this Agreement is not affected thereby and each covenant and obligation in this Agreement is separately valid and enforceable to the fullest extent permitted.
- 1.12. **Sole Agreement** This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated and cancels and supersedes any prior understandings, agreements, negotiations and discussions, written or oral, between the Parties. Other than as expressly contained in this Agreement, the Parties are not bound by any representations, collateral agreements, warranties, terms, undertakings, understandings or conditions (whether express or implied).
- 1.13. **Amendment** This Agreement may not be amended, supplemented or otherwise modified in any respect except by written instrument executed by both Parties.
- 1.14. **By Reference** All references to any document (including this Agreement) mean such document, as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified, includes all schedules and exhibits attached thereto.
- 1.15. **Idem** Any reference in this Agreement to all or any part of any manual, statute, regulation, by-law or Council resolution, unless otherwise stated, is a reference to that manual, statute, regulation, by-law or Council resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.
- 1.16. **Calculation of Time** Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

- 1.17. **Conflict and Priority** In the case of conflict among any of the contract documents, such conflict will be resolved by the following priority of documents, where the higher document takes priority over a lower document:
- (a) This Agreement not including any schedules or documents incorporations by reference;
 - (b) Schedule A to this Agreement, as may be amended or superseded; and
 - (c) Any documents incorporated by reference.
- 1.18. **Schedules** The following schedules form part of this Agreement:

Schedule “A” Boundary Lands

Article 2 - TERM and TERMINATION

- 2.1. **Term** The term of this Agreement shall come into force on the Effective Date and, shall remain in force until the Termination Date.
- 2.2. **Early Termination** Either Party may, at any time, upon at least six months written notice to the other, terminate this Agreement.
- 2.3. **No Damages** Save and except for rights set out in this Agreement, neither the City nor the County shall have any right to damages as a result of any termination of this Agreement in accordance with this Article.
- 2.4. **Rights on Termination** Termination of this Agreement is without prejudice to any rights of the Parties that may have accrued prior to the Termination Date.

Article 3 - SERVICES

- 3.1. **Tankers** Subject to section 3.2, the County agrees to provide, in accordance with section 3.3, Mobile Water Supply Apparatus, each filled with clean water, to the City in the Boundary Lands, as requested by the Brantford Fire Department.
- 3.2. **Form of Request** The Brantford Fire Department will request the provision of the Mobile Water Supply Apparatus to a specified location in the Boundary Lands, on an as needed basis. The request will be made by telephone to the County Fire and Emergency Services.
- 3.3. **Level of Service** Upon receiving a request from the City for the provision of Mobile Water Supply Apparatus, the County will make best efforts to forthwith dispatch the Mobile Water Supply Apparatus to leave the County and attend the location specified by the City within 60 seconds, 90 percent of the time.

Article 4 - FINANCIAL MATTERS

- 4.1. **Invoice** The County will provide an invoice to the City each time the City requests that the Mobile Water Supply Apparatus be sent to the Boundary Lands. Such invoice will be generated by the County and sent to the City within 30 days of attendance to the Boundary Lands. The Invoice will be sent to the Brantford Fire Department at the address set out in section 8.2.
- 4.2. **Payment** The amount to be invoiced by the County and paid by the City shall be in accordance with the following for the attendance of the Mobile Water Supply Apparatus to the Boundary Lands upon the request of the City:

	Mobile Water Supply Apparatus	Additional Assistance*
First Hour (or partial hour)	2 X MTO Rate	Mutual Aid
Additional Hours	Mutual Aid	Mutual Aid

*Additional Assistance may mean additional tankers, additional firefighters or other equipment

- 4.3. **Interest** Amounts payable pursuant to this Agreement, shall bear interest at the rate of 1.5% per month if not paid within 30 days of the date sums are due and owing.

Article 5 - INSURANCE AND INDEMNITY

- 5.1. **Insurance** Each Party will maintain at its own expense, as a minimum, the following types of insurance with insurers in good standing and licensed to provide insurance under the laws of the Province of Ontario in a form satisfactory to the other Party:
- (a) A commercial general liability insurance policy for bodily injury, including death, and property damage in an amount of not less than \$20 million dollars inclusive limited for each and every occurrence, such insurance must include:
 - (i) The other Party as an additional insured;
 - (ii) Non-owned automobile liability extension;
 - (iii) Cross liability and severability of interest clauses; and
 - (iv) Broad form contractual liability clause;
 - (b) an automobile third party liability insurance policy for bodily injury, including death, and property damage in an amount of not less than \$5 million per occurrence; and
 - (c) error's and omission's liability insurance in an amount of not less than \$20 million inclusive per occurrence.
- 5.2. Upon execution of this Agreement and 30 days prior to each renewal date of such insurance, each Party must deliver to the other a certificate of insurance.
- 5.3. Each Party is responsible for its own deductible which may apply in relation to the insurance requirements required pursuant to this Article.
- 5.4. INTENTIONALLY DELETED.
- 5.5. The insurance policies as required in this Article will include a provision that, if cancelled or changed in any manner that would affect a Party as outlined in the coverage specified, 30 days prior written notice by mail or facsimile transmission will be given by the insurer(s) to the both Parties.
- 5.6. Each Party shall provide to the other proof of insurance, identifying all lines of coverage, by way of a Certificate of Insurance in a form satisfactory to the other Party, each year or 10 days prior to renewal of the policy. The City will maintain and provide proof of insurance equal to the expected coverage requirement for the County during the Term.
- 5.7. **Insurance Coverage** The insurance requirements contained this Article are not an opinion or declaration of the appropriate nature or amount of coverage which the either Party should carry. It is the sole responsibility of each Party to determine what additional coverage, if any, is necessary and advisable for its own protection or to fulfil its obligations, including any obligations under this Agreement. Any such additional insurance shall be obtained and maintained at the sole expense of the Party obtaining the insurance.
- 5.8. **WSIB** The County will maintain in good standing coverage under the *Workplace Safety Insurance Act, 1997*, as may be required, and will strictly observe and fulfill all occupational health and safety standards and requirements in the completion of the Services.

- 5.9. **No Liability** Neither Party is liable to the other for any failure to perform, or delay in the performance of any obligation under this Agreement caused by circumstances beyond its reasonable control, including, without limitation, acts of God, fire, strike, lockout, interruption of telecommunications or other utility services essential for the discharge of a Party's obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action, provided that the non-performing or delayed Party notifies the other Party verbally and in writing of the existence of an reasons for the circumstance as soon as reasonably possible, and uses every reasonable effort on a continuous basis to alleviate the circumstance giving rise to the non-performance or delay.
- 5.10. **Indemnity by County** The County will indemnify, defend, and save harmless the City, its employees, elected officials, officers, agents, personnel, volunteers, and assigns from and against all liability, claims, demands, losses, costs, actions, damages (including consequential damages, fines or penalties), suits or other proceedings including personal injury or death, by whomsoever made, brought or prosecuted in any manner against the City resulting from the actions or omissions or alleged actions or omissions of the County, save and except to the extent that any such liability, claims, demands, losses, costs, actions, damages, suits or other proceedings occur as a result of the negligence or willful misconduct of the City or its employees, elected officials, officers, agents, personnel, volunteers, and assigns.
- 5.11. **Indemnity by City** The City will indemnify, save harmless and defend the County, its employees, elected officials, officers, agents, personnel, volunteers, and assigns from and against all liability, claims, demands, losses, costs, actions, damages (including consequential damages, fines or penalties), suits or other proceedings including personal injury or death, by whomsoever made, brought or prosecuted in any manner against the County resulting from the actions or omissions or alleged actions or omissions of the City, save and except to the extent that any such liability, claims, demands, losses, costs, actions, damages, suits or other proceedings occur as a result of the negligence or willful misconduct of the County or its employees, elected officials, officers, agents, personnel, volunteers, and assigns.
- 5.12. **MFIPPA** The City and County are each subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56 with respect to, and the protection of, information under its custody and control. Personal information is collected pursuant to section 2, 4, 8, 9, and 20 of the *Municipal Act, 2001* and section 2 of the *Fire Protection and Prevention Act, 1997*, and may be used for (i) administration of this Agreement; (ii) to contact the County; (iii) insurance purposes (including defense of claims); (iv) the collation of group and meta data; (v) assessment of the program generally; (vi) training purposes; (vii) and as otherwise permitted or required by law. If you have questions regarding the collection, use or disclosure of personal information collected under or pursuant to this Agreement, please contact the Chief of the Brantford Fire Department, at the contact information set out in section 8.2.
- 5.13. **Upon Termination** Upon termination of this Agreement, the Parties will forthwith surrender to each other any and all confidential materials in their possession or control and relating directly to this Agreement.

Article 6 - TERMINATION and EVENT OF DEFAULT

- 6.1. **Early Termination** Either Party may terminate this Agreement in accordance with section 2.2.
- 6.2. **Event of Default** An “**Event of Default**” constitutes any one or more of the following:
- a. A Party becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the County's existence or the liquidation of its assets;
 - b. a trustee, receiver, receiver/manager, or a person acting in a similar capacity is appointed with respect to the business or assets of the County;

- c. the County ceases or threatens to cease to carry on business in the normal course;
 - d. The County makes a bulk sale;
 - e. Any assets of the County are seized under execution or attachment;
 - f. The County is unable to meet its obligations as they come due;
 - g. the County fails to proceed to perform the services in a diligent manner;
 - h. the County makes an assignment or other transfer of rights under this Agreement other than in accordance with the provisions of this Agreement; or
 - i. the County fails to observe or perform any of the terms, covenants or conditions of this Agreement and such failure to observe or perform is not remedied within 3 days of written notice of such failure.
- 6.3. For the purposes of Article 6, the Party who commits an Event of Default shall be referred to as the “Defaulting Party” and the other party shall be referred to as the “Non-Defaulting Party”.
- 6.4. **Remedies** If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Agreement, the Non-Defaulting Party has the following rights and remedies which are cumulative and not alternative:
- a. to terminate this Agreement upon written notice, and in such case the Non-Defaulting Party has no obligation to pay any sums to the Defaulting Party whether in equity or otherwise;
 - b. to remedy or attempt to remedy any default under this Agreement. The Defaulting Party will pay to the Non-Defaulting Party all expenses incurred by it in connection therewith; and
 - c. to recover from the Defaulting Party all damages, costs and expenses, including legal costs on a complete indemnity basis, as a result of the Event of Default.
- 6.5. **Costs by the County.** The County will pay to the City all damages, costs and expenses (including all legal fees and costs on a complete indemnity basis) incurred by the City in enforcing the terms of this Agreement, or with respect to any matter or thing which is the obligation of the County under this Agreement, or in respect of which the County has agreed to insure or to indemnify the City.
- 6.6. **Costs by the City.** The City will pay to the County all damages, costs and expenses (including all legal fees and costs on a complete indemnity basis) incurred by the County in enforcing the terms of this Agreement, or with respect to any matter or thing which is the obligation of the City under this Agreement, or in respect of which the City has agreed to insure or to indemnify the County.
- 6.7. **Remedies Cumulative and Not Exhaustive** Notwithstanding any other provision of this Agreement, the Non-Defaulting Party may from time to time resort to any or all of the rights and remedies available to it in an Event of Default hereunder, either by any provision of this Agreement, by statute or by common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Non-Defaulting Party by statute or common law.
- 6.8. **Failure to Comply with Other Agreements** If either Party:
- (a) Has failed to comply with any term, condition or obligation under any other agreement between the Parties (“Failure”);
 - (b) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (c) Such Failure is continuing,
- Then such Failure is deemed an Event of Default under this Agreement and the Non-Defaulting Party may, at any time, take one or more of the actions or seek any remedy available to the Non-Defaulting under this Contract.

Article 7 - DISPUTE RESOLUTION

- 7.1. In the event of any disputes, differences or question arising between the Parties hereto, arising out of this Agreement, whether during the Term or after, that cannot be settled between the Parties, then each such dispute, difference or question may be submitted to and settled by arbitration and the decision of the arbitrator appointed to deal with such matters will be final and binding.
- 7.2. Any arbitration conducted pursuant to this Article will be conducted by a single arbitrator if the Parties agree or by an arbitrator appointed by a Judge of the Supreme Court of Ontario. The arbitration will be conducted in accordance with the provisions of the *Arbitration Act (Ontario)*. It is hereby agreed that it will be a condition precedent to any action being instituted by either Party against the other of any liability in connection with this Agreement that the matter must be first referred to arbitration as herein provided.

Article 8 - NOTICE

- 8.1. **Notice** Whenever notice is required to be given, such notice must be in writing and delivered personally, mailed by prepaid mail, sent by facsimile or by email. A notice or other document so sent is deemed to have been given,
- a. if delivered personally, on the date of such delivery and receipt;
 - b. if transmitted by facsimile or by email, on the Business Day following the day of sending such notice or document; and
 - c. if mailed, on the fifth (5th) Business Day following the day such notice or document was deposited in a post office or public letter box.

- 8.2. **City Contact** Where notice is to be provided to the City, such notice will be provided,

*In the case of a notice of claim,
which must be delivered personally*
The Corporation of the City of Brantford
City Hall, 100 Wellington Square
Brantford, ON N3T 2M2
Attention: City Clerk

In all other cases:
The Corporation of the City of Brantford
P.O. Box 61, 60 Clarence Street
Brantford, ON N3T 5M3
Attention: Fire Chief
E/M: tbinkley@brantford.ca

- 8.3. **County Contact** Where notice is to be provided to the County, such notice will be delivered to:

*In the case of a notice of claim,
which must be delivered personally*
The Corporation of the County of Brant
26 Park Avenue
Burford, ON N0E 1A0
Attention: City Clerk

In all other cases:
The Corporation of the County of Brant
Fire Department
61 Dundas St E
Paris ON N3L 3H1
Attention: Fire Chief
E/M: geoff.hayman@brant.ca

- 8.4. **Contact Change** Either Party may change their contact information, from time to time, by written notice given to the other Party in accordance with this Article 8, and upon receipt of such notice, the Party receiving such information will thereafter rely on that contact information as if it has been inserted in sections 8.2 or 8.3 hereof, as the case may be.

Article 9 - GENERAL

- 9.1. **Further Assurance** Each Party will from time to time execute and deliver or cause to be executed and delivered all such further acts and things as the other Party may, from time to time, reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.
- 9.2. **Compliance with Laws** The Parties will promptly comply with all laws, ordinances and lawful orders and regulations issued by any federal, provincial, municipal or other agency

having jurisdiction, including but not limited to obtaining any and all applicable licenses or permits. The Parties will not perform any acts or carry out any practices which injure or damage persons or property, or that are a nuisance or a menace to others.

- 9.3. **Conflict of Interest** Each Party declares that it does not have any conflict of interest, whether actual or potential, arising out of this Agreement; and further, the each Party covenants to disclose any conflict of interest, actual or potential, arising during the currency of this Agreement.
- 9.4. **Counterparts** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and both of which together constitutes one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page to the other Party by facsimile transmission and such transmission constitutes delivery of an executed copy of this Agreement to the receiving Party as of the date of receipt thereof by the receiving Party or such later date as may be specified by the sending Party as part of such transmission. Notwithstanding the foregoing, either Party may demand a fully executed single copy of this Agreement.
- 9.5. **Successors and Assigns** This Agreement and everything in it is binding upon and enures to the benefit of and is binding on the Parties, and their respective successors, heirs, administrators, executors, legal representatives, and permitted assigns. Neither party may assign, transfer or otherwise dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party, which may be unreasonably withheld.
- 9.6. **Time** Time is of the essence.
- 9.7. **Force Majeure** Notwithstanding any other provision of this Agreement, in the event that either the City or the County is delayed, hindered, or prevented from the performance of any act required hereunder, by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act is postponed for a period of time equivalent to the time lost by reason of such delay, but the Term of this Agreement is not extended for a period of time equivalent to the time lost by reason of such delay.
- 9.8. **Waiver of Rights** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement is effective only if it is in writing and signed by the Party giving it, and delivered in accordance with Article 8, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement operates as a waiver of such right. No single or partial exercise of any such right precludes any other or further exercise of either Party's rights.
- 9.9. **Municipal Discretion** Nothing contained in this Agreement and no decision made or action taken by a Party pursuant to this Agreement in any manner limits or restricts the normal exercise of discretion by various municipal departments and officials pursuant to any statute, by-law or regulation, and nothing contained in this Agreement requires any such municipal department or official(s) acting pursuant to such statute, by-law or regulation to give his, her or its approval in respect of any matter, notwithstanding any provision of this Agreement or any consent, approval or other action of a Party made pursuant to this Agreement.

9.10. **Survival** Articles 5 (Insurance and Indemnity), 6 (Default and Remedies), and 7 (Dispute Resolution) survive termination of this Agreement.

IN WITNESS WHEREOF the Parties have affixed their corporate seals duly attested by the hands of their proper officers in that behalf.

In the case of the City, signed this ____ day of _____, 2020

**THE CORPORATION OF THE
CITY OF BRANTFORD**

Name:
Title:

Name:
Title:

In the case of the County, signed this ____ day of September, 2020

**THE CORPORATION OF THE
COUNTY OF BRANT**

David Bailey
Mayor, County of Brant

Schedule "A"
Boundary Lands

