

This Agreement made effective this 1st day of October, 2020.

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN  
(hereinafter “Elgin”)

Of The First Part

AND:

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD  
(hereinafter “Southwold”)

Of the Second Part

AND:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN  
(hereinafter “West Elgin”)

Of the Third Part

WHEREAS the Emergency Management and Civil Protection Act, R.S.O. 1990, Chap. E. 9., as amended (the “Act”), requires every municipality within the Province of Ontario to develop and implement an emergency management program and the council of each such municipality to by by-law adopt that emergency management program.

AND WHEREAS any such emergency management program includes, amongst other elements, an emergency management plan, training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and necessary activities, and public education on risks to public safety and on public preparedness for emergencies;

AND WHEREAS the Act further contemplates both that every municipality shall conduct training programs and exercises to ensure the readiness of employees of the municipality and other persons to act under the emergency plan formulated, developed and implemented by the municipality and that the municipality shall review and, if necessary, revise its emergency plan every year;

AND WHEREAS the Act also contemplates that the council of a county, as an upper-tier municipality, may, with the consent of the council(s) situated within the County, co-ordinate and assist in the formulation of emergency plans by such lower tier municipalities, in satisfaction of the statutory obligation referenced above;

AND WHEREAS Elgin has employed and appointed a Fire Training Officer/Community Emergency Management Co-Ordinator (hereinafter “Officer”) to not only develop and implement an emergency management program for Elgin but also to serve as a resource person qualified and able, among other things, to assist in the development and implementation and co-ordination of an emergency management program for lower tier municipalities situated within the territorial limits of Elgin County;

AND WHEREAS Southwold and West Elgin, as lower tier municipalities situated within the territorial limits of Elgin County, have indicated a desire to utilize the services of the Officer to develop and implement an emergency management program with its own municipality and as co-ordinated with the emergency management program of Elgin;

AND WHEREAS Elgin is prepared to make the services of the Officer available to Southwold and West Elgin for such purposes and on a one (1) year pilot project basis;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, Chap. 25, as amended, contemplates and provides for agreements between municipalities for the provision of services which each involved municipality is required to deliver and provide within its own territorial limits;

AND WHEREAS Elgin, Southwold, and West Elgin have reached consensus and agreement as to the terms and conditions by which the Officer shall provide assistance to each such lower tier municipality in the development, implementation, and co-ordination of an emergency management program within its own territorial limits;

AND WHEREAS Elgin, Southwold, and West Elgin wish to reduce the said terms and conditions of such consensus and agreement to writing,

NOW THEREFORE, in consideration of payment of the sum of ONE DOLLAR (\$1.00) now paid by the Parties hereto each to the other and the mutual promises and covenants hereinafter contained, the receipt and/or sufficiency of which is hereby acknowledged, the Parties hereto agree and covenant as follows:

#### 1.0 Definitions

1.1 “Emergency Management Program” means a program developed pursuant to and for the purposes contemplated by the Emergency Management and Civil Protection Act, R.S.O. 1990, Chap. E. 9, as amended (the “Act”).

1.2 “Officer” means the Fire Training Officer/Community Emergency Management Co-ordinator employed by Elgin and thereafter utilized from time to time by the local municipalities identified above through provision of assistance in the development, implementation, co-ordination, of a local emergency management program.

1.3 “Southwold” means The Corporation of the Township of Southwold.

1.4 “West Elgin” means The Corporation of the Municipality of West Elgin.

1.5 “Contracting local municipalities” means, collectively, the Parties to this Agreement other than Elgin and, as individually named, Southwold and West Elgin.

#### 2.0 Term

2.1 This Agreement shall commence and be deemed effective on the 1<sup>st</sup> day of \_\_\_\_\_, 2020, and, unless otherwise terminated early in accordance with the terms and conditions hereof, shall expire and end on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (hereinafter “Term”).

#### 3.0 Appointment and General Statement of Services

3.1 During the Term that this Agreement is in effect, but at all times in its unfettered discretion, Elgin will employ and appoint the Officer, whose express duties shall include, as generally stated and amongst others, rendering assistance to the contracting local municipalities in the development, implementation, and co-ordination of an emergency management program within the territorial limits of such contracting local municipalities.

3.2 During the Term of this Agreement, each contracting local municipalities shall appoint the Officer as and maintain the appointment of the Officer as the Community Emergency Management Co-Ordinator for such municipality, such appointment to be made by by-law, and the Officer shall thereafter have the rights, privileges, and obligations of such Officer within each such local municipality.

#### 4.0 Services

- 4.1 For purposes of this Agreement, the Officer, as the local Community Emergency Management Co-Ordinator, shall provide the services set forth in Schedule "A" hereto to each such contracting local municipality.

#### 5.0 Limitation on Service Hours

- 5.1 Subject to contrary direction from the Chief Administrative Officer for Elgin for reason of, among other things, statutory holidays, authorized vacation, and/or competing service priorities, the Officer shall be available to provide services to the contracting local municipalities for up to twenty (20) hours per week, between the hours of 8:30 AM and 4:30 PM, daily.

#### 6.0 Monitoring of and Reporting by the Officer

- 6.1 Subject to that set forth in section 6.2 below, the Parties hereto specifically acknowledge and agree that, as an employee of Elgin, the primary reporting function and supervision requirement for the Officer is to the Chief Administrative Officer for Elgin.
- 6.2 Notwithstanding that set forth in section 6.1 above, the Parties hereto specifically agree that, for purposes of this Agreement and the provision of services as contemplated hereunder, the relevant activities of the Officer shall be monitored by the Chief Administrative Officer of the local municipality or, if none, the Clerk of such local municipality.

#### 7.0 Records

- 7.1 The Officer shall create and maintain records detailing his or her activities as contemplated by this Agreement, including but not limited to those required by the Act or any other statute, regulation, or by-law and/or as otherwise detailing the hours of work devoted to the benefit of, or on behalf of, each contracting local municipality during any specific workday.
- 7.2 The records referred to in section 7.1 above shall be maintained by Elgin in accordance with its retention policies and protocols and, furthermore and upon reasonable notice, each of the contracting local municipalities hereto shall have access to such records upon demand and during normal business hours of Elgin and, further thereto, each such contracting local municipality shall be permitted to photocopy any such record relating to the services rendered by the Officer to such municipality.
- 7.3 In addition to the creation and maintenance of records by the Officer and Elgin as set forth in sections 7.1 and 7.2 above, the contracting local municipalities, through its Chief Administrative Officer/Clerk, may maintain its own records of services delivered by the Officer as local Community Emergency Management Co-Ordinator, including but not limited to the results of training and education programs and any certification achieved or earned by any individual employee of the municipality.

#### 8.0 Payment for Services Through Levy to Local Municipalities

- 8.1 The Parties hereto acknowledge and agree that all costs and expenses associated with employment of the Officer for purposes of delivery of services as contemplated by this Agreement shall be borne, in the first instance, by Elgin.
- 8.2 The Parties hereto further acknowledge, agree, and understand that the said costs and expenses associated with employment of the Officer for purposes of delivery of services as contemplated by this Agreement shall be absorbed by Elgin as part of the annual levy process, without additional cost or charge to the contracting local municipalities hereto;

provided that it is understood and agreed that Elgin is not bound to that same arrangement in any subsequent Agreement for the provision of the same or similar services to the contracting local municipalities herein or any other lower tier municipality within the territorial limits of the County of Elgin.

8.3 The Parties hereto further agree that Elgin shall not charge the contracting local municipalities for delivery of services as contemplated by this Agreement by the Officer; provided at all times that Elgin shall be entitled to charge and shall invoice any contracting local municipality, or combination thereof, for any external cost or expense incurred by Elgin, through the Officer, as associated with the delivery of a service or services to any contracting local municipality or municipalities, as the case may be, including but not limited to any cost or expense incurred for an outside consultant or service provider, but at all times which cost or expense had been authorized by the involved contracting local municipality before such cost or expense has been incurred by Elgin through the Officer.

8.4 In the event that Elgin shall incur an external cost or expense as set forth in section 8.3 above,

- (i) Elgin shall deliver an invoice to each involved contracting local municipality, which invoice shall include a photocopy of any documentation supporting the nature and amount of such external cost or expense, and each such local municipality shall pay the amount of such invoice to Elgin within thirty (30) days of its delivery; and,
- (ii) In the event that the external cost or expense invoiced by Elgin is associated with delivery of a service to more than one contracting local municipality, then the amount of such external cost or expense shall be shared proportionally based upon participation by each of the involved local municipalities and the principal amount of any invoice issued by Elgin shall be in the amount of such proportional share.

#### 9.0 Termination/Suspension

9.1 Elgin shall be at liberty to terminate this Agreement at any time and without notice to any other Party hereto in the event that it no longer employs the Officer, which such termination shall be without compensation payable by or liability against Elgin, save and except for credit for any unused share of the municipal levy paid by any other Party hereto in accordance with section 8.0 above as based upon number of days of any calendar year during which the Officer was no longer employed by Elgin.

9.2 Any Party hereto, other than Elgin, shall have no right to terminate or withdraw from this Agreement.

9.3 In addition to that set forth above and without compensation payable to or liability against Elgin, Elgin shall be at liberty to suspend the availability of the Officer to provide services as contemplated herein to any other one or combination of contracting local municipalities hereto if Elgin, in its unfettered discretion, determines that the Officer has been the victim of harassment, unfair treatment, discrimination, or conduct constituting a violation of any term of employment or employment policy applicable to the Officer's employment by Elgin by any such one or combination of local municipalities, which suspension shall be continued and/or terminated only in the discretion of Elgin.

9.4 Notwithstanding the rights and terms of termination and/or suspension as set forth in sections 9.1 and 9.3 above, Elgin agrees and commits to use reasonable effort to provide prior notification of its decision to terminate and/or suspend the within Agreement to any involved local municipality or municipalities adversely affected by such decision.

## 10.0 Insurance/Save Harmless

10.1 Throughout the Term that the within Agreement is in effect, Elgin shall ensure that the activities of the Officer as contemplated herein shall be insured in accordance with its practices for insuring its employees, including but not limited to liability coverage to a limit of not less than \$5,000,000.00 per occurrence.

10.2 Throughout the Term that the within Agreement is in effect and without prejudice to the obligations of insurance as set forth in section 10.1 above, Elgin agrees to hold harmless and indemnify each of the other Parties hereto, as a contracting local municipality and including but not limited to their respective Mayors, Councillors, administration, staff, employees, consultants, servants, agents, and contractors and further including those persons' heirs, executors, successors, and assigns, against and in respect of any and all claims, causes of action, demands, suits, debts, dues, and/or costs, including legal costs, suffered or incurred by any such person or entity, or combination thereof, as arising from or in any way connected with or related to any activity of the Officer as taken in bad faith or otherwise not in accordance with the provisions of this Agreement.

10.3 Throughout the Term that the within Agreement is in effect and in relation to the activities of the Officer as contemplated herein, each contracting local municipality as a Party hereto, namely Southwold and West Elgin, shall, at its own expense, obtain and maintain insurance coverages, including but not limited to liability insurance coverage, in accordance with its insuring practices for its own employees, servants, agents, consultants, and contractors but at no time to a limit of less than \$5,000,000.00 per occurrence, including but not limited as to perils covered, policy limits, deductibles, and exclusions, at all times providing that both Elgin and the individual Officer shall be named as additional insureds under the terms of such policy or policies.

10.4 Throughout the Term that the within Agreement is in effect and without prejudice to the obligations of insurance as set forth in section 10.3 above, each local municipality as a Party hereto, namely Southwold and West Elgin, also agrees to hold harmless and indemnify Elgin, including but not limited to its Warden, Councillors, administration, staff, employees, consultants, agents, contractors and servants, and the individual Officer acting as the Elgin and local Community Emergency Management Co-ordinator and further including their respective heirs, executors, administrators, successors, and assigns, as the case may be, against and in respect of all claims, causes of action, demands, suits, debts, dues, and/or costs, including legal costs, suffered or incurred by any such entity or person or combination thereof as arising from or in any way connected with or related to any activity by the Officer while performing services as contemplated by and in accordance with this Agreement, providing at all times that the Officer was performing those services in good faith and in accordance with his or her abilities, experience, and education.

## 11.0 Release

11.1 Each contracting local municipality, as a Party hereto, namely Southwold and West Elgin, hereby releases and forever discharges Elgin, including but not limited to its Warden, Councillors, administration, staff, employees, consultants, agents, contractors, and servants and further including their respective heirs, executors, administrators, successors, and assigns, against and in respect of all claims, causes of action, demands, suits, debts, dues, and/or costs, including legal costs, suffered or incurred by any such entity or individual or any combination thereof as arising from or in any way connected with or related to any activity by the Officer while performing services as contemplated by this Agreement, providing at all times that the Officer was performing those services in good faith, in accordance with his or her abilities, experience, and education, and in accordance with the provisions of this Agreement.

11.2 Each contracting local municipality, as a Party hereto, namely, Southwold and West Elgin, hereby releases and forever discharges the Officer, including his or her heirs, executors,

administrators, successors, and assigns, as the case may be, against and in respect of all claims, causes of action, demands, suits, debts, dues, and/or costs, including legal costs, suffered or incurred by any such person or persons or combination thereof as arising from or in any way connected with or related to any activity by the said Officer while performing services as contemplated by this Agreement, providing at all times that the Officer was performing those services in good faith, in accordance with his or her abilities, experience, and education, and in accordance with the provisions of this Agreement.

## 12.0 Miscellaneous

12.1 If any notice is required to be given pursuant to this Agreement, such notice shall be delivered by mail, hand, or facsimile transmission to the following addresses:

To Elgin at: 450 Sunset Drive,  
St. Thomas, Ontario, N5R 5V1  
Fax (519)-633-7661

To Southwold at: 35663 Fingal Line  
Fingal, Ontario, N0L 1K0  
Fax (519)769-2837

To West Elgin at: 22413 Hoskins Line  
Rodney, Ontario N0L 2C0  
Fax (519)785-0644

12.2 Nothing in this Agreement shall relieve the Parties from compliance with all applicable municipal by-laws, laws, and/or regulations having jurisdiction over any matter relevant to this Agreement.

12.3 This Agreement, including any Schedule annexed hereto and forming a part hereof, sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties hereto and there are no other covenants, promises, agreements, conditions, or understandings, either oral or in writing, between them with respect to the matters herein addressed other than as set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties hereto unless reduced to writing and signed by all of them. It is further understood and agreed that all of the agreements and provisions contained in this Agreement are to be construed as covenants on the part of all Parties hereto.

12.4 The failure of any Party at any time to require performance by another Party in respect of any matter addressed in this Agreement shall in no way affect its right thereafter to enforce that or any other obligation nor shall the waiver by any Party for the performance of any obligation hereunder by any Party hereto be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at a later time. All Parties hereto retain their respective rights at law to enforce this Agreement.

12.5 Time shall be of the essence of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of all Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and the time shall be determined to remain of the essence of this Agreement notwithstanding any extension of any time limit.

12.6 This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

12.7 The headings, subheadings, and section, subsection, clause and paragraph numbers are inserted for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

12.8 This Agreement shall be construed with all changes in number and gender as may be required by the context.

12.9 All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

12.10 The Parties agree that all covenants and conditions contained in this Agreement shall be severable and that, should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining conditions and covenants and the remainder of the Agreement shall remain valid and not terminated thereby.

12.11 This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.0 Signature in Counterparts

13.1 This Agreement, including any associated agreements or documents required in connection herewith, may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by their authorized signing officials or representatives this       day of       , 2020.

SIGNED, SEALED & DELIVERED

in the presence of

) **Corporation of the County of Elgin**

)

)

) per: \_\_\_\_\_

) Name: David Mennill

) Position: Warden

)

)

) per: \_\_\_\_\_

) Name: Julie Gonyou

) Position: CAO/Clerk

)

) We have authority to bind the Corporation

)

)

) **The Corporation of the Township of Southwold**

)

)

) per: \_\_\_\_\_

) Name: Grant Jones

) Position: Mayor

)

)

) per: \_\_\_\_\_

) Name: Ken Loveland

) Position: Chief Administrative Officer/Clerk

)

) We have authority to bind the Corporation

)

)

)

) **The Corporation of the Municipality of**  
) **West Elgin**  
)  
)  
) per: \_\_\_\_\_  
)     Name: Duncan McPhail  
)     Position:     Mayor  
)  
)  
)  
) per: \_\_\_\_\_  
)     Name: Magda Badura  
)     Position:     CAO/Treasurer  
)  
) We have authority to bind the Corporation



**SCHEDULE "A"**  
**Scope of Services**

- Advise Municipal Council, through the Chief Administrative Officer/Clerk, on matters related to emergency management, including but not limited to design, preparation, and implementation of emergency management program
- Prepare and supervise public education programs relating to risks to public safety and public preparedness for emergencies
- Prepare and supervise training programs and exercises for employees of the municipality and other associated persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities
- If necessary, design and prepare an Emergency Response Plan for the municipality and/or otherwise conduct an annual review of the existing local Emergency Response Plan and recommend any necessary revisions thereto
- Support and participate in meetings of the Emergency Management Program Committee for the municipality
- Assist the municipality to achieve compliance with obligations pursuant to the Emergency Management and Civil Protection Act (Ontario), including but not limited to:
  - creation/maintenance of Hazard Identifications and Risk Assessment List
  - creation/maintenance of Critical Infrastructure List
  - preparation and submission of compliance documentation to Emergency Management Ontario
- Subject to any recognized and declared conflict of interest with role as Community Emergency Management Co-Ordinator for Elgin County and in the event of activation of Emergency Operations Centre,
  - attend at Emergency Operations Centre as local Community Emergency Management Co-Ordinator
  - perform functions as local Community Emergency Management Co-Ordinator as detailed in the Emergency Response Plan
  - as necessary and/or required, provide support to any municipal emergency response.

Date: October 1, 2020

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Corporation of the County  
of Elgin

- and -

The Corporation of the  
Township of Southwold

- and -

The Corporation of the  
Municipality of West Elgin

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Community Emergency  
Management Coordinator  
Agreement

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Stephen H. Gibson  
450 Sunset Drive  
St. Thomas, ON N5R  
5V1

County Solicitor