



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: David Sundin, BA (Hons), LL.B., Director, Legislative and Legal Services/County Solicitor

Date: Wednesday, January 15, 2025

Subject: Tri-Party Emergency Response Services Agreement

Report #: 2025-0115-LLS-R03-DMS

Purpose

The purpose of this Administrative Report (the "**Report**") is to provide County Council with information related to a proposed Tri-Party Emergency Response Services Agreement (the "**Agreement**") and to obtain County Council's authorization for the Clerk and the Warden to execute the said Agreement on behalf of the County.

Background

The *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 (the "**EMCPA**") imposes certain obligations on the Province and on Municipalities with respect to emergencies.

For the purposes of the *EMCPA* and this Report:

- an "emergency" means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise ("**Emergency**"); and
- "necessary good, services, and resources" includes food, water, electricity, fossil fuels, clothing, equipment, transportation, and medical services and supplies ("**Services**").

The *EMCPA* includes the following key provisions for municipalities to consider:

- *2.1(1) Every municipality shall develop and implement an emergency management program and the council of the municipality shall by by-law adopt the emergency management program.*

- *3(1) Every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan.*

The County has for a number of years paid funds to have the Canadian Red Cross Society (the "**Red Cross**") on standby to provide the Services in the event of an Emergency. Prior to 2024, the City of Windsor (the "**City**") contracted with the Red Cross for the provision of Services in the event of an Emergency for both the City and the County, with the City then charging a portion of the cost back to the County.

Discussion

In 2023 I became aware that the City had been contracting on the County's behalf for a number of years for the services of the Red Cross, and then charging the County's share back to it, despite there being no authorization for the City to do so.

The discovery of this longstanding practice, together with an understanding that should an Emergency impact either the City or the County there is the clear potential for both being affected, resulted in the County commencing negotiations with the City and the Red Cross for a Tri-Party Agreement.

It was anticipated that the Agreement would be ready for execution in early 2024. However, due to a number of delays in approvals being granted by others, finalizing the Agreement and obtaining the authority to execute the Agreement has been delayed until now. The Parties have agreed to assign an effective date of January 1, 2024, and to govern themselves as if the Agreement had been executed on or about that date. The Agreement will terminate on December 31, 2026.

Entering into the Agreement supports both the County's obligations under the *EMCPA* and furthers the County's strategic goals of Working as Team Essex County and becoming a Regional Powerhouse.

Financial Implications

The financial implications of entering into the Agreement is the same as in previous years, i.e. the County is obligated to provide payment of its share of the annual costs of having the Red Cross on standby to provide Services during an Emergency. During the course of this Agreement, based on population, the County is obligated to pay 45.6% of the annual \$48,000.00

cost, which equals the sum of \$21,888.00. There will be further financial implications should an Emergency be declared and the Red Cross is asked by the County to respond and provide the Services.

The sum of \$21,888.00 for 2024 has been accrued and will be paid upon execution of the Agreement. The amounts required for 2025 and 2026, will be budgeted for and paid following the Red Cross invoicing the County for same in each of those years.

Continuing to pay the Red Cross to be on standby to provide the Services in the event of an Emergency is more cost effective than the County acquiring all the various supplies required to provide the Services itself. Further, after acquiring supplies, the County may have to replace them prior to the supplies ever being used, as most of the required supplies have a limited shelf life.

Consultations

Various consultations were held with members of Administration for the City of Windsor and the Red Cross in drafting the Agreement.

Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Scaling Sustainable Services through Innovation <input checked="" type="checkbox"/> Focusing "Team Essex County" for Results <input checked="" type="checkbox"/> Advocating for Essex County's Fair Share 	<ul style="list-style-type: none"> <input type="checkbox"/> Being an Employer with Impact <input checked="" type="checkbox"/> A Government Working for the People <input type="checkbox"/> Promoting Transparency and Awareness 	<ul style="list-style-type: none"> <input type="checkbox"/> Providing Reliable Infrastructure for Partners <input checked="" type="checkbox"/> Supporting Dynamic and Thriving Communities Across the County <input type="checkbox"/> Harmonizing Action for Growth <input type="checkbox"/> Advancing Truth and Reconciliation

Recommendation

That Essex County Council receive Report Number 2025-0115-LLS-R03-DMS – Tri-Party Emergency Response Services Agreement and authorize the Clerk and the Warden to execute the Tri-Party Emergency Response Services Agreement.

Approvals

Respectfully Submitted,

David M. Sundin

David Sundin, BA (Hons), LL.B., Director, Legislative and Legal Services/County Solicitor

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Appendix	Title
N/A	