

The Corporation of the Town of Tecumseh

By-Law Number 2024-080

Being a by-law to authorize the execution of a Regional Mutual Aid Agreement between the Corporation of the Town of Tecumseh, the City of Windsor, Municipality of Chatham-Kent, the County of Essex and all of the other seven lower tier municipalities within the County of Essex for an Emergency Mutual Aid Assistance with Information Technology Services

Whereas several municipalities in Ontario have experienced cyber attacks in recent years which can result in a disruption to the provisions of municipal services to businesses and residents;

And whereas to plan proactively to mitigate technology outages, the Town along with neighbouring municipalities wish to make pre-arrangements for prompt emergency action in support of the municipality affected or threatened by an information technology emergency and requires assistance to restore services as soon as possible;

And whereas The Council of the Corporation of The Town of Tecumseh is desirous of entering into an agreement with the City of Windsor, Municipality of Chatham-Kent, County of Essex and all of the other seven lower tier municipalities in Essex County with respect to providing Emergency Mutual Aid for Information Technology Services;

And whereas under Section 5 of the *Municipal Act, 2001*, S.O. c.25, the powers of a municipality shall be exercised by its Council by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and the City of Windsor, Municipality of Chatham-Kent, and all of the other seven lower tier municipalities in the County of Essex, such Agreement dated as of September 24, 2024 and a copy of which Agreement is attached hereto and forms part of the by-law and to do such further and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 24th day of September, 2024.

Gary McNamara

Signed with ConsignO Cloud (2024/09/25)
Verify with verifio.com or Adobe Reader.



Gary McNamara, Mayor

Robert Auger

Signed with ConsignO Cloud (2024/09/25)
Verify with verifio.com or Adobe Reader.



Robert Auger, Clerk



**Emergency Mutual Assistance Agreement/
Letter of Understanding**

This Agreement made this 24th day of September 2024

Between:

The Corporation of the Town of Amherstburg

-and-

The Corporation of the Municipality of Chatham-Kent

-and-

The Corporation of the County of Essex

-and-

The Corporation of the Town of Essex

-and-

The Corporation of the Town of Kingsville

-and-

The Corporation of the Municipality of Lakeshore

-and-

The Corporation of the Town of LaSalle

-and-

The Corporation of the Municipality of Leamington

-and-

The Corporation of the Township of Pelee Island

-and-

The Corporation of the Town of Tecumseh

-and-

The Corporation of the City of Windsor

Whereas an Information Technology (“IT”) emergency could affect any of the Municipalities to such a degree that its resources would be insufficient to manage the situation;

And Whereas the Municipalities wish to make pre-arrangement for prompt emergency action in support of the municipality affected or threatened by an IT emergency and requires assistance.

Now Therefore the Parties Hereto Agree as Follows:

1. Definitions

In this Agreement, the following words shall have the following meanings:

- a. **“Mutual Assistance Agreement”** or **“Agreement”** means this Agreement and attached Schedule(s) or amendments thereto, which together form the entire Agreement between the parties hereto.
- b. **“Mutual Assistance”** or **“Assistance”** means the provision of personnel, equipment, materials and such other services relating or incidental thereto, during an IT Emergency by a Responding Party, save and except the provision of personnel, services, equipment, or materials from a Responding Party’s Fire Service.
- c. **“Receiving Party”** means a party hereto which receives Mutual Assistance pursuant to this Agreement.
- d. **“Responding Party”** means a party hereto which provides Mutual Assistance pursuant to this Agreement.
- e. **“IT Emergency”** means an event that results in the disruption of the provision of technology services or access to data storage systems.

2. Principles of Mutual Assistance Agreement

Each of the Parties hereto confirms and agrees that:

- a. Mutual Assistance shall be supplied at no cost to a Receiving Party;
- b. This Agreement does not require any Party hereto to act as a Responding Party and provide Assistance in response to an IT Emergency; any and all Assistance offered by a Responding Party and accepted by a Receiving Party requires Chief Administrative Officer (“**CAO**”) or other senior officer of the municipality designate approval from each of the Responding Party and the Receiving Party.

- c. The intent of this Agreement is to provide an organizational framework, within an Incident Management System, for the effective and coordinated provision of Mutual Assistance to a Receiving Party; and
- d. Each of the Parties hereto agrees it is entering into this Agreement in order to:
 - i. minimize the effects of an IT Emergency by establishing the process for an effective and coordinated provision of Mutual Assistance; and
 - ii. provide the organizational framework necessary to effectively manage Mutual Assistance resources.

3. Activation of Mutual Assistance

In order to receive Mutual Assistance, the Receiving Party shall:

- a. Request Mutual Assistance from the CAO of the Responding Party;
- b. Advise on the nature of the IT Emergency
- c. Provide clear, concise, and specific direction to the Responding Party concerning the location, specific staff, skill set, and resources required as Mutual Assistance; and,
- d. Identify and advise, as soon as possible, and update as required, the expected duration of the IT Emergency;

The Responding Party, upon receiving a request for Mutual Assistance, reserves the following rights:

- a. To provide or not provide Assistance at its own discretion.
- b. To recall all, or a portion of, the Assistance it has provided or committed to providing, at any time, and at its sole discretion;
- c. To direct that all its personnel selected for such Assistance, report to the appropriate designated command area or such other designated area for assignment;
- d. To utilize the Receiving Party's Incident Management System; and
- e. To supply its own personnel to supervise their own Mutual Assistance resources; and,

- f. To collaborate effectively with the Receiving Party during emergencies, avoiding the creation of additional administrative tasks and maximizing emergency response efforts.

The Parties hereto hereby authorize their respective CAOs, or such other senior officer of the municipality as the CAO has designated (hereinafter “**CAO**”) to request Assistance, accept offers to provide Assistance, accept requests for Assistance or offer to provide Assistance pursuant to this Agreement on behalf of that Party.

4. Requests for Mutual Assistance

- a. The Parties hereto agree that in an IT Emergency, a Receiving Party may request Assistance in the form of qualified personnel, services, equipment, or material from a Responding Party.
- b. Any request for Assistance shall be made by the CAO of the Receiving Party to the CAO of the Responding Party, or such other senior officer of the municipality as the CAO has designated. The CAO may make the initial request for Assistance orally; however, written request shall follow as soon as reasonably practicable. The Responding Party may request such reasonable additional information as it considers necessary to confirm the existence of the IT Emergency and to assess the type, scope, nature, and amount of Assistance to be provided.
- c. The Responding Party shall respond to the confirmed written request within one (1) day and may, in its sole and absolute discretion, determine the type, scope, nature, and amount of Assistance it will provide, if any. The Responding Party may respond to the request orally; however, a written response shall follow as soon as reasonably practicable.
- d. Each participating municipality should create a list of individuals that can potentially assist in the event of an IT emergency. This way each participating member will be ready for timely engagement and response when a request for assistance is received.

5. Limitations on Mutual Assistance Provided

- a. Nothing in this Agreement shall require or obligate or be construed to require or obligate any of the Parties hereto to provide Mutual Assistance. Each party hereto shall retain the right to refuse the request to provide Assistance or offer alternative options to the Assistance that has been requested by the Receiving Party.
- b. No liability shall arise against the Responding Party should it fail, for any reason whatsoever, to respond to a request for Assistance made under this Agreement.

- c. When Assistance has been offered or provided by the Responding Party, the Responding Party shall not be obligated to provide any further Assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for Assistance.
- d. Nothing in this Agreement shall prevent the Responding Party, in its sole and absolute discretion, from withdrawing any or all Assistance provided to the Receiving Party. Any withdrawal of Assistance by the Responding Party shall be made upon no less than forty-eight (48) hours' notice to the Receiving Party, unless the Responding Party is responding to its own actual or pending IT Emergency, in which case it may withdraw Assistance from the Receiving Party immediately and without notice.
- e. The Receiving Party may determine in its sole and absolute discretion that its requirement for Assistance has ceased and shall notify the Responding Party(ies) of this in writing.

6. Indemnification

- a. The Receiving Party shall indemnify and save harmless the Responding Party from all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of Assistance provided pursuant to this Agreement. The indemnity provided herein shall include all costs, including but not limited to, duties, dues, accounts, demands, penalties, fines, and fees.

7. Insurance

- a. During the term of this Agreement, each party shall obtain and maintain in full force and effect, general liability insurance and/or such further insurance as may be required or recommended in connection with the Assistance 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.

8. Costs

- a. Any costs incurred in connection with the provision of Mutual Assistance shall be borne by the Responding Party providing such aid except for such reasonable daily expenses with an identified upset limit as may be identified or agreed to in writing prior to deployment by the Receiving Party or: An alternate agreement in writing is reached between the parties for payment of services provided prior to deployment of any Mutual Assistance.

9. Review and Termination

- a. This Agreement comes into full force and effect on the day of endorsement by all Parties hereto and will be reviewed yearly thereafter by all Parties then remaining. At the time of the review, changes or additions may be introduced by way of an Amendment, which shall become part of the Agreement upon ratification by all parties then remaining.
- b. Any one of the Parties may withdraw from this Agreement for any reason and at any time by giving thirty (30) days written notice of termination to all other Parties. After the withdrawal of any Party, the Agreement shall continue to be in full force between the remaining Parties.

10. Non-disclosure

- a. The Responding Party will adhere to a Non-Disclosure Policy Agreement provided by the Receiving Party prior to initiating any Assistance on behalf of the Receiving Party.
- b. The Receiving Party will be responsible for the external and internal communication about a possible response to their IT Emergency. The other parties to this Agreement, whether or not they offer Assistance, will endeavour to ensure notice of the IT Emergency is kept confidential.
- c. The Receiving Party shall indemnify and save harmless the Responding Party(ies), its elects, appointees, officials, employees, and agents from and against all claims, costs, all manner of action or actions, cause and causes of action, duties, dues, accounts, covenants, contracts, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement or out of the provision of any Assistance pursuant to this Agreement, including, without limitation, any losses sustained by the Responding Party as a result of any costs or damages incurred by a local board of the Responding Party, or the elects, appointees, officials, employees or agents of such local board (collectively, "**Losses**"), except to the extent that such Losses arise from the negligence of the Responding Party or its local board, or the elects, appointees, officials, employees or agents of either of them.

11. Rights and Remedies

- a. Nothing herein contained shall be construed as restricting or preventing any of the Parties 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.

12. General

- a. This Agreement constitutes the entire agreement between the Parties hereto with respect to Mutual Assistance related to an IT Emergency, and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties, or other provisions, express or implied, collateral, statutory, or otherwise, relating to Mutual Assistance related to an IT Emergency, except as provided for in this Agreement.
- b. There shall be no amendments to this Agreement, unless in writing and executed by all of the Parties hereto.
- c. None of the Parties hereto may assign this Agreement, in whole or in part.
- d. Nothing in this Agreement gives rise to a partnership or joint venture between the Parties acting together in responding to an IT Emergency, or to an employment relationship between the Receiving Party and the employees, contractors, or sub-contractors of the Responding Party(ies) in the provision of Assistance under this Agreement.
- e. This Agreement shall be executed electronically in counterparts, and each of which electronically signed counterparts shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

In witness whereof, the parties hereto have electronically executed this Agreement, on this and the preceding 6 pages, as of the date first written above.

The Corporation of the Town of Amherstburg

Per: _____
Michael Prue, Mayor

Per: _____
Valerie Critchley, CAO

We have authority to bind.

The Municipality of Chatham-Kent

Per: _____
Darrin Cannif, Mayor

Per: _____
Michael Duben, CAO

We have authority to bind

The Corporation of the County of Essex

Per: _____
Hilda MacDonald, Warden

Per: _____
Sandra Zwiers, CAO

We have authority to bind.

The Corporation of the Town of Essex

Per: _____
Sherry Bondy, Mayor

Per: _____
Joseph Malandrucolo, Clerk

We have authority to bind.

The Corporation of the Town of Kingsville

Per: _____
Dennis Rogers, Mayor

Per: _____
John Norton, CAO

We have authority to bind.

The Corporation of the Municipality of Lakeshore

Per: _____
Tracey Bailey, Mayor

Per: _____
Justin Rousseau, CAO

We have authority to bind.

The Corporation of the Town of LaSalle

Per: _____
Crystal Meloche, Mayor

Per: _____
Joe Milicia, CAO

We have authority to bind.

The Corporation of the Municipality of Leamington

Per: _____
Hilda MacDonald, Mayor

Per: _____
Peter Neufeld, CAO

We have authority to bind.

The Corporation of the Township of Pelee

Per: _____
Cathy Miller, Mayor

Per: _____
Kristine Horst, Administrator-Clerk

We have authority to bind.

The Corporation of the Town of Tecumseh

Gary McNamara

Signed with ConsignO Cloud (2024/09/25)
Verify with verifio.com or Adobe Reader.



Per: _____

Gary McNamara, Mayor

Margaret Misk-Evans

Signed with ConsignO Cloud (2024/10/01)
Verify with verifio.com or Adobe Reader.



Per: _____

Marg Misk-Evans, CAO

We have authority to bind.

The Corporation of the City of Windsor

Per: _____

Joe Mancina, CAO

Per: _____

Steve Vlachodimos, City Clerk

We have authority to bind.

Appendix

Table of Organizational Contacts

Name	Municipality	Position	Primary Number	Secondary Number	Email Address
	Amherstburg				
	Amherstburg				
	Amherstburg				
	Chatham-Kent				
	Chatham-Kent				
	Chatham-Kent				
	County of Essex				
	County of Essex				

	Lasalle							
	Leamington							
	Leamington							
	Leamington							
	Pelee Island							
	Pelee Island							
	Pelee Island							
Margaret Misk-Evans	Tecumseh	CAO	519 735 2184 x111	519 796 1431	mevans@tecumseh.ca			
Shaun Fuerth	Tecumseh	Director Technology & Client Services	519 735 2184 x108	519 791 0849	sfuerth@tecumseh.ca			
David Doyon	Tecumseh	Manager Information Technology	519 735 2184 x130	519 791 5544	ddoyon@tecumseh.ca			
	Windsor							

	Windsor						
	Windsor						