

BY-LAW NUMBER 16-100

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

A By-law to enter into an agreement between the County of Simcoe and the Township of Clearview for Emergency Social Services

WHEREAS Section 20 of the *Municipal Act, 2001* governs agreements between municipalities for the joint benefit of both parties;

AND WHEREAS the County of Simcoe wishes to put into place procedures and practices to deal with an emergency affecting Simcoe County area municipalities for the purpose of providing Emergency Social Services;

AND WHEREAS the County of Simcoe wishes to enter into this Mutual Assistance agreement with the Township of Clearview for the provision of Emergency Social Services as found within the County of Simcoe Emergency Response Plan

AND WHEREAS it is deemed expedient and in the interests of the Corporation of the Township of Clearview to enter into an agreement with the County of Simcoe to provide Emergency Social Services;

NOW THEREFORE the Council of the Corporation of the Township of Clearview HEREBY ENACTS as follows:

1. That the Corporation of the Township of Clearview hereby enters into an agreement with the County of Simcoe for the purpose of providing Emergency Social Services, and that the agreement forms part of this by-law as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to execute the agreement of behalf of the Township of Clearview.
3. That this by-law shall come into force and effect on the date of final passing thereof.

By-law Number 16-100 read a first, second and third time and finally passed this 28th day of November, 2016.

MAYOR

DIRECTOR OF LEGISLIATIVE SERVICES/CLERK

Mutual Assistance Agreement

THIS MUTUAL ASSISTANCE AGREEMENT

Made this ___ day of _____, 2016.

Between the participating Municipalities, First Nations, and Separated Cities within and including The Corporation of the County of Simcoe

WHEREAS the *Emergency Management & Civil Protection Act, RSO 1990, Section 13(3)*, provides that the Council of a first nation/municipality or county may make an agreement with another first nation/municipality or county for the provision of any personnel, service, equipment or material during an Emergency;

AND WHEREAS the parties wish to provide for mutual aid and assistance to each other through the provision of personnel, services, equipment or material to one or the other within the meaning of the *Emergency Management & Civil Protection Act*;

AND WHEREAS the parties have Emergency Plans pursuant to the *Emergency Management & Civil Protection Act*;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Definitions

1.1 In this Agreement,

1.1.1 "Assisted first nation/municipality" means the participating first nation/municipality, and separated cities within and including The Corporation of the County of Simcoe as listed in Schedule B, receiving aid or assistance pursuant to this Agreement;

1.1.2 "Assisting first nation/municipality" means the participating first nation/municipality, and separated cities within and including The Corporation of the County of Simcoe as listed in Schedule B, providing aid or assistance pursuant to this Agreement;

1.1.3 "Emergency", "Emergency Area" and "Emergency Plan" shall have the same meanings as in the *Emergency Management & Civil Protection Act*;

1.1.4 "Mutual Assistance Agreement" means this Agreement and the attached Schedule(s) which embody the entire Agreement between the parties;

1.1.5 "Requesting Party" means the first nation/municipality or county asking for aid, assistance or both pursuant to this Agreement;

1.1.6 "Emergency Control Group" means the organizational entity responsible for directing and controlling the Assisted first nation/municipality's response to an Emergency.

2. Role of the Solicitor General

- 2.1 The parties acknowledge that pursuant to the *Emergency Management & Civil Protection Act* (the "Act"), the Ministry of Community Safety & Correctional Services for the Province of Ontario, through the Office of the Fire Marshal and Emergency Management (OFMEM) is responsible for the administration of the Act and is the principal contact for all Emergencies.
- 2.2 The parties further agree that the Ministry of Community Safety & Correctional Services should be notified in writing of any request made under this Agreement. The Requesting Party agrees to notify as soon as reasonably practicable, the Office of the Fire Marshal and Emergency Management (OFMEM), Ministry of Community Safety & Correctional Services on the matter of any request for assistance made under this Agreement.

3. Authorization to Request/Offer Assistance

- 3.1 Each party hereby authorizes its Chief Administrative Officer (hereinafter "CAO"), (or such other senior officer of the party as the party has designated by by-law) to request assistance, accept offers to provide, or to offer to provide assistance pursuant to this Agreement on behalf of that party.

4. Requests for Assistance

- 4.1 The parties agree that in an Emergency, a Requesting Party may request assistance in the form of qualified personnel, Emergency Operations Centre, services, equipment, or material from the other party.

Each first nation/municipality currently has a Fire Department that is part of an existing Mutual Aid Agreement. The Fire Departments will continue to follow their existing Mutual Aid Agreement procedures.

Each first nation/municipality currently have Police Services and as such, any requests for assistance shall be done through the appropriate Police Services Official.

For each first nation/municipality that has their own EMS Service, requests for assistance shall be done through the appropriate EMS Official.

- 4.2 The request for assistance shall be made by the CAO of the Requesting Party to the CAO of the Assisting first nation/municipality. The CAO may make the initial request for assistance orally. However, any request for assistance made orally shall be confirmed in writing by the Requesting Party within three (3) days of the initial oral request. The Assisting first nation/municipality may provide assistance to the other party upon receipt of the oral request.

- 4.3 The request for assistance shall be confirmed in writing as soon as reasonably practicable by the Requesting Party in accordance with Schedule "A" attached hereto. The written request shall set out in detail the specific personnel, services, equipment or material that has been requested as assistance, and which the Assisting first nation/municipality has agreed to provide. The Assisting first nation/municipality may request such reasonable additional information as it considers necessary to confirm the existence of the Emergency and to assess the type, scope, nature and amount of assistance to be provided.
- 4.4 The Assisting first nation/municipality shall respond to the request within 1 day, and may in its sole discretion determine the type and scope, nature and amount of assistance it will provide. The Assisting first nation/municipality shall confirm in writing the assistance it has agreed to provide.
- 4.5 The parties may by mutual agreement amend the assistance to be provided to the Assisted first nation/municipality under this Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in writing by the Requesting Party within three (3) days of being agreed upon.

5. Limitations on Assistance Provided

- 5.1 Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.
- 5.2 No liability shall arise against the Assisting first nation/municipality if it fails, for any reason whatsoever, to respond to a request for assistance made under this Agreement.
- 5.3 When assistance has been offered or provided by the Assisting first nation/municipality, the Assisting first nation/municipality 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.
- 5.4 Nothing in this Agreement shall prevent the Assisting first nation/municipality, in its sole discretion, from withdrawing any or all assistance provided to the Assisted first nation/municipality. Any withdrawal of assistance by the Assisting first nation/municipality shall be made only upon at least forty-eight (48) hours' notice to the Assisted first nation/municipality, unless the Assisting first nation/municipality is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted first nation/municipality without notice.
- 5.5 The Assisted first nation/municipality may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting first nation/municipality of this in writing.

6. Term and Termination

- 6.1 This Agreement shall be in effect from the date on which the second Party signs the Agreement.
- 6.2 Despite any other section of this Agreement, any party may terminate its participation in this Agreement upon at least sixty (60) days' written notice to the other parties.

7. Costs

- 7.1 The Parties agree that any and all direct and indirect costs, including taxes, incurred by either Party in providing the assistance and support contemplated by this Agreement are to be paid by the Assisted first nation/municipality. The Assisted first nation/municipality shall be responsible to pay for and to reimburse the Assisting first nation/municipality for any and all actual costs incurred by the Assisting first nation/municipality in providing the assistance. Such costs shall include: all wages and salaries of personnel, including overtime, shift premium, and similar charges and expenses incurred, together with those wages, salaries, overtime and shift premium charges plus an allowance for benefit costs of 25% incurred by the Assisting first nation/municipality to meet its own staffing requirements in its home jurisdiction during the period it is responding to the Assisted first nation/municipality's call for assistance, providing all such costs are reasonable in the circumstances.
- 7.2 The Assisted first nation/municipality shall also be responsible for all actual operating costs for all personnel, services, equipment, machinery or material furnished, including, but not limited to, costs of fuel, repairs, parts and any and all other items directly attributable to the operation of equipment and machinery, services and material furnished as assistance to the Assisted first nation/municipality under this Agreement. The Assisted first nation/municipality shall be responsible for the cost of replacing equipment or material furnished by the Assisting first nation/municipality if damaged beyond reasonable repair.
- 7.3 The Assisting first nation/municipality shall provide to the Assisted first nation/municipality, if practical, an estimate of the cost of providing the assistance.

8. Payment

- 8.1 Payment by the Assisted first nation/municipality for costs incurred for the Assistance provided shall be subject to the Assisted first nation/municipality's receipt of an invoice from the Assisting first nation/municipality. Such invoice shall set out in sufficient detail the costs actually incurred by the Assisting first nation/municipality in providing assistance, and where practically available, receipts for disbursements shall be forwarded in support of the invoice.
- 8.2 The Assisted first nation/municipality shall remit payment of the amount owing for the assistance provided within *thirty (30)* days of the receipt of the Assisting first nation/municipality's invoice.

- 8.3 Any amount remaining unpaid and outstanding after the *thirty (30)* day period referred to in sub-section 8.2 of this Agreement shall bear interest at the rate stipulated in the Assisting first nation/municipality's invoice, which rate shall not exceed the Bank of Canada bank rate at the date of the invoice plus two (2) per cent per annum until paid.

9. Employment Relationship

- 9.1 Despite that the employees, contractors, servants and agents (collectively "the workers") of the Assisting first nation/municipality may be assigned to perform duties for the Assisted first nation/municipality, and that for the duration of the Emergency, the Assisted first nation/municipality shall reimburse the Assisting first nation/municipality for the costs of the wages, salaries and expenses of the workers, in all other respects the workers of the Assisting first nation/municipality retain their employment or contractual relationship with the Assisting first nation/municipality. The parties acknowledge and agree that the Assisted first nation/municipality is not to be deemed the employer of the Assisting first nation/municipality's employees, agents, or contractors or servants, under any circumstances or for any purpose whatsoever. The Assisting first nation/municipality shall remain responsible for all statutorily required deductions, contributions and/or payments, such as E.I. CPP, etc.

10. Indemnity

- 10.1 The Assisted first nation/municipality shall indemnify and save harmless the Assisting first nation/municipality 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 herein provided shall include all costs, including but not limited to duties, dues, accounts, demands, penalties, fines and fees.

11. Insurance

- 11.1 During the term of this Agreement, each party shall obtain and maintain in full force and effect, general liability insurance 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. Such policy shall:
- 11.1.1 Have inclusive limits of not less than Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence;
 - 11.1.2 Contain a cross-liability clause endorsement *and severability of interests* clause of standard wording;
 - 11.1.3 Name the other party as an additional insured with respect to any claim arising out of the Assisted first nation/municipality's obligations under this Agreement or the Assisting first nation/municipality's provision of personnel, services, equipment or material pursuant to this

Agreement; and

11.1.4 Upon request of the other party, provide proof of insurance if so required in a form satisfactory to the other party's CAO.

11.1.5 Include a Non-Owned Automobile endorsement.

11.2 During the term of this Agreement, each party shall obtain and maintain in full force and effect, automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.

11.3 In the case of any conflict between the provisions of this document and any other provisions speaking to contractual indemnity or insurance clauses, the provisions of this Agreement will govern.

12. Collective Agreements

12.1 Each Party agrees to review the provisions of this Agreement with its appropriate local bargaining units for the purpose of seeking amendments to local agreements, if necessary, to reflect the terms of this Agreement. Each party further agrees to advise the other party as soon as practically possible if it becomes aware of any impediments or obstacles imposed by local agreements to meeting its obligations under this Agreement.

13. Liaison and Supervision

13.1 The Assisting first nation/municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent (the "Liaison Officer") of the Assisting first nation/municipality to the Emergency Control Group of the Assisted first nation/municipality. The Liaison Officer shall provide a liaison between the Assisting first nation/municipality and the Emergency Control Group of the Assisted first nation/municipality. The parties acknowledge that the purpose of the Liaison Officer shall be to permit communication between the Assisted and Assisting first nation/municipalities. Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, the Liaison Officer shall be permitted to inform the Assisting first nation/municipality on the status of the Emergency and the actions taken by the Assisted first nation/municipality. The Liaison Officer shall have the right to obtain information about the Emergency and the use of the assistance provided in order to report to the Assisting first nation/municipality during and after the duration of the assistance provided and the Emergency. The Assisting first nation/municipality shall keep confidential and not disclose any information concerning the emergency or the assistance provided without the prior consent of the Assisted first nation/municipality.

13.2 The Assisting first nation/municipality shall assign its personnel to perform tasks as directed by the Emergency Control Group of the Assisted first nation/municipality. The Assisting first nation/municipality shall have the right to assign supervisory personnel to operate or supervise the operation of any of the Assisting first nation/municipality's personnel and or equipment furnished as assistance to the Assisted first nation/municipality. Such supervision shall be in accordance with the instructions of the Emergency Control Group.

14. Information Sharing

14.1 Subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the parties agree to share with each other, information lists or databases detailing the amount, type, capability, and characteristics of personnel, services, equipment or material in the possession of each party, which may be available to the requesting party under this agreement. Such sharing of information shall occur upon the execution of this Agreement and the parties, on mutual agreement, shall update these information lists from time to time.

15. Food and Lodging

15.1 For the duration of the assistance provided under this Agreement, the Assisted first nation/municipality shall be responsible for providing all food, lodging and accommodation required by the personnel furnished pursuant to this Agreement. Where food and lodging cannot be provided in-kind, the Assisted first nation/municipality shall pay a reasonable *per diem* to personnel for any food and lodging purchased by personnel of the Assisting first nation/municipality. The per diem shall be no less than the Assisted first nation/municipality pays to its own employees as a matter of policy or agreement.

16. Notice

16.1 If not otherwise provided in this Agreement, written notice given pursuant to this Agreement must be addressed, in the case of notice to the Corporation of the County of Simcoe to:

The Chief Administrative Officer
The Corporation of the County of Simcoe
1110 Highway 26 Midhurst, Ontario
L0L 1X0

...and in the case of participating communities
to the relevant Chief Administration Officer(s).

16.2 If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the fax is sent; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

16.3 Any notice given shall be sufficiently given if signed by the CAO or by a person authorized by or acting under the direction or control of the CAO.

17. Rights and Remedies

17.1 Nothing contained in this Agreement shall be construed as restricting or preventing either party 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.

18. Binding Effect

18.1 This Agreement shall ensure to the benefit of, and be binding upon the parties and their respective successors, administrators and assigns.

18.2 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.

19. Incorporation of Schedules

19.1 This Agreement and the attached Schedule "A", (together with the lists and information exchanged pursuant to Section 14) embody the entire Agreement.

20. Provisions Surviving Termination

20.1 Sections 2, 5.2, 7, 8, 9, 10, 11, 16, 17, 20, 21 and 22 of this Agreement shall survive termination of this Agreement.

21. Governing law

21.1 The parties agree to be governed by the laws of the Province of Ontario and Canada.

22. Arbitration

22.1 The Parties herein agree that in the event of any dispute arising under or pursuant to this Agreement, which dispute cannot be resolved by the mutual agreement of the Parties' CAOs, the CAOs shall refer the dispute to the respective Chairs of the Parties for resolution. In the event that the Chairs cannot resolve the dispute, either Party may, on providing ninety (90) days' written notice to the other, refer the dispute to a third party arbitrator of their mutual choice for resolution. Such arbitration shall be conducted pursuant to the *Arbitration Act*, 1991, S.O. 1991 c. 17, as amended.

IN WITNESS WHEREOF the parties have executed this Agreement.

The Corporation of the County of Simcoe

Gerry Marshall, Warden

John Daly, Clerk

Dated

Township of Adjala-Tosorontio

Mary Small Brett, Mayor

Barb Kane, Clerk

Dated

City of Barrie

Jeff Lehman, Mayor

Dawn McAlpine, Clerk

Dated

Beausoleil First Nation

Mary McCue-King, Chief in Council

Dated

Town of Bradford West Gwillimbury

Rob Keffer, Mayor

Rebecca Murphy, Clerk

Dated

Chippewas of Rama First Nation

Rodney Noganosh, Chief in Council

Dated

Township of Clearview

Christopher Vanderkruys, Mayor

Pamela Fettes, Clerk

Dated

Town of Collingwood

Sandra Cooper, Mayor

Sarah Almas, Clerk

Dated

Township of Essa

Terry Dowdall, Mayor

Bonnie Sander, Clerk

Dated

Town of Innisfil

Gord Wauchope, Mayor

Lee Parkin, Clerk

Dated

Town of Midland

Gord McKay, Mayor

Andrea Fay, Clerk

Dated

Town of New Tecumseth

Rick Milne, Mayor

Cindy Maher, Clerk

Dated

City of Orillia

Steve Clarke, Mayor

Gayle Jackson, Clerk

Dated

Township of Oro-Medonte

Harry Hughes, Mayor

Doug Irwin, Clerk

Dated

Town of Penetanguishene

Gerry Marshall, Mayor

Jeff Lees, Clerk

Dated

Township of Ramara

Basil Clarke, Mayor

Jennifer Connor, Clerk

Dated

Township of Severn

Mike Burkett, Mayor

Sharon Goerke, Clerk

Dated

Township of Springwater

Bill French, Mayor

Renee Chaperon, Clerk

Dated

Township of Tay

Scott Warnock, Mayor

Alison Thomas, Clerk

Dated

Township of Tiny

George Cornell, Mayor

Doug Luker, Clerk

Dated

Town of Wasaga Beach

Brian Smith, Mayor

Holly Bryce, Clerk

Dated

SCHEDULE "A"

Mutual Assistance Agreement-Request for Assistance from Participating Community

I, _____, Chief Administrative Officer / Designated Official of _____, duly authorized to do so by the Council of _____, do hereby request

Participating Community: _____

to provide assistance in the form of:

_____ PERSONNEL

_____ SERVICES

_____ EQUIPMENT

_____ MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAIL AS FOLLOWS:

-
-
-
-
-
-
-
-

The above confirms the assistance verbally requested on _____, and which assistance _____ has agreed to provide.

Dated at _____ this _____ day of _____, 2016.

Chief Administrative Officer/ Designated Official

Participating Community:

SCHEDULE "B"

List of Municipalities, First Nations, and Separated Cities within and including The Corporation of the County of Simcoe, participating in the Mutual Assistance Agreement:

County of Simcoe
Township of Adjala-Tosorontio
City of Barrie
Beausoleil First Nation
Town of Bradford West Gwillimbury
Chippewas of Rama First Nation
Township of Clearview
Town of Collingwood
Township of Essa
Town of Innisfil
Town of Midland
Town of New Tecumseth
City of Orillia
Township of Oro-Medonte
Town of Penetanguishene
Township of Ramara
Township of Severn
Township of Springwater
Township of Tay
Township of Tiny
Town of Wasaga Beach

MEMORANDUM OF AGREEMENT

(Hereinafter referred to as the "Agreement")

This Agreement made in duplicate

BETWEEN:

**The Corporation of the County of Simcoe
(hereinafter referred to as the "County of Simcoe")**

-and-

(hereinafter referred to as the "Municipality")

WHEREAS the County of Simcoe wishes to put into place procedures and practices to deal with an Emergency affecting Simcoe County area municipalities for the purpose of providing Emergency Social Services;

AND WHEREAS the County of Simcoe wishes to enter into this Mutual Assistance Agreement with _____ for the provision of Emergency Social Services as found within the County of Simcoe Emergency Response Plan;

AND WHEREAS the Municipality wishes to safeguard and protect the health, safety and security of its citizens and to secure basic financial assistance for the purpose of providing basic needs, shelter and disaster relief to its citizens;

AND WHEREAS this Agreement is authorized under section 13(3) of the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E. 9 (the "Act");

AND WHEREAS the County of Simcoe continues to conduct advance assessment throughout Simcoe County to identify facilities that could serve as suitable reception and/or evacuation centre(s) in the event of an Emergency (as defined herein);

AND WHEREAS this Agreement is of a kind contemplated by the County of Simcoe Emergency Response Plan, as adopted by the council of the County of Simcoe under By-Law No. 5673 in accordance with the Act, and;

AND THEREFORE, IN CONSIDERATION of the County of Simcoe, upon a request for emergency assistance by the Municipality, executing the County of Simcoe Emergency Social Services Response Plan in accordance with the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

SECTION 1: DEFINITIONS

In this Agreement,

- (a) "Emergency" means a dangerous situation or pending situation that prompts a formal request to the County of Simcoe in which the Municipality requests deployment of Emergency Social Services for immediate assistance given the nature of the emergency.
- (b) "Schedule A - Eligible Expenses" as described in Schedule A hereto means the expenses incurred and authorized by the County of Simcoe for and on behalf of the Municipality in the provision of Emergency Social Services.
- (c) "Emergency Social Services" or "Services" means those services described in the County of Simcoe Emergency Social Services Response Plan that would be executed in a designated Evacuation Centre(s).
- (d) "Evacuation Centres" means a municipally-owned or privately-owned facility, whether located inside or outside the geographic limits of the Municipality, which has been designated by the Municipality, and approved by the County, for the temporary lodging of persons during an Emergency.

- (e) "Service Provider" means an agency that provides specific services during an Emergency as authorized and directed by the County of Simcoe.
- (f) "Municipal Disaster Recovery Assistance" means the Ontario provincial program administered by the Ministry of Municipal Affairs designed to provide financial assistance to help Ontario municipalities recover from natural disasters.

SECTION 2. SERVICES

- (a) Except as otherwise provided herein, the County of Simcoe shall provide for and on behalf of the Municipality, upon receiving a notification request for assistance in an Emergency, Emergency Social Services in accordance with this Agreement. Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to causes or circumstances beyond its control.
- (b) The Municipality shall abide by Emergency Social Services program guidelines for Emergency requests for assistance, as set out in **Schedule C**.
- (c) The County of Simcoe shall provide the Municipality with both an electronic and hard copy of the County of Simcoe Emergency Social Services Response Plan.
- (d) The Municipality shall advise the County of Simcoe of the anticipated number of evacuees expected to be sheltered in the Evacuation Centre(s).
- (e) The Municipality shall be responsible for obtaining any licenses, approvals or permits required to operate the designated Evacuation Centre(s).
- (f) During the Emergency, the Municipality shall, at its sole cost and expense, maintain and keep the designated Evacuation Centre(s) in a state of good repair and condition, and shall promptly make all needed repairs and replacements (reasonable wear and tear and damage by fire, lightning and tempest, exempted) and at the end of its use for purposes of an Evacuation Centre shall deliver up the premises in substantially as good condition as they were at the beginning of their use for that purpose (damage by reasonable wear and tear, fire, lightning, and tempest only exempted).
- (g) The Municipality shall contact the County of Simcoe, which in consultation with the public health department and the fire department shall review and where it deems appropriate, approve as a designated Evacuation Centre any proposed facility which has not been previously inspected for lodging and temporary shelter requirements.
- (h) The County of Simcoe shall provide the necessary number of staff to coordinate the management of operations for the Evacuation Centre(s).
- (i) The County of Simcoe may request deployment of staff from the Municipality to assist in the management of the County of Simcoe Emergency Social Services Response Plan, and the Municipality shall comply with such request to the extent it is able.
- (j) The County of Simcoe shall activate and deploy the necessary Service Providers.
- (k) This Agreement is for the provision of Emergency Social Services; evacuation and transportation of evacuees does not form part of the Agreement.

- (l) The Municipality shall provide to the County of Simcoe Emergency Operations Centre daily situation reports detailing the status of the Emergency for communicating appropriate information to evacuees residing at the Evacuation Centre(s).
- (m) The County of Simcoe shall provide daily Evacuation Centre situation reports to the Municipality.
- (n) The County of Simcoe will direct any evacuee to alternative accommodations if, in the opinion of the County of Simcoe, the evacuee requires special care and is unable to be adequately sheltered in the Evacuation Centre designated by the Municipality.
- (o) The Municipality shall identify and make arrangements with a pre-approved Reception and Evacuation Centre(s) set out in **Schedule D**, to provide unobstructed access thereto to the County of Simcoe for the provision of Emergency Social Services.

SECTION 3: ACTIVATION OF EMERGENCY SOCIAL SERVICES

The Municipality shall be guided by the appropriate response level set out in **Schedule C**, when considering making an Emergency Social Services request for assistance to the County. Furthermore, when requesting Emergency Social Services the Municipality shall contact the County of Simcoe Community Emergency Management Coordinator (CEMC) for the notification system to be activated.

SECTION 4: TERM AND TERMINATION

This Agreement will be in force for the period (the "Term") commencing on the date of its execution until it is superseded or replaced by a subsequent contract or until it is terminated in its entirety by either Party, by giving no less than thirty (30) days written notice, or as otherwise permitted by this Agreement.

Termination of this Agreement shall not relieve either Party of any ongoing obligation incurred in accordance with this agreement prior to termination.

SECTION 5: AMENDMENTS

Amendments to this Agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this Agreement, an amendment shall form a part of this Agreement.

SECTION 6: LEGAL RELATIONSHIP

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality, the County of Simcoe and Service Provider employees or volunteers. The Parties expressly acknowledge that they are independent contractors and neither an agency, or partnership nor employer-employee relationship is intended or created by this Agreement.

SECTION 7: WITHDRAWAL OF SERVICE

Notwithstanding anything in this Agreement, the Municipality acknowledges that the County of Simcoe may withdraw its Emergency Social Services, in consultation with the Municipality at any time and without liability hereunder, in the event that the County of Simcoe, acting reasonably, determines that it is unable to provide such services without compromising the health, security or safety of the employees, agents or contractors of the County of Simcoe or of the employees, agents or contractors of the Service Providers.

SECTION 8: HUMAN RIGHTS CODE

It is a condition of this Agreement that each Party comply with the Human Rights Code in discharging its obligations under the Agreement. Breach of this

condition is sufficient grounds for immediate termination of this Agreement by either part.

SECTION 9: COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION

Any information collected by the County of Simcoe pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of the Municipal Freedom of Information and Protection of Privacy Act, the Freedom of Information and Protection of Privacy Act and the Personal Health Information Protection Act.

SECTION 10: INDEMNIFICATION

Each of the County of Simcoe and the Municipality (herein "Indemnifying Party") will, both during the Term and after the termination of this Agreement, each indemnify and save harmless the other party, and the other party's councillors, officers, employees, servants, agents, contractors subcontractors and volunteers (collectively, the "Indemnified Party") from and against any loss, damage, claim, demand, cost action, suit, expense or liability whatsoever, that the Indemnified Party may incur, suffer or be required to pay pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding that may be made or asserted against or affect the Indemnified Party by reason of any wrongful or negligent act or omission in the performance of Services on the part of the Indemnifying Party, or its councillors, officers, employees, servants, agents, contractors, subcontractors or volunteers. The obligation of the Indemnifying Party to indemnify as set forth in this paragraph shall survive the termination of this Agreement for any reason.

SECTION 11: RELEASE

The Municipality hereby waives and releases the County of Simcoe from and against all present and future claims which the Municipality has or reasonably ought to have knowledge of that could be advanced by the Municipality against the County of Simcoe arising from the County of Simcoe's involvement in providing Emergency Social Services for loss of or damage to property, arising directly or indirectly out of or in connection with the County of Simcoe's provision of Emergency Social Services pursuant to this Agreement, a breach by the Municipality of any contract with a third-party, including (without limitation) claims arising from the Municipality's breach of any third party contract, except for those claims arising from the gross negligence or deliberate misconduct of the County of Simcoe and claims arising from the provisions of Section 10: Indemnification.

SECTION 12: INSURANCE

Without restricting the generality of Section 10 – Indemnification, the Municipality shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement occupier's liability insurance on the Evacuation Centre(s) naming the County as an additional insured, as well the Municipality shall obtain and keep in force throughout the Term of this Agreement at its sole cost and expense comprehensive general liability insurance (including, without limitation, coverage for personal injury including death, property damage or loss, property damage and public liability), fully protecting itself and the County of Simcoe's employees, agents and volunteers as additional insured with respect to liability arising out of the operations of the County of Simcoe in providing Emergency Social Services pursuant to this Agreement, in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence.

Copies of the certificates of insurance certified by an authorized representative of the insurer together with any amending endorsements, evidencing the foregoing coverage, including the required waiver of cross-liability endorsement, and any renewals thereof, will be provided by the Municipality to the County of Simcoe upon request throughout the Term of this Agreement. In addition, it is the responsibility of the Municipality if using an Evacuation Centre located in another municipality, to ensure that both Parties are insured under the said policies.

The County of Simcoe, at its sole cost and expense, shall obtain and maintain throughout the Term of this Agreement comprehensive general liability insurance (including, without limitation, coverage for personal injury including death,

property damage or loss, property damage and public liability in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence and naming the Municipality as an additional insured, provided however that the addition of the Municipality is limited to liability arising out of the performance or provision of Emergency Social Services and all operations necessary or incidental thereto.

SECTION 13: CONFLICT OF INTEREST

The County of Simcoe shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this section by the County of Simcoe shall entitle the Municipality to terminate this Agreement in addition to any other remedies that the Municipality may have in law or in equity.

SECTION 14: FINANCIAL ARRANGEMENTS

The County of Simcoe shall keep full, true and correct records of any and all **Schedule A - Eligible Expenses** incurred pursuant to this Agreement. The County of Simcoe and the Municipality shall mutually decide on the appropriate actions when considering a submission, application or claim (collectively "Application") for reimbursement of Eligible Expenses ("Cost Recovery") to the provincial Municipal Disaster Recovery Assistance program and/or any other provincial or federal programs or agencies.

In the event that the County of Simcoe provides concurrent Emergency Social Services at an Evacuation Centre for and at the request of the Municipality and one or more other Simcoe County area municipalities, each Municipality shall include in its application for Cost Recovery its proportionate share of the total **Schedule A - Eligible Expenses**, which shall be calculated based on the ratio of the number of residents of that Municipality that received Emergency Social Services at the Evacuation Centre to the total number of residents that received Emergency Social Services at the Evacuation Centre.

In the event that Cost Recovery Funds are made available pursuant to an Application, and for any reason, the County cannot (or does not) receive any payments directly, all such sum or sums shall be collected by the Municipality and shall constitute trust funds in the Municipality's hands and shall be immediately be paid over to the County of Simcoe.

In the event that (i) no Application is made pursuant to the provincial Municipal Disaster Recovery Assistance program or any other provincial or federal program or agency by either Party; or, (ii) an Application is made but no funds for Cost Recovery are provided by the Municipal Disaster Recovery Assistance program and/or any other Provincial or Federal program or agency, the Eligible Expenses shall be recovered by the County of Simcoe through the revenue collected from a County levy pursuant to the *Municipal Act, 2001*.

The Municipality shall be solely responsible for those costs and liabilities set-out in **Schedule B – Municipal Cost Responsibilities** of this Agreement. The Municipality shall indemnify the County from and against any and all liabilities, actions, suits, demands and claims that may arise, directly or indirectly, as a result of such costs and liabilities. The Municipality shall reimburse the County for any and all **Schedule B – Municipal Cost Responsibilities** costs paid or incurred by the County immediately upon demand.

SECTION 15: SERVICE RECORDS

Each of the Parties shall not dispose of any records related to the Services provided under this Agreement for a period of seven (7) years following termination or expiration of this Agreement. The Parties shall provide access and copies of any records related to services provided to evacuees for the purpose of recovery and disaster relief purposes.

SECTION 16: CONFIDENTIALITY

The County of Simcoe shall hold confidential and not disclose or release to any person other than to the Municipality or Service Provider at any time during or following the term of this Agreement, except where required by law, any

information or document that identifies any individual in receipt of services or the nature or extent of services received by any individual without obtaining oral or written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such confidential information.

SECTION 17: WAIVER OF BREACH

The failure of the County of Simcoe to insist upon a strict performance of any of the terms and conditions hereof, or the exercise of a discretion by the County of Simcoe in any particular manner in one instance, shall not be deemed a waiver of any rights or remedies that the County of Simcoe may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms and conditions.

SECTION 18: SCHEDULES

All the terms of the Schedules are incorporated into this Agreement and will take precedence where there is an inconsistency or conflict with the terms hereof. This Agreement and the attached Schedule(s) embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution and relating to the subject matter of this Agreement.

SECTION 19: LAWS

The Municipality agrees that the County of Simcoe and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.

SECTION 20: DISPUTE RESOLUTION

A dispute between the Parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The Parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the *Arbitration Act, 1991* (Ontario).

SECTION 21: NOTICE

Any notice, instrument or document to be given by either Party to the other shall, in the absence of proof to the contrary, be deemed conclusively to have been received by the addressee (i) if delivered personally on a business day, then on the day of delivery; (ii) if sent by prepaid registered post, then on the second day following the registration thereof; (iii) if sent by ordinary mail, then on the third business day following the date on which it was mailed; or (iv) if sent by facsimile, upon confirmation of successful transmission of the notice.

Any notice, instrument or document can be given by either Party to the other from the following address and facsimile or other such address or facsimile that either Party has deemed appropriate by either providing a written or faxed notice.

County of Simcoe: The Corporation of the County of Simcoe
1110 Highway 26, West
Midhurst, ON L0L 1X0
Fax: (705) 725-9539
Phone: (705) 726-9300

Municipality: _____

SECTION 22: WHOLE AGREEMENT

This Agreement comprises the whole of the understanding between the Parties and is not subject to or in addition to any other arrangements, representatives or warranties, whether written, oral or implied, that are not set out herein. However, the Parties acknowledge that this Agreement does not affect any future agreement that may be put in place to deal with either a declared Emergency or a non-declared Emergency by the Municipality requiring services and coordination from the County of Simcoe Social and Community Services Division.

IN WITNESS WHEREOF the Municipality has hereunto affixed its corporate seal attested by the hands of its duly authorized officers and the County of Simcoe has hereunto set hand and seal.

SIGNED, SEALED AND DELIVERED

In the presence of (Municipality) _____ :

Mayor,

Date

Clerk

Date

CORPORATION OF THE COUNTY OF SIMCOE

Warden, County of Simcoe

Date

Clerk, County of Simcoe

Date

SCHEDULE A - Eligible Expenses

“Eligible Expenses” means any and all actual expenses incurred and authorized by the County of Simcoe, for and on behalf of the Municipality, in the provision of Emergency Social Services, whether during or after an Emergency. Without limiting the generality of the foregoing definition, these expenses may relate to one or more of the categories set out hereunder. In addition, these expenses may or may not form part of costs submitted by either party hereto to the provincial Municipal Disaster Recovery Assistance program and any other provincial or federal disaster assistance funding.

SECTION 1: List of Core Emergency Social Services Costs

1. Overtime salaries associated with the deployment of County of Simcoe staff directly providing Services at Evacuation Centre(s). These positions are defined in Appendix D of the Emergency Social Services Response Plan.
2. Shipping, transportation and mileage costs associated with moving goods, services and staff to the designated Evacuation Centre(s).
3. Accommodation and food costs incurred for County and Service Provider staff.
4. Full cost to employ security measures for the health and safety of staff, Service Providers and evacuees at the Evacuation Centre(s).
5. Transportation costs associated with moving evacuees from the Evacuation Centre(s) to alternative locations.
6. Rental of equipment and supplies for the operations of the Evacuation Centre(s).
7. Supplies deemed essential to carry-out Services at the Evacuation Centre(s).
8. Food service costs for staff, service providers and evacuees at the Evacuation Centre(s).
9. Emergency supplies for evacuees’ lodging at the Evacuation Centre(s).
10. Special needs assistance or special lodging arrangements provided to evacuee(s).
11. All costs and expenses charged by or on behalf of any Service Provider(s), or incurred by the County of Simcoe in relation to services provided by any Service Provider(s), which services are authorized by the County of Simcoe, in its sole discretion, to respond to an Emergency.
12. Incidental costs deemed necessary by the County of Simcoe, including any and all Schedule B costs initially paid or incurred by the County of Simcoe for any reason.

SECTION 2: Service Provider Costs

Each “Service Provider” deployed by the County shall submit to the County of Simcoe all Eligible Expenses as defined in their Service Provider Agreement or a Fee for Service Agreement with the County. Eligible Expenses for a Service Provider shall be either costs that are incremental to their core mission as a disaster relief organization or a fee for service that is deemed essential to perform the required Services at the Evacuation Centre(s).

SCHEDULE B - Municipal Cost Responsibilities

The following list identifies costs and liabilities that shall be assumed by the Municipality in the event of an Emergency Social Services request. Each Municipality should consider entering member municipal mutual assistance agreements in order to mitigate emergency costs impacts.

1. Loss of revenue that would occur at the Evacuation Centre(s) resulting from the Emergency and the provision of Services.
2. Costs associated with deploying Municipal or Provincial Police to assist with security.
3. Costs associated with deploying Municipal Fire Services to the Evacuation Centre.
4. Costs associated with preparing the Evacuation Centre(s). Examples of these costs include, without limitation, ice clearing, heating/cooling the facility, deploying municipal custodial staff, supplying the washrooms with necessary supplies, and the cost of any repairs or maintenance.
5. Costs associated with deploying municipal staff to assist with the Evacuation Centre(s) while under the direction of the Emergency Social Service Response Plan.
6. On-going daily maintenance and repair costs for the Evacuation Centre(s).
7. Costs associated with repairing damaged property, and claims and demands with respect thereto that might occur during the operations of the Evacuation Centre(s), or the provision of Services by the County.

SCHEDULE C - County of Simcoe Emergency Social Services Activation Protocol

This Schedule sets-out guidelines that municipalities should consider when requesting Emergency Social Services (ESS) assistance for emergencies. These guidelines are intended to assist municipalities in maximizing available community resources and capacities as they assess the scope and nature of the emergency for which assistance may be potentially required from the County of Simcoe. Guidelines have been put into place to specifically address: food, clothing, personal services, and shelter and lodging assistance for citizens who do not have the ability to self-evacuate to family and friends for support, or do not have financial or insurance coverage.

The County of Simcoe Emergency Social Services Response Plan shall not be activated for any individual household's Personal Disaster Assistance (PDA). Disaster response agencies such as the Salvation Army or the Canadian Red Cross should be contacted directly by the local Municipality for this purpose or directly by the disaster victims. In most PDA emergencies the Municipality should contact these agencies directly. However, in some circumstances the Municipality may request assistance from the County of Simcoe for PDA emergencies that involve circumstances that involve vulnerable populations.

In certain municipal emergencies for which the County of Simcoe has been requested to assist and the County of Simcoe has deployed their Emergency Social Services Response Plan a formal declaration of emergency to the provincial Office of the Fire Marshal and Emergency Management may be considered by the County of Simcoe and deemed appropriate due to the situation, benefits and safeguards for staff and volunteers deployed to manage and coordinate the Emergency Social Services response.

Three emergency response levels for activating the County of Simcoe Emergency Social Services Response Plan have been recommended to guide local municipalities with their formal request when requiring assistance from the County of Simcoe for Emergency Social Services. The activation levels listed in Table One below should be used as general guidelines for area municipalities when considering an Evacuation Centre(s) set-up from the County of Simcoe.

Table One: County of Simcoe Emergency Social Services Activation Protocol	
Activation Process	Community Emergency Management Coordinator from the requesting municipality will contact the County of Simcoe Community Emergency Management Coordinator
Response Level	Activation Criteria
Personal Disaster Assistance (PDA)	0-10 Evacuees who require specialized care, e.g. vulnerable populations N.B. In most cases municipalities will work directly with community response organizations to meet the human services needs related to Personal Disaster Assistance requests.
Level 1	11-49 evacuees in events that: <ul style="list-style-type: none"> ○ Require immediate lodging services ○ Lodging for evacuees will be required for > 72 hours ○ Costs for Lodging set-up and management > \$6,000 N.B. In most cases a Level 1 response will trigger a partial implementation of the County of Simcoe Emergency Social Services Plan
Level 2	Minimum of 50 evacuees that: <ul style="list-style-type: none"> ○ Require immediate lodging services; and, where ○ Group lodging is anticipated N.B. In most cases a Level 2 response will trigger the full implementation of the County of Simcoe Emergency Social Services Plan and may also trigger a declaration of emergency by the County of Simcoe
Level 3	Response to requests for emergency social services from jurisdictions outside the geographical boundary of Simcoe County A Level 3 response will require consultation and partnership with community partners

SCHEDULE D - Pre-Approved Reception and Evacuation Centres as of August 2016***

Simcoe County Member Municipalities:	
North Simcoe Sports & Recreation Centre** 527 Len Self Boulevard Midland, Ontario	Elmvale Arena 14 George Street Elmvale, Ontario
Coldwater Community Centre 11 Michael Anne Drive Coldwater, Ontario	Penetanguishene Community Centre 61 Maria Street Penetanguishene, Ontario
Bradford Community Centre 125 Simcoe Road Bradford, Ontario	Oro-Medonte Community Arena 71 4 th Line North Guthrie, Ontario
Recplex - Oakview Community Centre 1724 Mosley Street Wasaga Beach, Ontario	Wasaga Stars Arena 425 River Road West Wasaga Beach, Ontario
(Lefroy) South Innisfil Community Centre 1354 Killarney Beach Road Lefroy, Ontario	Stroud Innisfil Community Centre 7883 Yonge Street Stroud, Ontario
Angus Recreation Centre 8529 County Road 10 Angus, Ontario	New Tecumseth Recreation Centre 7300 Industrial Parkway Alliston, Ontario
Innisfil Recreation Complex** 7315 Yonge Street Innisfil, Ontario	MASK 5884 Rama Road Rama, Ontario
Port McNicoll Community Centre 560 Seventh Avenue Port McNicoll, Ontario	Oakwood Community Centre 290 Park Street Victoria Harbor, Ontario
Wyebridge Community Centre 8340 Hwy #93 Wyebridge, Ontario	Creemore Community Centre & Arena 220 Collingwood Street Creemore, Ontario
Stayner Arena & Community Centre 269 Regina Street Stayner, Ontario	Bradford Leisure Centre 471 West Park Avenue Bradford, Ontario
Bradford Library & Community Centre 425 Holland Street West Bradford, Ontario	

Third Party Facilities Including Cities of Barrie and Orillia (*):	
Georgian College (Barrie Campus) One Georgian Drive Barrie, Ontario	Georgian College (Orillia Campus) 825 Memorial Avenue Orillia, Ontario
Emmanuel Baptist Church 4120 Salem Road Barrie, Ontario	County of Simcoe Long Term Care Facilities May be used as evacuation lodging sites for short stays of 72 hours or less for high-risk vulnerable populations.
Westminster Presbyterian Church 170 Steel Street Barrie, Ontario	Mapleview Community Church 300 Mapleview Drive Barrie, Ontario
Allandale Recreation Centre 190 Bayview Street Barrie, Ontario	East Bayfield Community Centre** 80 Livingstone Street Barrie, Ontario

Third Party Facilities Including Cities of Barrie and Orillia (*):	
Holly Community Centre** 171 Mapleton Avenue Barrie, Ontario	Southshore Community Centre 205 Lakeshore Drive Barrie, Ontario
Barnfield Point Recreation Centre 500 Atherley Road Orillia, Ontario	West Orillia Sports Complex ** 100 University Avenue Orillia, Ontario

(*) Note: All 3rd party and cities of Barrie and Orillia facilities are for information purposes only, except as noted below. These sites have been inspected by the Evacuation Site Review Team, and can be considered by a municipality for the set-up of a Reception and Evacuation site through the use of a Property Use Mutual Aid Agreement.

() Note:** These facilities have been readied to connect to the County-owned 350 kW portable generator and separate agreements have been executed between the County and their owners that delineate their use for evacuation centre purposes.

(*) Note:** This list is reviewed and updated annually pursuant to the County of Simcoe Emergency Response Plan, Annex M.