

THIS AGREEMENT dated August 1, 2017

BETWEEN:

THE REGIONAL MUNICIPALITY OF YORK

(the “Region”)

and

THE CORPORATION OF THE CITY OF VAUGHAN

(the “Municipality”)

(each a “party” and collectively the “parties”)

RECITALS:

- A. Every municipality in Ontario is required by the *Emergency Management and Civil Protection Act* (the “Act”) to formulate a 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.
- B. The provision of Emergency Social Services (“ESS”) is necessary during an emergency in order to protect the health safety and welfare of York Region residents.
- C. The Region and the Municipality each have an **Emergency Plan** (defined below).
- D. The Region and the Municipality wish to coordinate their Emergency Plans to provide for the efficient delivery of Emergency Social Services in an **Emergency** (defined below) including the set up and operation of **Reception Centres** (defined below), the collection and distribution of materials, equipment and supplies during an Emergency.
- E. The Region has entered into an agreement with The Canadian Red Cross Society (“Red Cross”) dated July 11, 2017 for the provision of services during an Emergency on a fee for services basis (the “Red Cross Agreement”) attached as Schedule A and wishes to offer the benefit of **Red Cross Services** (defined below) to the Municipality subject to reimbursement (as described below) of the Region’s costs by the Municipality.
- F. The parties wish to enter into this Agreement (“Agreement”) to confirm the performance of certain matters set out in the Agreement and to establish terms and responsibilities for the operation of Reception Centres and the delivery of ESS in an Emergency.

The parties agree:

**1. DEFINITIONS**

- 1.1 In this Agreement the following definitions shall apply:

**“Agreement”** means this written agreement between the Region and the Municipality and including the Schedule(s) attached to the Agreement (all as may be amended from time-to-time).

**“Emergency”** has the meaning defined in the Act.

**“Emergency Plan”** has the meaning defined in the Act.

**“Emergency Social Services”** and **“ESS”** mean a planned emergency response designed to provide the basic services considered essential, being registration and inquiry, emergency feeding, emergency clothing, emergency lodging, personal services, and reception centres services, for the immediate and continued well-being of persons affected by an emergency.

**“Evacuees”** are individuals that required ESS during an Emergency.

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c M. 56 and regulations, as amended, or any successor provincial legislation that governs access to public information and the protection of personal information and privacy.

**Municipality Sub-Contractor”** means a third party providing services under this Agreement under a contract with the Municipality.

**“Reception Centre”** means a Municipality controlled facility established for the care, welfare, safety and shelter of Evacuees which has been approved by the Municipality and the Region for such and recorded on the list of Approved Municipality Reception Centres attached as Schedule B.

**“Red Cross Services”** include but are not limited to registration and inquiry services, reception and information services, emergency lodging services, emergency food services, emergency clothing services and clothing services and other services as set out in Schedule A of the Red Cross Agreement.

**“Region Sub-Contractor”** means a third party providing services under this Agreement under a contract with the Region.

## 2. PURPOSE

- 2.1 The purpose of this Agreement is to establish the terms for the delivery of ESS by the Region and the Municipality.

## 3. MUNICIPALITY’S OBLIGATIONS

### Emergency Preparedness

- 3.1 To prepare for an Emergency, the Municipality shall:
- a) identify all facilities controlled by the Municipality that are suitable for use by the Municipality and the Region as a Reception Centre;
  - b) collaborate with the Region and Red Cross to survey facilities identified as potential Reception Centres to ensure they are suitable to shelter evacuees and deliver ESS;

- c) maintain an up-to-date list of Municipality controlled facilities ready to be activated as approved Reception Centres;
- d) collaborate with the Region and any Region Sub-contractors to deliver ESS and Reception Centre-specific training to deployable Municipality staff; and
- e) ensure the Municipality's Emergency Plan is consistent with Region's Emergency Plan regarding ESS responsibilities and operations as outlined in Annex 7.

3.2 Attached as "**Schedule B – Approved Municipality Reception Centres**" to this Agreement, is a list of all Municipality Reception Centres currently approved by the Region and the Municipality.

#### Activation of ESS

3.3 In the event of an Emergency in which provision of ESS is required, the Municipality shall:

- a) notify the Region of the Emergency and provide reasonable notice in the circumstances for requesting ESS support from the Region;
- b) provide a facility to be utilized as a Reception Centre, for joint use by the Municipality and the Region;
- c) using the Municipality's employees, maintain the day to day operational capability of the Reception Centre as outlined under "Reception Centre Management" in Schedule C.

#### Response Services

3.4 In the event of an Emergency, the Municipality shall provide the services outlined in Schedule C to Evacuees at each Reception Centre.

### **4. REGION'S OBLIGATIONS**

#### Emergency Preparedness

4.1 To prepare for an Emergency, the Region shall:

- a) maintain applicable Region resources to be deployed to Reception Centres;
- b) collaborate with Municipality and Red Cross to survey facilities identified as potential Reception Centres to ensure they are suitable to shelter Evacuees and deliver ESS;
- c) collaborate with the Municipality and Municipality Sub-contractors to deliver ESS and Reception Centre-specific training to Municipality staff;
- d) deliver training to Region staff and maintain an available roster of staff able to serve in the Reception Centre Manager role;
- e) develop and maintain agreements with Region Sub-contractors for the provision of ESS as set out in Schedule C to this Agreement;
- f) maintain the Red Cross Agreement in good standing or as soon as reasonably possible notify the Municipality that the Red Cross Agreement will be or has been terminated; and

- g) subject to expiry or earlier termination of the Red Cross Agreement, pay Red Cross the annual fees due for Preparedness Services set out in Schedule C of the Red Cross Agreement.

#### Activation of ESS

- 4.2 In the event of an Emergency in which provision of ESS is required, the Region, upon notification by the Municipality, shall provide the following management services at each Reception Centre:
- a) confirm that each facility selected by the Municipality as a Reception Centre is suitable for the delivery of ESS;
  - b) provide a Reception Centre Manager to manage and coordinate the delivery of ESS at each Reception Centre as required;
  - c) provide qualified Regional staff to inspect food, water safety, and sanitation at each Reception Centre to prevent and control the spread of disease; and
  - d) be responsible for the management of donated goods or services in coordination with appropriate external agencies or provide messaging to the public regarding donations.

#### Response Services

- 4.3 In the event of an Emergency, the Region shall provide or coordinate access to, as needed, the services outlined in Schedule C at each Reception Centre.

### **5. RED CROSS SERVICES**

- 5.1 In the event of an Emergency, the Municipality may request Red Cross Services including:

- a) Family Reunification Services (Registration & Inquiry);
- b) Emergency Lodging Services;
- c) Reception and Information Services;
- d) Emergency Food Services;
- e) Personal Services; and
- f) Emergency Clothing Services.

(all as more particularly set out in Schedule A in the Red Cross Agreement)

- 5.2 If the Municipality intends to request Red Cross Services, the Municipality shall as set out in Schedule E to the Red Cross Agreement:

- a) notify both the Region and Red Cross of the Municipality's request;
- b) reimburse the Region, within 90 days of the Region's request for reimbursement, for Red Cross service fees charged to the Region as the result of the Municipality's request for Red Cross Services; and

- c) the Municipality shall reimburse the Region for Red Cross Services received in accordance with the rates set out in those sections of Schedule C of the Red Cross Agreement entitled “Expenses relating to Human Resources”, “Expenses Relating to Material Resources” and “Expenses Relating to Disaster-Affected People”.

## 6. TERM OF THE AGREEMENT

- 6.1 This Agreement shall commence on August 1, 2017 and expire on July 31, 2020, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended, subject to written agreement between both parties.

## 7. TERMINATION

- 7.1 Either party may terminate this Agreement unilaterally for any reason providing that the party wishing to terminate provides not less than 30 days’ written notice to the other party of its intent to terminate this Agreement.

## 8. AMENDMENTS

- 8.1 This Agreement may be amended upon consent of the parties as evidenced in writing.
- 8.2 Notwithstanding Section 8.1, this Agreement may be amended by substitution of the Schedules. The Region may, at any time, upon consultation with the Municipality, add or replace a Schedule and such Schedule shall be deemed: (a) to be added to this Agreement; or (b) to replace the particular Schedule for the period of time to which it relates, provided that if the Municipality does not agree with all or any of the Schedules, the Municipality may terminate the Agreement pursuant to Section 7.1.

## 9. FORCE MAJEURE

- 9.1 Neither party shall be under any liability to the other as a result of any delay or default in carrying out its obligations hereunder which is due in whole or in part to an event of force majeure. A party who contends that its obligation is suspended or its performance is excused by reason of force majeure must give prompt written notice to the other party specifying the condition or event constituting same in which case both parties’ obligations pursuant to this Agreement shall be suspended during such period. Upon cessation of such force majeure, such party shall give like notice and commence performance hereunder as promptly as reasonably practicable. For the purposes hereof, “**force majeure**” shall mean any cause that is beyond the reasonable control of the party claiming the force majeure and which is affecting performance by such party but does not include a failure to make payments under this Agreement.

## 10. INDEMNIFICATION

- 10.1 Subject to *force majeure*, each party shall save, defend, keep harmless and fully indemnify the other party, its successors and assigns, from and against all loss, liability, actions, judgments, claims, Costs (defined below), demands or expenses that the other party may sustain, suffer or be put to, resulting from or arising out of the first party’s negligence or failure to exercise reasonable care, skill or diligence in the performance, non-performance or rendering of any work or service required to be performed or rendered by it, its agents, officials, employees or contract agencies or any of them in accordance with the provisions of this Agreement. “**Costs**” means costs awarded in accordance with the order of a court of competent jurisdiction, the

order of a board, tribunal or arbitrator or costs negotiated in good faith by the indemnified party in the settlement of a claim or action.

## **11. INSURANCE**

- 11.1 Each party shall, at its own expense during the term of this Agreement, cause to be maintained Comprehensive General Liability with limits of not less than \$5,000,000.00 per occurrence. Such coverage shall include (i) the other party as an additional insured, and (ii) a cross liability/severability of interest clause; and (iii) standard Non-Owned Automobile Liability coverage.
- 11.2 Each party shall provide evidence of insurance coverage upon request of the other party.

## **12. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)**

- 12.1 The parties must be in good standing with the Workplace Safety and Insurance Board during the term of this Agreement and shall furnish the other party with a valid certificate of good standing, or a letter indicating the party is a Schedule 2 employer, from the Workplace Safety and Insurance Board upon request.

Where the party is not required to be registered with the WSIB and is not covered by WSIB Optional Insurance, the party shall maintain Employers Liability Insurance in the amount of two million dollars (\$2,000,000.00) per occurrence.

## **13. DISPUTE RESOLUTION**

- 13.1 The parties shall make every reasonable effort to settle any dispute that arises as a result of any claim or controversy evolving from this Agreement by negotiation.
- 13.2 The parties agree that the dispute resolution process established in this Agreement shall be applied to resolve all disputes between the parties that arise during the term of this Agreement. The parties acknowledge that they wish to develop and foster a positive and cooperative relationship and therefore agree that, subject to any termination rights of the parties as set out in this Agreement:
- a) In the event of a dispute between the parties in respect of a matter arising under this Agreement, the authorized representatives of the parties shall, by telephone or in person, engage in good faith negotiations with a view to resolving the dispute.
  - b) The dispute shall, if necessary, proceed through a three stage resolution process, through the parties' authorized representatives. In the event any matter referred to the authorized representative remains unresolved after a period of ten (10) business days from its referral, it shall be referred to the representatives at the next stage for settlement.
  - c) The representatives for the dispute resolution process are as follows:

### **For the Region:**

Stage 1 – Emergency & Contingency Planning Specialist

Stage 2 – Manager, Human Services Strategy & Partnerships

Stage 3 – Director, Strategies & Partnerships Branch

**For the Municipality:**

Stage 1 – Manager of Emergency Planning

Stage 2 – Deputy City Manager of Community Services

Stage 3 – City Manager

- d) A party may by written notice to the other party change its authorized representatives for the purposes of this process, provided, however, that any of the replacements of such representatives shall have similar authority to those individuals they are replacing.
- e) The parties agree that subject to any termination rights of the parties as set out in this Agreement, the existence of a dispute shall not interfere with the performance by the parties of their respective obligations under this Agreement and that each party shall continue to perform its obligations under this Agreement pending resolution of the dispute under this Section.

**14. NOTICE**

- 14.1 Any notice required to be given or served on either party under this Agreement must be in writing and delivered personally, electronically, by facsimile transmission or by prepaid registered mail, addressed to the Region or the Municipality respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, electronic delivery and facsimile transmission or, in the case of a registered letter, on the third business day following the date of mailing.

to the Region at:           The Regional Municipality of York  
                                   17250 Yonge Street  
                                   Newmarket, ON L3Y 6Z1  
                                   Attention:        Manager of Human Services, Strategy and Partnerships  
                                   Phone:            1-877-464-9675 ext. 72089  
                                   Fax:               905-895-6616  
                                   Email:            [lisa.alfierisladen@york.ca](mailto:lisa.alfierisladen@york.ca)

to the Municipality at:   The Corporation of the City of Vaughan  
                                   Vaughan Fire & Rescue Service  
                                   2141 Major Mackenzie Dr  
                                   Vaughan, ON L6A 1T1  
                                   Attention:        Manager, Emergency Planning  
                                   Phone:            905.832.8585, ext.6322  
                                   Fax:               905.832.8593  
                                   Email:            [sharon.walker@vaughan.ca](mailto:sharon.walker@vaughan.ca)

or to such other addresses as either party may from time to time designate by written notice to the other party.

**15. ENTIRE AGREEMENT**

- 15.1 This Agreement and the Schedules attached form the entire agreement between the parties and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement. No supplement, modification,

waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

## **16. CONFIDENTIALITY**

- 16.1 The Region shall maintain the confidentiality of and shall not, except as required in order to carry out services, at any time during or following the term of this Agreement, use, disclose, release or permit the disclosure or release of any information disclosed by the Municipality or any information communicated to or acquired by the Region during the course of providing services without obtaining the prior written consent of the Municipality.
- 16.2 The Municipality shall maintain the confidentiality of and shall not, except as required in order to carry out services, at any time during or following the term of this Agreement, use, disclose, release or permit the disclosure or release of any information disclosed by the Region or any information communicated to or acquired by the Municipality during the course of providing services without obtaining the prior written consent of the Region.
- 16.3 Notwithstanding provisions above in this section, the parties agree any information collected or exchanged between the parties, pursuant to the terms of this Agreement, are subject to the provisions of MFIPPA, as amended, and may be also be disclosed to the Red Cross and the Sub-contractors of either party as/if required for the proper delivery of ESS.

## **17. ASSIGNMENT AND SUBCONTRACTING**

- 17.1 The Municipality shall not assign or subcontract this Agreement in whole or in part, or any or all of its rights or obligations without the Region's prior written consent, which consent will not be unreasonably withheld.
- 17.2 If the Region consents to an assignment or subcontract, the assignment or subcontract will not release or relieve the Municipality from its obligation to the Region or from the performance of services in accordance with this Agreement.

## **18. COMPLIANCE**

- 18.1 Both parties shall comply with all legislation, regulations, bylaws, rules, orders and other requirements enacted or imposed by federal, provincial, municipal or other government bodies, agencies, tribunals or other authorities which may be applicable to this Agreement.

## **19. GOVERNING LAW**

- 19.1 This Agreement is governed by the laws of Ontario and the applicable laws of Canada.

## **20. NATURE OF RELATIONSHIP**

- 20.1 Nothing in this Agreement will be construed so as to imply a partnership between the parties. It is expressly understood that the parties are independent contractors and no partnership of any kind is intended between the parties.

**21. FURTHER ASSURANCES**

21.1 The parties agree that they will at their own expense from time to time and at all times, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interests and remedies intended to be created by this Agreement.

**22. SURVIVAL AND VALIDITY**

22.1 Sections 10, 16 and 22 of this Agreement shall survive any termination or expiration of this Agreement. If one or more of the provisions of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision and never been contained.

22.2 Notwithstanding Section 22.1, those provisions of this Agreement that by their nature should survive the expiry or earlier termination of this Agreement will survive termination or expiry of this Agreement.

**23. SCHEDULES**

23.1 The following schedules shall be incorporated in and form part of this Agreement:

- a) Schedule A - Red Cross Agreement
- b) Schedule B - Approved Municipality Reception Centres
- c) Schedule C - ESS Service Delivery Chart
- d) Schedule D - Reception Centre Staffing Structure Template

**24. COUNTERPARTS**

24.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together constitute an original agreement, and will be effective when one or more counterparts have been signed by each of the parties.

**25. SIGNATURES BY FAX/EMAIL**

25.1 The parties may sign this Agreement by facsimile or electronic transmission and a facsimile or electronic copy has the same legally binding effect as an original.

This Agreement is effective on the date stated in the introductory clause.

Authorized by:  
Clause 11 in Report No. 1 of Committee  
of the Whole adopted by Council on  
January 26, 2017

**THE REGIONAL MUNICIPALITY OF YORK**

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Katherine Chislett  
Commissioner of Community and Health Services

**THE CORPORATION OF THE CITY OF VAUGHAN**

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Acting City Manager

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Todd Coles  
City Clerk

I/We have authority to bind the Corporation.

**Schedule A**  
**Red Cross Agreement**  
**(see attached)**

# Response Agreement

## AGREEMENT FOR DISASTER RELIEF SERVICES

(The "Agreement")

Dated this 11 day of July, 2017

### BETWEEN:

**The Regional Municipality of York**, a regional municipal corporation located in York Region with its headquarters at 17250 Yonge Street, Newmarket, Ontario

(Hereinafter referred to as the "Entity")

OF THE FIRST PART;

-And-

**THE CANADIAN RED CROSS SOCIETY**, a not-for-profit corporation and registered Charity incorporated under the laws of Canada having its National Office registered 170 Metcalfe St, Ottawa Ontario K2P 2P2;

(Hereinafter referred to as the "CRCS")

OF THE SECOND PART.

**WHEREAS** the Entity is responsible for safeguarding and protecting the health, safety and security of its citizens and for basic financial assistance for the purpose of providing basic needs, shelter and disaster relief to its citizens in accordance with provincial legislation;

**AND WHEREAS** the Entity wishes to put into place procedures and practices to address disasters within the Entity;

**AND WHEREAS** the CRCS is recognized officially as an auxiliary to the public authorities in providing protection and assistance to Incident Affected People, and has the resources and mandate to assist in the provision of disaster relief;

**AND WHEREAS** the Entity wishes to enter into an agreement with the CRCS for the provision of disaster relief services in accordance with this Agreement and Schedule "A" (the "Services");

**NOW THEREFORE, IN CONSIDERATION** of the premises and of the mutual covenants herein, the Entity and the CRCS (the "Parties") or individually (the "Party") hereto covenant and agree as follows:

1. **Definitions.**

1.1 For the purposes of this Agreement, the following terms and phrases shall have the following meanings:

- a) **"Approved"** means acceptable to the authority having jurisdiction.
- b) **"Authorized Representatives"** means an individual who has the legal authorization to act on behalf of the Party.
- c) **"Business Day"** shall mean a day on which the Entity's and the CRCS' offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada.
- d) **"Calendar Days"** shall mean all days in a month, including weekends and holidays.
- e) **"Incident"** means an urgent and critical situation, or an impending situation, of a temporary nature caused by an accident, an intentional act, the forces of nature or otherwise that constitutes a danger to the life, health, safety or property of the citizens of the Entity and includes:
  - (i) **"Major Incident"** means an event caused by a natural phenomenon, a technological failure or an accident, whether or not resulting from human intervention, that causes serious harm to more than 25 people or substantial damage to more than 10 dwelling units and requires unusual action on the part of the affected community, or a Response to a Minor Incident that has exceeded 72 hours;
  - (ii) **"Minor Incident"** means an exceptional event of a similar nature to a Major Incident, but which only affects the safety of a maximum of 25 people or 10 dwelling units whichever is greater, with a Response duration of no more than 72 hours;
- f) **"Disaster Management"** means ongoing efforts by the Entity to prevent, mitigate, prepare for, respond to, and recover from, an Incident.
- g) **"Duty Officer"** means a person designated by the CRCS as a point of contact for Notification of an Incident in accordance with Schedule "D" of this Agreement.
- h) **"Eligible Expenses"** means those expenses incurred in the provision of Services of a type for which the CRCS is entitled to be reimbursed by the Entity.
- i) **"Emergency Response" or "Incident Response" or "Response"** means those activities, tasks, programs, and systems designed to address the immediate and short-term effects of the Incident.
- j) **"Emergency Shelter"** means a lodging service provided to Incident-affected persons during a Disaster which may be hosted in a Reception Centre.
- k) **"Facility"** means any structural location, identified as a Reception Centre, utilized to provide services to Incident-Affected People.
- l) **"Force Majeure"** means a set of circumstances within the context of a response to an Incident that significantly hinder the ability of the CRCS to deliver services despite reasonable business efforts to fulfill the terms of the Agreement. These situations may include those where the CRCS is unable to access necessary

materials or resources to provide certain or all of the Services described in Schedule "B" of this Agreement.

- m) "Geographic Area" means the geographic area of York Region.
- n) "Incident-Affected People" or "Incident-Affected Person" means any person who may be evacuated or required to evacuate from a location on an emergency basis as a preventive measure or as a result of an event that jeopardizes their physical integrity. Individuals required to comply with quarantine measures also qualify as Incident-Affected People.
- o) "Notify", "Notified" or "Notification" means a process of informing the CRCS of the existence and circumstances of an Incident as set out in Schedule "D" of this Agreement.
- p) "Preparedness" means those activities, tasks, programs and systems developed and implemented prior to an Incident that are used to support the prevention of, mitigation of, response to, and recovery from an Incident.
- q) "Reception Centre" means a location identified and run by the Entity or its municipal members for the provision of services, including but not limited to CRCS-provided Services, to Incident-Affected People during an Incident. These services may or may not include CRCS-provided emergency shelter onsite.
- r) "Services" or "Disaster Services" means forms of Incident-related assistance to Incident-Affected People as specified in Section 2.1 and pursuant to Schedule "A" of this Agreement.
- s) "Specialized Needs" means the outstanding needs of an Incident-Affected Person that will require connection and referrals to services not directly provided by the Red Cross. These may include, but are not limited to, health concerns, prescription medication needs, assistive devices, translation services, and pet/support animal services.
- t) "Vulnerable Persons" means individuals who are unable to access Services or to make their own arrangements during an Incident due to existing barriers or barriers that may arise as a result of an Incident. Barriers may be based on communication, medical, independent living, supervision, and transportation needs.
- u) "CRCS Personnel" means staff and volunteers who are affiliated with the Canadian Red Cross Society

## 2. Services.

- 2.1 The Services to the Geographic Area as set out in Schedule "A", which shall include Preparedness Services, shall be provided by the CRCS for consideration of the fees as set out in Schedule "C" of this Agreement. The Entity will call on the services of the CRCS in the event of:

### X Major Incident

- 2.2 The CRCS shall provide the Services set out in Schedule "A" upon receipt of the Entity's Notification of an Incident pursuant to Section 7 of this Agreement. However, nothing in this Agreement restricts the entitlement of the CRCS to provide additional services at its own expense, in the absence of Notification of an Incident by the Entity, and to raise funds independently for these additional services. In addition, the CRCS and the Entity may negotiate payment to the CRCS for additional services (outside the Services set out in Schedule "A") at the time of an Incident or at any time thereafter. The provision of

additional services by the CRCS for the Entity shall be mutually agreed by the parties in a separate written agreement.

**3. Term.**

3.1 The Parties agree that the right to request Services under this Agreement shall commence on August 1, 2017 and expire July 31, 2020 (the "Term"), unless terminated earlier in accordance with Section 21 (Termination). If the Parties wish to extend this Agreement, such extension shall be made in writing and agreed to by both Parties.

**4. Contribution.**

4.1 Preparedness Services - In order that the CRCS may discharge its responsibilities under this Agreement, the Entity agrees to make an annual contribution to the CRCS in the amount of \$0.10 CDN per capita/\$ 103,252.40 CDN for each year that the Agreement is in effect. (Approx. based on 2011 Census) The annual contribution shall be paid within thirty (30) Calendar Days of the date on which the Agreement is signed and thereafter on the anniversary date of the date on which the Agreement comes into force, for the duration of the Agreement. The CRCS shall complete a Budget Report in accordance with Schedule "D" to this Agreement.

4.2 In addition to the annual contribution described above, the Entity shall reimburse the CRCS for expenses incurred in the provision of assistance as defined in Section 2.1 and in accordance with Schedule "A" of this Agreement.

4.3 The CRCS shall maintain its financial and other records under this Agreement in a manner satisfactory to Entity. Such records shall be made available to the Entity for review, copying and/or audit upon reasonable notice to the CRCS. The CRCS shall prepare and maintain its financial records in accordance with generally accepted accounting principles.

**5. Designation of Service Locations**

5.1 The Entity shall designate locations as potential facilities to be used by the CRCS in a provision of Services and shall provide the CRCS with a list of designated facilities.

**6. Licenses.**

6.1 The Entity shall ensure that the local municipal authorities where the Incident occurs promptly obtain any required licenses, approvals or permits required to operate the location(s) where Services are provided.

**7. Notification of an Incident.**

7.1 In the event of an Incident or impending Incident where CRCS assistance is sought, or is reasonably expected to be sought within a short period, the Entity shall immediately contact the CRCS for the provision of the Services in accordance with Schedule "E": Notification Protocol.

7.2 The CRCS will, after receiving a Notification from the Entity and as a support to the Entity, activate a response to commence delivery of Services to Incident-Affected People within two (2) hours of Notification according to the protocol delineated in Schedule "D" of this Agreement or within the timeframe agreed to in writing by the Parties at the time of Notification.

**8. CRCS Personnel.**

**8. CRCS Personnel.**

- 8.1 When carrying out Services under this Agreement, the CRCS shall provide the necessary personnel for the delivery of the Services, with the understanding that the workforce is comprised principally of volunteers, and the recognition that availability may be reduced in exceptional circumstances despite the reasonable efforts of the CRCS. After the Notification, the Entity shall remain responsible for providing the required staff to operate the Reception Centres and for providing the Services until the CRCS takes over operation of the Services as set out in Schedule "A". If the CRCS is no longer providing the Services, the responsibility for the Reception Centres and the provision of the required Services designated under law shall revert back to the Entity.
- 8.2 In order to ensure Incident Services are provided within the timeframe identified in Section 7, the CRCS shall make best efforts to ensure growth of its volunteer personnel each year over the course of the length of the Agreement.
- 8.3 The CRCS shall ensure that all of its personnel and equipment at a site where Services are being provided are clearly identified with the CRCS Logo.

**9. Records Management.**

- 9.1 The CRCS shall establish, maintain, and retain records of all Incident-Affected People who are registered during a Major Disaster. The records shall include the following information, as it is provided:
- a) names of all family members;
  - b) primary residence address;
  - c) forwarding address and contact phone number for Incident-Affected People when they leave the Reception Centre; and
  - d) specialized needs relevant to the provision of Services.

Upon the conclusion of the Services, the CRCS shall deliver a record of all Incident-Affected People served to the Entity with the exception of the files of Incident-Affected People who have requested their personal information not be shared with the Entity pursuant to Section 11.4 of this Agreement.

- 9.2 The CRCS warrants that it will not infringe upon or violate any intellectual property rights, including, but not limited to, any patent, copyright, trade secret or any other right of any third party, and will not be libelous or slanderous or otherwise unlawful.
- 9.3 The CRCS agrees that copyright in and all information and material of any kind whatsoever acquired or prepared by the Entity for the CRCS pursuant to this Agreement, shall, both during and following the term of the Agreement, be the sole property of the Entity. CRCS will own exclusively all property or materials which the CRCS produces in performance of the Services, and all copyright and other industrial and intellectual property rights in such property and materials. For greater clarity, CRCS retains the copyright and exclusive right of use for its own service provision methods, document templates, disaster management training techniques, and all materials related to these functions.

**10. Supply Management.**

- 10.1 The CRCS shall be responsible to stock and maintain supplies as required to fulfill obligations as required to provide Services pursuant to this Agreement.

**11. Information about an Identifiable Individual**

- 11.1 The CRCS and the Entity shall act in accordance with all applicable privacy laws. To the extent the Parties have differing obligations under applicable privacy legislation; the Parties shall take reasonable steps to facilitate the other Party's compliance with applicable law.
- 11.2 The CRCS will treat as confidential and will not, without the prior permission of the Entity, publish release or disclose, or permit to be published, released or disclosed, either before or after the expiration, information supplied to, obtained by, or which comes to the knowledge of the CRCS as a result of the Agreement except insofar as such publication, release or disclosure is necessary to enable the CRCS to fulfill its obligations under the Agreement.
- 11.3 **Restricted Files** - The CRCS will permit an Incident-Affected Person to have their client file marked as a "restricted file". The CRCS will treat as confidential and will not, without the prior permission of the Entity, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or Termination of this Agreement, information supplied to, obtained by, or which comes to the knowledge of the CRCS as a result of the Agreement except insofar as such publication, release or disclosure is necessary to enable the CRCS to fulfill its obligations under the Agreement.
- 11.4 **Non-Disclosed Files** - Upon request by an Incident-Affected Person, the CRCS shall avoid disclosure of the personal information of a specified Incident-Affected Person and or members of his or her household to the Entity. In such a case, the CRCS will inform the Entity of Services provided only in anonymized or aggregated form. The Entity may request further non-identifying information as needed in order to facilitate for reimbursement in accordance with Schedule "C" of this Agreement.
- 11.5 Notwithstanding paragraph 11.3, the Entity acknowledges that the information which is entered on CRCS client files is given to the CRCS in confidence, and shall be available or shared with the Entity for the purposes of Incident response only. The Entity further acknowledges that certain registrants may request that the information they provide the CRCS be restricted in its distribution for personal reasons. Upon being advised by the CRCS, this higher level of confidentiality must also be respected by the Entity.
- 11.6 The CRCS shall give Incident-Affected People verbal or written notification when information about an identifiable individual is collected and/or recorded during a response to an Incident. The notice will inform the individual about the reason for collecting the information; how the information will be used; and who will have access to it.

**12. Confidentiality.**

- 12.1 **Confidentiality and Security of Material and Information** - The CRCS agrees to ensure that the CRCS, its partners, directors, officers, employees, agents, sub-contractors and volunteers shall, both during or following the term of this Agreement, maintain the confidentiality and security of all material and information which is the property of the Entity and CRCS agrees that the CRCS, its partners, directors, employees, agents, sub-contractors and volunteers shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Entity pursuant to this Agreement, without first obtaining the written consent of the Entity for such disclosure or use.
- 12.2 **Confidential Information.** "Confidential Information" means any information or material that relates to each party's business and affairs including CRCS donor lists and any information relating to the suspension or termination of this Agreement, and that: (i) is clearly marked "confidential" or "proprietary" if provided in written or visual form, (ii) is preceded by a statement that such information is confidential or proprietary, if provided in

oral form, or (iii) given the circumstances surrounding disclosure, should in good faith be treated as confidential or proprietary exclusions.

- 12.3 Confidential Information shall not include any information that: (i) is in the public domain at the time of its communication; (ii) is independently developed by each party (iii) entered the public domain through no fault of the receiving party subsequent to communication with the other party; (iv) is in possession of the receiving party free of any obligation of confidence at the time it was communicated to the receiving party; or (v) is communicated to the receiving party by a third party under no legal obligation to maintain the confidentiality of the information. Additionally, each party may disclose such Confidential Information to the extent required by legal process; provided that, prior to making any such disclosure, each party shall notify the other party of same and that each party shall have the right to participate with the other party in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with any such legal process.

13. **Privacy Policy.**

- 13.1 The Parties acknowledge and agree that any personal information that is provided to a Party for the purpose of creating records or otherwise is provided to that Party in confidence and is protected by each Party's privacy policies and applicable privacy legislation with which each Party agrees to comply.

14. **Alternative Accommodation.**

- 14.1 In the event the CRCS provides lodging Services in an Incident, the CRCS shall have the option to, with the approval of the Entity, direct an Incident-Affected Person to alternative accommodation if, in the opinion of the CRCS, the Incident-Affected Person requires special care and is unable to be adequately housed in a Reception Centre.

15. **Indemnification.**

- 15.1 Each Party shall, during the Term and after the termination of this Agreement, indemnify and save harmless the other from any loss, damage, claim, cost, expense or liability whatsoever that the other 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 party indemnified by reason of a wrongful or negligent act or omission on the part of the indemnifying Party, its employees, servants, agents, subcontractors or volunteers in the performance, or rendering of Services.

16. **Insurance.**

- 16.1 The Entity shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employees and volunteers in respect of loss by or injury to third parties, including CRCS staff and volunteers, arising from those acts or omissions in the course of this Agreement, both coverage's to a limit of at least Ten Million Dollars (\$10,000,000.00) per Incident, or such lesser amount as is approved by the Society. The policy will include CRCS as an Additional Insured and will contain a Cross Liability and Severability of Interest clause. Certificates of insurance will be delivered promptly to the CRCS, on request, throughout the Term of this Agreement.

- 16.2 Each policy of insurance must be endorsed to provide thirty (30) days notice to CRCS in the event of cancellation by the insurer. Additionally the Entity must provide the CRCS with thirty (30) days written notice of its intention to cancel or not renew the policy.

- 16.3 The CRCS shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employee and volunteers in respect of loss by or injury to third parties, including Entity staff and volunteers, arising from those acts or omissions in the course of this Agreement, to a limit of at least Ten Million Dollars (\$10,000,000.00) per Incident, or such lesser amount as is approved by the Entity. The policy will include the Entity as an Additional Insured and will contain a Cross Liability and Severability of interest clause. Certificates of insurance will be delivered promptly to the Entity from time to time, on request, throughout the Term of this Agreement.
- 16.4 Each policy of insurance must be endorsed to provide thirty (30) days notice to the Entity in the event of cancellation by the insurer. Additionally the CRCS must provide the Entity with thirty (30) days written notice of its intention to cancel or not renew the policy.
17. **Fundamental Principles.**
- 17.1 The Parties shall carry out the terms of this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent Movement, as attached in Schedule "B".
18. **Reporting.**
- 18.1 The CRCS shall provide to the Entity the following reporting on Services provided to Incident-Affected People:
- a) An annual report on preparedness activities undertaken by the CRCS provided within 30 days of each annual anniversary date of the start of the Agreement's Term.
  - b) A summary report on Services provided in connection with each Incident within a reasonable time after conclusion of provision of Services for that Incident but at a minimum within three (3) months after the conclusion of Service provision.
19. **No Assumption of Partnership.**
- 19.1 Nothing in this Agreement gives rise to a partnership or joint venture between the Entity and the CRCS or to an employment relationship between the Entity and the employees or volunteers of the CRCS in the provision of Services.
20. **Amendment of Agreement.**
- 20.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either Party, their respective agents, servants or employees unless done so in writing signed by both Parties.
21. **Termination.**
- 21.1 Subject to Section 21.1.1, either party may terminate the Agreement for any reason and at any time upon and without penalty by providing sixty (60) days written notice.
- 21.2 Upon notice of termination the CRCS shall not enter into any new commitments or undertakings as it relates to the Services. However, an adjustment payment will be made so that the Parties are fairly remunerated for any Services rendered or goods delivered or there shall be a refund made where one Party has been over-compensated.
- 21.3 Notwithstanding any other provision in the Agreement, the Entity reserves the right to terminate the Agreement immediately upon written notice to the CRCS if:

- 21.4 The CRCS is adjudged bankrupt or makes a general assignment for the benefit of its creditors;
- 21.5 A receiver is appointed on account of the CRCS's insolvency.
- 21.6 If this Agreement is so terminated, the Entity will have no further obligation to CRCS except to pay CRCS such fees and expenses as described in Section 4 (Contribution) and Schedule "C" of this Agreement accrued up to the date of termination and in accordance with Section 21.4 of this Agreement. For clarification, termination of this Agreement shall not relieve either party of any ongoing obligation incurred in accordance with this Agreement prior to its termination.
- 21.7 **Effect of Termination - Rights of the Entity** — The Entity will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the Agreement or otherwise at law. The Entity shall only be responsible for the payment for Services which are funded by the Entity and which have been completed up to and including the effective date of any such termination with the exception of annual Contribution costs up to and including the year of Termination, as described in Section 4 (Contribution) and Schedule "C" of this Agreement.
- 21.8 **Termination - Duties of CRCS** - Upon termination, the CRCS shall, at a minimum, in addition to other provisions in this Agreement, disclose to the Entity the current state of the Service at the date of termination and provide to the Entity a report of, and all information requested by the Entity pertaining to the Service.

**22. Withdrawal of Services.**

- 22.1 The CRCS may provide immediate notice at any time during an Incident advising that it shall withdraw or reduce its services in the event conditions are such that the CRCS is unable to provide Services without compromising the health or safety of its employees and/or volunteers.

**23. Legal Notice.**

- 23.1 Any notice, instrument or document to be given, served or delivered must be in writing and sent to the other Party at the address indicated below, or to such other address as may be designated by notice provided by either Party to the other as indicated below:

For the CRCS:

Vice President, Ontario  
5700 Cancross Court, Mississauga, L5R 3E9

For the Entity:

Manager, Human Services Strategy & Partnerships,  
Community and Health Services  
The Regional Municipality of York  
17250 Yonge Street,  
Newmarket, Ontario  
L3Y 6Z1

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.

**24. Force Majeure.**

24.1 In the event of a Force Majeure, the CRCS shall make best efforts to provide Services. The Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure situation or termination of this Agreement.

**25. Dispute Resolution.**

25.1 The Parties shall make every reasonable effort to settle any dispute that arises as a result of any claim or controversy evolving from this agreement by negotiation.

25.2 The Parties agree that the dispute resolution process established in this Agreement shall be applied to resolve all disputes between the Parties that arise during the term of this Agreement. The Parties acknowledge that they wish to develop and foster a positive and cooperative relationship and, therefore, agree that, subject to any termination rights of the parties as set out in this Agreement:

i) in the event of a dispute between the Parties in respect of a matter arising under this Agreement, the authorized representatives of the Parties shall, by telephone or in person, engage in good faith negotiations with a view to resolving the dispute;

ii) the dispute shall, if necessary, proceed through a three stage resolution process, through the Parties' authorized representatives. In the event any matter referred to the authorized representative remains unresolved after a period of ten (10) business days from its referral, it shall be referred to the representatives at the next stage for settlement.

iii) The representatives for the dispute resolution process are as follows:

**For the CRCS:**

**Stage 1 – Regional Operations Manager – Disaster Management**

**Stage 2 – Deputy Director, Disaster Management -Operations**

**Stage 3 – Director, Disaster Management**

**For the Entity:**

**Stage 1 – Emergency & Contingency Planning Specialist**

**Stage 2 – Manager, Human Services Strategy & Partnerships**

**Stage 3 – Director, Strategies & Partnerships Branch**

iv) A Party may by written notice to the other Party change its representatives for the purposes of this process, provided, however, that any of the replacements of such representatives shall have similar authority to those individuals they are replacing.

v) The Parties agree that subject to any termination rights of the Parties as set out in this Agreement, the existence of a dispute shall not interfere with the performance by

the Parties of their respective obligations under this Agreement and that each Party shall continue to perform its obligations under this Agreement pending resolution of the dispute under this section.

**26. Entire Agreement**

26.1 This Agreement constitutes the entire agreement and understanding between the Parties with regard to the Services and no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in writing and signed by an authorized representative of CRCS and the Entity. For greater certainty, the Parties acknowledge that this Agreement does not affect any existing or future agreement that has been or may be put in place to deal with large scale emergencies which may occur within the Entity.

**27. Applicable Law**

27.1 This Agreement shall be interpreted in accordance with and governed by the laws in force in the City of Newmarket, Ontario. Any proceedings relating to the subject matter of this Agreement shall be brought in the courts of the City of Newmarket, Ontario.

**28. Survival**

28.1 Except as otherwise provided in this Agreement, Articles 8.1, 11, 12, 15, 23, 25, 27, 33, 35, and 36 shall survive the termination of this Agreement

**29. Counterparts.**

29.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties to this Agreement may rely on a facsimile copy of this Agreement, when executed, as conclusive evidence of a valid and binding agreement between them.

**30. Schedules.**

This Agreement includes all of the Schedules annexed to it, the terms and conditions of which are expressly incorporated by reference herein and form a part of this Agreement. They are as follows:

- Schedule "A"- Services
- Schedule "B"- Fundamental Principles
- Schedule "C"- Preparedness Funding & Reimbursement of Expenses
- Schedule "D"- Budget for Contribution Funding
- Schedule "E"- Notification Protocol

**31. Non-Waiver.**

31.1 No waiver by any Party of any breach by the other Party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of the same or any other covenant, obligation or agreement, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**32. Contractual Commitments with Third Parties.**

32.1 The CRCS shall have the right to subcontract with local suppliers as deemed necessary in the sole opinion of the CRCS to fulfill its obligations to provide Services to Incident -

Affected People. Provided that the CRCS shall not subcontract any of the following Services: Client intake, Notification procedures, record-keeping and reporting unless it receives the written consent of the Entity which may not be unreasonably withheld. The CRCS retains sole responsibility for the actions of any and all subcontractors it uses in the fulfillment of the terms of this Agreement.

32.2 Every subcontract entered into by the CRCS shall adopt all of the terms and conditions of this Agreement as far as applicable to the subcontractor's services.

33. **Enurement and Assignment.**

33.1 This Agreement shall be binding upon and ensure to the benefit of the Parties, their respective successors and permitted assigns. Neither Party may assign, subcontract or in any way transfer or delegate any of its rights or obligations hereunder except with the prior written consent of the other Party hereto. Any assignment carried out without such consent is null and void.

34. **Headings.**

34.1 All headings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.

35. **Severability.**

35.1 If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- A. the legality, validity or enforceability of the remaining provisions of this Agreement; or
- B. the legality, validity or enforceability of that provision in any other jurisdiction.

36. **Use of the CRCS Logo.**

36.1 The Entity may not use the CRCS Logo or name without the review and written approval of the CRCS prior to publication or use.

36.2 Use of the CRCS Logo and name after written approval may only be used in relation to the Services. The Entity is not permitted to use the CRCS Logo as a means of endorsement by the CRCS of the Entity or as a co-branding initiative.

36.3 The CRCS may not use the Entity's Logo or name (that of York Region or its nine Local Municipalities) without the review and written approval of the Entity prior to publication or use.

36.4 Use of the Entity's Logo(s) and name(s) after written approval may only be used in relation to the Services. The CRCS is not permitted to use the Entity's Logo(s) as a means of endorsement of the CRCS by the Entity or as a co-branding initiative.

36.5 The Emblem. The Red Cross Emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. Conversely the CRCS Logo is the Red Cross Emblem plus the phrase "Canadian Red Cross/ Croix Rouge canadienne" as set out in the CRCS Graphic Standards. Use of the Red Cross Emblem alone is strictly prohibited.

The Authorized Representatives have signed this agreement on behalf of the Parties.

**THE CANADIAN RED CROSS SOCIETY**

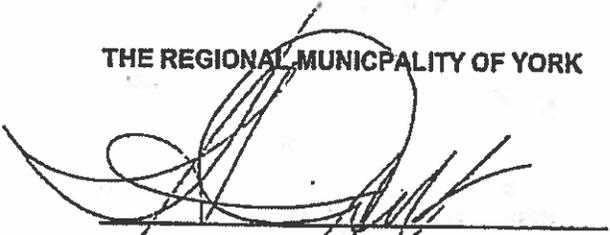


Per: Tanya Elliot  
Title: Vice President, Ontario



Per: Louise Geoffrion  
Title: Director of Disaster Management, Ontario

**THE REGIONAL MUNICIPALITY OF YORK**



Per: Katherine Chislett  
Title: Commissioner, Community and Health Services

APPROVED

SOLICITOR

## **SCHEDULE "A" – SERVICES**

### **PREPAREDNESS SERVICES**

#### **Public Education**

The CRCS will provide preparedness workshops to residents of the Entity, with the locations of those workshops to be determined jointly by CRCS and the Entity.

#### **Joint Planning**

The CRCS will provide planning support and collaboration associated with, but not limited to, acquisition and pre-positioning of supplies, shelter surveys, development of plans and procedures, operational structure and response as they relate to the provision of CRCS Services.

#### **Exercises**

The CRCS will participate in exercises with the Entity (as deemed appropriate by the Entity) and provide the Entity with the option to deploy staff to CRCS exercises.

#### **Education and Training for Disaster Management Personnel**

The CRCS will maintain a local cadre of trained, exercised and ready-to-respond CRCS personnel, sufficient to fulfill the terms of this Agreement, and undertake continuing education including drills and training.

#### **Maintenance of Pre-Positioned Stockpiles**

The CRCS will maintain a local stockpile of materials deemed necessary to provide immediate service in the event of a Minor Incident, Stockpiled items may include vouchers, gift cards, hygiene kits, cots, blankets, water and/or other items as deemed necessary.

### **RESPONSE SERVICES**

#### **Shelter &/or Reception Centre Management Services**

The CRCS will set up and operate the Standard Services of a Reception Centre, a safe and temporary facility where incident-affected persons are received and provide with a variety of emergency social services. The aforementioned Standard Services that will be provided by the CRCS are: clothing, lodging, food, family reunification services and inquiry, reception and information and personal services.

#### **Family Reunification Services**

The CRCS will contribute to the alleviation of the anxiety and fear of affected persons experience when family members are separated because of a Major Disaster.

This service involves collecting specific and accurate information from affected peoples (registration) and responding to requests for information about their family members' health and how to contact them.

Client Registration is also helpful in supporting the delivery of other types of assistance and direct aid services.

The CRCS may manage or organize the Registration and Inquiry service (through CRCS registration cards or by software approved and supplied by the Entity) in three ways:

- In person, with CRCS personnel assisting the client(s) with completing the Registration cards.; or
- Self-service and through direct contact with CRCS personnel, providing the client(s) with access to a telephone, electronic mail or the CRCS registration database;

- Self-service and remotely, by telephone, electronic mail or CRCS registration database.

A Central Registration and Inquiry Bureau (CRIB) will be offered in Major Incidents as deemed necessary, upon mutual agreement with the Entity, which can be utilized to centralize registrations and inquires as well as to provide call-centre support.

#### **Emergency Lodging Services**

The CRCS will provide Incident-Affected Persons with a temporary, safe shelter, to preserve their dignity and support them during an evacuation.

The CRCS may deliver or organize this service in three ways:

- Commercial lodgings in a hotel or motel; or
- Cot set-up and assignment in a Reception Centre
- Placement in an Entity-approved shelter.

#### **Reception and Information Services**

The CRCS will receive Incident-Affected People at locations where they can receive services and/or to inform them about the available services offered by the CRCS or other organizations.

In a Major Incident this service may be organized in a Reception Centre or any other location where services or information are available for Incident-Affected Persons.

#### **Emergency Food Services**

The CRCS will provide emergency feeding services for Incident-Affected People.

The CRCS may deliver or organize this service in four ways:

- Activation of not-for-profit resources or other third party resources or corporate partnerships;
- By referring Incident-Affected People to commercial establishments such as restaurants and public cafeterias or by obtaining the assistance of a caterer;
- In a Major Incident, a cafeteria managed by the CRCS (in which case the CRCS will assign food handling responsibility to qualified professionals); or
- Administer food vouchering/pre-paid gift/debit cards.

The CRCS is careful to ensure to the best of its ability based on the circumstances that food meets the nutrition needs of at-risk groups, in particular infants, children, pregnant and breast-feeding women, the elderly, individuals who need special diets and emergency workers. Food should also respect the culture of the population affected and take into account the stress that some foods may cause.

#### **Personal Services**

The CRCS will provide for the initial reception of Incident-Affected People arriving at Reception Centres or other Entity-approved locations; inform them of immediate emergency help available; offer temporary care for unattended children and dependent elderly; assist with the temporary care of residents from special care facilities; and offer emotional care and comfort.

The CRCS may also facilitate access to medical care or provide for personal needs such as renewing a prescription for essential medications, replacing or repairing eyeglasses, prosthetics, hearing aids or mobility assistance equipment, where no other financial resources are available.

#### **Emergency Clothing**

The CRCS will provide clothing to preserve affected peoples' dignity and ensure that they are dressed appropriately for the weather.

The CRCS delivers this service in one of two ways:

- Provide new clothing with the assistance of clothing suppliers; or
- Administer vouchering or pre-paid gift/debit cards for clothing.

#### **Door to Door Wellness Checks**

In liaison with the Entity, the CRCS will make contact with vulnerable persons and determine vulnerable populations affected by the Incident as per mutual agreement between the Parties after Notification. A wide-area assessment may be done in one of two ways:

- Outreach teams to perform door-to-door wellness checks and/or client needs assessments; and/or
- Phone-based wellness checks and outreach.

#### **Volunteer Management**

This Service provides the recruitment, orientation, training, and placement of unaffiliated volunteers to be utilized by the CRCS during a Major Incident as surge capacity personnel. This Service will be provided upon mutual agreement between the Parties only.

#### **Coordination of Volunteer Sectors**

Local volunteer organizations can participate in the provision of direct assistance to beneficiaries in accordance with their specific mission. Coordination of Volunteer Sectors aims to coordinate the local offers of services from different community groups to ensure collaboration, efficiency and best use of resources. Methods of Service delivery may include (as deemed appropriate by the CRCS):

1. Inventory of Resources: Establishing a list of local community groups and their specific service offers;
2. Coordination mechanism: Establishing coordination mechanisms such as meetings or conference call.

## **SCHEDULE "B" – FUNDAMENTAL PRINCIPLES**

### **Humanity**

The International Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

### **Impartiality**

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

### **Neutrality**

In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

### **Independence**

The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

### **Voluntary Service**

It is a volunteer relief movement not prompted in any manner by desire for gain.

### **Unity**

There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

### **Universality**

The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

## **SCHEDULE "C" – CONTRIBUTION**

### **PREPAREDNESS SERVICES**

In order that the CRCS may make the necessary arrangements to enable it to discharge its responsibilities under this Agreement, the Entity agrees to make an annual contribution to the CRCS for the length of the Agreement, as follows:

- 2017: \$ 103,252.40
- 2018: \$ 103,252.40
- 2019: \$ 103,252.40

The annual contribution shall be paid within thirty (30) days following the date on which the Agreement is signed and thereafter on the anniversary date of the date on which the Agreement is signed, for the duration of the Agreement.

In order for the CRCS to be able to assist Incident-Affected People appropriately, it may organize a fundraising campaign if its resources are insufficient to meet the needs of Incident-Affected People. The fundraising campaign will be conducted and the funds raised will be used in accordance with the standards of the CRCS.

### **RESPONSE SERVICES**

As the provision of Minor Incident assistance is managed directly by the CRCS as part of its own humanitarian mandate and on its own initiative, expenses incurred for the provision of assistance in the case of Minor Incidents shall be assumed by the CRCS.

This schedule identifies the costs to be covered by the Entity in the event of a Major Incident or a request for an extension of emergency aid in the event of a Minor Incident. These provisions also apply where the CRCS is placed on placed on alert by the Entity.

All expense claims shall be supported by detailed invoices together with proof of payment. CRCS will provide detailed invoices within ninety (90) days from the day major response formally ends and CRCS is stood down by the Entity. Payment will be due within two months of receipt of an invoice.

#### **Expenses Relating to Human Resources**

These are expenses relating to travel expenses, living expenses, the cost of housing volunteers and permanent or contract employees and overtime worked by permanent employees, and the remuneration paid to contract personnel hired to provide the Services. The rates paid for overtime or contract work will relate directly to the Services and will be agreed to by the Entity.

The current per-diem rates for CRCS personnel are as follows:

Meals: Breakfast: \$12.50  
Meals: Lunch: \$12.00  
Meals: Dinner: \$33.60  
Incidentals: \$8.65

The current CRCS rate for personal vehicle use is \$0.37 per km.

Administration costs are actual costs incurred as a result of a response, such as office supplies. The only CRCS staff costs to be claimed will be for any staff who may be hired specifically for an emergency response or who are seconded from other areas to assist in an emergency response

or to backfill staff positions and have been authorized by the Ministry. Administrative costs will not exceed 12% of total invoice.

**Loan of Permanent Personnel**

If it is agreed, at the request of the Entity or pursuant to discussions with the CRCS, that the mandate calls for the loan of a CRCS employee to be assigned full-time to providing Disaster Services, the CRCS will charge the salary of that member of personnel at the scales in effect plus 25% to cover the CRCS personnel's benefits. Overtime and holidays worked will also be charged.

**Expenses Relating to Material Resources**

These expenses include the purchase of material for providing Services, replacing material belonging to the CRCS that is lost or damaged, rental of various material and charges for the use of cellular telephones and pagers, photocopiers, facsimiles, mobile radios, computer equipment, rental vehicles and gasoline, storage fees and other expenses.

They also include expenses relating to insurance for rental equipment and vehicles and the deductible in the event of loss or damage, usage fees (per kilometre) for vehicles belonging to the CRCS, long distance charges relating to the emergency services and temporary equipment installation charges (telephone line, computer, facsimile, etc.).

**Expenses Relating to Evaluation**

In the event of a Major Incident that requires the activation of a provincial or National CRCS Disaster Response Team, the CRCS is required to commission an evaluation in order to maintain accountability. 5% of the total cost of the response, or \$10,000, whichever is greater, will be provided to facilitate an evaluation, including direct beneficiary evaluation, and a summary of the results of the evaluation will be shared with the Entity.

**Expenses for Direct Assistance to Incident Affected People**

The CRCS will charge for the expenses of direct assistance to Incident-Affected People (shelter, food, clothing, and general services) under its standards for relief assistance. The current version of these standards is included below:

**National Disaster Assistance Guidelines Current Guidelines**

Service	Relief Assistance		Guidelines For Providing Relief Assistance										
Emergency Feeding	Groceries First person in a household Each additional person Infant formula Restaurant meals	<table border="0"> <tr> <td>Daily</td> <td>Weekly</td> </tr> <tr> <td>\$20</td> <td>\$80</td> </tr> <tr> <td>\$10</td> <td>\$30</td> </tr> <tr> <td>\$10</td> <td></td> </tr> <tr> <td>\$35</td> <td></td> </tr> </table>	Daily	Weekly	\$20	\$80	\$10	\$30	\$10		\$35		Grocery vouchers are given only when the family has cooking facilities. If unsure, see your supervisor. Vouchers do not cover food deliveries or tips.  The order of preference for emergency food services is: 1) grocery vouchers 2) mass feeding for clients a 3) restaurant meals.
Daily	Weekly												
\$20	\$80												
\$10	\$30												
\$10													
\$35													
Emergency Clothing	Adult \$120 Child (under 12 years) \$100 If a winter coat and boots are required, increase the above amounts to:		Pricing is based on establishing agreements with stores to provide one full set of outerwear clothing for each										

	<p>Adult \$200  Child \$170  Laundry supplies \$25 per household</p>	<p>person, two sets of underwear and socks and one set of footwear. CRCS distributes only new clothing. CRCS can refer clients to community resources for additional clothing, (e.g., Salvation Army or St. Vincent de Paul).</p> <p>Dry cleaning costs up to the limit of the clothing allowance may be claimed in lieu of purchasing new clothes.</p> <p>Includes detergent, bleach and cleaning agents</p>
<p><b>Personal Services &amp; Health Care</b></p>	<p>Adult \$10  Child (under 12 years) \$5  Baby products \$35  Adult incontinent aids \$35</p>	<p>Personal hygiene kits are distributed whenever possible; vouchers may be given if these kits are not available. Baby products or adult incontinent aids should be provided one time only; additional requests require supervisory approval. CRCS may distribute in-kind donations of toys and recreational equipment.</p> <p>CRCS will facilitate access to medical care. Based on the needs assessment, CRCS may pay for one refill of essential medications and replacements or repair of eyeglasses, dentures, prosthetics and hearing aids when no other financial support is available. Supervisory approval is required for this assistance.</p>
<p><b>Emergency Lodging</b></p>	<p>Homes of family or friends  Blanket, bed linen &amp; pillow \$25/person maximum  Group or congregate shelter facilities  Blanket and cot  Towels &amp; washcloth \$15 per person maximum  Hotel/Motel  Up to \$125 per night for each family of four.</p>	<p>Least expensive (but safe) type of accommodation should be selected.</p> <p>The order of preference for emergency lodging services is:  1) clients' own home 2) staying with family or friends 3) congregate shelters 4) hotels, motels or campgrounds (i.e., commercial establishments). In hotels an additional room may be provided if a family cannot be accommodated in one room.</p> <p>Blankets are distributed when required; vouchers may be given if donated blankets are not available.</p>

		<p>Personal insurance should be used as the primary form of support for Disaster-affected People. The CRCS should seek to be reimbursed by insurance companies for services covered by insurance.</p>
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## SCHEDULE "D"

### Budget regarding Contribution Funding provided to CRCS

FUNDING REQUEST AND RECONCILIATION FORM								
The following represents the current, non-binding agreement between the parties and is subject to change upon the parties' mutual, written agreement								
For the Period from April 1, 2017 to March 31, 2020								
Organization: Canadian Red Cross Society								
Project: Disaster Management Capacity Building in York Region								
<input type="radio"/> Yes, the above head office is eligible to claim <u>FULL</u> HST Tax Credits/Rebates from Revenue Canada								
<input checked="" type="radio"/> Yes, the above head office is eligible to claim <u>PARTIAL</u> HST Tax Credits/Rebates from Revenue Canada ( <u>3.94</u> % non-recoverable)								
<input type="radio"/> No, the above head office is not eligible to claim HST Tax Credits/Rebates								
Description	Projected Budget	Y1	Y2	Y3	Y-T-D	Non-Recoverable HST (if not applicable)	Percent	Variance
PREPAREDNESS	\$368,245.0				\$0.00		0%	\$368,245
TRAINING	\$67,548.0				\$0.00		0%	\$67,548
SUPPLY MANAGEMENT	\$282,160.0				\$0.00		0%	\$282,160
SUPPORT SERVICES	\$185,605.0				\$0.00		0%	\$185,605
					\$0.00		N/A/D/I	\$0
					\$0.00		N/A/D/I	\$0
					\$0.00		N/A/D/I	\$0
<b>Total Expenditures</b>	<b>\$823,558</b>	<b>\$0.00</b>			<b>\$0.00</b>		<b>0%</b>	
Funding Received to Date		\$108,252	\$108,252	\$108,252	\$308,757		38%	\$308,757
Funding Request for next period per agreement								

Service Report						
Description	Target	Y1	Y2	Y3	Y-T-D	
Education & Training for DM Personnel-Volunteer recruitment, training, and retention	CRC to increase local cadre of trained volunteers to "X" by end of term, accounting for attrition	48	48	48	144	
Education & Training for DM Personnel- Leadership volunteers	CRC to increase number of volunteers able to serve in supervisory positions to "X" by end of term, accounting for attrition	4	6	8	18	

<b>Maintenance of Pre-Positioned Stockpiles – Materials and Equipment</b>	<b>Maintain local stockpiles so as to effectively support multiple Reception Centres at a time within 24 hours</b>	<b>1200</b>	<b>1200</b>	<b>1200</b>	<b>3600</b>
<b>Joint Planning- Survey of Sites</b>	<b>By end of term, one primary and at least one alternate facility surveyed by CRC and YR and approved for use as a Reception Centre in each local municipality</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>18</b>
<b>Joint Planning- Standard Operating Procedures for Facility Staff</b>	<b>For each facility identified as a Reception Centre, CRC and YR develops Standard Operating Procedure</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>18</b>
<b>Joint Planning- Training of Facility Staff</b>	<b>For each facility identified as a Reception Centre, CRC and YR facilitates joint training</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>60</b>
<b>Exercises- Participation in Regional/local municipal exercises</b>	<b>CRC participates in at least one exercise per year hosted by Region and/or local municipalities</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>
<b>Education &amp; Training for DM Personnel- CRC exercises</b>	<b>CRC facilitate one exercise each year for volunteers with option for Region to participate and/or observe</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>
<b>Public Education- Delivery of Preparedness Workshops to YR Residents</b>	<b>CRC facilitates at least one workshop in each local municipality each year and collects participant stats</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>27</b>
<b>Public Education- Joint preparedness campaigns to York Region residents</b>	<b>CRC and YR communications teams to collaborate once a year to delivery joint preparedness messaging to public</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>
<b>Authorized Signature:</b>					

## **SCHEDULE "E"** **Notification Protocol**

### **General**

The Entity, or its designate, shall request assistance from the CRCS as per the protocol described herein to determine what services will be delivered, the terms and conditions for organizing the services and the duration of the services.

The information to be provided by the Entity at the time of notification includes:

- Nature and location of Disaster
- Time Disaster occurred
- Number of people affected (if available)
- Current or possible evacuation
- Emergency Services on-scene
- Any identified threats or hazards to the affected population and/or CRCS personnel
- Activation level of municipal EOC/emergency response plan (Major Disasters only)
- Services requested, including locations of Reception Centres where Services will be delivered (Major Disasters only)
- Time frame for response
- Any special instructions, limitations, etc.
- Location of affected vulnerable persons/populations, such as Long-Term Care facilities, hospitals, etc.
- Entity liaison officer names and contact information

### **Contact Information**

The CRCS Disaster Management representatives are available 24-hours a day, 7-days a week, 365 days a year. In the event of an emergency, the following personnel should be contacted.

For the CRCS:

Provincial Duty Officer  
#416.209.0432  
[ONDutvOfficer@redcross.ca](mailto:ONDutvOfficer@redcross.ca)

**Schedule B**  
**Approved Municipality Reception Centres**  
**(see attached)**

# RECEPTION CENTRE LIST – VAUGHAN

Designation	Facility Name	Facility Address	Facility Postal Code	Facility Telephone	Facility Classification	Facility Fire Code	Facility Capacity
	Al Palladini Community Centre	9201 Islington Avenue, Woodbridge, ON	L4L 1A6	(905) 832-8564	Reception Centre with Lodging	0	0
	Chancellor Community Centre	350 Ansley Grove Road, Woodbridge, ON	L4L 5C9	(905) 832-8620	Reception Centre with Lodging	0	0
Primary	Dufferin Clark Community Centre	1441 Clark Avenue West, Thornhill, ON	L4J 7R4	(905) 832-8554	Reception Centre with Lodging	0	0
Primary	Father Ermanno Bulfon Community Centre	8141 Martin Grove Road, Woodbridge, ON	L4L 3W9	(905) 879-8732	Reception Centre with Lodging	0	0
Primary / LTC	Garnet A. Williams Community Centre	501 Clark Avenue West, Vaughan, ON	L4J 4E5	(905) 832-8552	Reception Centre with Lodging	0	0
Designate	Maple Community Centre	10190 Keele Street, Maple, ON	L6A 1R7	(905) 832-2377	Reception Centre with Lodging	0	0
	North Thornhill Community Centre	300 Pleasant Ridge Ave, Thornhill, ON	L4J 9B3	(905) 832- 8540	Reception Centre with Lodging	0	0
	Rosemont Community Centre	1000 New Westminster Drive, Vaughan, ON	L4J 8G3	(905) 303-2024	Reception Centre	0	0
	Vellore Village Community Centre	1 Villa Royale Ave, Woodbridge, ON	L4H 2Z7	(905) 823-8544	Reception Centre with Lodging	0	0
	Woodbridge Pool and Memorial Arena	5020 Highway #7, Vaughan, ON	L4L 1T1	(905) 832-8576	Reception Centre with Lodging	0	0

**Schedule C**  
**ESS Service Delivery Chart**  
**(see attached)**

## EMERGENCY SOCIAL SERVICES SERVICE DELIVERY CHART-VAUGHAN

Essential Services	Service Component	Delivery Agency  LM = Local Municipality Activates Agency  YR = Region Activates Agency
<b>Registration and Inquiry</b>	<b>Information</b> - Ensure accurate up-to-date information is available and communicated to evacuees	City of Vaughan (LM)
	<b>Registration</b> - Register evacuees, take inquiries about people's safety and assist in reuniting families	Canadian Red Cross (LM)
	<b>Referrals</b> - Connect evacuee to community-based services such as utilities and services needed for recovery	Local Municipality- Access Vaughan (LM)  York Region – Access York (YR)
<b>Emergency Lodging</b>	<b>Onsite Lodging</b> - Provide short-term temporary housing for evacuees at a centralized location	Canadian Red Cross (LM)
	<b>Offsite Lodging</b> - Provide short-term temporary lodging in a motel/hotel for single evacuees or family	Canadian Red Cross (LM)
	<b>Shelter</b> - Provided an immediate safe haven (on or offsite) to protect evacuees from hazards or adverse weather until establishment of Reception Centre	York Region Transit (LM – Fire Service)
<b>Emergency Feeding</b>	<b>Onsite Meals</b> - Provide healthy and nutritious meals within the Reception Centre, including any allergy or dietary restrictions	Canadian Red Cross (LM)
	<b>Offsite Meals</b> - Provide gift cards or vouchers for the purchase of meals from restaurants or groceries to be prepared by evacuees	Canadian Red Cross (LM)
<b>Emergency Clothing</b>	<b>Clothing</b> - Provide essential clothing (including outerwear), blankets, footwear, and personal hygiene items for evacuees	Canadian Red Cross (LM)
<b>Specialized</b>	<b>Assistive Devices</b> - Provide referrals to replace assistive devices including scooters, walkers, wheelchairs, canes, eyeglasses, or dentures as needed	Central LHIN (only if client is in existing program)

Essential Services	Service Component	Delivery Agency  LM = Local Municipality Activates Agency  YR = Region Activates Agency
Services		(YR)
	Unattended Children - Receive children that arrive to a Reception Centre without a parent or guardian	Initial temporary supervision of child- City of Vaughan (community centre staff) & Canadian Red Cross (LM)  Urgent child needs- York Region Police (LM/YR)
	Emergency Medical - Provide emergency medical response, triage, transportation, and pre-hospital acute care	York Region - Paramedic Services (via 911) (YR)
	Emotional Support - Provide access to emotional support, practical assistance and referrals to community resources for continued support	Victim Services of York (YR)
	Financial Aid - Provide referrals for immediate financial support to evacuees to provide the necessities of life	York Region – Access York (YR)
	First Aid - Provide immediate basic first aid within the Reception Centre	St. John Ambulance (LM)
	Insurance - Provide public and impacted individuals with education on the claims process and services, coordinate access to insurance adjustors when required.	Insurance Bureau of Canada or other local provider (LM)
	Multicultural - Provide services to accommodate cultural needs specific to interpretation/translation services, religious resources, and other cultural needs	Interpretation/Translation Services - York Region - Access York (YR)  Prayer Rooms- Canadian Red Cross (LM)  Dietary Needs - Canadian Red Cross (LM)
	Ontario Works/ODSP Support - Connect existing clients impacted by an emergency to case management support	York Region – Access York (YR)
	Pet Services - Provide for the health and welfare of	

<b>Essential Services</b>	<b>Service Component</b>	<b>Delivery Agency</b>  LM = Local Municipality Activates Agency  YR = Region Activates Agency
	domesticated animals, including sheltering, feeding, and immediate medical needs	Vaughan Animal Services (LM)
	<b>Prescriptions</b> - Facilitate access for the replacement medications by referral to a pharmacy, clinic, or doctor	York Region – Access York (does not authorize prescriptions) (YR)
	<b>Recreation Services</b> - Provide evacuees with access to physical or recreational programs at the Reception Centre or other facility	City of Vaughan (LM)
	<b>Continuing Care</b> - Provide continued access to evacuees who are receiving ongoing services from Community Care Access Centre.	Central LHIN (YR)
	<b>Transportation</b> - Provide for the transportation needs of evacuees including bus passes and taxi vouchers	York Region Transit (YR)  Canadian Red Cross (for taxi) (LM)
<b>Reception Centre Management</b>	<b>Management</b> - Responsibility for managing the operations of the Reception Centre	City of Vaughan/Canadian Red Cross (LM)
	<b>Cost Recovery</b> - Responsible for pursuing recovery of costs associated with operation of a Reception Centre	City of Vaughan (LM)
	<b>Donations Management</b> - Responsible for overseeing financial donations to support evacuees directly	Accredited charities/NGOs (LM)
	<b>Food, Water and Sanitation</b> - Provide qualified staff to inspect food, water safety, and sanitation within the Reception Centre	York Region – Public Health (YR)
	<b>Infection Prevention and Control</b> – Respond to infection prevention and control concerns within a Reception Centre	York Region – Public Health (YR)
	<b>Maintenance</b> - Responsible for the opening, operation, and maintenance of a Reception Centre	City of Vaughan (LM)

<b>Essential Services</b>	<b>Service Component</b>	<b>Delivery Agency</b>  <b>LM = Local Municipality Activates Agency</b>  <b>YR = Region Activates Agency</b>
	<b>Security</b> - Provide trained personnel to ensure the security of the Reception Centre facility, evacuees, and staff	External Security Contractor (LM)  York Region Police (for initial opening, depending on incident, availability of resources, and need for services) (LM)
	<b>Technology</b> - Responsible for managing the overall technical and telecommunications needs within the Reception Centre	City of Vaughan (LM)

**Schedule D**  
**Reception Centre Staffing Structure Template**  
**(see attached)**

# Vaughan Reception Centre Staffing Chart

