

CORPORATION OF THE COUNTY OF DUFFERIN


BY-LAW NUMBER 2020-12

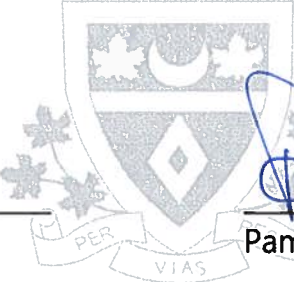
A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWN OF SHELBURNE. (Emergency Management Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and the Town of Shelburne, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13th day of February, 2020.


Darren White, Warden


Pam Hillock, Clerk

THIS AGREEMENT made the 27th day of APRIL, 2019 between;

**CORPORATION OF THE COUNTY OF
DUFFERIN
(hereinafter called County)**

And

**THE CORPORATION OF THE TOWN OF SHELBURNE
(hereinafter called Municipality)**

PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to set out the general terms regarding the delivery of Emergency Management services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

TERM OF THE AGREEMENT

The term of this Agreement shall commence on May 1, 2019, and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

WHEREAS:

1. The Ontario *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 ("EMCPA") requires each municipality to develop and implement an emergency management program, which the council of a municipality shall adopt by by-law.
2. Under the EMCPA, the council of a county may, with the consent of the councils of the municipalities situated within the county, coordinate and assist in the formulation of their emergency plans.
3. Under O. Reg. 380/04, s. 10 (1), Every municipality must designate an employee (or member of council) of the municipality as its emergency management program co-ordinator to:
 - (a) Complete the training that is required by the Chief, Emergency Management Ontario;
 - (b) Coordinate the development and implementation of the municipality's emergency management program within the municipality and co-ordinate the municipality's emergency management program in so far as possible with the emergency management programs of other municipalities, of ministries of the Ontario

government and of organizations outside government that are involved in emergency management; and

- (c) Report to the municipality's emergency management program committee on his or her work.
- 4. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources, and improves coordination and delivery of these services;
- 5. The Municipality wishes to engage the County to render professional services for the coordination of the municipal emergency management program.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed:

A. EMERGENCY MANAGEMENT SERVICES BY THE COUNTY

- 1. The County of Dufferin will make available to the Municipality the services of its Community Emergency Management Coordinator (CEMC) who will, in consultation with the Municipality,
 - (a) Act as the Municipality's CEMC, if and when so appointed by by-law;
 - (b) Coordinate a Unified Emergency Management Program amongst the partners, and;
 - (c) Assist in meeting legislative compliance as it relates to each Municipality's responsibilities under the EMCPA.
- 2. In addition to the above, the County will be responsible for:
 - (a) Maintaining contact information for staff, elected officials, local resources and agencies;
 - (b) Distributing and maintaining plans and support documents for local offices and officials;
 - (c) Maintaining supplies for displays of public educational materials; and
 - (d) Coordinating public education activities.
- 3. Emergency Response Services:
 - (a) In the event of a local emergency, the County CEMC will assist the Municipality by providing expertise in the municipal emergency operations centre or incident command post during the response and recovery phases, in conjunction with Municipal staff.
 - (b) When the emergency is not confined to one member municipality, or when the County activates their own Emergency Operations Centre, each affected municipality will be represented as a member of the County Emergency Control Group, and the County will provide emergency response support as set out in the Emergency Plan.

- (c) In the event of a wider emergency, the County CEMC will assume responsibilities as outlined in the Emergency Response Plan and the Municipality's Senior Municipal Official, or designate, will support and coordinate the local municipal emergency operations centre.
- 4. The County CEMC will provide assistance to the Municipality's Senior Municipal Official with respect to the services provided to the Municipality under this Agreement and the Senior Municipal Official will act as the Municipality's liaison to the County CEMC.
- 5. The County CEMC will prepare an annual Joint Emergency Management Program Plan which will incorporate the municipalities for each calendar year.
- 6. Should the position of the County Community Emergency Management Coordinator become vacant, it will be the responsibility of the County to fill the vacancy in accordance with the hiring policies of the County.

B. ROLE OF THE MUNICIPALITY

- 1. The Municipality shall:
 - (a) Maintain a local emergency management program committee and emergency control group as required by law.
 - (b) Designate the County CEMC as an "employee of the municipality" through by-law for purposes of the EMCPA only, but shall not provide any benefits or remuneration to the County CEMC.
 - (c) Appoint a member of the municipality's staff to serve as a Municipal Emergency Management Lead.
 - (d) Provide assistance to the County CEMC in connection with the local emergency program activities.
 - (e) Ensure that its staff and elected officials are made available for emergency management meetings, training, activation drills and exercises.
 - (f) Establish and provide administrative support for the local emergency management program:
 - (i) Assistance in scheduling, record-keeping and logistical support for local meetings, training and exercises;
 - (ii) Support for municipal council report and bylaw preparation;
 - (iii) Support public education activities; and
 - (iv) Contribute to maintaining the community risk profile and critical infrastructure documentation.
 - (g) Provide space, supplies, technology, and equipment necessary to maintain operational readiness relating to the emergency operations centre.
 - (h) Activate its emergency response plan and notify municipal staff and other members of the emergency control group when deemed necessary.

- (i) Appoint an employee or member of council of the Municipality to act as a local emergency management coordinator to be ready to step into the role if the County CEMC cannot do so.

C. FEES/PURCHASES:

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

D. PROGRAM REVIEW

1. The County CEMC will report to the Municipality's Emergency Management Program Committee at a joint meeting annually on his or her work.

E. INDEMNITY AND INSURANCE

1. Nothing in this Agreement is intended to affect or fetter a statutory power, duty or function of the Municipality in relation to an emergency or relieve the Municipality of its responsibility to respond to an emergency or to maintain an emergency program and Emergency Management Coordinator. The Municipality shall release, discharge, indemnify and save harmless the County from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
 - (a) the provision of services by the County as contemplated by this Agreement;
 - (b) the interpretation, administration and exercising of the powers contained within all legislation for and on behalf of the Municipality as it relates to the provision of emergency management services; and
 - (c) the failure by the Municipality to provide the support and resources as outlined in this Agreement.
2. The County shall, at all times, indemnify and save harmless the Municipality and its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of the County in connection with Services performed, purportedly performed or required to be performed by the County under this Agreement.
3. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
 - (a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:

- (i) The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
 - (ii) Cross liability and severability of interest clauses;
 - (iii) Non-owned auto coverage; and
 - (iv) Contractual liability (both oral and written);
 - (b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim.
 - (c) Automobile insurance under a standard Automobile Policy with limits no less than \$2,000,000 in respect of each owned or leased licensed vehicle;
4. Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
5. Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

F. LIMITS ON LIABILITY

1. The Municipality and the County acknowledge and agree that in all respects, the County is an independent contractor entitled to use its own methods to carry out the Emergency Management Services to be provided to the Municipality.

G. DISPUTE RESOLUTION

1. The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

H. TERM AND TERMINATION

1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 90 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

I. GENERAL PROVISIONS

1. The Municipality shall continue to actively promote emergency preparedness within their community and shall fulfill their obligations under the EMCPA.
2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.

3. The County shall cooperate and provide assistance to the Municipality as reasonably required by the Municipality to facilitate the provision of the Municipality's obligations under this Agreement.
4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

SIGNED:

On behalf of the Corporation of the Town of Shelburne on the 29th day of APRIL, 2019



Wade Mills, Mayor



Jennifer Willoughby, Clerk

On behalf of the Corporation of the County of Dufferin on the 13th day of February, 2019
2020.

AUTHORIZED BY DUFFERIN COUNCIL

BY-LAW RESOLUTION NO. 2020-12

THE 13th DAY OF February, 2020.



Darren White, Warden



Pam Hillock, Clerk