

THE CORPORATION OF THE TOWN OF COBOURG

BY-LAW NUMBER 094-2009

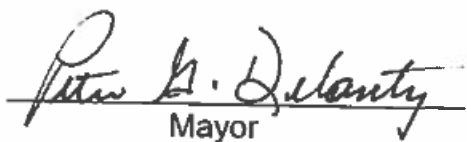
A BY-LAW TO AUTHORIZE EXECUTION OF AN EMERGENCY SOCIAL SERVICE SUPPORT AGREEMENT WITH THE COUNTY OF NORTHUMBERLAND.

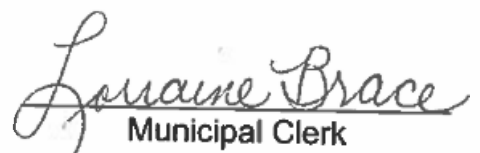
WHEREAS The Municipal Act, 2001, Section 8 provides in part that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

NOW THEREFORE the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

1. THAT the Mayor and Municipal Clerk are hereby authorized and instructed to execute on behalf of the Corporation an Emergency Social Service Support Agreement with the County of Northumberland.

READ a first, second and third time and finally passed in Open Council this 16th day of November, 2009.


Mayor


Municipal Clerk

**THE COUNTY OF NORTHUMBERLAND
EMERGENCY SOCIAL SERVICE SUPPORT AGREEMENT**

This Agreement is to authorize the execution of Emergency Social Service with participating member municipalities and First Nations within the geographic boundaries of the County of Northumberland.

The purpose of this Agreement is to establish the framework for delivery and cost recovery when a municipality requests a need for Emergency Social Service.

This Agreement made this 27 day of Nov, A.D. 2009 between:

The Municipality of Alnwick/Haldimand
The Municipality of Brighton
The Town of Cobourg
The Township of Cramahe
The Township of Hamilton
The Municipality of Trent Hills
The Municipality of Port Hope
The Alderville First Nation
The County of Northumberland

WHEREAS, the Province of Ontario has passed an Act, "The Emergency Management and Civil Protection Act, Chapter E.9 R.S.O. 1990" which provides for the formulation and implementation of emergency plans by the county with the approval of constituent municipalities;

AND WHEREAS, the Councils of constituent municipalities of Northumberland County have authorized the county's participation in the planning and response activities necessary during an emergency;

AND WHEREAS, the act makes provision for the Council of a municipality to enter into an Agreement with the Council of any other municipality or with any person for the provision of any personnel, service, equipment, or materials during an emergency;

AND WHEREAS, the County of Northumberland has developed an Emergency Management Program designed to provide staff with guidelines to effectively manage the four distinct phases of the program, e.g. mitigation of hazards, preparing for an emergency, responding to an emergency, and recovery of an emergency;

AND WHEREAS, the County of Northumberland has established as a priority the health, safety, welfare of people, and protection of property and the environment in the event of an emergency;

AND WHEREAS, the County of Northumberland is responsible for the reception and care of evacuees including the provision of emergency clothing, feeding, lodging, registration and inquiry, and personal services;

AND WHEREAS, all municipalities and First Nation who are situated within the geographic boundaries of the County of Northumberland, agree on the necessity and desirability of entering into an Agreement for the provision of mutual assistance to deal with emergencies.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT:

DEFINITIONS

In this Agreement:

- a) "Municipality" means a municipality residing in Northumberland County;
- b) "First Nation" means Alderville First Nation residing in Northumberland County
- c) "County" means the Corporation of the County of Northumberland;
- d) "Facility" means any building, grounds, apparatus, equipment, vehicles under the Agreement between Northumberland County and the facility landlord;
- e) "Emergency" means a declared emergency by the County or one of the lower tier municipalities within the County of Northumberland and includes a situation or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property. These situations could threaten public safety, public health, the environment, property, critical infrastructure, and economic development;

- f) **“Community and Social Service”** means the Northumberland County Community and Social Services
“Emergency Social Service” means the provision of emergency clothing, feeding, lodging, registration, inquiry, and personal services;

EMERGENCY USE OF SHELTER AGREEMENTS

- Emergency Use of Shelter Agreements remain binding for the use of the facility and are separate from this Agreement. The Agreements are between the facility landlord and the County.

EMERGENCY CLASSIFICATIONS

Crisis – Level One (Incident)

- Example: Small Event – house fire, minor vehicle accident, less than 25 people evacuated
 - Emergency Shelter:
 - Local Fire Department contacts Canadian Red Cross for implementation of the “Personal Disaster Assistance Program”.

Crisis – Level Two (Significant Event, Single Municipal Advisory Event)

- Example: Large Structure Fire, multiple vehicle accident – major highway detouring, major incident involving hazardous chemicals, train derailment, threat of major weather event, more than 25 people evacuated to a reception centre or municipal shelter.
 - Emergency Shelter:
 - Local CCG designate Reception Centre.
 - If requested by municipal CCG, Director of Social Services will implement Emergency Social Service reception centre with potential for overnight hotel accommodation or Single Municipal Evacuation Centre activated.

Crisis – Level Three (County Wide Emergency)

- Example: Impact by major weather event, major transportation disruptions, multiple municipal evacuation shelters required.
 - Emergency Shelters
 - Multiple Evacuation Centers

RECEPTION CENTRE SERVICES

Reception Centers act as a centre for coordination (triage) of services to provide temporary relief to individuals and families. Services should include at minimum:

Primary Services	Secondary Services
<ul style="list-style-type: none"> • evacuee registration • minor feeding (coffee, light lunch) • listing of potential hotel lodging • relax area • family reunification (communication) • first aid 	<ul style="list-style-type: none"> • personal services • child care • transportation

EVACUATION CENTRE SERVICES

Evacuation Centers provide temporary relief to individuals and families. Services should include at minimum:

Primary Services	Secondary Services
<ul style="list-style-type: none"> • evacuee registration • food • short term lodging • clothing • family reunification (communication) • first aid 	<ul style="list-style-type: none"> • personal services • volunteer services • child care • transportation

Site Management

- The Emergency Social Service Staff will provide overall management of the service delivered to evacuees at the site. Schedules, supplies, communications, and regularly timed event meetings will be established from a central office location in the centre. The

core services will be delivered by County Staff, Municipal Staff, and community partners as required.

Emergency Feeding and Clothing

This service is to provide for those without food / clothing or preparation facilities.

In the event the emergency situation places persons in need of food and clothing, the first priority shall be to provide for an immediate service appropriate to the weather conditions.

Food services should be designed to maintain a reasonable physical status through the provision of nutritionally balanced meals, continuing over an extended period of time for evacuees and displaced persons.

Emergency Lodging

The main objective of the lodging services staff is to provide safe immediate temporary shelter to all persons in need.

Priority #1 – is evacuees will be encouraged to go to the home of friends and relatives, but requested to register their location before leaving a reception centre.

Priority #2 – is evacuees go to an arranged hotel. Evacuees will be expected to pay for their own accommodations.

Priority #3 – is evacuees will go to an arranged lodging at a county managed evacuation shelter.

Registration and Inquiry

This service is to reunite families, collect information, and answer inquiries regarding the safety and location of individuals. The registration and inquiry function shall ensure that all persons who are evacuated, whether in shelters or making private arrangements, will have recorded their whereabouts. This will reduce the incidents of unnecessary searches for persons who have gone on their own. While registration is voluntary, all evacuees will be encouraged to register.

Special Needs Evacuees

This service is to assist evacuees who have special needs. An assessment process shall identify evacuees who require specialized assistance due to personalized special needs such as visual/hearing impairment, physically/mentally challenged, pregnant, and seniors.

First Aid

This Service is to provide Basic First Aid in accordance with St. John Ambulance Standard First Aid. The first aid function shall be to provide assistance to all persons who incur non life threatening injuries while staying at the centre. Injuries more severe than those that can be assisted under St. John Standard First Aid shall require the assistance from the local Emergency Medical Services.

Child Services

This Service is to provide safe guardianship for unattended children under the age of 16 years old. Where those support services are vested in other agencies, contact should be made with those agencies as soon as possible. be accompanied by an adult in accordance with applicable legislation until united with a family member;

Critical Incident Stress Management (CISM) / Counseling

This Service is to provide a private area for counseling emotionally distraught persons. Where those support services are vested in other agencies, contact should be made with those agencies as soon as possible.

Pet Care

This Service is to provide a means of controlling domestic pets arriving with evacuees. The arrival of pets to the evacuation centre will be highly discouraged. The local health unit will not allow animals, with the exception of service animals, into the centre. Animal containment will be:

- First choice, pets will be off-site at a pet shelter
- Second choice, pets will be in the evacuees vehicle at the evacuation centre
- Third choice, pets will be outside the area which houses people
- receive only pets which can be caged or leashed

- capable of documenting and Photo I.D. pets
- continuously staffed by people to ensure security
- control of service animals will be the responsibility of the animal's owner

Recreation

This Service is to provide a means of relieving emotional stress. Recreational activities shall be established relative to the layout of the centre and the arrangement of the evacuees.

Security

Organized order will be maintained by staff and other agencies. Public safety issues will be maintained by the police authority residing within the municipality of the centre.

Transportation

Transportation of evacuees to and from the evacuation area will be the responsibility of the evacuee and the local municipality which hosts the emergency. Separate from site evacuation, there may be cause for transportation of goods or personnel to or from the centre. Arrangements will be made at the discretion of the evacuation centre site manager.

Financial Arrangements

Northumberland Member Municipalities

- All member municipalities agree that Northumberland County will deliver Emergency Social Service to a municipality requesting assistance
- Northumberland County shall bare all costs associated with the delivery of Emergency Social Service.
- Northumberland County will attempt cost recovery through a county process or in conjunction with the process of the member municipality receiving assistance. (ie Ontario Disaster Relief Assistance Program (ODRAP) or insurance claim)
- unrecoverable costs shall be borne by the County through the County levy

First Nation

- All member municipalities agree that Northumberland County (upon approval of Northumberland County Council) may deliver Emergency Social Service to Alderville First Nation
- Northumberland County will not bare associated costs without approval of Northumberland County Council considering current guidelines provided by Indian and Northern Affairs Canada (INAC) for reimbursement.

Northumberland County Assistance to a community outside the geographic boundaries of Northumberland County

- Municipalities agree that Northumberland County (upon approval of Northumberland County Council) may provide Emergency Social Service to a community outside the geographic boundaries of Northumberland County
- Prior to supplying assistance, a formal Agreement shall be documented and signed, between Northumberland County and the community requesting assistance.
- Northumberland County will invoice the community receiving assistance for all costs associated with delivery of the Emergency Social Service.
- cost recovery is the responsibility of the community receiving assistance

Implementation

- Each municipality and First Nation agree to develop emergency plans to ensure that essential services are able to make the most effective use of their personnel and resources. The emergency plans shall be shared amongst the parties of this Agreement.
- The municipality and First Nation requesting Emergency Social Service, shall have implemented its emergency plan, committed to the emergency its own resources, and for the duration of operations assume direction and control over equipment and human resources contributed by other parties to this Agreement.
- A request for assistance shall in the case of a municipality be made by or on behalf of the head of Council or from the Band Chief in the case of Alderville First Nation.
- A request from the Community Control Group for Emergency Social Service on behalf of a signatory to this Agreement requires a response.

AND WHEREAS, this Agreement comes into force on the day and year first above and will be reviewed yearly thereafter by the parties.

At the time of the review, all parties may introduce changes or additions to this Agreement by way of a rider that shall become part of this Agreement upon ratification.

Any one of the signatories may withdraw from this Agreement by giving written notice within 60 days of termination to the Chief Administrative Officer of the County of Northumberland.

After the withdrawal of any party, the Agreement shall continue in force between the remaining parties.

Signatories who withdraw from this Agreement shall not be entitled to the return of any contributions or share of resources acquired under the terms of this Agreement.

In witness whereof the municipalities and First Nation within the County of Northumberland, have hereunto caused their corporate seals to be affixed, attested to by the proper officers on their behalf, the day and year first above written.

Given under the Seal of the Corporation of the County of Northumberland and passed this 27 Day of NOV 2009.

The County of Northumberland


Warden

Nov 27 / 09
Date

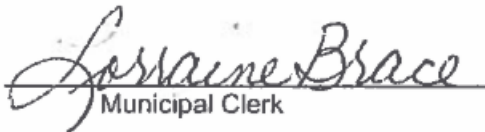

County Clerk

November 20, 2009
Date

The Town of Cobourg


Mayor

November 18, 2009 094-2009
Date By-Law#


Municipal Clerk

November 18, 2009
Date