

*MUNICIPALITY OF PORT HOPE
RESOLUTION*

Date: 7 November 2023

62/2023

MOVED BY: _____

SECONDED BY: _____

WHEREAS Committee of the Whole at their meeting held on October 17, 2023 considered Staff Report PS-12-23 regarding Emergency Use Agreement for the Jack Burger Sports Complex between Northumberland County and the Municipality of Port Hope;

NOW THEREFORE BE IT RESOLVED THAT Council enter into an agreement (attached hereto as Appendix A) with Northumberland County for emergency use of the Jack Burger Sports Complex (JBSC) as an Emergency Evacuation Centre;

AND BE IT FURTHER RESOLVED THAT the Mayor and Chief Administrative Officer be directed to execute the agreement on behalf of the Municipality of Port Hope.

Mayor Olena Hankivsky

COUNTY OF NORTHUMBERLAND AGREEMENT
FOR THE EMERGENCY USE OF
JACK BURGER SPORTS COMPLEX
60 HIGHLAND DRIVE, PORT HOPE, ONTARIO

An agreement to authorize the emergency use of the Jack Burger Sports Complex, 60 Highland Drive, Port Hope, Ontario in the Municipality of Port Hope.

The purpose of this agreement is to establish the framework through which the County of Northumberland will have access to 60 Highland Drive under emergency conditions. This location will be used as a community focal point for registration and inquiry of evacuees and/or for the purpose of providing shelter of a duration pending the conditions of the emergency,

This Agreement made this _____ day of _____, A.D. 2023 between:

The County of Northumberland
Municipality of Port Hope

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

NOW THEREFORE, the parties hereby agree to the following:

DEFINITIONS

In this agreement:

- a) "Municipality of Port Hope" means the Municipality of Port Hope residing in Northumberland County;
- b) "County" means the Corporation of the County of Northumberland;
- c) "Facility" means any building, grounds, apparatus, equipment, vehicles owned or under the control of the Jack Burger Sports Complex, 60 Highland Drive, Port Hope, Ontario;
- d) "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;
- e) "Industry" means any industry or commercial enterprise located within the boundaries of the County of Northumberland;

- f) "Municipality" means any municipality, town, village or township located within the County of Northumberland;
- g) "Community and Social Service" means the Northumberland County Community and Social Services.

NOTIFICATION

In the event of an emergency or an impending emergency, the County of Northumberland will advise the Municipality of Port Hope of the requirement to use the facility by notifying the respective director, or her/his designated alternate. Notification may include methods as established through the Municipality of Port Hope Emergency Response Plan. Notification arrangements shall be mutually agreed to from time to time, and these arrangements shall be reviewed and tested annually.

LIAISON

On request for the activation of an evacuation shelter, Northumberland County will supply, but not be limited to, a Community and Social Service Staff member to manage the activities in the facility. On receipt of an emergency advisory from the County of Northumberland, the Municipality of Port Hope shall be prepared to provide a facility liaison person to advise the members of the County Community and Social Service Staff.

The liaison person will be expected to provide the Emergency Control Group with information related to measures being employed to safeguard staff, and to protect the facility. A request for assistance made by the facility director will be made through the County Community and Social Services Staff manager.

USE OF FACILITY

In the event of an emergency, the Municipality of Port Hope agrees to make available to the County of Northumberland as much of the facility as may be needed. The County and the Municipality of Port Hope will give due consideration to the requirements of the facility for safe accommodation of staff working on site.

Notwithstanding the above paragraph and following the declaration of a local state of emergency to exist, final authority for the use and control of the facility shall rest with the County under the terms of the Province of Ontario Emergency Management Act.

STAFFING

The Municipality of Port Hope shall have one or more members of its staff on the facility premises at all times to assist with the operation and maintenance of the facility. Northumberland County shall have one or more members of its staff on the facility premises at all times to assist with the operation and maintenance of the activities for the evacuees and volunteer people working under the direction of Northumberland County.

DILIGENCE AND CARE

The County of Northumberland and other parties having authority to use the facility shall exercise due diligence and care and shall not interfere with any of the facility activities unless deemed necessary as part of the response to the emergency.

Prior to the use of such facility, a duly authorized representative of the facility and a duly authorized representative of the County shall jointly inspect the facility or equipment to be used. A memorandum will then be signed by both parties outlining any pre-use damage or deficiencies.

Upon termination of use by the County, both parties shall again inspect the facility and make note of any damage, deficiencies or other such factors resulting from the County's use of said facility.

INDEMNITY

The County of Northumberland hereby agrees to save harmless and indemnify the Municipality of Port Hope, its Officers, and Employees from and against all claims, demands or causes of action whether at law or in equity, in respect of its use of the said facility as herein provided, and from and against all damages, losses, costs, charges and expenses which the facility may sustain or incur or be liable for in consequence of such claims or demands or causes of action, whether in negligence or otherwise, from any source whatsoever, including but not necessarily limited to:

- a) claims, demands or causes of action by, or on behalf of, any officers of the County or its agents, employees or representative;
- b) claims, demands or causes of action by any other person or persons using the facility pursuant to this agreement.

INSURANCE

The parties hereto further covenant and agree that their public liability insurer(s) have been presented a copy of this agreement. The said insurer(s) will confirm full coverage under existing policies to include usage of the facility by officers and representatives of the parties hereto, their employees and agents and members of the public pursuant to the provisions of this agreement.

In addition, the parties further covenant to provide to the other party hereto a confirmation letter from its insurer(s). The letter will confirm receipt of the agreement and confirms and acknowledges its liability coverage for those individuals utilizing the facility as set out in this clause and pursuant to the provisions of the agreement.

COSTS

The County of Northumberland hereby agrees to reimburse the Municipality of Port Hope for any extraordinary costs arising from the County's use of the facility or equipment. Such costs may include, but are not limited to, the actual costs of supplies, overtime wages or salaries paid to facility employees, additional utility costs for heating and lighting, additional expenses incurred in cleaning the premises, additional security costs, and long distance telephone charges.

Where possible, agreement shall be sought by the Municipality of Port Hope from the County before such extraordinary expenditures are made by the Municipality of Port Hope.

Such payment will be made within 60 days of the submission of an invoice to the County.

Nothing in this agreement shall preclude the County from taking action to recover such costs paid to the Municipality of Port Hope from such person or agency as may be found responsible for causing the emergency, or from seeking federal or provincial funding to cover any or all costs incurred by the County.

Upon payment by the County to the Municipality of Port Hope, the Municipality of Port Hope relinquishes all rights to seek damages or compensation from such person or agency as may be found responsible for causing the emergency, or from federal or provincial sources.

VOLUNTEERS

Individual volunteers, or volunteer groups and agencies such as Red Cross, Salvation Army, or St. John Ambulance who are engaged by the County to manage or assist with the operation of shelter centres on the facility shall be considered as agents of the County.

CONDUCT ON FACILITY PREMISES

The County agrees to take all reasonable precaution against vandalism, mischief or behavior contrary to provincial or federal statutes by any party or parties who are accommodated in the facility, or who make use of the facility or equipment.

If required, the Municipality of Port Hope may request that the local police service be present at such facility to maintain order.

FEEDING

Unless agreed upon between the County and the Municipality of Port Hope, no food preparation or consumption will be carried out in the facility, in locations other than those normally set aside for such activities. No stoves or other cooking devices other than those normally and permanently installed by the Municipality of Port Hope on such facility shall be used.

RETURN OF EQUIPMENT AND SUPPLIES

The County of Northumberland shall be responsible for removing borrowed, donated or purchased equipment (including but not limited to mattresses, beds, furniture, recreational equipment, clothing, and baby supplies) from the facility upon termination of the emergency.

CONTROL OF EXISTING CONTRACTS

Notwithstanding agreements which the Municipality of Port Hope may have with suppliers of goods and services (including but not limited to contracts for bulk supply of food, and contracts for bus services), the Municipality of Port Hope shall assign their enjoyment of such supplies or services to the County in time of an emergency.

PETS

Pets that have been evacuated with their owners shall not be allowed inside the building unless there is an appropriate area in the facility that has been specifically designated for the purpose of pet lodging.

In the case where suitable indoor pet lodging is not available, and subject to space and security, such pets may be accommodated on outdoor property or facilities owned by or under control of the Municipality of Port Hope. Pets in need of temporary lodging may also be transported by the County's emergency animal care partner, to their permanent facility for emergency lodging.

All such pets shall be leashed or caged at all times, and a "stoop and scoop" policy shall be in effect.

LEGAL RELATIONSHIP

The parties hereto agree that the legal relationship between the County, its representatives, officers, employees and agents and members of the public, on the one behalf, and the Municipality of Port Hope on the other behalf, shall be that of Licensee and Licensor and that no estate, right title or interest in the lands or property of the facility is hereby intended to be created or conveyed.

TERMINATION

This agreement may be terminated by any of the parties hereto, by 60 days notice given in writing to the other parties by delivering the same in person or by ordinary mail. Any notice shall be deemed to have been given on the third business day following the date on which it was mailed.

SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals attested by the proper officers in that behalf.

The Municipality of Port Hope

Mayor

Chief Administration Officer

County of Northumberland

Warden

Chief Administration Officer