

EMERGENCY RESPONSE SERVICES AGREEMENT

This Agreement is made as of May 12, 2020 between:

THE CORPORATION OF THE TOWN OF TECUMSEH (“Entity”)

and

THE CANADIAN RED CROSS SOCIETY,

a not-for-profit corporation and registered charity incorporated under the laws of Canada,
having its head office in Ottawa, Ontario

(“CRC”)

WHEREAS, CRC is responding to the Tecumseh Emergency Response Plan to assist emergency-affected persons and provide emergency relief;

AND WHEREAS, the Entity and CRC wish to put into place a legal arrangement to confirm that CRC will provide these and other emergency relief services, and that the Entity will reimburse CRC on a cost recovery basis;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Entity and CRC (each, a **“Party”** and together, the **“Parties”**) agree as follows:

1. SERVICE PROVISION

- 1.1 CRC will provide services and materials to persons affected by the Tecumseh Emergency Response Plan (**“Emergency-Affected Persons”**) as set out more particularly in **Schedule “A”**. CRC may also provide, upon discussion with and the mutual agreement of the Entity, additional emergency relief and recovery services.
- 1.2 CRC will communicate and coordinate with the Entity in its provision of the Services, and will share information as needed to facilitate emergency relief efforts.
- 1.3 CRC will identify all personnel and equipment with the CRC emblem on the service delivery site;
- 1.4 The Parties will each designate a representative of their respective organizations who will work with the other Party for the duration of this Agreement.

2. REIMBURSEMENT

- 2.1 The Entity will reimburse CRC for the costs incurred in providing the services listed in Section 1.1 (the **“Services”**) and in accordance with Schedule **“A”** of this Agreement, including a reasonable provision for administrative costs incurred, upon invoice from CRC and the provision of appropriate supporting information, on a cost recovery basis.

2.2 This Agreement shall not prevent CRC from providing additional services, at its own expense and on its own initiative, or from fundraising to support such additional services. The Entity will not be invoiced for costs of Services covered by donations or fundraising, but allocation of fundraising revenues shall be in CRC's sole discretion.

3. **PRIVACY**

3.1 **Privacy.** Each Party shall act in accordance with their respective privacy policies and applicable privacy laws and shall take reasonable steps to facilitate the other Party's compliance.

3.2 Each Party will keep confidential all personal information obtained in connection with this Agreement and shall use or disclose such information only for purposes of emergency response or as required by law. Certain persons may further request:

- a) that the information they provide to CRC not be disclosed to others, including family members ("**Restricted Files**"). Upon being advised by CRC, this higher level of confidentiality shall be respected by the Entity; and
- b) that the information they provide to CRC not be disclosed to the Entity ("**Non-Disclosed Files**"). In these cases, CRC will inform the Entity of the services provided to such persons only in anonymized or aggregated form.

3.3 **Confidentiality.** Each Party shall protect any confidential information of the other Party obtained in connection with this Agreement, and shall use or disclose it only as required for the purposes of this Agreement or as required by law.

4. **GENERAL**

4.1 **Notice.** Contractual notices shall be given in writing by personal delivery, by postage prepaid registered mail, or by email, to the addresses of the Parties as follows,

CRC:

Tatjana Radovanovic
Senior Director, Ontario Operations
Canadian Red Cross
Greater Toronto Area
21 Randolph Avenue
Toronto, Ontario M6P 4G4
Tatjana.Radovanovic@redcross.ca

Entity:

Margaret Misk-Evans
Chief Administrative Officer
Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
mevans@tecumseh.ca

or at such subsequent address given by such Party to the other Party by Notice in writing from time to time.

- 4.2 **Term.** This Agreement shall be effective upon execution. It may be terminated by either Party upon 15 days' notice. Termination shall not affect any obligations which have been undertaken prior to the date of termination.
- 4.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. It may be amended only by written instrument signed by both Parties.
- 4.4 **Amendments.** Amendments to this Agreement must be agreed upon in writing between the Parties.
- 4.5 **Media Communications.** No Party shall make any public statement relating to this Agreement, the Services or the other Party without prior consultation with and the approval of the other Party.
- 4.6 **Logo Use.** The Entity shall not use the logo, name or emblem of CRC without CRC's prior review and written approval
- a) The emblem of the CRC is a red cross on a white background, a recognized sign internationally as a symbol of protection and neutrality, while the logo of the CRC consists of the emblem and the phrase "Canadian Red Cross / Canadian Red Cross."
- 4.7 **Limitation.** CRC may withdraw, reduce or limit its service provision if it is unable to provide services without compromising the health or safety of CRC employees or volunteers.
- 4.8 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by, the laws of the province of Ontario and the federal laws of Canada applicable therein, excluding conflict of law provisions.

IN WITNESS WHEREOF each of CRC and the Entity have caused this Agreement to be signed and delivered by its duly authorized representative:

For the Entity:

For the Canadian Red Cross Society:

Name (print): _____

Title: _____

Date: _____

Name (print): _____

Title: _____

Date: _____

SCHEDULE "A"

The Services

The CRC is able to provide the emergency response services set out below (the "Services").

The specific Services to be provided will be determined by CRC and the Entity in coordination, with consideration given to the capacity of the Entity and CRC, in order to promote efficiency and avoid duplication. CRC will determine the appropriate method of service delivery for the requested Services.

The CRC is able to provide services in two manners:

1. Organization: The CRC will organize, supervise, and directly provide the Services to the affected population on behalf of the Entity.
2. Support: The CRC will deploy volunteer resources who will support the Entity in providing the agreed upon the Services.

The Entity requires the following Services:

*(**Indicate below by checking the appropriate box the services the Entity requires**)*

Services		Organization of the Service	Volunteer Support
Registration (For the purpose of Family Reunification) – via remote means (online or by telephone) including creation and maintenance of the registration database		X	
Reception and Information	In a Reception Center		
	In a Lodging/Shelter		
Lodging/Shelter	Congregate shelter, beds and material distribution		
	Commercial Lodging (hotel, motel, etc.)		
	Supply of cots, pillows & blankets	X	
Food/Feeding Services	Commercial Food services (restaurants)		
	Other (cafeteria, caterer, etc.)		
Clothing	(or laundry services)		
Personal Services	(such as personal hygiene kits, baby products, incontinent aids, plush teddy's for children)	X	

CRC will work in collaboration with community organizations to avoid duplication of services offered to beneficiaries. Further services may be provided subject to discussion and mutual agreement between the Parties.

Reimbursement

As set out in section 2.1 of this Agreement, the Entity agrees to reimburse the CRC for direct, operational and programmatic and support service costs incurred in providing the Services.

Direct Costs

The CRC will charge for the expenses of direct assistance to Disaster-Affected People (shelter, food, clothing, personal and general services) under the Disaster Response Individual and Family Assistance Standards (the “**Standards**”). The current version of these Standards is included in “**Annex 1**”. The CRC will notify the Entity as soon as possible if, due to an exceptional situation, it is obliged to exceed the amounts indicated in the Standards.

The CRC will also charge for other eligible costs incurred in carrying out the Services. These expenses must be:

- a) Direct costs;
- b) Directly attributable to the Services;
- c) Reasonable; and
- d) Actually incurred.

Eligible costs may include:

- a) Personnel (staff and volunteers)
 - o The per-diem rates for reimbursement for all CRC Personnel is \$80.00/day
- b) Program costs;
- c) Sub-contractors (i.e. professional services);
- d) Logistics (cost of transporting, storing, and distributing supplies and materials);
- e) Travel expenses including, but not limited to flights, accommodation and incidental; and
 - o Note: the current reimbursement for personal vehicle usage is 0.45cents/kilometer
- f) Project equipment and inventory.

Indirect Costs

The CRC will also apply a 12% indirect costing rate against the invoices in order for the CRC to recover indirect costs incurred for undertaking the Services. In all financial statements, the 12% shall be reported as a flat fee. The CRC has no obligation to provide further substantiating document or information to the Entity for this indirect costing rate.



Disaster Response Individual and Family Assistance Standards (For Response Levels 1-2)

Service	Service Option	Max. Amounts	Standards for Providing Assistance
Food	Groceries First person in household Each additional person	Daily Weekly \$25 \$100 \$13 \$40	CRC will be able to provide means for a family to acquire groceries or eat restaurant meals on a daily/weekly basis. Groceries are provided when the family has cooking facilities. CRC will be able to provide restaurant meals per day or by meal as determined by the needs assessment. These values include a tip of 15%.
	Restaurant Meals Breakfast Lunch Dinner	\$52 \$12 \$12 \$28	
	Infant Formula (per infant)	\$13	CRC will be able to provide means to acquire infant formula for each infant of a family.
Clothing	Non-Winter Clothing Adult Child (under 12 years)	\$140 \$115	CRC will be able to provide means to acquire one set of non-winter clothing or one set of winter clothing (including coat and boots) per adult and child of a family. CRC distributes only new clothing. CRC can refer beneficiaries to community resources for additional clothing.
	Winter Clothing Adult Child (under 12 years)	\$230 \$200	
	Laundry supplies (per household) Dry Cleaning Adult Child (under 12 years)	\$30 \$140 \$115	CRC will be able to provide means to either wash clothes or utilize dry cleaning services. Laundry supplies include detergent, bleach and cleaning agents. Dry cleaning costs up to the limit of the allowance may be claimed in lieu of purchasing new clothes.
Lodging	Commercial Lodging Hotel/motel (per night) Campground	\$170 \$60	CRC will be able to provide means for staying in a hotel/motel per night for a family of four. In hotels/motels, an additional room may be provided if a family cannot be accommodated in one room. CRC will be able to provide means for staying in a campground if desired by the family. Lodging may be provided for up to 3 days. Extension of this service requires supervisory approval. Personal insurance should be used as the primary form of support. CRC will be able to provide towels/washcloths for those staying in a shelter/friends & family.
	Shelter/Friends and Family Towels and washcloth (per person)	\$15	
Personal Services	Hygiene kit	per person	Personal hygiene kits are distributed whenever possible. If not available, provide the allocated dollars to purchase these items.
	Hygiene products Adult Child	\$13 \$5	CRC will be able to provide means to acquire a one-time purchase of hygiene products per adult and child.
	Baby Products (per each infant)	\$45	CRC will be able to provide means to acquire one-time purchase of baby products or incontinent aids. Additional requests require supervisory approval.
	Incontinent Aids (per person)	\$45	
	Blanket/Plush Toy	per person	Blankets and plush toys are distributed when required.
	Prescriptions	approval req'd	CRC will facilitate access to health care items. Based on the needs assessment, CRC may pay for one refill of essential medications and replacements or repair of eyeglasses, dentures and hearing aids when no other financial support is available. Supervisory approval is required for this assistance.
Medical Aids	approval req'd		
Transportation	Local Transportation Taxi/bus fare/pass (per family)	\$75	CRC will be able to provide means of transportation <u>up to a maximum of \$75 per family</u> when regular means of transportation has changed. CRC supports people who cannot stay at their home and require transportation from their home to another location.
Other Service	Any additional services would be in accordance to Provincial/National DM direction as required.		



**Disaster Response Individual and Family Assistance Standards (For Response Levels 1-2)
For Northern and Remote Indigenous Communities (including major urban centres in Territories)**

Service	Service Option	Max. Amounts	Standards for Providing Assistance
Food	Groceries First person in household Each additional person	Daily Weekly \$31 \$125 \$17 \$50	CRC will be able to provide means for a family to acquire groceries or eat restaurant meals on a daily/weekly basis. Groceries are provided when the family has cooking facilities.
	Restaurant Meals Breakfast Lunch Dinner	\$66 \$14 \$14 \$38	CRC will be able to provide restaurant meals per day or by meal as determined by the needs assessment. These values include a tip of 15%. Food may be provided up to 3 days. Extension of this service requires supervisor approval.
	Infant Formula (per infant)	\$17	CRC will be able to provide means to acquire infant formula for each infant of a family.
Clothing	Non-Winter Clothing Adult Child (under 12 years)	\$192 \$160	CRC will be able to provide means to acquire one set of non-winter clothing or one set of winter clothing (including coat and boots) per adult and child of a family.
	Winter Clothing Adult Child (under 12 years)	\$320 \$272	CRC distributes only new clothing. CRC can refer beneficiaries to community resources for additional clothing.
	Laundry supplies (per household)	\$40	CRC will be able to provide means to either wash clothes. Laundry supplies include detergent, bleach and cleaning agents.
Lodging	Commercial Lodging Hotel/motel (per night)	\$225	CRC will be able to provide means for staying in a hotel/motel per night for a family of four. In hotels/motels, an additional room may be provided if a family cannot be accommodated in one room.
	Shelter/Friends and Family Towels and washcloth (per person)	\$28	Lodging may be provided for up to 3 days. Extension of this service requires supervisory approval. Personal insurance should be used as the primary form of support. CRC will be able to provide towels/washcloths for those staying in a shelter/friends & family.
Personal Services	Hygiene kit	per person	Personal hygiene kits are distributed whenever possible. If not available, provide the allocated dollars to purchase these items.
	Hygiene products Adult Child	\$17 \$8	CRC will be able to provide means to acquire a one-time purchase of hygiene products per adult and child.
	Baby Products (per each infant)	\$57	CRC will be able to provide means to acquire one-time purchase of baby products or incontinent aids. Additional requests require supervisory approval.
	Incontinent Aids (per person)	\$57	
	Blanket/Plush Toy	per person	Blankets and plush toys are distributed when required.
Transportation	Local Transportation Taxi/bus fare/pass (per family)	\$100	CRC will be able to provide means of transportation <u>up to a maximum of \$100 per family</u> when regular means of transportation has changed. CRC supports people who cannot stay at their home and require transportation from their home to another location.
Other Service	Any additional services would be in accordance to Provincial/National DM direction as required.		