

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

Corporation of the County of Elgin

("Elgin County")

### AND

Thames Valley District School Board

("TVDSB")

**WHEREAS** The *Fixing Long-Term Care Act, 2021* ("FLTCA") and Ontario Regulation 246/22, which replaced the *Long-Term Care Homes Act, 2007* and Ontario Regulation 79/10, require Long-term care homes in the Province of Ontario to have emergency plans in place that comply with regulatory requirements.

**AND WHEREAS** under the FLTCA, a Long-term care home emergency plan must include the identification of a safe evacuation location, the use of which the licensee has arranged in advance of an emergency.

**AND WHEREAS** the Ministry of Education requires schools to identify a safe evacuation location and provide confirmation that the licensee has permission to use such safe location in the event of a temporary emergency.

**AND WHEREAS** TVDSB agrees that Elgin County is permitted to use its school facility located at 32961 Final Line, St. Thomas, ON, N5P 3S5, Southwold Public School (hereinafter referred to as "Southwold PS") as a receiving area for the residents of Elgin Manor in the event of a temporary emergency evacuation (as context requires, the "Purpose").

**AND WHEREAS** Elgin County agrees that Southwold PS is permitted to use Elgin Manor as a receiving area for its staff, enrolled children and parent pick-ups, in the event of a temporary emergency evacuation (as context requires, also the "Purpose");

**AND WHEREAS** TVDSB and Elgin County (hereinafter collectively referred to as the "Parties") find it desirable that details associated with the general permission for use of each other's facilities for the Purpose be particularized;

**AND WHEREAS** the Parties agree that an emergency receiving area is beneficial for the community;

**NOW THEREFORE** the Parties hereby covenant and agree that the terms and conditions of this Memorandum of Understanding (hereinafter referred to as the "Agreement") shall govern the use of each other's facilities for the Purpose;

## **1. GENERAL TERMS AND CONDITIONS**

- 2. TERM OF AGREEMENT:** The term of this Agreement shall be from March 1, 2025, until the date it is terminated in accordance with this Agreement.
- 3. TERMINATION:** Either party may terminate this Agreement at any time and for any reason, without fault and without liability, upon four (4) weeks' notice in writing to the other party, except where one or more of the Township of Southwold, Elgin County, the Province of Ontario, or the Country of Canada is in a declared state of emergency related to health, in which case either party may terminate this Agreement at any time and for any reason, without fault and without liability, upon twelve (12) weeks' notice in writing to the other party. For clarity, the notice period shall commence upon the receipt of the notice, as defined below.
- 4. NOTICE:** Notices under this Agreement shall be in writing and delivered by personal service, by ordinary prepaid mail, or by e-mail. Notices shall be delivered to the address of the party as listed in this agreement or as updated in accordance with this agreement. Notices by personal delivery shall be deemed to have been received at the time of delivery. Notices by mail shall be deemed to have been received on the fourth business day after the date of mailing. Notices by e-mail shall be deemed to have been received on the business day after the date of sending.
- 5. CONFIDENTIALITY:** Neither party shall disclose at any time or in any form any of the information provided or any information obtained, conceived of, originated, discovered or developed in the course of the performance of the party's duties and obligations under this agreement ("Confidential Information") without prior written consent of the other party. Each party shall use Confidential Information only to fulfill its obligations under this Agreement and for no other purpose. Neither party will be in contravention of this provision if they disclose information as required by law, including any requirement under an information to access law or regulation.
- 6. INDEMNIFICATION:** Each party hereto (Indemnifier) shall indemnify and hold harmless the other party, its elected officials, directors, officers, employees and agents (collectively, Indemnitees) from all claims of every kind with respect to any injury (including death), loss or damage resulting from the performance or non-performance of this Agreement by the Indemnifier, its elected officials, directors, officers, employees, contractors and agents (collectively, "Indemnifier Group"), except to the extent the injury, loss or damage is caused or contributed to by an act or omission of the Indemnitees.
- 7. INSURANCE:** The Parties shall maintain in force for the duration of this Agreement a policy of comprehensive general liability insurance, in an amount

not less than \$2 million per occurrence, against claims which may arise out of personal injury and property damage and which are normally the subject of such coverage. The Parties shall provide satisfactory evidence of such coverage, upon written request.

## **8. ROLES AND RESPONSIBILITIES – ELGIN TEMPORARY EVACUATION**

- a. In the event that Elgin Manor must be evacuated, Southwold PS will be established as the receiving area for residents, staff, and volunteers.
- b. Utilizing Southwold PS will require that Elgin County Management and Staff have access to Southwold PS until such time as the long-term care home is sufficiently accessible to and safe for residents or until alternate locations for residents have been arranged.
- c. Although it is anticipated that the use of Southwold PS will be limited to a short number of hours, the Parties acknowledge that in certain circumstances, the access time required by Elgin County staff, residents and volunteers may be longer in the event of unforeseen circumstances. In such circumstances, Elgin County representatives shall communicate anticipated timelines to Southwold PS Principal and/or other designated contact for consideration and direction.
- d. It will be the responsibility of Elgin County to make all necessary arrangements for transportation of residents to the facility.

In the event of an emergency requiring the evacuation of residents, Elgin County shall have access to Southwold PS entrances, hallways, kitchen and program rooms.

In the event of an emergency requiring the evacuation of residents, Elgin County shall:

- a) Notify Southwold PS by its Principal or other designated contact of the temporary emergency evacuation and of Elgin County's need to access and use the School Facility. Notification under this provision may be completed by telephone call, provided that the Principal can be reached, or as provided for in the Notices section of this Agreement;
- b) Arrange for and provide transportation of residents and staff from Elgin Manor to the Southwold PS;
- c) Provide routine care and services to Elgin Manor residents at the receiving area;
- d) Contact all family members, third-parties or other required persons that are entitled to notification related to any particular resident;
- e) Set up of amenities in the receiving area;
- f) Coordinate residents, staff, volunteers and visitors in the receiving area;

- g) Cover the cost of supplies (including food and drink), or provide the same, as applicable;
- h) Provide necessary equipment, including equipment pertaining to routine resident care, not otherwise provided for in this agreement;
- i) Reimburse Southwold PS the cost incurred by Southwold PS as a direct result of use of the Southwold PS by Elgin County;

In the event of an emergency requiring the evacuation of residents, Southwold PS shall:

- a) Promptly provide Elgin County access and orientation to the Southwold PS in the event of a relocation, including, if necessary, by reasonably relocating any programs, if necessary to do so in the sole and subjective discretion of TVDSB, to provide the space required. Elgin County acknowledges that the School Facility may be operational at the time of an evacuation and that the ability of Southwold PS to provide space may be reasonably limited, accounting for the operations of Southwold PS;
- b) Provide access to and reasonably identify the location and orientation of all equipment and/or amenities that are required by Elgin County for the purpose of the receiving area, including, for example, the kitchen area, coolers and freezers, garbage and other refuse supplies

Ensure that access by Elgin County to Southwold PS continues for the duration of the relocation, as may be agreed to by the Parties;

- c) Provide access to either an on-site School Facility staff member or on-call staff member to Elgin County to answer questions or reasonably assist Elgin County in providing receiving area services;
- d) Provide access to either an on-site School Facility staff member or on-call staff member to direct or authorize the removal or movement of equipment/furniture necessary to accommodate residents/staff/volunteers;
- e) Provide access to, where available and applicable:
  - a. on-site kitchen equipment contained in an accessible kitchen;
  - b. dumpsters; and
  - c. tables and chairs.

## **9. ROLES AND RESPONSIBILITIES – Southwold PS TEMPORARY EVACUATION**

- a) In the event that Southwold PS must be evacuated, Elgin Manor will be established as the receiving area for students, staff, and volunteers.
- b) In the event of evacuation, Southwold PS staff, students and volunteers shall have access to the facility as needed until such time as the School Facility is sufficiently accessible to and safe for students or until all students have been picked up by parents, guardians and/or caregivers or other arrangements have been made.

- c) Although it is anticipated that the use of the Elgin Manor will be limited to a short number of hours, the Parties acknowledge that in certain circumstances, the access time required by Southwold PS staff, students and volunteers may be longer in the event of unforeseen circumstances. In such circumstances, TVDSB representatives shall communicate anticipated timelines to Elgin Manor representatives and/or other designated contacts for consideration and direction.

In the event of an emergency requiring the evacuation of children and staff, Southwold PS shall:

- a) Notify Elgin County by the contacts noted in this MOU of the temporary emergency evacuation and of Southwold PS's need to access and use Elgin Manor. Notification under this provision may be completed by telephone call, provided that the contact can be reached, or as provided for in the Notices section of this Agreement;
- b) Arrange for and provide transportation of children and staff from Southwold PS to Elgin Manor;
- c) Provide routine supervision/care and services to Southwold PS students at the receiving area;
- d) Contact all family members, third-parties or other required persons that are entitled to notification related to any particular child;
- e) Set up of amenities in the receiving area;
- f) Coordinate students, staff, volunteers and visitors in the receiving area;
- g) Cover the cost of supplies (including food and drink), or provide the same, as applicable;
- h) Provide necessary equipment, including equipment pertaining to routine child care, not otherwise provided for in this agreement;
- i) Reimburse Elgin County the cost incurred by Elgin County as a direct result of use of the Elgin Manor by Southwold PS, if any;
- j) Indemnify Elgin County for any damage to property or persons arising out of its use of the Elgin Manor as a receiving area, unless such damage arises in whole or in part from the negligence of Elgin County or any of its agents, employees, or representatives.

In the event of an emergency requiring the evacuation of children and staff, Elgin County shall:

- a) Promptly provide Southwold PS access and orientation to the Elgin Manor in the event of a relocation, including, if necessary, by reasonably relocating any programs, if necessary to do so, in the sole and subjective discretion of Elgin Manor, to provide the space required. Southwold PS acknowledges that Elgin Manor will be operational at the time of an evacuation and that the ability of Elgin

County to provide space may be reasonably limited, accounting for the operations of Elgin Manor;

- b) Provide access to and reasonably identify the location and orientation of all equipment and/or amenities that are required by Southwold PS for the purpose of the receiving area, including, for example, the kitchen area, coolers and freezers, garbage and other refuse supplies
- c) Ensure that access by Southwold PS to Elgin Manor continues for the duration of the relocation, as may be agreed to by the Parties;
- d) Provide access to either an on-site Elgin County staff member or on-call staff member to Southwold PS to answer questions or reasonably assist Southwold PS in providing receiving area services;
- e) Provide access to either an on-site Elgin County staff member or on-call staff member to direct or authorize the removal or movement of equipment/furniture necessary to accommodate residents/staff/volunteers;
- f) Provide access to, where available and applicable:
  - a. on-site kitchen equipment contained in an accessible kitchen;
  - b. dumpsters; and
  - c. tables and chairs.

## **CONTACT INFORMATION**

Name: Elgin County  
Address: 450 Sunset Drive, St. Thomas, ON N5R 5X7  
Contact Person: Michele Harris mharris@elgin.ca  
Emergency Phone: 519-857-4848  
Alternate Contact:  
Elgin Manor: Terri Benwell 226-376-4586

Name: Southwold PS  
Address: 39261 Fingal Line, St. Thomas, ON N5P 3S5  
Contact Person: Principal Mark Waters  
Emergency Phone: 519-631-5997 x 46161  
Alternate Contact:

Each party agrees to promptly notify the other in writing of any change of address.

Dated at St. Thomas, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2025.

Corporation of the County of Elgin

Per: \_\_\_\_\_  
Michele Harris  
Director, Homes and Seniors Services

I have authority to bind the Corporation.

**[SOUTHWOLD PS SIGNATURE BLOCK ON NEXT PAGE]**

Dated at \_\_\_\_\_, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2025.

Thames Valley District School Board

Per: \_\_\_\_\_

Name: Cathy Lynd

Position: Superintendent of Business

I have authority to bind the Board.