

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 5307-21**

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN CLERK TO SIGN ANY AND ALL NECESSARY DOCUMENTS PERTAINING TO AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND THE REGIONAL MUNICIPALITY OF NIAGARA (COVID-19 MASS IMMUNIZATION CLINIC FRAMEWORK AGREEMENT)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Lord Mayor and Town Clerk be authorized to execute any and all necessary documents pertaining to a service agreement between The Corporation of The Town of Niagara-on-the-Lake and The Regional Municipality of Niagara, for COVID-19 mass immunization clinic sites; and

3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 22ND DAY OF MARCH 2021

LORD MAYOR BETTY DISERO

TOWN CLERK PETER TODD

FRAMEWORK AGREEMENT

THIS AGREEMENT made on the 22nd day of March, 2021 (the “Agreement”).

BETWEEN:

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(the “Town”)

and

THE REGIONAL MUNICIPALITY OF NIAGARA
(“Niagara Region”)

WHEREAS:

1. The current COVID-19 pandemic has caused serious health and economic issues in the community and the Town and Niagara Region (each a “Party” and together the “Parties”) wish to work together to achieve the mutual goal of ensuring the safety and recovery of the community by implementing a COVID-19 immunization clinic as contemplated by the Province’s Vaccine Distribution Plan.
2. Niagara Region Public Health has extensive experience and expertise with immunization clinics and seeks to deliver on its accountabilities and mandate to the provincial government in implementing a COVID-19 immunization program in the Region of Niagara.
3. The Town has the physical infrastructure and facilities necessary for hosting an immunization clinic.
4. The work being undertaken by the Parties to facilitate the rapid mobilization of resources is of the utmost importance as the Parties have a significant vested interest in ensuring the success of the immunization clinic.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE 1 – OVERARCHING PRINCIPLES

1.01 Cooperation and Collaboration

- a) The Parties agree to cooperate in good faith in all matters necessary to enable the Parties to meet the goals and objectives of this Agreement. Without limiting the generality of the foregoing, and in furtherance of the Parties common desire to aid the community through immunization in order to stop the spread of COVID-19, the Parties agree that they shall:
 - i. be flexible in their approach to this Agreement given the uncertainty around vaccine supply and, as a result, the level of unknown as it relates to the scale and operational period of the immunization clinic;
 - ii. act in a cooperative and collaborative manner in carrying out their respective roles in order to ensure the effective and efficient delivery of the immunization clinic;
 - iii. cooperate with respect to pursuing any government funding opportunities that may be available to offset the costs incurred by the Parties in connection with the immunization clinic; and
 - iv. do or cause to be done all such further acts and things as may be reasonably necessary to ensure the effective and efficient delivery of the immunization clinic.

ARTICLE 2 - IMMUNIZATION CLINIC PREMISES

2.01 Grant

- a) The Parties have identified the facility described in Schedule “A” as the site for the immunization clinic (the “**Property**”). The Town is the registered owner of the Property and, subject to Section 2.01(0), grants to Niagara Region, together with its employees, servants, agents, volunteers, contractors and invitees (collectively, its “**Authorized Users**”), a right of entry in the nature of an exclusive licence to enter onto those areas of the Property shown in Schedule “A” (the “**Clinic Space**”) with all necessary equipment and material, for the purpose of operating a clinic for administering COVID-19 vaccinations in accordance with the terms and conditions contained herein.

Niagara Region shall only have access to the Clinic Space on those days as may be reasonably required by Niagara Region from time to time for the purpose of operating a COVID-19 vaccine clinic and purposes incidental thereto (e.g. set-up of Clinic Space). The Town acknowledges the priority of implementing mass immunization across the region and the need for flexibility, including the ability of Niagara Region to rapidly scale up and scale down the clinic based on vaccine supply, and accordingly agrees to provide Niagara Region with access to the Clinic Space upon request, provided that Niagara Region shall make best efforts to provide the Town with no less than seventy-two (72) hours’ notice in advance of requiring the use of the Clinic Space. The Town acknowledges and agrees that at all times when the Clinic Space is operational the Town shall not use any other space inside the Property for public programming, where such programming would, in the reasonable assessment of Niagara Region Public Health, interfere with the operation of the immunization clinic. The Town agrees to keep Niagara Region informed of any planned programming uses of the Property which are contemporaneous to the use of the Clinic Space by Niagara Region.

- b) The Town further grants to Niagara Region and its Authorized Users a right of access in and through and use of the common and public areas and facilities of the Property for the purposes of providing all necessary ingress and egress to the Clinic Space and for such other purposes incidental to the provision of a COVID-19 vaccination clinic.
- c) Nothing in this Agreement shall be construed as giving Niagara Region any easement, title, right or interest in the Clinic Space.

2.02 Permitted Use and Operating Hours

- a) Niagara Region acknowledges and agrees that it may only use the Clinic Space for the sole purpose of operating a clinic for administration of vaccination against COVID-19 and associated services, subject to the terms and provisions hereof and otherwise in accordance with all applicable laws.
- b) Subject to Section 2.01(b), Niagara Region will be permitted to access and operate from the Clinic Space seven (7) days per week between the hours of 6:00am and 11:00pm. It is Niagara Region’s intent to hold clinics on multiple days per week and at a range of hours in order to maximize vaccine distribution. The Town shall grant any reasonable request of Niagara Region for an extension in operating hours if such request is reasonably necessary in order to meet provincial direction and vaccine supply.
- c) Save and except as set out in Schedule “D”, Niagara Region is not permitted to erect any structures or construct any improvements at the Property or alter the Property in any manner.

ARTICLE 3 - TERM AND TERMINATION

3.01 Term

- a) The Term shall commence on the date first written above and continue until September 30, 2021 (the “**Initial Term**”), unless terminated sooner in accordance with the provisions hereof. Niagara Region shall, by providing notice to the Town, have the option to extend this Agreement on the same terms and conditions for successive one (1) month periods until December 31, 2021 (in each case an “**Extension Term**” and together with the Initial Term, the “**Term**”), if such extension is reasonably necessary to accommodate the scheduling of vaccination clinics according to the availability of vaccine.

3.02 Termination

- a) Niagara Region shall have the right to terminate this Agreement on notice to The Town where, having regard to vaccine supply or the Provincial Vaccine Distribution Plan, Niagara Region considers that the Clinic Space is no longer required.
- b) The Parties may jointly agree in writing to terminate this Agreement on such terms as the Parties consider appropriate in the circumstances and agree to maintain regular communication as to the needs of both Parties respecting use of the Property.
- c) At the expiration or earlier termination of this Agreement, Niagara Region shall peaceably surrender and give up to the Town vacant possession of the Clinic Space.

ARTICLE 4 - LICENSE FEE

4.01 License Fee

- a) There shall be no license fee payable by Niagara Region.

ARTICLE 5 – ROLES AND RESPONSIBILITIES

5.01 Niagara Region

Niagara shall perform and be responsible for the following:

- a) *Management of Clinic Space.* Niagara Region shall responsibly and prudently manage and administer all aspects of its operations in the Clinic Space and shall provide competent personnel therefor. Except where expressly provided in Section **Error! Reference source not found.**, below, Niagara Region shall be responsible for supplying safety training, material and equipment for all of its employees, agents, contractors and customers using or working at the Clinic Space. Niagara Region shall ensure that any persons working at the Clinic Space on its behalf shall have the appropriate knowledge, experience and ability to perform the activities so assigned and shall ensure that they are made aware of any risks associated with the performance of such tasks.
- b) *Active Screening.* Niagara shall be solely responsible for instituting all COVID-19 screening required by provincial or local public health authorities relating to its operations occurring at the Clinic Space.
- c) *Keep Clean and Tidy.* Niagara Region shall keep the Clinic Space in a clean and tidy condition at all times and will not permit litter, garbage, paper, waste or objectionable materials to accumulate in such space or elsewhere at the Property and will be responsible for collecting and depositing all waste (except for medical waste) generated by its use into waste containers provided by the Town at the Property at the end of each day of use during the Term.

- d) *Storage and Disposal.* Niagara Region is not permitted to use the Clinic Space for the purpose of storage or permit storage of any item, thing or material at the Clinic Space under this Agreement, save and except such items as may be necessary for day to day operation of its vaccination clinic. Notwithstanding the foregoing, Niagara Region agrees that its vaccines shall not be stored overnight in the Clinic Space and that it shall be responsible for disposal of all medical waste generated by its operations and that such waste shall be clearly marked and removed from the Property regularly.
- e) *Security.* Save and except where the Town has agreed to provide staffing resources in accordance with Section 5.02e), below, Niagara Region shall be responsible for providing security, including any necessary security personnel, for its operations at the Clinic Space during operating hours.
- f) *Signage.* Niagara Region shall be permitted and solely responsible for installation and provision of any signage, floor markings or other notices or displays on the Property that it deems necessary for its operations within the Clinic Space, provided such installations do not require affixation to the walls or floors of the Property by use of screws, nails or other such attachments (the “**Vaccine Clinic Signage**”). In the case of external signage used for routing and advertising the clinic Niagara Region acknowledges and agrees that the Town may, at its discretion, arrange for the removal of such signage during those periods of time that the clinic is not operational; however, if the Town removes any external signage when the clinic is not operational it will ensure that all such signage is returned to the place from which it was removed at least 30 minutes before the opening of the next scheduled vaccination clinic. Niagara Region shall remove all Vaccine Clinic Signage at the end of the Term and, upon removal of the signs, Niagara Region shall be responsible for any reinstatement required to restore the Property to its former condition. The Town acknowledges and agrees that it shall temporarily remove any internal or external signage currently in place at the Property if reasonably required by Niagara Region where such signage hinders or is contradictory to the Vaccine Clinic Signage.
- g) *Contact Person.* Niagara Region will assign a representative (the “**Niagara Region Representative**”) who shall have overall responsibility for coordinating the performance of Niagara Region’s obligations under this Agreement. The Niagara Region Representative will be the primary point of contact for the Town with respect to any issues that may arise during the Term and will maintain ongoing contact with the Town Representative (defined below) to ensure that issues are dealt with in an efficient, effective and timely manner.

5.02 The Town

The Town shall perform and be responsible for the following at no cost to Niagara Region, unless otherwise expressly stated in the schedules attached hereto:

- a) *Management of the Property.* The common areas and facilities of the Property shall at all times be subject to the control and management of the Town, including but not limited to overall security of the Property in the normal course. The Town will ensure that the temperature and humidity inside the Property are set appropriately and otherwise monitored to ensure suitable climate control of Property.
- b) *Provision of Furniture and Equipment.* The Town agrees to provide such tables, chairs and other equipment as indicated to be provided by the Town in Schedule “B”. The Town further agrees to assist Niagara Region in completing the set-up of the vaccine clinic in the Clinic Space by arranging the tables, chairs, partitions etc. in accordance with the clinic design ‘site plan’ to be provided by Niagara Region (the “**Clinic Design**”). Further, the Town shall, at its sole discretion, be permitted to install a floor covering in the Clinic Space provided that the floor covering is reasonably necessary to protect the floors (e.g., gymnasium floor), seams are taped and no trip

hazards are created. Notwithstanding anything contained herein to the contrary, in the event that the Town, for operational reasons, requires the use of the tables, chairs or other equipment set out Schedule “B” on days when the clinic is not operational it shall be permitted to remove such equipment from the Clinic Space provided that the Town shall ensure that the vaccine clinic is set up in a manner consistent with the Clinic Design before the opening of the clinic on each day that the clinic is operational.

- c) *Technology.* The Town shall ensure that the Clinic Space meets the IT site requirements set out in Schedule “E”.
- d) *Cleaning.* The Town agrees to provide regular cleaning of all points of entry, hallways, bathrooms and all other common use areas at the Property in accordance with all recommended COVID-19 best practices (e.g., enhanced cleaning for high-touch surfaces) together with disposal of non-medical waste.
- e) *Staffing.* The Town shall provide the staffing resources indicated in Schedule “C” for the purposes of supporting the vaccine clinic and such other staffing as is necessary to ensure that it is able to carry out its responsibilities under this Agreement. The Town shall ensure that any persons working at the Clinic Space on its behalf, if and as applicable, shall have the appropriate knowledge, experience and ability to perform the activities so assigned and shall ensure that they are made aware of any risks associated with the performance of such tasks.
- f) *Parking.* The Town shall provide access to no less than 200 parking spaces at the Property to support the vaccine clinic and shall keep the parking area and adjacent walkways well lit and clear of snow and ice.
- g) *Maintenance and Repair.* The Town shall maintain the Property, including all exterior driveway and parking areas and common areas and facilities, and keep the Property in good repair, but will not be responsible for any maintenance and repairs beyond what the Town deems necessary for operation of the Property in its sole discretion. The Town shall notify Niagara Region as soon as reasonably possible in the event an incident, accident or event occurs at the Property that would have an impact on Niagara Region’s use of the Clinic Space.
- h) *Utilities.* The Town will provide utility connections and utility service and, if available, access to back-up (generator power), at no charge to Niagara Region. In the event of a power outage affecting the operations of the vaccination clinic the Town and the Town does not have emergency generator power at the Property, Niagara Region shall be permitted to provide and hook-up generator power to support the continued operations of the Clinic Space.
- i) *Contact Person.* The Town will assign a representative (the “**The Town Representative**”) who shall have overall responsibility for coordinating the performance of the Town’s obligations under this Agreement. The Town Representative will be the primary point of contact for Niagara Region for any issues that may arise during the Term and will maintain ongoing contact with the Niagara Region Representative to ensure that issues are dealt with in an efficient, effective and timely manner.

ARTICLE 6 - DAMAGE AND DESTRUCTION

6.01 Loss or Damage

- a) Niagara Region shall give immediate notice to the Town of any accident, defect or damage in any part of the Property which comes to the attention of Niagara Region or any of its employees or contractors.
- b) Niagara Region shall promptly repair any damage, excepting normal wear and tear, arising from its use and occupation of the Clinic Space.

ARTICLE 7 - INSURANCE AND INDEMNITY

7.01 Insurance

- a) During the term of this Agreement each Party shall maintain in full force and effect general liability insurance for a minimum of \$5 million for any one occurrence. Such insurance shall name the other Party as additional insured but only with respect to this Agreement. The general liability insurance shall include at least the following: products and completed operations; personal injury; cross liability; contractual liability and provide thirty (30) days' prior written notice of cancellation, or non-renewal of the policy. Each Party shall provide the other with evidence of insurance upon request.

7.02 Mutual Indemnity

- a) Each of the Parties will indemnify and save harmless the other Party, its elected and appointed officials, officers, employees, contractors, volunteers and agents from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property occasioned or caused wholly or in part by any negligent act or omission of that Party or anyone for whom it is in law responsible.

ARTICLE 8 - CONFIDENTIALITY AND MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

8.01 Confidentiality

- a) The Parties, their respective officers, employees, agents, volunteers, and contractors will hold confidential and will not disclose or release to any person other than the other Party, or its delegate, at any time during or following the Term of this Agreement, except where required by law, any information or document that identifies any individual without obtaining the prior written consent of the individual.

8.02 MFIPPA

- a) The Parties acknowledge that any information collected by them or exchanged with each other and/or the Province pursuant to this Agreement subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

ARTICLE 9 – GENERAL

9.01 Survival of Obligations

The rights and obligations of the Parties specified in any provision of this Agreement which by their nature would reasonably be interpreted as intended by the Parties to survive the termination of this Agreement shall survive such termination.

9.02 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

9.03 Independence of Parties

Nothing in this Agreement shall be deemed to create any partnership, agency or joint venture relationship between the Parties hereto.

9.04 **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties relating to the matters as contemplated herein; there are no representations, covenants, or other terms other than those set out in this Agreement relating to its subject matter, and this Agreement supersedes any previous discussions, understandings, or agreements, between the Parties relating to its subject matter.

9.05 **Amendment**

This Agreement may only be amended by a written document signed by each of the Parties.

9.06 **Binding Effect**

This Agreement enures to the benefit of and binds the Parties and their respective heirs, trustees, executors, administrators, and other legally appointed representatives, successors, and permitted assigns.

9.07 **Assignment and Sublicensing**

Niagara Region shall not assign, sublicense or part with the possession of the Clinic Space or any part thereof without the prior written consent of the Town.

9.08 **Notice**

Any notice, request, demand, consent, advice, approval or other communication provided for or permitted under this Agreement shall be in writing and may be given by personal delivery or electronic mail, addressed to the Party for which it is intended at its address as follows:

Niagara:

The Regional Municipality of Niagara
1815 Sir Isaac Brock Way, PO Box 1042
Thorold, Ontario
L2V 4T7

Attention: **Dr. Mustafa Hirji, Medical Officer of Health**
Email: Mustafa.hirji@niagararegion.ca

Town:

The Corporation of The Town of Niagara-on-the-Lake
1593 Four Mile Creek Road, P.O. Box 100
Virgil, Ontario
L0S 1T0

Attention: **Peter Todd, Town Clerk**
Email: peter.todd@notl.com

provided, however, that any Party may change its address for purposes of receipt of any such communication to another address in Canada by giving 10 (ten) days' prior written notice of such change to the other Party in the manner above prescribed. Any notice delivered as aforesaid shall be deemed to have been received on the day of delivery if received on or before 5:00 p.m. on any Business Day, or if not, on the next Business Day following the day of delivery.

9.09 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9.10 **Counterparts**

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be executed either in original, faxed or emailed (pdf) form and

the Parties adopt any signatures received by email or a receiving fax machine as original signatures of the Parties.

9.11 Time is of the Essence

Time is of the essence of this Agreement and of every part of this Agreement. No extension of time or other variation of this Agreement will operate as a waiver of this provision.

9.12 Effect of Waiver or Forbearance

No waiver by any Party of any breach by the other Party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any Party to seek a remedy for any breach by the other Party be a waiver by the Party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.

[signature page follows]

IN WITNESS WHEREOF the said parties hereto have duly executed this agreement as of the date first written above.

**THE REGIONAL MUNICIPALITY OF
NIAGARA**

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have the authority to bind the
Corporation

**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE**

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have the authority to bind the Corporation

Schedule "A"

Property:

Niagara-on-the-Lake Community Centre
14 Anderson Lane
Niagara-on-the-Lake, ON
L0S 1J0

Clinic Space:

Being that portion of the Property shown outlined in red, below.



**Schedule “B”
Furniture and Equipment**

The Town shall provide the following furniture and equipment for use in the Clinic Space at all times during the Term:

- 150 plastic, wipeable chairs which are Infection Prevention and Control (IPAC) compliant
- 40 tables, rectangular in shape between 6 and 8 feet long which are IPAC Compliant

**Schedule “C”
Staffing**

The Town shall provide the following staff resources:

- Two municipal staff on site for the duration of each clinic to work in conjunction with the clinic team.
- IT staff to be on site at all times while the clinic is in operation to work with and support Niagara Region’s operational team.

**Schedule "D"
Site Alterations**

None.

**Schedule “E”
IT Requirements**

The Town shall ensure that the Property and/or Clinic Space, as applicable, has access to the following:

- Power outlets capable of providing power for 3 registration desks in the area identified as registration, vaccination, recovery and pharmacy on the schematic attached at Schedule “A” (Niagara Region to provide extension cords, power bars and tape to affix cables to floor)
- Power outlets for up to 10 injection station/post recovery desks in the area identified as registration, vaccination, recovery and pharmacy on the schematic attached at Schedule “A” (Niagara Region to provide extension cords, power bars and tape to affix cables to floor)
- Power outlets capable of providing power for 3 check-out stations in the after vaccination checkout area (Niagara Region to provide extension cords, power bars and tape to affix cables to floor)
- Wireless internet connectivity in the areas used for registration and vaccination delivery with 75mbps of download speed and 30mbps of upload speed
- A wireless SSID named “PHClinic” with a password to be provided by Niagara Region IT staff
- One additional table for a work area located in the break room with power and power bars for charging and storage of spare devices