

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 13-1100

Being a by-law to authorize the execution of a Letter of Understanding with the City of North Bay for North Bay to act as a host community for emergency evacuation purposes.

WHEREAS under Section 10(2) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality may pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS under Section 13(3) of the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9, as amended, the council of a municipality may make an agreement with the council of any other municipality or with any person for the provision of any personnel, service, equipment or material during an emergency;

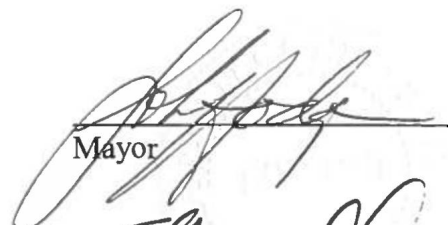
AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it desirable to enter into an agreement with the City of North Bay, for the City of North Bay to act as a host community for evacuees from the Municipality of Temagami in the event of a declared state of emergency;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Chief Administrative Officer / CEMC is hereby authorized and directed to execute the Letter of Understanding attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
3. That this bylaw shall come into force and take effect upon the final passing thereof.

BE TAKEN AS READ A FIRST time on this 10th day of January 2013;

READ A SECOND AND THIRD time and finally passed this 10th day of January 2013.


Mayor

Clerk

LETTER OF UNDERSTANDING

Between

The Corporation of the Municipality of Temagami
(Hereinafter referred to as the Evacuating Community)

and

The Corporation of the City of North Bay
(Hereinafter referred to as the Host Community)

COPY of
letter of und-
original sent
to North Bay
for Signature.

The Evacuating Community agrees to compensate the Host Community for all reasonable costs incurred in the event the Evacuating Community declares an emergency; orders an evacuation; and, requires emergency shelter for its inhabitants in the Host Community.

The costs incurred by the Host Community may include, but are not restricted to:

- Building set-up;
- Staff time and overtime;
- Food and beverages;
- Clothing;
- Cots, blankets, pillows, and sleeping bags;
- Personal care items;
- Telephone and other communication costs, and
- Other items and services as required.

Any costs incurred by any other party not a party to this agreement are the responsibility of the Evacuating Community.

The Evacuating Community hereby releases, waives and forever discharges the Host Community and all its agents, officials, servants, volunteers, contractors, representatives, elected and appointed officials, and its successors and assigns from all claims, demands, damages, costs, expenses, actions and causes of action arising out of this agreement.

Unless otherwise agreed upon between the parties, the Host Community agrees to present an itemized account to the Evacuating Community no later than 30 days after the last date of the services provided, and the Evacuating Community agrees to pay the full amount within 30 days of the receipt of the account.

This agreement shall be renewed every five years, unless terminated by either party on 30 days written notice.

The CEMC or Designate of the Evacuating Community will telephone (705) 474-1221, identify themselves, state the nature of the emergency, approximate number of evacuees, and give a contact name and number. This information will be forwarded to the "On Call" Senior Fire Officer who will make arrangements to open and staff the shelter(s) in accordance with the Emergency Plan.

Dated:, 20_____ For Evacuating Community_____
Patrick Cormier, Chief Administrative Officer / CEMC

Dated:, 20_____ For Host Community_____
Jerry D. Knox, Chief Administration Officer

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(Hereinafter referred to as the Evacuating Community)

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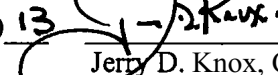
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Dated: January 11, 2013  For Evacuating Community
Patrick Cormier, Chief Administrative Officer / CEMC

Dated: Feb. 7, 2013  For Host Community
Jerry D. Knox, Chief Administration Officer