

# **THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 13-1116**

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**Being a by-law to authorize the Chief Administrative Officer to execute a Letter of Understanding with the Temagami Medical Centre and Family Health Team (TMCFT) for the operation of a fitness centre out of the TMCFT building.**

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**WHEREAS** under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

**AND WHEREAS** the Council of the Municipality of Temagami deems it desirable to formalize the partnership arrangement between the Municipality of Temagami and the Temagami Medical Centre and Family Health Team (TMCFT) for the purpose of operating a Fitness Centre in the TMCFT building through a Letter of Understanding;

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

1. That the Chief Administrative Officer is hereby authorized and directed to execute the Letter of Understanding attached hereto as Schedule "A" and forming part of this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. 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.

TAKEN AS READ A FIRST time on this 14<sup>th</sup> day of March 2013;

READ A SECOND AND THIRD time and finally passed this 14<sup>th</sup> day of March 2013.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

# LETTER OF UNDERSTANDING

## BETWEEN

### TEMAGAMI MEDICAL CENTRE and FAMILY HEALTH TEAM (TMCFT)

17 O'Connor Drive, P.O. Box 98  
Temagami, ON POH 2H0  
Telephone: (705) 569-3244  
Fax: (705)569-2610

And

### THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

P.O. Box 220  
Temagami, ON POH 2H0  
Telephone: (705) 569-3421  
Fax: (705)569-2834

## RECITALS:

Whereas the Corporation of the Municipality of Temagami and the TMCFT have entered into an agreement effective January 1, 2013 wherein the Corporation of the Municipality of Temagami will operate a fitness centre out of the TMCFT building at 17 O'Connor Drive on the terms set forth in this agreement:

## UNDERSTANDING:

- 1 The parties hereto agree that The Corporation of the Municipality of Temagami will operate a fitness centre out of the TMCFT building until such time as the Municipality is able to secure a location elsewhere in the community.
- 2 There is no fee to the Corporation of the Municipality of Temagami for use of the space at the medical centre. A dedicated room will be made available 24/7, via programmed token, to individuals who have signed a waiver of liability and have paid for a membership to use the fitness centre.
- 3 The TMCFT will be responsible for the required membership documentation, collection of fees, and programming of keyfob tokens. However, the Corporation of the Municipality of Temagami will be responsible for the financial management of the fitness centre.
- 4 The Corporation of the Municipality of Temagami will be responsible for any additional expenses that may arise including, but not limited to, such things as installation of additional video surveillance equipment, cleaning services and supplies, electricity and natural gas, and Caviwipes (used to wipe down the equipment after use).
- 5 All fitness membership and related records will be provided by and are the sole property of the Corporation of the Municipality of Temagami.


- 6 Fees for membership to the fitness centre will be determined strictly by the Corporation of the Municipality of Temagami.
- 7 The TMCFHT will not be responsible for unpaid membership dues, fees or other financial liabilities.
- 8 The TMCFHT will invoice the Corporation of the Municipality of Temagami monthly for reimbursement of any expenses pertaining to the fitness centre.
- 9 The parties hereto agree that the term of this agreement is effective for a period of one year with the option to renew. If the parties agree, the terms will be renewed every one year anniversary thereafter.
- 10 Either party may terminate this agreement with 60 days notice.
- 11 The Corporation of the Municipality of Temagami agrees to carry general liability insurance coverage including claims that may arise out of misconduct or negligence by the Corporation of the Municipality of Temagami.
- 12 The Corporation of the Municipality of Temagami agrees to name the TMCFHT on its insurance policy and the TMCFHT agrees to name the Corporation of the Municipality of Temagami on its insurance policy specific to the partnership around the fitness centre.
- 13 The TMCFHT is not responsible for the activities and decisions made by the Corporation of the Municipality of Temagami excluding claims that may arise out of misconduct or negligence by the TMCFHT.
- 14 The TMCFHT, through its Board of Directors, executes this letter of understanding and agrees to perform the obligations herewith.

IN WITNESS WHEREOF the parties have executed this agreement as of the 11 day of March, 2013.

**TEMAGAMI MEDICAL CENTRE AND FAMILY HEALTH TEAM**

BY:   
Authorized Signing Officer

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

BY:   
Authorized Signing Officer