

**THIS AGREEMENT MADE THIS**

**B E T W E E N:**

**THE CORPORATION OF  
THE CITY OF TEMISKAMING SHORES**

(“Temiskaming Shores”)

- and -

**THE CORPORATION OF  
THE MUNICIPALITY OF TEMAGAMI**

(“Temagami”)

**WHEREAS**, the Temagami is under threat of interface forest fires as of the date of this agreement;

**AND WHEREAS**, Temagami declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 (the “*Act*”) on May 20, 2012;

**AND WHEREAS**, the evacuation of some or all of the residents of Temagami may become necessary in the immediate future on very short notice;

**AND WHEREAS**, Temiskaming Shores is the nearest community to Temagami with the capacity to assist in the reception of potential evacuees;

**AND WHEREAS**, section 13 of the *Act* makes provision for the council of a municipality to enter into an agreement with the council of any other municipality or with any person for the provision of any personnel, service, equipment, or materials during an emergency;

**AND WHEREAS**, both Temiskaming Shores and Temagami recognize that the health, safety and welfare of people are the first priority in the event of an emergency;

**AND WHEREAS**, Temiskaming Shores has been asked to assist Temagami with the potential reception and care of evacuees including the provision of emergency clothing, feeding, lodging, registration and inquiry, and personal services, to the extent it is able to do so;

**NOW THEREFORE**, the parties hereby agree to the following:

**A. OPERATION OF THIS AGREEMENT**

1. This agreement shall have no force or effect unless and until a large-scale evacuation of the Municipality of Temagami becomes necessary due to the threat of interface forest fires.

**B. PROVISION OF EMERGENCY ASSISTANCE**

2. If and when an evacuation of the residents of some or all of the Municipality of Temagami becomes necessary, Temiskaming Shores hereby agrees to render assistance to Temagami as follows:
  - a. to make available the use of Temiskaming Shores facilities (e.g., arenas, halls) and/or equipment to house or otherwise process, register and assist evacuees;
  - b. to assist in the provision of emergency services (e.g., food, clothing, personal services) to evacuees as may be required and cannot be immediately provided by Temagami;
  - c. to provide personnel as are necessary to maintain and operate facilities and/or equipment;
  - d. to provide personnel as are necessary to assist in the provision of emergency services to evacuees; and
  - e. such other assistance as the parties may agree upon.

**C. USE OF FACILITIES & EQUIPMENT**

3. In the event of evacuation, Temiskaming Shores agrees to make available to Temagami as many of its municipal facilities as is practicable to house and/or provide services to evacuees.
4. Temiskaming Shores and Temagami will give due consideration to the requirements of any facility as are required to ensure safe accommodation.
5. Notwithstanding the above paragraphs, final authority for the use and control of the facility shall rest with Temiskaming Shores.

**D. STAFFING**

6. While any municipal facility is in use under the terms of the agreement:
  - a. Temiskaming Shores shall have one or more members of its staff on the facility or facilities premises at all times to assist with the operation and maintenance of the facility; and

- b. Temagami shall have one or more members of its staff on the facility or facilities' premises at all times to assist with the operation and maintenance of the activities for the evacuees and volunteers.

**E. DILIGENCE AND CARE**

- 7. Temagami and other parties having authority to use a Temiskaming Shores facility or facilities shall exercise due diligence and care and shall not interfere with any of the facility activities unless deemed necessary as part of the response to the emergency.
- 8. Prior to the use of any facility, a duly authorized representative of Temiskaming Shores and a duly authorized representative of Temagami shall jointly inspect the facility or equipment to be used. A memorandum will then be signed by both parties outlining any pre-use damage or deficiencies.
- 9. Upon termination of use by Temagami, both parties shall again inspect the facility and make note of any damage, deficiencies or other such factors resulting from the County's use of said facility.

**F. INDEMNITY**

- 10. Temagami hereby agrees to save harmless and indemnify Temiskaming Shores, its officers, agents, contractors and employees from and against all claims, demands or causes of action whether at law or in equity, in respect of its use of its facilities or the provision of emergency services, and from and against all damages, losses, costs, charges and expenses which Temiskaming Shores may sustain or incur or be liable for in consequence of such claims or demands or causes of action, whether in negligence or otherwise, from any source whatsoever, including but not necessarily limited to:
  - a. claims, demands or causes of action by, or on behalf of, any officers of Temiskaming Shores or its agents, employees, agents, contractors or representatives; and
  - b. claims, demands or causes of action by any other person or persons using Temiskaming Shores facilities or receiving services of any kind from Temiskaming Shores.

**G. COSTS**

- 11. The parties hereby acknowledge and agree that both Temagami and Temiskaming Shores will incur costs as a result of any evacuees being received by Temiskaming Shores.

12. Temiskaming Shores agrees that any costs and/or expenses shall only ever be recovered from Temagami, under this agreement or otherwise, on a cost recovery basis.
13. In the event Temiskaming Shores is asked to receive evacuees and/or provide emergency services to Temagami, the parties acknowledge and agree that Temagami may receive funding under the Act or other provincial and/or federal emergency/disaster programs.
14. Temagami agrees to remit any funds received under the Act or other provincial and/or federal emergency/disaster programs related to the reception of evacuees in Temiskaming Shores to Temiskaming Shores upon receipt.
15. Nothing in this agreement shall preclude Temiskaming Shores from taking action to recover costs and expenses from such person(s) or entities as may be found responsible for causing the emergency, or from seeking federal and/or provincial funding to cover any or all costs incurred by Temiskaming Shores.

#### **H. VOLUNTEERS**

16. Individual volunteers, service clubs or volunteer groups and agencies such as the Red Cross, Salvation Army or St. John Ambulance who are engaged by Temiskaming Shores to manage or assist with the operation of reception centers or otherwise shall be considered agents of Temiskaming Shores.

#### **I. TERMINATION**

1. This agreement may be terminated by any of the parties hereto, by 60 days notice given in writing to the other parties by delivering the same in person or by ordinary mail. Any notice shall be deemed to have been given on the third business day following the date on which it was mailed.

#### **J. SUCCESSORS AND ASSIGNS**

1. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.



**MUNICIPALITY OF TEMAGAMI**

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I have authority to bind the corporation.