

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 25-1843

Being a By-Law to authorize the execution of a Letter of Understanding with the City of North Bay for the purpose of acting as a host community for emergency evacuation purposes.

WHEREAS

1. Section 10(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, permits municipalities to pass by-laws respecting the health, safety and well-being of persons;
2. Section 13(3) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended, permits a municipality to enter into an agreement with another municipality for the provision of personnel, services, equipment, or materials during an emergency;
3. The Council of the Corporation of the Municipality of Temagami considers it desirable and necessary to enter into an agreement with the Corporation of the City of North Bay, whereby the City of North Bay would act as a host community to receive evacuees from the Municipality of Temagami in the event of a declared emergency.

NOW THEREFORE

The Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

AUTHORIZATION TO EXECUTE AGREEMENT

The Chief Administrative Officer / Community Emergency Management Coordinator (CEMC) is hereby authorized and directed to execute the Letter of Understanding attached hereto as Schedule "A" and forming part of this By-law.

REPEAL OF PREVIOUS BY-LAWS

By-law 13-1100 s hereby repealed in its entirety.

CLERICAL AMENDMENTS

The Clerk of the Municipality of Temagami is authorized to make minor corrections to this By-law after its passage. These corrections are limited to grammatical or typographical errors and must not alter the intent, substance, roles, responsibilities, or procedural requirements outlined in this By-law.

EFFECTIVE DATE

This By-law comes into effect on the date of final passing.

FINAL PASSING

Taken as read a first, second, and third time, and finally passed this 14th day of August, 2025.

Mayor: _____

Clerk: _____

SCHEDULE "A" - BY-LAW 1843

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")

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 limited 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 third 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 invoice to the Evacuating Community no later than thirty (30) days following the last date of service, and the Evacuating Community agrees to remit full payment within thirty (30) days of receipt of such invoice.

This agreement shall automatically renew every five (5) years unless terminated by either party with thirty (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 provide a contact name and number. This information will be relayed to the "On Call" Senior Fire Officer of the Host Community, who will coordinate the opening and staffing of shelter(s) in accordance with the Emergency Plan.

Dated: _____

For the Evacuating Community

Laala Jahanshahloo, Chief Administrative Officer / CEMC

Dated: _____

For the Host Community

John Severino, Chief Administrative Officer