

**AGREEMENT  
FOR THE EMERGENCY USE OF  
AN ALTERNATE EMERGENCY OPERATIONS CENTRE**

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An agreement to authorize the emergency use of the East Ferris Community Centre located at 1267 Village Road, Astorville, Ontario as an Alternate Emergency Operations Centre (EOC) by the Township of Chisholm:

The purpose of this agreement is to establish the framework under which the Township of Chisholm will have access to the East Ferris Community Centre as its Alternate EOC should the Township of Chisholm be unable to use its Primary EOC. This location will be used as a the location where the Township of Chisholm will hold meetings of the Municipal Emergency Control Group (MECG) and take such decisions as are necessary to manage the emergency when the Primary EOC location is unusable.

This **Agreement** made this 9th day of Sept. 2014

**BETWEEN:**

The Corporation of the Township of Chisholm  
(Hereinafter referred to as the "Township")

-And-

The Municipality of East Ferris  
(Hereinafter referred to as the "Municipality")

**WHEREAS**, the Province of Ontario has passed an act which provides for the management of emergencies in municipalities, namely "The Emergency Management and Civil Protection Act, R.S.O. 1990";

**AND WHEREAS** 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** the Township has created an Emergency Response Plan that calls for the MECG to meet in the Primary EOC location to manage any emergency;

**AND WHEREAS** the Primary EOC location may be unusable due to the effects of the emergency, or for any other reason;

**AND WHEREAS** the Municipality has offered the use of the East Ferris Community Centre to the Township as an Alternate EOC should the Township be unable to use their Primary EOC and should the Municipality not require the use of the East Ferris community Centre at the time;

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

**DEFINITIONS**

In this agreement:

- a) **"Facility"** means any building, grounds, facilities, and equipment owned or under the control of the Municipality located at 1267 Village Road, Astorville, Ontario.
- b) **"Emergency"** means an emergency declared or otherwise by the Township and includes a situation or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property. These situations could threaten public safety, public health, the environment, property, critical infrastructure, and economic development;

## **NOTIFICATION**

In the event of an emergency or an impending emergency, the Township will advise the Municipality of the requirement to use the facility by notifying the Chief Administrative Officer/Clerk or his/her designated alternate. Notification may include methods as established through the Township's Emergency Response Plan. Notification arrangements shall be mutually agreed to from time to time, and these arrangements shall be reviewed and tested annually.

## **LIAISON**

On request for the activation of the facility the Municipality will supply, at least one staff member as a liaison person to assist the Township to use the facility.

The liaison person will be expected to provide the Emergency Control Group with information related to measures being employed to safeguard staff, and to protect the facility.

## **USE OF FACILITY**

In the event of an emergency, the Municipality agrees to make available to the Township as much of the facility as may be needed. The Township and the Municipality will give due consideration to the requirements of the facility for safe accommodation of staff. Notwithstanding the above paragraph, final authority for the use and control of the facility shall rest with the Municipality. The Municipality may choose not to make the facility available at any time for whatever reason.

## **STAFFING**

The Municipality shall have at least one or more members of its staff on the facility premises at all times to assist with the operation and maintenance of the facility.

## **DILIGENCE AND CARE**

The Township shall exercise due diligence and care of the facility and shall not interfere with any of the normal facility activities unless deemed necessary as part of the response to the emergency.

Prior to the use of such facility, a duly authorized representative of the Township and the Municipality shall jointly inspect the facility. A memorandum will then be signed by both parties outlining any pre-use damage or deficiencies.

Upon termination of use by the Township, both parties shall again inspect the facility and make note of any damage, deficiencies or other such factors resulting from the Township's use of said facility.

## **INDEMNITY**

The Township hereby agrees to save harmless and indemnify the Municipality, its Officers, and Employees from and against all claims, demands or causes of action whether at law or in equity, in respect of its use of the said facility as herein provided, and from and against all damages, losses, costs, charges and expenses which the facility 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 the Township or its agents, employees or representative;
- b) claims, demands or causes of action by any other person or persons using the facility pursuant to this agreement.

## **INSURANCE**

The parties hereto further covenant and agree that their public liability insurer(s) have been presented a copy of this agreement. The said insurer(s) will confirm full coverage under existing policies to include usage of the facility by officers and representatives of the parties hereto, their employees and agents and members of the public pursuant to the provisions of this agreement.

In addition, the parties further covenant to provide to the other party hereto a confirmation letter from its insurer(s). The letter will confirm receipt of the agreement and confirms and acknowledges its liability coverage for those individuals utilizing the facility as set out in this clause and pursuant to the provisions of the agreement.

## **COSTS**

The Township hereby agrees to reimburse the Municipality for any extraordinary costs arising from the Township's use of the facility or equipment. Such costs may include, but are not limited to, the actual costs of supplies, overtime wages or salaries paid to facility employees, additional utility costs for heating and lighting, additional expenses incurred in cleaning the premises, additional security costs, and long distance telephone charges. Where possible, agreement shall be sought by the Township from the Municipality before such extraordinary expenditures are made by the Township.

Such payment will be made within 60 days of the submission of an invoice to the Municipality.

Nothing in this agreement shall preclude the Township from taking action to recover such costs paid to the Municipality from such person or agency as may be found responsible for causing the emergency, or from seeking federal or provincial funding to cover any or all costs incurred by the Township.

Upon payment by the Township to the Municipality, the Municipality relinquishes all rights to seek damages or compensation from such person or agency as may be found responsible for causing the emergency, or from federal or provincial sources.

## **VOLUNTEERS**

Individual volunteers, or volunteer groups and agencies such as amateur radio, Red Cross, Salvation Army, or St. John Ambulance who are engaged by the Township to manage or assist in the facility shall be considered as agents of the Township.

## **CONDUCT ON FACILITY PREMISES**

The Township agrees to take all reasonable precaution against vandalism, mischief or behavior contrary to provincial or federal statutes by any party or parties who make use of the facility.

## **FEEDING**

No food preparation or consumption will be carried out in the facility in locations other than those normally set aside for such activities. No stoves or other cooking devices other than those normally and permanently installed by the Municipality in the facility shall be used.

## **RETURN OF EQUIPMENT AND SUPPLIES**

The Township shall be responsible for removing borrowed, donated or purchased equipment from the facility upon termination of the emergency.

## **CONTROL OF EXISTING CONTRACTS**

Notwithstanding agreements which the Municipality may have with suppliers of goods and services to and for the facility, the Municipality shall assign their enjoyment of such supplies or services to the township in time of an emergency.

## LEGAL RELATIONSHIP

The parties hereto agree that the legal relationship between the Township, its representatives, officers, employees and agents and members of the public, on the one behalf, and the Municipality on the other behalf, shall be that of Licensee and Licensor and that no estate, right title or interest in the lands or property of the facility is hereby intended to be created or conveyed.

## TERMINATION


This agreement may be terminated by either of the parties hereto, by 60 days notice given in writing to the other party 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.

## SUCCESSORS AND ASSIGNS

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

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their seals attested by the proper officers in that behalf.

### TOWNSHIP OF CHISHOLM

  
[Signature]  
MAYOR  
[Signature]  
CLERK-TREASURER

WITNESS

[Signature]  
WITNESS  
[Signature]

### MUNICIPALITY OF EAST FERRIS

[Signature]  
MAYOR  
[Signature]  
CHIEF ADMINISTRATIVE OFFICER/CLERK

[Signature]  
WITNESS  
[Signature]  
WITNESS