THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 37-2013

Being a By-Law to Authorize the Mayor and Clerk to Sign a Reciprocal Agreement with the Municipality of Northern Bruce Peninsula for the Use of Facilities as Evacuation Centers

WHEREAS Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 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 Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that 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 Municipality of Northern Bruce Peninsula owns and operates the facilities located at 4 Tackabury Street and 7420 Highway 6 in the Municipality of Northern Bruce Peninsula;

AND WHEREAS the Town of South Bruce Peninsula owns and operates the facilities located at 526 Taylor Street and 30 Community Centre Drive in the Town of South Bruce Peninsula;

AND WHEREAS each municipality has offered its facilities for use by the other in the event of an impending or declared emergency situation;

AND WHEREAS the Town deems it expedient to enter into a Reciprocal Agreement with the Municipality of Northern Bruce Peninsula to use the facilities as evacuation centers.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA ENACTS AS FOLLOWS:

1) THAT the Mayor and Clerk are hereby authorized to sign the Reciprocal Agreement with the Municipality of Northern Bruce Peninsula for use of facilities as evacuation centers.

2) THAT the Reciprocal Agreement as referred to herein shall be attached hereto and form part of this by-law.

3) THAT any by-law, agreement or understanding inconsistent with this by-law is hereby rescinded and repealed.
READ a FIRST and SECOND time this 2nd day of April, 2013

READ a THIRD time and FINALLY PASSED this 2nd day of April, 2013
Reciprocal Agreement

This Agreement is dated this 2nd day of April, 2013.

BETWEEN

THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA,
hereinafter referred to as “NBP” of the first part

AND

THE TOWN OF SOUTH BRUCE PENINSULA,
hereinafter referred to as “SBP” of the second part

WHEREAS SBP owns and operates the Wiarton District Community Center & Arena, located at 526 Taylor Street in the Town of South Bruce Peninsula;

AND WHEREAS SBP owns and operates the Sauble Beach Community Center, located at 30 Community Center Drive in the Town of South Bruce Peninsula;

AND WHEREAS NBP owns and operates the Lion’s Head & District Community Center & Arena located at 4 Tackabury Street in the Municipality of Northern Bruce Peninsula;

AND WHEREAS NBP owns and operates the St. Edmunds Community Center located at 7420 Highway 6 in the Municipality of Northern Bruce Peninsula;

AND WHEREAS in the event of an impending or declared emergency, the said facilities have been set forth to be used as evacuation centers for the respective residents;

AND WHEREAS the party of the first part and the party of the second part are desirous of entering into a reciprocal agreement for the use of facilities owned and operated by each party upon the terms and conditions set forth herein;

NOW THEREFORE in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Use of Facilities

1.1 During the term of this Reciprocal Agreement, either party may ask the other to allow the use of the facilities named herein for an undetermined period of time to be used as evacuation centers for residents of the requesting party.

1.2 Use of the facility will be granted if the parties determine that the facility is suitable to satisfy the request and it is determined that it would be of benefit to the citizens of the requesting municipality to make the facility available at those times.
and for those purposes agreed to in writing by the parties and more particularly
described in Section 6 hereof. The facilities will be used by the requesting party
at no cost (ie rental fee).

1.3 Either party has the right to refuse the requested use of the respective facility if it
is believed that the emergency situation will also affect the municipality being
requested.

1.4 Required use of the facilities shall be communicated one party to the other
through contact by the Community Emergency Management Coordinators or
Community Emergency Management Coordinator Alternates. Contact
information for those individuals will be provided by one party to the other.

2. Control and Maintenance of the Facility

2.1 At all times, the facilities shall remain under the control of the party who has
ownership of the facility. Neither party shall be responsible for any regular or
scheduled maintenance or repairs of the facility owned by the other party. At the
conclusion of the period of use by the requesting municipality, the facility shall be
returned to the same condition it was in prior to its use. Cost of return to original
conditions shall be borne by the requesting municipality.

2.2 In accordance with the Town of South Bruce Peninsula Emergency Plan, it may
be required that the County of Bruce, in partnership with the Canadian Red Cross,
operates the evacuation center including but not being limited to the registration
of residents, the setup and placement of cots and blankets and other care supplies
and the collection and distribution of food and water.

2.3 Coordination and operation of the facility by the County of Bruce or the Canadian
Red Cross shall not be considered as control of the facility as outlined in clause
2.1 above.

2.4 SBP has a protocol for registration of volunteers. Any persons wishing to
volunteer at a facility being used by the SBP must be registered with the Town in
accordance with the provisions of the Town of South Bruce Peninsula Emergency
Plan.

3. Liability

3.1 The parties hereto shall not be responsible for any damages to the facilities or
losses arising from any actions or inactions at the facilities except as may be
imposed by applicable law.

3.2 Express or gross negligence which gives cause to loss shall be identified one party
to the other in written format. Responsibility for repair or reimbursement of said
loss shall be at the discretion of the parties hereto. If mutual agreement cannot be
reached, the parties hereto agree to the appointment of an impartial third party who shall mediate. Any costs related to mediation shall be borne as outlined by the mediator.

3.3 It is agreed that all workers and/or employees who represent the parties hereto shall be deemed to be employees of the respective parties for the purposes of compensation, wages, the Occupational Health and Safety Act and WSIB and other applicable legislated regulations, as the case may be.

3.4 It is agreed that all workers and/or employees who represent the County of Bruce and the Canadian Red Cross shall be deemed to be employees of the respective organizations and shall be so covered for the purposes of compensation, wages, the Occupational Health and Safety Act and WSIB and other applicable legislated regulations, as the case may be.

3.5 As outlined in the Town of South Bruce Peninsula Emergency Plan, volunteers must be registered by the Town. Registration of volunteers will ensure that the said volunteers are covered by Town insurance policies.

4. **Insurance**

4.1 At all times during the term of this Reciprocal Agreement, SBP shall ensure that it holds adequate insurance coverage in an amount of not less than five million dollars ($5,000,000) and shall name NBP as an additional insured.

4.2 At all times during the term of this Reciprocal Agreement, NBP shall ensure that it holds adequate insurance coverage in an amount of not less than two million dollars ($2,000,000) with the preferable coverage amount being five million ($5,000,000) and shall name SBP as an additional insured.

4.3 Any changes in insurance including but not being limited to policy updates, changes in insurer and changes in coverage by either party must be communicated in writing one party to the other within fifteen (15) days of the change.

5. **Term**

5.1 This Reciprocal Agreement shall remain in force until cancelled by either party in accordance with the provisions contained herein.

5.2 Cancellation of this agreement without cause shall be communicated in writing one party to the other by giving thirty (30) days prior notice.

5.3 Cancellation of this agreement with cause shall be deemed to be immediate. Sufficient evidence of cause shall be required and may be called into question by a court of law.
5.4 The parties hereto agree that all covenants and conditions contained in this Reciprocal Agreement shall be severable, and that should any covenant or condition be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Reciprocal Agreement shall remain valid and not terminate thereby.

6. **Specific Use of Facilities**

6.1 The facilities may be used in the event of an impending emergency or a declared emergency. The use shall be for an evacuation center.

6.2 The parties shall have full use of the facility including the change rooms, kitchens, washrooms, meeting rooms, banquet halls and arena floors where applicable.

6.3 Use of the facilities will be on an as required basis. Direction from the Municipal Emergency Control Group or a member thereof will be given to open and operate the facility as an evacuation center.

6.4 Direction from the Municipal Emergency Control Group or a member thereof will be given to close the operation of the facility as an evacuation center.

6.5 Dependant upon the situation, the facility may be required for use as a warming center, a drop in center, a place to obtain potable drinking water or a refuge center. It is not possible to know the period of time that the facility would be required however, once permission has been given for the use of the facility, the facility shall remain in use until such time as it is determined by the Municipal Emergency Control Group that the facility is no longer required for use as an evacuation center.

6.6 The parties shall ensure that the facilities have a supply of potable water. If potable water cannot be provided at the time the facility is required, the host municipality has the right to refuse use of the facility until such time as potable water is available.

6.7 When requested, the parties shall furnish one to the other any information regarding compliance with Building Code, Fire Code or any other applicable acts or laws. It shall be the sole responsibility of the facility owner to ensure compliance with applicable laws.

6.8 With the exception of items which are permanent fixtures of the facilities, the parties hereto acknowledge that any items required to operate the facility as an evacuation center will be provided by the requesting municipality or its agents or assigns.
6.9 The parties hereto agree to cooperate in facility inspections as may be required from time to time. These inspections may be required to determine suitability of the facility to function as an evacuation center.

7. Notices

Any notice required or permitted to be given pursuant to this Reciprocal Agreement shall be in writing and delivered at the indicated addresses:

7.1 The Town of South Bruce Peninsula

Town of South Bruce Peninsula
315 George Street
PO Box 310
Wiarton ON N0H 2T0
519-534-1400
1-877-534-1400

7.2 The Municipality of Northern Bruce Peninsula

Municipality of Northern Bruce Peninsula
56 Lindsay Rd 5
RR 2
Lion’s Head ON N0H 1W0
519-793-3522

7.3 Either party may at any time, designate by written notice to the other party in accordance with the provisions of this Reciprocal Agreement a change in the above address or addresses, but such change shall be binding upon the party to whom it is sent only from and after the date of receipt by such party.

8. Appendices

8.1 Appendix A shall be the Bruce County Interactive Map for the properties known as 526 Taylor Street, Wiarton and 30 Community Center Drive, Sauble Beach both located within the Town of South Bruce Peninsula.

8.2 Appendix B shall be floor plans of the facilities outlined in item 8.1 above.

8.3 Appendix C shall be the Bruce County Interactive Map for the properties known as the Lion’s Head & District Community Center & Arena and St. Edmunds Community Center located within the Municipality of Northern Bruce Peninsula.

8.4 Appendix D shall be floor plans of the facilities outlined in item 8.3 above.
IN WITNESS WHEREOF the parties have caused this Reciprocal Agreement to be executed by their duly authorized representatives.

MUNICIPALITY OF NORTHERN BRUCE PENINSULA

______________________________
Mayor Milt McIver

______________________________
Clerk Mary Lynn Standen

I/we have the power to bind the corporation.

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

______________________________
Mayor John Close

______________________________
Clerk/CEMC Angela Cathrac

Witness Signature

Witness Signature

I/we have the power to bind the corporation.
Appendix “A”
Appendix “B”

Sauble Beach Community Centre
SECOND FLOOR PLAN

526 Taylor Street-Wiarton Arena
526 Taylor Street-Wiarton Arena
St. Edmunds Community Center – Tobermory – Floor Plan
St. Edmunds Community Centre - Floor Plan

94' long x 52' wide

1) MAIN HALL

2) OFFICE

3) STORAGE (ELECT./L)

Main Floor Plan

Legend:

FLOOR PLAN ST. EDMUNDS C/CENTRE