

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2016 - 19

Being a By-law to enter into an Agreement with the Township of Ryerson for the use of the Magnetawan Community Centre as Ryerson's Alternate Emergency Operations Centre

WHEREAS Section 20 (1) (2) of the *Municipal Act 2001 S.O. 2001, Chapter 25*, as amended, authorizes a municipality to enter into a joint agreement with one or more municipalities.

AND WHEREAS the Council of the Township of Ryerson wishes to enter into an Agreement with the Municipality of Magnetawan for the provision of an Alternate Emergency Operations Centre (EOC).

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. **THAT** Magnetawan enters into the Agreement attached hereto as Schedule 'A'.
2. **THAT** the Mayor and Clerk-Administrator are hereby authorized to execute the documents by signature and seal of the Corporation of the Municipality of Magnetawan.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 27th day of April, 2016

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



Clerk-Administrator

Council MTG. of Apr: 27/16

Agenda Item # 8.1

AGREEMENT

FOR PROVISION OF AN EMERGENCY OPERATIONS CENTRE

April 27, 2016

THIS AGREEMENT MADE BETWEEN

THE CORPORATION OF THE TOWNSHIP OF RYERSON

(Hereinafter referred to as "Ryerson")

OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(Hereinafter referred to as "Magnetawan")

OF THE SECOND PART

WHEREAS Section 20 (1) (2) of the *Municipal Act 2001 S.O. 2001, Chapter 25*, authorizes a municipality to enter into a joint agreement with one or more municipalities.

AND WHEREAS the *Emergency Management and Civil Protection Act, R.S.O. 1990, c. E. 9. Sub Section 9* provides what a plan may provide; (e.1) and (f): provide for any other matter required by the standards for emergency plans set under section 14; and provide for such other matters as are considered necessary or advisable for the implementation of the emergency plan during an emergency.

AND WHEREAS the Parties have Emergency Plans pursuant to the *Emergency Management and Civil Protection Act*;

AND WHEREAS Ryerson has asked Magnetawan for the use of the Magnetawan Community Centre as an Alternate Emergency Operations Centre;

AND WHEREAS Magnetawan has agreed in principle to the use of the Magnetawan Community Centre as the Township of Ryerson's Alternate Emergency Operations Centre;

NOW THEREFORE the parties agree as follows:

1. 'The Centre' shall mean the Magnetawan Community Centre, located at 4304 Highway 520, Magnetawan, Ontario P0A 1P0.

2. The Parties agree that in the event of:
 - a. a request by Ryerson for the use of The Centre as Ryerson's Alternate Emergency Operations Centre; and
 - b. the granting of Ryerson's request by the Mayor of the Municipality of Magnetawan or his/her designate;

then Magnetawan agrees to provide, where it is reasonably within Magnetawan's power to so provide: the Community Centre hall, accessible washrooms, use of the full kitchen, access to wireless internet, and a separate telephone line.

3. The parties agree that any and all direct costs for use of The Centre by Ryerson are to be paid by Ryerson. Ryerson shall be responsible to pay for any and all actual costs incurred by Magnetawan in providing The Centre to Ryerson.
4. Magnetawan will provide a detailed invoice to Ryerson. Ryerson will submit payment within thirty (30) days.
5. This agreement shall be in effect from the date on which the second party signs the agreement. Either party may terminate this Agreement upon at least sixty (60) days written notice to the other party.

IN WITNESS THEREOF This agreement has been executed by the Parties under the hands and seals of their duly authorized officers in that regard.

The Corporation of the
Township of Ryerson

The Corporation of the
Municipality of Magnetawan

Reeve



Mayor

Clerk



Clerk-Administrator

Date: _____

Date: April 27, 2016