

This Agreement dated the day of October, 2019

Between:

The Corporation of the Town of Tecumseh

(the "Town")

- and -

The Windsor-Essex Catholic District School Board

("Community Partner")

**Whereas** the Town wishes to enter into an Agreement with the Community Partner for the use of the property owned by the Community Partner in the Town of Tecumseh, being the site of the former Ste. Anne Catholic High School;

Now Therefore In Consideration Of The Payment By The Town to the Community Partner of the sum of One (\$1.00) Dollar receipt of which is hereby acknowledged, and other good and valuable consideration, the parties covenant and agree as follows:

**Purpose:**

Under the *Emergency Management Act*, RSO 1990 ch. E.9, the Town is required to develop and implement an emergency management program. The **Town of Tecumseh Emergency Response Plan** provides for the use of Reception/Evacuation Centres.

The Town of Tecumseh (Town) and the Windsor-Essex Catholic District School Board (Community Partner) wish to establish guidelines under which the Town may use a portion of the Facility, of which the Community Partner is the registered owner, as a Reception/Evacuation Centre during an Emergency. For the purposes of this memorandum of understanding, "Emergency" shall mean a situation or impending situation caused by forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property, which is declared to be an Emergency by the Mayor or Head of Council of the Town.

**The Facility:**

The Facility is a portion of the former Ste. Anne High School owned by the Community Partner, known municipally as 12050 Arbor Street in the Town of Tecumseh. For greater certainty the portion of the Facility to be used by the Town as a Reception/Evacuation Centre is restricted to that part of the Facility outlined in red on Schedule A attached to and forming part of this Agreement.

## **Use of Facility:**

In the event of an Emergency, the location of Reception/Evacuation centres will be dependent on many factors including the location of the Emergency and the proximity of persons displaced by the Emergency. If the Town determines that the Facility is appropriate, the Town may use the Facility as a Reception/Evacuation Centre in the event of an Emergency until the Mayor or Head of Council has declared that the Emergency is over.

The Town will notify the Community Partner in the event that the Facility is required to serve as a Reception/Evacuation Centre.

The Community Partner agrees to make available 24-hour contact information in respect of the Facility in the event that an Emergency is declared and the Facility is required to serve as a Reception/Evacuation Centre.

In the event that the Facility is designated as a Reception/Evacuation Centre during an Emergency, the Community Partner agrees:

- To grant access to those areas of the Facility as may be agreed;
- To provide a representative at the Facility to assist the Town and partner agency staff in accessing the Facility and preparing it for use as a Reception/Evacuation Centre;
- To provide a representative of the Facility onsite or on call during the duration of the Emergency to assist with the ongoing operations of the Reception/Evacuation Centre, as well as the closure and dismantling of the Reception/Evacuation centre after the Emergency ends; and,
- To permit use of the Facility's parking lot by evacuees, staff, emergency personnel and any other person who may require use of the parking lot as a result of the Emergency, including those affected by any Emergency Traffic Management Plans imposed by any authority;

at no cost to the Town except as provided herein.

The Town and any other partner agencies working in conjunction with the Town, shall make use of the Facility to provide the services mandated under the **Town of Tecumseh Emergency Response Plan**, which services may include:

- Registration & Inquiry;
- Lodging;
- Feeding;
- Clothing;
- Personal Services (e.g., psycho-social response, temporary care of unattended children and dependent adults, etc.); and,
- Any other services deemed necessary by the Town

**Indemnity:**

The Town shall defend, indemnify and hold harmless the Community Partner, its officers, servants or agents, in respect of any loss, damages, actions, suits, claims or demands made or brought against the Community Partner as a consequence of the use of the Facility by the Town as a Reception/Evacuation Centre.

The Town shall reimburse the Community Partner for the cost of any clean up repairs or damage to the Facility resulting from its use by the Town as a Reception/Evacuation Centre.

Unless otherwise agreed, the Community Partner shall not be responsible for the provision of staff, volunteers, food, or any other service for the Reception/Evacuation Centre.

The Town shall be responsible for the costs of any supplies used in the Facility during the time of its use as a Reception/Evacuation Centre.

If required by the Community Partner, the Town will provide a Certificate of Insurance verifying insurance, of at least Two Million (\$2,000,000.00) Dollars and that the Community Partner is a named insured for the purposes set out in this Agreement.

**Term of Agreement and Termination of Agreement:**

This Agreement shall terminate on the fifth anniversary of the date hereof, provided it may be extended for a further term by mutual agreement of the parties, in writing and further provided that the Agreement may be terminated during the Term or extended Term by either party by giving the other party ninety (90) days' Notice in writing of its intentions to do so.

**In Witness Whereof** the parties have executed this Agreement as of the date first above written.

The Corporation of The Town of Tecumseh

Per: \_\_\_\_\_  
Gary McNamara \*  
Mayor

Per: \_\_\_\_\_  
Laura Moy  
Clerk

**Windsor Essex Catholic District School Board**

Per: \_\_\_\_\_  
Terry Lyons \*  
Director of Education

Per: \_\_\_\_\_  
Gary McKenzie  
Senior Manager – Facilities Services

*\*We have authority to bind the corporations*