

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BYLAW NO. 2522

A Bylaw to authorize the execution of an Emergency Reception Centre Agreement with The Esquimalt Dockyard Branch No. 172 of the Canadian Legion of the British Empire Service League

WHEREAS the Corporation of the Township of Esquimalt intends to enter into a partnering agreement with The Esquimalt Dockyard Branch No. 172 of the Canadian Legion of the British Empire Service League for the use of their premises as an Emergency Reception Centre;

AND WHEREAS the *Local Government Act* provides that such an agreement be authorized by bylaw;

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as the *EMERGENCY RECEPTION CENTRE (ESQUIMALT LEGION) AGREEMENT AUTHORIZATION BYLAW, 2002, NO. 2522*.
2. The Council of the Corporation of the Township of Esquimalt is hereby authorized and empowered to enter into an Agreement with The Esquimalt Dockyard Branch No. 172 of the Canadian Legion of the British Empire Service League for the use of their premises at 622 Admirals Road, Esquimalt, B.C., as an Emergency Reception Centre, in the form attached hereto as Schedule "A".
3. The Mayor and Corporate Administrator are hereby authorized to execute the Emergency Reception Centre Agreement with The Esquimalt Dockyard Branch No. 172 of the Canadian Legion of the British Empire Service League.


READ a first time by the Municipal Council on the 17th day of June 2002.

READ a second time by the Municipal Council on the 17th day of June 2002.

READ a third time by the Municipal Council on the 17th day of June 2002.

ADOPTED by the Municipal Council on the 24th day of June 2002.


R.T. RICE
MAYOR


J.P.G. MCLUCKIE
CORPORATE ADMINISTRATOR

PARTNERING AGREEMENT

EMERGENCY SOCIAL SERVICES RECEPTION CENTRE

This Agreement made in duplicate and dated at Esquimalt, British Columbia, this _____ day of _____, 2002.

BETWEEN:

Corporation of the Township of Esquimalt
1229 Esquimalt Road
Esquimalt, B.C. V9A 3P1

("Esquimalt")

AND:

The Esquimalt Dockyard Branch No. 172 of the
Canadian Legion of the British Empire Service League
622 Admirals Road
Esquimalt, B.C. V9A 2N7

(the "Legion")

WHEREAS Esquimalt has developed an Emergency Social Services Plan, which includes provisions for Emergency Social Services Reception Centres:

- (a) which provide a safe place for the delivery of emergency social services for those persons affected by and responding to an emergency;
- (b) which provides for temporary shelter for those persons evacuated from their homes;
and
- (c) for planning and coordinating response to an emergency.

AND WHEREAS the Legion wishes to make its facility available to Esquimalt to be used as an Emergency Social Services Reception Centre in the event of an emergency situation.

Therefore, in consideration of the terms and covenants contained hereunder and \$1.00 paid by Esquimalt to the Legion and other valuable consideration, the receipt and sufficiency of which is hereby confirmed, the parties agree as follows:

NOTIFICATION

1. Where an emergency or impending emergency creates the need for an Emergency Social Services Reception Centre, Esquimalt shall advise the Legion by notifying the Secretary-Manager or his or her emergency designate.
2. The Legion will supply Esquimalt with a call out list of Legion staff and/or members who can open the Legion's building at 622 Admirals Road and assist in setting up and operating an Emergency Social Services Reception Centre. The call out list will be kept at the Esquimalt Emergency Program Office located at 1149A Esquimalt Road, Esquimalt, B.C. and at the Emergency Social Services office of the Corporation of the City of Victoria ("Victoria") located at 1234 Yates Street, Victoria, B.C.

USE OF FACILITIES

3. The Legion agrees to make available to Esquimalt secure space of not less than three square metres (32 square feet) for the storage of supplies and equipment of the Esquimalt Emergency Program and to provide reasonable access to this space during normal operating hours of the Legion.
4. In the event of an emergency, the Legion agrees to make available to Esquimalt the upper lounge and, if necessary, the lower lounge of the Legion's building, together with the grounds and equipment and those Legion employees and/or members required to open and operate the facility.

STAFFING

5. The Legion will have employees and/or members on the premises at all times to assist Esquimalt with the opening, operation, maintenance and closing of the facility during an emergency.
6. Volunteers of the Esquimalt and Victoria Emergency Programs who are engaged by Esquimalt and/or Victoria to manage or assist with the operation of the Emergency Social Services Reception Centre in the Legion facility will be under the direction and control of Esquimalt.

DILIGENCE AND CARE

7. Esquimalt will exercise due diligence and care and will not interfere with the Legion's facility, activities or procedures unless deemed necessary as part of the response to the emergency.
8. Prior to the use of the facility, both parties will jointly inspect the facilities and equipment to be used and make note of any damage, deficiencies or other such factors which exist before Esquimalt makes use of the facility or equipment.
9. Upon termination of use by Esquimalt, both parties shall again inspect the premises and note any damage, deficiencies or other such factors resulting from Esquimalt's use of the facility and equipment.

COSTS

10. Esquimalt will use its best efforts to ensure that the Legion is reimbursed, by the Provincial Emergency Program, for any extraordinary costs arising from Esquimalt's use of the facility or equipment.
11. Such costs may include, but are not limited to, overtime wages paid to Legion employees, additional costs of supplies, additional expenses incurred in cleaning the facility, and additional costs of long distance telephone charges. The Provincial Emergency Program is not responsible for paying the regular employee costs for normal maintenance and operation of the Legion facility.
12. The Legion agrees that the facility shall be provided to Esquimalt at no cost whatsoever. Esquimalt agrees to be responsible for and to remedy any damage done to the facility by Esquimalt (including by those persons for whom Esquimalt is legally responsible), excepting reasonable wear and tear. The Legion shall at all times maintain sufficient broad form comprehensive public liability coverage for personal injury and other losses that may occur at the facility.

TERM & TERMINATION

13. This Agreement shall commence on the first day of July 2002 and terminate on the 31st day of December 2006.
14. This Agreement may be terminated by either of the parties hereto by giving 90 days written notice to the other party delivered in person or by ordinary mail.

IN WITNESS WHEREOF the Corporate seals of the parties were affixed hereto in the presence of their duly authorized officers.

The Corporate Seal of The Esquimalt)
 Dockyard Branch No. 172 of the)
 Canadian Legion of the British Empire)
 Service League was hereunto affixed)
 In the presence of:)

 President)

 Secretary-Manager)

corporate seal

The Corporate Seal of the Corporation)
of the Township of Esquimalt was)
hereunto affixed in the presence of:)

Mayor

Corporate Administrator

corporate seal