SCHEDULE A TO BY-LAW 5077-20

THIS AGREEMENT made as of this day of 2020

BETWEEN

THE CORPORATION OF THE COUNTY OF BRUCE

(hereinafter referred to as “Bruce County”)

OF THE FIRST PART

-AND-

THE CORPORATION OF THE COUNTY OF GREY

(hereinafter referred to as “Grey County”)

OF THE SECOND PART

-AND-

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

(hereinafter referred to as “Arran-Elderslie”)

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

(hereinafter referred to as “Brockton”)

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

(hereinafter referred to as “Huron-Kinloss”)

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

(hereinafter referred to as “KINCARDINE”)

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

(hereinafter referred to as “Saugeen Shores”)

THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE

(hereinafter referred to as “South Bruce”)

THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA

(hereinafter referred to as “Northern Bruce Peninsula”)

THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE PENINSULA

(hereinafter referred to as “South Bruce Peninsula”)

(all of which shall be collectively referred to as the “Bruce municipalities”)

OF THE THIRD PART

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

(hereinafter referred to as “Chatsworth”)

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS
(hereinafter referred to as “Georgian Bluffs”)

THE CORPORATION OF THE TOWNSHIP OF GREY HIGHLANDS (hereinafter referred to as “Grey Highlands”)

THE CORPORATION OF THE TOWN OF HANOVER (hereinafter referred to as “Hanover”)

THE CORPORATION OF THE CITY OF OWEN SOUND (hereinafter referred to as “Owen Sound”)

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE (hereinafter referred to as “SOUTHGATE”)

THE CORPORATION OF THE TOWN OF BLUE MOUNTAINS (hereinafter referred to as “Blue Mountains”)

THE CORPORATION OF THE MUNICIPALITY OF WEST-GREY (hereinafter referred to as “West Grey”)

(all of which shall be collectively referred to as “the Grey municipalities”)

OF THE FOURTH PART

WHEREAS section 143(1) and (2) of the Police Services Act, R.S.O. 1990, c. 3, Sched. 1, as amended (the “Act”) requires all applicable municipalities to prepare and adopt a community safety and well-being plan, that may be prepared individually or jointly in consultation with other municipal councils (the “Plan”);

AND WHEREAS section 145(2) and (3) of the Act requires that municipal councils appoint an advisory committee and stipulates required categories for members;

AND WHEREAS the parties to this Agreement are committed to a collaborative approach to developing and implementing the Plan to make use of existing relationships with partnering organizations and to effectively sharing resources;

NOW THEREFORE THIS AGREEMENT WITNESETH THAT the parties hereto covenant and agree with the other as follows:

1. The Bruce municipalities and the Grey municipalities authorize Bruce County and Grey County to spearhead the development of the Plan by contracting with a Co-ordinator to develop the Plan that will identify priority risk areas shared across all municipalities. The Co-ordinator will also assist in developing appendices to the Plan containing risk areas and strategies unique to each municipality.

2. The Bruce municipalities have each contributed the amount of $5,000.00, Bruce County has contributed $10,000.00 and Grey County contributed $55,000.00 on behalf of the Grey municipalities to facilitate the hiring of the Co-ordinator; to develop the Plan and accompanying appendices; and for related administrative costs.

3. The parties to this Agreement hereby agree to jointly appoint an advisory committee to be known as Advisory Committee for Community Safety and Well-Being Planning: The Municipalities of Bruce and Grey (the “Committee”). The Committee shall be governed in accordance with the Terms of Reference attached hereto as Schedule “A”.
In accordance with the Police Services Act, 1990, the Committee shall be comprised of Members representing the sectors of Child/Youth, Community and Social Services, Education, Health and Mental Health, Police Services and other service agencies. Specifically, the Committee shall include a representative from the following categories of organizations:

1. A person who represents,
   i. a local health integration network for a geographic area in which the municipality is located, as determined under the Local Health System Integration Act, 2006, or
   ii. an entity that provides services to improve the physical or mental health of individuals in the community or communities.

2. A person who represents an entity that provides educational services in the municipality.

3. A person who represents an entity that provides community or social services in the municipality, if there is such an entity.

4. A person who represents an entity that provides community or social services to children or youth in the municipality, if there is such an entity.

5. A person who represents an entity that provides custodial services to children or youth in the municipality, if there is such an entity.

6. An employee of the municipality or a member of the municipal council.

7. A person who represents the board of the municipality or, if there is no board, the commander of the detachment of the Ontario Provincial Police that provides policing in the area or his or her delegate.

7.1 A chief of police of a police force that provides police services in the area or his or her delegate.

8. Any other prescribed persons.

The Bruce municipalities, the Grey municipalities, Bruce County and Grey County shall be entitled to nominate members to the Committee to fulfill the categories enumerated entities in section 145(3)(6), (7), (7.1) and (8) of the Act. These appointments shall be attached hereto as Schedules “B” through “T” respectively.

It is understood that a single individual may satisfy more than one of the requirements set out in article 4 above, and the parties hereto agree that where possible, individuals who satisfy multiple requirements (i.e. those who sit on multiple committees, or who represent a Police Services Board who delivers service to more than one municipality) should be given first consideration when making appointments to ensure efficiency of communication and to ensure adequate resources are available.

In the event that any of the Bruce municipalities, Grey municipalities, Bruce County or Grey County amends an appointment to the Committee, the municipality seeking the appointment shall provide a copy of the amended Schedule and authorizing resolution to the Clerks of all the other municipalities, and each Clerk shall hereby be authorized to substitute the amended Schedule. It is hereby agreed that this Agreement shall remain in full force and effect regardless of any changes or amendments to Schedules “B” through “T”.

Meetings of the Committee shall alternate between the counties of Grey and Bruce, having regard for the distance to be travelled by all members of the Committee.
9. This Agreement shall continue in force from the date hereof, unless terminated by not less than ninety (90) days prior notice in writing to the other parties to this Agreement by the party desiring to terminate this Agreement. If such termination is provided by one party, the Agreement shall remain in full force and effect as between all other remaining parties.

10. This Agreement shall be reviewed by the parties at least once prior to March 31, 2021 to determine whether any changes are required for the implementation of the Plan. In the event that no changes are required, this Agreement shall remain in full force and effect until such time as terminated in accordance with paragraph 9 above.

11. This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.

12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been receive.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers.

SIGNED, SEALED AND DELIVERED:

In the presence of:

THE CORPORATION OF THE COUNTY OF BRUCE

Warden: Mitch Twolan

Clerk: Donna Van Wyck

THE CORPORATION OF THE COUNTY OF GREY

Mayor: Paul McQueen

Clerk: Heather Morrison

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Mayor: Steve Hammell

Acting Clerk: Christine Fraser-McDonald
THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Mayor: Chris Peabody

Clerk: Fiona Hamilton

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Mayor: Mitch Twolan

Clerk: Emily Dance

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

Mayor: Anne Eadie

Clerk: Donna McDougall

THE CORPORATION OF THE TOWN OF SAGEEN SHORES

Mayor: Luke Charbonneau

Clerk: Linda White

THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE

Mayor: Robert Buckle

CAO/Clerk: Leanne Martin