The Corporation of the Municipality of Brockton

By-Law 2021-088

Being a By-Law to Authorize the Signing of a Agreement With the Corporations of the County of Bruce, the County of Grey, and Bruce and Grey Municipalities for the Purpose of the Grey Bruce Community Safety and Well-Being Plan.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a Agreement with the Corporations of the County of Bruce, the County of Grey, and Bruce and Grey Municipalities with respect to the Grey Bruce Community Safety and Well-Being Plan;

And Whereas on January 1, 2019, an amendment to the *Police Services Act, 1990* came into force which mandated that every municipality prepare and adopt a community safety and well-being plan (CSWBP) by January 1, 2021;

And Whereas on April 23, 2019 Council agreed to participate in a joint community safety and well-being plan lead by Grey County and Bruce County and on August 19, 2019 approved a financial commitment of $5,000 towards the coordination of the CSWBP, and further on February 9, 2021 approved a financial commitment of $5,000 through the Brockton Police Services Board 2021 budget towards the implementation of the CSWBP;

And Whereas on December 8, 2020 the Corporation of the Municipality of Brockton adopted the Community Safety and Well-Being Planning: The Municipalities of Bruce and Grey Plan made in collaboration with the County of Bruce, the County of Grey and participating lower tier municipalities as the mandated CSWBP;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

1.0 That the Corporation of the Municipality of Brockton Council hereby enter into a Agreement with the Corporations of the County of Bruce, the County of Grey, and Bruce and Grey Municipalities which is attached as “Schedule A” and forms part of this By-Law;

2.0 That the Mayor and Clerk are hereby authorized to execute the Agreement between the Corporation of the Municipality of Brockton and the Corporations of the County of Bruce, the County of Grey, and Bruce and Grey Municipalities as well as any other associated documentation.

3.0 This By-Law shall come into full force and effect upon final passage.

4.0 This By-Law may be cited as the “Community Safety and Well-Being Plan Agreement By-Law”.

Read, Enacted, Signed and Sealed this 22nd day of June, 2021.

_____ _____

Mayor – Chris Peabody Clerk – Fiona Hamilton

Schedule A to By-Law 2021-088

This Agreement made as of this ___ day of _____ 2021

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 Town of South Bruce Peninsula
(hereinafter referred to as "South Bruce Peninsula")
Of the Third Part

(all of which parties of the Third Part shall be collectively
referred to as the "Bruce municipalities")

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")

Of the Fourth Part

(all of which parties of the Fourth Part shall be collectively referred to as "the Grey municipalities")

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 had committed to a collaborative approach to developing the required CSWBP and each party had signed a partnership agreement that allowed the parties to work together to create a CSWBP;

And Whereas each of the municipal partners has now approved the CSWBP; the parties to this Agreement are committed to a continued collaborative approach to implement the Plan and 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 implementation of the Plan by contracting with a Co-ordinator to develop initiatives and strategies to address the priority risk areas shared across all municipalities.

2. The role of Bruce County and Grey County will be to facilitate the process for regional initiatives or strategies. The role of the Bruce municipalities and the Grey municipalities shall be to support any initiatives, programs, tasks or projects at the local level as identified in the Plan.

3. 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 fund the Co-ordinator position to assist with the implementation of the Plan and accompanying appendices for the 2021 year, which additional funding to be reviewed annually.

4. The parties hereto agree that Bruce County alone shall act as the employer of Co-ordinator, for the period of May 3, 2021 to December 31, 2021, and shall alone be responsible in accordance with the signed employment contract for all matters related to the Co-ordinator's employment.

5. The parties to this Agreement hereby agree to jointly appoint an advisory committee to be known as the Bruce-Grey Community Safety and Well-Being Advisory Committee (the "Committee"). The Committee shall be governed in accordance with the Terms of Reference attached hereto as Schedule "A".

6. 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 police services board of the municipality, if applicable,

7.1 A chief of police of a police force that provides police services in the area or his or her delegate, or the commander of the detachment of the Ontario Provincial Police that provides policing in the area, or his or her delegate if the Detachment Commander is unavailable, if applicable.

8. Any other prescribed persons.

7. The Bruce municipalities, the Grey municipalities, Bruce County and Grey County shall each be entitled to nominate up to two (2) members, aside from any individual appointed pursuant to the preceding paragraph, 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.

8. The parties hereto agree that where possible, individuals that sit on multiple boards or that provide policing services 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.

9. 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”.

10. The Committee shall alternate locations between the counties of Grey and Bruce having regard for the distance to be travelled by all members of the Committee, and shall make use of remote meetings when possible.

11. 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.

12. The parties hereto agree that the agreement between them dated September 3, 2020 with respect to the development of the Plan and the establishment of the Committee is terminated as of the date of this Agreement.

13. Nothing contained in this Agreement shall be construed to make any party a partner, representative or agent of any other party. This Agreement shall not be deemed to constitute a partnership, joint venture or contract of agency or employment between the parties.

14. This Agreement shall be reviewed by the parties at least once prior to March 31 in each year to determine whether any changes are required for the implementation or funding 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 11 above.

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

16. 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 agreement shall each be signed with original signatures and a copy of the signed page shall be delivered to each of the parties to the agreement and when compiled shall be deemed to be one and same agreement.

In Witness Whereof:

Signed And Delivered:

In the presence of:

The Corporation of The County of Bruce

_____

Warden: Janice Jackson

_____

Clerk: Donna Van Wyck

The Corporation of The County of Grey

_____

Warden: Selwyn Hicks

_____

Clerk: Heather Morrison

The Corporation of The Municipality of Arran-Elderslie

_____

Mayor: Steve Hammell

_____

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

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Mayor: Mitch Twolan

_____

Clerk: Emily Dance

The Corporation of The Municipality of Kincardine

_____

Mayor: Gerry Glover

_____

Clerk: Jennifer Lawrie

The Corporation Of The Town Of Saugeen Shores

_____

Mayor: Luke Charbonneau

_____

Clerk: Linda White

The Corporation of The Municipality of South Bruce

_____

Mayor: Robert Buckle

_____

CAO/Clerk: Leanne Martin

The Corporation of The Municipality of Northern Bruce Peninsula

_____

Mayor: Milt McIver

_____

Clerk Cathy Addison

The Corporation Of The Town Of South Bruce Peninsula

_____

Mayor: Janice Jackson

_____

Clerk: Angie Cathrae

The Corporation of The Township of Chatsworth

_____

Mayor: Scott Mackey

_____

CAO/Clerk: Patty Sinnamon

The Corporation of The Township of Georgian Bluffs

_____

Mayor: Dwight Burley

_____

Clerk: Brittany Drury

The Corporation of The Municipality of Grey Highlands

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Mayor: Paul McQueen

_____

Clerk: Raylene Martell

The Corporation of The Town of Hanover

_____

Mayor: Sue Paterson

_____

CAO/Clerk: Brian Tocheri

The Corporation of The City of Owen Sound

_____

Mayor: Ian Boddy

_____

Clerk: Briana M. Bloomfield

The Corporation of The Township of Southgate

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Mayor: John Woodbury

_____

Clerk: Lindsey Green

The Corporation of The Town of The Blue Mountains

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Mayor: Alar Soever

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Clerk: Corrina Giles

The Corporation of The Municipality of West-Grey

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Mayor: Christine Robinson

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Clerk: Genevieve Scharback