

# The Corporation of the Municipality of Brockton



## By-Law 2022-116

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Being a By-Law to Enter into an Memorandum of Agreement with the County of Bruce, Municipality of Arran-Elderslie, Township of Huron-Kinloss, Municipality of Kincardine, Town of Saugeen Shores, Municipality of South Bruce, and Municipality of Northern Bruce Peninsula in Order to Participate in the Extension of the Municipal Innovation Council.

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**Whereas** the Town of Saugeen Shores signed a Memorandum of Understanding with the Nuclear Innovation Institute's Applied Research Hub to coordinate a Municipal Innovation Council ("MIC") with the goal of finding collaborative solutions to common municipal challenges;

**And Whereas** the MIC was formed in 2020 by the Participating Municipalities with the initial priorities endorsed by the representatives and Councils of each of the Participating Municipalities, being construction and infrastructure, municipal sustainability, information technology and digital enhancements, and liveable communities;

**And Whereas** the MIC has successfully undertaken studies and pilot projects and provided solutions that resulted in significant cost savings, and the Corporation of the Municipality of Brockton and Participating Municipalities are desirous of extending the partnership for an additional term ending December 31, 2025.

**And Whereas** the Municipality of Brockton wishes to enter into an Agreement with the County of Bruce, Municipality of Arran-Elderslie, Township of Huron-Kinloss, Municipality of Kincardine, Town of Saugeen Shores, Municipality of South Bruce, and Municipality of Northern Bruce Peninsula in order to participate in the extension of the Municipal Innovation Council;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton **Enacts as Follows:**

- 1.0 That the Council of the Corporation of the Municipality of Brockton hereby authorizes entering into an Agreement with the County of Bruce, Municipality of Arran-Elderslie, Township of Huron-Kinloss, Municipality of Kincardine, Town of Saugeen Shores, Municipality of South Bruce, and Municipality of Northern Bruce Peninsula in order to participate in the extension of the Municipal Innovation Council as contained in the attached Schedule "A" to this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign the agreement with the County of Bruce, Municipality of Arran-Elderslie, Township of Huron-Kinloss, Municipality of Kincardine, Town of Saugeen Shores, Municipality of South Bruce, and Municipality of Northern Bruce Peninsula.
- 3.0 That this By-Law shall come into effect upon final passage.
- 4.0 This By-Law may be cited as the "Municipal Innovation Council Extension Agreement By-Law".

**Read, Enacted, Signed and Sealed this 9th day of August, 2022.**

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Mayor – Chris Peabody

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Director of Legislative and Legal Services (Clerk) –  
Fiona Hamilton

**Schedule A to By-Law 2022-**  
**MEMORANDUM of AGREEMENT**

Made as of the 1<sup>st</sup> day of January, 2023.

**B E T W E E N**

**THE CORPORATION OF THE COUNTY OF BRUCE**  
**(hereinafter referred to as “Bruce County”)**  
**-AND-**

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE**  
**(hereinafter referred to as “Arran-Elderslie”)**  
**-AND-**

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON**  
**(hereinafter referred to as “Brockton”)**  
**-AND-**

**THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS**  
**(hereinafter referred to as “Huron-Kinloss”)**  
**-AND-**

**THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE**  
**(hereinafter referred to as “Kincardine”)**  
**-AND-**

**THE CORPORATION OF THE TOWN OF SAUGEEN SHORES**  
**(hereinafter referred to as “Saugeen Shores”)**  
**-AND-**

**THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE**  
**(hereinafter referred to as “South Bruce”)**

**-AND-**

**THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA**

**(hereinafter referred to as “Northern Bruce Peninsula”)**

**-AND-**

**(all of which shall be collectively referred to as the  
“Participating Municipalities”)**

**WHEREAS** Saugeen Shores signed a Memorandum of Understanding with the Nuclear Innovation Institute’s (“NII”) Applied Research Hub to coordinate a Municipal Innovation Council (“MIC”) with the goal of finding collaborative solutions to common municipal challenges;

**AND WHEREAS** the MIC was formed in 2020 by the Participating Municipalities with the initial priorities endorsed by the representatives and Councils of each of the Participating Municipalities, being construction and infrastructure, municipal sustainability, information technology and digital enhancements, and livable communities;

**AND WHEREAS** the MIC has successfully undertaken studies and pilot projects and provided solutions that resulted in significant cost savings, the Participating Municipalities are desirous of extending the partnership for an additional term ending December 31, 2025.

**NOW THEREFORE:**

1. The MIC shall be comprised of Participating Municipalities that shall be required to provide a financial contribution in accordance with paragraph 4 below.
2. The term of this Agreement shall commence on January 1, 2023 and terminate on December 31, 2025.
3. The purpose and objective of the MIC will be to find savings, efficiencies, and ways to improve service delivery for residents and build strong, resilient communities.
4. Each Participating Municipality shall provide an annual financial contribution to the MIC for operating costs that will support staffing, research and implementation during the term of the Agreement. The financial contribution allocated to each of the Participating Municipalities, except for Bruce County, shall be an annual base rate of \$12,000.00 plus \$2.50 per household as determined using the 2016 Statistics Canada Census of Population. More particularly, the annual financial contribution for each Participating Municipality except for Bruce County is outlined below:

a. Saugeen Shores	\$30,915.00
b. Huron-Kinloss	\$22,092.00
c. Brockton	\$22,630.00
d. Kincardine	\$26,707.00
e. South Bruce	\$17,952.00
f. Northern Bruce Peninsula	\$24,672.00
g. Arran-Elderslie	\$19,575.00

5. The annual financial contribution to the MIC from Bruce County shall be the amount of \$50,000.00.
6. The annual financial contribution allocated to each of the Participating Municipalities shall be paid to the Lead Municipality, as defined in paragraph 18., by March 31 of every year of the term of this Agreement.
7. In the event that further monies or additional funds are required for the administration of operation of the MIC as determined by the MIC, the additional funding shall be authorized by the Councils of the Participating Municipalities and allocated in the same proportions as set out in paragraph 4 above.
8. The MIC will review and approve an annual budget by March 31 each year with expenses report to MIC Members. The Participating Municipalities agree that the MIC will follow the lead municipalities Purchasing and Procurement Policy as amended or replaced from time to time.
9. Each of the Participating Municipalities shall appoint a staff person to represent that municipality as a Member to the MIC for the term of the Agreement outlined above. The approval of such staff person shall be by resolution of the Councils of the Participating Municipalities and filed with the MIC Secretary.
10. Each Member shall be entitled to one (1) vote on all matters, including which projects having financial implication to advance and assign to the Program Director, shall be determined by majority vote.
11. The individuals appointed to the MIC by the Participating Municipalities shall not receive any payment or compensation for their participation by the MIC or the NII. The Participating Municipalities shall ensure the appointed representatives have appropriate insurance coverage in place through their respected municipal insurance policies.

12. A majority of Members of the MIC shall constitute a quorum.
13. Meetings may be held electronically and Members shall be entitled to participate electronically by video conference or telephone. Members participating electronically shall count towards determining quorum. Email participating and voting shall not be permitted.
14. Meetings of the MIC shall be open to the public unless the matter being discussed falls into one of the exceptions described in s. 239 (2) and (3) or (3.1), of the *Municipal Act, 2001* (Ontario). The MIC shall pass a resolution stating the fact of holding a meeting closed to the public and the general nature of the matter to be considered prior to entering into a closed session.
15. The procedure and rules of voting for the MIC shall be governed in accordance with the lead Municipalities Consolidated Procedural By-law as may be amended or replaced from time to time with such deviations as may be required for context or unless specified in a document to be adopted by the MIC.
16. Notice of meeting shall be provided to all Members and the general public in accordance with the procedures established in Saugeen Shores for the provision of giving notice.
17. The Members of the MIC as representatives of the Participating Municipalities shall be responsible for the following:
  - a. Attending and actively participating in MIC meetings;
  - b. Act as a point of contact for the municipality that appointed the Member and act as a supporter for change within that municipality;
  - c. Participate and share in priority setting, strategic planning and evaluation review for the MIC;
  - d. Approve the annual budget with expenses report the MIC on a quarterly basis;
  - e. Collectively define the work plan for the Program Director;
  - f. Provide information specific to the municipality that appointed the Member necessary for any studies or projects undertaken by the MIC;
  - g. Demonstrate a collaborative and courteous attribute and innovating thinking;
18. Saugeen Shores shall act as the “Lead Municipality” for the MIC throughout the entirety of the term of this Agreement. Should another Municipality desire to become the Lead Municipality this shall be put forth in writing to the MIC for consideration at a new term of the Agreement.

19. The Lead Municipality shall be responsible for the following:

- a. Coordinating and securing partnerships for the MIC and ensuring local communities are engaged and informed;
- b. Appointing a Member to the MIC who shall also act as the Chairperson for the MIC and main liaison for the Program Director of the MIC;
- c. Responsible for the service arrangements and agreements to deliver the MIC programs and initiatives, including the employment of the position for Program Director;
- d. Responsible for creating a draft budget and ongoing budgetary reporting to the MIC;
- e. Operational oversight of the work planning and execution of projects approved by the MIC.
- f. The member of the Lead Municipality shall serve as the MIC representative on the NII Board of Directors.

20. The Program Director shall provide an annual in-person report to the Councils of the Participating Municipalities.

21. The Secretary for the MIC shall be supplied by one of the Participating Municipalities and approved by resolution of the MIC. The Secretary shall serve in the position for the term of the Agreement, unless otherwise agreed by the parties. The Secretary shall be responsible for:

- a. Working with the Chair to prepare and circulate the Agenda;
- b. Assisting the Chair with providing notice of the meetings of the MIC;
- c. Preparing the minutes of the MIC meetings, with such minutes to record all decision made by the MIC, the attendance of all Members and a summary of discussion as necessary to provide context for the decisions. The minutes shall otherwise be prepared without note or comment;
- d. Once approved, the Secretary shall forward the approved MIC minutes to the Clerks of the Participating Municipalities to be distributed in accordance with the applicable local procedures.

22. While the Participating Municipalities shall each provide a financial contribution to jointly fund the operations of the MIC, which such operations shall include the hiring of the Program Director, the parties hereto acknowledge and agree that the Program Director is in no way an employee, dependent or independent contractor, of Bruce County, Arran-Elderslie, Brockton, Huron-Kinloss, Kincardine, South Bruce and/or Northern Bruce Peninsula. The Lead

Municipality will enter into an employment contract with the Program Director for the duties required under this agreement.

23. The provision of funding shall in no way constitute an employer-employee arrangement, a partnership agreement, joint venture or agency relationship between the parties, including vis-à-vis the Program Director or any other employees engaged to undertake the projects of the MIC.
24. If any other municipality not already a party to this agreement at the date of its execution desires to subsequently join and participate in the MIC, it may apply in writing to the Participating Municipalities and its acceptance and funding contribution shall be subject to the approval of the parties to this Agreement.
25. Any dispute between the parties arising pursuant to this agreement shall be finally resolved pursuant to binding arbitration in accordance with the *Arbitration Act, 1991* (Ontario).
26. The provisions of this Agreement are severable, and if any are determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions.
27. This Agreement represents the entire agreement between the parties and supersedes any and all other memorandums of agreement between the parties in relation to the MIC. Changes or modifications will not be valid unless it is in writing and signed by all parties.
28. This Agreement shall be governed by and construed in accordance with the law of Canada and the law of the Province of Ontario applicable therein.
29. This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto, and their successors and assigns.
30. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both or which shall constitute one and the same agreement. The counterparts of this Agreement 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 reply on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**IN WITNESS WHEREOF:**

**SIGNED AND DELIVERED:**

**In the presence of:**

**THE CORPORATION OF THE COUNTY OF BRUCE**

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**Warden: Janice Jackson**

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**Clerk: Linda White**

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE**

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**Mayor: Steve Hammell**

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**Clerk: Christine Fraser-McDonald**

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON**

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**Mayor: Chris Peabody**

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**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:** Gerry Glover

**Clerk:** Jennifer Lawrie

**THE CORPORATION OF THE TOWN OF SAUGEEEN SHORES**

**Mayor:** Luke Charbonneau

**Clerk:**

**THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE**

**Mayor:** Robert Buckle

**CAO/Clerk:** Leanne Martin

**THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE  
PENINSULA**

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**Mayor: Milt McIver**

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**Clerk: Cathy Addison**