

The Corporation of the Municipality of Brockton



By-Law 2023-076

Being a By-Law to Authorize an Amended Memorandum of Understanding with the Ministry of Community Safety and Correctional Services, as Represented by the Ontario Provincial Police South Bruce Detachment to Arrange for an Alternate Service Delivery Location

Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

And Whereas Section 6(1) of the *Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9* and Section 7 of Ontario Regulation 380/04 require the Continuity of Operations Plan to include an arrangement for an Alternate Service Delivery Location, in the event an emergency situation prevents operations from continuing in the usual business premises;

And Whereas on August 24, 2021, the Council of the Corporation of the Municipality of Brockton entered into a Memorandum of Understanding with the Ministry of Community Safety and Correctional Services, as Represented by the Ontario Provincial Police South Bruce Detachment for the arrangement of an alternate service delivery location as per By-Law 2021-115;

And Whereas the previous Memorandum of Understanding requires an amendment to reference a new Detachment Commander for the South Bruce Ontario Provincial Police;

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 hereby enters into an amended Memorandum of Understanding with the Ministry of Community Safety and Correctional Services, as Represented by the Ontario Provincial Police South Bruce Detachment for the arrangement of an alternate service delivery location contained in the attached Schedule "A" to this By-Law.
- 2.0 That the Chief Administrative Officer is hereby authorized to sign this Memorandum of Understanding, and any minor amendments as required.
- 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 "Amend OPP Alternate Service Delivery Memorandum of Understanding By-Law".

Read, Enacted, Signed and Sealed this 8th day of August, 2023.

Mayor – Chris Peabody

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

Ministry of Community Safety and Correctional Services
Ontario Provincial Police- South Bruce Detachment

AND

The Municipality of Brockton

Attention:
Sonya Watson
Chief Administrative Officer
Municipality of Brockton

1. PURPOSE

Pursuant to Section 6 (1) of the *Emergency Management and Civil Protection Act* and Section 7 of Ontario Regulation 380/04, the branch's Continuity of Operations Plan must include an arrangement for an Alternate Service Delivery Location (ASDL), in the event an emergency situation prevents operations from continuing in the usual business premises.

Accordingly, South Bruce OPP and the Municipality of Brockton have come to an agreement that in the event that the South Bruce OPP must relocate its operations due to an emergency situation, the Greenock Municipal Building site will be used by South Bruce OPP as an ASDL. Workstations, boardroom table and furnishings, telephones and I & IT hook-ups located in this area and the COOP "recovery box," which is stored at the ASDL, will be made available to South Bruce OPP staff.

This Memorandum of Understanding (MOU) sets out the Terms and Conditions under which facilities occupied by the Municipality of Brockton will be utilized by the South Bruce OPP as an ASDL.

2. TERM

The term of this MOU shall commence on the date that it is signed by both parties, and continue until terminated by either or both parties. This MOU will be reviewed annually by both parties, and amendments, as needed, will be made in writing.

3. PARTIES

The parties to this agreement are:

- Municipality of Brockton; and,
- South Bruce OPP, Ministry of Community Safety and Correctional Services

4. CONTACT OFFICERS

For all administrative and other matters impacting on the smooth operation of this MOU, South Bruce OPP and the Municipality of Brockton contact officers and their alternates, along with contact information, have been identified and noted in the South Bruce OPP COOP. This contact list will be reviewed and updated by both parties, on a regular basis, to ensure continued accuracy.

5. ROLES AND RESPONSIBILITIES

To arrange access to the ASDL in the event of an emergency, identified officers of the South Bruce OPP will contact officers of the Municipality of Brockton as per the protocol outlined in the South Bruce OPP COOP.

The Municipality of Brockton will facilitate access to its premises for South Bruce OPP staff as may be required.

A copy of the current approved South Bruce OPP COOP will be provided to the Municipality of Brockton, to enable appropriate Municipality of Brockton staff to understand the nature of the continuing business of the South Bruce OPP Time Critical Services.

The South Bruce OPP COOP coordinator will meet with assigned Municipality of Brockton staff to ensure a seamless operational transition in the event of an emergency, throughout the term of this MOU.

6. GENERAL TERMS AND CONDITIONS

Effective Date: The term of this Memorandum of Understanding shall be from the date of signature to the date of termination by one or both parties, in accordance with the following terms.

Termination: Either party may terminate this Agreement at any time, without fault and without liability, upon two (2) weeks notice in writing to the other party.

Length of Occupation: The South Bruce OPP may occupy the space provided by the Municipality of Brockton for a period not to exceed two months, unless agreed to by both parties.

Storage of Recovery Box: the Municipality of Brockton agrees to allow the South Bruce OPP on-site storage of a Recovery Box; reasonable access will be granted to the South Bruce OPP staff for the purpose of updating Recovery Box contents from time to time. Access to the Recovery Box will be limited to those persons noted on the approved South Bruce OPP contact list.

Periodic Review: On an annual basis, and from time to time as circumstances require, this MOU will be reviewed and amended if necessary, upon agreement by both parties.

Dispute Resolution: Where any dispute or alleged default arises under this MOU, both parties agree that they will take all necessary steps to resolve the dispute/alleged default by mutual agreement, using the following procedures:

The South Bruce OPP and the Municipality of Brockton COOP officers will undertake the initial negotiation on the matter in dispute. Unresolved issues will be referred to Staff Sergeant and the Clerk of the Municipality of Brockton.

Where the issue remains unresolved, the matter may be referred to the Detachment Commander, Inspector Keegan Wilcox and Chief Administrative Officer Sonya Watson, for resolution.

Confidentiality: Neither party shall disclose or publish at any time, any of the information provided or any information obtained, conceived of, originated, discovered or developed in the course of the performance of the parties' duties and obligations under this agreement without prior written consent of the other party. Both parties shall use Ministry/Agency information only to fulfill its obligations under this Agreement and for no other purpose.

Notices: Notices under this Agreement shall be in writing and sent by personal delivery or by ordinary prepaid mail. Notices by personal delivery shall be deemed to have been received at the time of delivery. Notices by mail shall be deemed to have been received on the fourth business day after the date of mailing.

5. SIGNATURES

ORIGINAL SIGNED BY

Inspector Keegan Wilcox, Detachment Commander, South Bruce	Date
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ORIGINAL SIGNED BY

Chief Administrative Officer Sonya Watson, Municipality of Brockton	Date
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Schedule A: Memorandum of Understanding -Alternate Service Delivery Location

