

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

BY-LAW NO. 40-2021

Being a By-law to Authorize an Agreement with the County of Bruce, County of Grey and Participating Lower Tier Municipalities, including the Municipality of Arran-Elderslie to Develop a Joint Community Safety & Well-Being Plan

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, as amended, provides a municipality with natural person powers;

AND WHEREAS the Municipality wishes to execute an Agreement with the County of Bruce, County of Grey and participating lower tier municipalities to develop a Joint Community Safety & Well-Being Plan;

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:

1. THAT the Municipality executes an Agreement and will be in force once all parties have signed the agreement.
2. THAT the Mayor and Clerk be and are hereby authorized to execute said Agreement on behalf of the Corporation.
3. THAT a copy of said Agreement be attached hereto and form part of this By-law as Schedule A.
4. That By-law No. 75-2020, be hereby rescinded.
5. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a FIRST and SECOND time this 14th day of June, 2021.

READ a THIRD time and finally passed this 14th day of June, 2021.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

Schedule A to By-Law

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 Witnesseth 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**

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**

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**

Mayor: John Woodbury

Clerk: Lindsey Green

**The Corporation of The Town of The
Blue Mountains**

Mayor: Alar Soever

Clerk: Corrina Giles

**The Corporation of The Municipality
of West-Grey**

Mayor: Christine Robinson

Clerk: Genevieve Scharback