

VILLAGE OF POINT EDWARD

By law Number 37 of 2020

*"Being a By-law to enter into an Agreement
with The Corporation of the County of Lambton and The Village of
Point Edward for the Purpose of Developing a Community Safety
Wellbeing Plan*

WHEREAS The County is the upper-tier municipality in Lambton County; and

WHEREAS Each of the Participating Municipalities are lower tier municipalities in Lambton County; and

WHEREAS Each of the Participating Municipalities are required to prepare and adopt, by resolution, a Community Safety and Wellbeing Plan (as defined below) in accordance with the requirements of Part XI of the *Police Services Act*; and

WHEREAS Each of the Participating Municipalities wish to work together to develop their respective community safety and well-being plans and, to that end, wish to collaborate and establish a joint oversight committee for those purposes; and

WHEREAS in an effort to coordinate their activities contemplated in the recital above, the Participating Municipalities have asked the County to assist in coordinating the activities of the oversight committee and, secondly, retaining a third party service provider to assist the oversight committee in preparing drafts and final copies of their respective Community Safety and Wellbeing Plan; and

WHEREAS The County has agreed to assist in coordinating the Participating Municipalities' oversight committee and retaining, upon receipt of the recommendation of the oversight committee, a third-party service provider to assist the oversight committee develop and complete the Participating Municipalities' Community Safety and Wellbeing Plan.

NOW THEREFORE be it resolved:

1. THAT the Corporation of the Village of Point Edward enter into an Agreement with The Corporation of the County of Lambton for the purpose of developing a Community Safety and Wellbeing Plan;
2. THAT Schedule "A" attached to this by-law is the Agreement.
3. THAT the Mayor and Clerk be authorized to execute the Agreement and any related documents and affix to it the corporate seal.

Community Safety and Wellbeing Plan Participation Agreement

This Participation Agreement is made as of this 27th day of October, 2020

BETWEEN:

THE CORPORATION OF THE COUNTY OF LAMBTON
(hereinafter, the "County")

and

the **PARTICIPATING MUNICIPALITIES**
listed in Appendix "A" attached hereto
(hereinafter, the "Participating Municipalities")

and

COMMUNITY SAFETY WELLBING PLANNING OVERSIGHT COMMITTEE
(hereinafter, the "Oversight Committee")

RECITALS:

- A. The County is the upper-tier municipality in Lambton County;
- B. Each of the Participating Municipalities are lower tier municipalities in Lambton County;
- C. Each of the Participating Municipalities are required to prepare and adopt, by resolution, a Community Safety and Wellbeing Plan (as defined below) in accordance with the requirements of Part XI of the *Police Services Act*;
- D. Each of the Participating Municipalities wish to work together to develop their respective community safety and well-being plans and, to that end, wish to collaborate and establish a joint oversight committee for those purposes;
- E. In an effort to coordinate their activities contemplated in recital D above, the Participating Municipalities have asked the County to assist in coordinating the activities of the oversight committee and, secondly, retaining a third party service provider to assist the oversight committee in preparing drafts and final copies of their respective Community Safety and Wellbeing Plan;

- F. The County has agreed to assist in coordinating the Participating Municipalities' oversight committee and retaining, upon receipt of the recommendation of the oversight committee, a third-party service provider to assist the oversight committee develop and complete the Participating Municipalities' Community Safety and Wellbeing Plan.

NOW THEREFORE for valuable consideration received, which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions

In this Agreement, the following capitalized terms have the following meaning:

- (a) "**Community Safety and Wellbeing Plan**" means the community safety wellbeing plan mandated pursuant to Part XI of the *Police Services Act* and meeting the requirements thereof and that of any other applicable legislation, prepared in accordance with and in reference to the Province of Ontario's Community Safety and Wellbeing Planning Framework.
- (b) "**Participating Municipalities**" means those municipal corporations identified in Appendix "A" attached hereto.
- (c) "**Oversight Committee**" means, together, the individuals and positions listed in Appendix "B" attached hereto which, together, constitute an advisory committee for purposes of Part XI of the *Police Services Act* and, specifically, for purposes of developing and recommending a Community Safety and Wellbeing Plan.

2. Participating Municipalities - Establishment of Oversight Committee

- (a) Each of the Participating Municipalities hereby agree and consent to the establishment of the Oversight Committee and to that Oversight Committee carrying out, on behalf of the Participating Municipalities, and with the assistance of a third-party service provider to be retained by the County pursuant to section 4 below, the necessary activities, consultations and responsibilities set out in, and in accordance with, Part XI of the *Police Services Act*, and for the said Oversight Committee to prepare and recommend to each of the Participating Municipalities a draft Community Safety and Wellbeing Plan for the Participating Municipalities own consideration and adoption.

3. Oversight Committee

- (a) Each of the individuals listed in Appendix "A" attached hereto hereby agree and consent to forming the Oversight Committee and performing, with the assistance of a third-party service provider to be retained by the County pursuant to section 4 below, the consultations, reviews, studies required pursuant to Part XI of the *Police Services Act* to prepare a draft Community Safety and Wellbeing Plan for presentation and recommendation to each of the Participating Municipalities.
- (b) The County shall not be responsible or liable for any wages, benefits, or other compensation owing to any of the members of the Oversight Committee for any work performed by those members on the Oversight Committee, other than for the wages, benefits and compensation payable to the County's own employees who are members of the Oversight Committee. Members of the Oversight Committee and Participating Municipalities shall make their own arrangements for compensation (wages, benefits, etc...).
- (c) The County, members of the Oversight Committee and Participating Municipalities shall not be liable or otherwise responsible for any actions, inactions, omissions and/or negligence of the Oversight Committee and/or any of its members in the performance of their obligations under Part XI of the *Police Services Act* and in the preparation of a Community Safety and Wellbeing Plan, and neither the County, members of the Oversight Committee nor any Participating Municipalities shall have any claims against any other party hereto for any actions, inactions, omissions and/or negligence or any other party in relation thereto. Each party hereto hereby releases the other parties for any such claims, damages and losses incurred, or alleged, in relation the performance of any obligation, consultation, study, etc... set out in Part XI of the *Police Services Act* and/or arising in the preparation of the Community Safety and Wellbeing Plan.
- (d) Save and except for executing its obligations set out herein, the members of the Oversight Committee shall have no other obligation to the County and/or to any of the Participating Municipalities hereunder and to the other members of the Oversight Committee, and no member of the Oversight Committee shall incur or otherwise be liable in his or her personal capacity to the County and/or any of the Participating Municipalities or to each other for any losses, damages and/or claims suffered by any of them for anything or any matter arising under this Agreement.

4. County Obligations, Third Party Service Provider Retainer, Grant Application and Reimbursement from Participating Municipalities

County Retains Service Provider on Behalf of Participating Municipalities and Oversight Committee

(a) The County hereby agrees to, only:

- a. coordinate the activities of the Oversight Committee so that the Oversight Committee, with the assistance of a third-party service provider and a sub-advisory committee, performs the tasks and deliverables set out in Part XI of the *Police Services Act* and prepares a final draft Community Safety and Wellbeing Plan for review, consideration and adoption by each of the Participating Municipalities; and
- b. retain, for the benefit of the Oversight Committee and each of the Participating Municipalities, a third party service provider recommended and selected by the Oversight Committee to prepare a Community Safety and Wellbeing Plan and to assist the Oversight Committee perform and complete any and all other tasks and deliverables set out in Part XI of the *Police Services Act*, and to pay that service provider's invoices for services rendered up to, in the aggregate, \$50,000.00 (inclusive of H.S.T.), provided that such invoices are submitted to the County by the service provider by no later than February 28, 2021.

(b) For greater certainty, the County assumes no liability and/or responsibility for any losses, claims, disputes and/or damages claimed and/or sustained by any person in connection with the works of the Oversight Committee and the Community Safety and Wellbeing Plan and anything related thereto, and each of the Participating Municipalities and Oversight Committee hereby releases and agrees to jointly and severally defend and indemnify the County from any such liability and/or responsibility.

Oversight Committee to Apply For Funding

(c) The Oversight Committee shall or shall cause the Oversight Committee and/or one or more of its members on behalf of the Oversight Committee or such other person benefitting from the works of the Oversight Committee to apply, as soon as possible, for any and all financial grant(s) and/or other source of funding offered or otherwise available from any other party including the Province of Ontario and any of its ministries to pay for the costs of: (a) retaining the third-party service provider and any and all fees associated with that person's

services, (b) preparing the Community Safety and Wellbeing Plan, and (c) any other costs incurred by the Oversight Committee. Upon request, the Oversight Committee shall provide the County within ten (10) days of the County's written request whatever reasonable information the County requests of the Oversight Committee in regards to the status of any application and/or efforts made by the Oversight Committee and/or any of its members in applying for such financial grants and/or other source of funding. The Oversight Committee shall forward any and all financial grants and/or sources of funding to the County for the County to apply towards the costs incurred by the County in paying the fees payable to the third-party service provider retained pursuant to and for the purposes of paragraph (a) above.

Participating Municipalities to Reimburse County

- (d) Each of the Participating Municipalities agrees to reimburse the County its share of the difference between:
- (i) the costs incurred by the County, up to \$50,000.00 (inclusive of H.S.T), in payment of the third party service provider's invoices for services rendered for the purposes of paragraph (a) above; and
 - (ii) the monies received by the County from third party sources secured by the Oversight Committee in reimbursement thereof,

that remains outstanding and owing to the County as at March 31, 2021, in each of the Participating Municipalities' share set out in column B of Appendix "A" attached hereto. The County shall invoice each Participating Municipalities' share of such outstanding contribution and each Participating Municipalities shall pay the County's invoice within thirty (30) days of the date of the County's invoice.

5. Records, Reports

- (a) The County agrees to keep records of all invoices paid by the County to the third-party service provider pursuant to this Agreement and to make those records available to each of the Participating Municipalities within ten (10) days of receiving a written request therefor.

6. Notices

- (a) Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by registered mail, or sent by facsimile addressed to the other party(ies) to, in the case of the County and/or any of the Participating Municipalities, the attention of the "Clerk" of that party at the address publicly available for such party(ies), and in the case of the Oversight Committee, to the attention of the County-appointed emergency management professional member of the Oversight Committee.

7. Amendments

- (a) This Agreement may not be amended except by written agreement of all of the parties hereto. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by an authorized representative of each party.

8. Governing Law

- (a) This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

9. Entire Agreement

- (a) This Agreement and its Appendices "A" and "B" constitute together the entire Agreement between the parties hereto on the subject matter hereof and supersedes all previous expectations, understandings, communications, representations and agreement whether verbal or written between the parties with respect to the subject matter hereof and may not be modified except by subsequent agreement in writing by the parties.

10. Counterparts

- (a) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Communication of an executed copy of this Agreement, or of any counterparts thereto, by facsimile transmission or electronically in portable document format (PDF) shall constitute good and effective delivery.

The parties have executed this Participation Agreement on this ____ day of _____, 2020.

[signature page follows]

The Corporation of the Municipality of Brooke-Alvinston

Mayor Clerk

The Corporation of the Township of Enniskillen

Mayor Clerk

The Corporation of the Township of Dawn-Euphemia

Mayor Clerk

The Corporation of the Municipality of Lambton Shores

Mayor Clerk

The Corporation of the Town of Petrolia

Mayor Clerk

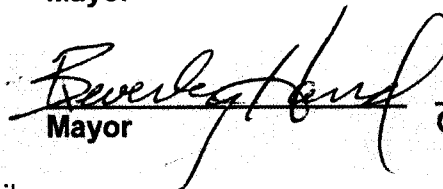
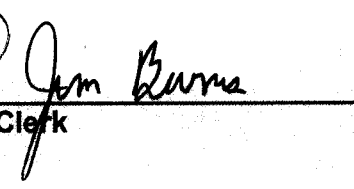
The Corporation of the Town of Plympton-Wyoming

Mayor Clerk

The Corporation of the Township of St. Clair

Mayor Clerk

The Corporation of the Village of Point Edward

Mayor Clerk

The Corporation of the Village of Oil Springs

Mayor Clerk

The Corporation of the Township of Warwick

Mayor Clerk

The Corporation of the City of Sarnia

Mayor Clerk

The Corporation of the County of Lambton

Warden Clerk

Oversight Committee

By all of its members:

_____	_____
_____	_____
_____	_____
_____	_____

Appendix "A"

Participating Municipal Corporations

<u>Column A</u>	<u>Column B</u>
Participating Municipality	Percentage of Share of Amount Payable to the County in Reimbursement of any Sums Outstanding for Third-Party Service Provider Costs
The Corporation of the Municipality of Brooke-Alvinston	2.1%
The Corporation of the Township of Enniskillen	2.3%
The Corporation of the Township of Dawn-Euphemia	3.1%
The Corporation of the Municipality of Lambton Shores	13.7%
The Corporation of the Town of Petrolia	3.2%
The Corporation of the Town of Plympton-Wyoming	7%
The Corporation of the Township of St. Clair	14%
The Corporation of the Village of Point Edward	2.3%
The Corporation of the Village of Oil Springs	0.3%
The Corporation of the Township of Warwick	3%
The Corporation of the City of Sarnia	49%

Appendix "B"

Oversight Committee Members

Name	Employer	Position with Employer
Bill Weber	County of Lambton	Warden
Norm Hansen	Sarnia Police Services	Chief
Ryan Olmstead	Ontario Provincial Police	Detachment Commander
Andrew Taylor*	County of Lambton	General Manager, Public Health
Kevin Williams	Lambton Shores	Chief Administrative Officer

*Jay VanKlinken, Emergency Management Coordinator, and Valerie Colasanti, General Manager, Social Services, County of Lambton, serve as alternate to Andrew Taylor