

MEMORANDUM OF UNDERSTANDING

BETWEEN

Ministry of Community Safety and Correctional Services
Ontario Provincial Police – Haldimand County Detachment (the “OPP”)

AND

Haldimand County (the “County”)

1. PURPOSE

Pursuant to Section 6 (1) of the *Emergency Management and Civil Protection Act* and Section 7 of Ontario Regulation 380/04, the Ontario Provincial Police – Haldimand County Detachment’s Continuity of Operations Plan (COOP) 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, this Memorandum of Understanding (MOU), between the Ontario Provincial Police (OPP) and Haldimand County, sets out the Terms and Conditions whereby, in the event the OPP – Haldimand County Detachment must relocate its operations due to an emergency situation, a County owned facility may be temporarily used by the 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:

- Haldimand County; and,
- Ontario Provincial Police (Haldimand Detachment) , Ministry of Community Safety and Correctional Services

4. CONTACTS/AUTHORIZED REPRESENTATIVES

For all administrative and other matters impacting on the smooth operation of this MOU, Haldimand County authorized representatives and OPP contact officers and their alternates, along with contact information, have been identified and noted in the OPP Haldimand County 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 Ontario Provincial Police will contact the authorized representative from Haldimand County as per the protocol outlined in the OPP Haldimand County COOP.

Haldimand County will facilitate access to its premises for Ontario Provincial Police staff as may be required (e.g., arranging with building security staff to grant access cards to OPP staff). Workstations, a boardroom table and furnishings, telephones located in this area and the COOP “recovery box,” which is stored at the ASDL, will be made available to OPP staff.

A copy of the current approved OPP Haldimand County COOP will be provided to Haldimand County, to enable appropriate Haldimand County staff to understand the nature of the continuing business of the Ontario Provincial Police Time Critical Services.

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

In the event that costs are incurred by the County related to the OPP’s use of the ASDL, the OPP agrees to consider reimbursement of any such incremental costs. The OPP also agrees to fully indemnify and hold harmless the County from and against all losses or claims made pursuant to the activities carried out by the OPP at the ASDL.

6. GENERAL TERMS AND CONDITIONS

ASDL Facility: The County has agreed to the primary and secondary sites as shown on Schedule “A” to this MOU.

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 Ontario Provincial Police may temporarily occupy the space provided by Haldimand County for a period not to exceed 30 days, unless otherwise agreed to by both parties.

Storage of Recovery Box: Haldimand County agrees to provide the Ontario Provincial Police with on-site storage of a COOP Recovery Box (plastic Storage containers); reasonable access will be granted to OPP staff for the purpose of updating the Recovery Box contents from time to time. Access to the Recovery Box will be limited to those persons noted on the approved OPP Haldimand County 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 Ontario Provincial Police and Haldimand County COOP officers will undertake the initial negotiation on the matter in dispute. Unresolved issues will be referred to the OPP Haldimand County Staff Sergeant and applicable Haldimand County General Manager.

Where the issue remains unresolved, the matter may be referred to the OPP Haldimand County Detachment Commander and Haldimand County Chief Administrative Officer 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 **2018**

Phil Carter, Detachment Commander, OPP Haldimand County Date

ORIGINAL SIGNED BY **2018**

Karen General,
General Manager of Corporate Services, Haldimand County Date

SCHEDULE “A”

MAP & DIRECTIONS TO

ALTERNATE SERVICE DELIVERY LOCATION (ASDL)

The Primary site has been identified as the Dunnville Extended Service Office (ESO) located at 117 Forest Street East Dunnville Ont. (905) 774-7411

Map / Driving Instructions:

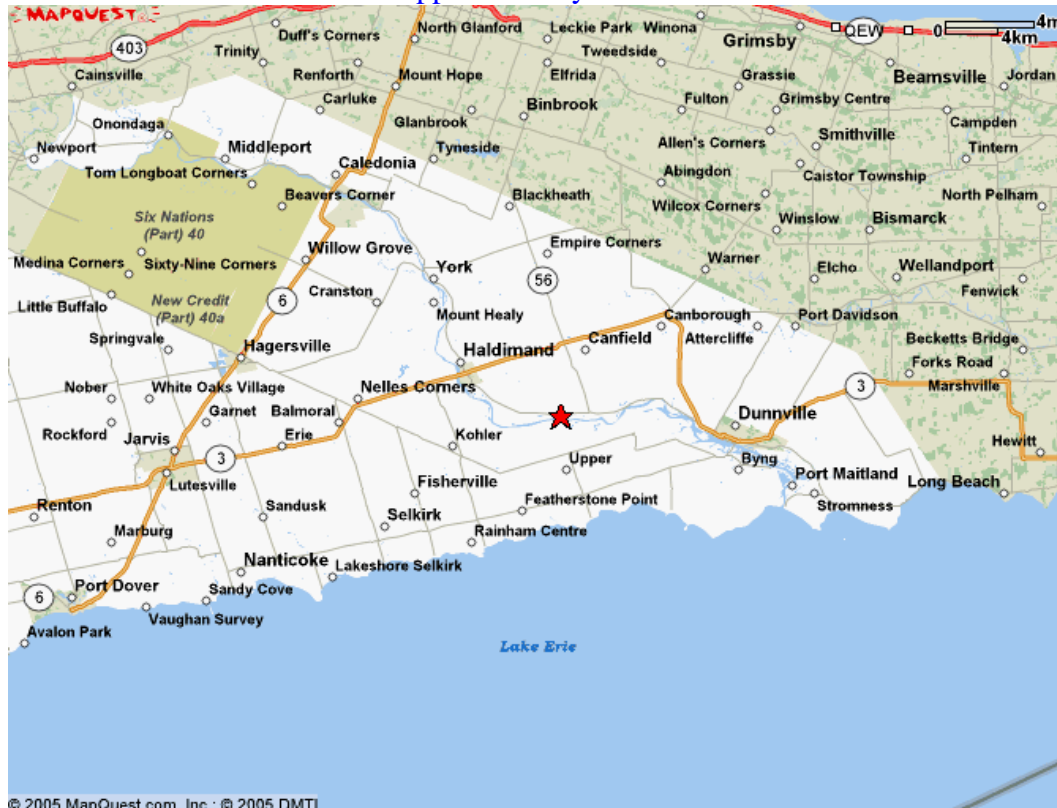
Primary Route:

- Proceed Eastbound on Highway # 3 from Cayuga to River Road (Regional Road 17); continue to follow Regional Road 17 to Dunnville which turns into Main Street.
- Turn Left on to George Street
- Turn Right on to Broad Street
- Turn Left onto Cedar Street
- Turn Right onto Forest Street East

Secondary Route:

- From Cayuga continue Eastbound on Highway #3 and follow signs to Dunnville
- Follow the directions above from George Street.

Estimated Time 15 minutes Approximately 14.5 Km



© 2005 MapQuest.com, Inc.; © 2005 DMTI

Secondary Site:

Hagersville Fire Station # 2, 124 Main Street South, Hagersville, ON

Map / Driving Instructions:

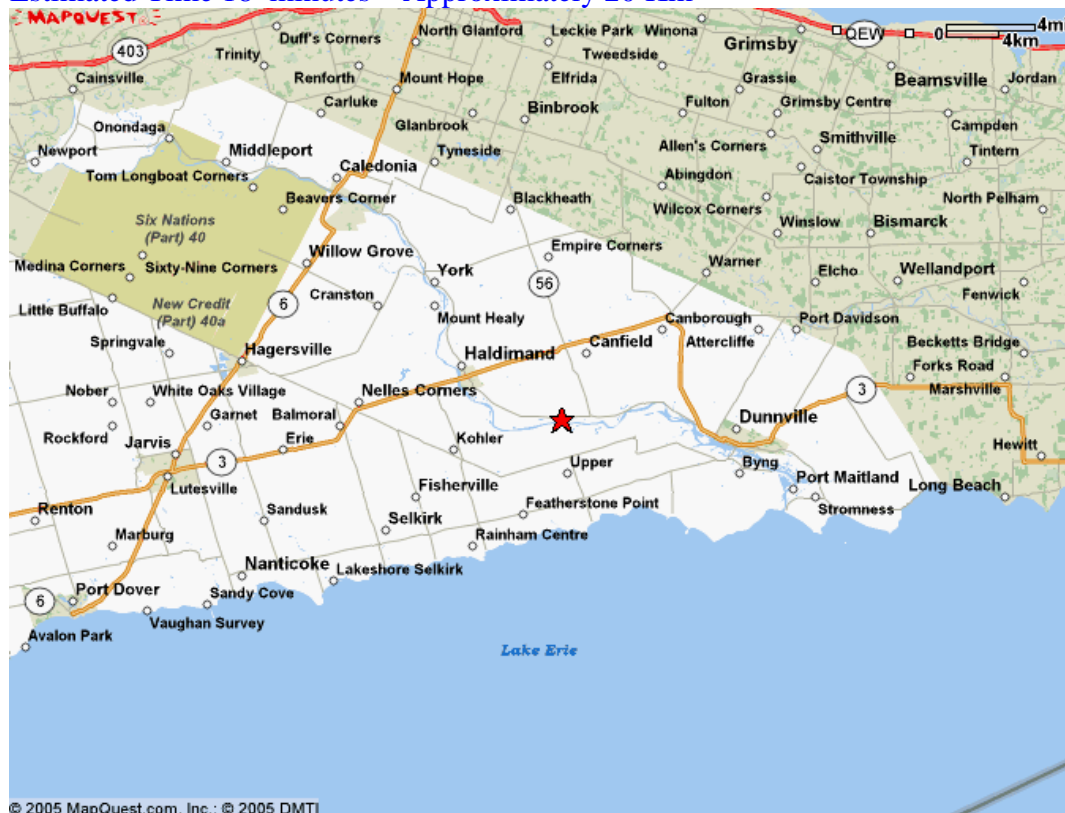
Primary Route:

- Proceed Westbound on Highway 3
- Turn Right onto Haldimand Road 20 to Hagersville
- Turn left on Main Street

Secondary Route:

- Hwy 54, Northbound to Caledonia
- Turn left onto Argyle Street,
- Turn left onto Highway 6, to Hagersville

Estimated Time 18 minutes Approximately 20 Km



© 2005 MapQuest.com, Inc.; © 2005 DMTI