

MEMORANDUM OF UNDERSTANDING

BETWEEN

**HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF ONTARIO, AS
REPRESENTED BY THE MINISTRY OF THE SOLICITOR GENERAL OPERATING
AS THE ONTARIO PROVINCIAL POLICE**

(hereinafter referred to as the “OPP”)

-and-

**THE CORPORATION OF THE TOWNSHIP OF
HURON-KINLOSS**

(hereinafter referred to as the “Town”)

Background and Purpose:

1. The Town is the sole owner of the lands and building at 74 Huron Street in Ripley in the County of Bruce of the Province of Ontario, known as the Ripley Huron Fire Station and is also responsible for its management.
2. The OPP is the police service of jurisdiction includes the Town.
3. The objective of this Memorandum of Understanding (the “MOU”) is to maintain the current relationship between the Town and the OPP (the “Parties”) and to enhance future cooperation.
4. The Town wishes to provide the OPP, free of charge, with the space known as the Training Office (the “Premises”), which forms a part of the Ripley Huron Fire Station, to be used as office space.
5. This MOU sets out the terms in respect of the arrangement of the Town giving permission and providing access to the OPP for the use of the Premises.

Term:

6. This MOU commences on the date that it is signed by the last signatory and remains in effect for a period of five (5) year, unless terminated in accordance with the terms of this MOU.

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Acknowledgements:

7. The Parties jointly acknowledge that
 - (a) this MOU reflects the good faith and spirit of cooperation of the Town and the OPP but is not legally binding on any of the Parties,
 - (b) the Premises along with the associated parking space are provided by the Town to the OPP free of charge,
 - (c) the OPP has the sole and absolute discretion in respect of whether (if at all) and when to use the Premises,
 - (d) the OPP is not responsible for the security of the Premises otherwise than any obligation which the OPP is required to perform by law,
 - (e) this MOU does not create any leasehold interest in respect of the Premises or the associated parking space, or create any tenancy relationship between the Parties, and
 - (f) this MOU does not convey to the OPP any interest, right, title or encumbrance with respect to any real property of the Town.
8. The OPP acknowledge that
 - (a) the Premises is to be used solely as an office space and for no other purpose,
 - (b) without prior written consent of the Town, the OPP will not paint, display, inscribe, place or affix any sign, picture, notice, lettering or direction on any part of the outer walls or windows of the Premises or otherwise within view of the public,
 - (c) without prior written consent of the Town, the OPP will not make any alteration to the Premises,
 - (d) the OPP is to be permitted to have one (1) designated parking (the “Parking”) in any such portions of the parking facilities serving the Ripley Huron Fire Station as the Parties mutually agree. This parking spot may be identified for use by the OPP at its own cost,
 - (e) the Premises is a shared space with the fire department of the Town such that its personnel also have access to and use of the Premises, and
 - (f) housekeeping staff employed by the Town may enter the Premises for the purposes of cleaning and maintaining the Premises.
9. The Town acknowledge that
 - (a) subject to section 8, the Town is responsible to ensure that the OPP has use of the Premises and the Parking without any interference, so long the use is consistent with the terms of this MOU,
 - (b) the Town is responsible to provide the OPP with access to and means of egress to the Premises and the Parking, including without limitation, the use and copy of any key in relation thereto,

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- (c) the Town is responsible to provide the OPP with nonexclusive access to and use of those portions of any area of the Ripley Huron Fire Station that is intended for common use (the “Common Areas”), including without limitation, washrooms and kitchens,
- (d) the Town has the right to alter the layout or configuration of and/or reduce or enlarge the size of the Common Areas as the Town shall from time to time determine,
- (e) the Town is responsible to maintain, at its own expense, the Ripley Huron Fire Station, including without limitation, the Premises, the Parking, the Common Areas the outer walls and the roof, in a good state of repair,
- (f) the Town is responsible to comply, at its own expense, with all laws, by laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Ripley Huron Fire Station, including without limitation, the Premises and the Common Areas, or the use or occupation thereof, including, without limitation, police, fire and health regulations,
- (g) the Town is responsible to provide and maintain insurance on the whole of the Ripley Huron Fire Station against loss, damage or destruction caused by all perils,
- (h) the Town is responsible to provide, at its own expense, utilities and other necessary services for the whole of the Ripley Huron Fire Station, including without limitation, the Premises and the Common Areas, and
- (i) the Town has hereby consented to the sign currently used by the OPP, which is present at the Premises as of the date that this MOU is signed by the last signatory,
- (j) the Town will not unreasonably withhold consent requested by the OPP under clause 8(b).

Mutual Release of Liability:

- 10. The Town acknowledges that it shall release the OPP (including without limitation, its members) for and against all damages, costs, disbursements, interests, losses, or expenses incurred as a result of claims (including third-party claims, cross claims, and counter claims), demands, causes of action, actions, proceedings, or inquiries arising from, or caused by, any action or inaction of the OPP in relation to this MOU, provided that the action or inaction is conducted in good faith and consistent with the terms of this MOU and the law.
- 11. The OPP acknowledges that it shall release the Town (including without limitation, its staff) for and against all damages, costs, disbursements, interests, losses, or expenses incurred as a result of claims (including third-party claim, cross claims, and counter claims), demands, causes of action, actions, proceedings, or inquiries arising from, or caused by, any action or inaction of the Town in relation to this MOU, provided that the action or inaction is conducted in good faith and consistent with the terms of this MOU and the law.

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Representatives:

12. Notices under this MOU shall be in writing and delivered personally, via facsimile, email, or by ordinary prepaid mail. All correspondence and other notices related to the terms of this MOU shall be delivered to designated representative of each Party.
13. Notices delivered by ordinary prepaid mail shall be deemed to have been received on the fourth business day after the date of mailing. Notices delivered by fax shall be deemed to have been received at the time of delivery or transmission.
14. The respective representative of the Parties to this MOU are:

For the Town: [contact info]	For the OPP: [contact info]
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15. Changes related to a Party's representative may be made upon written notice to the other Party.

Interpretations:

16. Without restricting the generality of any provision in this MOU, nothing in this MOU may be construed as
 - (a) replacing or amending any obligation to which the OPP or the Town is respectively bound to or required to perform by law,
 - (b) creating any obligation on the OPP to continuously or actively carry on the intended use on the Premises at any time or in any frequency of occurrence,
 - (c) creating any leasehold interest in respect of the Premises or the associated parking space, or creating any tenancy relationship between the Parties
 - (d) conveying to the Town any interest, right, title or encumbrance with respect to any real or intangible property of Her Majesty the King in the Right of the Province of Ontario, and
 - (e) conveying to Her Majesty the King in the Right of the Province of Ontario any interest, right, title or encumbrance with respect to any real or intangible property of the Town.

Disputes and Changes:

17. The Parties, through its respective representative, will consult with each other in respect of any dispute in relation to this MOU, and will attempt, in good faith, to resolve the dispute.

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- 18. No change may be made to this MOU unless the change is by written amendment and signed by both Parties. No changes will be effective or will be carried out in the absence of such an amendment.
- 19. This MOU may be terminated for without cause and with liability by one Party providing sixty (60) days prior written notice to the other Party.
- 20. The representatives of the Parties will meet prior to the expiration of the term of this MOU to review and assess the operations and effectiveness of the arrangement under this MOU.

General:

- 21. This MOU shall be construed in accordance with the laws of the Province of Ontario and any applicable federal laws of Canada.
- 22. This MOU represents the entire understanding between the Town and the OPP. The Parties jointly acknowledge that there are no communications, representations, warranties, or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this MOU.
- 23. This MOU may be signed in counterparts and delivered electronically, each of which when signed and delivered will be deemed to be an original, but all such counterparts will together constitute one and the same instrument.

Signatures:

24. This MOU has been duly executed by:

**THE CORPORATION OF THE COUNTY OF TOWNSHIP OF
HURON-KINLOSS**

PER: _____
NAME: _____
TITLE: _____
DATE: _____

ONTARIO PROVINCIAL POLICE

PER: _____
NAME: _____
TITLE: _____
DATE: _____