

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

Ministry of the Solicitor General  
Ontario Provincial Police – City of Kawartha Lakes Detachment

## AND

The Corporation of the City of Kawartha Lakes

### 1. PURPOSE

City of Kawartha Lakes OPP Detachment and the City of Kawartha Lakes have come to an agreement that in the event that the City of Kawartha Lakes OPP Detachment is unable to access necessary fuel supplies due to an emergency situation, the City of Kawartha Lakes will provide access to city fuel supplies if required should the City's supply of fuel remain uncompromised.

This Memorandum of Understanding (MOU) sets out the Terms and Conditions under which fuel will be made available to the City of Kawartha Lakes OPP Detachment by the City of Kawartha Lakes.

### 2. TERM

The term of this MOU shall commence on the date that it is signed by both parties, and continue until December 31, 2022 or until terminated by either or both parties whichever comes first.

### 3. PARTIES

The parties to this agreement are:

- City of Kawartha Lakes OPP, Ministry of the Solicitor General
- The Corporation of the City of Kawartha Lakes

### 4. CONTACT OFFICERS

For all administrative and other matters impacting on the smooth operation of this MOU, the City of Kawartha Lakes OPP Detachment Commander and the City of Kawartha Lakes Director of Public Works, or their designates, shall be the contact officers for this MOU.

Unless amended from time to time per written notice in advance, the contact officers for the parties are as follows:

Bryan Robinson, P. Eng  
Director of Public Works  
City of Kawartha Lakes  
12 Peel St  
PO Box 9000

Lindsay, ON K9V 5R8

Inspector Tim Tatchell  
Detachment Commander  
3028 Highway 35  
Lindsay, ON K9V 4R1

## **5. ROLES AND RESPONSIBILITIES**

To arrange access to fuel in the event of an emergency, identified Contact Officer, or their designate of the City of Kawartha Lakes OPP Detachment will contact the City's Primary Roads On-Call Supervisor as per the protocol outlined in this MOU to implement this measure.

Access to the fuel system will then be coordinated by the On-Call Roads Supervisor.

## **6. GENERAL TERMS AND CONDITIONS**

Reimbursement: It is understood that reimbursement will be on the basis of the prevailing rates in force at the time of the event. To commence the reimbursement process, please confirm date(s) fuel was used by contacting Roads Manager Oliver Vigelius at 705-324-9411 ext. 1175.

Effective Date: The term of this Memorandum of Understanding shall be from the date of last signature to the end date of the term or 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.

Periodic Review: 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 City of Kawartha Lakes OPP Detachment Commander and City of Kawartha Lakes Director of Public Works, or designate, will undertake the initial negotiation on the matter in dispute. This provision does not detract from any party's recourse to the courts.

Confidentiality: Neither party shall disclose or publish at any time, any of the banking information provided 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 fifth business day after the date of mailing.

**7. COPIES**

Copies of this agreement will be treated as originals.

**8. SIGNATURES**

***SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF KAWARTHA LAKES  
BY ITS AUTHORIZED SIGNING OFFICERS***

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Cathie Ritchie  
City of Kawartha Lakes – Clerk

Date

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Andy Letham  
City of Kawartha Lakes – Mayor

Date

“We have authority to bind the Corporation pursuant to CR\_\_\_\_\_.”

***SIGNED ON BEHALF OF THE ONTARIO PROVINCIAL POLICE – CITY OF  
KAWARTHA LAKES DETACHMENT BY ITS AUTHORIZED SIGNING OFFICER(S)***

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Inspector Tim TATCHELL, Detachment Commander  
City of Kawartha Lakes OPP Detachment

Date