

An Inter-Municipal Agreement

Joint Policy Advisory Board

This Inter-Municipal Agreement is made in two copies this ____ day of _____, 20XX, between

The **Municipality of the District of Lunenburg**, a municipal body corporate pursuant to the **Municipal Government Act**;

-and-

The **Town of Lunenburg**, a municipal body corporate pursuant to the **Municipal Government Act**.

Whereas the parties have agreed to the creation of a Joint Police Advisory Board (Board) pursuant to section 57(5A) of the **Police Act**;

And whereas the Minister responsible provided support for the creation of a joint Board in a letter dated September 16, 2024;

Now therefore witness in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Purpose

1. The purpose of this Inter-Municipal Agreement, hereafter called (Agreement) is to provide for a Joint Police Advisory Board, including the Municipality of the District of Lunenburg (Municipality) and the Town of Lunenburg (Town).

Structure

2. (1) The Joint Police Advisory Board will consist of:
 - a) Two members of the Council of the Municipality, appointed by Municipal Council;
 - b) Two members appointed by Municipal Council, who are residents of the Municipality but are not members of Council nor employees of the Municipality;
 - c) Two members of the Council of the Town appointed by Town Council;
 - d) Two members appointed by Town Council, who are residents of the Town but are not members of Council nor employees of the Town; and

- e) One member appointed by the Minister.
- (2) The Chief Administration Officers (CAO)s of the respective municipalities, or their designates, will receive invitations to attend all Board meetings.
- (3) The Municipality will designate a staff person to serve as support and liaison for the Board chair, the Chief Officer of the police force and the administrative support provided by the Town.
- (4) The Town will designate a staff person to provide administrative support to the Board, including the preparation of agendas and minutes.
- (5) Each Municipality is responsible for any administration and associated costs related to public membership recruitment for the municipal unit.
- (6) The respective municipalities will pass a complementary by-law respecting the governance and responsibilities of the Joint Police Advisory Board, pursuant to the **Police Act** requirements.
- (7) A new Terms of Reference will be approved by the respective municipal councils.

Termination of Agreement

- 3. (1) This Agreement has effect commencing [DATE],
- (2) This Agreement has effect from year to year until terminated by the Council of at least one of the parties.
- (3) This Agreement continues in force until notice of termination is given by the Council of any party not less than one (1) year prior to the intended termination date.

Indemnification

- 4. Each party will indemnify its representatives from any liability that may arise as a result of that member acting as a member of the Board.

Dispute Resolution

- 5. If any disagreement arises among the parties as to the proper interpretation of this Agreement that cannot be resolved, the parties will submit the area of disagreement to an arbitrator as provided by the **Arbitration Act**.

General

- 6. (1) The parties acknowledge and agree that all headings are inserted for convenience only and do not form part of the Agreement.

- (2) This Agreement is governed by the laws of Nova Scotia.

In witness whereof, the parties have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written.

Signed, sealed and delivered in the presence of;

Municipality of the District of Lunenburg

Witness

Elspeth MacLean-Wile, Mayor

Witness

April Whynot-Lohnes, Municipal Clerk

Town of Lunenburg (Host Municipality)

Witness

Jamie Myra, Mayor

Witness

Kayla Byrne, Municipal Clerk