MEMORANDUM OF UNDERSTANDING

B E T W E E N :

XXXXXXXXXXXX

(hereinafter referred to as “the Board”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “Corrections”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “the Ministry”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “V.W.A.P.”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “the C.C.A.S.”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “the C.A.S.”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “the Shelter”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “Family Services”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “H.H.S.”)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “C.O.A.S.T.)

- and -

XXXXXXXXXXXX

(hereinafter referred to as “the Community Member”)

PREAMBLE

WHEREAS the parties are desirous of forming a community consultation committee to review the release, or potential release, of High Risk Domestic Violence Offenders, as identified by the **XXXXXXXXXXXX** Police Service (hereinafter referred to as "the Police Service"), into the City of **XXXXXXXXXXXX**, for the purpose of providing community stakeholders with an opportunity for effective and informed input into the pre-release and release process in an effort to address issues of public fear, community safety, and resource identification and utilization relative to offender re-integration;

AND WHEREAS it is intended that this committee, which shall be referred to as the "**XXXXXXXXXXXX** High Risk Domestic Violence Community Advisory Committee", will provide a mechanism for the Police Service and community agencies to liaise with each other and with the community, in an informed manner, regarding issues surrounding the release, or potential release, of High Risk Domestic Violence Offenders into the **XXXXXXXXXXXX** area, including intervention and monitoring strategies, and will make recommendations to the Chief of Police as to the safe and effective re-integration of High Risk Domestic Violence Offenders into the community;

AND WHEREAS the parties are also desirous of creating a forum in which public concerns in relation to the release of High Risk Domestic Violence Offenders may be determined and discussed in an informative, co-operative, and confidential manner;

AND WHEREAS an exchange of information between the parties with respect to High Risk Domestic Violence Offenders is necessary to achieve an effective working committee;

AND WHEREAS it is recognized that the right of the members of the community to be informed of, and included in, a decision-making process which may affect public safety in their community must be balanced against the rights of individual offenders to privacy;

AND WHEREAS the parties hereto agree that the exchange of information in accordance with the provisions of this Memorandum of Understanding is not intended to breach their respective security policies, procedures and regulations, nor the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, the *Freedom of Information and Protection of Privacy Act*, the *Access to Information Act*, or the *Privacy Act*;

NOW THEREFORE the parties to this Memorandum of Understanding agree with each other as follows:

A. GENERAL

1. This Memorandum of Understanding shall apply to any and all information, both verbal and written, to which the parties, and the authorized representatives of the parties, have access as a result of, or connected to, membership on the **XXXXXXXXXXXX** High Risk Domestic Violence Community Advisory Committee ("hereinafter referred to as "the Committee").

2. Any representative attending on behalf of a party must be authorized in writing by the party prior to attendance, and such attendance must be approved by the Chief of Police of the Police Service., or his/her designate, prior to the provision, exchange or sharing of any information.

3. The Board shall be represented on the Committee by a member or members of the Police Service appointed by the Chief of Police.

4. Subject to paragraph 5, all parties, and all authorized representatives of the parties, must receive an enhanced security clearance through the Government of Canada, as well as security clearance through the Ministry, and through the Police Service. It shall be the responsibility of every party, or the representative of any party, to consent to such clearances, and to submit the information required for the purpose of conducting such security clearances.

5. Where an authorized representative of either Corrections, the Ministry or V.W.A.P. has been the subject of an enhanced security clearance administered through his/her respective employer, then the said enhanced security clearance is sufficient to satisfy the requirements of paragraph 4. Proof of such enhanced security clearance must be provided to the Chief of Police of the Police Service, or his/her designate, in a form acceptable to the Chief of Police or his/her designate.

6. Subject to paragraph 7, all parties, and the representatives of any parties, shall swear/affirm the Oath or Affirmation of Confidentiality, attached as Schedule "A" hereto, prior to participation in any Committee meeting and prior to receiving any information related thereto.

7. Where an authorized representative of either Corrections, the Ministry or V.W.A.P. has provided an oath or affirmation of confidentiality to his/her respective employer, then the said Oath or Affirmation of Confidentiality is sufficient to satisfy the requirements of paragraph 6. Proof of such Oath or Affirmation of Confidentiality must be provided to the Chief of Police of the Police Service, or his/her designate, in a form acceptable to the Chief of Police or his/her designate.

8. Any party, or any representative of any party, who fails to comply with the confidentiality requirements as specified herein or in the Oath or

Affirmation of Confidentiality, or fails to meet the requirements of Committee membership and participation as specified herein, may be immediately prohibited from further Committee participation, and action may be taken against the party and/or the party's representative as may be necessary and reasonable in the circumstances.

9. It is understood and agreed that, from time to time, the Committee may draw upon the resources of other community service agencies or groups, including, but not limited to, representatives from residential programs, mental health services, employment services, child welfare agencies, women's services, psychiatric / psychological services and victim services. Any resource member will be required to adhere to the security clearances and confidentiality requirements enumerated herein.

10. The Chief of Police of the Police Service shall have the right to terminate this agreement, on behalf of the Board and acting as agent of the Board, at any time, without prior notice, upon determination that a breach of security or confidentiality has occurred through improper use or dissemination of information provided in accordance with this Memorandum of Understanding, or for non-compliance with the provisions of this Memorandum, or for any other cause whatsoever as determined by him/her.

B. TERMS OF INFORMATION EXCHANGE OR SHARING

11. It is understood and agreed that any and all information provided, exchanged or shared by the parties, or by the representatives of the parties, is solely for the purpose of reviewing and assessing the release, or potential release, of High Risk Domestic Violence Offenders, as identified by the Police Service, into the City of XXXXXXXXXXXX, with a view to considering the rights and the needs of the offender and the rights and needs of the community, and with respect to determining community resources available to assist both the community and the offender in re-integration and/or managing re-integration.

12. Except as may be expressly provided herein or in accordance with law, information provided, shared or exchanged in accordance with the provisions of this Memorandum shall not be disclosed by any party, or any representative of any party, to any other agency or person, and shall be used solely for the purposes authorized herein. Use of this information for unauthorized purposes is expressly and strictly prohibited.

13. The Police Service shall have the right to sever, in its discretion, any information contained in records maintained by it, to protect the privacy interest of third parties and confidential informants, and to prevent any interference with law enforcement or revelation of law enforcement techniques, in accordance with the principles contained in the *Municipal Freedom of Information and Protection of Privacy Act*, prior to providing, sharing or exchanging same.

14. It is expressly understood and agreed that information exchanged, shared or provided to the parties, or to any representative of any party, shall not be copied, circulated or disseminated in any form or manner.

15. It is expressly understood and agreed that neither the information exchanged, shared or provided to the parties, or to any representative of any party, for the purpose of a Committee meeting, nor the content of discussions occurring during the course of a Committee meeting, shall be divulged, disseminated, discussed nor communicated in any manner outside the confines of the Committee meeting to which the information relates.

16. It is expressly understood and agreed that any information exchanged, shared or provided to the parties, or to any representative of any party, shall be returned to the Police Service Committee member(s) in its original form, and in its entirety, at the completion of the Committee meeting to which the information relates.

C. LEGAL INDEMNIFICATION

17. (a) In consideration of compliance with the terms of this Memorandum of Understanding and with the provisions of the Oath or Affirmation of Confidentiality entered into by each party in accordance herewith, the Board undertakes to hold and save harmless and agrees to indemnify the parties to this Memorandum of Understanding, and the authorized representatives of the parties to this Memorandum of Understanding, from and against any and all liability incurred by any or all of them arising as a direct result of, or connected to, a breach of the provisions of this Memorandum of Understanding or of the Oath or Affirmation of Confidentiality taken by the party in accordance herewith, EXCEPT WHERE such liability is contributed to or occasioned by the negligence of any of the aforesaid parties.

(b) Indemnification for legal costs incurred in the defence of any action or cause of action which falls within the parameters of indemnification specified in paragraph 17(a) shall be provided by the Board on the following terms:

(i) Where the Board is not joined in the action as a party, and the Board does not defend the action on behalf of itself and of the party as joint tortfeasors, the Board will provide counsel at the Board's sole expense.

(ii) Where the Board is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and the party is of a view that it would be improper for him or her to act for both the Board and the party in that action, the Board will provide alternate counsel at the Board's sole expense.

(iii) In any other case, counsel acting on behalf of the Board shall act on behalf of any and all parties named in the action.

(c) Where the Board is required to indemnify a party for legal costs, indemnification shall be for the necessary and reasonable legal costs incurred in the defence of the action. "Necessary and reasonable legal costs" shall be based on the account rendered by counsel performing the work. The account shall be subject initially to the approval of the Board's solicitor and, in the case of a dispute between the counsel rendering the account and doing the work and the Board's solicitor, the account shall be paid after it has been assessed on a solicitor and client basis by an assessment officer of the Superior Court of Justice.

D. DEFINITIONS

18. "High Risk" Domestic Violence Offender:

A "High Risk" Domestic Violence Offender shall be as identified by the Police Service, and may include domestic violence offenders released, or to be released, from federal institutions at warrant expiry, and/or from provincial institutions at warrant expiry or on terms of probation.

E. NOTICES

19. All correspondence and other notices related to access to the terms of this Memorandum of Understanding shall be delivered as set forth below:

For the Board:

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Attention: XXXXXXXXXXXX

For Corrections:

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Attention: XXXXXXXXXXXX

For the Ministry:

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Attention: XXXXXXXXXXXX

For V.W.A.P.:

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Attention: XXXXXXXXXXXX

For C.C.A.S.:

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Attention: XXXXXXXXXXXX

For C.A.S.:

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Attention: XXXXXXXXXXXX

For the Shelter:

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Attention: XXXXXXXXXXXX

For Family Services:

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Attention: XXXXXXXXXXXX

For H.H.S.:

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Attention: XXXXXXXXXXXX

For C.O.A.S.T.:

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Attention: XXXXXXXXXXXX

For Community Member:

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Attention: XXXXXXXXXXXX

F. DURATION

20. (a) This Memorandum of Understanding shall be effective upon the date of the signature of the last signatory hereto and shall continue until terminated as provided herein.

(b) Any Party may terminate their participation in this Memorandum of Agreement upon written notice to the Police Service at least thirty (30) days in advance of the termination date. The Police Service may waive the notice period.

(c) This Memorandum of Agreement may be terminated at any time by the mutual consent of the Parties.

IN WITNESS WHEREOF this Memorandum of Understanding has been executed by the parties, or duly authorized officers or representatives of the parties hereto.

XXXXXXXXXXXX	Witness
Date	Name of Witness (Please print)
XXXXXXXXXXXX	Witness
Date	Name of Witness (Please print)
XXXXXXXXXXXX	Witness
Date	Name of Witness (Please print)
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Date	Name of Witness (Please print)

Attachment – Schedule “A”

SCHEDULE "A"

XXXXXXXXXXXX HIGH RISK DOMESTIC VIOLENCE OFFENDER COMMUNITY ADVISORY COMMITTEE

OATH OR AFFIRMATION OF CONFIDENTIALITY

I, _____ do solemnly swear (affirm)
NAME (Please Print)

that, except in the course of judicial proceedings, by order of a court or tribunal of competent jurisdiction, pursuant to statute, or as otherwise required by law, I will not disclose, communicate or convey, or allow to be disclosed, communicated or conveyed, directly or indirectly, to any person, organization or publication, any information whatsoever obtained by me while a member of the XXXXXXXXXXXX High Risk Domestic Violence Offender Community Advisory Committee.

Furthermore, I do solemnly swear (affirm) that I will not allow any person or persons to inspect or have access to any information, verbal or however recorded, including but not limited to any documentation, records, written statements, correspondence, reports, plans, or photographs, to which I have access, or which is provided to me, as a result of my membership on the said Committee, and will prevent such inspection or access, except as required by law.

Furthermore, I do solemnly swear (affirm) that I will not copy, circulate, disseminate, share, or disclose, any information, verbal or however recorded, including but not limited to any documentation, records, written statements, correspondence, reports, plans, or photographs or other data, to which I have access, or which is provided to me, during the course of my membership on the said Committee.

So help me God. (Omit if affirmation)

SWORN (AFFIRMED) BEFORE ME AT	)
the City of XXXXXXXXXXXX, in the	)
Province of Ontario, this _____ day of	)
_____,	)
201___.	)
	)_____
_____	Signature of Member,
A Commissioner, etc.	XXXXXXXXXXXX High Risk
	Domestic Violence Offender
	Community Advisory Committee