

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 99-6

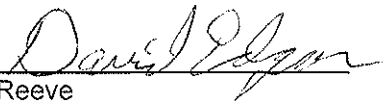
Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the Corporation of the City of Sault Ste. Marie for the provision of policing services

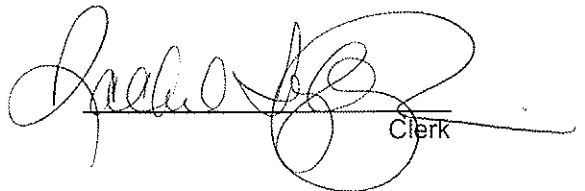
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Corporation of the City of Sault Ste. Marie for the provision of policing services, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 23rd day of March, 1999

  
Reeve

  
Clerk

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES  
UNDER SECTION 6.1 OF THE POLICE SERVICES ACT,  
R.S.O 1990, c.P.15, as amended**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**(the "City")  
OF THE FIRST PART**

**-AND-**

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**

**(the "Township")  
OF THE SECOND PART**

**WHEREAS** under section 4(1) of the Police Services Act, R.S.O. 1990 c. P.15, as amended (the "Act"), the Township is required to provide adequate and effective police services in accordance with its needs;

**AND WHEREAS** under section 5(4) of the Act, the Township's responsibility for providing police services may be discharged by entering into an agreement with the council of another municipality to have its police services provided by the Police Services Board of the other municipality by entering into an agreement with the municipality under section 6.1 of the Act;

**AND WHEREAS** the Township has expressed its intent to provide police services, in pursuance of its responsibilities under section 5(4) of the Act, by means of this Agreement, as evidenced by resolution, dated February 09, 1999 (attached as Schedule "A");

**AND WHEREAS** this Agreement reflects the intent of the parties to provide a level of police services for the Township as set out in the "Proposal For Policing Services," (attached as Schedule "B");

**AND WHEREAS** this agreement reflects the intent of the parties that the total annual cost of maintaining the Sault Ste. Marie Police Service, recovered from the residential tax levy, shall be proportionally applied to the residents of the Township.

**NOW THEREFORE**, in consideration of the premises and covenants herein, the parties agree as follows:

**DEFINITIONS**

1. In this agreement:
  - (a) "Board" means the Sault Ste. Marie Police Services Board
  - (b) "Chief of Police" means the Chief of Police of the Sault Ste. Marie Police Service

**GENERAL PROVISIONS**

2. The City shall provide adequate and effective police services in accordance with the needs of the Township in compliance with the terms and conditions of this Agreement.
3. The Township shall pay the City for the police service provided under this Agreement in accordance with the Agreement.
4. Pursuant to section 6.1(2) of the Act, the Township may select a person to advise the Board with respect to objectives and priorities for police services in the Township and the Board shall be receptive and respond appropriately to the objectives and priorities of the Township.
5. The Board shall cause the Chief of Police to report to the Township, at mutually agreed upon intervals, regarding the provision of police services in and for the Township.
6. The Township shall throughout the term of this Agreement appoint and maintain a person(s) to enforce the by-laws of the Township and the enforcement of such by-laws will be the exclusive jurisdiction of the Township and at cost to the Township exclusive to this Agreement.
7. The present agreement in place between the Township and the City regarding 911 service shall remain as is and exclusive to this Agreement.

8. The City agrees to provide to the Township a level of police service comparable to that provided to the residents of the City who reside in the more rural areas of the City and, more particularly such service shall be similar to the service provided at present to inhabitants of the City situated in that area bound by the prolongation of Base Line to the north and Airport Road to the east.

#### **COST OF POLICE SERVICES**

9. The total amount of money paid by the Township for police services shall be set at ninety-two thousand eight hundred and fifty dollars (\$92,850) for each twelve month period of the Agreement.
10. The Township shall make quarterly installment payments to the City throughout the term of this Agreement on the last days of March, June, September and December in each year with the first installment being due June 30, 1999.
11. The cost of Special Duty officers for an event located within the geographic confines of the Township will be provided at a cost that it is in addition to this Agreement and such costs shall be collected directly from the Township.

#### **DISPUTE RESOLUTION MECHANISM**

12. In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this Agreement relative to operational or administrative issues, the Chief of Police, or his or her representative shall meet with the Township at the earliest opportunity to discuss the dispute. If the dispute remains unresolved it shall be referred to the Board at the earliest opportunity for resolution.

Where the issue is exclusively financial, the Council of the Township, or their representative, shall seek resolution through the office of the Chief Administrative Officer.

Where the issue is partially financial the council of the Township, or their representative, shall seek resolution to the financial portion of the issue through the office of the Chief Administrator for the City.

### **NOTICE**

13. All correspondence or other notices related to the terms of the Agreement shall be delivered accordingly as set forth below:

- 1) Chief Administrative Officer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie ON  
P6A 5X6
- 2) The Administrator  
The Corporation of the Township of Prince  
3042 Second Line West  
Sault Ste. Marie ON  
P6A 6K4
- 3) Chief of Police  
Sault Ste. Marie Police Service  
580 Second Line East  
Sault Ste. Marie ON  
P6A 5L6

### **COMMENCEMENT AND TERMINATION OF AGREEMENT**

14. This Agreement comes into force on the 01st day March 1999, and shall conclude on the 29th day of February, 2004.
15. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Township shall continue to be obligated to pay for the cost of providing police services under this contract to and including the date of such termination and the City shall continue to be responsible to provide the services outlined in this Agreement.
16. Where the Township's designated responsibility to provide policing under section 5 of the Act be changed, either by statute or judicial interpretation, the Township maintains its right, upon being so informed, to give written notice of its intention to terminate this Agreement forthwith.

17. In the event that the Township fails to make any payment as set out in clauses 9 and 10 of this agreement, the City may, at its option and upon 30 days written notice to the Township, terminate this agreement.

**ENTIRE AGREEMENT**

18. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

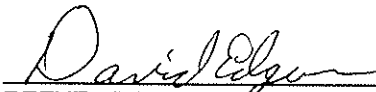
IN WITNESS WHEREOF, the Township has affixed its Corporate Seal attested by the signature of its duly authorized signing officer and the Mayor as head of Council for the City has personally signed this Agreement to be effective as of the date set out herein.


FOR THE CITY:

\_\_\_\_\_  
MAYOR - STEPHEN E. BUTLAND

\_\_\_\_\_  
CLERK - DONNA P. IRVING

FOR THE TOWNSHIP:

  
\_\_\_\_\_  
REEVE - DAVID EDGAR

  
\_\_\_\_\_  
CLERK - RACHEL TYCZINSKI

**THIS AGREEMENT made in triplicate this 8<sup>th</sup> day of March, 1999**



CORPORATION OF THE  
**TOWNSHIP OF PRINCE**  
3042 Second Line West, R.R.#8 Sault Ste Marie, Ontario P6A 6K4  
Phone 705-779-2992 Fax 705-779-2725

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SCHEDULE "A"

15 February 1999

Art Pluss  
City of Sault Ste. Marie Police Service  
580 Second Line East  
Sault Ste. Marie, ON  
P6A 5L6

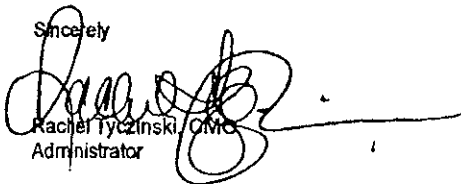
Dear Sir:

This will confirm that Council passed the following resolution at a special meeting held February 09, 1999:

THAT the Council of the Township of Prince accept the proposal of the Sault Ste. Marie Service for the provision of policing services, being a five year contract at a cost of \$92,850.00 each year.

Please advise if anything further is required.

Sincerely

  
Rachel Tycinski, CMC  
Administrator

SAULT STE. MARIE POLICE SERVICE

LEVEL OF SERVICE

Schedule 1  
Standard Policing Services Cost Proposal Model

TYPE OF SERVICE	In Base Cost and Delivered Internally ✓	Externally Provided		Explanation of External
		No Cost ✓	At Cost ✓	
<b>PART A: CRIME PREVENTION</b>				
Crime Prevention Initiatives	✓			
Community Partnerships	✓			
Community Safety Audits	✓			
Problem Oriented Policing	✓			
Crime Analysis	✓			
<b>PART B: LAW ENFORCEMENT</b>				
<b>Criminal Investigation:</b>				
Criminal Investigation Management Plan	✓			
General Criminal Investigation Procedures	✓			
Spousal Assault Occurrences	✓			
Offences Involving Firearms	✓			
Hate/Bias Motivated Crime	✓			
Missing Persons Cases	✓			
Property Offences, including Break & Enter	✓			
Homicide Investigations	✓			
Sexual Assault / Sexual Offence Investigations	✓			
Criminal Harassment Investigations	✓			
Robbery Investigations	✓			
Stolen or Smuggled Firearms Investigations	✓			
Hate Propaganda Investigations	✓			
Vehicle Theft Investigations	✓			



TYPE OF SERVICE	In Base Cost and Delivered Internally ✓	Externally Provided		Explanation of External
		No Cost ✓	At Cost ✓	
Child Abuse Investigations	✓			
Elder/Vulnerable Adult Abuse Investigations	✓			
Illegal Gaming Investigations	✓			
Drug Investigation other than simple possession	✓			
Fraud/False Pretense Investigations	✓			
Proceeds of Crime Investigations	✓			
Youth Crime Investigations	✓			
Internal Task Forces	✓			
Multi-jurisdictional Major Case Management	✓			
Joint Forces Operations	✓			
Criminal Intelligence	✓			
Informants and Agents	✓			
Witness Protection	✓			
Monitoring Police Response to Specific Occurrences	✓			
Checklists and other Supports	✓			
<b><i>Investigative Supports</i></b>				
Scene of Crime Support 24 hours per day	✓			
Technical Identification 24 hours per day	✓			
Physical Surveillance	✓			
Electronic Interception & Video/Photographic Surveillance	✓			
Polygraph Support		✓		Specialized Support Services O.P.P.
Canine Tracking support 24 hours per day	✓			
Behavioral Science Services	✓			
Technical Collision Investigation Support 24 hours per day	✓			
Technical Collision Reconstruction Support	✓			

TYPE OF SERVICE	In Base Cost and Delivered Internally ✓	Externally Provided		Explanation of External
		No Cost ✓	At Cost ✓	
Traffic Management and Enforcement	✓			
Police Pursuits	✓			
Waterways Policing	✓			
Mentally ill persons	✓			
Arrest	✓			
Bail and Violent Crime	✓			
Searches of the Person	✓			
Searches of the Premises	✓			
Victims Assistance	✓			
Public Order Units		✓		Specialized Support Service O.P.P. S.S.M.P.S. <i>Public Order Unit</i> currently under development.
Police Action at Labour Disputes	✓			
Perimeter Control and Containment	✓			
Tactical Units		✓		Specialized Support Service O.P.P. S.S.M.P.S. <i>Tactical Unit</i> currently under development.
Incident Command	✓			
Crisis Negotiation	✓			
Disaster Response	✓			
Explosive Disposal Services	✓			
Business and Operational Planning	✓			
Human Resources	✓			
Supervision of Members	✓			

TYPE OF SERVICE	In Base Cost and Delivered Internally ✓	Externally Provided		Explanation of External
		No Cost ✓	At Cost ✓	
Skills Development and Training	✓			
Fiscal Management	✓			
Records Management	✓			
Fleet Management	✓			
General Marked Patrol Automobiles	✓			
Police Facilities	✓			
Radio Communications	✓			
Property and Evidence Control	✓			
Prisoner Care and Control	✓			
Corporate Services	✓			
Media and Public Relations	✓			
Court Case Management	✓			
Court Security	✓			
Auxiliaries and Volunteers	✓			Volunteers Only
Equipment	✓			
Provincial Offences Act Issues	✓			
By-Law Enforcement Issues			✓	Assumed by Prince Township