

CORPORATION OF THE TOWNSHIP OF PRINCE


BY-LAW NO. 2009-15

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince regarding police protection services.

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

1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement between the Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince, 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 9th day of June, 2009.



Reeve



CAO/Administrator

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

THIS AGREEMENT made in triplicate this 11th day of May, 2009.

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 April 28, 2009 (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 Township agrees to pay to the City the following amounts for the said police services. The payments would therefore be as follows:
- | | |
|-----------------------------|--------------|
| June 1, 2009 – May 31, 2010 | \$99,349.00 |
| June 1, 2010 – May 31, 2011 | \$106,304.00 |
| June 1, 2011 – May 31, 2012 | \$113,745.00 |
| June 1, 2012 – May 31, 2013 | \$121,707.00 |
| June 1, 2013 – May 31, 2014 | \$130,226.00 |
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, 2009.
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 1st day of June 2009, and shall conclude on the 31st day of May, 2014.
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

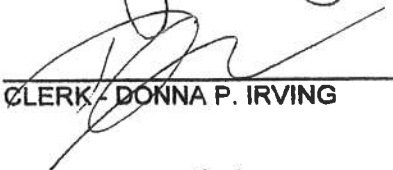
18. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. 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:



ACTING MAYOR - BRYAN HAYES



CLERK - DONNA P. IRVING

FOR THE TOWNSHIP:



REEVE - LOU MADONNA



CLERK - BRIANNA COUGHLIN

