

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2019-06

Being a by-law to authorize execution by the Mayor and Clerk of an extension agreement between the City of Sault Ste. Marie Police Services and the Corporation of the Township of Prince for policing services while a new agreement is being drafted.

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

1. THAT the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to an extension agreement between the City of Sault Ste. Marie Police Services and the Corporation of the Township of Prince for policing services while a new agreement is being drafted, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"

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

Read three times and passed open Council this 16th day of JANUARY 2019.



Mayor, K. Lamming



Clerk, P. Greco

THIS EXTENSION AGREEMENT made in duplicate this 10th day of December, 2018

B E T W E E N:

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

(hereinafter called the "City")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF PRINCE

(hereinafter called the "Township")

OF THE SECOND PART

WHEREAS an Agreement for the provision of police services dated March 24, 2014 between the City and the Township was entered into, Schedule "A" hereto (hereinafter: the "Agreement");

AND WHEREAS the Township wish to continue to provide adequate and effective police services in accordance with its needs and as stipulate in the Agreement;

AND WHEREAS the Township wishes to continue to benefit from the provision of police service on a month-to-month basis and under the same terms and conditions as set out in the Agreement;

AND WHEREAS the Parties hereto acknowledge that the Agreement does not stipulate for such amendments, extensions, renewals, or other form of continuation;

NOW THEREFORE the Parties hereto agree as follows

1. In accordance this Extension Agreement, the Parties hereto agree to renew the Agreement on a month-to-month basis commencing January 1st, 2019.
2. The Township shall continue to pay to the City a monthly percentage of the 2018 service amount stipulated per section 9 of the Agreement, being \$17,477.50 monthly, subject to CPI and HST, payable on the first of each month.

3. The Township shall not assign this Extension Agreement.
4. The Township will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided under the provisions of this Extension Agreement or the Agreement.
5. If either party wishes to terminate this Extension Agreement, that party may do so by giving the other party at one (1) months written notice of its intention to terminate. Notice shall be provided as per paragraph 13 of the Agreement.
6. This Extension Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

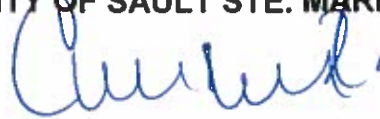
IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW# 2018-232

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE



MAYOR-CHRISTIAN PROVENZANO



CITY CLERK-MALCOLM WHITE

THE CORPORATION OF THE
TOWNSHIP OF PRINCE

Megor

REEVE - KEN LAMMING


CLERK - PEGGY GRECO