

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2020-23

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

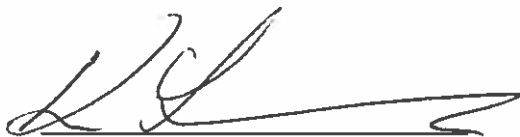
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk 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".

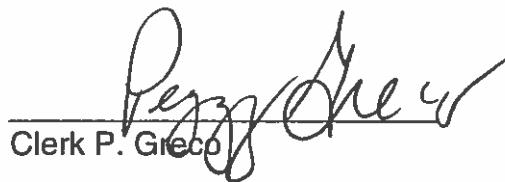
2. SCHEDULE "A"

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

READ THREE TIMES AND PASSED in open Council this 12th day of May, 2020.



Mayor K. Lamming



Clerk P. Greco

POLICE SERVICE AGREEMENT

**UNDER SECTION 6.1 OF THE POLICE SERVICES
ACT, R.S.O. 1990, C.P.15 AS AMENDED**

THIS POLICE SERVICE AGREEMENT (the "Agreement") is dated the 23rd day of March, 2020.

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 pursuant to 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 pursuant to Section 5(1)4. of the Act, the Township's responsibility to provide police services shall be discharged by entering into an agreement under Section 6.1 of the Act with the council of another municipality to have its police services provided by the Police Services Board of the other municipality on the conditions set out in the agreement;

AND WHEREAS on or about March 11, 2014, Council for the Township had previously requested the City to enter into an agreement pursuant to Section 6.1 of the Act to provide certain Police Services as specified in an Agreement, which resulted in an "Agreement for the Provision of Police Services Under Section 6.1 of the Police Services Act" between the parties dated March 24, 2014 ("2014 Agreement"), authorized by City By-law 2014-66, passed on April 28, 2014, for a term commencing June 1, 2014 and ending on May 31, 2019,

AND WHEREAS on December 19, 2017, the Township gave formal notice that it intended to terminate the 2014 Agreement effective December 31, 2018;

AND WHEREAS in October 2018, the new Sault Ste. Marie Police Chief approached Prince Township to discuss entering into a new agreement for the provision of Police Services.;

AND WHEREAS on or about the 10th day of December 2018, the Township and the City entered into an Extension Agreement authorized by By-law 2018-232, which extended the 2014 Agreement on a month to month basis commencing January 1, 2019 until such time as a new agreement could be forged between the City and the Township;

AND WHEREAS Council for the Township has now requested that the City enter into the within Agreement pursuant to Section 6.1 of the Act to provide certain Police Services as specified in this Agreement;

AND WHEREAS the City is agreeable to providing certain Police Services as specified in the within Agreement to the Township subject to the terms and conditions specified herein;

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM AND CONCLUSION OF 2014 AGREEMENT AND EXTENSION AGREEMENT

- (a) The parties hereto acknowledge and agree that the 2014 Agreement dated March 24, 2014 and Extension Agreement dated December 10, 2018 are hereby terminated effective March 22, 2020.
- (b) The parties hereto further acknowledge and agree that the Term of this Agreement will be for a period of five (5) years and shall commence March 23, 2020 and terminate on March 31, 2025. This Agreement is also subject to termination as prescribed in Section 5 of this Agreement.

2. POLICE SERVICES DETAILED

- (a) The Township requests and the City agrees to provide the following specific Police Services:
 - (i) The City shall 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 of Sault Ste. Marie and, more particularly such service

shall be similar to the service provided at present to the inhabitants of the City of Sault Ste. Marie situated in that area bounded by the prolongation of Base Line to the north and Airport Road to the east;

- (ii) The City agrees that it shall provide routine patrols of the Township;
- (iii) The Chief of Police of the City shall report to the Township, at mutually agreed upon intervals, regarding the provision of Police Services in and for the Township.

The above shall collectively be referred to as the "Police Services" in this Agreement.

- (b) The Township hereby acknowledges and agrees that pursuant to this Agreement, the City shall not respond to any other requests for Police Services other than the specific Police Services set out above.
- (c) The parties acknowledge that there is an agreement between the City and Township regarding the provision of 911 Services. The provision of 911 Services is exclusive to this Agreement, and therefore the provision of Police Services as detailed herein does not cover 911 Services.
- (d) Pursuant to Section 6.1(2) of the Act, the Township may select a person to advise the Sault Ste. Marie Police Services Board with respect to objectives and priorities for police services in the Township and the Sault Ste. Marie Police Services Board shall be receptive and respond appropriately to the objectives and priorities of the Township.
- (e) 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. The Provision of Police Services in this Agreement does **not** include the enforcement of any Township By-laws.

3. COSTS

- (a) The Township shall pay the City for the Police Services provided under this Agreement in accordance with the Agreement.
- (b) The Township covenants and agrees to pay the City the total sum of One Hundred, Seventy Five (\$175,000.00) for the first year plus HST, for the provision of Police Services. Thereafter the amount will increase yearly in accordance with the CPI Ontario for the previous calendar year, commencing April 2021 and every April in the Term. The amount in the first year will be payable as follows:

The Township will pay the City the above amount in evenly disbursed monthly installments shown below inclusive of HST:

April	\$16,479.16
May	\$16,479.16
June	\$16,479.16
July	\$16,479.16
August	\$16,479.16
September	\$16,479.16
October	\$16,479.16
November	\$16,479.16
December	\$16,479.16
January	\$16,479.16
February	\$16,479.16
March	\$16,479.16

- (c) Special Duty officers provided by the City to the Township for an event located within the geographic confines of the Township will be provided **at a cost that is in addition to this Agreement** and the costs payable by the Township to the City shall be determined by the City in its sole discretion. The City shall promptly invoice the Township following the provision of any Special Duty Officers and thereafter the Township shall pay the City within thirty (30) days the amount so invoiced by the City.

4. LIABILITY OF THE CITY AND THE SAULT STE. MARIE POLICE SERVICES BOARD

The City and the Sault Ste. Marie Police Services Board shall be liable for any damages that may arise as a result of any intentional or negligent acts or omissions of its members in the performance of this Agreement.

5. TERMINATION

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least (90) days' written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause a, this Agreement shall terminate on March 31, 2025. If the Township wants to extend the Agreement beyond the said date, the Township shall give to the City ninety (90) days' written notice of its intention to renegotiate a new agreement. The extension of this Agreement (if any) is subject to the successful negotiations of the parties hereto following receipt of this notice and Council approval of both parties.

- (c) In the event the Township fails to make any payment as set out in Clause 3, the City may, at its option and upon thirty (30) days' written notice to the Township, terminate this Agreement.
- (d) Paragraphs 2-5 inclusive shall survive the termination or completion of this Agreement.

6. NOTICE

The City or the Township upon Termination shall provide written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

The City:

Chief of Police
 Sault Ste. Marie Police Service
 580 Second Line East, Sault Ste. Marie ON P6B 4K1

and to:

Chief Administrative Officer
 The Corporation of the City of Sault Ste. Marie
 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

The Township:

The Clerk/Treasurer
 The Corporation of the Township of Prince
 3042 Second Line West, Sault Ste. Marie ON P6A 6K4

7. DISPUTE RESOLUTION MECHANISM

In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this Agreement, the parties agree that the following dispute resolution process shall be used:

- (a) A meeting must be held promptly between the parties, attended by the parties' respective Chief Administrative Officers regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- (b) If, within fourteen (14) days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to mediation.

- (c) The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) business days after the end of the negotiation period referred to in paragraph 2, the mediator shall be appointed by ADR Chambers based on a recommendation and process implemented by the Chief Executive Officer (or similar position) of the ADR Chambers, or such other organization or person agreed to by the parties in writing.
- (d) The parties agree to participate in good faith in a mediation session which must occur within thirty (30) days after the appointment of the mediator, or such further period agreed to by the parties in writing.
- (e) If the parties are unable to resolve all issues in dispute in the mediation, the parties agreed that the remaining issues in dispute must be determined by arbitration under the Arbitration Act, 1991, S.O. 1991, c. 17. The parties agree that the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

The parties agree to share equally the costs of the mediation and arbitration, which costs will not include costs incurred by a party for representation by counsel.


8. GENERAL PROVISIONS

- (a) This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.
- (b) This Agreement constitutes 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.
- (c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

(d) This Agreement shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE



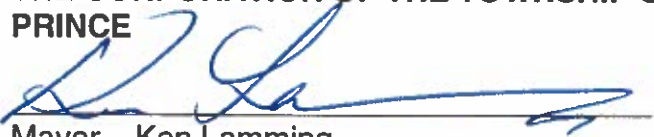
Mayor – Christian Provenzano


City Clerk – ~~Malcom White~~ Rachel Tydzuski


APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW# 2020-115

THE CORPORATION OF THE TOWNSHIP OF PRINCE



Mayor – Ken Lamming


Township Clerk – Peggy Greco

