Bill No. 210 2016	
By-law No. A	

A by-law to approve the Community Policing Partnerships (CPP) Program and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

- 1. The agreement <u>attached</u> hereto as Schedule "A" to this by-law be entered into between Her Majesty The Queen in Right of Ontario as represented by the Minister of the Ministry of Community Safety and Correctional Services, The Corporation of the City of London and the London Police Services Board as it relates to the provision of funding under the Community Policing Partnerships Program to maintain a front-line presence.
- 2. The Mayor and the City Clerk are authorized to execute the agreement attached hereto as Schedule "A".
- 3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 31, 2016.

Matt Brown Mayor

Catharine Saunders City Clerk

## SCHEDULE 'A"

THIS AMENDING AGREEMENT effective as of the 30<sup>th</sup> day of March, 2016.

## **BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Community Safety and Correctional Services

(the "Ministry")

- and -

The Corporation of the City of London

(the "Recipient")

- and -

**London Police Services Board** 

(the "Board")

WHEREAS in 1998, the Ministry established the Community Policing Partnerships (CPP) Program (the "Program") as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

**AND WHEREAS** in order to provide funds for the Program for the period that commenced April 1, 2014 and ends March 31, 2016, the Ministry entered into an agreement with the Recipient and the Board (the "Agreement");

AND WHEREAS the Ministry wishes to continue to provide Program funds to the Recipient and the Board for the period commencing April 1, 2016 and ending March 31, 2017;

AND WHEREAS the parties wish to amend the Agreement for this purpose;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

## ARTICLE 1 - AMENDMENTS TO THE AGREEMENT

- 1.1 In accordance with section 34.2 of the Agreement, the parties agree to amend the Agreement is as follows:
  - (a) Section 1.2 Definition of Funding Year is hereby deleted and replaced with the following:
    - "Funding Year" means any of Funding Year 1, Funding Year 2 or Funding year 3.
  - (b) Section 1.2 Definition of Maximum Funds is hereby deleted and replaced with the following:
    - "Maximum Funds" means \$2,700,000.00.
  - (c) Section 1.2 Definition of "Funding Year 3" is hereby added:
    - "Funding Year 3" means the period commencing April 1, 2016 and ending March 31, 2017.
  - (d) Section 1.2 Definition of Project Completion Date is hereby deleted and replaced with the following:
    - "Project Completion Date" means March 31, 2015 for Funding Year 1, March 31, 2016 for Funding Year 2 and March 31, 2017 for Funding Year 3.

(e) Section 1.2 Definition of Expiry Date is hereby deleted and replaced with the following:

"Expiry Date" means March 31, 2017, unless terminated earlier pursuant to this Agreement.

## ARTICLE 2 – AGREEMENT AS AMENDED IN FULL FORCE AND EFFECT

2.1. The Agreement, as amended by this Amending Agreement, constitutes the entire agreement between the parties and supersedes any and all prior understandings, agreements, negotiations, and discussions between the parties, whether oral or written, relating to the Agreement or Amending Agreement. With the exception of the amendments set out in Article 1 of this Amending Agreement, all other provisions of the Agreement, as amended, and the schedules thereto shall remain unchanged and in full force and effect.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

as represented by the Minster of Community Safety and Correctional Services	
Stephen Waldie	Date
Director Pursuant to delegated authority	
The Corporation of the City of Lon	ıdon
Name: Title: I have authority to bind the Recipient	Date
Witness Name	
Name: Title:	Date
London Police Services Board	
Name: Title: I have authority to bind the Board.	Date
Witness Name	
Name:	Date