

Bill No. 211
2016

By-law No. A.-_____

A by-law to approve the Safer Communities – 1,000 Officers Partnership 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 attached 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 Safer Communities – 1,000 Officers Partnership Program.
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

First reading – May 31, 2016
Second reading – May 31, 2016
Third reading – May 31, 2016

SCHEDULE "A"

THIS AMENDING AGREEMENT effective as of the 30th 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 2003, the Ministry established the Safer Communities – 1,000 Officers Partnership (1,000 Officers) 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 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 **\$4,200,000.00**.

(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 Minister of Community Safety and
Correctional Services**

Stephen Beckett
Assistant Deputy Minister
Pursuant to Delegated Authority

Date

The Corporation of the City of London

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:
Title:

Date