

PARTNERSHIP AGREEMENT

between

THE CORPORATION OF THE TOWNSHIP OF PICKLE LAKE

(the "Township")

and

THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

(the "Municipality")

*(jointly referred to as "the Parties" or
"Municipalities" or "Councils")*

with regard to the

SIOUX LOOKOUT OPP DETACHMENT BOARD

(the "Board")

A. BACKGROUND

The new Ontario *Community Safety and Policing Act* (CSPA or the Act), passed in 2019, came into force on April 1, 2024. Among many other changes, the new legislation has significantly changed how policing is provided in Ontario and has "converted" several existing Police Services Boards (PSBs) to regional "OPP Detachment Boards" (DBs) comprising more than one municipality.

Policing in the Township of Pickle Lake and the Municipality of Sioux Lookout (in addition to four First Nations communities) is provided by the Sioux Lookout OPP Detachment. Both Municipalities had PSBs under Section 10 of the *Police Services Act*, which has been repealed.

The new Act and O.Reg. 135/24 have stipulated that the Township of Pickle Lake and the Municipality of Sioux Lookout form a new joint OPP Detachment Board. Therefore, the Township of Pickle Lake and the Municipality of Sioux Lookout must work together in order to implement the requirements of the legislation.

NOTE: The four First Nations communities served by the Sioux Lookout OPP Detachment have opted out of participating on the new Board. This has been sanctioned by the Ministry of the Solicitor General.

B. PURPOSE OF PARTNERSHIP AGREEMENT

The purposes of this Partnership Agreement are to:

1. identify requirements in the legislation that fall under the jurisdiction of the Municipalities;
2. identify issues that require decisions of and/or approval by the Municipalities, and to establish processes for decision-making;
3. to set out how the Parties will work together to ensure success of the new Detachment Board (DB); and
4. confirm mutual agreement by the Municipalities of the partnership.

C. ELEMENTS OF THE PARTNERSHIP AGREEMENT

This Agreement covers the following:

1. agreement that the Parties will work together as the Municipalities that jointly the Board;
2. the responsibilities and obligations of the Parties in relation to the Sioux Lookout OPP Detachment Board as set out in the *Community Safety and Policing Act (CSPA or the Act)*;
3. how certain Board-related matters will be handled by the Parties;
4. the Composition of the Board (legislated)
5. the Purposes of the Board;
6. the Roles and Responsibilities of the Board (legislated and as determined by Board)
7. the Authority of the Board (legislated and as determined by the Councils)
8. Council and Community Appointments to the Board, Eligibility, Qualifications, Term of Office, Filling of Vacancies; Initial Training for Board Members (legislated and as determined by Board or Councils)
9. the Reporting Relationship between the Board and the Parties (legislated and as determined by the Board and/or the Councils)
10. the decision-making process for various financial decisions, namely:
 - i. approval of remuneration for the Provincial Appointee, apportionment of costs, billing statement, and payments (legislated and as determined by the Councils)
 - ii. remuneration for the Community Representatives appointed to the Board, apportionment of costs, billing statement and payment (as determined by the Councils);
 - iii. remuneration for the Council Member appointees to the Board;
 - iv. approval of the Detachment Board Estimates/Budget and apportionment of costs (legislated or as determined by the Councils).

D. DETACHMENT BOARD NOT A "LOCAL BOARD" OR "INSTITUTION" FOR MFIPPA PURPOSES

A "local board" is defined in the *Municipal Act*, the *Municipal Affairs Act*, and other legislation. The designation as a "local board" confers a certain legal status on various municipal bodies (boards, committees, etc.) and imposes certain restrictions and requirements on those bodies. In some legislation, certain bodies are deemed "not to be a local board" for various purposes. One type of those "exempt" bodies is a "police service board", which is different from an "OPP detachment board". Many pieces of legislation are "silent" with regard to OPP detachment board" -- they're neither mentioned nor "exempted" from various definitions.

Despite conflicting legislation and interpretations on this matter, OPP detachment boards have been deemed not to be "local boards" by the Ministry of the Solicitor General as evidenced by an email dated April 22, 2024, from a Police Services Advisor (redacted copy attached as Appendix A-1). Notwithstanding this determination, detachment boards are still subject to certain requirements such as provisions for Special and Regular meetings, open and closed meetings, notice, etc., as set out in the Act.

The Ministry has also determined that OPP detachment boards are not "institutions" for the purposes of the *Municipal Freedom of Information & Protection of Privacy Act*, also as evidenced in Appendix A-1

In addition, the Ministry has determined that a detachment board is not a committee of council and, in fact, the board and council are "separate legal entities", per the Training Aid that accompanies the mandatory training provided by Ontario Police College on behalf of the Ministry (excerpt attached as Appendix A-2).

These determinations are reflected in this Agreement, and shall be reflected in the Sioux Lookout OPP Detachment Board's "Rules and Procedures" (required under Section 46 of the Act), and the operations and activities of the Sioux Lookout OPP Detachment Board, until and unless evidence and/or direction to the contrary is received.

THE PARTIES AGREE TO THE FOLLOWING:

E. COMMITMENT TO WORK TOGETHER

Although it is not a requirement of the *Community Safety and Policing Act*, the Township of Pickle Lake and the Municipality of Sioux Lookout wish to enter into a Partnership Agreement to implement their obligations and responsibilities under the Act.

The Agreement creates and affirms a partnership and represents a willingness of the Parties to work together rather than just a legislated obligation.

The Agreement sets out some very general, overarching principles, i.e. the Municipalities' obligations, how certain things will be carried out, etc., as well as some very specific issues that require decisions, i.e. approval of the Board's Estimates/Budget, remuneration of Board Members, etc. The Agreement is not intended to address the day-to-day operation of the Board. In accordance with the Act, the Board will have to develop "Rules and Procedures" to deal with the specifics of how it will operate, subject to the Act.

This Partnership presents a valuable opportunity to combine our efforts and resources for the good of policing in both communities. By working together, we can achieve more efficient and effective solutions to common challenges.

Also, in accordance with the Act, the Board will have to develop "Rules and Procedures" to deal with the "nuts and bolts" of how it will operate.

The Agreement creates and affirms a partnership and represents a willingness of the Parties to work together rather than just a legislated obligation as set out in the Act.

F. ROLES AND RESPONSIBILITIES OF THE PARTIES

The Parties agree that Roles and Responsibilities of the Parties include, but are not limited to, the following:

- Make decisions on Detachment Board-related issues within the Councils' jurisdiction, i.e. remuneration of Board Members, approval of the Board's Estimates/Budget, determination of apportionment of costs, etc.
- As much as practicable, make appointments as required on a timely basis so as not to delay the business of the Board.
- That the Treasurer of the Municipality of Sioux Lookout will be the Treasurer for the Detachment Board and administer the Board's funds as required.
- To act in a timely fashion on all matters relating to the Detachment Board and this Agreement.

G. COMPOSITION OF THE BOARD (legislated)

As set out in Section 67(2) and O.Reg. 135/24 of the Act, or unless otherwise determined by the Solicitor General (the Minister) and/or Provincial Legislation, the Board shall be comprised of:

- one Member of Council appointed by the Council of each of the Parties (total: 2 Members)
- one Community Representative appointed by the Council of each of the Parties (total: 2 Members)
- one Provincial Appointee appointed by the Minister.
- TOTAL: 5 members

H. PURPOSES OF THE BOARD

The purposes of the Board may include, but not be limited to, the following:

1. make decisions, when appropriate, and submit information to the Councils on various matters in accordance with its legislative mandate as set out in the Act;
2. comply with the prescribed standards, if any, with respect to the exercise of its powers and the performance of its duties under the Act;
3. make decisions on matters within its jurisdiction and provide advice and information to the Councils on specialized matters as outlined in the Act and as requested;
4. work with and provide advice and information to the Sioux Lookout OPP Detachment Commander as outlined in the Act and as requested;
5. facilitate public input on programs and ideas when appropriate and approved by the Board to ensure the work of the Board is representative of the communities it serves;
6. make decisions to enhance the quality of life and ensure the safety and security of all persons and property in the Municipalities, in keeping with the OPP Strategic Plan, the Sioux Lookout OPP Detachment's Local Action Plan and any annual objectives and principles established by the Board.

I. ROLES AND RESPONSIBILITIES OF THE BOARD (legislated and as determined by the Board)

In accordance with Section 68(1) of the Act, the Board shall:

1. consult with the Commissioner of the OPP regarding the selection of a Detachment Commander and otherwise participate in the selection of the Detachment Commander, in accordance with the Regulations made by the Minister;
2. determine objectives and priorities for the Detachment, not inconsistent with the strategic plan prepared by the Minister, after consultation with the Detachment Commander or his or her designate;
3. advise the Detachment Commander with respect to policing provided by the Detachment;
4. monitor the performance of the Detachment Commander;
5. review the reports of the Detachment Commander regarding policing provided by the Detachment; and
6. on or before June 30 in each year, provide an annual report to the Municipalities regarding the policing provided by the Detachment in their Municipalities. (For the purposes of transition from the Police Services Board to the Detachment Board, the first annual report of the Board to the Municipalities will be filed by June 30, 2025.)

In addition:

7. Members shall prepare for attend and participate in Board Meetings as required.
8. In accordance with Section 67(6)(2), 35(6) and O.Reg. 409/23 of the Act, the Board shall conduct itself in keeping with the prescribed Code of Conduct.
9. In accordance with Section 46 of the Act, the Board shall develop its "Rules and Procedures" and shall conduct itself accordingly.
10. The Board may solicit, document and consider public input when appropriate, as determined by the Board.

J. AUTHORITY OF THE BOARD (legislated and as determined by the Board)

1. The Board's authority to delegate its authority to a sub-committee of the Board is restricted to the scope described in Section 42 of the Act.
2. The Board has the authority to undertake special projects or research matters that arise and that are within its jurisdiction and the scope of this Agreement. The responsibility for these assignments remains with the Board or designate.

K. APPOINTMENTS TO THE BOARD, ELIGIBILITY/QUALIFICATIONS, TERM OF OFFICE, FILLING VACANCIES, INITIAL TRAINING

1. Appointments to the Board; Eligibility/Qualifications

- 1.1 Appointments to the Board shall be made in accordance with the provisions of Sections 67(6) and 33 of the Act.
- 1.2 Council Member appointments to the Board shall be made by the respective Council (one per Council).
- 1.3 Community Representative appointments to the Board shall be made by the respective Council (one per community appointed by the respective Council).
- 1.3.1 Qualifications are as set out in Section 33(1) of the Act. In addition, the Community Representative shall not be an employee of either of the Parties. Preference will be given to persons demonstrating related knowledge or experience.
- 1.4 The Provincial Appointee (one) to the Board shall be made by the Minister (the Solicitor General).
- 1.5 Sections 33(4) and (5) of the Act sets out who is ineligible to be appointed to the Board.

2. Term of Office

- 2.1 The term of office of a Board Member appointed by a single municipality shall be as set out by the municipality in the appointment, but, shall not exceed the term of office of the Council that appointed the Member, per O.Reg. 135/24, Section 6(1).
- 2.2 Notwithstanding Section 2.1 above and per O.Reg. 135/24(6)(3), the Member may continue to sit until the earlier of
- six months after the expiry of their term of office; or
 - the day the Member's successor is appointed by the respective Council.
- 2.3 The Term of Office for Provincial Appointee shall be as determined by the Minister.

3. Filling Vacancies

- 3.1 The Councils agree to fill any vacancies as soon as practicable so as to not delay the business of the Board.
- 3.2 The Board shall notify the respective Council of a vacancy in the position of one of their appointments as soon as practicable.
- 3.3 Vacancies in the positions of the Council and Community Representatives shall be filled at the discretion of the respective Council, subject to the Act.
- 3.4 Vacancies in the position of the Provincial Appointee shall be filled at the discretion of the Minister.

4. Initial Training for Board Members

When a new Member is appointed, the Board's Administrator, or delegate, shall ensure that the Member is registered as soon as possible for the mandatory training for Detachment Board Members, as required by the Act, and shall follow up to ensure that the Member has successfully completed the training before s/he can exercise his/her powers or perform his/her duties as a Member, per Sections 67(6) and 35(3) of the Act.

L. REPORTING RELATIONSHIP BETWEEN THE BOARD AND THE PARTIES

The Board shall report to the respective Councils that appoint members to the Board in accordance with the Act, or as requested by the Councils.

M. FINANCIAL MATTERS

Further to Section C.10 herein, this Section sets out the process for making various financial decisions.

1. REMUNERATION -- PROVINCIAL APPOINTEE -- Legislation, Process, Apportionment of Costs, Billing Statement, and Payments

1.1 Applicable Legislation -- PROVINCIAL APPOINTEE REMUNERATION -- Determine and Approve

In accordance with Sections 7(1) and (2) of O.Reg. 135/24 of the Act:

1.1.1 The amount of remuneration to be paid to the Board's Provincial Appointee shall be determined by unanimous agreement of the Municipalities comprising the Board.

1.1.2 If the Municipalities are unable to reach unanimous agreement, then the Minister shall determine the remuneration to be paid to the Member.

1.2 Process -- Determine and Approve -- PROVINCIAL APPOINTEE REMUNERATION

1.2.1 As part of its annual Estimates/Budget process (in approximately September or October of each year), the Board will review the remuneration being paid to the Provincial Appointee. The Board shall determine whether or not any change is required.

1.2.2 The Board will have regard to any existing decisions and/or arrangements that have been made or are in place with regard to remuneration, e.g. if the remuneration being paid is effective for more than one year.

1.2.3 The Board shall include any change to the remuneration, or an indication that no change will be made, when it submits its Estimates/Budget and remuneration to the Municipalities for approval. Approval of the Estimates/Budget and the remuneration shall be evidenced by each Council in two separate motions, Certified True Copies of which shall be filed with the Board Administrator.

1.2.4 Either Municipality, on motion of Council, may, at any time, request the Board to review the Provincial Appointee's remuneration, subject to any existing decisions/arrangements, and subject to legislation.

1.3 Apportionment of Costs -- PROVINCIAL APPOINTEE REMUNERATION

1.3.1 Applicable Legislation -- Apportionment of Costs -- PROVINCIAL APPOINTEE REMUNERATION

In accordance with Sections 7(3) and (4) of O.Reg. 135/24 of the Act:

Each of the Municipalities shall pay an equal share of the remuneration of the Provincial Appointees, unless the Municipalities unanimously agree to allocate the costs among themselves on a basis other than equal shares and, for as long as they remain in unanimous agreement, the costs shall be shared in the manner agreed to by the Municipalities.

1.3.2 Process – Apportionment of Costs – PROVINCIAL APPOINTEE REMUNERATION

- 1.3.2.1 As part of its annual Estimates/Budget process (in approximately September or October of each year), the Board shall review the existing apportionment of costs of the Provincial Appointee Remuneration. The Board shall determine whether or not any change is required and shall include any change, or an indication that no change will be made, when it submits its Estimates/Budget to the Municipalities for approval.
- 1.3.2.2 Either Municipality, on motion of Council, may, at any time, request the Board to review the apportionment, subject to any existing decisions/arrangements, and subject to legislation.

1.4 Billing Statement and Payments -- PROVINCIAL APPOINTEE REMUNERATION

1.4.1 Applicable Legislation – Billing Statement and Payments -- PROVINCIAL APPOINTEE REMUNERATION

In accordance with Sections 7(5) and (6) of O.Reg. 135/24:

- 1.4.1.1 The Board shall, periodically through the year, provide each Municipality with a statement identifying the amount that the Municipality owes towards the remuneration of the Provincial Appointee.
- 1.4.1.2 A Municipality that receives a statement under 1.4.1.1 shall pay the amount set out in the statement to the Board within 30 days after receiving the statement; and
- 1.4.1.3 The Board shall remunerate the Provincial Member from the amounts received from the Municipality.

1.4.2 Process – Billing Statement and Payments – PROVINCIAL APPOINTEE REMUNERATION

The Board, through the Board's Administrator, shall cause the statement referred to in Section 7(5) of O.Reg. 135/24, and Section 1.4.1.1 above to be prepared by the Municipality of Sioux Lookout and sent to the Township of Pickle Lake on a quarterly basis, as agreed to by the Parties.

1.4.3 Other – PROVINCIAL APPOINTEE REMUNERATION

To clarify, the Provincial Appointee will receive reimbursement for approved Board expenses in accordance with the Board's Rules and Procedures.

2. REMUNERATION – COMMUNITY REPRESENTATIVES – Legislation, Agreement, Process, Apportionment of Costs, Billing Statement and Payments

2.1. Applicable Legislation and Agreement – COMMUNITY REPRESENTATIVES' REMUNERATION

- 2.1.1 There is nothing in the Act that requires the Community Representatives on the Board to be paid.

However, in the interest of fairness, the Parties agree to pay the Community Representatives the same as the Provincial Appointee.

- 2.1.3 Either Municipality, on motion of Council, may, at any time, request the Board to review the Community Representatives' remuneration, subject to any existing decisions/arrangements, and subject to legislation.

2.2 Apportionment of Costs -- COMMUNITY REPRESENTATIVES' REMUNERATION

2.2.1 Applicable Legislation -- Apportionment of Costs -- COMMUNITY REPRESENTATIVES' REMUNERATION

2.2.1.1 There is nothing in the Act that requires the apportionment of the remuneration paid to the Community Representatives.

However, the Parties agree that the apportionment shall be the same as for the remuneration of the Provincial Appointee.

2.2.2 Process -- Apportionment of Costs -- COMMUNITY REPRESENTATIVES' REMUNERATION

2.2.2.1 As part of its annual Estimates/Budget process (in approximately September or October of each year), the Board shall review the existing apportionment of costs of the Community Representatives' Remuneration. The Board shall determine whether or not any change is required and shall include any change, or an indication that no change will be made, when it submits its Estimates/Budget to the Municipalities for approval.

2.2.2.2 Either Municipality, on motion of its Council, may, at any time, request the Board to review the apportionment, subject to any existing decisions/arrangements, and subject to legislation.

2.3 Billing Statement and Payments -- COMMUNITY REPRESENTATIVES' REMUNERATION

2.3.1 Applicable Legislation and Agreement -- Billing Statement and Payments -- COMMUNITY REPRESENTATIVES' REMUNERATION

2.3.1.1 There is nothing in the Act that requires any special billing or payment arrangements for the Community Representatives' Remuneration.

However, the Parties agree that the billing statement and payment arrangements for the Community Representatives' Remuneration shall be the same as for the billing statement and payment of the remuneration of the Provincial Appointee, as set out below.

The remuneration for the Community Representatives and the Provincial Appointee shall be on the same statement but shall be itemized separately.

2.3.1.2 The Board shall, periodically throughout the year, provide each municipality with a statement identifying the amount that a municipality owes towards the remuneration of the Community Representatives.

2.3.1.3 A Municipality that receives a statement under 2.3.1.2 shall pay the amount set out in the statement to the Board within 30 days after receiving the statement.

2.3.1.4 The Board shall remunerate the Community Representatives from the amounts received from the Municipality.

2.4 Process -- Billing Statement and Payments -- COMMUNITY REPRESENTATIVES' REMUNERATION

2.4.1 The Board, through the Board's Administrator, shall cause the statement referred to in Section 2.3.1.2 above to be prepared by the Municipality of Sioux Lookout and sent to the Township of Pickle Lake on a quarterly basis, as agreed to by the Parties.

2.5 Other – COMMUNITY REPRESENTATIVES' REMUNERATION

2.2.1 The Community Representatives will receive reimbursement for approved Board expenses in accordance with the Board's Rules and Procedures.

3. REMUNERATION -- COUNCIL MEMBER APPOINTEES

3.1 Council Member Appointees will not receive additional remuneration beyond their regular Council pay.

3.2 Council Member Appointees will receive reimbursement for approved Board expenses in accordance with the Board's Rules and Procedures.

4. DETACHMENT BOARD ESTIMATES/BUDGET – Legislation, Process, Approval, Apportionment of Costs, Forwarding to Municipalities for Approval, Billing Statement and Payments

4.1. Applicable Legislation – DETACHMENT BOARD ESTIMATES/BUDGET

4.1.1 In accordance with Section 71 of the CSPA, an OPP Detachment Board shall prepare Estimates (a Budget), in accordance with the Regulations, of the total amount that will be required to pay the expenses of the Board's operation, other than the remuneration of Board Members, which has to be shown separately. The Board shall then submit the estimates to every municipality that receives policing from the Detachment along with a statement of the municipality's share of the costs, which are to be determined in accordance with the Regulations.

4.1.2 O.Reg. 135/24, Section 3 states that a Detachment Board shall annually prepare estimates setting out the total amount that is required to pay the expenses of the Board's operation, other than the remuneration of Board Members. It further states that each municipality in the area for which the OPP Detachment Board has responsibility shall pay to the OPP Detachment Board an equal share of the amount set out in the Board's estimates unless the municipalities unanimously agree to allocate the costs among themselves on a basis other than equal shares, and, for as long as they remain in unanimous agreement, the costs shall be shared in the manner agreed to by the municipalities.

4.2 Process, Approval and Forwarding to Municipalities -- DETACHMENT BOARD ESTIMATES/BUDGET

4.2.1 In approximately September or October of each year, to coincide with each of the Municipalities' budget processes, the Board will review its previous year's budget and the revenue received and expenses incurred throughout the year and consider any new initiatives that the Board may wish to undertake, i.e. public engagement, strategic initiatives, etc. New Estimates/Budget will be developed for the next year.

4.2.2 Once the Apportionment of Costs has been approved in principle by the Board (See Section 4.3 below), the new Estimates/Budget, as approved by the Board, showing remuneration for the Provincial Appointee and Community Representatives (if approved) separately, shall be forwarded to each of the Municipalities for their approval.

4.3 Apportionment of Costs -- DETACHMENT BOARD ESTIMATES/BUDGET

4.3.1 Applicable Legislation – DETACHMENT BOARD ESTIMATES/BUDGET

4.3.1.1 In accordance with Section 3(2) of O.Reg. 135/24 of the CSPA, each municipality in the area for which the OPP Detachment Board has responsibility shall pay to the OPP Detachment Board an equal share of the amount set out in the Board's Estimates.

- 4.3.1.2 However, Section 3(3) of O.Reg. 135/24 states that, despite Section 3(2) of O.Reg. 135/24, the municipalities that are required to pay a share of the Board's Estimates may unanimously agree to allocate the costs among themselves on a basis other than equal shares and, for as long as they remain in unanimous agreement, the costs shall be shared in the manner agreed to by the municipalities.

4.3.2 Process -- Determine and Approve -- Apportionment of Costs -- DETACHMENT BOARD ESTIMATES/BUDGET

- 4.3.2.1 As part of its annual Estimates/Budget process (in approximately September or October of each year), the Board shall review the existing apportionment of costs of the Estimates/Budget. The Board shall determine whether or not any change is required and shall include any change, or an indication that no change will be made, when it submits its Estimates/Budget to the Municipalities for approval.
- 4.3.2.2 Either Municipality, on motion of its Council, may, at any time, request the Board to review the apportionment of costs for the Estimates/Budget, subject to legislation.

4.3.4 Billing Statement and Payment -- Agreement -- DETACHMENT BOARD ESTIMATES/BUDGET

4.3.4.1 Applicable Legislation and Agreement -- Billing Statement and Payment -- DETACHMENT BOARD ESTIMATES/BUDGET

- 4.3.4.1.1 There is nothing in the Act that requires any special billing or payment arrangements for the billing and payment of the Detachment Board operating costs.

However, the Parties agree that the billing statement and payment arrangements for the operating costs shall be the same as for the billing statement and payment of the remuneration of the Board Members as set out below.

- 4.3.4.1.2 The Board shall, at intervals throughout the year as agreed to by the Municipalities, provide each Municipality with a statement identifying the amount that a Municipality owes towards the operating costs.
- 4.3.4.1.3 A Municipality that receives a statement under 4.3.4.1.1 shall pay the amount set out in the statement to the Board within 30 days after receiving the statement.
- 4.3.4.1.4 The Board, through the Board's Administrator, shall cause the statement referred to in Section 4.3.4.1.1 above to be prepared by the Municipality of Sioux Lookout and sent to the Township of Pickle Lake at intervals throughout the year as agreed to by the Municipalities.

N. CONFLICT OR INCONSISTENCY

In the event of a conflict or inconsistency between this Agreement and applicable legislation, the provisions in the legislation shall prevail.

O. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

P. EFFECTIVENESS AND DATE

1. **Effective Date:** This Agreement will become effective when both Parties have signed it.
2. **Date of Agreement:** The date of this Agreement will be the date this Agreement is signed by the last Party to sign it as indicated by the date associated with that Party's signature below.

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below, as authorized by By-law passed by the Council of each Municipality.

For The Corporation of the Township of Pickle Lake:


James Dalzell, Mayor


Lynda Colby, Town Clerk

July 23/2024
Date

2024-23
By-law No. ~~XX-XX~~ (attached)
3m

For The Corporation of the Municipality of Sioux Lookout:


Doug Lawrance, Mayor


Brian P. MacKinnon, Municipal Clerk

July 25, 2024
Date

By-law No. 59-24 (attached)

THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

BY-LAW NO. 59-24

**BEING A BY-LAW TO AUTHORIZE AND DIRECT THE MAYOR AND THE CLERK
TO EXECUTE A PARTNERSHIP AGREEMENT BETWEEN
THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT AND
THE CORPORATION OF THE TOWNSHIP OF PICKLE LAKE
PERTAINING TO THE SIOUX LOOKOUT OPP DETACHMENT BOARD**

WHEREAS the Council of The Corporation of the Municipality of Sioux Lookout deems it advisable and expedient to enter into an Partnership Agreement with The Corporation of the Township of Pickle Lake pertaining to the Sioux Lookout OPP Detachment Board; and

WHEREAS Section 9 of the *Municipal Act 2001, as amended*, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

WHEREAS entering into agreements is considered to be a natural person capacity, right, power, or privilege;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT ENACTS AS FOLLOWS:

1. THAT the Mayor and the Clerk are hereby authorized and directed to execute the above-noted Agreement between The Corporation of the Township of Pickle Lake and The Corporation of the Municipality of Sioux Lookout with regard to the Sioux Lookout OPP Detachment Board.
2. THAT the Agreement is attached as Schedule A to this By-law.
3. THAT the Mayor's and the Clerk's authority and direction to execute the above-noted Agreement extends to any administrative amendments.
4. THAT this By-law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS SEVENTEETH DAY OF JULY, 2024.



Doug Lawrance, Mayor



Brian P. MacKinnon, CAO & Municipal Clerk

Certified a good and true copy



Jacqueline M. Trenholm

Deputy Clerk

Date: July 22/24

The Corporation of the Township of Pickle Lake

By-Law 2024-23

**BEING A BY-LAW TO AUTHORIZE AND DIRECT THE MAYOR AND THE CLERK
TO EXECUTE A PARTNERSHIP AGREEMENT BETWEEN
THE CORPORATION OF THE TOWNSHIP OF PICKLE LAKE AND
THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT
PERTAINING TO THE SIOUX LOOKOUT OPP DETACHMENT BOARD**

WHEREAS THE Council of The Corporation of the Township of Pickle Lake deems it advisable and expedient to enter into a Partnership Agreement with The Corporation of the Municipality of Sioux Lookout pertaining to the Sioux Lookout OPP Detachment Board; and

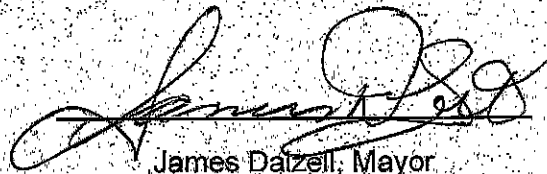
WHEREAS Section 9 of the Municipal Act 2001, as amended, grants municipalities the capacity, right, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

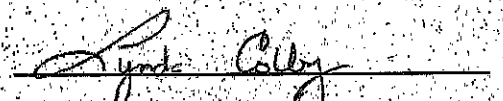
WHEREAS entering into agreements is considered to be a natural person capacity, right, power, or privilege;

NOW THEREFORE, the Council of The Corporation of the Township of Pickle Lake enacts as follows:

1. **THAT** the Mayor and the Clerk are hereby authorized and directed to execute the above-noted Agreement between the Corporation of the Township of the Municipality of Sioux Lookout and The Corporation of the Township of Pickle Lake with regards to the Sioux Lookout OPP Detachment Board.
2. **THAT** the Agreement is attached as Schedule A to this By-Law.
3. **THAT** the Mayor's and the Clerk's authority and direction to execute the above-noted Agreement extends to any administrative amendments.
4. **THAT** this By-law come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS TWENTY THIRD DAY OF JULY 2024.


James Daizell, Mayor


Lynda Colby, Clerk