

**THE CORPORATION OF THE CITY OF KENORA**

**BY-LAW NUMBER 148-2009**

**A BY - LAW TO AUTHORIZE THE EXECUTION OF A PROSECUTION SERVICES CONTRACT BETWEEN THE CORPORATION OF THE CITY OF KENORA AND RICK STRAIN WITH RESPECT TO THE PROVISION OF PROSECUTION SERVICES IN RELATION TO PROSECUTION OF PART I AND PART II OF THE PROVINCIAL OFFENCES ACT**

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**WHEREAS** the Corporation of the City of Kenora and the Attorney General have entered into a Memorandum of Understanding with respect to Provincial Offences Act transfer of responsibilities to the City; and

**WHEREAS** it is deemed expedient to enter into a contractual agreement for the provision of Prosecution Services for the prosecution of matters under Part I and Part II of the Provincial Offences Act;

**NOW THEREFORE** the Council of the Corporation of the City of Kenora hereby enacts as follows:

1. **THAT** the City of Kenora enters into a Prosecution Services contract with Rick Strain for the provision of prosecution services regarding matters to be prosecuted under Part I and Part II of the Provincial Offences Act;
2. **THAT** this contract covers a time period commencing on October 19, 2009 and ending on May 31, 2010 with a one year renewable clause;
3. **THAT** the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute the contract attached to and forming part of this By-Law as Schedule "A" between The Corporation of the City of Kenora and Rick Strain;
4. **THAT** this By-Law shall come into force and take effect on final passing.

**BY-LAW READ A FIRST & SECOND TIME THIS 19TH DAY OF OCTOBER, 2009.**

**BY-LAW READ A THIRD & FINAL TIME THIS 19TH DAY OF OCTOBER, 2009.**

**THE CORPORATION OF THE CITY OF KENORA:**

.....MAYOR  
**Len Compton**

.....CLERK  
**Joanne McMillin**

## **SCHEDULE "A" BY-LAW NUMBER 148-2009**

### **PROSECUTION SERVICES CONTRACT**

- BETWEEN -

**RICK STRAIN**

- AND -

**THE CITY OF KENORA**

#### **1.0 Contract for Services**

The City of Kenora (hereinafter referred to as the City) hereby engages the services of Rick Strain (hereinafter referred to as the Municipal Prosecutor) for the provision of prosecution responsibility and duties regarding matters under Part I and Part II of the Provincial Offences Act as transferred from the Ministry of the Attorney General to the City of Kenora and in accordance with the Memorandum of Understanding entered into between the City and the Attorney General.

The Municipal Prosecutor shall undertake the specific tasks and activities as outlined in the attached Job Description and governed by the Standards as set out in Schedule 1 of the Memorandum of Understanding.

#### **2.0 Assignment of Services**

The Municipal Prosecutor shall not assign this agreement, or any part of this agreement, to any person without prior written agreement with the Deputy Clerk or the City Solicitor.

#### **3.0 Term of Contract**

This contract covers a time period commencing from October 19, 2009 and ending May 31, 2010 with a negotiable option to renew for a further one (1) year period.

#### **4.0 Termination**

Either party may terminate this agreement with written notice. Where notice is provided termination shall not be less than ninety (90) days from the day written notice was provided.

#### **5.0 Fees, Disbursements and Billing**

The fees for these prosecution services will be at the rate of \$42.00 per hour charged for in-court time, preparation time, and travel time with no additional benefits. Eligible expenses for which the Municipal Prosecutor will be reimbursed include mileage, meals, accommodation and incidental expenses related to travel or services rendered. Mileage and meal expenses will be reimbursed at the rate set by the City for all City employees.

The Municipal Prosecutor shall invoice the City monthly and the invoice shall clearly indicate the services rendered, location at which the services were rendered, the number of hours of service provided and the expenses incurred to provide the services.

The invoice shall be paid upon the approval of the Deputy Clerk, or her designate. Cheques are payable to Rick Strain, Kenora, Ontario.

**6.0 Reporting / Supervision**

The Municipal Prosecutor shall be supervised as necessary by the City Solicitor, while administrative functions will be supervised by and reported to the Deputy Clerk and all issues relating to court scheduling and statistics will be coordinated with the Provincial Offences staff.

**7.0 Conflict of Interest**

The Municipal Prosecutor shall disclose any conflict of interest as outlined in Section 2.5 of Schedule 1 of the MOU and shall swear the oath or affirmation as outlined in Section 2.4 of Schedule 1 of the MOU.

**6.0 Entire Agreement**

Subject to section 1.0 this agreement including the attached Job Description and Schedule 1 of the Memorandum of Understanding constitutes the entire Agreement between the parties and there are no other agreements, understandings, representations; either collateral or otherwise.

**CITY OF KENORA:**

Per: \_\_\_\_\_ MAYOR  
L. Compton

Per: \_\_\_\_\_ CITY CLERK  
J. McMillin

DATE: \_\_\_\_\_

Per: \_\_\_\_\_ MUNICIPAL  
Rick Strain PROSECUTOR

Witness: \_\_\_\_\_

DATE: \_\_\_\_\_