



City of  
**Peterborough**

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**To:** **Members of the Committee of the Whole**

**From:** **Brian W. Horton, Chief Administrative Officer**

**Meeting Date:** **June 2, 2014**

**Subject:** **Report CAO14-012**  
**City / Selwyn - Contract Police Service Agreement**

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## **Purpose**

A report to recommend the City enter into an agreement with Selwyn Township and the Police Services Board to provide Contract Police Services to the Lakefield Ward within the Township for a four year period January 1, 2015 to December 31, 2018.

## **Recommendation**

That Council approve the recommendation outlined in Report CAO14-012, dated June 2, 2014, of the Chief Administrative Officer, as follows:

That a by-law be passed authorizing the City to enter into an agreement, as set out in Appendix A to Report CAO14-012, with Selwyn Township and the Peterborough Lakefield Police Services Board, and any successors thereof, for the City to provide Contract Police Services to the Lakefield Ward within the Township for a four year period January 1, 2015 to December 31, 2018.

## **Budget and Financial Implications**

For the year 2015, the Township would pay \$534,335 for the base services to be provided. Any overtime and special services that might be incurred will be on an as-billed basis and over and above the base fee. The fees for subsequent years will be adjusted by inflationary factors set out in the agreement.

## Background

At its meeting held February 24, 2014, Council authorized staff to enter into negotiations with the Selwyn Township to provide contracted police services to the Lakefield Ward within the Township for a four-year period January 1, 2015 through to December 31, 2018, subject to a two-year cancellation clause.

The direction stemmed from Report CAO14-002 of the City's Chief Administrative Officer (CAO) dated February 18, 2014 which included a letter from the Township CAO indicating the Township Council passed a motion at its January 28, 2014 meeting requesting the City of Peterborough enter into negotiations for a short-term (2-year) contract for police services for the Lakefield Ward.

The City's CAO and Director of Corporate Services, along with the Chief and Deputy Chief of Police and the Police Manager of Finance met with the Township CAO and the Township Treasurer to discuss the level of police services required. A detailed costing model was then subsequently developed by City Finance staff, which was refined through a series of follow-up meetings and emails with all parties.

The proposed agreement is attached to this report as Appendix A.

Unlike the current amalgamated police service, known as the Peterborough Lakefield Community Police Service, which comes to an end on December 31, 2014, and under which the Township is part owner of the Service and appoints a voting member to the 5-member board, the new arrangement is a contract for specific police services to be provided and the Township will have no ownership and no voting representation on the new board.

Under the proposed agreement, the City Police will provide a dedicated officer assigned to the Lakefield Ward for 18 hours per day whose work will include proactive patrols, generalist policing functions, Community Services, Traffic Support and Criminal Investigations. In addition, drive through patrols will occur beyond the 18 hour daily coverage.

The cost sharing arrangement for the amalgamated police service was based on population, number of households and property assessment. It was not related to the actual costs to provide the police service. The cost proposed for the contract is based on actual costs incurred to provide the service plus a share of the administrative and fixed costs of the police operation.

The Township CAO plans to present this agreement to her Council at its meeting to be held June 3, 2014, and the current Police Board is expected to give its approval at its June 10, 2014 board meeting. The Ontario Civilian Police Commission will be required to give its approval to the arrangement before it can take effect.

Submitted by,

Brian W. Horton  
Chief Administrative Officer

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Appendix A: Proposed Agreement

This Agreement entered into on \_\_\_\_\_

Between:

**The Corporation of the Township of Selwyn**  
(Hereinafter referred to as the "Township")

and

**The Corporation of the City of Peterborough**  
(Hereinafter referred to as the "City")

and

**The Peterborough Lakefield Police Services Board**  
(Hereinafter referred to as the "Board")

**Whereas** the City and the Township have maintained an amalgamated police service known as the Peterborough Lakefield Community Police Service since 1998;

**And Whereas**, the amalgamated police service known as the Peterborough Lakefield Community Police Service will cease as of midnight on December 31<sup>st</sup>, 2014;

**And Whereas** as of January 1, 2015 the Peterborough Lakefield Community Police Service will be succeeded by the Peterborough Community Police Service;

**And Whereas** the Township and the City, under Section 4 of the Police Services Act, R.S.O. 1990, are required to provide adequate and effective police services in accordance with the needs of their respective municipalities;

**And Whereas** the Township wishes to enter into an agreement with the City for the provision of police services for a portion of its municipality pursuant to subsection (1) of Section 6.1 of the Police Services Act, R.S.O 1990;

**Now therefore in consideration of the premises and covenants herein the parties hereto agree as follows:**

### **Definitions**

1. In this Agreement:

- (i) "Act" means Police Services Act, R.S.O. 1990 c. P.15, as amended
- (ii) "Board" means the Peterborough Lakefield Police Services Board and any successors thereof.

- (iii) "Chief of Police" means the Chief of Police of the Peterborough Community Police Service and includes an Acting Chief of Police.
- (iv) "Township" means the Corporation of the Township of Selwyn.
- (v) "City" means the Corporation of the City of Peterborough.
- (vi) "Police Service" means the Peterborough Community Police Service.
- (vii) "Cost of Service" means the fee charged by the City to the Township for Contracted Services.

### **Term of Agreement**

- 2. (i) This Agreement shall come into force and take effect at 12:01 a.m. on the 1<sup>st</sup> day of January, 2015 and continue until 12:00 midnight on the 31<sup>st</sup> day of December, 2018 – subject to extension or termination clauses being invoked as set out in Article 9 of this agreement.

### **Description of Contracted Service**

- 3. (i) The City and the Township agree that the Police Service shall provide Contracted Services for the Township as set out in Schedule A – Schedule of Contracted Service.

### **Area Serviced**

- 4. (i) The Contracted Services shall be provided to the area within the geographic boundaries of the Lakefield Ward within the Township as set out in the Boundary Schedule attached as Schedule B.

### **Revenue From Service**

- 5. (i) The Township shall retain revenue actually received from by-law tickets issued by the Police Service and processed by the Provincial Offences Court for by-law offences in the Township.

### **Cost of Service**

- 6. (i) For the Contracted Services herein described, the Township shall pay to the City the annual fees, as set out in Schedule C, to be payable monthly, on the 15<sup>th</sup> of each month.
- (ii) In the event overtime costs are incurred by the Police Service for the Contracted Services provided to the Township, the Township shall pay to

the City overtime salary and benefit costs no later than March 31 of the following year, based upon the certificate of the City Treasurer.

- (iii) In the event a special service is required that cannot be provided by the Police Service and the Police Service is required to pay the service provider, i.e. OPP, the Township shall pay to the City an amount for the special service based on invoices setting out actual costs incurred, such payment to be made no later than March 31 of the following year, based upon the certificate of the City Treasurer.
- (iv) The Township agrees to pay an annual increase for the years 2016 through to 2018 to the City as follows:
  - (a) For the human resources component of the cost - the annual percentage compensation increase for the sworn and civilian members of the Police Service shall be added to the total human resources cost from the previous year of the Agreement;
  - (b) For the other non-human resources items in the costing - the increase approved in the budget;
  - (c) The annual increase will be provided to the Township on or before December 1 of the prior year (if available) for inclusion into the annual budget process of the Township, and
  - (d) If the annual increase is not known as of the beginning of the year of Contracted Service, the monthly advance payment shall be based on the previous year's cost and an adjustment shall be made when the information is known.
- (v) In the event of any legislative amendments, municipal by-laws or provincial standards which become applicable to this Agreement or the provision of police services or any other matters which require the provision of Contracted Services in the Township which are beyond the control of City and were unforeseen at the time of execution of this Agreement, the Township shall pay to the City the additional costs incurred to comply or provide the additional Services to the Township, the timing of such payment shall be agreed to by both parties.

## **Insurance**

- 7. (i) The City agrees to maintain comprehensive general liability insurance in an amount of at least \$5,000,000 and to include the Township as an additional insured.

- (ii) The Township agrees to pay to the City the amount of the additional premium, if any, assessed by the City's insurer for such liability insurance which is related to the contracted service provided to the Township.

## **Communications**

- 8. (i) In accordance with Section 6.1(2) of the Act, a representative from the Township shall be invited to attend the Board meetings to advise the Board with respect to objectives and priorities for Contracted Services provided in the Township. The representative shall be a non-voting observer.
- (ii) The Chief of Police shall meet with the Township from time to time to discuss the policing needs of the Township and any requested or recommended changes to the Contracted Services. If the changes are mutually agreed to and there is a corresponding increase (or decrease) in the service level requirement, the Township shall be responsible for the additional costs associated with such increase (or shall experience a lower cost if it is a decrease in service level).
- (iii) The Chief of Police shall submit, quarterly, to the Township, a report of the policing activities carried out in the Township, the form of which report shall be determined and agreed to by the Chief and the Township.

## **Extension / Termination of Agreement**

- 9. (i) The term may be extended beyond December 31, 2018 by mutual agreement of the City and Township.
- (ii) Either party may terminate this agreement at December 31<sup>st</sup> of any year of the term subject to a one-year written notice of termination to the other party.

## **Consent**

- 10. (i) The Board hereby acknowledges, consents and agrees to the terms of this Agreement, to the intent that the Board shall provide the Contracted Services referred to herein.

## **Notice**

- 11. (i) Notices and communications shall be in writing and shall be delivered by e-mail, postage-prepaid mail, personal delivery or fax, and will be addressed to the following:

To the Township of Selwyn: P.O. Box 270  
Bridgenorth, ON  
K0L 1H0  
Attention: Municipal Clerk

To the City of Peterborough: 500 George Street North  
Peterborough, ON  
K9H 3R9  
Attention: City Clerk

To the Peterborough Lakefield Police Services Board:

500 Water Street  
P.O. Box 2050  
Peterborough, ON  
K9J 7Y4  
Attention: Executive Assistant to the Board

### **Successors and Assignment**

12. (i) This Agreement shall enure to the benefit of and be binding upon the Parties and their successors and assigns.

### **Entire Agreement**

13. (i) This Agreement and the schedules attached, constitutes the complete and exclusive statement of the Agreement between the Parties which supercedes all other communications between the Parties relating to the subject matter of this Agreement.

In Witness Whereof the Township and the City have affixed their corporate seals attested by the signature of their duly authorized signing officers.

### **The Corporation of the City of Peterborough**

\_\_\_\_\_  
Daryl Bennett, Mayor

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John Kennedy, Clerk



## **The Township of Selwyn**

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Mary Smith, Mayor

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Angela Chittick, Clerk

## **Peterborough Lakefield Police Services Board**

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Mary Smith, Chair

## **Schedule A - Schedule of Service**

At a minimum the following Contracted Services will be provided:

- Crime prevention
  - Law enforcement
  - Assistance to victims of crime
  - Public order maintenance
  - Emergency response
1. Supervision will be provided by existing supervisory staff, as officers assigned policing responsibilities will be under the direction of Sergeants.
  2. The Services will include a policing response 24 hours per day, 365 days a year.
  3. Beyond the 18 hour daily patrol, drive-through patrols will occur during the remaining six hour period.
  4. The contracted services will include a dedicated officer assigned to the Lakefield Ward for 18 hours per day whose work will include proactive patrols, generalist policing functions, Community Services, Traffic Support and Criminal Investigations:
    - (a) Community Services will be provided for programs and events such as School Programs, Seniors' Programs, Home Alone, Police Week, Week without Violence, Crime Prevention Week and Drug Awareness.
    - (b) Traffic Support will be provided and shall include the monitoring of activities such as radar detail, Safe on Strickland, speeding, Noisy Trucks and Traffic Detail (excluding R.I.D.E.).
    - (c) The contracted services will include enforcement of municipal by-laws which pertain to such matters as noise complaints, parking or other municipal by-laws as may be mutually agreed upon.
  5. The contracted services will include a 9-1-1 Service to Township residents in the service area.
  6. The Township will provide and maintain a work space for one member of the Police Service who will provide clerical and administrative support to all of the Police Service from that location.
  7. The Township acknowledges that the dedicated officer may be called upon to attend another incident outside the Lakefield Ward as required to protect officer and public safety and where all other officer re-assignments have been explored.

Schedule B - Boundary Schedule

Lakefield Ward



## Schedule C

### Annual Fees

Ref	Description	Annual Cost
<b>1.0</b>	<b>Human Resources/Special Services</b>	
1.1	Supervision	7,857
1.2	Patrol and Generalist Policing Functions	438,285
1.3	Criminal Investigation & Special Services	As Billed
1.4	Overtime	As Billed
1.5	Community Services	4,826
1.6	Traffic Support	12,066
1.7	Court Admin	12,121
1.8	Executive & Human Resources Expense	11,454
<b>1.9</b>	<b>Total Human Resources</b>	<b>486,609</b>
<b>2.0</b>	<b>Tech Support</b>	
2.1	Ontario Police Technology Information Cooperative (OPTIC)	2,696
2.2	Cell Phone	2,243
<b>2.3</b>	<b>Total Tech Support</b>	<b>4,939</b>
<b>3.0</b>	<b>Fleet</b>	
3.1	Capital costs	7,892
3.2	Licence	63
3.3	Maintenance	3,375
3.4	Fuel	5,341
<b>3.5</b>	<b>Total Fleet</b>	<b>16,671</b>
<b>4.0</b>	<b>Communications</b>	
4.1	911	17,868
4.2	Data Entry	5,154
<b>4.3</b>	<b>Total Communications</b>	<b>23,022</b>
<b>5.0</b>	<b>Other</b>	
5.1	Officer Equipment	2,654
5.2	CAD Mapping	440
<b>5.3</b>	<b>Total Other</b>	<b>3,094</b>
<b>6.0</b>	<b>Total Costs</b>	<b>534,335</b>