

This Agreement entered into on _____

Between:

The Corporation of the Township of Cavan Monaghan
(Hereinafter referred to as the "Township")

and

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

and

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

Whereas, police services are presently provided to the Township by the Ontario Provincial Police and this service will cease as of midnight on August 31, 2015;

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 Police Services Board and any successors thereof.
- (iii) "Chief of Police" means the Chief of Police of the Peterborough Police Service and includes an Acting Chief of Police.
- (iv) "Township" means the Corporation of the Township of Cavan Monaghan.
- (v) "City" means the Corporation of the City of Peterborough.

- (vi) "Police Service" means the Peterborough 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 1st day of September, 2015 and continue until 12:00 midnight on the 31st day of August, 2020 – 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 Township as set out in the Boundary Schedule attached as Schedule B.
- (ii) S. 19. (1) 3. of the Police Services Act, RSO 1990, c P.15 states the Ontario Provincial Police are responsible for maintaining a traffic patrol on the King's Highway, except the parts designated by the Solicitor General.
- (iii) Highway 115, Highway 7 and Highway 7A are identified as King's Highways in the Township of Cavan Monaghan.

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 such as but not limited to Parking Tickets.

Cost of Service

- 6. (i) For the Contracted Services herein described, the Township shall pay to the City the fees, as set out in Schedule C, to be payable monthly, on the 15th of each month.
- (ii) In the event overtime costs are incurred by the Police Service for the Contracted Services provided to the Township beyond the amount identified in Schedule C, 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 beyond the amount identified in Schedule C, 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) With respect to 6(ii) and 6(iii) above, Overtime and Special Services, if the amount incurred by the Police Service are less than the amount identified in Schedule C, the City shall pay the amount that is the difference between the amount in Schedule C and the actual amount back to the Township.
- v) The Township agrees to pay an increase, starting January 1, 2016 and being revised each January 1 through to 2020 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.
- (vi) 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, or designate, shall meet with the Township quarterly 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 August 31, 2020 by mutual agreement of the City and Township.
- (ii) Either party may terminate this agreement subject to a two-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 Cavan Monaghan:
988 County Road 10
Millbrook, ON L0A 1G0
Attention: Municipal Clerk

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

To the Peterborough 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 ensure 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 supersedes 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

John Kennedy, Clerk

The Township of Cavan Monaghan

Scott McFadden, Mayor

Elana Arthurs, Clerk

Peterborough Police Services Board

Garth Wedlock, Chair

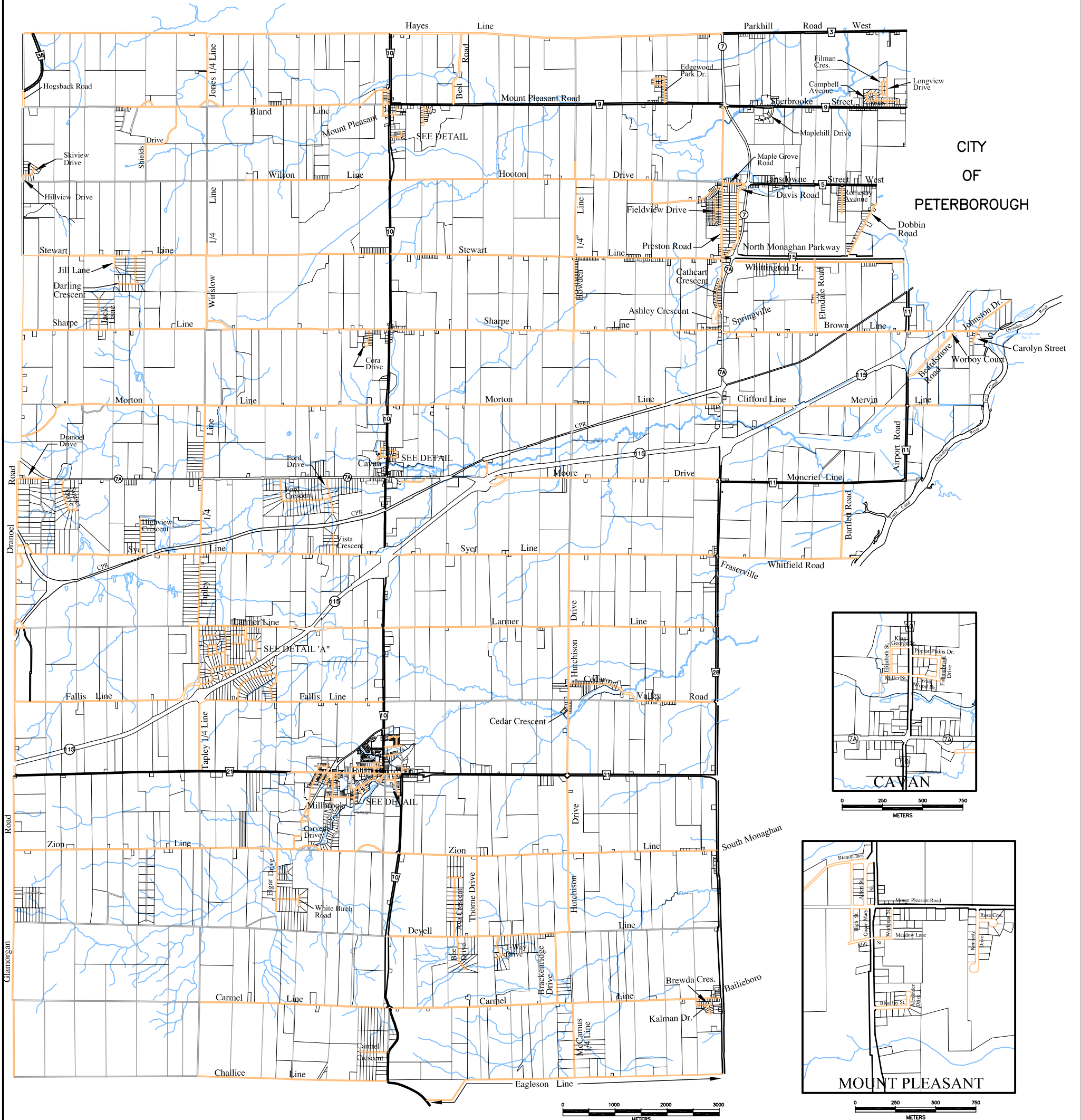
Schedule A - Schedule of Service

1. At a minimum the following Contracted Services will be provided:
 - Crime prevention
 - Law enforcement
 - Assistance to victims of crime
 - Public order maintenance
 - Emergency response
2. Supervision will be provided by existing supervisory staff, as officers assigned policing responsibilities will be under the direction of Sergeants.
3. The Services will include a policing response 24 hours per day, 365 days a year. Should the response require additional resources, beyond the two dedicated officers, other officers will be called upon to respond.
4. The contracted services will include one dedicated officer assigned to the Township for 24 hours per day and one officer for 12 hours per day. Their work will include proactive patrols, generalist policing functions, Community Services, Traffic Support and Criminal Investigations, including:
 - (a) Community Services for programs and events such as school programs, seniors' programs, Home Alone, Police Week, Week without Violence, Crime Prevention Week and Drug Awareness. The officers will work with existing and future Community Services volunteers in the Township, as required.
 - (b) Traffic Support including the monitoring of activities such as radar detail, speeding, noisy trucks and traffic detail.
 - (c) 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.
 - (d) R.I.D.E programs, to the extent of any R.I.D.E grants received by the Township which will be based upon applications submitted by the Police Service on the Township's behalf.
5. The contracted services will include a 9-1-1 Service to Township residents in the service area.
6. The Chief of Police shall ensure that the following responsibilities are carried out efficiently and effectively:
 - a) Participate in the Township of Cavan Monaghan Emergency Plan and ensure the police services roles and responsibilities are fulfilled,

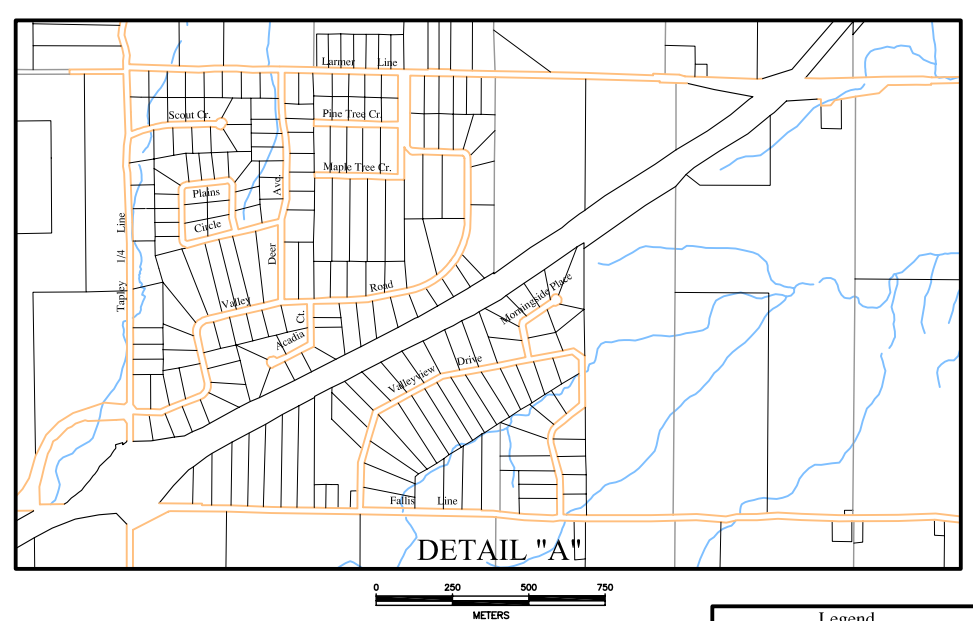
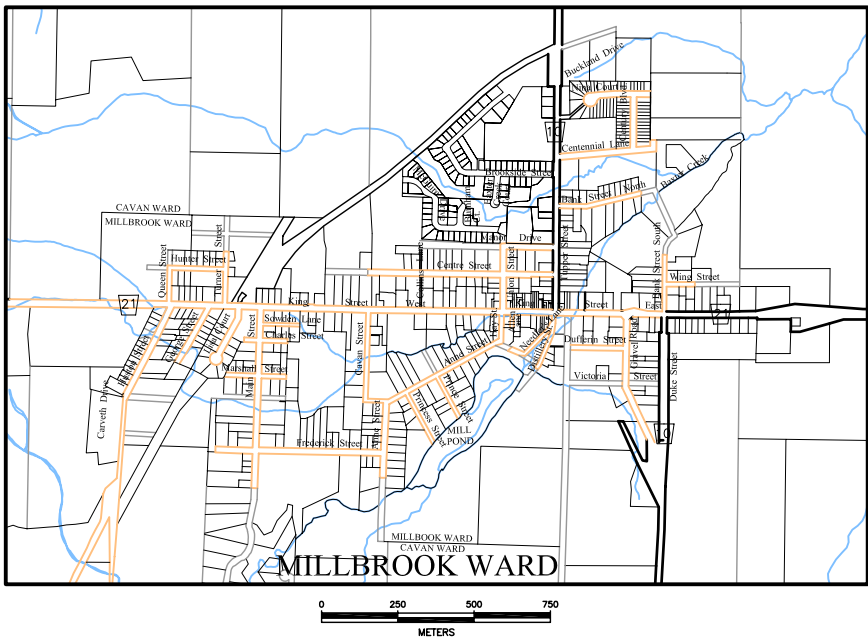
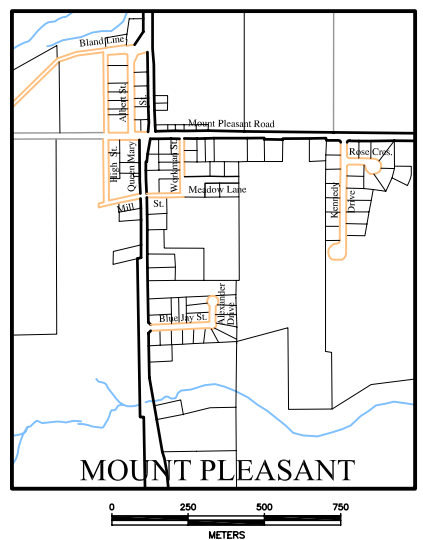
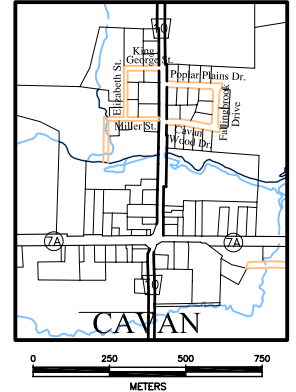
- b) Work with the Community Emergency Management Coordinator (CEMC) and the Fire Chief in coordination of emergency services and 911 communications and
 - c) Participate in the Peterborough Tri-Services to ensure seamless coordination of resources for all emergency services.
7. The Peterborough Police Service shall provide the Motor Vehicle Collision police report to the Cavan Monaghan Fire Chief's office for all occurrences within the municipal boundary.
8. The Township acknowledges that the dedicated officers may be called upon to attend another incident outside the Township as required to protect officer and public safety and where all other officer re-assignments have been explored.

Schedule B - Boundary Schedule

TOWNSHIP OF CAVAN MONAGHAN



CITY
OF
PETERBOROUGH



Legend

- King's Highway
- County Road
- Township Road
- Unopened Road Allowance
- Right-of-Way
- Lot parcel line
- Parcel line

Schedule C**City of Peterborough/Peterborough Police Service
Contract Services to Cavan Monaghan**

Ref	Description	Monthly Cost	Total Cost for 2015 (September to December)	Annual Cost (For illustrative purposes)
(a)	(b)	(c)	(d)	(e)
1.0	Human Resources/Special Services			
1.1	Supervision	655	2,619	7,857
1.2	Patrol and Generalist Policing Functions	73044	292,190	876,571
1.3	Criminal Investigation & Special Services	1667	6,667	20,000
1.4	Overtime	1667	6,667	20,000
1.5	Community Services	402	1,609	4,826
1.6	Traffic Support	1006	4,022	12,066
1.7	Court Admin	2525	10,101	30,303
1.8	Executive & Human Resources Expense	1909	7,636	22,908
1.9	Total Human Resources	82,875	331,511	994,531
2.0	Tech Support			
	Ontario Police Technology Information			
2.1	Cooperative (OPTIC)	449	1,797	5,391
2.2	Cell Phone	374	1,495	4,485
2.3	Total Tech Support	823	3,292	9,876
3.0	Fleet			
3.1	Capital costs	4628	18,511	55,533
3.2	Licence	11	42	126
3.3	Maintenance	938	3,750	11,250
3.4	Fuel	2236	8,942	26,827
3.5	Total Fleet	7,813	31,245	93,736
4.0	Communications			
4.1	911	3723	14,890	44,671
4.2	Data Entry	1074	4,295	12,885
4.3	Total Communications	4,797	19,185	57,556
5.0	Other			
5.1	Officer Equipment	442	1,769	5,306
5.2	CAD Mapping	37	147	440
5.3	Total Other	479	1,916	5,746
6.0	Total Costs	96,787	387,149	1,161,445