



City of
Peterborough

To: **Members of the General Committee**

From: **Richard Freymond**
Commissioner of Corporate and Legislative Services

Meeting Date: **July 6, 2020**

Subject: **Report CLSFS20-035**
City of Peterborough – Township of Selwyn - Contract Policing Agreement 2021-2025

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 five year period January 1, 2021 to December 31, 2025.

Recommendation

That Council approve the recommendation outlined in Report CLSFS20-035 dated July 6, 2020, of the Commissioner of Corporate and Legislative Services, as follows:

That the Mayor and Clerk be authorized to execute an Agreement with the Township of Selwyn and the Peterborough Police Services Board, for the City to provide Contract Police Services to the Lakefield Ward within the Township for a five year period January 1, 2021 to December 31, 2025 in a form acceptable to the Commissioner of Corporate and Legislative Services and the City Solicitor and substantially in the form attached as Appendix A to Report CLSFS20-035.

Budget and Financial Implications

For the year 2020, the Township will pay \$607,596 for Contract Services. Contracted Services provided include at a minimum, crime prevention, law enforcement, assistance to victims of crime, public order maintenance and emergency responses. The annual

fees paid by the Township cover such cost categories as, human resources, tech support, fleet and communication costs.

Any overtime salary and benefit and special services costs, that might be incurred, will be on an as-billed basis, and are in addition to the Contracted Services. The fees for subsequent years will be adjusted by inflationary factors set out in the agreement.

Background

The **Police Services Act** permits the councils of two municipalities to enter into an agreement for the provision of police services for one municipality by the police services board of the other municipality, on the conditions set out in the agreement, if the municipality that is to receive the police services is contiguous to the municipality that is to provide the police services.

The Commissioner of Corporate and Legislative Services, along with the Police Chief met with the Township CAO and the Township Treasurer to discuss the level of police services. As with the existing Agreement, 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 proposed for the provision of police services is based on actual costs incurred to provide the service plus a share of the administrative and fixed costs of the police operation. Schedule C of Appendix A will be updated to a 2021 Draft version once the Police Services Board has approved their 2021 Budget for submission to City Council for inclusion in the City's 2021 Draft Budget.

The Township CAO plans to present the agreement to her Council at its meeting to be held July 14, 2020. It is anticipated that the Peterborough Police Services Board will approve the Agreement at their meeting on July 28, 2020.

Submitted by,

Richard Freymond
Commissioner of Corporate and
Legislative Services

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Attachment:

Appendix A – Proposed Policing Agreement City of Peterborough/Selwyn
Township/Peterborough Police Service Board

Appendix A

This Agreement entered into on _____, 2020

Between:

The Corporation of the Township of Selwyn ("Township")

and

The Corporation of the City of Peterborough ("City")

and

The Peterborough Police Services Board ("Board")

WHEREAS

1. Pursuant to the 2015 Agreement as defined herein, the Board has been providing police services for a portion of the Township.
2. The Township wishes to enter into an agreement with the City and the Board for the provision of police services by the Board for a portion of the Township for the period January 1, 2021 to December 31, 2025 pursuant to subsection 6.1(1) of the **Police Services Act**, R.S.O 1990, c. P.15.

NOW THEREFORE in consideration of the premises and covenants herein the parties hereto agree as follows:

Definitions

1. In this Agreement:
 - a) "Act" means **Police Services Act**, R.S.O. 1990 c. P.15, as amended.
 - b) "Agreement" means this agreement and its schedules as they may from time to time be amended.
 - c) "Board" means the Peterborough Police Services Board and any successors thereof.
 - d) "Chief of Police" means the Chief of Police of the Peterborough Community Police Service and includes an Acting Chief of Police.
 - e) "City" means The Corporation of the City of Peterborough.
 - f) "Contracted Services" means the services provided by the Board to the Township as per the terms set out in the Agreement and the Act.
 - g) "Cost of Service" means the fees charged by the City to the Township for Contracted Services as more particularly set out in sections 6, 7, 8, 9 and Schedule C.

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- h) "Police Service" means the municipal police force known as Peterborough Police Service.
- i) "Term" means the period described in section 2.
- j) "Township" means The Corporation of the Township of Selwyn.
- k) "2015 Agreement" means an agreement between the Township, the City and The Peterborough Lakefield Police Services Board as amended by agreement dated June 26, 2018 between the Township, the City and the Board for the provision of police services for a portion of the Township pursuant to subsection 6.1(1) of the Act.

Term of Agreement

- 2. This Agreement will be in effect at 12:01 a.m. on January 1, 2021 until 12:00 midnight on December 31, 2025.

Description of Contracted Services

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

Area Served

- 4. The Contracted Services will 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.

Fine Revenue From Contracted Services

- 5. The Township will retain net proceeds of fine revenue actually received in relation to certificates of offence issued by the Police Service for by-law offences resulting from the provision of Contracted Services.

Cost of Service

- 6. The Township will pay to the City the basic Cost of Service, to be payable monthly on the 15th day of each month of the Term. Schedule C identifies the components of the basic Cost of Service which, for the year 2020 pursuant to the 2015 Agreement totalled \$607,596.00. For the year 2021, the City will, by December 1, 2020, advise the Township of the basic Cost of Service (if available) for inclusion into the annual budget process of the Township, provided, however, that if the 2021 basic Cost of Service is not known as of January 1, 2021, the monthly advance payment by the Township will be based on an annual Cost of Service of \$607,596.00 and an adjustment will be made when the information is known.
- 7. In the event overtime costs are incurred by the Police Service for the Contracted Services, the Township will pay to the City as additional Cost of Service overtime

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

8. In the event a special service is required that cannot be provided by the Police Service and the Police Service is required to pay an alternative service provider (eg., the Ontario Provincial Police) to provide the special service, the Township will pay to the City as additional Cost of Service 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.
9. The Township agrees to pay as Cost of Service an annual increase to the basic Cost of Service as follows:
 - a) For the human resources component of the Cost of Service, the annual percentage compensation increase for the sworn and civilian members of the Police Service will be added to the total human resources cost from the previous year of the Term; and
 - b) For all other components of the Cost of Service, the increase approved in that year's Police Service budget will be added to the total of the cost of such components from the previous year of the Term.
10. The annual increases referenced in section 9 for a year of the Term will be provided by the City to the Township on or before December 1 of the immediately preceding year (if available) for inclusion into the annual budget process of the Township, provided, however, that if an annual increase is not known as of the beginning of a year of the Term, the monthly advance payment will be based on the previous year's cost and an adjustment will be made when the information is known.
11. In the event of any legislative amendments, municipal by-laws or provincial standards which become applicable to this Agreement or to the provision of police services or any other matters which result in costs for the provision of Contracted Services beyond those contemplated by sections 6, 7, 8 and 9 of this Agreement, the Township will pay to the City such additional costs. The timing of such payment during the Term will be agreed to by the Township and the City.

Insurance

12. The City will maintain comprehensive general liability insurance in an amount of at least \$5,000,000 and include the Township as an additional insured.
13. The Township will 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 Contracted services.

Communications

14. In accordance with section 6.1(2) of the Act, a representative from the Township will be invited to attend the Board meetings to advise the Board with respect to

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objectives and priorities for Contracted Services. The representative will be a non-voting observer.

15. The Chief of Police will meet with Council and senior staff of the Township from time to time to discuss the policing needs of the Township and any requested or recommended changes to Contracted Services. Any changes to Contracted Services and related Cost of Service that are acceptable to all parties will be evidenced by an amendment to this Agreement.
16. The Chief of Police will submit, quarterly, to the Township, a report of Contracted Services carried out in the Township. The form of the report will be determined by the Chief of Police and the Township's Chief Administrative Officer.

Extension / Termination of Agreement

17. The Term may be extended beyond December 31, 2025 by mutual agreement of the City and Township.
18. The Township or the City may terminate this Agreement at December 31st of any year of the Term by giving no less than one year's written notice of termination to the other.

Consent

19. The Board acknowledges, consents and agrees to the terms of this Agreement, to the extent that the Board will provide the Contracted Services.

Notice

20. Notices and communications must be in writing and may be delivered by e-mail, postage-prepaid mail, personal delivery or fax as follows:

To the Township: The Corporation of the Township of Selwyn
 P.O. Box 270
 Bridgenorth, ON
 K0L 1H0
 Attention: Municipal Clerk
 Fax: [insert]
 Email: [insert]

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To the City: The Corporation of the City of Peterborough
500 George Street North
Peterborough, ON
K9H 3R9
Attention: City Clerk
Fax: (705) 742 4138
Email: clerks@peterborough.ca

To the Board: Peterborough Police Services Board
500 Water Street
P.O. Box 2050
Peterborough, ON
K9J 7Y4
Attention: Executive Assistant to the Board
Fax: [insert]
E-mail: [insert]

Successors and Assigns

21. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns.

Entire Agreement

22. This Agreement 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, the City and the Board have affixed their corporate seals attested by the signature of their duly authorized signing officers.

The Corporation of the City of Peterborough

Diane Therrien, Mayor

John Kennedy, Clerk

The Corporation of the Township of Selwyn

Andy Mitchel, Mayor

Angela Chittick, Clerk

Peterborough Police Services Board

Gary Baldwin, Chair

Schedule A - Schedule of Contracted Services

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. Contracted 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. 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 will include the monitoring of activities such as radar detail, Safe on Strickland, speeding, Noisy Trucks and Traffic Detail (excluding R.I.D.E.).
 - c) 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.
 - d) Contracted services will include a 9-1-1 Service to Township residents in the service area.
 - e) 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.
 - f) The Township acknowledges that the dedicated officer may be called upon to attend other incidents 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



Selwyn - Schedule C

Annual Fees

		2020 Annual
Ref	Description	Cost
1.0	Human Resources/Special Services	
1.1	Supervision	8,822
1.2	Patrol and Generalist Policing Functions	492,118
1.3	Criminal Investigation & Special Services	As Billed
1.4	Overtime	As Billed
1.5	Community Services	5,419
1.6	Traffic Support	13,548
1.7	Court Admin	11,538
1.8	Executive & Human Resources Expense	13,543
1.9	Total Human Resources	544,988
2.0	Tech Support	
2.1	Ontario Police Technology Information Cooperative (OPTIC)	2,696
2.2	Cell Phone	2,243
2.3	Total Tech Support	4,939
3.0	Fleet	
3.1	Capital costs	11,719
3.2	Licence	90
3.3	Maintenance	5,625
3.4	Fuel	5,525
3.5	Total Fleet	22,959
4.0	Communications	
4.1	911	22,955
4.2	Data Entry	6,201
4.3	Total Communications	29,156
5.0	Other	
5.1	Officer Equipment	5,054
5.2	CAD Mapping	500
5.3	Total Other	5,554
6.0	Total Costs	607,596