

## **Amendment and Extension Agreement**

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Between:

**The Corporation of the Township of Cavan Monaghan** ("Township")

and

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

and

**The Peterborough Police Services Board** ("Board")

**Whereas:**

- a) Pursuant to the Original Agreement, the parties agreed to terms upon which police services would be provided to the Township by the Board for the term ending September 30, 2020.
- b) The parties wish to extend the term of the Original Agreement with certain amendments more particularly set out in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements set out herein, the parties covenant and agree as follows:

### **Definitions**

1. In this Agreement:

- a) "Agreement" means this agreement and its schedule(s) and any amendments thereto.
- b) "Original Agreement" means an agreement dated August 25, 2015 between the Township, the City and the Board for the provision of police services by the Board to the Township pursuant to subsection 6.1(1) of the **Police Services Act**, R.S.O. 1990, c. P.15
- c) A term defined in the Original Agreement has the same meaning in this Agreement.

### **Amendments**

2. The Original Agreement is amended by:

- a) Deleting in clause 2(i) the words, "30<sup>th</sup> day of September 2020", and by substituting the words, "30<sup>th</sup> day of September 2021";

- b) Deleting the text of clause 10(i) and by substituting the text, “[Intentionally deleted.]”; and by
- c) Deleting the text of Schedule A, section 8 and by substituting the following text:

“The Township acknowledges that the dedicated officers may be called upon to attend another incident outside the Township, or be deployed outside the Township, as the case may be, as required to protect officer and public safety and where all other officer re-assignments have been explored. When such circumstances occur, normal policing activities in the Township will resume as soon as the incident or deployment has been addressed. All such occurrences shall be communicated to the Township as per Article 9.3, including the frequency and duration of time that the officers were deployed outside of the Township boundaries.”

**General**

- 3. The City acknowledges that during the term of the contract extension, the Township will not be required to financially contribute to upgrading radio communication infrastructure.
- 4. All terms and conditions of the Original Agreement, as amended by this Agreement, remain in full force and effect and time remains of the essence.
- 5. This Agreement and any amendment, restatement, supplement, replacement, other modification or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.
- 6. Either party may deliver an executed copy of this Agreement as a PDF document attached to an e-mail but that party shall immediately deliver to the other party an original executed copy of this Agreement.

**THE PARTIES HERETO** have executed the Agreement effective as of the date first above written.

The Corporation of the Township of Cavan Monaghan

Per: \_\_\_\_\_  
[name, title]

Per: \_\_\_\_\_  
[name, title]  
We have authority to bind the Township

The Corporation of the City of Peterborough

Per: \_\_\_\_\_  
Diane Therrien, Mayor

Per: \_\_\_\_\_  
John Kennedy, Clerk  
We have authority to bind the City

Peterborough Police Services Board

Per: \_\_\_\_\_  
[name, title]

Per: \_\_\_\_\_  
[name/title]  
We have authority to bind the Board

This Agreement entered into on August 25, 2015

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 September 30, 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 the 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.
- (viii) "Contracted Services" shall mean those services identified in Schedule A of this Agreement.

### **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 October, 2015 and continue until 12:00 midnight on the 30<sup>th</sup> day of September, 2020 – subject to termination clause being invoked as set out in Article 10 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) Section 19. (1) 3. of the Act 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 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 beyond the amount identified in Schedule C (1.3 and 1.4), 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 identified in Schedule C (Ref 1.3) and special services (Ref 1.4), if the amount incurred by the Police Service are less than the amount identified in Schedule C, the City shall pay to the Township, the amount that is the difference between the amount in Schedule C and the actual amount. Payment shall be made no later than March 31, of the following year.
- 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, (Section 1 Human Resources) of the fees - the annual percentage compensation increase for the sworn and civilian members of the Police Service, attributed to the services provided to the Township, 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 fees - 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 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 Contracted Services to the Township, the timing of such payment shall be agreed to by both parties.

- (vii) The Township, Board and City agree and acknowledge that the Board appoints the members of the Police Service, as set out in Section 31.(1) (a) of the Act and the Board is the employer. No fees shall be paid by the Township related to the termination or severance of members of the Police Service.

### **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.

### **Indemnification Clause**

- 8. (i) The City shall indemnify and save harmless the Township from and against all claims, demands, losses, costs, damage, actions, suits, proceedings and expenses by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Police Service in providing Contracted Services under this Agreement.

### **Communications**

- 9. (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, by amending agreement (see also Section 14 of this Agreement), 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.

### **Termination of Agreement**

- 10. (i) Either party may terminate this agreement subject to a two-year written notice of termination to the other party.

### **Consent**

- 11. (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**

- 12. (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**

- 13. (i) This Agreement shall ensure to the benefit of and be binding upon the Parties and their successors and assigns.



### **Entire Agreement**

14. (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

### **Amendments**

15. (i) This Agreement will not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

### **Headings**

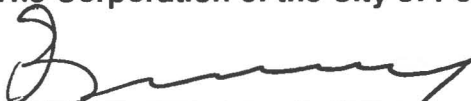
16. (i) The section headings hereof have been inserted for the convenience of reference only and will not be construed to affect the meaning, construction or effect of this Agreement.

### **Governing Law**

17. (i) The provisions of this Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

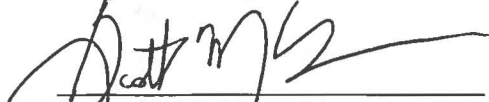
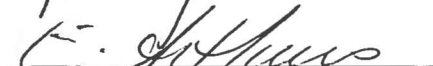
In Witness Whereof the Township and the City have affixed their corporate seals attested by the signature of their duly authorized signing officers.

### **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**

  
\_\_\_\_\_  
Andrea Maxie, Acting Chair

Bob Hall



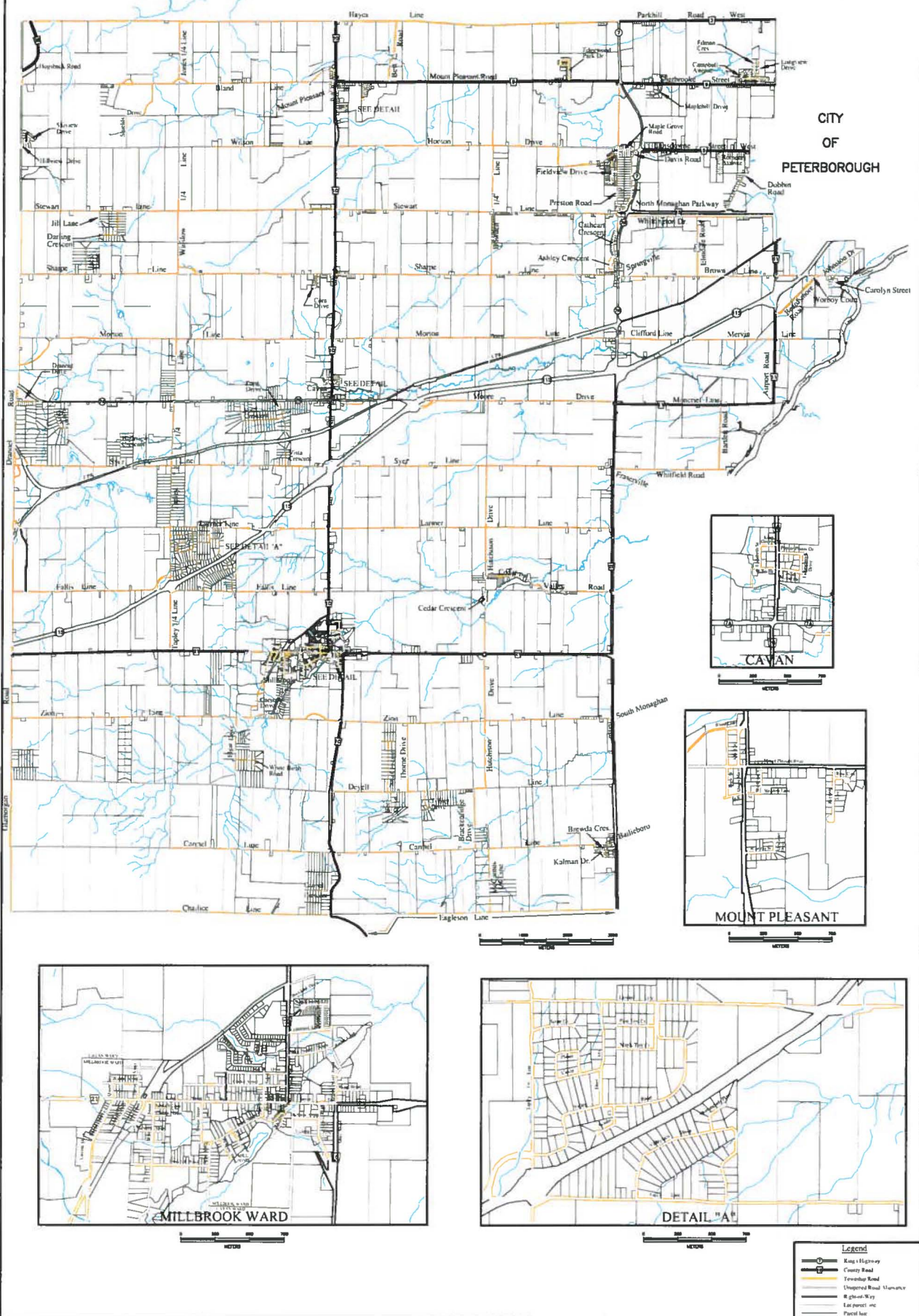
### **Schedule A - Schedule of Service**

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, included by not limited to the following by-laws:
    - **By-law No. 2013-42** – Being a by-law to regulate traffic and parking within the limits of the Township of Cavan Monaghan
    - **By-law No. 2014-06** – Being a by-law to regulate the disposal of refuse, debris and snow within the Township of Cavan Monaghan.
  - (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



June 17, 2020

Richard Freymond  
Commissioner, Corporate and Legislative Services  
City of Peterborough  
500 George Street North  
Peterborough, ON K9H 3R9

Dear Mr. Freymond,

Further to your correspondence dated April 30, 2020, the Council of the Township of Cavan Monaghan reviewed the letter and provided direction to staff to communicate the following:

1. That the Agreement dated August 25, 2015 be extended for one (1) year – until midnight on the 30<sup>th</sup> day of September 2021.
2. That the Agreement include assurance that the Township of Cavan Monaghan would not be requested to contribute financially to upgraded communication infrastructure during the period of the extension.
3. That a provision is included in the extending agreement outlining a quarterly reporting process to advise the Council of the Township of Cavan Monaghan of the frequency and duration of time that officers are deployed outside of the Township boundaries. Council also requested that a maximum time limit be established on how long the Township might be without coverage due to re-assignment circumstances.

Council wishes to express that they are looking forward to a continued relationship and how pleased they have been with the excellent service provided by the Peterborough Police Service. Thank you for your assistance as we work toward a resolution on this matter. Should you require anything additional, please feel free to contact me directly.

Sincerely,

*Elana Arthurs*

Elana Arthurs

cc: Scott Gilbert, Chief of Police

988 County Rd. 10  
Millbrook, ON L0A 1G0  
[www.cavanmonaghan.net](http://www.cavanmonaghan.net)  
Phone: 705-932-2929