



City of
Peterborough

To: **Members of the General Committee**

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

Meeting Date: **June 14, 2021**

Subject: **Report CLSFS21-025**
City of Peterborough/Cavan Monaghan Township – New Agreement for Policing Services Contract

Purpose

A report to recommend the City enter into a new Agreement with Cavan Monaghan Township for a contract for Policing Services for the period October 1, 2021 to December 31, 2026.

Recommendation

That Council approve the recommendation outlined in Report CLSFS21-025, dated June 14, 2021, of the Commissioner of Corporate and Legislative Services, as follows:

That the Mayor and City Clerk be authorized to execute an Agreement with the Township of Cavan Monaghan and the Peterborough Police Services for a five year, 3 month term from October 1, 2021 to December 31, 2026 on terms acceptable to the Commissioner of Corporate and Legislative Services and in a form acceptable to the City Solicitor and substantially in the form attached as Appendix C to Report CLSFS21-025.

Budget and Financial Implications

For October 1, 2021 to December 31, 2021, the Township would pay approximately \$340,700, for the base services to be provided plus the cost of liability insurance. An amount of \$20,000 for overtime is included in the annual contract however a reconciliation will occur to actual overtime costs at year end.

For January 1, 2022 onwards, the annual policing increase for the contract with Cavan Monaghan will be based on negotiations with staff for salaries and inflationary factors for other expenses.

Background

On July 20, 2020, in consideration of Report CLSFS20-038 Council extended the five-year agreement for contracted policing services to the Township of Cavan Monaghan for a further one-year period. The current agreement expires on September 30, 2021. In approving the Report, Council directed:

- b) That notice be provided to the Township of Cavan Monaghan that the City is not prepared to extend the existing agreement beyond the one-year term.

In contemplation of how policing services will be provided in the Township on a go-forward basis, the Council for the Township of Cavan Monaghan formed a Police Task Force Committee to look at the issue in-depth. As part of that process, the Township requested proposals from both the Ontario Provincial Police and Peterborough Police Services (PPS).

On June 8, 2021, the Township notified the City (Appendix A) that PPS was the successful proponent and that the Township wished to enter into a new formal agreement with the City for contracted Policing Services.

A summary of the services to be provided to the Township are as follows:

- 1 Dedicated Officer 24 hours per day (8,760 hours/per year)
- 1 Dedicated Officer 12 hours per day (4,380 hours/per year)
- Additional response (s) as required
- Community Services Programs
- Traffic Support and Collision Reconstruction
- By-law Enforcement
- Quarterly reports on policing activities
- Invitation to Peterborough Police Services Board meetings to advise on Cavan Monaghan issues
- Peterborough Police Services Board Agendas and Minutes sent to Township Council
- Direct access to the Inspector of Operations
- Dedicated Email Addresses for Traffic Complaints

With respect to the Term of the Contract:

- 5-year term, 3 months (to December 31, 2026)
- Term may be extended by mutual agreement
- Term may be terminated early with two-year written notice by December 31st of any year
- Notice to renew or not renew or negotiate a new contract must be confirmed by December 31, 2025

With respect to costing, the following Chart provides the summary of Appendix B, representing the annualized costing that would be in effect from October 1, 2021 to December 31, 2021. In total, the amounts represent an approximate 4.9% increase over the current fee structure.

1.0 Human Resources/Special Services	1,114,848
2.0 Tech Support	9,876
3.0 Fleet	111,023
4.0 Communications	116,454
5.0 Other	10,607
6.3 Insurance (Annual Billing)	13,540
7.0 Total Costs	1,376,348

For January 1, 2022 onwards, the annual policing increase for the contract with Cavan Monaghan will be based on negotiations with staff for salaries and inflationary factors for other expenses.

Next Steps

If Council is supportive of the recommendation, staff work with representatives from Cavan Monaghan and Police Services to finalize the Agreement.

Summary

Cavan Monaghan Township has requested policing services beyond September 30, 2021. Entering into agreement with the Township will offset some fixed costs with respect to the policing services for the citizens of the City of Peterborough.

Submitted by,

Richard Freymond
Commissioner of Corporate and Legislative Services

Contact Name:

Richard Freymond
Commissioner of Corporate and
Legislative Services
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Fax: 705-876-4607
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Attachments:

Appendix A – Letter dated June 8, 2021 from the Township of Cavan Monaghan

Appendix B – Financial Costing

Appendix C – Draft Agreement



June 8, 2021

Sandra Clancy
Chief Administrative Officer
City of Peterborough
500 George Street North
Peterborough, ON K9H 3R9

Dear Ms. Clancy,

At the Regular Council meeting on June 7, 2021 the Council of the Township of Cavan Monaghan supported the Peterborough Police proposal that was presented to Council on May 17, 2021 for a five-year term.

We look forward to continuing our relationship with Peterborough Police Service and wish to thank them for their excellent service.

Sincerely,

Yvette Hurley
CAO/Deputy Clerk/Deputy Treasurer
yhurley@cavanmonaghan.net

c.c. Richard Freymond, Commissioner of Corporate and Legislative Services

c.c. Bob Hall, Chair

988 County Rd 10
Millbrook, Ontario L0A 1G0

www.cavanmonaghan.net

Phone: 705-932-2929

Fax: 705-932-3458

City of Peterborough/Peterborough Police Service
Contract Services to Cavan Monaghan **2021**

Ref	Description	Cost
(a)	(b)	(d)
1.0 Human Resources/Special Services		
1.1 Supervision		8,976
1.2 Patrol and Generalist Policing Functions		1,001,525
1.3 Criminal Investigation & Special Services		0
1.4 Overtime		20,000
1.5 Community Services		5,514
1.6 Traffic Support		13,786
1.7 Court Admin		28,057
1.8 Executive & Human Resources Expense		36,990
1.9 Total Human Resources		1,114,848
2.0 Tech Support		
Ontario Police Technology Information		
2.1 Cooperative (OPTIC)		5,391
2.2 Cell Phone		4,485
2.3 Total Tech Support		9,876
3.0 Fleet		
3.1 Capital costs		71,841
3.2 Licence		180
3.3 Maintenance		11,250
3.4 Fuel		27,752
3.5 Total Fleet		111,023
4.0 Communications		
4.1 911 Communications		58,447
4.2 Police Report Check		14,554
4.3 Records Management		43,453
4.3 Total Communications		116,454
5.0 Other		
5.1 Officer Equipment		10,107
5.2 CAD Mapping		500
5.3 Total Other		10,607
6.3 Insurance (Annual Billing)		13,540
7.0 Total Costs		1,376,348

Agreement for the Provision of Police Services

THIS AGREEMENT DATED this ____ day of June, 2021

BETWEEN

The Corporation of the Township of Cavan Monaghan (Township)

and

The Corporation of the City of Peterborough (City)

and

Peterborough Police Services Board (Board)

Recitals.....	1
Interpretation	2
Term.....	2
Contracted Services	3
Proceeds of Fines	3
Cost of Contracted Services	3
Insurance	4
Communications	5
Termination of Agreement.....	5
Consent	5
Notice.....	5
Successors and Assigns	6
Entire Agreement.....	6
Amendments.....	7
Schedule A – Schedule of Contracted Services.....	8
Schedule B – Geographic Area of the Township.....	10
Schedule C – 2021 Basic Cost of Service.....	11

Recitals:

1. Section 4 of the **Police Services Act**, R.S.O. 1990, c. P.15 (“Act”) requires the Township and the City to each provide adequate and effective police services in accordance with the needs of their respective municipalities.
2. The Township wishes to enter into an agreement with the City for the provisions of police services by the Board for the geographic area comprising the Township pursuant to paragraph 5(1)4 and section 6.1 of the Act.

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

Interpretation

1. In this Agreement
 - a) “Act” means Police Services Act, R.S.O. 1990, c. P.15 and any successor legislation as from time to time amended.
 - b) “Agreement” means this agreement and its schedules as they may each be amended from time to time.
 - c) “Board” means Peterborough Police Services Board.
 - d) “Chief of Police” means the Chief of Police of the Peterborough Police Service and includes an Acting Chief of Police for Peterborough Police Service.
 - e) “City” means The Corporation of the City of Peterborough.
 - f) “Contracted Services” means the services of the Police Service identified in Schedule A.
 - g) “Cost of Service” means the fees for Contracted Services for each year of the Term or part thereof as set out in Schedule C to this Agreement and as otherwise set out in this Agreement including any increases thereto.
 - h) “Police Service” means, collectively, the members of the municipal police force appointed by and under the jurisdiction of the Board.
 - i) “Term” means the period described in section 4 of this Agreement.
 - j) “Township” means The Corporation of the Township of Cavan Monaghan and includes, as the context permits, the geographic area comprising the Township of Cavan Monaghan as depicted in Schedule B of this Agreement.
2. The table of contents and headings are for convenience and do not affect the meaning, construction or effect of this Agreement.
3. This Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario.

Term

4. Subject to section 21 of this Agreement, this Agreement is in effect from October 1, 2021 to December 31, 2026.

5. Except where a notice of termination has been given pursuant to section 21 of this Agreement, the Township or the City may give no less than 18 months' notice to the other of the party's intention to extend the Term by a period of 1 year whereupon:
 - a) subject to paragraph d) of this section 5, the Term is extended by 1 year;
 - b) subject to paragraph d) of this section 5, all terms and conditions of the Agreement remain the same and time remains of the essence during the extended period of the Term;
 - c) the Township and the City will seek to agree as to the Cost of Service for the extended period of the Term provide that the Cost of Service for such extended period will be no less than the Cost of Service for the immediately preceding year of the Term plus increases determined in accordance with sections 13 and 14 of this Agreement; and
 - d) if, by the 180th day following the date on which the notice of intention to extend has been given, the Township and the City have not agreed as to the Cost of Service for the extended period of the Term, the Term will not be extended in accordance with the notice given pursuant to this section 5.
6. If the Term has been extended pursuant to section 5 of this Agreement, the provisions of section 5 apply to the Term as extended.

Contracted Services

7. The Board will provide Contracted Services to and within the Township during the Term.
8. Contracted Services do not include traffic patrol on the parts of the King's Highways in the Township known as Highways 7, 7A and 115 which, pursuant to paragraph 19(1)3 of the Act, is provided by the Ontario Provincial Police.

Proceeds of Fines

9. The Township will retain the net proceeds of fines imposed for contravention of a by-law of the Township in accordance with **Municipal Act, 2001**, S.O. 2001, c. 25, as amended, section 433.

Cost of Contracted Services

10. The Township will pay to the City the Cost of Service payable monthly on the 15th day of each month of the Term. Schedule C identifies the components of the basic Cost of Service for the year 2021. For the part of the Term commencing October 1, 2021 and ending December 31, 2021, the estimated basic Cost of Service is approximately \$340,700, excluding the cost of liability insurance. The actual Cost of Service for each year of the Term will be determined by the certificate of the City Treasurer.

11. In the event overtime costs are incurred by the Police Service for Contracted Services, the Township will pay to the City as additional Cost of Service overtime salary and benefit costs no later than March 31 of the following year, based upon the certificate of the City Treasurer.
12. In the event a special service is required that is not customarily provided by the Police Service and the Police Service is required to pay the service provider, (eg., the Ontario Provincial Police), 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.
13. The Township will pay to the City 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 cost of such components 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.
14. The annual increases referenced in section 13 of this Agreement 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) 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 of Service and an adjustment will be made when the information is known.
15. 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 10, 11, 12, 13 and 14 of this Agreement, the Township will pay to the City such additional costs based upon the certificate of the City Treasurer. Without limitation, the Township acknowledges that as at the date of execution of this Agreement, the Act is to be repealed on a day to be named by proclamation and the **Community Safety and Policing Act, 2019**, S.O. 2019, c. 1, Schedule 1 is to be in force on a day to be named by proclamation and that there may be costs related to those legislative changes for which the Township will be responsible to pay to the City pursuant to this section 15.

Insurance

16. 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.

17. 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

18. 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 objectives and priorities for Contracted Services. The representative will be a non-voting observer.
19. 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 the 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.
20. The Chief of Police will submit to the Township, quarterly, 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.

Termination of Agreement

21. Notwithstanding any other provision of this Agreement, the Township or the City may terminate this Agreement at December 31 of any year of the Term by giving no less than 2 years' written notice of termination to the other.

Consent

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

Notice

23. Notices and communications must be in writing and may be delivered by e-mail, postage-prepaid mail, personal delivery or fax, and will be addressed to the following:

To the Township:

The Corporation of the Township of Cavan Monaghan
988 County Road 10
Millbrook, ON L0A 1G0
Attention: Municipal Clerk
Email: [insert e-mail address]
Fax: [insert fax number]

To the City:

The Corporation of the City of Peterborough
500 George Street North

Peterborough, ON K9H 3R9
Attention: City Clerk
Email: clerks@peterborough.ca
Fax: (705) 742 4138

To the Board:
Peterborough Police Services Board
500 Water Street
P.O. Box 2050
Peterborough, ON K9J 7Y4
Attention: Executive Assistant to the Board
Email: lwilson@peterborough.ca
Fax: (705) 876 6005

Successors and Assigns

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

Entire Agreement

25. 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.

[end of page 6]

Amendments

26. This Agreement may 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.

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 Township of Cavan Monaghan

Scott McFadden, Mayor

Cindy Page, Interim Clerk

The Corporation of the City of Peterborough

Diane Therrien, Mayor

John Kennedy, Clerk

Peterborough Police Services Board

Bob Hall, Chair

Schedule A – Schedule of Contracted Services

1. The following Contracted Services will be provided:
 - a) Crime prevention;
 - b) Law enforcement;
 - c) Assistance to victims of crime;
 - d) Public order maintenance; and
 - e) Emergency response
2. Supervision will be provided by existing supervisory staff, as officers assigned policing responsibilities will be under the direction of Sergeants.
3. Contracted Services 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. 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 Township by-laws:
 - i) By-law No. 2013-42- Being a by-law to regulate traffic and parking within the limits of the Township of Cavan Monaghan; and
 - ii) 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 Board which will be based upon applications submitted by the Police Service on the Township's behalf.

5. Contracted Services will include a 9-1-1 Service to Township residents.
6. The Chief of Police will 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 Township's 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 Police Service will provide the Motor Vehicle Collision police report to the Township's Fire Chief's office for all occurrences within the Township.
8. 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 from time to time 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 will be communicated to the Township as per section 20 of this Agreement including the frequency and duration of time that the officers were deployed outside of the Township.

Schedule C – 2021 Basic Cost of Service

		2021
Ref	Description	Cost
(a)	(b)	(d)
1.0	Human Resources/Special Services	
1.1	Supervision	8,976
1.2	Patrol and Generalist Policing Functions	1,001,525
1.3	Criminal Investigation & Special Services	0
1.4	Overtime	20,000
1.5	Community Services	5,514
1.6	Traffic Support	13,786
1.7	Court Admin	28,057
1.8	Executive & Human Resources Expense	36,990
1.9	Total Human Resources	1,114,848
2.0	Tech Support	
	Ontario Police Technology Information	
2.1	Cooperative (OPTIC)	5,391
2.2	Cell Phone	4,485
2.3	Total Tech Support	9,876
3.0	Fleet	
3.1	Capital costs	71,841
3.2	Licence	180
3.3	Maintenance	11,250
3.4	Fuel	27,752
3.5	Total Fleet	111,023
4.0	Communications	
4.1	911 Communications	58,447
4.2	Police Report Check	14,554
4.3	Records Management	43,453
4.3	Total Communications	116,454
5.0	Other	
5.1	Officer Equipment	10,107
5.2	CAD Mapping	500
5.3	Total Other	10,607
6.3	Insurance (Annual Billing)	13,540
7.0	Total Costs	1,376,348