

The term of this Agreement, made in 4 originally executed copies, is from the 01 day of January, 2015 to the 31 day of December, 2019.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE POLICE SERVICES ACT, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**

("Ontario")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWN OF FORT FRANCES
(the "Municipality")**

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) Pursuant to Order-in-Council 497/2004, the powers assigned to the Solicitor General in law, including those set out in the *Police Services Act*, have been transferred to the Minister of Community Safety and Correctional Services; therefore, all references to the Minister of Community Safety and Correctional Services shall be deemed to include the powers previously exercised by the Solicitor General;
- (d) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number 04/15, dated January 26, 2015 (a copy of which is attached as Schedule "A");
- (e) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated December 16, 2014 (attached as Schedule "B");

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

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a) "Annual Billing Statement" means a statement prepared by Ontario and submitted to the Board for review and to the Municipality for review and approval which contains:
 - (i) the Municipality's police costs for the year following the year in which the statement is prepared, based on, among other items, an estimate of salary and benefit costs; and
 - (ii) a reconciliation of actual salary and benefit costs to those billed for the preceding year.
- (b) "Board" means The Town of Fort Frances Police Services Board.
- (c) "Commissioner" means the Commissioner of the O.P.P.
- (d) "Detachment Commander" means the O.P.P. officer in charge of Rainy River District Detachment.

General Provisions

3. Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
4. The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
5. The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will, determine the information to be contained in the reports and the format in which they will be provided.
6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-

laws. The parties shall annually review this part of the Agreement with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.

- (b) Municipal Building Code violations overseen by the Municipality's building code inspector and those by-laws related to animal control will not form part of this Agreement.

Service Levels

- 7. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) In the event that the Municipality requests services dedicated specifically to the municipality, it shall be responsible for all costs associated with those dedicated resources.

Liability of Ontario

- 8. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

Provincial Services Usage

- 9. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

- 10. Ontario shall supply or cause to be supplied at Ontario's cost all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
- 11. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs.

Adequacy Standards Regulation

12. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
13. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
14. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

15. (a) On or before October 1st in each year, Ontario shall prepare and deliver to the Board for review and to the Municipality for review and approval, the Annual Billing Statement for the following year (Schedule "C"), together with sufficient documentation and information reasonably necessary to explain and support the billing.
- (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
16. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
- (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved or amended and approved in accordance with Section 17.
17. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, the Municipality shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
18. The Municipality shall make monthly installment payments to Ontario no later than the end of the month following the month for which payment is being made, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.

19. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
20. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid by means of a credit for the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.
21. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Rainy River District Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
- (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising and use all best good faith efforts to resolve the dispute.
- (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all best good faith efforts to resolve the dispute.

23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
- i) The language of the arbitration shall be English.
 - ii) The place of the arbitration shall be the Town of Fort Frances.
 - iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- i) on consent of all parties;
 - ii) as may be ordered by a court of competent jurisdiction;
 - iii) the final decision of the arbitrator may be released.
- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the O.P.P. in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to all other groups in writing and sent by mail addressed to those groups at their respective address as listed below, or sent by fax transmission to the fax number listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary and if sent by fax shall be deemed to be received on the date of transmission. Any group may change its address and fax number by giving notice provided herein:
- i) to Ontario addressed to: The Minister of Community Safety and Correctional Services, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, FAX number (416) 325-6067.
 - ii) to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, FAX number (705) 330-4191.
 - iii) to the Municipality addressed to: The Town of Fort Frances, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9, FAX number 807-274-8479.
 - iv) to the Board addressed to: The Town of Fort Frances Police Services Board, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9, FAX number 807-274-8479

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01 day of January, 2015, and shall conclude on the 31 day of December, 2019.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.

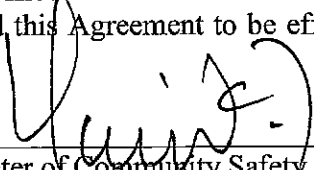
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

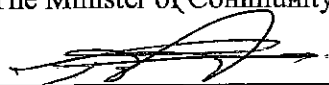
29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

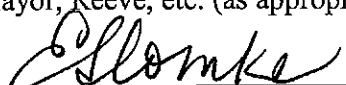
IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers and the Minister of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO


The Minister of Community Safety and Correctional Services

FOR THE MUNICIPALITY


Mayor, Reeve, etc. (as appropriate)


Chief Administrative Officer, or Clerk (as appropriate)

Date signed by the Municipality: January 27, 2015

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

SCHEDULE “B”

PROPOSAL FOR POLICE SERVICES

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Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 60 years and currently maintains contracts with over 140 communities across Ontario.

The Town of Fort Frances requested a costing for OPP municipal policing. This proposal is based on the Town of Fort Frances paying an amount equal to the sum of the Town of Fort Frances's allocated portion of the OPP's total municipal policing base and calls for service costs and the costs for overtime, cleaning/caretaker, accommodation, court security and offender transport as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in *Regulation 3/99, Adequacy and Effectiveness of Police Services* under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the Town of Fort Frances with OPP highway patrol services and provincial responsibilities under one administration. The Fort Frances OPP Detachment will remain as the Administration/Operations Centre. The resources will be deployed to the municipality from this facility.

The Rainy River District Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant and Sergeant/ Platoon Leaders as applicable would provide assistance and supervision to members of the Rainy River District Detachment.

In order to provide a location for the police and public to interact, and to facilitate the delivery of police services in a community, the OPP encourages the establishment of Community Policing Offices (CPOs). Where such offices exist they are usually equipped with telephone and computer capabilities for use by officers assigned to the municipality. Any decision on the establishment of a CPO in the Town of Fort Frances rests entirely with town council and any associated costs will be the responsibility of the town. It is recommended that any CPO located within the town be maintained.

In consultation with the Police Services Board it is the intent that all existing community service programs and community policing committees will be maintained.

Any new community service program considered may be implemented after consultation with the Town of Fort Frances Council, the Town of Fort Frances Police Services Board and the Rainy River District Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The Town of Fort Frances will continue to benefit as additional staff are readily available from within the Rainy River District OPP Detachment as well as neighboring detachments and regions, should the need arise.

The Town of Fort Frances will be required to establish a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. ***The Commissioner is committed to ensuring that the Detachment Commander of the Rainy River District OPP Detachment responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.***

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Rainy River District OPP detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and *regulations*. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the Town of Fort Frances chooses to accept an OPP contract for its policing service, the Rainy River District OPP Detachment will assign resources, focusing on meeting the Town of Fort Frances's unique policing needs.

Value for the Town of Fort Frances

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighboring detachments, regional headquarters and general headquarters;
- Seamless access to a comprehensive infrastructure and specialized services; and
- Assists the Detachment Commander in determining the local policing priorities and objectives through the Town of Fort Frances's Police Services Board.

Based on, among other things, an estimate of salary and benefit costs, the policing cost for 2015 associated with this proposal is \$2,624,274. The annual billing statement is set out in the attachment to this proposal.

Please Note:

Not included in this proposal are:

- **The cost of maintaining the Police Services Board**
- **The costs associated with establishing and maintaining Community Policing Office(s)**
- **Any applicable revenues accruing to the municipality as a result of police activity**

(*Note – This proposal expires six months from the date of presentation to Council. At that time the costs identified in the proposal will be subject to review and revision where necessary.)

OPP Annual Billing Statement

Fort Frances T

Estimated costs for the period January 1 to December 31, 2015

(see notes)

			Cost per Property	\$
Base Service				
	<u>Property Counts</u>			
	Household	3,798		
	Commercial and Industrial	<u>272</u>		
	Total properties	<u>4,070</u>	\$200.51	\$816,076
Calls for Service				
	Total all municipalities	\$138,122,392		
	Total municipal portion	0.7279%	\$247.03	\$1,005,426
Overtime				
			\$17.52	\$71,307
Court Security				
			\$31.00	\$126,174
Prisoner Transportation (per property cost)				
			\$2.41	\$9,809
Accommodation (per property cost)				
Cleaning Services (per property cost)				
Total 2015 Calculated Cost before Phase-In Adjustment			\$498.47	\$2,028,792
2015 Phase-In Adjustment Billing Summary				
2014 Forecasted cost				
	Total	\$2,746,356	\$674.78	
2015 Calculated Cost per Property (see above)			\$498.47	
Cost per Property Variance			(Decrease) \$176.31	
2015 Adjustment (Maximum per property)			(Decrease) \$30.00	
Actual 2015 Phase-In Adjustment			\$146.31	\$595,482
Total Billing for 2015			\$644.78	\$2,624,274

Additional Notes to the “OPP Annual Billing Statement”:

- The Annual Billing Statement is determined based on the new OPP billing model effective January 1, 2015.
- The Annual Billing Statement is a statement of 2015 costs based on an estimate of salary and benefit costs. Salary and benefit costs are estimates and are subject to a final year end adjustment.
- As a result of the implementation of the new OPP billing model municipal policing costs are subject to Phase-in Adjustments for the calendar years 2015 to 2019. The 2015 phase-in adjustment is dependent on the final 2014 cost. Phase-in adjustments are subject to change and are based on an annual determination:
 - If the municipality is subject to an increase between the final 2014 cost and the 2015 cost, the increase will be capped to a maximum of \$40 increase per property. The capped increase of \$40 plus the growth factor per property cost will be applicable for each subsequent year until the full cost is realized.
 - The growth factor is a set per property cost for all municipalities dependent upon general increases in salary, benefits, support costs and other direct operating expenditures.
 - If the municipality is subject to a decrease between the final 2014 cost and the 2015 cost it will be limited to the per property reduction limit applicable to the year.
 - The per property reduction limit is an annual per property amount determined for all municipalities. The per property reduction limit is subject to change each year based upon the determination of the funding required to offset the capped increases for all municipalities.

O.P.P. Contacts

Please forward any questions or concerns to Inspector Steve Shouldice, Detachment Commander, Rainy River District Detachment, Sergeant Pamela Ford or Linda Davis, Contract Policing Analysts, OPP Municipal Policing Bureau General Headquarters.

Inspector Steve Shouldice	807-274-3322
Sergeant Pamela Ford	705-329-6192
Linda Davis	705-329-6289

SCHEDULE “C”
ANNUAL BILLING STATEMENT

OPP Annual Billing Statement

Fort Frances T

Estimated costs for the period January 1 to December 31, 2015

(see notes)

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