The Corporation of the City of Peterborough

By-Law Number 14-077

Being a By-law to authorize the entering into and the execution of an Agreement between The Corporation of the City of Peterborough, The Peterborough Lakefield Police Services Board and The Corporation of the Township of Selwyn

The Corporation of the City of Peterborough by the Council thereof hereby enacts as follows:

That The Corporation of the City of Peterborough enter into and that the Mayor and the Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the City of Peterborough, The Peterborough Lakefield Police Services Board and The Corporation of the Township of Selwyn for the City to provide Contract Police Services to the Lakefield Ward within the Township of Selwyn for a four year period January 1, 2015 to December 31, 2018, and to affix the Seal of the Corporation thereto, in the form attached hereto as Schedule A.

By-law read a first, second and third time this 9th day of June, 2014.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) John Kennedy, City Clerk
This Agreement entered into on ________________

Between:

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

and

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

and

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

Whereas the City and the Township have maintained an amalgamated police service known as the Peterborough Lakefield Community Police Service since 1998;

And Whereas, the amalgamated police service known as the Peterborough Lakefield Community Police Service will cease as of midnight on December 31st, 2014;

And Whereas as of January 1, 2015 the Peterborough Lakefield Community Police Service will be succeeded by the Peterborough Community Police Service;

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 Lakefield Police Services Board and any successors thereof.
(iii) "Chief of Police" means the Chief of Police of the Peterborough Community Police Service and includes an Acting Chief of Police.

(iv) "Township" means the Corporation of the Township of Selwyn.

(v) "City" means the Corporation of the City of Peterborough.

(vi) "Police Service" means the Peterborough Community 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 January, 2015 and continue until 12:00 midnight on the 31st day of December, 2018 – 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 Lakefield Ward within the Township as set out in the Boundary Schedule attached as Schedule B.

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.

Cost of Service

6. (i) For the Contracted Services herein described, the Township shall pay to the City the annual 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, 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 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) The Township agrees to pay an annual increase for the years 2016 through to 2018 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.

(v) 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 shall meet with the Township from time to time 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 December 31, 2018 by mutual agreement of the City and Township.

(ii) Either party may terminate this agreement at December 31st of any year of the term subject to a one-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 Selwyn:

P.O. Box 270
Bridgenorth, ON
K0L 1H0
Attention: Municipal Clerk

To the City of Peterborough:

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

To the Peterborough Lakefield 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 enure 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 supercedes 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 Selwyn

Mary Smith, Mayor

Angela Chittick, Clerk

Peterborough Lakefield Police Services Board

Mary Smith, Chair
Schedule A - Schedule of Service

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. The 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. The 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 shall include the monitoring of activities such as radar detail, Safe on Strickland, speeding, Noisy Trucks and Traffic Detail (excluding R.I.D.E.).

(c) The 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.

5. The contracted services will include a 9-1-1 Service to Township residents in the service area.

6. 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.

7. The Township acknowledges that the dedicated officer may be called upon to attend another incident 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
## Schedule C
### Annual Fees

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