

This Agreement entered into on this \_\_\_\_ day of February, 2018.

Between:

**The Corporation of the Town of St. Marys**  
(Hereinafter referred to as the "Town")

and

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

and

**The Stratford Police Services Board**  
(Hereinafter referred to as the "Board")

WHEREAS the Town is required to provide adequate and effective police services in accordance with its needs pursuant to section 4(1) of the *Police Services Act*, RSO 1990, c P.15 (the Act);

AND WHEREAS pursuant to section 5(1)(6) of the Act, a municipality may adopt a method of providing police services other than a method listed in section 5(1)(1)-(5), with the approval of the Ontario Civilian Police Commission;

AND WHEREAS the Ontario Civilian Police Commission approved the Town's proposal to provide police services by contracting with the City for the provision of police services to the Town, by an Order dated April 13, 2017 and signed by Associate Chair D. Stephen Jovanovic, attached hereto as Schedule A;

AND WHEREAS the Town intends to provide police services, in pursuance of its responsibilities under section 5 of the Act, by means of this Agreement;

AND WHEREAS the City has established a police force under section 5(1)(1) of the Act;

AND WHEREAS the City intends to provide police services in the Town of St. Marys, by means of this Agreement;

AND WHEREAS the Board is a police services board under section 27(1) of the Act;

AND WHEREAS the Board is responsible for the provision of adequate and effective police services in the City, in accordance with section 31(1) of the Act;

AND WHEREAS this Agreement reflects the intent of the parties to provide an adequate and effective level of police services to the Town as set out in O. Reg 3/99, "Adequacy and Effectiveness of Police Services", enacted under the Act;

NOW THEREFORE, in consideration of the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### RECITALS

1. The parties warrant that the recitals to this agreement are true.

#### DEFINITIONS

2. In this Agreement:

“Act” means *Police Services Act*, R.S.O. 1990 c. P.15, as amended.

“Board” means the Stratford Police Services Board and any successors thereof.

“Chief” means the Chief of Police of the Stratford Police Service and includes an Acting Chief of Police.

“Cost Estimate” means;

a) for the year 2018 means the Cost Estimate attached hereto as Schedule E; and

b) for each subsequent year means the Cost Estimate delivered by the City to the Town pursuant to section 14 herein.

“Town” means the Corporation of the Town of St. Marys.

“City” means the Corporation of the City of Stratford.

“Town Council” means the Council of the Corporation of the Town of St. Marys.

“Committee” means the Community Policing Advisory Committee established by the Town to advise the City and the Stratford Police Service on the objectives and priorities for police services in the Town of St. Marys.

“Contracted Services” means the police services provided by the City and the Board to the Town pursuant to this Agreement.

“Subsequent Year” means any calendar year after 2018 in which this Agreement remains in effect.

#### CONTRACTED SERVICES

3.
  - (a) The City shall provide adequate and effective police services in accordance with the needs of the Town and in compliance with the terms and conditions of this Agreement.

- (b) The police services to be provided under subsection (a) are set out more particularly in Schedule B to this Agreement, "Description of Contracted Services".
4. The City shall undertake and be responsible for ensuring that the police services provided pursuant to this Agreement comply with all applicable laws, by-laws, regulations, policies and policing standards, including but not limited to those set by the Act, O. Reg 3/99, "Adequacy and Effectiveness of Police Services".
  5. The City shall enforce the by-laws of the Town set out in Schedule "B".
  6. If, as a result of a change to any law, by-law, regulation or provincial policy, the services set out in Schedule B no longer meet the standards for adequate and effective police services, then the City shall provide any and all additional equipment, personnel, and resources required to provide adequate and effective police services to the Town and the Town shall be responsible for the additional costs of any such equipment, personnel and resources in accordance with this Agreement.
  7. The Town shall provide the City with sufficient office space, equipment and facilities to run a police detachment, as set out in Schedule "C", "Description of Town Facilities".

#### AREA SERVICED

8. The Contracted Services shall be provided to the area within the geographic boundaries of the Town as set out in the Boundary Schedule attached as Schedule "D" to this Agreement.

#### PAYMENT TO THE CITY

9. The Town shall pay the City to provide police services to the Town.
10. The Town shall pay the City a fixed amount for the following costs in accordance with the Cost Estimate. For greater certainty, there shall be no reconciliation or other adjustment to the fixed amount of the costs set out in this paragraph:
  - (a) Personnel Costs – the fixed amount set out in the Cost Estimate and referred to as Part Time Salaries and Wages, Part Time Benefits and Payable EAP for the cost of wages, benefits and allowances for the part-time police officers required to provide the Contracted Services;
  - (b) Support Costs – the fixed amount set out in the Cost Estimate and referred to as Support Costs for supervisory and support personnel, including staff sergeants, sergeants, communicators and recording clerks; and
  - (c) Operating Costs – the fixed amount set out in the Cost Estimate and referred to as Operating Costs for all operating costs not covered above, including administrative support, investigative support, Emergency Response Unit, canine, community services, training, criminal investigations, street crime unit, special victims unit, prisoner meals, police vehicle leases, police vehicle maintenance, general supplies and equipment, Bell Private I.P. Radio, and legal services.

11. The Town shall pay the City a reconcilable amount for the following costs in accordance with the Cost Estimate:

- (a) Personnel Costs – The reconcilable amount set out in the Cost Estimate and referred to as F.T. Salaries and Wages and F.T. Benefits for the cost of wages, benefits and allowances for the full time police required to provide the Contracted Services;
- (b) Capital Costs – the actual cost to the City or any equipment or upgrades required to provide the Contracted Services, or the Town's share of the actual cost if the capital cost is shared; and
- (c) Special Services Costs – the actual cost to the City of any service required to provide the Contracted Services which the Stratford Police Service is unable to provide internally, or the Town's share of the actual cost if the special service is shared.

#### FINANCIAL ADMINISTRATION AND COST RECONCILIATION

12. For every year in which this Agreement is in effect, the City shall provide the Town with a detailed Cost Estimate showing the projected cost of providing the Contracted Services for that year.

13. The Cost Estimate for 2018 is attached hereto as Schedule "E" to this Agreement.

14. For every Subsequent Year, the City shall provide the Cost Estimate to the Town not later than November 1 of the preceding year. The Cost Estimate for a Subsequent Year shall be in the same form as Schedule E, and shall include the following:

- (a) Personnel Costs – the total Personnel Costs for the Subsequent Year, together with a detailed breakdown thereof; Support Costs – the total Support Costs for the Subsequent Year, together with a detailed breakdown thereof;
- (b) Estimated Capital Costs – the total estimated Capital Costs for the Subsequent Year, together with a detailed breakdown thereof;
- (c) Estimated Special Services Costs – the total estimated Special Service Costs for the Subsequent Year, together with a detailed breakdown thereof;
- (d) The Total Estimated Reconcilable Cost, which shall be the total of the Estimated Full-Time Personnel Costs, , Estimated Capital Costs and Estimated Special Services Costs;
- (e) Operating Costs & Support Costs – the total Operating Costs and Support Costs for the Subsequent Year, together with a detailed breakdown thereof;
- (f) Total Estimated Annual Cost, which shall be the total of the Total Estimated Reconcilable Cost and the Operating and Support Costs; and,

(g) Monthly cost, which shall be the Total Estimated Annual Cost divided by twelve.

The Cost Estimate shall include, where applicable, a concise explanation of any projected cost increases compared to the previous year.

Within sixty (60) days of receiving the Cost Estimate, the Town shall either provide the City with written confirmation that the Cost Estimate is accepted, or shall initiate the Dispute Resolution process set out below. If the Town does not respond to the Cost Estimate within sixty (60) days of receiving it, then it shall be deemed to have accepted the Cost Estimate.

The Town shall pay the Monthly Cost to the City monthly, on the fifteenth (15<sup>th</sup>) of the month, for every month in which this Agreement is in effect.

In the event that the Town disputes the Cost Estimate, the Town shall nevertheless pay the Monthly Cost to the City and the payments made under the disputed Cost Estimate may be retroactively adjusted as a result of the dispute resolution.

15. Once every five years during which this Agreement is in effect, the City shall provide the Town with a detailed projection of the Capital Costs the Town under this Agreement for the following five years, broken down by year, to assist the Town in budgeting appropriately. The five-year cost projection shall be updated as often as required to remain accurate, and in any event not less than once per year. The City shall use best efforts to ensure the five-year cost projection remains up to date.

#### Cost Reconciliation of Full Time Personnel Costs

16. After every year for which this Agreement is in effect, the City shall provide the Town with a Reconciliation Statement showing the actual amount incurred by the City for the full time salaries, wages and benefits for the entire Stratford Police Service. The Town agrees that it will be responsible for 8.7% of the actual amount incurred for full time salaries, wages and benefits for the entire Stratford Police Service. If 8.7% of the actual amount incurred is greater than the amount set out in the Cost Estimate, the Town shall make a payment to the City in the amount of such difference. If 8.7% of the actual amount incurred is less than the amount set out in the Cost Estimate, the City shall make a payment to the Town in the amount of such difference.

#### Cost Reconciliation of Capital Costs and Special Service Costs

17. After every year for which this Agreement is in effect, the City shall provide the Town with a Reconciliation Statement showing the actual cost incurred by the City for the Capital Costs and Special Service Costs listed in the Cost Estimate for that year, as well as the total thereof (the Total Actual Reconcilable Cost), and the difference between the two, if any.

18. In the event that the Total Actual Reconcilable Cost is greater than the Total Estimated Reconcilable Cost, the Reconciliation Statement shall include a concise explanation of the discrepancy.
19. The City shall provide the Reconciliation Statement not later than March 1 of each year.
20. Within sixty (60) days of receiving the Reconciliation Statement, the Town shall either provide the City with written confirmation that the Reconciliation Statement is accepted, or shall initiate the Dispute Resolution process set out below. If the Town does neither within sixty (60) days, then it shall be deemed to have accepted the Reconciliation Statement.
21. The difference between the Total Estimated Reconcilable Cost and the total shown in the Total Actual Reconcilable Cost shall be known as the Reconciliation Payment.
22. If the Total Actual Reconcilable Cost is greater than the Total Estimated Reconcilable Cost, then the Town shall pay the Reconciliation Payment to the City.
23. If the Total Actual Reconcilable Cost is less than the Total Estimated Reconcilable Cost, then the City shall pay the Reconciliation Payment to the Town.
24. The Reconciliation Payment shall be made by the party responsible for paying it not more than thirty (30) days after the Reconciliation Statement is accepted or deemed accepted.
25. No interest shall be payable on the Reconciliation Payment.

#### Record-Keeping

26. The City and the Board shall keep all records, statements of account, invoices and any other such financial and accounting documents related to the Contracted Services, for a period of seven years.
27. The City and the Board shall permit the Town, upon reasonable notice to the City and the Board, to examine all such records and books of account related to the Cost Estimate, the Reconciliation Statement, or both.
28. The City and the Board shall, if requested by the Town and at the Town's sole expense, provide the Town with audited financial statements in relation to the Contracted Services.

#### PROPERTY ACQUIRED PURSUANT TO THIS AGREEMENT

29. Any property, asset or equipment listed in the Cost Estimate (hereinafter called a "Town Asset") shall, once purchased, be owned and insured by the City and used to benefit the Town unless otherwise agreed to in writing by the parties.
30. The City shall not sell, transfer or dispose of any Town Asset unless it has first provided the Town with the option of purchasing the Town Asset for a sale price of one dollar (\$1.00), and the Town has declined the option in writing. If the Town declines the option

in writing, then the City may sell, transfer or dispose of the Town Asset as it sees fit and the Town shall not be entitled to any revenue from such a sale.

31. If, upon the termination of this Agreement, the City wishes to retain any Town Asset for use by the City or the Board, then the City may deliver a written request to the Town to retain the Town Asset. If the Town approves the request, then the City shall pay the Town the depreciated fair market value of the Town Asset, as agreed to by the treasurers of the City and the Town, both acting reasonably, in consideration of the continued ownership of the Town Asset. If the Town rejects the request, then the City shall sell the Town Asset to the Town for a sale price of one dollar (\$1.00).

#### COMMUNICATION

32. The Town shall establish and appoint members to a Community Policing Advisory Committee ("Committee") to advise the Chief of the overall objectives and priorities for police services in the Town. The role and responsibilities of the Committee shall be analogous to those described in Section 10 (9)(b), (c) and (e) and (f) of the Act. The Committee's role shall be advisory and the Committee shall not give orders or directions to the Chief or any member of the police force.
33. A representative of the Committee shall be permitted to attend meetings of the Board to advise the Board with respect to objectives and priorities for the police services in the Town. The representative of the Committee shall be a non-voting attendee.
34. Not less than once per month, the Chief shall submit to the Committee a written report summarizing the policing activities in the Town, the form of which report shall be agreed to by the Chief and the Committee. The monthly report shall include the following:
- (a) a summary of the status of any active complaints under Part V of the Act which relate to the Contracted Services;
  - (b) a summary of the status of any active Special Investigations Unit investigations which relate to the Contracted Services;
  - (c) the total number of calls for service and total number of tickets issued in relation to the Contracted Services;
  - (d) a summary of the number and type of reported motor vehicle collisions occurring in the Town of St. Marys;
  - (e) a summary of the number and type of criminal charges laid in relation to the Contracted Services;
  - (f) a summary of the number and type of incidents related to the Contracted Services involving young offenders;

- (g) a summary of the community involvement activities and functions of the Stratford Police Services in the Town of St. Marys;
  - (h) a detailed monthly statement of operations showing the actual expenditures made by the Stratford Police Services Board in providing the Contracted Services in that month; and,
  - (i) any other information the Committee requests be included in the report, provided that disclosing such information does not violate any applicable law or policy of the Stratford Police Service.
35. Not less than once per month, or more frequently if requested by the Committee, the Chief shall meet with the Committee or its representative to discuss the policing activities in and needs of the Town and any required or recommended changes to the Contracted Services.
36. The Town may by By-law delegate any of its rights and responsibilities pursuant to this Agreement to the Committee, and if it does so, the City and the Board shall work cooperatively with the Committee to give effect to the terms of this Agreement.

#### PERIODIC REVIEW

37. The Committee shall conduct a review of the state of the Town's police service, on such terms of reference as the Committee may adopt, after this Agreement has been in effect for one (1) year, and periodically thereafter, and shall report its findings to Council.
38. The Chief, the City and the Board shall participate in and cooperate with the Committee in completing the review, including providing such information as may be reasonably requested by the Committee.
39. The purposes of the Review shall be:
- (a) To evaluate the success of this Agreement in providing adequate and effective police services to the Town;
  - (b) To assess the cost impacts of this Agreement on the City, the Town and the Board; and,
  - (c) To make any recommendations to the City, the Town and the Board as may be appropriate in light of the findings.
40. Any recommendations resulting from the Review shall be non-binding and shall not affect the rights and obligations of any party under this Agreement unless mutually agreed to in writing.



## TERM AND TERMINATION

41. This Agreement shall come into force and take effect at 12:01 a.m. on the September 4, 2018 and continue until 12:00 midnight on the 31<sup>st</sup> day of December, 2022, unless terminated earlier as provided for under section 42.
42. This Agreement may be terminated by either the Town or the City upon the provision of twenty-four (24) months' notice in writing.
43. This Agreement shall automatically be extended for additional terms of five (5) years each, unless either party provides written notice of termination to the other party at least twenty-four (24) months prior to the termination of the then current term.

## COST RECONCILIATION UPON TERMINATION

44. If the Town terminates this Agreement under subsection 42, above, then the City and the Board shall use best efforts to avoid the termination of police officers assigned to the Town, including but not limited to re-assigning any officers who had been assigned to the Town within the Stratford Police Service.
45. If, despite the best efforts of the City and the Board, the Board terminates the employment of any of the police officers assigned to the Town as a result of the Town's termination of this Agreement under subsection 42, above, then the Town shall be responsible to pay the reasonable costs of termination, including, but not limited to, severance pay, accrued vacation, sick pay and pension adjustment.
46. The Town's liability under section 45 of this Agreement shall be limited to an amount of \$60,000 per employee terminated, and the Town shall have no liability to pay any other costs or damages associated with the termination of this Agreement above that amount.
47. The Town's liability under section 45 of this Agreement shall be limited to reimbursement for costs actually paid by the City or the Board pursuant to an agreement or arbitration award under Section 40 of the Act.

## DISPUTE RESOLUTION

48. The provisions of this section apply in the event of a dispute between the Town, the City and the Board concerning financial and related issues arising out of the interpretation, application, administration or alleged violation of this Agreement ("Financial Disputes"), or between the Town, the City and the Board concerning policing issues arising out of the interpretation, application, administration or alleged violation of this Agreement ("Policing Disputes").
49. In the event that a dispute arises, the Town or its representative shall meet with the City or its representative and/or the Board and its representative within thirty (30) days of such dispute arising and all shall use all best good faith efforts to resolve the dispute.

50. If a Financial Dispute remains unresolved after such a meeting, the issue may be referred to mediation by any party and each party shall use all best good faith efforts to resolve the dispute.
51. If a Financial Dispute cannot be resolved through any of the methods described above, then the matter may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991*, SO 1991 c 17 shall apply to any such arbitration, unless otherwise indicated below:
- (a) The language of the arbitration shall be English;
  - (b) The place of the arbitration shall be mutually agreed to by the parties and failing agreement in the location where the arbitrator determines;
  - (c) 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;
  - (d) Each party shall make prompt full disclosure to the other;
  - (e) Subject to the availability of an arbitrator, the arbitration shall be commenced within 30 days of the conclusion of the meeting referred to in section 49, or the mediation, if applicable.
  - (f) 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 arbitration shall have no right to make an award relating to costs.
  - (g) The parties shall have no right to appeal from a decision of an arbitrator.
52. A Financial Dispute shall be resolved in accordance with the following principles:
- (a) The Town should fully reimburse the City for the cost of providing the Town with police services to the level required by the Act;
  - (b) The Town should not subsidize police services to the City or pay more for any specific item than Stratford pays for same proportion of use of that item; and,
  - (c) The City and the Town should each pay their own proportionate share of shared costs and cost increases from changes to service level mandated by the Act.
53. If a Policing Dispute remains unresolved after a meeting referred to in section 49, it may be dealt with in accordance with the Act. Policing Disputes shall not be subject to mediation or arbitration.
54. No party shall be entitled to proceed to mediation or arbitration until it has exerted all best good faith efforts to resolve the dispute.

55. Mediations or arbitrations conducted under this Agreement shall be closed to the public. The parties shall keep all details, admissions and communications made in the course of the dispute resolution process strictly confidential and no such information shall be admissible in any other legal proceeding except as follows:

- (a) On consent of the parties; or,
- (b) As may be ordered by a court of competent jurisdiction.

56. Notwithstanding section 55, the final decision of the arbitrator may be released to the public.

## INSURANCE

57.

- (a) The City shall provide and keep in force throughout this Agreement, municipal, general liability insurance against claims for personal injury, death or property damage or loss arising out of the performance of this Agreement in the amount of not less than Twenty Five Million (\$25,000,000.00) Dollars naming the Town as an additional insured, as evidenced by a certificate of insurance. Such insurance policy shall include collision and comprehensive coverage, personal injury, contractual liability, non-owned automobile liability and a cross liability clause, insuring the operations of the Stratford Police Services; and
- (b) The City will be liable for any deductibles and uninsured claims arising from the performance of the Contracted Services and therefore the Town agrees to pay to the City in each year that this Agreement is in effect, a fixed amount equal to three (3%) percent of the Total Estimated Annual Cost of providing the Contracted Services as set out in the Cost Estimate.

58. All parties agree to promptly notify the others of any occurrence, incident or event which may reasonably be expected to expose any party to liability of any kind in relation to the Contracted Services.

## GENERAL

59. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the Laws of Canada. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

60. This Agreement shall be read with such changes of gender and number as the context requires and all shall be construed to be several as well as joint.

61. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

62. Schedules A, B, C, D, and E, attached hereto, are hereby incorporated into and form part of this Agreement.
63. This Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, expressed or implied, collateral, statutory or otherwise, relating to the Contracted Services except as provided in this Agreement.
64. No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, even if similar in nature, unless otherwise expressly provided.
65. This Agreement is not transferable or assignable by any party to any third party without the prior written consent of the other party, which consent may be unreasonably withheld.
66. Any notice required to be given to the Town, the City or the Board under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office.

<u>Town's Address</u>	<u>City's Address</u>	<u>Board's Address</u>
Town of St. Marys 175 Queen Street East PO Box 998 St. Marys, ON N4X 1B6  Attention: Clerk	City of Stratford PO Box 818 Stratford, ON N5A 6W1  Attention: Clerk	City of Stratford PO Box 818 Stratford, ON N5A 6W1  Attention: Police Services Board Secretary

67. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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In witness whereof the Town, the City and the Board have affixed their corporate seals attested by the signatures of their duly authorized signing officers.

The Corporation of the Town of St. Marys

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Al Strathdee, Mayor

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Brent Kittmer, CAO/Clerk

The Corporation of the City of Stratford

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Dan Mathieson, Mayor

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Joan Thompson, Clerk

Stratford Police Services Board

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Dan Mathieson, Chair

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Patricia Shantz, Secretary/Executive Assistant

## **SCHEDULE A**

**ONTARIO CIVILIAN POLICE COMMISSION ORDER  
2017-ADJ-006 (APRIL 12, 2017)**



## ONTARIO CIVILIAN POLICE COMMISSION

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DATE: 13 April 2017

CASE NAME: St. Marys' Request for Approval under s. 5(1)(6) of the *Police Services Act* to Contract with the City of Stratford/Stratford Police Service

FILE: 2017-ADJ-006

***In the Matter of the City of St. Marys' Request for Approval under s. 5(1)(6) of the Police Services Act, R.S.O. 1990, c. P.15 to Contract with the City of Stratford/Stratford Police Service***

### **ORDER**

1. The Town of St. Marys is currently policed by the Ontario Provincial Police, but is seeking to contract for services with the City of Stratford. If St. Marys was geographically contiguous to Stratford or with an area policed by the Stratford Police Service, the Town could simply contract with Stratford for policing services pursuant to s. 5(1)(4) of the *Police Services Act* (the "PSA"). Because there is no contiguity, St. Marys seeks the approval of the OCPC,

pursuant to s. 5(1)(6) of the PSA to "...adopt a different method of providing police services".

2. For the reasons set out below, the OCPC approves St. Marys' proposal to provide police services by contracting with the City of Stratford for policing services to be provided by the Stratford Police Service, subject to receipt by the OCPC of the final agreement between St. Marys and the City of Stratford/Stratford Police Service.

**Background: Municipal Responsibilities in Relation to Providing "Adequate and Effective Policing"**

3. S.4(1) of the PSA provides: "Every municipality to which this subsection applies shall provide adequate and effective police services in accordance with its needs." Generally, the subsection applies to both upper- and lower-tier municipalities throughout Ontario.
4. Pursuant to S.5(1) a municipality must provide policing services through one of the following six methods:
  - i. The council may establish a police force, the members of which shall be appointed by its police services board under clause 31 (1) (a).
  - ii. The council may enter into an agreement under section 33 with one or more other councils to constitute a joint board and the joint board may appoint the members of a police force under clause 31 (1) (a).



- iii. The council may enter into an agreement under section 6 with one or more other councils to amalgamate their police forces.
  - iv. The council may enter into an agreement under section 6.1 with the council of another municipality to have its police services provided by the 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 or is contiguous to any other municipality that receives police services from the same municipality.
  - v. The council may enter into an agreement under section 10, alone or jointly with one or more other councils, to have police services provided by the Ontario Provincial Police.
  - vi. With the Commission's approval, the council may adopt a different method of providing police services.
5. S. 27 further requires every municipality that maintains its own police service to establish a police services board. Pursuant to s. 31, police services boards (PSBs) are further vested with responsibilities for the provision of "adequate and effective police services in the municipality".

## **Request from St. Marys, Ontario**

6. Currently, the Town of St. Marys discharges its responsibility for providing police services pursuant to s. 5(1)(5): It is party to a contract with the Ontario Provincial Police (OPP). St. Marys has a PSB, with duties largely as set out in s. 10(9) of the PSA.
7. St. Marys is seeking to terminate its contract with the OPP and enter into a new contractual arrangement with the City of Stratford. Under the proposed new arrangement, the Stratford Police Service (SPS) would provide policing for St. Marys.
8. As noted, municipalities are responsible for providing adequate and effective police services pursuant to s. 4.1 of the PSA and they may decide which method of discharging this responsibility is appropriate, whether it be maintenance of a police service, contracting with the OPP, contracting with another contiguous municipality or another method.
9. Under s. 5(1) of the PSA, municipalities generally do not require approval from the OCPC in relation to their policing arrangements. In the current situation, for example, St. Marys would be able to enter a contractual arrangement with Stratford without any OCPC approval, but for the fact that they are not geographically contiguous municipalities. Under s. 5(1)(4) and s. 6.1, contiguity is a prerequisite for contractual agreements between municipalities.

10. However, s. 5(1)(6) allows municipalities to seek OCPC approval for alternative methods of providing police services: The council "...may adopt a different method of policing with the approval of the Ontario Civilian Police Commission."

### **OCPC Process in Relation to s. 5(1)(6) Approval**

11. While s. 5(1)(6) requires OCPC approval where a municipality seeks to provide police services in an alternative way, the subsection sets out no procedural or process requirements for the OCPC to follow in considering a request. The provision does not require a hearing or a public meeting.
12. In the present case, the OCPC asked the City of St. Marys to provide a written submission setting out the proposed policing arrangement.
13. For reasons set out below, the OCPC grants approval to the City of St. Marys to enter into the proposed arrangement with Stratford. For the purpose of transparency, the OCPC has issued a public decision in relation to the approval.
14. S. 5(1)(6) does not set out any specific test for the OCPC to apply in determining whether or not to grant an approval under s. 5(1)(6). Decisions relating to provision of policing services in Ontario must be made with reference to the "adequacy and effectiveness" standard set out in the PSA.
15. However, a plain reading of the PSA places primary responsibility for providing adequate and effective police services on municipalities. As previously noted, s. 4 of the

PSA provides: "Every municipality to which this subsection applies shall provide adequate and effective police services in accordance with its needs." S. 4(2) goes on to describe minimum standards for adequate and effective policing as including: "...1. Crime prevention. 2. Law enforcement. 3. Assistance to victims of crime. 4. Public order maintenance. 5. Emergency response."

16. In addition to the broad roles of municipalities and PSBs, the "Adequacy and Effectiveness of Police Services" Regulation—O. Reg. 3/99—made under the PSA places many highly-specific responsibilities on chiefs of police in relation to the actual provision of policing in any given municipality. Further, the Minister of Community Safety and Correctional Services has a regulatory role as described in s. 3(2) of the PSA to "... (a) monitor police forces to ensure that adequate and effective police services are provided at the municipal and provincial levels".

17. Although the OCPC has a role in relation to "adequacy and effectiveness" of police services, the OCPC must be respectful of the statutory roles of municipalities, PSBs, police services themselves, and MCSCS in this same regard. The only explicit role enumerated for the OCPC in relation to "adequate and effective" is set out in s. 9(2) of the PSA. That subsection provides that if the Commission finds that a municipal police force is not providing adequate and effective police services or is not complying with the PSA or regulations, it may communicate that finding to the board of a municipality and direct the board to take the measures that the Commission considers necessary. As with s. 5(1)(6), the provision sets out no specific process that the OCPC must

follow to make a determination and provides no other guidance. In a related vein, s. 23 and s. 24 of the PSA allow the OCPC to take certain measures where a PSB or municipal police force "...has flagrantly or repeatedly failed to comply with prescribed standards of police services".

### **Decision in Relation to the Request for St. Marys**

18. After careful review of the proposal from St. Marys, the OCPC grants its consent pursuant to s. 5(1)(6) of the PSA for the Town of St. Marys to contract with the SPS for policing services. The Town of St. Marys has provided a highly-detailed proposal in support of its request for approval.
19. At the outset, it should be made clear that the OCPC has no statutory role to play in relation to St. Marys' decision to cease contracting with the OPP. Municipalities do not have to seek approval from the OCPC to contract with the OPP or terminate a contract. In any case, St. Marys indicates that it has given notice to the OPP that it is undertaking a review of alternate policing options and may not be renewing its current contract which is set to expire on December 31, 2017.
20. The St. Marys' proposal sets out a detailed explanation of why it reviewed its existing policing model. The explanation provided significant background information for the OCPC on how St. Marys came to its decision and discussed its concerns about local service levels and needs. The proposal also sets out the various options considered in relation to provision of police services. For example, St. Marys has considered establishing its own police service. This said, decisions about

how to provide policing services in local communities are primarily decisions to be made by municipalities themselves and/or their respective PSBs. Except in extraordinary situations where the OCPC's intervention is necessary pursuant to s. 9 or s. 23 or 24 of the PSA, it is generally not appropriate or necessary for the OCPC to second-guess policy and fiscal choices made by municipalities and/or PSBs in accordance with their statutory roles under the PSA.

21. In the present case, the first issue to be considered is whether or not the OCPC has the authority to approve the St. Marys proposal. The language of s. 5(1) is clear in this regard. S. 5(1)(1)-(5) set out a number of options for police services that municipalities may choose on their own without OCPC approval. S. 5(1)(6) allows municipalities to go with a different method of providing police services, provided the OCPC approves. Neither s. 5(1)(6) itself nor any other provision of the PSA or the regulations set out any restrictions or limits, whatsoever, on the "different methods" that may be approved pursuant to the subsection.

22. In the absence of any statutory or regulatory guidance for the OCPC in making a decision under s. 5(1)(6), the OCPC has considered whether or not, on its face, the St. Marys/Stratford proposal would violate the PSA or fail to constitute "adequate and effective" policing. The most important feature considered in this regard is the confirmation by St. Marys and the proposed contract police service, the SPS, that delivery of police services in St. Marys will be fully compliant with O. Reg. 3/99, Adequacy and Effectiveness of Police Services. Following the takeover of policing by the SPS, the SPS will obviously remain bound by all provisions of the

PSA and its regulations in relation to all of its activities, in both Stratford and St. Marys. This means that the SPS will continue to be subject to oversight by MCSCS and will have to maintain compliance at all times with O. Reg. 3/99 and all other applicable standards. The OCPC's approval of the St. Marys proposal is contingent on this commitment to ongoing compliance with O. Reg. 3/99 by the SPS.

23. Given the lack of contiguity between St. Marys and Stratford, the proposal notes that "...there is a natural concern that responses to calls for service will be delayed". The proposal goes on to indicate that St. Marys is currently served by an OPP detachment located 20.1 KM away from St. Marys, while the Stratford police headquarters is 20.3 KM away. The proposal further indicates that the SPS would have an officer stationed in St. Marys at all times, while the OPP does not necessarily have an officer in town at all times. St. Marys has clearly turned its mind to the issue of response time and considers policing by the SPS to provide for response times which are adequate.

24. The proposal makes note of public support for the initiative to contract with the SPS. The proposal indicates that a public meeting was held in January 2017 to discuss the contracting proposal. The proposal also indicates that councillors believe the change to be well-supported. The central point, from the perspective of the OCPC however, is that the decision on contracting with SPS is made by the St. Marys Town Council, the duly-elected representatives of the people of the Town. As noted previously, s. 4 of the PSA provides: "Every municipality to which this subsection applies shall provide adequate and effective police services in

accordance with its needs.” Broad decisions about how to provide policing services are clearly those of municipalities.

25. Finally, St. Marys’ proposal notes the financial risk of a significant policing event, such that St. Marys would be required to pay additional fees to the SPS. The decision that the financial risk is manageable is a decision that is solely and squarely within the ambit of the municipal government. The OCPC has no role to play in this regard and takes no position on the issue.

26. The OCPC notes that under the St. Marys proposal, a Community Policing Advisory Committee (CPAC) would be established. The CPAC would be established and appointed by St. Marys. The CPAC would meet monthly with the Chief of the SPS and would have a role akin to that of the current St. Marys’ Board under s. 10(9) of the PSA. Establishment of a CPAC would also be analogous to the appointment of an advisor under s. 6.1(2) of the PSA.

Under s. 6.1(2) of the PSA, a contiguous municipality contracting with a neighbouring police service would be entitled to appoint a person to advise the neighbouring board about objectives and priorities. The OCPC does not object to the proposal to create a CPAC, with the proviso that the principles in s. 6.1(3) and (4) should be applied when creating the CPAC, e.g., the term of office for members of the CPAC should not exceed the term of office of the council appointing the members.

Of greater significance, the document establishing terms of reference for the CPAC should be consistent with the PSA in



relation to restrictions on interference with day-to-day operations. For example, similar to s. 31(4) of the PSA, it should be made clear that the role of the CPAC is not to direct, or purport to direct, the chief of police with respect to specific operational decisions or day-to-day operations. Similar to s. 31(3), it should be made clear that the CPAC and individual members of the CPAC may not give orders or directions to other members of the SPS.

27. The OCPC therefore approves the proposal put forth by St. Marys to adopt a different method of policing pursuant to s. 5(1)(6) of the PSA subject to the receipt by the OCPC of the final agreement between St. Marys and the City of Stratford/Stratford Police Service.

**DATED** at Toronto, this 13<sup>th</sup> day of April 2017.

A handwritten signature in dark ink, reading "D. S. Jovanovic". The signature is written in a cursive style with a large, looped "J".

---

D. Stephen Jovanovic  
Associate Chair

## **SCHEDULE B**

### **DESCRIPTION OF CONTRACTED SERVICES**

## SCHEDULE B – Description of Contracted Services

### Adequate and Effective Police Services

1. The Contracted Services shall meet all applicable standards for police services established by law, regulation, and/or policy, including but not limited to O. Reg. 3/99, “Adequacy and Effectiveness of Police Services”, under the *Police Services Act*, RSO 1990 c P.15.
2. The following police services shall be provided:
  - (a) Crime prevention – the Stratford Police Service shall maintain an ongoing program of relevant initiatives shall be maintained and sufficient resources shall be applied to crime prevention within the Town of St. Marys, including:
    - i. Crime Prevention Initiatives – the Stratford Police Service shall participate in a comprehensive range of crime prevention initiatives appropriate to the needs of the community;
    - ii. Community Safety Partnerships – the Stratford Police Service shall actively engage with community partners and provide leadership and education to achieve continuous improvement in public safety;
    - iii. Problem-Oriented Policing -- the Stratford Police Service shall identify, analyze, and help to resolve community safety problems;
    - iv. Crime and Call Analysis – the Stratford Police Service shall identify crime and calls-for-service trends for the establishment of objectives and priorities, strategic deployment of prevention, problem solving, and enforcement initiatives; and,
    - v. The Stratford Police Service shall provide specific crime prevention programs and initiatives in the Town of St. Marys, where appropriate, including:
      1. KIDS (Knowledge, Issues, Decisions and Supports),
      2. Internet Safety for grades 4 to 8,
      3. Bike Safety for grade 4,
      4. S.M.A.R.T. Social Media Awareness and Responsibility Training-engaging youth in high schools and the aging population,
      5. Patch for Patch program-reduce fentanyl trafficking,
      6. Mental Health Protocol,
      7. Huron Perth Situation Table,
      8. Project Lifesaver,
      9. Vulnerable Sector Registry,
      10. Festive / year round R.I.D.E.,
      11. 4 counties traffic co-operative, and,
      12. Commercial Vehicle Safety Enforcement.

- (b) Law enforcement – the Stratford Police Service shall conduct and provide for all aspects of law enforcement and criminal investigations in the Town of St. Marys, in compliance with existing regulations and directives and in the continuous identification, development and application of best practices in policing. Law enforcement services shall include:
- i. Criminal Investigation -- the Stratford Police Service shall deliver effective criminal investigative services;
  - ii. Major Case Management Systems – the Stratford Police Service shall apply case management systems and methods approved by the Ministry of Community Safety and Correctional Services;
  - iii. Multi-Jurisdictional Major Crime Case Management -- the Stratford Police Service shall effectively participate in the investigation of multi-jurisdictional crimes and occurrences.
  - iv. Joint Forces Operations – the Stratford Police Service shall develop and implement effective joint forces operations when required.
  - v. Criminal Intelligence -- the Stratford Police Service shall develop and apply timely strategic and tactical criminal intelligence services.
  - vi. Informants and Agents – the Stratford Police Service shall effectively develop and manage a bank of informants and agents.
  - vii. Witness Protection -- the Stratford Police Service shall safely and effectively manage the safety and security of subjects in the Witness Protection Program.
  - viii. Investigative Supports-- the Stratford Police Service shall ensure the availability and application of a comprehensive range of specialized tools, methods and resources to support the quality of the investigative service.
  - ix. Traffic Management and Enforcement – the Stratford Police Service shall have an effective strategy for education, enforcement and engineering that ensures the safe movement of traffic.
  - x. Police Pursuits – the Stratford Police Service shall conduct pursuits in accordance with government guidelines and with a focus on community and officer safety.
  - xi. Arrest -- the Stratford Police Service shall ensure the proper application of the law in arrest, detention and release of charged persons.
  - xii. Bail and Violent Crime – the Stratford Police Service shall proceed lawfully and with due regard to public safety in the detention of violent offenders, and shall ensure the appropriate notifications are given and conditions are required upon their release.

- xiii. Searches of Premises – the Stratford Police Service shall ensure the safe and effective execution of searches of premises.
  - xiv. Searches of the Person – the Stratford Police Service shall conduct lawful and effective searches of subjects while maintaining respect for individual rights.
  - xv. Where appropriate, Law Enforcement services may be provided through mutual aid agreements with other police services and enforcement agencies, including: Lond London Search and Rescue Team-Missing person searches, Canine Unit-person and items searches, H.C.E.I.T- Hate Crime and Extremism Investigative Team, O.N.G.I.A.- Ontario Gang Investigators Association, O.H.I.A.- Ontario Homicide Investigators Association, C.I.S.O.-Criminal Intelligence Service of Ontario, B.E.U. Biker Enforcement Unit, P.A.T.-Provincial Anti-Terrorism, F.B.I.N.A.A.-Federal Bureau of Investigations National Academy Associates, and MAGLOCLN-Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network.
- (c) Assistance to victims of crime – the Stratford Police Service shall establish and apply policies and procedures to ensure adequate and effective support and assistance to the victims of crime in the Town of St. Marys. Support and assistance to the victims of crime shall be provided through the Bruce-Grey-Perth Victims Assistance Program and the Victim/Witness Assistance Program;
- (d) Public order maintenance – the Stratford Police Service shall ensure its readiness and capacity to maintain public order in the Town of St. Marys. Public order maintenance services shall include:
- i. Community Public Order Patrol -- the Stratford Police Service shall give ongoing attention to public order through attention to patrols and patrol area planning.
  - ii. Public Order Units-- the Stratford Police Service shall provide units shall be to effectively maintain public order during major incidents and events.
  - iii. Police Action at Labour Disputes-- the Stratford Police Service shall shall successfully maintain peace and order shall be in all situations involving labour disputes.
  - iv. The Stratford Police Service shall initially respond to Public Order Maintenance calls for service via the Stratford Police Service Emergency Response Unit, and shall call in the Waterloo Regional Police Public Order Unit for assistance if required.
- (e) Emergency response – the Stratford Police Service shall ensure that the Town of St. Marys is served by an adequate set of emergency response options and capabilities.

- i. General Response to Emergencies -- the Stratford Police Service shall ensure it has an ongoing capacity to respond to emergencies in the Town of St. Marys through patrols and patrol area planning.
  - ii. Perimeter Control and Containment -- the Stratford Police Service shall effectively and safely contain and control the perimeters of volatile situations until steps are in place to resolve them.
  - iii. Tactical Units -- the Stratford Police Service shall have the ability to deploy a safe and effective response to high-risk incidents, with a focus on the preservation of human life and on public and officer safety.
  - iv. Incident Command -- Stratford the Police Service shall have the ability for the timely deployment and establishment of an effective command centre in response to major incidents.
  - v. Crisis Negotiation -- the Stratford Police Service shall have the ability to effectively deploy qualified crisis negotiators when required.
  - vi. Disaster Response -- the Stratford Police Service shall participate in emergency planning for the Town of St. Marys, and shall have the ability to effectively fulfill its roles in such situations.
  - vii. Explosive Disposal Services -- the Stratford Police Service shall effectively and safely respond to all situations involving the threat of explosives.
  - viii. Where appropriate, the Stratford Police Service shall use the Emergency Response Unit for containment and for serving high-risk warrants.
  - ix. Where appropriate, the Stratford Police Service shall provide emergency response services in the Town of St. Marys via the Waterloo Regional Police HRT (Hostage Rescue Team) and EDU (Explosive Disposal Unit) at no cost to the Town of St. Marys.
3. The Stratford Police Service may, when appropriate, provide police services to the Town of St. Marys by means of mutual aid agreements with other police organizations or by means of the Ontario Provincial Police pursuant to its mandate to provide specialized services to municipalities.
  4. The Stratford Police Service shall continuously seek to apply the best business practices of a police organization, and shall provide for the continued development of quality police officers.
  5. The Stratford Police Service shall continuously provide the necessary resources, technologies and management to support the responsible, effective and efficient operations of a public policing organization.

## Staffing Level

6. The Stratford Police Service will provide a complement of 5.0 full-time police constables, exclusively for the purpose of policing within the Town of St. Marys, as follows:

- (a) One (1) Dedicated St. Marys officer, Monday to Fridays alternating 8:00-16:00 and 14:00-22:00

Dedicated St.Marys Officer						
Monday Sunday	Tuesday	Wednesday	Thursday	Friday	Saturday	
08:00-16:00	08:00-16:00	08:00-16:00	14:00-22:00	14:00-22:00	Off	Off

This dedicated officer would be the High School Resource officer and available to attend calls for service, and conduct follow-up investigations. This dedicated officer will be at the Town's disposal as a walk-in contact officer.

- (b) Four (4) officers assigned from the four (4) platoons to service St.Marys as General Patrol officers, 6:00-18:00 and 18:00-6:00 hours, 24 hours inclusive.

Stratford Police Service – Four-week Rotating Shift Schedule (current)							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
I	Days	Off	Off	Nights	Nights	Off	Off
II	Off	Days	Days	Off	Off	Nights	Nights
III	Nights	Off	Off	Days	Days	Off	Off
IV	Off	Nights	Nights	Off	Off	Days	Days

7. The Stratford Police Service shall provide such supervisory, operational and administrative support as may be required based on the policing activities in the Town. The Staff Sergeant in charge of the Stratford Police Service and Patrol Sergeant or Acting Patrol Sergeant are responsible for Officer In Charge duties and front line supervision for the Town of St. Marys. Operational and administrative support will be provided through the Stratford Police Service by the Chief of Police and three Inspectors.
8. The Chief of the Stratford Police Service shall be on call 24 hours per day, 7 days per week, to respond to major incidents if required.
9. The Stratford Police Service may temporarily re-assign a police officer dedicated to the Town to respond to an incident outside the Town of St. Marys if doing so is necessary to protect police officer and/or public safety on an urgent basis, and if there is no other possible re-assignment to address the problem satisfactorily.

## List of Services

10. The Stratford Police Service shall provide the following police service and civilian support to the Town of St. Marys:

- Uniform Patrol
- 9-1-1 Service
- Emergency Response Unit (ERU)
- Community Services Officer
- High School Resource Officer
- Forensic Identification Officer
- Training Officer
- Criminal Investigations Branch
- Domestic Violence Officer (Special Victims Investigations)
- Street Crime Unit (Drug-Intelligence Investigations)
- Scenes of Crime Officers
- Crisis Negotiators
- Drug Recognition Officers (DRE)
- Collision Reconstruction Officers
- Forensic Technology, Internet Child Exploitation Crime Investigator
- Canine
- R.I.D.E.
- Intoxilizer Officers
- Critical Mental Health Incident Officers
- Police Cadets (optional)
- Special Constable (courts)
- Data Entry (reports, e-ticketing)
- Court Clerk (electronic Briefs)
- NICHE coordinator
- Information Technology (contracted)
- Freedom of Information Inquiries
- Records Checks in person and on-line
- Administrative Support (payroll, grants, financial controller)

11. In addition to enforcement of the laws of Canada and Ontario, the Stratford Police Service shall conduct enforcement of the following By-laws of the Town of St. Marys:

### **Traffic and Parking By-law**

- 06-2014 Regulation of Traffic and Parking
- 41-2014 Amendment: Schedule 9 addition of Maxwell Street and James Street S.
- 04-2015 Amendment: Schedule 4-3 Fire Routes
- 38-2015 Amendment: Schedule 4 No Parking
- 41-2015 Amendment: Schedule 9 School Crossing Guards
- 54-2016 Amendment: Schedule 11 School Bus Loading Zones
- 06-1995 Regulating Motorized Snow Vehicles



- 43-1998 Restrict Weight of Vehicles over Water Street Bridge
- 42-1995 Prohibit Use of Vehicles on Grand Trunk Trail
- 08-2008 Snow and Ice Removal (Section 6 regulating the placement of snow and ice on Town property.

**Cemetery By-Law**

- 39-2010 Operation of Cemetery (Section 53 establishing a speed limit of 15 km/h within the cemetery grounds, and Section 54 prohibiting visitors from dusk until dawn)

**Noise By-law**

- 43-2007 Regulate and Control Noise

**Fees for Public Services**

- 59-2008 Fees for certain Police Services
  - Fees for Alarm Services (false alarms)

**Public Nuisances**

- 19-2012 Regulate and prohibit public nuisances

**Hawkers and Pedlars**

- 32-1985 Regulate hawkers and pedlars (does not have short form wording therefore cannot issue fines as per 2014 letter from OPP)

**Quarries**

- 53-1966 Regulate the activity permitted

**Fortification**

- 61-2009 Regulate the Fortification of Land

**Regulate Salvage Yards**

- 61-1967 Regulate the Use of Land for Storing Used Motor Vehicles

In addition to the above, this agreement authorizes the City of Stratford Police to act as agent (pursuant to the Trespass to Property Act R.S.O. 1990, Chapter T.21) for the Town of St. Marys to eject and ban further access to individuals that have participated in inappropriate and or illegal behaviour on property, parks, walking trails and building structures owned by the said municipality.

12. The Stratford Police Service shall work with the St. Marys Community Emergency Management Coordinator to co-ordinate the provision of emergency services and 9-1-1 communications.
13. The Stratford Police Services will participate in the Town of St. Marys Emergency Plan activities, and will ensure the police services roles and responsibilities are fulfilled. This includes, but is not limited to: working with the Town Community Emergency Management coordinator to conduct an annual review of the Town Emergency Plan; participating in training and emergency planning exercises; assignment of a senior officer to the Town Emergency Operations Centre ("EOC") in the event the EOC is activated, and any other

duties as required to ensure the continued compliance of the Town's incident management system.

#### Specific Services

14. The Stratford Police Service shall provide the following services to the Town, as required:

(a) H.E.A.T. (High Enforcement Action Team)

The Stratford Police Service deploys a HEAT vehicle during every shift to target areas of high crime, vandalism etc. The Town of St. Marys will have access to patrols when required by the HEAT unit.

(b) Traffic

The Stratford Police Service deploys a traffic or project unit during every shift to target areas of driving complaints and concerns to educate and enforce appropriate traffic laws. The Town of St. Marys will have access to patrols when required by the traffic unit.

#### Complaints and Special Investigations

15. The Chief shall ensure that public complaints are investigated appropriately in accordance with the requirements of the Act and all other applicable laws and policies.

16. The Chief shall ensure that all members of the Stratford Police Service cooperate fully with all investigations of the Independent Police Review Director.

#### Leadership and Organization

17. The Police Service shall:

- (a) continuously seek to apply the best business practices of a police organization,
- (b) provide for the continued development of quality police officers,
- (c) ensure the timely development and evaluation of performance outcomes and indicators in its business plans on an annual and ongoing basis,
- (d) ensure all of its members achieve and sustain full compliance with all required policies,
- (e) provide for the appropriate succession of the leadership and address member satisfaction with career development opportunities,
- (f) develop and apply a comprehensive Human Resource function to support the needs of the members and the service,
- (g) ensure that all members are supported by clear and adequate supervision in the performance of their duties, and,
- (h) respond effectively to the ever-changing internal and external environments through the cultivation of a continuous learning culture and practices.

## Administration and Infrastructure

18. The Stratford Police Service shall continuously provide the necessary resources, technologies and management to support the responsible, effective and efficient operation of public policing in the Town of St. Marys, including:

(a) Information Technology:

- i. Police Regionalized Information and Data Entry (PRIDE), a common records management system shared five police services in the region;
- ii. Computer-Assisted Dispatch (CAD), an automated system to track incident calls and on-duty officers, which enables mobile access to the Canadian Police Information Cooperative (CPIC) and the PARIS system for vehicle registration in Ontario;
- iii. Stratford Police Service Records Management System (RMS), a system for case management, evidence tracking, personnel and security privileges which permits the entry of persons, charges, full narrative and Crown brief packages, property, fraud documents, accident reports, Provincial Offences Act tickets, criminal files and criminal file history, and which allows for cross-referencing occurrences;
- iv. Electronic production of crown briefs and tickets for both provincial and criminal offences;

(b) Fiscal management – the Stratford Police Service shall employ effective systems to ensure fiscal accountability and business performance;

(c) Business Plan – a business plan for the police service shall be prepared every three years;

(d) Records Management – the Stratford Police Service shall ensure that the RMS is an effective system to manage the proper creation, storage and deletion of all information records;

(e) Fleet Management - the Stratford Police Service shall provide for the effective management of its fleet services sufficient to meet its operating needs;

(f) General Marked Patrol Automobiles -- the Stratford Police Service shall provide a consistency in the recognition and suitability of its marked patrol vehicles;

(g) Radio Communications -- the Stratford Police Service shall provide an effective radio communication system that ensures responsiveness to the public and safety of the police officers;

(h) Property and Evidence Control -- the Stratford Police Service shall apply effective controls and safeguards in the administration and custody of all property and evidence;

- (i) Prisoner Care and Control – the Stratford Police Service shall ensure the proper care and control of prisoners with a view to the safety of the prisoner, the officers, and the public;
- (j) Service Delivery Agreements -- the Stratford Police Service shall have the ability to construct and maintain effective and binding agreements with others;
- (k) Media and Public Relations -- the Stratford Police Service shall ensure the proper and timely exchange of vital information, and sustains a positive communication climate with the general public;
- (l) Court Case Management -- the Stratford Police Service shall support the effective standardization of a court management system;
- (m) Court Security -- the Stratford Police Service shall provide for the safe operation and effective maintenance of security in the courts; and,
- (n) Equipment -- the Stratford Police Service shall provide for the standardization and uniformity of all equipment issued to police officers.

## **SCHEDULE C**

### **DESCRIPTION OF TOWN FACILITIES**

## Schedule C – Description of Town Facilities

During the term of the Agreement, the Town shall make the following available for the use of the Stratford Police Service for the purpose of providing the Contracted Services, at no cost to the City or the Board:

1. Approximately 600 m<sup>2</sup> of suitable office space within the Town of St. Marys, with a secure entrance and access to washroom facilities; and,
2. Such office equipment, including computers and related information technology, as may be required to allow the Stratford Police Service to provide the Contracted Services.

## **SCHEDULE D**

### **MAP OF “BOUNDARY SCHEDULE”**

This map displays the town of St. Marys in Boone County, Ohio. The town's boundary is outlined in red. Major roads include U.S. Route 120A running horizontally across the middle, and U.S. Route 120 running vertically along the right side. A network of local streets is shown, including Main St, Market St, and several residential streets. The map also features a legend for 'Streets' and 'St. Marys Boonville', a north arrow, and a scale bar indicating distances up to 500 feet.

Streets

St. Marys Boundary





**SCHEDULE E**

**2018 COST ESTIMATE**

## Schedule E – 2018 Annual Cost Estimate

### *Personnel Costs*

<b>Description</b>	<b>Amount</b>
F.T. Salaries & Wages (Reconcilable)	\$697,678
F.T. Benefits (Reconcilable)	\$172,695
Part Time Salaries & Wages (Fixed)	\$10,200
P.T. Benefits (Fixed)	\$1,020
Payroll EAP (Fixed)	\$2,000
<b>TOTAL</b>	<b>\$883,593.00</b>

### *Support Costs (Fixed)*

<b>Description</b>	<b>Amount</b>
Clothing	\$2,830
Petty Cash	\$50
Office Supplies And Paper	\$624
Identification Supplies	\$425
Photocopier Expense	\$303
Postage	\$80
Printing	\$1,000
Meals and Meeting Costs - Meeting Costs	\$430
Prisoner Meals – Meals	\$253
Publications & Subscriptions	\$210
Radio System Maintenance	\$1,450
Conferences	\$2,159
Contracted Services	\$5,000
Courier/Freight	\$130
Legal	\$2,500
Maintenance Contracts	\$3,543
Training	\$8,080
Services – Other	\$200.00
Communications Revenue (Record Checks)	(\$4,000)
Equipment Purchases	\$1,150
Materials - Community Services	\$600
Equipment Purchases - Pride Capital	\$10,000
Total Insurance	\$6,488
Total Bell DSL IP Radio	\$10,250
<b>TOTAL</b>	<b>\$53,754.00</b>

### *Special Services Costs (Reconcilable)*

<b>Description</b>	<b>Amount</b>
Cost of Special Services Procured from Other Providers	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

*Operating Costs (Fixed)*

<b>Description</b>	<b>Amount</b>
Uniforms	\$1,750
Vehicle – Fuel	\$9,300
Vehicle Repairs (labour, parts, licences)	\$3,642
Telephone – Basic	\$3,700
Materials - Law Enforcement	\$2,375
Materials – Containment	\$1,400
Materials - CISO Projects / Investigations	\$3,050
General Fund-Police Dept - Specialized Projects	\$525
Transfer To Reserves	\$1,000
Canine Unit	\$850
Transfer To Reserves	\$200
Services – Other	\$12,100
Police Radio Materials	\$825
<b>TOTAL</b>	<b>\$40,717</b>

Total Estimated Annual Cost = Total Personnel, Support, and Operating Costs	\$978,064
3% Assumption of Liability Payment	<u>\$29,341.92</u>
Total	\$1,007,405.90
Monthly Cost	\$83,950.49

\*For 2018 Annual Cost shall be pro-rated based on actual commencement date of services.

*Estimated 2018 Capital Costs (Reconcilable)*

<b>Description</b>	<b>Amount</b>
Communications Infrastructure	\$139,946.26
Vehicle (emergency lighting, radio, safety equipment, decals)	\$165,902.79
C8 Rifle/Taser	\$On Loan
Uniforms and Equipment Officer Psychological Testing Training/Recertification	\$16,000.00
Information Technology, Computers, Printers	\$14,000.00
2 Hand Held Radar Units + Accessories	\$4,000.00
<b>TOTAL Including taxes</b>	<b>\$339,849.05</b>