

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 09-853

**Being a by-law to authorize the execution of an Agreement between the Ontario
Provincial Police and The Corporation of the Municipality of Temagami for Contract
Policing for the year 2009.**

WHEREAS under Section 8 of the Municipal Act, 2001, S.O., 2001 C.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;


AND WHEREAS under section 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute an agreement as per the Contract Policing Renewal Proposal dated May 12, 2009 attached hereto as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect on the 25th day of June, 2009.

READ a First time on this 25th day of June, 2009.

READ a Second and Third time and finally passed on this 25th day of June, 2009.



MAYOR



CAO/Clerk

The term of this Agreement, made in **four (4)** originally executed copies, is from the **1st** day of **January, 2009**, to the **31st day of December, 2013**.

**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:

THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES

("Ontario")

OF THE FIRST PART

AND:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

(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 1708/2003, 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 **09-853**, dated **June 25, 2009** (a copy of which is attached as Schedule "A");
- (e) This Agreement reflects the intent of the parties to provide a level of police services for the Municipality as set out in the **"Contract Policing Proposal," dated May 12, 2009** (attached as Schedule "B");
- (f) This Agreement reflects the intent of the parties that the proportion of the total cost of maintaining the **Temiskaming** Detachment of the Ontario Provincial Police (the "O.P.P.") paid by the Municipality is directly attributable to the cost of providing police services in and for the Municipality;

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

1. (a) The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a) "Annual Budget" means a budgetary estimate of the Municipality's annual police costs, showing the budgetary estimate for each component and the service levels and equipment and all other matters prepared by Ontario, the O.P.P. or the Commissioner and submitted to the Board for review and to the Municipality for review and approval by the Municipality under this Agreement.
- (b) "Annual Financial Statement" means a financial statement which contains a reconciliation of the Municipality's actual annual police costs incurred against the Annual Budget estimate for the year, in accordance with generally accepted accounting principles, subject to this Agreement, prepared by Ontario, the O.P.P. or the Commissioner and submitted to the Board for review and to the Municipality for review and approval by the Municipality under this Agreement.
- (c) "Board" means Temagami Police Services Board.
- (d) "Commissioner" means the Commissioner of the O.P.P.
- (e) "Detachment Commander" means the O.P.P. officer in charge of the Temiskaming Detachment.
- (f) "Full-Time Equivalent" (FTE) means a unit of at least 1467 hours of policing services per annum to be delivered to the Municipality by officers assigned to the Detachment, and does not refer to an officer exclusively dedicated to this Agreement
- (g) "Memorandum of Understanding" means the collective agreement negotiated from time-to-time between the Crown and the Ontario Provincial Police Association, pertaining to compensation, benefits, and working conditions of the civilian and uniformed members of the O.P.P., up to and including the rank of Sergeant-Major.

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 Board, in consultation with the Detachment Commander, and in accordance with the *Police Services Act*, 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 meet the minimum service level requirements set out in Schedule "C" attached to and forming part of this Agreement. The parties shall review the service levels as are found in Schedule "C" annually and shall make the appropriate adjustments to the Annual Budget. No adjustment to the service levels as set out in Schedule "C" shall be made without the consent of the Municipality.

(b) In the event that the Municipality requests an increase in excess of the minimum service level requirement as set out in Schedule "C", it shall be responsible for all costs associated with such increase. In the event that the Municipality decides to revert to the minimum service level, it shall be responsible for all costs associated with such reduction.

(c) In the event that the Municipality decides to reduce the number of employees employed by the Municipality in connection with this agreement, the Municipality shall bear all costs and expenses incurred as a result of any such reduction.

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 Municipality. The Detachment Commander shall ensure that in the event resources are deployed to a situation requiring a provincial level response, appropriate resources remain available to the Municipality to provide adequate and effective policing. The use of contract resources in cases where there is a provincial obligation to respond will be reconciled in the Municipality's Annual Financial Statement.
10. Should circumstances arise in which the Municipality qualifies for a credit pursuant to both paragraph 7 and paragraph 9, the Municipality shall be entitled upon reconciliation to the greater amount of the reduction in the Municipality's Annual Financial Statement resulting from the application of the terms of either paragraph 7 or paragraph 9, but not both.
11. Ontario shall deliver to the Board at mutually agreed upon intervals a statement concerning statistical information as required by the Board regarding police services provided under this Agreement. Ontario shall ensure that appropriate records are kept to support and verify the statement provided.

Equipment and Facilities

12. 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.
13. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, included, but not limited to, location, leasehold improvements, and capital costs.

Adequacy Standards Regulation

14. 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.
15. 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.
16. 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

17. (a) On or before December 1 in each year, Ontario shall prepare and deliver to the Board for review and to the Municipality for review and approval, the Annual Budget for the following year (Schedule "D"), together with sufficient documentation and information reasonably necessary to explain and support the service levels, the adequacy of equipment and facilities, the costing formula applied to Annual Budget, any revisions to that costing formula from the previous budget and all other matters affecting the Annual Budget. Until the Annual Budget for any year is approved by the Municipality, the Annual Budget for that year shall be deemed to be the Annual Budget for the previous year, subject to increases attributed to those items listed in paragraph 23.

(b) The Municipality shall use its best efforts to approve the Annual Budget within 90 days of its receipt. The parties to this agreement shall negotiate in good faith to resolve any differences that may prevent the approval of the Annual Budget by the Municipality.
18. The Municipality shall make monthly installment payments to Ontario on the last day of each month in each year, each one being one twelfth of the Annual Budget for that year subject to adjustment in accordance with the Annual Financial Statement as set out below. If any installment is made in respect of a calendar year before the approval of the Annual Budget for that year, an adjustment shall be made at the time of the payment of the installment next following approval of the Annual Budget for that year so as to bring all installments in conformity with the Annual Budget.
19. On or before March 31 in each year following a year to which this Agreement applies, Ontario shall deliver to the Municipality for its approval an Annual Financial Statement for the preceding calendar year, and which Annual Financial Statement shall include a reconciliation of actual costs to billed costs for the immediately preceding year. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Financial Statement, and all such records shall be kept for a period of six 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 Financial Statement.
20. (a) The Municipality shall review the Annual Financial Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Financial Statement, or deliver to Ontario a request to review the Annual Financial Statement.

(b) In the event that the Municipality fails to approve or request a review of the Annual Financial Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Financial Statement.

(c) In the event that the Municipality requests a review of the Annual Financial Statement as provided in this paragraph, the Annual Financial Statement shall be approved or amended and approved in accordance with paragraph 21 below.

- F 21. Where the Municipality has delivered to Ontario a request to review the Annual Financial 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 Financial Statement, either party may submit the matter to the dispute resolution mechanisms contained in paragraphs 25 and 26.
22. Upon the approval or deemed approval of the Annual Financial Statement, as provided in this Agreement, an adjustment shall be made in the amounts paid by the Municipality by installment so that the total amount paid in respect of the year to which the Annual Financial Statement relates is equal to the amount as shown on the approved Annual Financial Statement. Any amounts payable by one party to the other as a result of such adjustment shall be paid by means of a credit for the appropriate party to be included in the billing for the month immediately following the approval or deemed approval of the Annual Financial Statement. Any amounts which have become due and owing by one party or the other according to the adjustment shall bear interest at the rate set by the Minister of Finance of Ontario, from time to time for the purpose of repayment of taxes, from 30 days following the date of invoice by one party to the other.
23. Despite anything in this Agreement, the total amount of money paid by the Municipality for police services in respect of any calendar year shall not exceed the Annual Budget for that year, whether approved or not, and the Annual Financial Statement shall be amended to reduce or eliminate any such excess shown therein, with the exception of costs and expenses incurred as a result of the following:
- (a) an emergency where the emergency area includes the whole or any part of the Municipality and an emergency has been declared under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E. 9, as amended, and all contributions to defray any costs incurred in that connection from any provincial or federal government sources which may be reasonably expected have been accounted for,
 - (b) increases with respect to wages, benefits or other employment matters,
 - (c) property and plant, equipment and fuel,
 - (d) compliance with any laws, by-laws, regulations or provincial standards which become applicable to this Agreement or the provision of police services following the approval of the Annual Budget for that year, and
 - (e) any other matters which require the provision of municipal police services in the Municipality and which were beyond the control of Ontario or the O.P.P., and which were unforeseeable at the time of the approval of the Annual Budget.
24. (a) The Board may determine user fee charges in accordance with *Ontario Regulation 244/02 of the Municipal Act*, R.S.O. 2003, Chapter 8 and amendments thereto, and any such fees shall be collected by the O.P.P. and transferred to the Municipality and shall not be required to be apportioned with the O.P.P.

- (b) The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Temiskaming 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

25. (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 the dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.
26. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 25, 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 Municipality of Temagami.
 - 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 arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraph 25 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 25 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

27. The Detachment Commander shall be selected from the short-listed pool of candidates by a joint committee consisting of a majority of Board Members, and persons nominated by the Commissioner. The short-listed pool of candidates shall be determined by the O.P.P. using its Provincial Policies relative to promotions.

Notice

28. 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) 326-5085.
- ii) to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager Contract Policing Section, FAX number (705) 330-4191.
- iii) to the Municipality addressed to: The Municipality of Temagami, P.O. Box 220, Welcome Centre, Lakeshore Drive, Temagami, Ontario, POH 2H0 FAX number (705) 569-2834.
- iv) to the Board addressed to: The Temagami Police Services Board, P.O. Box 220, Temagami, Ontario, POH 2H0, FAX number (705) 569-2834

Commencement and Termination of Agreement

- 29. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January, 2009, and shall conclude on the 31st day of December, 2013.
- 30. 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.
- 31. 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

- 32. 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.

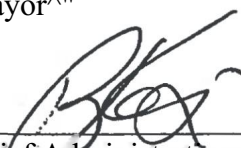
Fpf WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the "signature of its duly authorized signing officers and the Minister of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

The Minister of Community Safety and Correctional Services

FOR THE MUNICIPALITY


Mayor^"


Chief Administrative Officer/Clerk

Date signed by the Municipality: August 12/2009



The Municipality of Temagami

Contract Policing Renewal Proposal

***Prepared by:
Ontario Provincial Police
Contract Policing Section***

May 12, 2009

Table of Contents



Executive Summary..... 3

Level of Service..... 6

Costing Summary..... 7

OPP Cost Schedule for 2009..... 8

OPP Contacts.....9

Executive Summary

The Ontario Provincial Police (OPP) has 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal policing services under contract for over 60 years and currently maintains contracts with over 130 communities across Ontario.

The Municipality of Temagami has requested a renewal of the current contract with the Ministry for OPP policing which expired December 31, 2008. As a result of this request a renewal proposal for policing has been prepared. The renewal proposal addresses the level of policing services required to provide adequate and effective policing as set out in *Regulation 3/99 of the Police Services Act, Adequacy and Effectiveness of Police Services*. To assist in determining an adequate and effective level of service, an analysis of the workload generated within the municipality during the past (4) four years has been completed. This analysis allows the OPP to compare local occurrences and incidents with provincial averages to accurately determine the number of officers required.

This renewal proposal reflects the integrated policing concept, incorporating a policing service contract for the Municipality of Temagami with OPP highway patrol services and provincial responsibilities under one administration. The Temiskaming OPP Detachment will remain as the Administration/Operations Centre. The resources identified will continue to be deployed to the Municipality from this facility (in addition to a municipal/satellite office located in the Municipality of Temagami), to ensure the policing needs of the municipality are met. Administrative and support resources are shared and costed accordingly.

The Temiskaming Detachment Commander would be responsible to oversee all aspects of service delivery. The Detachment Commander and Sergeant-Shift Supervisors will provide assistance and supervision to the identified complement in this renewal proposal.

It is recommended that any existing Community Policing Offices (CPOs) located within the municipality be maintained. CPOs facilitate the delivery of policing services, provide locations for the police and public to interact and maintain a visible police presence within the municipality. The OPP encourages the establishment of CPOs where appropriate. Where such offices exist they are usually equipped with a telephone and OPP network/NICHE capabilities. Any decision to establish CPOs in the Municipality of Temagami rests entirely with Municipal Council as do all associated costs.

The renewal proposal costs include a comprehensive range of services that are made available to the Municipality of Temagami. For example, expenses relating to contract negotiations, arbitration, grievances, civil litigation, tendering/purchasing, information technology, fleet and telecommunications are included in the overall Ministry approved costing formula. These services often require considerable internal and external expertise and the high costs normally associated to such services are defrayed through the contract for OPP service. * Note - The most recently approved costing formula shall apply in the calendar year following its approval.

OPP salary costs are comprised of two components: base salary and a seniority bonus. The base salary costs outlined in this proposal are calculated using the top pay level of each rank, but the seniority incentive is incorporated using the average cost for all seniority levels. These costs are reconciled annually to reflect actual costs for those officers providing service to the Municipality at their current salary level. Overtime is estimated at the provincial average of 8.8%, and will also be reconciled to actual usage at year-end.

In consultation with the Police Services Board it is the intent that all existing community service programs and community policing committees be maintained. Any new community service program considered may be implemented after consultation with the Municipality of Temagami Police Services Board and the Temiskaming Detachment Commander.

When a municipality receives OPP policing under contract the OPP will ensure that the required resource levels are met. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The Municipality of Temagami will continue to benefit as additional staff are readily available from within the Temiskaming OPP Detachment as well as neighbouring detachments and regions, should the need arise.

This proposal includes enforcement of bylaws as agreed upon by the Police Services Board and the OPP, at no additional cost. However, it is not the intention of the OPP to become the lead agency in relation to bylaw enforcement, but rather to supplement existing or future bylaw officer's enforcement activities. The enforcement of municipal bylaws is restricted to police related bylaws.

The Municipality of Temagami will be required to maintain their Police Services Board, as mandated by Section 10 of the *Police Services Act*. The Police Services Board will have control over the priorities and objectives of the policing service within the community after consultation with the Detachment Commander. ***The Commissioner is committed to ensuring that detachment commanders respond 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 Temiskaming 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 a great emphasis placed on OPP accountability to Police Services Boards.

Future growth and/or increased workload in the Municipality of Temagami may necessitate an increase to the proposed complement during the five-year term of the contract. Any such increase would be negotiated between the Township and the OPP prior to any changes to the contract.

Advantages to the Municipality of Temagami:

- 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 neighbouring detachments, regional headquarters and general headquarters;
- Seamless access to a comprehensive infrastructure and specialized services (refer to Municipal Policing Framework for description of support and services available); and
- Generally determine the policing priorities and objectives through the Municipality of Temagami Police Services Board.

The OPP is required to provide provincial level 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 and as-needed basis. These requirements are met by deploying small numbers of officers from multiple locations and assignments. In doing so, the OPP ensures that appropriate levels of service remain in place. Municipalities are compensated for contract resources mobilized in those cases where there is a provincial obligation to respond.

If the Municipality of Temagami chooses to accept this proposal* and renew the OPP policing services contract, the Temiskaming OPP Detachment will focus on meeting the Municipality's unique policing needs.

Please Note:

The following **are not** included in this proposal:

- The cost of maintaining the Police Services Board
- The costs associated to establishing and maintaining CPOs
- Any applicable revenues accruing to the municipality as a result of police activity

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

A complete description of services provided by the OPP and civilian governance issues is included in the accompanying document entitled "OPP Municipal Policing Framework - Supplement to OPP Proposal." The services described are included in the overall OPP costing formula.

RENEWAL PROPOSAL LEVEL OF SERVICE 2009

This renewal proposal is based on the request from the Council of the Municipality of Temagami to reduce costs through the reduction of constable FTE's as stated at the Council meeting on March 13, 2009.

POSITION	CURRENT CONTRACT RESOURCES (EXPIRY: DECEMBER 31, 2008) FTE*	RENEWAL CONTRACT RESOURCES FTE*
INSPECTOR	0.00	0.03
STAFF SERGEANT-PROGRAM MANAGER	0.08	0.03
SERGEANT	0.40	0.40
CONSTABLES	3.00	2.00
TOTAL UNIFORM	3.48	2.46
CLERICAL SUPPORT (OAG8)	0.24	0.24
CARETAKER	0.28	0.28
TOTAL CIVILIAN	0.52	0.52

* Note - "Full-Time Equivalent" (FTE) means a unit of at least 1467 hours of policing services per annum to be delivered to the Municipality by officers assigned to the Detachment, and does not refer to an officer exclusively dedicated to this Agreement

The estimated policing cost for 2009 associated to this proposal based on the Uniform and Civilian **2009 Salary schedules** is **\$361, 348**. This **does not** include any related initial costs.

Salary, overtime and contractual payouts are reconciled at year-end to reflect the actual cost. A breakdown of the costs has been included, as well as the salary and cost schedule for the year 2009.

O.P.P. COSTING SUMMARY
Estimated Policing Costs for the period
January 01, 2009 to December 31, 2009

MUNICIPALITY OF TEMAGAMI

Salaries and Benefits

Uniform Members	Positions	\$	
Inspector.....	0.03	3,530	
Staff Sergeant-Detachment Commander.	-	-	
Staff Sergeant.....	0.03	3,106	
Sergeant.....	0.40	36,753	
Constables.....	2.00	<u>163,564</u>	
Total Uniform Salaries			206,953
Overtime (Provincial Average).....			17,901
Contractual Payout (Vacation & Statutory Holidays).....			6,180
Shift Premium.....			1,099
Benefits (22.3% of Salaries; 2% of Overtime).....			<u>46,509</u>
<i>Total Uniform Salaries & Benefits</i>			278,642
Civilian Members	Positions	\$	
OAG 8	0.24	12,388	
OAG 6.....	-	-	
Caretaker 2.....	-	-	
Caretaker 1	0.28	12,237	
Communication Operators.....		11,769	
Prisoner Guards.....	<u>2,950</u>		
Total Civilian Salaries			39,343
Benefits (25.1% of Salaries; 17.46% Part-Time).....			<u>6,181</u>
<i>Total Civilian Salaries & Benefits</i>			45,524
OSS Pay and Benefit Charge.....			<u>-</u>

Total Salaries & Benefits	324,166
--------------------------------------	----------------

Other Direct Operating Expenses

Communication Centre.....	541	
Operational Support.....	3,565	
RHQ Municipal Support.....	4,076	
Vehicle Usage.....	23,879	
Telephone.....	3,316	
Office Supplies & Equipment.....	1,082	
Accommodation.....	1,124	
Uniform & Equipment.....	2,957	
Cleaning Contract.....	-	
Mobile Radio Equipment Maintenance.....	1,801	
Office Automation - Uniform.....	6,157	
Office Automation - Civilian.....	<u>324</u>	
<i>Total Other Direct Operating Expenses</i>		48,823
OSS Financial Services Fee		<u>561</u>
2009 Total Estimated Gross Policing Cost.....		373,551
Provincial Services Usage.....		<u>(12,203)</u>

TOTAL ESTIMATED POLICING COST	\$ 361,348
--------------------------------------	-------------------

OPP Cost Schedule for Municipal Policing for the Year 2009 (Based on 2008 costing formula*)

The following categories are taken into consideration when preparing the costing proposal:

<u>Item</u>	<u>2009 Estimates</u>
Uniformed Staff Salaries** (Based on 2009 salary rates)	Inspector- \$117,664 Staff Sergeant - \$ 111,298 (Detachment Commander) Staff Sergeant - \$ 103,540 (Program Manager) Sergeant- \$91,883 Constable- \$81,782 Part-time - \$ 62,165
Civilian Salaries (Based on 2009 salary rates)	OAG8- \$51,615 OAG 6 - \$ 44,927 Caretaker 2- \$45,126 Caretaker 1 - \$ 43,705
Benefits	25.1 % civilian staff 22.3 % uniformed staff 17.46 % for part-time uniform staff 2% overtime payments
Overtime Hours**	8.8% of uniformed staff salaries
Shift Premium	\$458 per uniformed member
Contractual Payouts (Vacation & Stats)**	\$2,512 per uniformed member
OSS Payroll and Benefit	\$394 per new FTE
Communications Support	\$4,784 per uniformed member (Inclusive of Benefits)
Prisoner Guards/Expenses	\$ 1,199 per uniformed member (Inclusive of Benefits)
Communication Centre	\$220 per uniformed member
Operational Support	\$ 1,449 per uniformed member (Training, Recruiting, Contract Policing)
Vehicle Usage	\$9,707 per uniformed member
Telephone	\$ 1,348 per uniformed member
Office & Janitorial Supplies	\$440 per uniformed member
Accommodation	\$457 per uniformed member
Uniforms & Equipment	\$ 1,202 per uniformed member
Cleaning Contract	\$ 183 per uniformed member
Mobile Radio Maintenance	\$732 per uniformed member
Office Automation	\$2,503 per uniformed member \$ 1,351 per civilian member
RHQ Municipal Support	\$1,657 per uniformed member
OSS Financial Services Fee	1.15% of total ODOE

** The 2008 costing formula has been used to project ongoing costs for 2009 and throughout the term of this Agreement.*

** Note: upon approval of an updated costing formula, the new costing formula shall be applied in the following calendar year and costs shall be adjusted accordingly.*

*** Municipalities are billed for actual costs at year-end.*

O.P.P. Contacts

Please forward any questions or concerns to Inspector Alex Ivanov, Commander, Temiskaming Detachment or Sergeant Carlo Berardi, OPP North East Region Headquarters.

Inspector Alex Ivanov	(705) 647-8400
Sergeant Carlo Berardi	(705) 475-2668

Detailed descriptions of all OPP support and specialized services that are available have been included under separate cover in the document entitled “OPP Municipal Policing Framework”.