

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 17-1373

**Being a by-law to authorize an Agreement with the Ontario Provincial Police for Provision
of Police Services to the Municipality of Temagami for the years 2018 to 2020.**

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.

AND WHEREAS the Corporation of the Municipality of Temagami the existing agreement with the Ontario Provincial Police (OPP) to provide Police Services for the Municipality authorized by By-law 15-1228 passed on the 15th day of January, 2015 will expire on the 31st day of December 2017;

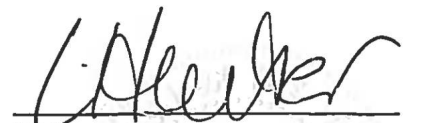
AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it desirable to enter into a new agreement for Contract Policing with the OPP to provide Police Services for the Municipality from the 1st day of January 2018 to the 31st day of December 2020;

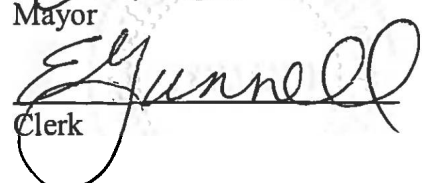
NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Agreement, for the provision of Police Services under section 10 of the Police Services Act, attached hereto as Schedule "A" and forming part of this by-law.
2. That this by-law shall come into force and take effect on the final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST TIME on this 26th day of October, 2017.

READ a Second and Third time and finally passed on this 26th day of October, 2017.



Mayor


Clerk

The term of this Agreement, made in 2 originally executed copies, is from the 01 day of January 2018, to the 31st day of December 2020.

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

BETWEEN:

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

("Ontario")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE 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 497/2004, the powers assigned to the Solicitor General in law, including those set out in the *Police Services Act*, have been transferred to the Minister of Community Safety and Correctional Services; therefore, all references to the Minister of Community Safety and Correctional Services shall be deemed to include the powers previously exercised by the Solicitor General;
- (d) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number 17-1373, dated October 26, 2017 (attached as Schedule "A");
- (e) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated October 12, 2017 (attached as Schedule "B");

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

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a)** "Annual Billing Statement" means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
 - (i) the Municipality's policing costs for the year following the year in which the statement is prepared, based on an estimate of salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable); and
 - (ii) a year-end adjustment reconciling salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable) costs to those billed for the preceding year.
- (b)** "Board" means Municipality of Temagami Police Services Board.
- (c)** "Commissioner" means the Commissioner of the O.P.P.
- (d)** "Detachment Commander" means the O.P.P. officer in charge of Temiskaming Detachment.

General Provisions

- 3.** Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
- 4.** The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
- 5.** The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.
- 6.**
 - (a)** For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, 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.
7. 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.

Service Levels

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

Liability of Ontario

9. 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

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

Equipment and Facilities

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

Adequacy Standards Regulation

13. 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.
14. 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.
15. 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

16.
 - (a) On or before October 01st in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.
 - (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
17.
 - (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
 - (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 18.
18. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
19. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.

20. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
21. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

Dispute Resolution Mechanisms

22.
 - (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
 - (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising, and use all best good faith efforts to resolve the dispute.
 - (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.
23.
 - (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
 - (i) The language of the arbitration shall be English.

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

Detachment Commander Selection

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

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as 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 or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:
- (a) by mail to Ontario addressed to: The Minister of Community Safety and Correctional Services, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067.
 - (b) by mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, by fax to (705) 330-4191, or by email to opp.municipalpolicing@opp.ca
 - (c) by mail to the Municipality addressed to: The Mayor, Municipality of Temagami, PO Box 220, Temagami, Ontario, POH 2H0, or by fax to (705) 569-2834
 - (d) by mail to the Board addressed to: The Municipality of Temagami Police Services Board, PO Box 220, Temagami, Ontario, POH 2H0, or by fax to (705) 569-2834

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01 day of January 2018, and shall conclude on the 31st day of December 2020.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

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

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


FOR ONTARIO



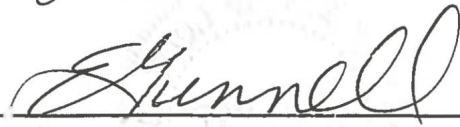
The Deputy Minister of Community
Safety and Correctional Services

FOR THE MUNICIPALITY

Municipality of Temagami

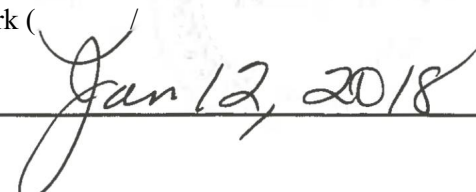


Mayor



Clerk (

Date signed by the Municipality



Jan 12, 2018

SCHEDULE“A”

BY-LAW OF THE MUNICIPAL COUNCIL

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 17-1373

**Being a by-law to authorize an Agreement with the Ontario Provincial Police for Provision
of Police Services to the Municipality of Temagami for the years 2018 to 2020.**

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AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it desirable to enter into a new agreement for Contract Policing with the OPP to provide Police Services for the Municipality from the 1st day of January 2018 to the 31st day of December 2020;

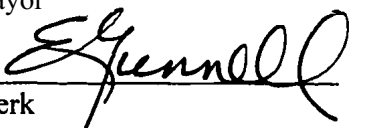
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3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST TIME on this 26th day of October, 2017.

READ a Second and Third time and finally passed on this 26th day of October, 2017.



Mayor


Clerk

SCHEDULE “B”

PROPOSAL FOR POLICE SERVICES



The Municipality of Temagami

Contract Policing Proposal

Prepared by: Sergeant Kelly Withrow
Ontario Provincial Police
Municipal Policing Bureau

Date: October 12, 2017

Table of Contents

Executive Summary	3
2018 Annual Billing Statement	5
OPP Contacts	6

Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 70 years and currently maintains contracts with over 140 communities across Ontario.

The Municipality of Temagami requested a contract proposal for OPP municipal policing. This proposal is based on the OPP Billing Model, with the Municipality paying an amount equal to the sum of its allocated portion of the OPP's total municipal policing Base and Calls for Service costs, as well as the costs for Overtime, Prisoner Transportation, Court Security, and Accommodation/Cleaning Services as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in Regulation 3/99, Adequacy and Effectiveness of Police Services under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the 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 will be deployed to the municipality from this facility.

The Temiskaming OPP Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as applicable will provide assistance and supervision to members of the Temiskaming Detachment.

It is the intent to maintain all existing community service programs and community policing committees, in consultation with the Police Services Board.

Any new community service program considered may be implemented after consultation with the Municipality of Temagami Council, the Municipality's Police Services Board and the Temiskaming OPP Detachment Commander.

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

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

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the 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 great emphasis placed on OPP accountability to Police Services Boards.

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

If the Municipality of Temagami chooses to accept an OPP contract for its policing service, the Temiskaming OPP Detachment Commander will assign resources, focusing on meeting the Municipality's unique policing needs.

Value for 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;
- Work with the Detachment Commander in determining the local policing priorities and objectives through the Municipality's Police Services Board; and
- Access to a comprehensive infrastructure and specialized services

The estimated policing cost for 2018 associated to this proposal as presented in the Annual Billing Statement is **\$421,428**. This amount is reflective of the most current cost estimates under the OPP Billing Model, exclusive of the year-end adjustments.

The year-end adjustments for the years 2015 and 2016 totalling **\$-1,424** are listed separately from the 2018 estimated cost, but form part of the Grand Total Billing as shown near the bottom of the Annual Billing Statement.

Not included in this proposal are:

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

OPP 2018 Annual Billing Statement

Temagami M

Estimated cost for the period January 1 to December 31, 2018

Please refer to www.opp.ca for 2018 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Services	<u>Property Counts</u>			
	Household	1,452		
	Commercial and Industrial	<u>75</u>		
	Total Properties	<u>1,527</u>	191.35	292,191
Calls for Service				
	Total all municipalities	\$150,757,055		
	Municipal portion	0.0707%	69.76	106,528
Overtime			7.91	12,080
Contract Enhancements (pre-2015)			-	-
Court Security			-	-
Prisoner Transportation	(per property cost)		2.19	3,344
Accommodation/Cleaning Services	(per property cost)		4.77	7,284
Total 2018 Estimated Cost			275.98	421,428

Year Over Year Variance (estimate for the year is not subject to phase-in adjustment)

2017 Estimated Cost per Property		277.32	
2018 Estimated Cost per Property (see above)		<u>275.98</u>	
Cost per Property Variance	(Decrease)	<u>1.33</u>	
2015 Year-End Adjustment			245
2016 Year-End Adjustment			(1,669)
Grand Total Billing for 2018			420,003

O.P.P. Contacts

Please forward any questions or concerns to Inspector Brent Cecchini, Detachment Commander, Temiskaming Detachment, or Sergeant Kelly Withrow, Contract Analyst, Municipal Policing Bureau, OPP General Headquarters.

Inspector Brent Cecchini (705) 647-8400

Sergeant Kelly Withrow (705) 329-6252