

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 07-155

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES AND THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE PETERBOROUGH LAKEFIELD POLICE SERVICES BOARD, APPROVING THE PARTICIPATION OF ALL PARTIES IN THE COMMUNITY POLICE PARTNERSHIPS PROGRAM FOR NINE (9) OFFICERS FOR THE PERIOD APRIL 1, 2007 TO MARCH 31, 2009.

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to sign a by-law authorizing the extension of agreement, as set out in Appendix A to this y-law, between her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services and the Corporation of the City of Peterborough and the Peterborough Lakefield Police Services Board, approving the participation of all parties in the Community Police Partnerships Program for nine (9) officers for the period April 1, 2007 to March 31, 2009.

By-law read a first, second and third time this 13th day of November, 2007

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made as of the 2nd day of June, 2003.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Ministry of Public Safety and
Security

(the “**Ministry**”)

- and -

The City of Peterborough

(the “**Municipality**”)

- and -

Peterborough Lakefield Police Services Board

(the “**Board**”)

WHEREAS the Ministry has established the **Community Policing Partnerships (CPP) Program (the “Program”)** as part of the government’s commitment to make Ontario communities safer by enhancing police visibility and the **CPP Criminal Intelligence Initiative (the “Initiative”)** to enhance the criminal intelligence capacity of small and mid-sized municipal and First Nations police services across Ontario with complement levels of 250 or fewer sworn officers.

AND WHEREAS The Adequacy and Effectiveness of Police Services (Adequacy Standards) Regulation, under the *Police Services Act*, requires every police service in Ontario to have in place policies and procedures on criminal intelligence;

AND WHEREAS the Municipality and the Board have applied to the Ministry for funding under the CPP Program **to increase front-line operational policing presence** and the CPP Criminal Intelligence Initiative to **replace front line officer(s) redeployed to criminal intelligence operations;**

AND WHEREAS it is the desire of the Ministry to fund the Board by granting funds to the Municipality for the purpose of **increasing the number of sworn officers to enhance police visibility and for increasing the criminal intelligence capacity of the Peterborough-Lakefield Community Police Service;**

NOW THEREFORE, in consideration of the mutual covenants and Agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.1 In this Agreement the following words shall have the following meanings:

- (a) **“Agreement”** means this Agreement entered into between the Ministry and the Municipality and the Board and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) **“CPP Activities”** means the front-line policing activities described in Schedules “B (i)” and “B (ii)”.
- (c) **“Fiscal Year”** means from April 1st in the year the Grant Funds were provided and until the following March 31st;
- (d) **“Grant Fund(s)(ing)”** means the grant funds provided to the Recipient by the Ministry pursuant to this Agreement;
- (e) **“Program”** means the Community Policing Partnerships (CPP) Program;
- (f) **“Initiative”** means the Community Policing Partnerships (CPP) Program Criminal Intelligence Initiative.

2.0 Term of the Agreement

2.1 The Agreement shall commence on **April 1, 2003** and shall expire on **March 31, 2005** unless terminated earlier pursuant to either section 14.1 or 15.1 of this Agreement.

3.0 Grant Funding

- 3.1 The Ministry shall provide up to a **maximum of \$30,000.00 per officer** to the Municipality to provide to the Board so that the Board can **employ front-line officers in full-time CPP Activities and replace the officer(s) redeployed to full-time criminal intelligence gathering and activities.**
- 3.2 The Ministry shall disburse the Grant Funds according to the schedule provided in Schedule “A”.
- 3.3 Despite sections 3.1 and 3.2 the Ministry, in its sole discretion, may adjust the amount of Grant Funding to be provided to the Municipality for the Board in any fiscal year during which the Agreement is in effect based upon the Ministry’s assessment of the current year’s final audited statement provided to the Ministry pursuant to section 6.1 of this Agreement.
- 3.4 Despite sections 3.1 and 3.2 the Ministry shall not provide any Grant Funds to the Municipality for the Board until the insurance requirements described in section 9.1 have been met and the Municipal Council has provided a municipal by-law or resolution authorizing the Municipal Council to enter into this Agreement with the Ministry.

4.0 Municipality and Board Warrant

4.1 Representations, warranties, covenants and limitations of liability in this Agreement shall continue in full force and effect after the termination or expiry of this Agreement.

5.0 Further Grants

5.1 It is agreed and understood that the provision of the Grant in no way commits the Ministry to provide other or additional grants to the Municipality or the Board now or in the future.

6.0 Accounting and Review

6.1 The Municipality and Board:

- a) shall conduct itself in accordance with all Applicable Laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Ministry Funding in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the Grant Funding, including any records it receives about the people it serves, in a confidential manner consistent with all Applicable Law; and
- d) hereby authorize the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the business premises of the Municipality and the Board to review the status and manner of operation of the Program and to inspect and copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Municipality or the Board which relate to the Grant Funds.

6.2 The Ministry's right of inspection in this Agreement includes the right to perform a full or partial audit.

6.3 To assist the Ministry in the task described in this section, the Municipality and the Board shall provide any other information to the Ministry reasonably requested by the Ministry.

6.4 The purposes for which the Ministry may exercise its right under this section include:

- (a) determining for what items and purposes the Municipality and the Board expended the Grant Funds;
- (b) determining whether, and to what extent, the Municipality and the Board expended the Grant Funds with due regard to economy and efficiency; and
- (c) determining whether the Municipality and the Board completed the Program effectively.

7.0 Limitation of Liability

7.1 The Ministry, its officers, employees and agents shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss or use or profit of the Municipality or the Board arising out of or in any way related to the Program, Initiative or this Agreement.

8.0 Indemnity

8.1 The Municipality and the Board shall indemnify the Ministry, its officers, employees and agents from and against all costs incurred as a result of a claim or proceeding related to the Program, unless it was caused by the negligence or wilful act of an employee of the Ministry.

9.0 Insurance

9.1 The Municipality and the Board shall put in effect and maintain for the period during which the Agreement is in effect, at its own expense, with insurers acceptable to the Ministry, all the necessary insurance that would be considered appropriate for a prudent Grant Recipient of this type, including:

1. Comprehensive General Liability Insurance, to an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
 - (a) Her Majesty the Queen in right of Ontario as represented by the Minister as an additional insured;
 - (b) Contractual Liability;
 - (c) Products and Completed Operations Liability;
 - (d) Employers Liability and Voluntary Compensation; or WSIB coverage, as applicable.
 - (e) Non-Owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles; and
 - (f) A thirty (30) day written notice of cancellation.

9.2 The Municipality and Board shall provide the Ministry with a valid Certificate of Insurance (and any replacements thereof) that confirms the above requirements. The Municipality and the Board shall provide the Ministry with a copy of the policy and any renewal replacement certificates as may be necessary.

10.0 Credit

10.1 The Municipality and the Board shall acknowledge the support of the Ministry in all reports and materials and in all advertising and publicity relating to the Program, in a format approved by the Ministry.

10.2 The Municipality and the Board shall ensure the acknowledgement in any report or materials indicates that the views expressed in the report or materials are the views of the Municipality and the Board and do not necessarily reflect those of the Ministry.

11.0 Reports

11.1 The Municipality and the Board shall prepare and deliver in a form satisfactory to the Ministry reports described in Schedule A.

11.2 The Municipality and the Board shall each ensure that an authorized person signs all reports on behalf of the Municipality or the Board, as applicable.

12.0 Inspection

12.1 The Ministry reserves the right to inspect any aspect of the CPP Activities and criminal intelligence activities being carried out under the Program at any time.

13.0 Assignment

13.1 Neither the Municipality nor the Board shall assign this Agreement or the Grant Funds, or any part thereof, without the prior written approval of the Ministry, which approval may be withheld by the Ministry in its sole discretion or given subject to such terms and conditions as the Ministry may impose.

14.0 Termination by Ministry for Convenience

14.1 The Ministry may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days notice to the Municipality and the Board.

14.2 Where notice to terminate is given under this section, the Ministry may, in its sole discretion, assess the state of the Program and allow the Municipality and the Board to wind down the CPP Activities by the end of the notice period.

15.0 Termination by the Ministry

15.1 The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement immediately upon giving notice to the Municipality and the Board if:

(a) in the opinion of the Ministry:

- i) the Municipality or the Board has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
- ii) the Municipality or the Board breaches any term or condition of this Agreement;
- iii) the Municipality or the Board is unable to carry out CPP Activities or is likely to discontinue it;
- iv) the Municipality or the Board makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- v) it is not reasonable for any reason for the Municipality or the Board to participate in the Program;

or if

(b) the Municipality or the Board ceases to operate.

15.2 If the Ministry, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Municipality or the Board the opportunity to remedy the breach, the Ministry may give the Municipality or the Board, as circumstances dictate, an opportunity to remedy the breach by giving the Municipality and the Board written notice

(a) of the particulars of the breach;

(b) of the period of time within which the Municipality or the Board, as circumstances dictate, is required to remedy the breach;

(c) that the Ministry shall terminate this Agreement:

- i) at the end of the notice period provided for in the notice if the Municipality or the Board fail to remedy the breach within the time specified in the notice, or

- ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Municipality or the Board cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or the Municipality or the Board are not proceeding to remedy the breach in a way that is satisfactory to the Ministry.

15.3 If the Ministry has provided the Municipality and the Board with an opportunity to remedy the breach, and

- (a) the Municipality or the Board does not remedy the breach within the time period specified in the notice; or
- (b) it becomes apparent to the Ministry that the Municipality or the Board cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- (c) the Municipality or the Board is not proceeding to remedy the breach in a way that is satisfactory to the Ministry;

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Municipality and the Board.

15.4 In the event of termination pursuant to this section the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

16.0 Grant Funding Upon Termination

16.1 If this Agreement is terminated by the Ministry pursuant to section 14.1, the Ministry shall:

- (a) cancel all further Grant Funding instalments;
- (b) demand the repayment of any Grant Funds remaining in the possession or under the control of the Municipality and the Board that are not required by the Municipality and the Board to pay the costs of winding down the CPP Activities as determined by the Ministry pursuant to section 14.2.

16.2 If this Agreement is terminated by the Ministry pursuant to section 15.1, the Ministry shall:

- (a) cancel all further Grant Funding instalments;
- (b) demand the repayment of any Grant Funds remaining in the possession or under the control of the Municipality and the Board.

16.3 If this Agreement is terminated by the Ministry because the Municipality and the Board use the Grant Funds for purposes not agreed upon by the Ministry, the Ministry may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Municipality and the Board the payment of funds equal to those improperly used by the Municipality or the Board.

16.4 If the Ministry demands the repayment of any part of the Grant Funds pursuant to this Agreement the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Municipality and the Board shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

- 16.5 The Ministry reserves the right to demand interest on any amount owing by the Municipality or the Board at the then current rate charged by the Province of Ontario on accounts receivable.
- 16.6 The Municipality and the Board shall repay the amount demanded by cheque payable to the “Minister of Finance” and mailed to the Ministry to the attention of the Ministry Representative as provided for in section 19.

17.0 Grant Funding at end of Fiscal Year or on Expiry of Agreement

- 17.1 Any part of the Grant Funds that have not been used or accounted for by the Municipality or the Board by the end of any fiscal year during the term of this Agreement shall belong to the Ministry. The Municipality and the Board shall use the Grant Funds only for the purposes agreed upon by the Ministry or shall return them to the Ministry immediately on the request of the Ministry.
- 17.2 Any part of the Grant Funds that have not been used or accounted for by the Municipality or the Board at the time the Agreement is terminated shall belong to the Ministry. The Municipality and the Board shall use the Grant Funds only for the purposes agreed upon by the Ministry or shall return them to the Ministry immediately on the request of the Ministry.
- 17.3 At the end of any fiscal year or upon the expiry of the Agreement, the Municipality and the Board shall, upon the demand of the Ministry, repay to the Ministry an amount equal to any part of the Grant Funds used by the Municipality and the Board for purposes not agreed upon by the Ministry. This amount shall be a debt due and owing to the Ministry and the Ministry’s right to demand payment of this money is in addition to the rights conferred upon it under this Agreement or in law or in equity.

18.0 Counterparts

- 18.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.0 Notices

19.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepared with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party shall later designate to the other in writing. All notices shall be addressed as follows:

To the Ministry:

Ministry of **Public Safety and Security**
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

Attention: Samina Sami, Manager, Program
Development Section, Police Support
Services Branch, Policing Services Division

Fax: (416) 314-3092
Telephone: (416) 314-0206

To the Municipality:

The City of Peterborough
500 George Street North
Peterborough ON K9H 3R9

Attention: Sylvia Sutherland, Mayor

Fax: 705-743-7825
Telephone: 705-742-7771

To the Board:

Peterborough Lakefield Police
Services Board
500 Water Street
P.O. Box 2050
Peterborough ON K9J 7Y4

Attention: Allan Wilson, Chair

Fax: 705-876-6005
Telephone: 705-876-1122

19.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and
- (b) on the fourth business day after the date of mailing when the notice is sent by certified or registered or postage prepaid mail.

20.0 Confidentiality

20.1 Subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act* and the *Municipal Freedom of Information and Protection of Privacy Act*, the Municipality and the Board shall not disclose or publish at any time, any of the information provided to it by the Ministry or any of the information obtained or discovered in the course of the performance of the Municipality's and the Board's duties and obligations under this Agreement ("Ministry Information") without the prior written consent of the Ministry Representative.

20.2 All information the Municipality and the Board are required to provide to the Ministry under this Agreement is deemed to be the property of the Ministry and as such is to remain confidential. A breach of this provision could result in the immediate termination of this Agreement.

21.0 Severability of Provisions

21.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid provision shall be deemed to be severed.

22.0 Waiver

22.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the Municipality and the Board or by the Ministry as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

23.0 Independent Parties

23.1 The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations shall be made or acts taken by either party which could establish or imply any apparent relationship of recipient, joint venture, partnership or employment and neither party shall be bound in any manner whatsoever by any Agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

24.0 Governing Law

24.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

25.0 Further Assurances

25.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

26.0 Circumstances Beyond the Control of Either Party

26.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

27.0 Survival

27.1 The provisions in articles 6.0 (Accounting), 7.0 (Limitation of Liability), 8.0 (Indemnity), 10.0 (Credit), 12.0 (Inspection), 16.0 (Grant Funding upon Termination) and 17.0 (Grant Funding at end of Fiscal Year or on Expiry of Agreement), and shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement. The provisions in article 20.0 (Confidentiality) shall survive the termination or expiry of this Agreement.

28.0 Schedules

28.1 The following are the schedules attached to and forming part of this Agreement.

- (a) Schedule "A" (Funding Payment Schedule)
- (b) Schedule "B (i)" (Grant Application for funding under the original Program)
- (c) Schedule "B (ii)" (Grant Application for funding under the Initiative)
- (d) Schedule "C" (Interim and Final Reporting Forms re: front-line activities)
- (e) Schedule "D" (Bi-annual Reporting Form to CISO re: criminal intelligence activities)

29.0 Entire Agreement

29.1 This Agreement together with the attached schedules listed in section 28.1 of this Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and Agreements.

29.2 This Agreement may only be modified by a written Agreement duly executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement made as of the date first written above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Public Safety and Security
per:

Date

Authorized Signatory for the Ministry
Roger B. Hollingworth
Assistant Deputy Minister
Policing Services Division

The City of Peterborough
per:

Date

Authorized Signatory for the Municipality
Name:
Position:

Witness

Print Witness Name

Peterborough Lakefield Police Services Board
per:

Date

Authorized Signatory for the Board
Name:
Position:

Witness

Print Witness Name

Schedule "A"

Attached to and forming part of the Agreement between the Ministry of **Public Safety and Security** and **The City of Peterborough** and **Peterborough Lakefield Police Services Board** dated the ____ day of _____, 2003.

Allocation

1. The Ministry agrees to cost share **7** police officers under the original CPP Program and **1** officer to replace the redeployed criminal intelligence officer(s) under the Initiative and provide the Grant in accordance with the Program, under the terms of which the Board and Municipality will undertake CPP Activities as outlined in the grant applications attached as **Schedules B (i) and B (ii)**.
2. The Grant shall be used by the Board and the Municipality solely for the purposes of increasing the complement of front-line, uniformed police officers under the original Program and for increasing criminal intelligence capacity under the Initiative and for no other purposes. **The Grant shall not be used for purposes related to maintaining the existing complement of front-line police officers due to the assignment of front-line police officers to non-CPP Activities. The CPP Criminal Intelligence Officer must be dedicated full-time to criminal intelligence and should not be a crime unit addition.**

Ontario Police College

3. Because hiring under the Initiative is being tied to the Ontario Police College intake schedule, the Ministry will inform the Board and the Municipality prior to each Ontario Police College intake of the number of front-line police officers who may be recruited. This will be done on an intake by intake basis.
4. In relation to new recruits under the Initiative, the Board and the Municipality shall ensure that the time between the date of hire of new recruits and their entry into the Ontario Police College shall not exceed fifteen (15) days.
5. The Board and the Municipality shall advise the Registrar's Office of the Ontario Police College of the hiring dates and numbers of recruits hired under the Initiative and indicate the number of spaces required in accordance with Ontario Police College entry procedures. The Board and the Municipality shall also advise the Ontario Police College of any police officers (i.e. who do not require training) proposed to be hired under the Initiative. This will allow the Ontario Police College to determine the relative number of new recruits and trained police officers that will together constitute the number of officers eligible for the Initiative, as determined by the Ministry pursuant to paragraph 3 above. The Ontario Police College will convey this information to the Ministry.

June 15, 1998 Benchmark

6. The Program will increase the actual total number of sworn officers above the June 15, 1998 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Ministry is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Program will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

Use of the Grant Funds

7. The Grant shall be used only to pay half the costs of salaries, overtime and payroll benefits to a maximum of \$30,000.00 per officer for newly hired officers engaged in full time CPP Activities. The Ministry's share of overtime will not exceed \$5,000.00 per officer.

Reporting Requirements

8. The Board and the Municipality shall, by September 30th of each fiscal year that the Agreement is in effect, submit the CPP Program Interim Report, in the form provided in Schedule C. The Interim Report shall include the following information:
 - (a) the name of the front-line police officer(s) hired under the Program, the date hired, salary paid to date and salary requested (50%);
 - (b) the number of sworn officers as of September 30th of each year and the number of sworn officers submitted as of June 15, 1998 to Statistics Canada; and
 - (c) confirmation of CPP Activities undertaken by the front-line police officer(s) under the Program.

9. The Board and the Municipality shall, by March 15th of each fiscal year that the Agreement is in effect, submit the CPP Program Annual Report, in the form provided in Schedule C. The Annual Report shall include the following information:
 - (a) name of front-line police officer(s), date hired, salary paid to date, salary requested (50%), overtime (actual) and overtime requested (50%) and total number of officers funded by the Program;
 - (b) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested (50%);
 - (c) the number of sworn officers as of March 15th and the number of sworn officers submitted as of June 15, 1998; and
 - (d) confirmation of CPP Activities undertaken by the front-line police officer under the Program.

10. The Board and the Municipality shall provide bi-annual reports on September 30th and March 15th of each fiscal year that the Agreement is in effect to Criminal Intelligence Service Ontario (CISO). These reports shall be in the form provided in Schedule D and include the following information:
 - (a) name of officer(s) redeployed from front-line policing to criminal intelligence operations; and date redeployed;
 - (b) confirmation that the full-time criminal intelligence officer(s) is receiving/has received specialized criminal intelligence training from CISO or the Canadian Police College within the first 12 months of the Initiative. If training received prior to the Initiative, this should be indicated;
 - (c) confirmation of full-time criminal intelligence activities undertaken by the redeployed Criminal Intelligence Officer(s); and
 - (d) verification that the adequacy standards with regard to criminal intelligence is being met.

Payment Schedule

11. The Ministry will reimburse the Board and the Municipality bi-annually subject to the Ministry receiving and approving the interim and annual CPP Program reports and the bi-annual CPP Program Criminal Intelligence Initiative reports to CISO. Overtime will be paid annually **after the final Annual CPP Program Report**, in the form provided in Schedule C is received and approved by the Ministry.

12. The Board and the Municipality may be required to provide such further or additional information as the Ministry deems appropriate in approving the CPP Program Interim and Annual Reports and the CPP Program Criminal Intelligence Initiative bi-annual reports.

13. Approval of the interim and annual reports is at the sole discretion of the Ministry.

Return of Unused Funds

14. The Board and Municipality shall return to the Ministry any balance of the Grant that is not spent in accordance with this Agreement.

Ministry Contact

15. The Ministry Contact for the Program is:

Samina Sami
Manager, Program Development Section
Police Support Services Branch
Policing Services Division
Ministry of Public Safety and Security
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3