

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 08-096

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 SAFER COMMUNITIES - 1000 OFFICERS PARTNERSHIP PROGRAM

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

1. That the Mayor, Clerk and Peterborough Lakefield Police Services Board Chair be hereby authorized to execute an agreement with Her Majesty the Queen in Right of Ontario as represented by The Minister of Community Safety and Correctional Services and the Peterborough Lakefield Police Services Board, approving the participation of all parties in the Safer Communities – 1000 Officers Partnership program for the period April 1, 2008 to March 31, 2010, as set out in Schedule “A” to this bylaw.

By-law read a first and second and third time this 5th day of May, 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made as of the _____ day of _____, 2008.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and Correctional
Services

(the "Ministry")

- and -

The City of Peterborough

(the "Municipality")

- and -

Peterborough-Lakefield Police Services Board

(the "Board")

WHEREAS the Ministry has established the **Safer Communities – 1,000 Officers Partnership Program** (the "Program") as part of the government's commitment to make Ontario communities safer and stronger.

AND WHEREAS the objective of the program is to hire 1,000 New Police Officers across the province of Ontario from October 23, 2003, the beginning of the Ontario Government's mandate, to enhance community policing and the six-targeted areas identified by the government in its fight against crime in Ontario: youth crime, guns and gangs, organized crime and marijuana grow ops, dangerous offenders, domestic violence, and protecting children from Internet luring and child pornography;

AND WHEREAS the 1,000 New Police Officers will contribute to government's efforts to address justice efficiency issues, which could lead to efficiencies in the court system;

AND WHEREAS the Ministry has agreed to fund through the Program, 400 of the 1,000 police officers hired between October 23, 2003 and March 31, 2006 back to May 18, 2005;

AND WHEREAS the Ministry has agreed to fund the Board by granting funds to the Municipality for the purpose of increasing the number of sworn officers of the **Peterborough-Lakefield Police Service** for meeting the objectives of the program;

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) **“Community Policing and/or Targeted Area Activities”** means the policing activities described in Schedule “B”;
- (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 Municipality by the Ministry pursuant to this Agreement;
- (e) **“Recipient”** means the **The City of Peterborough** or the **Peterborough-Lakefield Police Services Board**;
- (f) **“New Police Officer(s)”** means new recruit(s) and experienced police officer(s) hired since the beginning of the Ontario Government’s mandate;
- (g) **“New Hire(s)”** means an officer(s) hired post April 1, 2006 under the Program.

2.0 Term of the Agreement

2.1 The Agreement shall commence on April 1, 2008 and shall expire on March 31, 2010 unless terminated earlier pursuant to either section 16.1 or 17.1 of this Agreement.

3.0 Grant Funding

3.1 In accordance with Schedule “A”, the Ministry shall cost-share approximately 50% up to a cap of \$35,000.00 per officer per annum to the Municipality to provide to the Board so that the Board can employ new officers in full-time Community Policing and/or Targeted Area 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 documentation provided to the Ministry pursuant to section 7.1 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 11.0 have been met and the Municipal Council has provided a municipal by-law or resolution authorizing the Municipality to enter into this Agreement with the Ministry.

4.0 Municipality and Board Warrant

- 4.1 The Municipality and the Board warrant that they shall carry out the Program in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Program.

5.0 Further Conditions

- 5.1 The Ministry, acting reasonably, shall be entitled, at any time, to impose such additional terms or conditions on the use of the Grant Funds which it, in its sole discretion, considers appropriate for the proper expenditure and management of the Grant Funds and the carrying out and completion of the Program and shall be entitled to impose such terms and conditions on any consent granted pursuant to this Agreement.
- 5.2 It is the Municipality and the Board's responsibility to advise the Ministry of any changes in circumstances that may impact on their eligibility for Grant Funds under the Program, including, but not limited to, the termination or expiry of a Municipality's contract for policing services with the Ontario Provincial Police, pursuant to section 10 of the *Police Services Act*.
- 5.3 As a condition to receiving Grant Funds under the Program, a Municipality which has contracted for policing services with the Ontario Provincial Police pursuant to section 10 of the *Police Services Act* shall sign an amending agreement to address the change in service levels resulting from the addition of officers under the Program, in the format provided by the Ontario Provincial Police.

6.0 Further Grants

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

7.0 Accounting and Review

7.1 The Municipality and Board:

- (a) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Grant 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;
- (b) shall maintain all non-financial documents and records relating to the Grant Funding in a confidential manner consistent with all applicable laws; and
- (c) hereby authorize an employee, agent or consultant of 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, non-financial records and documents, in the possession or under the control of the Municipality or the Board which relate to the Grant Funds.

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

7.3 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.

7.4 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 and in accordance with the terms of this Agreement.

8.0 Conflict of Interest

8.1 The Recipient shall ensure that the Program is carried out in all its aspects without a conflict of interest by any person associated with the Program in whatever capacity.

8.2 The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

9.0 Limitation of Liability

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

10.0 Indemnity

10.1 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 Municipality's or the Board's activities under the Program, unless it was caused by the negligence or wilful act of an officer, employee, or agent of the Ministry.

11.0 Insurance

11.1 Prior to the beginning of the Program, the Municipality and the Board shall put in effect and maintain for the period during which the Agreement is in effect, at their own expense, with insurers acceptable to the Ministry, Commercial General Liability Insurance to an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for property damage, third party 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) Employer's 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.

11.2 Prior to the beginning of the Program, the Municipality and Board shall provide the Ministry with a valid Certificate of Insurance (and thereafter, shall provide any replacements thereof) that confirms the above requirements. The Municipality and the Board shall provide the Ministry with any renewal replacement certificates as may be necessary.

12.0 Credit

12.1 The Municipality and the Board shall acknowledge the support of the Ministry in all public communications and publicity relating to the Program or this Agreement including press releases, published reports, radio and television programs and public meetings, in a format approved by the Ministry.

12.2 The Municipality and the Board shall ensure the acknowledgement in any report or materials indicate 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.

13.0 Reports

13.1 The Municipality and the Board shall prepare and deliver:

- (a) In the form identified in Schedule "A", the reports described in Schedule "A";
- (b) Such other reports as the Ministry may reasonably require from time to time; and
- (c) A final audited financial statement to the Ministry, within the time period stipulated by the Ministry.

13.2 The Municipality and the Board shall each ensure that all reports on behalf of the Municipality or the Board are signed by an authorized signatory, as applicable.

14.0 Inspection

14.1 The Ministry reserves the right to inspect any aspect of the Community Policing and/or Targeted Area Activities being carried out under the Program at any time.

15.0 Assignment

15.1 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.

16.0 Termination by Ministry for Convenience

16.1 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.

16.2 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 Community Policing and/or Targeted Area Activities by the end of the notice period.

17.0 Termination by the Ministry

17.1 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 their 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 Community Policing and/or Targeted Area Activities or is likely to discontinue it;
- (b) 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;
- or
- (c) the Municipality or the Board ceases to operate.

17.2 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 will 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 fails 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.

17.3 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, acting reasonably, 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, acting reasonably;

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

17.4 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, whichever applies.

18.0 Grant Funding Upon Termination

18.1 If this Agreement is terminated by the Ministry pursuant to section 16.1, 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 Community Policing and/or Targeted Area Activities as determined by the Ministry pursuant to section 16.2.

18.2 If this Agreement is terminated by the Ministry pursuant to section 17.1, 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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 21.

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

19.1 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 set out in this Agreement or shall return the Grant Funds to the Ministry immediately upon the request of the Ministry.

19.2 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 set out in this Agreement or shall return the Grant Funds to the Ministry immediately upon the request of the Ministry.

19.3 At the end of any Fiscal Year during the term of this Agreement 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 identified in this Agreement. 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.

20.0 Counterparts

20.1 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.

21.0 Notices

21.1 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 Community Safety and
Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

Attention: Eve Roknic, Manager (A)
Program Development Section
External Relations Branch
Public Safety Division

Fax: (416) 314-3092
Telephone: (416) 314-3074

To the Municipality:

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

Attention:
His Worship D. Paul Ayotte
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:
Dr. Thomas Symons
Chair

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

21.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by facsimile; and

- (b) **seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail.**

22.0 Confidentiality

- 22.1 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 them by the Ministry pursuant to this Agreement 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.
- 22.2 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.

23.0 Severability of Provisions

- 23.1 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.

24.0 Waiver

- 24.1 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.

25.0 Independent Parties

- 25.1 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. In respect to this Agreement and the Program, no representations shall be made or acts taken by any party which could establish or imply any apparent relationship of recipient, joint venture, partnership or employment and no party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other parties to any other person nor with respect to any other action of any other party.

26.0 Assignment of Agreement or Grant Funds

- 26.1 The Recipient shall not assign this Agreement or the Grant Funds or any part thereof without the prior written consent of the Ministry.

27.0 Governing Law

27.1 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.

28.0 Further Assurances

28.1 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.

29.0 Circumstances Beyond the Control of Either Party

29.1 No 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 party 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.

30.0 Survival

30.1 The provisions in articles 7.0 (Accounting), 9.0 (Limitation of Liability), 10.0 (Indemnity), 12.0 (Credit), 14.0 (Inspection), 18.0 (Grant Funding upon Termination) and 19.0 (Grant Funding at end of Fiscal Year or on Expiry of Agreement) 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 22.0 (Confidentiality) shall survive the termination or expiry of this Agreement.

31.0 Schedules

31.1 The following are the schedules attached to and forming part of this Agreement:

- (a) Schedule "A" (Funding Payment Schedule)
- (b) Schedule "B" (Grant Application)
- (c) Schedule "C" (Biannual/Annual Reporting Forms (Interim and Final) re: Community Policing and/or Targeted Area Activities)

32.0 Entire Agreement

32.1 This Agreement together with the attached schedules listed in section 31.1 of this Agreement constitutes the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior oral or written representations and Agreements.

32.2 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 Community Safety and Correctional Services**

per:

Date

Authorized Signatory for the Ministry
Glenn Murray
Assistant Deputy Minister
Public Safety Division

The City of Peterborough

per:

Date

Authorized Signatory for the Municipality
Name:
Position:

per:

Witness

Authorized Signatory for the Municipality
Name:
Position:

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 Community Safety and Correctional Services** and **The City of Peterborough and Peterborough-Lakefield Police Services Board** dated the ____ day of _____, 2008.

Allocation

1. The Ministry agrees to cost-share 7 police officer(s) of which 2 have been allocated to community policing and 5 to the targeted areas/court efficiencies as follows.

A	B	C	D
Category	Total Allocation (C + D)	Hires Between October 23, 2003 & March 31, 2006	Hires from April 1, 2006 to October 2007
Community Policing	2	0	2
Targeted Areas:	5	2	3
Youth Crime	1	0	1
Guns and Gangs	0	0	0
Organized Crime (marijuana grow ops.)	0	0	0
Dangerous Offenders	3	2	1
Domestic Violence	1	0	1
Protecting Children from Internet Luring and Child Pornography	0	0	0
Court Efficiencies	0	0	0
Total	7	2	5

2. The Ministry will provide the Grant in accordance with the Program, under the terms of which the Board and Municipality will carry out Community Policing and/or Targeted Area Activities as outlined in the grant application, attached as Schedule "B".
3. The Ministry will provide funding back to May 18, 2005 to the Board and Municipality for those officers hired between October 23, 2003 and March 31, 2006. Back funding for officers hired post May 18, 2005 would start 15 days prior to entry at the Ontario Police College (OPC) or lesser if the entry date at the OPC was less than 15 days after May 18, 2005.
4. In circumstances where the Board and Municipality have hired a new recruit(s) to allow the redeployment of a more experienced officer(s) to the targeted area(s), the Ministry will provide funding for the new recruit(s) and not for the redeployed officer(s).
5. The Grant shall be used by the Board and the Municipality solely for the purposes of enhancing the service's Community Policing and Targeted Area(s) capacity as well as

contributing to court efficiencies, as applicable, and for no other purposes. The Grant shall not be used for purposes related to maintaining the existing **complement of police officers, as defined by the October 23, 2003 Benchmark complement, self-declared to the Ministry in the grant application, attached as Schedule "B", due to the assignment of police officers to non-Community Policing and non-Targeted Area Activities.**

6. If the Board and the Municipality is a participant in the existing Community Policing Partnerships (CPP) Program, the Municipality and the Board has a legal obligation to maintain the complement numbers for which they have already been funded and for which they continue to receive Ministry funding.

Ontario Police College

7. Since admission of New Hires under the Program is being tied to the OPC intake schedule, the Board and Municipality shall ensure that the number of New Hires recruited at the OPC is in accordance with the training schedule provided by the Ministry for the May 2006 and September 2006 classes. Should the training dates prove inconvenient, the Board and Municipality shall obtain from the Ministry an extension to defer hiring to a later date to coincide with the OPC intake schedule.
8. In relation to new recruits, the Board and the Municipality shall ensure that the time between the date of hire of new recruits and their entry into the OPC does not exceed 15 days.

October 23, 2003 Benchmark

9. The Program will increase the actual total number of sworn officers above the October 23, 2003 figures self-declared to the Ministry. 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

10. The Grant shall be used to cost-share the costs of salaries, overtime and payroll benefits to approximately 50% up to a cap of \$35,000 per officer per annum for officers hired under the Program and engaged in full time Community Policing and/or Targeted Area Activities. The Ministry's share of overtime will be 50% to a maximum of \$5,000.00.

Reporting Requirements

11. In order to receive the first cost-shared payment each fiscal year, to cover the officer(s) salary-related costs incurred from April 1st to September 30th, the Board and the Municipality shall, by October 15th of each Fiscal Year that the Agreement is in effect, submit an Interim

Report, in the form provided in Schedule "C". The Interim Report shall include the following information:

- (a) the name(s) of the police officer(s) hired under the Program, the date hired, salary paid to date and salary requested (approximately insert %);
- (b) the name(s) of experienced police officer(s) redeployed to the Targeted Area(s), as applicable;
- (c) confirmation that the police officer(s) in the targeted area(s) has received specialized or adequate training, as applicable;
- (d) the number of sworn officers as of September 30th of each year and the number of sworn officers self-declared as of October 23, 2003 to the Ministry as well as the number of sworn officers submitted as of June 15, 2004 to Statistics Canada;
- (e) confirmation of Community Policing and Targeted Area Activities undertaken by the police officer(s) under the Program, as applicable; and
- (f) contribution to justice sector efficiencies, specifically efficiencies affecting the court system, as applicable.

12. In order to receive the final cost-shared payment each fiscal year, to cover the officer(s) salary-related costs incurred from October 1st to March 31st, the Board and the Municipality shall, by March 15th of each Fiscal Year that the Agreement is in effect, submit an Annual Report, in the form provided in Schedule "C". The Annual Report shall include the following information:

- (a) the name(s) of the police officer(s) hired under the Program, the date hired, salary paid to date, salary requested (approximately insert %), overtime (actual) and overtime requested (50%) and total number of officers funded by the Program;
- (b) the name(s) of experienced police officer(s) redeployed to the Targeted Area(s), as applicable;
- (c) confirmation that the police officer(s) in the targeted area(s) has received specialized or adequate training, as applicable;
- (d) the name(s) of existing police officer(s), overtime rate, total overtime hours (actual), overtime requested (50%);
- (e) the number of sworn officers as of March 15th and the number of sworn officers self-declared as of October 23, 2003 to the Ministry as well as the number of sworn officers submitted as of June 15, 2004 to Statistics Canada;
- (f) confirmation of Community Policing and Targeted Area Activities undertaken by the police officer(s) under the Program, as applicable; and
- (g) contribution to justice sector efficiencies, specifically efficiencies affecting the court system, as applicable.

13. In order to receive the cost-shared back payment, to cover the officer(s) salary-related costs incurred between May 18, 2005 and March 31, 2006, the Board and the Municipality shall,

by March 15, 2006, submit a Report, in the form provided in Schedule "D". The Report shall include the following information:

- (a) the name(s) of the police officer(s) hired under the Program, the date hired, salary paid to date, salary requested (approximately 100%), overtime (actual) and overtime requested (50%) and total number of officers funded by the Program;
- (b) the name(s) of experienced police officer(s) redeployed to the Targeted Area(s), as applicable;
- (c) confirmation that the police officer(s) in the targeted area(s) has received specialized or adequate training, as applicable;
- (d) the name(s) of existing police officer(s), overtime rate, total overtime hours (actual), overtime requested;
- (e) the number of sworn officers as of March 15th and the number of sworn officers self-declared as of October 23, 2003 to the Ministry as well as the number of sworn officers submitted as of June 15, 2004 to Statistics Canada;
- (f) confirmation of Community Policing and Targeted Area Activities undertaken by the police officer(s) under the Program, as applicable; and
- (g) contribution to justice sector efficiencies, specifically efficiencies affecting the court system, as applicable.

Payment Schedule

- 14. The Ministry will reimburse the Board and the Municipality bi-annually subject to the Ministry receiving and approving the interim and annual Program reports. Overtime will be paid annually after the Program's Annual Report, in the form provided in Schedule "C", is received and approved by the Ministry.
- 15. The Ministry will reimburse the Board and the Municipality subject to the Ministry receiving and approving the Schedule "D" report.
- 16. The Board and the Municipality may be required to provide such further or additional information as the Ministry, acting reasonably, deems appropriate in approving the Program's Interim and Annual reports.
- 17. Approval of the Interim and Annual reports is at the sole discretion of the Ministry.

Return of Unused Funds

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

Ministry Representative

19. The Ministry Representative for the Program is:

Eve Roknic
Manager (A), Program Development Section
External Relations Branch
Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

SCHEDULE "B"



Safer Communities– 1,000 Officers Partnership Program
APPLICATION

Please complete (type or print) all sections of this form.

APPLICANT INFORMATION	
Name of Police Service: <i>Peterborough Lakefield Community Police Service</i>	Name and Title of Contact: <i>Terrence M. McLaren, Chief of Police</i>
Police Service Address: (Street/City/Town/Postal Code) <i>500 Water Street, P.O. Box 2050, Peterborough Ontario, K9J 7Y4</i>	Telephone No.: <i>705 876-1122 ext. 221</i> Facsimile No.: <i>705 876-6005</i>

Name of Town, Municipality or Regional Municipality or Band Council: <i>City of Peterborough</i>	Name and Title of Contact: <i>Sylvia Sutherland, Mayor</i>
Town, Municipality or Regional Municipality's or Band Council's Address: (Street/City/Town/Postal Code) <i>500 George Street North, Peterborough, Ontario K9H 3R9</i>	Telephone No.: <i>705 742-7771</i> Facsimile No.: <i>705 748-8861</i>

Name of Police Services Board or First Nations Commission: <i>Peterborough Lakefield Police Services Board</i>	Name and Title of Contact: <i>Mr. Alan Wilson, Chair</i>
Police Services Board or First Nations Commission Address: (Street/City/Town/Postal Code) <i>500 Water Street, P.O. Box 2050, Peterborough Ontario, K9J 7Y4</i>	Telephone No.: <i>705 876-1122 ext. 220</i> Facsimile No.: <i>705 876-6005</i>

PROFILE OF POLICE SERVICE		
Number of sworn officers as of October 23, 2003 (i.e. actual uniform strength): <i>117</i>	Number of sworn officers as of the date of this application: <i>120</i>	Population of area policed: <i>77,555</i>

Geographic description of area served by your police service (Please reference townships, urban areas, no. of communities, etc.): <i>Two (2) communities; City of Peterborough and the Ward of Lakefield in the Township of Smith-Ennismore-Lakefield - urban areas</i>	
Has this area been affected by an amalgamation since October 2003?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, please give details of police services/municipalities/band councils affected as well as the date of the amalgamation:	

PROJECT INFORMATION AND DESCRIPTION

Indicate number of proposed officers to be deployed to community policing and number of officers deployed to the six targeted high priority areas.

A	B	C	D
Area of Deployment	Total No. of Officers Requested	# of Hires between October 23, 2003 to March 31, 2006	Projected # of hires post April 1, 2006
1. Community Policing	6	4	2
2. Youth Crime	1		1
3. Guns and gangs			
4. Organized Crime (marijuana grow ops)			
5. Dangerous Offenders	3	2	1
6. Domestic Violence	1		1
7. Protecting Children from Internet luring and child pornography			
Total Number of Proposed New Officers Requested Under the Program (sum of 1 to 7)	11	6	5

Note:
 Officers hired between October 23, 2003 and March 31, 2006 are eligible for funding effective May 18, 2005.
 Column B is the sum of columns C and D.
 The program will fund only net new officers and not those hired to replace officers who have resigned, retired or been terminated.

- The following eligibility criteria will be used to assess proposals:
- ✓ Increased complement over the October 2003 benchmark.
 - ✓ Provision of crime prevention and community policing initiatives.
 - ✓ Demonstrated service gap in relation to the designated initiatives.
 - ✓ Officers will receive specialized training in the targeted area.
 - ✓ Officers may be dedicated to one or more of the areas, as appropriate.
 - ✓ A projection of enforcement activities and results in the high priority areas.
 - ✓ Activities to promote public awareness about crime prevention and any of the other targeted areas, as appropriate.
 - ✓ Contribution to justice sector efficiencies, specifically efficiencies affecting the court system.

Explain your goals and objectives as they relate to the eligibility criteria of the program (if required, use additional paper and attach to the application):

See Page 4

Provide a concise description outlining the proposed activities to be undertaken and how they meet the eligibility criteria (if required, use additional paper and attach to the application):

Please see attachment . . .

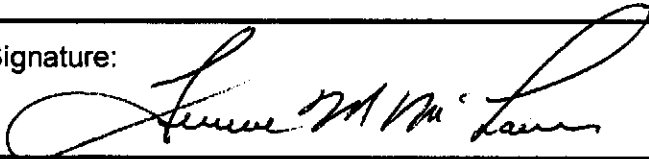
Service gap identification. Outline how the funding will enable your police service to provide enhanced (additional) services to your community and achieve your results (if required, use additional paper and attach to the application):

Please see attachment . . .

Police Chief/OPP Commissioner: *(Please Print)*

Terrence M. McLaren, Chief of Police

Signature:



Name of Police Service:

Peterborough Lakefield Community Police Service

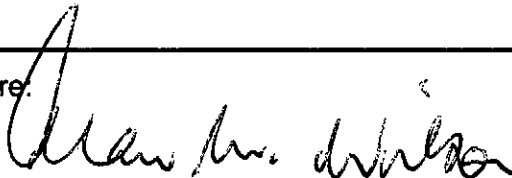
Date:

September 16, 2005

Chair: *(Please Print)*

Alan Wilson

Signature:



Name of Police Services Board/First Nations Commission:

Peterborough Lakefield Police Services Board

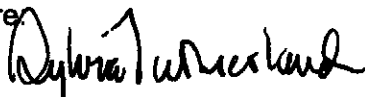
Date:

September 16, 2005

Municipality/Band Council: *(Please Print)*

Sylvia Sutherland, Mayor

Signature:



Name of Municipality/Band Council:

City of Peterborough

Date:

September 16, 2005

All information held by the Ministry of Community Safety and Correctional Services may be subject to release, pursuant to the Freedom of Information and Protection of Privacy Act.

SAFER COMMUNITIES-1000 OFFICERS PARTNERSHIP PROGRAM

Goals and Objectives:

As of October 23, 2003 our sworn strength was 117 officers. Analysis of our calls for service, workload, population, additional impacts of Trent University and Fleming College student population and the impact of the Adequacy and Effectiveness Standards verified that additional police officers would be required to adequately and effectively police the City of Peterborough and the Lakefield ward of the Township of Smith-Ennismore-Lakefield .

The analysis and research at the time revealed that the police service ideally should have an increase in authorized strength. This matter was discussed with the Police Services Board and members of our Municipal Council. Approval in principle was reached by the Police Service, the Police Services Board, and Council to increase uniform strength to an appropriate level depending on overall budget impact.

Expectations for deployment purposes under this new initiative will include increasing police visibility in the downtown core, to carry out increased enforcement in areas of licensed establishments to address disturbances, assaults, mischief's and robberies.

Another expectation is to create a specialized trained unit to deal with "High Risk/Dangerous Offenders" who have been released into our communities.

At the present time our Service lacks the capability to provide dedicated resources to the above noted initiatives. On a pilot project basis resources were re-deployed to these problem areas. These initiatives were carried out on overtime and pay duty basis and by virtue of an additional three (3) officers who were hired in 2004. It is the goal of the Peterborough Lakefield Community Police Service to hire an additional eight (8) police officers over and above the three (3) new hires in 2004.

All of the additional staff will assist in the provision of crime prevention and community policing initiatives, including focusing on youth crime, increased visibility in the downtown, monitoring high risk/dangerous offenders, domestic violence and contributing to justice sector efficiencies by reviewing crown briefs and criminal charges in an attempt to eliminate unnecessary witnesses, both police and civilian.

Description of Proposed Activities:

Community Policing:

Our three (3) hires from 2004 are currently deployed to the Community Patrol Division and carry out crime prevention and community policing initiatives in accordance with our 2004-2006 Business Plan. The three (3) officers have been assigned to fill in resource gaps left vacant by experienced officers who have been temporarily re-assigned to carry out specific checks on persons released to our community on bail or other court ordered conditions.

An additional three (3) officers assigned to our Community Patrol Unit will allow our frontline officers to conduct selected/targeted enforcement and concentrate on high priority areas identified through crime analysis and community input. This will allow our uniform police teams to promote public awareness about crime prevention and any other targeted areas deemed appropriate.

Youth Crime:

At the present time the police service does not have resources dedicated specifically to youth crime matters. Currently, a member assigned to other duties in the court system carries out this function. A new full time position of Youth Court Coordinator will allow our service to focus its efforts on coordinating youth crime reports and developing diversion programs for youth, thereby reducing the strain on our court system.

We anticipate re-allocating an experienced officer to the Court Bureau whose specific purpose will be to work with the crown attorney in an attempt to reduce unnecessary witnesses (police & civilian) to improve justice sector efficiencies.

Appropriate training opportunities related to youth matters will be provided to the member in this position.

Dangerous Offenders:

At the time of this application we have eight-eight (88) persons living in the city who are listed on the Sex Offender Registry. In addition, we host several group homes, halfway houses and transitional residences for individuals deemed to be a high risk to re-offend. Our present resources do not allow us to focus appropriate attention to this community safety concern.

On a trial period the service allocated resources on overtime, pay duty and re-deployment basis to conduct random checks on bail conditions compliance for persons before the courts. Our pilot project revealed a substantial non-compliance rate for court orders. During the pilot project persons before the courts and on conditions commented on the effectiveness of the random police checks. The results of this temporary initiative were a reduction in our crime rate as well as the positive publicity that was garnered as a result of this project.

It is our goal to create a full time three (3) member high risk/dangerous offender management unit who will be responsible for enforcing all court /bail orders and managing and monitoring dangerous offenders who have been released into our community.

Case management and investigation training courses will be provided to the members assigned to this unit.

Domestic Violence Coordinator:

It is our goal under this initiative to create a position for a domestic violence coordinator. This person would facilitate and support continuous improvement in the area of police operational policy, procedures and practices related to domestic violence, by working with crown attorneys and local coordinating committees to ensure implementation of the objectives of the Domestic Violence Justice Strategy, the Domestic Violence Action Plan and the Domestic Violence Court Program.

The position would also undertake responsibility for coordinating police action on domestics such as; response procedures, interviewing procedures, dual charges, threshold case management, criminal harassment, firearms, domestic violence supplementary report forms, children at risk, repeat offenders, bail procedures, victims assistance and safety planning.

Appropriate training as per the standards and additional training opportunities will be provided to the designated member.

Service Gap Identification:

The preceding information on our proposed initiatives is carried out on a part time basis as resources permit. The funding of eleven (11) additional officers under this new program will allow the police service dedicated resources on a full time basis to increase community - policing initiatives, enhance crime prevention, allow for domestic violence coordination and contribute to the efficiencies affecting our local court system.

The strategies to be implemented with the additional new hires will make our community a safer place for everyone to live, work play and carryout everyday activities.



SCHEDULE "C"

SAFER COMMUNITIES - 1,000 OFFICERS PARTNERSHIP PROGRAM

BIANNUAL REPORT FOR FISCAL YEAR 2007-2008

PLEASE REMIT NO LATER THAN MARCH 15TH TO THE ATTENTION OF:

Program Development Section, Public Safety Division
25 Grosvenor Street, 12th Floor, Toronto ON M7A 2H3
For more information: Community Safety Analyst, Tel: (416) 314-0158 or Grants Officer, Tel: (416) 212-3667 Fax: (416) 314-3092

ALL BOXES MUST BE COMPLETED, PLEASE PRINT, "REFER TO GUIDELINES AND REPORT SAMPLE"

Please select the police service

SECTION A - POLICE SERVICE INFORMATION

Police Service/OPP Detachment:

If OPP, Contract Location

Municipality:

Contact Person:	Mr./Mrs./Ms.	First Name	Last Name	Rank/Title
	Telephone Number		Fax Number	Email
	Area Code	Ext.	Area Code	

Do not use brackets, commas, hyphens

Complete Mailing address (Police Service): (i.e. R.R. #, Emergency Lot #, Street No. & Name, P. O. Box #, City, Postal Code)

Street Address

City

Province:

Postal Code

Name of Chief of Police/Detachment Commander:

Same as above

Rank	First Name	Last Name	Title
Telephone Number		Fax Number	Email
Area Code	Ext.	Area Code	

Do not use brackets, commas, hyphens

Address of Chief of Police/Detachment Commander:

Same as above

Street Address

City

Province:

Postal Code

SIGNATURE OF AUTHORIZED OFFICIAL

Signature	Rank/Title/Position	Print Name	Dated
-----------	---------------------	------------	-------

SECTION B - STATISTICAL INFORMATION

Number of Sworn Officers as of March 15, 2008: Population Served: (Approximate)

Number of Sworn Officers as of September 30, 2007:

Number of Sworn Officers as of October 23, 2003:

Number of Sworn Officers as of June 15, 2004:

SEE ATTACHED SECTIONS C TO F



SCHEDULE "C"

SAFER COMMUNITIES - 1,000 OFFICERS PARTNERSHIP PROGRAM

0

PLEASE PRINT, "REFER TO GUIDELINES"

SECTION D - AREA OF DEPLOYMENT

If you are using the electronic format of the form, insert additional rows into the table. See gu

	Area of Deployment	Start Date	End Date	Officer Name	Officer ID	Officer Type	Officer Status	Officer Category	Officer Grade	Officer Division	Officer Unit	Officer Position	Officer Contact	Officer Email	Officer Phone	Officer Fax	Officer Address	Officer City	Officer Province	Officer Country	
1																					
2																					
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					
11																					
12																					
13																					
14																					
15																					
16																					
17																					
18																					
19																					
20																					
21																					
22																					
23																					
24																					



SCHEDULE "C"

SAFER COMMUNITIES - 1,000 OFFICERS PARTNERSHIP PROGRAM

0

COMPLETE BOXES, AS APPLICABLE, PLEASE PRINT, "REFER TO GUIDELINES"

SECTION F - ACTIVITY REPORT: COMMUNITY POLICING (IF REQUIRED, USE ADDITIONAL PAPER)

1. Community Patrols (foot, bicycle, cruiser, marine)

2. Working with Schools and Youth (school/youth outreach programs, responding to youth gang and violence)

3. Enhanced Traffic Enforcement (high collision intersections, citizen complaint zones, community safety zones)

4. Drug and Street Crime Enforcement (street level drug enforcement, HEAT teams, break and enter task force)

5. Other Special Programs that demonstrate increased public presence and community safety initiatives



SCHEDULE "C"

SAFER COMMUNITIES - 1,000 OFFICERS PARTNERSHIP PROGRAM

0

COMPLETE BOXES, AS APPLICABLE, PLEASE PRINT, "REFER TO GUIDELINES"

SECTION F - ACTIVITY REPORT - TARGETED AREAS (IF REQUIRED, USE ADDITIONAL PAPER)	
1. Youth Crime	
2. Guns and Gangs	
3. Organized Crime and Marijuana Grow Ops	
4. Dangerous Offenders	
5. Domestic Violence	
6. Protecting Children from Internet Luring and Child Pornography	
7. Court Efficiencies	