The term of this Agreement, made in 2 originally executed copies, is from the 21st day of February 2019, to the 31st day of December 2022.

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 TOWNSHIP OF NORTH HURON

(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 XXXX, dated XXXX (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 December 21, 2018 (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, among other items, an estimate of salary, benefit and overtime costs; and

(ii) a reconciliation of actual salary, benefit and overtime costs to those billed for the preceding year.

(b) “Board” means Township of North Huron 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 Huron County Detachment.

(e) “Full-Time Equivalent” (FTE) means a unit of at least 1,417 hours of policing services delivered to the municipality by officers each year. It does not refer to an officer exclusively dedicated to this Agreement.

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 designee 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 Huron County 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 meet the minimum service level requirements set out in Schedule "C" attached to and forming part of this Agreement. The parties shall review the service levels as are found in Schedule "C" annually and shall make the appropriate adjustments to the Annual Billing Statement. No adjustment to the service levels as set out in Schedule "C" shall be made without the consent of the Municipality.

(b) In the event that the Municipality requests an increase in excess of the minimum service level requirement as set out in Schedule "C", to provide enhanced services dedicated specifically to the municipality, it shall be responsible for all costs associated with such increase. In the event that the Municipality decides to reduce the number of enhancement positions, it shall provide Ontario with at least one year's prior written notice and shall be responsible for all costs associated with such reduction.

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.

Equipment and Facilities

10. 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.

11. The Municipality will provide appropriate buildings as further set out in Schedule B. The parties will enter into negotiations concerning the provision of such buildings including, but not limited to, lease agreement or licence to occupy, where applicable.
Adequacy Standards Regulation

12. 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.

13. 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.

14. 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

15. (a) On or before October 01\textsuperscript{st} 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.

16. (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 17.

17. 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.

18. 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.
19. 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.

20. 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.

21. Subject to reconciliation of salary, benefit and overtime costs, the total amount of money paid by the Municipality for police services in respect of any calendar year shall not exceed the Annual Billing Statement for that year, whether approved or not, with the exception of costs and expenses incurred as a result of the following:

(a) increases with respect to wages, benefits or other employment matters,

(b) property and plant, equipment and fuel,

(c) compliance with any laws, by-laws, regulations or provincial standards which become applicable to this Agreement or the provision of police services following the approval of the Annual Billing Statement for that year, and

(d) any other matters which require the provision of municipal police services in the Municipality and which were beyond the control of Ontario or the O.P.P., and which were unforeseeable at the time of the approval of the Annual Billing Statement.

**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 Township of North Huron

(iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.

(iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.

(v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the Arbitration Act shall not apply; the arbitrator shall have no right to make an award relating to costs.

(vi) The parties shall have no right of appeal to a final decision of an arbitrator.

(b) Policing Disputes shall not be subject to 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 Reeve, Township of North Huron, 274 Josephine Street, P.O. Box 90, Wingham, Ontario, N0G 2W0, or by fax to (519) 357-1110

(d) by mail to the Board addressed to: The Township of North Huron Police Services Board, 274 Josephine Street, P.O. Box 90, Wingham, Ontario, N0G 2W0, or by fax to (519) 357-1110
Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 21st day of February 2019, and shall conclude on the 31st day of December 2022.

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 Community Safety, Ministry of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Minister of Community Safety

FOR THE MUNICIPALITY

Reeve

Chief Administrative Officer/Clerk

Date signed by the Municipality
SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL
Placeholder
For
Municipal By-Law
SCHEDULE “B”

PROPOSAL FOR POLICE SERVICES
The Township of North Huron (Wingham Ward)

Contract Policing Proposal

Prepared by: Sergeant Kenneth Kee
Ontario Provincial Police
Municipal Policing Bureau

Date: December 21, 2018
# Table of Contents

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Appendix "A" - The Township of North Huron (Wingham Ward) Policing Boundaries

Appendix "B" - Records and Information Management
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 policing services under contract for over 70 years and currently maintains contracts with more than 140 communities across Ontario.

The Township of North Huron requested a costing for OPP municipal policing in the Wingham Ward. This contract will be for a defined number of contractual hours of service as represented by uniform Full Time Equivalent (FTE), plus civilian FTEs. It is based on hours of service and reflects the integrated service delivery model, whereby service can be provided from any detachment uniform position. The contract term will be 3+ years, meaning it will cover the remaining days and months in the year the contract takes effect, plus three calendar years thereafter. The contract is intended to be a transition contract after which time the municipality will be integrated into the OPP Billing Model. The OPP Billing Model is based on the municipality paying an amount equal to the sum of the municipality's allocated portion of the OPP's total municipal policing base and calls for service costs, and the costs for overtime, cleaning/caretaker, accommodation, court security and offender transport as applicable.

This proposal is based on the level of policing services required to provide adequate and effective policing as set out in Regulation 3/99 of the PSA, Adequacy and Effectiveness of Police Services.

Based on this information, the Wingham Ward of the Township of North Huron requires both proactive and reactive policing, 24 hours a day, seven days a week. The Huron County OPP Detachment will be the Administration/Operations Centre. The resources identified will be deployed to the Wingham Ward of the Township primarily from this facility.

<table>
<thead>
<tr>
<th>Position</th>
<th>(1) FTE Contract Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Detachment Commander (Inspector)</td>
<td>0.08</td>
</tr>
<tr>
<td>- Staff Sergeant - Detachment Manager</td>
<td>0.08</td>
</tr>
<tr>
<td>- Sergeant</td>
<td>1.00</td>
</tr>
<tr>
<td>- Constable</td>
<td>5.00</td>
</tr>
<tr>
<td>- (2) Uniform Position (Subject to Review)</td>
<td>1.00</td>
</tr>
<tr>
<td>Total Uniforms</td>
<td>7.16</td>
</tr>
<tr>
<td>- Detachment Admin Clerk (Full-Time)</td>
<td>1.00</td>
</tr>
<tr>
<td>Total Civilians</td>
<td>1.00</td>
</tr>
</tbody>
</table>

(1) "Full-Time Equivalent" (FTE) means a unit of at least 1,417 hours of policing services delivered to the municipality by officers each year. It does not refer to an officer exclusively dedicated to this Agreement.

(2) The following position will initially be costed at the Constable rate: Chief. The Billing Statement will be updated to reflect actual position and rate billed to the municipality following a Rank Level Determination (RLD) process.

This proposal reflects the integrated policing concept, incorporating a policing services contract for the Wingham Ward of the Township of North Huron, along with other municipal and provincial policing responsibilities under one administration.

The Huron County Detachment Commander would be responsible to oversee all aspects of service delivery. The OPP contract complement identified in this proposal would be assigned to the policing needs of the Wingham Ward of the Township of North Huron. Administrative and support resources would be shared and costed accordingly. The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as applicable would provide assistance and supervision to the identified complement.

The OPP is committed to ensuring, where applicable and appropriate, the proper transfer of police records
(electronic and paper) from an amalgamated Police Service. A mandatory pre-screening process was conducted during the Police facility site visit to determine the current state of record keeping and storage for all electronic and paper records for your Police Service (outside of Niche RMS). The purpose was to determine compliance with Adequacy and Effectiveness Standards/Police Service Guidelines, and to make recommendations that specifically identify actions to be completed prior to the amalgamation. Depending on the scope/complexity of the work identified for completion, additional resources may need to be assigned/ secured by the Police Service, the OPP or the Municipality. The municipality is responsible for the proper storage of electronic and physical records for the applicable retention period. If the municipality cannot provide suitable storage, the OPP will assist the Municipality in identifying an alternative storage solution. Any costs associated with the storage of records are the responsibility of the municipality. A summary of the Records and Information Management (RIM) report is attached as Appendix “B”.

This proposal is based on the premise that all amalgamating employees will report to, and deploy from Huron County OPP Detachment. Should a one-time cost for alterations or modifications of the Huron County OPP Detachment facility be incurred in order to accommodate the amalgamated members, such one-time cost will be included in the OPP Contract Proposal Initial costs page. In addition, the municipality will be billed Accommodation and Cleaning costs based on a per officer cost, and such costs will be included in the OPP Contract Proposal Costing Summary.

The contract costs include a comprehensive range of services that are made available to the Wingham Ward of the Township of North Huron. For example, expenses relating to contract negotiations, arbitration, grievances, civil litigation, tendering/purchasing, information technology, fleet and telecommunications are included in the overall costing formula. These services often require considerable internal and external expertise and the high costs normally associated with such services are defrayed through the contract for OPP service.

*NOTE: The most recently approved costing formula shall apply in the calendar year following its approval.*

OPP salary costs are comprised of two components: base salary and the Provincial Responsibility Incentive. The rates are based on weighted average rates of all OPP municipal detachment staff by rank, level and classification. These costs are adjusted annually to reflect actual costs. Overtime is estimated at the provincial average. The provincial average is recalculated and updated annually as part of the cost-recovery formula, and it, too, is reconciled to actual usage during year-end adjustment process.

The Township of North Huron will be required to establish a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for policing service within the community, after consultation with the Detachment Commander. The Commissioner is committed to ensuring that the Detachment Commander of the Huron County OPP Detachment responds appropriately to the Board’s advice and priorities in a manner consistent with the Board’s identified concerns, expectations and needs.

Generally, all existing community service programs and community policing committees are maintained, in consultation with the Police Services Board.

Any new community service programs considered may be implemented after consultation with the Township of North Huron Council, the Township of North Huron Police Services Board and the Huron County Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the required resource levels are met. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. In this case, the Wingham Ward of the Township of North Huron will continue to benefit as additional staff are readily available from within the Huron County OPP Detachment as well as other detachments and regions, should the need arise.
It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Huron County 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 Huron County Detachment will accept Criminal Record and/or Vulnerable Sector check requests from residents of the Township of North Huron. Such checks will be conducted on, and for the person making the request. The OPP does not conduct criminal record checks on behalf of any third party.

If the Township of North Huron chooses to accept an OPP contract for its policing service, the Huron County OPP Detachment Commander will assign resources, focusing on meeting the Township's unique policing needs.

**Value for the Wingham Ward of the Township of North Huron:**

- 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;
- Access to a comprehensive infrastructure and specialized services (refer to the included "Services offered by the OPP" page for a list of support and services available); and
- Work with the Detachment Commander in determining the local policing priorities and objectives through the Township of North Huron Police Services Board.

The estimated policing cost for 2019 associated to this proposal based on the Uniform and Civilian 2019 **Salary schedules** is **$1,311,502.** This **does not** include the related initial start-up costs of **$175,427** as listed on the OPP Contract Proposal Initial Costs.

Each subsequent year's Annual Billing Statements will be calculated using the most current costs based on the latest approved OPP Cost Schedule.

Salary, benefits, overtime, statutory holiday payouts and shift premiums are reconciled at year-end to reflect the actual costs. The total number of Uniform FTE hours is also reconciled ensuring the minimum number of contractual hours were met. A breakdown of the costs has been included, as well as the salary and cost schedule for the year 2019.
Please Note:

Not included in this proposal are:

- The cost of maintaining the Police Services Board
- Any applicable costs associated with the storage of electronic and physical records
- Any applicable revenues accruing to the municipality as a result of police activity

The following page contains a list of services provided to your community by the OPP. A complete description of the services is included in the document entitled "OPP Policing Services Profile" The services described are included in the overall OPP costing formula.
Services offered by the OPP to the Wingham Ward of the Township of North Huron

- 24 hour Proactive and Reactive Policing
- Aboriginal Policing Services
- Administrative Support Services
- Auto Theft Investigation
- Auxiliary Policing program
- Aviation Services
- Behavioral Sciences
- Breathalyzer/Intoxilyzer Technicians
- Business Planning
- By-law Enforcement (as mutually agreed upon, excluding animal control and building code by-laws)
- Canine
- Chemical, Biological, Radiological and Nuclear (CBRN) Response
- Child Pornography Investigation
- Communications/Dispatching
- Community Policing
- Community Safety Services
- Complaint Investigation
- Court Case Management
- Crime Prevention
- Crime Stoppers Program
- Criminal Investigation
- Crisis Negotiation
- Drug Enforcement
- Emergency Planning and Response
- Employee & Family Assistance Program
- Explosives Disposal
- Field Support Unit
- Forensic Identification
- Front Line Supervision
- Hate Crimes/Extremism
- Hostage Negotiation
- Human Resources Services
- Illegal Gaming Investigation
- Incident Command
- Intelligence Section
- Major Case Management
- Marine/Snowmobile/ATV
- Media Relations
- Offender Transport Services
- Organized Crime Investigation
- Dignitary and Justice Officials Protection and Investigation
- Recruiting
- Reduce Impaired Driving Everywhere (R.I.D.E.)
- Search & Rescue
- Sex Offender Registry
- Scenes of Crime Officers
- Surveillance (Electronic & Physical)
- Tactics and Rescue
- Technical Traffic Collision Investigation
- Threat Assessment
- Traffic Enforcement & Safety
- Training
- Underwater Search and Recovery
- Urban Search and Rescue
- Violent Crime Linkage Analysis (VILCAS)
- Victims Assistance
2019 OPP Cost Schedule for Amalgamating Police Services  
(Based on 2018 Municipal Cost-Recovery Formula (1))

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

<table>
<thead>
<tr>
<th>Item</th>
<th>2019 Estimates</th>
</tr>
</thead>
</table>
| Uniformed Staff Salaries (2) | Inspector $158,283  
Staff Sergeant $141,618 (Detachment Commander)  
Staff Sergeant $132,190 (Detachment Manager)  
Sergeant $118,511  
Constable $100,708  
Part-time Constable $80,183 |
| Overtime Rate (Prov. Average) (2) | 5.41% of uniformed staff salaries |
| Shift Premium (2) | $685 per uniformed member - Sergeant and below |
| Statutory Holiday Payout (2) | $3,564 per uniformed member (excluding part-time) |
| Civilian Staff Salaries (2) | Court Officer $65,648  
Detachment Administrative Clerk $64,693 |
| Benefit Rates (2) | 28.09% uniformed staff - non-commissioned (part-time 14.73%)  
27.08% uniformed staff - commissioned  
26.10% civilian staff (part-time 19.77%)  
2% overtime payments |
| Support Salaries and Benefits (Cost per uniformed member) | Communication Operators $6,564  
Prisoner Guards $1,715  
Operational Support $4,642  
RHQ Municipal Support $2,477  
Telephone Support $122  
Office Automation Support $644  
Mobile and Portable Radio Support $188 |
| Other Direct Operating Expenses (ODOE) (Cost per uniformed member, unless otherwise stated) | Communication Centre $182  
Operational Support $811  
RHQ Municipal Support $232  
Telephone $1,373  
Mobile Radio Equipment Maintenance $163  
Office Automation - Uniform $2,140  
- Civilian $1,685  
Vehicle Usage (3) $5,198  
Detachment Supplies & Equipment $539  
Accommodation & Cleaning Services $1,204  
Uniforms & Equipment $1,944 |

(1) Municipal Cost-Recovery Formula is reviewed and updated annually. A revised cost recovery formula shall be applied in the calendar year following the review and costs shall be adjusted accordingly. The current cost recovery formula, the 2018 Municipal Cost-Recovery Formula, has been used to project costs for 2019.

(2) Salary rates are based on weighted average rates of all OPP municipal detachment staff by rank, level and classification. The 2019 salaries were estimated based on the 2018 rates set in the 2015 to 2018 O.P.P.A. Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of 1.9% for 2019 applied. The salary rates, benefit rates, statutory holiday payouts and shift premiums will be reconciled to the current year provincial average. Overtime is reconciled to actual costs allocated to the municipality.

(3) Vehicle Usage cost is calculated without depreciation of $3,153, as initial start-up costs in the contract proposal includes the purchase cost of vehicles. Depreciation will not be billed for the duration of the contract.
OPP Contract Proposal Costing Summary
NORTH HURON TP- WINGHAM WARD
Estimated Annualized Policing Costs for the period January 01, 2019 to December 31, 2019
Costs in accordance with the 2019 OPP Cost Schedule for Amalgamating Police Services

Salaries and Benefits

<table>
<thead>
<tr>
<th>Uniform Members</th>
<th>/FTE</th>
<th>Positions</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspector</td>
<td>158,283</td>
<td>0.08</td>
<td>12,663</td>
</tr>
<tr>
<td>Staff Sergeant</td>
<td>132,190</td>
<td>0.08</td>
<td>10,575</td>
</tr>
<tr>
<td>Sergeant</td>
<td>118,511</td>
<td>1.00</td>
<td>118,511</td>
</tr>
<tr>
<td>Constable</td>
<td>100,708</td>
<td>5.00</td>
<td>503,400</td>
</tr>
<tr>
<td>Uniform Position (Rank to be determined)</td>
<td>100,708</td>
<td>1.00</td>
<td>100,708</td>
</tr>
</tbody>
</table>

Total Uniform Salaries 7.16 745,997

Overtime 39,538
Statutory Holiday Payout 25,518
Shift Premiums 4,795
Uniform Benefits 210,211
Total Uniform Salaries & Benefits 1,026,059

Detachment Civilian Members

<table>
<thead>
<tr>
<th>Detachment Administrative Clerk</th>
<th>Positions</th>
<th>$</th>
</tr>
</thead>
</table>

Detachment Administrative Clerk Full-time 64,693 1.00 64,693

Civilian Benefits 16,885
Total Detachment Civilian Salaries & Benefits 81,578

Support Staff (Salaries and Benefits)

| Communication Operators | 6,564 | 46,998 |
| Prisoner Guards         | 1,715 | 12,279 |
| Operational Support     | 4,642 | 33,237 |
| RHQ Municipal Support   | 2,477 | 17,735 |
| Telephone Support       | 122  | 874 |
| Office Automation Support | 644 | 4,611 |
| Mobile and Portable Radio Support | 188 | 1,346 |

Total Support Staff Salaries and Benefits Costs 117,080

Total Salaries & Benefits 1,224,717

Other Direct Operating Expenses

| Communication Centre | 182  | 1,303 |
| Operational Support  | 811  | 5,807 |
| RHQ Municipal Support | 232 | 1,661 |
| Telephone            | 1,373 | 9,831 |
| Mobile Radio Equipment Repairs & Maintenance | 163 | 1,167 |
| Office Automation - Uniform | 2,140 | 15,322 |
| Office Automation - Civilian | 1,685 | 1,685 |
| Vehicle Usage        | 5,198 | 37,218 |
| Detachment Supplies & Equipment | 539 | 3,859 |
| Accommodation & Cleaning Contract | 1,204 | 8,621 |
| Uniform & Equipment  | 1,944 | 13,919 |

Total Other Direct Operating Expenses 100,393

Sub-total Estimated Gross Policing Costs 1,325,110

Uniform & Equipment Year-One Adjustment (Note 6) (13,608)

Estimated Annual Policing Costs $1,311,502

Uniform, Equipment and Vehicle Initial Costs (Note 7) 175,427

Total Estimated Policing Costs Including Initial Costs. $1,486,928
OPP Contract Proposal Costing Summary
NORTH HURON TP- WINGHAM
Estimated Policing Costs for the period January 01, 2019 to December 31, 2019
Costs in accordance with the 2019 OPP Cost Schedule for Amalgamating Police Services

NOTES TO STATEMENT

This 2019 annual cost estimate is calculated based on costs detailed in the 2019 OPP Cost Schedule for Amalgamating Police Services. The OPP Cost Schedule is updated annually and each year's estimate of annual municipal police service costs is based on the most recent schedule in effect.

1) Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2019 salaries were estimated based on the 2018 rates set in the 2015 to 2018 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of 1.9% for 2019 applied. The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2018-19). Salary rates, Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

2) Amalgamating staff subject to the Rank Level Determination process are indicated as “Uniform Position”, for the purposes of this costing, the Constable salary rate has been applied. This amount is subject to change. The municipality will be billed based on the finalized OPP rank classification. A total 7.16 uniform FTEs will be billed to the municipality irrespective of the rank determination process and the final number of senior Wingham officers hired by the OPP.

3) Overtime is calculated for uniform members based on a provincial rate of 5.30% of uniform salaries. Overtime is reconciled to actual costs allocated to the municipality.

4) Shift Premium is calculated at $685 per Sergeant, Constable and Uniform Position (rank to be determined) and reconciled to actuals.

5) The benefit rates are 27.06% for commissioned uniformed officers, 28.09% of salaries for uniformed officers, 26.10% for civilian staff and 2% for overtime payments.

6) Uniform & Equipment is calculated at $1,944 per uniformed member. The first year of the contract the municipality will be required to pay for the Inspector/Staff Sergeant portion only in the amount $311. A reduction of $13,608 will be applied based on the number of amalgamating officers as initial costs are charged for the first year and therefore the uniformed member costs will not be charged in year one of the contract.

7) Uniform, Equipment and Vehicle Initials Costs as detailed on OPP Contract Proposal Initial Costs, does not include costs associated with required systems upgrades and other detachment related facility areas including the Beat Radio System. These expenditures would be invoiced separately by the program areas as detailed in their separate reports.
**OPP Contract Proposal Initial Costs**  
**NORTH HURON TP - WINGHAM WARD**

### Uniform, equipment and vehicle

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit price</th>
<th>Total price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniform and equipment - non-commissioned</td>
<td>7</td>
<td>$3,893</td>
<td>$27,249</td>
</tr>
<tr>
<td>Use of force equipment and training - uniform members</td>
<td>7</td>
<td>$2,003</td>
<td>$14,024</td>
</tr>
<tr>
<td>Taser (includes cartridge and magazine)</td>
<td>4</td>
<td>$1,984</td>
<td>$7,936</td>
</tr>
<tr>
<td>C0a2 close quarter battle carbine por vehicle</td>
<td>2</td>
<td>$2,190</td>
<td>$4,380</td>
</tr>
<tr>
<td>Patrol vehicle</td>
<td>2</td>
<td>$42,081</td>
<td>$84,161</td>
</tr>
<tr>
<td>Mobile radio package opp-2 with repeater incl. initial installation</td>
<td>2</td>
<td>$13,101</td>
<td>$26,202</td>
</tr>
<tr>
<td>Portable radio</td>
<td>7</td>
<td>$863</td>
<td>$6,041</td>
</tr>
<tr>
<td>Decatur genesis ii select dual antenna radar moving radar</td>
<td>1</td>
<td>$3,051</td>
<td>$3,051</td>
</tr>
<tr>
<td>Kustom falcon hr stationary handheld radar</td>
<td>1</td>
<td>$1,285</td>
<td>$1,285</td>
</tr>
<tr>
<td>Dräger 6810 glc alcohol screening device</td>
<td>2</td>
<td>$549</td>
<td>$1,098</td>
</tr>
</tbody>
</table>

**Total Uniform, Equipment and Vehicle Costs**  
$175,427

**ADDITIONAL COSTS:**

The costs associated with required systems upgrades and other detachment related facility areas are **NOT** listed above. These expenditures will be invoiced separately.

Examples of additional initial costs not included in this proposal include, but are not limited to items such as:

- Beat Radio System
- Building Renovations
- Gun Lockers
- Long Gun Vault
OPP Contacts

Please forward any questions or concerns to A/Inspector Brad Coulbeck, Detachment Commander, Huron County Detachment, or Sergeant Kenneth Kee, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

A/Inspector Brad Coulbeck (519) 524-8314
Sergeant Kenneth Kee (705) 329-6451
Appendix “A”

The Township of North Huron (Wingham Ward) Policing Boundaries
The Township of North Huron (Wingham Ward) Policing Boundaries

Wingham Ward is uniquely located within the Township of North Huron, Ontario and is currently policed by the Wingham Police Service. The Township of North Huron requested the OPP to provide a costing proposal for the delivery of policing services for the Wingham Ward of the Township of North Huron.

Below are the set boundaries of the Wingham Ward provided to the OPP by the Township of North Huron for which this costing proposal has been developed.
Appendix “B”

Records and Information Management (RIM)
Pre-Amalgamation Records Review – Wingham Police Service

On September 23, 2016, the Records & Information Management Unit (RIM) of the Ontario Provincial Police (OPP) attended the Wingham Police Service (WPS) to conduct an assessment of the status of the Police Service’s recordkeeping practices/procedures.

A methodology was developed that assesses the current state of records using three categories: paper records, electronic records (servers, emails, etc.) and physical storage conditions; as well as the current records management processes. The initial assessment showed that dedicated resources would be needed to bring all paper and electronic records to a mutually acceptable state so that they can be stored and/or transferred prior to amalgamation (including DVDs, e-mails and external storage devices), and the OPP can provide expertise and oversight in the completion of this exercise.

WPS shall provide access to all paper and electronic records required to support the amalgamation processes, specifically files related to: payroll, attendance, employee performance and learning plans, and employee formal and informal discipline.

The record responsibilities will be assigned to one of the following: the Ontario Provincial Police (OPP), the Municipal Police Service (WPS) and/or the Municipality. Where possible, paper and electronic records (including DVDs, e-mails and external hard drives) will be identified, documented and assigned one of the following possible dispositions:

1. Document and destroy records/evidence that have reached their retention period at the time of the amalgamation, at the expense of the municipality.
2. Document and retain records/evidence, until the record/evidence has reached its retention period (i.e. Officer’s Notebooks), at the expense of the municipality.
3. Document and notify/transfer records to a 3rd party agency.
4. Document and transfer active records (paper and electronic, including Records Management System/Niche records) to the OPP.
5. Transfer to, and notify Ministry of Attorney General (MAG) of all original crown briefs in possession of the Police Service, and destroy all copies of police briefs prior to amalgamation. Advise your MAG contact of the number of boxes being returned.
6. Ensure all Provincial Offence Notices (PONs) are transferred to the municipality or the Provincial Offences Act (POA) office.
7. Ensure all hard copy ViCLAS booklets (prior to 2013) are destroyed, and send Records Destruction Form (i.e. RM020) to the Provincial ViCLAS Centre (OPP can provide a list of ViCLAS booklets in possession of the Police Service).

The OPP RIM Unit will work collaboratively with WPS to ensure the legislative/regulatory requirements of the Police Services Act, R.S.O. 1990, Sections 31(1) and 41(1) have been met, specific to the Management of Police Records as outlined in Section AI-007 of the Policing Standards Manual (2000). In addition, the RIM Unit and WPS will certify that the amalgamation process is completed in accordance with the municipality’s By-Law for the Retention of Police Records, the OPP approved Records Maintenance Manual and the Archives and Recordkeeping Act, 2006, and ensure the transfer/disposal of records is completed in compliance with the above. If the municipality does not have a related By-Law, an appropriate solution will be identified to ensure the certification can be completed. The OPP is absolved of all legislative regulatory reporting requirements, both federal and provincial, related to the municipal police service prior to the amalgamation date.
SCHEDULE “C”

PROPOSED LEVEL OF SERVICE
PROPOSED LEVEL OF SERVICE

<table>
<thead>
<tr>
<th>Position</th>
<th>(1) FTE Contract Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detachment Commander (Inspector)</td>
<td>0.08</td>
</tr>
<tr>
<td>Staff Sergeant - Detachment Manager</td>
<td>0.08</td>
</tr>
<tr>
<td>Sergeant</td>
<td>1.00</td>
</tr>
<tr>
<td>Constable</td>
<td>5.00</td>
</tr>
<tr>
<td>(2) Uniform Position (Subject to Review)</td>
<td>1.00</td>
</tr>
<tr>
<td>Total Uniforms</td>
<td>7.16</td>
</tr>
<tr>
<td>Detachment Admin Clerk (Full-Time)</td>
<td>1.00</td>
</tr>
<tr>
<td>Total Civilians</td>
<td>1.00</td>
</tr>
</tbody>
</table>

(1) "Full-Time Equivalent" (FTE) means a unit of at least 1,417 hours of policing services delivered to the municipality by officers each year. It does not refer to an officer exclusively dedicated to this Agreement.

(2) The following position will initially be costed at the Constable rate: Chief. The Billing Statement will be updated to reflect actual position and rate billed to the municipality following a Rank Level Determination (RLD) process.