

BY LAW NUMBER 45-24

- of -

THE CORPORATION OF THE COUNTY OF BRANT

To authorize the execution of an agreement with His Majesty the King in Right of Ontario as Represented by the Solicitor General and the County of Brant for an Additional Traffic Unit Constables

WHEREAS Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and the Corporation of the County of Brant entered into an Agreement for the provision of Police Services under Section 10 of the Police Services Act which commenced January 1, 2020 and expires on December 31, 2024;

AND WHEREAS on December 15, 2020, the Council of the County of Brant approved an amending agreement between the Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and the County of Brant for enhancements to the contract for the provision of police services to add two (2) Traffic Unit Constables;

AND WHEREAS under s.17(2) of the Community Safety and Policing Act, 2019, the Minister may enter into a written agreement with a municipality to have the Commissioner provide policing, or other specified services, that would not otherwise be provided;

AND WHEREAS it is desirable for the County of Brant to enter into agreement with His Majesty the King in Right of Ontario as represented by the Solicitor General for the additional services of two (2) Traffic Unit Constables for a four year term;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** the agreement between His Majesty the King in Right of Ontario as represented by the Solicitor General and the Corporation of the County of Brant, as attached, be approved;
2. **THAT** the Mayor and the Clerk are hereby authorized to execute the said amending agreement on behalf of the Corporation of the County of Brant and to affix the corporate seal thereto

READ a first and second time, this 28th day of May 2024.

READ a third time and finally passed in Council, this 28th day of May 2024.

THE CORPORATION OF THE COUNTY OF BRANT

David Bailey, Mayor

Alysha Dyjach, Clerk

The term of this Agreement (the “Agreement”) is effective as of the 1st day of April 2024

**AGREEMENT FOR THE PROVISION OF ADDITIONAL SERVICES
UNDER SECTION 17(2) OF THE COMMUNITY SAFETY AND POLICING ACT,
2019, S.O. 2019, c. 1, Sched. 1**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED
BY THE SOLICITOR GENERAL**

(“Ontario”)

OF THE FIRST PART

AND:

**THE CORPORATION OF THE COUNTY OF BRANT
(the “Municipality”)**

OF THE SECOND PART

RECITALS:

- (a) Under s. 17(2) of the *Community Safety and Policing Act*, 2019, S.O. 2019, c. 1, Sched. 1 (the “CSPA”), the Minister may enter into a written agreement with a municipality or with any other person to have the Commissioner provide policing, or other specified services, that would not otherwise be provided or be required to be provided by the Commissioner.
- (b) The Municipality has expressed its desire for Ontario to provide such additional services by means of this Agreement, as evidenced in By-Law number ####, dated (attached as Schedule “A”).
- (c) This Agreement reflects the intent of the parties for Ontario to provide additional services to the Municipality in the form of enhanced additional services set out in the “Contract Proposal for Additional Services” dated ### (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) “Additional Services Cost Statement” means a statement prepared by Ontario and submitted to the Municipality which:
 - (i) contains the Municipality’s cost for additional services for the year following the year in which the statement is prepared based on an estimate of salaries and benefits and any additional unique costs associated with the additional services together with sufficient documentation and information reasonably necessary to explain and support the billing;
 - (ii) contains a year-end adjustment reconciling the cost of additional services billed for the previous year based on the actual staffing resources and the applicable compensation rates for salaries and benefits;
 - (iii) the Municipality acknowledges will reflect changes resulting from new or amended collective agreements; and
 - (iv) forms part of the Annual Billing Statement.
- (b) “Annual Billing Statement” means a statement prepared by Ontario and submitted to the “Municipality with respect to policing services provided pursuant to the CSPA.
- (c) “Commissioner” means the Commissioner of the O.P.P
- (d) “Detachment Commander” means the O.P.P officer in charge of a Detachment.

General Provisions

3. Ontario shall provide the additional services set out in Schedule “B” in accordance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the additional services provided under this Agreement in accordance with this Agreement.

Liability of Ontario

4. Ontario shall be liable for any damages that may arise as a result of any negligent acts or omissions of O.P.P members in the performance of this Agreement.

Equipment

5. 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 additional services under

this Agreement.

Cost of Additional Services

6. (a) On or before November 1st each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Additional Services Cost Statement for the following year together with sufficient documentation and information reasonably necessary to explain the billing.

(b) The Municipality shall review the Additional Services Cost Statement upon receipt and, within sixty (60) days of such receipt, shall approve the Additional Services Cost Statement or deliver to Ontario a request to meet to discuss the Additional Services Cost Statement.
7. (a) In the event that the Municipality fails to approve the Additional Services Cost Statement or request a meeting to discuss the Additional Cost Services Cost Statement within sixty (60) days of receipt, the Municipality shall be deemed to have approved the Additional Services Cost Statement.

(b) In the event that the Municipality requests a meeting to discuss the Additional Services Cost Statement, the Detachment Commander or representative and the Municipality or representative shall meet within fifteen (15) days of the OPP's receipt of the request and use all best good faith efforts to reach agreement on the Additional Services Cost Statement. If the parties are unable to reach agreement, the Regional Commander or representative and the Municipality or representative shall meet and use all good faith efforts to reach agreement on the Additional Services Cost Statement. If the parties are unable to reach agreement, the Commissioner or Deputy Commissioner or representative and the Municipality, or representative shall meet and use all best good faith efforts to reach agreement on the Additional Services Cost Statement. If the parties are unable to reach agreement, the Additional Services Cost Statement shall be deemed to apply.
8. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following the receipt by the Municipality of each monthly invoice, each one being one twelfth of the Additional Services Cost 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.
9. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Additional Services Cost 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 Additional Services Cost Statement.
10. Upon the approval or deemed approval of the Additional Services Cost Statement, adjustments shall be made to 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 Additional Services Cost 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 Additional Services Cost Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

Dispute Resolution

11. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning the interpretation, application, administration, or alleged violation of this Agreement.
- (b) In the event that a dispute arises the Detachment Commander, or representative, and the Municipality, or representative, shall meet within thirty (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 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 or representative and the Municipality, or representative, shall meet and use all best good faith efforts to resolve the dispute.

Notice

12. Any notice, statement, invoice, or account shall be delivered to both Ontario and the Commissioner using the delivery methods 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 email, it shall be deemed to be received on the date it was sent. Contact information may be changed by giving notice as provided herein:

- (a) By mail to Ontario addressed to: The Solicitor General, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6
- (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, or by email to opp.municipalpolicing@opp.ca
- (c) By mail to the Municipality addressed to: The Corporation of the County of Brant Ontario, or by email. **EMIAL TBD BY BRANT**

Commencement and Termination of Agreement

- 13. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of April 2024 and conclude on the 31st day of December 2028.
- 14. 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 additional services under this Agreement to and including the date of such termination and Ontario shall continue to be responsible to provide the additional services outlined in this Agreement.

Entire Agreement

- 15. 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 Solicitor General, has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Solicitor General

FOR THE MUNICIPALITY

Mayor

Clerk

Date Signed by the Municipality.

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

SCHEDULE “B”

PROPOSAL FOR ADDITIONAL SERVICES

DRAFT



The Corporation of The County of Brant

Contract Policing Proposal for Additional Services Under Section 17(2) of the Community Safety and Policing Act, 2019

**Prepared by: Sergeant Rob Griffin
Ontario Provincial Police,
Municipal Policing Bureau**

Date: March 20th 2024

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Executive Summary

This contract proposal for the provision of additional services by the Ontario Provincial Police (OPP) is provided based on a request by the Corporation of The County of Brant dated the 20th day of March 2024. Any additional services provided according to this agreement are services that are not required as a component of adequate and effective policing in the municipality, as set out in section 11(3) of the Community Safety and Policing Act, 2019.

The Corporation of the County of Brant will be billed for the cost of Additional Service Position(s) using actual salaries, wages, overtime and benefits and the latest approved municipal cost-recovery formula (*see Table 1- Additional Services Position FTEs*). Any additional unique costs associated with the Additional Services Positions will be detailed on the Additional Services Cost Statement and the Corporation of the County of Brant will be billed accordingly (*see Table 2 – Additional Unique Costs*). The cost statement will also include a year-end adjustment reconciling the cost of additional services billed for the previous year based on the actual staffing resources and the applicable compensation rates for salaries and benefits.

The service delivered by these positions will be tracked and reconciled on an annual basis. The Corporation of the County of Brant additional policing services positions are listed below:

Table 1 – Additional Services Position FTEs

FTE Additional Services Positions	Classification	Position Description
2.00	Constables	Traffic Unit Constables

*1.0 Uniform FTE (Full-Time Equivalent) does not refer to an officer exclusively dedicated to the Agreement. It is a unit of hours of police services per annum. The number of hours for an FTE is subject to change from year to year, and will reflect the latest availability factor, currently at 1,381 hours per year for 2024.

The availability factor for the billing year will be specified in the Additional Services Cost Statement for that year.

Note Regarding Uniform Positions:

- Total hours of service provided by all additional services uniform positions will be reconciled annually.
- In accordance with the uniform availability factor calculations for 2024, it is estimated

that each dedicated Additional Services Position(s) will provide 1,381 hours of service per year to fulfill the requirements of their respective positions. If this number of hours is not met, the total cost of Additional Services Positions will be reduced accordingly.

- Total hours of service for dedicated Additional Services Positions include hours of work performed in a municipality by all officers assigned to the Additional Services Positions.
- Total hours do not include:
 - overtime hours,
 - hours recorded for duties accounted for in the availability factor such as court attendance, training, and specific administrative duties; and
 - hours calculated for billable calls for service by officers assigned to dedicated Additional Services Position(s) unless the officer's position is general law enforcement.

OPP 2024 Annual Billing Statement

Brant Co

Estimated costs for the period January 1 to December 31, 2024

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	15,530		
	Commercial and Industrial	786		
	Total Properties	<u>16,316</u>	165.59	2,701,709
Calls for Service				
	Total all municipalities	183,003,471		
	Municipal portion	1.3451%	150.87	2,461,564
Overtime			12.35	201,532
Contract Enhancements			22.90	373,680
Prisoner Transportation	(per property cost)		<u>1.12</u>	<u>18,274</u>
Total 2024 Estimated Cost			<u>352.83</u>	<u>5,756,759</u>
2022 Year-End Adjustment				77,521
Grand Total Billing for 2024				<u>5,834,280</u>
2024 Monthly Billing Amount				486,190

OPP 2024 Additional Services Cost Statement (Note 1)

Brant Co

Estimated cost for the period January 1 to December 31, 2024

2023 Cost Recovery Formula (Note 2)

Salaries and Benefits

	Positions	\$ Total
Uniform Members	Note 3	
Constable.	2.00	216,345
Total Uniform Salaries	2.00	216,345
Statutory Holiday Payout		10,264
Shift Premiums		2,260
Uniform Benefits - Full-Time Salaries.		70,182
Total Uniform Salaries & Benefits		299,052
Support Costs - Salaries and Benefits		
Communication Operators		12,456
Prisoner Guards		3,992
Operational Support		12,160
RHQ Municipal Support		5,502
Telephone Support		282
Office Automation Support		1,750
Mobile and Portable Radio Support		564
Total Support Staff Salaries and Benefits Costs		36,706
Total Salaries & Benefits		335,758
Other Direct Operating Expenses		
Communication Centre	155	310
Operational Support	1,018	2,036
RHQ Municipal Support	212	424
Telephone	1,582	3,164
Mobile Radio Equipment Repairs & Maintenance	147	294
Office Automation - Uniform	3,019	6,038
Vehicle Usage	9,975	19,950
Detachment Supplies & Equipment	548	1,096
Uniform & Equipment	2,305	4,610
Total Other Direct Operating Expenses		37,922
Total 2024 Estimated Additional Services Cost		\$ 373,680
2022 Additional Services (Contract Enhancements) Year-End Adjustment		2,204
2024 Total Billing for Additional Services		\$ 375,884

OPP 2024 Additional Services Cost Statement (Note 1)

Brant Co

Estimated cost for the period January 1 to December 31, 2024

Notes:

- 1) The Additional Services Cost Statement is a replacement cost schedule for the Estimated Contract Enhancement Cost Summary. Formerly identified as Police Services Act s.10 Contract Enhancements, enhanced services are now arranged with agreements under s.17 of the Community Safety and Policing Act (CSPA). Please note the costs detailed in this statement are the same as the costs detailed in the OPP 2024 Estimated Contract Enhancement Cost Summary included in the Municipality's 2024 Annual Billing Statement.
- 2) The 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 2023 Municipal Cost-Recovery Formula, has been used to set costs for 2024. The Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2023 Municipal Policing Cost-Recovery Formula.
- 3) Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2024 salaries are estimated with an effective overall general salary rate increase of 2.01% applied to the 2022 rates in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements, updated agreement negotiations are underway. The rate increase represents a 1% overall general salary rate increases applied for the 2023 and 2024 calendar years. The 2023 and 2024 salary costs will be reconciled based on rates set in applicable collective agreement settlements. The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2023-24). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.
In 2024, the reconciliation for hours of service provided will be based on the updated availability factor of 1,381 hours per year.

OPP Contacts

Please forward any questions or concerns to Detachment Commander or Municipal Policing Specialist at the Municipal Policing Bureau, OPP General Headquarters.

Detachment Commander Inspector Andrea Quenneville

Phone: (519) 442-2242

Email: Andrea.Quenneville@opp.ca

Municipal Policing Specialist Sargeant Rob Griffin

Phone: (705) 329-6224

Email: robert.griffin@opp.ca