



Regional Municipality of York Police Services Board

17250 Yonge Street, Newmarket, Ontario Canada L3Y 4W5

905-895-1231 or Toll Free: 1-877-464-9675 Ext. 7906

Fax: 905-895-5249 Web Site: www.yrpsb.ca

To Make a Difference in Our Community

March 24, 2010

Chairman
Danny Wheeler
Regional Councillor
and Deputy Mayor

Vice-Chairman
Joe Persechini
Provincial Appointee

Members
Bill Fisch
Regional Chairman
and C.E.O.

Mayor Frank Scarpitti
Regional Council
Appointee

Sam Herzog
Provincial Appointee

Joanna Yu
Provincial Appointee

Barbara Bartlett
Regional Council
Appointee

Executive Director
Mafalda Avellino

Mr. Denis Kelly
Regional Clerk
The Regional Municipality of York
17250 Yonge Street
Newmarket, Ontario L3Y 6Z1

Dear Mr. Kelly:

At its meeting on March 24, 2010, the Regional Municipality of York Police Services Board received a report from Acting Chief Bruce Herridge entitled *Two Year Extension of the Safer Communities - 1,000 Officers Policing Partnership Grant and Community Policing Partnership Grant* and adopted recommendations (1), (2), (3) and (4) as follows:

1. That the Board approve the two year extension of the Provincial Community Policing Partnership (CPP) Grant from the Ministry of Community Safety and Correctional Services; and
2. That the Board approve the two year extension of the Provincial Safer Communities – 1,000 Officer Policing Partnership (SC-TOPP) Grant from the Ministry of Community Safety and Correctional Services; and
3. That the Chairman be authorized to execute the agreements in accordance with Recommendation #1 and #2, subject to prior review by York Region Legal Services; and
4. That the Board forward the agreements to The Regional Municipality of York requesting a resolution of Council authorizing the Region of York to enter into these agreements with the Ministry of Community Safety and Correctional Services.

Therefore, in accordance with the Board's resolution, I request that you forward the agreements to Regional Council for its approval of recommendation (4) above.

Yours truly,

A handwritten signature in black ink, appearing to read 'M. Avellino', with a long, sweeping horizontal stroke extending to the right.

Mafalda Avellino
Executive Director

Attachments: Acting Chief's Report
Community Policing Partnership Agreement
Safer Communities - 1,000 Officers Partnership Agreement



York Regional Police

Chief of Police
Armand P. La Barge

17250 Yonge Street, Newmarket, Ontario, Canada L3Y 4W5
1-866-8POLICE TTY 1-800-668-0398 Fax 905-853-5810 www.police.york.on.ca

THE REGIONAL MUNICIPALITY OF YORK POLICE SERVICES BOARD

REPORT OF THE CHIEF OF POLICE

24 MARCH 2010

Two Year Extension of the Safer Communities - 1,000 Officer Policing Partnership Grant and Community Policing Partnership Grant

RECOMMENDATIONS

1. That the Board approve the two year extension of the Provincial Community Policing Partnership (CPP) Grant from the Ministry of Community Safety and Correctional Services; and
2. That the Board approve the two year extension of the Provincial Safer Communities – 1,000 Officer Policing Partnership (SC-TOPP) Grant from the Ministry of Community Safety and Correctional Services; and
3. That the Chairman be authorized to execute the agreements in accordance with Recommendations #1 and #2, subject to prior review by York Region Legal Services; and
4. That the Board forward the agreements to the Regional Municipality of York requesting a resolution of Council authorizing the Region of York to enter into these agreements with the Ministry of Community Safety and Correctional Services.

SYNOPSIS

York Regional Police is currently being funded for 79 front line officers under the Provincial Community Policing Partnership (CPP) Grant program which was first introduced in December 1998. Funding covers 50 percent of salary, related overtime and benefit costs to a maximum annual amount of \$30,000 per officer. York Regional Police claims the maximum grant amount of \$2,370,000 annually. The current grant agreement expires on March 31, 2010.

York Regional Police are also being funded for 100 officers under the Provincial Safer Communities – 1,000 Officer Policing Partnership (SC-TOPP) Grant program. This funding

commenced May 18, 2005. The funding covers 50 percent of salary, related overtime and benefit costs to a maximum annual amount of \$35,000 per officer. York Regional Police claims the maximum grant amount of \$3,500,000 annually. This grant agreement also expires on March 31, 2010.

The Ministry of Community Safety and Correctional Services is proposing a two year extension of both agreements to March 31, 2012. The same 30 day termination provisions remain in the new agreements.

FINANCIAL IMPLICATIONS

Grant funding under the provincial Community Policing Partnership (CPP) program for the full 2010 fiscal year of \$2,370,000 has been included in the 2010 Operating Budget for 79 officers at the maximum amount of \$30,000 per annum per officer.

Grant funding under the provincial Safer Communities – 1,000 Officer Policing Partnership (SC-TOPP) program of \$3,500,000 has been included in the 2010 Operating Budget for 100 officers at the maximum amount of \$35,000 per annum per officer.

BACKGROUND

The Community Policing Partnership (CPP) Grant:

This grant was first introduced in December 1998. It was initially designed as a five year program to provide grant funding in support of enhancements to front-line policing which expired on March 31, 2003.

At the March 2003 Police Services Board meeting, a two year extension of the grant was approved and forwarded to Regional Council for execution of the agreement. A second two year extension was approved by the Board at their April 27, 2005 meeting. The latest two year extension was approved by the Board at their April 25, 2007 meeting.

The new agreement shall commence on April 1, 2010 and expire on March 31, 2012, although the funding will not be provided until all of the requirements of the agreement have been satisfied. The Ministry will reimburse the Board bi-annually, subject to receipt and approval of interim and annual CPP program reports, outlining the officers hired, date of hire, salary paid and reimbursement requested.

Through this program, the Ministry funds 1,000 front-line police officers throughout the province of Ontario. This program is a 50-50 cost-sharing partnership between the province and the municipalities to enhance community safety and increase police visibility. Salary and related overtime costs, to a maximum of \$30,000 per annum per new officer, are reimbursed bi-annually to the Police Service.

When the program began in the fall of 1998, York Regional Police were funded 50 percent of the salaries and benefits for 16 new front-line officers. This number increased as positions were made available at the Ontario Police College and we reached our approved number of 77 officers by September 30, 2000. An additional two positions were approved in 2001, bringing our current approval to 79 front-line officers.

York Regional Police will be submitting claims for \$2,370,000 for the period of April 1, 2009 to March 31, 2010 covering 50 percent of the salaries, benefits and overtime to a maximum of \$30,000 per officer. Over the past twelve and a half years, the Ministry has received grant claims totaling \$26,221,128 relating to the CPP Grant.

The Safer Communities – 1,000 Officers Policing Partnership (SC-TOPP) Grant:

This grant provides permanent funding for 1,000 additional officers allocated across the Province. Fifty per cent of the officers were allocated to community policing and the remainder were allocated to justice efficiency and the six target areas of youth crime, guns and gangs, organized crime, dangerous offenders, domestic violence and protecting children.

This program is a 50-50 cost-sharing partnership between the Province and the Municipalities. It covers salary, benefits and overtime costs to a maximum of \$35,000 per annum per new officer and is reimbursed bi-annually in arrears to the Municipality.

York Regional Police received approval for funding of 10 officers for community policing and 90 officers for the justice efficiency and the six targeted areas. Funding for 35 officers was retroactive to October 23, 2003, with the remaining 65 officers effective April 1, 2006.

The new agreement will commence on April 1, 2010, and will expire on March 31, 2012, although the funding will not be provided until all of the requirements of the agreement have been satisfied. The Ministry will reimburse the Board bi-annually, subject to receipt and approval of interim and annual SC-TOPP program reports, outlining the officers hired, date of hire, salary paid and reimbursement requested.

The original agreements were reviewed by York Region Legal Services and executed by the Board and the Region. The agreements contain a number of key provisions. Most notably, the Ministry will not provide any funding to the Board or the Municipality without a resolution by Regional Council authorizing council to enter into the agreements. The agreements still provide that the Ministry may, in its sole discretion, adjust the amount of grant funding to be provided to the Municipality in any fiscal year during the agreement based upon the Ministry's assessment of the current year's final audited statement.

The agreements contain the same termination provisions. The Ministry may, in its sole discretion, terminate the agreements upon 30 days notice to the Board and the Municipality, and allow the Board and the Municipality to wind-down the grant programs during the notice period. In addition, the Ministry may, in its sole discretion, terminate the agreements without notice for a number of reasons, including the failure of the Municipality or the Board to comply with the terms and conditions of the agreements and/or if the Municipality or Board is unable to carry out the grant activities.

In the event of termination of the agreements, the Ministry may cancel all further grant funding installments and 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 those parties to pay the cost of winding down the grant activities.

Any funds that have not been used or accounted for by the Municipality or the Board by the end of each fiscal year during the term of the agreements are to be returned to the Ministry.

Similarly, any funds not used or accounted for at the expiration or termination of the agreements must be returned to the Ministry.

The Municipality and the Board must satisfy the insurance requirements set out in the agreements as a prerequisite to receipt of any funds. Region of York Risk Management staff have confirmed that the Board and the Region meet the requirements established by the Ministry.

A handwritten signature in black ink, appearing to read "Bruce Herridge". The signature is fluid and cursive, with the first name "Bruce" and last name "Herridge" clearly distinguishable.

Bruce Herridge, M.O.M., MBA, CMM III
Acting Chief of Police

BH/mh

THIS AGREEMENT made as of the _____ day of _____, 2010.

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 -

Regional Municipality of York

(the "Municipality")

- and --

Regional Municipality of York Police Services Board

(the "Board")

WHEREAS in 1998, the Ministry established the **Community Policing Partnerships (CPP) Program (the "Program")** as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

AND WHEREAS the Ministry wishes to continue to fund the Board by granting funds to the Municipality for the purpose of maintaining the increased number of sworn officers of the York Regional Police Service for enhanced police visibility;

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

1.0 Definitions

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

- (a) **"Agreement"** means this Agreement entered into between the Ministry and the Municipality and the Board and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) **"CPP Activities"** means the front-line policing activities described in 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.

2.0 Term of the Agreement

2.1 The Agreement shall commence on **April 1, 2010** and shall expire on **March 31, 2012** 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 provide **up to a maximum of \$30,000.00 per officer** to the Municipality to provide to the Board so that the Board can **employ front-line officers in full-time CPP Activities**.
- 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 11.1 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 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.

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 conduct themselves in respect to the Program in accordance with all applicable laws;
 - (b) 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;
 - (c) shall maintain all non-financial documents and records relating to the Grant Funding in a confidential manner consistent with all applicable laws; and
 - (d) hereby authorize the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the business premises of the Municipality and the Board to review the status and manner of operation of the Program and to inspect and copy any financial records, invoices and other financially-related documents, 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 For these purposes, a conflict of interest includes a situation in which a person associated with the Program or any member of his or her family is able to benefit financially from his or her involvement in the Program. Nothing in this section shall prevent the Recipient if it so chooses from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Program.
- 8.3 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 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, in the form identified in Schedule A, the reports described in Schedule A.

- 13.2 Such other reports as the Ministry may require from time to time; and
- 13.3 A final audited financial statement to the Ministry, within the time period stipulated by the Ministry.
- 13.4 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 CPP 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 CPP 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 its funding request or in any other communication with the Ministry;
 - ii) the Municipality or the Board breaches any term or condition of this Agreement;
 - iii) the Municipality or the Board is unable to carry out CPP Activities or is likely to discontinue it;

- iv) it is not reasonable for any reason for the Municipality or the Board to participate in the Program;
 - or
 - (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;
 - (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 fail to remedy the breach within the time specified in the notice; or
 - ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Municipality or the Board cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or the Municipality or the Board are not proceeding to remedy the breach in a way that is satisfactory to the Ministry.
- 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, which ever 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 CPP 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: Oscar Mosquera, Manager,
Program Development Section, External
Relations Branch, Public Safety Division

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

To the Municipality:

Regional Municipality of York
17250 Yonge Street
Newmarket ON L3Y 6Z1

Attention:
Regional Chair & CEO Bill Fisch
Mr.

Fax: (905) 895-3031
Telephone: (905) 830-4444

To the Board:

Regional Municipality of York Police
Services Board
17250 Yonge Street
Newmarket ON L3Y 4W5

Attention:
Chair Danny Wheeler
Mr.

Fax: (905) 895-5249
Telephone: (905) 773-1222

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" (Interim and Final Reporting Forms re: front-line 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

Regional Municipality of York

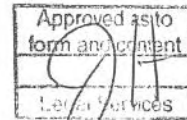
per:

Date

Authorized Signatory for the Municipality
Name: Regional Chair & CEO Bill Fisch Fisch
Position: Mr.

Witness

Print Witness Name



**Regional Municipality of York Police Services
Board**

per:

Authorized Signatory for the Board
Name: Chair Danny Wheeler
Position: Mr.

March 24, 2010
Date

Mall
Witness

MARALOA Ave 11110
Print Witness Name

Schedule "A"

Attached to and forming part of the Agreement between the **Ministry of Community Safety and Correctional Services** and **Regional Municipality of York** and **Regional Municipality of York Police Services Board** dated the ____ day of _____, 2010.

Allocation

1. The Ministry agrees to cost share 79 police officer(s) and provide the Grant in accordance with the Program, under the terms of which the Board and Municipality will maintain visible front-line policing activities ("CPP Activities") as outlined in the original grant application, submitted as Schedule B.
2. The Grant shall be used by the Board and the Municipality solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Grant shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the June 15, 1998 Benchmark, due to the assignment of front-line police officers to non-CPP Activities.

Ontario Police College

3. 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 Ontario Police College shall not exceed fifteen (15) days.

June 15, 1998 Benchmark

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

Use of the Grant Funds

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

Reporting Requirements

6. The Board and the Municipality shall, by September 30th of each Fiscal Year that the Agreement is in effect, submit the CPP Program Interim Report, in the form provided in Schedule C. The Interim Report shall include the following information:
 - (a) the name of the front-line police officer(s) hired under the Program, the date hired, salary paid to date and salary requested (50%);

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

Payment Schedule

8. The Ministry will reimburse the Board and the Municipality bi-annually subject to the Ministry receiving and approving the interim and annual CPP Program reports. Overtime will be paid annually after the CPP Program Annual Report, in the form provided in Schedule C, is received and approved by the Ministry.
9. 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 CPP Program interim and annual reports.
10. Approval of the interim and annual reports is at the sole discretion of the Ministry.

Return of Unused Funds

11. 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

12. The Ministry Representative for the Program is:

Oscar Mosquera
Manager, 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

THIS AGREEMENT made as of the _____ day of _____, 2010.

BETWEEN:

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

(the "Ministry")

- and -

Regional Municipality of York

(the "Municipality")

- and -

Regional Municipality of York 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 wishes to continue to fund the Board by granting funds to the Municipality for the purpose of maintaining the increased number of sworn officers of the **York Regional Police Service** for enhanced police visibility;

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 **Regional Municipality of York** or the **Regional Municipality of York Police Services Board**;

2.0 Term of the Agreement

2.1 The Agreement shall commence on **April 1, 2010** and shall expire on **March 31, 2012** 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.

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:

Regional Municipality of York

Address:

17250 Yonge Street
Newmarket ON L3Y 6Z1

Attention: Regional Chair & CEO Bill
Fisch
Mr.

Fax: (905) 895-3031
Telephone: (905) 830-4444

To the Board:

**Regional Municipality of York Police
Services Board**

Address:

17250 Yonge Street
Newmarket ON L3Y 4W5

Attention: Chair Danny Wheeler
Mr.

Fax: (905) 895-5249 (905) 895-5249

Telephone: (905) 773-1222

- 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

Regional Municipality of York

per:

Date

Authorized Signatory for the Municipality
Name: Regional Chair & CEO Bill Fisch
Position: Mr.

Witness

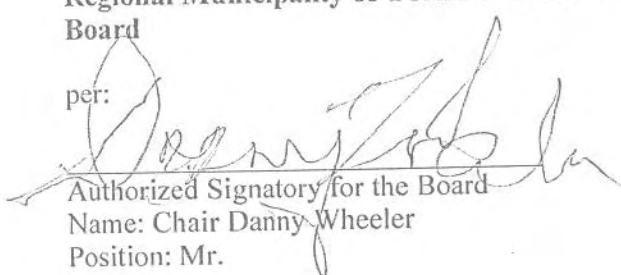
Print Witness Name



**Regional Municipality of York Police Services
Board**

per:

March 24, 2010
Date


Authorized Signatory for the Board
Name: Chair Danny Wheeler
Position: Mr.


Witness

MAFALDA AVELLINO
Print Witness Name

Schedule "A"

Attached to and forming part of the Agreement between the **Ministry of Community Safety and Correctional Services** and **Regional Municipality of York** and **Regional Municipality of York Police Services Board** dated the ____ day of _____, 2010.

Allocation

1. The Ministry agrees to cost-share 100 police officer(s) of which 10 has been allocated to community policing and 90 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	10	0	10
Targeted Areas:			
Youth Crime	2	2	0
Guns and Gangs	25	10	15
Organized Crime (marijuana grow ops.)	45	15	30
Dangerous Offenders	3	2	1
Domestic Violence	3	2	1
Protecting Children from Internet Luring and Child Pornography	10	2	8
Court Efficiencies	2	2	0
Total	100	35	65

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 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.
4. 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.

October 23, 2003 Benchmark

5. 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

6. The Grant shall be used to cost-share the costs of salaries, overtime and payroll benefits to approximately 50% up to a cap of \$35,000.00 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

7. 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) confirmation that the police officer(s) in the targeted area(s) has received specialized or adequate training, as applicable;
 - (c) 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;
 - (d) confirmation of Community Policing and Targeted Area Activities undertaken by the police officer(s) under the Program, as applicable; and
 - (e) contribution to justice sector efficiencies, specifically efficiencies affecting the court system, as applicable.
8. 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) confirmation that the police officer(s) in the targeted area(s) has received specialized or adequate training, as applicable;

- (c) the name(s) of existing police officer(s), overtime rate, total overtime hours (actual), overtime requested (50%);
- (d) 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;
- (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.

Payment Schedule

- 9. 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.
- 10. 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.
- 11. Approval of the Interim and Annual reports is at the sole discretion of the Ministry.

Return of Unused Funds

- 12. 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

- 13. The Ministry Representative for the Program is:

Oscar Mosquera, Manager
Program Development Section
External Relations Branch
Public Safety Division
Ministry of Community Safety and Correctional Services
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