



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

February 26, 2009

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
Connie Phillipson

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

Dear Mr. Kelly:

At its meeting on February 25, 2009, the Regional Municipality of York Police Services Board received the attached report from Chief Armand P. La Barge entitled *Police Officers Recruitment Fund* and approved the following recommendations:

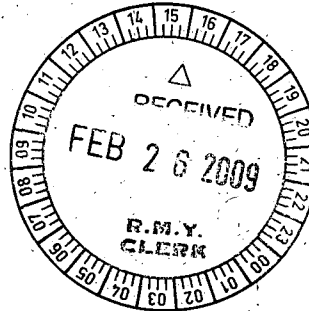
1. That the Board approve the Police Officers Recruitment Fund program from the Ministry of Community Safety and Correctional Services; and
2. That the Chairman be authorized to execute the agreement in accordance with Recommendation #1, subject to prior review by York Region Legal Services; and
3. That the Board forward the agreement to the Regional Municipality of York requesting a resolution of Council authorizing the Region of York to enter into this agreement with the Ministry of Community Safety and Correctional Services.

Therefore, on behalf of the Police Services Board, I request that you forward the attached Agreement to Regional Council for its approval.

Yours truly,

Connie Phillipson
Executive Director

Attachment



REGION OF YORK
CLERK'S OFFICE

FILE No. - *p03*



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

25 FEBRUARY 2009

Police Officers Recruitment Fund

RECOMMENDATIONS

1. That the Board approve the Police Officers Recruitment Fund program from the Ministry of Community Safety and Correctional Services; and
2. That the Chairman be authorized to execute the agreement in accordance with Recommendation #1, subject to prior review by York Region Legal Services; and
3. That the Board forward the agreement to the Regional Municipality of York requesting a resolution of Council authorizing the Region of York to enter into this agreement with the Ministry of Community Safety and Correctional Services.

SYNOPSIS

The federal government committed to funding additional police officers in communities across Canada for a period of five years. York Regional Police has been allocated funding for up to ten officers under the Police Officers Recruitment Fund. The funding covers salary related costs to a maximum of \$70,000 per annum per officer. Officers hired must be additional to your sworn strength as of, and retroactive to, April 1, 2008.

FINANCIAL IMPLICATIONS

Grant funding for 2009 in the amount of \$700,000 has been included in the proposed 2009 Operating Budget. Retroactive funding in the amount of \$438,000 has been accrued against the 2008 Operating Budget based on ten experienced officers hired after April 1, 2008.

During the first two years of the program, overtime expenditures may be used to supplement the claim as necessary. This will allow York Regional Police to claim the full grant of \$700,000 per annum back to April 1, 2008. This grant will be paid at the beginning of each fiscal year.

BACKGROUND

In 2006, the federal government pledged \$400 million to put 2,500 new officers on Canadian streets. The Ministry of Community Safety and Correctional Services is participating in the federal government's Police Officers Recruitment Fund which was created in the 2008 Federal Budget. This federal government initiative is a five year program, with no commitment to fund after the five year period. The Ministry continues to advance the position to the federal government that, like the Community Policing Partnerships Grant and the Safer Communities – Thousand Officer Policing Partnerships Grant, funding should be provided in perpetuity.

The Province of Ontario will receive \$156 million in federal funding over five years to hire more officers. Under the province's plan, \$78 million will go to hire 125 new Ontario Provincial Police officers, \$58 million for municipal police services to hire up to 164 new officers and \$20 million will fund 40 new officers for First Nations police services.

The agreement shall commence on April 1, 2008, and shall expire on March 31, 2013, with funding provided at the beginning of each fiscal year. During the first two years of the program, April 1, 2008 to March 31, 2010, any unspent funds may be directed towards overtime for new and existing officers.

York Regional Police has been allocated \$700,000 in funding for up to ten officers with 100 percent funding of salary related costs to a maximum of \$70,000 per annum per officer. Overtime expenditures may be used to supplement the claim as necessary during the first two years of the program.

The agreement was reviewed by York Region Legal Services and the Ministry requires a resolution by Regional Council authorizing council to enter into this agreement.

The Municipality and the Board shall use grant funds only for the purposes set out in the Agreement and any part of the grant funds that have not been used or accounted for by the Board or the Municipality by the end of any fiscal year during the term of this agreement shall be returned to the Ministry immediately upon the request of the Ministry.



Armand P. La Barge, O.O.M
Chief of Police

APL/mh

**Ministry of Community Safety
and Correctional Services**

Public Safety Division

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3
Tel.: 416 314-3000
Fax: 416 314-4037

**Ministère de la Sécurité communautaire
et des Services correctionnels**

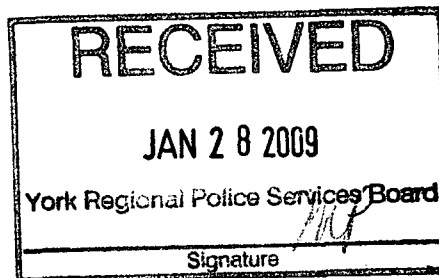
Division de la sécurité publique

25, rue Grosvenor
12^e étage
Toronto ON M7A 2H3
Tél.: 416 314-3000
Téléc.: 416 314-4037



January 27, 2009

Mayor David Barrow
Chair
Regional Municipality of York Police Services Board
17250 Yonge Street
Newmarket ON L3Y 4W5



Dear Mayor Barrow:

On October 24, 2008, the ministry advised you of your allocation under the Police Officers Recruitment Fund. We are pleased to confirm that York Regional Police Service will receive a total of 10 officers. This grant will be paid at the beginning of each fiscal year. In the first two fiscal years (2008/09 and 2009/10), any unspent funds may be directed towards overtime for new and existing officers.

The attached Contractual Agreement, with Schedules, must be executed between the ministry and your Police Services Board, Band Council or Municipality, as applicable. The grant must be used in accordance with the terms and conditions set out in Schedule A and the Confirmation Form, attached as Schedule B.

Enclosed are three copies of the Contractual Agreement and Schedules. Please have all copies signed and returned to the ministry at your earliest convenience. Please direct these documents to the attention of:

**Ram Thanabalasingam
Program Development Section
Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3**

If you have any questions, please contact Ram at (416) 314-0158.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Waldie".

Stephen Waldie
Director
External Relations Branch

Enclosures

c: Chief Armand LaBarge

THIS AGREEMENT made as of the _____ day of _____, 2009.

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 the Ministry will participate with the **Police Officers Recruitment Fund** (the "Program") as part of the federal government's commitment to put more police officers on the streets to further community safety;

AND WHEREAS the objective of the Program is to enable the hiring of 164 New Police Officers across the province to enhance police presence within local municipalities;

AND WHEREAS the Ministry has agreed to contribute to the Program and provide funds for officer(s), provided your police service meets the eligibility criteria set out in Section 14.

AND WHEREAS the Ministry has agreed to fund the Board by granting funds to the Municipality for the purpose of increasing the number of sworn officers of the **York Regional Police Service** for meeting the objectives of the Program;

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

1.0 Definitions

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

- (a) **"Agreement"** means this Agreement entered into between the Ministry and the Municipality and the Board and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) **"Fiscal Year"** means from April 1st in the year the Grant Funds were provided and until the following March 31st;
- (c) **"Grant Fund(s)" or "Grant Funding"** means the grant funds provided to the Municipality by the Ministry pursuant to this Agreement;
- (d) **"Recipient"** means the **Regional Municipality of York** or the **Regional Municipality of York Police Services Board**;
- (e) **"New Police Officer(s)"** means new recruit(s) hired after April 1, 2008.
- (f) **"Existing Officer(s)"** means officer(s) hired prior to April 1, 2008.
- (g) **"Benchmark"** means police service sworn officer(s) strength as of April 1, 2008.

2.0 Term of the Agreement

2.1 The Agreement shall commence on April 1, 2008 and shall expire on March 31, 2013 unless terminated earlier pursuant to either section 17.1 or 18.1 of this Agreement.

3.0 Grant Funding

- 3.1 In accordance with Schedule "A", the Ministry shall cost-share approximately 100% up to a cap of \$70,000.00 per officer per annum to the Municipality to provide to the Board so that the Board can employ new officers full-time.
- 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.
- 3.5 Where the Ministry has provided Grant Funds in excess of the actual amount of the services for which the Grant is intended, the Grantee shall refund to the Ministry such portion of the Grant Funds at the time at which the excess is known to the Grantee or upon the expiry of this Agreement.

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 each:
- (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 of the use of the Grant Funding by the Municipality or Board.
- 7.3 To assist the Ministry in the task described in this section, the Municipality and the Board each shall provide any other information as the Ministry reasonably requests.
- 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/or the Board expended the Grant Funds;
- (b) determining whether, and to what extent, the Municipality and/or the Board expended the Grant Funds with due regard to economy and efficiency; and
- (c) determining whether the Municipality and/or 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/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 Eligibility

- 14.1 Officers eligible under this Program must be hired after April 1, 2008 but before March 31, 2010.
- 14.2 Officers hired under the program must not be hired to offset officer(s), retired officer(s) or to replace an officer(s) that have left the services.
- 14.3 Police Services that are participants under the Safer Communities – 1,000 Officers Partnership Program must have their benchmark equal to or over their police service strength as of October 23, 2003 plus their allocated officer(s) for the Safer Communities – 1,000 Officers Partnership Program.
- 14.4 Police Services that are only participants under the Community Policing Partnership Program must have their benchmark equal to or over their police service strength as of June 15, 1998 plus their allocated officer(s) for the Community Policing Partnership Program.

15.0 Inspection

- 15.1 The Ministry reserves the right to inspect any aspect being carried out under the Program at any time.

16.0 Assignment

- 16.1 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.

17.0 Termination by Ministry for Convenience

- 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 at any time, for any reason, upon giving at least thirty (30) days notice to the Municipality and the Board.
- 17.2 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 end of the notice period.

18.0 Termination by the Ministry

- 18.1 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;
 - (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.

18.2 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;
- (d) 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.

18.3 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;
- (d) the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Municipality and the Board.

18.4 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.

19.0 Grant Funding Upon Termination

19.1 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 as determined by the Ministry pursuant to section 17.2.

19.2 If this Agreement is terminated by the Ministry pursuant to section 18.1, 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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 22.

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

20.1 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.

20.2 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.

- 20.3 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.

21.0 Counterparts

- 21.1 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.

22.0 Notices

- 22.1 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

Address:
17250 Yonge Street
Newmarket ON L3Y 4W5
Attention:
Mr. Bill Fisch
Regional Chair & CEO

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:
Mayor David Barrow
Chair
Fax: (905) 895-5249
Telephone: (905) 773-1222

- 22.2 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.

23.0 Confidentiality

- 23.1 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.
- 23.2 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. The Municipality and the Board acknowledge that all information provided to the Ministry is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F, 31.

24.0 Severability of Provisions

- 24.1 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.

25.0 Waiver

- 25.1 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.

26.0 Independent Parties

- 26.1 The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venture, 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.

27.0 Assignment of Agreement or Grant Funds

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

28.0 Governing Law

28.1 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.

29.0 Further Assurances

29.1 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.

30.0 Circumstances Beyond the Control of Either Party

30.1 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.

31.0 Survival

31.1 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.

32.0 Allocation

32.1 All allocated officer(s) must be hired before March 31, 2010.

32.2 Ministry must be notified by the Board if the police service is unable to hire their allocated officer(s) before March 31, 2010

32.3 If section 32.1 is not met, this Agreement will be terminated by the Ministry pursuant to section 18.1 and the Ministry may require repayment of any funds provided to the Municipality or Board, in like manner as set out in Article 19 herein.

33.0 Schedules

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

- (a) Schedule "A" (Funding Payment Schedule)
- (b) Schedule "B" (Confirmation Form)
- (c) Schedule "C" (Report)

34.0 Entire Agreement

34.1 This Agreement together with the attached schedules listed in section 32.1 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.

34.2 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

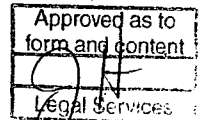
Authorized Signatory for the Ministry
Stephen Waldie
Director
External Relations Branch

Regional Municipality of York

per:

Date

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



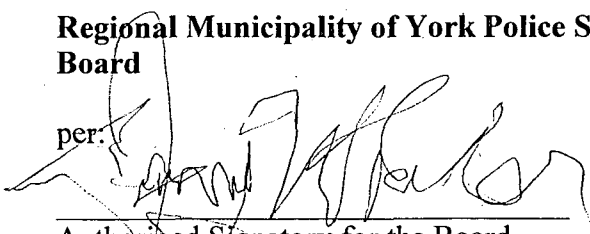
Witness

Print Witness Name

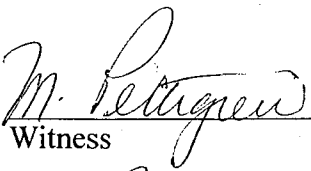
**Regional Municipality of York Police Services
Board**

per:

February 25, 2009
Date



Authorized Signatory for the Board
Name: ~~Mayor David Barrow~~ DANNY WHEELER
Position: Chair~~man~~


Witness

M. PETTIGREW
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 _____, 2009.

Allocation

1. The Ministry agrees to cost-share a total of **10** police officer(s) of which \$70,000.00 per officer per year has been allocated, for a total of 700000.
2. By March 31, 2010, all allocated officers under the Program must be hired.
3. The Ministry agrees to cost-share overtime costs for existing officer(s) for the first two years of the program, if the total allocated funds are not used by the allocated officer(s).
4. After the first two years, the funds allocated in the amount of \$70,000.00 per officer per year will only be used for the officer(s) allocated under the program for the salary, benefits and overtime costs.
5. Funds will be provided during the beginning of each government fiscal year, which runs from April 1st to March 31st.
6. Funds will be provided only for five years, from April 1, 2008 to March 31, 2013.
7. The Grant shall be used by the Board and the Municipality solely for the purposes of enhancing their police presence with local municipalities 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 April 1, 2008 benchmark complement, self-declared to the Ministry in Schedule "B"**.
8. 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.
9. If the Board and the Municipality is a participant in the existing Safer Communities – 1,000 Officers Partnership 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.

April 1, 2008 Benchmark

10. The Program will increase the actual total number of sworn officers above the April 1, 2008 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

11. The Grant shall be used to cost-share the costs of salaries, overtime and payroll benefits to approximately 100% up to a cap of \$70,000 per officer per annum for officers hired under the Program.
12. For the first two years of the Program, In the case where the Grant Funds are not used up for the allocated officer(s) under the Program, the Grant Funds may be used by the Grantee to offset the overtime cost of any Existing Officer(s).

Reporting Requirements

13. In order to receive the cost-shared payment each fiscal year, to cover the officer(s) salary-related costs incurred from April 1st to March 31st, the Board and the Municipality shall, by March 15th of each Fiscal Year that the Agreement is in effect, submit a report, in the form provided in Schedule "C". The report shall include the following information:
 - (a) the name(s) of the police officer(s) hired under the Program, the date hired, salary paid to date and salary requested (approximately insert %);

Payment Schedule

14. The Ministry will provide the funds to the Board/Municipality annually at the beginning of each government's fiscal year.
15. 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 reports.
16. Approval of the annual report is at the sole discretion of the Ministry.

Return of Unused Funds

17. 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

18. 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



Ontario

POLICE OFFICERS RECRUITMENT FUND Confirmation Form

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

Section A: POLICE SERVICE/GRANTEE INFORMATION

Name of Police Service:

York Regional Police Service

Police Service Contact Information:

Title: Chief Of Police Salutation: First Name: Armand
Last Name: LaBarge E-mail: 334@yrp.ca
Address 1: 17250 Yonge Street
Address 2:
City: Newmarket Postal Code: L3Y-4W5
Tel #: (905) 895-1221 Fax #: (905) 895-4149

Municipality or Regional Municipality or Band Council Name and Contact Information:

Name of Municipality or Regional Municipality or Band Council: Regional Municipality of York

Title: Regional Chair Salutation: Mr. First Name: Bill
Last Name: Fisch E-mail: Regional.Chair@york.ca
Address 1: 17250 Yonge Street
Address 2:
City: Newmarket Postal Code: L3Y-4W5
Tel #: Fax #:

Name and Contact Information of Police Services Board or First Nations Commission:

Name of Police Services Board or First Nations Commission: Regional Municipality of York Police Service Board

Title: Chairman Salutation: Mr. First Name: Danny
Last Name: Wheeler E-mail: Psb@yrp.ca
Address 1: 17250 Yonge Street
Address 2:
City: Newmarket Postal Code: L3Y-4W5
Tel #: (905) 830-0303 Fax #: (905) 895-5249

Section B: PROFILE OF POLICE SERVICE

Q1) Number of sworn officers as of April 1, 2008 (benchmark) (i.e. actual uniform strength): 1324
Q2) Number of sworn officers as of the date of this application: 1365
Q3) Number of sworn officer(s) allocated: up to 10
Q4) Total funds allocated: up to \$700,000.00
Q5) Number of officer(s) currently eligible: up to 41
Q6) Estimate total cost of officer(s) currently eligible from April 1, 2008 to March 31, 2009 (include salary, benefits and overtime): \$662,176.00
Q7) Remaining eligible allocated officer(s) to be hired before March 31, 2010? 31
Q8) If you have remaining officer(s) to be hired, how many will you be able to hire before March 31, 2010?
Q8) Estimate total costs remaining to be claimed from April 1, 2008 to March 31, 2009: \$37,824.00

Please note that for the first two years of the program, you may use overtime cost for existing officer(s).

Q9) Estimate the total overtime costs of officer(s) from April 1, 2008 to March 31, 2009?
Q10) If additional officers become available, will your police service be able to hire additional officers under this program? (YES or NO) YES
Q11) If yes, how many? 31

Section C:

Chief of Police: (Please Print Name) Chief Armand LaBarge	Name of Police Service: York Regional Police
Signature: 	Date: November 14, 2008
Police Services Board: (Please Print Name) Danny Wheeler J. Persichini	Name of Police Services Board/First Nations Commission: Regional Municipality of York Police Service Board
Signature: 	Date: November 14, 2008
Municipality/Band Council: (Please Print Name) Bill Fisch	Name of Municipality/Band Council: Regional Municipality of York
Signature: 	Date: November 14, 2008

Police Officers Recruitment Fund
Schedule C: Report Form

Police Service Name:

#	Officer's Name		Hired Date			Recruit (R) or Experienced Hire (E)	Salary		
	First Name	Last Name	Date	Month	Year		Total Salary Paid From April 1, 2008 to March 31, 2009	Total Overtime Paid From April 1, 2008 to March 31, 2009	Total
1									\$0.00
2									\$0.00
3									\$0.00
4									\$0.00
5									\$0.00
6									\$0.00
7									\$0.00
8									\$0.00
9									\$0.00
10									\$0.00
11									\$0.00
12									\$0.00
13									\$0.00
14									\$0.00
15									\$0.00
16									\$0.00
17									\$0.00
18									\$0.00
19									\$0.00
20									\$0.00
21									\$0.00
22									\$0.00
23									\$0.00
24									\$0.00
25									\$0.00
26									\$0.00
27									\$0.00
28									\$0.00
29									\$0.00
30									\$0.00
31									\$0.00
32									\$0.00
33									\$0.00
34									\$0.00
35									\$0.00
36									\$0.00
37									\$0.00
38									\$0.00
TOTAL							\$0.00	\$0.00	\$0.00