CITY OF HAMILTON

Hamilton Police Services Board

Report to: Mayor & Members Committee of the Whole
Submitted by: Lois Morin Administrator

Date: May 31, 2007
Prepared by: Lois Morin Administrator
905-546-2727

SUBJECT: Community Policing Partnerships (CPP) Program Agreement with Ministry of Community Safety and Correctional Services for Additional Funding for Front-line Officers (City Wide) (PSB98-069f)

RECOMMENDATION:

That the Mayor and City Clerk be authorized and directed to execute the Community Policing Partnerships (CPP) Program Agreement respecting additional funding for front-line officers between the Province of Ontario, the City of Hamilton and the Hamilton Police Services Board, such agreement to be in a form satisfactory to Corporate Counsel.

Lois Morin, Administrator
Police Services Board

EXECUTIVE SUMMARY:

The Police Services Board met on Tuesday May 22, 2005 and respectfully submits the above recommendation which, the Police Board approved. As outlined in the attached report (PSB 98-069f), the agreement was to be forwarded to City Council for execution. The Community Policing Partnerships Program Agreement has been reviewed and approved by Legal Counsel to the Police Service.
SUBJECT: Community Policing Partnerships (CPP) Program
Agreement with Ministry of Community Safety and Correctional Services for Additional Funding for Front-line Officers
(City Wide) (PSB98-069f)

BACKGROUND:
(see attached report PSB 98-069f)

ANALYSIS OF ALTERNATIVES:
(see attached report PSB 98-069f)

FINANCIAL/STAFFING/LEGAL IMPLICATIONS:
(see attached report PSB 98-069f)

POLICIES AFFECTING PROPOSAL:
(see attached report PSB 98-069f)

CONSULTATION WITH RELEVANT DEPARTMENTS/AGENCIES:
(see attached report PSB 98-069f)

CITY STRATEGIC COMMITMENT:
(see attached report PSB 98-069f)

Attachment: PSB 98-069f
Community Policing Partnerships (CPP) Program
Agreement with Ministry of Community Safety and Correctional Services for Additional Funding for Front-line Officers

cc Chief Brian J. Mullan, Hamilton Police Service
Deputy Chief Eric Girt, Field Support, Hamilton Police Service
Deputy Chief Ken Leendertse, Community Policing, Hamilton Police Service
Marco Visentini, Legal Counsel
HAMILTON POLICE SERVICES BOARD

- RECOMMENDATION -

DATE: 2007 May 8

REPORT TO: Chairman and Members
            Hamilton Police Services Board

FROM: Brian J. Mullan
       Chief of Police

SUBJECT: Community Policing Partnerships (CPP) Program
         Agreement with Ministry of Community Safety and Correctional
         Services for additional funding for front-line officers
         (PSB 98-069f)

RECOMMENDATIONS:

a) That the Board direct the Chairman to execute the Community Policing
   Partnerships (CPP) Program Agreement between Her Majesty in Right of
   Ontario as represented by the Minister of Community Safety and Correctional
   Services, the City of Hamilton and the Hamilton Police Services Board, in a form
   satisfactory to Legal Counsel to the Police Service; and

b) That the Board direct the Administrator for the Board to refer the Agreement,
   together with this Report, to the City of Hamilton, for execution of the
   Agreement by the City of Hamilton;

_____________________________________________________________________

Brian J. Mullan
Chief of Police

FINANCIAL / STAFFING / LEGAL IMPLICATIONS:

FINANCIAL – n/a

STAFFING – n/a

LEGAL – The Community Policing Partnership Program, with the Province of
Ontario, provides grant funding to increase front-line operational
policing presence and full-time Community Policing Partnership
(CPP) activities for 29 police officers. The proposed Agreement
reflects previous Agreements between the Board, the City and the
Province. The salient terms of the Agreement are as follows:
1. The Agreement commences on April 1, 2007 and shall expire on March 31, 2009;

2. The Grant shall be used only to pay half the cost 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 fulltime CPP Activities. The Ministry's share of overtime will not exceed $5,000.00 per officer;

3. The Municipality and the Board shall indemnify the Ministry from and against all costs incurred as a result of a claim or proceeding related to the Municipality's or Board's activities under the Program, unless caused by the negligence or wilful act of an officer, employee or agent of the Ministry;

4. The Ministry shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of profit of the Municipality or the Board arising out of or in any way related to the Program or the Agreement;

5. The Municipality and the Board shall ensure proper accounting records are kept in respect of the Program;

6. The Municipality and the Board shall maintain all materials and records associated with the Program for a period of seven (7) years following termination of the Agreement;

7. There must be strict compliance with the Grant Funding guidelines. Schedule "A" to the Agreement specifically states that the Grant shall be used "solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes". Moreover, 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. 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 Agreement contains extensive provisions allowing the Ministry to perform full or partial compliance audits.

BACKGROUND:

In 1998, the Province of Ontario established the Community Policing Partnerships (CPP) Program as part of the government's commitment to make Ontario communities safer by enhancing police visibility and increasing front-line operational presence. This Agreement represents a continuation of the funding Program whereby the Ministry of Community Safety and Correctional Services grants funding to the Municipality, up to a maximum of $30,000.00 per officer, for the purpose of maintaining the increased number of Sworn Officers of the Hamilton Police Service for enhanced police visibility.

According to Schedule "B" to the Agreement, the Hamilton Police Service is authorized to use the grant funding to engage in Community Policing Partnerships Activities for the following initiatives:

1. **Highway Traffic Safety**
   
a) to improve traffic safety by enhancing public awareness of traffic laws through vehicle safety initiatives, through increased traffic enforcement, and by increasing police visibility on streets and highways City-wide; and

b) to decrease the number of fatal accidents Region-wide.

2. **Business District Foot Patrol**
   
a) to improve Police visibility; and

b) to decrease the fear of crime in Business Districts across the City.

3. **Air Support Unit**
   
a) to improve the apprehension capabilities of the Police Service by providing helicopter support during peak time periods.

BJM/M. Visentini


cc: Deputy Chief Kenneth Leendertse, Community Policing
   Deputy Chief Eric Girt
   Ted Mason, Chief Accountant
   Rosemarie Auld, Human Resources Manager
   Marco Visentini, Legal Counsel
THIS AGREEMENT made as of the ____ day of ____________, 2007.

BETWEEN:

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

(the “Ministry”)

- and -

City of Hamilton

(the “Municipality”)

- and -

Hamilton 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 Municipality and the Board applied to the Ministry in [insert date of application] for funding under the Program to increase front-line operational policing presence;

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 Hamilton 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, 2007 and shall expire on March 31, 2009 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 willful 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: Eve Roknic, A/Manager, Program Development Section, Police Support Services Branch, Public Safety Division

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

To the Municipality:

City of Hamilton
City Hall, 71 Main St. W.
Hamilton ON L8P 4Y5

Attention: His Worship Fred Eisenberger Mayor
Fax: (905) 546-2095
Telephone: (905) 546-2489

To the Board:

Hamilton Police Services Board
71 Main Street West, 2nd Floor
Hamilton ON Hamilton

Attention: Mr. Bernie Morelli Chair
Fax: (905) 546-4720
Telephone: (905) 546-2727

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

City of Hamilton

per:

Date

Authorized Signatory for the Municipality
Name:
Position:

Witness

Print Witness Name

Hamilton Police Services Board

per:

Date

Authorized Signatory for the Board
Name:
Position:

Witness

Print Witness Name
Schedule "A"

Attached to and forming part of the Agreement between the Ministry of Community Safety and Correctional Services and City of Hamilton and Hamilton Police Services Board dated the _____ day of ____________, 2007.

Allocation

1. The Ministry agrees to cost share 29 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 on [insert date] and attached 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:

Eve Roknic
A/Manager, Program Development Section
Police Support Services Branch
Public Safety Division
Ministry of Community Safety and Correational Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3
## SCHEDULE B

### SECTION A:

<table>
<thead>
<tr>
<th>Name of Police Services Board:</th>
<th>Address of Police Services Board:</th>
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</table>
| Hamilton-Wentworth Regional Police Services Board | 71 Main Street West  
Hamilton ON L8P 4Y5 |

<table>
<thead>
<tr>
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<tr>
<td>Hamilton-Wentworth Regional Police Service</td>
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<th>Name of Municipality or Regional Municipality:</th>
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| Regional Municipality of Hamilton-Wentworth   | 71 Main Street West  
Hamilton ON L8P 4Y5 |

<table>
<thead>
<tr>
<th>Name of Contact Person:</th>
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<th>Fax #:</th>
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<tr>
<td>Kenneth D. Robertson</td>
<td>905-546-4700</td>
<td></td>
</tr>
<tr>
<td>Chief of Police</td>
<td></td>
<td>905-546-4752</td>
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</table>
SECTION B: GOALS AND OBJECTIVES

Name of Police Service: Hamilton-Wentworth Regional Police Service

The Hamilton-Wentworth Regional Police Service intends to increase public safety by improving the visibility of their members in a proactive and reactive manner.

Initiatives include Highway/Traffic Safety; Business District Foot Patrol; and Air Support. The goals of these initiatives are:

1. Highway/Traffic Safety -- to improve traffic safety by enhancing public awareness of traffic laws through vehicle safety initiatives, through increased traffic enforcement, and by increasing police visibility on streets and highways region wide; and to decrease the number of fatal accidents region wide.

Objectives include: creating a four (4) member Traffic Enforcement Unit which will develop and deliver traffic enforcement/education initiatives region wide -- Implementation timeline: June 1999; improve traffic problem solving capabilities by increasing the number of officers assigned as Divisional Safety Officer by nine (9) -- Implementation timeline: June 1999; improve traffic safety on the highways obtained through the OPP disentanglement by establishing additional patrol units (beats) in Divisions Two and Three -- Implementation timeline: June 1999 (four (4) officers) and January 2000 (six (6) officers).

2. Business District Foot Patrol -- to improve police visibility and decrease the fear of crime in Business Districts across the Region.

Objectives include: deploying Foot Patrol Officers on a full-time basis to Business Districts in Patrol Divisions; reduce the frequency of malicious damage, theft and the fear of crime within the noted Business Districts.

3. Air Support Unit -- to improve the apprehension capabilities of the Hamilton-Wentworth Regional Police Service by providing helicopter support during peak time periods.

Objectives include: establishing and staffing an Air Support Unit for deployment across the region. Timeline: January 2000.
Community Police Partnerships (CPP) Program

Name of Police Service: Hamilton-Wentworth Regional Police Service

SECTION G:

COMPLEMENT VARIANCE

| Number of Sworn Officers as of June 15, 1998 | 676 |

Comments:

SECTION D:

TRANSITIONAL PROVISION

(1)

(2)
### Number of New Officers

Number of Sworn Officers as of June 15, 1998: 676

Number of Proposed New Front-line Officers Under the CPP Program: 34

### Five-Year Plan for New Officers

<table>
<thead>
<tr>
<th>Year</th>
<th>A (Number of New Officers)</th>
<th>B (Salary Per Officer)</th>
<th>C (Total Salary (A x B))</th>
<th>D (Salary Requested (50% C))</th>
<th>E (Proposed O/T Hours For New Officers)</th>
<th>F (O/T Rate/ Hour)</th>
<th>G (Proposed O/T Costs* (F x G))</th>
<th>H (O/T Requested (50% G))</th>
<th>I (Total Amount Requested (D + H))</th>
<th>J (Total Allocation Recommended)</th>
<th>K (No. of Officers Recommended)</th>
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<td>Year 1</td>
<td>16</td>
<td>$28,336.11</td>
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<td>$259,785.46</td>
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<td>Year 2</td>
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<td>Year 3</td>
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<td>$44,770.53</td>
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<tr>
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<td>Year 5</td>
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* Ministry will pay on the basis of actual overtime incurred.

** Ministry will pay 50% of overtime to a maximum of $10,000 (up to $5,000 ministry share) per officer.

*** Years do not refer to the municipal fiscal year but are based on the Ontario Government fiscal year which runs from April 1st to March 31st (e.g., Year 1 refers to April 1, 1998 to March 31, 1999).
## COMMUNITY POLICING PARTNERSHIP PROGRAM (CPP)

**Name of Police Service:** Hamilton-Wentworth Police Service

### SECTION 6: Year 1 Transitional Provision For Existing Officers

<table>
<thead>
<tr>
<th>Number of Officers</th>
<th>Proposed O/T Hours*</th>
<th>O/T Costs** (Average)</th>
<th>O/T Requested (50%)</th>
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<tbody>
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</table>

* Ministry will pay on the basis of actual overtime incurred.
** Ministry will pay 50% of overtime to a maximum of $10,000 (up to $5,000 ministry share) per officer.

12/4/98
COMMUNITY POLICING PARTNERSHIPS (CPP) PROGRAM
SEPTEMBER 30TH INTERIM REPORT
AND MARCH 15TH ANNUAL REPORT
FISCAL YEAR 200_/200_
SCHEDULE “C”

Attached to and forming part of the Agreement between the Ministry of Community Safety and Correctional Services and City of Hamilton and Hamilton Police Services Board dated the _____ day of ____________, 2007.

CPP - Statistical Information Sheet
REFER TO GUIDELINES FOR INSTRUCTIONS ON COMPLETING THE SCHEDULE “C” FORM.

Part A - POLICE SERVICE INFORMATION (Please complete all boxes)

<table>
<thead>
<tr>
<th>Police Service Name:</th>
<th>Phone Number:</th>
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<tbody>
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<tr>
<th>Police Service Address:</th>
<th>Fax Number:</th>
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<thead>
<tr>
<th>Name of Contact Person:</th>
<th>Signature of Authorized Official:</th>
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<tr>
<th>Contact Person’s e-mail address:</th>
<th>Authorized Official’s Rank/Title/Position:</th>
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Part B - STATISTICAL INFORMATION (Please complete all boxes)

<table>
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<tr>
<th>Number of Sworn Officers as of March 15, 200</th>
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<thead>
<tr>
<th>Number of Sworn Officers as of September 30, 200</th>
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<tr>
<th>Population of area served by your police service</th>
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<tr>
<th>Number of Sworn Officers as of June 15, 1998</th>
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Part C – DESCRIPTION OF FRONT-LINE OFFICERS HIRED UNDER THE CPP PROGRAM
(SEE ATTACHED EXCEL SPREADSHEET – REFER TO APPENDIX A TO OPEN ELECTRONIC VERSION OF PART C)

CPP Interim Report for the period April 1 to September 30 – FY 200_/200_
CPP Final Report for the period October 1 to March 31 – FY 200_/200_
Ministry of Community Safety and Correctional Services, Province of Ontario
### Reporting Period - April 1, 2007 - March 31, 2008

**Part C Description of Officers Hired Under the CPP Program**

Please attach an additional sheet if required. If you are using the electronic format of the form, insert additional rows into the table by clicking "insert rows" from the Table menu.

**Note:** Overtime claims, up to an annual maximum of $10,000 (50% ministry share, up to $5,000) will be submitted only time in the final report due March 31 every year.

<table>
<thead>
<tr>
<th>Name of Officer</th>
<th>Date Hired</th>
<th>Hired Under Original CPP Program or Criminal Intelligence Initiative</th>
<th>Officer Classification (Recruit or Experienced) (Previous or New Hire)</th>
<th>FOR NEW RECRUITS ONLY Eligible Funding date (15 days before recruit class)</th>
<th>Total Salary Paid (From April 01 to Sept. 30, 2007)</th>
<th>Salary Requested (50%)</th>
<th>Total Salary Paid (From Oct. 01, 2007 to Mar. 31, 2008)</th>
<th>Salary Requested (50%)</th>
<th>Total Annual Salary Requested (to a maximum of $30,000)</th>
<th>Overtime Rate</th>
<th>Total of Actual Overtime Hours</th>
<th>Overtime Requested (50% to a maximum of $5,000; included in $30,000 max)</th>
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CPP Interim Report for year 200/200, Ministry of Community Safety and Correctional Services, Province of Ontario

CPP Final Report for year 200/200, Ministry of Community Safety and Correctional Services, Province of Ontario