

THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW #07-2021

**BEING A BY-LAW TO AUTHORIZE THE SIGNING OF AN AGREEMENT
WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE SOLICITOR GENERAL FOR THE PROVISION OF
POLICE SERVICES WITHIN THE MUNICIPALITY OF THE TOWN OF
SHELBURNE**

Whereas Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides a municipality with the powers of a natural person for the purpose of exercising its authority under this or any other *Act*;

And Whereas Section 5 of the *Police Services Act*, R.S.O. 1990, c. P. 15, as amended, permits a municipality to discharge police services by entering into an agreement under Section 10 to have police services provided by the Ontario Provincial Police;

And Whereas Section 10 of the *Police Services Act*, R.S.O. 1990, c. P. 15, as amended states the Solicitor General may enter into an agreement with the Council of a municipality for the provision of policing services for the municipality by the Ontario Provincial Police;

Now Therefore Be It Resolved That the Council for the Corporation of the Town of Shelburne enacts as follows:

1. That the Town accepts the Ontario Provincial Police Contract Policing Proposal dated January 29, 2021;
2. That the Shelburne Police Services Board, Shelburne Police Service and the Chief Administrative Officer are authorized to take the necessary steps to implement the transition and amalgamation of the Shelburne Police Service with the Ontario Provincial Police;
3. That the Mayor and Clerk are hereby authorized to execute any documents or agreements required to implement and finalize the transition and amalgamation of the Shelburne Police Service with the Ontario Provincial Police within the scope and in accordance with the Ontario Provincial Police Contract Policing Proposal dated January 29, 2021.
4. That this By-law shall come into full force and effect upon receipt of a duly signed copy of an agreement with the Her Majesty the Queen in right of Ontario. as represented by the Solicitor General.
5. That By-law #33-2020 be rescinded.

By-law Read a First, Second and Third time, in Open Council, and Enacted this 22nd day of February 2021.

Mayor

Clerk

The term of this Agreement is from the 18th day of February 2021, to the 31st day of December 2024.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE POLICE SERVICES ACT, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
SOLICITOR GENERAL**

("Ontario")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWN OF SHELBURNE

(the "Municipality")

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number XXXX, dated XXXX (attached as Schedule "A");
- (d) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated January 29, 2021 (attached as Schedule "B");

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a)** “Annual Billing Statement” means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
 - (i) the Municipality's policing costs for the year following the year in which the statement is prepared, based on, among other items, an estimate of salary, benefit and overtime costs; and
 - (ii) a reconciliation of actual salary, benefit and overtime costs to those billed for the preceding year.
- (b)** “Board” means Town of Shelburne Police Services Board.
- (c)** “Commissioner” means the Commissioner of the O.P.P.
- (d)** “Detachment Commander” means the O.P.P. officer in charge of Dufferin Detachment.

General Provisions

- 3.** Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
- 4.** The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
- 5.** The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.
- 6.**
 - (a)** For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.
 - (b)** Municipal Building Code violations overseen by the Municipality's Building Code inspector and those by-laws related to animal control will not form part of this Agreement.

7. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Dufferin Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Service Levels

8. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to meet the minimum service level requirements set out in Schedule "C" attached to and forming part of this Agreement. No adjustment to the service levels as set out in Schedule "C" shall be made without the consent of the Municipality.

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

Liability of Ontario

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

Equipment and Facilities

10. Ontario shall supply or cause to be supplied all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
11. The Municipality will provide appropriate buildings as further set out in Schedule B. The parties will enter into negotiations concerning the provision of such buildings including, but not limited to, lease agreement or licence to occupy, where applicable.

Adequacy Standards Regulation

12. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
13. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.

14. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

15. (a) On or before October 01st in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.
- (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
16. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
- (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 17.
17. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
18. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.
19. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.

20. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.
21. Subject to reconciliation of salary, benefit and overtime costs, the total amount of money paid by the Municipality for police services in respect of any calendar year shall not exceed the Annual Billing Statement for that year, whether approved or not, with the exception of costs and expenses incurred as a result of the following:
- (a) increases with respect to wages, benefits or other employment matters,
 - (b) property and plant, equipment and fuel,
 - (c) compliance with any laws, by-laws, regulations or provincial standards which become applicable to this Agreement or the provision of police services following the approval of the Annual Billing Statement for that year, and
 - (d) any other matters which require the provision of municipal police services in the Municipality and which were beyond the control of Ontario or the O.P.P., and which were unforeseeable at the time of the approval of the Annual Billing Statement.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement ("Financial Disputes") or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement ("Policing Disputes").
- (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising, and use all best good faith efforts to resolve the dispute.
 - (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.

- (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.
23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
- (i) The language of the arbitration shall be English.
 - (ii) The place of the arbitration shall be the Town of Shelburne
 - (iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - (iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - (v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - (vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- (i) on consent of all parties;
 - (ii) as may be ordered by a court of competent jurisdiction;
 - (iii) the final decision of the arbitrator may be released.
- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.

- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the OPP in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary, and if sent by fax or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:
- (a) by mail to Ontario addressed to: The Solicitor General, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067.
 - (b) by mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, by fax to (705) 330-4191, or by email to opp.municipalpolicing@opp.ca
 - (c) by mail to the Municipality addressed to: The Mayor, Town of Shelburne, 203 Main Street East, Shelburne, Ontario, L9V 3K7, or by fax to (519) 925-6134
 - (d) by mail to the Board addressed to: The Town of Shelburne Police Services Board, 203 Main Street East, Shelburne, Ontario, L9V 3K7, or by fax to (519) 925-6134

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 18th day of February 2021, and shall conclude on the 31st day of December 2024.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Deputy Solicitor General, Community Safety, has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE MUNICIPALITY

Mayor

Clerk

Date signed by the Municipality _____

SCHEDULE “A”

**BY-LAW OF THE MUNICIPAL
COUNCIL**

Placeholder
For
Municipal
By-Law

SCHEDULE “B”

PROPOSAL FOR POLICE SERVICES



The Town of Shelburne

Contract Policing Proposal

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

Date: January 29, 2021

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Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing throughout Ontario. The OPP has provided municipal policing services under contract for over 70 years and currently maintains contracts with more than 140 communities across Ontario.

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

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

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

	Position	(1) FTE Contract Resources
-	Detachment Commander (Inspector)	0.18
-	Staff Sergeant - Detachment Manager	0.34
-	Sergeant	2.00
-	Constable	12.00
-	(2) Uniform Position (Subject to Review)	1.00
	Total Uniforms	15.52
-	Detachment Admin Clerk (Full-Time)	1.00
	Total Civilians	1.00

(1) "Full-Time Equivalent" (FTE) does not refer to an officer exclusively dedicated to the Agreement. It is a unit of hours of police services per annum. The number of hours for an FTE is subject to change from year to year, and will reflect the latest availability factor, currently at 1,417 hours per year. The availability factor for the billing year will be specified in the Annual Billing Statement for that year.

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

This proposal reflects the integrated policing concept, incorporating a policing services contract for the Town of Shelburne, along with other municipal and provincial policing responsibilities under one administration.

The Dufferin Detachment Commander would be responsible to oversee all aspects of service delivery. The OPP contract complement identified in this proposal would be assigned to the policing needs of the Town of Shelburne. Administrative and support resources would be shared and costed accordingly (e.g. Detachment Commander). The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as

applicable would provide assistance and supervision to the identified complement.

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

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

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

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

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

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

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

Any new community service programs considered may be implemented after consultation with the Town of Shelburne Council, the Town of Shelburne Police Services Board and the Dufferin Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the required resource levels are met. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. In this case, the Town of Shelburne will continue to benefit as additional staff are readily available from within the Dufferin

OPP Detachment as well as other detachments and regions, should the need arise.

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Dufferin OPP Detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The Dufferin Detachment will only accept Criminal Record and/or Vulnerable Sector check requests from residents of the Town of Shelburne. Such checks will be conducted on, and for the person making the request. The OPP does not conduct criminal record checks on behalf of any third party.

If the Town of Shelburne chooses to accept an OPP contract for its policing service, the Dufferin OPP Detachment Commander will assign resources, focusing on meeting the Town's unique policing needs.

Value for the Town of Shelburne:

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighbouring detachments, regional headquarters and general headquarters;
- Seamless access to comprehensive police services and infrastructure; and
- Work with the Detachment Commander in determining the local policing priorities and objectives through the Town of Shelburne Police Services Board.

The estimated policing cost for 2021 associated to this proposal based on the Uniform and Civilian **2021 Salary schedules** is **\$2,912,379**. This **does not** include the related initial start-up costs of **\$433,142** as listed on the OPP Contract Proposal Initial Costs. The total estimated cost for 2021 including initial start-up costs is **\$3,345,521**

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

Salary, benefits, overtime, statutory holiday payouts and shift premiums are reconciled at year-end to reflect the actual costs. The total number of Uniform FTE hours is also reconciled ensuring the minimum number of contractual hours were met. A breakdown of the costs has been included, as well as the salary and cost schedule for the year 2021.

Please Note:

Not included in this proposal are:

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

(Note - This proposal expires six months from the date of presentation to Council. At that time the costs and service levels identified in the proposal will be subject to review and revision where necessary.)

2021 OPP Cost Schedule for Amalgamating Police Services
(Based on 2020 OPP Municipal Cost-Recovery Formula^①)

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

<u>Item</u>	<u>2021 Estimates</u>																								
Uniformed Staff Salaries ^②	<table> <tr> <td>Inspector</td><td>\$163,514</td></tr> <tr> <td>Staff Sergeant</td><td>\$146,750 (Detachment Commander)</td></tr> <tr> <td>Staff Sergeant</td><td>\$136,731 (Detachment Manager)</td></tr> <tr> <td>Sergeant</td><td>\$122,479</td></tr> <tr> <td>Constable</td><td>\$104,552</td></tr> <tr> <td>Part-time Constable</td><td>\$ 83,335</td></tr> </table>	Inspector	\$163,514	Staff Sergeant	\$146,750 (Detachment Commander)	Staff Sergeant	\$136,731 (Detachment Manager)	Sergeant	\$122,479	Constable	\$104,552	Part-time Constable	\$ 83,335												
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Part-time Constable	\$ 83,335																								
Overtime Rate (Prov. Average) ^②	5.41% of uniformed staff salaries																								
Shift Premium ^②	\$1,033 per uniformed member - Sergeant and below																								
Statutory Holiday Payout ^②	\$3,873 per uniformed member (excluding part-time)																								
Civilian Staff Salaries ^②	<table> <tr> <td>Court Officer</td><td>\$67,187</td></tr> <tr> <td>Detachment Administrative Clerk</td><td>\$66,104</td></tr> </table>	Court Officer	\$67,187	Detachment Administrative Clerk	\$66,104																				
Court Officer	\$67,187																								
Detachment Administrative Clerk	\$66,104																								
Benefit Rates ^② (2019-20)	30.37% uniformed staff - non-commissioned 25.86% uniformed staff - commissioned 29.53% civilian staff (part-time 20.90%) 2% overtime payments																								
Support Salaries and Benefits (Cost per uniformed member)	<table> <tr> <td>Communication Operators</td><td>\$6,940</td></tr> <tr> <td>Prisoner Guards</td><td>\$1,853</td></tr> <tr> <td>Operational Support</td><td>\$5,129</td></tr> <tr> <td>RHQ Municipal Support</td><td>\$2,647</td></tr> <tr> <td>Telephone Support</td><td>\$ 120</td></tr> <tr> <td>Office Automation Support</td><td>\$ 673</td></tr> <tr> <td>Mobile and Portable Radio Support</td><td>\$ 264</td></tr> </table>	Communication Operators	\$6,940	Prisoner Guards	\$1,853	Operational Support	\$5,129	RHQ Municipal Support	\$2,647	Telephone Support	\$ 120	Office Automation Support	\$ 673	Mobile and Portable Radio Support	\$ 264										
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^② **Salary rates are based on weighted average rates of all OPP municipal detachment staff by rank, level and classification. The 2021 salaries include general salary rate increases set in 2019-2022 OPPA Uniform and Civilian Collective Agreement, 1.00% in January 2021 and 0.97% in July 2021 for Uniform and 1.00% in January 2021 for Civilian. Benefit rates are the most recent rates set by the Treasury Board Secretariat, (2020-21). The statutory holiday payouts and shift premiums will be reconciled to the 2021 provincial average. Overtime is reconciled to actual costs allocated to the municipality.**

^③ **Vehicle Usage cost is calculated without depreciation of \$2,743, as initial start-up costs in the contract proposal includes the purchase cost of vehicles. Depreciation will not be billed for the duration of the contract.**

OPP Annual Billing Statement Estimate
Town of Shelburne
Estimated Policing Costs for the period January 01, 2021 to December 31, 2021

Costs in accordance with the 2021 OPP Cost Schedule for Amalgamating Police Services (updated annually)

Salaries and Benefits

		Positions	\$/FTE	Total
Uniform Members	(Note 1)			
Inspector		0.18	163,514	29,432
Staff Sergeant		0.34	136,731	46,488
Sergeant		2.00	122,479	244,958
Constable		12.00	104,552	1,254,622
Uniform Position (Rank to be determined).	(Note 2)	1.00	104,552	104,552
Total Uniform Salaries		15.52		1,680,054
Overtime	(Note 3)			90,891
Statutory Holiday Payout			3,873	60,116
Shift Premiums	(Note 4)		1,033	15,493
Benefits	(Note 5)			510,723
Total Uniform Salaries & Benefits				2,357,276
Detachment Civilian Members	(Note 1)			
Detachment Administrative Clerk	Full-time	1.00	66,104	66,104
Total Detachment Civilian Salaries		1.00		66,104
Civilian Benefits - Full-Time Salaries	(Note 5)		29.53%	19,521
Total Detachment Civilian Salaries & Benefits				85,625
Support Costs - Salaries and Benefits				
Communication Operators			6,940	107,709
Prisoner Guards			1,853	28,759
Operational Support			5,129	79,602
RHQ Municipal Support			2,647	41,081
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Other Direct Operating Expenses				
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Mobile Radio Equipment Repairs & Maintenance			39	605
Office Automation - Uniform			2,603	40,399
Office Automation - Civilian			1,803	1,803
Vehicle Usage			5,551	86,156
Detachment Supplies & Equipment			502	7,791
Accommodation & Cleaning Contract			1,231	19,105
Uniform & Equipment	(Note 6)		2,102	32,623
Total Other Direct Operating Expenses				227,453
Sub-total Estimated Gross Policing Costs				2,943,909
Uniform & Equipment Year-One Adjustment	(Note 6)			(31,530)
Estimated Annual Policing Costs				\$ 2,912,379
Uniform, Equipment and Vehicle Initial Costs	(Note 7)			433,142
Total Estimated Policing Costs Including Initial Costs.				\$ 3,345,521

OPP Annual Billing Statement Estimate**Town of Shelburne****Estimated Policing Costs for the period January 01, 2021 to December 31, 2021****Costs in accordance with the 2021 OPP Cost Schedule for Amalgamating Police Services (updated annually)****NOTES TO STATEMENT**

This 2021 annual cost estimate is calculated based on costs detailed in the 2021 OPP Cost Schedule for Amalgamating Police Services. The OPP Cost Schedule is updated annually and each year's estimate of annual municipal police service costs is based on the most recent schedule in effect.

- 1) Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2021 salaries were estimated based on the 2021 rates set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of (1.00% in January 2021 and 0.97% in July 2021 for Uniform and 1.00% for Civilian). The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2019-20). Salary rates, Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.
- 2) Amalgamating staff subject to the Rank Level Determination process are indicated as "Uniform Position (Rank to be determined)" in this proposal, and, for the purposes of this costing, the Constable salary rate has been applied. This amount is subject to change. The municipality will be billed based on the finalized OPP rank classification. A total 15.52 uniform FTEs will be billed to the municipality irrespective of the rank determination process and the final number of senior Shelburne officers hired by the OPP.
- 3) Overtime is calculated for uniform members based on a provincial rate of 5.41% of uniform salaries. Overtime is reconciled to actual costs allocated to the municipality.
- 4) Shift Premium is calculated at \$1,033 per Sergeant, Constable and Uniform Position (rank to be determined) and reconciled to actuals.
- 5) The benefit rates are 25.86% for commissioned uniformed officers, 30.37% of salaries for uniformed officers, 29.53% for civilian staff and 2.00% for overtime payments.
- 6) Uniform & Equipment is calculated at \$2,102 per uniformed member. The first year of the contract the municipality will be required to pay for the Inspector/Staff Sergeant portion only, in the amount \$1,093. A reduction of -\$31,530 will be applied based on the number of amalgamating officers as initial costs are charged for the first year and, therefore, the per-uniformed member costs will not be charged in year one of the contract.
- 7) Uniform, Equipment and Vehicle Initials Costs as detailed on the attached OPP Contract Proposal Initial Costs, does not include costs associated with required systems upgrades and other detachment related facility areas. These expenditures would be invoiced separately.

OPP Contract Proposal Initial Costs
Town of Shelburne

<u>Uniform, Equipment and Vehicle</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Total price</u>
Uniform and equipment - non-commissioned	15	\$ 4,281	\$ 64,219
Use of force equipment and training - uniform members	15	\$ 1,999	\$ 29,978
Taser (includes cartridge, training and magazine)	8	\$ 2,217	\$ 17,738
Taser training	15	\$ 283	\$ 4,250
C8a2 close quarter battle carbine per vehicle	5	\$ 2,185	\$ 10,925
Patrol vehicle	5	\$ 43,490	\$ 217,450
Mobile radio package opp-2 with repeater incl. initial installation	5	\$ 13,101	\$ 65,505
Portable radio	15	\$ 863	\$ 12,945
Decatur genesis ii select dual antenna radar moving radar	2	\$ 3,051	\$ 6,102
Kustom falcon hr stationary handheld radar	1	\$ 1,285	\$ 1,285
Dräger 6810 glc alcohol screening device	5	\$ 549	\$ 2,745
Total Uniform, Equipment and Vehicle Costs			\$ 433,142

ADDITIONAL COSTS:

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

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

Beat Radio System
 Building Renovations
 Gun Lockers
 Long Gun Vault

OPP Contacts

Please forward any questions or concerns to Inspector Terry Ward, Detachment Commander, Dufferin Detachment, or Sergeant Kenneth Kee, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Inspector Terry Ward (519) 925-3838

Sergeant Kenneth Kee (705) 330-9164

Appendix "A"

Proposed Level of Service

Proposed Level of Service

	Position	(1) FTE Contract Resources
-	Detachment Commander (Inspector)	0.18
-	Staff Sergeant - Detachment Manager	0.34
-	Sergeant	2.00
-	Constable	12.00
-	(2) Uniform Position (Subject to Review)	1.00
	Total Uniforms	15.52
-	Detachment Admin Clerk (Full-Time)	1.00
	Total Civilians	1.00

(1) "Full-Time Equivalent" (FTE) does not refer to an officer exclusively dedicated to the Agreement. It is a unit of hours of police services per annum. The number of hours for an FTE is subject to change from year to year, and will reflect the latest availability factor, currently at 1,417 hours per year. The availability factor for the billing year will be specified in the Annual Billing Statement for that year.

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

SCHEDULE “C”

PROPOSED LEVEL OF SERVICE

Proposed Level of Service

	Position	(1) FTE Contract Resources
-	Detachment Commander (Inspector)	0.18
-	Staff Sergeant - Detachment Manager	0.34
-	Sergeant	2.00
-	Constable	12.00
-	(2) Uniform Position (Subject to Review)	1.00
	Total Uniforms	15.52
-	Detachment Admin Clerk (Full-Time)	1.00
	Total Civilians	1.00

(1) "Full-Time Equivalent" (FTE) does not refer to an officer exclusively dedicated to the Agreement. It is a unit of hours of police services per annum. The number of hours for an FTE is subject to change from year to year, and will reflect the latest availability factor, currently at 1,417 hours per year. The availability factor for the billing year will be specified in the Annual Billing Statement for that year.

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The Town of Shelburne

Contract Policing Proposal

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

Date: January 29, 2021

Table of Contents

Executive Summary	3
OPP Cost Schedule for Amalgamating Police Services for the year 2021	7
Costing Summary	8
OPP Contract Proposal Initial Costs	10
OPP Contacts	11
Appendix "A" - Proposed Level of Service	

Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing throughout Ontario. The OPP has provided municipal policing services under contract for over 70 years and currently maintains contracts with more than 140 communities across Ontario.

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

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

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

	Position	(1) FTE Contract Resources
-	Detachment Commander (Inspector)	0.18
-	Staff Sergeant - Detachment Manager	0.34
-	Sergeant	2.00
-	Constable	12.00
-	(2) Uniform Position (Subject to Review)	1.00
	Total Uniforms	15.52
-	Detachment Admin Clerk (Full-Time)	1.00
	Total Civilians	1.00

(1) "Full-Time Equivalent" (FTE) does not refer to an officer exclusively dedicated to the Agreement. It is a unit of hours of police services per annum. The number of hours for an FTE is subject to change from year to year, and will reflect the latest availability factor, currently at 1,417 hours per year. The availability factor for the billing year will be specified in the Annual Billing Statement for that year.

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

This proposal reflects the integrated policing concept, incorporating a policing services contract for the Town of Shelburne, along with other municipal and provincial policing responsibilities under one administration.

The Dufferin Detachment Commander would be responsible to oversee all aspects of service delivery. The OPP contract complement identified in this proposal would be assigned to the policing needs of the Town of Shelburne. Administrative and support resources would be shared and costed accordingly (e.g. Detachment Commander). The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as

applicable would provide assistance and supervision to the identified complement.

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

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

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

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

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

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

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

Any new community service programs considered may be implemented after consultation with the Town of Shelburne Council, the Town of Shelburne Police Services Board and the Dufferin Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the required resource levels are met. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. In this case, the Town of Shelburne will continue to benefit as additional staff are readily available from within the Dufferin

OPP Detachment as well as other detachments and regions, should the need arise.

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Dufferin OPP Detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The Dufferin Detachment will only accept Criminal Record and/or Vulnerable Sector check requests from residents of the Town of Shelburne. Such checks will be conducted on, and for the person making the request. The OPP does not conduct criminal record checks on behalf of any third party.

If the Town of Shelburne chooses to accept an OPP contract for its policing service, the Dufferin OPP Detachment Commander will assign resources, focusing on meeting the Town's unique policing needs.

Value for the Town of Shelburne:

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighbouring detachments, regional headquarters and general headquarters;
- Seamless access to comprehensive police services and infrastructure; and
- Work with the Detachment Commander in determining the local policing priorities and objectives through the Town of Shelburne Police Services Board.

The estimated policing cost for 2021 associated to this proposal based on the Uniform and Civilian **2021 Salary schedules** is **\$2,912,379**. This **does not** include the related initial start-up costs of **\$433,142** as listed on the OPP Contract Proposal Initial Costs. The total estimated cost for 2021 including initial start-up costs is **\$3,345,521**

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

Salary, benefits, overtime, statutory holiday payouts and shift premiums are reconciled at year-end to reflect the actual costs. The total number of Uniform FTE hours is also reconciled ensuring the minimum number of contractual hours were met. A breakdown of the costs has been included, as well as the salary and cost schedule for the year 2021.

Please Note:

Not included in this proposal are:

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

(Note - This proposal expires six months from the date of presentation to Council. At that time the costs and service levels identified in the proposal will be subject to review and revision where necessary.)

2021 OPP Cost Schedule for Amalgamating Police Services
(Based on 2020 OPP Municipal Cost-Recovery Formula^①)

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

<u>Item</u>	<u>2021 Estimates</u>																								
Uniformed Staff Salaries ^②	<table> <tr> <td>Inspector</td><td>\$163,514</td></tr> <tr> <td>Staff Sergeant</td><td>\$146,750 (Detachment Commander)</td></tr> <tr> <td>Staff Sergeant</td><td>\$136,731 (Detachment Manager)</td></tr> <tr> <td>Sergeant</td><td>\$122,479</td></tr> <tr> <td>Constable</td><td>\$104,552</td></tr> <tr> <td>Part-time Constable</td><td>\$ 83,335</td></tr> </table>	Inspector	\$163,514	Staff Sergeant	\$146,750 (Detachment Commander)	Staff Sergeant	\$136,731 (Detachment Manager)	Sergeant	\$122,479	Constable	\$104,552	Part-time Constable	\$ 83,335												
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Overtime Rate (Prov. Average) ^②	5.41% of uniformed staff salaries																								
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Statutory Holiday Payout ^②	\$3,873 per uniformed member (excluding part-time)																								
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Benefit Rates ^② (2019-20)	30.37% uniformed staff - non-commissioned 25.86% uniformed staff - commissioned 29.53% civilian staff (part-time 20.90%) 2% overtime payments																								
Support Salaries and Benefits (Cost per uniformed member)	<table> <tr> <td>Communication Operators</td><td>\$6,940</td></tr> <tr> <td>Prisoner Guards</td><td>\$1,853</td></tr> <tr> <td>Operational Support</td><td>\$5,129</td></tr> <tr> <td>RHQ Municipal Support</td><td>\$2,647</td></tr> <tr> <td>Telephone Support</td><td>\$ 120</td></tr> <tr> <td>Office Automation Support</td><td>\$ 673</td></tr> <tr> <td>Mobile and Portable Radio Support</td><td>\$ 264</td></tr> </table>	Communication Operators	\$6,940	Prisoner Guards	\$1,853	Operational Support	\$5,129	RHQ Municipal Support	\$2,647	Telephone Support	\$ 120	Office Automation Support	\$ 673	Mobile and Portable Radio Support	\$ 264										
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OPP Annual Billing Statement Estimate
Town of Shelburne
Estimated Policing Costs for the period January 01, 2021 to December 31, 2021

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Accommodation & Cleaning Contract.			1,231	19,105
Uniform & Equipment	(Note 6)		2,102	32,623
Total Other Direct Operating Expenses				227,453
Sub-total Estimated Gross Policing Costs				2,943,909
Uniform & Equipment Year-One Adjustment	(Note 6)			(31,530)
Estimated Annual Policing Costs				\$ 2,912,379
Uniform, Equipment and Vehicle Initial Costs	(Note 7)			433,142
Total Estimated Policing Costs Including Initial Costs.				\$ 3,345,521

OPP Annual Billing Statement Estimate**Town of Shelburne****Estimated Policing Costs for the period January 01, 2021 to December 31, 2021****Costs in accordance with the 2021 OPP Cost Schedule for Amalgamating Police Services (updated annually)****NOTES TO STATEMENT**

This 2021 annual cost estimate is calculated based on costs detailed in the 2021 OPP Cost Schedule for Amalgamating Police Services. The OPP Cost Schedule is updated annually and each year's estimate of annual municipal police service costs is based on the most recent schedule in effect.

- 1) Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2021 salaries were estimated based on the 2021 rates set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of (1.00% in January 2021 and 0.97% in July 2021 for Uniform and 1.00% for Civilian). The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2019-20). Salary rates, Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.
- 2) Amalgamating staff subject to the Rank Level Determination process are indicated as "Uniform Position (Rank to be determined)" in this proposal, and, for the purposes of this costing, the Constable salary rate has been applied. This amount is subject to change. The municipality will be billed based on the finalized OPP rank classification. A total 15.52 uniform FTEs will be billed to the municipality irrespective of the rank determination process and the final number of senior Shelburne officers hired by the OPP.
- 3) Overtime is calculated for uniform members based on a provincial rate of 5.41% of uniform salaries. Overtime is reconciled to actual costs allocated to the municipality.
- 4) Shift Premium is calculated at \$1,033 per Sergeant, Constable and Uniform Position (rank to be determined) and reconciled to actuals.
- 5) The benefit rates are 25.86% for commissioned uniformed officers, 30.37% of salaries for uniformed officers, 29.53% for civilian staff and 2.00% for overtime payments.
- 6) Uniform & Equipment is calculated at \$2,102 per uniformed member. The first year of the contract the municipality will be required to pay for the Inspector/Staff Sergeant portion only, in the amount \$1,093. A reduction of -\$31,530 will be applied based on the number of amalgamating officers as initial costs are charged for the first year and, therefore, the per-uniformed member costs will not be charged in year one of the contract.
- 7) Uniform, Equipment and Vehicle Initials Costs as detailed on the attached OPP Contract Proposal Initial Costs, does not include costs associated with required systems upgrades and other detachment related facility areas. These expenditures would be invoiced separately.

OPP Contract Proposal Initial Costs
Town of Shelburne

<u>Uniform, Equipment and Vehicle</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Total price</u>
Uniform and equipment - non-commissioned	15	\$ 4,281	\$ 64,219
Use of force equipment and training - uniform members	15	\$ 1,999	\$ 29,978
Taser (includes cartridge, training and magazine)	8	\$ 2,217	\$ 17,738
Taser training	15	\$ 283	\$ 4,250
C8a2 close quarter battle carbine per vehicle	5	\$ 2,185	\$ 10,925
Patrol vehicle	5	\$ 43,490	\$ 217,450
Mobile radio package opp-2 with repeater incl. initial installation	5	\$ 13,101	\$ 65,505
Portable radio	15	\$ 863	\$ 12,945
Decatur genesis ii select dual antenna radar moving radar	2	\$ 3,051	\$ 6,102
Kustom falcon hr stationary handheld radar	1	\$ 1,285	\$ 1,285
Dräger 6810 glc alcohol screening device	5	\$ 549	\$ 2,745
Total Uniform, Equipment and Vehicle Costs			\$ 433,142

ADDITIONAL COSTS:

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

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

Beat Radio System
 Building Renovations
 Gun Lockers
 Long Gun Vault

OPP Contacts

Please forward any questions or concerns to Inspector Terry Ward, Detachment Commander, Dufferin Detachment, or Sergeant Kenneth Kee, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Inspector Terry Ward (519) 925-3838

Sergeant Kenneth Kee (705) 330-9164

Appendix "A"

Proposed Level of Service

Proposed Level of Service

	Position	(1) FTE Contract Resources
-	Detachment Commander (Inspector)	0.18
-	Staff Sergeant - Detachment Manager	0.34
-	Sergeant	2.00
-	Constable	12.00
-	(2) Uniform Position (Subject to Review)	1.00
	Total Uniforms	15.52
-	Detachment Admin Clerk (Full-Time)	1.00
	Total Civilians	1.00

(1) "Full-Time Equivalent" (FTE) does not refer to an officer exclusively dedicated to the Agreement. It is a unit of hours of police services per annum. The number of hours for an FTE is subject to change from year to year, and will reflect the latest availability factor, currently at 1,417 hours per year. The availability factor for the billing year will be specified in the Annual Billing Statement for that year.

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