

This Agreement made this 200 day of NOVEMBER 1998.

Agreement for the Amalgamation of the Police Services of the Village of Lakefield and the City of Peterborough and the constitution of a joint Police Services Board.

B E T W E E N :

THE CORPORATION OF THE VILLAGE OF LAKEFIELD

(Hereinafter referred to as The Corporation of the First Part or Lakefield)

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH

(Hereinafter referred to as The Corporation of the Second Part or Peterborough).

WHEREAS the Corporations of the First and Second Part under Section 4 of the Police Services Act, R.S.O. 1990, c.p. 15 are required to provide adequate and effective police services in accordance with the needs of their respective municipalities.

AND WHEREAS the Corporations of the First and Second Part have discharged this responsibility by establishing a police service for their respective municipalities each under the jurisdiction of their respective Police Services Board.

AND WHEREAS subsection (1) of Section 6 of the Police Services Act, R.S.O. 1990, c.p. 15, provides that two or more municipalities that have police services may enter into an agreement to amalgamate them.

AND WHEREAS subsection (1) of Section 33 of the said Act provides that two or more municipalities may enter into an agreement to constitute a joint Police Services Board.

AND WHEREAS the final report on a study of joint policing for Lakefield and Peterborough dated 27 August 1998, has been accepted by the Councils of Lakefield and Peterborough, is attached as Schedule "A" to this agreement.

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

1. The parties agree the above recitals are true.

### DEFINITIONS

In this Agreement:

- (i) "Annual Budget" means a budgetary estimate of the annual police costs showing the budgetary estimate for each component and the service levels and equipment and all other matters as prepared by the Chief of Police and submitted to the Board for approval.
- (ii) "Annual Financial Statement" means financial statements which represent the annual accounts and transactions of the Peterborough Lakefield Community Police Service, incurred in the same year, as prepared by the Finance Department and certified by the Treasurer of the City of Peterborough.
- (iii) "Board" means the Peterborough Lakefield Community Police Services Board.
- (iv) "Chief of Police" means the Chief of Police of the Peterborough Lakefield Community Police Service and includes an Acting Chief of Police.
- (v) "Member of the Police Service" means an employee of the Peterborough Lakefield Community Police Service.
- (vi) "Municipality" means the Corporation of the Village of Lakefield and/or the Corporation of the City of Peterborough.
- (vii) "Police Service" means the Peterborough Lakefield Community Police Service.
- (viii) "Police Officer" means a Chief of Police or any other police officer, but does not include a special constable, bylaw enforcement officer or any auxiliary member of a police service.

### GENERAL PROVISIONS

#### ESTABLISHMENT OF BOARD

2. (a) There shall be established a Police Services Board to be known as the Peterborough Lakefield Community Police Services Board, the composition of which shall consist of the Reeve of the Village of Lakefield, or another Council Member appointed by resolution of that Council, and the Mayor of the City of Peterborough, or another Council Member appointed by resolution of that

Council, and two persons appointed by the Lieutenant Governor in Council, and one person appointed by agreement of the councils of the participating municipalities, who is neither a member of a council of a participating municipality nor an employee of a participating municipality.

- (b) It is further agreed that save and except the Council representatives, the Board composition of the remaining three members shall, as much as local control will allow, consist of:
- (i) two provincial appointees who live and/or work in the City of Peterborough and;
  - (ii) one public appointee who lives and/or works in the City of Peterborough as appointed by the Council of the City of Peterborough.

### ESTABLISHMENT OF SERVICE

3. (a) The existing police services in each municipality shall be amalgamated into a single police service known as the Peterborough Lakefield Community Police Service.
- (b) The current members of the Village of Lakefield Police Service and the City of Peterborough Police Service shall upon the effective date of this Agreement be transferred to and appointed to the Peterborough Lakefield Community Police Service.

### ASSETS

4. (a) It is agreed that the assets of the current Lakefield Police Service have been fully disclosed and are listed in Schedule "B" of this Agreement.
- (b) It is agreed that upon the coming into force of this Agreement, the assets listed in Schedule "B" and all existing assets of the Peterborough Community Police Services Board and Service owned by the municipalities shall be transferred to the Corporation of the City of Peterborough IN TRUST, for the Peterborough Lakefield Community Police Service, and each municipality shall execute such documents as may be required to complete such transfer.
- (c) It is agreed that all future assets acquired after the coming into force of this Agreement shall be acquired in the same manner as Article 4(b).
- (d) The Corporation of the City of Peterborough agrees that the said assets so acquired by transfer or future acquisition will be held, IN TRUST, for the benefit and use of the Peterborough Lakefield Community Police Service and will be under the control and authority of the Peterborough Lakefield Community Police Services Board and its duly authorized agents and will only be disposed of as

directed by the said Board or its agents or as provided for in the event of the termination of this Agreement.

### LIABILITIES

5. It is agreed and understood that the parties to this Agreement shall fully disclose all liabilities of its respective Police Service and Police Services Board which exist at the effective date of this Agreement. It is further agreed and understood that upon ratification of this Agreement that all assets and liabilities (save and except all normal operating costs) shall be transferred to the Peterborough Lakefield Community Police Services Board and Service.

### COST AND COSTING FORMULA FOR THE OPERATION OF THE POLICE SERVICE

6. (a) The cost for the operation of the Peterborough Lakefield Community Police Service shall be borne by the Corporation of the Village of Lakefield and the Corporation of the City of Peterborough, in the manner prescribed herein.
- (b) It is agreed that for the calendar year 1998 the portion of costs for the operation of the Peterborough Lakefield Community Police Service borne by the Corporation of the Village of Lakefield shall be \$377,000.00 per annum, prorated at \$31,416.00 per month.
- (c) It is further agreed that, for the calendar year 1999 and thereafter, the costs for the operation of the Peterborough Lakefield Community Police Service shall be based on the established costing formula attached as Schedule "C" to this Agreement, and amended from time to time pursuant to this Article.
- (i) It is agreed that the costing formula establishing the cost for the operation of the said police service shall be reviewed after the expiry of every three year period consistent with municipal enumeration throughout the existence of this Agreement.
- (ii) At the time of such review the cost sharing allocation shall be recalculated using the formula attached as Schedule "C" at which time the most recent statistical information available shall be inserted into the formula.
- (iii) After such review each of the parties shall pay the cost of the operation of the service as determined by the results of the recalculated formula.
- (iv) In the event the cost sharing ratio is changed as a result of the required recalculation, the obligation of the parties to pay such changed amounts shall begin on the first day of the year of the review and the parties agree to adjust their payments to reflect such changes.

- (v) Notwithstanding the provisions of this Article, it is agreed that the parties may pay such share of the cost of operating the police service as they may otherwise agree and consent to, provided that in the absence of such consent this Article shall prevail.

### FINANCIAL ADMINISTRATION

- 7. (a) The financial administration of the Peterborough Lakefield Community Police Service and the Police Services Board shall be carried out by the administration staff of the Corporation of the City of Peterborough, who shall submit to the Police Services Board and to the Councils of each of the municipalities on or before the 31st day of March in each year following the first anniversary of the effective date of this Agreement, an "Annual Financial Statement" as previously defined in this Agreement.
- (b) Upon receipt of the Annual Financial Statement, a reconciliation shall be completed. The reconciliation shall calculate the surplus/deficit resulting from the difference in the amounts paid and the amounts owing based on the Annual Financial Statement. The resulting surplus/deficit shall be adjusted in accordance with the payment schedule as outlined in Article 9 of this Agreement.
- (c) The Corporation of the City of Peterborough shall keep all records, statements of accounts, invoices and any other documents necessary to support the "Annual Financial Statement" and all such records shall be kept for a period of six years. The Corporation of the City of Peterborough, upon notice, to examine all such records and books of account and conduct a review of the Annual Financial Statement, and shall provide copies of any documents and records in its possession relating to the operation of the said Police Service or Board as may be requested by the Corporation of the Village of Lakefield, or the Board.

### BUDGETING

- 8. (a) The Peterborough Lakefield Community Police Services Board shall prepare and deliver for the review and approval of the parties of the first and second parts on or before the 1st day of December, in each year, the annual budget for the following year.
- (b) The budget shall contain such documentation and information to show the amounts required pursuant to Section 39(1) of the said Police Services Act.
- (c) The Board and the municipalities shall negotiate in good faith to resolve any differences which may arise concerning the approval of the Annual Budget with a

view of resolving any differences no later than the 30th day of April in the year to which it relates, failing which the matter may be referred by the Board to the Ontario Civilian Commission on Police Services for final determination pursuant to Section 39(5) of the said Police Services Act.

- (d) Unless and until the annual budget for any year is approved by the Councils of both the parties of the first and second part, or until the budget has been determined by the Ontario Civilian Commission on Police Services pursuant to Section 39(5) of the said Police Services Act, the budget for each year shall be deemed to be the budget of the preceding year.
- (e) In the event an annual budget is not approved by March 31, in each year, and payments are made based on the deemed budget of the preceding year, each party shall pay any increased costs or be entitled to receive a credit for any reduced costs as may be reflected in the final determination of the budget.

#### PAYMENTS BY THE CORPORATION OF THE VILLAGE OF LAKEFIELD

- 9. (a) The Corporation of the Village of Lakefield shall make monthly installment payments to the Corporation of the City of Peterborough on the last days of each month in each year, each one being one twelfth of its share of the Annual Budget for that year, as determined by Articles 7 and 10 of this Agreement.
- (b) Notwithstanding the payment plan as stated in Article 9(a) above, the April payment in each year shall be adjusted based on the reconciliation of the previous years Annual Financial Statement.
- (c) The first payment under this Agreement shall be made upon the coming into force of this Agreement and shall be based on the first budget submitted by the Board and the next and subsequent payments shall fall due on the dates as set out above with the first thereof being adjusted to reflect the prepayment.
- (d) Interest at the prime rate charged to the Corporation of the City of Peterborough by its bank shall be paid by Corporation of the Village of Lakefield on any overdue amounts which it is obligated to pay pursuant to this Agreement.

#### COMMENCEMENT OF AGREEMENT

- 10. (a) This Agreement takes effect on the 1<sup>st</sup> day of January, 1999, and continues until terminated as hereinafter provided for.
- (b) This Agreement shall not come into full force and effect until the completion of the following events:

- (i) The approval of this Agreement by the Ontario Civilian Commission on Police Services as required by Section 6(3) of the said Police Services Act.
- (ii) The approval of this Agreement by Bylaw enacted by the Councils of each of the parties of the first and second part as required by Section 33(2) of the said Police Services Act and Section 101(1) of the said Municipal Act.

#### TERMINATION OF AGREEMENT

- 11. (a) This Agreement may be terminated at any time by mutual agreement of the parties.
- (b) The parties to this Agreement may terminate this Agreement upon two years written notice of termination to the other party.
- (c) Notice of termination must be expressed by a resolution of the Council of the party requesting such termination and shall be delivered by personally serving a certified copy of such resolution on the head of the Council of the other party, in office at the time and the Chair of the Peterborough Lakefield Community Police Services Board in office at the time and the Chair of the Ontario Civilian Commission on Police Services, in office at that time, the effective date of delivery of the notice shall be the date the last of such persons was so served.

#### DISPOSITION OF ASSETS

- 12. (a) In the event of the termination of this Agreement, the parties agree to negotiate in good faith all matters including the fair and equitable disposition and transfer or compensation for the assets and the sharing of liabilities of the Police Service and Board as may exist at the effective date of termination.
- (b) The parties agree that such negotiations shall be based on the current value of such assets and liabilities at the date of termination and the percentage cost of each party over the term of this Agreement.

#### DISPUTE RESOLUTION

- 13. The parties agree that any dispute arising out of this Agreement, not covered under the purview of the Ontario Civilian Commission on Police Services may be determined by the Ontario Municipal Board or any other mutually agreed upon dispute mechanism, and agree to be bound by the decision of such arbitration.

ENTIRE AGREEMENT

14. This Agreement and the schedules attached constitute the entire Agreement between the parties hereto, 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. This Agreement may only be amended in writing duly executed by the parties.

IN WITNESS WHEREOF the Corporation of the Village of Lakefield and the Corporation of the City of Peterborough have affixed their corporate seal attested by the signature of their duly authorized signing officers.

THE CORPORATION OF THE VILLAGE OF LAKEFIELD

  
\_\_\_\_\_  
REEVE

  
\_\_\_\_\_  
CLERK

THE CORPORATION OF THE CITY OF PETERBOROUGH

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK