

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 23-36

BEING a By-law to authorize the amending of an agreement with his Majesty the King in Right of Ontario as represented by the Solicitor General for the provision of police services in the Corporation of the Town of Mattawa.

WHEREAS Section 10 of the Act provides that municipalities may enter into an agreement with the Solicitor General for the provision of police services for the municipality by the Ontario Provincial Police;

AND WHEREAS a Contract Policing Proposal dated September 25, 2019 has been executed setting out the mutual rights and obligations of the Ontario Provincial Police and the Mattawa Group of Four, consisting of the Corporation of the Town of Mattawa, Municipality of Calvin, Township of Papineau-Cameron and the Municipality of Mattawan;

AND WHEREAS an amendment for the extension of the agreement has been set for a two year term commencing January 1, 2024 and expiring December 31, 2025;


AND WHEREAS it is deemed useful and expedient for the Town of Mattawa to enter into such an agreement;

NOW THEREFORE, the Council of the Corporation Town of Mattawa enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to execute the amending agreement with the Solicitor General for the provision of police services by the Ontario Provincial Police for a two year term commencing January 1, 2024 and expiring December 31, 2025.
2. **THAT** the Amending Agreement shall be attached as Appendix 'A' and the Contract Policing Proposal shall be attached as Appendix "B" and form part of this by-law.
3. **THAT** the Agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendments thereto or the termination of the said agreement.

READ A FIRST and SECOND TIME, this 18th day of December, 2023.

READ THIRD TIME and FINALLY PASSED, this 18th day of December, 2023.



Mayor



Clerk

This AMENDING AGREEMENT is from the 30th day of December 2023 to the 31st day of December, 2025

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL ("Ontario")

-and-

**THE CORPORATION OF THE TOWN OF MATTAWA
THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN
THE CORPORATION OF THE MUNICIPALITY OF CALVIN
THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON ("the Municipality")**

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the "Agreement") which commenced on the 01st day of January 2020.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to further amend the Agreement as set out in this Amending Agreement, by extending the duration of the contract to conclude on the 31st of December, 2025, as supported by by-laws (attached as Schedule "A"):

Municipality	By-law #	By-law Date
1. Town of Mattawa	XXXX	MONTH, DD, 20XX
2. Municipality of Mattawan	2023-013	December 14, 2023
3. Municipality of Calvin	2023-047	December 12, 2023
4. Township of Papineau-Cameron	XXXX	January 09, 2024

NOW THEREFORE, the Parties agree as follows:

- 1. Section 26 of the Agreement shall be replaced with the following:
 - 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01st day of January 2020 and shall conclude on the earlier of (i) the 31st day of December, 2025 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective as of the 30th day of December, 2023.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE Corporation of
The Town of Mattawa

Mayor

Clerk

Date signed by Municipality: _____

FOR THE Corporation of
The Municipality of Mattawan

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
The Township of Papineau-
Cameron

Mayor

Clerk

Date signed by Municipality: _____

FOR THE Corporation of
The Municipality of Calvin

Mayor

Clerk

Date signed by Municipality: _____

Schedule "A"

BY-LAW OF THE MUNICIPAL COUNCIL

DRAFT

PLACEHOLDER FOR BY-LAWS



Appendix 'B' to
By-law 23-36

The Mattawa Group

Contract Policing Proposal

Prepared by: Sergeant Kelly Withrow
Ontario Provincial Police
Municipal Policing Bureau

Date: September 25, 2019

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Executive Summary

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

The The of Mattawa Group requested a contract proposal for OPP municipal policing. This proposal is based on the OPP Billing Model, with the The paying an amount equal to the sum of its allocated portion of the OPP's total municipal policing Base and Calls for Service costs, as well as the costs for Overtime, Prisoner Transportation, Court Security, and Accommodation/Cleaning Services as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in Regulation 3/99, Adequacy and Effectiveness of Police Services under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the The of Mattawa Group with OPP highway patrol services and provincial responsibilities under one administration. The North Bay OPP Detachment will remain as the Administration/Operations Centre. The resources will be deployed to the municipality from this facility.

The North Bay OPP Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as applicable will provide assistance and supervision to members of the North Bay Detachment.

It is the intent to maintain all existing community service programs and community policing committees, in consultation with the Police Services Board.

Any new community service program considered may be implemented after consultation with the The of Mattawa Group Council, the The's Police Services Board and the North Bay OPP Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The The of Mattawa Group will continue to benefit as additional staff are readily available from within the North Bay OPP Detachment as well as neighboring detachments and regions, should the need arise.

The The of Mattawa Group will be required to maintain a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. The Commissioner is committed to ensuring that the Detachment Commander of the North Bay OPP Detachment responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the North Bay 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 OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the The of Mattawa Group chooses to accept an OPP contract for its policing service, the North Bay OPP Detachment Commander will assign resources, focusing on meeting the The's unique policing needs.

Value for the The of Mattawa Group:

- 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;
- Work with the Detachment Commander in determining the local policing priorities and objectives through the The's Police Services Board; and
- Access to a comprehensive infrastructure and specialized services

The estimated policing cost for 2020 associated to this proposal as presented in the Annual Billing Statement is **\$863,796**. This amount is reflective of the most current cost estimates under the OPP Billing Model, exclusive of the year-end adjustments.

The year-end adjustment for the year 2018 totalling **\$943** is listed separately from the 2020 estimated cost, but forms part of the Grand Total Billing as shown near the bottom of the Annual Billing Statement.

Not included in this proposal are:

- The cost of maintaining the Police Services Board
- Any applicable revenues accruing to the municipality as a result of police activity

OPP 2020 Annual Billing Statement

Mattawa Group of Four

Estimated cost for the period January 1 to December 31, 2020

Please refer to www.opp.ca for 2020 Municipal Policing Billing General Information summary for further details.

			<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts			
	Household	1,992		
	Commercial and Industrial	<u>124</u>		
	Total Properties	<u>2,116</u>	183.23	387,717
Calls for Service	(see summaries)			
	Total all municipalities	162,805,510		
	Municipal portion	0.2532%	194.80	412,203
Overtime	(see notes)		23.42	49,551
Prisoner Transportation	(per property cost)		1.99	4,211
Accommodation/Cleaning Services	(per property cost)		4.78	10,114
Total 2020 Estimated Cost			<u>408.22</u>	<u>863,796</u>
2018 Year-End Adjustment	(see summary)			943
Grand Total Billing for 2020				<u>864,739</u>
2020 Monthly Billing Amount				72,062

OPP Contacts

Please forward any questions or concerns to Staff Sergeant Bill McMullen, Detachment Commander, North Bay Detachment, or Sergeant Kelly Withrow, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Staff Sergeant Bill McMullen (705) 495-3878

Sergeant Kelly Withrow (705) 329-6252