

Hamilton

CITY OF HAMILTON
HAMILTON POLICE SERVICES BOARD

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	May 27, 2016
SUBJECT/REPORT NO:	Community Policing Partnerships (CPP) Program Agreement with Ministry of Community Safety and Correctional Services for Additional Funding for Front-line Officers (City Wide) (PSB98-069k)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Lois Morin, Hamilton Police Services Board
SUBMITTED BY:	Lois Morin
SIGNATURE:	

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, (attached as Appendix "A" to Report PSB98-069k), in a form satisfactory to the City Solicitor.

EXECUTIVE SUMMARY

The Police Services Board met on Thursday, May 26, 2016, and respectfully submits the above recommendation which, the Police Board approved. As outlined in the attached report (PSB 98-069k), 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.

Alternatives for Consideration – Not Applicable.

FINANCIAL – STAFFING – LEGAL IMPLICATIONS (for recommendation(s) only)

Financial: (see attached report PSB 98-069k)

Staffing: (see attached report PSB 98-069k)

Legal: (see attached report PSB 98-069k)

SUBJECT: *Community Policing Partnerships (CPP) Program Agreement with Ministry of Community Safety and Correctional Services for Additional Funding for Front-line Officers (City Wide)(PSB 98-069k)*

HISTORICAL BACKGROUND (Chronology of events)

(see attached report PSB 98-069k)

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

(see attached report PSB 98-069k)

RELEVANT CONSULTATION

(see attached report PSB 98-069k)

ANALYSIS AND RATIONAL FOR RECOMMENDATION (Include Performance Measurement/Benchmarking Data if applicable)

(see attached report PSB 98-069k)

ALTERNATIVES FOR CONSIDERATION (Include Financial, Staffing, Legal and Policy Implications and Pros and Cons for each alternative)

(see attached report PSB 98-069k)

ALIGNMENT TO THE 2012 – 2015 STRATEGIC PLAN

(see attached report PSB 98-069k)

APPENDICES

Appendix A - *PSB 98-069k - Community Policing Partnerships (CPP) Program Agreement with Ministry of Community Safety and Correctional Services for Additional Funding for Front-line Officers (City Wide)*

cc Chief Eric Girt, Hamilton Police Service
Deputy Chief Ken Weatherill, Field Support, Hamilton Police Service
John Randazzo, Chief Accountant, Hamilton Police Service
Rosemarie Auld, Manager, Human Resources, Hamilton Police Service
Marco Visentini, Legal Counsel, Hamilton Police Service

HAMILTON POLICE SERVICES BOARD

- RECOMMENDATION -

DATE: 2016 May 26
REPORT TO: Chair and Members
Hamilton Police Services Board
FROM: Eric Girt
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 98-069k)*

RECOMMENDATIONS:

- a) That the Board direct the Chair 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.



Eric Girt
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 fulltime 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, 2016 and shall expire on March 31, 2017;
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 solely caused by the negligence or willful misconduct of the Ministry;
4. The Municipality and the Board shall ensure proper accounting records are kept in respect of the Program;
5. The Municipality and the Board shall maintain all materials and records associated with the Program in a manner consistent with generally accepted accounting principles;
6. 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.
7. 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 original 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.

EG/M. Visentini

cc: Ken Weatherill, Deputy Chief, Field Support

John Randazzo, Chief Accountant, Finance

Marco Visentini, Legal Counsel

THIS AMENDING AGREEMENT effective as of the 30th day of March, 2016.

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 "Recipient")

- 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 in order to provide funds for the Program for the period that commenced April 1, 2014 and ends March 31, 2016, the Ministry entered into an agreement with the Recipient and the Board (the "Agreement");

AND WHEREAS the Ministry wishes to continue to provide Program funds to the Recipient and the Board for the period commencing April 1, 2016 and ending March 31, 2017;

AND WHEREAS the parties wish to amend the Agreement for this purpose;

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 are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 – AMENDMENTS TO THE AGREEMENT

1.1 *In accordance with section 34.2 of the Agreement, the parties agree to amend the Agreement as follows:*

(a) Section 1.2 Definition of Funding Year is hereby deleted and replaced with the following:

"Funding Year" means any of Funding Year 1, Funding Year 2 or Funding year 3.

(b) Section 1.2 Definition of Maximum Funds is hereby deleted and replaced with the following:

"Maximum Funds" means \$2,610,000.00.

(c) Section 1.2 Definition of "Funding Year 3" is hereby added:

"Funding Year 3" means the period commencing April 1, 2016 and ending March 31, 2017.

(d) Section 1.2 Definition of Project Completion Date is hereby deleted and replaced with the following:

"Project Completion Date" means March 31, 2015 for Funding Year 1, March 31, 2016 for Funding Year 2 and March 31, 2017 for Funding Year 3.

(e) Section 1.2 Definition of Expiry Date is hereby deleted and replaced with the following:

"Expiry Date" means March 31, 2017, unless terminated earlier pursuant to this Agreement.

ARTICLE 2 - AGREEMENT AS AMEDNED IN FULL FORCE AND EFFECT

2.1. The Agreement, as amended by this Amending Agreement, constitutes the entire agreement between the parties and supersedes any and all prior understandings, agreements, negotiations, and discussions between the parties, whether oral or written, relating to the Agreement or Amending Agreement. With the exception of the amendments set out in Article 1 of this Amending Agreement, all other provisions of the Agreement, as amended, and the schedules thereto shall remain unchanged and in full force and effect.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

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

Stephen Waldie
Director
Pursuant to delegated authority

Date

City of Hamilton

Name:
Title:
I have authority to bind the Recipient

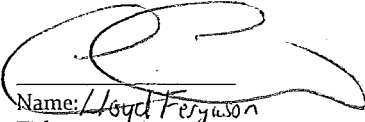
Date

Witness Name

Name:
Title:

Date

Hamilton Police Services Board

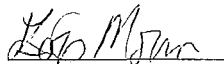


Name: *Lloyd Ferguson*
Title: *Chair*
I have authority to bind the Board.

May 26 / 16

Date

Witness Name



Name: *Lois Marin*
Title: *Administrator*

May 26 / 16

Date

