

## Police Services Act (1990) s.10 vs. s.5.1. comparison

The table below illustrates some of the differences between Section 10 and Section 5.1 *Police Services Act (PSA)* OPP policing arrangements:

<b>COMPARATOR</b>	<b>S. 10 PSA – CONTRACT</b>	<b>S. 5.1 PSA – NON CONTRACT</b>
<b>1. Civilian Governance Model</b>	Police Services Board – mandatory pursuant to 10(2) <i>PSA</i>	Community Policing Advisory Committee – discretionary 5.1(4) <i>PSA</i>
<b>2. Objectives and priorities for delivery of police services within the municipality</b>	Determined by Board after consultation with the detachment commander – 10(9) (b) <i>PSA</i>	Advisory role for CPAC for objectives and priorities for police services in municipality – 5.1(6) <i>PSA</i>
<b>3. Policy for the effective management of the police force</b>	Local policy established by Board after consultation with the detachment commander – 10(9) (c) <i>PSA</i>	No defined role in <i>PSA</i>
<b>4. Selection of the detachment commander</b>	Participate in the selection of the detachment commander – 10(9) (a) <i>PSA</i>	OPP attempts to involve s. 5.1 <i>PSA</i> integrated detachment municipalities in the selection – no legislated requirement
<b>5. Evaluation of the detachment commander</b>	Monitor performance of detachment commander – 10(9) (d) <i>PSA</i>	No defined role in <i>PSA</i>
<b>6. Maintenance of a complaints system</b>	Review the detachment commander's administration of the complaint system and receive regular reports – 10(9) (f) <i>PSA</i>	No defined role in <i>PSA</i>
<b>7. Monitor secondary activities of the police force members</b>	The detachment commander provides regular reports to board on decisions made on secondary activities – 10(9) (e) <i>PSA</i>	No defined role in <i>PSA</i>
<b>8. Ministry Support Funding*</b>	Eligible for some programs such as RIDE grants	Limited eligibility
<b>9. Revenue from sale of found / recovered property and Fees recouped from sale of reports, security checks</b>	Provided to municipality in a method agreed to locally	Credited to municipality annually
<b>10. By-law enforcement</b>	Mutually agreed upon by-law enforcement as specified in the agreement – 10(6) <i>PSA</i>	19(2) <i>PSA</i> – OPP have no defined responsibility regarding municipal by-law enforcement
<b>11. Enhancements</b>	Available upon request for an additional cost	Not available
<b>12. Billing</b>	Invoice dated the middle of the month of service, payment due in 30 days (e.g. Jan bill dated middle of Jan, due middle of Feb).	Invoice dated the end of the following month of service, payment due in 30 days (e.g. Jan bill dated end of Feb, due end of Mar).

\* Visit Ministry of Community Safety and Correctional Services page for more info on Grants

<https://www.mcscs.jus.gov.on.ca/english/Policing/ProgramDevelopment/PSDGrantsandInitiatives.html>

Should you have any questions or concerns, please contact OPP Municipal Policing Bureau at OPP.MunicipalPolicing@opp.ca or (705) 329-6200.

Updated January 28, 2019



Ontario Provincial Police

# OPP Contract Renewal Process

**Current contract expires on December 31<sup>st</sup>, 2022**

Option for Extension of current **s.10 contract** extended for a 1 or 2 year Amending Agreement term

Option for Full Renewal of **s.10 contract** with a 3, 4, 5 or 6 year term

Option for Reversion to **s.5.1 non-contract** agreement on January 1<sup>st</sup>, 2023 which will remain in effect until the CSPA comes into force.  
**Notification on municipal letterhead to the OPP is required to proceed with this option.**

For the **s.10 options**, in the agreement the contract will conclude on either the expiry date or when the CSPA comes into effect.  
**A new by-law is required from council to proceed with these options.**

Municipality decides on terms of agreement and advises the OPP.

OPP will draft agreement, Municipality then confirms and By-Law is passed (s.10 only).

OPP drafts final agreement, Municipality signs and seals agreement.

OPP processes final agreement with the Ministry of Solicitor General's Office.