

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF COBOURG
(the “Town”)
-and-
THE COBOURG POLICE SERVICE BOARD
(the “Board”)
(collectively, the “Parties”)

1. PREAMBLE

The *Community Safety and Policing Act, 2019* (“**CSPA**”) came into force in April 2024. Section 10 of the CSPA requires police service boards to “ensure adequate and effective policing is provided in the area for which they have policing responsibility in accordance with the needs of the population in the area and having regard for the diversity of the population in the area.” Section 11 of the CSPA provides that “adequate and effective policing means the following functions: 1. Crime prevention; 2. Law enforcement; 3. Maintaining the public peace; 4. Emergency response; 5. Assistance to victims of crime; and 6. Any other prescribed policing functions.

The CSPA requires the Town to provide the Cobourg Police Service Board (the “**Board**”) with sufficient funding to allow it to carry out its responsibility to ensure “adequate and effective policing”. To this end, the CSPA requires the Board to submit operating and capital estimates (“**Budget Estimates**”) to the Town that show, separately, the amounts required to comply with the CSPA, including the amounts required to provide the Board with equipment and facilities and to pay the expenses of the Board’s operation.

The Board has established a Business Services Unit (the “**BSU**”) which is currently generating revenue from its activities. The Town and the Board shall ensure that BSU revenues are reinvested into the Cobourg Police Service and not reallocated into the Town’s general revenues, raised through the tax levy. The Town and BSU shall also ensure that BSU revenues are accurately reflected in the Board’s Budget Estimates and ultimately, in the Board’s Council-approved budget.

2. PURPOSE

The purpose of this Memorandum of Understanding (“**MOU**”) is to record a mutual understanding between the Parties concerning the Board’s use and reporting of revenues generated by the BSU.

3. REPORTING OF BUSINESS UNIT REVENUE

3.1. The Parties agree that:

- 3.1.1. All revenue generated by BSU will be identified by the Board as income in the Board's Budget Estimates and provided to the Town in a closed session of Council;
- 3.1.2. Any reserve fund transfers proposed by the Board will be identified in the Board's Budget Estimates.
- 3.1.3. Any known Board expenditures that are to be paid for by a Board reserve fund will be identified as line items in the Board's Budget Estimates.

4. USE OF BUSINESS UNIT REVENUE

4.1. The Parties agree that:

- 4.1.1. The Town will earmark any reserve funds identified in the Board's Budget Estimates, to pay for non-core police items (i.e. non-operational items) which are not funded by the Town's tax levy.
- 4.1.2. The Board will commit to reducing the use of BSU revenues for core police items over time and will work with the Town Treasurer to determine how to gradually reflect this change in future Board Budget Estimates.
- 4.1.3. The use of BSU revenues should not be used for overages in core policing items.

5. REVIEW OF MOU

- 5.1. This MOU is scheduled for review in 2027 but may be reviewed in advance on consent of the Parties.

6. AMENDMENT TO MOU

- 6.1. Notwithstanding section 5.1, this MOU may be amended at any time through the mutual agreement of the Town and the Board, in writing.

7. TERMINATION OF MOU

- 7.1. The Town may terminate this MOU at any time, acting reasonably, with notice to the Board.
- 7.2. This MOU terminates when the BSU ceases to exist.

8. TERM OF MOU

- 8.1. This MOU shall come into effect on the date of its final execution and shall remain in effect until it is terminated by the Town or until the BSU ceases to exist.

9. OTHER CONSIDERATIONS

9.1. The Parties agree that nothing in this MOU will supersede or override the statutory authorities and obligations of the Parties, including but not limited to those obligations set out in the *Municipal Act, 2001* and the CSPA.

9.2. In case of a conflict between this MOU and any statute or regulation, the statute or regulation prevails to the extent of the conflict.

IN WITNESS WHEREOF, this MOU has been signed on behalf of the Parties by their duly authorized officers on the dates noted below:

THE CORPORATION OF THE TOWN OF COBOURG

Name: _____ Date: _____
Title: _____

COBOURG POLICE SERVICE BOARD

Name: _____ Date: _____
Title: _____