

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:

COMPARATOR	S. 10 PSA – CONTRACT	S. 5.1 PSA – NON CONTRACT
1. Civilian Governance Model	Police Services Board – mandatory pursuant to 10(2) <i>PSA</i>	Community Policing Advisory Committee – discretionary 5.1(4) <i>PSA</i>
2. Objectives and priorities for delivery of police services within the municipality	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>
3. Policy for the effective management of the police force	Local policy established by Board after consultation with the detachment commander – 10(9) (c) <i>PSA</i>	No defined role in <i>PSA</i>
4. Selection of the detachment commander	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
5. Evaluation of the detachment commander	Monitor performance of detachment commander – 10(9) (d) <i>PSA</i>	No defined role in <i>PSA</i>
6. Maintenance of a complaints system	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>
7. Monitor secondary activities of the police force members	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>
8. Ministry Support Funding*	Eligible for some programs such as RIDE grants	Limited eligibility
9. Revenue from sale of found / recovered property and Fees recouped from sale of reports, security checks	Provided to municipality in a method agreed to locally	Credited to municipality annually
10. By-law enforcement	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
11. Enhancements	Available upon request for an additional cost	Not available
12. Billing	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.

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Ontario Provincial Police

OPP Contract Renewal Process

**Current contract expires
December 31st, 2022**

Option for Extension
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 1st, 2023 which
will remain in effect until
the CSPA comes into force.

For the **s.10 options**, in the agreement the contract
will conclude on either the expiry date or
when the CSPA comes into effect.

Municipality decides on terms of agreement and advises OPP.

OPP will draft agreement. Municipality then confirms and By-Law is passed.

OPP drafts final agreement, Municipality signs and seals agreement.

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