

<b>To:</b>	Warden Matrosovs and Members of Grey County Council
<b>Committee Date:</b>	September 25, 2025
<b>Subject / Report No:</b>	CAOR-CW-15-25
<b>Title:</b>	Court Security Contribution Agreement and Costing Implications
<b>Prepared by:</b>	Randy Scherzer, CAO
<b>Reviewed by:</b>	Niall Lobley, Deputy CAO
<b>Lower Tier(s) Affected:</b>	City of Owen Sound

## Recommendation

1. That CAOR-CW-15-25 regarding a Court Security Contribution Agreement and Costing Implications be received; and
2. That staff be directed to fund the anticipated 2025 budget shortfall from surplus realized in the overall Corporate Services budget or, if none exists, be financed from the One-Time-Funding Reserve; and
3. That the Warden and Clerk be authorized to sign the Court Security Contribution Agreement; and
4. That staff be directed to prepare a letter under the Warden’s signature to the Ministry of the Solicitor General and the Ministry of the Attorney General advocating for additional Provincial funding to support municipalities adhering to security directives required by the Province.

## Executive Summary

The purpose of this report is to update Council on the creation of a Court Security Contribution Agreement, as previously directed by County Council in July 2024, which was developed to provide the City of Owen Sound with the difference between the City’s net Court Security and Prisoner Transport (CSPT) costs as reported on the Annual Financial Report to the Ministry of the Attorney General and the provincial CSPT grant.

In 2024, an anticipated overage of the CSPT program to be funded by the County in 2025 was estimated at \$250,000. However, at that time, it was noted that variable provincial contributions and annual program demands could create applicable fluctuations in expenses. It has now been determined that the total security cost overage was \$369,968.14 leaving the 2025 budget overspent by nearly \$120,000.

Additionally, on August 11, 2025, new court security directives were implemented by the Ministry of the Solicitor General (SOLGEN) requiring immediate enhanced security measures in

all premises where court proceedings are conducted. Further clarification is still required from SOLGEN to fully determine the scope and impact of the new directives. Court security costs are anticipated to increase as a result of these new directives resulting in further financial impacts on the 2026 budget, and on budgets in future years.

## Background and Discussion

### **Court Security Costs Contribution Agreement**

On July 25, 2024, County Council approved entering into a “Court Security Costs Contribution Agreement” to fund the City of Owen Sound shortfall noted in report CAOR-CW-18-24. In that report, it was noted that the Community Safety and Policing Act of 2019 mandates that court security and prisoner transportation services must be provided by the local police services. Ontario legislation dictates that court security must be paid by the area municipality and delivered through the local police services’ police chief. The Court Security and Prisoner Transportation (CSPT) was created to support municipalities in funding related services. The CSPT grant looks at expenses from two years prior and calculates municipal allotment by the proportionate share of the total Province wide funding, within the total limit of \$125 million set in 2018. Due to this model, funding does not often reflect current and actual expenditures, and allotted shares vary based on the relative spending of other municipalities across the Province.

As the host municipality of the local Superior and Ontario Court of Justice locations, the City of Owen Sound and the Owen Sound Police Services are responsible for funding the related court security and prisoner transportation costs, with the resulting funding shortages placing an inequitable financial burden on these ratepayers for a service used regionally. While ideally the Province would cover the costs of these mandated services, the Court Security Costs Contribution Agreement (attached as Appendix 1) permits Grey County to provide the City of Owen Sound with the difference between the City’s net court security and prisoner transport costs and the provincial CSPT grant.

The agreement requires the City to provide the County with a copy of the Annual Financial Report submitted to the Ministry of the Solicitor General, by no later than April 30<sup>th</sup> of each year. This report provides in-depth details of eligible expenses as provided to the Province, relative documentation pertaining to the expenditures, and any information pertaining to realized or potential revenue streams from the courthouse and building operations. Because the County’s annual financial contribution will be determined using the net shortfall reported in the most recently submitted Annual Financial Report, funding will always reflect the shortfall of the preceding calendar year. While this introduces a one-year lag, it simplifies reporting and will reduce administrative burdens, particularly as the agreement renews annually. Once the Annual Financial Report has been received, the County will verify the submitted data and provide the City with the amount totaling the previous year’s shortfall within 60 days of receiving County Council direction. At any time, should a new agreement be enacted with the Ministry of the Solicitor General and the City of Owen Sound, the County maintains the right to terminate the agreement. Furthermore, the City is responsible for notifying the County of any overpayment.

Appropriate funds will be budgeted each year based upon staff review of the previous year’s actuals, and from relevant information provided by Owen Sound Police Service and will be funded from the levy.

## **2025 Overages**

As noted in CAOR-CW-18-24, the anticipated overage of the CSPT program to be funded by Grey County was estimated to be \$229,440. With approval from County Council, this number was rounded up to \$250,000 and placed in the 2025 budget to be funded from the levy. As the above the agreement states, City Staff recently provided the 2024 Annual Financial Report (attached as Appendix 2), which indicates the actual overage to be \$369,968.14, approximately \$120,000 overspent.

County staff requested clarification from City representatives and the Owen Sound Police Services for the variance in projection. The following rationale was provided by Owen Sound Police Services:

- It is important to note that while all Ontario and Superior Courts of Justice for the Owen Sound Courthouse remain hybrid, all new bail arrests by the police services (OPP and Owen Sound Police) are appearing in-person at the courthouse
- Four new part-time Special Constables completed in-class training and began on-the-job training in December 2024, resulting in an increase for Special Constable hours
- Prisoner transports in 2024 increased 265% from 2023, further resulting in a 13% increase of Special Constable hours
- Courts are still catching up from a backlog during COVID, which has resulted in an increase of cases
- Incidents of violent crimes and homicide cases have increased drastically in recent years. These matters often result in a lengthy trial process and violent offenders in trial often have a dedicated court security member so that they can remain uncuffed and remove any potential bias
- The number of virtual hearings has greatly reduced since COVID, and more prisoners are returning in-person to courts rather than appearing virtually due to challenges in video availability and legal representation.
  - In-person appearances result in increased prisoner transports and human resources to monitor and move the individuals throughout the building
- The courts have instructed individuals appearing for bail, formerly from a police detachment, to attend in-person for consolidation purposes

Given the increased actuals for 2024, the previously budgeted 2026 amount will be adjusted accordingly. To account for the \$120,000 overage in 2025, staff recommend this be funded from any surplus realized in the overall Corporate Services budget or, if none exist, be funded from the One Time Funding Reserve.

As previously described, while the CSPT grant funding is based on actual costs from previous years, it is calculated on a proportionate municipal basis, and there is a lag experienced on any potential increases. An immediate correlated increase is not expected even given the above rationale; however, incremental improvements may be experienced as the Province catches up over the next few years, although not guaranteed.

## **SOLGEN Court Security Directives**

In response to recent events and growing safety concerns in courts throughout the Province, on August 6, 2025, the Ministry of the Solicitor General distributed improved security directives to police agencies that were to be implemented immediately as of August 11, 2025. The enhanced

court security measures were to be adopted in all premises where court proceedings are conducted, with the most obvious changes including the following:

- A single entrance be established for members of the public accessing the courthouse or any premise where court proceedings are conducted
- Anyone attending the courthouse or any premise where court proceedings are conducted be actively screened using metal detectors or security wands
- A security presence on every floor of a courthouse, or any premise where court proceedings are conducted, with armed officers readily available to respond when necessary

As such, beginning on August 11<sup>th</sup>, Owen Sound Police Services began providing an armed officer, in addition to a special constable, at the POA Court in the Grey County Administration Building to wand any persons entering the courtroom. This change has obvious staffing requirements, resulting in further financial implications over and above the overages described previously.

Clarification is still required from SOLGEN to fully determine the scope and impact of the new directives. Court security costs are anticipated to increase as a result regardless of whether the new directives apply to superior courts and/or POA courts, but the impact will be far greater if they do extend to POA. Staff will continue to work with contacts at OSPS, OPP, and SOLGEN to clarify the new directives and further information will be provided to County Council as part of the budget process once the full financial impact has been determined.

To date, the Province has not announced any additional funding to help offset the added expenses associated with the new security directives. Given the significant impact municipalities will face, staff are recommending correspondence be sent to SOLGEN and the Ministry of Attorney General (MAG) requesting all additional court security costs resulting from the new directives to be fully covered by the Province.

## Legislated Requirements

- Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1

## Financial and Resource Implications

Based upon the 2024 Annual Financial Report, the 2025 budget will result in a \$119,168.14 shortfall. Staff recommends that the shortfall be funded from any surplus realized in the overall 2025 Corporate Services budget, or if insufficient funds are available, this be funded from the One Time Funding Reserve.

## Relevant Consultation

- Internal
  - Mary Lou Spicer, Director of Finance
  - Amanda Kokas, Provincial Offences Court Manager

External: SOLGEN, Owen Sound Police Services, City of Owen Sound

## Appendices and Attachments

- Appendix 1: Court Security Costs Contribution Agreement
- Appendix 2: 2024 Annual Financial Report

## Court Security Costs Contribution Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in duplicate between:

### The Corporation of the County of Grey

(referred to in this Agreement as “the County”),

-And-

### The Corporation of the City of Owen Sound

(referred to in this Agreement as “the City”);

WHEREAS the City, in accordance with S. 243 (1) of the *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1*, has a policing responsibility with respect to the premises where court proceedings are conducted including security and prisoner transport; and

WHEREAS the Ministry of Solicitor General has entered into an agreement with the City to provide provincial funding to subsidize the eligible costs of court security and prisoner transport; and

WHEREAS Grey County Council endorsed the resolution in Report CAOR-CW-18-24 Court Security and Prisoner Transportation (CSPT) to enter into an agreement with the City to provide the City with the difference between the City’s net court security and prisoner transport costs and the provincial CSPT grant.

NOW THEREFORE in consideration of the mutual covenants and agreements below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

## General

### Definitions

In this agreement:

“Agreement” means this Agreement and all attached schedules, including all future written amendments to the Agreement and all renewals of this Agreement.

“Annual Financial Report: means the detailed year-end financial report prepared by the Owen Sound Police Service and submitted by the City to the Ministry of the Solicitor General in accordance with the Ontario Transfer Payment Agreement, reporting on actual expenses related to Court Security and Prisoner Transportation.

“Contribution Year” means the calendar year for which the County provides its financial contribution to the City under this Agreement.

“Ontario Transfer Payment Agreement” means the agreement between the City and His Majesty the King in right of Ontario as represented by the Solicitor General for funding security and prisoner transport.

“Reporting Year” means the calendar year covered by the Annual Financial Report submitted to the Province and used to determine the funding contribution for the following Contribution Year.

“Shortfall” means the difference between the City’s net court security and prisoner transport costs and the provincial CSPT grant.

The terms defined in the recitals shall have the same meaning as if repeated here at length.

## Term

This Agreement shall be effective as of the date of execution and shall automatically renew annually until terminated by either party.

## Termination

Either party may terminate this Agreement upon giving to the other 45 days' written notice prior to the end of any given term.

Upon termination, the City absolves the County of any future financial responsibilities as outlined in Section 5.0.

## Responsibilities of the City

As per *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1*, and the Ontario Transfer Payment Agreement between the City and His Majesty the King, the City will meet their policing responsibility with respect to the premises where court proceedings are conducted including security and prisoner transport.

The City shall provide to the County, no later than April 30 of each year, a copy of the Annual Financial Report submitted to the Ministry of the Solicitor General, covering the Reporting Year ending December 31 of the prior calendar year. The report shall include:

A detailed account of the eligible expenses budgeted to provide security and prisoner transport as submitted to the Province

Any supporting correspondence or documentation from the Owen Sound Police Service explaining the basis for the reported expenditures and;

Any information related to realized or potential revenue streams arising from courthouse and building operations

If a new agreement is enacted with the Ministry of the Solicitor General regarding funding security and prisoner transport, or the current one is amended, the City agrees to notify and provide a copy to the County within 15 days. In such a case, the County reserves the right to terminate this Agreement.

The City acknowledges that the County's contribution for each Contribution Year shall be determined using the net shortfall reported in the most recently submitted Annual Financial Report. Accordingly, the financial contribution made in any given calendar year shall reflect the shortfall incurred in the immediately preceding calendar year.

The City recognizes that County Council must annually approve its contribution for Court Security and Prisoner Transportation, considering the most recently submitted Annual Financial Report.

The City shall notify the County at its earliest convenience if an overpayment by the Province has occurred. Consequently, if any debt is incurred due to an overpayment, the City recognizes that it bears the sole responsibility for reimbursing the Province.

## Responsibilities of the County

The County shall assess the Annual Financial Report submitted for the immediately preceding calendar year by the City, and upon verification of the data, shall remit to the City an amount totaling the previous year's shortfall within 60 days once direction is received from County Council.

If County Council requests further explanation from City staff, County staff will undertake notifying City staff of the request, providing them with the opportunity to attend a future County Council meeting to report on their budgetary decisions.

The County will work collaboratively with the City on plans to reduce the overall shortfall through an examination of the budgetary documentation, as well as actualized and potential cost-recovery streams.

The County acknowledges that the County's contribution for each Contribution Year shall be determined using the net shortfall reported in the most recently submitted Annual Financial Report. Accordingly, the financial contribution made in any given year shall reflect the shortfall incurred in the immediately preceding year subject to approval of County Council.

## Privacy and Confidentiality

Both Parties acknowledge and agree that this Agreement and the activities arising out of it are subject to the Municipal Freedom of Information and Protection of Privacy Act R.S.O 1990, c. M.56 as amended (MFIPPA).

## Notice

Any notices required must be in writing and delivered to the following addresses.

For the County:  
County Clerk  
County of Grey Administration Building  
595 9th Ave E  
Owen Sound, ON N4K 3E3  
Fax Number: 519-376-8998  
Email: [countyclerk@grey.ca](mailto:countyclerk@grey.ca)

For the City:  
Briana Bloomfield, City Clerk  
City of Owen Sound  
808 2<sup>nd</sup> Avenue East, Owen Sound, ON N4K 2H4  
Fax: 519 371-0511  
Email: [bbloomfield@owensound.ca](mailto:bbloomfield@owensound.ca)

If delivered in person, it will need to be between 9:00 AM and 4:30 PM, Monday to Friday excluding statutory holidays or other business closure periods. Hand delivered notices will be considered received on the business day of delivery. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed as received.

## Counterparts

This Agreement may be executed in one or more counterparts, including counterparts delivered electronically, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument. Counterparts may be transmitted by fax or in electronically scanned form.

## Indemnification

The City will, both during and following the termination of this Agreement, indemnify and hold harmless the County, its officers, elected officials, servant, agents and employees from and against any and all liabilities, claims, demands, losses, expenses, costs, damages, actions, suits or other proceedings directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the City, its officers, agents, servants, employees, customers, volunteers, invitees or licensees, on the premises or any part thereof and/or, as a result of activities under this Agreement including all services provided, intended to be provided or required to be provided by the City pursuant to this Agreement. This clause will survive the termination of this Agreement.

## Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada. The parties submit to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

## Severability

Each of the clauses in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.

## Entire Agreement

This Agreement is the entire agreement between the parties with respect to the court security costs contribution agreement and replaces all prior written or verbal agreements, understandings, negotiations or discussions.

## Amendment of Agreement

This Agreement can only be changed by a written document signed by signing authorities for both parties.

## Successors and Assigns

Neither party may assign all or any part of this Agreement without the written approval of the other party.

This Agreement benefits and binds the parties and their respective successors and permitted assigns.

## No Partnership

Nothing in this Agreement means that a partnership, joint venture or employment relationship exists between the County and the City or to either party's employees, elected officials, or volunteers.

## Adherence to Laws

Both parties agree to follow all applicable federal and provincial laws in carrying out the terms of this Agreement.

## No Waiver

For either party to release any of its rights under this Agreement, it must be in writing and signed by both parties.

A waiver of a breach of one clause of the Agreement does not apply to any other clause.

A failure or delay in enforcing an obligation in the Agreement does not prevent the enforcement of that obligation at a later date.

## Dispute Resolution

A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the *Ontario Arbitrations Act*.

The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

*[The remainder of this page intentionally left blank.]*

The County and the City, intending to be legally bound, have executed this Agreement on the date first written above.

## The Corporation of the County of Grey

\_\_\_\_\_  
Andrea Matrosovs, Warden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Warder, Clerk

\_\_\_\_\_  
Date

## The Corporation of the City of Owen Sound

\_\_\_\_\_  
Ian Boddy, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Briana Bloomfield, Clerk

\_\_\_\_\_  
Date