MEMORANDUM OF UNDERSTANDING

Practical Skills Training

DATED the 24 day of February, 2025

BETWEEN:

The City of London Police Service Board (hereinafter referred to as LPSB)

AND

Strathroy-Caradoc Police Service Board (hereinafter referred to as SCPSB)

Background

Members of the Strathroy-Caradoc Police (SCPS) have requested permission to attend IRD training provided by the London Police Service (LPS) at its Headquarters, located at 601 Dundas Street, London and at LPS training site located at 2835 Westminster Drive, London Ontario.

NOW THEREFORE, THE PARTIES AGREE THAT:

1. Purpose and Scope:

- 1.1 The purpose of this MOU is to set out the roles and responsibilities of the Parties respecting SCPS members attending any LPS Practical Skills Training, including IRD training.
- 1.2 This MOU is not intended to create any obligations, entitlements, shared liabilities, partnerships, employment relationships or reporting structure between the Parties, unless otherwise explicitly outlined in this MOU.

2. Term

- 2.1 This MOU shall come into force on the date of the later signature of the authorized officials to this MOU.
- 2.2 This MOU shall be effective upon the execution of the Parties and shall continue for five (5) years from the date of signature unless terminated or extended as provided herein.
- 2.3 This MOU may be extended at any time by the mutual consent of the Parties or their authorized signatories, upon such terms and for such period as agreed upon. Any such extension shall be in writing and thereafter form part of this MOU.

3. Obligations of the LPSB:

3.1 The LPSB intends to make requested Practical Skills Training available to SCPS members upon reasonable advance notice from the SCPS, subject to the exigencies and requirements of the LPS including, but not limited to, the need to train members of the LPS. Hours of operation shall be at times mutually agreeable to the SCPS and the LPS Training Branch.

4. Obligations of the SCPSB:

4.1 The LPS will provide all necessary training equipment required for practical skills training, including IRD training.

5. Financial Arrangements:

The LPS will require cost recovery for the training. The cost recovery for IRD training will be \$154.47 per member.

Should other training be required in the future, a cost recovery formula will be used to determine the cost. This cost will be agreed upon by both parties before the training is started.

6. Conduct and Discipline:

- 6.1 SCPS Officers attending training will make themselves known to the Headquarters Duty Desk staff person and sign in, in accordance with LPS visitor policy. Should the training occur at 2835 Westminster Drive, London Ontario SCPS officers will report to the Practical Skills Training Staff on site.
- 6.2 Each Officer will be required to wear their SCPS identification while inside the premise.
- 6.3 The LPS Practical Skills team will reach out SCPS while scheduling them into training to provide direction on dress of the day and any use of force necessary.
- 6.4 Operational responsibility and supervision of the SCPS members pursuant to this MOU will remain with the Chief, SCPS.
- 6.5 As employees of the SCPSB, alleged breaches of discipline involving any SCPS member arising from the operation of this MOU, or otherwise, shall be reported to the Chief, SCPS, and will be dealt with according to the provisions of the *Ontario Police Services Act and Regulations*, as amended.

7. Confidentiality

7.1 During the term of this MOU and after the termination or dissolution thereof for any reason, the Parties shall treat all information they may have acquired in relation to each other in the performance of this MOU as strictly confidential. Each Party shall use the same degree of care to avoid the disclosure of confidential data and information of the other as it uses to protect its own confidential data and information.

8. Indemnity

- 8.1 Except in the case of the LPSB's willful negligence and/or willful misconduct or that of its agents, employees, contractors, or licensees, the SCPSB shall indemnify and save harmless the LPSB from any and all actions, suits, claims and demands which may be brought against or made upon LPSB and from all loss, costs, damages, charges or expenses which may be incurred, sustained or paid by LPSB by reason of or in any way arising from the training of SCPS members provided by LPS.
- 8.2 The indemnity provisions of this MOU shall survive the termination of the MOU.

9. Insurance

9.1 Both Parties shall retain sufficient liability insurance, or other such forms of insurance, such as self-insurance (or equivalent) in an amount not less than five million dollars (\$5,000,000.00) and, upon written request by one Party to the other, proof of the other Party's insurance shall be provided to the requesting Party.

9.2 The SCPSB shall be solely responsible for ensuring coverage and protection of its personnel and will indemnify LPSB for any related claims, costs or expenses.

10. Departmental Representatives

10.1 Any notice pursuant to this MOU shall be in writing and shall be delivered personally, sent by email transmission, or sent by registered mail to the following addresses:

For the SCPSB:	For the LPSB:
NCO i/c SCPS Training Branch	NCO/ic LPS Training Branch
299 Frances Street	601 Dundas Street
Strathroy, ON N7G 4G9	London, ON L6J 5C7

11. Dispute Resolution

11.1 In the event of a dispute arising from the interpretation or operation of this Arrangement, it will be referred to the Parties' representatives set out above, who will use their best efforts to resolve the matter amicably.

12. Termination

- 12.1 The LPSB may, in its sole discretion, terminate this MOU, with written notice, upon the SCPSB's failure to fulfill any of the obligations set out above.
- 12.2 This arrangement may be terminated by either Party upon thirty (30) days written notice. The Party receiving notice of termination may waive the notice period. Termination does not release either Party from any obligations which accrued while the Arrangement was in force.

13. Amendment to the Arrangement

13.1 This MOU may be amended by the written consent of the Parties.

14. Generalities

- 14.1 This MOU and the rights, obligations and relations of the Participants shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.2 This MOU constitutes the entire MOU between the Parties and supersedes any previous MOUs or understandings, collateral, oral or otherwise.

Signed by the authorized officials of the Participants:

For the City of London Police Service Board FOR:

Thai Truong Chief of Police February 24, 2025 Date

For the Strathroy-Caradoc Police Service Board

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February 28, 2025

Brent Cushman Deputy Chief of Police