

SCHEDULE B

PROVINCE OF BRITISH COLUMBIA
MUNICIPAL POLICE SERVICE AGREEMENT

April 1, 2012

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Memorandum of Agreement dated as of April 1, 2012

BETWEEN:

THE GOVERNMENT OF CANADA (herein called “Canada”),

AND

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

Whereas:

- A. Canadians place a high priority on living in a safe and secure society. They look to their governments, at all levels, to provide the leadership required to develop programs and policies that reduce the risk of crime. To meet these expectations, provincial, territorial, and federal governments work together to provide a society that is reflective of Canadian values – a society in which the incidents of crime are reduced and when they do occur are investigated effectively and efficiently. One of the components of a safe Canadian society is policing services that are professional and responsive to community needs;
- B. The Royal Canadian Mounted Police (RCMP), Canada's national police force, maintains a strong and vital federal presence in all provinces and territories. Additionally, the RCMP, through the police service agreements, provides police services to eight Provinces, three Territories and to a large number of Municipalities. The police service agreements provide a professional, cost effective policing model that: is responsive to the Province, Territory or Municipality within which it operates; fosters seamless cooperation between all levels of policing; facilitates the sharing of intelligence; and promotes innovation. The police service agreements afford Canada the benefit of maintaining a federal policing presence across the country; a presence that is deployable and has the capacity to respond to national events that are beyond the policing capacity of Provinces, Territories, Municipalities or Canada to address alone;
- C. The RCMP, built on a foundation of well-trained police officers and non-police personnel, using proven policing techniques, is well placed to aid in the administration of justice in the Provinces and Territories and in carrying into effect the laws in force therein;

Authorities

- D. The Parties recognize that:
- (i) the Province has the constitutional jurisdiction over the administration of justice which includes the responsibility for policing;
 - (ii) the RCMP is a federal entity and matters relating to the control, management, and administration of the RCMP are within exclusive federal jurisdiction; and
 - (iii) the Commissioner of the Royal Canadian Mounted Police, under the direction of the Federal Minister, has the control and management of the RCMP and all matters connected therewith;
- E. Section 14 of the Province's *Police Act* provides that the Provincial Minister of the Province may, with the approval of the Lieutenant Governor in Council, enter into, execute and carry out an agreement with Canada authorizing the Royal Canadian Mounted Police to carry out the powers and duties of the provincial police service;
- F. Section 20 of the *Royal Canadian Mounted Police Act* provides that the Federal Minister may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the RCMP or any portion thereof, in aiding the administration of justice in the province and in carrying into effect the laws in force therein;
- G. The RCMP acting under this Agreement as the Municipal Police Service aids the Province in the administration of justice by implementing the provincial policing objectives, priorities and goals as determined by the Provincial Minister;
- H. Canada and the Province recognize that through this Agreement a relationship with respect to provincial policing is established in the province, built on consultation between Canada and the Province, characterized by respecting each other's constitutional responsibilities and by responding to each other's needs, all in a manner that recognizes the evolving nature of law enforcement;

Mutual Benefits

- I. Contract policing is recognized as an increasingly effective national policing model to address the cross-jurisdictional (i.e., municipal, provincial, territorial, national and international) and evolving nature of crime. Canada and the Province receive benefits from the RCMP acting as the provincial police service by:
- (i) facilitating the flow of intelligence between all levels of policing;

- (ii) having a direct connection, through the RCMP, between municipal, provincial, territorial, national and international policing that is important to modern policing and security of provincial infrastructure and communities;
- (iii) promoting Canadian sovereignty through the RCMP presence across Canada including in isolated communities and at Canada's borders;
- (iv) having RCMP members available for redeployment;
- (v) sharing the costs and use of common police and administrative services; and
- (vi) having a professional, efficient and effective police service that reflects reasonable expenses for operating and maintaining a police service;

Implementation

- J. Canada and the Province are committed to working together towards the common goal of providing a professional, efficient and effective police service committed to aiding in the administration of justice in the Province and carrying into effect the laws in force therein; and in furtherance of these goals, this Agreement will be implemented in a manner that:
- (i) ensures meaningful engagement among the Province, the RCMP and Canada regarding substantive decisions affecting the quality and cost of the Municipal Police Service within the province;
 - (ii) respects the need to be responsive to changing policing requirements and can accommodate potential changes including those in relation to policing policies, strategies, methodologies, models, and police review and complaint mechanisms that may arise during the term of the Agreement;
 - (iii) ensures the RCMP provides information, explanations and responds to the Province in respect of the Municipal Police Service provided in the province and the costs of the Municipal Police Service; and
 - (iv) promotes the principles of public trust, transparency and accountability;

Authorizing Orders

- K. By Order in Council P.C. 2011-1344 dated November 17, 2011, the Governor in Council authorized the Minister of Public Safety and Emergency Preparedness to enter into this Agreement on behalf of the Government of Canada;

- L. by Order in Council number [____] dated [_____, 20__], the Lieutenant Governor in Council authorized the Minister of Justice and Attorney General of British Columbia to enter into this Agreement on behalf of the Government of British Columbia;

NOW, THEREFORE, in consideration of their respective obligations set out below, the Parties hereto agree as follows:

ARTICLE 1.0 INTERPRETATION

- 1.1 In this Agreement each of the following terms will, unless the context otherwise requires, have the meaning set out beside it:
- a) “Applicable CRF Lending Rate” means the rate of interest approved by the Minister of Finance for Canada, in the month that an item of Equipment–Type A is purchased, for amortized loans from the Consolidated Revenue Fund for Canada equal to the period of amortization set for item of Equipment–Type A under paragraph 11.2(l);
 - b) “Attorney General” means the chief law officer of the Province;
 - c) “Chief Executive Official or “CEO” means the mayor, reeve, warden or other elected head of the municipality, however designated, and includes such delegate approved, from time to time, by the municipal council;
 - d) “Commanding Officer” means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;
 - e) “Commissioner” means the Commissioner of the Royal Canadian Mounted Police or his or her delegate;
 - f) “Detachment” means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;
 - g) “Detachment Commander” means the Member in charge of a Detachment who manages its physical, financial and human resources;
 - h) “Division” means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;
 - i) “Earned Retirement Benefit” means an allowance that is earned and accumulated over time and then paid out in a lump sum to the Member upon retirement;

- j) “Emergency” means an urgent and critical situation of a temporary nature that requires a deployment of additional police resources to maintain law and order, keep the peace or protect the safety of persons, property or communities;
- k) “Equipment” means, at a minimum, all property other than land and buildings whether purchased, leased, constructed, developed or otherwise acquired, and includes Equipment–Type A and Equipment–Type B;
- l) “Equipment–Type A” refers to Equipment acquired on a non-recurring or extraordinary basis such as specialized motor vehicles, ships and other watercraft, aircraft of any kind, whether manned or un-manned, identification systems, telecommunication and other communication systems including radio towers and related assets that may be affixed to real property;
- m) “Equipment–Type B” refers to Equipment acquired on an annual or recurring basis such as standard police cruisers, radio and computer equipment, security and investigational equipment such as identification devices, firearms, photographic devices and systems, and technology and other licensing fees;
- n) “External Review Committee” means the Committee that is defined in the *Royal Canadian Mounted Police Act*;
- o) “Fair Market Value” means an amount equal to the price at which an item or Equipment might be expected to bring if offered for sale in a fair market and that price will normally be determined through a standard industry valuation protocol, such as an independent appraisal, obtained by Canada;
- p) “Federal Minister” means the federal Minister responsible for the Royal Canadian Mounted Police;
- q) “Fiscal Year” means the period beginning on April 1 in any year and ending on March 31 in the next year;
- r) “Full Time Equivalent Utilization” or “FTE Utilization” means, for the Service, the number calculated as follows:
 - i) the total number of days worked, including vacation time and statutory holidays, by all Members, or Support Staff, as the case may be;
 - ii) divided by the applicable work year, where:

- A) the work year for a Member is a 260 day year based on an 8 hour work day; and
- B) the work year for a Support Staff is a 260 day year based on 7.5 hour work day;

except leap years when the work year for both Members and Support Staff are increased by one work day;

- s) “Furnished”, with respect to any accommodation, means supplied with office furnishings including desks, chairs, filing cabinets, bookcases and tables but does not include office equipment such as computers, calculators, photo copiers, fax machines and specialized security equipment;
- t) “Major Event” means an event of national or international significance that is planned in advance, within Canada, that requires additional police resources, if the overall responsibility for security for that event rests with Canada;
- u) “Member” means any member of the RCMP appointed pursuant to the *Royal Canadian Mounted Police Act* and any Regulations made pursuant thereto and, without limitation, includes any regular member, special constable, special constable member and civilian so appointed;
- v) “Member in Charge” means the Detachment Commander or other senior Member in charge of the Municipal Police Service;
- w) “Municipal Police Service” or “Service” means the aggregate of resources and Members utilized by Canada to provide policing services to all the Municipalities listed in Annex “A” to this Agreement, but does not include those resources and Members utilized primarily in:
 - i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information Centre System, identification services, or the Canadian Police College;
 - ii) national security investigation services;
 - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - iv) services provided to or on behalf of federal government departments; and

- v) any policing services provided under the Provincial Police Service Agreement;
- x) “Municipality” means any city, town, village, hamlet or other organized area that is designated as such by any law of the Province;
- y) “Municipal Police Unit” means, with respect to each of the Municipalities listed in Annex “A”, the portion of the Municipal Police Service assigned by Canada to provide the police services for that Municipality;
- z) “Parties” means Canada and the Province;
- aa) “Pension Contribution” means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the *Royal Canadian Mounted Police Superannuation Act*, the *Supplementary Retirement Benefits Act*, the *Public Service Superannuation Act*, the *Special Retirement Arrangements Act*, and the *Canada Pension Plan*;
- bb) “Province” means the Province of British Columbia;
- cc) “Provincial Minister” means the provincial Minister responsible for policing services in the Province;
- dd) “Provincial Police Service” means the Provincial Police Service as defined in the Provincial Police Service Agreement;
- ee) “Provincial Police Service Agreement” means an agreement that covers a period beginning April 1, 2012, between Canada and the Province for the provision by Canada of provincial police services;
- ff) “Public Complaints Commission” means the Commission, or its successor, that is defined in the *Royal Canadian Mounted Police Act*;
- gg) “Region” means a grouping of Divisions or subdivisions, created by the Commissioner, for the purposes of administration;
- hh) “Renovate” means a renovation of a building or living quarters and its sub-systems which substantially prolongs its useful life up to and including effectively resetting that useful life to be equal to that of a newly constructed building or living quarters. The age of a building or living quarters which has been fully Renovated is determined as if that building or living quarters were constructed in the Fiscal Year that the Renovation was completed;

- ii) “Royal Canadian Mounted Police” or “RCMP” means the police force for Canada continued under the *Royal Canadian Mounted Police Act*;
 - jj) “Salary” means monetary compensation, including annual salary, service pay, senior constable allowance, shift allowance, and other pay provided in recognition of additional duties or time worked;
 - kk) “Special Event” means an event of a short duration that is organized in advance, for which the overall responsibility for policing rests with the provincial or municipal government, and for which additional police resources are required to maintain law and order, keep the peace or protect the safety of persons, property or communities;
 - ll) “Staff Relations Representative Program” means the program established under the *Royal Canadian Mounted Police Regulations, 1988*;
 - mm) “Support Staff” means all those individuals, other than Members, who are provided by the Province or a Municipality in support of providing and maintaining the Municipal Police Unit including clerks, data processors, telecommunication operators, jail guards, janitors and analysts; and
 - nn) “Unit” means a named component of the Division to which Members of the Provincial Police Service are assigned.
- 1.2 Each of the following is attached hereto and forms a part of this Agreement:
- a) Annex “A” – Schedule of Personnel Resources Assigned to the Municipal Police Service;
 - b) Annex “B” – Request for Increase or Decrease of the Municipal Police Unit for that Municipality; and
- 1.3 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.
- 1.4 The headings in this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement or affect its meaning.
- 1.5 This Agreement constitutes the entire and only agreement between the Parties for the provision and maintenance of the Municipal Police Service and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are expressly incorporated by reference into this Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained or referenced in this Agreement.

ARTICLE 2.0 **PURPOSE AND SCOPE**

- 2.1 a) Canada will, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a Municipal Police Unit within each of the Municipalities listed in Annex “A” during the term of this Agreement.
- b) Canada is hereby authorized by the Province to carry out the powers and duties of the provincial police force for the purpose of providing each Municipal Police Unit in accordance with this Agreement.
- c) The number of personnel listed opposite each of the Municipalities listed in Annex “A”, are:
- i) all the Members in the Municipal Police Unit for that Municipality as adjusted from time to time in accordance with the provisions of subarticles 5.1 and 5.2; and
- ii) the number of staff assigned to divisional or regional administration required to support the Service.
- 2.2 The Province is liable for any obligation in this Agreement that purports to be an obligation of any Municipality; the discharge of any obligation of the Province by a Municipality shall operate as a discharge of the Province.
- 2.3 Those Members who form part of any Municipal Police Unit:
- a) will perform the duties of peace officers;
- b) will render such services as are necessary to:
- i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the laws in force in the Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and
- ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the laws in force in the Province or the municipality, be executed and performed by peace officers;
- c) may render such services as are necessary to prevent offenses against by-laws of the Municipality, after having given due consideration to other demands for enforcement services appropriate to the effective and efficient delivery of police services in the Municipality.

- 2.4 a) No Municipal Police Unit will be required to perform any duties or provide any services that are not appropriate to the effective and efficient delivery of police services in the Municipality.
- b) If, at the date of this Agreement, the Municipal Police Unit is performing any duties or providing any services referred to in paragraph (a), the Municipal Police Unit will continue to perform such duties and provide such services until such time as these duties and services are performed or provided by some other persons.
- c) During the term of this Agreement, and at such times as they may mutually agree, the Member in Charge, and as required the Commanding Officer, the Provincial Minister and the CEO will identify, discuss and, if it is mutually agreed to be feasible, the Province and the Municipality will use their best efforts to implement alternative means by which the Municipal Police Unit would cease to perform any of the duties or provide any of the services referred to in paragraph (a).
- 2.5 The Province will, or any Municipality may, provide, without any cost to Canada, all necessary Support Staff; such staff will meet the job and other related requirements as determined by the Commissioner.
- 2.6 If the Province or a Municipality listed in Annex "A" provides Support Staff to Canada in support of provincial or federal policing, Canada will pay the Province a proportional share of the salaries for that part of the Support Staff that is so utilized.
- 2.7 If the Province or a Municipality does not provide the Support Staff required by subarticle 2.5, Canada may provide, upon reasonable notice to the Province or Municipality, resources in place of such Support Staff, and the Province will pay 100 per cent of all the costs incurred by Canada to provide such resources.
- 2.8 The Provincial Minister, in consultation with the Commanding Officer, may require any Municipal Police Unit from time to time to provide assistance or special expertise temporarily to other police agencies in the Province.

ARTICLE 3.0 **TERM OF AGREEMENT**

- 3.1 Notwithstanding the date on which this Agreement is executed and subject to subarticle 3.3, this Agreement will take effect from and cover the period beginning April 1, 2012, and ending March 31, 2032.
- 3.2 This Agreement may be extended or renewed for an additional period upon terms that are agreed to by the Parties.

- 3.3 a) This Agreement may be terminated on March 31 in any year by either Party giving the other Party notice of such termination not less than 24 months prior to the date of the intended termination.
- b) In the event of termination of this Agreement, the Parties agree, during the period following that notice and the date of the intended termination, to cooperate and assist each other to effect an orderly transition of service from the RCMP as the Municipal Police Service to such other police service that is authorized by the Province to carry out those powers and duties.

ARTICLE 4.0 EXCLUSIONS AND INCLUSIONS

- 4.1 Subject to the other terms and conditions of this Agreement, neither Canada nor the Province will add to or delete from the duties or functions of the Municipal Police Service as they were on March 31, 2012, without prior consultation and agreement between the Federal Minister and the Provincial Minister.

ARTICLE 5.0 INCREASE OR REDUCTION IN THE MUNICIPAL POLICE SERVICE

- 5.1 Canada will increase the number of Members in any Municipal Police Unit as soon as practicable within one year from the receipt of a written request and confirmation of the corresponding financial commitment from the Provincial Minister.
- 5.2 Canada will decrease the number of Members as soon as practicable within one year from the receipt of a written request from the Provincial Minister unless the Federal Minister gives written reasons to the Provincial Minister stating that the requested reduction would lower the level of resources below the level needed to deliver effective and efficient policing or to maintain public or officer safety.
- 5.3 Every written request and financial confirmation made in accordance with subarticle 5.1 and every written request made in accordance with subarticle 5.2 will be made in the form substantially as set out in Annex "B".
- 5.4 Whatever change is made in accordance with subarticles 5.1 or 5.2 will be recorded in Annex "A".
- 5.5 Subject to the discretion of the Commanding Officer, no Member will be replaced when attending a training course that is related to the Municipal Police Service, when on annual leave, or when ill except where illness results in a Member's absence for a period of more than 30 consecutive days.

ARTICLE 6.0 MANAGEMENT OF THE MUNICIPAL POLICE SERVICE

- 6.1 The internal management of the Municipal Police Service, including its administration and the determination and application of professional police standards and procedures, will remain under the control of Canada.
- 6.2 The Provincial Minister and the CEO will determine, in consultation with the Commissioner, the level of policing service to be provided by each Municipal Police Unit.
- 6.3 Nothing in this Agreement will be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province.
- 6.4 The professional police standards and procedures determined in respect of the Provincial Police Service in accordance with the Provincial Police Services Agreement subarticle 6.5 will also apply to the Municipal Police Service, unless the Commissioner is of the opinion that to do so would be contradictory to a requirement imposed by law, or would negatively affect the RCMP's ability to deliver effective or efficient police services.
- 6.5 It is understood and agreed by Canada and the Province that notwithstanding that this Agreement is between Canada and the Province, Canada may deal directly with any Municipality in respect to any matter where such an arrangement is indicated in the Agreement, including matters related to invoicing, payment and financial and resource planning, and such other matters as may be agreed between the Provincial Minister and the Commanding Officer.

ARTICLE 7.0 THE COMMANDING OFFICER AND THE OPERATION OF THE MUNICIPAL POLICE SERVICE

- 7.1 For the purposes of this Agreement, the Commanding Officer will act under the direction of the Provincial Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force in the Province.
- 7.2 It is recognized that, pursuant to the Provincial Policing Service Agreement, the Commanding Officer will implement the objectives, priorities and goals as determined by the Provincial Minister for policing in the Province.
- 7.3 The Commanding Officer will:
- a) in a reasonable and timely manner, provide the Provincial Minister or the Attorney General with any information that comes into the possession of any Member utilized in the Province and which affects the administration

of justice in the Province and such other information as requested by the Provincial Minister or the Attorney General, all of which is subject to applicable laws; the information will be provided in a manner and in a form to be agreed upon by the Commanding Officer and the Provincial Minister or Attorney General; and

- b) provide the Provincial Minister each month with the particulars of any new or outstanding complaints made against the Service by any member of the public to the RCMP, all of which is subject to applicable laws; the form and substance of the particulars will be agreed upon by the Commanding Officer and the Provincial Minister.
- 7.4 The CEO may set objectives, priorities and goals for the Municipal Police Unit that are not inconsistent with those of the Provincial Minister for other components of the provincial police service.
- 7.5 The Member in Charge of the Municipal Police Unit will, subject to paragraph 2.3(c) and when enforcing the by-laws of the Municipality, act under the lawful direction of the CEO or such other person as the CEO may designate in writing.
- 7.6 The Member in Charge of the Municipal Police Unit will:
- a) report as reasonably required to either the CEO or the designate of the CEO on the matter of law enforcement in the Municipality and on the implementation of the objectives, priorities and goals for the Municipal Police Unit; and
 - b) provide the CEO each month with the particulars of any new or outstanding complaints made against the Municipal Police Unit by any member of the public to the RCMP, all of which is subject to applicable laws; the form and substance of the particulars will be agreed upon by the Member in Charge and the CEO.
- 7.7 Before appointing the Member in Charge, the Commanding Officer will consult with the Provincial Minister, and the Provincial Minister may request that the community be consulted, in which case, such consultation is to be undertaken in accordance with the RCMP's policies on community participation.
- 7.8 In the event that the Municipality desires the removal of any particular Member of the Municipal Police Unit, a written request for such removal, together with the reasons, will be forwarded by the CEO to the Commanding Officer, who will give such request full consideration; if the matter is not then resolved the Commanding Officer will refer the request to the Commissioner whose decision will be final.

ARTICLE 8.0 RESOURCES AND ORGANIZATION

8.1 In each Fiscal Year the Commanding Officer will give to the Provincial Minister annual statements, and such additional statements as may be reasonably requested from time to time by the Provincial Minister, of the composition of the Municipal Police Service that show or include:

- a) the number of Members, as shown in Annex “A”, by rank and function as utilized as part of the Service and shown by Municipal Police Unit and at divisional headquarters;
- b) the number of vacancies which represent positions with no one assigned to the positions;
- c) the number of vacancies in which the assigned individual is on special leave and, where possible, including an indication of whether or not an additional individual has been assigned to backfill the position;
- d) the number of Members being deployed in surplus to the established strength;

and in each case an explanation of changes since the previous statement.

8.2 In each Fiscal Year, in respect of each Municipal Police Unit, the Member in Charge will give to the CEO annual statements, and such additional statements as may be reasonably requested from time to time by the CEO, of the composition of the Municipal Police Unit that show or include:

- a) a current organization chart of the Municipal Police Unit;
- b) the location and function of all Members and Support Staff who are not casual employees;
- c) the location and function of all casual employees and temporary employees;
- d) the number of vacancies which represent positions with no-one assigned to the positions;
- e) the number of vacancies in which the assigned individual is on special leave and, where possible, including an indication of whether or not an additional individual has been assigned to backfill the position;
- f) the number of Members being deployed in surplus to the established strength;

and in each case an explanation of changes since the previous statement.

- 8.3 For the purposes of human resource planning for the next Fiscal Year, the Member in Charge will consult with the CEO and obtain approval, or approval in principle, from the CEO on or prior to June 1 of each year for the number of Members required to maintain the level of policing service to be provided by the Municipal Police Unit as determined pursuant to subarticle 6.2.
- 8.4 The Member in Charge, upon receiving reasonable notice, will provide the Provincial Minister and CEO with any additional information, to the extent possible, relating to human resource and organizational planning of the Municipal Police Unit.

ARTICLE 9.0 EMERGENCIES & EVENTS

- 9.1 If, in the opinion of the Provincial Minister, an Emergency in an area of provincial responsibility exists or is likely to exist in the Province:
- a) part of a Municipal Police Unit will, at the written request of the Provincial Minister made to the Commanding Officer, and after consultation with the CEO, be redeployed to such extent as is reasonably necessary to maintain law and order, keep the peace and protect the safety of persons, property or communities;
 - b) the Province will pay the costs of the redeployment including Salary, transportation and maintenance as follows:
 - i) the Province will pay the costs at the applicable cost-sharing ratio set out in subarticle 11.1; and
 - ii) after 30 days from the redeployment the Province will pay 100 per cent of such costs to Canada where the Emergency arises as a result of a municipal police strike or dispute, or the disbandment of a municipal police force for an area which is not normally policed by the RCMP.
 - c) the Commissioner will ensure that the Municipality continues to receive adequate policing.
- 9.2 If, in the opinion of the Commissioner, an Emergency in an area of provincial or territorial responsibility exists or is likely to exist outside the Province:
- a) the Commissioner may, after consultation with the Provincial Minister and the CEO, temporarily withdraw up to 10 per cent of the Members of any

Municipal Police Unit (including any necessary Equipment) to deal with such an Emergency;

- b) during the period of any withdrawal the Province will not bear the Salary and incremental costs of the Members and Equipment withdrawn from the Municipal Police Service; and
 - c) the Commissioner will ensure that the Municipality continues to receive adequate policing.
- 9.3 If, in the opinion of the Commissioner, there is a need to use part of a Municipal Police Unit with respect to an Emergency in an area of federal responsibility that exists or is likely to exist anywhere in Canada:
- a) the Commissioner may, after consultation with the Provincial Minister and the CEO, temporarily withdraw up to 10 per cent of the Members of any Municipal Police unit (including any necessary Equipment) to perform any duties or functions to deal with such Emergency;
 - b) if the Emergency exists inside the Province, Canada will pay all costs of the withdrawal and redeployment including Salary, transportation and maintenance as follows:
 - i) Canada will pay all such costs for the first 30 days at the cost-sharing ratio set out in subarticle 11.1; and
 - ii) after 30 days, Canada will pay 100 per cent of all such costs;
 - c) if the Emergency exists outside the Province, the Province will not bear the Salary and incremental costs of the Members and Equipment withdrawn.
 - d) the Commissioner shall ensure that the Municipality continues to receive adequate policing.
- 9.4 If, in the opinion of the Commissioner, there is a need to use part of a Municipal Police Unit with respect to a Major Event that exists or is likely to exist anywhere in Canada:
- a) the Commissioner may, in consultation with the Provincial Minister and the CEO, temporarily withdraw up to 10 per cent of the Members of any Municipal Police Unit (including any necessary Equipment) to perform any duties or functions with respect to such Major Event; and

- b) Canada shall pay 100 per cent of all costs of the withdrawal and redeployment including Salary, transportation and maintenance, for the duration of the entire Major Event.
- 9.5 Withdrawal or redeployment of Members from a Municipal Police Unit in accordance with this article will not extend for a period of more than 30 consecutive days without further consultation between the Federal Minister, the Provincial Minister, and the CEO.
- 9.6
- a) For the purpose of a Special Event, the Municipal Police Service may be redeployed to provide additional police resources as is reasonably necessary to maintain law and order, keep the peace and protect the safety of persons, property or communities.
 - b) For the purposes of paragraph (a), the redeployment of additional police resources will be based on the Municipal Police Service's operational assessment of the type of gathering, potential crowd behaviour and other situational factors. The duties to be performed by the additional police resources are to be in accordance with subarticle 2.3 and paragraph 2.4(a).
 - c) The Province or Municipality, as the case may be, receiving the additional resources will pay all of the costs of the redeployment including Salary, transportation and maintenance at the applicable cost-sharing ratio set out in subarticle 11.1.

ARTICLE 10.0 MUNICIPAL POPULATIONS

- 10.1 If on March 31, 2012, with respect to any Municipality, there was any agreement between Canada and the Province for the provision by the RCMP of a municipal policing service, that agreement will be replaced by this Agreement.
- 10.2
- a) If on March 31, 2012, the RCMP provided provincial policing services in any Municipality with a population of 5,000 or more, the Municipality will, if it wishes to continue to receive policing services from the RCMP, be added to Annex "A" or if directed by the Provincial Minister pursuant to paragraph 10.3(b) or the Provincial Police Service Agreement, and if the population is and remains less than 15,000, will be provided with policing services by a Unit of the Provincial Police Service.
 - b) If on March 31, 2012, the RCMP provided policing services in any Municipality that, during the term of this Agreement, attains a population of 5,000 or more, the Municipality will, if it wishes to continue to receive policing services from the RCMP, be added to Annex "A" or if directed by the Provincial Minister pursuant to paragraph 10.3(c) or the Provincial Police Service Agreement, and if the population is and remains less than

15,000, will be provided with policing services by a Unit of the Provincial Police Service.

- c) If during the term of this Agreement, the RCMP provided policing services to any area that was not a Municipality but becomes a Municipality with a population of 5,000 or more, the Municipality will, if it wishes to continue to receive policing services from the RCMP, be added to Annex “A” of this Agreement, or if directed by the Provincial Minister pursuant to paragraph 10.3(d) or the Provincial Police Service Agreement, and if the population is and remains less than 15,000, will be provided with policing services by a Unit of the Provincial Police Service.
 - d) For greater certainty, if the Provincial Minister directs that a Municipality be provided with policing services by a Unit of the Provincial Police Service, then the costs for providing those services will be determined in accordance with the Provincial Police Service Agreement.
- 10.3 For the purposes of this Agreement, the population of the Municipality will be determined as follows:
- a) for the period of April 1, 2012, to March 31, 2017, the population of the Municipality as established by the 2011 federal census;
 - b) for the period of April 1, 2017, to March 31, 2022, the population of the Municipality as established by the 2016 federal census;
 - c) for the period of April 1, 2022, to March 31, 2027, the population of the Municipality as established by the 2021 federal census; and
 - d) for the period of April 1, 2027, to March 31, 2032, the population of the Municipality as established by the 2026 federal census,
- 10.4 Except as otherwise provided in the Article, after April 1, 2012, no Municipality shall be added to Annex “A” without the express consent of the Federal Minister.

ARTICLE 11.0 BASIS OF CALCULATION OF PAYMENT

- 11.1 a) Subject to any other terms of this Agreement, in respect of each Fiscal Year the Province will pay to Canada, at the applicable cost-sharing ratio determined in accordance with paragraph (b), the cost of providing and maintaining each Municipal Police Unit as determined in accordance with this article.
- b) Subject to Article 10, the cost of any Municipal Police Unit will be shared between Canada and the Province as follows:

- i) if the Municipality has a population of less than 15,000, the Province will pay to Canada 70 per cent of the cost; and
- ii) if the Municipality has a population of 15,000 or more, the Province will pay to Canada 90 per cent of the cost.

11.2 The cost referred to in subarticle 11.1 will include expenditures made by Canada in each Fiscal Year to provide and maintain each of the Municipal Police Units, including:

- a) all operating and maintenance costs such as Salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies, and miscellaneous operational expenses as established by the RCMP's Chart of Accounts;
- b) all costs of Equipment purchases, except if the cost for an Equipment purchase is equal to or exceeds \$150,000 and if the Provincial Minister has requested that such cost for that purchase be amortized in accordance with paragraph (l);
- c) the cost to Canada for the employer's Pension Contribution with respect to Members under the *Royal Canadian Mounted Police Superannuation Act*, the *Special Retirement Arrangements Act* and the *Supplementary Retirement Benefits Act* determined by the provisions of the Provincial Police Service Agreement;
- d) the cost to Canada for the employer's Pension Contribution with respect to federal public service employees, which Pension Contribution shall be determined annually by reference to the Actuarial Report of the Office of Superintendent of Financial Institutions;
- e) the cost to Canada for the employer's contributions made under the *Canada Pension Plan* with respect to Members and federal public service employees;
- f) the cost to Canada of the employer's contributions for employment insurance with respect to Members and federal public service employees;
- g) the per Member costs for each category described in clauses (A) through (E), which are shared by all activities in the Division, will be calculated by:
 - i) dividing the total costs of each category (A) through (E), by

- ii) the annual Full Time Equivalent Utilization of all Members for all activities in the Division for each Fiscal Year, excluding those Members who are assigned to divisional/regional headquarters administration, and
- iii) multiplying the result by the Full Time Equivalent Utilization of Members of the Service.
 - A) Divisional and regional headquarters administration services, such as:
 - 1) Management;
 - 2) Financial Management;
 - 3) Human Resources;
 - 4) Information Technology; and
 - 5) Asset Management;
 - B) Special Leave, such as:
 - 1) Medical;
 - 2) Maternity;
 - 3) Paternity;
 - 4) Parental;
 - 5) Graduated Return to Work; and
 - 6) Pregnant Member Working;
 - C) Pay in lieu of leave;
 - D) Health Services, such as:
 - 1) Health Services for regular members;
 - 2) Health Services for civilian members;
 - 3) Health Services for non-members, including Applicants and Public Service Employees; and

- 4) Health Services Offices/Administration Unit;
- E) Earned Retirement Benefit, provided always that if it becomes technically possible to allocate these costs in a manner that reflects the jurisdiction in which the Earned Retirement Benefits were accrued then the allocation method may be changed;
- h) for the Fiscal Years beginning April 1, 2012, and ending March 31, 2015, all the costs of recruiting, the Cadet Training Program at Depot and the Police Dog Service Training Centre incurred by Canada and listed in the provisions of paragraph (i) will be deemed to be equal to the product obtained by multiplying \$3,500 by the total FTE Utilization of Members in the Municipal Police Unit for the Fiscal Year;
- i) beginning April 1, 2015, all the costs of recruiting, Cadet Training Program at Depot, and the Police Dog Service Training Centre to be determined as follows:

Recruiting

- i) The average of all the expenditures made by Canada in respect of recruiting for the RCMP for the previous three Fiscal Years, divided by the average FTE Utilization of Members in the RCMP for the previous three Fiscal Years and multiplying the result by the total FTE Utilization of Members in the Municipal Police Unit for the Fiscal Year.
 - A) The expenditures made by Canada for recruiting, such as:
 - 1) Divisional, Regional and National Recruitment, including things such as: the salary and travel of recruiters, office supplies and equipment, and, advertising and marketing.
 - 2) Processing of Applicants, including things such as: the travel of applicants, recruitment steps like career presentations, written examinations, physical, medical and psychological testing, interviews to assess suitability of applicants, reliability examinations using a polygraph interview, field investigations and the issuing of security clearances.
 - B) The expenditures made by Canada for major capital investments to construct, Renovate or acquire buildings for recruiting are excluded.

Cadet Training Program at Depot

- ii) The average of all the expenditures made by Canada in respect of the Cadet Training Program at Depot for the previous three Fiscal Years, less the average of any revenues received by Canada in respect of the provision of training services to third parties for the previous three Fiscal Years, divided by the average FTE Utilization of Members in the RCMP for the previous three Fiscal Years and multiplying the result by the total FTE Utilization of Members in the Municipal Police Unit for the Fiscal Year.
 - A) The expenditures made by Canada for the Cadet Training Program at Depot, such as:
 - 1) Cadet Training, including things such as: cadet allowance; clothing and operational equipment; travel to Depot and relocation of the cadet to their first posting;
 - 2) Training Support and Depot Administration, including things such as: salaries; relocation of trainers to Depot; office supplies and equipment;
 - 3) Facilities operating and maintenance, including things such as: maintenance equipment and vehicles; professional and contractual services; utilities and minor capital;
 - B) The expenditures made by Canada for the Cadet Training Program at Depot exclude expenditures made in respect of major capital to construct, Renovate or acquire buildings, and exclude the operating and maintenance for buildings at Depot that are not used to support the Cadet Training Program (such as the RCMP Heritage Centre).

Police Dog Service Training Centre

- iii) The average of all the expenditures made by Canada in respect of the Police Dog Service Training Centre (“PDSTC”) for the previous three Fiscal Years, less the average of any revenues received by Canada in respect of the sale of dogs or the provision of training services to third parties for the previous three Fiscal Years, divided by the average FTE Utilization of police dog teams in the RCMP for the previous three Fiscal Years, and multiplying

the result by the total FTE Utilization of police dog teams in the Municipal Police Unit for the Fiscal Year.

A) The expenditures made by Canada for PDSTC, such as:

- 1) Dog Breeding, including such things as: kennel operations, equipment, professional services (e.g., veterinary).
- 2) Dog Team Training Program (police dog and handler) and Validation (re-certification) including things such as: training operations, and the salary and travel of instructors.
- 3) PDSTC Administration, including things such as: salaries, operating and maintenance, relocation to PDSTC, and office supplies and equipment; and
- 4) Facilities operating and maintenance, including things such as: maintenance equipment and vehicles, utilities, minor capital, and contractual services.

B) The expenditures made by Canada for major capital to construct, Renovate or acquire buildings in support of the PDSTC are excluded.

- j) the costs incurred by the Municipal Police Unit for participation in the PRIME-BC (RMS) information management system, operated by PRIMECORP Police Records Information Management Environment Incorporated.
- k) the cost incurred by Canada in providing security at points of entry in respect of the Municipal Police Service, including at divisional or regional headquarters determined on a proportional basis relative to the total occupancy of the building;
- l) if any item of Equipment–Type A costs at least \$150,000 and if requested by the Provincial Minister, an amount equivalent to the straight line amortization of the capital cost over the estimated life of that item of equipment, together with interest at a rate equal to the Applicable CRF Lending Rate on the unpaid balance of the capital cost. The estimated life of that item of equipment will be no longer than the period determined by Canada to depreciate such equipment and the amortization period will not exceed the estimated life of that item of equipment. The Provincial Minister may also specify an amortization period that is shorter than the estimated life of the item of equipment;

- m) the cost of maintaining and providing the Public Complaints Commission to be calculated in each Fiscal Year by dividing the cost to Canada of maintaining and providing the Public Complaints Commission for that Fiscal Year by the total FTE Utilization of Members in the RCMP in that same Fiscal Year and multiplying the result by the total FTE Utilization of Members in the Municipal Police Unit in that same Fiscal Year;
- n) the cost for legal advisory services received by the RCMP in direct support of providing and maintaining the Municipal Police Unit within the municipality, and those costs are to be calculated by:
 - i) dividing the applicable base amount determined in accordance with subparagraphs (ii) and (iii) by the total FTE Utilization of Members in the police services of each province, territory, and municipality with which Canada has a similar agreement or an agreement for a municipal police service and multiplying the result by the total FTE Utilization of Members in the Municipal Police Unit for the Fiscal Year;
 - ii) for the Fiscal Year beginning April 1, 2012, and ending March 31, 2013, the applicable base amount is to be \$2,000,000; and
 - iii) each base amount established under this Agreement will be adjusted in the next Fiscal Year to establish a new base amount to be applicable to that next Fiscal Year, such adjustment is to be calculated on the basis of any change during the immediately preceding Fiscal Year in the National Consumer Price Index determined by Statistics Canada, such adjustment to be made immediately following when that change becomes known.
 - iv) the initial value of the Consumer Price Index will be 118.8, for the month of November 2011 as set out in Table 6 of the Consumer Price Index published by Statistics Canada.
 - v) for greater certainty, the costs for legal advisory services are not to include those costs related to a matter where Canada and the Municipality are adverse in interest or if the costs are excluded by operation of paragraph 11.3(c) or subarticle 11.10.
- o) where costs are incurred by the RCMP to provide and maintain the enhanced reporting and accountability capacity to provide improved administration of this Agreement, the Province's share of those costs are to be calculated by:

- i) dividing the costs determined in accordance with subparagraph (ii) by the total FTE Utilization of Members in the police services of each province, territory, and municipality with which Canada has a similar agreement or an agreement for a municipal police service and multiplying the result by the total FTE Utilization of Members in the Municipal Police Unit for the Fiscal Year;
- ii) subject to subparagraph (iv), the costs are deemed to be \$1,500,000.
- iii) the RCMP will provide annual statements on the number, location and position of all staff assigned to provide and maintain the enhanced reporting and accountability capacity and the activities generated by those staff.
- iv) by March 31, 2015, the Contract Management Committee will undertake a review of reports being produced to assess whether they are meeting the interests of the Committee, whether adjustments are necessary and to assess associated cost implications of any adjustments if made.
- v) The Parties acknowledge that the enhanced reporting and accountability capacity will, to the extent reasonably possible, generate such reporting as may be required under the terms of this Agreement.
- vi) the Parties agree that the resources dedicated to such capacity may only be increased by agreement between Canada and all of the provinces and territories with which Canada has an agreement similar to this Agreement, and if an increase is agreed to, that the base amount will be revised by agreement in writing.
- vii) the Parties commit to work together to avoid a duplication of existing capacity within the Service and to explore ways in which they can better utilize that capacity to provide improved administration of this Agreement.

11.3 The cost of each Municipal Police Unit will not include:

- a) the cost of relocation of personnel;
- b) the cost of Equipment–Type A if such cost is at least \$150,000 per item and if the Provincial Minister has requested that such cost be amortized under paragraph 11.2(1);
- c) the cost of any civil action, compensation claim, *ex gratia* payment or

claim for associated legal fees; and

- d) the cost incurred by Canada in respect of providing point of entry security for federal buildings other than divisional or regional headquarters.

11.4 With respect to each Municipality that has a population of under 15,000, the Province will pay to Canada in each Fiscal Year the costs determined in accordance with subarticle 11.2 and calculated by applying the following formulae:

a) $A/AM = PM$, where:

- i) "A" is the aggregate cost of all the Municipal Police Units in municipalities in the Province having a population of less than 15,000;
- ii) "AM" is the FTE utilization of Members utilized in those Municipal Police Units for the Fiscal Year; and
- iii) "PM" is the yearly cost per Member of the Municipal Police Units in those municipalities; and

b) $PM \times QA \times 0.7 = C$, where:

- i) "PM" has the meaning given to it in paragraph (a);
- ii) "QA" is the projected FTE utilization of Members to be utilized in the Municipal Police Units for that Fiscal Year; and
- iii) "C" is the amount of costs referred to in subarticle 11.2 that is payable by the Province for that Fiscal Year.

11.5 With respect to each Municipality that has a population of 15,000 or more, the Province will pay to Canada in each Fiscal Year the costs determined in accordance with subarticle 11.2 and calculated by applying the following formulae:

a) $A/AM = PM$, where;

- i) "A" is the cost of providing the Municipal Police Unit in the Municipality;
- ii) "AM" is the FTE utilization of Members utilized in the Municipal Police Unit for the Fiscal Year; and

- iii) "PM" is the yearly cost per Member of the Municipal Police Unit in the Municipality; and
- b) $PM \times QA \times 0.9 = C$, where
 - i) "PM" has the meaning given to it in paragraph (a);
 - ii) "QA" is the projected FTE utilization of Members to be utilized in that Municipal Police Unit for that Fiscal Year; and
 - iii) "C" is the amount of costs referred to in subarticle 11.2 that is payable by the Province for that Fiscal Year.

11.6 For purposes of determining costs pursuant to this article, any Member who is on:

- a) sick leave or suspended for more than 30 consecutive days;
- b) parental leave; or
- c) pension retirement leave

will be deemed not to be in the Municipal Police Service and the costs relating thereto will be allocated to divisional headquarters administration.

11.7 There will be deducted from the cost payable by the Province in respect of a Municipal Police Unit:

- a) any amount, at the appropriate cost sharing ratio set out in paragraph 11.1(b), subsequently refunded or reimbursed to Canada with respect to any expenses that were paid by the Province;
- b) any amount, at the appropriate cost sharing ratio set out in paragraph 11.1(b), received by Canada from the sale, transfer out of the Municipal Police Unit or other disposition of any item of Equipment that cost less than \$150,000 and was purchased by Canada for use in the Municipal Police Unit.

11.8 Canada will pay 100 per cent of all of the costs incurred in respect of the External Review Committee and the Staff Relations Representative Program or their respective successors.

11.9 In respect of the Municipal Police Service, the Province will pay to Canada 100 per cent of all of the following costs:

- a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except if such costs have been incurred in the obtaining of evidence;
 - b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under provincial laws;
 - c) conveyance by a third party that is obtained by a Member of the Service for a disabled, injured, ill or deceased person if the cost of the service is not paid by or on behalf of the person or their estate;
 - d) all incremental costs incurred when, at the request of a Municipality listed in Annex "A", the scope and duration of a search and rescue operation is extended beyond that which the Member in Charge considers to be appropriate in the circumstances and the Member in Charge has so advised the CEO.
- 11.10 a) In the event that any Member employed in any Municipal Police Unit receives the benefit of any statutory defence such as that provided by the *Police Act* (British Columbia) to any claim or action and in connection therewith the Province may be or may become liable for any of the payments contemplated by subparagraph 11.3(c), Canada will indemnify and hold harmless the Province with respect to any such claims or actions and Canada will assume the conduct and the carriage of any proceeding relating to such claim.
- b) The Province will promptly notify Canada of any claim or action referred to in paragraph (a).
 - c) If the Province should compromise or settle any such claim or action without the consent of Canada, Canada will not be liable to indemnify or save harmless the Province.
- 11.11 In respect of each Municipality, the Province will pay separately to Canada, at the appropriate cost sharing ratio determined in accordance with paragraph 11.1(b), the cost of overtime utilized by or on behalf of the Municipal Police Unit.

ARTICLE 12.0 ACCOMMODATION

- 12.1 a) With respect to each Municipality listed in Annex "A", the Province, in consultation with the Commanding Officer, or the Municipality, in consultation with the Member in Charge, will provide and maintain, at no cost to Canada, accommodation that is fit for use by the Municipal Police Unit and Support Staff, including:

- i) office space that is furnished, heated and lighted, together with electricity and water supply;
 - ii) jail cell facilities that are heated and lighted together with bedding and water supply; and
 - iii) if determined by the Municipal Police Service to be required, heated and lighted garage space.
 - b) When providing and maintaining accommodations, the Province or the Municipality will pay 100 per cent of all operating and maintenance costs, including costs such as building and property maintenance services.
- 12.2 The accommodation provided for the use of the Municipal Police Unit and Support Staff will be to the satisfaction of the Commissioner and will meet the security standards of the RCMP.
- 12.3 If the Commissioner is not satisfied with the Municipal Police Unit accommodation or any part of it that is provided for the use of the Service and Support Staff, or is of the opinion that it does not meet the security standards of the RCMP then:
- a) the Commanding Officer will identify the specific concerns with the Municipality as part of the regular reporting and planning process under Article 17, Financial Planning and Reporting or at any other time as deemed necessary.
 - b) if a Municipality is unable to resolve concerns within a reasonable period of time, the Commanding Officer will provide the Municipality and the Provincial Minister with a notice that sets out the reasons for which the Commissioner is not satisfied with the accommodation, including any existing or forecasted major deficiency in that accommodation, and if applicable the details of what is required to meet the security standards of the RCMP and advising that the deficiencies are to be corrected within two years from the date of the notice.
 - c) if, within one year of the date of the notice, the deficiencies have not been corrected by the Municipality then the Commanding Officer will, as soon as practicable, give a second notice and the Provincial Minister shall, as soon as practicable, provide the Commanding Officer with a written report of the action that will be taken to correct the deficiency within the two years from the first notice.
 - d) if, within two years of the date of the notice referred to in paragraph (b), the deficiency has not been corrected to the satisfaction of the

Commissioner, then the Commanding Officer will, as soon as practicable, inform the Provincial Minister in writing that the accommodation still fails to comply with subsection 12.2 and that Canada then may make the necessary changes to the accommodation or lease other accommodation and in that case the Province will be responsible to pay Canada 100 per cent of all the costs, including all costs that would otherwise be borne by the Province under subarticle 12.1.

- e) if the accommodation is being provided by a Municipality listed in Annex "A", all notices and writings with respect to the correction of the deficiencies will be between the Commanding Officer and the CEO, and a copy of each such notice or writing will be sent to the Provincial Minister.

12.4 Canada and the Province may agree that it would be more appropriate for Canada and the Province to provide and maintain accommodations for the use by a Municipal Police Units and Support Staff.

12.5 If under 12.4 Canada and the Province have agreed to provide and maintain any accommodation for use by a Municipal Police Unit then that accommodation will be included as Buildings or Living Quarters as part of the accommodation program of works in accordance with and for the purposes of Articles 12 and 13 of the Provincial Police Service Agreement, and the Province agrees to:

- a) pay 100 per cent of all the costs referred to in subarticle 12.1 of this Agreement calculated to reflect the proportion of the accommodation occupied by the Municipal Police Unit; and
- b) pay Canada an amount for the accommodation which is calculated and informed by the actual costs under the accommodation program of works in accordance with Article 12 of the Provincial Police Service Agreement, in respect of the accommodation, converted to an annual per square meter rental rate calculated to reflect the proportion of the accommodation occupied by the Municipal Police Unit.

12.6 Despite any payments made under this Agreement by the Province or a Municipality, there shall be no transfer, granting or creation of any interest in real property or a license, as those terms are defined in the *Federal Real Property and Federal Immovables Act*, from Canada in favour of the Province or Municipality. All of the real property that is held, acquired, used or administered by Canada to provide and maintain the Municipal Police Service, other than leased accommodation, shall remain at all times the sole property of Canada. For greater certainty, Canada and the Province agree that no real property interest whatsoever or a licence are acquired, created or implied by this Agreement.

ARTICLE 13.0 EQUIPMENT

- 13.1 a) Equipment supplied by Canada for use by the Municipal Police Service will be of a standard and quantity that is necessary for the Service to carry out its responsibilities under this Agreement.
- b) Canada, in procuring such Equipment, will do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the *Government Contract Regulations*.
- 13.2 If any item of Equipment–Type A that was purchased during this Agreement by Canada at a cost of more than \$150,000 for a Municipal Police Unit is lost, damaged, destroyed or removed from the Municipal Police Service, the financial consequences from the loss, damage, destruction or removal of that item will be determined as follows:
- a) if the Province paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Province will be credited, at the applicable cost-sharing ratio set out in paragraph 11.1(b), with the Fair Market Value, if any, of that item;
- b) if the Province has not yet paid its full share of the purchase cost of the item, the Province will be credited with a percentage of the Fair Market Value of that item that is equal to the proportion of the amounts paid by the Province for that item, exclusive of interest, up to the time of loss, damage, destruction or removal divided by the original acquisition costs incurred by Canada for that item;
- c) the Fair Market Value referred to in paragraph (a) and (b) is to be determined as of the time immediately preceding the loss, damage, destruction or removal of the item; and
- d) if any item of Equipment is subject to amortization in accordance with paragraph 11.2(l) the payments will cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 14.0 TRANSFER OF OWNERSHIP OF EQUIPMENT

- 14.1 In the event of the expiry or termination of this Agreement:
- a) subject to subarticle 14.2, the ownership of any item of Equipment that was purchased by Canada for a Municipal Police Unit and in respect of which the Province has paid its full share, will, at the option of the Province:

- i) be transferred to the Province after it pays to Canada an amount equal to the amount that the current Fair Market Value exceeds the amount, exclusive of interest, that was already paid to Canada by the Province for that item of Equipment; or
 - ii) remain vested in Canada, in which case Canada will credit the Province with the amount, if any, by which the current Fair Market Value exceeds the amount that Canada paid for that item of Equipment;
 - b) subject to subarticle 14.2, if any item of Equipment–Type A that cost more than \$150,000 was purchased by Canada for a Municipal Police Unit and amortized under paragraph 11.2(1) and the Province has not yet paid its full share of the expenditures owing for that item of Equipment, then the ownership of that item of Equipment will, at the option of the Province:
 - i) be transferred to the Province after it pays to Canada an amount equal to the amount that the current Fair Market Value exceeds the amount, exclusive of interest, that was already paid to Canada by the Province for that item of Equipment; or
 - ii) remain vested in Canada, in which case Canada will credit the Province with a percentage of the Fair Market Value that is equal to the proportion of the amounts paid by the Province for that item, exclusive of any interest, up to the time of the expiry or termination divided by the original acquisition costs incurred by Canada for the item; and
 - i) any amortized amount remaining owing by the Province in respect of that item of equipment will cease.
 - c) the Fair Market Value referred to in paragraph (a) and (b) is to be determined as of the time immediately preceding the termination or expiry.
- 14.2 The option to transfer ownership of an item of Equipment referred to in paragraph 14.1 (a) and (b) may only be exercised by the Province if it has provided notice in writing of the intent to exercise that option; and
- a) in the event of termination such notice must be received by Canada at least 6 months prior to the date of the intended termination; or
 - b) in the event of expiry such notice must be received by Canada at least 3 months prior to the date of the expiry;

and the transfer must be completed within 6 months following the effective date of termination or expiry, unless the Parties agree otherwise.

ARTICLE 15.0 JAILS AND LOCK-UPS

15.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within any municipality against the *Criminal Code* or the laws of the Province but, if necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will continue to be maintained by the RCMP and will not be reduced without prior consultation with the Provincial Minister.

ARTICLE 16.0 METHOD OF PAYMENT

- 16.1 a) Subject to paragraph (c), all amounts payable by the Province will be due 45 days from the date of receipt of an invoice from Canada; payment will be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; if the Commissioner and the Provincial Minister agree in writing, payments may be made by any other method.
- b) Canada will invoice for payment on a quarterly basis, on or about July 1, October 1, January 1 and March 31 in each Fiscal Year; with the invoices being for the four periods ending June 30, September 30, December 31, and March 31 respectively, and each invoice will cover 1/4 of the estimated cost of each of the Municipal Police Units for that Fiscal Year.
- c) Any deficiency in payment or over-payment by the Province in one Fiscal Year will be credited to or debited against the Province, as the case may be, and will be reflected in the first invoice of the succeeding Fiscal Year.
- d) Any Municipality may make any payment that is required to be made by the Province.
- 16.2 It is agreed that the performance by Canada of its obligations under this Agreement, including the performance of duties and the rendering of services by the RCMP, are subject to an appropriation by Parliament that is of an amount that is sufficient for the performance of those obligations in each Fiscal Year.
- 16.3 It is agreed that the payment of money that becomes due from the Province under this Agreement is subject to an appropriation for the payment in the Fiscal Year when the payment falls due, in accordance with Section 21 of the *Financial Administration Act* (British Columbia).

ARTICLE 17.0 FINANCIAL PLANNING AND REPORTING

- 17.1 a) Each Fiscal Year the Member in Charge and the CEO will, in an agreed upon format and schedule, exchange information necessary for the RCMP to prepare the projected Multi-Year Financial Plan for that Municipal Police Unit, which will include the projected budget for any Divisional and Regional administration that is required to support the Service, for the consideration of the CEO in preparation of the annual budgets for the Service.
- b) For the purposes of paragraph (a), the Multi-Year Financial Plan will cover a period of three Fiscal Years, or up to five Fiscal Years, as determined by the Provincial Minister, beginning on the first day of the next Fiscal Year.
- c) For the purposes of paragraphs (a) and (b), the information exchanged between the Member in Charge and the CEO will, at a minimum, address the following:
- i) the number of positions required for the Municipal Police Unit;
 - ii) the resources, including staffing levels, allocated to any Divisional and Regional administration that is required to support the Service;
 - iii) budgetary considerations affecting the Municipal Police Unit and any Divisional and Regional administration that is required to support the Service;
 - iv) the proposed multi-year equipment plans;
 - v) any significant deviation between the budget for the previous Fiscal Year and expenditures for the current Fiscal Year; and
 - vi) any other agreed upon information.
- d) Each Fiscal Year the Member in Charge will, on or before June 1, provide the CEO with the Multi-Year Financial Plan.
- e) Each Fiscal Year the CEO will, on or before June 15, provide the Member in Charge with the projected annual budget for the Municipal Police Unit for the next Fiscal Year, as well as the projected budgets, if available, for the balance of the Multi-Year Financial Plan.

- f) Each Fiscal Year the CEO will, to the extent they become available, provide the Member in Charge with updates of the projected annual budget for the next Fiscal Year for the Municipal Police Unit until the conclusion of the municipal budget process for the next Fiscal Year.
- 17.2 a) The CEO will, at the conclusion of the municipal budget process for each Fiscal Year, provide to the Member in Charge:
- i) a written statement indicating the approved annual budget for the Municipal Police Unit for that Fiscal Year; and
 - ii) if available, a written statement indicating any changes to the projected annual budgets for the balance of the then current Multi-Year Financial Plan.
- b) The Member in Charge will seek approval from the CEO as soon as feasible with respect to any proposed changes to the said approved annual budget.
- 17.3 The Member in Charge will at mutually agreeable intervals during the Fiscal Year, and in a standardized format, provide the CEO with the following:
- a) details of the year-to-date expenditures together with the forecasted expenditures for the remainder of the Fiscal Year including explanations of any material variances from the approved annual budget referred to in subparagraph 17.2(a)(i); and
 - b) proposed changes or updates to the Service's multi-year infrastructure and equipment plans.
- 17.4 The Member in Charge will, no later than three months following the conclusion of each Fiscal Year, provide the CEO in a standardized format with an accurate, detailed accounting of all actual expenditures for the Municipal Police Unit, together with an explanation of any material variances from the approved annual budget referred to in subparagraph 17.2(a)(i).
- 17.5 In respect of each Municipality having a population of 15,000 or more, the Member in Charge will obtain the approval of the CEO prior to purchasing Equipment–Type A over \$150,000.
- 17.6 Each Fiscal Year the Member in Charge will provide the CEO with a copy of the current RCMP's Chart of Accounts used to record financial transactions.
- 17.7 The Member in Charge, being given reasonable notice, will provide the CEO with any additional information reasonably relating to the financial implications of the Municipal Police Unit.

- 17.8 In addition to the above, the Parties will work to continue to strengthen the overall financial efficiency and administration of this Agreement including developing and implementing on-going initiatives to contain costs and improve long-term financial planning, with a view to achieving greater predictability, efficiency and transparency when budgeting for future policing costs.

ARTICLE 18.0 OPERATIONAL EFFECTIVENESS ASSESSMENTS

- 18.1 The CEO and the Member in Charge may, in accordance with this article, undertake reviews of matters arising out of the provision of the Municipal Police Unit, and prior to initiating a Dispute under Article 20, the CEO and the Member in Charge should give due consideration to undertaking such reviews.
- 18.2 The frequency, scope and subject matter to be reviewed are subject to the agreement of the CEO and the Member in Charge.
- 18.3 If either of the CEO or the Member in Charge wishes to propose a matter for review, they will notify the other in writing of the matter proposed to be reviewed, together with full written details thereof.
- 18.4 If either of the CEO or the Member in Charge is in receipt of a notice provided under subarticle 18.3, they will respond in writing as soon as practicable to provide notice of its agreement or counter-proposal, together with full written details thereof.

ARTICLE 19.0 CONTRACT MANAGEMENT COMMITTEE

- 19.1 The following provisions of the Provincial Police Service Agreement apply to the Municipal Police Service:
- a) Article 20 Bilateral Reviews;
 - b) Article 21 Contract Management Committee;
 - c) Article 22 CMC- Five Year Review,

with such changes as are required, provided always that the Parties do not have more representatives on the Contract Management Committee than set out in the Provincial Police Service Agreement, and the Province does not have the ability to appoint more than one associate member to the Contract Management Committee.

- 19.2 Amendments to the Provincial Police Services Agreement resulting from a review provided for in Article 22 of the Provincial Police Service Agreement will be applicable to and binding on this Agreement.

ARTICLE 20.0 DISPUTES

- 20.1 Any issue, matter of general concern, or dispute (“Dispute”) arising from this Agreement will be a matter for consultation and resolution between the CEO and the Member in Charge.
- 20.2 The CEO and the Member in Charge will consult each other should there be any issue, matter of general concern, or dispute arising from the interpretation or implementation of this Agreement, and will, in good faith, attempt to resolve the matter before providing written notice of a Dispute.
- 20.3 If either of the CEO or the Member in Charge has provided the other with a written notice identifying the nature of the Dispute and containing a request for a meeting, consultations are to take place in a timely manner.
- 20.4 If a Dispute is related to an invoice under this Agreement, consultation will take place in the following manner:
- a) Within 30 days of providing notice identifying the nature of the Dispute and containing a request for a meeting, the Member in Charge will attempt to resolve the Dispute with the CEO.
 - b) If some or all of the issues in dispute are not resolved within 45 days of receipt of the notice provided under subarticle 20.3, then the Parties will attempt to resolve the Dispute through a second level of discussion, to be undertaken between the CEO and the Commanding Officer.
 - c) If some or all of the issues in dispute are not resolved within 60 days of receipt of the notice provided under subarticle 20.3, then the Parties will attempt to resolve the Dispute through a second level of discussion, to be undertaken among the CEO and the Federal and Provincial Assistant Deputy Ministers responsible for issues related to this Agreement.
 - d) If some or all of the issues in dispute are not resolved within 120 days of receipt of the notice provided under subarticle 20.3, then the Parties will attempt to resolve the Dispute through a third level of discussion, to be undertaken among the CEO and the Federal and Provincial Deputy Ministers responsible for issues related to this Agreement.
 - e) If some or all of the issues in dispute are not resolved within 180 days of receipt of the notice provided under subarticle 20.3, then the matter will be

referred to the CEO and to the Federal Minister and the Provincial Minister for resolution in such manner as they will see fit.

- 20.5 Notwithstanding subarticle 20.4, any Dispute arising from this Agreement may be referred to the Federal Minister and the Provincial Minister, or their Deputy Ministers, for consultation and resolution at any time and in such manner as they see fit.
- 20.6 If a Dispute is not resolved through consultation, it may be dealt with through an alternative dispute resolution process on such terms and within such time as may be agreed to in writing by the Parties.
- 20.7 All information exchanged during any part of this process will be regarded as “without prejudice” communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during any part of this process.
- 20.8 The provisions of this Agreement will continue to apply despite any Dispute.

ARTICLE 21.0 NOTICE

- 21.1 Any notice that is required or permitted under this Agreement, to be given by one Party to the other Party, will be given in writing and sent by e-mail, regular or registered mail, courier or facsimile. Notice will be considered as having been received upon delivery of the courier, or one day after being sent by e-mail or facsimile, or five calendar days after being mailed.
- 21.2 a) All correspondence and notice to Canada will be addressed to:
- Minister of Public Safety and Emergency Preparedness
269 Laurier Avenue West
Ottawa, Ontario, K1A 0P8
- Facsimile: 613-954-5186; and
- b) All correspondence and notice to the Province will be addressed to
- Minister of Justice and Attorney General
PO Box 9053 Stn Prov Govt
Victoria, British Columbia V8W 9E2
Facsimile: 250-356-8270

- c) All correspondence and notice to the Municipality will be addressed to the Municipality by registered mail addressed to the CEO, by official title, at the regular mailing address of that Municipality.
- 21.3 Either Party may, by providing notice to the other Party, change their address in subarticle 21.2.

ARTICLE 22.0 AMENDMENT

- 22.1 Subject to subarticle 19.2, this Agreement may only be amended by the written agreement of the Parties.

ARTICLE 23.0 SURVIVAL

- 23.1 The obligations and rights set out in Articles 11.10 (Basis of Calculation of Payment), 16 (Method of Payment), 21 (Notice), and 22 (Amendment) will survive the expiry or termination of this Agreement.
- 23.2 The obligations and rights set out in Article 11 (Basis of Calculation of Payment), except 11.10, will survive following the expiry or termination of this Agreement until the date on which the amount owed by the Province under that article is paid in its entirety.
- 23.3 The obligations and rights set out in subarticle 12.4 (Accommodation) will survive until the day on which the amount owed by the Province under this Agreement is paid in its entirety.
- 23.4 The obligations and rights set out in Article 14 (Transfer of Ownership of Equipment) will survive for 6 months following the expiry or termination of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through duly authorized representatives.

SIGNED on behalf of Canada

Minister of Public Safety and
Emergency Preparedness

SIGNED on behalf of the Province of British Columbia

Minister of Justice and Attorney General

ANNEX “A”: SCHEDULE OF PERSONNEL RESOURCES ASSIGNED TO THE MUNICIPAL POLICE SERVICE

TABLE A-1 – FTE Levels

| <u>Municipalities: Population from 5,000 to 15,000</u> | <u>Number of RCMP Members</u> | <u>Effective Date: April 1, 2012</u> | <u>Amending Document</u> |
|---|--------------------------------------|---|---------------------------------|
| | | | |
| | | | |
| <u>Municipalities: Population 15, 000 and above</u> | | | |
| | | | |
| | | | |

TABLE A-2

| Fiscal Year | Divisional Administration | | Regional Administration | | Amending Document |
|-------------|---------------------------|----------------|-------------------------|---------------|-------------------|
| | Members | Support Staff† | Members | Support Staff | |
| 2012-13 | | | | | |
| | | | | | |
| | | | | | |

**ANNEX “B”: REQUEST FOR INCREASE OR DECREASE OF THE
MUNICIPAL POLICE SERVICE**

Request for an Increase

1. Form of letter to be used to request an increase for the purposes of subarticle 5.1:

[Federal Minister]

Dear Minister

Pursuant to subarticle 5.1 of the Municipal Police Service Agreement, I am writing to request an increase to the personnel resources, to be recorded in Annex “A”, and to be assigned to the Municipal Police Service.

I request an increase of _____ [Regular Members] assigned to the Municipal Police Unit, for the Municipality of XXXX, so as to increase the total strength of [Regular Members] from _____ to _____.

I confirm our incremental financial commitment for the costs for the requested increase.

This letter and your reply will serve as an amendment to Annex “A”.

Yours truly,

[Minister of Justice and Attorney General]

Request for a Decrease

2. Form of letter to be used to request a decrease for the purposes of subarticle 5.2:

[Federal Minister]

Dear Minister

Pursuant to subarticle 5.2 of the Municipal Police Service Agreement, I am writing to request a decrease of _____ [Regular Members] assigned to the Municipal Police Unit, for the Municipality of XXXX and recorded in Annex "A". This will decrease the total strength of [Regular Members] assigned to the Municipal Police Unit from _____ to _____

This letter and your reply will serve as an amendment to Annex "A".

Yours truly,

Minister of Justice and Attorney General

END OF DOCUMENT