

BRITISH COLUMBIA

MUNICIPAL POLICE UNIT AGREEMENT

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[MUNICIPALITY OF]

MUNICIPAL POLICE UNIT AGREEMENT

Memorandum of Agreement dated as of April 1, 1992.

BETWEEN:

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
(herein called the "Province").

AND

(herein called the "Municipality").

Whereas the Attorney General, on behalf of the Province pursuant to Section 14 of the Police Act (British Columbia), and the Solicitor General, on behalf of Canada pursuant to Section 20 of the Royal Canadian Mounted Police Act, have entered into an agreement for the use or employment of the Royal Canadian Mounted Police or any portion thereof, to carry out the powers and duties of the provincial police force relating to the provision of municipal police services and in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

And Whereas pursuant to Section 3 of the Police Act, the Municipality has elected to provide policing in the Municipality by engaging the provincial police force to act as the municipal police force by means of this Agreement;

And Whereas by Order in Council number 281 dated the 28th day of February, 1992 the Lieutenant Governor in Council authorized the Attorney General to enter into this Agreement on behalf of the Government of British Columbia.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0 - INTERPRETATION

- 1.1 In this agreement each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:
- a) "Attorney General" means the chief law officer of the Province;
 - b) "Chief Executive Officer" or "CEO" means the mayor, reeve, warden or other head of the Municipality, however designated;
 - c) "Commanding Officer" means the officer of the Force, resident in the Province, appointed by the Commissioner to command the Division;
 - d) "Commissioner" means the Commissioner of the Royal Canadian Mounted Police;
 - e) "Detachment" means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;
 - f) "Division" means the organizational component of the Force that is responsible for law enforcement and the prevention of crime in the Province;
 - g) "Emergency" has the meaning given to it in subarticle 7.1;
 - h) "External Review Committee" has the meaning given to it in subarticle 10.1;
 - i) "Fiscal Year" means the period beginning on April 1 in any year and ending on March 31 in the next year;
 - j) "Force" means the Royal Canadian Mounted Police;
 - k) "Furnished", with respect to any accommodation, means supplied with office furnishings including desks, chairs, filing cabinets, bookcases and tables but does not include office machines such as typewriters, microcomputers, adding machines, calculators, dictating equipment, copying equipment and specialized security equipment;
 - l) "Member" means any member of the Force 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;
 - m) "Minister" means the provincial Minister responsible for policing services

in the Province and includes the Deputy Minister and any person designated by the Minister or the Deputy Minister to act for or on behalf of the Minister with respect to any matter under this Agreement;

- n) "Municipal Police Service" means the aggregate of resources and Members employed by Canada to provide municipal police services to specific municipalities in the Province pursuant to the Municipal Policing Agreement for British Columbia, but does not include those resources and Members employed primarily in
 - i) police services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and 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;
- o) "Municipal Policing Agreement for British Columbia" means the Agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of municipal police services to specific municipalities in the Province;
- p) "Municipal Police Unit" or "Unit" means the portion of the Municipal Police Service assigned by Canada to provide the police services for the Municipality under this Agreement;
- q) "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 and the Canada Pension Plan;
- r) "Province" means the Province of British Columbia;
- s) "Provincial Police Service Agreement" has the meaning given to it subarticle 18.1;
- t) "Public Complaints Commission" has the meaning given to it in subarticle 10.1;

- u) "Salary" includes Pension contributions and employer's unemployment insurance contributions;
- v) "Solicitor General" means the Solicitor General of Canada;
- w) "Special Event" has the meaning given to it in subarticle 7.1;
- x) "Support Staff" means all those persons who are employed by the Municipality including clerks, stenographers, data processors, telecommunication operators, jail guards, matrons and janitors who are required for the effective operation of the Municipal Police Unit.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

ARTICLE 2.0 APPLICATION OF GOVERNING AGREEMENTS & LEGISLATION

2.1 It is understood and agreed between the Province and the Municipality that:

- a) this Agreement is pursuant to the terms and conditions of the Municipal Policing Agreement for British Columbia;
- b) the contractual obligations assumed by, and rights conferred upon, the Municipality or an official of the Municipality by this Agreement, are contractual obligations assumed by and rights conferred upon, the Province or the Minister pursuant to the Municipal Policing Agreement for British Columbia; the discharge of any obligation of the Province by the Municipality shall operate as a discharge of the Municipality; and in discharging any such obligations the Municipality shall be discharging the Province's obligations to Canada.
- c) the Municipality is liable for any obligation in this Agreement which is an obligation of the Province pursuant to the Municipal Policing Agreement for British Columbia;

2.2 Nothing in this Agreement shall 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.

2.3 Nothing in this Agreement shall be interpreted as limiting in any way the obligations of the Municipality or the council of the Municipality to provide policing in the Municipality pursuant to the Police Act and the Municipal Act.

2.4 Where in this Agreement, it is stated that Canada, the Force, the Municipal Police Unit or a Member shall perform any action, the Minister shall cause such action to be performed in accordance with the Municipal Policing Agreement for British

Columbia.

- 2.5 It is understood and agreed by the Province and the Municipality that, pursuant to the Municipal Policing Agreement for British Columbia and, notwithstanding that this Agreement is between the Province and the Municipality, Canada and the Municipality may deal directly with each other in respect to any matter where such an arrangement is indicated in this Agreement, including matters relating to invoicing, payment and, financial and resource planning, and such other matters as may be agreed between the Minister and the Commanding Officer.

ARTICLE 3.0 SUBJECT MATTER

- 3.1 Canada shall provide and maintain a Municipal Police Unit within the Municipality, being part of the provincial police force, to act as the municipal police force in the Municipality in accordance with this Agreement.
- 3.2 The Municipality hereby engages the Municipal Police Unit, being part of the provincial police force, to act as the municipal police force in the Municipality in accordance with this Agreement.
- 3.3 The number of personnel listed in Annex "A", as adjusted from time to time in accordance with Article 6, are all the Members in the Municipal Police Unit.
- 3.4 Those Members who form part of the Municipal Police Unit shall:
- a) perform the duties of peace officers; and
 - b) 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 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, the Province or the Municipality, be executed and performed by peace officers.
- 3.5 a) The Municipal Police Unit shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Municipality.

- b) Where, at the date of this Agreement, the Unit is performing any duties or providing any services referred to in paragraph (a), the Unit shall 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 Commanding Officer, the Minister and the Chief Executive Officer shall identify, discuss and, where it is mutually agreed to be feasible, the Municipality shall use its best efforts to implement alternative means by which the Municipal Police Unit would cease to perform or provide the duties and services referred to in paragraph (a).
- 3.6 The Municipality shall provide, without any cost to Canada or the Province, all necessary Support Staff; such Support Staff shall meet the job and other related requirements as determined by the Commissioner.
- 3.7 Where the Municipality fails to provide any Support Staff required by subarticle 3.6, the Province or Canada may provide such Support Staff and the Municipality shall pay 100 per cent of all the cost of that Support Staff.
- 3.8 Where the Municipality provides Support Staff to Canada in support of provincial policing or in support of federal policing, Canada shall pay the Municipality the salaries for any part of the Support Staff that is so employed.
- 3.9 The 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 4.0 MANAGEMENT OF THE MUNICIPAL POLICE SERVICE

- 4.1 a) The internal management of the Municipal Police Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.
- b) The minimum standard of policing in the Municipal Police Unit shall meet the standard as determined by the Commissioner in consultation with the Minister.
- c) The level of policing service by the Municipal Police Unit shall meet the level as determined by the Minister and Chief Executive Officer in consultation with the Commissioner.
- d) The level of policing service as determined by the Minister and the Chief Executive Officer under paragraph (c) shall not be less than the minimum standard as determined by the Commissioner under paragraph (b).

ARTICLE 5.0 DIRECTION AND REPORTING

- 5.1 For the purposes of this Agreement, the Commanding Officer shall act under the direction of the Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force therein.
- 5.2 It is recognized that, pursuant to the Provincial Police Service Agreement, the Commanding Officer shall implement the objectives, priorities and goals as determined by the Minister for policing in the Province.
- 5.3 The Chief Executive Officer may set objectives, priorities and goals for the Unit that are not inconsistent with those of the Minister for other components of the provincial police service.
- 5.4 The Member in charge of a Municipal Police Unit shall, in enforcing the by-laws of the Municipality, act under the lawful direction of the Chief Executive Officer or such other person as the Chief Executive Officer may designate in writing.
- 5.5 The Member in charge of a Municipal Police Unit shall report as reasonably required to either the Chief Executive Officer or the designate of the CEO on the matter of law enforcement in the Municipality and on the implementation of objectives, priorities and goals for the Unit.

ARTICLE 6.0 INCREASE OR REDUCTION IN THE MUNICIPAL POLICE UNIT

- 6.1 a) Subsequent to a written request from the Chief Executive Officer to the Minister, and a written request to Canada from the Minister, Canada shall increase or reduce the number of Members in the Municipal Police Unit as soon as practicable within one year from the receipt of a written request from the Minister unless, in the case of a reduction, the Solicitor General gives written reasons to the Minister stating that the requested reduction would lower the level of resources below the standard referred to in paragraph 4.1(b).
- b) Subject to the other terms and conditions of this Agreement, neither Canada, the Province nor the Municipality shall add to or delete from, the duties or functions of the Municipal Police Unit as it was on March 31, 1992 without prior consultation and agreement between the Commissioner and the Minister.
- 6.2 Subject to the discretion of the Commanding Officer, no Member shall 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.
- 6.3 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, shall be forwarded by the Chief Executive Officer to the Minister, who

shall forward the request to the Commanding Officer; the Commanding Officer shall give such request full consideration and if the matter is not then resolved the Commanding Officer shall refer the request to the Commissioner whose decision shall be final.

ARTICLE 7.0 EMERGENCIES

7.1 For the purposes of this Agreement,

"Emergency" means an urgent and critical situation of a temporary nature that is not a Special Event and that requires additional police resources to maintain law and order, keep the peace or ensure the safety of persons, property or communities; and

"Special Event" means a special public event ordinarily involving the participation or other involvement of a government or governmental agency that is planned in advance and that requires additional police resources to maintain law and order, keep the peace or ensure the safety of persons, property or communities.

7.2 Where, in the opinion of the Minister, an Emergency in an area of provincial responsibility exists or is likely to exist in the Province:

- a) part of the Municipal Police Service may, at the written request of the Minister made to the Commanding Officer, and upon advice to the CEO, be redeployed to such extent as is reasonably necessary to maintain law and order, keep the peace and ensure the safety of persons, property or communities; and
- b) the Province shall pay the Salary and incremental costs of the Members redeployed, or reimburse the Municipality from which the Members are redeployed, at the applicable cost-sharing ratio set out in paragraph 10.2(b).

7.3 Where, in the opinion of the Commissioner, an Emergency in an area of provincial responsibility exists or is likely to exist outside the Province requiring additional members of the Force to deal with such occurrence:

- a) the Commissioner may, after consultation with the Minister, and advice to the Chief Executive Officer, temporarily withdraw up to ten per cent of the Members of the Municipal Police Unit (including any necessary equipment) to meet such Emergency;
- b) the Municipality shall not bear the Salary and incremental cost of the Members withdrawn; and
- c) the Commissioner shall ensure that the Municipality continues to receive adequate policing.

7.4 Where in the opinion of the Solicitor General, an Emergency in an area of federal responsibility exists or is likely to exist anywhere in Canada:

- a) the Commissioner, upon advice to the Minister and the Chief Executive Officer, may 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 Emergency;
- b) the Municipality shall not bear the Salary and incremental costs of the Members withdrawn; and
- c) the Commissioner shall ensure that the Municipality continues to receive adequate policing.

7.5 Withdrawal of Members from the Municipal Police Unit in accordance with this Article shall not extend for a period of more than 30 consecutive days without further consultation between the Commissioner and the Minister, with advice to the Chief Executive Officer.

ARTICLE 8.0 MUNICIPAL POPULATION

8.1 For the purpose of this Agreement the population of the Municipality shall be determined as follows:

- a) for the period of April 1, 1992 to March 31, 1997, the population of the Municipality as established by the 1991 census;
- b) for the period April 1, 1997 to March 31, 2002, the population of the Municipality as established by the 1996 census;
- c) for the period April 1, 2002 to March 31, 2007, the population of the Municipality as established by the 2001 census; and
- d) for the period April 1, 2007 to March 31, 2012, the population of the Municipality as established by the 2006 census.

ARTICLE 9.0 ACCOMMODATION

- 9.1 a) The Municipality shall provide and maintain at no cost to Canada or the Province, during the term of this Agreement for use by the Municipal Police Unit and Support Staff, the following accommodation:
- i) office space that is furnished, heated and lighted, together with electricity, water supply, and building and property maintenance services;
 - ii) jail cell facilities that are heated and lighted together with bedding and water supply; and
 - iii) when required, heated and lighted garage space.
- b) The accommodation referred to in paragraphs (i) to (iii) shall be to the satisfaction of the Commissioner and shall meet the security standards of the Force.
- 9.2 Where any such accommodation or part thereof does not comply with paragraph 9.1(b):
- a) the Commanding Officer may give the CEO three consecutive annual notices in writing of any existing or forecasted major deficiencies in accommodation, and
 - i) if it is the first notice given, the Commanding Officer shall provide the CEO with full details of what is required to meet the requirements of the Force and give notice that such deficiencies must be corrected within three years of the date of such notice;
 - ii) if no action has been taken to correct the deficiencies within one year of the receipt of the notice in subparagraph (i) the Commanding Officer shall, as soon as practicable, give a second notice with respect to the deficiencies, and the CEO shall provide the Commanding Officer with a written report of action to be taken or planning in progress to correct the deficiencies within the three years noted in subparagraph (i);
 - iii) if no action has been taken to correct the deficiencies within one year of the receipt of the notice in subparagraph (ii) the Commanding Officer shall, as soon as practicable, give a third notice with respect to the deficiencies, and the CEO shall provide the Commanding Officer with a further written report of action taken or planning in progress to correct the deficiencies within the three years noted in subparagraph (i); and

iv) if, in the opinion of the Commanding Officer the action being taken by the Municipality with respect to correction of the deficiencies is not satisfactory, one year after the notice in (iii), the Commanding Officer shall, as soon as practicable, inform the CEO in writing that the accommodation still fails to comply with paragraph 9.1(b) and Canada then may effect the necessary changes to the accommodation or lease other accommodation and the Municipality shall pay Canada 100 per cent of all the costs therefor.

b) A copy of all notices and writings in respect to correction of the deficiencies shall be sent to the Minister.

9.3 Where after the date of this Agreement, by arrangement between Canada and the Municipality, Canada provides and maintains any accommodation for use by the Municipal Police Unit and Support Staff, the Municipality shall:

a) pay Canada an amount which, in the opinion of the Commissioner, the Province would reasonably have been required to spend if it had rented, at fair market value, other comparable accommodation; however, in no such case will the Municipality pay to Canada less than \$10.00 per square foot (\$107.64 per square meter); and

b) pay Canada 100 per cent of all the costs referred to in this subarticle.

ARTICLE 10.0 BASIS OF PAYMENT

10.1 In this Article,

"External Review Committee" means the Committee that is defined in the Royal Canadian Mounted Police Act; and

"Public Complaints Commission" means the Commission that is defined in the Royal Canadian Mounted Police Act.

10.2 a) Unless otherwise expressly provided in this Agreement, in respect of each Fiscal Year during the term of this Agreement the Municipality shall pay to Canada, at the cost sharing ratio set out in paragraph b), the cost of the Municipal Police Unit as determined in accordance with this Article.

b) Subject to any other provision of this Agreement, the cost of the Municipal Police Unit shall be shared between Canada and the Municipality as follows:

i) where the Municipality has a population of less than 15,000, the Municipality shall pay 70 per cent and Canada shall pay 30 per cent; and

- ii) where the Municipality has a population of 15,000 or more, the Municipality shall pay 90 per cent of the cost and Canada shall pay 10 per cent.

10.3 The cost referred to in paragraph 10.2 shall include the following expenditures made by Canada in each Fiscal Year in respect of the Municipal Police Unit:

- a) the direct cost of the Municipal Police Unit, including:
 - i) all operation 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 Expenditure Coding Dictionary; and
 - ii) all costs of equipment purchases, except where such cost is \$100,000 or more per item and where the CEO has requested that the cost be amortized;
- b) the indirect cost of the Municipal Police Unit, including
 - i) for the Fiscal Years beginning April 1, 1992 and April 1, 1993 the cost to Canada of Pension contributions calculated as 13.3 per cent of pensionable salaries in respect of Members and calculated as 7.4 per cent of pensionable salaries in respect of federal public service employees; thereafter the cost of all Pension contributions shall be such cost as determined by the provisions of the Provincial Police Service Agreement;
 - ii) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of the employer's contributions for unemployment insurance in respect of Members;
 - iii) for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years, the full cost to Canada of such employer's contributions for unemployment insurance;
 - iv) the cost of divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the Municipal Police Unit;
 - v) for the Fiscal Years beginning on April 1, 1992 and April 1, 1993, the cost of recruit training at the Force's Training Academy shall be calculated by dividing the cost of such training (including

Pension contributions and excluding recruit salaries and accommodations) by the total number of Members in the Force as of April 1 in each of those Fiscal Years and multiplying by the number of Members of the Municipal Police Unit on April 1, 1992 and April 1, 1993 respectively;

- vi) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training at the Force's Training Academy shall be the product obtained by multiplying \$3,500 by the average number of Members employed in the Municipal Police Unit for the Fiscal Year;
 - vii) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the Municipal Police Unit who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;
 - viii) where requested by the CEO, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing \$100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner; and
 - ix) for the Fiscal Year beginning on April 1, 1992, 50 per cent of the cost to Canada of operating the External Review Committee and the Public Complaints Commission calculated by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the Municipal Police Unit for the Fiscal Year; and for the Fiscal Year beginning on April 1, 1993 and subsequent Fiscal Years, 100 per cent of those costs.
- c) the cost of the Municipal Police Unit shall not include:

- i) the cost of construction of any buildings;
- ii) the cost of all transfers of personnel;
- iii) the costs of any civil action, compensation claim, ex gratia payment or claim for legal fees;
- iv) the cost of the Corps of Commissionaires employed primarily in the protection of federal buildings; and
- vi) subject to subarticle 10.10, the cost of overtime.

10.4 If the Municipality has a population of under 15,000, the Municipality shall pay to Canada in each Fiscal Year the costs determined in accordance with subarticle 10.3 and calculated by applying the following formulae:

a) $\frac{A}{A M} = PM$, where:

- i) "A" is the aggregate cost of all the Municipal Police Units in Municipalities having a population of less than 15,000;
- ii) "AM" is the average number of Members employed 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) $C = PM \times QA \times .7$, where:

- i) "C" is the amount of costs referred to in subarticle 10.3 that is payable by the Municipality for that Fiscal Year;
- ii) "PM" has the meaning given to it in paragraph (a); and
- iii) "QA" is the quarterly average number of Members employed in that Municipal Police Unit in any Fiscal Year.

10.5 If the Municipality has a population of 15,000 or more, the Municipality shall pay to Canada in each Fiscal Year the costs determined in accordance with subarticle 10.3 and calculated by applying the following formulae:

a) $\frac{A}{A M} = PM$, where:

- i) "A" is the cost of providing Municipal Police Services in the Municipality;

- ii) "AM" is the average number of Members employed in that 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) $C = PM \times QA \times .9$, where:
- i) "C" is the amount of costs referred to in subarticle 10.3 that is payable by the Municipality for that Fiscal Year;
 - ii) "PM" has the meaning given to it in paragraph (a); and
 - iii) "QA" is the quarterly average number of Members employed in that Municipal Police Unit in any Fiscal Year.

10.6 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;
- c) a training course not related to Municipal Police Services; or
- d) pension retirement leave;

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

10.7 There shall be deducted from the cost payable by the Municipality in respect of each Municipal Police Unit the following:

- a) any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by the Municipality as a direct cost; and
- b) any amount, at the appropriate cost sharing ratio set out in paragraph 10.2(b), received by Canada from the sale or other disposition of any equipment that cost less than \$100,000 and that was purchased for use in the Municipal Police Unit.

10.8 In respect of the Municipal Police Unit, except where the Province accepts responsibility for the costs, the Municipality shall pay 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 Force except where such costs have been incurred in the obtaining of evidence;
- b) witness fees, transportation, maintenance and escort costs for persons (except for Members) required as witnesses in criminal and civil proceedings and proceedings under provincial law or municipal by-laws;
- c) conveyance by a third party that is obtained by a Member of the Municipal Police Unit for a disabled, injured, ill or deceased person where 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 the Municipality, the scope and duration of a search and rescue operation is extended beyond that which the Commanding Officer considers to be appropriate in the circumstances and the Commanding Officer has so advised the Chief Executive Officer.

10.9

- a) The Municipality acknowledges that, under the Municipal Policing Agreement for British Columbia, Canada has agreed to indemnify and hold harmless the Province where any Member employed in the 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 such as those contemplated by subparagraph 10.3(c)(iii), and in such event Canada shall assume the conduct and the carriage of any proceeding relating to such claim.
- b) The Municipality shall promptly notify the Province of any claim or action referred to in paragraph (a) and, upon request, the Municipality shall provide all reasonable assistance to the Province, Canada or the Force with respect to any such claim or action.
- c) The Municipality shall not compromise or settle any such claim or action without the consent of Province.

10.10

The Municipality shall pay separately to Canada, at the appropriate cost sharing ratio referred to in paragraph 10.2(b), the cost of overtime utilized by or on behalf of the Municipal Police Unit.

ARTICLE 11.0 EQUIPMENT

- 11.1 a) Canada shall supply to the Municipal Police Unit equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.
- b) Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.
- 11.2 Where any item of equipment that was purchased at any time by Canada at a cost of \$100,000 or more for the Municipal Police Unit, is lost, damaged, destroyed or removed from the Municipal Police Unit, the accountability for that item shall be dealt with in accordance with the following provisions:
- a) where the Municipality paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Municipality shall be credited, at the applicable cost-sharing ratio stipulated in paragraph 10.2(b), with the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;
- b) where the Municipality has not yet paid its full share of the purchase cost of the item, the Municipality shall be credited with the aggregate amount, exclusive of interest, that the Municipality had paid up to the time of loss, damage, destruction or removal; and
- c) if the item of equipment is subject of amortization in accordance with subparagraph 10.3(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0 TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

- 12.1 In the event of the expiry or termination of this Agreement:
- a) the ownership of any item of equipment that was purchased by Canada for the Municipal Police Unit shall, at the option of the Municipality;
- i) be acquired by the Province pursuant to its option under the Municipal Policing Agreement for British Columbia, and then be transferred to the Municipality upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Municipality for that item of equipment; or
- ii) remain vested in Canada, in which case, Canada shall credit the Municipality with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment.

- b) where any item of equipment was purchased by Canada prior to the date of this Agreement for the Municipal Police Unit, upon such expiry or termination, at the option of the Municipality the equipment may be acquired by the Province pursuant to its option under the Municipal Policing Agreement for British Columbia, and then be transferred to the Municipality upon payment to Canada at the fair market value as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in 10.2(b);
- c) where any item of equipment that
 - i) cost \$100,000 or more,
 - ii) was purchased by Canada at any time for the Municipal Police Unit, and
 - iii) was sold by Canada or transferred from the Municipal Police Unit;

Canada shall credit the Municipality by any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Municipality in respect of that item.

12.2 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for any Municipal Police Unit and no longer required by Canada may, at the option of the Province, be acquired by the Municipality upon payment of the fair market value as determined by an independent appraisal obtained by Canada.

ARTICLE 13.0 JAILS AND LOCK-UPS

13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Province against the Criminal Code, the laws of the Province, or the by-laws of a Municipality, but where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the Force.

ARTICLE 14.0 METHOD OF PAYMENT

- 14.1
- a) Subject to paragraph (c), all amounts payable by the Municipality shall be due 60 days from the date of an invoice from Canada; payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa by registered mail, or as Canada might otherwise direct in writing; where the Commissioner and the Minister agree in writing, payments may be made by any other method.
 - b) Canada shall invoice for payment quarterly in each Fiscal Year on July 1, October 1, January 1 and March 31; each invoice shall cover 3/12 of the estimated cost of the Municipal Police Unit for that Fiscal Year.
 - c) Any deficiency or over-payment by the Municipality in one Fiscal Year shall be credited or debited, as the case may be, as directed by the Municipality, in conjunction with the first invoice of the succeeding Fiscal Year.
 - d) The Municipality may make any payment that is required to be made by the Province.

ARTICLE 15.0 FINANCIAL AND RESOURCE PLANNING

- 15.1 If the Municipality has a population of 15,000 or more:
- a) the Commanding Officer shall consult with the CEO on or before September 1 each year with respect to financial and resource planning for the next Fiscal Year and the Commanding Officer shall receive advice from the CEO on:
 - i) the number of Members required for the Municipal Police Unit;
 - ii) any budgetary limits for the Municipal Police Unit being placed upon the Force by the Municipality; and
 - iii) approval and the basis of payment for any item of equipment costing \$100,000 or more per item.
 - b) The Commanding Officer shall communicate the results of this consultation with the CEO to the Commissioner, who shall complete a provisional cost per Member for the next Fiscal Year, including:
 - i) all direct and indirect costs for the requested increases or decreases to the Municipal Police Unit recognizing any budgetary limits for the Municipal Police Unit imposed by the Municipality;

- ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price index for the last twelve month period; and
 - iii) a best estimate that reflects the most probable adjustments to salaries.
- c) The Commissioner shall communicate the provisional cost per Member for the next Fiscal Year to the Commanding Officer, who shall:
- i) ensure that the provisional cost per Member is in accordance with the results of the consultation with the CEO; and
 - ii) provide the provisional cost per Member to the CEO together with all explanations prior to December 31 of each year.
- d) The Commanding Officer shall, prior to February 1 of each year, prepare a direct cost budget for the Municipal Police Unit for the next year Fiscal Year and provide that direct cost budget to the Commissioner.
- e) The Commissioner shall provide to the Commanding Officer an estimate of the direct and indirect costs for the next Fiscal Year; and
- f) The Commanding Officer shall:
- i) prior to March 1 in each year, provide the CEO with the estimate of direct and indirect costs, overtime, cost for the Police Information Retrieval System and, if applicable, accommodation cost, in a mutually agreeable format, for the next Fiscal Year, together with a reasonable explanation;
 - ii) in each Fiscal Year commencing in July and monthly thereafter provide the details of the year-to-date expenditures to the CEO in a mutually agreeable format;
 - iii) in July of each year, provide the CEO with a detailed accounting of all expenditures for the Municipal Police Unit for the previous Fiscal Year together with all explanations of variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures; and
 - iv) for each Fiscal Year and as and when changes are made, provide the Minister with interpretive material, such as a copy of the RCMP Expenditure Coding Dictionary, used by the Force as part of their accounting practices.

- g) The Commissioner, upon receiving reasonable notice, shall provide the Minister or the CEO with any additional information reasonably relating to the financial implications of the Municipal Police Unit, including the results of any internal audit of that Unit conducted by the Force.

15.2 If the Municipality has a population of less than 15,000:

- a) the Commanding Officer shall consult with the CEO on or before September 1 in each year with respect to the financial and resource requirements for the next Fiscal Year, and receive advice from the CEO on:
 - i) number of Members required for the Municipal Police Unit; and
 - ii) any budgetary limits for the Municipal Police Unit being placed on the Force by the Municipality.
- b) The Commanding Officer shall communicate the results of this consultation with the CEO to the Commissioner, who shall complete an aggregate provisional cost per Member for the next Fiscal Year, including:
 - i) all direct and indirect costs for the requested increases or decreases to each Municipal Police Unit recognizing any budgetary limits for the Municipal Police Unit imposed by the Municipality;
 - ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and
 - iii) a best estimate that reflects the most probable adjustments to salaries.
- c) The Commissioner shall communicate the aggregate provisional cost per Member for the next Fiscal Year to the Commanding Officer, who shall:
 - i) ensure that the provisional cost is in accordance with the results of the consultation with the CEO, and
 - ii) provide the provisional estimate to the CEO together with all explanations prior to December 31 of each year.
- d) The Commanding Officer shall, prior to February 1 of each year, prepare an aggregate direct cost budget for such Municipal Police Units for the next Fiscal Year and provide that aggregate direct cost budget to the Commissioner.
- e) The Commissioner shall provide to the Commanding Officer an aggregate estimate of the direct and indirect costs for the next Fiscal Year; and

- f) The Commanding Officer shall:
 - i) prior to March 1 in each Fiscal Year, provide the CEO with the aggregate estimate of direct and indirect costs that constitute the estimated cost per Member for the next Fiscal Year; and
 - ii) in July of each year, provide the CEO with an aggregate detailed accounting of all expenditures for the Municipal Police Unit for the previous Fiscal Year together with all explanations of variances from the aggregate estimated direct and indirect costs.
- g) The Commissioner, upon receiving reasonable notice, shall provide the Minister or the CEO with any additional information reasonably relating to the financial implications of the Municipal Police Unit, including the results of any internal audit of that Unit conducted by the Force.

ARTICLE 16.0 DISPUTES

- 16.1 Any new issue, matter of general concern or dispute arising from this Agreement shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit.

ARTICLE 17.0 NOTICE

- 17.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:
- a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario;
 - b) to the Province, by registered mail, addressed to the Minister, by official title, at the Parliament Buildings, Victoria, B.C.; and
 - c) to the Municipality by registered mail addressed to the Chief Executive Officer, by official title, at the regular mailing address of the Municipality.

ARTICLE 18.0 REVIEW

- 18.1 In this Article, "Provincial Police Service Agreement" means an Agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of provincial police services.
- 18.2 The review provided for in Article 18 of the Provincial Police Service Agreement shall be binding on this Agreement.

ARTICLE 19.0 TERM OF AGREEMENT

- 19.1
- a) Notwithstanding the date on which this Agreement was executed and subject to paragraph (c), this Agreement shall come into force on April 1, 1992 and, subject to Article 19, shall continue in force until March 31, 2012;
 - b) On or after March 31, 2010 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the parties.
 - c) This Agreement may be terminated on March 31 in any year by either party giving the other party notice of such termination;
 - i) 25 months prior to the date of the intended termination in the case of the Municipality giving such notice; and
 - ii) 23 months prior to the date of the intended termination in the case of the Province giving such notice.

ARTICLE 20.0 DEFAULT

- 20.1 Notwithstanding any other provision of this Agreement, in the event the Municipality fails to perform any obligation under this Agreement, then, and in addition to and without prejudice to any other remedy available to the Province or the Minister, the Province may at its option:
- a) cancel this Agreement upon two months written notice to the Municipality, unless the default is remedied prior to the expiration of the two month notice period; and
 - b) continue to provide municipal police services to the Municipality pursuant to Section 4 of the Police Act, as amended from time to time, in which event all costs incurred by the Province in continuing to provide such police services will constitute a debt due to and recoverable by the Province pursuant to the Police Act.

ARTICLE 21.0 MISCELLANEOUS

21.1 This Agreement shall not be varied by any oral agreement or representation or otherwise than by an instrument in writing of concurrent or subsequent date hereto duly executed by the parties.

IN WITNESS WHEREOF the Honourable Colin Gabelmann, Attorney General of British Columbia has hereunto set his hand on behalf of the Province and the Corporate Seal of the Municipality has been hereunto affixed in the presence of its duly qualified officers:

SIGNED on behalf of Her Majesty the)
Queen in right of the Province of British)
Columbia by The Honourable Colin C.)
Gabelmann, Attorney General for the)
Province this ____ day of _____ 1992 in)
the presence of:)
)
)

Attorney General of the
Province of British Columbia

THE Corporate Seal of the)
Municipality was hereunto affixed this)
day of _____ 1992, in the presence of:)
)
)
)
)

[C/S]

ANNEX "A"

MEMBERS ASSIGNED TO THE MUNICIPAL POLICE UNIT

<u>Effective Date</u>	<u>Total Members</u>	<u>Amending Document References For the Province This Agreement</u>	<u>Amending Document References For the Municipality This Agreement</u>
April 1, 1992			