SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to advise Council with respect to the execution of the 2012 Municipal Police Unit Agreement (MPUA). The Province has prepared a new MPUA based on the terms and conditions of the new Municipal Police Services Agreement which was signed on March 21, 2012 between the Province and Canada. The new MPUA is for a term of 20 years running from April 1, 2012 to March 31, 2032.

There are a number of changes to the MPUA from the previous agreement which are summarized in the attached UBCM Member release. (Attachment A)

SECTION 2: BACKGROUND (if applicable)

See Attachment A

SECTION 3: DISCUSSION

The Province is requesting all municipalities to execute their MPUAs in order to continue receiving policing services from the RCMP.

Some municipalities are expressing concern with the recent announcement that the Federal Treasury Board approved a new three-year wage package for the RCMP. (See Appendix D of Attachment A) This increase took place with no consultation or advance notice and has raised some concerns regarding the cost containment provisions of the new MPSA.

A major cost factor of the new MPUA is an increase to rental rates for municipal police units that occupy federally owned buildings. In the case of Williams Lake, the cost per meter rate has increased from $107 to $214, resulting in a total annual increase of $145,669 to $370,115. The Province has recognized the financial impact this change has had on affected municipalities and has agreed to cover 50% of the cost increase in the current fiscal year only. This will amount to a contribution of $67,842 from the Province.

SECTION 4: DETAILED ANALYSIS

a. Financial Considerations – Cost and Resource Allocations:

Accommodation and operational costs increases totaling $303,000 have been incorporated into the 2012 annual operating budget and Five Year Financial Plan. The cost implications of the recently announced salary increases in 2012 are not yet known. However, it is anticipated that the Province’s contribution toward the increased accommodation costs in 2012 should off-set any salary increases.

b. Legislative Considerations (Applicable Policies and/or Bylaws):

c. This project most closely supports the following ICSP Priority Areas:

Choose an item.
Choose an item.
Choose an item.

**d. This project potentially conflicts with the following ICSP Priority Areas (also list mitigation measures)**

Choose an item.
Choose an item.
Choose an item.

Mitigation measures:

**e. Environmental Considerations:**

**f. Social Considerations:**

**g. Economic Considerations:**

**SECTION 5: RECOMMENDATION(S)**

That Council authorize the execution of the 2012 – 2032 Municipal Unit Police Agreement with the Province.

Respectfully submitted,

Brian Carruthers
Chief Administrative Officer

**ATTACHMENT(S):**

Attachment A – April 5, 2012 UBCM Member Release – RCMP Contract
Attachment B – Letter from Minister Shirley Bond
Attachment C – April 12, 2012 Municipal Police Unit Agreement
MEMBER RELEASE
April 5, 2012

TO: Mayor & Council | Chair & Board | Senior Staff
FROM: UBCM Secretariat
RE: RCMP Contract

1. Purpose

This communication is being forwarded to provide local government with an overview of the new RCMP contract and information about recently announced changes in RCMP Member compensation.


The Province has prepared a new Municipal Police Unit Agreement (MPUA) based on the terms and conditions of the new MPSA for those local governments in BC that use the RCMP for the delivery of local police services. The new MPUA has been sent out to the 62 municipalities in British Columbia, for approval and signing. The Province has requested that municipalities return the signed agreements by April 30, 2012 if possible.

2. Background

The current RCMP contract was for a term of 20 years expiring on March 31, 2012 and negotiations for renewal have been taking place over the past several years. The eight Provinces and three Territories that use the services of the RCMP were negotiating as a “block” with the Federal Government represented by Public Safety Canada. Ontario and Quebec were not involved in the negotiations as they have their own Provincial police forces. The Provincial negotiating team was led by Mr. Kevin Begg, Assistant Deputy Minister, Province of BC. In the last year, Alberta and Saskatchewan broke away from the group and agreed to terms with Public Safety Canada, but retained a clause in their Agreements that would allow them to benefit from any gains made by the remaining Provinces and Territories. The remaining Provinces and Territories reached an agreement in principle in November 2011 and BC’s final agreements were signed on March 21, 2012.

There are three separate agreements governing RCMP services in British Columbia:
1. Provincial Police Service Agreement (PPSA)

This is the master agreement between the Federal and Provincial Governments. It outlines the terms and conditions under which the RCMP services can be provided to the Province.

2. Municipal Police Services Agreement (MPSA)

Municipalities in provinces that have entered into a PPSA may choose to have the RCMP serve as their municipal police force. This agreement between the Federal and BC Governments outlines the terms and conditions under which the services are to be provided to interested municipalities.

3. Municipal Police Unit Agreement (MPUA)

This agreement is between the Province and individual municipalities that choose to have the RCMP serve as their municipal police force. It reflects the terms and conditions in the Municipal Police Services Agreement. Municipalities are required to sign this standardized agreement, if the municipality wishes to retain the services of the RCMP.

In 1992, the Province of BC and the Federal Government entered into a contract, called the Provincial Police Services Agreement (PPSA), under which the Province contracted with the Federal government for the RCMP to continue delivery of both provincial police services and local police services in BC. The Province then entered into a subordinate agreement, called a Municipal Police Unit Agreement (MPUA), with each larger (more than 5,000 population) municipality in BC that was using the RCMP for the delivery of local police services. The MPUA documented the terms and conditions under which the RCMP would provide local police services and paralleled in most respects the terms and conditions of the PPSA.

The RCMP is not a signatory to any of these agreements.

While municipalities were not directly involved in the negotiations, they were given several opportunities for input. Over the years, a series of consultation workshops were held. As well, written requests for input were made available through the Union of BC Municipalities. Further, a Local Government Working Group was established. This group met regularly with the BC representatives at the negotiating table, providing advice and input. Local government representatives were also allowed to serve as observers during the negotiations with the Federal government. (see Appendix A for details about consultations).

The negotiations with the federal government focused on three primary themes of concern; these being:
• Building a strong partnership between the three orders of government and the RCMP in relation to the delivery of policing services by the RCMP;
• Building a strong accountability framework within which the RCMP and the partners would work; and
• Cost containment in relation to the costs associated with the delivery of police services under the new contract.

The Province has estimated that the increase in costs of the new RCMP contract under the PPSA will be approximately 1.7% and the costs of the new MPUAs to local governments will be approximately .71% a year. These costs do not reflect the costs of the new “E” Division Headquarters in British Columbia, which is a separate agreement currently being negotiated and will be effective in fiscal 2013/14, and the dispute regarding retroactive pay increases for RCMP members that is still before the courts.

On March 30, 2012 the RCMP Commissioner announced that the Federal Treasury Board had increased seven elements of RCMP Member compensation (see Appendix D). A further announcement described budget cuts that will impact the RCMP (see Appendix E). Provinces and Territories reacted strongly to the late notice and lack of consultation - which is clearly contrary to the spirit and intent of the new Agreements - and requested that cost and other impact estimates be provided on an urgent basis. Cost information will be shared with local governments as soon as possible.

The Federal Government has agreed to credit invoices related to increasing the employer’s contribution to CPP in 2011/12 from 1.5% to 4.95%. This increase will occur in fiscal 2012/13. The Federal Government has also moved to reduce employer contributions to Member pension plans from approximately 68% in 2012 to 63% in 2014. Severance entitlements will be curtailed which is anticipated to reduce compensation costs in the future; however, the immediate impact may be significant as Members will have the choice to receive a lump sum payment now, or wait until retirement.

The Province awaits information from the Federal Government about the increases and decreases in costs reflected in these announcements in order to assess their overall impact. UBCM has written to the Honourable Vic Toews, Minister of Public Safety Canada indicating our concern regarding the lack of consultation with contract parties about the increase in compensation for RCMP members and requested that the Federal government provide the cost impacts for the next three years for the RCMP compensation package to all the partners to the agreement (see Appendix F).

3. Policy Update

The new MPUA agreement, which was sent out to each local government required to sign an MPUA, has been modified in comparison to the current MPUA agreement signed with the Province in 1992. The substantive elements or
changes are documented in the following sections, which are listed under the above-referenced themes:

**General:**

1. The term is from April 1, 2012 to March 31, 2032.

2. As was the case with the previous MPUA, the new MPUA includes a provision where the municipality can “opt out” of the agreement subject to 2 years notice.

**Partnership:**

1. A new Local Government Contract Management Committee (LGCMC) has been established that includes the Province and BC local governments as a forum for consultation regarding the on-going administration of the new PPSA and MPUA agreements including areas where there are concerns with the administration of the provisions of the agreements and where changes are being proposed by the federal government or the RCMP that will introduce new costs to local governments. The work of the LGCMC will support the work of the Federal/Provincial Contract Management Committee (FPCMC). A local government representative from the LGCMC will sit as an “associate member” on the FPCMC. The UBCM Executive appointed local government representatives to the Provincial/Local Government RCMP Contract Management Committee in December and the first meeting is scheduled for May 1, 2012 (see Appendix B for list of local government representatives).

2. A new dispute resolution process has been embedded to allow for local government concerns to be addressed in a timely and systematic manner, where such concerns arise.

3. An enhanced 5-year major review process has been introduced to the agreement at which time the substantive elements of the agreement can be reviewed by the parties to determine if amendments are necessary.

4. Municipal by-laws are specifically referenced as an item that the RCMP are to enforce giving due consideration to the other demands for police services.

5. The local government has the right to be involved in the selection of the local Detachment Commander.

**Accountability:**

1. There is a requirement that vacancies and changes in rank in the local detachment be reported to the local government on a regular recurring basis by the Detachment Commander.
2. The local government is to have input into policing priorities with regular reporting from the Detachment Commander as to how these are being carried out.

3. The Detachment Commander is to provide to the local government an annual statement, or more frequently if requested by the local government, that includes the organization chart for the detachment, the deployment of members, the number and location of and reasons for vacancies and an explanation of any changes that are noted in the current report in comparison to the most recent previous report.

4. The Detachment Commander is to provide to the local government in a timely way a report on any complaint(s) made against any RCMP member in the local detachment.

5. Any request by the local government to the Minister for an increase or decrease in the number of members in the local detachment is to be satisfied within one year of the request being submitted.

6. Under the new PPSA, there is a new provision under which the Province has the right to request "directed reviews" (i.e., similar to an audit) of any element of the RCMP organization to ensure that the Province and municipalities are receiving value for money in relation to the operation of the contract services for which the RCMP are responsible. This is focussed on ensuring accountability in relation to the costs incurred and the outcomes that are achieved through the services being delivered by the RCMP on behalf of the Province and municipalities. The MPUA includes a similar provision called "Operational Effectiveness Assessments" that will allow local governments to request such reviews of programs at the local detachment to confirm that they are providing value for money.

Cost Containment:

1. The basic cost-sharing formula related to local detachment RCMP members remains the same under the new MPUA as under the previous MPUA. The basic cost-sharing formula for RCMP members over 15,000 population is 90% paid by the municipality and 10% paid by the federal government; for RCMP members over 5,000 population it is 70% paid by the municipality and 30% paid by the federal government. The federal government was immovable on the cost share.

2. All of the cost items which municipalities are responsible to pay are clearly articulated to improve accountability. This was not the case in the previous MPUA.

3. The local government will receive early notification of changes in standards that will have cost or service delivery implications.
4. The costs for which municipalities are partially responsible have been adjusted to include legal fees and costs associated with enhanced RCMP reporting requirements.

5. Any changes to Divisional Administration staffing costs that are the responsibility of the Province and municipalities to pay must be approved by the Province prior to implementation. Such cost changes will be reviewed by the Local Government Contract Management Committee prior to the Province providing comments or approval. In the current PPSA there is no approval or cost control mechanism for Divisional Administration.

6. Financial implications and staffing processes related to the federal or provincial governments redeploying local detachment RCMP members for special events outside of the local jurisdiction are clarified and consultations is enhanced to protect the municipality's interests in relation to maintaining reasonable levels of local police service and ensuring that costs for detachment members that are on special assignment are reimbursed to the local government.

7. Recruiting and dog/cadet training costs remain level at $3500 per member per year through to 2016 after which this charge will move to actual costs.

8. The Detachment Commander is to provide a 5-year financial plan to the local government for the detachment, which is to be updated annually, and is to identify both capital and operating projections for the detachment to facilitate financial planning by the local government. There are no such financial planning requirements in the current MPUA.

Costs Associated with the new Agreement:

BC municipalities through the Province requested a greater contribution from the federal government toward the costs of delivering local police services through a change in the basic cost-sharing formula. The federal government responded negatively to this request and took the position that there were a number of cost items that the federal government was currently paying in relation to the RCMP that they wanted to pass on to the Province and local governments; in other words, requesting that the Province and local governments bear more costs rather than less.

The new agreement does not include any allowance for the costs that may be incurred in relation to the new “E” Division Headquarters Building that is being built in Surrey by Public Works Canada as part of a private-public partnership agreement. The previous agreement included “E” Division Headquarters costs, however, the federal government indicated that the costs for new Division Headquarters buildings in the provinces would have to be negotiated as a separate agreement. The “E” Division HQ costs will be negotiated between the Provincial and Federal governments. The Province and local governments have
expressed strong concerns with being responsible for any of these costs since they were not involved in developing the business or design plan for the new facility or in making the decision to proceed with the facility.

The new agreement does not take into account general salary adjustments that are provided to the RCMP members from time-to-time to reflect inflation and market conditions as is the case with every employee group of governments. There is currently a dispute around retroactive pay for RCMP members which is under consideration by the courts.

**Lower Mainland Integrated Teams**

On a positive note, although this matter is not directly addressed in the new MPUA, the Province is developing a policy framework to determine which integrated teams (for example, the Integrated Homicide Investigation Team (IHIT), the Emergency Response Team, the Forensic Identification Integrated Unit, the Police Dog Integrated Unit and the Traffic Accident Reconstructionist Team) will move from the “large city” cost-sharing formula (90/10) to the provincial cost-sharing formula (70/30). This shift in the cost-sharing formula could result in a major savings for local governments in the lower mainland that currently pay for integrated police services. Initially this shift will include the Integrated Homicide Investigation Unit and Vancouver Island Integrated Major Crime Unit.

Last Spring the Mayor’s Forum created a committee to establish a governance framework for the lower mainland and other integrated teams. The report of that committee will be presented to the Mayor’s Forum in April/May 2012.

**UBCM Contact**

If your local government has any questions regarding this communication, please contact Ken Vance, Senior Policy Advisor Email: kvance@ubcm.ca; Tel: 604-270-8226 ext. 114.

Please contact Mayor Peter Fassbender, City of Langley, at 604-514-2801 or by email at mayor@langleycity.ca if you have further questions about the status of the contract.
Appendix A

**Historical Background:**
**UBCM Involvement in RCMP Contract Negotiations**

The federal and provincial government signed an agreement in 1981 that the cost-sharing formula for RCMP policing would increase for municipalities between 5,000 and 15,000 population from 56% in 1981 to 70% by 1992 and for municipalities over 15,000 population from 81% in 1981 to 90% by 1992. The last RCMP contract negotiations between the federal government and the provinces took place in 1991/92 and a twenty agreement was reached at that time to keep the cost-sharing formula for RCMP policing costs at the 1992 level for the full length of the new agreement. The current RCMP contract expires on March 31, 2012.

In the past UBCM input into the RCMP contract negotiations has been requested by the province. UBCM appointed a local government representative to be a member of the provincial negotiating in the RCMP contract negotiations in the 1990’s:

- UBCM Police Cost Committee acted as the link between the Province and local government in the negotiations and assisted the provincial negotiating team;
- UBCM appointed a local government representative to the provincial negotiating team – Gerry Brewer, Administrator, North Vancouver City and he kept the UBCM aware of the issues at the negotiating table and consulted with other local governments on some specific matters (i.e. GVRD Managers Committee);
- UBCM Executive Director also participated, as a member of the provincial team, in some of the discussions that took place between the federal and provincial Ministers in the late stages of the negotiations.

The UBCM received a letter on February 13, 2007 from the Honourable John Les, Minister of Public Safety and Solicitor General with respect to the participation of the UBCM in the Federal/Provincial/Territorial (FPT) RCMP contract renewal process.

The UBCM Executive at its meeting in April 2007 endorsed the following:

*UBCM Table Officers be authorized to appoint a Local Government Representative to the provincial negotiating team established to renew the RCMP contract.*

The UBCM undertook a number of measures to obtain member input into the process and to begin preparations for the negotiations. These measures have included the following:

- In March 2007, the UBCM in cooperation with the Department of Public Safety and the Solicitor General held a consultation session in Richmond to start the process of identifying key issues that will need to be addressed
through the negotiation process. An invitation to this session was sent to all UBCM member local governments.

- In June 2007 a UBCM staff representative, as an interim measure, attended a meeting of the Provincial/Territorial Contract Advisory Committee (P/TCAC) with the Federal government to observe the negotiations, as the local government representative to the Province’s Contract Renewal Team.

- In October 2007, the UBCM sent a communiqué to the UBCM member local governments which:
  - Identified an intended course of action with respect to the RCMP contract negotiations;
  - Advised that the UBCM would be appointing a Local Government representative to be a member of the Provincial negotiating team and a Local Government working group to provide local government input into contract negotiations;
  - Provided a summary of the key issues that were identified by municipal representatives at the March 2007 consultation session; and
  - Requested any comments and suggestions from the UBCM member local governments.

- Local governments identified the following issues that needed to be addressed:
  - Affordability/Contract Certainty
  - Governance/Accountability
  - Financial Accountability
  - Service Delivery
  - Accommodation Costs

- In March, 2008, in another communiqué to all UBCM member local governments, the Executive Director of the UBCM advised of the appointment of a local government representative to the Provincial negotiating team and of the appointment of a Local Government Working Group that would provide input into contract negotiations on behalf of B.C. local governments (the representatives are listed in Appendix “A”).

UBCM has continued to ensure that local government issues have been considered in the process through:

- The appointment of a local government representative to the Province’s Contract Renewal Team - Murray Dinwoodie, CAO/City Manager, City of Surrey and the interim appointment of Paul Gill, General Manager, Corporate & Financial Services, District of Maple Ridge as an alternate.
• The appointment of Mayor Peter Fassbender, City of Langley in 2010 as the local government representative to reflect the changing dynamics of the negotiation process;
• The appointment of a local government working group (LGWG) to assist in developing information in support of contract negotiations on behalf of B.C. municipalities which is chaired by Murray Dinwoodie, CAO/City Manager, City of Surrey;
• The establishment of a small advisory committee of local government elected officials in early 2010 to assist the staff appointed UBCM Local Government Representative on the provincial negotiating team, and the subsequent appointment of a new committee of elected officials in October 2010 to assist the elected representative appointed by the UBCM to observe the RCMP contract negotiations.

A UBCM local government representative attended all the meetings of the Provincial/Territorial Contract Advisory Committee (P/TCAC) with the Federal government negotiating team to observe the negotiations and provide the Province with advice on local government issues and concerns.

The LGWG developed a draft mandate for contract discussions and a communications process to ensure that the interests of affected municipalities are well understood and properly balanced in developing the mandate. In addition, the working group has met on several occasions with the former Assistant Deputy Minister for Policing and Community Safety, Mr. Kevin Begg, to discuss issues and concerns raised by B.C. local governments.

In 2009 the UBCM undertook a survey of local government regarding policing issues and developed a policy paper entitled "Police Services in British Columbia: Affordability and Accountability" that was endorsed at the 2009 UBCM Convention, which addressed some of the following issues:
- Establishment of a Formal Report on the Delivery of Police Services to Local Government and Approval of the Local Community Goals & Priorities established
- Development of 5 year Financial Plan by Police Force
- Local Government Role in the Appointment of OIC (Commanding Officer)
- Establishment of a Formal Dispute Process
- Establishment of an Independent Public Complaints Process

UBCM organized a meeting to discuss contract issues on January 20, 2010 for municipalities with populations over 5,000 that have chosen to be policed by the RCMP and are required to enter into a Municipal Police Unit Agreement (MPUA) for the use of RCMP services with the province.

UBCM in July 2010 wrote the province requesting that two observers – a local government staff representative and a political representative – be allowed to attend the RCMP contract negotiations as member of the British Columbia negotiating team. We were informed by the province that it would not be possible to have two observers attend the meeting, as the understanding with the other provincial/territorial governments and the federal government was that
only one observer was allowed to attend. Given the current dynamics of the contract discussions Mayor Peter Fassbender, City of Langley was requested to attend.

A policy session on the RCMP contract was held at the 2010 UBCM Convention to update the members on the status of the RCMP contract negotiations. The session provided an opportunity to hear from the local government representatives attending the contract discussions and the chief provincial negotiator. It also provided an opportunity for local governments to provide input into the process and highlight their issues.

The 2010 UBCM Convention endorsed a special resolution related to the RCMP contract negotiations - “SRI RCMP Police Costs and Accountability”. The resolution requested that each local government write their federal Member of Parliament; the UBCM met with BC Conservative Caucus and the federal Minister of Public Safety and the President of Treasury Board to make them aware of local government concerns about the rising cost of police services and the need for increased accountability in the delivery of police services.

UBCM representatives met with the BC Conservation Caucus in November 2010 to discuss the RCMP contract and make them aware of local government concerns about the increasing costs and the need for greater accountability.

In 2011 UBCM Solicitor General Shirley Bond updated local governments on the status of the RCMP contract at the 2011 UBCM Convention. She indicated that the RCMP contract negotiations had been suspended as a result of the federal election and that the province was attempting to re-start the negotiations with the federal government. The 2011 UBCM Convention endorsed an Emergency Resolution on RCMP Contract Negotiations requesting that the federal government return to the negotiating table with the Provinces/territories to negotiate the settlement of a new RCMP contract that addresses the outstanding issues of a new partnership, cost containment and accountability.”

The UBCM Executive in December 2011 appointed local government representatives to the Provincial/Local Government RCMP Contract Management Committee.

UBCM organized a meeting in Richmond and two webinar sessions in January 2012 to inform local governments about the new RCMP Contract. The provincial Ministry of Public Safety and Solicitor General was the lead agency in the technical briefing sessions. Deputy Minister Lori Wanamaker, the lead negotiator for the Province in the contract negotiations, and Mayor Peter Fassbender, the local government representative appointed by the UBCM to the provincial negotiating team, outlined the details around the new contract.
Appendix B

British Columbia – RCMP Contract Management Committee

The purpose of the Committee is to provide a forum for consultation, analysis and communication between Local Government and the Province regarding the management of the Agreement under which the RCMP provide local police services in BC and to analyze and respond to changes that may be proposed from time to time by the Federal government and/or the RCMP and recommend changes to the Federal government and/or the RCMP that may be considered necessary or appropriate.

The Provincial/Local Government committee, similar to its federal counterpart, will address issues and concerns related to the RCMP contract and the on-going delivery of local government police services by the RCMP. The committee will facilitate regular input/feedback between local governments and the Province, and ensure local government input into the 5 year RCMP Contract review process.

UBCM received local government input on the Terms of Reference for the establishment of a British Columbia/Local Government RCMP Contract Management Committee earlier in 2011 and the UBCM Executive approved the Terms of Reference and for the creation of a joint committee with the Province. A copy of the Terms of Reference is available on the UBCM website: ubcm.ca.

UBCM appointments to the Committee are:

- Mayor Peter Fassbender, City of Langley (Committee Chair)
- Paul Gill, General Manager of Corporate & Financial Services, District of Maple Ridge
- Mayor Dianne Watts, City of Surrey
- Councillor Cindy Solda, City of Port Alberni
- Mayor Peter Milobar, City of Kamloops
- Mayor Lori Ackerman, City of Port St. John
- Wallace Mah, Chief Administrative Officer, District of Kent
- Director Grace McGregor, Kootenay Boundary RD
- Councillor Clara Reinhardt, Village of Radium Hot Springs

UBCM Executive Appointment:

- Councillor Sav Dhaliwal, City of Burnaby
### Appendix C

#### RCMP CONTRACT NEGOTIATIONS

Review by Local Government Working Group and UBCM

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<tr>
<th>Issue Name</th>
<th>Summary</th>
<th>Contract Renewal Action</th>
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<td>Funding Formula</td>
<td>Local Governments (LGs) are requesting that the Federal and Provincial governments change the cost-sharing formulas from: 70:30 and 90:10 to 50:50 and 70:30. Policing is becoming unaffordable to LGs and LGs need relief by way of a favourable adjustment in the cost sharing formulae. If this is not achieved, the LGs are requesting that the province play a greater role in funding local police services. Alternately, they are requesting that the provincial government provide consistent funding to make up the 20% difference that the LGs over 5,000 pay for policing. The LGWG rationale is fundamentally one of affordability within the narrow range of revenue streams that are available to LGs to fund local services.</td>
<td>These proposals were examined by the PT Cost-share and Population Threshold Project Group (PG). The analysis addressed the financial impacts of changing the population thresholds, and of adjusting the cost share ratios. Municipal concerns were raised and examined during each step of this project group’s work. In 2007, the federal negotiators received approval from Cabinet to maintain the current cost shares and population thresholds – given the change in economic climate, there was concern that a return to a Cabinet made up of largely non-Contract area MPs would result in a worse situation for the Provinces, Territories and Municipalities. BC proposed that the federal government reduce the cost share from 90/10 to 70/30 for Regional Integrated Teams, Cadet Training, Divisional Administration, Complaints Process, and Police Dogs. The impact to the federal government of these proposals was approximately $25 million. In July 2010 the federal government indicated support for the concept of the 70/30 cost share for Regional Integrated Teams, but not the other elements of BC’s proposal. The Province is developing a policy framework to ascertain which integrated teams will be covered by the 70/30 cost share: the first teams will be IHIT and VIIMCU. The PTs also proposed to eliminate the New Entrants Policy (there is no cost share for new RCMP contracts – new entrants pay 100%), and allow the Provincial Force to provide services to municipalities with less than 15K population. The federal government did not agree to rescind the new entrants policy, but did agree to the less than 15K proposal so long as this action would be cost neutral to them. These provisions will be employed in Nova Scotia and New Brunswick.</td>
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<td>Issue Name</td>
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| RCMP Pay   | LGs are requesting:  
- a regional pay structure;  
- representation on Pay Council;  
- salary increases tied to a relative index. | The concept of regional pay has been explored and rejected through several studies. Issues with regional pay include the complication of calculating the impacts on pensions etc given the movement of members and the dis/incentives to draw members to certain regions of Canada.  
The new contract strengthens the role and mandate of the Contract Advisory (will now be called Management) Committee. It will include representatives from Public Safety Canada, Contract Jurisdictions and the RCMP, and also permit Provinces to nominate municipal associate members. The role of the new CMC will be to provide feedback/advice/response to decision makers (like federal Treasury Board) on any matter that impacts the cost, quality, governance or service provided by the RCMP during the term of the contract. PTs have also requested representation on the Pay Council – this request has been denied for years. It is highly unlikely that the municipalities will gain representation on the Pay Council.  
Salary increases are determined by federal Treasury Board. They approved an “average of the top three with respect to pay and compensation values in the comparator universe” policy for the RCMP; however, this does not guarantee increases. Contract partners are interested in maintaining a competitive pay and benefit package in order to attract recruits and retain members, but need to balance this with affordability.  
The Federal Government will reduce employer contributions to Member pension plans from approximately 68% in 2012 to 63% in 2014. PTs will request a Directed Review to ascertain the actual costs of RCMP Pay and Compensation and compare those costs against other forces. The recent federal budget announcement included modernization for the basic and supplemental health services for members, modernizing short and long term sick leave provisions and updating the plain clothes and kit upkeep allowance programs. |
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<td>Special Events /</td>
<td>LGs are seeking cost neutrality when resources are reallocated for special events or emergencies. Currently, costs such as overtime for members to backfill are not being reimbursed.</td>
<td>The cost share is in part based on the benefit to Canada that it may draw up to 10% of a unit's members in the event of an emergency. Special events and emergencies are tracked on separate collators and the LGs are reimbursed for salary, transportation and other incremental costs for their members allocated to these events or emergencies. The new MPUA requires consultation with LGs in the event of emergencies/special events because of the need for redeployments to be balanced with local needs. The Municipal Companion Document will also clarify the policy for withdrawing members and equipment and set out mechanisms to track and report on the resources allocated to events to ensure LGs are appropriately reimbursed.</td>
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<td>Emergency Planning</td>
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<td>Accommodations</td>
<td>The LGs would like the MPUA amended and guidelines developed to outline accommodation requirements. They would also like the ability to use a dispute mechanism if the municipalities and the RCMP are unable to agree on major changes to the existing accommodation. The LGs would also like to see a 5 year Capital Plan be developed by the local RCMP detachment in consultation with the LG.</td>
<td>Accommodation requirements/standards will be described in the Municipal Companion Document. A new escalating dispute resolution mechanism is included in the new PPSA and MPUA. Detachment commanders will need to provide 5 year financial plans (including capital requirements) under the new MPUA.</td>
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| Equipment  | LGs are interested in:  
- including the definition of equipment in the Agreement;  
- including information on assets such as files and data that need to be considered in the event of termination of the agreement;  
- clearer language that indicates ownership of all assets based on percentage paid by each party;  
- the development of business cases to ensure equipment is safe and efficiently used and replaced; and,  
- an asset management planning process. |

Two types of Equipment are now defined in the new Agreements.

The new Agreements provide for cooperation and assistance to be provided by each party in order to effect an orderly transition of service in the event of termination.

The ownership provisions are included in Article 13.

The CMC will be able to challenge the RCMP's business cases when they are considering purchasing new equipment.

The RCMP must now provide five year plans and budgets. Asset management should be part of the subject matter covered in those plans.
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| Training Costs (Depot) | LGs want expenses associated with training new cadets to be paid by the RCMP (they say if they hire an accountant, they don’t pay for their training eg.).  

LGs want to explore using more civilian staff to perform non police functions, hiring trained police officers from other forces and using the Justice Institute as a BC training centre. | PTs have raised the subject of cadets paying tuition or periodically reviewing the need for cadet pay with the federal government. The Directed Review to be conducted on the Cadet training program will include consideration of this policy (as well as for example, a pay-back policy where members quit after five years must repay some of their training costs).  

Civilization is being pursued by the RCMP and the PTs share this interest. The Province has been briefed on their efforts and believes the RCMP are making reasonable progress. The RCMP are motivated to do so because it may create some room in their budget, and enhances the organization’s performance in key areas such as finance and research.  

The RCMP is making efforts to allow an easier transition for independent members to move to the RCMP e.g. Pension portability. The Province is aware of no barriers to movement at this time and is aware of senior officers from independent forces moving into E Division (e.g. Inspector of VPD and Superintendent of Delta).  

Police Officer training is specialized and investigative techniques are not intended for public consumption – for this reason the RCMP hires their cadets before they are enrolled in training. |
| Support Staff | LGs want input into the number and skill sets of support staff required at their detachments.                                                                                                                                                                   | The Municipal Companion Document will address the process for consultation between the LG and RCMP on municipal support staff for the detachment. The new MPUA dispute resolution mechanism may be engaged to address disagreements.  

The companion document will articulate the parameters for maintaining and/or transitioning Federal and Municipal support staff when Municipalities go over or under the 5,000 threshold (i.e., moving between Provincial and Municipal Police Services). |
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<tr>
<td>Cost Escalation and Control of PRIME BC</td>
<td>LGs are concerned about the increased costs of PRIME BC, and that the Board currently does not including any LG representation (currently all law enforcement).</td>
<td>The Province has agreed to include three LG non-police representatives on the Board of PRIME BC.</td>
</tr>
<tr>
<td>Traffic Fine Revenue</td>
<td>LGs want the TFRS made permanent.</td>
<td>This is not a Police Services Division issue. All grants are the responsibility of the Ministry of Community, Sport and Cultural Development.</td>
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<tr>
<td>Keep of Prisoner Fees</td>
<td>LGs want KOP fees increased.</td>
<td>The KOP budget is the responsibility of Corrections Branch. Police Services Division supports this request and advocates internally for increases.</td>
</tr>
<tr>
<td>Civil Forfeiture</td>
<td>The LGs would like the Civil Forfeiture Act/Regulation be amended to allow for LGs to be reimbursed for the costs of municipal resources involved in the seizure of assets under the Act.</td>
<td>The Province does not want police forces to be directly benefitting from or motivated by the seizures they make (or for there to be the perception that they are). LGs can apply for crime prevention and other grants under the Act. These grants are funded from the proceeds of civil forfeitures.</td>
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| **Financial Planning and Reporting** | Planning: LGs are interested in having detachment commanders provide 5 year financial plans that include long-term operating and capital requirements.  
Reporting: LGs are requesting monthly financial statements provided within 14 days of month end, detailing actual costs. Adherence to GAAP is requested. | The RCMP will provide 5 year financial planning for staffing, accommodation, equipment purchases, etc. and regularized reporting that will meet the requirements of PTs and LGs. |
| **Staffing – Vacancy Rates**     | LGs want the RCMP HR plan to meet their staffing requirements, address vacancy rates, seasonal demands, the ratio of cadets to veterans and the turnover rate of members. | The Province shares these interests and is pursuing these topics with the RCMP outside of the contract negotiations. In addition, some issues are still being pursued within the contract negotiations, such as information about backfilling positions where a member is on long term disability.  
The RCMP report success in reducing vacancy rates and report internally on progress. The RCMP, like many other sectors, faces an aging workforce and turnover driven by high retirement/promotion rates. The RCMP will be required to track and report to the LG vacancies at the LG detachment level. There will also be reports issued to LGs on the vacancies at the provincial and federal levels of policing in BC including where those vacancies are located. |
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<td>Regional Integrated Teams</td>
<td>LGs would like to see Regional Integrated Teams funded by the Province. Failing that, the LGs are interested in prov/muni/RCMP governance structures at the District level put in place to address regional issues such as Integrated teams.</td>
<td>The Province is developing a policy framework to ascertain which integrated teams will be covered by the 70/30 cost share: the first teams will be IHIT and VIIMCU. The Province has supported the RCMP in their decision to integrate specialized services as an operational strategy to leverage expertise and scarce resources. An Interim Advisory Committee that was created by the Lower Mainland Mayor’s Forum to examine potential governance models. Their draft report was recently tabled with the LMD Chief Administrative Officers – Principle Policing Contact Committee.</td>
</tr>
<tr>
<td>Community Priorities</td>
<td>The desire is to rephrase the wording in the MPUAs to make it more explicit that the local government priorities, goals and objectives are carried out by the RCMP. Also, the Detachment commander is to report out monthly on how the priorities, goals and objectives are being met.</td>
<td>The RCMP has initiated a local consulting process to identify local priorities, goals and objectives, and document the outcomes of that process. They report 100% success in completing these consultations. The new Municipal companion document will clearly articulate this process. A process for establishing local reporting mechanisms will also be included in the companion document.</td>
</tr>
<tr>
<td>Integrated Detachments</td>
<td>LGs want integrated detachments to have greater accountability around members and support staff, and how their time is used/charged.</td>
<td>Improved RCMP reporting and accountability are key objectives of the PTs in the new agreements. The sharing of costs and workload in integrated detachments has been identified as a significant issue by LGs. The objective is to ensure that parties share equitably in the costs of the services they benefit from. LGs are encouraged to work with the detachment commanders to ensure costs are shared equitably and are formally agreed to and documented</td>
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| Performance Measures, Audit/Evaluation | LGs want a role in setting RCMP performance measures.  
LGs want municipal police units to provide reports on the implementation of their objectives and priorities.  
LGs want the new agreements to include the ability to audit and perform program/service evaluations on their municipal forces.  
LGs and the Province want to put in place a Local Government Contract Advisory Committee that would include membership (administrative and elected) from LGs and from the Province and would act to consider issues that arise during the term of the new contract and vet any proposed adjustments. The RCMP will be invited to attend meetings and provide input as required. | The Municipal Companion Document will describe the RCMP/LG consultations that are currently occurring via RCMP policy. This annual performance planning process is intended to engage all RCMP-policed communities in establishing policing priorities and performance measures for their communities. Regular reporting is included in the process.  
The new MPUA includes provisions that allow for Operational Effectiveness Assessments – the ability to conduct local reviews and evaluations.  
The LG Contract Management Committee is embedded in the MPUA. UBCM has selected the representative members and the first meeting will take place May 1, 2012. The aim is to establish a process and body that ensures regular discussions between the Province and the Local Governments regarding RCMP contract issues, particularly related to decisions/issues that may impact costs.  
Also, local community policing committees are contemplated in the current Police Act, and over the coming year more attention will be focused on developing support for such committees. |
<p>| OIC Selection              | The LGs of all sizes want the option to have a role in the selection of their OIC (and acting OIC) and in their performance reviews.                                                                  | Local government involvement in OIC selection is included in RCMP policy – it is now included in the MPUAs and will be described in the Municipal Companion Document.                                                                                                                                                                                                 |</p>
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<td>Federal Policing (i.e. National Security, Border Patrol etc.)</td>
<td>LGs want the contracts to define more clearly the difference between federal, provincial and LG policing responsibilities. LGs want to be able to monitor more closely how much time their municipal resources spend on federal duties. LGs want the number of Federal resources located in the municipalities to be reflective of the amount of federal policing required. They are concerned that vacant federal positions result in greater demand on municipal members.</td>
<td>The Municipal Companion Document will describe the relationship between federal, provincial and municipal policing responsibilities, and the mutual benefits of integrated policing. The federal government has increased the number of federal positions in BC and decreased its vacancy rate over the past five years. PTs are continuing to monitor federal vacancy rates.</td>
</tr>
<tr>
<td>Dispute Resolution Mechanism (Conflict Resolution)</td>
<td>The LGs would like to see a process included in the Agreement that includes a graduated dispute resolution mechanism to deal with issues arising at the municipal level.</td>
<td>A graduated dispute resolution mechanism is included in the new MPUAs.</td>
</tr>
<tr>
<td>Principal Police Contact (Authority of Council)</td>
<td>The LGs would like Article 5 of the MPUA be amended to identify Council (not the Mayor) as setting the objectives and priorities for the detachment, and the Principal Policing Contact as the primary contact with the OIC.</td>
<td>The language regarding the CEO has been modified in the new MPUA. An alternate can now be delegated by council.</td>
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| Term of Contract - Length of Agreement | LG agree to a 20 year contract term with two caveats:  
   1. input into the formal 5 year review process; and,  
   2. formal, regular discussions with the Province on LG policing matters. | The 20 year term provides stability and facilitates planning as well as reducing the substantial effort that is inherent in contract negotiations. Within the Agreement there are provisions for renewal of the agreement prior to expiration, as well as provisions for terminating the Agreement prior to the expiration date with about two years notice.  
   The LG Contract Management Committee has been formalized in the new agreements to facilitate regular input/feedback to the Province, as well as provide LG input into the 5 year contract review process.  
   LGs want the option to open up the cost sharing formula at the 5 year review period during the 20 year term of the contract - and with the mutual agreement of all parties, this will be possible. PTs are cautious about this prospect: future change in the economic climate may make this more or less advisable given that this change would have to be approved by Federal Treasury Board. |
| Policing of First Nations Lands | LGs are concerned that the responsibility for policing First Nations lands is at the federal/provincial level but because they believe inadequate resources are provided by these other orders of government, policing of first nations lands often falls to LG RCMP members. The demands from some First Nations lands are relatively high and as such the resources that are absorbed are significant. | Policing on First Nations land is provided by the Province.  
   Through arrangements made between the Provincial and Federal Governments and the First Nation under Community Tripartite Agreements the RCMP may provide additional dedicated policing services to reserves. The Federal funding for these services is considered a contribution program – funding is limited and increases are not necessarily matched in timing with Provincial funding in the way that funding is matched for the Provincial Police Force. When resources are available, they are allocated based on an assessment of which community is at highest risk/need.  
   The Province is working with First Nations to create additional positions with funding from the First Nation to satisfy their policing needs. |
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<td>Removal of a Member</td>
<td>The LGs would like to be able to direct their request for the transfer of a member out of a detachment to the District Commander directly and not have to go through the Solicitor General.</td>
<td>The Province was not able to negotiate this approach.</td>
</tr>
<tr>
<td>RCMP Organization Structure and detachment</td>
<td>LGs want to better understand the organization of the RCMP and the jurisdiction of detachments.</td>
<td>The new MPUA sets out the requirement for providing LGs with the local RCMP organization structure. Detachment boundary maps will be provided on request.</td>
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<td>Claims Against the RCMP (similar to Citizens</td>
<td>The LGs would like the CEO etc. of the LG to be notified of any new claims, inquests or inquiries against the local RCMP detachment or any of its RCMP members at the earliest possible date after such claims, inquests or inquiries are received. Outstanding claims, issues and resolutions should also be reported to the LG.</td>
<td>PTs expect improved/enhanced complaint reporting through the new RCMP complaints legislation that was developed in consultation with PTs.</td>
</tr>
<tr>
<td>Complaints)</td>
<td></td>
<td>Under the new MPUA the OIC will inform the CEO of any public complaint that is filed against any member in the local detachment.</td>
</tr>
<tr>
<td>Institutional Knowledge</td>
<td>The LGs would like an Administrative Procedures supplement added to the agreement that includes pertinent RCMP policies, prov/fed/RCMP funding formulas and other financial information that reflect municipal contributions. The LGs would like this supplement to be maintained and updated by the Province and distributed to the LGs.</td>
<td>The Province will develop an interpretation and administration guide referred to as the Municipal Companion Document.</td>
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<td>The Municipal Companion Document is expected to be a living document – the first draft will be reviewed by the LG CMC at their first meeting. Once it is approved it will be shared with all LGs.</td>
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<td>Planning – best management practices</td>
<td>LGs want a contractual obligation that the RCMP be innovative and modernize its management and HR practices. LGs want to be consulted on these issues, as well as on any civilization work the RCMP is exploring.</td>
<td>Internal Management is under the control of the RCMP, and will remain so. The LG Contract Management Committee and national CMC are anticipated to be consultative forums (challenge function) regarding any issues that impact the cost, quality, governance and services provided by the RCMP. The RCMP is undergoing a management transformation as a result of the Brown Task Force and other reviews.</td>
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<tr>
<td>Public Donations</td>
<td>The LGs are currently accepting donations to the RCMP on their behalf and then directing those funds to the RCMP. The LGs would like the RCMP to be able to accept those donations themselves and/or be accountable for how the donations are spent.</td>
<td>This is not a Contract Renewal Issue. The RCMP Foundation is the appropriate avenue for public donations to the RCMP.</td>
</tr>
<tr>
<td>Public Complaints – RCMP Service</td>
<td>The LGs are interested in receiving reports from OICs on citizen complaints filed regarding local members’ conduct.</td>
<td>Under the new MPUA the OIC will inform the CEO of any public complaint that is filed against any member in the local detachment.</td>
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Appendix D

Final version - CHRO BROADCAST to all employees
March 30, 2012

RCMP Compensation Package 2012 - 2014


I would like to share with you some highlights from this package, which applies to Regular Members up to and including the rank of Superintendent, Special Constables, Civilian Members in the Law Enforcement Support category (non-benchmarked), as well as those Civilian Members pay-matched to public service groups who currently have signed collective agreements.

- The first year of the three-year package will see a salary increase of 1.75%, bringing the first class Constable salary to $79,308 effective January 1, 2012. Civilian Members who are not pay-matched to public service positions will also see a pay increase of 1.75%. An additional pay increase of 1.5% will then take effect January 1, 2013, followed by a 2% increase on January 1, 2014.
- All Regular Members and Special Constables are now entitled to one wellness day each fiscal year. This provision will take effect April 1, 2012.
- As indicated in yesterday’s federal budget, beginning March 31, 2012, severance pay will cease to accrue in the case of member resignation or retirement. Members will still receive and be entitled to severance pay based on their accumulated years of service up to March 31, 2012. More information on this matter, including cash/payout options will be provided to members by National Compensation Services shortly.
- Effective April 1, 2013, service pay will be extended to Constables up to Superintendents, Telecom Operators and Intercept Monitors with four years of service.
- Effective April 1, 2013, Regular Members and Civilian Members will receive a shift premium increase from $1.50 to $2.00 per hour. This does not apply to officers or Civilian Member officer equivalents.
- Effective January 1, 2014, the Senior Constable Provisional Allowance will increase from 4% to 5%.
- Civilian Members pay-matched to public service groups who currently have signed collective agreements will receive salary increases in accordance with those signed agreements.
For further details on this package, I encourage you to consult the National Compensation Services Infoweb site at: http://infoweb.rcmp-grc.gc.ca/hr/ncpc/html/bulletin/2012/cb012_e.htm.

The work that you do day in and day out in support of our core policing mandate is vital, and matters to all Canadians. Thank you for your continued commitment and ongoing dedication to providing them with the service they expect.

D.G.J. Dubeau, A/Commr.
Acting Chief Human Resources Officer
Appendix E

Commissioner’s Broadcast – Budget 2012

Last summer, the Government of Canada asked all federal departments and agencies to come up with proposals to reduce their annual operating budgets on an ongoing basis by both five and 10 per cent in support of the Government’s efforts to reduce the deficit.

As announced in Budget 2012, the government-wide spending review has met its target of finding at least $4 billion in ongoing savings by 2014-15. Our organization participated in the review and will be implementing cost saving measures to modernize government, make it easier for Canadians and business to deal with their Government and refocus the cost of operations and program delivery. More details regarding the measures to be implemented will follow shortly.

The Senior Executive Committee set two overarching principles as the basis for the RCMP’s deficit reduction exercise – minimize impacts on direct policing operations and for RCMP employees.

With these guiding principles in mind, the Force underwent a three-tiered examination of its budget. The first tier focused on administrative services, the second tier assessed operational support programs, and the third tier looked at direct operational programs. Our intent was to derive as much savings as possible from the first and second tiers before moving to the third.

I know that whenever there is talk of budget cuts, there is great uncertainty and even fear. Many of you may be worried about how the Government’s Budget tabled yesterday in the House of Commons will affect your job.

While we need to take some time to review the Budget decisions, the RCMP faces a reduction of $195 million by fiscal year 2014-15. I believe it’s important that you are aware of the various proposals in support of government efforts to reduce the deficit. More details regarding the implementation of these proposals will follow in the coming months.

**Tier I: Administrative services ($118.9 million)**
This proposal affects a number of internal service programs covering finance, asset management, information technology and human resource management. Initiatives supporting this proposal include the consolidation of accounting operations, member compensation services and procurement services. We will also reduce travel and continue to civilianize internal services. "Operational" travel will have to be demonstrably linked to operational necessity.
The administrative services tier also includes modernizing, simplifying and refocusing efforts on activities that directly contribute to the organization's core policing mandate. Proposed initiatives include the modernization of the provision of basic health care and supplemental health services for members, modernizing short-and long-term sick leave provisions, and updating the plain clothes and kit upkeep allowance programs.

**Tier II: Operational support ($56.2 million)**
The second tier of proposals includes initiatives that enhance service delivery models within Criminal Intelligence, Technical Operations and the Canadian Police College. It also includes restructuring the process of querying criminal records and police information databases, furthering measures for National Police Services sustainability, as well as savings within the Canadian Firearms Program and Forensic Laboratory Services.

**Tier III: Policing operations ($20.0 million)**
The RCMP put forward a proposal which relates to our Contract Policing activities and involves a modest reduction to non-salary operating and maintenance expenditures and realignment of some federal programs.

This is a critical time for our organization – our goal should not be just to survive through the changes, but rather to come out of them a more focused, efficient and professional organization.

As I stated earlier, one of our overarching objectives was to limit any negative impacts on our employees, and I am confident that we can mitigate the impacts for any RCMP employees.

As with any change process, we will need to be flexible in our approach and look for ways to innovate as we implement these reductions. I will look to my management team to exercise leadership here.

I have asked the Commanding Officers and my direct reports to answer your questions as best they can, and to seek out answers to those questions for which they may not know the answers.

I am also committing to provide you with regular updates on our progress as we implement those proposals in support of the government's efforts to reduce the deficit.

Thank you.

Bob Paulson
Commissioner
Appendix F

Letter to Minister Toews – RCMP Contract

April 5, 2012

Honourable Vic Toews
Minister
Public Safety Canada
Ottawa, ON
K1A 0P8

By Email and Post

Dear Minister Toews:

I am writing on behalf of the RCMP contract local governments in the Province of British Columbia to express our complete shock and surprise regarding a communication that was sent out by the RCMP Commissioner on Friday, March 30, 2012 outlining seven separate increases in compensation for RCMP Members. This information was shared by a senior RCMP member at an administrators meeting yesterday and was met with significant concern and I know will have a major impact on all local government elected officials.

In my role on behalf of UBCM I immediately contacted Minister Bond’s office and her staff and it became obvious that there was absolutely no consultation leading up to what on the surface appears to have significant retroactive and long range cost impacts to the contract partners. In addition, it is totally inconsistent with the spirit and intent of the final negotiations leading up to the Policing Agreements that the Provinces and Territories have recently signed.

In the case of British Columbia local governments, we are currently in a process of asking contract local governments to sign the MPU Agreements and this development, I can assure you, will create a significant backlash from local governments and their citizens. As you know, we have all worked hard, particularly in the later stages of the negotiations, to build a climate of true partnership and cooperation. At the heart of this was the message that this new contract signaled a new relationship between all parties. I know that you, Minister Bond and I spoke of this at the signing ceremony on March 21st in Surrey. We now face the prospect of going to our Municipal Councils to request additional funding to cover these new costs.

ubcm.ca
I am aware that your Deputy Minister advised our Deputy Minister that Public Safety Canada had not calculated the actual cost impacts of these decisions. I was also made aware that there is some speculation that the cumulative impacts of these budget announcements relative to the RCMP could well deliver a net financial benefit to the contract partner. Sufficient to say there is great urgency to bring clear and concise information of the financial impact so that we can in the spirit of transparency communicate that to all our local governments. Without that I am afraid all of your and our hard work may be thwarted and become another media heyday which I am sure we all want to avoid.

I would ask for your commitment that you will direct your staff to provide the cost impacts for the next three years for each of the seven increases, as well as any decreases, to all the partners to the Agreements. My hope on behalf of UBCM is that this information can be provided within the next week to ten days as our local governments are currently reviewing their MPU Agreements.

Mister Minister, I think this development two days prior to the current contract expiring is very unfortunate and it further is a clear indication of why the role of the Contract Management Committee is so critical moving forward to ensure these types of decisions are not made in isolation of good planning, communication and involvement of partners. This was again a commitment we all made in Surrey.

I look forward to your committing to resolve this issue and that your Department will work with all the partners to resolve this difficult situation. Needless to say, we need this information in a timely fashion so we can consider the options and next steps.

Sincerely,

Mayor Peter Fassbender  
UBCM Representative,  
Provincial CMC Co-Chair

cc: Hon. Shirley Bond, Minister of Justice, Province of British Columbia  
Mr. Bill Baker, Deputy Minister of Public Safety  
Mr. Heath Sleater, President, Union of British Columbia Municipalities and UBCM Executive  
Lori Waaamaker, Deputy Solicitor General, Province of British Columbia  
Mr. Jeffrey Schnoor, Q.C.  
Ms. Judith Ferguson  
Mr. Dale Wilson  
Ms. Shauna Sullivan Curley  
Mr. Don Burgage, Q.C.  
Mr. Dennis Cooley  
Ms. Bronwyn Waters  
Mr. Norman Tarnow  
Commissioner Bob Paulson, RCMP  
Deputy Commissioner Craig Callens, RCMP E Division
Her Worship Kerry Cook  
Mayor of the City of Williams Lake  
450 Mart Street  
Williams Lake BC V2G 1N3

Dear Mayor Cook: Kerry:

On behalf of the Province of British Columbia I enclose two copies of your 2012 Municipal Police Unit Agreement (MPUA) for your consideration. These two copies of the Agreement have been signed by me and once signed by you, will come into effect on April 1, 2012. This Agreement will continue the police services you are receiving from the RCMP under your current MPUA which will expire on March 31, 2012. I note that while we are sending the MPUA to you now, we are also in the process of signing the Municipal Police Services Agreement with Canada. The enclosed MPUA is contingent on the Municipal Police Services Agreement being signed on behalf of Canada, and we expect the Federal Minister will sign the Municipal Police Services Agreement well before March 31, 2012.

The new MPUA is similar to the Agreement currently in effect with your Municipality; however, you will note differences that reflect the negotiation of the 2012 Provincial Police Service Agreement and the Municipal Police Service Agreement. The terms of the MPUA are essentially the same as those being used for all contracting municipalities across Canada.

Under the new Agreement, the majority of the terms and conditions of the 1992 Agreements are maintained. Key examples of elements that remain unchanged include:

- the current cost-share ratio remains in effect;
- the items included in the cost base remain the same, although there are a few additions and deletions which are listed in the attached table;
- the Municipality will continue to provide direction to the Detachment Commander by setting the objectives, priorities and goals of the Municipal Police Service;
- the Municipality maintains control over increases or decreases in the number of Members in the Municipal Police Service;
- the Municipality continues to establish the overall policing budget;
- the 20 year length of the term of the Agreement is retained along with the ability to opt-out following 24 months’ notice;
- the Municipality continues to be held harmless from any legal claims made against the RCMP; and,
- the responsibility for the provision of accommodations (including related maintenance and operating costs), as well as Support Staff, remains with the municipality.
Affordability and Cost Containment:

Both the federal and provincial governments were cognizant of the municipal interests in affordability and cost-containment. All costs were closely examined to ensure that only those policing costs necessary to provide a police service would be included in the cost-base. As a result of this extensive examination process, two cost items were excluded: the RCMP Staff Relations Program and the External Review Committee. This will result in a reduction in Municipalities’ cost base.

The following costs were added:

- enhanced reporting and accountability is a new RCMP cost that will be shared by all provincial, territorial and municipal partners; this costs reflects the added capacity the RCMP will require to meet the new enhanced reporting and accountability obligations of the 2012 contract;
- legal advisory services is an existing RCMP cost that will now be shared by all provincial, territorial and municipal partners; however this cost is limited to those legal services related solely to the administration of the contract;
- the cost of providing point-of-entry security to Divisional Headquarters has been added to the cost-base and will be shared by all provincial, territorial and municipal partners; and,
- the existing flat rate of $3,500 per capita for recruitment, cadet training and police dog training will continue for the first three years of the new contract, then, beginning in year four, the flat rate will transition to an allocation formula based on the average costs over the previous three years for each of these cost items.

Our estimate is that the above changes will result in less than a one percent net cost increase to municipalities beginning in year one of the new contract. The impact of the move in the fourth year to actual costs for recruiting and training will depend on demand at that time. Based on current demand projections, our forecast is that during the first three years of the new contract, the flat rate costs will be about equal to the forecasted actual costs if they were to be billed during that same period. The Provinces will engage in a Directed Review of these three programs over the coming years to ensure they are provided in the most cost effective manner.

Lastly, detachment rent charges will be updated for those municipalities whose municipal RCMP police force occupies space in a federally owned detachment building. Instead of paying the flat rate that has been levied for the last twenty years, these municipalities will begin to pay a ‘rent’ based on actual costs.
New Relationship, Governance and Accountability:

An important achievement of the new Agreement is the modernization of the relationship between contract jurisdictions, the RCMP, and Public Safety Canada. The new Agreement promotes many interests identified by local governments over the past five years with respect to the delivery of RCMP municipal police services in their communities, including the need for greater engagement, transparency, effectiveness, accountability and public confidence, through:

- long term financial planning tools for added predictability, and improved financial tracking and reporting;
- a bilateral accountability mechanism to permit Operational Effectiveness Assessments at the municipal level;
- an enhanced multi-stage dispute resolution mechanism;
- consultation with the Chief Elected Official (CEO) on the selection process for the replacement of the Member in Charge and, upon the CEO’s request, the ability to involve the community in the RCMP selection process; and,
- the addition of a British Columbia municipal associate member position on the national Contract Management Committee to ensure municipal interests are tabled with the national committee which is composed of the RCMP, Public Safety Canada, and every province and territory which has an Agreement with Canada for the provision of RCMP police services.

Most importantly, the Province and UBCM have worked together to establish a Local Government Contract Management Committee to foster continued communication between the Province and Local Governments on all aspects of the RCMP Contracts. This committee is composed of representative elected officials, municipal staff and the Assistant Deputy Minister and Director of Police Services of the Policing and Security Programs Branch with the Ministry of Justice.

Next Steps:

The Government of British Columbia remains committed to contract policing and to renewing the Agreement with your Municipality. Please sign the attached two copies of the Agreement and return one of them in the enclosed envelope by the end of April, 2012 to Mr. Clayton Pecknold, Assistant Deputy Minister and Director of Police Services. The RCMP will continue to provide police services to your community during the transition to the new Agreement.

If you or your staff have any questions related to the processing of the Agreement, please contact Ms. Kimberley McLean at 250 387-2787 or by e-mail at Kimberley.McLean@gov.bc.ca.

The renewal of the Agreement is an important milestone for public safety in the Province, and, in particular, to the modernization of a long-standing relationship between the RCMP and your community.
Canada’s national policing model is highly regarded globally. It is viewed as having a strategic advantage in fighting crime and protecting our citizens due in part to the RCMP’s ability to operate on a continuum from the local community level to the provincial, national and international levels. The achievement of a new 20-year contract is evidence of the value Canadians place on this policing model, and on the continuing partnership and cooperation between all levels of government.

I look forward to continuing the longstanding relationship with your community.

Sincerely,

Shirley Bond
Minister of Justice
and Attorney General

Enclosure

cc: Mr. Clayton Pecknold
    Ms. Kimberley McLean
CITY OF WILLIAMS LAKE

BRITISH COLUMBIA

MUNICIPAL POLICE UNIT AGREEMENT

Dated as of April 1, 2012
# BRITISH COLUMBIA MUNICIPAL POLICE UNIT

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**ANNEX “A”**

Members Assigned to The Municipal Police Unit
CITY OF WILLIAMS LAKE

MUNICIPAL POLICE UNIT AGREEMENT

Memorandum of Agreement dated as of April 1, 2012.

BETWEEN:

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

AND

CITY OF WILLIAMS LAKE
450 Mart Street
Williams Lake, BC B2G 1N3
(herein called the “Municipality”).

WHEREAS the Minister of Justice, on behalf of the Province pursuant to Section 14 of the Police Act (British Columbia), and the Federal Minister, 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 1626 dated the 21st day of March, 2012, the Lieutenant Governor in Council has authorized the Minister of Justice 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) "Chief Executive Officer" or "CEO" means the mayor, reeve, warden or other head of the Municipality, however designated, and includes such delegate approved, from time to time, by the municipal council;

c) "Commanding Officer" means the officer of the RCMP, 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) "Detachment Commander" means the Member in charge of a Detachment who manages its physical, financial and human resources;

g) "Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

h) "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;

i) "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;

j) "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;

k) "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;
l) “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;

m) “External Review Committee” means the Committee that is defined in the Royal Canadian Mounted Police Act;

n) “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;

o) “Federal Minister” means the federal Minister responsible for the Royal Canadian Mounted Police;

p) “Fiscal Year” means the period beginning on April 1 in any year and ending on March 31 in the next year;

q) “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;

r) “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;
s) “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;

t) “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;

u) “Member in Charge” means the Detachment Commander or other senior Member in charge of the Municipal Police Service;

v) “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;

w) “Municipal Police Service” or “Service” means the aggregate of resources and Members utilized by Canada to provide municipal police services to specific municipalities in the Province pursuant to the Municipal Police Service 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;

x) “Municipal Police Service Agreement” means the Agreement dated as of April 1, 2012 between Canada and the Province for the provision by Canada of municipal police services to specific municipalities in the Province;
y) “Municipal Police Unit” means the portion of the Municipal Police Service assigned by Canada to provide the police services for the Municipality under this Agreement;

z) “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;

aa) “Province” means the Province of British Columbia;

bb) “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;

c) “Public Complaints Commissioner” means the Commission, or its successor, that is defined in the Royal Canadian Mounted Police Act;

d) “Region” means a grouping of Divisions or subdivisions, created by the Commissioner, for the purposes of administration;

e) “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;

ff) “Royal Canadian Mounted Police” or “RCMP” means the police force for Canada continued under the Royal Canadian Mounted Police Act;

gg) “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;

hh) “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;

ii) “Staff Relations Representative Program” means the program established under the Royal Canadian Mounted Police Regulations, 1988;
jj) "Support Staff" means all those persons who are employed by the Municipality in support of providing and maintaining the Municipal Police Unit including clerks, data processors, telecommunication operators, jail guards, janitors and analysts;

kk) "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" – Members Assigned to the Municipal Police Unit.

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.

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 Police Service 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 Police Service Agreement for British Columbia; the discharge of any obligation of the Province by the Municipality will operate as a discharge of the Municipality; and in discharging any such obligations the Municipality will 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 Police Service Agreement for British Columbia.

2.2 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.
2.3 Nothing in this Agreement will 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 *Community Charter*.

2.4 Where in this Agreement, it is stated that Canada, the RCMP, the Municipal Police Unit or a Member will perform any action, the Minister will cause such action to be performed in accordance with the Municipal Police Service Agreement for British Columbia.

2.5 It is understood and agreed by the Province and the Municipality that, pursuant to the Municipal Police Service 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, financial and resource planning, and such other matters as may be agreed between the Minister and the Commanding Officer.

**ARTICLE 3.0 - PURPOSE AND SCOPE**

3.1 Canada will 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 will:

   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 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;

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.

3.5 a) The Municipal Police Unit will 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 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 Commanding Officer, the Minister and the CEO will identify, discuss and, where it is mutually agreed to be feasible, the Municipality will 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 will provide, without any cost to Canada or the Province, all necessary Support Staff; such staff will 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 will 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 will 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 UNIT

4.1 The internal management of the Municipal Police Service, including its administration and the determination and application of professional police procedures, will remain under the control of Canada.

4.2 The Minister and the CEO will determine, in consultation with the Commissioner, the level of policing service to be provided by the Municipal Police Unit.

4.3 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.

ARTICLE 5.0 - OPERATION OF THE MUNICIPAL POLICE UNIT

5.1 For the purposes of this Agreement, the Commanding Officer will 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 will implement the objectives, priorities and goals as determined by the Minister for policing in the Province.

5.3 The CEO may set objectives, priorities and goals for the Municipal Police 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 will, subject to paragraph 3.4(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.

5.5 The Member in Charge of a 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 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.

5.6 Before appointing the Member in Charge, the Commanding Officer will consult with the CEO, and the CEO 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.

**ARTICLE 6.0 - INCREASE OR REDUCTION IN THE MUNICIPAL POLICE UNIT**

6.1 a) Subsequent to a written request from the CEO to the Minister, and a written request to Canada from the Minister, Canada will 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 Federal Minister gives written reasons to the 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.

b) Subject to the other terms and conditions of this Agreement, neither Canada, the Province nor the Municipality will add to or delete from, the duties or functions of the Municipal Police Unit as it was on April 1, 2012 without prior consultation and agreement between the Commissioner and the Minister.

6.2 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.

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, will be forwarded by the CEO to the Minister, who will forward the request to the Commanding Officer; the Commanding Officer will give such request full consideration and if the matter is not then resolved the Commanding Officer will refer the request to the Commissioner whose decision will be final.

**ARTICLE 7.0 - RESOURCES AND ORGANIZATION**

7.1 In each Fiscal Year, in respect of the 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.

7.2 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 4.2.

7.3 The Member in Charge, upon receiving reasonable notice, will provide the Minister and CEO with any additional information, to the extent possible, relating to human resource and organizational planning of the Municipal Police Unit.

**ARTICLE 8.0 – EMERGENCIES & EVENTS**

8.1 If, 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 after consultation with 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;
b) the Province will pay the costs of the redeployment including Salary, transportation and maintenance at the applicable cost-sharing ratio set out in subarticle 11.1; and

c) the Commissioner will ensure that the Municipality continues to receive adequate policing.

8.2 If, in the opinion of the Commissioner, an Emergency in an area of provincial responsibility exists or is likely to exist outside the Province:

a) the Commissioner may, after consultation with the Minister, and the CEO, temporarily withdraw up to 10 per cent of the Members of the Municipal Police Unit (including any necessary Equipment) to meet such Emergency;

b) during the period of any withdrawal Canada shall pay 100 per cent of all costs of the withdrawal and redeployment including Salary, transportation and maintenance, for the duration of the withdrawal; and

c) the Commissioner will ensure that the Municipality continues to receive adequate policing.

8.3 If, in the opinion of the Commissioner, there is a need to use part of the 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 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 Emergency;

b) if the Emergency exists inside the Municipality, 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; and

c) if the Emergency exists outside the Municipality, the Municipality will not bear the Salary and incremental costs of the Members and Equipment withdrawn.

d) the Commissioner will ensure that the Municipality continues to receive adequate policing.
8.4 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 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.

8.5 Withdrawal of Members from the 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 Commissioner and the Minister, with advice to the CEO.

8.6 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 3.4 and paragraph 3.5(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 9.0 - MUNICIPAL POPULATION**

9.1 For the purpose 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 April 1, 2017 to March 31, 2022, the population of the Municipality as established by the 2016 federal census;
c) for the period April 1, 2022 to March 31, 2027, the population of the Municipality as established by the 2021 federal census; and

d) for the period April 1, 2027 to March 31, 2032, the population of the Municipality as established by the 2026 federal census,

ARTICLE 10.0 - ACCOMMODATION

10.1 a) The Municipality will, in consultation with the Member in Charge, provide and maintain at no cost to Canada or the Province, 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, 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) if determined by the Municipal Police Service to be required, heated and lighted garage space.

b) When providing and maintaining accommodations, the Municipality will pay 100 per cent of all operating and maintenance costs, including costs such as building and property maintenance services.

10.2 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.

10.3 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 Municipal Police Unit or 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 16, Financial Planning and Reporting or at any other time as deemed necessary;

b) if the Municipality is unable to resolve concerns within a reasonable period of time, the Commanding Officer will provide the Municipality 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 notice, the deficiency has not been corrected by the Municipality then the Commanding Officer will, as soon as practicable, give a second notice with respect to the deficiency, and the Municipality will, 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 receipt of 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 Minister in writing that the accommodation still fails to comply with subsection 10.2 and that Canada then may make the necessary changes to the accommodation or lease other accommodation and in that case the Municipality will be responsible to pay Canada 100 per cent of all the costs, including all costs that would otherwise be borne by the Municipality under subarticle 10.1;

e) 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 Minister.

10.4 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 of the Municipal Police Unit and Support Staff.

10.5 If, under 10.4 Canada and the Province have agreed to provide and maintain any accommodation for use by the 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 Municipality agrees to:

a) pay 100 per cent of all the costs referred to in subarticle 10.1 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.

10.6 Despite any payments made under this Agreement by the 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 Municipality. All of the real property that is held, acquired, used or administered by Canada to provide and maintain the Municipal Police Unit, other than leased accommodation, shall remain at all times the sole property of Canada. For greater certainty, the Province and the Municipality agree that no real property interest whatsoever or a licence are acquired, created or implied by this Agreement.

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 Municipality will pay to Canada, at the applicable cost-sharing ratio determined in accordance with paragraph (b), the cost of providing and maintaining the Municipal Police Unit as determined in accordance with this article.

b) The cost of the Municipal Police Unit will be shared between Canada and the Municipality as follows:

i) if the Municipality has a population of less than 15,000, the Municipality will pay to Canada 70 per cent of the cost; and

ii) if the Municipality has a population of 15,000 or more, the Municipality 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 the Municipal Police Unit, 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 CEO 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 Unit, 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 CEO, 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 CEO 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 established under the Provincial Police Service Agreement 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 acknowledge that the resources dedicated to such capacity may only be increased by agreement between Canada, the Province and all of the provinces and territories with which Canada has an agreement similar to Provincial Police Service Agreement, and if an increase is agreed to, that the base amount will be revised by agreement in writing.

vii) The parties acknowledge that Canada and the Province have committed 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 CEO has requested that such cost be amortized under paragraph 11.2(l);

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 If the Municipality has a population of under 15,000, the Municipality 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) \[ \frac{A}{AM} = PM, \] 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 If the Municipality has a population of 15,000 or more, the Municipality 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) \[ \frac{A}{AM} = PM, \text{ where;} \]

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) \[ PM \times QA \times 0.9 = C, \text{ where} \]

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 Unit, except where the Province accepts responsibility for costs, the Municipality 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) The Municipality acknowledges that under the Municipal Police Service Agreement if 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 Municipality will promptly notify the Province of any claim or action referred to in paragraph (a) and, upon request, the Municipality will provide all reasonable assistance to the Province, Canada or the RCMP with respect to any such claim or action.

b) The Municipality will not compromise or settle any such claim or action without the consent of Province.

11.11 In respect of each Municipality, the Municipality 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 - EQUIPMENT

12.1 a) Equipment supplied by Canada for use by the Municipal Police Unit will be of a standard and quantity that is necessary 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.

12.2 If any item of Equipment–Type A that was purchased during this Agreement by Canada at a cost of more than $150,000 for the Municipal Police Unit, is lost, damaged, destroyed or removed from the Municipal Police Unit, the financial consequences from the loss, damage, destruction or removal of that item will be determined as follows:

a) if the Municipality paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Municipality will be credited, at the applicable cost-sharing ratio stipulated in paragraph 11.1(b), with the Fair Market Value, if any, of that item;

b) if the Municipality has not yet paid its full share of the purchase cost of the item, the Municipality 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 Municipality 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 the item of Equipment is subject of amortization in accordance with 
subparagraph 11.2(i), the payments will cease in the Fiscal Year when the 
item was lost, damaged, destroyed or removed.

ARTICLE 13.0 - TRANSFER OF OWNERSHIP OF EQUIPMENT

13.1 In the event of the expiry or termination of this Agreement:

a) subject to subarticle 13.2, the ownership of any item of Equipment that 
was purchased by Canada for the Municipal Police Unit and in respect of 
which the Municipality has paid its full share, will, at the option of the 
Municipality:

i) be acquired by the Province pursuant to its option under the 
Municipal Police Service Agreement, upon payment by the 
Municipality to Canada of an amount equal to the amount that 
the current Fair Market Value exceeds the amount, exclusive of 
interest, already paid to Canada by the Municipality for that item 
of equipment and then be transferred to the Municipality; or

ii) remain vested in Canada, in which case Canada will credit the 
Municipality 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 13.2, if any item of Equipment—Type A that cost more 
than $150,000 was purchased by Canada for the Municipal Police Unit 
and amortized under paragraph 11.2(i) and the Municipality 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 
Municipality:

i) be acquired by the Province after the Municipality 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 Municipality for that item of Equipment, and then 
be transferred to the Municipality; or

ii) remain vested in Canada, in which case Canada will credit the 
Municipality with a percentage of the Fair Market Value that is 
equal to the proportion of the amounts paid by the Municipality 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 Municipality 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.

13.2 Municipality acknowledges that the option to transfer ownership of an item of Equipment referred to in paragraph 13.1 (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 Canada and Province agree otherwise.

ARTICLE 14.0 - JAILS AND LOCK-UPS

14.1 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 RCMP.

ARTICLE 15.0 - METHOD OF PAYMENT

15.1 a) Subject to paragraph (c), all amounts payable by the Municipality 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; where the Commissioner and the 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 Municipality in one Fiscal Year will be credited to or debited against the Municipality, as the case may be, and will be reflected in 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 16.0 - FINANCIAL PLANNING AND REPORTING**

16.1 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 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.

16.2 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.

16.3 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 16.2(a)(i); and

b) proposed changes or updates to the Service’s multi-year infrastructure and equipment plans.

16.4 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 16.2(a)(i).
16.5 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.

16.6 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.

16.7 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.

16.8 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 17.0 - OPERATIONAL EFFECTIVENESS ASSESSMENTS

17.1 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.

17.2 The frequency, scope and subject matter to be reviewed are subject to the agreement of the CEO and the Member in Charge.

17.3 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.

17.4 If either of the CEO or the Member in Charge is in receipt of a notice provided under subarticle 17.3, 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 18.0 – LOCAL GOVERNMENT CONTRACT MANAGEMENT COMMITTEE

18.1 There will be a Joint Provincial-Local Government RCMP Contract Management Committee (the “Committee”) in accordance with this article.

18.2 The Committee will work towards the goal of providing an efficient and effective police service in support of the administration of justice to all municipalities in
the province that receive policing services from the RCMP and to meet the evolving needs of policing in the Province.

18.3 The Committee will be composed of:

a) the Assistant Deputy Minister responsible for the administration of the Municipal Police Service Agreement; and

b) no more than ten local government representatives, being either elected officials or local government staff, appointed from time to time by the Union of British Columbia Municipalities.

18.4 The Committee will have two Co-chairs;

a) one Co-chair will be the Assistant Deputy Minister responsible for the administration of the Municipal Police Service Agreement; and

b) one Co-chair will be appointed by the Union of British Columbia Municipalities and, by such appointment, will be the nominee to be the associate member of the Contract Management Committee for the purposes of paragraph 21.9(b) of the Provincial Police Service Agreement.

**ARTICLE 19.0 - DISPUTES**

19.1 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.

19.2 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.

19.3 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.

19.4 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 19.3, then the Municipality and the RCMP 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 19.3, then the Municipality and the RCMP will attempt to resolve the Dispute through a third 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 19.3, then the Municipality and the RCMP will attempt to resolve the Dispute through a fourth 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 19.3, then the matter will be referred to the CEO and to the Federal Minister and the Minister for resolution in such manner as they will see fit.

19.5 Notwithstanding subarticle 19.4, any Dispute arising from this Agreement may be referred to the Federal Minister and the Minister, or their Deputy Ministers, for consultation and resolution at any time and in such manner as they see fit.

19.6 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 Province Minister, the Municipality and the RCMP.

19.7 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 all 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.

19.8 The provisions of this Agreement will continue to apply despite any Dispute.
ARTICLE 20.0 - NOTICE

20.1 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 will be communicated as follows:

a) to Canada, by registered mail, addressed to the Federal Minister 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 21.0 - REVIEW

21.1 Amendments resulting from any review provided for in Articles 20 and 22 of the Provincial Police Service Agreement will be applicable to and binding on this Agreement.

ARTICLE 22.0 - TERM OF AGREEMENT

22.1 a) Notwithstanding the date on which this Agreement was executed and subject to paragraph (c), this Agreement will come into force on April 1, 2012 and, subject to paragraph 22.1(c), will continue in force until March 31, 2032;

b) On or after March 31, 2030 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 23.0 - DEFAULT

23.1 Despite 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 24.0 – AMENDMENT

24.1 Subject to subarticle 21.1, this Agreement may only be amended by the written agreement of the parties.

ARTICLE 25.0 SURVIVAL

25.1 The obligations and rights set out in Articles 11.10 (Basis of Calculation of Payment), 15 (Method of Payment), 20 (Notice), 23 (Default) and 24 (Amendment) will survive the expiry or termination of this Agreement.

25.2 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 Municipality under that article is paid in its entirety.

25.3 The obligations and rights set out in subarticle 10.5 (Accommodation) will
survive until the day on which the amount owed by the Municipality under this Agreement is paid in its entirety.

IN WITNESS WHEREOF the Honourable, Shirley Bond Minister of Justice, and Attorney General, has hereunto set her 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 Shirley Bond Minister of Justice, and Attorney General, for the Province this 14th day of March 2012 in the presence of:

[Signature]

Minister of Justice
and Attorney General

THE Corporate Seal of the City of Williams Lake was hereunto affixed this ______ day of ________ 2012, in the presence of: [C/S]

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