

9. Re: Contract with the R.C.M.P. For Police Services in Burnaby

The attached contract between Her Majesty the Queen in right of Canada and the Municipality for police services by the R.C.M.P. expires on March 31, 1974.

The proposed Contract is basically the same as the one that is now in effect. The two notable exceptions are:

1. An increase in staffing requirements from 182 to 184, to become effective on April 1, 1974. (This increase was approved by Council on July 16, 1973).
2. A reduction in the term of the Contract from three to two years (the proposed Contract would come into force and bind the parties from April 1, 1974 to March 31, 1976).

The Superintendent, Officer in charge, Burnaby Detachment of the R.C.M.P., advises that the cost sharing basis is presently under view, and that it is probably for this reason that the Force has asked for a two-year Contract. The Contract would require Canada to provide at all times 184 members of the Force, but such members would not be replaced when absent by reason of two days off each week, attendance at training courses, time off on or in lieu of national holidays, annual leave or sickness, except where such sickness results in a member being absent in excess of thirty consecutive days.

The agreed strength of the Unit may be increased or decreased at the request of the Municipality, but any requested decrease which in the opinion of the Commissioner would affect the efficient policing of the Municipality may be refused and any requested increase which in the opinion of the Commissioner is not necessary may also be refused; the Commissioner's decision thereon would be final in each instance.

Burnaby would pay for the policing on the following basis:

1. Fifty percent for each of the first five members, and
2. For each additional member, 75 percent of the average cost per member of maintaining the Force during the preceding fiscal year.

According to the formula that has been established for the purpose of calculating the annual sum, the Municipality in the period April 1, 1974 to March 31, 1975, would pay \$9,900 per annum for each of the first five members and \$14,850 for the sixth and each additional member. This compares with \$9,215.87 and \$13,823.80 in 1973/74.

Transportation is supplied by the Force and is charged to the Municipality at the rate of nine cents for each mile travelled in excess of 3,100 per annum. The annual charge for transportation for the last year of the existing Contract (April 1, 1973 to March 31, 1974) is estimated at \$138,631.

The Municipality would provide and maintain without cost to Canada the following facilities:

1. Furnished, heated and lighted office accommodation and janitor service together with telephone and water supply; and
2. Heated and lighted jail cell accommodation together with bedding and water supply; and
3. Heated, when necessary, and lighted garage space for automobiles provided by Canada and used for the purpose of the proposed agreement.

Continued ...

9. Re: Contract with the R.C.M.P. - Cont'd.

Clause 5 would require the Municipality to provide the services of a solicitor to assist with the prosecutions of offences that are allegedly committed in Burnaby. The effect of the Provincial takeover of Courts on this Clause is contained in the following comments by the Superintendent, Officer in Charge, Burnaby Detachment, R.C.M.P.:

"With reference to what effect the Provincial Government takeover of the Courts could have on Clause 5 of the Municipal Contract, I think the answer lies in the phrase 'when requested by the member in charge of the unit' which precedes the requirement for a municipality to provide the services of a solicitor.

If the Provincial Government provides prosecutors under the proposed new court administration, then the need for the Municipality to do so would be obviated and no request would be made for a solicitor, as is presently the case in respect to Federal statute offences committed in the Municipality."

It should be noted that the Province is also a party to this agreement.

The Manager, who has conferred with the Solicitor and Treasurer on this matter, recommends that the Agreement be executed.

RECOMMENDATION:

THAT authorization be given to execute the Agreement on behalf of the Municipality.

MEMORANDUM OF AGREEMENT BETWEEN:

THE GOVERNMENT OF CANADA, hereinafter referred to as "Canada",

OF THE FIRST PART

and

THE CORPORATION OF THE DISTRICT . . . of
. . . . BURNABY in the Province
of British Columbia, hereinafter referred
to as the "Municipality",

OF THE SECOND PART

and

THE GOVERNMENT OF THE PROVINCE OF BRITISH
COLUMBIA, hereinafter referred to as
"British Columbia",

OF THE THIRD PART

WHEREAS Section 20 of the Royal Canadian Mounted Police Act provides that the Solicitor General may, with the approval of the Governor in Council, enter into arrangements with the government of any province or, with the approval of the Lieutenant-Governor in Council of any province, with any municipality in the province, for the use or employment of the Royal Canadian Mounted Police Force, or any portion thereof, in aiding the administration of justice in the province or municipality, and in carrying into effect the laws in force therein; and may, with the approval of the Treasury Board, in any such arrangement, agree upon and determine the amount of money that shall be paid by the province or municipality for such services of the Force.

AND WHEREAS by Section 19 of the Royal Canadian Mounted Police Act, members of the Force unless authorized by the Governor in Council, shall not be charged with any duties under or in connection with any municipal by-laws.

AND WHEREAS the Municipality is desirous of having the Municipality policed by the Royal Canadian Mounted Police and has requested that Canada enter into an agreement with the Municipality for the use or employment of the Royal Canadian Mounted Police in the policing of the Municipality.

AND WHEREAS the execution of this Agreement has been approved by the Lieutenant-Governor in Council of British Columbia, which by joining this Agreement, guarantees to Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In this Agreement unless the contrary intention appears,
 - (a) "Chief Executive" means the mayor or reeve of the Municipality;
 - (b) "Commissioner" means the Commissioner of the Royal Canadian Mounted Police;
 - (c) "Contract Province" means a province of Canada which has entered into an agreement with Canada for the policing of that province by the Royal Canadian Mounted Police but does not include the Yukon Territory or the Northwest Territories;
 - (d) "Fiscal Year" means the period from the first day of April in one year to the 31st day of March in the next year;
 - (e) "Force" means the Royal Canadian Mounted Police;
 - (f) "Member" means a member of the Royal Canadian Mounted Police, or a person appointed by the Commissioner pursuant to Section 7 of the Royal Canadian Mounted Police Act, R.S.C. 1970, C. R-9, but does not include a member of the Royal Canadian Mounted Police Reserve or a member of the Royal Canadian Mounted Police "Marine" and "Air" Services and "Depot" Division;
 - (g) "Municipal Contract" means an arrangement, pursuant to Section 20 of the Royal Canadian Mounted Police Act, for the policing by the Force of a specific municipality; and
 - (h) "Unit" means the members of the Royal Canadian Mounted Police designated by Canada to police the Municipality under this Agreement.

2. The Unit shall, subject to the provisions of this Agreement, remain under the control of Canada.
3. The Unit shall perform in the Municipality such duties and render such services, and no others, as are ordinarily performed by police constables in aiding the administration of justice and in carrying into effect the laws in force therein, but specifically the Unit shall not be called upon to engage in
 - (a) the issue of licences, the collection of licence fees, or the carrying out of inspections regarding licences;
 - (b) the collection of any taxes or any monies other than fines or court costs for or on behalf of the Municipality;
 - (c) the impounding of any dogs, cattle or other animals;
or
 - (d) the carrying out of inspections in respect of by-laws relating to health, sanitation or fire prevention.
4. The Member in Charge of the Unit shall
 - (a) in enforcing by-laws of the Municipality, act under the lawful direction of the Chief Executive of the Municipality, or such person as may be designated in writing for this purpose by the Chief Executive;
and
 - (b) report as often as requested to the Chief Executive of the Municipality, or to such person as may be designated in writing for this purpose by the Chief Executive, on the subject of law enforcement in the Municipality.
5. The Municipality shall, when requested by the Member in Charge of the Unit, provide without cost to Canada the services of a solicitor to assist in conducting any prosecution of an offence alleged to have been committed within the Municipality.

6. Members of the Unit may retain any fees allowed under any law to peace officers for work done and services rendered in respect of any prosecution, which fees shall be remitted in accordance with Section 23 of the Royal Canadian Mounted Police Act.

7. In the event that the Municipality desires the removal of any particular member of the Unit, a request for such removal, in writing, together with the reasons therefor, shall be forwarded by the Chief Executive of the Municipality to the Commissioner, Ottawa, Ontario, who shall give such request full consideration and the Commissioner's decision thereon shall be final.

8. (1) For the purposes of this Agreement and subject to paragraph 11 following, Canada will provide at all times ~~..107.18%~~ members of the Force, but such members will not be replaced when absent by reason of two days off each week, attendance at training courses, time off on or in lieu of national holidays, annual leave or sickness, except where such sickness results in a member being absent in excess of thirty consecutive days.

(2) In the event of a major emergency, all or part of the Unit may be temporarily withdrawn from the Municipality, but such withdrawal shall not affect the financial arrangements herein provided for, and in such case Canada shall provide the Municipality with substitute police protection without additional cost to the Municipality.

(3) What constitutes a major emergency shall be wholly in the discretion of the Commissioner and his decision thereon shall be final.

9. (1) An annual sum calculated on the following basis shall be paid by the Municipality in respect of the members of the Unit:

- (a) fifty percent for each of the first five members,
and
- (b) seventy-five percent for each additional member, of the average cost per member of maintaining and operating the Force during the preceding fiscal year.

9. (2) For the purposes of this Agreement, the average cost per member of maintaining and operating the Force during such preceding fiscal year shall be determined by dividing the total number of members serving in the Contract Provinces on the last day of the fiscal year into the amount that is obtained by adding together all the expenditures made by Canada during the fiscal year for the purposes of operating and maintaining the Force in the Contract Provinces, but not including expenditures relating to

- (a) the acquisition or construction of land, buildings and works, or
- (b) members of the Corps of Commissionaires, or
- (c) the operation, including equipment, of "Marine" and "Air" Services and "Depot" Division,

and by addition to the quotient, so obtained, amounts in respect of training expenditures and pension charges calculated in accordance with sub-paragraph (3).

(3) The amounts to be added under sub-paragraph (2) as training expenditures and pension charges shall be respectively

- (a) an amount equal to one-twenty-fifth of the average cost of training a recruit during the preceding fiscal year
and
- (b) an amount obtained by dividing 1.44% of the total pay during the preceding fiscal year of all members of the Force, including members of "Marine" and "Air" Services and "Depot" Division by the number of members contracted for under municipal agreements as of March 31 of the said fiscal year.

(4) The Municipality shall also pay Canada nine cents for each mile travelled in excess of 3,100 miles per annum by motor vehicles provided by Canada and used for the purpose of this Agreement. The mileage shall be calculated semi-annually.

(5) All sums payable under this Agreement shall be paid semi-annually by cheque drawn in favour of the Receiver General of Canada and sent by mail addressed to the Commissioner, Ottawa, Ontario.

10. (1) The Municipality shall provide and maintain at the request and to the satisfaction of the Commissioner, without cost to Canada, for the use of the Unit, the following facilities, namely:

- (a) furnished, heated and lighted office accommodation and janitor service together with telephone and water supply;
- (b) heated and lighted jail cell accommodation together with bedding and water supply; and
- (c) heated, when necessary, and lighted garage space for automobiles provided by Canada and used for the purpose of this Agreement.

(2) In the event that Canada provides and maintains for the use of the Unit any or all of the facilities mentioned in subparagraph (1), the Municipality shall pay Canada an amount which, in the opinion of the Commissioner, the Municipality would reasonably have been required to spend if it had provided comparable facilities.

11. The agreed strength of the Unit may be increased or decreased at the request of the Municipality, but any requested decrease which in the opinion of the Commissioner would affect the efficient policing of the Municipality may be refused and any requested increase which in the opinion of the Commissioner is not necessary may also be refused; the Commissioner's decision thereon shall be final in each instance.

12. Where an increase or decrease in the strength of the Unit, pursuant to paragraph 11, results in a member thereof serving the Municipality for a period less than a fiscal year, the Municipality shall pay Canada in respect of that member a sum to be determined by dividing the figure 365 into the annual sum payable by the Municipality for one member of the Unit and multiplying the result by the number of days actually served by that member.

13. The Municipality, except as hereinafter provided, shall pay all expenses incurred

- (a) for medical certificates, and
- (b) for maintenance, subsistence, medical services, civilian guards and matrons up to the time of sentence or committal for trial, and twenty-four hours thereafter,

in respect of any person charged with or detained in respect of an offence committed within the Municipality.

14. Where criminal proceedings are instituted against a person by Canada or any department or agency thereof, no expenses involved in the maintenance and subsistence of that person, shall be payable by the Municipality by reason only of this Agreement.

15. All costs, including maintenance and subsistence while en route, incurred in escorting a person charged with or convicted of an offence committed within the Municipality from the place where he is apprehended in Canada to the place of trial or to the institution where his sentence is to be served, as the case may be, shall be paid by Canada, except that where the person is located outside the Province he will be returned to the Province only upon the direction of the Attorney General of the Province.

16. This Agreement shall come into force and bind the parties thereto from the 1st day of ..APRIL.., 19.74, to the 31st day of ..March.., 19.76, unless previously terminated by either party giving to the other parties six months' notice in writing. The notice shall be communicated as follows:

- (a) to Canada, by personal service on the Commissioner or Deputy Commissioner or by registered mail addressed to the Commissioner, Ottawa, Ontario; and
- (b) to the municipality, by personal service on the mayor or reeve of the municipality as the case may be, or in his absence on the acting mayor or reeve, or by registered mail addressed to the reeve, or mayor of the municipality at the municipality's principal place of business.

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(c) to British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

IN WITNESS WHEREOF the Solicitor General has caused this Agreement to be executed on behalf of Canada, and the Municipality has caused its corporate seal to be hereunto attached, duly attested by the hands of its proper officers in that behalf, and the Attorney General of the Province of British Columbia has executed this Agreement on behalf of British Columbia.

SIGNED for the Solicitor General, on)
behalf of Canada, by the Commissioner)
of the Royal Canadian Mounted Police,)
this day of, 19...)
in the presence of)

.....
Commissioner of the R.C.M.P.

SIGNED on behalf of the)
.....)
of in)
the Province of British Columbia and)
its corporate seal attached this)
..... day of, 19...)
in the presence of)

.....
Description - Mayor, etc.

.....
Description - City Clerk, etc.

SIGNED on behalf of the Province of)
British Columbia by the Attorney)
General of the Province this)
day of, 19..., in the)
presence of)

.....
Attorney General