

ITEM	7
MANAGER'S REPORT NO.	59
COUNCIL MEETING	1982 10 25

RE: RCMP CONTRACT  
 (ITEM 13, REPORT NO. 59, 1981 NOVEMBER 23)

For convenient reference attached is a two page circular from Mr. C. S. J. McKelvey, UBCM Executive Director, which provides an overview on the changes in the RCMP contract. More detailed information on the changes is available in the Manager's office.

MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendation of the Municipal Solicitor be adopted.

\* \* \* \* \*

TO: MUNICIPAL MANAGER  
 FROM: MUNICIPAL SOLICITOR  
 RE: R.C.M.P. CONTRACT  
 Item 13, Manager's Report No. 59, Council Meeting  
 November 23, 1981

OCTOBER 19, 1982

RECOMMENDATION:

1. That the Municipality execute the new proposed agreement with the Province for the provision of R.C.M.P. services.

REPORT

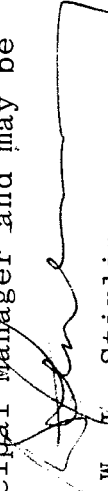
At its meeting on November 23, 1981 Council authorized the signing of an agreement with Ottawa for the provision of R.C.M.P. services to the Municipality for the ten year period commencing April 1, 1981.

Subsequently, by letter dated September 17, 1982 (copy attached) addressed to the Mayor by the Attorney General, a new agreement was forwarded for execution by the Municipality.

There will now be one contract between Ottawa and the Province and separate agreements between the Province and those municipalities served by R.C.M.P.

There are some changes in the proposed agreement. These have been examined by the U.B.C.M. and by the Municipal Solicitor. In his opinion, the changes are not so significant as to warrant concern by the Municipality. Neither has the U.B.C.M. recommended that the agreement not be signed. In any event, the terms of the contract proposed by the Province are not subject to negotiation.

A copy of the proposed agreement and the comments of the U.B.C.M. are on file in the office of the Municipal Manager and may be examined there.

  
 W. L. Stirling  
 MUNICIPAL SOLICITOR

Attach.

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Province of  
British Columbia

Ministry of  
Attorney General

Parliament Buildings  
Victoria  
British Columbia  
V8V 1X4

OFFICE OF THE  
ATTORNEY GENERAL

**RECEIVED**

1982 SEP 21

P330-8

September 17, 1982

**MAYOR'S OFFICE**

His Worship Mayor W. A. Lewarne  
District of Burnaby  
4949 Canada Way  
Burnaby, British Columbia  
V5G 1M2

Dear Mayor Lewarne:

I am writing to you in connection with the municipal police services agreement which I sent to you on October 6, 1981. That agreement was signed by the Honourable Robert Kaplan, Solicitor General of Canada and, in accordance with my request, the agreement was duly executed by you.

As events have transpired since October 6, 1981, it is now necessary that a new form of agreement be executed to replace the earlier document. For that purpose, I enclose two agreements which I would ask you to execute and return to me at your earliest convenience. I will return one copy to you when I have placed my signature on the agreements.

By way of explanation, subsequent to October 1981, we identified a problem with respect to the legislative authority for the form of agreement which had previously been used in these circumstances. Consequently, discussions took place with Mr. Kaplan and it was agreed to resolve the issue by having a master agreement between Canada and British Columbia with respect to the use of R.C.M.P. services in the Province. In turn, the matter of agreements with each municipality would be dealt with by individual agreements with the Attorney General.

I hasten to point out that the terms and conditions with respect to cost-sharing remain unchanged from those set out in the agreement sent to you on October 6, 1981. In effect, the new agreement provides for a clearer delineation of federal/provincial and municipal responsibilities. As a result of the discussions between officials of the Attorney General's Ministry and the Department of the Solicitor General, you should experience no change in the administrative processes which have heretofore applied.

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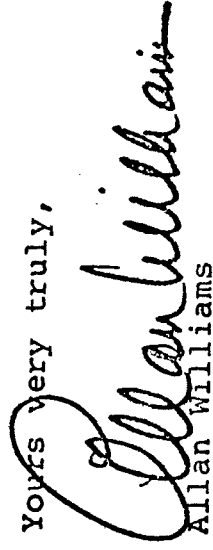
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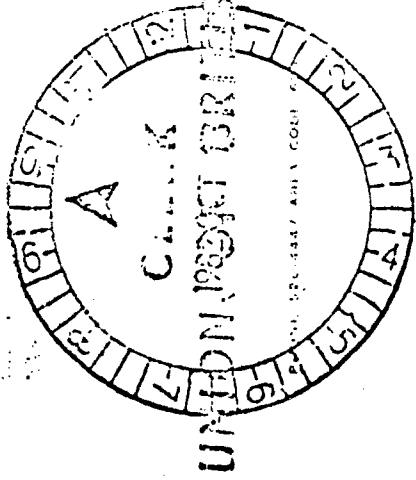
If you have any questions concerning the form of agreement, please communicate with

Mr. Robin Bourne,  
Assistant Deputy Minister,  
Police Services,  
5th Floor, 609 Broughton Street,  
Victoria, B. C. V8V 1X4  
Telephone: 384-4434.

Yours very truly,

  
Allan Williams  
Attorney General

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UNION OF BRITISH COLUMBIA MUNICIPALITIES

2150 BURNETT ROAD, VANCOUVER, B.C. V6C 2K7

October 13, 1982.

TO: Mayors of Municipalities with R.C.M.P. Contract Police Services.

FROM: Executive Director, U.B.C.M.

Dear Sirs:

This letter elaborates on my October 6th letter, in which I advised that a meeting with officials of the Ministry of the Attorney-General would be held today. That meeting has now been completed and the new R.C.M.P. contract which was placed in your hands sometime following September 18th, 1982, has been closely examined with respect to the numerous changes contained therein.

We attach a listing of the changes made in the new document compared to that to which you affixed your signature in late 1981. Also attached is a Concordance which cross-refers the Section numbers in each document.

SOME MAJOR CHANGES DESCRIBED

Throughout the new document, you will note that wording such as "the Attorney-General will, etc. etc." occurs frequently, which was less apparent in the earlier contract. The reason for this is that under Federal-Provincial constitutional relations in respect to the R.C.M.P., the contractual relationship between the municipality is more properly between the Provincial Minister rather than the Federal Minister or the R.C.M.P. Commissioner.

Generally new wording has been used to bring the "legal" writing into current form, although except as explained in this letter, the actual intent is not changed. In effect, the changes made do not change the substance of the earlier contract but only clarify some changes in process.

The general intent of the changed wording is to provide a more close working liaison between municipalities and the Attorney-General, and any difficulties which arise during the contract term should be referred to the Attorney-General for his assistance.

Some municipalities have asked the U.B.C.M. to ascertain whether they were entitled to audit the operations of their particular R.C.M.P. unit. An audit is not permitted, but on the other hand the Attorney-General of B.C. has made it clear that any municipality may request from him any of the financial details of their own R.C.M.P. detachment's costs. Similarly, the Attorney-General has requested that Ottawa provide a detailed breakdown of the "per capita" costs of all R.C.M.P. which is the dollar base against which your particular municipality's percentage (56-70% in those municipalities under 15,000; and 81-90% for municipalities over 15,000) is used.

Some changes in the termination date of the contract were caused by the (earlier) inability of a municipality to enter into any contract for more than five years without the assent of the electors. This has been changed in respect to R.C.M.P. contracts through recent amendments to the (B.C.) Police Act which were proclaimed in September, 1982. The contract reflects these changes.

I draw your attention to two specific sections in the new contract which require your action.

1. Will you please add the words "unless the Province accepts responsibility for these expenses" AFTER Section 11, s/s/ (1) (d) as follows:  
Sect. 11, 1 (a) etc.  
Sect. 11, 1 (b) etc.  
Sect. 11, 1 (c) etc.  
Sect. 11, 1 (d) etc.

unless the Province accepts responsibility for these expenses.


After adding this wording to your new contract, it should be initialled by yourself prior to sending the document back to the Attorney-General.

NOTE: This change reinstates a phrase from the earlier agreement.

2. Will you please change and initial the year "1981" to read "1982" at the end of page 30, where you are required to affix your signature and Corporate Seal.

With the explanations in this letter, it is felt that you and your legal advisers may now be in a position to review the whole of the newly presented contract. If after such a review you wish to pose additional questions, we shall be pleased to offer any further assistance we can.

Yours sincerely,

  
C.S.J. McKelvey,  
Executive Director.

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