

ITEM	11
MANAGER'S REPORT NO.	22
COUNCIL MEETING	92/03/30

TO: MUNICIPAL MANAGER DATE: MARCH 26, 1992

FROM: MUNICIPAL SOLICITOR

SUBJECT: NEW RCMP CONTRACT 1992-2012

PURPOSE: To seek authority to execute an Agreement
 with the Province for Police Services

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RECOMMENDATION:


That the Municipal Clerk be authorized to affix the seal of the Municipality to the new Agreement with the Province respecting the provision of police services.

R E P O R T

The provinces and territories have signed an agreement for the provision of RCMP services for 20 years.

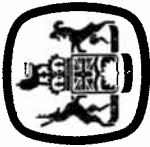
The Ministry of the Attorney-General has prepared a new agreement to be entered into between the Province and every municipality that is policed by the RCMP.

A copy of the highlights of the Agreement provided by the Province is attached.


Patricia W. Flieger
Municipal Solicitor

PWF:sb
Attach.

c.c. Officer-in-Charge, RCMP
 Director Administrative & Community Services
 Director Finance



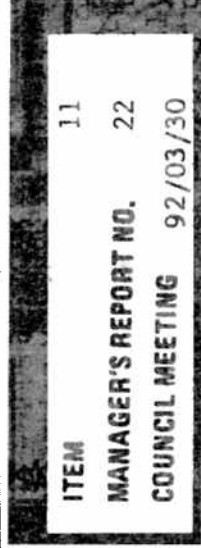
Province of
British Columbia

Ministry of
Attorney General

Police Services
Fifth Floor
910 Government Street
Victoria
British Columbia

Mailing address:
Ministry of Attorney General
Police Services
Parliament Buildings
Victoria, B.C.
V8V 1X4

March 19, 1992



RECEIVED

MAR 24 1992

His Worship Mayor William Copeland
District of Burnaby
4949 Canada Way
Burnaby, British Columbia
V5G 1M2

Dear Mayor Copeland:

MAYOR'S OFFICE

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Re: New RCMP Contract - 1992 - 2012

The new federal/provincial agreements for provision of RCMP services to the Province and municipalities were signed on March 18th, 1992, an event which marks the successful conclusion of over four years of negotiations.

With the signing of the federal/provincial agreements the Province is able to provide you with your new provincial/municipal agreement for policing of your municipality by the RCMP. The following documents are attached:

- a document which identifies some of the highlights of the new agreements;
- a bound volume titled "Supplementary Guide and Expanded Index for Municipal Police Unit Agreements", which contains an interpretive guide, an expanded index, a blank copy of the Municipal Police Unit Agreement, and extracts of provisions in the Provincial Police Service Agreement which apply to the municipal policing agreements; and
- 2 bound copies of the Municipal Police Unit Agreement for your municipality, for execution and return.

Throughout the negotiations you have been ably represented by the Union Of British Columbia Municipalities. All of the jurisdictions which use the RCMP as their police, which includes eight provinces, two territories and representative for some 190 other municipalities, negotiated collectively with Canada. British Columbia was the lead in these negotiations. All of the provincial and territorial jurisdictions have expressed complete satisfaction with the final negotiated agreement.

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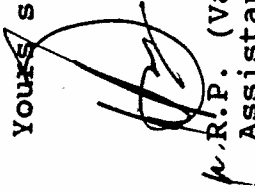
The attached agreement for your Municipality contains all the terms and conditions set out in the federal/provincial agreement. The word "municipality" is substituted for "province", and the word "province" is substituted for "Canada", wherever it was legally appropriate. The attached Supplementary Guide is intended to assist interpretation of the various terms and conditions of the Agreement.

The local commander and staff of the RCMP have not seen this new Agreement in any form. Their headquarters in Vancouver will communicate it to them through regular channels in due course. You are, however, free to share any of the information with them.

The Agreement takes effect as of April 1, 1992. I request that you execute the two bound copies of the Agreement with the seal of the Municipality and appropriate witnesses signatures, then return both copies to this office as soon as possible for execution by the Attorney General. A fully executed original copy of the Agreement will be returned to you. The bound supplement volume is yours to retain.

I trust that this Agreement will facilitate many years of continuing quality police service for your municipality.

Yours sincerely,



Mr. R.P. (Val) Pattee
Assistant Deputy Minister
Police Services Branch

Enclosures

HIGHLIGHTS OF THE NEW MUNICIPAL POLI

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GENERAL COMMENT:

The Provincial/Territorial/Municipal negotiating team began the negotiations with a long list of items believed to be necessary contractual improvements for continuation of a shared federal/provincial/municipal police force. The federal team refused to acknowledge existing federal benefit inherent in contract policing and insisted on full cost recovery for delivery of a service package.

The negotiated agreements include, in one form or another, most of the contractual improvements sought by the contracting jurisdictions. In particular, the cost-share percentages did not change and will not change for the 20-year duration of the agreements. There are some elements of the cost base which increase and there are some new items in the cost base, however, the increases are controlled.

There are provisions for improved accountability of the Force to the respective contracting jurisdictions. These include responsiveness to local objectives, priorities and goals and requirements for ongoing consultation with respect to policing. There is emphasis on coordinated budget planning and fiscal accountability, with provision for consultation, recognition of respective resource requirements and supplementary information from the Force on request.

Most of the changes are evident in the Agreement, however some are highlighted here for ease of reference. This document is arranged in order of presentation of Articles in the Agreement. The supplementary Guide and Expanded Index follows the same format.

DEFINITIONS:

There are approximately ten new definitions added to the Interpretation article to make interpretation of the document easier and more accurate. A number of the previous definitions were amended for purposes of increased clarity.

Major improvements include:

- o Clear definition of "Emergency" and "Special Event" to ensure specific exclusion of the more common Special Events from application of emergency provisions to withdraw resources for federal interests.
- o An expanded definition of "Furnished" with respect to supplied municipal accommodation, to eliminate confusion as to who is to supply such items as minicomputers and

specialized equipment. Such items will now be provided by the RCMP.

- o The definition of "Municipal Police Service" has been changed to eliminate the restrictive reference to enforcing the Criminal Code, Provincial Statutes and Municipal Bylaws. The intent was to have a more flexible definition which encompasses the range of police activities and duties beyond direct enforcement of statutes.
- o "Support Staff" are now specifically defined.

APPLICATION OF GOVERNING AGREEMENTS AND LEGISLATION

The Province has given the RCMP and the Municipality a broader mandate to deal directly with each other in respect to matters of local interest.

SUBJECT MATTER

The list of excluded duties (non-police functions) in the previous agreement has been eliminated. In its place is a consultative process to assess local needs and reach agreement on what are appropriate duties for effective and efficient deliver of police services.

A provision is included to enable cost recovery by the Municipality in cases where the municipal support staff are provided in support of provincial or federal policing.

MANAGEMENT OF THE MUNICIPAL POLICE SERVICE

A provision is included to facilitate the involvement of the Mayor in determination of the appropriate level of policing for the Municipality.

DIRECTION AND REPORTING

The Mayor may now set local objectives, priorities and goals for the Municipal Police Unit and the Member In Charge is obliged to report to the Mayor with respect to implementation thereof.

INCREASE OR REDUCTION IN THE MUNICIPAL POLICE UNIT

There is no federal restriction on the number of Members which a municipality may have provided under this Agreement.

Duties or functions may not be arbitrarily added to or deleted from those of the Municipal Police Unit as of March 31, 1992. Prior consultation and agreement is required for any such change.

EMERGENCIES

New definitions of Emergency and Special Event have been

introduced to eliminate the use of emergency policing provisions as justification for withdrawal of Municipal Police Unit resources to provide federal policing of planned events.

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In the event that Municipal Police Unit resources are used for emergency policing elsewhere, the Municipality will not pay the costs of the absent Members.

MUNICIPAL POPULATION

In cases where population of the municipality passes the 5,000 or 15,000 threshold, the determination date will be the year following the related Canada census. The former agreement used the year in which the census is taken, which often resulted in a period of uncertainty and budget difficulties.

ACCOMMODATION

Telephone equipment is no longer a part of accommodation for which the municipality is responsible. Telephone equipment will be acquired by the RCMP and will become part of the cost base to be cost shared.

Heated garage space is no longer an automatic requirement. These needs will be assessed on a case-by-case basis.

A new procedure is introduced to set out responsibilities of both the RCMP and the Municipality in dealing with identification and correction of accommodation deficiencies. It includes defined time frames to enable municipal planning and implementation of corrective action.

BASIS OF PAYMENT

Cost shares remain constant for the full twenty year term of the Agreement.

The elements of cost included in the cost base are better defined. A provision elsewhere in the Agreement provides for the Municipality to receive a current copy of the RCMP Expenditure Coding Dictionary, which provides a comprehensive listing of items and their designation in accounting records.

Cost increases are phased in over a period of years and in all cases the amounts are less than requested by federal negotiators.

The cost of divisional administration is now calculated using the annual average of Members, rather than a number as of one specific date per year, which provides a more accurate accounting.

The formulae applied to calculate costs are better defined and easier to understand.

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Members absent for extended periods or unrelated duties are no longer carried on the payroll charged directly to the municipal costing. The most significant items are training not related to Municipal Police Services and pension retirement leave.

EQUIPMENT

There is a new provision for refunding costs for major items of equipment which are lost, damaged, destroyed or removed from the Municipal Police Unit. Under the prior agreement, the investment was not recoverable.

TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

There are new provisions for buying out equipment assets and buildings in the event of termination of the Agreement.

JAILS AND LOCK-UPS

This is a new provision in the municipal policing agreements, one which has been in the provincial policing agreements for many years and remains in those agreements in this amended form. By exception, the wording defines classes of prisoners which Canada must provide for.

METHOD OF PAYMENT

There is no change to the method of payment or invoicing frequency. Canada had asked for invoicing every two months, payment within 30 days and interest on overdue accounts.

FINANCIAL AND RESOURCE PLANNING

A separate procedure is set out for municipalities in the under 15,000 and over 15,000 population categories.

There are specific procedures set out in the Agreement to involve the Mayor or designate in the planning and resourcing for the police service in the Municipality.

The Commanding Officer is obliged to take note of resourcing capabilities of the Municipality when developing fiscal budgets for the policing.

Changes in the number of Members assigned to the Municipal Police Unit are determined through consultation in advance of the budget year in which they will take effect.

Purchases of equipment costing \$100,000 or more per item now require prior approval of the Mayor. The prior agreement only gave an option of amortization versus a one-time payment.

The planning, budget and reporting cycles are better defined.

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The RCMP is obliged to provide detailed information to account for current and past year expenditures and variances from budgets previously agreed to.

The Mayor is now entitled to receive advice on the results of internal audits of the Municipal Police Unit by the Force.

REVIEW

A process has been agreed to with respect to independent review of the employer contributions to pensions. Canada had demanded calculation on the basis of 15% and 12% of Member and Public Servant salaries respectively. The negotiated agreement phases in increases to 13.3% and 7.4% (up from 12% and 6%) pending completion of the first review.

The cost incurred by Canada in providing the police services is subject to review every five years, however the cost share percentages are specifically excluded and prior agreement is required before any other change may take effect.

ADVISORY COMMITTEE

Under the Provincial Police Services Agreement, there will be an Advisory Committee that will be responsible to identify and resolve any significant issues that may arise in the implementation and operation of the agreements. The Committee will have one member from each of the contracting provinces/territories and two federal representatives. The Committee will meet not less than annually.

TERM OF THE AGREEMENT

The initial federal negotiating position included a contact duration of five or ten years. The final agreements are for 20 years. This provides for improved planning and development capabilities.