PROVINCE OF ALBERTA PROVINCIAL POLICE SERVICE AGREEMENT April 1, 1992

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BETWEEN:

THE GOVERNMENT OF CANADA (herein called "Canada"),.

AND

THE GOVERNMENT OF THE PROVINCE OF ALBERTA (herein called the "Province")

Whereas Section 20 of the <u>Royal Canadian Mounted Police Act</u> provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

And Whereas Section 21 of the <u>Police Act</u> (Alberta) provides that the Lieutenant Governor in Council may authorize the Solicitor General, on behalf of the Government of Alberta, to enter into an agreement with the Government of Canada for the employment of the Royal Canadian Mounted Police regarding the enforcement of laws in force in the Province;

And Whereas Canada and the Province wish to enter into such an arrangement as evidenced by this Agreement;

And Whereas by Order in Council P.C. 1992-2/369 dated February 27, 1992, the Governor in Council authorized the Solicitor General of Canada to enter into this Agreement on behalf of the Government of Canada;

And Whereas by Order in Council number 113/92 dated February 20, 1992, the Lieutenant Governor in Council authorized the Solicitor General of Alberta to enter into this Agreement on behalf of the Government of Alberta.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0 <u>INTERPRETATION</u>

- 1.1 In this agreement each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:
 - a) "Accounts" has the meaning given to it in subarticle 10.8;
 - b) "Attorney General" means the chief law officer of the Province;
 - c) "Commanding Officer" means the officer of the Force, resident in the Province, appointed by the Commissioner to command the Division;
 - d) "Commissioner" means the Commissioner of the Royal Canadian Mounted Police:
 - e) "Criminal Operations Officer" means the officer of the Force appointed by the Commissioner to supervise criminal operations in the Division under the overall direction of the Commanding Officer;
 - f) "Detachment" means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;
 - g) "Divisions" means the organizational component of the Force that is responsible for law enforcement and the prevention of crime in the Province:
 - h) "Emergency" has the meaning given to it in subarticle 8.1;
 - i) "External Review Committee" has the meaning given to it in subarticle 10.1;
 - j) "Fiscal Year" means the period beginning on April 1 in any year and ending on March 31 in the next year;
 - k) "Force" means the Royal Canadian Mounted Police;
 - 1) "Member" means any member of the Force appointed pursuant to the Royal Canadian Mounted Police Act and any Regulations made pursuant thereto and, without limitation, includes any regular member, special constable, special constable member and civilian so appointed;

- m) "Minister" means the provincial Minister responsible for policing services in the Province;
- n) "Municipal Police Service" means the aggregate of resources and Members employed by Canada to provide policing services in any Municipality under an agreement with the Municipality, but does not include those resources and Members employed primarily in
 - i) policing 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) the Provincial Police Service provided under this Agreement;
- o) "Municipal Policing Agreement" has the meaning given to it in subarticle 9.1;
- p) "Municipality" means any city, town, village, hamlet or other organized area that is designated as such by any law of the Province;
- q) "Office of the Superintendent of Financial Institutions" means the Office of the Superintendent of Financial Institutions established by Section 4 of the Office of the Superintendent of Financial Institutions Act (Canada);
- r) "Pension contribution" means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the Royal Canadian Mounted Police Superannuation Act the Supplementary Retirement Benefits Act. the Public Service Superannuation Act and the Canada Pension Plan;
- s) "Province" means the Province of Alberta;

- t) "Provincial Police Service" or "Service" means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Province, but does not include those resources, Members and Support Staff employed primarily in:
 - i) policing 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) a Municipal Police Service provided under a separate agreement.
- u) "Public Complaints Commission" has the meaning given to it in subarticle 10.1:
- v) "Salary" includes Pension contributions and employer's unemployment insurance contributions:
- w) "Solicitor General" means the Solicitor General of Canada;
- x) "Special Event" has the meaning given to it in subartide 8.1;
- y) "Support Staff" means all those persons who are employed by Canada in the Province as public service or casual employees in support of the Provincial Police Service and who are not Members:
- z) "Unit" means a named component of the Division to which Members of the Provincial Police Service are assigned.
- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context

ARTICLE 2.0 SUBJECT MATTER

2.1 a) Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a Provincial

- Police Service within the Province during the term of this Agreement.
- b) Canada is hereby authorized by the Province to carry out the powers and duties of the provincial police force for the purpose of providing the Provincial Police Service in accordance with this Agreement.
- c) The number of personnel listed in Annex "A", as adjusted from time to time in accordance with the provisions of Article 6, are all the Members and Support Staff who are employed in the Provincial Police Service.
- 2.2 Those Members who form part of the Provincial Police Service shall
 - a) perform the duties of peace officers; and
 - b) render such services as are necessary to
 - 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 or the Province, be executed and performed by peace officers.
- 2.3 a) The Provincial Police Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province.
 - b) Where, at the date of this Agreement, the Provincial Police Service is performing any duties or providing any services referred to in paragraph (a), the Service shall continue to perform such duties and provide such services until such time as these duties and services are performed or provided by some other persons.
 - c) During the term of this Agreement, and at such times as they may mutually agree, the Commissioner and the Minister shall identify, discuss and, where it is mutually agreed to be feasible, the Province shall use its best efforts to implement alternative means by which the Provincial Police Service would cease to perform or provide the duties and services referred to in paragraph (a).

2.4 The Minister, in consultation with the Commanding Officer, may require the Provincial Police Service from time to time to provide assistance or special expertise temporarily to other police agencies in the Province.

ARTICLE 3.0 MANAGEMENT OF THE PROVINCIAL POLICE SERVICE

- 3.1 a) The internal management of the Provincial Police Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada
 - b) The minimum standard of policing by the Provincial Police Service shall meet the standard as determined by the Commissioner in consultation with the Minister.
 - c) The level of policing service by the Provincial Police Service shall meet the level as determined by the Minister in consultation with the Commissioner.
 - d) The level of policing service as determined by the Minister under paragraph (c) shall not be less than the minimum standard as determined by the Commissioner under paragraph (b).
- 3.2 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province.
- 3.3 The Minister shall set the objectives, priorities and goals of the Provincial Police Service.

ARTICLE 4.0 THE COMMANDING OFFICER AND THE OPERATION OF THE DIVISION

- 4.1 For the purposes of this Agreement, the Commanding Officer shall act under the direction of the Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force therein.
- 4.2 The Commanding Officer shall
 - a) implement the objectives, priorities and goals as determined by the Minister under subarticle 3.3, including, to the extent practicable, the deployment of the Provincial Police Service personnel and equipment to reflect provincial priorities;

- b) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the Provincial Police Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and, with respect to the financial reporting required by paragraph 15.1(f), on a monthly basis;
- c) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the Province's objectives, priorities and goals of policing within the Province during the previous Fiscal Year;
- d) in a reasonable and timely way, provide the Minister or the Attorney
 General with any information that comes into the possession of any
 Member employed in the Province and which affects the administration of
 justice in the Province; the information shall be provided in a manner and
 in a form to be agreed upon by the Commanding Officer and the Minister
 or Attorney General, and
- e) provide the Minister each month with the particulars of any new or outstanding complaints made against the Service by any member of the public to the Force; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister.
- 4.3 Before appointing a Commanding Officer or a Criminal Operations Officer for the Division, the Commissioner shall consult with the Minister.
- 4.4 The Commanding Officer or Criminal Operations Officer of the Division shall be replaced as soon as practicable after receipt by the Commissioner of a written request from the Minister which satisfies the Commissioner that sufficient cause exists that the officer concerned no longer commands the confidence of the Minister.

ARTICLE 5.0 <u>EXCLUSIONS AND INCLUSIONS</u>

5.1 Subject to subarticle 5.3, the Minister may, by giving notice in writing to the Solicitor General, include or exclude any geographic area, or function within a geographic area, from the responsibility of the Provincial Police Service, so long as any such inclusion or exclusion does not unreasonably affect the continued provision by Canada of the Provincial Police Service during the term of this Agreement.

- 5.2 a) Any inclusion pursuant to subarticle 5.1 shall not take effect unless agreed to by the Minister and the Solicitor General.
 - b) Any exclusion pursuant to subarticle 5.1 shall take effect as soon as practicable, but no later than 12 months after receipt of the notice provided for by subarticle 5.1.
- 5.3 Subject to the other terms and conditions of this Agreement, neither Canada nor the Province shall add to or delete from the duties or functions of the Provincial Police Service as they were on March 31, 1992 without prior consultation and agreement between the Solicitor General and the Minister.

ARTICLE 6.0 INCREASE OR REDUCTION IN THE PROVINCIAL POLICE SERVICE

6.1 Canada shall increase or reduce the number of Members and Support Staff as soon as practicable within one year from the receipt of a written request from the Minister unless, in the case of a reduction, the Solicitor General gives written reasons to the Minister stating that the requested reduction would lower the level of resources below the minimum standard referred to in paragraph 3.1(b).

ARTICLE 7.0 RESOURCE AND ORGANIZATION

- 7.1 a) Subject to paragraph (b), the number and location of Detachments and Units and any changes to the organizational structure of the Service, shall be arrived at by agreement between the Minister and the Commissioner.
 - b) Prior to approving the location of the divisional headquarters, the Solicitor General shall consult with the Minister and receive any recommendations that the Minister may wish to provide in respect of the location.
- 7.2 In each Fiscal Year, the Commanding Officer shall give to the Minister quarterly statements of the composition of the Provincial Police Service that show or include:
 - a) a current organization chart of the Division;
 - b) the location and function of all Members and Support Staff who are not casual employees; and

- c) the number of Members employed and the number of vacancies
- 7.3 For the purposes of human resource planning for the next Fiscal Year, the Commanding Officer shall consult with and obtain approval, or approval in principle, from the Minister on or prior to September 1 of each year, for the number of Members and Support Staff required to maintain the level of the Provincial Police Service as determined by the Minister pursuant to paragraph 3.1(c).
- 7.4 The Commanding Officer, upon receiving reasonable notice, shall provide the Minister with any additional information relating to human resource and organizational planning of the Service.
- 7.5 The Force shall use its best efforts to ensure that the percentage of recruits that are engaged from the Province attains the annual average of the following two percentages:
 - a) the percentage that the number of Members in the Division is of the number of Members in the Force; and
 - b) the percentage that the population of the Province is of the population of Canada.

ARTICLE 8.0 <u>EMERGENCIES</u>

8.1 For the purposes of this Agreement,

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

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

- Where, in the opinion of the Minister, an Emergency in an area of provincial responsibility exists or is likely to exist in the Province:
 - a) the Provincial Police Service shall, at the written request of the Minister made to the Commanding Officer, be redeployed to such

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extent as is reasonably necessary to maintain law and order, keep the

peace and ensure the safety of persons, property or communities; and

- b) the Province shall pay all of the costs of the redeployment including Salary, transportation and maintenance as follows:
 - i) the Province shall pay to Canada such costs at the cost-sharing ratio set out in subarticle 10.2; and
 - ii) after 30 days the Province shall pay 100 per cent of such costs to Canada where the Emergency arises as a result of a municipal police strike or dispute, or the disbandment of a police force for an area which is not normally policed by the Force.
- 8.3 a) In the circumstances described in paragraph 8.2(a) the Minister may, in writing, request the Commissioner to temporarily increase the strength of the Provincial Police Service.
 - b) If the Commissioner agrees to effect such a temporary increase in strength, the Province shall pay to Canada 100 per cent of all of the costs of the increase including Salary, transportation and maintenance.
 - c) Without limiting the discretion of the Commissioner under paragraph (b), no such temporary increase in the size of the Provincial Police Service shall be made if the Commissioner, having regard to the other responsibilities and duties of the Force, is of the opinion that such increase should not take place.
- Where, 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 with the approval of the Solicitor General, temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (including any necessary equipment) to deal with such Emergency;
 - b) during the period of any withdrawal the Province shall not bear the Salary and incremental costs of the Members and equipment withdrawn from the Provincial Police Service.
- Where, in the opinion of the Commissioner, there is a need to use part of the Provincial Police Service with respect to an Emergency in an area of

- a) the Commissioner, in consultation with the Minister, may temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (including any necessary equipment) to perform any duties or functions with respect to such Emergency;
- b) where the Emergency exists inside the Province, Canada shall pay all costs of the withdrawal and redeployment including Salary, transportation and maintenance as follows:
 - i) Canada shall pay all such costs for the first 30 days at the costsharing ratio set out in subarticle 10.2;
 - ii) after 30 days, Canada shall pay 100 per cent of all such costs; and
- c) where the Emergency exists outside the Province, the Province shall not bear the Salary and incremental costs of the Members and equipment withdrawn
- 8.6 Withdrawal or redeployment of Members from the Provincial Police Service in accordance with this Article shall not extend for a period of more than 30 consecutive days without further consultation between the Solicitor General and the Minister.

ARTICLE 9.0 <u>MUNICIPALITIES</u>

- 9.1 In this Article, "Municipal Policing Agreement" means an Agreement dated as of April 1, 1992 between Canada and certain Municipalities in the Province for the provision by Canada of Municipal Police Services.
- 9.2 Subject to any other Agreement between the parties, the Provincial Police Service shall not be required to perform any municipal policing services in any Municipality having a population of 5,000 or more.
- 9.3 a) Where on March 31, 1992, with respect to any Municipality, there was any agreement between Canada and the Municipality for the provision by the Force of a Municipal Police Service, that agreement shall be replaced with a new Agreement dated as of April 1, 1992.
 - b) Where on March 31, 1992 the Force provided provincial policing services in any Municipality with a population of 5,000 or more, the Municipality shall, if it wishes to continue to receive policing services

from the Force, enter into a Municipal Policing Agreement.

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c) Where on March 31, 1992 the Force provided policing services in any

Municipality that, during the term of this Agreement, attains a population of 5,000 or more the Municipality shall, if it wishes to continue to receive policing services from the Force, enter into a Municipal Policing Agreement.

d) Where during the term of this Agreement, the Force provided policing services to any area that was not a Municipality but becomes a Municipality with a population of 5,000 or more, the Municipality shall, if it wishes to continue to receive policing services from the Force, enter into a Municipal Policing Agreement.

ARTICLE 10.0 BASIS OF PAYMENT

10.1 In this Article.

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

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

- 10.2 Subject to any other terms of this Agreement, in respect of each Fiscal Year the Province shall pay to Canada 70 per cent of the cost of the Provincial Police Service as determined in accordance with this Article.
- 10.3 The cost referred to in subarticle 10.2 shall include the following expenditures made by Canada in each Fiscal Year
 - a) the direct cost of the Provincial Police Service in the Province, including:
 - i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repair, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding
 Dictionary: and
 - ii) all costs of equipment purchases, except where such cost is \$100,000 or more per item and where the Minister has requested that such cost be amortized.

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- b) the indirect cost of the Provincial Police Service, including
 - i) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost to Canada of Pension contributions calculated as 13.3 per cent

of pensionable salaries in respect of Members and calculated as 7.4 per cent of pensionable salaries in respect of federal public service employees; thereafter the cost of the employer's contributions with respect to Members under the Royal Canadian Mounted Police Superannuation Act and the Supplementary Retirement Benefits Act shall be determined by the report referred to in subariicle 10.8 and with respect to federal public service employees the Pension contributions shall be determined annually by reference to the Actuarial Report of the Office of Superintendent of Financial Institutions:

- ii) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of the employer's contributions for unemployment insurance in respect of Members and federal public service employees;
- iii) for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years, the full cost to Canada of such employer's contributions for unemployment insurance;
- iv) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the Provincial Police Service;
- v) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension contributions and excluding recruit salaries and accommodation) by the total number of Members in the Force as of April 1 in each of those Fiscal Years and multiplying by the number of Members of the Provincial Police Service on April 1, 1992 and April 1, 1993 respectively;
- vi) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying \$3,500 by the average

- number of Members employed in the Provincial Police Service for the Fiscal Year.
- vii) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the Service who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;
- viii) the cost of accommodation for which the force does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year beginning April 1, 1992 by the rate of \$7.50 per square foot (\$80.73 per square meter); the rate for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years shall be \$10.00 per square foot (\$107.64 per square meter); such space shall not include the following:
 - A) separate living quarters;
 - B) any buildings or parts thereof occupied exclusively by the Force for any purpose other than the Provincial Police Service; and
 - C) those parts of the divisional headquarters administration buildings that are not occupied by the Provincial Police Service determined on a proportional basis relative to the total occupancy of the buildings;
- ix) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing \$100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner;
- x) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average

number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the Provincial Police Service for the Fiscal Year, and thereafter 100 per cent of those costs.

- c) the cost of the Provincial Police Service in the Province shall not include:
 - i) the cost of construction of any buildings;
 - ii) the cost of interdivisional transfers of personnel or equipment;
 - iii) costs of any civil action, compensation claim, ex gratia payment or claim for legal fees; and
 - iv) the cost of the Corps of commissionaires employed primary in the protection of federal buildings.
- 10.4 For purposes of determining costs pursuant to this Article, any Member who is on
 - a) sick leave or suspended for more than 30 consecutive days,
 - b) parental leave,
 - c) a training course not related to the Provincial Police Service, or
 - d) pension retirement leave,

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

- 10.5 There shall be deducted from the cost payable by the Province in respect of the Provincial Police Service:
 - a) any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by the Province as a direct cost;
 - b) the revenue received from leased accommodations and quarters deductions from Service employees;
 - c) any revenue received by Canada from a Municipality in respect of accommodations; and

- d) 70 per cent of any amount received by Canada from the sale, transfer out of the Service or other disposition of any equipment that cost less than \$100,000 and that was purchased for use in the Provincial Police Service.
- 10.6 In respect of the Provincial Police Service, the Province shall pay Canada 100 per cent of all of the following costs:
 - a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the Force except where such costs have been incurred in the obtaining of evidence;
 - b) witness fees, transportation, maintenance and escort costs for persons (except for Members 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 where the cost of the service is not paid by or on behalf of the person or their estate;
 - d) all incremental costs incurred when, at the request of the Province, the scope and duration of a search and rescue operation is extended beyond that which the Commanding Officer considers to be appropriate in the circumstances and the Commanding Officer has so advised the Minister.
- 10.7 a) In the event that any Member employed in the Provincial Police Service receives, by virtue of provincial legislation, the benefit of any statutory defence 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 10.3(c)(iii), Canada shall indemnify and hold harmless the Province with respect to any such claims or actions; Canada shall assume the conduct and carriage of any proceeding relating to such claim.
 - b) The Province shall promptly notify Canada of any claim or action referred to in paragraph (a).
 - c) If the Province should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the Province.

- 10.8 In this subarticle "Accounts" means each of the accounts established under the Royal Canadian Mounted Police Act and under the Supplementary Retirement Benefits Act.
 - a) There shall be a pension panel (the "panel") consisting of three members; Canada shall appoint one member; the Provinces and Territories with whom Canada has agreements for a provincial police service shall together appoint the second member, and the two members so appointed shall together appoint a third member who shall act as the chairperson
 - b) The panel shall review and report upon the rate of Pension contribution by Canada with respect to the Royal Canadian Mounted Police

 Superannuation Act and the Supplementary Retirement Benefits Act; the report shall be made every three or five years as determined by the panel and, for purposes of this Agreement, shall set the rate of such Pension contribution for the next three or five years as the case may be; the three or five year period as first determined by the panel shall endure for the remaining term of this Agreement.
 - c) The first report shall be made for the three or five year period commencing April 1, 1994; for that period the panel shall determine the rate by a prospective review.
 - d) If, at the beginning of such period, there has accrued a surplus in the Accounts since April 1, 1992, the panel shall take such surplus into consideration in setting the rates for the ensuing period.
 - e) For any subsequent periods the panel shall determine the rate by both a prospective and retrospective review of the relevant information.
 - f) In preparing any of its reports, the panel shall use the following practices and principles:
 - i) when conducting a retrospective review, the panel shall establish its processes in accordance with generally accepted accounting and actuarial principles;
 - ii) when conducting a prospective review the panel shall use the assumptions and the data base of the relevant Report of the Office of the Superintendent of Financial Institutions;

- iii) for all purposes of its deliberations the panel shall assume that Canada's contributions shall be made in accordance with the report of the panel;
- iv) if during the first two years of this Agreement any surplus accrues in the accounts it shall be shared proportionately by Canada and the Province in accordance with the share that each has paid for Pension contribution in respect of Members;
- v) if during the first two years of this Agreement any deficit accrues in the Accounts it shall be borne solely by Canada;
- vi) if after the first two years of this Agreement any surplus or deficit accrues in the Accounts, such surplus or deficit shall be shared by Canada and the Province in accordance with the share each has paid for Pension contributions in respect of Members;
- vii) after the first two years of this Agreement, any surpluses or deficits in the Accounts shall be amortized by the panel's calculations using generally accepted accounting and amortization principles; the appropriate amortization period (which may extend beyond the term of this Agreement) shall be determined by the panel;
- viii) unless the parties otherwise agree, upon the termination of this Agreement the panel shall make binding recommendations with respect to the settling of the Accounts between the parties;
- ix) for the purpose of making any determination affecting either the Province or Canada, the Accounts shall be treated as a single account.

ARTICLE 11.0 <u>EQUIPMENT</u>

- 11.1 a) Canada shall supply to the Provincial Police Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.
 - b) Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.

- Where any item of equipment that was purchased at any time by Canada at a cost of \$100,000 or more for the Provincial Police Service is lost, damaged, destroyed or removed from the Provincial Police Service, the accountability for that item shall be dealt with in accordance with the following provisions:
 - a) where the Province paid for the item in full at the applicable cost sharing ratio in the year of acquisition, the Province shall be credited 70 per cent of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;
 - b) where the Province has not yet paid its full share of the purchase cost of the item, the Province shall be credited 70 per cent of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Province had paid up to the time of loss, damage, destruction or removal; and
 - c) if any item of equipment is subject to amortization in accordance with subparagraph 103(b)(ix), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0 TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

- 12.1 In the event of the expiry or termination of this Agreement,
 - a) the ownership of any item of equipment that was purchased by Canada for the Provincial Police Service shall, at the option of the Province,
 - i) be transferred to the Province upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for that item of equipment; or
 - ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;
 - b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the Provincial Police Service, upon

such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in paragraph 10.2;

- c) where any item of equipment that
 - i) cost \$100,000 or more,
 - ii) was purchased by Canada at any time for the Provincial Police Service, and
 - iii) was sold by Canada or transferred from the Provincial Police Service.

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

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

ARTICLE 13.0 JAILS AND LOCK-UPS

13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Province against the Criminal Code or the laws of the Province but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the Force. The number and size of police lock-ups presently maintained by the Force will not be reduced without the prior approval of the Minister.

ARTICLE 14.0 <u>METHOD OF PAYMENT</u>

14.1 a) Subject to paragraph (c), all amounts payable by the Province shall be due 60 days from the date of an invoice from Canada; payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, 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 shall invoice for payment quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated cost of the Provincial Police Service for that Fiscal Year.
- c) Any deficiency or over-payment by the Province in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.

ARTICLE 15.0 FINANCIAL PLANNING

- 15.1 a) The Commanding Officer shall consult with the Minister on or before September 1 each year to establish the estimated cost of the Provincial Police Service in the upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the Provincial Police Service and forecasted needs for major repairs and replacement of items of equipment which originally cost \$100,000 or more per item. The Commanding Officer shall receive advice from the Minister on:
 - i) the number of Members and Support Staff required for the Provincial Police Service in the Province,
 - ii) any budgetary limits for the Provincial Police Service being placed upon the Force by the Province,
 - iii) approval and the basis of payment for any item of equipment costing \$100,000 or more per item.
 - b) The Commanding Officer shall communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for the next Fiscal Year, including:
 - all direct and indirect costs for the requested increases or decreases to the Provincial Police Service, recognizing any budgetary limits for the Provincial Police Service imposed by the Province,
 - ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the

last twelve month period, and

- iii) a best estimate that reflects the most probable adjustments to salaries.
- c) The Commissioner shall communicate the provisional estimate for the next Fiscal Year to the Commanding Officer, who shall:
 - ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the Provincial Police Service, and
 - ii) provide the provisional estimate to the Minister together with all explanations and seek agreement prior to December 31 of each Fiscal Year.
- d) The Commanding Officer shall, prior to February 1 of each year, prepare a direct cost budget for the Provincial Police Service for the next Fiscal Year and provide that direct cost budget to the Commissioner.
- e) The Commissioner shall provide to the Commanding Officer an estimate of the direct and indirect costs for the next Fiscal Year.
- f) The Commanding Officer shall:
 - i) prior to March 1 in each Fiscal Year, provide the Minister with the estimate of direct and indirect costs, in a mutually agreeable format, for the next Fiscal Year, together with reasonable explanation and shall seek agreement on these costs with the Minister,
 - ii) in each Fiscal Year, commencing in July and monthly thereafter, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of future significant expenditures that are occurring or likely to occur,
 - iii) seek agreement from the Minister for any increase or decrease in the direct cost budget during the Fiscal Year;
 - iv) advise the Minister of any increase or decrease in the indirect cost budget during the Fiscal Year;

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v) seek agreement from the Minister for any changes in the formal

- estimate of these costs by forecasted increases or decreases in the direct cost budget during the Fiscal Year;
- vi) in July of each year, provide the Minister with a detailed accounting of all expenditures for the Provincial Police Service for the previous Fiscal Year, together with all explanations of variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures;
- vii) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased for \$100,000 or more, including its condition and any forecasted requirements for major repairs or replacement of such items; and
- viii) for each Fiscal Year and as and when changes are made, provide the Minister with interpretive material, such as a copy of the <u>RCMP Expenditure Coding Dictionary</u> used by the Force as part of their accounting practices.
- g) If agreement cannot be reached between the Commanding Officer and the Minister with regard to the cost of the Provincial Police Service for the Fiscal Year, the Commissioner shall review the matter. If agreement still cannot be reached, the matter shall be referred to the Solicitor General for resolution in accordance with the dispute provisions of this Agreement.
- h) The Commissioner, upon receiving reasonable notice, shall provide the Minister with any additional information reasonably relating to the financial implications of the Provincial Police Service, including the results of any internal audit of the Service conducted by the Force.
- 15.2 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the Province for use by the Provincial Police Service; the Service shall not be obliged to use such accommodation unless it conforms to the Force's operational requirements and building standards in its design, space, construction and maintenance; the rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10.3(b)(viii).

ARTICLE 16.0 <u>DISPUTES</u>

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

ARTICLE 17.0 NOTICE

- 17.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:
 - a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and
 - b) to the Province, by registered mail addressed to the Minister, by official title, at the Legislature Building, Edmonton, Alberta.

ARTICLE 18.0 REVIEW

- 18.1 The parties shall review costs incurred by Canada in the provision of the Provincial Police Service in accordance with this Article.
- 18.2 In no event shall the provisions of subarticle 10.2 be subject to further review.
- 18.3 Each review shall be concluded on or before April 1 in the years 1997, 2002 and 2007.
- 18.4 For each review each party shall:
 - a) notify the other party in writing of all matters to be reviewed, together with full written details thereof; and
 - b) deliver the notice and the details to the other party no earlier than 24 months and no later than 12 months in advance of the date on which the review is to be concluded, or as otherwise agreed between the parties.
- 18.5 No amendment to this Agreement arising out of any review under this Article shall take effect unless and until a mutual agreement in writing has been duly executed as provided by subarticle 21.1.

ARTICLE 19.0 <u>TERM OF AGREEMENT</u>

- 19.1 a) Notwithstanding the date on which this Agreement was executed and subject to paragraph (c), this Agreement shall come into force on April 1, 1992 and shall continue in force until March 31, 2012;
 - b) On or after March 31, 2010 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the parties.
 - c) This Agreement may be terminated on March 31 in any year by either party giving the other party notice of such termination 24 months prior to the date of the intended termination.

ARTICLE 20.0 ADVISORY COMMITTEE

- 20.1 a) There shall be an Advisory Committee that will be responsible for identifying and resolving any significant issues that may arise in the implementation and operation of this Agreement.
 - b) The Provinces and Territories with whom Canada has a provincial policing agreement shall each appoint one member of the Advisory Committee and Canada shall appoint two such members.
 - c) The committee shall meet as frequently as circumstances may require but in any event no less frequently than annually.
 - d) The chair and location for meetings of the committee shall be rotated as of April 1 of each year between the parties referred to in paragraph (b) on the basis of alphabetic order of the names of the parties or as otherwise agreed by the parties.
 - e) The Advisory Committee shall be kept informed of all proposed amendments to this Agreement by the Chair for the Fiscal Year in which the amendment is proposed.

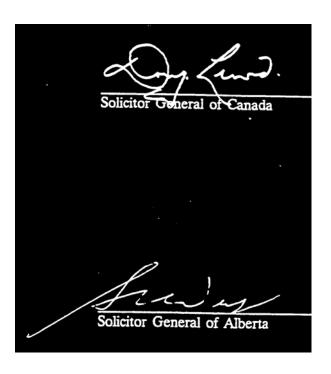
ARTICLE 21.0 <u>MISCELLANEOUS</u>

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

IN WITNESS WHEREOF the Honourable Doug Lewis, P.C., Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Dr. Stephen C. West, Solicitor General of Alberta, has hereunto set his hand on behalf of the Province.

SIGNED on behalf of Canada by the Honourable Doug Lewis, P.C., M.P. Solicitor General of Canada, in the presence of

SIGNED on behalf of the Province by the Dr. Stephen C. West Solicitor General of Alberta in the presence of



Approved pursuant to the Alberta Department of Federal and Intergovernmental Affairs Act,

Minister of Federal and Intergovernmental Affairs

ANNEX A

SCHEDULE OF PERSONNEL RESOURCES ASSIGNED TO THE PROVINCIAL POLICE SERVICE

ALBERTA

Effective	RCMP	Support	Total	Amending Document Refere	
Date	Members	Staff		For Canada	For the Province
April 1,1992	1,061	190	1251		