



City of Richmond

Report to Committee

To: Community Safety Committee
From: Phyllis L. Carlyle
 General Manager, Law & Community Safety
Re: Update on RCMP Contract Negotiations

Date: November 17, 2009

File:

Staff Recommendation

That the update regarding contract negotiations for the renewal of the RCMP contract be received for information.

Phyllis L. Carlyle
 General Manager, Law & Community Safety
 (604-276-4104)

Att. 1

FOR ORIGINATING DEPARTMENT USE ONLY		
CONCURRENCE OF GENERAL MANAGER		
REVIEWED BY TAG	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
REVIEWED BY CAO	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

Staff Report

Origin

In keeping with the Council Term Goal for Community Safety which is to,

“ensure Richmond remains a safe and desirable community to live, work and play in through an interdisciplinary approach to community safety and a term strategy that results in:

- *Continued staff involvement in the UBCM contract negotiation process, with periodic updates to Council to assess the effectiveness of the process,*
- *Preparation of appropriate policy papers on RCMP contract related issue”*

The purpose of this report is to provide an update on the UBCM contract negotiation process, as it moves into the second phase of the process.

Analysis

As the RCMP contract negotiations begin to move into the next phase of the negotiation process, it is timely to update Council on the activities that have occurred in the last few months, to report progress in areas related to RCMP contract issues and outline how the negotiation process will continue over the next year.

UBCM Convention

The RCMP contract negotiations were discussed at various forums during the UBCM Convention in September.

- Solicitor General Kash Heed spoke about contract negotiations, giving the indication that the Province was seeking to have the RCMP more accountable for its conduct to the people and the government of BC.
- Assistant Deputy Minister and Provincial Police Services Director Kevin Begg provided an update on the negotiations, advising municipal issues are generally convergent with provincial issues.
- The UBCM undertook a workshop on issues related to the RCMP contract. Local government input was collected on RCMP contract issues to assist in the continued advising on RCMP contract negotiations. A set of feedback forms and issue workbooks on affordability and accountability developed by the UBCM Local Government Working Group were used to collect the feedback. This information will be used by UBCM in discussions with the Province related to the RCMP contract.
- Policy Paper #1 – Police Services in British Columbia: Affordability and Accountability (Attachment 1) was endorsed. This paper was based in large part, on a series of policy papers (Attachment 2), developed by the UBCM Local Government Working Group. These papers identified specific issues for resolution and made recommendations for how they could be addressed through the contract negotiation process. The policy topics included:

PART 1
Policing Costs <ol style="list-style-type: none"> 1. Funding Formula 2. RCMP Pay 3. Special Events/Emergency Planning 4. Financial Planning and Reporting 5. Term of Contract – Length of Agreement
Accountability <ol style="list-style-type: none"> 6. Community Priorities 7. Support Staff 8. Performance Measures – Standards Policy 9. OIC Selection 10. Federal Policing (i.e. National Security, Border Patrol)
General Policy <ol style="list-style-type: none"> 11. Planning – Best Management Practices, Policy Guide 12. Public donations 13. Public Complaints – RCMP Services
PART 2
Policing Costs <ol style="list-style-type: none"> 1. Regional Integrated Teams 2. Accommodation 3. Equipment 4. Training Costs (Depot)
Accountability <ol style="list-style-type: none"> 5. Dispute Resolution Mechanism 6. Principal Police Contact
General Policy <ol style="list-style-type: none"> 7. Removal of a Member 8. Civil Forfeiture 9. Claims against the RCMP/Inquests and Inquiries (Citizens Complaints) 10. Institutional Knowledge

Areas related to the RCMP Contract Issues

- In September, provincial legislation was introduced to make it easier for the public to file complaints against municipal police. Provincial Police Services is including in the negotiations the need to harmonize the police complaints processes for municipal police forces and the RCMP.
- Affordability and accountability form the foundation of the contract negotiations discussions.

Timeline

The Provincial/Territorial Negotiating Team and the federal government together form the CAC (Contract Advisory Committee), which is responsible for overseeing the contract renewal process.

The federal/provincial contract negotiations are in two phases: the data gathering and research phase, and the negotiations of the actual contractual language. The CAC has now entered into the second phase of the negotiation process, which is the actual negotiation of the terms of the Provincial Police Unit Agreement (the Agreement). June 2010 is the target date for the completion of the Agreement to permit 18 months for the ratification process to occur within. The Municipal Police Unit Agreement (MPUA) would be drafted concurrently with the Agreement.

Over the next six months, a series of meetings are planned to discuss specific areas of the Agreement. Municipal issues will be the key focus for CAC meetings scheduled for January. At the request of Provincial Police Services, the UBCM Local Government Working Group is now working on a document which:

1. summarizes the provisions of the existing MPUA
2. identifies new provisions that may be proposed by the Province and the Local Governments
3. provides a supporting synopsis and explanation of issues.

The Working Group's policy papers will form the basis for the proposed provisions to the new MPUA.

Contract Management

Two critical aspects of the Agreement have been drafted. The preamble which sets out the legal authorities and reporting relationships, describes the mutual benefits of the contract policing arrangement and the commitments to implementation (contract principles upon which the new agreements will be based). They are:

1. A change in the relationship between the federal government and the Provinces/Territories from being "client-based" to "a real partnership".
2. An emphasis on cost containment in relation to the delivery of police service after 2012. The Provinces and Territories want to minimize any increases to the cost base in the new Agreements and have input into policy and legislation that impacts costs, with mechanisms in place to help control costs to have the best possible services for the dollars spent on policing.
3. An emphasis on operational and financial accountability, including better reporting to contract partners and the ability to conduct value for money analysis, as well as financial and operational audits.

As an example of how these principles are guiding the direction of the negotiations, a CMC (Contract Management Committee) is being contemplated for the continued management of the Agreement between Province and Federal Government. This role of this committee would be to identify and discuss issues in advance of decisions being made, including consultation on any cost related changes. A standing committee structure could be created to encourage greater involvement in decision making.

In addition to the Provincial/Federal CMC, once the MPUA's are ratified the UBCM Local Government Working Group structure is anticipated to be formalized into a Local Government Contract Advisory Committee. The mandate of the committee would be, in part, to advise

Provincial Police Services on issues related to the MPUA. The composition of the committee will form the subject of future discussions.

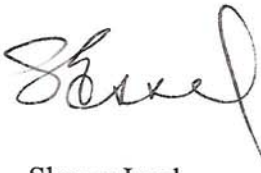
A companion document to the Agreement will be created which will describe each clause in detail. A similar document was created for the existing Provincial/Federal agreement, however a municipal version will also be created for the MPUA. This did not occur for the last agreement and is considered by the UBCM Working Group to be of great benefit.

Financial Impact

There is no financial impact associated with this report.

Conclusion

RCMP contract negotiations have now transitioned into the second phase of the negotiation process. The UBCM Local Government Working Group, at the request of Provincial Police Services, is now providing input on changes to the clauses of the existing MPUA which, will then form the new draft MPUA. Staff will continue to report and seek input from Council on the RCMP contract negotiations.



Shawn Issel
Manager, Community Safety Policy and Programs
(604-276-4184)

SI:si

TO: UBCM Members
FROM: UBCM Executive
DATE: October 1, 2009
RE: **POLICE SERVICES IN BRITISH
COLUMBIA: AFFORDABILITY AND
ACCOUNTABILITY**

POLICY PAPER

1

2009 CONVENTION

1. DECISION REQUEST

To consider recommendations that UBCM might forward to the federal and provincial government regarding the RCMP contract negotiations.

2. INTRODUCTION

The discussion paper overall looks at two key issues of concern to local government regarding policing namely the affordability and accountability of the service provided.

The paper is divided into four parts. The first part of the paper provides a historical overview of how policing costs have been paid for in the past and how they are paid for today. In addition, it looks at what the police costs are today and some of the emerging trends that local governments will be faced with in the future.

The second part of the paper looks at the results of a UBCM survey sent out to local government that looked at the affordability and accountability of police services. In addition, the paper examines a number of issues related to the RCMP contract such as the renewal of the agreement, time frame for renewing the agreement and cost sharing of regional/integrated police units. It also highlights comments provided by local government on the issues and the various actions that might be taken to improve the current arrangements.

The third part of the paper looks directly at the RCMP contract and identifies a list of issues that need to be addressed in future contract negotiations between the federal and provincial government. Each issue is examined and specific changes suggested to the existing agreement.

Finally, the document looks at some basic principles from a local government perspective that might be considered to frame the development of a future partnership on police services and outlines some general recommendations.

3. BACKGROUND

The province has the constitutional responsibility for the administration of justice in British Columbia. Under the Police Act it has the legislative mandate to ensure adequate and effective policing in the province. The province is also responsible for the enactment and enforcement of provincial laws, a responsibility which imposes certain duties on police services. Provincially contracted (RCMP) and municipal police must enforce all laws.

The Police Act requires that all local governments over 5,000 population provide police services. Local governments have the option of establishing their own municipal police force or entering into an agreement with the province for police services to be provided by the RCMP.

The federal government is responsible for the policing of federal laws and works closely with the provinces and municipalities to ensure that federal laws/criminal code are enforced. The federal government funds 10% to 30% of the costs to the province and municipal government for policing services provided by the RCMP. The RCMP Act mandates the RCMP to enforce federal statutes, provide criminal intelligence and support services, and deliver cost-shared policing services.

The federal support for policing in the province is based on two elements:

1. The performance of federal enforcement and investigative duties by the RCMP within the agreements;
2. The “intangible benefits” that flow to the national police force through involvement in these policing services.

Internal analysis undertaken for the federal government in the 1990’s suggested that enforcement of federal laws carries a benefit of about 10% and the “intangible benefits” from the creation of national police force carries a benefit of about 15% for a total benefit of around 25%.

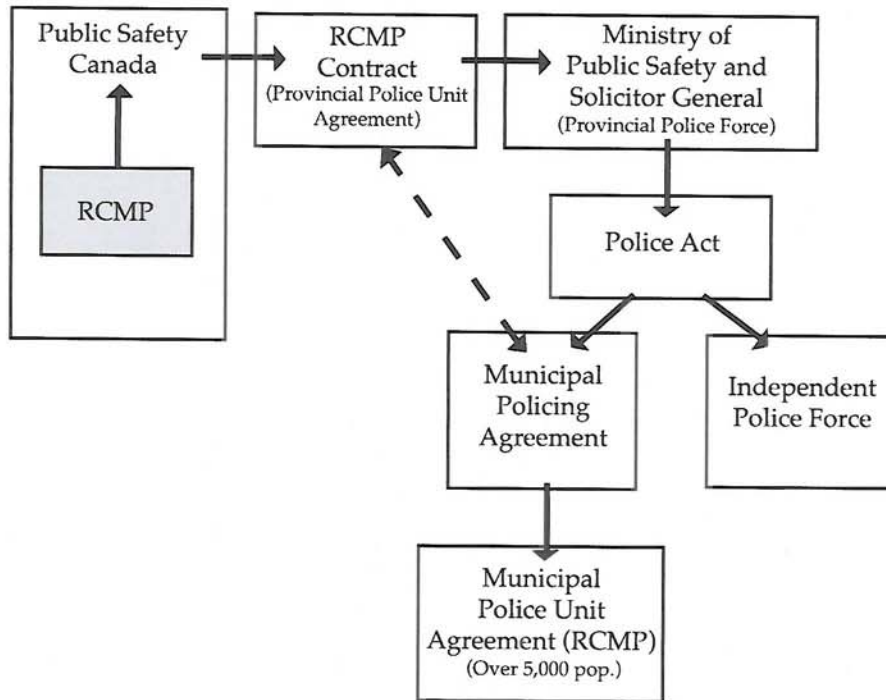
There are three RCMP policing agreements in BC:

- Federal/Provincial agreement entitled – Provincial Police Services Agreement;
- Federal/Provincial master municipal agreement entitled – Municipal Policing Agreement;
- Individual Provincial/Municipal agreement entitled – Municipal Police Unit Agreement.

A total of 58 municipalities have signed Municipal Police Unit Agreements (MPUA) - 28 municipalities between 5,000 and 15,000 population and 30 municipalities over 15,000 population.

The following diagram outlines the general framework used in negotiating the agreement for RCMP services from the federal government.

Federal/Provincial RCMP Contract



Local Government Role: Federal-Provincial RCMP Contract Negotiations

The federal and provincial government view the discussions regarding the provision of services for policing in the context of their authority laid out in the Canadian constitution.

Prior to the 1992 RCMP contract UBCM was consulted on an informal basis by the province about some of the provisions being considered in the federal-provincial discussions regarding the RCMP agreement.

UBCM was involved, as a member of the provincial negotiating team, in the 1992 contract negotiations and appointed a local government representative to the provincial negotiating team. UBCM was asked to participate in the current discussions around the renewal of the RCMP contract after 2012 and has appointed a local government representative to be a member of the provincial negotiating team.

Financial Cost of Policing Services in British Columbia

Municipalities with over 5,000 population are required to provide police services. Presently, 70 municipalities are required to provide police services – this does not include West Kelowna (recently created), Kent or Duncan, all of whom were identified as going over the 5,000 threshold in the 2006 Census.

There are two components to the policing cost issue. The first is how policing costs are divided (cost share) and the second is the make up of the costs (cost base).

Cost Share

Municipalities may choose to establish their own municipal forces or contract with the Royal Canadian Mounted Police (RCMP) or another municipality to provide police services. Currently, 12 municipalities are policed by independent municipal police forces and 58 municipalities were party to a contract for RCMP services (Victoria police force provides policing services for both Victoria and Esquimalt).

The remainder of BC is policed by the RCMP as a provincial police force that is cost-shared between the province and the federal government on a (70% provincial and 30% federal cost share).

Two models exist as the result of decisions made in 1953, when the province decided to shift from a provincial police force to contract for the delivery of RCMP services from the federal government. A number of local governments at that time opted to retain their own municipal police force rather than contract for policing services with the RCMP.

The 12 municipalities that are policed by an independent municipal police force pay 100% of the costs of policing.

The 58 municipalities who obtain policing services from the RCMP through an agreement between the federal and provincial government pay the following costs:

1. Those with a population in excess of 15,000 pay to Canada 90% of the total expenditures, excluding overtime, made by Canada to provide municipal police services in each separate municipality.
2. Those with a population between 5,000 and 15,000 (prior to the latest Census) pay to Canada 70% of the total expenditures, excluding overtime, made by Canada to provide municipal police services in all municipalities between 5,000 and 15,000 in BC.

The Province provides police services in the 86 municipalities of less than 5,000 population and in rural areas. Both small municipalities and rural areas pay a police tax levy, which contributes to the costs of the police services provided, but is not intended to cover the full costs of the service. It is estimated that the provincial costs of providing policing in small communities and rural areas is approximately \$64 million dollars. The amount of funding provided by the police tax was \$32 million in 2007.

The unincorporated areas of the province also receive a tax credit from the provincial rural tax of \$0.10 per \$1000 (all assessment classes) to offset the rural police tax – this is intended to recognize the fact that under the rural property tax rural residents already contribute to the cost of policing rural areas.

In addition, rural areas and small municipalities receive an offset for traffic fine revenue that is subtracted from the police tax allocated to the area. The traffic fine revenues are allocated on the basis of policing costs in each electoral area and small municipality.

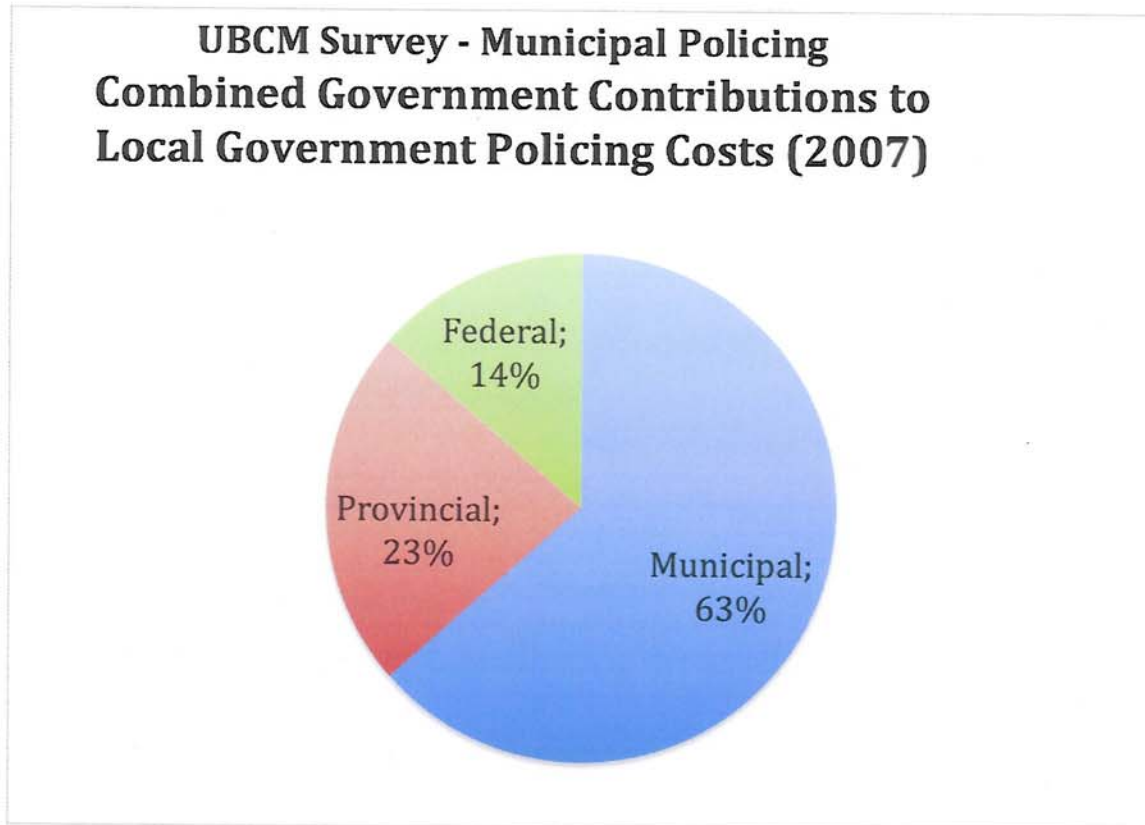
The following table outlines how the costs are divided among the three levels of government:

**GOVERNMENT CONTRIBUTIONS TO LOCAL GOVERNMENT POLICING
(2007 calendar year)**

	NUMBER of MUNICIPALITIES	POLICE	POPULATION	POLICE COSTS
Own Force	12	2,262	1,247,344	\$347,745,929
Over 15,000 RCMP	28	2,696	2,109,601	\$369,652,430
5,000-15,000 RCMP	30	433	303,982	\$ 47,208,611
TOTAL MUNICIPALITIES	70	5,272	3,576,874	\$764,606,970
<hr/>				
		POLICE	POPULATION	POLICE COSTS
<hr/>				
PROVINCIAL RCMP (cost shared 70% - 30% with federal government)				
86 Munis Under 5000 population			174,388	\$276,252,542
Unincorporated Areas			541,888	
TOTAL PROVINCIAL	-	2,047	716,276	\$276,252,542
<hr/>				
		POLICE	POPULATION	POLICE COSTS
<hr/>				
FEDERAL				
Over 15,000 RCMP (10% costs)				\$31,179,738
5,000-15,000 RCMP (30% costs)				\$14,746,883
Provincial (30% costs)				\$118, 393,947
TOTAL FEDERAL	-			\$164,320,568
<hr/>				
TOTAL - ALL BC	-	7,816	4,380,256	\$1,205,180,080

(Note: 2006 Census: Squamish, Colwood and Pitt Meadows were identified as going over the 15,000 population threshold; Kent and Duncan were identified as going over the 5,000 population threshold, West Kelowna was established with a population over the 5,000 population threshold; Mackenzie and Spallumcheen were identified as falling below the 5,000 population threshold)

The following pie chart outlines the contribution made by each level of government to police costs on a percentage basis:



The federal and provincial government provide funding for a broad range of police services (see Appendix E for specific details - note the costs outlined by the province are based on the fiscal year and do not include all the costs that are borne 100% by local government, such as accommodation, support staff, office supplies etc.).

The federal and provincial government spend approximately \$14.5 for First Nation police services. This is cost shared at 48% provincial and 52% federal support.

The federal and provincial government have set up a number of specialized police teams, (independently and jointly) to address the growing complexity of criminal investigations – cyber crime, international, drugs, gangs etc. In many cases the costs of these teams are shared, but it is not clear how the level of funding is determined.

The federal and provincial government have established 23 specialized police units to deal with crime. Local governments in the Lower Mainland are directly involved in five of the specialized units and have been requested to pay \$12.5 million toward the operation of these integrated units. A number of specialized units are in the process of being set up in RCMP regional offices (i.e. for murder investigations, gangs and drugs, etc.).

Both the federal and provincial government pay for the cost of provincial integrated teams (provincial contribution is \$63 million and federal contribution is \$29 million) and DNA testing (\$910,000 provincial contribution and \$390,000 federal contribution).

The province paid \$45 million in infrastructure costs to create a new communication system for police services in British Columbia (PRIME).

The province is currently providing \$59 million in traffic fine revenue grants to local government. The traffic revenue grants are intended to be used for policing and crime prevention measures in the community. The provincial government sees this as a contribution toward local government police costs.

Cost Base

The Treasury Board of Canada funds the RCMP and has the sole authority to approve the terms and conditions of costs related to employment within the Force, including matters of compensation.

In the early 1990's, the salaries for all federal employees, including the RCMP were frozen. After the freeze was lifted, a new approach was adopted and a Pay Council of staff representatives and management under a neutral chair was formed to develop a methodology for comparison with the larger police forces in Canada. The Pay Council was also intended to provide a forum within which the needs of both management and members could be aired.

The total compensation methodology currently used for regular members up to the Superintendent level was created by evaluating each component of compensation within eight major municipal Canadian police forces including the Vancouver Police Department, Ontario Provincial Police and Sûreté du Québec (Quebec Provincial Police). The RCMP's compensation package is based on the average of the top three national police forces.

While the Pay Council makes a recommendation to the RCMP Commissioner for changes to the compensation package, the sole authority rests with the Treasury Board, and they may or may not accept the RCMP Commissioner's recommendation. The final decision by Treasury Board then applies to pay packages for all RCMP regular members across the country.

Costs

Direct Costs: Total direct costs for the seven year period of 2002 – 2009 indicate a growth rate of 2.73% a year. Direct costs include the following:

- Wages and allowances
- Overtime
- Operating and Maintenance Expenditures
- Capital (excluding real property)

Indirect Costs: Indirect costs include items such as pensions, employment insurance and training. The indirect costs associated with an average full-time RCMP member have increased in the past seven years at the following annualized rates:

Per RM Pensionable Cost	8.2%
Rate/per RM EI Contribution	-3.1%
Div Admin	5.7%
ERC/PCC per RM	4.9%

Annual Full Cost per RCMP Member (100% dollars): The annual average cost for a typical full-time RCMP Municipal member has increased from approximately \$110,000 in 2002 to \$138,000 in 2009, reflecting 3.3% annualized growth. These figures include pay plus operations and maintenance (O&M). When the federal government's share of costs is factored, actual costs to municipalities are less than the noted figures – note the federal government pays 10% for municipalities over 15,000 population and 30% for municipalities between 5,000 and 15,000 population.

Average Salary per RCMP Member (100% dollars): The average salary per full time employee has increased from \$66,159 (2002) to \$78,675 (2009). These figures indicate an overall increase of 18.92% or 2.51% annualized.

Cost for an Average Police Car: An average police car costs \$31,000 (Crown Victoria model) plus \$11,000 for fit-up, totaling \$42,000 – the cost of police vehicles for municipalities between 5,000 and 15,000 population are pooled.

O&M Cost Drivers: The O&M cost drivers that have increased more than 4% annually are:

Overtime	7.95%
Training	11.53%
Fuel	7.25%
Vehicle Fit-up	16.06%

Police Financing - Emerging Issues

The original intent of the RCMP contract was that a community would be entering into an agreement with the province that included a complete package of policing services. The agreement would provide some certainty as to the police costs that the local government would need to pay.

In the Pickton murder case to date the province has spent over \$89 million and the federal government has spent over \$38 million on investigating and gathering evidence to obtain a murder conviction. One of the realizations of this case appears to be a recognition on the part of the federal and provincial government that more specialized police resources are required to deal with police investigations and to view these specialized resources as extra services – murder investigations involving gangs, drugs or international links etc. It raises the question: Is this increased specialization of police officers required for

delivering local police services? and, if not, - Who should pay for the costs of training the specialized officers and the increased costs associated with this (i.e. salary, equipment and ongoing training etc.)?

Due to the increased complexity of crimes, there is a growing trend to assign additional costs to local government that are not identified in the RCMP contract. For example, local governments are being charged additional investigation fees where specialized policing services are needed, such as the District Major Crime Unit. Depending on the complexity of the case, these costs could be as high as \$1,000,000.

Local governments are also being charged for new technology that is needed to make policing more effective. For example, the cost of putting computers in police cars and the future maintenance of this technology is a cost that local governments are required to pay. This is only a small example of an increasing range of technological changes that might be introduced into policing in future years.

In addition, the province introduced a new communication system for policing services called PRIME. Local governments are now charged a monthly fee for the use of this system, which was initially intended to replace a system that the RCMP was using in the province. The cost of operating the system appears to be increasing rapidly. The fee is currently \$500 per officer per year and is scheduled to increase to \$1,000 per officer per year next year. The RCMP is also in the process of developing a new national communication system and it is not known at this time whether or not local government may be asked at some point in the future to cover some of the costs of this new system.

In general, the management of the RCMP contract continues to be a challenge and it raises a number of questions: Who is responsible for the management of the RCMP contract? Who is managing the RCMP contract? How is the RCMP contract being managed?

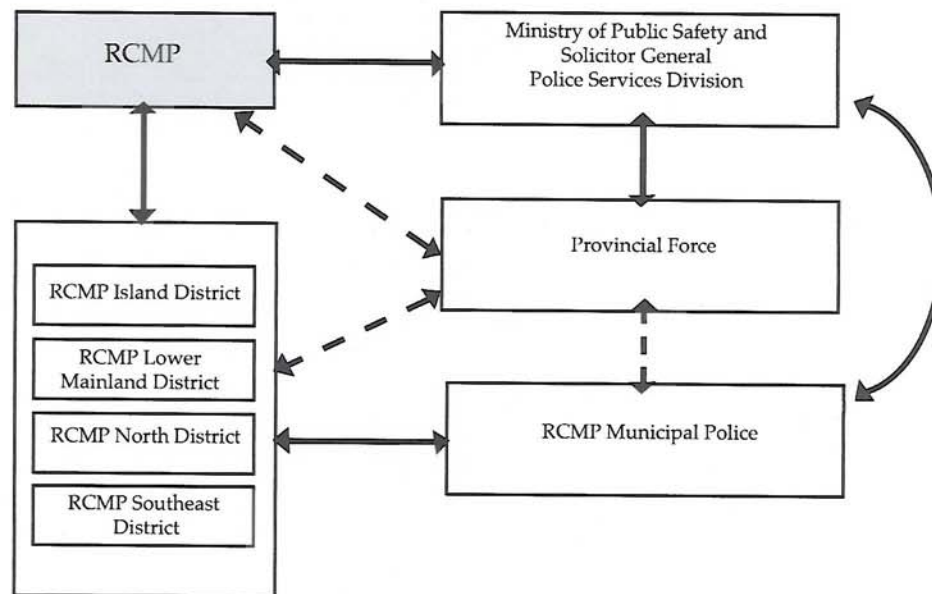
Under the current contract it would appear that the province is responsible for the management of the RCMP contract. However, the province does not have the resources and does not have the information to monitor the various contracts that are in place. The complexity of this issue is highlighted in communities where there is a joint detachment and a large First Nations band in the area. The costs are split among the municipal force, provincial force and a federal/provincial component. It becomes unclear whose resources are being used in this case and how the cost-share formula is allocated becomes uncertain. There is no clear indication as to who is responsible for ensuring that the costs are monitored and allocated appropriately.

In the past 5 to 10 years large municipalities, as a result of the increasing costs, have focused additional resources on the management of the contract. They have employed staff to monitor the contract and work directly with the RCMP. The need for this type of action was not contemplated during earlier RCMP contract negotiations. In other cases the municipality has had to rely on the provincial government to address contract/billing issues that arise. The province has responded on a complaints basis and has attempted to address the issue raised.

Delivery of Policing Services in British Columbia

The diagram below provides an overview of how police services are delivered by the RCMP and the province to local government.

Delivery of RCMP Services



The province, based on the legislative framework and RCMP contract, is responsible for the delivery of policing services and in consultation with the RCMP determines the level of service that will be provided in each area. There are a number of underlying factors in this decision. One is the minimum standard (# of resources) set by the RCMP Commissioner, which is intended to ensure that the safety of RCMP members is not compromised and adequate/effective police services is provided throughout the province. The second is the goals and objectives set by the province in the delivery of policing services.

There appears to be two growing trends that are challenging the traditional model of delivering police services. One trend is recent efforts by the RCMP/province to regionalize the delivery of police services to establish a more effective and efficient police service. The second trend is the increasing specialization of police services caused by the growing complexity of criminal activity and technology.

The RCMP in consultation with the province has established the following district based policing units:

RCMP Island District
RCMP Lower Mainland District
RCMP North District
RCMP Southeast District

In addition, the delivery of service in some areas has been re-organized to provide service on a regional basis, such as in the Elk Valley, Chilliwack area and Nelson area. This has meant combining a number of detachment offices that existed in smaller communities and delivering the service from a single community.

Specialized policing units have been created in the past few years to deal with a number of crime issues on a regional basis. These specialized units report directly to the RCMP and the province. Local governments in the Lower Mainland contribute \$12.5 million in funding toward these specialized policing units.

There is a perception amongst some local governments that they are subsidizing the delivery of police services at both the federal and provincial level. It is difficult to assess the extent to which this may be taking place, however, the size of the provincial RCMP force has seen limited growth over the 10 year period between 1998-2007 - growing from 695 to 784 police officers in provincial detachments. In the survey undertaken by the UBCM a number of local governments commented on the current situation. One local government outlined the issue from an urban perspective as follows:

Local governments are subsidizing the federal government's policing costs. The number of municipal police positions has increased significantly while positions responsible for federal policing has dropped. The municipal police officers are taking on more federal policing responsibilities in the areas of border security, drug investigations and cyber crime. Additionally, local governments pay 100% of the cost of detachment support staff and facilities.

A second local government with a joint police detachment that serves both the municipality and the surrounding areas (rural and small communities) described the situation in the following way:

While the rural (regional) areas of [the community] have grown significantly over the past twenty years the staffing levels of the Provincial Unit has not changed and often has vacancies. Inadequate member strength for the Provincial (rural/regional) areas has had a significant impact to enforcement to the city. The city has increased its member strength in an effort to address this issue. This is not only "not sustainable", but will have a staggering effect on the city when the detachment is at full strength and the city is subsequently billed accordingly.

Service Delivery - Emerging Issues

Regionalization and Specialization of Police Resources

The increasing complexity of criminal activities has resulted in an overlapping of jurisdictional and inter-jurisdictional investigations. The increasing gang and drug

activity at the provincial, national and international level has raised questions about how policing services should be delivered in the future.

In the past, ordinary criminal activity committed entirely within the boundaries of a municipality was determined to be the responsibility of the local community. Today a significant portion of major criminal activity appears to be carried out on an organized provincial, inter-provincial or international level. The reality is that local communities do not have the resources or the expertise to deal with this type of activity.

This is not a new issue, but as we move forward into the future it will become increasingly important. Under the present system the process it is not clear as to when and how a criminal investigation is shifted from a local responsibility to a provincial and/or federal responsibility. Local governments are currently left paying a portion of the costs of ongoing investigations that go well beyond their jurisdictional boundaries.

The increased complexity around the delivery of policing services raises a number of questions that need to be addressed - Who is responsible for investigating crimes which have regional, inter-provincial and international implications and the costs related to these investigations? When do the provincial and the federal government take responsibility for the criminal investigation and the costs associated with it? Who gets to make the decision that an investigation is no longer a local matter?

Brown Report

A Task Force on Governance and Cultural Change in the RCMP (Brown Task Force) prepared a report entitled "Rebuilding the Trust" which was submitted to the federal government on December 14, 2007. The Brown Task Force made a total of 49 recommendations for changes in the structure, accountability, independence and oversight of RCMP operations. The federal government created a Reform Implementation Council to guide and assist the RCMP reform process until March of 2009.

The report made four major recommendations:

- conversion of the RCMP to a separate entity from government and separate employer status;
- establishment of a Board of Management to independently oversee the RCMP's financial affairs, personnel, property, services, resources and procurement;
- creation of an independent Commission for complaints and oversight of the RCMP;
- implementation of a renewal Council to oversee the renewal process and provide public updates.

The Task Force made two key recommendations of particular interest to local government:

Recommendation 41 – Delegation of Decision Making with Respect to Contract Policing
The RCMP should examine and review its approval authorities to ensure that those closest to operational police activity have the requisite authority to make decisions in a timely manner.

Recommendation 42 – Contract Partner Participation

Headquarters should give greater weight to the views and priorities of contracting authorities and should involve them in a more meaningful way in decisions that have an impact on their jurisdictions.

The RCMP has established a Change Management Team to coordinate the many initiatives identified in the report.

Ontario Court Decision – RCMP Labour Relations

A recent decision by the Ontario Supreme Court has brought into question the future direction of labour relations between the federal government and police officers employed by the RCMP. Two underlying issues were raised. The first issue was whether or not RCMP officers have the ability to unionize if they choose to. The second issue was what the nature of the labour relations model should be between the federal government and police officers employed by the RCMP.

The court ruled that *Royal Canadian Mounted Police Regulations* (s. 96) was unconstitutional - of “no force and effect” - and gave the federal government 18 months to consider its options and provide a new statutory framework for collective bargaining before the decision came into effect.

The federal government has reviewed the decision and is appealing it to the Supreme Court of Canada.

4. UBCM SURVEY - POLICE SERVICES: COST AND ACCOUNTABILITY

UBCM sent out a survey to all local governments in June of 2008 (see Appendix A for details). The survey looked at three specific issues. The first issue was the cost of policing, including whether or not it was sustainable and what actions the different levels of government could take to contain policing costs.

The second issue was whether or not the police were accountable to local government in the delivery of the police services provided, including what specific measures could be implemented to improve the accountability of the delivery of policing services.

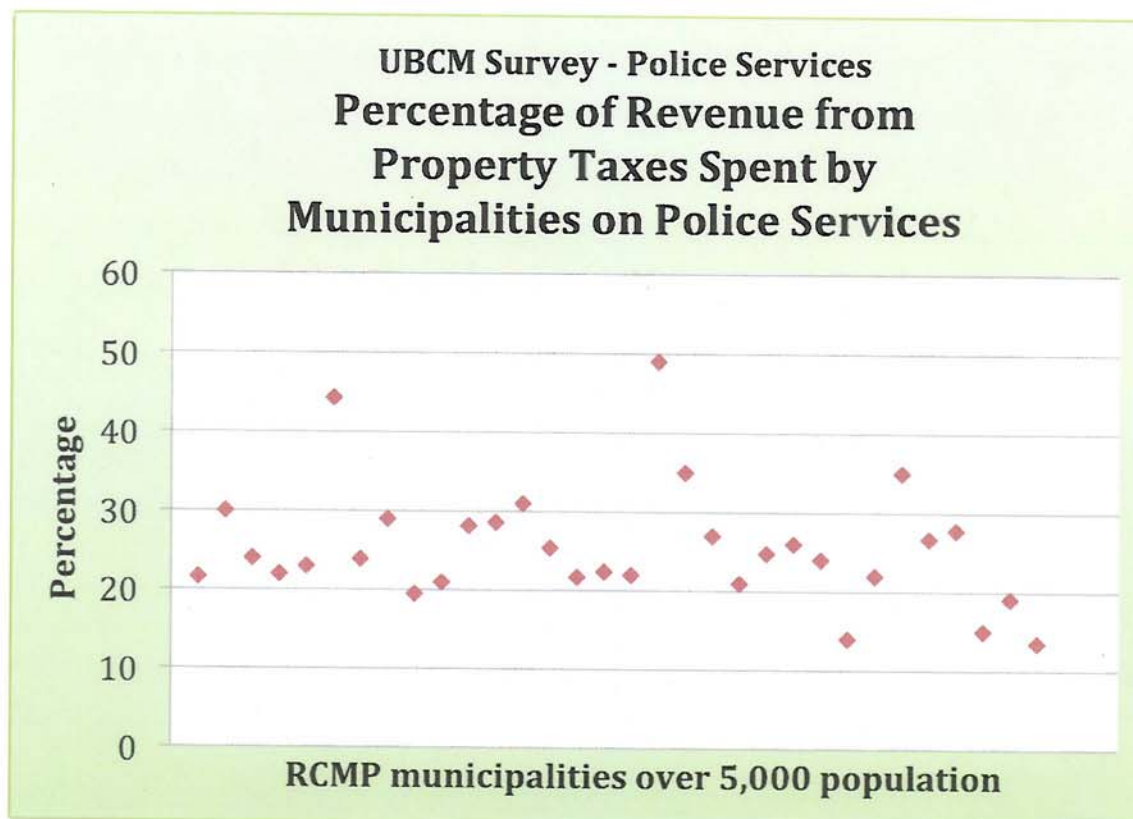
The third issue examined a number of concerns related to the RCMP agreement that will expire in 2012, such as whether or not the agreement should be renewed and if so, for how long, and whether or not the current cost-sharing formula was seen as fair.

Police Costs – Are they Sustainable?

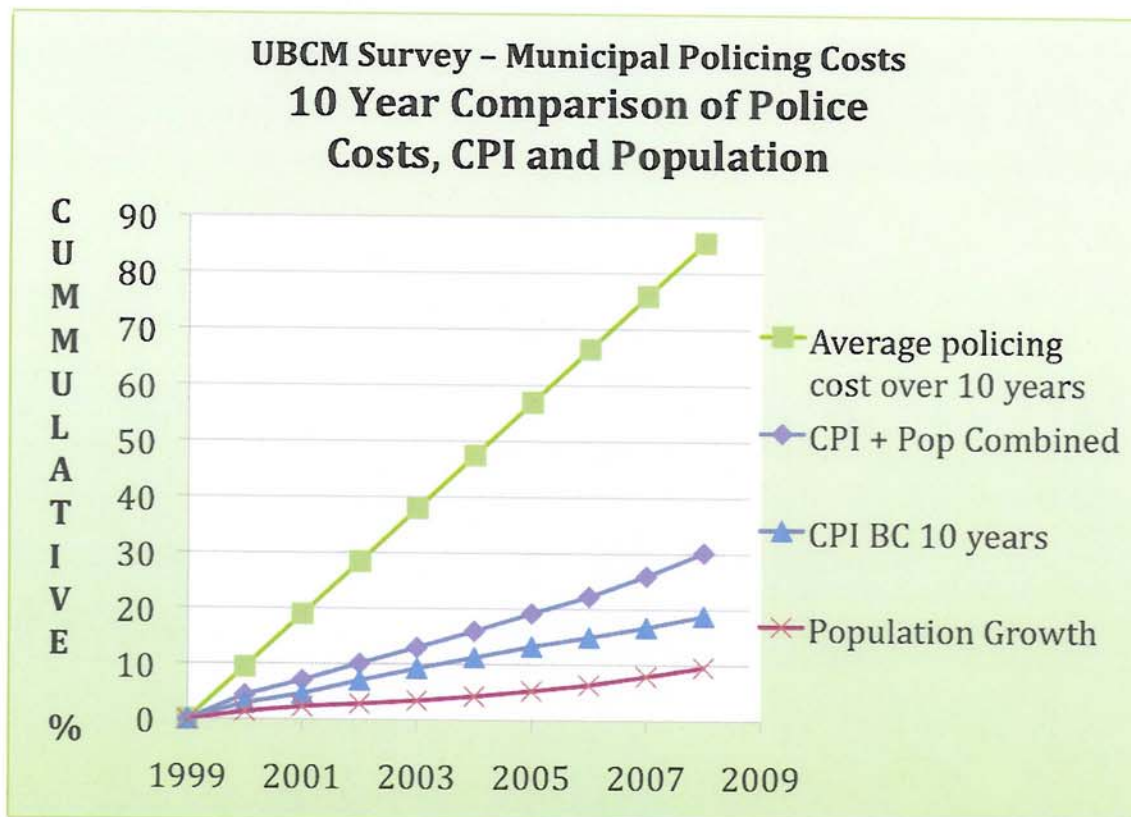
The first issue examined in the survey focused on policing costs and whether given the current trends, costs could be sustained. If policing costs were not affordable in the future what action might be taken to contain the costs?

A total of 70 local governments responded to the survey (see Appendix B for details). Approximately 69% of the local governments that operate directly under an RCMP agreement responded to the survey.

The UBCM survey requested that local government provide financial information on what it was spending on police costs in relation to a number of different indicators - % of revenue from property taxes, % of local government operating budget, % of local government expenditures – to determine if any clear patterns emerged. Of the three indicators only the data from the percentage of revenue from property taxes that was spent on police costs appeared to provide any meaningful information. The graph below indicates that local governments on average spent between 20 to 30 cents of every tax dollar collected from property taxes on police services.



Local government was also asked to provide information on whether or not the current trend in policing costs was sustainable. The following graph shows a comparison of the average cost of policing over the last ten years compared to the rate of inflation and the provincial population growth. The graph indicates that the costs of policing are increasing at a much faster rate than either the cost of living or the growth in population, which suggests that local governments will not be in a position to pay for these types of cost increases in the future.



In addition to the general information outlined above, a number of local governments provided some specific examples of how police costs in their community compared to increases in inflation, increases in population, and expenditures in other local government departments:

- *police costs have increased 46% over 5 years and 88% over 10 years while inflation increased 10% over 5 years and 21% over 10 years.*
- *police costs have increased 34% over 5 years and 93% over 10 years, while in the same period the population has increased 1% over 5 years and 4% over 10 years.*
- *police costs have increased 74% over 10 years, in comparison the fire department has only increased 51% and other police costs 29% over 10 years.*

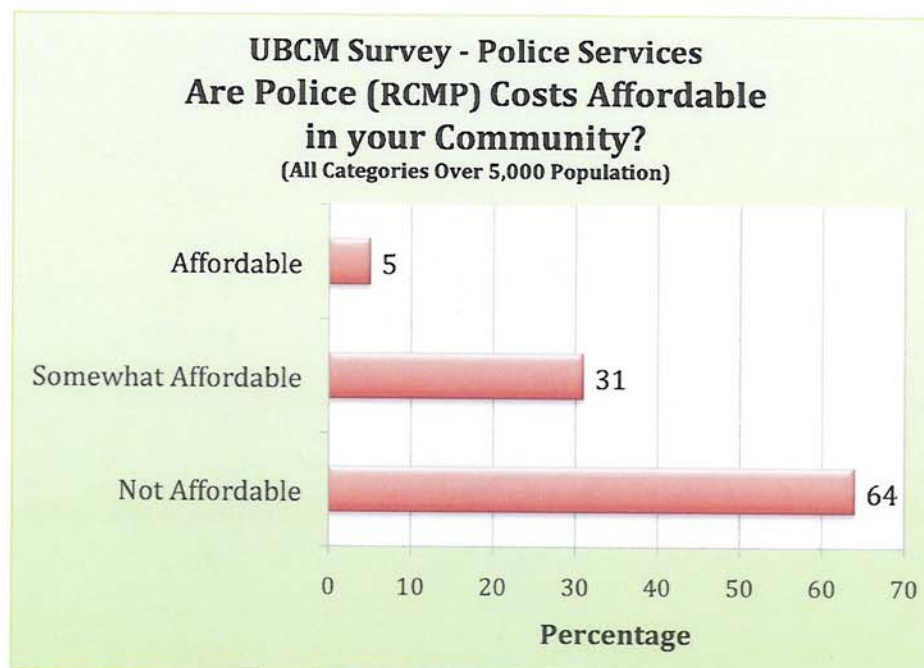
The majority of local governments faced with direct policing costs indicated that police costs based on the current trends were not affordable. They indicated that:

- *The trend is not sustainable. The police cost increases have been double the rate of increase in property taxes. The extent to which the police cost increase has exceeded the rate of increase in property taxes is a direct negative impact on the ability to fund other city functions.*
- *The increasing police expenses put pressure on other needed municipal services as there is limited overall tax tolerance.*
- *Police costs are not affordable especially if current trends are extrapolated over the next 5 years. The combined effect of population growth and inflation over the last 10 years would suggest that the police services budget should have increased by 55%. The police services budget increased by more than double that percentage.*

Local government suggested that the increasing cost of policing is having an impact on how it operates and outlined some of the actions it had taken to contain police costs:

- *the increase in the police services budget is at the expense of other goals and objectives of Council. Council sets an overall goal for tax increases each year, and where the policing services budget exceeds the goal, other programs must suffer to keep the overall impact in line.*
- *Becoming more difficult to afford overtime as the costs have a significant impact on the city budget and can mean other service areas are not able to be funded without large tax increases.*
- *Policing costs are becoming increasingly unaffordable . . . numbers would be higher, however the City has pushed the local detachment to consider civilianizing some members positions, the City has 10 unfunded member positions.*
- *Our municipality has offset increases in policing costs from dollars from new growth, reduction in service levels of other municipal services etc.*
- *Council has recently had to discontinue adding additional RCMP members to the municipal force as the tax impact would be too great.*

There were a range views, depending on the type of police services provided, as to whether or not police costs were affordable. Overall, 56% of the local governments indicated that policing costs were not affordable, 34% indicated that policing costs were somewhat affordable and 10% indicated the policing costs were affordable. Approximately 64% of the municipalities policed under a direct RCMP contract suggested that police costs were not affordable and 31% suggested that the costs were somewhat affordable. The graph below illustrates the survey results on the affordability of police services in RCMP communities.



Local governments identified a number of different measures that the federal and provincial government might implement to contain policing costs:

- *The senior levels of government need to have more responsibility and fiscal investment in policing in order to provide the incentive to better deal with the factors contributing to the extraordinary increase in policing costs.*
- *Social policy changes to help address issues related to mental illness/homelessness and addictions – these issues currently spill onto our street and it is the police who deal with it – police costs rise accordingly.*
- *Provincial policing costs are unclear. There are a myriad of provincial and regional teams functioning in the province, with varying levels of provincial, federal and municipal funding dependent upon the team. A clear understanding of each level of governments' responsibilities with respect to policing and whether they are meeting those responsibilities is needed.*

A number of measures were also identified that local government could take to help reduce policing costs:

- *We are doing what we can; volunteers, community policing and civilianization of policing by providing more clerical help to put police on the street rather than behind desks.*
- *Utilize other resources to target community issues (i.e. by-laws, youth services, hire security company for down-town issues).*
- *Increase bylaw enforcement (i.e. attendance at local venues and functions, monitor pawn shops, bicycle controls etc.).*
- *Establish a Community Safety Officer (similar to the Community Policing model).*
- *Support volunteer partnership with police (streamline police action to criminal investigation through neighbourhood watch programs, citizens on patrol and auxiliary police).*

As one local government pointed out the initiatives taken by local government “will not decrease or hold the line on costs associated with enforcement and policing issues. These costs will be borne by the local government.”

The survey suggested there maybe an underlying level of frustration amongst local governments over their ability to deal with police costs:

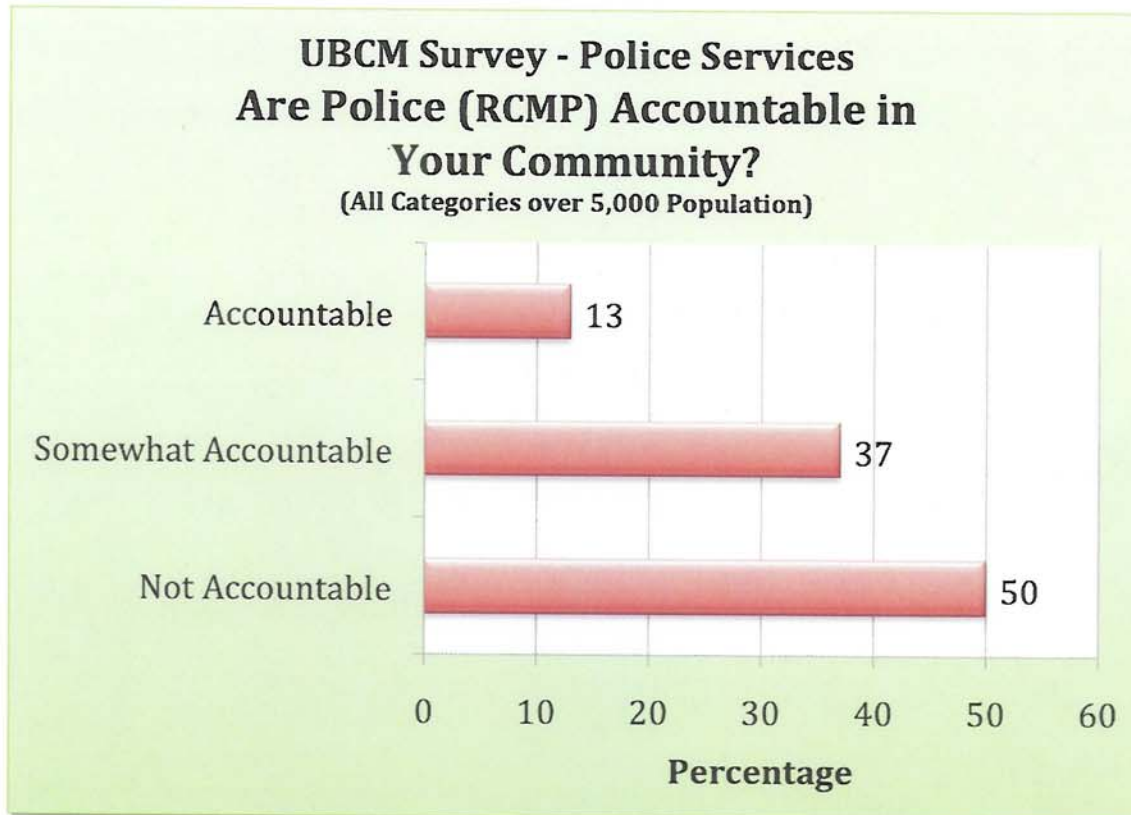
- *Currently, the only real variable the local government has is in the determination of the number of RCMP members. Without changing the ability of local government to have direct input over all local police related costs, there is little action that can be taken.*
- *It is frustrating because we are not in a position to do much, we are expected to pay whenever the RCMP tells us of impending cost increases, without having any real input into the process. Our costs keep increasing at double the rate of inflation, and our service levels do not seem to improve.*

Police Services: Accountability

The second issue reviewed focused on whether or not the police were accountable to local government in the delivery of the police services provided and what specific

measures might be implemented to improve local government accountability over the delivery of police services.

A large number of the local governments felt that the police were not fully accountable to local government for the services delivered. The graph below illustrates the results from the survey.



Local government suggested a high level of level of skepticism around the issue of accountability regarding the delivery of police services:

- *We pay the bulk of the local RCMP costs and accordingly the detachment does attempt to address local priorities. However, when there are discrepancies between local priorities and RCMP needs what E Division and Ottawa deem as priority supercedes local concerns.*
- *The police provide very little information on non-manpower budget items. RCMP is not willing to assist local government with local community problems – street parking, vandalism, security at public events.*
- *RCMP and agencies costs are continuously increased (even during mid-budget year) without consultation. There is a lack of transparency in budgeting and project planning (eg. side-arm replacement, pension costs, police vehicle replacement cycle, PRIME costs etc.).*

One local government described the general relationship between the local government and the local RCMP as follows:

The level of accountability is highly dependent upon the current relationship between the City (Mayor and Council, and the PPC) and the OIC. The OIC attends Community Safety Committee (Standing Committee of Council) for the purpose of informing them of activities, but not for consultation.

There are no performance standards in place by which to measure accountability.

Financial procedures are not rigorous enough to ensure accountability for the policing budget, for example an accurate accounting of how overtime is utilized.

Local governments with their own police force appeared to be evenly split between those that felt policing services were fully accountable and those that felt it was not accountable. As one local government representative described the situation: *Council has not much of a say – Police Board accountable for Budget, and is not answerable to Council.*

Limited accountability due to current Police Board Governance Structure:

- *Generally Police Board Goals & Objectives setting exercise is done in isolation of Council;*
- *Council is presented with Police Board Budget as a “fait accompli”.*

In the case of those local governments under 5,000 population, who do not have an RCMP detachment office in the community, the general view was that the police were not accountable to local government for the services delivered. The situation was described as follows:

The local detachment has no direct accountability to the local government under 5,000 (pop.). The existing reporting structure of the rural detachment is unclear. There is no regular feedback between the local government and the local detachment.

All of the municipalities indicated that formal measures to improve accountability would be of assistance. The following measures were highlighted on a number of occasions:

- *Standardize police reporting at the detachment level (more than just stats) including a standard for the frequency of such reports.*
- *Develop and formalize a graduated dispute mechanism that would allow local government to resolve issues with the detachment/district directly.*
- *Allow local government participation in the selection of the OIC and key positions at the detachment, and in the OIC’s annual performance appraisal.*
- *Valid input into the budget process – often the forecast does not include decisions made at the local level regarding member strength increases, vehicle replacements, computer hardware etc. The city is asked to essentially approve the forecast yet has little to no detail on what the numbers include.*
- *Move decision making to the detachment level where possible. Quite often, National standards are not reflective of regional and local needs. The local detachment should be focused on understanding and delivering on the local police services priorities.*

The following accountability measures were identified in the survey, according to their perceived importance in assisting local government in ensuring that policing services are more accountable to the community:

- 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
- Establishment of Provincial Committee on Policing
- Creation of a Local Police Services Committee

The need for these types of measures is best summarized in the following local government observation:

In the last thirty years, [our municipality] has had periods when the local RCMP detachment was very accommodating of the Council and community priorities, and open and accountable in dealing with the broader community. That is the current situation. On the other hand, there have been other times when the detachment communicated very little or not at all with the Council or the community. In the environment that exists today, which circumstance your community finds itself in depends on the philosophy and capacity of the officer in charge. It would be preferable if formalized processes solidified these requirements rather than leaving them to the discretion of the OIC.

RCMP Contract

The third issue examined in the survey was a number of issues related to the RCMP agreement which will expire in 2012, such as:

- renewal of the RCMP agreement – Should it be renewed?;
- time frame for renewing RCMP agreement;
- cost-sharing of integrated and/or regional policing teams;
- fairness of the current cost-sharing formula.

Over 85% of the local governments indicated a desire to renew the RCMP contract. The following observations were made:

- *The RCMP represents a cost effective model for police service in consideration of the current 10% contribution from senior governments and ability of local detachments to access assistance from larger organizations.*
- *There would be no benefit to trying to establish a provincial force. The existing federal and municipal models both work, but could function better. The goal should be to improve the existing models.*

There were different views on the length of the RCMP contract renewal. However, a majority felt that the contract should be renewed for 20 years for the following reasons:

- *20 years is supportable as long as an opportunity exists to amend every 5 years.*
- *As a proviso to the 20 year term there should be 5 year reviews of the agreement. There should be a Review Committee with municipal representation, and with appropriate mechanisms in place to solicit input from contracting municipalities.*
- *If the proper dispute resolution mechanisms are built in, with contractual flexibility to handle emergency issues, a longer term provides certainty for all parties. The renewal/negotiation process is arduous and expensive, and shorter than 20 years could result in instability.*

Over 70% of the local governments did not feel that local government should be required to pay for the cost of integrated and/or regional policing teams. The following reasons were outlined:

- *Integrated teams or regional teams that are dealing with federal/provincial related issues should be funded by the federal/provincial government.*
- *Costs for municipalities at 90/10 or even 70/30 share are too high. Federal and provincial government set most legislation regarding laws to be enforced. Should pay more toward enforcement than they currently do.*
- *The province should fund (through provincial taxation) costs associated with integrated and regional policing teams. While it is recognized that the majority of the costs associated with same are utilized by larger centres (i.e. Vancouver). It is also recognized that the cost of one incident in a smaller community would essentially place an undue financial hardship on the local government.*

It was suggested that an initiative in this area was one way that the province might help local government in containing police costs:

- *A key action by which the provincial government can make police services more affordable to local governments is for them to bear the expense of these integrated/regional teams. Again, other provinces routinely contribute to police costs for their municipalities.*

In looking at whether or not the current cost-sharing formula was fair the majority of local governments (approximately 75%) suggested that it was not fair. Local government provided the following points of view on the matter:

- *More and more of the issues facing the police are related to provincial issues such as gangs and social issues, and that should be reflected in the funding.*
- *Greater contribution from Federal Government is required. The Province needs to also provide a direct contribution to policing costs.*

Additional comments provided by local governments highlighted the reality of the situation that they feel they are faced with:

- *There is a significant amount of dissatisfaction with the formula simply due to the fact that the local government pays for 90% of the costs but has almost no say on the inputs driving those costs with the simple exception of the number of officers.*
- *The rationale for the current cost share formula has never been clearly defined. In addition, there is a greater degree of ambiguity around policing responsibilities across the three levels of government than in the past. For example, federal policing issues continue to grow, but the resources allocated to federal policing have dropped significantly.*
- *At the detachment level, there is no measurable accountability for police work that relates to local responsibilities versus provincial and federal responsibilities. Local governments just don't know how much time is spent on non-local police work.*

A number of comments were provided on the development of a partnership between the federal, provincial and local government in the delivery of police services. The comments reflected an underlying theme in the survey results – one of the most referenced issues in the survey – the need for the federal and provincial government to

recognize that they have a responsibility to provide police services and to provide direct funding for the police services required:

- *The roles, responsibilities, performance targets and most importantly the authority of each party should be clearly established.*
- *New cost allocation formula that more evenly distributes costs.*
- *If municipalities continue to pay the largest proportion of policing costs they must have input into service levels, priorities for enforcement, implementation of new initiatives.*

As one local government summarized the current situation:

Since the contract for municipal policing is with the Province not the federal government, it is the Province's responsibility to interact more closely with local government on policing issues and to actively represent municipal interests in negotiations with the federal government. This would also include advocating for changes to RCMP policy to acknowledge there are times when local government and provincial needs take precedence.

5. RCMP CONTRACT NEGOTIATIONS

The federal and provincial/territorial governments began discussions to identify the issues that needed to be addressed when renewing the RCMP agreement in 2007. UBCM held a meeting in March 2007 to discuss concerns that local governments may have about the current RCMP contract and identified a range of issues. It is anticipated that formal discussions on the renewal of the RCMP contract may begin in the fall of 2009.

Local Government Working Group

UBCM in 2008 appointed a local government representative to the Provincial Negotiating team discussing the renewal of the RCMP agreement and a local government working group to assist in this process (see Appendix C).

The Local Government Working Group in its initial review of changes required to the RCMP contract identified the following list of issues (see Appendix D for details):

Policing Costs

1. Funding Formula
2. RCMP Pay
3. Special Events/Emergency Planning
4. Financial Planning and Reporting
5. Accommodations
6. Equipment
7. Training Costs
8. Staffing - Vacancy Rates
9. Regional Integrated Teams

Accountability

10. Community Priorities
11. Support Staff
12. Performance Measures – Standards Policy
13. OIC Selection
14. Federal Policing (i.e. National Security, Border Patrol etc.)
15. Dispute Resolution Mechanism
16. Principal Police Contact
17. Term of Contract – Length of Agreement

There were some key policy issues raised, most of which have been raised previously with the UBCM, such as:

- Proceeds of Crime – sharing the benefits of financial assets obtained through criminal investigations that in many cases local governments have been involved in. This issue is also linked to the broader issue of the need for new revenue sources for local government to meet policing needs in the future;
- Keep of Prisoner – the fee paid by the province for prisoners kept in jails maintained by local government does not cover the costs;
- PRIME – the costs of the provincial communication system established to improve the delivery of policing is increasing significantly. Local governments have been notified that the cost for PRIME will increase from \$500 per officer to \$1,000 per officer next year.

6. PRINCIPLES

The federal and provincial/territorial governments are currently in the process of developing a set of principles on which to frame their future discussions with the federal government on the RCMP contract and the final outcome of the agreement. It would seem imperative that local government develop its own principle based approach so as to have a framework to assess future changes to the RCMP agreement.

Outlined below are some basic principles, based on UBCM general policy, which could be used for the development of a partnership between local government and the federal and provincial government to better address the financing and delivery of policing services provided by the RCMP:

- *Senior government policies and regulations that affect local government should respect the varying needs and conditions of different areas of the province.*
- *Governments at all levels should be committed to consultation and coordination of their actions to serve the public.*
- *Local government should be involved in the development and delivery of the programs of other levels of government which are designed to meet local needs.*
- *Governments should be committed to consultation and joint decision-making whenever they have responsibilities within the same area of jurisdiction.*
- *Programs that are exclusively determined by senior government should be financed by senior government from their revenue sources.*

- *Financial assistance should be provided to local governments when their policies over-ride local priorities or impose an additional financial burden on local government and that assistance should equate to the added cost burden.*
- *Conflicts on matters of public policy between local government and senior government should be settled by negotiation.*

7. CONCLUSION

UBCM undertook a survey of local government that looked at the following issues:

- cost of policing and whether or not current policing trends were sustainable;
- accountability of the police to local government in the delivery of police services at the community level;
- RCMP contract issues – renewal of the agreement, time frame for renewing the agreement, cost-sharing of regional/integrated police units, fairness of the current cost-sharing formula and the development of a partnership between the three levels of government.

The benefits derived from a national/provincial police force may be greater today given national security concerns and the Pickton incident, than have previously been recognized given federal and provincial responsibilities under the federal Criminal Code and the provincial Police Act.

The RCMP contract may no longer accurately reflect the model of police services being delivered today. The previous contract is based on a community policing model, but with the increased complexity of policing issues the federal and provincial government appear to be moving toward a regional/integrated policing model.

In the UBCM survey on police services 56% of the local governments indicated that police costs were not affordable. Local governments further indicated that increases in police costs were outstripping increases in inflation, population and expenditures in other local government departments and that current trends were not sustainable. Local governments indicated that police costs were already having an impact on its operations and the increasing costs were limiting the delivery of other services in the community.

There is an increasing need for the federal and provincial government to take more responsibility and provide an increased fiscal investment in police services.

The federal and provincial government need to address the root problems of crime and provide increased funding for mental health treatment, drug rehabilitation, homelessness, and crime prevention initiatives at the community level – these issues currently spill over into the street and it's the police who deal with them.

A majority of the local governments indicated that the police were not fully accountable to local government for the police services delivered. Local governments in general supported the introduction of formal measures to maintain and enhance police accountability:

- 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
- Establishment of Provincial Committee on Policing
- Creation of a Local Police Services Committee

Over 85% of the local governments that are covered under the current RCMP contract supported renewing the agreement. The majority of local governments supported renewing the agreement for a 20 year term provided there were provisions to review the agreement every 5 years and effective ways of addressing new issues or problems that may rise.

Over 70% of the local governments did not feel that local government should be required to pay for regional/integrated police units. The general view was that regional/integrated units were established by the federal and provincial government to address major crime issues and were responsible to them for the actions undertaken.

Local government comments regarding the development of a partnership between the three levels of government on policing focused on the need to clearly identify the roles and responsibilities of each level of government and the authority that each party had. There was an underlying sentiment that the police costs that each level of government paid needed to more accurately reflect the level of responsibility exercised over the delivery of the service.

8. RECOMMENDATIONS

That UBCM request that the federal and provincial government implement the following measures related to the financing and delivery of police services.

Principles

Principles for the development of a partnership between local government and the federal and provincial government to better address the financing and delivery of policing services provided by the RCMP:

- *Senior government policies and regulations that affect local government should respect the varying needs and conditions of different areas of the province.*
- *Governments at all levels should be committed to consultation and coordination of their actions to serve the public.*
- *Local government should be involved in the development and delivery of the programs of other levels of government which are designed to meet local needs.*
- *Governments should be committed to consultation and joint decision-making whenever they have responsibilities within the same area of jurisdiction.*
- *Programs that are exclusively determined by senior government should be financed by senior government from their revenue sources.*

- *Financial assistance should be provided to local governments when their policies over-ride local priorities or impose an additional financial burden on local government and that assistance should equate to the added cost burden.*
- *Conflicts on matters of public policy between local government and senior government should be settled by negotiation*

Affordability of Policing

Measures to assist in making police costs more affordable to local government:

The federal and provincial government provide increased funding for mental health treatment, drug rehabilitation, homelessness, and crime prevention initiatives at the community level.

A study be undertaken by the federal and provincial government to assess the benefits derived from a national/provincial police force today given the increased concerns related to organized crime and international security.

The federal and provincial government consider increasing direct funding for police services and change the way police services are financed.

The federal and provincial government pay for the delivery of all regional/integrated police services.

Accountability of Policing

The federal and provincial government implement the following measures to maintain and enhance police accountability:

- 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
- Establishment of Provincial Committee on Policing to address RCMP contract issues
- Creation of a Local Police Services Committee

The federal, provincial and local government work together to identify the roles and responsibilities of each party and the authority that each party has over the delivery of police services.

**RCMP CONTRACT NEGOTIATIONS –
MUNICIPAL POLICE UNIT AGREEMENT REVIEW
PART 1**

OVERVIEW OF ISSUES

Policy Issues – (short policy papers 1 to 2 pages with options on each issue)

Policing Costs

1. Funding Formula
2. RCMP Pay
3. Special Events/Emergency Planning
4. Financial Planning and Reporting
5. Term of Contract – Length of Agreement

Accountability

6. Community Priorities
7. Support Staff
8. Performance Measures – Standards Policy
9. OIC Selection
10. Federal Policing (i.e. National Security, Border Patrol etc.)

General Policy

11. Planning – best management practices, policy guide
12. Public Donations
13. Public Complaints – RCMP Service

1. Funding Formula

Description of Issues

The cost of delivering police services for local government is not sustainable. Police costs are rising much faster than the combined effect of inflation and municipal growth. The budget for police services is the largest budget item in the operating budget of local governments and is funded from property taxation. For example, the City of Surrey spends 45% of the property taxes it collects on police services. Property taxation is the only discretionary revenue stream available to municipalities. The cost of police services is consuming a greater proportion of the total local government operating expenditures each year. That trend is not sustainable.

Background

Prior to 1992, different cost sharing arrangements prevailed between the Federal government and local governments. In 1966, the Federal government was responsible for 60% of the costs of local detachment salaries and equipment with the local government being responsible for 40% of the costs. Between 1966 and 1972, the cost sharing for larger local governments shifted from 60/40 Federal/Municipal to 30/70 Federal/Municipal. Between 1972 and 1992, the cost sharing formula further changed for larger local governments (those with populations over 15,000) at the rate of 1 percent per year on average such that by 1992 the cost sharing formula for these larger local governments was 10% Federal/90% Municipal. This cost sharing formula for larger local governments has continued through the term of the current Contract (1992 – 2012). The cost sharing formula for local governments with a population between 5,000 and 15,000 is 70% local and 30% federal.

This general shift in the cost burden of police services from the Federal government to provincial and local governments occurred during the period of time when the Federal government was experiencing significant annual budget deficits (i.e., in the order of \$5 billion to \$40 billion annually during the late 1960's, the 1970's and the 1980's) and, as such, the Federal government was motivated to offload to others as much of its costs as possible in an attempt to balance its own budget.

Current Language - Municipal Police Unit Agreement

Section 10.2 Subject to any other provision of this Agreement, the cost of the Municipal Police Force shall be shared between Canada and the Municipality as follows:

where the municipality has a population of less than 15,000 the Municipality shall pay 70 per cent and Canada shall pay 30 per cent; and

where the municipality has a population of 15,000 or more, the Municipality shall pay 90 per cent of the cost and Canada shall pay 10 per cent.

RECOMMENDED APPROACH

The Provincial and Federal governments change the cost-sharing formula for RCMP police services to a 70/30 split for those local governments with a population greater

than 15,000 and to 50/50 split for those local governments with populations greater than 5,000 but less than 15,000, or

2. In the absence of the Federal government agreeing to a change in the cost sharing formula - as referenced in 1 - that the Provincial government provide on-going sustainable funding to B.C. local governments with a population of more than 5,000 that would provide the equivalent of 20% of the local government's RCMP contract costs in each year.

2. RCMP PAY

Description of Issues

The total compensation package for RCMP members is currently based on the average of the top three forces in Canada. This compensation is the same all across the country. In addition, when members move from one jurisdiction to another, their accumulated time off moves with them. Detachments with more senior members are therefore responsible for the expenses related to the paid time off.

Background

The Treasury Board of Canada is the ‘employer’ of the RCMP and has the sole authority to determine the terms and conditions of employment within the Force, including matters of compensation.

In the early 90’s, the salaries for all federal employees, including the RCMP were frozen. After the freeze was lifted, a new approach was adopted and a Pay Council of staff representatives and management under a neutral chair was formed to develop a methodology for comparison with the larger police forces in Canada. The Pay Council was also intended to provide a forum within which the needs of both management and members could be aired.

The total compensation methodology currently used, was created to value each component of compensation within a police force and is applied to eight of the largest forces in the country. The RCMP compensation package is based on the average of the top three police forces.

While the Pay Council makes a recommendation for changes to the compensation package, the sole authority rests with the Treasury Board, and they may or may not accept the recommendation.

Historically, the RCMP compensation package is the same all across Canada. A member working in the Lower Mainland of British Columbia is paid the same as a member in New Brunswick, yet the cost of living varies a great deal within the Country. It therefore, creates hardship for BC municipalities because attracting RCMP members is difficult. Often, when they do move to BC, they are not able to stay because of affordability.

Current Language -

The Agreements are silent on this matter

RECOMMENDED APPROACH

1. The RCMP pay and benefit structure should reflect the cost of living in each of the regions in which it operates not be uniform across Canada.
2. There should be local government representation on the Pay Council.
3. Salary Increases could be tied to a relevant index.

3. Special Event/Emergency Re-Assignment

Description of Issues

RCMP members may be temporarily re-assigned to urgent and critical situations, or to special events in order to maintain law and order. These re-assignments are not normally within the boundaries of their home detachment. Although local governments are normally compensated for the salaries of those members re-assigned, there are often additional costs related to the re-assignment of members that are not recovered.

Background

In the past, RCMP members from local detachments all over British Columbia have been temporarily redeployed for events such as the G8 Conference and for critical situations such as the fires in Kelowna. The user of the emergency policing resource, or the organizer of the special event pays for the cost of the member's salary and transportation. However, other costs that are incurred by the 'home' municipalities such as extra overtime for members remaining at the local detachment are not recovered.

The security related to the 2010 Winter Olympic games will have an impact on the levels of personnel at all detachments in British Columbia.

Current Language - Municipal Police Unit Agreement

Section 7.1 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 peace or ensure the safety of persons, property or communities, and

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

Section 7.2 Where, in the opinion of the Minister an emergency in an area of provincial responsibility exists or is likely to exist in the Province: part of the Municipal Police Service may, at the written request of the Minister made to the Commanding Officer, and upon advice to the CEO, be redeployed to such extent as is reasonable necessary to maintain law and order, keep the peace and ensure the safety of persons, property or community, and The Province shall pay the salary and incremental costs of the members redeployed, or reimburse the municipality from which the members are redeployed, at the applicable cost sharing ratio set out in paragraph 10.2 (b).

RECOMMENDED APPROACH

1. The temporary redeployment of members from a local detachment to a special event or emergency situation needs to be cost neutral to the home detachment. The

full cost of the redeployment of the member needs to be identified in the billing process - including overtime expended by the local detachment to back fill the redeployed members regular duties as well as all of the indirect costs related to the redeployment.

4. Financial Planning and Reporting

Background:

The financial planning and reporting by the RCMP has improved quite considerably over the past few years. Local governments now use rolling five year financial plans that are reviewed annually. While the RCMP also prepare longer-term plans, the plans essentially project salary costs, with little regard for future capital requirements. Further, the reporting format used by the RCMP is, at times, inconsistent with common accounting principals and this creates confusion. For instance, the current format treats the employer's portion of pension costs as an indirect cost, rather than a direct cost and this creates the impression that indirect costs are much higher than they actually are. Improvements would give contracting partners greater confidence in the information provided and would assist them in longer term financial planning.

Current Contract Language:

Several sections of the current contract cover financial planning and reporting:

- Article 10: Basis of Payment
- Article 11: Equipment
- Article 14: Method of Payment
- Article 15: Financial and resource planning

RECOMMENDED APPROACH

Financial Planning - The Member in Charge of the Municipal Police Unit should be responsible for developing 5 year financial plans and outlining the underlying assumptions (i.e. pay increases, benefit costs etc.), in consultation with Council's designate. The plans should include long term operating and capital requirements and must be submitted by August 1st of each year.

Financial Reporting - The RCMP should submit monthly financial statements within 14 days of month end, that show actual costs in relation to budget. The statements must be presented in a format that adheres to GAAP. The statements should include projected costs to year-end and explanatory notes on significant variances. The RCMP should implement current technology to provide such timely and up-to-date financial information.

5. Term of Contract: Length of Agreement

BACKGROUND

There are three types of RCMP Policing Agreements in BC. The Federal-Provincial Agreement (Provincial Police Services Agreement-PPSA); Federal-Provincial Master Municipal Agreement (Municipal Policing Agreement) and the Individual Provincial/Municipal Agreements (Municipal Police Unit Agreements-MPUA).

These Policing Agreements with specific *Lengths of Contract* in force between the Municipal Police Unit Agreement (MPUA) and the Provincial Police Service Agreement (PPSA) involves a contractual obligation to provide services in return for compensation.

The MPUA is the Memorandum of Agreement dated April 1st, 1992 that is between the Province of B.C. and the individual local governments over the population threshold of 5,000. There are 59 local governments with MPUA. Twenty seven (27) local governments with more than 15,000 population threshold cost share police services at 90/10-Local Government-Federal Government. Thirty-two (32) local governments with between 5,000 and 15,000 population threshold cost share at 70/30 Local Government - Federal Government. Eighty-five (85) local governments with population threshold of less than 5,000 are policed with no MPUA and are under PPSA. PPSA also covers unincorporated regions or Electoral Areas of Regional Districts. All PPSA are cost shared at 70/30-Provincial Government-Federal Government. The PPSA is the Memorandum of Agreement dated April 1st, 1992 that is between the Government of Canada and the Province for the employment of RCMP.

The *length of the contract* is 20 years commencing April 1st, 1992 and terminates on March 31st, 2012. The law of contracts is the heart of the Agreement. The specified length of the contract commits the parties to deliver services within the terms and conditions of the three Policing Agreements.

The Termination provision in the Agreement is provided for the parties to withdraw from the RCMP contractual policing. The Termination occurs with advance notice provision. Within the MPUA, it is 25 months prior to the date of the intended termination once the Local Government gives notice. It is 23 months prior to the date of the intended termination in the case of the Province giving such a notice. Within the PPSA either party may give a notice of 24 months prior to the date of the intended termination.

CURRENT CONTRACT LANGUAGE

MPUA-Section 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 subject to article 19, shall continue in force until March 31st, 2012*

PPSA-Section 18.1: *The parties shall review costs incurred by Canada in the provision of the Provincial Police Service in accordance with this Article.*

Section 18.3: Each review shall be concluded on or before April 1 in the year 1997, 2002 and 2007.

Wherever a length of contract is specified there is also a Termination provision within the Term.

MPUA: Section 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, subject to Article 19, shall continue in force until March 31, 2012,*

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.

PPSA: Section 19.1(c): *This Agreement may be terminated on March in any year by either party giving the other party notice of such termination 24 months prior to the date of the intended termination.*

RECOMMENDED APPROACH

Length of Contract:

1. That the Term of the Agreement be 20 years provided the following two requirements are satisfied with respect to the on-going administration of the Contract:
 - a. There be 5-year formal reviews within the Term of the Agreement and that there be language in the Agreement in relation to the objectives and process for these reviews with additional details in the supplementary “interpretation guidelines”. The contract language should include the provision of notice to all stakeholders six-months prior to the intended commencement of review process; and
 - b. There be a requirement in the Agreement for formal regular discussions on local government policing matters between the Province, representatives of local government and the RCMP and that the forum and process for this ongoing consultation be set out in the supplementary “interpretation guidelines”.

6. COMMUNITY PRIORITIES

Background:

Local detachments are responsible for preserving the peace, protecting life and property, and preventing crime and offences against the laws of Canada and the Province. In carrying out these duties, Members apprehend criminals, offenders and others who may be lawfully taken into custody, execute warrants and perform other related duties.

The current contract does not clearly define how local government policing priorities are to be reflected in the activities of the local detachment.

Current Contract Language:

Article 5.3 of the MPUA states that “the Chief Executive Officer may set objectives, priorities and goals for the Unit that are not inconsistent with those of the Minister for other components of the Provincial Police Service”.

Article 5.5 states that “The member in charge of a Municipal Police Unit shall report as reasonable required to either the Chief executive Officer 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 Unit”.

RECOMMENDED APPROACH :

Article 5.3 should state the following:

“The Municipal Police Unit is to carry out the goals, objectives and priorities of the Local Government Council provided they are not inconsistent with those of the Minister”

Article 5.5 should state the following:

“The Member in charge of the Municipal Police Unit shall provide reports as reasonably requested by Council or its designate”.

The contract needs to be more explicit in stating that the goals, objectives and priorities of the local government must be reflected in the actions of the RCMP. Further, the RCMP should be required to provide reports as reasonably required by Council or its designate on how the goals, objectives and priorities of the local government are being addressed and/or implemented by the RCMP. A standardized report format should be developed that can be adopted or modified by the local government Council but in the absence of modification it should be the responsibility of the local RCMP OIC to deliver the standard report to the local government Council or Council designate at each month.

7. SUPPORT STAFF POLICY

BACKGROUND:

Within Municipal Police Units (MPU), the Municipality shall provide all necessary support staff; to meet the job and other related requirements as determined by the Commissioner. If the Municipality fails to provide the support services, the Province or Canada may provide the support staff, and the Municipality is to pay 100% of the cost of the support staff.

ISSUE DISCUSSION:

The Municipality does not have a contractual right to be a party to the determination of support staff requirements. The decision to increase the support staff is done between the OIC and the Province. It appears that the Province pays for 70% of the cost of support staff in PPU, rather than the 100% of costs paid by MPUs.

CURRENT CONTRACT LANGUAGE:

MPUA

s. 3.6 The Municipality shall provide, without any cost to Canada or the Province, all necessary Support Staff; such Support Staff shall meet the job and other related requirements as determined by the Commissioner.

S 3.7 Where the Municipality fails to provide any Support Staff required by sub article 3.6, the Province or Canada may provide such Support Staff and the Municipality shall pay 100 percent of all the cost of that Support Staff.

PPSA

s. 1.1 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.

ALTERNATIVE SOLUTIONS

1. Continue with the Province and the OIC determining the level of Municipal Support Staff.
2. Provide for Municipal consultation for changes to Support Staff requirements.
3. Provide for Municipal approval for changes to Support Staff requirements.

RECOMMENDED APPROACH

Amend the contract to require mutual agreement with the local government with respect to increases to Support Staff.

The local government should have access to a dispute resolution process if the local government and the OIC cannot come to an agreement on the level of Support Staff.

8. PERFORMANCE MEASURES - STANDARDS POLICY

BACKGROUND:

The Provincial Police Services Agreement (PPSA) and the Municipal Police Unit Agreement (MPUA) provide contractual obligations and rights to establish standard levels of policing services and priorities.

There are a number of clauses in the agreements that direct the level of service, the standard of service and the staffing levels within RCMP detachments. Local Governments served by Municipal Police Units (MPU) have a few contractual rights to influence some of these standards. MPU local governments may set objectives, priorities and goals for the MPU. Local Governments served by Provincial Policing Units (PPU) have no contractual rights to influence these standards.

Responsibility for the minimum level of policing service rests with the Commissioner following consultation with the Minister (provincial). The Minister in consultation with the Commissioner establishes the actual level of policing in a PPU, although it must meet the minimum level. The actual level of policing in a MPU is established by the Minister and the CEO (Mayor) in consultation with the Commissioner, and must meet the minimum level.

ISSUE DISCUSSION:

1. Minimum policing level.
The minimum level of policing is established without consulting the local government. The minimum standard is not communicated to local government.
2. Actual policing level
Local Government jurisdictions served by a PPU are not consulted on the level of policing.

For MPUs, the level is established by the CEO and the Minister in consultation with the Commissioner. The process is informal, and could occur without Council approval. Ministerial approval of the number of police officers within a municipality indicates an oversight responsibility for Municipal Police Units; this oversight responsibility is not required for non-RCMP detachments (Note: this needs to be verified).

3. Performance standards
Most RCMP detachments consult with Local Government to determine annual Municipal policing priorities. This consultation is not a contractual obligation for PPUs; MPU local governments may set objectives, priorities and goals that are not inconsistent with those of the Minister, and the Commanding Officer (CO) shall report as reasonably required to either the CEO or designate.

4. Member increases or decreases

The length of time to increase or decrease the Member complement does not meet the needs of local government. After Council approval it often takes 18 months or more to have the additional Member in place.

CURRENT CONTRACT LANGUAGE:

MPUA

s. 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.

s. 4.1 b) The minimum standard of policing in the Municipal Police Unit shall meet the standard as determined by the Commissioner in consultation with the Minister.

s. 4.1 c) The level of policing service by the Municipal Police Unit shall meet the level as determined by the Minister and Chief Executive Officer in consultation with the Commissioner.

s. 4.1 d) The level of policing service as determined by the Minister and the CEO under paragraph (c) shall not be less than the minimum standard as determined by the Commissioner under paragraph (b).

s. 5.3 The CEO may set objectives, priorities and goals for the Unit that are not inconsistent with those of the Ministers for other components of the Provincial Police Service.

s. 5.5 The Member in charge of a MPU shall 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 Unit.

s. 6.1 a) Subsequent to a written request from the CEO to the Minister, and a written request to Canada from the Minister, Canada shall increase or reduce the number of Member in the Municipal Police Unit as soon as practicable within one year from the receipt of a written request from the Minister ...

s. 6.2 Subject to the discretion of the Commanding Officer, no Member shall 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 Members absence for a period more than 30 consecutive days.

PPSA

s. 3.1 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.

s. 3.1 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.

s. 3.3 The Minister shall set the objectives, priorities and goals of the Provincial Police Service.

s. 4.2 a) The CO shall implement the objectives, priorities and goals as determined by the Minister under sub article 3.3, including, to the extent practicable, the deployment of the Provincial Police Service personnel and equipment to reflect provincial priorities.;

s. 3.9 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.

s. 7.2. In each Fiscal Year, the Commanding Officer shall give 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

s. 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 PPS as determined by the Minister pursuant to paragraph 3.1(c)

s. 7.4 The Commanding Officer, upon receiving reasonable notice, shall provide the Minister with any additional information related to human resource and organizational planning of the service.

ALTERNATIVE SOLUTIONS

- Option 1 No Change - Maintain current contract language
The primary responsibility for policing standards would remain with the Province and Canada. MPUs would establish actual service levels by CEO / Minister agreement, and provide direction to MPU regarding objectives priorities and goals.
- Option 2 Require local government consultation when establishing minimum service levels, actual service levels, and annual performance standards and objectives. Require formal consultation with local government when evaluating annual performance. Require formal communication to local

government on minimum service levels, annual performance standards and objectives, and annual performance evaluation.

- Option 3 Require local government agreement when establishing actual service levels. Require local government consultation when establishing minimum service levels, and annual performance standards and objectives. Require formal consultation with local government when evaluating annual performance. Require formal communication to local government on minimum service levels, annual performance standards and objectives, and annual performance evaluation.
- Option 4 Require local government agreement when establishing minimum service levels, actual service levels, and annual performance standards and objectives. Require formal consultation with local government when evaluating annual performance. Require formal communication to local government on minimum service levels, annual performance standards and objectives, and annual performance evaluation.

RECOMMENDED APPROACH

The primary challenge with the service standards is the need for two different approaches – one for MPUs and one for PPUs.

1. Municipal Police Unit Agreement recommendations:
 - a) Maintain the current language in the contract regarding Council involvement in setting objectives, priorities and goals, and in setting actual service levels, and include the following:
 - to consult with and advise MPU local governments on minimum levels of service.
 - to involve the local government in the annual performance evaluation of the MPU service.
 - b) Encourage the Province to establish a local government advisory committee for MPU and Independent police force local governments – to advise and guide the Province on issues and decisions that impact the standards, service levels, and policing priorities for the Province as it relates to these local governments.

2. PPUs serving local governments with a population < less than 5,000, unincorporated communities, and Regional District recommendations:
 - a) Encourage the Province to establish a local government committee to advise the Province on policing priorities on rural / small local government policing issues.

-
- b) Encourage the Province to establish policies requiring consultation with rural / small local governments on:
- Setting the minimum service level
 - Setting the actual service level
 - Setting objectives, priorities and goals for the unit / service to these communities
 - Involving the local governments in the annual performance evaluation of the unit / service

Rationale

The primary PPSA contract between the Province and Canada does not discuss any involvement of local government in decision processes. The inclusion of local government involvement for actual service levels is specified in the MPUA. PPU's providing service to rural and small communities fall under the PPSA contract.

The Province is responsible for policing in the Province. If small and rural governments are not signatories to an MPU agreement, the Province is responsible for the policing in these areas. The small and rural government concerns regarding policing services should be directed to the Province to resolve.

9. OFFICER IN CHARGE / KEY POSITIONS

BACKGROUND:

Canada is responsible for the overall management and administration of the policing units within the RCMP structure. The Provincial Police Servicing Agreement (PPSA) allows the Minister to have input into the selection of a Commanding Officer or a Criminal Operations Officer for the Division. Neither contract has language to address the selection of an Officer in Charge of a unit within the Division.

ISSUE DISCUSSION:

1. The selection of an Officer in Charge (OIC) of a detachment is as significant for a local government as the selection of a Commanding Officer is for the Province. In addition, with the integration of detachments and services that serve multiple communities, there is a desire of some local governments to be involved in the selection of key individuals other than just the OIC.

Some Local Governments have participated in the selection process to appoint a new RCMP detachment OIC. The practice of involving the local government in the OIC selection process is an internal policy rather than a contractual obligation. As Canada is responsible for the Administration and management of the RCMP, this internal policy could change and Local Governments could be excluded from the OIC selection process in the future.

2. Local governments are impacted by the OIC's need to travel for RCMP business. There is no formal local government notification requirement or consultation regarding the absence. The local government is not consulted regarding the appointment of an acting OIC in their absence.
3. Local Governments are not formally involved in the performance reviews for their OIC.

CURRENT CONTRACT LANGUAGE:

PPSA

- s. 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.
- s. 4.3. Before appointing a Commanding Officer or a Criminal Operations Officer for the Division, the Commissioner shall consult with the Minister.
- s. 4.4 The Commanding Officer or Criminal Operations Officer of the Division shall be replaced as soon as practicable after receipt by the Commission 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.

MPUA agreement silent

ALTERNATIVE SOLUTIONS

1. Amend the PPSA the MPPUA to require the input / approval of local government in the selection of the OIC for the Detachment. Include local government involvement in the annual performance review of the OIC.
2. Request the Province to implement a policy that requires local government approval for the appointment of an OIC.

RECOMMENDED APPROACH

1. Add a clause to the MPPUA to allow a local government to be part of an OIC recruitment committee and to approve the appointment of an OIC to the MPU serving the local government.
2. Add a clause to the MPPUA to allow a local government to be part of the OIC's annual performance review.
3. Add a clause to the MPPUA to allow a local government to approve the appointment of an acting OIC during extended absences of the OIC.
4. For PPUs serving local governments with a population < less than 5,000, unincorporated communities, and Regional Districts, request the Provincial Government to implement a policy that:
 - a) Provides for local government involvement in the recruiting process and local government approval of the preferred OIC for the PPU that serves the rural or small local government; and
 - b) Provides for local government involvement in the recruiting process and local government approval of the officer supervising a community office in communities that are served by integrated detachments.

10. PLANNING – BEST MANAGEMENT AND POLICY GUIDE

BACKGROUND:

Considering the recommendations related to RCMP management practices (such as the Brown report and the Duxbury report) and local government concerns regarding the planning related to and management of MPUs, local government has expressed an interest in ensuring the management and planning practices of the RCMP are improved.

ISSUE DISCUSSION:

- 1) Organization and best management practices
 - There should be a general review of duties with a view to determining whether additional duties can be performed by civilian / support staff rather than Members. The civilianization of duties impacts the costs and related funding requirements from local government. MPU Local Governments have limited involvement in the review, discussion, or rationalization of civilianizing Member duties.
 - Local Government does not have a contractual right to require innovative or best “management practices” in human resources or organizational effectiveness of local MPU. MPU local governments want to ensure that their contracted police force is utilizing modern techniques available in all aspects of policing. The hiring of police officers from outside police forces when recruiting for senior officer positions within the RCMP would bring with it new ideas and perspectives. The hiring of financial managers with professional designations from outside the police when this type of expertise is required. Other Examples include voice dictation, community safety officers, special constables, wardens, serving warrants, and shift scheduling. (Special Constables although referenced in the contract are no longer available to municipalities)
 - Some Municipalities study policing models/efficiency studies and the RCMP/province are not required to provide data when requested - which increases the costs and duration of the studies. The contracts do not encourage the exploration of innovative ideas for alternate service delivery.
- 2) Planning
 - There is no obligation to produce 5-year financial or organizational plans to be prepared, and no obligation on the RCMP to follow the plans.
 - Base plans should be in a consistent format so that inter-municipal comparisons are easily made

CURRENT CONTRACT LANGUAGE:

MPUA

s. 1.1 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;

s. 3.4 Those Members who form part of the Municipal Police Unit shall:

b) render such services as are necessary to 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.

s. 3.5 c) During the term of this Agreement, and at such times as they may mutually agree, the Commanding Officer, the Minister and the Chief Executive Officer shall identify, discuss and, where it is mutually agreed to be feasible, the Municipality shall 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). *[(a) The Municipal Police Unit 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 Municipality].*

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

s. 15.1 a) the Commanding Officer shall consult with the CEO on or before September 1 each year with respect financial and resource planning for the next Fiscal Year...

PPSA

s. 1.1 l) “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;

s. 2.2 Those Members who form part of the Provincial Police Service shall:

b) render such services as are necessary to 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.

s. 2.3. 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). *[(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].*

s. 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.

s. 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.

ALTERNATIVE SOLUTIONS

Option 1 No Change - Maintain current contract language

Option 2 PPSA and MPUA – modify the agreements to require that the RCMP innovate and modernize its management and human resource practices, and require that the Province and MPU local governments be consulted in the planning and implementation stages.

MPU – modify the MPUA and PPSA to add the requirement for consultation with the Province and MPU local governments on civilianization of Member duties. Amend the agreement to include the requirement for five-year financial and capital planning.

Option 3 PPSA and MPUA – modify the agreements to require that the RCMP innovate and modernize its management and human resource practices, and require that the Province and MPU local governments be consulted in the planning and implementation stages.

MPU – modify the MPUA to add the requirement for local government consent on the civilianization of Member duties. Amend the agreement to include the requirement for five-year financial and capital planning.

RECOMMENDED APPROACH

Recommend that:

- a) the PPSA and the MPUA be modified to require that the RCMP innovate and modernize its management and human resource practices, and require that the Province and MPU local governments be consulted in the planning and implementation stages;
- b) the PPSA and the MPUA be modified to require consultation with the Province and MPU local governments on the civilianization of Member duties within two years of signing the agreement; and
- c) The PPSA and the MPUA be amended to include the requirement for five-year financial and capital planning.

11. Federal Policing (i.e. National Security, Border Patrol etc.)

Description of Issues

Some local governments have within their boundaries, federal policing responsibilities such as international airports, international border crossings, port authorities and/or first nation lands. While it is generally understood that police officers will from time to time, be re assigned from general detachment responsibilities to federal responsibilities for reasons of national security, this can create a greater financial burden for those local governments with federal responsibilities regarding national security locations within their boundaries.

Background

The RCMP is responsible for national security and other federal policing responsibilities. Those municipalities using the RCMP as their local police service have local RCMP members assigned from time to time to federal responsibilities temporarily to address those federal areas of jurisdiction within the local government's boundaries. This potential for reassignment of local detachment members is recognized by the cost sharing formula in the MPU.

The current PPSA and MPU agreements do not provide a clear distinction between local government policing responsibilities and federal responsibilities. In particular, those local governments with areas of federal responsibility within their boundaries are more likely to have their RCMP members re assigned to federal responsibilities than those local governments with no federal responsibilities within their boundaries (i.e., the City of Richmond with YVR, the City of Surrey with two international border crossings, etc.).

To help offset this apparent inequity, the federal government currently assigns federal RCMP members to detachments that have areas of responsibility related to national security. However, there is no assurance that the addition of these federal members offsets the cost of having local members re assigned for federal duties. The actual time spent by local detachment RCMP members on issues related to national security is not well documented for the local governments and therefore it is not clear whether local governments are in fact subsidizing federal police services.

Current Language - Municipal Police Unit Agreement

Section 1.1(n) "Municipal Police Service" . . . does not include those resources and Members employed primarily in:
protective security such as security at embassies and airports, and security for internationally protected persons,
services provided to or on behalf of federal government departments.

RECOMMENDED APPROACH

1. The contract should more accurately define federal responsibilities versus local government policing responsibilities.

2. Local detachment RCMP members' time should be separately tracked when members are re-assigned to federal responsibilities. The total cost of that time spent, including direct, indirect and overtime for back filled members should be documented and the local government fully informed on a regular basis, so that cost comparisons can be conducted to determine the level of compensation that is required by the federal government to offset the costs incurred by the local government.

3. The contract should specify that the number of federal members housed in local detachments is to be reflective of the level of federal police responsibility in the jurisdiction of the local detachment.

12. Public Donations for Public Safety

Description of Issues

Members of the public will often offer donations either funds or assets in support of public safety initiatives. The local RCMP detachments have no mechanism to accept such donations and it is often left to the local government in which the detachment is located to accept the donation and then turn it over to the detachment for use. In these circumstances there is no checks and balances in place in relation to ensuring that the donation is used for its intended purpose and in a fully accountable and defensible manner.

Background

Federal policy states that RCMP members cannot accept donations or other favours from the public. In many cases the municipality will accept the donation, on behalf of the police service and direct the donated funds to the RCMP local detachment.

Local governments are able to accept public donations and provide official receipts for income tax purposes. However, the proceeds from that donation can be directed for any purpose at the request of Council. While Councils, in general, have directed donations to the RCMP when they have been provided for that purpose, there is accountability for the donation after the transfer to the RCMP.

Current Language

The Agreements are silent on this matter

RECOMMENDED APPROACH

1. The current process continue where the municipality accepts donated funds on behalf of the detachment, issue an income tax receipt and then direct the funds as the respective local government sees fit.
2. Policy be developed around the acceptance of public donations by the RCMP, which would allow it to accept public donations on the condition that the proceeds are directed to public safety issues. Policies of other police forces should be reviewed and used as a model for the development and implementation of a new policy in this regard for the RCMP. The OIC of the local RCMP detachment should provide an annual report to the related local government on the use of the public donations the detachment has received.

13. Citizen Complaints – RCMP Service

BACKGROUND

Local governments served by the RCMP from time to time receive complaints from citizens regarding RCMP service or member conduct. These complaints are forwarded to the RCMP; however, there is no mechanism in place to ensure the RCMP respond to the complainant nor is there any acknowledgement provided to the local government that reasonable actions have been taken to address the complaint. These for example could be service related complaints, like not enough presence in the local parks.

Other complaints that are received directly by the RCMP about an RCMP member's conduct are not well communicated to the related local government. Local governments sometimes become aware of such complaints through articles in the local newspaper or when a call is received from a media reporter.

CURRENT CONTRACT LANGUAGE

Municipal Police Unit Agreement
agreement silent

Provincial Police Service Agreement

s. 4.2 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.

RECOMMENDED APPROACH

Citizen complaints about local detachment RCMP service and complaints about local detachment member conduct should be reported to the local government by the OIC in a time frame and format that is mutually agreed upon between the OIC and the local government.

**RCMP CONTRACT NEGOTIATIONS –
MUNICIPAL POLICE UNIT AGREEMENT REVIEW
PART 2**

OVERVIEW OF ISSUES

Policy Issues – (short policy papers 1 to 2 pages with options on each issue)

Policing Costs

1. Regional Integrated Teams
2. Accommodation
3. Equipment
4. Training Costs (Depot)

Accountability

5. Dispute Resolution Mechanism
6. Principal Police Contact

General Policy

7. Removal of a Member
8. Civil Forfeiture
9. Claims against the RCMP/Inquests and Inquiries (similar to Citizens Complaints)
10. Institutional Knowledge (further review)

1. REGIONAL INTEGRATED TEAMS

BACKGROUND

There is no provision in the current agreement for the District structures that have been established in the Province or the concept of regional teams that receive funding from municipalities. To use the Lower Mainland District as an example, there is now a regional structure in place which is funded by the Province, and there are five regional teams in the LMD that are funded for the most part by municipalities:

- IHIT (Integrated Homicide Investigation Team)
- PDS (Police Dog Services)
- ERT (Emergency Response Team)
- FIS (Forensic Identification Services)
- ICARS (Integrated Collision Analyst and Reconstruction Services)

There are many cross jurisdictional teams in the Province for example, the Integrated Gang Task Force and the Integrated Road Safety Unit. The funding source for the five teams in the LMD is an anomaly when compared to the other cross jurisdictional police. In every other case, these teams are provincially and federally funded.

A substantial portion of the funding for these teams comes from municipalities, yet there is no approval mechanism for municipalities to address requests to enlarge or enhance these teams. The municipal formula is troublesome for some municipalities, and some do not want to participate. The RCMP has given conflicting messages about whether or not municipalities must contribute funding for these teams.

In the current agreement there is an acknowledgement of the municipal/civilian political oversight over the local detachment's activities. Although status reports are provided for the LMD and the regional teams, there is no governance or oversight which is equivalent to the municipal oversight of the detachment. Nor do the municipalities in the Lower Mainland District have the authority to set up a structure for the governance of the LMD or the regional teams.

Unless there is direction from Provincial Police Service, the RCMP will continue to manage these teams without a governance structure which ensures accountability for the funding provided. Should these teams not be run and funded by the Province.

CURRENT CONTRACT LANGUAGE

Municipal Police Unit Agreement
Agreement silent

Provincial Police Service Agreement
Agreement silent

RECOMMENDED APPROACH

The province has a responsibility in the delivery of policing which crosses municipal boundaries, therefore the province should fund regional/integrated teams.

ALTERNATIVE SOLUTIONS

If the proposed solution is unsuccessful, and municipalities continue to fund regional teams then make provision for a joint RCMP/Provincial/Municipal management committee structure for each RCMP District to address regional issues, such as integrated teams, proactive response to changes that are being proposed that go beyond the local jurisdictions, dispute resolution. Create separate agreement(s) for the regional teams that are municipally funded, and embed in the contract, that areas which are provincial or federal jurisdiction will continue to be provided and funded by the respective jurisdiction.

2. ACCOMMODATION

BACKGROUND

The municipality is to provide and maintain, at no cost to Canada or the Province, accommodation for the Police Unit and Support Staff. The accommodation shall be to the satisfaction of the commissioner and meet the security standards of the Force.

There is no indication of the standards that this accommodation must be supplied at. There should be some guidelines established so that the municipalities have some understanding of the requirements of the police force and the jail cells. Changes to the standards could occur without any input from the municipality and may be very costly. The timing of changes to the facility may not coincide with the municipal capital plan and the RCMP, after sufficient notice, can make their own arrangements for accommodation if the municipality fails to act. This may include renovations to a municipal building by the RCMP without the authorization of Council.

CURRENT CONTRACT LANGUAGE

MPUA

s 9.1 a) The Municipality shall provide and maintain at no cost to Canada or the Province, during the term of this Agreement for use by the Municipal Police Unit and support Staff, the following accommodation:

- 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) when required, heated and lighted garage space.

b) The accommodation referred to in paragraphs (i) to (iii) shall be to the satisfaction of the Commissioner and shall meet the security standards of the Force.

s. 9.2 Where any such accommodation or part thereof does not comply with paragraph 9.1. (b):

- iv) if, in the opinion of the Commanding Officer the action being taken by the Municipality with respect to correct of the deficiencies is not satisfactory, one year after the notice... the Commanding Officer shall, as soon as practicable, inform the CEO in writing that the accommodation still fails to comply with paragraph 9.1.(b) and Canada then may effect the necessary changes to the accommodation or lease other accommodation and the Municipality shall pay Canada 100 per cent of all the costs therefore.

PPSA

s. 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;

RECOMMENDED APPROACH

There needs to be a guideline developed for accommodation requirements, perhaps by a third party, with input from RCMP and municipal staff. There should also be the ability to use the dispute resolution mechanism if the municipality and the RCMP are not able to agree on major changes required to the existing accommodation. Eliminate the “satisfaction of the commissioner” in the current contract.

A planning program should be developed that looks at the facility requirements for each area on an annual basis and provides an update to the local government for their capital planning program. This must look at least 5 years to the future to allow sufficient time for the municipality to consider it’s options. Minor changes (under \$100,000) should be discussed between the detachment commander and the municipal representative and could be included in the annual budget approval process.

3. EQUIPMENT

BACKGROUND

Canada is responsible to supply the municipal police unit with equipment necessary to carry out its responsibilities. For equipment purchased by Canada at a cost greater than \$100,000 there is a formula for reimbursement if it is lost, damaged or destroyed. In the event of termination of the agreement there needs to be a determination of ownership of the equipment or assets.

There are no standards for when equipment is to be replaced.

CURRENT CONTRACT LANGUAGE

MPUA

1.1.k. “Furnished”, with respect to any accommodation, means supplied with office furnishings including desks, chairs, filing cabinets, bookcases and tables but does not include office machines such as typewriters, microcomputers, adding machines, calculators, dictating equipment, copying equipment and specialized equipment

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 Municipal Police Unit shall, at the option of the Municipality;
 - i) be acquired by the Province pursuant to its option under the Municipal Policing Agreement for BC, and then be transferred to the Municipality 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 Municipality for that item of equipment, or
 - ii) remain vested in Canada, in which case, Canada shall credit the Municipality with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment.
- c) where any item of equipment that
 - i) cost \$100,000 or more,
 - ii) was purchased by Canada at any time for the Municipal Police Unit, and
 - iii) was sold by Canada or transferred from the Municipal Police Unit;Canada shall credit the Municipality by any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Municipality in respect of that item.

RECOMMENDED APPROACH

Clear language must be in place that indicates ownership of all assets is based on the percentage paid by each party. The current wording under article 12 is reasonable but needs to be expanded by including a definition of ‘equipment’ (at the front of the agreement) and also by including information on assets such as files and data that need to be considered in the event of termination of the agreement.

Business cases should be developed for individual asset replacement that ensures the equipment is safe and efficient but also being used to its highest economic benefit.

4. CADET TRAINING COSTS

BACKGROUND:

Depot Training Headquarters requires new cadets to attend mandatory training in Regina. Cadets are paid for their training time participation. The cost of recruit training is approximately 2% of the per member budget. Local Government feels the RCMP has a comparatively large staffing turnover and local government in addition invest a large amount of time and money into field training new recruits. These costs are not normal for an employer that would expect a new recruit at a base level of training at no charge prior to the new member being available in the community to deliver policing service. This would be no different that hiring a lifeguard or a public works engineer, they come with qualifications to perform the job.

CURRENT CONTRACT LANGUAGE:

MPUA

s. 10. 3 b) the indirect cost of the Municipal Police Unit including:

vi) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training at the Force's Training Academy shall be the product obtained by multiplying \$3,500 by the average number of Members employed in the Municipal Police Unit for the Fiscal Year.

PPSA

s. 10. 3 b) the indirect cost of the Provincial Police Service

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

ALTERNATIVE SOLUTIONS:

- ⇒ Use a greater of civilian staff to perform non-police functions within detachments and keep a greater number of trained police officers conducting police functions;
- ⇒ Make use of trained professional police officers from other police authorities;
- ⇒ Make use of Justice Institute as a BC training centre.

RECOMMENDED APPROACH

- ⇒ Expense (cost associated with) should be that of the Contractor (RCMP)
- ⇒ Review every five (5) years

5. CONFLICT RESOLUTION

BACKGROUND

The current agreement has a twenty year term, during that period there have been substantial changes to the municipal and policing environments. The agreement does not contain a forum in which municipalities may raise and resolve concerns with regard to the contract.

Neither does the agreement have a mechanism for municipalities to raise service concerns with the RCMP. In general, disputes are settled based on the relationship established between the OIC and the municipalities, rather than any external criteria or process, or as a last resort someone independent to adjudicate on the result.

The Provincial Police Service Agreement makes reference to an Advisory Committee, with representatives from provinces, territories and the federal government. This role of this Committee is to identify and address concerns with the agreement over time.

CURRENT CONTRACT LANGUAGE

Municipal Police Unit Agreement

s.16.1 Any new issues, 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.

Provincial Police Services Agreement

s. 20 Advisory Committee

- 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 members.

RECOMMENDED APPROACH

1. A process be included in the agreement, which consists of a graduated dispute resolution, e.g. the OIC would meet with the PPC, if not resolved then the CAO would meet with the District Commander, and so on. As a final step an arbitrator/mediator may be asked to respond to clauses in the contract that are open to interpretation.

As an example of when this graduated dispute resolution process could be used, if the RCMP requested a new building and the municipality disputed the need for such a building then this mechanism could be utilized to come to a mutually agreed upon resolution.

Provincial Police Services have indicated a desire to take on a mediation role in disagreements between municipalities and the RCMP with respect to the agreement. If appropriate, this mediation role would be formalized in the contract.

1. The Province establish a Police Services Working Group(s) to provide a forum for ongoing discussion with regard to police services in general and the contract implementation in particular. The PSWGs would be composed of:
 - The Province represented by Police Services
 - The RCMP represented by the applicable District Commander
 - The UBCM represented by an elected representative from the RCMP District
 - An appointed representative from the CAO/PPC's in the RCMP District

6. AUTHORITY OF COUNCIL/PRINCIPAL POLICING CONTRACT

BACKGROUND

Municipalities with a population of more than 5000 persons are responsible for providing policing and law enforcement. The Community Charter provides for fundamental municipal powers including the power to provide services that Council considers necessary or desirable.

The current language in the Municipal Police Unit Agreement identifies the CEO, not Council for the purposes of identifying the goals and priorities for the detachment.

The Terms of Reference for the RCMP Lower Mainland District and Mayor's Group, define the PPC (Principal Policing Contact) as the person in each Municipality that is responsible for the day to day professional contact with the local RCMP. The PPC's role is to ensure municipal service delivery expectations and priorities are defined, and that services are delivered in a manner satisfactory to Council.

CURRENT CONTRACT LANGUAGE

Municipal Police Unit Agreement

s. 1.1 b) Chief Executive Officer or CEO means the mayor, reeve, warden or other of the Municipality, however designated.

s. 5.5. The Member in charge of Municipal Police Unit shall report as reasonably required to either the Chief executive officer 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 Unit.

RECOMMENDED APPROACH

That the current language under Article 5 - Direction and Reporting, in the MPUA (Municipal Police Unit Agreement) be amended to identify:

- Council as setting the objectives, priorities and goals for the detachment
- the PPC (Principal Policing Contact) as the primary contact with the OIC

The relevant clauses be amended in keeping with Council authority, as defined in the Community Charter, to clarify that Council, not the Mayor (CEO), are responsible for setting goals and priorities for the OIC. Defining the role of the PPC as the designate of Council, including acting as a representative of Council on the implementation of goals and priorities:

- The Member in charge of Municipal Police Unit shall report as reasonably required with the designate of Council on the matter of law enforcement in the Municipality, and on the implementation of objectives, priorities and goals for the Unit.
- The Member in charge of Municipal Police Unit shall provide reports as reasonably requested by the PPC or the Council.

7. REMOVAL OF A MEMBER

BACKGROUND

Although it is a rare occurrence there may be occasions when a municipality has determined that in the best interests of the municipality a member may need to be transferred from their detachment. Currently, the Mayor can ask for a member to be removed, but the request is made to the Solicitor General, who then forwards it to the Commanding Officer. This overly complicates the process, and unnecessarily moves the decision making away from the parties most directly affected.

CURRENT CONTRACT LANGUAGE

MPUA

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

PPSA

s. 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.

RECOMMENDED APPROACH

The District Commander is responsible for determining the allocation of resources within the district. Therefore a municipality should be able make this request directly to the District Commanding Officer, e.g. the Lower Mainland District.

8. CIVIL FORFEITURE

BACKGROUND

The Provincial Civil Forfeiture Office (CFO) is responsible for administering the Civil Forfeiture Act. The act allows the government to apply to civil court for the forfeiture of assets that have been either acquired with the proceeds of unlawful activity, or used as instruments of unlawful activity.

Assets that have been ordered forfeit by the courts are liquidated and used to administer the act and to provide victim compensation and crime prevention/remediation grants to communities. The province recovers the costs it incurs to administer the act for the liquidated assets.

The cost of administering the Act also includes municipal resources. Municipalities provide, municipal and/or RCMP members, to take the necessary steps to seize assets that have been acquired with the proceeds of unlawful activity, or used as instruments of unlawful activity. Municipalities do not receive compensation from the Province to recover the costs of providing this service.

Currently, the Civil Forfeiture Act/Regulations do not allow for municipalities in BC to be compensated for their costs associated with the forfeiture of goods acquired or used for unlawful activity.

CURRENT CONTRACT LANGUAGE

Municipal Police Unit Agreement
agreement silent

Provincial Police Service Agreement
agreement silent

RECOMMENDED APPROACH

The Province be requested to amend the Civil Forfeiture Act/Regulation to allow for municipalities to be reimbursed for the costs of municipal resources involved in the seizure of assets under the Act. A share of the proceeds, at least equivalent to municipal costs should flow directly back to the municipality that incurred the costs of seizing the assets. Municipalities would have more incentive to seize assets if they knew they would be able to recover their costs. This would in turn contribute to taking the profit motive out of crime thereby reducing criminal acts.

9. Claims against the RCMP/Inquests and Inquiries (similar to Citizens Complaints)

BACKGROUND

The RCMP are not required to advise the local government of any claims made against the RCMP or one of their members. This issue is similar to the citizens complaint is sue but has escalated into a claim or a formal inquiry. This may lead to a situation where questions are asked of local government representatives but they have no knowledge of the incident.

CURRENT CONTRACT LANGUAGE

MPUA

The agreement is silent on this issue.

PPSA

s. 4.2 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.

PROPOSED SOLUTION

The officer in charge will notify the CEO or local municipal contact of any new claims, inquests or inquiries at the earliest possible convenience (judging by the severity of the incident). Outstanding claims or issues should be reported on a regular basis along with any resolutions of claims to ensure they remain known to the local government.

10. Institutional knowledge

BACKGROUND

Currently, there is no mechanism which ensures that the institutional knowledge of RCMP policies such purchasing; shared decision making regarding issues such as funding formulas for teams, provincial funding of municipal/provincial police services is readily available to all parties.

Provincial reporting on police resources has inconsistencies which call into question the validity of the statistics. There are inconsistencies in the way information is gathered from municipalities with independent police force vs. municipal RCMP detachments which contributes to inaccurate comparisons. Whether the province is funding its share of policing is a question that cannot be answered as there is no disclosure. The Province does not provide municipalities with credit in its public reports for integrated teams and LMD.

CURRENT CONTRACT LANGUAGE

Municipal Police Unit Agreement

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

Provincial Police Service Agreement

3.1 a) same as above

15.1a) 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...

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, 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

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

RECOMMENDED APPROACH

The Administrative Procedures supplement to the agreement would include pertinent RCMP policies, provincial, federal and RCMP funding formulas and other financial information which accurately reflect municipal contributions. The Administrative Procedures are maintained by the Province, updated on a regular basis and distributed to municipalities.