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CANADA  
PRIVY COUNCIL

P.C.: 1966-29/698

(T.B. Rec. 653633)

AT THE GOVERNMENT HOUSE AT OTTAWA  
THURSDAY, the 14th day of APRIL, 1966

PRESENT:

HIS EXCELLENCY  
THE GOVERNOR GENERAL IN COUNCIL.

His Excellency the Governor General in Council, on the recommendation of the Solicitor General and the Treasury Board, pursuant to Section 20 of the Royal Canadian Mounted Police Act, is pleased hereby to authorize the Solicitor General to enter into an arrangement with the Government of the Province of Nova Scotia for the use or employment of the Royal Canadian Mounted Police in aiding the administration of justice in that Province and in carrying into effect the laws in force therein, the said arrangement to be in the annexed form and to cover the period from April 1, 1966 to March 31, 1976.

Certified to be a true copy

*R. G. Robertson*  
R. G. Robertson,  
Clerk of the Privy Council.

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AND WHEREAS Canada and Nova Scotia desire to enter into an agreement for this purpose;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. In this agreement, unless the contrary intention appears,

- (a) "Attorney General" - means the Attorney General of the Province,
- (b) "Commissioner" - means the Commissioner of the Royal Canadian Mounted Police,
- (c) "Contract Province" - means a province of Canada which has entered into an agreement with Canada for the policing of that province by the Royal Canadian Mounted Police but does not include the Yukon Territory or the Northwest Territories,
- (d) "Division" - means two hundred and ninety-five (295) members, increased or decreased in accordance with paragraph 8,
- (e) "Fiscal Year" - means the period from the first day of April in one year to the 31st day of March in the next year,
- (f) "Force" - means the Royal Canadian Mounted Police,
- (g) "Member" - means a member of the Royal Canadian Mounted Police or a person appointed by the Commissioner pursuant to Section 8 of the Royal Canadian Mounted Police Act, Chap. 160, R.S.C. 1927 and Chap. 241, R.S.C. 1952, but does not include a member of the Royal Canadian Mounted Police Reserve or a member of the Royal Canadian Mounted Police "Marine" Division,
- (h) "Municipality" - means a city, town or village whether or not organized as such,
- (i) "Province" - means the Province of Nova Scotia, and
- (j) Words in the singular include the plural and vice versa.

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2. Canada shall, for the purposes of this agreement and subject to the terms thereof, provide and maintain a Division within the province at all times during the term of this agreement.

3. The Headquarters of the Division shall be at the city of Halifax in the Province.

4. The Division shall, subject to the terms of this agreement, remain under the control of Canada.

5. The Division shall perform in the Province such duties and render such services as are ordinarily performed by peace officers in aiding the administration of justice and in carrying into effect the laws of the Province.

6. The Officer Commanding the Division shall, for the purposes of this agreement, act under the direction of the Attorney General in aiding the administration of justice in the Province and in carrying into effect the laws of the Province.

7. (1) The Division shall not, without the consent of the Commissioner, be required to perform any police duties in any municipality having a population of more than 1,500.

(2) Upon a request being received from the Attorney General for the policing of a municipality, not over 1,500 population, police duties will be assumed in such municipality as soon as any additional members who may be required in order to meet such request are available.

(3) Notwithstanding subparagraph (1) the Division will, at the request of the Attorney General, carry out specific investigations into criminal matters of an important nature, or perform emergency police duties, anywhere in the province; but in the latter case the duration of the emergency duties shall not in any place exceed thirty days in any period of twelve months without the approval of the Commissioner.

8. The Division shall be increased or decreased at the request of the Attorney General, but

(a) a decrease shall not reduce the Division to a strength less than what is necessary, in the opinion of the Commissioner, to carry out the duties required under this agreement;

(b) Canada shall not be required to increase or decrease the Division until the expiration of one year from the receipt by the Commissioner of a request in writing for an increase or decrease as the case may be; and

(c) Canada shall not be required to fulfill any requested increase, if in the opinion of the Solicitor General for Canada, having regard to other responsibilities and duties of the Force, it is not possible to do so.

9. For the purposes of this agreement Canada shall maintain forty-one (41) detachments of the Force in the Province and shall, on request in writing by the Attorney General addressed to the Commissioner, establish new detachments in the Province and the Province shall, in addition to any other sums payable under this agreement, pay Canada the sum of two thousand dollars (\$2,000.00) in respect of each new detachment in excess of the said forty-one (41) detachments so established.

10. Where, in the opinion of the Attorney General an emergency exists within the Province requiring additional members of the Force to assist in dealing with such emergency, Canada shall, at the request of the Attorney General addressed to the Commissioner, increase the strength of the Division as requested, if in the opinion of the Solicitor General for Canada having regard to other responsibilities and duties of the Force, such increase is possible.

11. Where pursuant to paragraph 10 Canada increases the strength of the Division, the Province shall pay all expenses incurred by Canada by reason of such increase including transportation and maintenance of all additional members of the Force attached to the Division for the purpose of dealing with the emergency.

12. (1) The Province shall pay Canada in respect of each member of the Division an annual sum calculated on the following basis:

(a) In respect of the Fiscal Year commencing the first day of April, 1966, the sum shall be 41% of the average per capita cost of operating and maintaining the Force during the Fiscal Year commencing April 1, 1965.

(b) In respect of each subsequent Fiscal Year in which this agreement continues in force, the percentage of 41 shall be increased by 1 until a maximum of 50% is reached for the fiscal year 1975-6, and each such percentage shall be applied to the average per capita cost of operating and maintaining the Force during the previous Fiscal Year to derive the provincial payment.

(c) The "average per capita cost" shall be calculated in accordance with subparagraph (2).

(2) For the purposes of this agreement the average per capita cost of operating and maintaining the Force during a Fiscal Year shall be the amount that is obtained by dividing the number of members employed pursuant to agreements with Contract Provinces on the last day of such Fiscal Year into the sum that is obtained by adding together all the expenditures made by Canada on account of the Force in respect of such Fiscal Year, and an assessment for pension contributions of forty-five percent (45%) of twelve percent (12%) of the annual payroll of the Force, and subtracting the total of the following items:

- (a) Eighty-five percent (85%) of Royal Canadian Mounted Police Headquarters Division Administration and Operation costs including costs pertaining to equipment;
- (b) All expenditures, including costs pertaining to equipment, incurred by the Force for National Police Services;
- (c) All expenditures, including costs pertaining to equipment, incurred by the Force with respect to the operation and maintenance of the Force in:
  - (i) "A" Division (Eastern Ontario)
  - (ii) "O" Division (Western Ontario)
  - (iii) "C" Division (Quebec)
  - (iv) Northwest Territories and Yukon Territory
  - (v) "Marine" Division
  - (vi) Detachments in Western Ontario that are under "D" Division (Manitoba) for administration purposes;
- (d) All expenditures incurred by the Force for acquisition or construction of land, buildings and works;

- (e) All expenditures for the Corps of Commissionaires in all Contract Provinces;
- (f) Sixty percent (60%) of all expenditures, including costs pertaining to equipment, incurred by the Force in the operation of training establishments;
- (g) Fifty percent (50%) of all expenditures, including costs pertaining to equipment, incurred by the Force in the operation of "Air" Division;
- (h) All expenditures incurred for all pensions, including special pensions to widows and children, statutory pension payments, compensation pensions and pension contributions by the Government of Canada;
- (i) All expenditures incurred by the Force pursuant to agreements entered into by Canada for the policing of municipalities by the Force;
- (j) All expenditures incurred by the Force in connection with civil actions or claims against the Force or a member including any gratuitous payments;
- (k) Revenues received by the Force as a result of its operation in Contract Provinces in respect of the following:
  - (i) Investments,
  - (ii) Deductions from members employed pursuant to agreements with Contract Provinces for quarters, rations, kit and clothing.
  - (iii) Services performed for federal government departments, crown corporations and other federal agencies,
  - (iv) Refunds on previous year's expenditures, and

(v) Any other revenue not included in (i) to (iv) except payments under policing contracts with Contract Provinces and municipalities.

13. Where an increase or decrease in the strength of the Division made pursuant to paragraph 8 results in a member there serving in the Province for a period less than the Fiscal Year, the Province shall pay Canada in respect of that member a sum to be determined by dividing the figure 365 into the annual sum payable by the Province for one member of the Division in the year in which the services commenced, in the case of an increase, or terminated, in the case of a decrease, and multiplying the quotient by the number of days actually served by such member in the fiscal year.

14. In addition to any other amounts payable under the terms of this agreement, the Province shall pay to Canada an annual assessment of one dollar per square foot for forty-five percent of all space, excluding living accommodation, occupied by the Force in federal government buildings and used for law enforcement purposes.

15. (1) Notwithstanding anything in this agreement, members of the Division may retain any fees and allowances allowed under any law to peace officers for work done and services rendered in connection with the administration of justice in the province.

(2) Without restricting the generality of the foregoing, Canada is entitled to receive

(a) any amount that is paid by an accused in respect to costs of transportation and maintenance of the accused by the Force while he is in the custody of the Force; and

- (b) any amount that is paid by an accused in respect of costs of transportation incurred by the Force where an accused, against whom a warrant of commitment has been issued, pays the fine and costs imposed upon him in lieu of imprisonment.

16. Where proceedings, instituted under any Act of the Parliament of Canada, are instituted or conducted by a member of the Force, the proceedings shall, for the purposes of this agreement, be deemed to have been instituted at the instance of the Province within the meaning of the provisions of the Criminal Code relating to the disposition of fines, penalties and forfeitures, if Canada has not otherwise borne any of the costs of prosecution.

17. The Province shall bear, or reimburse Canada for, all expenses incurred by the Division in relation to:

- (a) Any hospitalization, medical examination or treatment, including mental, for any person in the custody of the Force except where the Force is acting in a specific Federal capacity;
- (b) The cost of guards, matrons and meals for any person in the custody of the Force after conviction or committal and before transit to a penal or mental institution except where the Force is acting in a specific Federal capacity.
- (c) Transportation, maintenance, escort, fees and costs for persons required as witnesses in criminal proceedings and proceedings under provincial laws.

- (d) The custody of chattels and exhibits held pursuant to an order of a court, judge, magistrate, justice, or otherwise according to law.
  - (e) Conveyance obtained by members of the Division for an injured person where the cost of the service is not paid by the person or his estate, as the case may be, for whose benefit the service was obtained.
  - (f) The transportation, maintenance and escort of accused persons who are apprehended outside of Canada and who are brought back by members of the Force to the Province for trial.
  - (g) The transportation, maintenance and escort of accused and mentally ill persons undertaken for another police force within the Province, where the expenses are not paid by such other force.
18. (1) Except as otherwise provided in this agreement, Canada shall bear all expenses incurred in the maintenance and operation of the Division.
- (2) Canada shall provide all equipment which, in the opinion of the Commissioner, is necessary to carry out the responsibilities imposed by this agreement.
- (3) Notwithstanding subparagraph (1), Canada is under no obligation to maintain any jails or lock-ups and persons remanded in custody by the court may be placed in jails or lock-ups other than those under the management of the Force, for the duration of such remand, without expense to Canada.
19. (1) All sums payable to Canada under this agreement shall be paid by cheque drawn in favour of the Receiver-General of Canada, and shall be sent by registered mail to the Commissioner, Ottawa, Ontario.
- (2) The provincial payments provided by paragraphs 12, 13 and 14 shall be made semi-annually, the first payment being due on the first day of October, 1966.

(3) The provincial payments provided by paragraphs 9, 11, 15(2) and 17 shall be made within three months from the date a written request for payment is received by the Attorney-General.

20. (1) This agreement shall come into force on the 1st day of April, 1966 and shall continue in force until the 31st day of March, 1976.

(2) Notwithstanding subparagraph (1) this agreement may be terminated on the 31st day of March in any Fiscal Year from 1968-9 to 1974-5, inclusive, by either Party thereto giving the other Party thereto notice of such termination twenty-four months prior to the date of termination.

21. Any notice that is required or permitted under this agreement, to be given by one Party to the other Party, shall be given in writing and shall be communicated as follows:

(a) To Canada, by registered mail, addressed to the Commissioner at Ottawa, Ontario, and

(b) To the Province, by registered mail, addressed to the Attorney-General at Halifax, Nova Scotia.

IN WITNESS WHEREOF the Honourable Lawrence T. Pennell, Q.C., Solicitor General for Canada, has hereunto set his hand on behalf of Canada and the Honourable R.A. Donahoe, Q.C., Attorney-General of Nova Scotia, has hereunto set his hand on behalf of the Province.

SIGNED on behalf of Canada by the Honourable Lawrence T. Pennell, Q.C., Solicitor General for Canada, in the presence of

*L.T. Pennell*  
Solicitor General for Canada

SIGNED on behalf of the Province of Nova Scotia by the Honourable R.A. Donahoe, Q.C., Attorney-General of the Province, in the presence of

*Richard A. Donahoe*  
Attorney-General of the Province of Nova Scotia

*L.T. Pennell*

MEMORANDUM OF AGREEMENT ENTERED INTO THIS *16<sup>th</sup>* DAY OF  
*May* 1966.

BETWEEN: THE GOVERNMENT OF CANADA,  
HEREINAFTER REFERRED TO AS "CANADA"

OF THE FIRST PART

AND: THE GOVERNMENT OF THE PROVINCE OF NOVA SCOTIA  
HEREINAFTER REFERRED TO AS "NOVA SCOTIA"

OF THE SECOND PART:

WHEREAS Section 20 of the Royal Canadian Mounted Police Act provides that the Minister of Justice may, with the approval of the Governor in Council, enter into an arrangement with the Government of any province for the use or employment of the Royal Canadian Mounted Police Force, or any portion thereof, in aiding the administration of justice therein and in carrying into effect the laws in force therein; and may, with the approval of Treasury Board, in any such arrangement, agree upon and determine the amount of money that shall be paid by the province for such services of the Force; and the powers, duties or functions of the said Minister under the said Act have been transferred to the Solicitor General pursuant to the Public Service Re-arrangement and Transfer of Duties Act;

AND WHEREAS Section 22(1) of the Constables Act, being Chapter 48 of the Statutes of Nova Scotia, reads as follows:

"22 (1) The Governor in Council may from time to time enter into an agreement with the Government of the Dominion of Canada for the use or employment of the Royal Canadian Mounted Police Force or any portion thereof in aiding the administration of justice in this Province and in carrying into effect and enforcing the laws of the Legislature thereof. The agreement may contain such terms and conditions as may be agreed upon, including the sum or sums of money to be paid by the Government of this Province to the Government of the Dominion of Canada for such use or employment, and the Governor in Council shall have full power and authority to perform and carry out the agreement."

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MEMORANDUM OF AGREEMENT

ENTERED INTO THIS 16th DAY OF  
March, 1977.

BETWEEN:

THE GOVERNMENT OF CANADA,  
HEREINAFTER REFERRED TO AS "CANADA"

OF THE FIRST PART

AND:

THE GOVERNMENT OF THE PROVINCE OF  
NOVA SCOTIA,  
HEREINAFTER REFERRED TO AS "THE PROVINCE"

OF THE SECOND PART.

PROVINCIAL POLICING AGREEMENT

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

AND WHEREAS Section 5(1) of the Act to Provide for Police Services, being Chapter 17 of the Statutes of Nova Scotia (1969) reads as follows: The Governor in Council may from time to time enter into an agreement or agreements with the Government of Canada for the use or employment of the Royal Canadian Mounted Police Force or any portion thereof in aiding the administration of justice in the Province and enforcing the laws of the Province and any penal laws in force in the Province.

AND WHEREAS Canada and The Province desire to enter into an agreement for this purpose;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. In this agreement, unless the contrary intention appears
  - (a) Attorney General - means the Provincial Minister responsible for law enforcement in the Province,
  - (b) Commissioner - means the Commissioner of the Royal Canadian Mounted Police,
  - (c) Division - means the organizational structure of the Force based in the Province,
  - (d) Fiscal Year - means the period beginning on the first day of April in one year and ending on the 31st day of March in the next year,

- (e) Force - means the Royal Canadian Mounted Police,
- (f) Members - means officers, regular members, special constables and civilian members of the Royal Canadian Mounted Police appointed pursuant to the Royal Canadian Mounted Police Act, R.S.C. 1970, C. R-9 and Regulations made thereunder,
- (g) Municipality - means any city, town, village or hamlet and any organized area designated as such by the laws of the Province,
- (h) Province - means the Province of Nova Scotia,
- (i) Provincial Police Services - means the aggregate of resources, members and support staff of the Force in the Province employed pursuant to this agreement in the enforcement of the Criminal Code, Provincial Statutes and Municipal By-Laws except resources, members and support staff employed primarily in:
- (i) the enforcement of Federal Statutes other than the Criminal Code,
  - (ii) National Police Service,
  - (iii) the maintenance of national security,
  - (iv) providing the security or the protection of Federal Government property,
  - (v) services provided to or on behalf of Federal Government Departments,

(j) Support Staff - means all persons employed by the Force in the Province as public servants and casual employees pursuant to this agreement,

(k) Words in the singular include the plural and vice versa.

2. Canada shall, for the purposes of this agreement and subject to the terms herein, provide and maintain Provincial Police Services within the Province during the term of this agreement.

3. The internal management of the Provincial Police Services, including the administration and application of professional police procedures, shall remain under the control of Canada.

4. (1) The Commanding Officer of the Provincial Police Services shall for the purposes of this agreement act under the direction of the Attorney General in the administration of justice in the Province.

(2) Nothing in this agreement shall be interpreted as limiting in any way the powers of the Attorney General, relating to the administration of justice within the Province.

(3) The Commanding Officer shall provide the Attorney General with information in possession of the Royal Canadian Mounted Police which affects the administration of justice in the Province. This will include information obtained by members employed in Federal duties and shall be provided in a manner and form to be mutually agreed upon between the Commanding Officer and the Attorney General.

5. (1) The Provincial Police Services shall not, without the consent of the Commissioner, be required to perform any police duties in any municipality having a population of more than 1,500.
- (2) Upon a request being received from the Attorney General for policing by Provincial Police Services of a municipality not over 1,500 population, police duties will be assumed in such municipality as soon as such additional members and accommodation as are required for such duties are available.
6. (1) The Provincial Police Services shall be sufficient to ensure that the standard of policing shall not be less than the minimum standard as determined by the Commissioner in consultation with the Attorney General.
- (2) A schedule of Provincial Police Services, listing all members and support service permanent positions by location, shall be provided to the Attorney General as of April 1, 1976 and thereafter on an annual basis at the beginning of each fiscal year.
- (3) The Provincial Police Services may be increased or decreased at the request of the Attorney General, but
- (a) a decrease shall not reduce the Provincial Police Services to a level less than necessary, in the opinion of the Commissioner, to carry out the duties required under this agreement;
- (b) Canada shall increase the Provincial Police Services on a request

in writing from the Attorney General to the Solicitor General for Canada as soon as is possible but in no case beyond the expiration of one year from the date of the request;

(c) Canada shall not be required to fulfill any requested increase where the Solicitor General, in a report to the Attorney General, indicates that in his opinion it is impossible to do so.

7. (1) Numbers and locations of detachments shall be as mutually agreed to by the Attorney General and the Commissioner.
- (2) Additional detachments shall be established by mutual agreement of the Attorney General and the Commissioner, provided that additional members and accommodation are available.
8. (1) Subject to sub-paragraph 2, the Provincial Police Services shall perform the normal duties of peace officers and render such services as are necessary to:
- (a) preserve the peace, prevent crime and offences against the laws of Canada and the laws in effect in the Province, apprehend criminals and offenders and others who may be lawfully taken into custody;
- (b) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the Province, be executed and performed by peace officers.
- (2) Provincial Police Services shall not be required to

perform any non-police functions including the following:

- (a) escort or guard any mental patient or runaway juvenile;
  - (b) act as Crown Prosecutors, Court Orderlies or Magistrates' Clerks;
  - (c) collect any tax, licence fee, fine or issue any licence or notice on behalf of the Province;
  - (d) carry out inspections concerning licences pursuant to any regulatory Acts or By-Laws;
  - (e) conduct drivers' road tests or written examinations, confiscate drivers' or vehicle licences or issue parking meter tags;
  - (f) impound any dogs, cattle or other animals;
  - (g) enforce any Municipal By-Laws which do not relate to law and order, including curfew By-Laws;
  - (h) serve as Registrars of Vital Statistics;
  - (i) serve civil processes;
  - (j) transfer prisoners between Provincial institutions.
- (3) Notwithstanding the foregoing, where non-police functions are now being performed by the Force they will be continued until alternate arrangements can be made by the Province; however, during the first and each succeeding year of this agreement all non-police duties being performed by Provincial Police Services in the Province will be identified by the Commissioner and discussed with the Attorney General with a view to determining and actioning alternatives that appear feasible.

9. Notwithstanding any other provisions in this agreement, the Force will, at the request of the Attorney General, perform

emergency police duties anywhere in the Province but the duration of such duties shall not in any place exceed thirty consecutive days without the express approval of the Commissioner.

10. Where, in the opinion of the Attorney General, an emergency exists within the Province requiring additional members of the Force to assist in dealing with such emergency, the Commissioner shall, at the written request of the Attorney General, increase the strength of the Provincial Police Services as requested if, in the opinion of the Solicitor General for Canada, having regard to the other responsibilities and duties of the Force, such increase is possible.

11. (1) Where, in the opinion of the Commissioner, an emergency exists outside the Province requiring additional members of the Force to deal with such emergency, the Commissioner may, after consultation with the Attorney General, withdraw up to ten percent of the Provincial Police Services to meet such an emergency.
- (2) The Province shall not bear the cost of the pay and expenses incurred by those members performing emergency duties outside the Province.
- (3) Withdrawal of Provincial Police Services in accordance with sub-paragraph (1) shall not exceed thirty days without further consultation with the Attorney General.
12. (1) For the purpose of this agreement the Province shall reimburse Canada in respect of the fiscal year 1976/77 for 52% of the cost of Provincial Police Services in that Province for the fiscal year commencing April 1, 1975 and determined on the basis of calculations outlined in the subsequent provisions of this paragraph, provided that the amount to be paid by the Province is not less than the amount paid by the Province

for the 1975/76 fiscal year. In respect of each subsequent fiscal year in which this agreement continues in effect, the percentage of 52% shall be increased by one percent until a maximum of 56% is reached in the fiscal year 1980/81 and each such percentage shall be applied to the cost of Provincial Police Services as calculated on the basis of cost data pertaining to the previous fiscal year.

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- (2) This cost shall include the following expenditures made by Canada:
- (a) the direct cost of Provincial Police Services in the Province pursuant to this agreement. These costs shall include all operation and maintenance expenditures, including the purchase of equipment up to the amount of \$100,000 per unit, but shall exclude the cost of construction of buildings and the cost of inter-divisional transfers, and be reduced by refunds for expenses which were originally paid as a direct cost;
  - (b) the cost of pension contributions calculated as 12% of pay of members employed in Provincial Police Services;
  - (c) an allocation of those categories of overhead cost incurred to sustain Provincial Police Services determined as follows:
    - (i) the cost of Divisional Headquarters administration, calculated by dividing the total cost of Divisional Headquarters administration in the Division including the pension contribution calculated at 12% of pay

of those members employed on that duty by the total number of members in the Division as of March 31 of the previous fiscal year, excluding Divisional Headquarters administration members, and multiplied by the number of members employed on Provincial Police Services;

- (ii) the cost of recruit training calculated by dividing the total cost of such training, including 12% of members' pay for pension contributions by the total number of members of the Force as of March 31st of the previous fiscal year and multiplied by the number of members employed on Provincial Police Services;
- (d) the cost of accommodation for which the Force is not paying rent shall be calculated by multiplying such space as of March 31st of the previous fiscal year by the rate of \$2.00 per square foot. Such space shall include the gross interior living quarters and operational area of all Federally owned buildings in the Province but exclude:
  - (i) separate married quarters;
  - (ii) buildings occupied exclusively by Federal manpower;
  - (iii) the portion of Division Headquarters administration buildings not occupied by Provincial Police Services as calculated on a ratio basis relative to other occupants;
  - (iv) space occupied by the Innisfail Dog Training Kennels;
  - (v) any other space which, in the future, is not used for Provincial Police Services in the Province;
- (e) An amount equivalent to the straight line amortization of the capital cost of any equipment item costing \$100,000 or more, that is acquired for Provincial Police Services over the estimated life of such equipment not to exceed 10 years.

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- (3) This cost shall exclude expenditures in connection with civil actions, compensation claims and ex-gratia payments.
  - (4) This cost shall be reduced by the revenue received from quarters deductions from members employed in the Provincial Police Services and revenue received from Municipalities for accommodation.
  - (5) The Commissioner shall provide the Attorney General with an annual statement of expenditures and revenue by the Provincial Police Services in a manner and form to be mutually agreed upon.
  - (6) As part of the Budget Planning Cycle, the Commissioner shall consult with the Attorney General on or before October 1st of each year in order to establish the resources, members and support staff required to maintain an adequate level of Provincial Police Services, during the fiscal year commencing eighteen (18) months later.
  - (7) The Commissioner shall submit to the Attorney General on or before November 1st of each year, a statement of the estimated cost, based on the current fiscal year Forecast of Expenditures of Provincial Police Services, to be borne by the Province for the next fiscal year.
  - (8) Upon receiving reasonable notice, the Commissioner shall provide the Attorney General with additional information relating to the cost of Provincial Police Services including overtime.
13. (1) Canada shall supply equipment of a standard and quantity which, in the opinion of the

Commissioner, is necessary to carry out the responsibilities imposed by this agreement.

- (2) Canada is under no obligation to maintain any jails. but, where necessary and convenient to the Force, may hold prisoners in lockups maintained by the Force. The number of lockups presently being maintained by the Force will not be reduced without prior consultation with the Attorney General. Persons remanded in custody by the Court or sentenced to imprisonment may, subject to the discretion of the Force, be placed in Provincial or County jails without cost to Canada for the duration of such remand or sentence.
- (3) In the event of termination of this Agreement, ownership of equipment purchased during the term of this Agreement for Provincial Police purposes may, at the option of the Province, be transferred to them by that Province paying the net market value which shall be the amount remaining after applying the Provincial percentage contribution in the year of purchase to the current market value. Should the Province not wish to acquire ownership then the Federal Government will credit that Province with the net market value which shall be the amount remaining after applying the Federal percentage contribution in the year of purchase to the current market value.
- (4) Equipment having an original cost of \$100,000 or more per unit, which was purchased during the term of this Agreement and subsequently sold or transferred from Provincial Police

Services, and which has a market value, shall result in a credit to the Province determined by applying the Provincial percentage contribution, in effect at the time of purchasing, to the current market value.

14. The Province shall bear all expenses incurred by the Provincial Police Services in relation to:

- (a) hospitalization, medical examination or treatment, including mental, for any person in the custody of the Force except where the Force is acting in a specific Federal capacity;
- (b) transportation, maintenance, escort, fees and costs for persons required as witnesses in Criminal and Civil proceedings and proceedings under Provincial laws;
- (c) conveyance obtained by members of the Force for a disabled, injured, ill or deceased person where the cost of the service is not paid by the person or his estate for whose benefit the service was obtained.

15. Where pursuant to paragraph 10 Canada increases the strength of the Provincial Police Services, the Province receiving such increased help shall pay all expenses, including pay, incurred by reason of such increase including transportation and maintenance of all additional Provincial Police Services.

16. Notwithstanding anything in this agreement, the Force may retain any fees and allowances allowed under any law to peace officers for work done and services rendered in connection with the administration of justice in the Province, which fees shall be remitted in accordance with Section 23 of the Royal Canadian Mounted Police Act.

17. (1) All sums payable to Canada under this agreement shall be paid by cheque drawn in favour of the Receiver General of Canada and shall be

sent by registered mail to the Commissioner, Ottawa, Ontario, or as otherwise directed.

- (2) The Provincial payments required by paragraph 12 shall be made semi-annually, the first payment being due on the first day of October, 1976.
- (3) The Provincial payments required by paragraphs 14 and 15 shall be made within three months from the date a written request for payment is received by the Attorney General from the Division. All sums payable to Canada under this sub-paragraph shall be paid by cheque drawn in favour of the Receiver General of Canada and shall be sent by registered mail to the Division Headquarters.

18. (1) This agreement shall be deemed to have come into force on the first day of April, 1976 and shall continue in force until the thirty-first day of March, 1981. On or after March 31, 1979, and prior to the expiry of this agreement, this agreement may be renewed for an additional five years, upon terms that are mutually agreeable.
- (2) Notwithstanding sub-paragraph (1), this agreement may be terminated on the 31st day of March in any year by either party hereto giving the other party notice of such termination 24 months prior to the date of termination.

19. Any notice that is required or permitted under this agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:

- (a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario, and

(b) to the Province, by registered mail,  
addressed to the Attorney General at  
Halifax, Nova Scotia.

IN WITNESS WHEREOF The Honourable Francis Fox  
\_\_\_\_\_, Solicitor General of Canada, has hereunto set  
his hand on behalf of Canada and the Honourable Leonard L. Pace, Q.C.  
Attorney General of Nova Scotia, has hereunto set his hand on behalf  
of the Province.

SIGNED on behalf of Canada by )  
the Honourable Francis )  
Fox , Solicitor General )  
of Canada in the presence of )

George Vincent )

Francis Fox  
Solicitor General of Canada

SIGNED on behalf of the )  
Province of Nova Scotia )  
by the Honourable Leonard L. )  
Pace, Q.C. , Attorney General )  
for the Province in the )  
presence of Richard A. [unclear] )

Leonard L. Pace  
Attorney General of the  
Province of Nova Scotia



**RCMP GRC**

28

# **PROVINCIAL POLICING AGREEMENT**

Between

THE GOVERNMENT OF CANADA

And

THE PROVINCE OF

NOVA SCOTIA

*PA  
83-06-15  
MPL*

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Canada

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MEMORANDUM OF AGREEMENT

ENTERED INTO THIS 3RD DAY OF  
NOVEMBER, 1981

BETWEEN:

THE GOVERNMENT OF CANADA,  
HEREINAFTER REFERRED TO AS "CANADA"

OF THE FIRST PART

AND:

THE GOVERNMENT OF THE PROVINCE OF NOVA SCOTIA  
HEREINAFTER REFERRED TO AS "THE PROVINCE"

OF THE SECOND PART

PROVINCIAL POLICING AGREEMENT

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

AND WHEREAS Canada and the Province desire to enter into an agreement for this purpose;

AND WHEREAS by P.C. 1981-2706 dated the 24th day of September, 1981, the Governor in Council authorized the Solicitor General of Canada to enter into this agreement with the Government of the Province of Nova Scotia for the use or employment of the RCMP in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. In this agreement, unless the contrary intention appears

- (a) Attorney General - means the Provincial Minister responsible for law enforcement in the Province.
- (b) Commissioner - means the Commissioner of the Royal Canadian Mounted Police,
- (c) Division - means the organizational structure of the Force based in the Province or Territory,
- (d) Fiscal Year - means the period beginning on the First day of April in one year and ending on the 31st day of March in the next year,

- (e) Force - means the Royal Canadian Mounted Police,
- (f) Members - means officers, regular members, special constables and civilian members of the Royal Canadian Mounted Police appointed pursuant to the Royal Canadian Mounted Police Act, R.S.C. 1970, C. R-9 and Regulations made thereunder,
- (g) Municipality - means any city, town, village or hamlet and any organized area designated as such by the laws of the Province,
- (h) Province - means the Province of Nova Scotia,
- (i) Provincial Police Service - means the aggregate of resources, members and support staff of the Force in the Province employed pursuant to this agreement in the enforcement of the Criminal Code, Provincial Statutes and Municipal By-Laws except resources, members and support staff employed primarily in:
- (i) the enforcement of federal statutes other than the Criminal Code,
  - (ii) National Police Services,
  - (iii) the maintenance of national security,
  - (iv) services provided to or on behalf of Federal Government Departments,

- (j) Solicitor General- means the Solicitor General of Canada.
- (k) Support Staff - means all persons employed by the Force in the Province as public servants and casual employees pursuant to this agreement,
- (1) Words in the singular include the plural and vice versa.
2. Canada shall, for the purposes of this agreement and subject to the terms herein, provide and maintain Provincial Police Services within the Province during the term of this agreement.
3. The internal management of the Provincial Police Services, including administration and the application of professional police procedures, shall remain under the control of Canada.
4. (1) The Commanding Officer of the Provincial Police Service shall for the purposes of this agreement act under the direction of the Attorney General in the administration of justice in the Province.
- (2) Notwithstanding the generality of sub-paragraph (1), provincial policing objectives, priorities and goals shall be determined or approved by the Attorney General.
- (3) The Commanding Officer shall implement the objectives, priorities and goals determined or approved by the Attorney General under sub-paragraph (2), including, to the extent practical, the allocation of personnel and equipment reflecting provincial priorities.
- (4) The Commanding Officer shall, from time to time provide the Attorney General with information in possession of the Royal Canadian Mounted Police which affects the administration of justice in the Province. This will include information obtained by members employed in Federal duties and shall be provided in a manner and form to be mutually agreed upon between the Commanding Officer and the Attorney General.

- (5) Nothing in this agreement shall be interpreted as limiting in any way the powers, duties and responsibilities of the Attorney General, relating to the administration of justice within the Province.
5. Any new issue, matter of general concern or dispute arising from this agreement shall be a matter for consultation and resolution between the Solicitor General and the Attorney General in such a manner as they shall see fit.
6. (a) The appointment of a Commanding Officer or C.I.B. officer by the Commissioner shall at the discretion of the Attorney General be preceded by consultation between the Attorney General and Solicitor General.
- (b) The Commanding Officer or C.I.B. officer shall be replaced as soon as practicable after receipt by the Solicitor General of a written request from the Attorney General which satisfies the Commissioner that sufficient cause exists why the officer concerned no longer commands the confidence of the Attorney General and transfer from the position is necessary.
7. (1) The Provincial Police Services shall not, without the consent of the Solicitor General, be required to provide municipal police services in any municipality having a population of more than 1500.
- (2) Upon a request being received from the Attorney General for policing by Provincial Police Services of a municipality not over 1500 population, police duties will be assumed in such municipality as soon as such additional members and accommodation as are required for such duties are available.
- (3) The Attorney General, in consultation with the Commanding Officer, may require the Provincial Police Service from time to time to provide temporary assistance or special expertise to other police agencies of the Province.
- (4) The Attorney General may in consultation with the Commanding Officer, exclude any geographic area or function within a geographic area from the responsibility of the Provincial Police Service, so long as such exclusions do not unreasonably affect the continued provision by Canada of the provincial police service during the term of this agreement. Such exclusions shall be subject to 12 months notice of such intention to the Solicitor General.

8. (1) The Provincial Police Services shall be sufficient to ensure that the standard of policing shall not be less than the minimum standard as determined by the Commissioner in consultation with the Attorney General.
- (2) A schedule of Provincial Police Services, listing all member and support service permanent positions by location, shall be provided to the Attorney General as of April 1, 1961 and thereafter on a quarterly basis.
- (3) The Provincial Police Services may be increased or decreased at the request of the Attorney General, but
- (a) a decrease shall not reduce the Provincial Police Services to a lesser standard of policing than that determined under sub-para. 8(1).
- (b) Canada shall increase the Provincial Police Services on a request in writing from the Attorney General to the Solicitor General of Canada as soon as is possible but in no case beyond the expiration of one year from the date of the request;
- (c) Canada shall not be required to fulfill any requested increase where the Solicitor General, in a report to the Attorney General, indicates that in his opinion it is impossible to do so, unless a formula for the determination of increases in provincial police services has been mutually agreed to by the parties.
- (d) If a formula has been mutually agreed upon, Canada will fulfill all requests in excess of the number provided by the formula where the province agrees to pay 100% of the added costs, as calculated by the terms of this Agreement.
9. (1) Numbers and locations of detachments and major changes to organizational structures except for the location of Divisional Headquarters shall be as mutually agreed to by the Attorney General and the Commissioner.
- (2) Additional detachments shall be established by mutual agreement of the Attorney General and the Commissioner, provided that additional members and accommodation are available.

10. (1) Subject to sub-paragraph 2, the Provincial Police Services shall perform the normal duties of peace officers and render such services as are necessary to
  - (a) preserve the peace, prevent crime and offences against the laws of Canada and the Province, apprehend criminals and offenders and others who may be lawfully taken into custody;
  - (b) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the Province, be executed and performed by peace officers.
- (2) Provincial Police Services shall not be required to perform any non-police functions including the following:
  - (a) escort or guard any mental patient or runaway juvenile;
  - (b) act as Crown Prosecutors, Court Orderlies or Magistrates' Clerks;
  - (c) collect any tax, licence fee, fine or issue any licence or notice on behalf of the Province;
  - (d) carry out inspections concerning licences pursuant to any regulatory Acts or By-Laws;
  - (e) conduct drivers' road tests or written examinations, issue parking meter tickets, confiscate vehicle registrations or plates, confiscate drivers' licenses except where an enactment provides for the roadside suspension of a driver's license by a peace officer.
  - (f) impound any dogs, cattle or other animals;
  - (g) enforce any Municipal By-Laws which do not relate to law and order, including curfew By-Laws;
  - (h) serve as Registrars of Vital Statistics;
  - (i) serve civil processes;
  - (j) transfer prisoners between Provincial institutions.
- (3) Notwithstanding the foregoing, where non-police functions are now being performed by the Force they will be continued until alternative arrangements

can be made by the Province; however, during the first and each succeeding year of this agreement all non-police duties being performed by Provincial Police Services in the Province will be identified by the Commissioner and discussed with the Attorney General with a view to determining and implementing alternatives that appear feasible.

11. Notwithstanding any other provisions in this agreement, the Force will, at the request of the Attorney General, perform emergency police duties anywhere in the Province but the duration of such duties shall not in any place exceed thirty consecutive days without the express approval of the Commissioner.

12. Where, in the opinion of the Attorney General, an emergency exists within the Province requiring additional members of the Force to assist in dealing with such emergency, the Commissioner shall, at the written request of the Attorney General, increase the strength of the Provincial Police Services as requested if, in the opinion of the Solicitor General of Canada, having regard to other responsibilities and duties of the Force, such increase is possible.

13. (1) Where, in the opinion of the Solicitor General, an emergency exists outside the Province requiring additional members of the Force to deal with such emergency, the Solicitor General may, after consultation with the Attorney General, withdraw up to ten percent of the Provincial Police Services to meet such an emergency.

(2) The Province shall not bear the cost of the pay and expenses incurred by those members performing emergency duties outside the Province.

(3) Withdrawal of Provincial Police Services in accordance with sub-paragraph (1) shall not exceed thirty consecutive days without further consultation with the Attorney General.

14. (1) (a) For the purposes of this agreement, the province shall reimburse Canada from April 1, 1981 to December 31, 1981 - 50% of the cost of provincial police services in the province, determined on the basis of calculations outlined in the previous provincial agreement, which expired on March 31, 1981.

14(1)(b) For the purposes of this agreement, the province shall reimburse Canada in respect of the period from January 1, 1982 to March 31, 1982 - 56% of the cost of provincial police services in the province, on the basis of calculations outlined in the subsequent provisions of this paragraph.

(c) In respect of the fiscal year beginning April 1, 1982 to March 31, 1983, the province shall reimburse Canada for 57% of the cost of provincial police services in the province on the basis of calculations outlined in the subsequent provisions of this paragraph.

In respect of each subsequent fiscal year commencing April 1, the percentage of 57% shall be increased by 1% per annum until a maximum of 60% is reached in the fiscal year April 1, 1985 to March 31, 1986.

(d) In respect of the fiscal year beginning April 1, 1986, the province shall reimburse Canada for 62% of the cost of provincial police services in the province, on the basis of calculations outlined in the subsequent provisions of this paragraph.

In respect of each subsequent fiscal year in which this agreement continues in effect, the percentage of 62% shall be increased by 2% per annum until a maximum of 70% is reached in the fiscal year April 1, 1990 to March 31, 1991.

(e) Notwithstanding paragraph 14(1)(b) to (d) inclusive; the amount to be paid to Canada by the province in any year of this agreement shall not be less than the amount paid by the province for the 1980-81 fiscal year.

- (2) The cost referred to in paragraphs 14(1) (b) (c) (d) & (e) shall include the following expenditures made in that fiscal year by Canada:
- (a) the direct cost of Provincial Police Services in the Province pursuant to this Agreement. This cost shall include all operation and maintenance expenditures, including the purchase of equipment, but shall exclude the cost of construction of buildings, the cost of equipment over \$100,000 per unit where the Attorney General has requested that such cost be amortized and the cost of inter-divisional transfers, and be reduced by refunds for expenses which were originally paid as a direct cost;
  - (b) the cost of pension contributions calculated as 12% of pay of members and 6% of pay of public servants employed in Provincial Police Service
  - (c) an allocation of those categories of overhead cost incurred to sustain Provincial Police Services determined as follows:
    - (i) the cost of Divisional Headquarters administration, calculated by dividing the total cost of Divisional Headquarters administration in the Division, including the pension contributions noted in (b), by the total number of members in the Division as of April 1 of that fiscal year, excluding Divisional Headquarters administration members, and multiplied by the number of members employed on Provincial Police Services;
    - (ii) the cost of recruit training calculated by dividing the total cost of such training, including pension contributions, by the total number of members of the Force as of April 1 of that fiscal year and multiplied by the number of members employed on Provincial Police Services;

- 3.2 e
- (d) the cost of accommodation for which the Force is not paying rent shall be calculated by multiplying such space as of April 1st of that fiscal year by the rate of \$5.00 per square foot (\$53.82 per square metre). Such space shall include the gross interior living quarters and operational area of all Federally owned buildings in the Province but exclude:
- (i) separate married quarters;
  - (ii) buildings occupied exclusively by Federal manpower;
  - (iii) the portion of Division Headquarters administration buildings not occupied by Provincial Police Services as calculated on a ratio basis relative to other occupants;
  - (iv) space occupied by the Innisfail Dog Training Kennels;
  - (v) any other space which, in the future, is not used for Provincial Police Services in the Province;
- (e) An amount equivalent to the straight line amortization of the capital cost of any equipment item costing \$100,000 or more, that is acquired for Provincial Police Services, over the estimated life of such equipment not to exceed 10 years together with interest at 10% on the unpaid balance.
- (3) This cost shall exclude expenditures in connection with civil actions, compensation claims and ex-gratia payments.
  - (4) This cost shall be reduced by the revenue received from quarters deductions from members employed in the Provincial Police Services and revenue received from Municipalities for accommodation and revenue received from the disposition of equipment purchased under this agreement.
  - (5) The Commissioner shall provide the Attorney General with an annual statement of expenditures and revenue by the Provincial Police Services in a manner and form to be mutually agreed upon.

- (6) As part of the Budget Planning Cycle, the Commissioner shall consult with the Attorney General on or before October 1st of each year in order to establish the resources, members and support staff required to maintain an adequate level of Provincial Police Services, during the fiscal year commencing eighteen (18) months later.
- (7) The Commissioner shall submit to the Attorney General in a mutually acceptable format:
- (i) on or before October 1st of each year, a statement of the estimated cost of Provincial Police Services to be borne by the province for the next fiscal year, and where requested, the Commissioner shall submit by July 1 all information respecting these costs that may be available at that time.
  - (ii) on or before March 1st of each year, a tentative budget relative to the Direct Cost portion of the total estimated Provincial Police Service cost for the forthcoming fiscal year. The format of the budget shall be such that major categories of cost are identified, including an explanation of all significant changes from the previous year's expenditures. The Attorney General may require the Commanding Officer to provide additional information that may reasonably be considered necessary to support the Provincial Police Service budget.
- (8) Upon receiving reasonable notice, the Commissioner shall provide the Attorney General with additional information relating to the cost of Provincial Police Services including overtime.
15. (1) Canada shall supply equipment of a standard and quantity which is necessary to carry out the responsibilities imposed by this agreement.
- (2) Canada is under no obligation to maintain any jails but, where necessary and convenient to the Force, may hold prisoners in lockups maintained by the Force. The number of lockups presently being maintained by the Force will not be reduced without prior consultation with the Attorney General. Persons

remanded in custody by the Court or sentenced to imprisonment may, subject to the discretion of the Force, be placed in Provincial or County jails without cost to Canada for the duration of such remand or sentence.

(3) In the event of the expiry or termination of this Agreement, ownership of equipment purchased during the term of this Agreement for Provincial Police purposes may, at the option of the Province, be transferred to it by the Province paying the net market value which shall be the amount remaining after applying the average Provincial percentage contribution, over the period of use, to the current market value. Should the Province not wish to acquire ownership of equipment not subject to amortization, the Federal Government will credit the Province with the net market value which shall be the amount remaining after applying the average Federal percentage contribution, over the period of use, to the current market value.

(4) Equipment having an original cost of \$100,000 or more per unit, which was purchased during the term of this Agreement and subsequently sold or transferred from Provincial Police Services, and which has a market value, shall result in a credit to the Province determined by applying the average Provincial percentage contribution, over the period of use, to the current market value.

16. The Province shall bear all expenses incurred by the Provincial Police Services in relation to:

- (a) hospitalization, medical examination or treatment, including mental, for any person in the custody of the Force except where the Force is acting in a Federal capacity;
- (b) transportation, maintenance, escort, fees and costs for persons required as witnesses in Criminal and Civil proceedings and proceedings under Provincial laws;
- (c) conveyance obtained by members of the Force for a disabled, injured, ill or deceased person where the cost of the service is not paid by the person or his estate for whose benefit the service was obtained.

17. Where pursuant to paragraph 12 Canada increases the strength of the Provincial Police Services, the Province receiving such increased help shall pay all expenses, including pay, incurred by reason of such increase including transportation and maintenance of all additions to Provincial Police Services.

18. Notwithstanding anything in this agreement, the Force may retain any fees and allowances allowed under any law to peace officers for work done and services rendered in connection with the administration of justice in the Province, such fees shall be remitted in accordance with Section 23 of the Royal Canadian Mounted Police Act.

19. All sums payable to Canada under this Agreement shall be paid by cheque drawn in favour of the Receiver General of Canada and such payments shall be invoiced quarterly, namely as of the 1st day of July, October, January and the 31st day of March of the fiscal year, based on expenditures incurred during the preceding three months.

- (1) Payments made pursuant to para. 14 shall be made within 60 days from the date a written request for payment is received by the Attorney General (and shall be sent by registered mail to the Commissioner, Ottawa or as otherwise directed).
- (2) Payments made pursuant to para. 16 shall be made within 60 days from the date a written request for payment is received by the Attorney General and shall be sent by registered mail to the Division Headquarters.
- (3) Any deficiency or overpayment by the province shall be paid or credited, as the case may be in the first quarterly billing of the succeeding fiscal year and where requested, the province shall receive, prior to May 15 of that year, a statement estimating the deficiency or overpayment to be adjusted.

20. On or after March 31, 1989 and prior to the expiry of this agreement, this agreement may be renewed for an additional period, upon terms that are mutually agreeable.

21. (1) This agreement shall be deemed to have come into force on the first day of April, 1981 and shall continue in force until the thirty-first day of March, 1991.
- (2) Notwithstanding sub-paragraph (1), this agreement may be terminated on the 31st day of March in any year by either party hereto giving the other party notice of such termination 24 months prior to the date of termination.

22. Any notice that is required or permitted under this agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:

(a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario, and

(b) to the Province, by registered mail, addressed to the Attorney General at Halifax, Nova Scotia.

23. Pursuant to Section 20 of the Senate and House of Commons Act, it is an express condition of this agreement that no member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

IN WITNESS WHEREOF The Honourable  
Bob Kaplan, P.C., M.P., Solicitor General of Canada,  
has hereunto set his hand on behalf of Canada and the  
Honourable Henry How, Q.C., Attorney General of Nova  
Scotia has hereunto set his hand on behalf of the  
Province.

SIGNED on behalf of Canada by )  
the Honourable Bob Kaplan, )  
P.C., M.P., Solicitor General )  
of Canada in the presence of )

*[Signature]*

*[Signature]*  
Solicitor  
General of  
Canada

SIGNED on behalf of the Province )  
of Nova Scotia by the )  
Honourable Henry How, Q.C., )  
Attorney General for the )  
Province in the presence of )

*[Signature]*

*[Signature]*  
Attorney  
General of the  
Province of  
Nova Scotia



MUNICIPAL POLICING AGREEMENT

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

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

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

AND WHEREAS by P.C. 1981-2706 dated the 24th day of September, 1981, the Governor in Council authorized the Solicitor General of Canada to enter into this agreement with the Province of Nova Scotia for the use or employment of the RCMP in aiding the administration of justice in the Municipality and in carrying into effect the laws in force therein;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. In this agreement, unless the contrary intention appears
  - (a) Attorney General - means the Provincial Minister responsible for law enforcement in the Province.

- (b) Chief Executive - means the Mayor, Reeve, Warden or other head of the Municipal Government, however designated.
- (c) Commissioner - means the Commissioner of the Royal Canadian Mounted Police.
- (d) Division - means the organizational structure of the Force based in the Province or Territory,
- (e) Fiscal Year - means the period beginning on the First day of April in one year and ending on the 31st day of March in the next year,
- (f) Force - means the Royal Canadian Mounted Police,
- (g) Furnished - means supplied with office furniture such as desks, chairs, filing cabinets, bookcases and tables but does not include office machines such as typewriters, adding machines, calculators, dictating equipment and copying equipment,
- (h) Members - means officers regular members, special constables and civilian members of the Royal Canadian Mounted Police appointed pursuant to the Royal Canadian Mounted Police Act, R.S.C. 1970, C. R-9 and Regulations made thereunder,
- (i) Municipal Agreement - means an arrangement, pursuant to Section 20 of the Royal Canadian Mounted Police Act, for the policing by the Force of a specific Municipality,
- (j) Province - means the Province of

- (k) **Municipal Police Service** - means the aggregate of resources and members of the Force in the Municipality employed pursuant to this agreement in the enforcement of the Criminal Code, Provincial Statutes and Municipal By-Laws except resources, members and support staff employed primarily in:
- (i) the enforcement of federal statutes other than the Criminal Code,
  - (ii) National Police Services,
  - (iii) the maintenance of national security,
  - (iv) services provided to or on behalf of Federal Government Departments,
- (l) **Solicitor General**- means the Solicitor General of Canada.
- (m) **Unit** - means the members of the Royal Canadian Mounted Police designated by Canada to police the Municipality under this Agreement,
- (n) Words in the singular include the plural and vice versa.
2. (1) The internal management of the Municipal Police Services, including administration and the application of professional police procedures, shall remain under the control of Canada.
- (2) Nothing in this agreement shall be interpreted as limiting in any way the powers, duties and responsibilities of the Attorney General relating to the administration of justice within the province.
3. The member in charge of the Unit shall:
- (a) in enforcing By-Laws of the Municipality, act under the lawful direction of the Chief Executive of the Municipality, or such person as may be designated in writing for...

- (b) report as often as requested to the Chief Executive of the Municipality, or to such person as may be designated in writing for this purpose by the Chief Executive, on the subject of law enforcement in the Municipality.
4. (1) Subject to sub-paragraph 2, the Unit shall perform in the Municipality the normal duties of peace officers and render such services as are necessary to
- (a) preserve the peace, prevent crime and offences against the laws of Canada, and the laws in effect in the province and municipality, apprehend criminals and offenders and others who may be lawfully taken into custody;
  - (b) 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;
- (2) The Unit shall not be required to perform any non-police functions including the following:
- (a) escort or guard any mental patient or runaway juvenile;
  - (b) act as Crown Prosecutors, Court Orderlies or Magistrates' Clerks;
  - (c) collect any tax, license fee, fine or other monies, or sell or issue any license or notice on behalf of the Municipality;
  - (d) carry out inspections concerning licenses pursuant to any regulatory Act or By-Laws;
  - (e) carry out inspections relating to health, sanitation, or fire prevention;
  - (f) impound any dogs, cattle or other animals or enforce curfew by-laws;
  - (g) serve civil processes;
  - (h) issue parking meter tickets;
- (3) Notwithstanding the foregoing, where non-police functions are now being performed by the Force they will be continued until alternative arrangements can be made by the Municipality. During

the first and each succeeding year of this agreement all non-police duties being performed by Municipal Police Services in the Province will be identified by the Commissioner and discussed with the Attorney General with a view to determining and implementing alternatives that appear feasible.

5. Any new issue, matter of general concern or dispute arising from this agreement shall be a matter for consultation and resolution between the Solicitor General and the Attorney General in such a manner as they shall see fit.
6. (1) The Municipal Police Services shall be sufficient to ensure that the standard of policing shall not be less than the minimum standard as determined by the Commissioner in consultation with the Attorney General.  
(2) For the purposes of this agreement, the Unit shall consist of 8 members, and may be increased or decreased at the request of the Municipality, but:
  - (a) a decrease shall not reduce the Unit to a strength less than necessary, in the opinion of the Commissioner, to carry out the duties required under this agreement;
  - (b) Canada shall increase the Municipal Police Services on a request in writing from the Chief Executive of the Municipality to the Solicitor General of Canada as soon as is possible but in no case beyond the expiration of one year from the date of the request;
  - (c) Canada shall not be required to fulfill any requested increase where the Solicitor General, in a report to the Chief Executive, indicates that in his opinion it is impossible to do so, unless a formula for the determination of increases in municipal police services has been mutually agreed to by the parties.
  - (d) If a formula has been mutually agreed upon, Canada will fulfill all requests in excess of the number provided by the formula where the municipality agrees to pay 100% of the added costs, as calculated by the terms of this Agreement.
- (3) Subject to the discretion of the Commissioner, members shall not be replaced when attending training courses, on annual leave, or when ill

except where such illness results in a member's absence in excess of thirty consecutive days;

- (4) A person charged with or convicted of an offence committed within the Municipality may be escorted to the place of trial or institution where his sentence is to be served, as the case may be, by a member of the Unit, and the Municipality shall not be entitled to any reimbursement for the loss of service of the member thereby incurred.
7. In the event that the Municipality desires the removal of any particular member of the Unit, a request for such removal, in writing, together with the reasons therefore, shall be forwarded by the Chief Executive of the Municipality to the Commissioner, who shall give such request full consideration, and the Commissioner's decision thereon shall be final.
8.
  - (1) When in the opinion of the Commissioner, an emergency exists outside the Municipality, but within the Province the Unit may be temporarily reduced, with minimum police services to be provided on a reciprocal basis by members from other Municipal units or from the Provincial Police Services. Such reduction shall not affect the financial arrangement unless a member is withdrawn for a period in excess of thirty days;
  - (2) Where, in the opinion of the Commissioner, an emergency exists outside the Province requiring additional members of the Force to deal with such emergency, the Commissioner may, after consultation with the Attorney General, and advice to the Chief Executive of the Municipality, withdraw up to ten percent of the Municipal Police Services to meet such an emergency;
  - (3) The Municipality shall not bear the costs of the pay and expenses incurred by those members performing emergency duties outside the Province;
  - (4) Withdrawal of Municipal Police Service in accordance with paragraph 8(2) shall not exceed 30 consecutive days without further consultation with the Attorney General and advice to the Chief Executive of the Municipality.
9. (1) The Municipality shall provide and maintain at the request and to the satisfaction of the Commissioner, without cost to Canada, for the use of the Unit, the following facilities, namely;

- (a) furnished, heated and lighted office accommodation and janitor service together with telephone and water supply;
  - (b) heated and lighted jail cell accommodation together with bedding and water supply; and
  - (c) heated, when necessary, and lighted garage space;
- (2) In the event that Canada provides and maintains for the use of the Unit any or all of the facilities mentioned in subparagraph (1), the Municipality shall pay Canada an amount which, in the opinion of the Commissioner, the Municipality would reasonably have been required to spend if it had provided comparable facilities.
10. (1) The Municipality shall bear all expenses incurred by the Municipal Police Services in relation to:
- (a) hospitalization, medical examination or treatment, including mental, for any person in the custody of the Force except where the Force is acting in a specific Federal capacity;
  - (b) transportation, maintenance, escort, fees and costs for persons required as witnesses in criminal and civil proceedings and proceedings under Provincial laws;
  - (c) conveyance obtained by members of the Force for a disabled, injured, ill or deceased person, where the cost of the service is not paid by the person or his estate, for whose benefit the service was obtained;
  - (e) services of a solicitor to assist in conducting any prosecution for an offence alleged to have been committed within the Municipality;
- unless the Province accepts responsibility for these expenses;
- (2) The Municipality shall provide, without cost to Canada, stenographers and such other necessary support staff who meet the job and related requirements as determined by the Commissioner.
11. (1) Canada shall supply equipment of a standard and quantity which, in the opinion of the Commissioner, is necessary to carry out the responsibilities imposed by this Agreement;

- (2) In the event of termination of this Agreement, ownership of equipment purchased during the term of this Agreement for Municipal Police purposes may, at the request of the Municipality and with approval of the Commissioner, be transferred to them by that Municipality paying the net market value which shall be the amount remaining after applying the average Municipal percentage contribution, over the period of use, to the current market value. Should the Municipality not acquire ownership of equipment not subject to amortization, the Federal Government will credit that Municipality with the net market value which shall be the amount remaining after applying the average Federal percentage contribution, over the period of use, to the current market value;
- (3) Equipment having an original cost of \$100,000 or more per unit, which was purchased during the term of this Agreement and subsequently sold or transferred from Municipal Police Services, and which has a market value, shall result in a credit to the Municipality determined by applying the average Municipal percentage contribution, over the period of use, to the current market value.

- 12.(1)(a) For the purposes of this agreement, a municipality under 15,000 population shall reimburse Canada from April 1, 1981 to December 31, 1981 - 56% of the cost of municipal police services in the municipality, determined on the basis of calculations outlined in the previous municipal agreement, which expired on March 31, 1981.
- (b) For the purposes of this agreement, the municipality shall reimburse Canada in respect of the period from January 1, 1982 to March 31, 1982 - 56% of the cost of municipal police services in the municipality, on the basis of calculations outlined in the subsequent provisions of this paragraph.
- (c) In respect of the fiscal year beginning April 1, 1982 to March 31, 1983, the municipality shall reimburse Canada for 57% of the cost of municipal police services in the municipality on the basis of calculations outlined in the subsequent provisions of this paragraph.

In respect of each subsequent fiscal year commencing April 1, the percentage of 57% shall be increased by 1% per annum until a maximum of 60% is reached in the fiscal year April 1, 1985 to March 31, 1986.

- (d) In respect of the fiscal year beginning April 1, 1986, the municipality shall reimburse Canada for 62% of the cost of municipal police services in the municipality, on the basis of calculations outlined in the subsequent provisions of this paragraph.

In respect of each subsequent fiscal year in which this agreement continues in effect, the percentage of 62% shall be increased by 2% per annum until a maximum of 70% is reached in the fiscal year April 1, 1990 to March 31, 1991.

- (e) Notwithstanding paragraph 12(1)(a) to (d) inclusive, the amount to be paid, excluding overtime, to Canada by the municipality in any year of this agreement shall not be less than the amount paid by the municipality for the 1980-81 fiscal year. Where personnel strength is reduced, the Municipality shall not pay less than it would have paid for the reduced number of members in 1980-81.
- (f) For those municipalities with over 15,000 population, the municipality shall reimburse Canada, in respect of the period beginning April 1, 1981 to December 31, 1981, for 81% of the cost of municipal police services in the municipality on the basis of calculations outlined in the previous municipal agreement which expired on March 31, 1981.
- (g) In respect of the period from January 1, 1982 to March 31, 1982, the municipality shall reimburse Canada for 81% of the cost of municipal police services in the municipality on the basis of calculations outlined in the subsequent provisions of this paragraph.
- (h) In respect of the fiscal year beginning April 1, 1982 to March 31, 1983, the municipality shall reimburse Canada for 82% of the cost of municipal police services in the municipality on the basis of calculations outlined in the subsequent provisions of this paragraph.

In respect of each subsequent fiscal year commencing April 1, in which this agreement continues in effect, the percentage of 82% shall be increased by 1% per annum until a maximum of 90% is reached in the fiscal year April 1, 1990 to March 31, 1991.

- (1) In determining whether the under-15,000 municipal population or over-15,000 population rate will apply, municipalities will be assigned a rate category according to the 1981 and 1986 census, such assignment to take effect April 1, 1981 and April 1, 1986 respectively.
- (2)(a) For the purpose of this Agreement, the average cost per member of maintaining and operating municipal police services in municipalities under 15,000 population shall be determined on the basis of the total expenditure, excluding overtime, made by Canada to provide municipal police services in all such municipalities being policed by the Force in the Province, calculated in accordance with the subsequent provisions of this paragraph, and divided by the average number of members employed during the fiscal year who carry out municipal police services in such municipalities.
- (b) For the purpose of this Agreement, the cost of maintaining and operating municipal police services in municipalities over 15,000 population shall be determined on the basis of the total expenditure, excluding overtime, made by Canada to provide municipal police services to the municipality being policed by the Force in the Province, calculated in accordance with the subsequent provisions of this paragraph.
- (3) The cost referred to in sub-paragraphs 1 and 2 above shall include the following expenditures made in that fiscal year by Canada:
  - (a) the cost, excluding overtime, of Municipal Police Services, that are attributable to the performance of those duties pursuant to this Agreement. These costs shall include all operation, maintenance and purchase of equipment but shall exclude the cost of equipment over \$100,000 per unit where the Chief Executive has requested that such cost be amortized, and the cost of transfers to or from municipalities.

- (b) the cost of pension contributions calculated as 12% of pay of members and 6% of pay of public servants employed in the Municipal Police Services;
  - (c) an allocation of those categories of overhead cost incurred to sustain Municipal Police Services multiplied by the number of members employed in the Municipal Police Services, and determined as follows:
    - (i) the average cost per member of Divisional Headquarters administration, calculated by dividing the total cost of Divisional Headquarters administration in the Division, including the pension contributions noted in (b), by the total number of members in the Division as of April 1 of that fiscal year, excluding Divisional Headquarters administration manpower;
    - (ii) the average cost per member of recruit training calculated by dividing the total cost of such training, including pension contributions noted in (b), by the total number of members of the Force as of April 1 of that fiscal year;
  - (d) expenses for Municipal prisoners, at joint Municipal/Provincial Detachments;
  - (e) An amount equivalent to the straight line amortization of the capital cost of any equipment item costing \$100,000 or more, that is acquired for Municipal Police Services, over the estimated life of such equipment not to exceed 10 years together with interest at 10% on the unpaid balance.
- (4) This cost shall exclude expenditures in connection with civil actions, compensation claims and ex-gratia payments.
- (5) Notwithstanding any other provisions in paragraph 12, the Municipality shall reimburse Canada at the percentage rate stated in sub-paragraph (1), in respect of overtime costs incurred in the Municipality during the current fiscal year;

13. The Commissioner shall provide the Attorney General with an annual statement of expenditures and revenue by the Municipal Police Services in a manner and form to be mutually agreed upon.
14. As part of the Budget Planning Cycle, the Commissioner shall consult with the Chief Executive on or before October 1st of each year in order to establish the resources, members and support staff required to maintain an adequate level of Municipal Police Services, during the fiscal year commencing eighteen (18) months later.
15. The Commissioner shall submit to the Chief Executive in a mutually acceptable format:
  - (i) on or before October 1st of each year, a statement of the estimated cost of Municipal Police Services to be borne by the municipality for the next fiscal year, and where requested, the Commissioner shall submit by July 1 all information respecting these costs that may be available at that time.
  - (ii) on or before March 1st of each year, a tentative budget relative to the Direct Cost portion of the total estimated Municipal Police Service cost for the forthcoming fiscal year. The Attorney General may require the Commanding Officer to provide additional information that may reasonably be considered necessary to support the Municipal Police Service budget.
16. Upon receiving reasonable notice, the Commissioner shall provide the Chief Executive with additional information relating to the cost of Municipal Police Services including overtime.
17. Where an increase or decrease in the strength of the Unit, pursuant to paragraph 6, results in a member thereof serving the Municipality for a period less than a fiscal year, the Municipality shall pay Canada in respect of the member a sum to be determined by dividing the figure 365 into the annual sum payable by the Municipality for one member of the Unit and multiplying the result by the number of days actually served by that member.
18. Notwithstanding anything in this agreement, the Force may retain any fees and allowances allowed under any law to peace officers for work done and services rendered in connection with the administration of justice in the Province, such fees shall be remitted in accordance with Section 23 of the Royal Canadian Mounted Police Act.

19. All sums payable to Canada under this Agreement shall be paid by cheque drawn in favour of the Receiver General of Canada and such payments shall be invoiced quarterly, namely as of the 1st day of July, October, January and the 31st day of March of the fiscal year, based on expenditures incurred during the preceding three months.
- (1) Payments made pursuant to para. 12 shall be made within 60 days from the date a written request for payment is received by the Municipality (and shall be sent by registered mail to the Commissioner, Ottawa or as otherwise directed).
  - (2) Any deficiency or overpayment by the municipality shall be paid or credited, as the case may be in the first quarterly billing of the succeeding fiscal year and where requested, the municipality shall receive, prior to May 15 of that year, a statement estimating the deficiency or overpayment to be adjusted.
20. Notwithstanding any other term of this Agreement, Canada shall have the right, in the event of default being made by the Municipality in payment of all or any part of any sums of money due under this Agreement, to cancel the Agreement without notice at any time after a period of three months from the date of such default.
21. On or after March 31, 1989 and prior to the expiry of this agreement, this agreement may be renewed for an additional period, upon terms that are mutually agreeable.
22. (1) This agreement shall be deemed to have come into force on the first day of April, 1981 and shall continue in force until the thirty-first day of March, 1991
- (2) Notwithstanding sub-paragraph (1), this agreement may be terminated on the 31st day of March in any year by either party hereto giving the other party notice of such termination 24 months prior to the date of termination.

23. Any notice that is required or permitted under this agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:

- (a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario, and
- (b) to the Municipality, by registered mail, addressed to the Chief Executive at the Municipality's principal place of business.
- (c) to the Province, by registered mail, addressed to the Attorney-General at Halifax, Nova Scotia.

24. Pursuant to section 20 of the Senate and House of Commons Act, it is an express condition of this agreement that no member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

IN WITNESS WHEREOF The Honourable Bob Kaplan, P.C., M.P., Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Municipality has caused its corporate seal to be hereunto attached, duly attested by the hands of its proper officers in that behalf.

SIGNED on behalf of Canada by )  
the Honourable Bob Kaplan, P.C., )  
M.P., Solicitor General of )  
Canada )

this \_\_\_\_ day of \_\_\_\_\_ 19 )  
in the presence of \_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
Solicitor  
General of  
Canada

SIGNED on behalf of the \_\_\_\_\_ )  
of \_\_\_\_\_ in the province )  
of Nova Scotia )  
and its corporate seal attached )  
this \_\_\_\_ day of \_\_\_\_\_ )  
19 , in the presence of \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
Mayor etc.