
PROVINCE OF ALBERTA

PROVINCIAL POLICE SERVICE AGREEMENT

April 1, 2012

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Memorandum of Agreement

BETWEEN:

CANADA,

AND

ALBERTA.

Introduction

Whereas:

- A. Canadians place a high priority on living in a safe and secure society. They look to their governments, at all levels, to provide the leadership required to develop programs and policies that reduce the risk of crime. To meet these expectations, provincial, territorial, and federal governments work together to provide a society that is reflective of Canadian values - a society in which the incidents of crime are reduced and when they do occur are investigated effectively and efficiently. One of the components of a safe Canadian society is policing services that are professional and responsive to community needs.
 - B. The Royal Canadian Mounted Police (RCMP), Canada's national police force, maintains a strong and vital federal presence in all Provinces and Territories. Additionally the RCMP, through the police service agreements provides police services to eight Provinces, three Territories, and to a large number of Municipalities. The police service agreements provide a professional, cost effective policing model that: is responsive to the Province, Territory, or Municipality within which it operates; fosters seamless cooperation between all levels of policing; facilitates the sharing of intelligence; and promotes innovation. The police service agreements afford Canada the benefit of maintaining a federal policing presence across the country; a presence that is deployable and has the capacity to respond to national events that are beyond the policing capacity of Provinces, Territories, Municipalities, or Canada to address alone.
 - C. The RCMP, built on a foundation of well-trained police officers and non-police personnel, using proven policing techniques, is well placed to aid in the administration of justice in the Provinces and Territories and in carrying into effect the laws in force therein;
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Authorities

D. The Parties recognize that:

- (i) Alberta has the constitutional jurisdiction over the administration of justice which includes the responsibility for policing,
- (ii) the RCMP is a federal entity and matters relating to the control, management, and administration of the RCMP are within exclusive federal jurisdiction, and
- (iii) the Commissioner of the Royal Canadian Mounted Police, under the direction of the Federal Minister, has the control and management of the RCMP and all matters connected therewith;

E. Section 21 of Alberta's *Police Act* c.P-17 RSA 2000, as amended, provides that the Provincial Minister may, with the approval of the Lieutenant Governor in Council, enter into, execute and carry out an agreement with Canada authorizing the Royal Canadian Mounted Police to carry out the powers and duties of the provincial police service;

F. Section 20 of the *Royal Canadian Mounted Police Act* provides that the Federal Minister 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 RCMP or any portion thereof, in aiding the administration of justice in the province and in carrying into effect the laws in force therein;

G. The RCMP acting under this Agreement as the Provincial Police Service aids the province in the administration of justice by implementing the provincial policing objectives, priorities and goals as determined by the Provincial Minister;

H. Canada and Alberta recognize that through this Agreement a relationship with respect to provincial policing is established in the Province, built on consultation between Canada and Alberta, characterized by respecting each other's constitutional responsibilities and by responding to each other's needs, all in a manner that recognizes the evolving nature of law enforcement.

Mutual Benefits

I. Contract policing is recognized as an effective national policing model to address the cross jurisdictional (i.e., municipal, provincial, territorial, national and international) and evolving nature of crime. Canada and Alberta receive benefits from the RCMP acting as the provincial police service by:

- (i) facilitating the flow of intelligence between all levels of policing,
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- (ii) having a direct connection, through the RCMP, between municipal, provincial, territorial, national and international policing that is important to modern policing and security of provincial infrastructure and communities,
- (iii) promoting Canadian sovereignty through the RCMP presence across Canada including in isolated communities and at Canada's borders,
- (iv) having RCMP members available for redeployment,
- (v) sharing the costs and use of common police and administrative services, and
- (vi) having a professional, efficient and effective police service that reflects reasonable expenses for operating and maintaining a police service.

Implementation

- J. Canada and Alberta are committed to working together towards the common goal of providing a professional, efficient and effective police service committed to aiding in the administration of justice in the Province and carrying into effect the laws in force therein; and in furtherance of these goals, this Agreement will be implemented in a manner that:
- (i) ensures meaningful engagement among Alberta, the RCMP and the Department regarding substantive decisions affecting the quality and cost of Provincial Police Service within the Province,
 - (ii) respects the need to be responsive to changing policing requirements and can accommodate potential changes including those in relation to policing policies, strategies, methodologies, models, and police review and complaint mechanisms that may arise during the term of the Agreement,
 - (iii) ensures the RCMP provides information, explanations and responds to Alberta in respect of the Provincial Police Service provided in the Province and the costs of the Provincial Police Service,
 - (iv) promotes the principles of public trust, transparency and accountability.

Authorizing Orders

- K. By Order in Council P.C.2011-895 dated August 18, 2011, the Governor in Council authorized the Minister of Public Safety and Emergency Preparedness to enter into this Agreement on behalf of the Government of Canada;
- L. By Order in Council number 109/2011 dated March 23, 2011, the Lieutenant Governor in Council authorized the Solicitor General and Minister of Public Security of Alberta to enter into this Agreement on behalf of the Government of Alberta;

NOW, THEREFORE, in consideration of their respective obligations set out below, the Parties hereto agree as follows:

ARTICLE 1.0 INTERPRETATION

- 1.1 In this agreement each of the following terms will, unless the context otherwise requires, have the meaning set out beside it:
- a) “Accounts” has the meaning given to it in subarticle 11.8;
 - b) “Accommodations Program Charge” means:
 - i) in respect of the Fiscal Year beginning April 1, 2012, the amount set out in paragraph 12.13;
 - ii) in respect of Fiscal Years beginning April 1, 2017, April 1, 2022, and April 1, 2027, the amount established in accordance with subarticle 12.16; and
 - iii) in respect of all other Fiscal Years of this Agreement, the amounts established in accordance with subarticle 12.14.
 - c) “Applicable CRF Lending Rate” means the rate of interest approved by the Minister of Finance for Canada, in the month that an item of Equipment - Type A is purchased, for amortized loans from the Consolidated Revenue Fund for Canada equal to the period of amortization set for item of Equipment - Type A under subparagraph 11.2(b)(x);
 - d) “Attorney General” means the provincial minister responsible for the administration of justice within the Province;
 - e) “Building” means any building, structure, improvement and other fixture on, above or below the surface of the land, that is administered, acquired or constructed by Canada and used by Canada to provide and maintain a Provincial Police Service within the Province during the term of this Agreement, but does not include any Living Quarters or any divisional or regional headquarter buildings. For greater certainty, a Building will be considered to have been acquired or constructed in the Fiscal Year in which it becomes available for use by the Service;
 - f) “Commanding Officer” means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;
 - g) “Commissioner” means the Commissioner of the Royal Canadian Mounted Police;
 - h) “Companion Document” means the [2012 Police Service Agreement Interpretation and Administrative Procedures Guide], the initial version of which is dated the ___ day of ____, 20__ and was initialled for identification by the co-chairs of the Contract Management Committee;
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- i) "Comparable Police Services" means those police services selected, from time to time, by the RCMP Pay Council or its successors, or such other police services as may, from time to time, be agreed in writing between the Parties;
 - j) "Criminal Operations Officer" means the officer of the RCMP appointed by the Commissioner to supervise criminal operations in the Service under the overall direction of the Commanding Officer;
 - k) "Department" means the department over which the Federal Minister presides;
 - l) "Detachment" means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;
 - m) "Detachment Commander" means the employee in charge of a Detachment who manages its physical, financial and human resources;
 - n) "Directed Review" means a documented evidence-based analysis of the efficiency, effectiveness, relevance, performance or compliance of the Service or the policing services provided under this Agreement;
 - o) "Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;
 - p) "Earned Retirement Benefit" means an allowance that is earned and accumulated over time and then paid out in a lump sum to the member upon retirement;
 - q) "Emergency" means an urgent and critical situation of a temporary nature that requires a deployment of additional police resources to maintain law and order, keep the peace or protect the safety of persons, property or communities;
 - r) "Equipment" means, at a minimum, all property other than land and buildings whether purchased, leased, constructed, developed or otherwise acquired, and includes Equipment - Type A and Equipment - Type B;
 - s) "Equipment - Type A" refers to Equipment acquired on a non-recurring or extraordinary basis such as specialized motor vehicles, ships and other watercraft, aircraft of any kind, whether manned or un-manned, identification systems, telecommunication and other communication systems including radio towers and related assets that may be affixed to real property;
 - t) "Equipment - Type B" refers to Equipment acquired on an annual or recurring basis such as standard police cruisers, radio and computer equipment, security and investigational equipment such as identification devices, firearms, photographic devices and systems, and technology and other licensing fees;
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- u) “External Review Committee” means the Committee that is defined in the *Royal Canadian Mounted Police Act*;
 - v) “Fair Market Value” or “FMV” means an amount equal to the fair market value as determined by an independent appraisal obtained by Canada;
 - w) “Federal Minister” means the federal Minister responsible for the Royal Canadian Mounted Police;
 - x) “Fiscal Year” means the period beginning on April 1 in any year and ending on March 31 in the next year;
 - y) “Full Time Equivalent Utilization” or “FTE Utilization” is the total number of work days spent by an individual utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year divided by the total number of work days contained in that Fiscal Year;
 - z) “Living Quarters” includes any dormitory, room in residence, apartment, house or other living space that is not part of a detachment building and that is owned by Canada or leased by the RCMP for Members;
 - aa) “Major Event” means an event of national or international significance that is planned in advance, within Canada, that requires additional police resources and for which the overall responsibility for security rests with Canada;
 - bb) “Member” means any member of the RCMP 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;
 - cc) “Municipal Police Service” means the aggregate of resources and Members utilized by Canada to provide policing services in any Municipality under an agreement with the Municipality, but does not include those resources and Members utilized primarily in:
 - i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information Centre System, identification services, or the Canadian Police College;
 - ii) national security investigation services;
 - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - iv) services provided to or on behalf of federal government departments; and
 - v) the Provincial Police Service provided under this Agreement.
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- dd) “Municipal Policing Agreement” means an Agreement that covers a period beginning April 1, 2012 between Canada and a Municipality in the Province for the provision by Canada of a Municipal Police Service;
 - ee) “Municipality” means any city, town, village, summer village, urban service area of a special municipality or other organized area that is designated as such by any law of the Province;
 - ff) “Office of the Superintendent of Financial Institutions” means the Office of the Superintendent of Financial Institutions established by Section 4 of the *Office of the Superintendent of Financial Institutions Act*;
 - gg) “Parties” means Canada and Alberta;
 - hh) “Pension Contribution” means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the *Royal Canadian Mounted Police Superannuation Act*, the *Supplementary Retirement Benefits Act*, the *Public Service Superannuation Act*, the *Special Retirement Arrangements Act*, and the *Canada Pension Plan*;
 - ii) “Province” means the Province of Alberta;
 - jj) “Provincial Minister” means the provincial Minister responsible for policing services in the Province;
 - kk) “Provincial Police Service” or “Service” means the aggregate of resources, Members and Support Staff utilized by Canada to provide policing services in the Province, but does not include those resources, Members and Support Staff utilized primarily in:
 - i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information Centre System, identification services, or the Canadian Police College;
 - ii) national security investigation services;
 - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - iv) services provided to or on behalf of federal government departments; and
 - v) a Municipal Police Service provided under a separate agreement.
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- ll) "Public Complaints Commission" means the Commission that is defined in the *Royal Canadian Mounted Police Act*;
 - mm) "Region" means a grouping of Divisions or subdivisions, created by the Commissioner, for the purposes of administration;
 - nn) "Royal Canadian Mounted Police" or "RCMP" means the police force for Canada continued under the *Royal Canadian Mounted Police Act*;
 - oo) "Royal Canadian Mounted Police Program" or "RCMP Program" means an activity, or any portion thereof, undertaken by the RCMP in direct support of the provision and maintenance by Canada of more than one provincial or territorial police service of a jurisdiction with which Canada has an agreement similar to this Agreement, and if the costs incurred by Canada as a result of that activity are shared under this Agreement, such as training and recruitment, and accommodations;
 - pp) "Salary" means monetary compensation, including annual salary, service pay, senior constable allowance, shift allowance, and other pay provided in recognition of additional duties or time worked;
 - qq) "Special Event" means an event of a short duration that is organized in advance, for which the overall responsibility for policing rests with the provincial or municipal government, and for which additional police resources are required to maintain law and order, keep the peace or protect the safety of persons, property or communities;
 - rr) "Staff Relations Representative Program" means the program established under the *Royal Canadian Mounted Police Regulations, 1988*;
 - ss) "Support Staff" means all those individuals, other than Members, who are utilized by Canada in the Province to provide and maintain the Provincial Police Service;
 - tt) "Total Compensation" means the total value to the Member of:
 - i) Salary and other cash entitlements,
 - ii) benefits, and
 - iii) Pension Contribution,as further described in Annex "G";
 - uu) "Unit" means a named component of the Division to which Members of the Provincial Police Service are assigned.
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- 1.2 Each of the following is attached hereto and forms a part of this Agreement:
- a) Annex 'A' – Schedule of Personnel Resources Assigned to the Provincial Police Service;
 - b) Annex 'B' – Request for Increase or Decrease of the Provincial Police Service;
 - c) Annex 'C' – Plans for Divisional Major Capital, Minor Capital, and Living Quarters;
 - d) Annex 'D' – Projected Budgets for Divisional Major Capital, Minor Capital, and Living Quarters;
 - e) Annex 'E' – Schedule of Payments - Reduction of Deferred Amounts Otherwise Owning;
 - f) Annex 'F' – Credit against the Fair Market Value of Detachments; and
 - h) Annex 'G' – Elements Included in Total Compensation.
- 1.3 If Canada enters into a similar agreement to provide and maintain a Provincial Police Service with any other province after the execution of this Agreement, Canada will provide notice in writing to Alberta attaching the final form of that later agreement, and , in the event that there is a different or an additional provision contained in that later agreement,
- i) Alberta may elect to have this Agreement amended so as to reflect the intent of that provision;
 - ii) such election is to be made within 6 months from the date of written notice of execution of that later agreement;
 - iii) in no event may such an election be made later than October 1, 2013; and
 - iv) the election must be made by notice in writing, such notice to be made in accordance with Article 24.
- 1.4 This Agreement constitutes the entire and only agreement between the Parties for the provision and maintenance of the Provincial Police Service and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are expressly incorporated by reference into this Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained or referenced in this Agreement.
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ARTICLE 2.0 PURPOSE AND SCOPE

- 2.1 a) Canada will, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a Provincial Police Service within the Province during the term of this Agreement.
- b) Canada is hereby authorized by Alberta to carry out the powers and duties of the provincial police service for the purpose of providing the Provincial Police Service in accordance with this Agreement.
- c) The number of personnel listed in Annex 'A', as adjusted from time to time in accordance with the provisions of Article 5, sets out the maximum number of Members and Support Staff that will be utilized by Canada to provide and maintain the Provincial Police Service.
- 2.2 Those Members who form part of the Provincial Police Service will:
- a) perform the duties of peace officers; and
- b) render such services as are necessary to:
- i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the laws in force in the Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and
- ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the laws in force in the Province, be executed and performed by peace officers.
- 2.3 a) The Provincial Police Service will not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province.
- b) If, at the date of this Agreement, the Provincial Police Service is performing any duties or providing any services referred to in paragraph (a), the Service will continue to perform such duties and provide such services until such time as these duties and services are performed or provided by some other persons.
- c) During the term of this Agreement, and at such times as they may mutually agree, the Commissioner and the Provincial Minister will identify, discuss and, if it is mutually agreed to be feasible, Alberta will use its best efforts to implement alternative means by which the Provincial Police Service would cease to perform any of the duties or provide any of the services referred to in paragraph (a).
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- 2.4 The Provincial Minister, in consultation with the Commanding Officer, may require the Provincial Police Service from time to time to temporarily provide assistance or special expertise to other police agencies in the Province.
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ARTICLE 3.0 TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed and subject to subarticle 3.3, this Agreement will take effect from and cover the period beginning April 1, 2012 and ending March 31, 2032.
- 3.2 This Agreement may be extended or renewed for an additional period upon terms that are agreed to by the Parties.
- 3.3 (a) This Agreement may be terminated on March 31 in any year by either Party giving the other Party notice of such termination not less than 24 months prior to the date of the intended termination.
- (b) In the event of termination of this Agreement, the Parties agree, during the period following that notice and the date of the intended termination, to cooperate and assist each other to effect an orderly transition of service from the RCMP as the Provincial Police Service to such other police service that is authorized by Alberta to carry out those powers and duties.
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ARTICLE 4.0 EXCLUSIONS AND INCLUSIONS

- 4.1 Subject to subarticle 4.3, the Provincial Minister may, by giving notice in writing to the Federal Minister, include or exclude any geographic area, or function within a geographic area, from the responsibility of the Provincial Police Service, so long as any such inclusion or exclusion does not unreasonably affect the continued provision by Canada of the Provincial Police Service during the term of this Agreement.
- 4.2 a) Any inclusion pursuant to subarticle 4.1 will not take effect unless agreed to by the Provincial Minister and the Federal Minister.
- b) Any exclusion pursuant to subarticle 4.1 will take effect as soon as practicable, but no later than 12 months after receipt of the notice provided for by subarticle 4.1.
- 4.3 Subject to the other terms and conditions of this Agreement, neither Canada nor Alberta will add to or delete from the duties or functions of the Provincial Police Service as they were on March 31, 2012, without prior consultation and agreement between the Federal Minister and the Provincial Minister, which agreement will be reflected in an amendment to this Agreement and take effect from and after such date as may be agreed to by Canada and Alberta.
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ARTICLE 5.0 INCREASE OR REDUCTION IN THE PROVINCIAL POLICE SERVICE

- 5.1 Canada will increase the number of Members and Support Staff as soon as practicable within one year from the receipt of a written request and confirmation of the corresponding financial commitment from the Provincial Minister.
 - 5.2 Canada will decrease the number of Members and Support Staff as soon as practicable within one year from the receipt of a written request from the Provincial Minister unless the Federal Minister gives written reasons to the Provincial Minister stating that the requested reduction would lower the level of resources below the standard referred to in paragraph 6.3(a).
 - 5.3 Every written request and financial confirmation made in accordance with subarticle 5.1 and every written request made in accordance with subarticle 5.2 will be made in the form substantially as set out in Annex 'B'.
 - 5.4 Whatever change is made in accordance with subarticle 5.1 or 5.2 will be recorded in Annex 'A'.
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ARTICLE 6.0 MANAGEMENT OF THE PROVINCIAL POLICE SERVICE

- 6.1 The Provincial Minister will set the objectives, priorities and goals of the Provincial Police Service.
- 6.2 The internal management of the Provincial Police Service, including its administration and the determination and application of professional police standards and procedures, will remain under the control of Canada.
- 6.3
- a) The minimum level of policing is the aggregate resources required to maintain public and officer safety. The minimum level of policing provided by the Provincial Police Service will meet the standard determined by the Commissioner in consultation with the Provincial Minister.
 - b) The Provincial Minister will determine, in consultation with the Commissioner, the level of policing service to be provided by the Provincial Police Service, and that level will meet or exceed the standard determined in accordance with paragraph (a).
- 6.4 Nothing in this Agreement will be interpreted as limiting in any way the jurisdiction of Alberta in respect of the administration of justice and law enforcement in the Province.
- 6.5
- a) The Parties recognize Canada's interest in pursuing harmonized professional police standards and procedures across Canada on the basis of established policing best practices. Therefore, the Parties commit to identify opportunities to harmonize those standards and procedures and Alberta will assist Canada in that effort if it is feasible and appropriate.
 - b) Alberta will consult with the Commissioner prior to establishing professional police standards or procedures which are to be considered by the Commissioner under paragraph (c).
 - c) In determining the professional police standards or procedures in respect of the Provincial Police Service, the Commissioner will harmonize those standards or procedures to be substantially similar to or exceed the comparable professional police standards or procedures applicable to all other police services in the Province, unless the Commissioner is of the opinion that to do so would be contradictory to a requirement imposed by law, or would negatively affect the RCMP's ability to deliver effective or efficient police services.
 - d) If the Commissioner forms an opinion referred to in paragraph (c), the Commissioner will consult with the Provincial Minister.
 - e) If following the consultation referred to in paragraph (d), the Commissioner is still of the opinion referred to in paragraph (c) then, upon the request of the Provincial Minister, the Commissioner will provide the Provincial Minister with written reasons explaining the basis for the opinion.
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- f) The Parties acknowledge and agree that any Dispute arising out of the application of this subarticle will be subject to the dispute resolution process set out in Article 23.
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ARTICLE 7.0 THE COMMANDING OFFICER AND THE OPERATION OF THE DIVISION

- 7.1 For the purposes of this Agreement, the Commanding Officer will act under the direction of the Provincial Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force therein.
- 7.2 The Commanding Officer will:
- a) implement the objectives, priorities and goals as determined by the Provincial Minister under subarticle 6.1, including, to the extent practicable, the deployment of the Provincial Police Service personnel and Equipment to reflect provincial priorities;
 - b) consult with the Provincial Minister on a regular basis to provide information pertaining to the operational and administrative status of the Provincial Police Service; such consultation will occur as and when required but in no case on less than a quarterly basis and with respect to the financial planning and reporting according to Article 18;
 - c) provide the Provincial Minister with an annual report in a mutually agreed upon format, by July 1 of each year, on the status of the implementation of Alberta's objectives, priorities and goals for the Service during the previous Fiscal Year;
 - d) in a reasonable and timely manner, provide the Provincial Minister or the Attorney General with any information that comes into the possession of any Member utilized in the Province and which materially affects the administration of justice in the Province; the information will be provided in a manner and in a form to be agreed upon by the Commanding Officer and the Provincial Minister or Attorney General;
 - e) provide the Provincial Minister each month with the particulars of any new or outstanding complaints made against the Service by any member of the public to the RCMP; the form and substance of the particulars will be agreed upon by the Commanding Officer and the Provincial Minister.
- 7.3 Subject to applicable laws, the Provincial Police Service will, upon specific or general request from Alberta, make best efforts to provide Alberta with information, including personal information, that may be needed for the administration of justice in the Province or to carry into effect the laws in force therein.
- 7.4 Before appointing a Commanding Officer, a Criminal Operations Officer, or the Deputy Criminal Operations Officer responsible for policing under this Agreement in the Division, the Commissioner will consult with the Provincial Minister.
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- 7.5 The Commanding Officer, Criminal Operations Officer, or the Deputy Criminal Operations Officer responsible for policing under this Agreement in the Division will be replaced as soon as practicable after receipt by the Commissioner of a written request from the Provincial Minister which satisfies the Commissioner that sufficient cause exists that the officer concerned no longer commands the confidence of the Provincial Minister.
- 7.6 (a) At the request of the Provincial Minister, prior to the appointment of a Detachment Commander in the Division the Commanding Officer will consult with the Provincial Minister; and
- (b) the Provincial Minister may also request that the Commanding Officer consult with the community, in which case, such consultation is to be undertaken in accordance with the RCMP's policies on community participation.
- 7.7 A Detachment Commander in the Division will be replaced as soon as practicable after receipt by the Commanding Officer, or if required, the Commissioner, of a written request from the Provincial Minister which satisfies the Commanding Officer, or if required, the Commissioner, that sufficient cause exists that the Detachment Commander no longer commands the confidence of the Provincial Minister.
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ARTICLE 8.0 RESOURCES AND ORGANIZATION

- 8.1 a) Subject to paragraph (b), the number and location of Detachments and Units and any changes to the organizational structure of the Service will be agreed to by the Provincial Minister and the Commanding Officer or, if required, the Commissioner.
- b) Prior to approving the location of the divisional headquarters, the Federal Minister will consult with the Provincial Minister and consider any recommendations that the Provincial Minister may wish to provide in respect of the location.
- 8.2 In each Fiscal Year, the Commanding Officer will give to the Provincial Minister annual statements, and such additional statements as may be reasonably requested from time to time by the Provincial Minister, 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;
- c) the location and function of all casual employees and temporary employees;
- d) the number of Members by rank utilized as part of the Service and shown by Detachment, Unit and at divisional headquarters; and
- e) the number of vacancies;
- and in each case an explanation of changes since the previous annual statement.
- 8.3 For the purposes of human resource planning for the next Fiscal Year, the Commanding Officer will consult with and obtain approval, or approval in principle, from the Provincial Minister on or prior to September 1 of each year, for the number of Members and Support Staff required to maintain the level of policing service provided by the Provincial Police Service as determined by the Provincial Minister pursuant to paragraph 6.3(b).
- 8.4 The Commanding Officer, upon receiving reasonable notice, will provide the Provincial Minister with any additional information, to the extent possible, relating to human resource and organizational planning of the Service.
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- 8.5 The RCMP will use its best efforts to ensure that the percentage of recruits that are engaged from Alberta attains the annual average of the following two percentages:
- a) the percentage that the number of Members in the Division is of the number of Members in the RCMP; and
 - b) the percentage that the population of the Province is of the population of Canada.
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ARTICLE 9.0 EMERGENCIES & SPECIAL EVENTS

- 9.1 If, in the opinion of the Provincial Minister an Emergency in an area of provincial responsibility exists or is likely to exist in the Province:
- a) the Provincial Police Service will, at the written request of the Provincial Minister made to the Commanding Officer, be redeployed to such extent as is reasonably necessary to maintain law and order, keep the peace and protect the safety of persons, property or communities; and
 - b) Alberta will pay the costs of the redeployment including Salary, transportation and maintenance as follows:
 - i) Alberta will pay 70 per cent of such costs to Canada; and
 - ii) after 30 days from the redeployment Alberta will pay 100 per cent of such costs to Canada where the Emergency arises as a result of a municipal police strike or dispute, or the disbandment of a municipal police force for an area which is not normally policed by the RCMP.
 - c) Alberta agrees to use reasonable efforts to as soon as practicable resolve any strike or dispute or to establish a new police service for that area.
- 9.2
- a) In the circumstances described in paragraph 9.1(a) the Provincial Minister may, in writing, request the Commanding Officer or, if required, the Commissioner to temporarily increase the strength of the Provincial Police Service.
 - b) If, in response to a request made under paragraph (a) such a temporary increase in strength is agreed and made, Alberta will pay to Canada 100 per cent of all of the costs of the increase including Salary, transportation and maintenance.
 - c) Without limiting the discretion of the Commanding Officer or the Commissioner, as the case may be, under paragraph (b), and after consultation with the Provincial Minister, no such temporary increase in the size of the Provincial Police Service will be made if the Commissioner, having regard to the other responsibilities and duties of the RCMP, is of the opinion that such increase should not take place.
- 9.3 If, in the opinion of the Commissioner, an Emergency in an area of provincial responsibility exists or is likely to exist outside the Province:
- a) the Commissioner may, after consultation with the Provincial Minister and with the approval of the Federal Minister, temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (and any necessary Equipment) to deal with such an Emergency;
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- b) during the period of any withdrawal Alberta will not bear the Salary and incremental costs of the Members and Equipment withdrawn from the Provincial Police Service.

9.4 If, in the opinion of the Commissioner, there is a need to use part of the Provincial Police Service with respect to an Emergency in an area of federal responsibility that exists or is likely to exist anywhere in Canada:

- a) the Commissioner may, after consultation with the Provincial Minister, temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (and any necessary Equipment) to perform any duties or functions to deal with such Emergency;
- b) if the Emergency exists inside the Province, Canada will pay all costs of the withdrawal and redeployment including Salary, transportation and maintenance as follows:
 - i) Canada will pay all such costs for the first 30 days at the cost-sharing ratio set out in subarticle 11.1;
 - ii) after 30 days, Canada will pay 100 per cent of all such costs; and
- c) if the Emergency exists outside the Province, Alberta will not bear the Salary and incremental costs of the Members and Equipment withdrawn.

9.5 If, in the opinion of the Commissioner, there is a need to use part of the Provincial Police Service with respect to a Major Event that exists or is likely to exist anywhere in Canada:

- a) the Commissioner may, in consultation with the Provincial Minister, temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (and any necessary Equipment) to perform any duties or functions with respect to such Major Event;
- b) Canada shall pay 100 per cent of all costs of the withdrawal and redeployment including Salary, transportation and maintenance, for the duration of the entire Major Event.

9.6 Withdrawal or redeployment of Members from the Provincial Police Service in accordance with this Article will not extend for a period of more than 30 consecutive days without further consultation between the Federal Minister and the Provincial Minister.

- 9.7 a) For the purpose of a Special Event, the Provincial Police Service will be redeployed to provide additional police resources as is reasonably necessary to maintain law and order, keep the peace and protect the safety of persons, property or communities.
- b) For the purposes of paragraph (a), the redeployment of additional police resources will be based on the Provincial Police Service's operational assessment of the type of gathering, potential crowd behaviour and other situational factors. The duties to be performed by the additional police resources are to be in accordance with subarticle 2.2 and paragraph 2.3(a).
- c) Alberta will pay all of the costs of the redeployment including Salary, transportation and maintenance at the cost-sharing ratio set out in subarticle 11.1.
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ARTICLE 10.0 MUNICIPALITIES

- 10.1 Subject to any other Agreement between the Parties, the Provincial Police Service will not be required to perform any municipal policing services in any Municipality having a population of 5,000 or more.
- 10.2 The Parties acknowledge, subject to the approval of the Governor in Council of Canada and the Lieutenant Governor in Council of the Province, that:
- a) if on March 31, 2012, with respect to any Municipality, there was any agreement between Canada and the Municipality for the provision by the RCMP of a Municipal Police Service, that agreement may be replaced with a new Agreement dated April 1, 2012.
 - b) if on March 31, 2012, the RCMP provided Provincial Policing Services in any Municipality with a population of 5,000 or more, the Municipality will, if it wishes to continue to receive policing services from the RCMP, enter into a Municipal Policing Agreement.
 - c) if on March 31, 2012, the RCMP provided policing services in any Municipality that, during the term of this Agreement, attains a population of 5,000 or more the Municipality will, if it wishes to continue to receive policing services from the RCMP, enter into a Municipal Policing Agreement.
 - d) if during the term of this Agreement, the RCMP provided policing services to any area that was not a Municipality but becomes a Municipality with a population of 5,000 or more, the Municipality will, if it wishes to continue to receive policing services from the RCMP, enter into a Municipal Policing Agreement.
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ARTICLE 11.0 BASIS OF CALCULATION OF PAYMENT

- 11.1 Subject to any other terms of this Agreement, in respect of each Fiscal Year Alberta will pay to Canada 70 per cent of the cost of providing and maintaining the Provincial Police Service as determined in accordance with this Article.
- 11.2 The cost referred to in subarticle 11.1 will include the following expenditures made by Canada in each Fiscal Year:
- a) the direct cost of providing and maintaining the Provincial Police Service in the Province, including:
 - i) all operation and maintenance costs such as Salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies, payments in lieu of taxes, and miscellaneous operational expenses as established by the RCMP's Chart of Accounts;
 - ii) all costs of Equipment purchases, except if the cost for an Equipment purchase is equal to or exceeds \$150,000 and if the Provincial Minister has requested that such cost for that purchase be amortized in accordance with subparagraph 11.2(b)(x);
 - iii) subject to the written agreement of the Federal Minister, all expenditures made to acquire or construct Buildings, if the Provincial Minister has requested that such costs be included so as to pay for a Building in a manner other than under the accommodations program established under Article 12.
 - b) the indirect cost of providing and maintaining the Provincial Police Service, including:
 - i) the cost to Canada for the employer's Pension Contribution with respect to Members under the *Royal Canadian Mounted Police Superannuation Act*, the *Special Retirement Arrangements Act*, and the *Supplementary Retirement Benefits Act* determined by the report referred to in subarticle 11.8;
 - ii) the cost to Canada for the employer's Pension Contribution with respect to federal public service employees, which Pension Contribution shall be determined annually by reference to the Actuarial Report of the Office of Superintendent of Financial Institutions;
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- iii) the cost to Canada for the employer's contributions made under the *Canada Pension Plan* for all employees, including, but not limited to:
 - A) Members, and
 - B) Support Staff, including Support Staff performing guard duties for lock-ups maintained by the Service;
 - iv) the cost to Canada of the employer's contributions for employment insurance for all employees, including, but not limited to:
 - A) Members, and
 - B) Support Staff, including Support Staff performing guard duties for lock-ups maintained by the Service;
 - v) the following administration costs related to a Division or Region:
 - A) core administration costs,
 - B) Earned Retirement Benefit, pay in lieu of leave, maternity, paternity, and parental leave,
 - C) special leave, and
 - D) health services,

calculated by dividing the total cost of such administration by the total FTE Utilization of Members in the Division or Region for the Fiscal Year (excluding Members who are assigned to administration in the Division or Region) and multiplying the result by the total FTE Utilization of Members in the Provincial Police Service for the Fiscal Year;
 - vi) for the Fiscal Years beginning April 1, 2012 and ending March 31, 2015, all the costs of recruiting, of the Cadet Training Program at Depot, and of the Police Dog Service Training Centre incurred by Canada (including costs such as payments in lieu of taxes, transportation of recruits, relocation of trainers to the training facility and the costs of relocation of recruits to their first posting but excluding those costs incurred in respect of Major Capital) will be deemed to be equal to the product obtained by multiplying \$3,500 by the FTE Utilization of Members in the Provincial Police Service for the Fiscal Year;
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- vii) beginning April 1, 2015, the cost of recruiting, the Cadet Training Program at Depot, and the Police Dog Service Training Centre to be determined as follows:
- A) The average of all the costs incurred by Canada in respect of recruiting for the RCMP for the previous three Fiscal Years, divided by the average FTE Utilization of Members in the RCMP for the previous three Fiscal Years and multiplying that result by the FTE Utilization of Members in the Service for the Fiscal Year.
 - B) The average of all the costs incurred by Canada in respect of the Cadet Training Program at Depot (including costs such as payments in lieu of taxes, transportation of recruits and relocation of trainers to the training facility and the costs of relocation of recruits to their first posting but excluding those costs incurred in respect of Major Capital) for the previous three Fiscal Years, divided by the average FTE Utilization of Members in the RCMP for the previous three Fiscal Years and multiplying that result by the FTE Utilization of Members in the Service for the Fiscal Year.
 - C) The average of all the costs incurred by Canada in respect of the Police Dog Service Training Centre for the previous three Fiscal Year, less the average of any revenues received by Canada in respect of the sale of any dogs or provision of training services to third parties for the previous three Fiscal Years, divided by the average FTE Utilization of Police Dog Service teams utilized by the RCMP for the previous three Fiscal Years and multiplying that result by the total FTE Utilization of Police Dog Service Teams in the Service for the Fiscal Year.
- viii) the cost of maintaining and providing the Police Records and Occurrence System (PROS) to be calculated by dividing the total cost to Canada of maintaining and providing the PROS, exclusive of any costs as may be agreed in writing between the Parties, by the total number of system users and multiplying by the total FTE Utilization of Members in the Provincial Police Service for the Fiscal Year;
- ix) the cost incurred by Canada in providing security at points of entry in respect of the Provincial Police Service, including at divisional or regional headquarters determined on a proportional basis relative to the total occupancy of the building;
- x) if any item of Equipment - Type A costs at least \$150,000 and if requested by the Provincial Minister, an amount equivalent to the straight line amortization of the capital cost over the estimated life of that item of equipment, together with interest at a rate equal to the Applicable CRF Lending Rate on the unpaid balance of the capital cost. The estimated life
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of that item of equipment will be no longer than the period determined by the RCMP to depreciate such equipment and the amortization period will not exceed the estimated life of that item of equipment. The Provincial Minister may also specify an amortization period that is shorter than the estimated life of the item of equipment;

- xi) the cost of maintaining and providing the Public Complaints Commission to be calculated in each Fiscal Year by dividing the total cost to Canada of maintaining and providing the Public Complaints Commission for that Fiscal Year by the total FTE Utilization of Members in the RCMP in that same Fiscal Year and multiplying the result by the FTE Utilization of Members in the Provincial Police Service in that same Fiscal Year;
 - xii) the cost for legal advisory services received by the RCMP in direct support of providing and maintaining the Provincial Police Service within the Province, and those costs are to be calculated by:
 - A) dividing the applicable base amount determined in accordance with clauses B and C by the total FTE Utilization of Members in all the police services of each province, territory and municipality with which Canada has an agreement similar to this Agreement or an agreement for a municipal police service and multiplying the result by the total FTE Utilization of Members utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year;
 - B) for the Fiscal Year beginning April 1, 2012 and ending March 31, 2013, the applicable base amount is to be \$2,000,000; and
 - C) each base amount established under this Agreement will be adjusted in the next following Fiscal Year to establish a new base amount to be applicable to that next following Fiscal Year, such adjustment is to be calculated on the basis of any change during the immediately preceding Fiscal Year in the National Consumer Price Index determined by Statistics Canada, such adjustment to be made immediately following when that change becomes known.
 - D) The initial value of the Consumer Price Index will be _____, for the month of November 2011, as set out in Table 6 of the Consumer Price Index, published by Statistics Canada.
 - E) For greater certainty, the costs for legal advisory services are not to include those costs related to a matter where Canada and Alberta are adverse in interest or if the costs are excluded by operation of subparagraph 11.2(c)(iii) or subarticle 11.7.
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- xiii) the costs incurred by Canada to provide and maintain the enhanced reporting and accountability capacity to provide improved administration of this Agreement, and those costs are to be calculated by:
- A) dividing the applicable base amount determined in accordance with clauses B and C by the total FTE Utilization of Members in all the police services of each province, territory and municipality with which Canada has an agreement similar to this Agreement or an agreement for a municipal police service and multiplying the result by the total FTE Utilization of Members utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year;
 - B) for the Fiscal Year beginning April 1, 2012 and ending March 31, 2013, the base amount is to be \$2,500,000; and,
 - C) each base amount established under this Agreement will be adjusted in the next following Fiscal Year to establish a new base amount to be applicable to that next following Fiscal Year, such adjustment is to be calculated on the basis of any change during the immediately preceding Fiscal Year in the National Consumer Price Index determined by Statistics Canada, such adjustment to be made immediately following when that change becomes known.
 - D) The initial value of the Consumer Price Index will be _____, for the month of November 2011, as set out in Table 6 of the Consumer Price Index, published by Statistics Canada.
 - E) The Parties acknowledge that the enhanced reporting and accountability capacity will, to the extent reasonably possible, generate such reporting as may be required under the terms of this Agreement.
 - F) The Parties agree that the resources dedicated to such capacity may only be increased by agreement between Canada and all of provinces and territories with which Canada has an agreement similar to this Agreement, and if an increase is agreed to, that the base amount will be revised by agreement in writing.
 - G) The Parties commit to work together to avoid a duplication of existing capacity within the Service and to explore ways in which they can better utilize that capacity to provide improved administration of this Agreement.
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- c) the direct cost of the Provincial Police Service in the Province will not include:
 - i) the cost of interdivisional transfers of personnel or equipment;
 - ii) the cost of equipment if such cost is \$150,000 or more per item and if the Provincial Minister has requested that such cost be amortized under subparagraph 11.2(b)(xi).
 - iii) the cost of any civil action, compensation claim, *ex gratia* payment or claim for associated legal fees; and
 - iv) the cost incurred by Canada in respect of providing point of entry security for federal buildings other than divisional or regional headquarters.

11.3 For purposes of determining costs pursuant to this Article, any Member who is on:

- a) sick leave or suspended for more than 30 consecutive days,
- b) parental leave,
- c) a training course not related to the Provincial Police Service, or
- d) pension retirement leave

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

11.4 There will be deducted from the cost payable by Alberta in respect of the Provincial Police Service:

- a) 70 per cent of any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by Alberta as a direct cost;
 - b) 70 per cent of the revenue received by Canada from leased accommodations and Living Quarters deductions from Members utilized by Canada to provide and maintain the Service;
 - c) 70 per cent of any revenue received by Canada from a municipality in respect of accommodations also paid for by Alberta; and
 - d) 70 per cent of any amount received by Canada from the sale, transfer out of the Service or other disposition of any item of Equipment that cost less than \$150,000 and that was purchased by Canada for use in the Service.
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- 11.5 Canada will pay 100 per cent of all of the costs incurred in respect of the External Review Committee and the Staff Relations Representative Program or their respective successors.
- 11.6 In respect of the Provincial Police Service, Alberta will pay to Canada 100 per cent of all of the following costs:
- a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except if such costs have been incurred in the obtaining of evidence;
 - b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under provincial laws;
 - c) conveyance by a third party that is obtained by a Member of the Service for a disabled, injured, ill or deceased person if the cost of the service is not paid by or on behalf of the person or their estate;
 - d) all incremental costs incurred when, at the request of Alberta, the scope and duration of a search and rescue operation is extended beyond that which the Commanding Officer considers to be appropriate in the circumstances and the Commanding Officer has so advised the Provincial Minister.
- 11.7
- a) In the event that any Member utilized in the Provincial Police Service receives, by virtue of provincial legislation, the benefit of any statutory defence to any claim or action and in connection therewith Alberta may be or may become liable for any of the payments contemplated by subparagraph 11.2(c)(iii), Canada will indemnify and hold harmless Alberta with respect to any such claim or action and Canada will assume the conduct and the carriage of any proceeding relating to such claim.
 - b) Alberta will promptly notify Canada of any claim or action referred to in paragraph (a).
 - c) If Alberta should compromise or settle any such claim or action without the consent of Canada, Canada will not be liable to indemnify or save harmless Alberta.
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- 11.8 “Accounts” means each of the accounts established under the *Royal Canadian Mounted Police Superannuation Act*, under the *Special Retirement Arrangements Act*, and under the *Supplementary Retirement Benefits Act*.
- a) There will be a pension panel (the “panel”) consisting of three members; Canada will appoint one member; the Provinces and Territories with which Canada has an agreement similar to this Agreement will together appoint the second member; and the two members so appointed will together appoint a third member who will act as the chairperson.
 - b) The panel will review and report upon the rate of Pension Contribution by Canada with respect to the *Royal Canadian Mounted Police Superannuation Act* and the *Supplementary Retirement Benefits Act*; the report will be made every three years or as otherwise determined by the panel based on the availability of the relevant Report of the Office of the Superintendent of Financial Institutions and, will establish the amount that will be used, for the purposes of this agreement, as a substitute for the Pension Contributions for the next period.
 - c) The first report will be made for the three-year period commencing April 1, 2014.
 - d) For all periods the panel will determine the rate by both a prospective and retrospective review of the relevant information.
 - e) In preparing any of its reports, the panel will use the following practices and principles:
 - i) when conducting a retrospective review, the panel will establish its processes in accordance with generally accepted accounting and actuarial principles;
 - ii) when conducting a prospective review, the panel will use the assumptions and the database of the relevant Report of the Office of the Superintendent of Financial Institutions;
 - iii) for all purposes of its deliberations, the panel will assume that Canada's contributions will be made in accordance with the report of the panel;
 - iv) for each report under this Agreement, the surplus/deficit values determined in the immediately preceding pension panel report will be used to determine the corresponding opening values of the immediately subsequent report;
 - v) for greater clarity, the surplus/deficit values used to determine the substitute of the rate of Pension Contribution, being the surplus/deficit values determined in accordance with (iv), will reflect the historical practice of the panel of determining a split between “shareable” and “non-shareable” surplus/deficit values;
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- vi) any shareable surpluses or deficits in the Accounts will be amortized by the panel's calculations using generally accepted accounting and amortization principles; the appropriate amortization period (which may extend beyond the term of this Agreement) will be determined by the panel;
 - vii) unless the parties otherwise agree, upon the termination of this Agreement the panel will make binding recommendations with respect to the settling of the final contribution, or reimbursement, relating to Pension Contribution between the parties;
 - viii) for the purpose of making any determination affecting either Alberta or Canada, the Accounts will be treated as a single account.
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ARTICLE 12.0 ACCOMMODATIONS PROGRAM**Governing Principles**

- 12.1 The Parties agree to establish an accommodations program of works based on the following principles:
- a) sustainability of the program in all provinces and territories with which Canada has an agreement similar to this Agreement;
 - b) providing for a transition to a program that is based on sharing of actual costs;
 - c) affordability of the program to both Parties;
 - d) increasing accountability and transparency by institutionalizing the practices of joint planning and regular reporting;
 - e) providing a flexible program that is responsive to the particular needs of Alberta; and
 - f) using the monies paid by Alberta under the Accommodations Program Charge to support the accommodations program in the Province.

Purpose and Scope of the Accommodations Program

- 12.2 Accommodations supplied by Canada for use by the Provincial Police Service will be of a standard that is necessary for the Service to carry out its responsibilities under this Agreement.
- 12.3 Under the accommodations program of works Canada agrees to maintain, renovate, replace or increase the number of Buildings and Living Quarters in accordance with the Divisional Major Capital Plan, the Divisional Minor Capital Plan, and the Divisional Living Quarters Plan.
- 12.4 Alberta will pay to Canada an amount equal to 70 per cent of the total expenditures made by Canada in respect of the obligation described in subarticle 12.3, except those expenditures made by Canada in respect of acquiring land. Such payments are to be made in accordance with this Article.
- 12.5 Canada, in carrying out its responsibilities under this Article, will do so in accordance with applicable laws and in accordance with its own legislation, regulations, policies, practices, procedures, and directives of the Treasury Board of Canada.
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12.6 The Parties agree that:

- a) any requirement to renovate, replace or acquire new divisional or regional headquarter buildings will be by means of a separate agreement; and
- b) subject to the written agreement of the Federal Minister, any costs that are agreed to be shared in respect of those headquarter buildings may be included in this Agreement through an adjustment to the Accommodations Program Charge to be tracked as a line-item and to be made by amendment in accordance with Article 25.

12.7 It is agreed that if there is a requirement for works under the accommodations program that are greater than the RCMP can reasonably undertake as based on Alberta's payment under the Accommodations Program Charge in accordance with subarticle 12.18, then:

- a) subject to the approval of the Federal Minister and the Provincial Minister, there will be an increase made to the Accommodations Program Charge in order to account for the increase in projected costs; or
- b) the terms and conditions under which the works would be undertaken will be subject to a separate agreement and that the cost share established in subarticle 12.4 will apply.

12.8 Despite any payments made by Alberta under this Agreement, there shall be no transfer, granting or creation of any interest in real property or a license, as those terms are defined in the *Federal Real Property and Federal Immovables Act*, from Canada in favour of Alberta. All of the real property that is held, acquired, used or administered by Canada to provide and maintain the Provincial Police Service shall remain at all times the sole property of Canada. For greater certainty, Canada and Alberta agree that no real property interest whatsoever, or a licence are acquired, created or implied by this Agreement.

Setting of the Projected Plans and Budgets

12.9 The Plans for Divisional Major Capital, Divisional Minor Capital, and Divisional Living Quarters for the Provincial Police Service are to be determined for each Fiscal Year by the RCMP in consultation with the Provincial Minister, and such plans are to address standards and designs.

12.10 The Projected Budgets for Divisional Major Capital, the Divisional Minor Capital, and the Divisional Living Quarters for the Provincial Police Service are to be determined for each Fiscal Year by the RCMP in consultation with the Provincial Minister.

12.11 It is agreed that:

- a) each plan established under subarticle 12.9 will be recorded in Annex 'C' of this Agreement; and
- b) each Projected Budget established under subarticle 12.10 will be recorded in Annex 'D' of this Agreement.

Movement of Monies between Budgets

- 12.12 a) It is agreed that monies paid under the Accommodations Program Charge in respect of the Projected Budgets for Divisional Major Capital, the Divisional Minor Capital, and the Divisional Living Quarters may be transferred by the RCMP between those budgets in any Fiscal Year, up to a maximum of 20 per cent of the originating budget without prior approval and the transfer may also include amounts above 20 per cent with the prior written approval of the Provincial Minister.
- b) If monies amounting to a cumulative total of less than 20 per cent are moved, the RCMP will notify Alberta as soon as practicable.

Setting of the Accommodations Program Charge

The Accommodations Program Charge for Fiscal Year 2012-2013

12.13 The Accommodations Program Charge for the Fiscal Year beginning April 1, 2012 is \$_____.¹

¹ Explanatory note: The Accommodations Program Charge for FY 2012-13 is equal to the total of the projected total financial commitment set out in each of the Divisional Major Capital Projected Budget, the Divisional Minor Capital Projected Budget, and the Divisional Living Quarters Projected Budget for that Fiscal Year. The budgets are subject to finalization following Canada - Alberta implementation discussions.

The Divisional Major Capital Plan, the Divisional Minor Capital Plan, and the Divisional Living Quarters Plan for the Provincial Police Service in respect of that Fiscal Year will be set out in Annex 'C'.

The Divisional Major Capital Projected Budget, the Divisional Minor Capital Projected Budget, and the Divisional Living Quarters Projected Budget for the Provincial Police Service in respect of that Fiscal Year will be set out in Annex 'D'.

Adjustment to the Accommodations Program Charge for NB-CPI

- 12.14 a) Each Accommodations Program Charge established under this Agreement, other than those Accommodations Program Charges established in respect of the Fiscal Years beginning April 1, 2017, April 1, 2022, and April 1, 2027, will be adjusted, as calculated in accordance with paragraph (b), in the next following Fiscal Year to establish a new Accommodations Program Charge to be applicable to that next following Fiscal Year.
- b) The adjustment to each Accommodations Program Charge is to be calculated on the basis of any change during the immediately preceding Fiscal Year in the Non-residential Building Construction Price Index (NB-CPI), and the adjustment is to be made immediately following when that change becomes known.
- c) For the purposes of paragraph (b), the applicable NB-CPI will be that determined by Statistics Canada in respect of the City of Calgary, or any other NB-CPI determined for a jurisdiction that may reasonably be substituted for the Province that may be agreed to in writing, from time to time, between the Parties.

Five-Year Reconciliation

- 12.15 a) During the Fiscal Years beginning April 1, 2016, April 1, 2021 and April 1, 2026 respectively, there will be a Five-Year Reconciliation undertaken and completed by the Parties.
- b) The results of each Five-Year Reconciliation will inform the setting of the projected plans and budgets determined under subarticle 12.9 and subarticle 12.10 in respect of each next following Fiscal Year.
- c) As part of each Five-Year Reconciliation the RCMP will:
- i) determine the aggregate of expenditures made by Canada in respect of the accommodations program of works undertaken in accordance with this article during the previous Fiscal Years of this Agreement;
 - ii) determine the aggregate of payments by Alberta made under paragraph 12.18 during the previous Fiscal Years of this Agreement;
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- iii) determine, in consultation with the Provincial Minister, what changes, if any, should be made to the Plans for Divisional Major Capital, Divisional Minor Capital, and Divisional Living Quarters to either increase or decrease the pace of the accommodations program undertaken;
 - A) for greater certainty, the Parties agree that in no event will a decrease in the pace of the works undertaken in respect of the accommodations program be made if such a decrease will affect the sustainability of the program;
- iv) determine, in consultation with the Provincial Minister, what changes, if any, should be made to the Projected Budgets for Divisional Major Capital, the Divisional Minor Capital, and the Divisional Living Quarters to either increase or decrease the Accommodations Program Charge in respect of the Fiscal Years to begin April 1, 2017, April 1, 2022, and April 1, 2027;
 - A) for greater certainty, the Parties agree that in no event will a decrease to the Accommodations Program Charge be made if the decrease will affect the sustainability of the accommodations program.

Setting the Accommodations Program Charge Following the Five-Year Reconciliation

12.16 Following the Five-Year Reconciliation described in subarticle 12.15, an Accommodations Program Charge in respect of the Fiscal Years beginning April 1, 2017, April 1, 2022, and April 1, 2027 will be established by adding the projected total financial commitment set out in each of the Divisional Major Capital Projected Budget, the Divisional Minor Capital Projected Budget and the Divisional Living Quarters Projected Budget in respect of each of those Fiscal Years respectively.

Payments by Alberta

12.17 Expenditures made by Canada for the accommodations program in respect of:

- a) acquiring, constructing or renovating a Building,
- b) Minor Capital, and
- c) Living Quarters

that are not included in the direct costs of the Service under subparagraph 11.2(a)(iii) in any Fiscal Year will be paid for by Alberta as follows.

Under the Accommodations Program Charge

12.18 In each Fiscal Year during the term of this Agreement, Alberta will pay an amount equal to the applicable Accommodations Program Charge for that Fiscal Year.

Schedule of Payments under Annex 'E' – Reduction of Deferred Amounts Otherwise Owing

- 12.19 Alberta will make payments each Fiscal Year in accordance with the attached schedule of payments set out in Annex E' towards the deferred amount projected to be left owing at the end of the term of this Agreement.
- 12.20 The Parties agree that the schedule of payments in Annex 'E' is to be formulated so as:
- a) to require Alberta to pay, as of March 31, 2032, 70 per cent of the total expenditures projected to be made by Canada in respect of the obligation described in subarticle 12.3 during that Fiscal Year; and
 - b) to minimize or eliminate the deferred amount projected to be left owing by Alberta at the end of this agreement.
 - i) For greater certainty, the amount to be paid in accordance with Annex 'E' and credited under subarticle 12.22 together with the amount paid under the Accommodations Program Charge in respect of buildings used as detachments will be used to determine if Alberta is projected to be paying 70 per cent of the aforementioned expenditures as of March 31, 2032.

Revisions to the Schedule of Payments Following each Five-Year Reconciliation

- 12.21 If, following the completion of a Five-Year Reconciliation, it is determined that the scheduled payments are no longer projected to result in Alberta paying, as of March 31, 2032, 70 per cent of the total expenditures, Alberta agrees that the schedule of payments in Annex E' will be revised in each next following Fiscal Year to re-establish a schedule of payments that is projected to result in Alberta paying, as of March 31, 2032, 70 per cent of the expenditures projected to be made by Canada in respect of the obligation described in subarticle 12.3 in that Fiscal Year.

Credit for the Present Value of Monies Paid towards Deferred Amounts Otherwise Owing

- 12.22 a) Every dollar (\$1) paid in accordance with the schedule in Annex 'E' will be a credit towards the amount left owing at the end of this Agreement to be paid in accordance with subarticle 12.25 as if each dollar were a dollar plus an amount equal to the percentage of increase in value to be applied to every dollar (\$1) paid during that Fiscal Year as identified in column 'F' of Annex 'E'.
- b) In no event will the percentage of increase in value identified in column 'F' of Annex 'E' be subject to further review.
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- 12.23 a) Despite paragraph 12.22(a), if Alberta fails to make any payment due in accordance with the schedule in Annex 'E' the aggregate of any payments made prior to that time will be treated as if they were payments made during the Fiscal Year in which the failure to make a scheduled payment occurs and each dollar will be credited as if it were a dollar plus an amount equal to the percentage of increase in value to be applied to every dollar (\$1) paid during the Fiscal Year of that failure as identified in column 'F' of Annex 'E'; and
- b) following any such failure, subject to the prior agreement of the Federal Minister in writing, the Province may resume making payments in accordance with the schedule in Annex 'E'.

Additional Lump Sum Payments towards the Reduction of Deferred Amounts Otherwise Owing

- 12.24 In addition to the payments to be made in accordance with Annex 'E', in any Fiscal Year if the Federal Minister and the Provincial Minister so agree, Alberta may make additional payments towards the deferred amount projected to be left owing at the end of the term of this Agreement.

Subject to paragraphs (a) and (b), the terms of and timing of additional payments are to be agreed to in writing between the Parties.

- a) If Alberta has made each payment scheduled in Annex 'E', then every dollar (\$1) paid under this subarticle will be a credit towards the amount left owing as if each dollar were a dollar plus an amount equal to the percentage of increase in value to be applied to every dollar (\$1) paid during that Fiscal Year as identified in column 'F' of Annex 'E'.
- b) If Alberta has not made each payment scheduled in Annex 'E', then every dollar (\$1) paid under this subarticle will be a credit towards the amount left owing as if every dollar were a dollar (\$1).

Payment of the Deferred Amount Left Owing at the End of this Agreement

- 12.25 At the end of the term of this Agreement or at the termination of this Agreement, Alberta will pay to Canada the total amount that it owes in respect of the expenditures made by Canada for the accommodations program provided by Canada in respect of the obligation described in subarticle 12.3 that are to be shared by Alberta under subarticle 12.4, and

- a) payment is to be made no later than 180 days following the receipt of an invoice from Canada for that amount;
- b) the amount that remains owing by Alberta is to be calculated in accordance with subarticle 12.26.
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Calculation of the Deferred Amount Left Owing at the End of this Agreement

12.26 The total amount owing by Alberta under subarticle 12.25 is to be calculated by:

- a) determining the aggregate of expenditures made by Canada in respect of the obligation described in subarticle 12.3 during the life of this Agreement, and subtracting from that aggregate:
 - i) the aggregate of payments by Alberta made under paragraph 12.18 during that same period, together with
 - ii) the total amount of the credit determined in accordance with subarticles 12.22, 12.23, and 12.24.
- b) any expenditure made by Canada for which Alberta has already paid its share by including that share of the direct costs of the Service during any Fiscal Year by operation of subparagraph 11.2(a)(iii) will not be included when determining the aggregate of expenditures made by Canada; and
- c) the payments made by Alberta under subparagraph 11.2(a)(iii) will not be included when determining the aggregate of payments made by Alberta.

12.27 In no event will the credit determined under subarticles 12.22, 12.23, and 12.24 result in an amount becoming owing to Alberta as a result of the calculation described in subarticle 12.26.

Survival of Payment Obligations

12.28 Despite any other provision of this Agreement, the amount owed under paragraph 12.25 will survive the expiration or termination of this Agreement until it is paid in its entirety.

Reporting and Accountability

12.29 The Parties acknowledge that the reporting and accountability in respect of the accommodations program are included in such provisions as:

- a) the consultation, planning, and reporting undertaken in respect of the setting of the plans and budgets described in subarticles 12.9 and 12.10;
 - b) the consultation and reporting undertaken in the Five-Year Reconciliation described in subarticle 12.15;
 - c) the planning and reporting described in Article 18 (Financial Planning and Reporting);
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- d) the ability to undertake bilateral reviews under Article 20; and
- e) the reporting and accountability provisions of Article 21 (Contract Management Committee).



**ARTICLE 13.0 REMOVAL OF BUILDINGS & LIVING QUARTERS AND
TRANSFER OF BUILDINGS, LIVING QUARTERS & LAND**

- 13.1 If any Building or Living Quarters that Canada acquired, constructed, or renovated during the term of this Agreement is removed by Canada from the use of the Provincial Police Service, the accountability for that Building or Living Quarters will be dealt with in accordance with the following provisions:
- a) if Alberta paid in full, by operation of subparagraph 11.2(a)(iii), for the expenditures related to the acquisition, construction or renovation of the Building or Living Quarters Alberta will be credited 70 per cent of the Fair Market Value of the Building or Living Quarters less all reasonable costs incurred by Canada in the disposition of the land and Buildings or Living Quarters including the costs incurred as a result of any requirements imposed by law;
 - b) if Alberta has not yet paid its full share of the expenditures owing, Alberta will be credited with a percentage of the Fair Market Value of the Building or Living Quarters that is equal to the proportion of the amounts paid by Alberta for that Building or Living Quarters up to the time of removal divided by the original expenditures made by Canada, less all reasonable costs incurred by Canada in the disposition of the land and Building or Living Quarters including the costs incurred as a result of any requirements imposed by law;
 - c) the Fair Market Value referred to in paragraph (a) and (b) is to be determined as of the time immediately preceding the removal of the Building or Living Quarters and is exclusive of any amount attributable to the value of the land; and
 - d) if any amount remains owing in respect of a Building or Living Quarters, the payments left owing will cease in the Fiscal Year when the Building or Living Quarters was removed.
- 13.2 Subject to all applicable laws and any necessary approval by Canada, the ownership of any land and Buildings or Living Quarters held by Canada and used for the provision of the Provincial Police Service and no longer required by Canada may, at the option of Alberta, be acquired through a transfer of administration under a separate agreement.
- 13.3 In the event of the expiry or termination of this Agreement, it is agreed that to acquire land and such Buildings or Living Quarters situated thereon that are no longer required by Canada that Alberta will pay Canada an amount equal to:
- a) the Fair Market Value for the Buildings or Living Quarters, less the amount equal to the proportion of the original costs incurred by Canada in respect of that Building or Living Quarters that have already been paid by Alberta;
 - b) the Fair Market Value of the land; and
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- c) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
- 13.4 Despite 13.3, in the event of the expiry or termination of this Agreement, it is agreed that to acquire any land and any building used as a detachment situated thereon that is no longer required by Canada Alberta will pay to Canada an amount equal to:
- a) if the building has been used as a detachment since before April 1, 1992, until the time of the expiry or termination:
 - i) 30 per cent of the Fair Market Value of the building;
 - ii) the Fair Market Value of the land; and
 - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
 - b) if the building was first used as a detachment at some time between April 1, 1992 and March 31, 2012, and continues to be used as a detachment at the time of the termination:
 - i) the Fair Market Value of the building less the credit granted for the number of Fiscal Years that detachment was used, which credit is equal to a percentage of that Fair Market Value determined in accordance with Annex 'F';
 - ii) the Fair Market Value of the land; and
 - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
 - c) if the building was first used as a detachment at some time between April 1, 1992 and March 31, 2012 and continues to be used as a detachment on March 31, 2032:
 - i) 30 per cent of the Fair Market Value of the building;
 - ii) the Fair Market Value of the land; and
 - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
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- 13.5 a) The option to acquire land and such Buildings or Living Quarters situated thereon that are no longer required by Canada may only be exercised by Alberta if it has provided notice in writing of the intent to exercise that option, and
- i) in the event of termination such notice must be received by Canada at least 6 months prior to the date of the intended termination; or
 - ii) in the event of expiry such notice must be received by Canada at least 3 months prior to the date of the expiry.
- b) If Canada receives such a notice then within 6 months following the effective date of termination or expiry Canada will identify which land or such Buildings or Living Quarters situated thereon that Canada continues to require and will inform Alberta of such by notice.
- 13.6 For greater certainty, unless the Parties agree otherwise, the option to transfer administration and the credits established under this article will cease to apply at the earlier of the following two dates:
- a) the effective date of termination or expiry if Alberta has not provided notice under paragraph 13.5(a); or
 - b) 12 months from the receipt by Alberta of the notice required under paragraph 13.5(b).
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ARTICLE 14.0 EQUIPMENT

- 14.1 a) Equipment supplied by Canada for use by the Provincial Police Service will be of a standard and quantity that is necessary for the Service to carry out its responsibilities under this Agreement.
- b) Canada, in procuring such Equipment, will do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the *Government Contract Regulations*.
- 14.2 If any item of Equipment - Type A that was purchased during this Agreement by Canada at a cost of more than \$150, 000 for the Provincial Police Service is lost, damaged, destroyed or removed from the Provincial Police Service, the financial consequences from the loss, damage, destruction or removal of that item will be determined as follows:
- a) if Alberta paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, Alberta will be credited 70 per cent of the Fair Market Value, if any, of that item;
- b) if Alberta has not yet paid its full share of the purchase cost of the item, Alberta will be credited with a percentage of the Fair Market Value of that item that is equal to the proportion of the amounts paid by Alberta for that item, exclusive of interest, up to the time of loss, damage, destruction or removal divided by the original acquisition costs incurred by Canada for that item;
- c) the Fair Market Value referred to in paragraphs (a) and (b) is to be determined as of the time immediately preceding the loss, damage, destruction or removal of the item; and
- d) if any item of Equipment is subject to amortization in accordance with subparagraph 11.2(b)(x) the payments will cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.
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ARTICLE 15.0 TRANSFER OF OWNERSHIP OF EQUIPMENT

15.1 In the event of the expiry or termination of this Agreement:

- a) subject to subarticle 15.2, the ownership of any item of Equipment that was purchased by Canada for the Provincial Police Service and in respect of which Alberta has paid its full share, will, at the option of Alberta:
 - i) be transferred to Alberta after it pays to Canada an amount equal to the amount that the current Fair Market Value exceeds the amount, exclusive of interest, that was already paid to Canada by Alberta for that item of Equipment; or
 - ii) remain vested in Canada, in which case Canada will credit Alberta with the amount, if any, by which the current Fair Market Value exceeds the amount that Canada paid for that item of Equipment;

- b) subject to subarticle 15.2, if any item of Equipment - Type A that cost more than \$150,000, was purchased by Canada for the Provincial Police Service and amortized under subparagraph 11.2(b)(x) and Alberta has not yet paid its full share of the expenditures owing for that item of Equipment, then the ownership of that item of Equipment will, at the option of Alberta:
 - i) be transferred to Alberta after it pays to Canada an amount equal to the amount that the current Fair Market Value exceeds the amount, exclusive of interest, that was already paid to Canada by Alberta for that item of Equipment; or
 - ii) remain vested in Canada, in which case Canada will credit Alberta with a percentage of the Fair Market Value that is equal to the proportion of the amounts paid by Alberta for that item, exclusive of any interest, up to the time of the expiry or termination divided by the original acquisition costs incurred by Canada for the item and, any amortized amount remaining owing by Alberta in respect of that item of equipment will cease;

- c) the Fair Market Value referred to in paragraphs (a) and (b) is to be determined as of the time immediately preceding the termination or expiry.

15.2 The option to transfer ownership of an item of Equipment referred to in paragraphs 15.1 (a) and (b) may only be exercised by Alberta if it has provided notice in writing of the intent to exercise that option, and

- a) in the event of termination such notice must be received by Canada at least 6 months prior to the date of the intended termination; or
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- b) in the event of expiry such notice must be received by Canada at least 3 months prior to the date of the expiry; and
 - c) the transfer must be completed within 6 months following the effective date of termination or expiry, unless the Parties agree otherwise.
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ARTICLE 16.0 JAILS AND LOCK-UPS

- 16.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Province against the *Criminal Code* or the laws of the Province but, if necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will continue to be maintained by the RCMP and will not be reduced without prior consultation with the Provincial Minister.
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ARTICLE 17.0 METHOD OF PAYMENT

- 17.1 a) Subject to paragraph (c), all amounts payable by Alberta will be due 45 days from the date of receipt of an invoice from Canada; payment will be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; if the Commissioner and the Provincial Minister agree in writing, payments may be made by any other method.
- b) Canada will invoice for payment on a quarterly basis, on or about July 1, October 1, January 1 and March 31 in each Fiscal Year; with the invoices being for the four periods ending June 30, September 30, December 31, and March 31, respectively, and each invoice will cover 1/4 of the estimated cost of the Provincial Police Service for that Fiscal Year.
- c) Any deficiency in payment or over-payment by Alberta in one Fiscal Year will be credited to or debited against Alberta, as the case may be, and will be reflected in the first invoice of the succeeding Fiscal Year.
- 17.2 It is agreed that the payment of money by Alberta that becomes due under this Agreement is subject to an appropriation being available in an amount sufficient for the payment in the Fiscal Year when the payment falls due.
- 17.3 It is agreed that the performance by Canada of its obligations under this Agreement, including the performance of duties and the rendering of services by the RCMP, are subject to an appropriation by Parliament that is of an amount that is sufficient for the performance of those obligations in each Fiscal Year.
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ARTICLE 18.0 FINANCIAL PLANNING & REPORTING

- 18.1 a) Each Fiscal Year the Commanding Officer and the Provincial Minister will, in an agreed upon format and schedule, exchange information necessary for the RCMP to prepare the projected Multi-Year Financial Plan for the Provincial Police Service for the consideration of the Provincial Minister in preparation of the annual budgets for the Service.
- b) For the purposes of paragraph (a), the Multi-Year Financial Plan will cover a period of three Fiscal Years, or up to five Fiscal Years, as determined by the Provincial Minister, beginning on the first day of the next Fiscal Year.
- c) For the purposes of paragraphs (a) and (b), the information exchanged between the Commanding Officer and the Provincial Minister will, at a minimum, address the following:
- i) the number of positions required for the Provincial Police Service;
 - ii) budgetary considerations affecting the Provincial Police Service;
 - iii) the proposed multi-year infrastructure and equipment plans;
 - iv) any significant deviation between the budget for the previous Fiscal Year and expenditures for the current Fiscal Year; and
 - v) any other agreed upon information.
- d) Each Fiscal Year the Commanding Officer will, on or before June 1, provide the Provincial Minister with the Multi-Year Financial Plan.
- e) Each Fiscal Year the Provincial Minister will, on or before June 15, provide the Commanding Officer with the projected annual budget for the Provincial Police Service for the next Fiscal Year, as well as the projected budgets, if available, for the balance of the Multi-Year Financial Plan.
- f) Each Fiscal Year the Provincial Minister will, to the extent they become available, provide the Commanding Officer with updates of the projected annual budget for the next Fiscal Year for the Provincial Police Service until the conclusion of the provincial budget process for the next Fiscal Year.
- 18.2 a) The Provincial Minister will, at the conclusion of the provincial budget process for each Fiscal Year, provide to the Commanding Officer:
- i) a written statement indicating the approved annual budget for the Provincial Police Service for that Fiscal Year; and
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- ii) if available, a written statement indicating any changes to the projected annual budgets for the balance of the then current Multi-Year Financial Plan.
 - b) The Commanding Officer will seek approval from the Provincial Minister as soon as feasible with respect to any proposed changes to the said approved annual budget.
- 18.3 The Commanding Officer will at mutually agreeable intervals during the Fiscal Year, and in a standardized format, provide the Provincial Minister with the following:
- a) details of the year-to-date expenditures together with the forecasted expenditures for the remainder of the Fiscal Year including explanations of any material variances from the approved annual budget referred to in subparagraph 18.2(a)(i);
 - b) proposed changes or updates to the Service's multi-year infrastructure and equipment plans.
- 18.4 The Commanding Officer will, no later than three months following the conclusion of each Fiscal Year, provide the Provincial Minister in a standardized format with an accurate, detailed accounting of all actual expenditures for the Provincial Police Service, together with an explanation of any material variances from the approved annual budget referred to in subparagraph 18.2(a)(i).
- 18.5 The Commanding Officer will obtain the approval of the Provincial Minister prior to purchasing Equipment – Type A over \$150,000.
- 18.6 Each Fiscal Year the Commanding Officer will provide the Provincial Minister with a copy of the current RCMP's Chart of Accounts used to record financial transactions.
- 18.7 The Commanding Officer, being given reasonable notice, shall provide the Provincial Minister with any additional information reasonably relating to the financial implications of the Provincial Police Service.
- 18.8 In addition to the above, the Parties will work to continue to strengthen the overall administration of this Agreement including developing and implementing on-going initiatives to improve long-term financial planning, with a view to achieving greater predictability and transparency when budgeting for future policing costs.
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ARTICLE 19.0 DIRECTED REVIEWS OF THE SERVICE

- 19.1 a) The Contract Management Committee (as defined in Article 21) may provide in writing to the RCMP matters to be considered for inclusion in the RCMP's departmental audit plan for activities undertaken in support of any Provincial or Territorial Police Service.
- b) The RCMP will provide the Contract Management Committee with a description of the matters relating to the Provincial Police Service that are included in the RCMP's departmental audit plan for each Fiscal Year.
- 19.2 a) In each Fiscal Year, the Commanding Officer will consult the Provincial Minister when developing the Division's plans for conducting Directed Reviews of the Service.
- b) The Provincial Minister may identify, following consultation with the Commanding Officer, specific Directed Reviews to be conducted of the Service or on the policing services provided under this Agreement.
- c) The Service will, to the extent possible, participate in any Directed Review identified under paragraph (b).
- d) The subject matter, scope, participation of provincial officials, and timing of any Directed Review undertaken in accordance with paragraph (b) will be determined between the Provincial Minister and the Commanding Officer.
- e) The Provincial Minister may request, which request may not be unreasonably denied, that an independent third-party mutually agreeable to the Parties be appointed to conduct Directed Reviews ("Independent Reviewer"). If the Provincial Minister does not request the appointment of an Independent Reviewer, Directed Reviews will be conducted by the Service.
- f) The Independent Reviewer will be provided with access to information relevant to the agreed-upon subject matter and scope subject to:
- (i) compliance with all applicable laws, federal policies and other requirements for the protection of information to which the RCMP is subject to, and
 - (ii) any Memorandum of Understanding entered into between the Commanding Officer and the Provincial Minister, if, in the opinion of the Provincial Minister or the Commanding Officer, such a Memorandum of Understanding is necessary or desirable.
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- g) If an Independent Reviewer is appointed at the request of the Provincial Minister Alberta will pay 100 per cent of costs of that Directed Review.
 - h) Each report generated by an Independent Reviewer or the Service as a result of a Directed Review will be provided to both the Provincial Minister and the Commanding Officer as soon as practicable.
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ARTICLE 20.0 BILATERAL REVIEW

- 20.1 The Parties may, in accordance with this Article, undertake bilateral reviews of matters arising out of the implementation of this Agreement, and prior to initiating a Dispute under Article 23 the Parties should give due consideration to undertaking such bilateral reviews.
- 20.2 The frequency, scope and subject matter to be reviewed are subject to the agreement of the Parties.
- 20.3 If one Party wishes to propose a matter for review, that Party will notify the other Party in writing of the matter it proposes to be reviewed, together with full written details thereof.
- 20.4 If a Party is in receipt of a notice provided under subarticle 20.3 that Party will respond in writing as soon as practicable to provide notice of its agreement or counter-proposal, together with full written details thereof.
- 20.5 In no event will the provisions of subarticle 11.1 and subarticle 12.4 (the cost share) be subject to further review, unless the Parties expressly agree otherwise.
- 20.6 No amendment to this Agreement arising out of any review under this Article will take effect unless and until an agreement in writing has been duly executed as provided by subarticle 25.1.
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ARTICLE 21.0 CONTRACT MANAGEMENT COMMITTEE

- 21.1 There will be a Contract Management Committee (“Committee” or “CMC”) to support the delivery of professional, efficient and effective police services under this Agreement and to meet the evolving needs of each Party.
- 21.2 The Committee will provide a forum for information sharing between Committee representatives in order to foster timely consultation and collaboration on service delivery, policing policies, and other issues that will or may affect the governance, costs, quality or capacity of:
- a) the Service in any of the provinces or territories with representatives on the Committee; or
 - b) a RCMP Program.
- 21.3
- a) Issues and proposals that will or may affect governance, cost, quality or capacity of the Service, or a RCMP Program, will be brought to the Committee’s attention in a reasonable and timely manner in order to allow for meaningful consultation and collaboration on such issues prior to decisions on such matters being made.
 - b) Without limiting the foregoing, the Committee will be consulted in advance with respect to any proposed addition or deletion to the cost items included in the cost base, as well as any other proposed change that affects the cost of the Service such as allocation formulas or costing methodologies.
 - c) Committee representatives will undertake best efforts to provide all relevant information on substantive issues and proposals under consideration in a timely manner.
 - d) The Committee will seek consensus on, and will make reasonable efforts to achieve effective and timely resolution of all matters brought to it for consideration.
- 21.4 With respect to RCMP Programs:
- a) The Commissioner will cause, in each Fiscal Year or at such other period as may be set by the Committee, a Multi-Year Financial Plan for the accommodations program provided for under Article 12 and the recruiting and training program referred to under subparagraph 11.2(b)(vii) to be provided to the Committee.
 - b) The Committee may on a reasonable basis and from time to time require that the Commissioner cause a Multi-Year Financial Plan to be provided to CMC in respect of RCMP Programs other than those described in paragraph (a).
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- c) Once the Committee has required that the Commissioner cause a Multi-Year Financial Plan to be provided under paragraph (b) the RCMP's representative will make best efforts to provide a Multi-Year Financial Plan in accordance with this Article for that program.
 - d) Subject to paragraphs (a), (b) and (c), each Fiscal Year the Commissioner will cause a Multi-Year Financial Plan to be prepared and delivered to the Committee, no later than September 15, for each RCMP Program required.
 - e) For the purposes of paragraph (d), each Multi-Year Financial Plan will cover a period of at least three Fiscal Years that will begin on the first day of the next Fiscal Year.
 - f) For the purposes of paragraphs (d) and (e), the information in the Multi-Year Financial Plan will, at a minimum, address the following:
 - i) any budgetary considerations affecting the Service;
 - ii) any proposed multi-year infrastructure and equipment plans;
 - iii) any significant deviation between the Multi-Year Financial Plan for the previous Fiscal Year and the expenditures for the current Fiscal Year; and
 - iv) any other information necessary for the Committee's review and consultation.
- 21.5 In each Fiscal Year, the RCMP's representative will seek the views of the Committee in respect of any Multi-Year Financial Plan provided pursuant to paragraph 21.4(c), and, with the goal of achieving a consensus of support for those Plans among Committee representatives, will make reasonable efforts to achieve effective and timely resolution of all matters raised in respect of any Plan.
- 21.6 With respect to any Multi-Year Financial Plan provided to the Committee in accordance with sub-paragraph 21.4(c), if the Committee has not indicated a consensus of support for such Multi-Year Financial Plan by December 15 of that Fiscal Year, then the Committee Co-chair from the provinces and territories will, within a reasonable time, provide a written record to the Commissioner setting out the part, or parts, of the Multi-Year Financial Plan that was, or were, not supported by the Committee, and an explanation of why it was not supported.
- 21.7 If the Commissioner is in receipt of the written record referred to in subarticle 21.6 the Commissioner will, within a reasonable time, provide a written response to that record.
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- 21.8 With respect to RCMP Programs, the RCMP's representative will provide the Committee with a description of the matters relating to the RCMP Programs that are included in the RCMP's departmental audit plan for each Fiscal Year:
- a) Each Fiscal Year, the RCMP's representative will consult the Committee when developing the plans for conducting Directed Reviews of a RCMP Program.
 - b) The Committee may request specific Directed Reviews be conducted on a RCMP Program.
 - c) The RCMP will, to the extent reasonably possible, participate in any Directed Review requested under paragraph (b).
 - d) The subject matter, scope and timing of any Directed Review undertaken in response to a request received under paragraph (b) will be determined between the RCMP's representative and the Committee.
 - e) The provinces and territories, through their Co-chair, may request that an independent third-party agreeable to the RCMP's representative be appointed ("Independent Reviewer") to conduct a Directed Review. If the Co-chair from the provinces and territories does not request the appointment of an Independent Reviewer, a Directed Review will be conducted by the RCMP, or in accordance with the RCMP's internal protocols, procedures, and practices.
 - f) The Independent Reviewer will be provided with access to information relevant to the agreed-upon subject matter and scope subject to:
 - i) compliance with all applicable laws, federal policies and other requirements for the protection of information to which the RCMP is subject to, and
 - ii) any Memorandum of Understanding entered into between the RCMP's representative and the Co-chair from the provinces and territories, if, in the opinion of the RCMP's representative, such a Memorandum of Understanding is necessary or desirable.
 - g) Each report generated by an Independent Reviewer or the RCMP in accordance with departmental audit protocols, procedures, and practices, as a result of a request made under paragraph (b), will be provided to both the Committee and the RCMP's representative as soon as practicable following its completion.
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- h) If a Directed Review is conducted by an Independent Reviewer, Alberta's share of the costs incurred by Canada in respect of that Review will be included in the indirect costs of the Service, and that share is to be determined by:
 - i) dividing the total cost of the Review by the total FTE Utilization of Members in the police services of each province and territory with which Canada has an agreement similar to this Agreement and multiplying the result by the total FTE Utilization of Members utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year.
- 21.9
- a) The Committee will be comprised of one representative from each province and territory with which Canada has an agreement similar to this Agreement, one representative from the Department, and one representative from the RCMP.
 - b) The Committee will have two Co-chairs, one Co-chair from the provinces and territories and one Co-chair from the Department.
 - c) The Co-chairs, in consultation with all Committee representatives, are responsible for co-ordinating the issues to be considered by the Committee and, for determining the time, manner and place of each meeting.
- 21.10
- a) The Committee may:
 - i) set its operating procedures, such procedures will address at a minimum Records of Discussion and secretariat support services, and
 - ii) create standing or ad hoc sub-committees as required.
 - b) The Committee will meet in person as frequently as circumstances may require but in any event no less than semi-annually.
 - c) The Committee may provide assistance on the interpretation of the policing agreements.
 - d) The Committee will maintain, approve and update changes to the Companion Document.
 - e) The Committee will facilitate the process for the Five-Year Review pursuant to Article 22.
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- f) Following the consultation and collaboration described in subarticle 21.3, and subarticle 21.5 the Committee Co-chairs will provide each other with a written record of the views expressed by the Committee representatives; such record is to be provided in a reasonable and timely manner so that the views may be considered before decisions on matters referred to in subarticle 21.2 are made.
 - (i) The Co-chair representing Canada will provide a written record of the views expressed by the Department and the RCMP.
 - (ii) The Co-chair representing the provinces and territories will provide a written record of the views expressed by the provinces and territories.
- g) Each Committee representative will ensure that the results of the discussions of the Committee outlined in the written records produced in conformity with paragraph (f) are communicated to those in their respective jurisdictions responsible for making such decisions in advance of such decision being made.
- h) Costs associated with the Committee will be shared amongst its members as determined by the Committee.

21.11 The Parties agree that the Companion Document does not form part of this Agreement, and that the references to the Companion Document are not intended to incorporate the Companion Document into this Agreement.

ARTICLE 22.0 CMC FIVE YEAR REVIEWS

- 22.1 The Parties agree that there will be periodic reviews related to substantive issues, including but not limited to financial issues, arising out of the implementation of this Agreement involving the provincial or territorial police service of more than one province or territory with which Canada has an agreement similar to this Agreement.
- 22.2 These reviews are to be known as Five-Year Reviews (“Reviews”) and are to be conducted in accordance with this Article.
- 22.3 A Review will be conducted during Fiscal Years 2016-2017, 2021-2022, and 2026-2027, and each Review will be concluded on or before April 1 in the years 2017, 2022, and 2027.
- 22.4 The Parties recognize that Canada or any province or territory with which Canada has an agreement similar to this Agreement may propose a matter for inclusion in the Review.
- 22.5 The Parties agree that:
- a) all matters proposed for inclusion in the Review will be referred to the Contract Management Committee for consideration as provided for under paragraph 21.10(e);
 - b) matters referred to the Contract Management Committee under paragraph (a) will be provided in writing and will include the full written details thereof;
 - c) no Party may propose a matter for inclusion in the Review earlier than 18 months or later than 12 months in advance of the date on which the Review is to be concluded, unless the Parties agree otherwise;
 - d) only those matters identified by the Contract Management Committee for inclusion in the Review by April 1 of the year within which the Review is to take place will be reviewed, unless the Parties agree otherwise;
 - e) the costs incurred by Canada as determined in accordance with Article 11 and Article 12 for the provision of the Provincial Police Service may only be reviewed pursuant to a Review under this Article; and
 - f) in no event will the provisions of subarticle 11.1 and paragraph 12.4 (the cost share) be subject to further review, unless the Parties agree otherwise.
- 22.6 The results of each Review together with any recommendations determined by the Contract Management Committee will be provided, as soon as practicable, to the Federal, Provincial and Territorial Deputy Ministers responsible for the administration of this Agreement for their review and consideration.
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22.7 No amendment to this Agreement arising out of any Review under this Article will take effect unless and until an agreement in writing has been duly executed as provided by subarticle 25.1.

ARTICLE 22.1.0 TOTAL COMPENSATION

- 22.1.1 The Parties acknowledge their shared interest in maintaining a police service that is reasonably and competitively compensated.
- 22.1.2 From time to time, and as required by the Contract Management Committee, the Committee will be provided with a report comparing Total Compensation received by Comparable Police Services in Canada to be prepared by a party mutually agreeable to the Parties.
- 22.1.3 Subject to 22.1.4, if the report establishes that, for a third consecutive Fiscal Year, the average total value of the Total Compensation received by each individual constable in the Service exceeds the average total value of the Total Compensation that is provided to each individual member of a comparable rank to constable of the three Comparable Police Services in Canada receiving the highest average total value of Total Compensation per member at that rank, then the Committee may initiate a review of the Total Compensation received by Members who are constables.
- 22.1.4 a) No review may be initiated if the Committee has previously indicated a consensus of support for a Total Compensation package projected to be above that average for that period; and
- b) no review may be initiated if, after having received the report referred to in subarticle 22.1.3, the Committee indicates a consensus of support for a Total Compensation package having been above the average for that period.
- 22.1.5 a) Following the completion of any review undertaken by the Committee, the Committee may present recommendations with respect to Total Compensation for consideration by their respective Deputy Ministers;
- b) upon receiving recommendations Deputy Ministers will meet with a view to seeking consensus on how best to address the issue, up to and including appropriate adjustment strategies, if required; and
- c) the Deputy Ministers will ensure that the results of their discussions are communicated to those responsible for making decisions affecting Total Compensation.
- 22.1.6 Despite any other provision of this Agreement, any aspect of Total Compensation will not be subject to any review of any type other than in accordance with this Article, unless the Parties agree otherwise.
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- 22.1.7 (a) Alberta's share of the total cost incurred by Canada in respect of each report or review will be included in the indirect costs of the Service; and
- (b) Alberta's share of those costs is to be determined by dividing the total cost of the report by the total FTE Utilization of Members in the provincial and territorial police services of each province or territory with which Canada has an agreement similar to this Agreement and multiplying the result by the total FTE Utilization of Members utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year.
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ARTICLE 23.0 DISPUTES

- 23.1 Any issue, matter of general concern, or dispute (“Dispute”) arising from this Agreement will be a matter for consultation and resolution between the Parties.
- 23.2 The Parties will consult each other should there be any issue, matter of general concern, or dispute arising from the interpretation or implementation of this Agreement, and will, in good faith, attempt to resolve the matter before providing written notice of a Dispute.
- 23.3 If one Party has provided the other Party with a written notice identifying the nature of the Dispute and containing a request for a meeting, consultations are to take place in a timely manner.
- 23.4 If a Dispute is related to an invoice under this Agreement, consultation will take place in the following manner:
- a) Within 30 days of providing notice identifying the nature of the Dispute and containing a request for a meeting, the Commanding Officer will attempt to resolve the Dispute with the Assistant Deputy Minister of the Province responsible for issues related to this Agreement.
 - b) If some or all of the issues in dispute are not resolved within 60 days of receipt of the notice provided under subarticle 23.3, then the Parties will attempt to resolve the Dispute through a second level of discussion, to be undertaken between the Federal and Provincial Assistant Deputy Ministers responsible for issues related to the Agreement.
 - c) If some or all of the issues in dispute are not resolved within 120 days of receipt of the notice provided under subarticle 23.3, then the Parties will attempt to resolve the Dispute through a third level of discussion, to be undertaken between the Federal and Provincial Deputy Ministers responsible for issues related to this Agreement.
 - d) If some or all of the issues in dispute are not resolved within 180 days of receipt of the notice provided under subarticle 23.3, then the matter will be referred to the Federal Minister and the Provincial Minister for resolution in such manner as they will see fit.
- 23.5 Notwithstanding subarticle 23.4, any Dispute arising from this Agreement may be referred to the Federal Minister and the Provincial Minister, or their Deputy Ministers, for consultation and resolution at any time and in such manner as they see fit.
- 23.6 If a Dispute is not resolved through consultation, it may be dealt with through an alternative dispute resolution process on such terms and within such time as may be agreed to in writing by the Parties.
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- 23.7 All information exchanged during any part of this process will be regarded as “without prejudice” communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during any part of this process.
- 23.8 The provisions of this Agreement will continue to apply despite any Dispute.
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ARTICLE 24.0 NOTICE

24.1 Any notice that is required or permitted under this Agreement, to be given by one Party to the other Party, will be given in writing and sent by email, regular or registered mail, courier or facsimile. Notice will be considered as having been received upon delivery of the courier, or one day after being sent by email or facsimile, or five calendar days after being mailed.

24.2 (a) All correspondence and notice to Canada will be addressed to:

Minister of Public Safety and Emergency Preparedness,
269 Laurier Avenue West,
Ottawa, Ontario, K1A 0P8

Facsimile: 613-954-5186; and

(b) All correspondence and notice to Alberta will be addressed to:

Solicitor General and Minister of Public Security
Office of the Solicitor General and Minister of Public Security
Solicitor General and Public Security
402 Legislature Building
10800 - 97 Avenue
Edmonton, AB T5K 2B6

Facsimile: 780-415-9566.

24.3 Either Party may, by providing notice to the other Party, change their address in Article 24.2.

ARTICLE 25.0 AMENDMENT

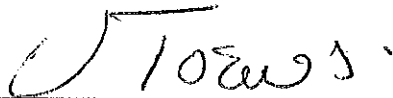
25.1 This Agreement may only be amended by the written agreement of the Parties.

ARTICLE 26.0 SURVIVAL

- 26.1 The obligations and rights set out above in Articles 17 (Method of Payment), 24 (Notice), and 25 (Amendment) will survive the expiry or termination of this Agreement.
- 26.2 The obligations and rights set out in Article 11 (Basis of Calculation of Payment) will survive following the expiry or termination of this Agreement until the date on which the amount owed by the Province under that article is paid in its entirety.
- 26.3 The obligations and rights set out above in subarticles 12.25, 12.26, 12.27 and 12.28 (Accommodations Program) will survive until the day on which the amount owed by the Province under this Agreement is paid in its entirety.
- 26.4 The obligations and rights set out above in subarticles 13.2, 13.3, 13.4, 13.5, and 13.6 (Removals of Buildings & Living Quarters and Transfer of Buildings, Living Quarters & Land) will survive following the expiry or termination of this Agreement until the option to transfer administration and the credits established under Article 13 cease to apply, such cessation to be determined in accordance with subarticle 13.6.
- 26.5 The obligations and rights set out above in Article 15 (Transfer of Ownership of Equipment) will survive for 6 months following the expiry or termination of this Agreement.
-

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through duly authorized representatives.

SIGNED on behalf of Canada



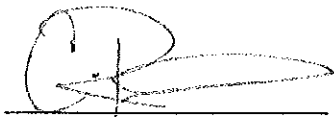
Minister of Public Safety and
Emergency Preparedness

SIGNED on behalf of Alberta



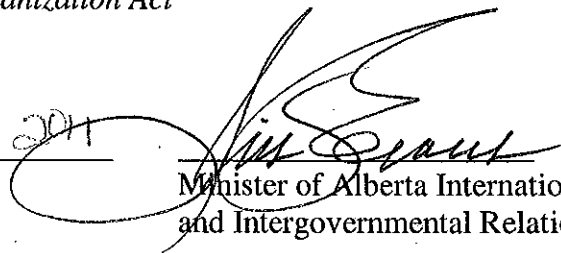
Solicitor General and Minister of Public Security

APPROVED pursuant to the *Government Organization Act*



Witness

August 31, 2011
Date



Minister of Alberta International
and Intergovernmental Relations

ANNEX 'A':

**SCHEDULE OF PERSONNEL RESOURCES ASSIGNED TO THE
PROVINCIAL POLICE SERVICE**



ANNEX 'B': **REQUEST FOR INCREASE OR DECREASE OF THE
PROVINCIAL POLICE SERVICE**

Request for an Increase

1. Form of letter to be used to request an increase for the purposes of subarticle 5.1:

[Federal Minister]

Dear Minister

Pursuant to subarticle 5.1 of the Provincial Police Service Agreement, I am writing to request an increase to the personnel resources, to be recorded in Annex 'A', and to be assigned to the Provincial Police Service.

I request an increase of _____ [Regular Members / Civilian Members / Support Staff] assigned to the Provincial Police Service, so as to increase the total strength of [Regular Members / Civilian Members / Support Staff] from _____ to _____.

I confirm our incremental financial commitment for the costs for the requested increase.

This letter and your reply will serve as an amendment to Annex 'A'.

Yours truly,

[Provincial Minister]

Request for a Decrease

2. Form of letter to be used to request an increase for the purposes of subarticle 5.2:

[Federal Minister]

Dear Minister

Pursuant to subarticle 5.2 of the Provincial Police Service Agreement, I am writing to request a decrease of _____ [Regular Members / Civilian Members / Support Staff] assigned to the Provincial Police Service and recorded in Annex 'A'. This will decrease the total strength of [Regular Members / Civilian Members / Support Staff] assigned to the Provincial Police Service from _____ to _____

This letter and your reply will serve as an amendment to Annex 'A'.

Yours truly,

[Provincial Minister]

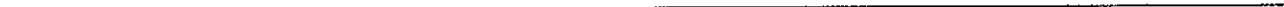
ANNEX 'C':

**PLANS FOR DIVISIONAL MAJOR CAPITAL, MINOR CAPITAL
AND LIVING QUARTERS**



ANNEX 'D':

**PROJECTED BUDGETS FOR DIVISIONAL MAJOR CAPITAL,
MINOR CAPITAL AND LIVING QUARTERS**



ANNEX 'E': **SCHEDULE OF PAYMENTS – REDUCTION OF DEFERRED AMOUNTS OTHERWISE OWING**

In this Annex,

- a) Column 'A' is the expenditures projected to be made by Canada for the construction or acquisition of buildings to be used as detachments;
 - b) Column 'B' is the total amount projected to be owing by the Province for expenditures made by Canada to construction buildings used as detachments, and
 - i) those amounts will be included in the projected budget for Major Capital established in accordance with subarticle 12.10 for Fiscal Year 2012-2013; and
 - ii) beginning in Fiscal Year 2013-2014 those projected amounts will be adjusted in accordance with subarticles 12.14 and 12.15;
 - c) Column 'C' is the amount projected to be owing by Alberta for expenditures made by Canada to construction buildings used as detachments that is not deferred;
 - d) Column 'D' is the amount projected to be owing by Alberta for expenditures made by Canada to construction buildings used as detachments that is to be deferred;
 - e) Sub-column 'E1' is the amount to be credited under paragraph 12.22(a) in respect of the accelerated payments that are to be made by Alberta under subarticle 12.19 for Fiscal Years 2012-2013 through 2016-2017;
 - f) Sub-column 'E2' is the projected amount to be credited under paragraph 12.22(a) in respect of the accelerated payments that are to be made by Alberta under subarticle 12.19 for Fiscal Years 2017-2018 through 2031-2032, and beginning in Fiscal Year 2017-2018, that projection will be revised in accordance with subarticle 12.21;
 - g) Column 'F' is the percentage of increase in value to be applied in accordance with subarticle 12.22 to every dollar (\$1) paid during the corresponding Fiscal Year;
 - h) Sub-column 'G1' is the resulting net schedule of accelerated payments that are to be made by Alberta under subarticle 12.19 for Fiscal Years 2012-2013 through 2016-2017 after the applicable percentage of increase in value is applied;
 - i) Sub-column 'G2' is the projected schedule of accelerated payments that are to be made by Alberta under subarticle 12.19 for Fiscal Years 2017-2018 through 2031-2032, and beginning in Fiscal Year 2017-2018, that projection will be revised in accordance with subarticle 12.21;
-

- j) Column 'H' is the projected total payment to be made by Alberta in each Fiscal Year, as revised from time to time; and
 - k) Column 'I' is the amount projected to be owing by Alberta for expenditures made by Canada to construction buildings used as detachments that is to be deferred after applying the credit determined in accordance with paragraph 12.22 (a).
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Annex E – Alberta – Accelerated Payment Model

Fiscal Year	(A) Projected RCMP Construction Cost (@ 100%)	(B) 70% of Projected Construction Costs (B & H must equal to achieve 70% in year 20)	(C) Non Deferred Provincial Share of Detachment Major Capital portion of Accommodation Charge (Projected for years 1-20)		(D) Projected Deferred Amount		(E) Accelerated Payment Value (Projected credit) Payment - Target 70% by Year 20	(F) Acceleration Percentage Credit to Alberta	(G) Resulting Net Provincial Accelerated Payment (E X (1-F) = G)		(H) Projected Total Provincial Payment (C + G = H)		(I) Outstanding Deferred Amount	
			C1 (first 5 years)	C2 (years 6-20 projected)	D1 (first 5 years)	D2 (years 6-20 projected)			G1 (first 5 years)	G2 (years 6-20 projected)	H1 (first 5 years)	H2 (years 6-20 projected)	Annual (D - E = I)	Cumulative balance
	Projected construction costs and amortized amounts indexed by 2% annually													
2012/13	\$7,353,136	\$5,147,195	\$2,161,822	\$2,985,373	\$345,413	\$345,413	\$2,639,960	71.7%	\$97,679	\$2,259,501	\$2,259,501	\$2,639,960	\$2,639,960	\$2,639,960
2013/14	\$7,500,199	\$5,250,139	\$2,205,058	\$3,045,081	\$690,826	\$690,826	\$4,994,215	69.2%	\$212,576	\$2,417,634	\$2,417,634	\$4,994,215	\$4,994,215	
2014/15	\$7,650,203	\$5,355,142	\$2,249,160	\$3,105,982	\$1,036,239	\$1,036,239	\$7,063,959	66.8%	\$343,792	\$2,592,951	\$2,592,951	\$7,063,959	\$7,063,959	
2015/16	\$7,803,207	\$5,462,245	\$2,294,143	\$3,168,102	\$1,381,652	\$1,381,652	\$8,850,409	64.5%	\$490,471	\$2,784,614	\$2,784,614	\$8,850,409	\$8,850,409	
2016/17	\$7,959,271	\$5,571,490	\$2,340,026	\$3,231,464	\$1,727,065	\$1,727,065	\$10,354,808	62.3%	\$651,799	\$2,991,824	\$2,991,824	\$10,354,808	\$10,354,808	
2017/18	\$8,118,456	\$5,682,919	\$2,386,826	\$3,296,093	\$2,072,478	\$2,072,478	\$11,578,424	60.1%	\$826,996	\$3,213,822	\$3,213,822	\$11,578,424	\$11,578,424	
2018/19	\$8,280,825	\$5,796,578	\$2,434,563	\$3,362,015	\$2,417,891	\$2,417,891	\$12,522,548	58.0%	\$1,015,321	\$3,449,883	\$3,449,883	\$12,522,548	\$12,522,548	
2019/20	\$8,446,442	\$5,912,509	\$2,483,254	\$3,429,255	\$2,763,304	\$2,763,304	\$13,188,500	56.0%	\$1,216,067	\$3,699,321	\$3,699,321	\$13,188,500	\$13,188,500	
2020/21	\$8,615,371	\$6,030,760	\$2,532,919	\$3,497,841	\$3,108,716	\$3,108,716	\$13,577,624	54.0%	\$1,428,561	\$3,961,480	\$3,961,480	\$13,577,624	\$13,577,624	
2021/22	\$8,787,678	\$6,151,375	\$2,583,577	\$3,567,797	\$3,454,129	\$3,454,129	\$13,691,292	52.2%	\$1,652,161	\$4,235,738	\$4,235,738	\$13,691,292	\$13,691,292	
2022/23	\$8,963,432	\$6,274,402	\$2,635,249	\$3,639,153	\$3,799,542	\$3,799,542	\$13,530,903	50.4%	\$1,886,255	\$4,521,504	\$4,521,504	\$13,530,903	\$13,530,903	
2023/24	\$9,142,700	\$6,399,890	\$2,687,954	\$3,711,936	\$4,144,955	\$4,144,955	\$13,097,884	48.6%	\$2,130,262	\$4,818,216	\$4,818,216	\$13,097,884	\$13,097,884	
2024/25	\$9,325,554	\$6,527,888	\$2,741,713	\$3,786,175	\$4,490,368	\$4,490,368	\$12,393,691	46.9%	\$2,383,627	\$5,125,340	\$5,125,340	\$12,393,691	\$12,393,691	
2025/26	\$9,512,065	\$6,658,446	\$2,796,547	\$3,861,899	\$4,835,781	\$4,835,781	\$11,419,808	45.3%	\$2,645,821	\$5,442,368	\$5,442,368	\$11,419,808	\$11,419,808	
2026/27	\$9,702,307	\$6,791,615	\$2,852,478	\$3,939,137	\$5,181,194	\$5,181,194	\$10,177,751	43.7%	\$2,916,343	\$5,768,821	\$5,768,821	\$10,177,751	\$10,177,751	
2027/28	\$9,896,353	\$6,927,447	\$2,909,528	\$4,017,919	\$5,526,607	\$5,526,607	\$8,669,063	42.2%	\$3,194,714	\$6,104,242	\$6,104,242	\$8,669,063	\$8,669,063	
2028/29	\$10,094,280	\$7,065,996	\$2,967,718	\$4,098,278	\$5,872,020	\$5,872,020	\$6,895,321	40.7%	\$3,480,479	\$6,448,197	\$6,448,197	\$6,895,321	\$6,895,321	
2029/30	\$10,296,166	\$7,207,316	\$3,027,073	\$4,180,243	\$6,217,433	\$6,217,433	\$4,858,131	39.3%	\$3,773,205	\$6,800,278	\$6,800,278	\$4,858,131	\$4,858,131	
2030/31	\$10,502,089	\$7,351,462	\$3,087,614	\$4,263,848	\$6,562,846	\$6,562,846	\$2,559,133	37.9%	\$4,072,481	\$7,160,095	\$7,160,095	\$2,559,133	\$2,559,133	
2031/32	\$10,712,131	\$7,498,491	\$3,149,366	\$4,349,125	\$6,908,259	\$6,908,259	\$0	36.6%	\$4,377,915	\$7,527,281	\$7,527,281	\$0	\$0	
Sub Total	\$178,661,865	\$125,063,305	\$11,250,208	\$15,536,002	\$5,181,194	\$67,355,523			\$1,796,316	\$37,000,208	\$13,046,525	\$78,276,588	\$0	\$0
GRAND TOTAL	\$178,661,865	\$125,063,305	\$52,526,588	\$72,536,717	\$72,536,717	\$72,536,717			\$38,796,525	\$91,323,113	\$0	\$0	\$0	\$0

ANNEX 'F':**CREDIT AGAINST THE FAIR MARKET VALUE OF DETACHMENTS**

The credit determined in respect of the number of Fiscal Years that detachment has been used to be applied against the Fair Market Value of the building in accordance with subparagraph 13.4(b)(i) will be the amount indicated in the table below, where column 'A' is the Fiscal Year that the building was first used as a detachment and column 'B' is the amount of the credit.

A	B
All Years Prior	70.0%
1992-1993	66.5%
1993-1994	63.0%
1994-1995	59.5%
1995-1996	56.0%
1996-1997	52.5%
1997-1998	49.0%
1998-1999	45.5%
1999-2000	42.0%
2000-2001	38.5%
2001-2002	35.0%
2002-2003	31.5%
2003-2004	28.0%
2004-2005	24.5%
2005-2006	21.0%
2006-2007	17.5%
2007-2008	14.0%
2008-2009	10.5%
2009-2010	7.0%
2010-2011	3.5%
2011-2012	0.0%

In respect of buildings used as detachments since before April 1, 1992, the credit to be applied against the Fair Market Value of the building under subparagraph 13.4(a)(i) is equal to 70 per cent.

ANNEX 'G': ELEMENTS INCLUDED IN TOTAL COMPENSATION

Elements included in calculation of Total Compensation

Cash Compensation

Annual Salary
Annual Service Pay
Senior Constable Allowance
Shift Allowance

Pension/Savings

Defined Benefit Pension Plan
Defined Contribution Pension Plan
and Savings Plans
Severance and Gratuity Plans

Group Benefits

Basic Life Insurance
Optional Life Insurance
Accidental Death &
Dismemberment
Survivor Income Benefits
Dental Insurance
Health Care Benefits
Sick Leave and Short-Term
Disability
Long-Term Disability
Retirees Benefits
Health Services Spending Account
Maternity & Parental Leave

Paid Time Off

Vacation Entitlement
Designated Paid Holidays
Paid Meal Breaks

Elements compared on a descriptive basis only

Leave Policies and Practices

Maternity & Parental Leave
Compassionate Leave
Leave in Lieu of Overtime
Special Paid Leave
Leave Without Pay
Other Paid Leave

Compensation for Work Conditions

Overtime & Other Payments
Rescheduling Allowance
Standby Pay
Acting Pay

Miscellaneous Allowances

Relocation Allowance
Special Duty Allowance
Hospitality Allowance
Plainclothes Allowance
Kit Allowance
Other Allowances

Perquisites

Cars
Car Allowance
Car/Cellular Phone
Telephone Allowance
Club Memberships
Other