

Codiac Regional Police Authority

Policy and Procedure Manual

First published: 11 March 2009

Subject to revisions as required and approved by the Codiac Regional Police Authority, as noted.

Introduction

1. Fundamentals of the Codiac Regional Police Authority (CRPA)

- 1.1 The CRPA Philosophy of Policing.
- 1.2 Governance
- 1.3 Vision of CRPA
- 1.4 Mission of CRPA

2. Introduction to the Role of the Board

- 2.1 Authority and Accountability.
- 2.2 Legislative parameters.
- 2.3 Oath of Office.
- 2.4 Key governance principles.
- 2.5 Terms of reference of the CRPA.
- 2.6 CRPA style and commitment.
- 2.7 Territory.

3. Providing Direction to the Regional Police

- 3.1 Setting targets.
- 3.2 Partner municipalities.
- 3.3 The strategic plan for the CRPA.
- 3.4 Communication with stakeholders.
- 3.5 Assessment and management of Risk.

4. Human Resources

- 4.1 Creating a positive workplace environment.
- 4.2 Complaints against police.
- 4.3 Complaints regarding actions of the Codiac Regional Police Authority (CRPA) or members of the CRPA

5. Administration of the CRPA

- 5.1 Composition of the CRPA.
- 5.2 Code of Conduct.
- 5.3 Conflict of Interest.
- 5.4 Liability of the CRPA.
- 5.5 Orientation for New Members.
- 5.6 Contracting by the CRPA.
- 5.7 Acceptance or giving of gifts.
- 5.8 Expense Accounts.
- 5.9 Expenditure Approval.
- 5.10 Honoraria and Expenses.
- 5.11 Membership in Associations.
- 5.12 Ongoing training of members of the CRPA.
- 5.13 Evaluation of the CRPA.
- 5.14 Meetings of the CRPA.
- 5.15 Annual meeting.
- 5.16 Development of Policies and Procedures.
- 5.17 Committees of CRPA.
- 5.18 Additional staff.
- 5.19 Access to information.
- 5.20 Awards and rewards from the CRPA.
- 5.21 Currency and revisions of the manual

Log of Revisions

Introduction

The Codiac Regional Police Authority (CRPA) manual provides a central and dynamic corporate history of CRPA policies and procedures, underscoring the principles of effectiveness and transparency of CRPA activities.

The transitory nature of CRPA membership requires a documentary source to which new members can refer to become acquainted with the role, responsibilities, and policies and procedures of the CRPA. The manual is also an ongoing reference source for existing members. The manual, divided into four parts, provides the foundation from which the CRPA and its members will conduct the business of governance of the Codiac Regional Police Service and collectively summarizes the responsibilities, accountabilities and authority of the CRPA.

Part 1 - The manual details the policies and processes of the CRPA. These are developed based upon the foundation legislation and regulation along with best practices in the administration of police governance. Part 1 may be considered the public document the disclosure of which underscores the transparent nature of CRPA activities.

Part 2 - An analysis and discussion of the *Police Act* of New Brunswick providing the legislative basis for the CRPA and placing the authority, accountability, and responsibilities of the CRPA in a broader governance context. This part is for the information of new board members and an ongoing reference for serving board members.

Part 3 - An analysis and discussion of the Regional Police Services Agreement (RPSA) and how the Agreement determines and influences the role of the CRPA with regards the contracted regional police service. This part is for the information of new board members and an ongoing reference for serving board members.

Part 4 - A matrix which summarizes the responsibilities, accountabilities, and authority of the CRPA.

PART ONE

The fundamentals of the Codiac Regional Police Authority (CRPA)

1.1 The CRPA Philosophy of Policing

The CRPA supports a philosophy and practice of community-based regional policing. This operates according to the following principles:

- Consultation and collaboration with the diverse community and its various stakeholders;
- A customer/client focus;
- Continuously striving for excellence in policing;
- Ongoing evaluation and improvement;
- Outcome focused;
- Participative leadership and governance;
- Impartiality, transparency, and accountability; and
- A partnership between the police, the CRPA, the partner municipalities, the Province of New Brunswick, and the Government of Canada.

The CRPA will strive to uphold these principles.

1.2 Governance

“Governance is the exercising of direct authority over an organization or entity. It is the ability to control and direct the making of policy, as well as directing and influencing decisions made by the organization. It includes the capability to ensure that decisions made by the governing body are carried out in accordance with the governing body’s direction (oversight), with recourse to corrective action should this not occur.” - *Police Services, Province of New Brunswick, 1998*¹

1.3 Vision of the CRPA

To provide effective governance which facilitates innovative and responsive policing to create a safe community through the forging of strategic partnerships between the police and the community.

1.4 Mission of the CRPA

The CRPA will work collaboratively with the diverse communities of the region, with our funding partners, with the Province of New Brunswick, and with staff of our Regional Police Service to promote the safety and protection of lives and property.

¹ *Board of Police Commissioners – An Overview, Police Services, Province of New Brunswick, 1998*

2 Introduction to the Role of the Board

As a legislative-based entity, the authority, accountability and responsibility of the CRPA is based in an amalgam of legislation and agreements which collectively enable effective community-based governance of the Regional Police Service.

2.1 Authority and Accountability

The CRPA is required, to carry out its duty and responsibility in accordance with the *Police Act*.

The CRPA is delegated authority and responsibility from the Province, through the *Police Act*, including the *New Brunswick Policing Standards*, and agreements. That responsibility obliges the CRPA to ensure adequate policing.

The CRPA is responsible to the municipalities *for the purpose of providing regional policing services to the municipalities*² and to ensure adequacy of strategic planning, police coverage and fiscal management of the Regional Police Service.

The CRPA demonstrates accountability to the public, to the partner municipalities, to the Province and to other stakeholders through periodic reports, meetings (except *in camera* portions), receiving representations from key stakeholders and other interested persons, and by operating in a transparent manner.

2.2 Legislative parameters

The Codiac Regional Policing Authority is a legislative-based organisation. Its role, responsibilities, and function are founded upon the following legislation:

- the *Police Act* of New Brunswick;
- *the New Brunswick Policing Standards*;
- the *Regional Police Service Agreement (RPSA)* between the Government of Canada and the Government of the Province of New Brunswick, dated January 15th 1998;
- the *Assignment of Regional Police Service Agreement (RPSA)* between the Government of the Province of New Brunswick and the Codiac Regional Policing Authority, dated February 26th 2001;
- the *Provincial Police Service Agreement (PPSA)* between the Government of Canada and the Government of the Province of New Brunswick, dated April 1st 1992;
- the *Agreement between the City of Moncton and the Town of Riverview and the City (then) Town of Dieppe, dated April 9th 2001*; and
- the *Codiac Regional Policing Authority By-law*.

² Agreement, section 1.(1), between the City of Moncton, the Town of Riverview, and the City (then)Town of Dieppe, April 9, 2001

2.3 Oath of Office

Upon appointment, all CRPA members will sign an oath of office and a confidentiality agreement, in the manner prescribed below. .

I solemnly swear/affirm that I will be loyal to Canada, and that I will uphold the Constitution of Canada and that I will, to the best of my ability, discharge my duties as a member of the Codiac Regional Police Authority faithfully, impartially and confidentially and according to the Police Act of New Brunswick, any other Act, and any agreement, regulation, rule or by-law.

Members will adhere to the principles of these declarations for the duration of their tenure as a member of CRPA

Members will abide by the Code of Conduct of the CRPA.

2.4 Key governance principles

- A governing body is not there to help the business, it is there to own the business on behalf of the community.
- A governing body has authority as a whole as a group. Individuals who make up the board have no authority. The chair or a designate has the authority only when speaking on behalf of the board as a whole.
- A governing body governs by policy (by-law or resolution). These policies articulate values or perspectives that underlie action. The specific and individual actions fall under these values.³

(New Brunswick, Police Services, 1998)

Policing Standards

The New Brunswick Policing Standards are based upon five Policing Principles:

- To provide an efficient/effective police service to the people of New Brunswick;
- To establish, in partnership with the community, a community based policing approach;
- To be sensitive to the needs of victims of crime and all other users of policing services;
- To be sensitive to, and representative of, the linguistic and pluralistic character of the community they service; and
- To conduct their activities in a manner that maintains public trust and respect by adhering to strict standards of professional ethics.

(New Brunswick, Police Services, 1998)

³ Board of Police Commissioners – An Overview, Police Services, Province of New Brunswick, 1998

2.5 Terms of reference of the CRPA

- Seek out and receive input regarding the community safety and security needs within Codiac Region.
- Set the goals, priorities and objectives of the Regional Police Service. However, given the nature of the RPSA contractual arrangement, no priority, objective or goal can be intended to interfere with the internal administration of the Regional Police Service (the Royal Canadian Mounted Police (RCMP)).
- Provide advice to the Regional municipalities regarding the financial and resourcing needs of the Regional Police Service.
- Monitor the implementation of the priorities goals and objectives of the Regional Police Service.
- Manage effectively and monitor the financial activities of the Regional Police Service.
- Provide periodic reports as reasonably required to key stakeholders such as the Province, the councils, and the community.
- Conduct the governance of the Regional Police Service according to the *Police Act* of New Brunswick.

2.6 CRPA style and commitment

As statutory governance body, the CRPA must be and must be seen to be:

- Mindful of civic trusteeship in the oversight of an important community service.
- Independent of the police management, administration and operations, and of political affiliations, influence and interest groups.
- Subject to the need for confidentiality and security of information and data.
- Open, transparent, accountable, and accessible to the community.
- Informed on issues related to policing and willing to remain active in the acquisition and discussion of governance matters, CRPA business, and policing issues.
- Sharing information between the Regional Police and the CRPA in an atmosphere that promotes clarity, openness, transparency, and trust.

2.7 Territory

The jurisdiction of the CRPA shall be the City of Moncton, Town of Riverview and the City of Dieppe.⁴

⁴ Section 2, the *Codiac Regional Policing Authority By-law*

3 Providing Direction to the Regional Police

The CRPA recognizes that a comprehensive and informed strategic plan along with goals and measurable outcomes will provide structure which will guide the work of the Regional Police Service toward an overall goal of ensuring a safe and secure regional community.

3.1 Setting targets

- The CRPA will set objectives, priorities and goals for the Regional Police Service which are not inconsistent with those of the Minister of policing in the Province.⁵
- In maintaining a future focus on the policing of the Region, the CRPA must develop, implement and monitor a strategic plan which ensures community safety and security. Annually, this long-term strategic plan translates into objectives, priorities and goals which become the focus of activity of the Regional Police Service.
- The objectives, priorities and goals are based upon input gathered from the councils of the partner municipalities, the public, the province, and other stakeholders. The CRPA should play an active role in acquiring this information through an annual scheduled process of public and stakeholder consultation.
- The development of the strategic plan also requires consultation with, and input from, the Regional Police Service. The CRPA has ongoing access to quantitative and qualitative data regarding the progress of the previous year's objectives, priorities and goals. The consideration of this information should be incorporated into the current development of plans for policing.
- Given the nature of the RPSA contractual arrangement, no objective, priority or goal can be intended to interfere with the internal administration of the Regional Police Service.

3.1.1 Defining and measuring outcomes

- In providing direction, the CRPA must focus on the ends rather than the means. *The policies and approaches of the CRPA must concern the target, the ends, and must specify what cannot be done in the course of trying to achieve the target.*
(*Policing Services, New Brunswick, 1998*)
- The means to achieve those ends are the purview of the Officer in Charge (OIC).
- The targets, (ends), can be measured as outcomes in qualitative or quantitative terms. These are an integral part of the objectives, priorities and goals and provide the foundation of supporting and monitoring the leadership of the OIC and the effectiveness of the Regional Police Service.
- In tandem with the qualitative and quantitative outcomes are the financial goals. The Finance Committee should monitor actual expenditures and revenues against estimated. Direct and indirect costs delineated in the RPSA should be monitored against invoice line items. At each scheduled meeting, the CRPA should be apprised of targets and variances. The use of expenditures such as overtime should be monitored and, if necessary, an accounting requested from the OIC.

⁵ RPSA, article 3.3

- A contracted police service does not absolve the CRPA from a requirement to fully monitor the financial aspects of the Regional Police.
- The objectives, priorities and goals of the Regional Police Service must result in a policing service which fully meets requirements for adequacy. Failure to provide an adequate police service is subject to action by the New Brunswick Police Commission. (*Police Act*, 4.1)

3.1.2 Timing of the planning process

By September 1 of each year, the Commanding Officer (divisional level) of the RCMP is required to consult with the CRPA with respect to financial and resource planning for the next fiscal year. The Commanding Officer will receive advice from the CRPA regarding,

- The numbers of members required for the Regional Police,
- Any budgetary limits for the Regional Police approval and basis for payment for any equipment costing more than \$100,000.

The calculations of actual/estimated cost for the Regional Police are then subject to an internal RCMP process.

By December 31 of each year the Commanding Officer is required to provide to the CRPA an estimate of the cost of each member.

Prior to March 1 of the following year, the Commanding Officer shall provide to the CRPA the estimate of direct and indirect costs, overtime, cost for the Police Information Retrieval System, and other costs such as accommodations, if applicable.

3.2 Partner municipalities

- In managing the finances of the Regional Police and the CRPA, the CRPA must develop a budget and seek approval from the partner municipalities. The budget is comprised of the estimated cost and revenues of the Regional Police and the estimated cost of operating the CRPA.
- The partner municipalities have formed the Executive Insight Committee comprised of one representative of the accounting/finance functions and the Manager/CEO functions.
- The Finance Committee of the CRPA must finalize a budget no later than 30 August for presentation to the CRPA, as a whole, during the first week of September.
- The CRPA proposed budget must be approved by the CPRA, as a whole, no later than October 1.
- The proposed budget will be circulated to the Executive Insight Committee for initial review and discussion. A majority vote by the Committee members would be sufficient to obtain approval.
- The budget 'approved' by the Executive Insight Committee will be presented as 'recommended' to each of the Councils for review, discussion, and approval no later than October 15.
- If there is any opposition to the 'recommended' budget, the dissenting Council(s) will submit their written objection to the CRPA for final consideration no later than October 30.

- The CRPA will submit a final budget with consideration of the suggestions of the dissenting Council(s) for final approval by the Minister no later than November 15.
- Councils will submit their municipal budgets to the Minister by 30 November.
- If the budgets which are presented to the Council fail to obtain approval and discussion of the budgets do not resolve the impasse, then the proposed budget is referred to the Minister for consideration.⁶ The Minister will suggest an appropriate budget for the Regional Police and the CRPA.

With different timelines, the orchestration of the municipal and the RCMP budgets and planning processes may be somewhat difficult for the Board.

3.3 The strategic plan for the Board

The CRPA must also develop a strategic plan for the annual activities of the Authority which incorporates details of any projects adopted by the CRPA, planned attendance at conferences or other training, succession-planning actions, community consultations, and the approach to strategic planning for the Regional Police Service. Like the strategic plan for the Regional Police Service, the CRPA plan should be a dynamic document and a rolling plan over several years.

3.4 Communication with stakeholders

In order to provide effective oversight of policing, the CRPA must develop strategies for engaging and communicating with the public, with other stakeholders, and with the media to solicit input to, and to inform on, a range of governance activities. When communicating, the CRPA speaks with a unified voice. If a CRPA member wishes to publicly express disagreement with a decision of the CRPA, the member must make it clear that the opinion expressed is a personal opinion and not that of the CRPA.

There are four types of communication:

1. Communication which solicits input to the work of the CRPA;
2. Communication which provides regular and periodic reports to partner councils, the Province; the public, or other stakeholders;
3. Emergency communication to relay information on an event or incident; and
4. Ongoing communication with the Officer in Charge and members of the Regional Police Service.

3.4.1 Communication which solicits input to the work of the CRPA.

- To fulfill its role as the representative of the community, the CRPA must identify and seek input to policing strategies from diverse stakeholders and representatives of the community.
- CRPA meetings shall be held in various communities within the Region. This will allow members of those communities to attend CRPA meetings, will demonstrate that the CRPA represents the three partner communities, and permits members of the public to attend a CRPA meeting who

⁶ Police Act, s 17.06(4)

may be reluctant, for various, reasons to attend a police facility. Holding meetings outside the police detachment will also demonstrate the independence of the CRPA from the Regional Police Service for which it provides oversight.

- Input from stakeholders and the public should be scheduled at the time of setting the objectives, priorities and goals for the Regional Police Service.

3.4.2 Communication which provides regular and periodic reports to partner Councils, the Province, the public or other stakeholders.

- CRPA meetings should, by default, be open to the public. Only when the matters being discussed dictate that the open forum will not be in the public interest should a meeting be held in camera.
- The public and media should have access to the minutes of the public portion of CRPA meetings through the registered office of the CRPA, or other means such as a website.
- The Chair or designate should attend all meetings of the partner councils when the OIC presents information regarding policing of the Region or to keep them informed of the work of the CRPA.
- The CRPA should ensure that the media is provided with reports of CRPA meetings and activities for publication and broadcast.
- The *Police Act* requires that the CRPA provide an annual report of the state of policing in the Codiac Region.

3.4.3 Emergency communication to relay information on an event or incident.

- Following the occurrence of an incident or event which may be of media interest or about which the public should be informed, the OIC and the Chair, or designate, will consult to determine the scope and content of media releases. At times, it may be desirable that the Chair or designate of the CRPA and the OIC address the public or the media jointly or separately.

3.4.4 Ongoing communication with the Officer in Charge (OIC) and members of the Regional Police Service.

- The OIC is the conduit for information with the Regional Police Service. The OIC, or a designate, shall be consulted regarding any communication intended for the benefit of members of the Regional Police Service.
- At times it may be desirable or necessary for other members of the Regional Police Service to appear before the CRPA. This will occur in the company of, or with the support of, the OIC.
- The RPSA⁷ provides that the OIC shall report as reasonably required to the CRPA on the matter of law enforcement in the Region and on the implementation of objectives, priorities and goals as set by the CRPA.

⁷ RPSA, 4.2

3.5 Assessment and management of risk

It is the responsibility of the CRPA to ensure that all significant risks facing the Regional Police Service and the Service's ability to attain its objectives, priorities and goals are identified.

- The CRPA will gather sufficient information to identify potential risk; will prioritize mitigating strategies and incorporate these activities into the objectives, priorities and goals or operational plans of the Regional Police Service, and the strategic plan or policies of the Board.
- Risk should be identified through ongoing consultation with the OIC, through communication with the Police Services, Law Enforcement Division of the Province of New Brunswick, with partner Councils and municipal officials, community input, discussion with other governance authorities through, for example, the Canadian Association of Police Services Boards, and with other key stakeholders. Also, periodic review of the public media will provide information on risks experienced in other locales that may affect the local situation.
- Given that the Regional Police Service is contracted, the potential risks of the CRPA may not be identical to those of the service provider. Likewise, the potential risks of the service provider may not parallel those of the CRPA. Consequently, the CRPA must maintain independent due diligence of prospective additional or alternative risk which may be presented by the reliance upon a contracted service. Given possible limited resources of CRPA, the risk assessment does not need to be a formal scheduled process. A degree of due diligence can be maintained by members of CRPA through ongoing review of media items, attendance at police related conferences, and ongoing communication with peers on other police boards.

4. Human Resources

The CRPA considers the wellbeing and safety of the sworn and civilian personnel of the Regional Police Service to be a high priority in its governance role. As far as is feasible within the confines of the RPSA, the CRPA will develop and maintain policies and practices which facilitate a positive workplace environment.

4.1 Creating a positive workplace environment

The RPSA places responsibility for the internal management of the RCMP (contracted as the Regional Police Service) with the Government of Canada. The CRPA, however, still bears responsibility for facilitating effective human resource practices in several respects.

- Municipal personnel are employed to provide support to the RCMP.
- It is incumbent upon the CRPA to ensure that all employees within their contractual employ, municipal and federal, are treated ethically, with respect, and subject to positive work place practices.
- The CRPA has a vested interest in ensuring that the person who is appointed by the RCMP as OIC possesses the core competencies which are appropriate for the leadership of the Regional Police Service of the three partner municipalities. Further, that for the duration of his or her assignment, the OIC manages the work in accordance with the direction provided by the CRPA and in the best interests of the citizens of the Region.

To this end the CRPA will undertake the following activities within its approaches.

- In consultation with the OIC, monitor the reports of sickness and other leaves and the use of overtime to ensure that excessive use does not indicate employment practices which are not conducive to work place well-being.
- In consultation with the OIC, monitor reports of complaints and compliments regarding the individual action of officers, civilian staff, and quality of service of the Regional Police Service.
- Monitor the work of the OIC against the objectives, priorities and goals established by the CRPA to determine the effectiveness of policing strategies used by the Regional Police Service under the OIC's leadership.
- Where there is an indication that the leadership of the OIC does not fulfill the expectations of the CRPA, consult with the OIC and the Commanding Officer to bring about the required changes. Such a consultation should be supported by an ongoing documented record of examples of occasions when the OIC failed to act in accordance with the expectations of the CRPA.
- In the event that the CRPA desires the removal of any particular member of the Regional Police, the CRPA must submit a written request, with reason, to the Commanding Officer. The Commanding Officer will give the request full consideration. If the matter is not then resolved, the Commanding Officer shall refer the request to the Commissioner whose decision is final.⁸
- When it is planned to appoint a new OIC, the CRPA should determine what competencies are required of the OIC to address the particular policing needs of the Region. These needs should

⁸ RPSA, 5.3

be communicated to the Commanding Officer and, along with the RCMP, the CRPA should play a dominant role in the selection of the new OIC.

4.2 Complaints against police

- A person who wishes to complaint regarding the individual actions of a Regional Police Service officer or the general quality of service of the Regional Police Service may file a complaint with any or all of three places: the CRPA, the Regional Police Service, or the RCMP Complaints Commissioner.
- Where a complaint concerning the Regional Police Service is filed with the Provincial Police Commission, the Commission shall give the complainant notice in writing that the complaint is not within its jurisdiction and refer the complaint to the divisional Commanding Officer of the RCMP or to the Commission of Complaints against the RCMP.⁹
- The Commission is required to provide a copy of the complaint to the Regional Authority if the complaint concerns services provided under an agreement between the Regional Authority and the Government of Canada.
- The ability of the Regional Authority to monitor the progress or inquire into the status of a complaint is limited by the RPSA and by case law.

4.3 Complaints regarding actions of the Codiac Regional Police Authority (CRPA) or members of the CRPA

There are three categories of complaints that may result in a requirement of the CRPA to initiate an inquiry:

- An allegation that the CRPA has failed to meet its obligations under the *Police Act* of New Brunswick.
- An allegation that a member of the CRPA has contravened the Code of Conduct of the CRPA.
- An allegation that a member of the CRPA has committed an offence against an Act of the Parliament of Canada or the Legislature of New Brunswick.

4.3.1 Initiation of complaint process

All complaints of allegations against the CRPA or a Board member will be made in writing, signed and dated by the complainant. Complaints may be submitted to the CRPA Board at the registered office of the CRPA or to the New Brunswick Police Commission.

Allegations concerning offences against an Act of the Parliament of Canada or the Legislature of New Brunswick will be dealt with in the normal criminal investigative process.

⁹ New Brunswick Police Act 25.5(1)

The processes to address the three categories of complaints are detailed below.

4.3.2 An allegation that the CRPA has failed to meet its obligations under the *Police Act of New Brunswick*

- a. A copy of the written and signed complaint should be forwarded by the complainant to the Chair of the CRPA or to the New Brunswick Police Commission.
- b. Any communication forwarded to one should be copied to the other.
- c. At the first practicable opportunity, the Chair should inform the Executive Committee, CRPA, of the complaint.
- d. The Chair will cause the complaint to be investigated such that sufficient information is gathered to allow, first, an assessment of the validity of the complaint and, if deemed valid, an investigation of the complaint with supporting operational, financial, statistical, management or other data and the development of a recommended course of action.
- e. The Provincial Police Commission will be notified of the outcome of the investigation, and will be requested to conduct a review of the outcome to ensure that the investigation by, and the actions of, the CRPA are sufficient in the circumstances. The Provincial Police Commission will be requested to notify the Chair, CRPA, of any requirement for clarification or further information gathering.
- f. If the report identifies a need to change policies or practices of the CRPA these will be introduced by the CRPA along with any necessary changes to the CRPA manual.
- g. A summary of the findings and outcome of the investigation will be forwarded to the complainant.
- h. A copy of the investigation report, summary, findings, and outcome of the investigation will be forwarded to the Provincial Police Commission.

4.3.3 An allegation that a member of the CRPA has contravened the Code of Conduct of the CRPA

- a. A copy of the written and signed complaint should be forwarded by the complainant to the Chair of the CRPA or to the Provincial Police Commission.¹⁰ If the Chair of the CRPA is the subject of the complaint, the complaint will be forwarded to the Vice Chair.
- b. Any communication forwarded to the CRPA or to the Provincial Police Commission should be copied to the other.
- c. If the Chair of the CRPA is the subject of the complaint, the Chair will step down and the Vice-Chair will assume the role of the Chair for the duration of the investigation of the complaint.
- d. At the first practicable opportunity, the Chair or Vice Chair should inform the Executive Committee, CRPA of the complaint.
- e. The Chair or Vice Chair will cause the complaint to be investigated such that sufficient information is gathered to allow, first, an assessment of the validity of the complaint and, if deemed valid, an investigation of the complaint with the development of a recommended course of action.
- f. The Provincial Police Commission will be notified of the outcome of the initial review, and will be requested to conduct a review of the investigation of the complaint to ensure that the investigation by the Chair or Vice Chair, CRPA, is sufficient in the circumstances. The Provincial Police

¹⁰ Sec. 22(1) Police Act

Commission will be requested to notify the Chair or Vice Chair of any requirement for clarification or further information gathering.

- g. If the investigation determines that the Board member has contravened the Code of Conduct of the CRPA, then appropriate corrective action(s) will be initiated by the Chair or Vice Chair CRPA. The actions may include,
 - Counselling the member of CRPA; and
 - Recommending to the Minister or the municipality which appointed the member to the CRPA that the member of the CRPA has been found to have contravened the *Code of Conduct* of the CRPA with, if considered necessary, a recommendation that the person be removed from the CRPA.
- h. If the investigation determines that the Board member has committed an offence against an Act of the Parliament of Canada or the Legislature of New Brunswick, the process under Section 3 will be followed.
- i. If the report identifies a need to change policies or practices of the CRPA then these will be introduced by the CRPA along with any necessary changes to the CRPA manual.
- j. A summary of the findings and outcome of the investigation will be forwarded to the complainant.
- k. A copy of the summary of the findings and outcome of the investigation will be forwarded to the Provincial Police Commission.

4.3.4 An allegation that a member of the CRPA has committed an offence against an Act of the Parliament of Canada or the Legislature of New Brunswick

- a. If information is received by any Board Member alleging that a member of the CRPA has committed an offence against an Act of the Parliament of Canada or the Legislature of New Brunswick, the Chair will be immediately notified. If the Chair is the subject of the allegation, then the Vice Chair will be immediately notified.
- b. The Chair (or Vice Chair, if the Chair is the subject of the allegation) shall request the Minister of Public Safety Minister to request or direct a police force to investigate the complaint.
- c. Upon notification by the police, and subject to maintaining the integrity of the investigation, if the Chair of the CRPA is the subject of an investigation, the Vice-Chair will then assume the role and function of the Chair for the duration of the investigation of the complaint.
- d. The Chair or Vice Chair, in consultation with the Minister of Public Safety, will determine whether, in the best interest of the CRPA, and subject to maintaining the integrity of the investigation, the CRPA member who is the subject of the complaint will be suspended from his or her duties for the duration of the investigation.
- e. If the Chair or Vice Chair is advised by the Minister or the police agency of jurisdiction conducting the investigation that the complaint does not constitute an offence against an Act of the Parliament of Canada or Legislature of New Brunswick then the CPRA will determine whether the alleged conduct of the Board member constitutes misconduct under the policies and practices (*Code of Conduct*) of the CRPA. If the actions of the Board member are considered to be such misconduct then the process noted in Section 2 will be followed.
- f. If the Board member is convicted of an offence against an Act of the Parliament of Canada or the Legislature of New Brunswick, the Chair or Vice Chair (if the Chair is the Board member convicted), will consult with the Minister and determine if the member should be removed from

Codiac Regional Police Authority
Policy and Procedure Manual

the CRPA Board, for cause. The Chair or Vice Chair will, as determined and appropriate, request the municipality or the Minister to remove the member from the CRPA Board.

The CRPA will consider the public interest in determining whether the matter is made public during or at the conclusion of the process under 1, 2 or 3 above. See section 3.4 of the manual.

The requirement for a thorough investigation will be balanced with the need to respect the rights of the accused individual.

The Board policy, outlined above, with respect to a member allegedly contravening an Act of the Parliament of Canada or the Legislature of New Brunswick, recognises that the Board cannot become involved in operational matters with respect to a criminal investigation, yet there is a need for the Board to be, and be seen to be, objective and transparent when confronted with an allegation of criminality on the part of a Board member. As well, there is a need to ensure that the Board's response does not 'politicise' the administration of justice or in any manner bring the administration of justice into disrepute.

Concomitantly, the Board, in its oversight and governance capacity, must therefore feel confident that the investigational process, undertaken by a police agency, upon request or direction by the Minister, will align with Board policy and practice, as provided above.

5. Administration of the CRPA

To ensure an effective, transparent and defensible approach to governance of the Regional Police Service, the CRPA will develop and maintain policies and practices which support this ideal.

5.1 Composition of the CRPA

Representation¹¹ on the Board of Directors, (the Authority) shall be comprised of 12 members, all of whom shall be directors, as follows:

- Moncton shall appoint seven members, at least one of which shall be a member of council, as defined in the *Municipalities Act*, and all of whom shall be and remain ordinarily resident in the City of Moncton;
- Riverview shall appoint two members, at least one of which shall be a member of council, as defined in the *Municipalities Act*, and all of whom shall be and remain ordinarily resident in the Town of Riverview;
- Dieppe shall appoint two members, at least one of which shall be a member of council, as defined in the *Municipalities Act*, and all of whom shall be and remain ordinarily resident in the City of Dieppe;
- The Minister of Public Safety shall appoint one member who shall be ordinarily resident within the boundaries of the Region.
- The Chairperson, Vice-Chairperson, and the Secretary/Treasurer shall be elected by the members and shall hold office for a two year term; each may be re-elected for subsequent terms.
- The past chairperson shall serve as an officer of the CRPA for a term of one year.

The member composition of the Regional Authority is important as the skills and competencies of the board are crucial to the ability of the Authority to effectively manage the role of governance.

Members may be appointed for a term not exceeding three years. A member of the CRPA may be reappointed for one additional term not exceeding three years.¹²

When CRPA vacancies exist, the existing members, through the Chair, should make known the specific needs of the CRPA at a time of the appointment of new members. A broad range of experience such as business, law, community stakeholders' representation, finance, communications, or education may provide a more balanced approach to understanding community needs.

¹¹ Agreement between the City of Moncton and the Town of Riverview and the Town of Dieppe, April 9 2001

¹² *Police Act* s.17.05(4) and (5)

Whether provincial or municipal appointees, it is clearly the responsibility of all CRPA members to represent the perspective and needs of the regional community rather than a particular element or, in the case of councillors, a particular constituency within the region. The CRPA and its members are also accountable to the residents of the region, legislatively, as well as through the media and public meetings, and also through the municipal partners.

5.2 Code of Conduct

The proper conduct of policing and its oversight in a democratic society must exemplify impartiality and professionalism while being fully cognizant of the need to understand, apply, and support community safety needs.

Accordingly, it is the responsibility of the members of the CRPA to abide by a code of conduct that underscores these ideals while maintaining a high degree of public trust in the stewardship of a community-oriented police service.

CRPA members will:

- Govern their conduct in accordance with the requirements, obligations, and responsibilities set out in the *Police Act*, the *Regional Police Service Agreement*, and the *CRPA By-law*.
- Discharge the duties of a member of the CRPA in a manner that respects the rights and dignity of individuals and in accordance with the *Charter of Rights and Freedoms*, human rights, and *Protection of Privacy and Freedom of Information Act*. Other CRPA members should be accorded the same respect.
- Demonstrate commitment to the principles of good governance and accountability to the community and to the partner municipalities.
- Strive to enhance the integrity of the CRPA and to encourage public trust in the stewardship of policing.
- Work as an integral member of the CRPA and not assert individual influence over the CRPA nor attempt to apply undue or individual influence over the personnel of the Regional Police Service.
- Avoid any actual or perceived conflict of interest which may bring the governance of policing or the impartiality of the CRPA into disrepute. Declare any potential or perceived conflict of interest.
- Respect the confidentiality of information and documents and matters discussed in 'in camera' portions of CRPA meetings.
- Abide by the oath of office of a CRPA member.
- Attend meetings of the CRPA and contribute expertise and experience to the best of the member's ability so that the quality of governance is enhanced.
- After the cessation of membership of the CRPA, respect the Code of Conduct and abide by ethical standards of a CRPA member. The confidentiality of some CRPA information must remain confidential in perpetuity.

5.3 Conflict of Interest

It is incumbent upon all members of the CRPA to sustain and enhance the public trust in the integrity, objectivity and impartiality of the CRPA.

Conflict of Interest means a conflict that exists between CRPA members' personal and /or business interests and the members' responsibility as member of the CRPA. A conflict or perceived conflict may occur whether or not the member accrues a financial gain from the matter.

- Upon appointment and during the term of office, members must declare potential or perceived conflicts of interests; the CRPA will then determine whether the member will be excluded from discussion and voting on any matter. The perception of a conflict of interest is a conclusion that may be drawn by a reasonably well-informed person that the member's ability to exercise the responsibility of a member of CRPA has been, or may be, affected by the member's private interests.
- In the performance of their duties, members of the CRPA will not give preferential treatment or request the Regional Police Service to give preferential treatment to friends, relatives, business associates, or any other person or organization.
- Members of CRPA will not hold outside employment, on paid or volunteer basis, that may, or may be perceived to, impair the member's ability to exercise their responsibilities as a member of the CRPA. This includes paid or volunteer employment within the Regional Police Service.
- The Chair shall call for any declared conflict of interest with respect to meeting agenda items, at the commencement of the meeting. All declarations of conflict of interest are to be entered into the minutes of the meetings of the CRPA.
- Members having a concern that another member of the CRPA may have a conflict of interest must bring the concern to the attention of the CRPA as soon as practicable.
- Conflicts of interest that are brought to the attention of the CRPA must be resolved such that the public trust in the integrity, objectivity, and impartiality of the CRPA is sustained or enhanced.

5.4 Liability of the CRPA¹³

Under the New Brunswick *Municipalities Act*, the CRPA is a *municipal entity*.

Also, under the Act,

*4(2)A municipality may, in its corporate name,
(a) sue and be sued,*

¹³ See page 40, *Liability of CRPA* for detailed discussion

However, each member of the CRPA is indemnified, by *the Act* from any *personal liability for acts performed in good faith in the performance or intended performance of the members' duties*.¹⁴

In addition, the RPSA stipulates the limitations on liability for any malfeasance on the part of RCMP members:

Article 9.0

9.3 c) *the costs of the Regional Police Service does not include,*

iii) *the costs of any civil action, compensation claim, ex gratia payment or claim for legal fees;*

The City of Moncton provides insurance which includes coverage of members of the CRPA who are exercising their role in good faith. The City of Moncton covers the CRPA under *C. Insuring Agreements 3. Insured Page 10 as a Subsidiary Insured*.¹⁵ This coverage provides General Liability insurance as well as Errors and Omission liability. The OCC-911 Operation is also insured, to a limited degree, for contents and leasehold Improvements. All OCC-911 employees are covered under the City of Moncton policy.¹⁶

A regional policing authority may enter into contracts and may sue and be sued, and the parties to the agreement under which the regional policing authority is established are liable jointly and severally for the debts of the regional policing authority arising out of any matter coming within the scope of the *Act*.¹⁷

The New Brunswick *Police Act* provides statutory protection for individual Board members from any personal liability for acts performed in good faith in the performance or intended performance of the members' duties.¹⁸

5.5 Orientation for New Members

Prior to appointment, each prospective member of the CRPA must be security cleared to the appropriate level. Each prospective member of the CRPA shall be subject to a positive security check prior to being appointed.

Each new CRPA member will be inducted into the CRPA by swearing an oath of office, in the form prescribed and by signing a confidentiality agreement. Each new member will receive training prior to attendance at the member's first meeting. Each new member will receive a copy of the CRPA manual of policies and practices.

¹⁴ Police Act, New Brunswick [17.05 (12)]

¹⁵ Jardine Lloyd Thompson Canada inc. Certificate of Insurance 'City of Moncton a/o Codiac Regional Policing Authority. June21, 2007.

¹⁶ Document, Insurance Coverage for CRPA, December 2, 2007.

¹⁷ S.17.05 (10) New Brunswick Police Act and see art. 18, PPSA.

¹⁸ S.17.05 (21) Ibid.

The induction will consist of the following:

- Swearing an Oath of Office and completing a confidentiality agreement.
- Training in the following matters:
 - An overview of the *Police Act of New Brunswick*, the *RCMP Act*, and the *Regional Police Services Agreement*.
 - An overview of the role and responsibilities of the CRPA with respect to other entities within the justice system, the three partner municipalities, and the Regional Police Service
 - An overview of the internal administration of the CRPA including policies and procedures.
 - An overview of the duties and responsibilities of a member of the CRPA including an explanation of the Code of Conduct.
 - A ride-along with a member of the Regional Police Service.

5.6 Contracting by the CRPA

As the CRPA is a 'municipal entity' it has the power to contract services.¹⁹ The Regional Police Service Agreement is one such contract.

- The New Brunswick *Public Purchasing Act* prescribes certain requirements regarding purchases (including contracts) by publicly funded entities.
- Under the *Public Purchasing Act*, the CRPA may 'sole source' contracts for goods and services under \$25,000.00. Prospective contracts over that amount must be subject to a public tender for competitive bids. However, in unique and specialized circumstances, such as professional services (for example, services provided by lawyers, physicians, accountants or architects) a 'sole source' contract is acceptable.
- In the current absence of CRPA support staff with procurement experience, the City of Moncton is responsible for the contracting process on behalf of the CRPA. In preparing for an intended purchase of goods or services the CRPA should consider the intent of the contract and services required, in general terms. The specific Terms of Reference for a Request for Proposals and the resulting contract will be developed by the Procurement Section at the City of Moncton.
- To facilitate local applicability and coordination of the provincial policy, the City of Moncton has imposed a threshold in the procurement process which is lower than that of the Province. The City of Moncton purchasing policy permits purchases without public tender which are under \$10,000.00. However, pricing shall be solicited and recorded from a minimum of three bidders where sufficient competition is available.
- To ensure transparency, appropriate development of service agreements and the establishment of a fair market price for goods and services, all anticipated purchases over \$10,000.00 will be reviewed and orchestrated by the Purchasing Department, City of Moncton.
- Although the Terms of Reference for the Request for Proposals and the terms and conditions of the contract are developed by the City of Moncton, the Chair of the CRPA and one member of the Executive Committee will sign all contracts on behalf of the CRPA.
- The CRPA is responsible for monitoring the progress of CRPA contracts against the intended outcomes.
- In the event that a contractor fails to meet the requirements of a contract, if the matter cannot be resolved amicably, the CRPA, being a 'municipal entity' has the right to sue and to be sued.

¹⁹ New Brunswick Municipal Act

- In general, the CRPA procurement process will be transparent and goods and services obtained at fair market cost. All such tenders and contracts will be subject to the rules and procedures of the City of Moncton.

5.7 Acceptance or giving of gifts

- Members of CRPA will not accept gifts, benefits or favours from any person or organization where these appear, or might appear, to have the potential of improperly influencing the member in the exercise of their responsibility as a member of the CRPA.
- Members of CRPA will not give gifts, benefits or favours to any person or organization where these appear, or might appear, to have the potential of improperly influencing others in their dealings with the CRPA or the Regional Police.
- Members of CRPA will declare, in writing, the receipt of all gifts.

5.8 Expense Accounts

- All expenses incurred must support the mandate and function of the CRPA.
- All anticipated expenses that exceed \$ 200.00 must receive approval of the CRPA prior to the expense being incurred.
- All reasonable expenses, less than \$200.00 incurred by CRPA members and supported by receipts will be reimbursed.
- All expense claims must be on an approved CRPA claim form.
- The Chair of the CRPA, or a designate, and a member of the Executive Committee will review and approve all such expense account payments.

5.9 Expenditure Approval

- The Chair of the CRPA, or a designate, and a member of the Executive Committee will have signing authority on all contracts and payments of the CRPA.
- All one-time payments in excess of \$5000.00 require signed approval by the Chair, or a designate, and a member of the Executive Committee.
- The Chair, or a designate, or the Chair of the Finance Committee and a member of the Executive Committee may approve all expenses previously approved by the CRPA for ongoing contracts such as rental, legal, accounting, or other ongoing contractual arrangements.

5.10 Honoraria and Expenses

- All members of the CRPA will be reimbursed for expenses in attending meetings of the CRPA. Reimbursement of expenses will be paid for attendance at duly constituted meetings of the CRPA. Such meetings are defined as meetings of the CRPA as a whole or Committee meetings which, prior to their occurrence, have been approved and scheduled by the CRPA. Minutes will be kept at each such meeting.
- Expenses will be paid for attendance at other meetings relevant to the purpose of the CRPA where approved by the CRPA.

5.11 Membership in Associations

The CRPA supports the participation of members in associations which share common interests with the CRPA and which advocate in support of community safety and security and an innovative community-oriented response to policing. Where, upon a request from a member, the CRPA determines that a corporate membership in such an association is warranted, the CRPA may approve such a corporate membership. Examples of such membership may be the Canadian Association of Police Boards (CAPB) and the Canadian Association of Civilian Oversight of Law Enforcement (CACOLE).

The membership fees for such membership may be submitted for reimbursement by the CRPA

5.12 Ongoing training of members of the CRPA

Members of CRPA are expected to avail themselves of training or to attend related conferences that will enhance their understanding of policing and community safety and security and allow an optimum contribution to the work of the CRPA.

Applications of the reimbursement of the estimated costs for attendance at such conferences will be approved by the CRPA, prior to a member attending the training or related conference.

5.13 Evaluation of the CRPA

An annual evaluation will be completed by the CRPA regarding its degree of success in providing governance of the Regional Police Service, in facilitating, through the Regional Police Service, effective community safety and security, and in meeting the targets of its strategic plan. This self-assessment conducted, collectively by the members of the CRPA, will review the successes and failings of CRPA with regard to its role as a governance authority. Where the results of the review indicate a need for change, such a plan should be reflected in the CRPA strategic plan for the forth coming year.

Annually, the Chair of the Governance Committee will provide a self-assessment form to members of the CRPA to conduct a self-assessment of performance in CRPA matters.

5.14 Meetings of the CRPA

The CRPA will discharge its duties during the course of board meetings. To ensure the orderly progression of business, each meeting is guided by an agenda which outlines the issues to be considered. Decisions made are recorded in the minutes taken during the meeting.²⁰

- The CRPA will develop and adhere to a regular monthly schedule of meetings. The format for the meetings will be:
 - Decision on closed versus open meeting agenda items.
 - Announcement regarding special guests.

²⁰ New Brunswick, Police Services, 1998

- Presentation or announcement of awards.
 - Enquiry whether any member of the public wishes to speak to an item on the agenda.
 - Adoption of the proposed agenda.
 - Chair to invite any declaration of any conflict of interest.
 - Special reports as directed by the CRPA.
 - Monthly reports from CRPA committees.
 - Annual reports including: budget and performance reports, statistical reports.
 - Quarterly reports including quarterly report and quarterly statistical report.
 - Report of the OIC.
 - Other business.
-
- At the last meeting of each year, the CRPA will approve a schedule for the following year of the regular meetings of the CRPA as a whole with, if possible, the location of those meetings. Where practicable, meetings will be held at various locations in the region.
 - As a matter of principle, the meeting will be open public meetings except where it is not in the public interest to hold a public discussion of the agenda item or the issue should be discussed 'in camera' by virtue of the *Freedom of Information and Protection of Privacy* legislation. As a default position, however, the public should have access to CRPA meeting.
 - The CRPA shall use *Roberts Rules of Order Newly Revised* which are applicable and not inconsistent with the bylaws and any special rules that the CRPA may adopt.
 - A quorum for the meeting is seven members of the CRPA.
 - The Chair, or designate, will chair the meeting.
 - Minutes will be kept.
 - Meetings of Committees of the CRPA will also be scheduled, where practicable, and that schedule will be approved by the CRPA as a whole.
 - Minutes will be kept of the meetings of Committees of the CRPA.

5.15 Annual meeting

An annual meeting of the CRPA will be held not later than May 31 of each year at a time and place to be determined by the CRPA. Notice of the meeting shall be given by the Secretary/Treasurer or designate at least two weeks prior to the date of the meeting.

5.16 Development of Policies and Procedures

Policies and procedures will be enacted by motion, resolution, or by-law. The CRPA manual will be amended accordingly to reflect decisions of the CRPA.

5.17 Committees of the CRPA

In order to carry out its role as oversight authority, its legislative responsibility, and its contractual obligations, the CRPA will establish and maintain the following standing committees:

- Executive Committee.
- Governance Committee.
- Finance Committee.
- Contract and Quality of Policing Committee.

The CRPA may form *ad hoc* Committees as required.

Committees of the CRPA function to assist the CRPA with its task in the exercise of its authority and responsibility with regards the Regional Police Service.

Terms of reference and membership of Committees will be determined by the CRPA, as a whole:

- At the first meeting of the year, the CRPA will confirm the existing appointments of members to the Standing Committees unless there is due cause not to reappoint, and elect new members where necessary.
- The CRPA may delegate tasks and projects to the committees and each committee will obtain direction from the CRPA regarding its mandate and activities and will report back to the CRPA on a regular basis.
- Committees will have a minimum of three members. Non-serving members of the CRPA may be appointed to a committee as *ad hoc* members where there is a need for special and temporary expertise on approval of the CRPA, as whole. An *ad hoc* member of a committee may not serve as chair of the committee and the majority of members of a committee must be members of the CRPA.
- The Chair of the CRPA is an ex-officio member of each committee.
- No committee may bind nor represent the CRPA.
- The quorum for each committee shall be a majority of those appointed to the committee.
- A majority of those attending each meeting is required to approve a resolution.
- The Chair of each committee, or a designate, will report to the CRPA.
- Where a schedule can be determined, the schedule of meetings of standing and *ad hoc* committees will be approved by the CRPA.

Duties of the Chair of the CRPA

- The Chair is the Chief Executive Officer of the CRPA and is responsible for ensuring the ongoing integrity of the CRPA and for ensuring that the CRPA is operating in accordance with its adopted policies and procedures.
- The Chair of the CRPA sets the agenda of the CRPA meetings and with the chairs of the CRPA committees determines the issues and matters to be discussed by the CRPA.
- The Chair of the CRPA, or a designate, will chair the meetings of the CRPA.
- The Chair of the CRPA is also the spokesperson for the CRPA.

Codiac Regional Police Authority
Policy and Procedure Manual

Duties of the Secretary/Treasurer

- The Secretary/Treasurer is responsible for ensuring that accurate records are maintained of all meetings of standing and *ad hoc* committees and shall act as custodian for all correspondence relating to the CRPA.
- The Secretary/Treasurer, with the City of Moncton, Manager of Finance, is also responsible for coordinating the annual audit of financial reports of the CRPA and for reporting the year end financial position of the CRPA.

Duties of the Committee Chair

- Presides at all meetings of the Committee. A designate will be appointed in case of absence the chair.
- Identifies the issues to be discussed in accordance with the terms of reference of the Committee.
- Approves minutes of committee meetings prior to presentation to the CRPA.
- Presents a synopsis of Committee activity and resolutions of the Committee for consideration by the CRPA as a whole.
- Calls all meetings, as required, and circulates the agenda and any necessary background material at least two clear days prior to the meeting.

Meetings of committees

Meetings of committees will be held as scheduled in the annual meeting plan of the CRPA, or when initiated by the chair, or on the request of the majority of the members of the committee.

Terms of Reference – Executive Committee

The Executive Committee is responsible for matters which for reasons of expediency cannot be dealt with by the CRPA. The Executive Committee is comprised of the Chair, the Vice-chair of the CRPA and the Secretary Treasurer. The Chair, CRPA, is the Chair of the Executive Committee.

The responsibilities include:

- The Executive Committee may meet and make decisions between meetings of the CRPA as a whole where such a meeting is necessitated by extenuating circumstances which prevent or do not require the calling of a meeting of the CRPA as a whole.
- The meeting of the Executive Committee may be called by the chair or by a request of a majority of the members of the Executive Committee.
- All decisions made by the Executive Committee must presented to, and be ratified by, the CRPA at its next meeting.

Codiac Regional Police Authority
Policy and Procedure Manual

Terms of Reference – Governance Committee

The Governance Committee is responsible for all matters concerning the governance of the CRPA. The Governance Committee will consist of a Chair, and two other CRPA members to be elected by a majority of the Members of CRPA.

The responsibilities include,

- Determining and recommending all changes to the Policy and Procedures Manual of the CRPA.
- Considering and recommending all proposed changes to the structure or format of the CRPA.
- Annually evaluating the work of the CRPA against its strategic plan.
- Periodical review of Board expenses.

Terms of Reference – Finance Committee

The Finance Committee is responsible for overseeing the financial aspects of the CRPA and of the Regional Police Service. The Finance Committee will consist of a Chair, the Secretary Treasurer and two other CRPA members to be elected by a majority of the Members of CRPA.

The responsibilities include:

- Consulting with the OIC regarding prospective direct and indirect costs of the priorities, objectives and goals established by the CRPA.
- Liaising with partner municipalities, the Province and other stakeholders on the financial aspects of the Regional Police Service.
- Overseeing the long range aspects of the CRPA financial plan.
- Determining an annual budget for CRPA activities independent of the budget of the Regional Police service.
- Monitoring the ongoing revenues and expenditures and estimated costs and discuss variances of the Regional Police and the CRPA budget.
- Identifying policing cost issues which should be the subject of further analysis.
- Analyzing claims for expense submitted by CRPA members.

Terms of Reference - Contract and Quality of Policing Committee

The Contract and Quality of Policing Committee provides ongoing analytical assessment of the quality of policing in the Region and monitors compliance of the Regional Police Service with the terms of relevant acts and agreements. The Contract and Quality of Policing Committee will consist of a Chair, and two other members to be elected by a majority of the Members of CRPA.

The responsibilities include:

- Fully comprehending all relevant acts and agreements regarding the policing of the Region and monitoring the administration, management and operations of the Service against those contractual requirements.
- Liaising with the OIC to identify issues which require special analysis or the acquisition of specific data to support the work of the CRPA.
- Receiving representations from the public or other stakeholders to determine the need for further analysis or further representation before the CRPA.
- Liaising with the Province regarding the objectives, priorities and goals as determined by the Province.
- Coordinating the conduct of public meetings in support of the development of the annual objectives, priorities and goals of the Regional Police Service.
- Determining changes which should be made to any relevant acts, agreements, procedures, or approaches of the Province or other stakeholders which may enhance the quality of policing in the region.

5.18 Additional staff

From time to time, the CRPA may appoint additional staff on a temporary basis and may delegate responsibilities which assist the CRPA in its governance role. Appointment of additional staff must be approved by the CRPA, as a whole.

5.19 Access to information

- The CRPA supports the principle of open yet appropriate access to all CRPA information. The CRPA also recognizes and respects the need for privacy when appropriate.
- The CRPA is subject to the provisions of the relevant Federal and Provincial Freedom of Information and Protection of Privacy legislation.
- Being the custodian of all CRPA records, the Secretary/Treasurer is responsible for all requests for information related to the role and business of the CRPA.
- Requests for information will be dealt with expeditiously and will be subject to the provisions of the relevant legislation and regulation in New Brunswick.
- CRPA will establish and adhere to the CRPA document retention schedule.
- Information directly related to the Regional Police Service is subject to federal legislation and should be directed to the OIC with a documented record made of the redirection, including report back time, as appropriate. All such correspondence should be diary dated to ensure expeditious response by the CRPA or the party to whom correspondence has been directed for a response.

5.20 Awards and rewards from the Board

- From time to time, it may be desirable for the CRPA to make awards in recognition of citizens, Regional Police Service officers or civilian staff or community agencies that have made a significant contribution to the safety and security of the Region. An appropriate amount will be determined by the CRPA, as a whole, and will be a line item in the CRPA budget.
- The CRPA, in consultation with the OIC, will determine the recipients of such awards for unusual and significant acts.
- The CRPA also recognizes that, from time to time, financial rewards may assist cases where the OIC is of the opinion that a reward will assist in the investigation of a crime.
- Rewards are approved through the chain of command to the OIC for consideration, and then presented to the CRPA.
- In consultation with the OIC, the CRPA will consider the benefit of providing a financial reward in a particular case and will also determine the appropriate method to make the public aware of such a reward and the period for which the reward will remain active.
- The CRPA, as a whole, in consultation with the OIC, will decide upon the conditions for the payment of a reward.
- Rewards will not be paid to a member of the CRPA, or a family member of a CRPA member, nor to a member of the Regional Police Service, or a family member of a Regional Police Service member, nor to any person whose knowledge of the subject incident arose through their own criminal activity.
- Financial rewards approved by the CRPA will be in addition to any financial reward systems being operated by community organizations such as 'Crime Stoppers'.

5.21 Currency and revisions

The manual must be kept current. Amendments to the manual, which shall be dated, require the approval of a majority of the CRPA as a whole. CRPA By-laws require a vote of at least two-thirds majority of the CRPA membership, properly holding office, not less than 14 days notice of which has specified the proposed amendment.

The manual should be accessible to the public in electronic format and posted on the CRPA website.

Changes to paragraphs 4, 5 and 10 of the CRPA By-law must have unanimous approval of the participating municipalities.²¹

²¹ CRPA, Agreement between the funding municipalities.

Codiac Regional Police Authority
Policy and Procedure Manual

Log of Revisions

	<i>Date of Revision</i>
1. Fundamentals of the Codiac Regional Police Authority (CRPA)	
1. The CRPA Philosophy of Policing.	
2. Governance	
3. Vision of CRPA	
4. Mission of CRPA	
2. Introduction to the Role of the Board.	
1. Authority and Accountability.	
2. Legislative parameters.	
3. Oath of Office.	
4. Key governance principles.	
5. Vision of the CRPA	
6. Mission of the CRPA	
7. Terms of reference of the CRPA.	
8. CRPA style and commitment.	
9. Territory	
3. Providing Direction to the Regional Police	
1. Setting targets.	
2. Defining and measuring outcomes	
3. Timing of the planning process.	
4. Partner municipalities	
5. The strategic plan for the CRPA.	
6. Communication with stakeholders.	
7. Assessment and management of Risk.	
4. Human Resources	
1. Creating a positive workplace environment.	
2. Complaints against police.	
5. Administration of the CRPA	
1. Composition of the CRPA.	
2. Code of Conduct.	
3. Conflict of Interest.	
4. Liability of the CRPA.	
5. Orientation for New Members.	
6. Contracting by the CRPA.	
7. Acceptance or giving of gifts.	
8. Expense Accounts.	
9. Expenditure Approval.	
10. Honoraria.	
11. Membership in Associations.	
12. Ongoing training of members of the CRPA	
13. Evaluation of the CRPA.	
14. Meetings of the CRPA.	
15. Annual meeting	
16. Development of Policies and Procedures.	
17. Committees of CRPA	
18. Additional staff	
19. Access to information	
20. Awards and rewards from the CRPA	
6. The purpose and administration of the manual.	
7. Log of Revisions	

PART TWO

Codiac Regional Policing Authority (CRPA) – Authority, Responsibility and Accountability²²

1 Introduction

Police Boards²³ (and regional police authorities) exist for two reasons:²⁴

- Police Boards and authorities provide functions beyond those provided by other modes of regulation such as civil law, a police discipline process, offices of ombudsman, or human rights legislation.
- Police Boards and authorities may provide administrative functions which buttress effective police services.

Within this context, police boards undertake general superintendence of policing. Given the importance of policing to community welfare and the limited ability of provincial or federal governments to provide effective local oversight, the local nature of boards facilitates an extension of provincial governance legislation and influence. In addition, the police board ensures input to policing strategies which address unique local, municipal and regional, issues.

The task and functions of a board, given the devolution of powers with respect to the oversight, management, and administration of policing, must be independent. The board also dovetails with the functions of other municipal, provincial and federal levels of government.

The Codiac Regional Policing Authority (CRPA) is a legislative-based organisation. Its role, responsibilities, and function are founded upon the following legislation:

- the *Police Act* of New Brunswick;
- the *Regional Police Service Agreement (RPSA)* between the Government of Canada and the Government of the Province of New Brunswick, dated January 15th 1998;
- the *Assignment of Regional Police Service Agreement (RPSA)* between the Government of the Province of New Brunswick and the Codiac Regional Policing Authority, dated February 26th 2001;

²² The information contained in this analysis is current as of December 2008. Changes in legislation or agreements or case law will influence the currency of this information

²³ Police Board includes Police Service Boards, Boards of Police Commissioners, Police Commissions, Regional Police Boards, and any other legislated police governance body.

²⁴ Ceyssens, Chapter 4, 4-1

- the *Agreement between the City of Moncton and the Town of Riverview and the Town of Dieppe*, dated April 9 2001; and
- the *Codiac Regional Policing Authority By-law*.

This legislation also prescribes administrative and management functions for the CRPA. Additionally, other legislation impacts the authority and responsibility of the CRPA. For example, the *New Brunswick Municipal Finance Corporation Act* (S.N.B. 1982) with respect to the CRPA being a “*municipal enterprise*”^{25 26} and ...”*the borrowings of which are guaranteed by a municipality*” and the *Protection of Personal Information Act*, by virtue of the CRPA being a “public body”. The CRPA is also directly and indirectly impacted by Federal legislation, such as, the *RCMP Act* and the *Access to Information Act*.

To provide clarity with respect to the CRPA’s authority, responsibility, and accountability the enabling components of the CRPA’s key legislative base will be examined in the following discussion. Simply stated, legislative direction – the “shall do” sections of the relevant legislation will be reviewed in detail. Where appropriate, potential inconsistencies or differing interpretations with respect to CRPA authority will be discussed in conjunction with an examination of practices and legislation from other Canadian jurisdictions.

2 Police Act of New Brunswick

The *Police Act* of New Brunswick provides the legislative backdrop for policing of the Province. In the context of the CRPA, the *Act* defines and sets out the roles and responsibilities of a number of key legal entities and organisations with respect to the CRPA. This includes the nature of the relationship and devolution of authority between the Minister, the Lieutenant Governor in Council, the New Brunswick Police Commission, (municipal) councils, regional police authority, such as the CRPA, and the RCMP. The *Act*, among other legislation, establishes the formal relationship of each entity with the CRPA.

The *Act* stipulates that the Minister shall:

- *promote the preservation of peace, the prevention of crime, the efficiency of policing services and the development of effective policing, and*
- *coordinate the work and efforts of police forces and the Royal Canadian Mounted Police within the province*”.²⁷

²⁵ Police Act 17.02(4) For the purposes of subsection (1), a regional policing authority shall be deemed to be a municipality. (1) refers to the authority to enter into an agreement for policing services.

²⁶ Municipal Enterprise: “municipal enterprise” means (a) any body corporate, and (b) any board of police commissioners established pursuant to section 17.1 of the *Police Act*, the borrowings of which are guaranteed by a municipality;

²⁷ Police Act , New Brunswick, [1.1(1)]

Codiac Regional Police Authority
Policy and Procedure Manual

To further these objectives, the Minister may also²⁸:

- *consult with and advise, councils, police forces, a regional policing authority and the Royal Canadian Mounted Police on matters relating to policing,*
- *provide to boards, councils, police forces, a regional policing authority and the Royal Canadian Mounted Police, information and advice respecting the management and operation of police forces and the Royal Canadian Mounted Police in handling special problems, and such other information as the Minister considers to be of assistance,*
- *establish a system of inspection and review of police forces,*
- *establish and maintain central information and statistics service and perform research for the purposes of aiding police forces and the RCMP,*
- *promote and assist in the development and installation of a communication system for all or any police force,*
- *promote and assist in the development of police education at the post secondary school level,*
- *establish programs and methods designed to promote public understanding of police functions, and*
- *perform other functions and establish other programs that are conducive to the development of effective police services.*

The Minister may also issue guidelines and directives, for the attainment of the above objectives, to any police force within the Province.²⁹

A caveat is also apparent, namely that the requirement to abide by these guidelines and directives may be limited by any agreement signed between the Lieutenant Governor and Canada. The Regional Police Service Agreement (RPSA) and the Provincial Policing Agreement (PPA) limit the degree to which the New Brunswick Police Commission and, in fact, any provincial body can inquire into the adequacy or internal management of the RCMP.³⁰ Case law has underscored the limitations of a provincial or other inquiry.³¹ This same limitation applies to the CRPA.

The ability of the Lieutenant-Governor in Council to make regulations which address a range of issues is specified in the *Act*.³² These regulations address matters as varied as oaths, code of professional conduct, discipline and corrective measures, personnel files and records and statistical data, rank structure, minimum standards for training, minimum standards for operational and administrative procedures, training for all levels of policing from recruit to specialised training and supervisory and management courses, and any matter that the Lieutenant-Governor in Council considers necessary or advisable to carry out effectively the purpose of *the Act*. The *RPSA* stipulates that these requirements do not apply to the RCMP as such matters are '*internal administration*' determined by the RCMP.

²⁸ Ibid Police Act [1.1(2)]

²⁹ Ibid [1.1(3)]

³⁰ *Alberta (Attorney General) v. Putnam*, [1981] 2 S.C.R. 267, 123 D.L.R. (3d) 257; *Bisailon v. Keable* [1983] 2 S.C.R. 60, 2 D.L.R. (4th) 750 (see Ceyssens, 4-7)

³¹ Evaluation of RCMP programs and management have been conducted in terms of due diligence of policing at municipal level.

See, for example, *perivale + taylor re: Halifax Regional Municipality and City of Richmond*, BC.

³² Police Act, New Brunswick [38]

The Lieutenant Governor in Council appoints the New Brunswick Police Commission (the Commission), comprised of a chair, vice-chair and such other members as the Lieutenant Governor in Council sees fit to appoint.³³ The role of the Commission is, essentially, threefold:

- *The investigation and determination of complaints by any person relating to the conduct of a member of the municipal or regional police;*
- *The investigation and determination of any matter relating to any aspect of policing in any area of the province, either on its own motion, or at the direction of the Solicitor General; and*
- *The determination of adequacy of Municipal, Regional and RCMP forces within the Province.*³⁴

The *Police Act* further provides that the Lieutenant Governor in Council may enter into agreements with Canada for the employment of the RCMP to enforce the law and to assist in the administration of justice within the Province.³⁵ Every member of the RCMP, a police force and every auxiliary police constable are afforded certain powers, authority, privileges, and rights and immunities within the Province.

A civic authority is required to provide for a police service and to establish priorities and objectives of the police force, to issue instructions to the chief of police. However, these instructions shall not be in respect to specific operational decisions nor the day-to-day operations of the force.³⁶

In New Brunswick, in jurisdictions where policing is provided by a municipal force, a chief of police is required to lead the force and oversee the operation in accordance with *the Act* and the regulations and the priorities, objectives and policies established by the civic authority.³⁷ The Chief is further required, by the *Act*, to manage the force so as to fulfill the responsibility of the civic authority, using professional police procedures, ensuring that all members of the force carry out their duties in accordance with *the Act* and regulations. He or she shall report directly to the civic authority in respect to the operations of the force and the manner in which he or she carries out the duties and will also obey all lawful instructions of the civic authority.³⁸ The role of the Officer in Charge of an RCMP detachment is less clearly defined.

3 Contracted RCMP Policing

In the specific case of the Codiac Regional Police Service, the RCMP provides services under the *Regional Police Service Agreement*. The *RPSA* is not as emphatic regarding the structured relationship between the Officer in Charge and the civic authority (the CRPA)³⁹ as is the case, above, where policing is provided by a municipal police force in New Brunswick.⁴⁰

³³ Police Services, New Brunswick Board of Police Commissioners, September 1998.

³⁴ *Ibid.*

³⁵ Police Act, New Brunswick [2.(1)]

³⁶ *Ibid* [3.1(2)]

³⁷ *Ibid* [3.1(3)]

³⁸ *Ibid* [3.1(3)(f)]

³⁹ See below, in discussion of the RPSA.

⁴⁰ The differences are articulated later in the chapter

A municipality may enter into an agreement with the Lieutenant Governor in Council for the policing of the municipality by the RCMP, or with the Government of Canada for the policing of the municipality by the

RCMP (subject to the approval of the Lieutenant Governor in Council), or with another municipality for the employment of its police force as the police force for the municipality, with the approval of the Minister.⁴¹

The CRPA, has entered into an agreement with the Government of the Province of New Brunswick for the employment of the RCMP to enforce the law and to assist in the administration of justice within the Province.⁴²

However, a municipality may not establish, abolish or disband a police force; withdraw from any agreement under which it is policed, or under which it provides policing services to another municipality or withdraw from an agreement for the policing of a region without the consent in writing of the Minister.⁴³

While a municipality may enter into the agreement with respect to policing, there are specific caveats that apply. For example, where, based upon advice from the New Brunswick Police Commission, the Lieutenant Governor in Council determines that a municipality is not discharging its obligations under section 3, regarding the provision of a police service, or a board is not discharging its obligations under section 7, or, for any reason, the police services provided within a municipality are inadequate, he or she may take action to provide what the Lieutenant Governor in Council considers to be an adequate police service. The cost of the services would be an amount owed to Her Majesty and charged to the municipality.⁴⁴

The nature of “inadequate” is not specified however, adherence to the New Brunswick Policing Standards⁴⁵ is a likely criterion.⁴⁶ The RCMP is not subject to the New Brunswick Standards (or any other provincial standards) as the Regional Police Service Agreement absolves the force, acting under contract, of any requirement to be subject to internal management by the CRPA.

Article 3.0 Management of the Regional Police Service
3.1 a) the internal management of the Regional Police Service, including its administration and the determination of professional police procedures, shall remain under the control of Canada.

The RCMP utilise internally-developed standards, applied at the national, divisional and detachment levels, which stipulate operational, administrative and management requirements. There is no one, overarching Canadian police standard governing all police agencies. The Province of New Brunswick, like

⁴¹ Ibid [4 (a),(b),(c)]

⁴² Regional Police Service Agreement

⁴³ Police Act , New Brunswick [4.1]

⁴⁴ Ibid [5.1]

⁴⁵ Policing Standards, Province of New Brunswick, 2nd edition, 2004.

⁴⁶ See below for further discussion.

most provinces in Canada, has developed standards or guidelines which describe the required quality or level of policies and procedure to ensure adequate policing which adheres to legislation and citizen rights.

Whereas, s.4 which allows a municipality to provide a police service, section 17, (added in 1997, to address regional policing, given the Codiac situation), provides that any municipality may, with the written consent of the Minister, (not as in s.4, the Lieutenant Governor in Council), be party to an agreement whereby a regional policing authority is established for the purpose of s.17.02, the entering of an arrangement or an agreement with the Government of Canada for the policing within the region by the RCMP. This includes the takeover of a municipal force by the RCMP. However, the *Act* is silent with regards the take over of RCMP by a regional municipal service (s.17.02(1)). Since, the Codiac Regional Police Authority is already established, the provisions of s.17.02(2) do not apply. This section addresses the creation of services by, and the revocation of appointments of the members of forces taken over or (3) that address either requirement for the service of notice to the trade unions representing the members of the forces which are subject to take over.

4 Municipal Police Department Governance

Most jurisdictions provide for the establishment of a board or other oversight authority by a municipality which has assumed responsibility for the provision of a police service. The board (or regional authority or municipal commission) provides a valuable buffer between the municipal council and the police service. The separation of political partisan control from the enforcement of law is intended “...to ensure a just and impartial carrying out of the duties which devolve upon constables and peace officers and to place the chief of police, the officers and the constables of the force in a position where they are removed from the influence of persons who may interfere with due performance of police duties...”⁴⁷

“The dilemma therefore of how to achieve the dual objectives of, on the one hand, democratically accountable, impartial and fair policing and on the other hand, policing and a police institution that are insulated from undesirable and undemocratic partisan political control and influence by governments...”⁴⁸

⁴⁷ Bruton v. Regina City Policemen's Ass'n., Loc. 155, quoted in Ceyssens, 4-13.

⁴⁸ Stenning, Phillip, Ingredients for a Good Police/Executive Relationship”, paper presented in New Delhi, March 2007, quoted Ceyssens, 4-13.

5 Contracted Police Governance

The balance noted above is particularly difficult in the case of jurisdictions policed by the RCMP, such as Codiac, where an agreement exists, albeit at provincial level, but results in an arrangement with a service provider which is 'once removed' from the recipient, the CRPA (on behalf of the community), and which is twice removed from the funders of the service, the municipalities. This structure limits the type and range of accountability which can be applied to the contracted police force.

The board or regional police authority is a separate legal entity from the partner councils.

"The police commissioners constitute a separate department of municipal government; they are invested with special statutory powers and are independent of the municipal council except that they are dependent upon the council for monies with which to maintain a police force."⁴⁹

However, there are some limitations. The "documents of the police force"⁵⁰ were held to be within the city's "possession of power" in the case of civil discovery where the statutory rights of the board did not affect the right of the city to inspect police documents as the board was the vehicle by which the city discharged its statutory duty to provide and maintain an adequate police force.⁵¹

The responsibilities, obligations and accountabilities of the CRPA with reference to the *RPSA* will be discussed later.

6 Composition and administration of the Police Board

The *New Brunswick Police Act* provides an all-encompassing section which addresses the administration, funding, composition, contracting rights, of a regional police authority.⁵²

This includes:

- The requirement that the regional authority make provision for administration and bookkeeping;
- Boundary issues, where the boundaries of the regional authority may include two or more municipalities and areas outside the municipality, however, if the region to be policed includes an area not contained within the limits of any municipality that is party to the agreement, then the Minister shall be party to the agreement and any municipality may, with the consent of the Minister, be a party to an agreement for the policing of a region; and
- Stipulation of the composition of the authority where each municipality that is party to the agreement shall be represented by one or more persons, at least one of whom must be a mayor

⁴⁹ See Bruton, *ibid.*

⁵⁰ Such as internal reports.

⁵¹ See Ceyssens, 4-21. Bruton v. Regina City Policemen's Ass'n., Loc. 155

⁵² Police Act, New Brunswick [17.01(2)]

Codiac Regional Police Authority
Policy and Procedure Manual

or councillor and all of whom shall be ordinarily resident in the municipality, as well as, one or more persons ordinarily resident within the municipality shall be appointed by the Minister with the objective being to ensure that the interests of the province are adequately represented.

The member composition of the Regional Authority is important and, when vacancies exist, can be influenced by the members of the Regional Authority in letting their wishes be known to the Minister or the mayors of the contributing municipalities. In New Brunswick, the *Police Act* allows the control of the majority of appointments to lay with the municipalities. The argument in support of this position is that policing is a locally based service which must be attuned to local needs and is locally funded. In contrast, for example, in British Columbia the Lieutenant-Governor in Council makes the majority of appointments. The argument in support of the British Columbia position is that provincial appointees remove policing from local influence and such appointments provide a consistent province-wide approach to policing. This is despite the recommendation of the Oppal Commission⁵³ that the majority of Board members be appointed by the municipality. Most jurisdictions provide for municipal-weighted boards and authorise municipal council to appoint, either all members of the board or a majority of members.⁵⁴

Beyond the nature of local versus provincial representation, the skills and competencies of the board are important with regards the ability of the authority to effectively manage the role of oversight. For example, a broad range of experience such as business, law, community stakeholders' representation, or education may provide a more balanced approach to understanding community needs. The existing members of a policing authority, through the Chair, can make known the specific needs of the board at a time of the appointment of new members. Whether provincial or municipal appointees, it is clearly the responsibility of all board members to represent the perspective and needs of the community at large rather than a particular element or, in the case of councillors, a particular constituency within the region. The Authority and its members are also accountable to the residents of the Region, legislatively, as well as through the media and public meetings, and also through the municipal partners.

The *Report of the Inquiry into Policing in British Columbia*⁵⁵ suggested a formal process of member selection. The Report suggested a process of public advertising of vacancies; short listing of applicants; public interviews by Council (or the regional authority); formal notification of the outcome of the process. This type of process is in part utilised by police boards in Alberta; for example, the Calgary Police Commission and Edmonton Police Commission. This formal process should be supported by an orientation to the work and expectations of the regional authority.⁵⁶

⁵³ Province of BC, Inquiry into Policing, Victoria, 1994

⁵⁴ See Ceysens, 4-15.

⁵⁵ Province of BC, Justice W. Oppal, 1993

⁵⁶ See also object 2.

Codiac Regional Police Authority
Policy and Procedure Manual

The Regional Authority in New Brunswick must also select a chair person. The Regional Authority is required to make policy regarding a number of financial policies. The Regional Authority must determine a funding formula, develop an interim budget⁵⁷, a method of approving budgets, a method of dealing with surplus funds, of deficits, and sharing debts and other liabilities.

The Regional Authority is also responsible for arranging accommodation, equipment and support staff requirements of the RCMP, and the acquisition, evaluation and disposal of property. The Authority must also determine the time and location of meetings and a quorum for meetings. As noted below,⁵⁸ meetings should, where possible, be public. The location of meetings is important both for accessibility of the public to facilitate accountability and openness but also to set a tone of professionalism and objectivity. For example, regional authority meetings held in municipal buildings may be more conducive to public attendance than those held at a detachment office.

Section 17.05(2) of the *Act* requires that the Regional Authority provide to the parties to the agreement, at set intervals or on request after reasonable notice, a report showing the financial position of the police service as compared with its budget. In the case of the CRPA, the currency and accessibility of the budget is impacted by the currency and specificity of the RCMP divisional budgeting process. In addition, the financial year for the RCMP is traditionally the fiscal year whereas the financial year for municipal government is usually the calendar year.

Section 17.05(4) and following, establish a number of administrative and management parameters for the authority. An appointment to the Regional Authority shall be for a period not exceeding three years. If the member ceases to maintain his or her ordinary residence within the region or municipality in which he or she has been appointed, or, if a mayor or a councillor, ceases to be mayor or a councillor, the Regional Authority shall declare his or her position to be vacant and a new appointment made. A member may be appointed for one additional term not exceeding three years, (s.17.05(5)). A vacancy on the Regional Authority shall not affect its power to act (s.17.05(6)). Although, of course, given the specific and broad representation and experience on the ideal board, the vacancy may impact the effectiveness of the authority.

Where, due to illness or absence, a member of the Authority is unable to carry out the required duties, the Minister, in the case of a person appointed by the Minister, or the mayor, in the case of a person appointed to represent the municipality, may designate another person to act as a member for the period of the illness or absence (s.17.05(7)). In the same way, the Minister or a mayor may dismiss a member for cause, (s.17.05(8)). 'Cause' is not explained. However, the Department of Solicitor General, New

⁵⁷ In the case of a newly constituted authority. Also, in the case of a newly constituted authority see (k) fixing a date for the initial provision of police services under the agreement. In this regard, see 17.02(5) regarding the inapplicability of subsection (2) and (3).
⁵⁸ See also Administrative Manual, object #2.

Codiac Regional Police Authority
Policy and Procedure Manual

Brunswick has proposed an example of a Code of Conduct. The code lists expectations such as attendance at meetings, non-interference with operational decisions of police, the discharge of duties in an impartial manner, confidentiality, and others.⁵⁹

In some jurisdictions, such as Ontario and Nova Scotia, a code of conduct is detailed to provide some guidance to board members.⁶⁰ The Ontario code, for example, addresses matters such as attendance at meetings, the requirement for training, authority to speak on behalf of the board, the avoidance of conflict of interest, and the need to conduct board business in compliance with the Human Rights Code. The regulation outlining the code of conduct also makes provision for the board to record the alleged breach of the code and to request an investigation by the Ministry of the Solicitor General.⁶¹ In Alberta, the Edmonton Police Commission publicly states the content of its Code of Conduct which includes certain ethical principles that should govern the conduct of Commissions in order that they “*maintain the highest standards in public office and faithfully discharge their duties.*”⁶² The Calgary Police Commission has a significantly abridged format in the 2007 Policy and Procedures Manual with respect to guidelines for the conduct of Commission members.⁶³

The suggested New Brunswick Code and the regulations of Ontario and Nova Scotia contain very similar provisions.

A regional authority may provide a reasonable remuneration for members who are not councillors and may provide an allowance for those who are councillors.⁶⁴ ‘Reasonable’ is not defined, however, public accountability would, no doubt, ensure that such payments are truly reasonable and within acceptable parameters. As noted below, the Minister or the mayor, depending upon whom appointed the board member may suspend the appointment for cause.

With regards the acquisition and disposal of real and personal property, a regional authority may, on behalf of the parties to the agreement, and within its budget, may acquire, deal with and dispose of such property, may enter into contracts and may be sued and may sue, and the parties to the agreement are liable jointly and severally for the debts of the regional authority. Such transactions must come within the scope of the *Act*.⁶⁵ Further, the *Act*, states the Regional Authority may, on guarantee of the parties to the agreement, borrow money.⁶⁶ This is, potentially, a controversial issue facing the Codiac Regional Police Authority. The parties to the agreement between the three contributing municipalities (Moncton, Dieppe

⁵⁹ Board of Police Commissioners – An Overview, Department of Solicitor General, Police Services, September 1998.

⁶⁰ This will be considered in greater detail in object #2.

⁶¹ .Ontario Regulations, 83/00, 277/00

⁶² Edmonton Police Commission. In, www.edmontonpolicecommission.com/pdfs/handbook/appendixD.pdf

⁶³ Calgary Police Commission. In, www.calgary.ca/docgallery/bu/cpc/manuals/policy_manual.pdf

⁶⁴ Police Act, New Brunswick [17.05(9)]

⁶⁵ Ibid [17.05(10)]

⁶⁶ Ibid [17.05(11)]

Codiac Regional Police Authority
Policy and Procedure Manual

and Riverview) have expressed concern that the CRPA may be able to commit resources, which subsequently will directly affect municipal governance and fiscal planning. While the *Act* permits the Regional Authority to undertake all the finance related commitments delineated as the partner municipalities have signed the agreement,⁶⁷ however, constraints are placed on the borrowing of money as the regional authority must secure a guarantee from each party to the agreement.⁶⁸

The composition of a police board does not affect its legal ability to contract.

*The Board ... Is a continuing board, the personnel of which may be changed from year to year. As such...it has a right to enter into any contract within the powers granted to it by statute, either specifically or by inference. A contract so made would be binding on subsequent boards, just as a contract similarly made by a council is binding upon subsequent councils...*⁶⁹

In the *Act*, a series of administrative subsections address policy development and meetings.

*The Regional Authority may make rules consistent with this Act and the regulations for the purpose of performing its responsibilities under the Act and shall file each rule with the Provincial Police Commission (17.05(13)). Any such rule may be inspected at and a copy obtained from the office of the Regional Authority or of the Commission.*⁷⁰

Although the subsection says “may make rules”, such rules are absolutely required for the purpose of effective administration, transparency, and to reduce liability in the event of a civil action. The CRPA By-law addresses many of these rules of administration and operation.

To underscore the need for transparency, the *Act* states that a meeting of the Regional Authority shall be open to the public except where, in the opinion of the Regional Authority, it is not in the public interest.⁷¹ In support of transparency, this is a desirable and appropriate default position for meetings. It underscores the focus on transparency and the accountability of the police and the Regional Authority to the public. The further default position of the meeting only being ‘in camera’ if it is in the public interest to do so, further underscores the need for a critical assessment of whether the agenda item should not be discussed publicly. The term ‘public interest’ is open to some interpretation but provides a broader base for decisions than terms such as “personnel matters” or “internal financial matters”, terms used in other rules for the conduct of Board meetings.

⁶⁷ Ibid [17.05(10)]

⁶⁸ Ibid [17.05(11)]

⁶⁹ Regina City Policemen’s Assoc. v. Regina Board of Police Commissioners (1971), 24 D.L.R. (3d) 41 at 47, [1971] 4 W.W.R. 526 at 532 (Sask. C.A.) see Ceysens.

⁷⁰ City of Moncton, or located at a place within the territory of the Authority as determined from time to time by the Board of Directors. Section 1. CRPA By-Law no.1

⁷¹ Police Act ,New Brunswick [17.05(15)]

Budget and budget approval are challenging issues for the CRPA. The *Act* requires the regional authority to annually prepare a budget for the provision of policing services and for the costs of the Regional Authority for the next succeeding year.⁷² The proposed budget should then be forwarded to the parties to the agreement “for approval” pursuant to the agreement.⁷³ There is, of course, no guarantee that the budget will be approved by the parties to the agreement. The formula for cost sharing has been agreed by the mayors of the contributing municipalities however one or more of the parties may object to either the operational or capital aspects of the budget. Any of the parties may also fail to approve the estimated budget for the expenses of the authority. *The Act* suggests that these two items should be submitted separately. The partner municipalities in Codiac have developed a process to facilitate joint consideration of proposed CRPA budgets by the Managers of Finance prior to presentation before the councils.

The Regional Authority is required (“shall submit”) by November 15th of each year to submit a copy of the signed agreement to the Minister of Local Government for the Minister’s approval.⁷⁴ (It should be noted that the Minister responsible for policing is the Minister of Public Safety and Solicitor General.⁷⁵) *The Act* is not clear on the role of the Minister, with respect to police budget, except that when the parties to the agreement fail to approve the budget, the Minister may fix a final budget for the regional authority.⁷⁶ This action was evident in 2003⁷⁷ when the Minister was contacted by the Regional Authority when one of the parties to the agreement requested a reduction of the budget of the Regional Authority. The Minister responded by approving the budget reduction requested by the party. It is unclear whether the reduction requested by one party was divided between all three parties based upon the cost sharing stipulated in the Mayors’ formula.

7 Liability of the CRPA

Each member of the CRPA is indemnified, by the *Act*, from any *personal liability for acts performed in good faith in the performance or intended performance of the members’ duties.*^[1]

The RPSA⁷⁸ stipulates the limitations on liability for any malfeasance on the part of RCMP members; namely, *the costs of the Regional Police Service does not include*

- iii) *the costs of any civil action, compensation claim, ex gratia payment or claim for legal fees;*

⁷² Police Act, New Brunswick [17.06(1)]

⁷³ Ibid [17.06(2)]

⁷⁴ Ibid [17.06(3)]

⁷⁵ The RPSA defines Minister as the provincial Minister responsible for policing services in the Province

⁷⁶ Ibid [17.06(4)]

⁷⁷ Unsigned letter, undated, date stamped “Received RCMP, January 17 2003”, on New Brunswick Minister of Public Safety letterhead.

⁷⁸ Article 9.3(c) RPSA

Codiac Regional Police Authority
Policy and Procedure Manual

Article 9 RPSA, therefore, only refers to the litigation costs incurred by the RCMP for which the CRPA will not be invoiced.

Given that the New Brunswick *Municipalities Act* states,

- 4(2) *A municipality may, in its corporate name,*
(a) *sue and be sued,*

and, the New Brunswick *Police Act* also states,

A regional policing authority... may enter into contracts and may sue and be sued, and the parties to the agreement under which the regional policing authority is established are liable jointly and severally for the debts of the regional policing authority arising out of any matter coming within the scope of this Act....

Therefore, in the event that a policing issue within the region gives rise to a civil action, a claim against the CRPA and, possibly, also the funding municipalities is a possibility. Article 9 does not specifically state that if the CRPA is subject to a civil action that the authority will be indemnified against the costs of damages or other costs including the expense of defending such an action. Such costs do not appear to be covered under the RPSA.

However, the PPSA is more specific regarding the limited indemnity of the Province in which the RCMP assumes “full responsibility for any liability for provision of services.”^[2] In this instance, Paragraph 10.7 of the PPSA specifically states Canada shall indemnify and hold harmless the Province, a protection that does not apparently occur for the CRPA under the existing RPSA.

The City of Moncton provides insurance which includes coverage of members of the CRPA who are exercising their role in good faith. The City of Moncton covers the CRPA under C. Insuring Agreements 3. Insured Page 10 as a Subsidiary Insured.^[5] This coverage provides General Liability insurance as well as Errors and Omission liability. The OCC-911 Operation is also insured, to a limited degree, for contents and leasehold Improvements. All 911 employees are covered under the City of Moncton policy.^[6]

In another development,

the British Columbia Court of Appeal dismissed a bid by the Vancouver Police Board to block a compensation suit related to the death of a man who was jolted with a Taser almost four years ago. Robert Bagnell died in police custody in June of 2004 during an altercation with Vancouver police.

His family is suing the Police Board under the Family Compensation Act, claiming the Board was negligent in supplying police officers with Tasers, and failed to ensure the stun guns were independently tested and properly maintained.

The Board attempted to have the suit dismissed, claiming it had no reasonable chance to succeed, and the city of Vancouver should be the target of any suit.

But a lower court rejected the argument, and the B.C. Court of Appeal has upheld that ruling. The appeal court says it's not obvious that the claim against the Police Board would fail, and the issue should be left to be argued during a trial.^[3]

Many other police acts, for example British Columbia and Ontario, absolve the board members of responsibility for any personal liability for torts, subject to any provisions provided in law.

The Act in British Columbia provides for two exceptions to the protection from personal liability.

*(3) Subsection (2) does not provide for a defence if
(a) the police officer or other persons appointed under this Act has, in relation to the conduct that is the subject matter of action, been guilty of dishonesty, gross negligence or malicious or wilful misconduct, or
(b) the cause of the action is libel or slander.^[4]*

8 Adequacy of Policing

As noted above, the *Act* addresses the adequacy of service provided by both the Regional Authority and the police service.⁷⁹ If the Lieutenant Governor in Council determines that the Regional Authority is not discharging its obligations pursuant to the Agreement or that, for any reason, the police services provided within the region are inadequate, the Lieutenant Governor in Council, upon the recommendation of the Commission, may take action to provide what it considers adequate police services within the region. This is one of the most prominent powers of a provincial commission⁸⁰ as the adequacy of policing must be assured as a fundamental aspect of the wellbeing of a society. The *Constitution Act, s. 92(14)* authorizes a province to make laws related to the administration of justice and, further, provides the legal

^[1] Police Act, New Brunswick [17.05 (12)]

^[2] PPSA 10.7

^[3] 2008 The Canadian Press April 28 2008

^[4] See Ceyssens for further discussion.

^[5] Jardine Lloyd Thompson Canada inc. Certificate of Insurance 'City of Moncton a/o Codiac Regional Policing Authority. June 21, 2007.

^[6] Document, Insurance Coverage for CRPA, December 2, 2007.

^[7] S.17.05 (10) New Brunswick Police Act and see art. 18, PPSA.

^[8] S.17.05 (21) Ibid.

⁷⁹ Police Act, New Brunswick [17.07(1)]

⁸⁰ Ceyssens, 4-5.

basis for a province to establish an inquiry to investigate and report on suspected police misconduct with respect to police forces under its jurisdiction.

There are three limitations on this power:

- A province may not interfere with federal interests in the enactment of, and provision of, a uniform system of justice in the country as embodied in the Criminal Code.⁸¹
- Neither level of government may, in the course of establishing an inquiry, infringe individual rights as embodied in the common law, statutes or Charter of Rights.⁸²
- As discussed below, a province has limited rights regarding an investigation or inquiry into the internal administration of the RCMP.

In some jurisdictions, such as Ontario, the Commission has the power to ensure compliance with the prescribed standards for policing. In Ontario, if upon the conduct of a hearing, the provincial Commission is of the opinion that a board or a municipal police force has flagrantly or repeatedly failed to comply with prescribed standards, the Commission may either direct the board or the force to comply, or to take measures which include the suspension of the chief of police or one or more or the whole of the board members, remove the chief or one or more or the whole board, disband the police force and require the Ontario Provincial Police to provide police services for the municipality, or appoint an administrator to perform specified functions with respect to police matters in the municipality for a specified period.⁸³ 'Adequate policing'⁸⁴ or similar terms such as 'adequate and effective'⁸⁵ or 'reasonable standard of law enforcement'⁸⁶ are used in most jurisdictions.

The decision regarding adequacy is complex. Not the least of the problems is that of defining 'adequate level of policing' where it is unclear as to what 'level' refers to as opposed to simply 'adequate policing' or its corollary upon which action is initiated 'inadequate policing'.

The New Brunswick Policing Standards, mentioned previously, establish a framework for effective policing, however, the possible measures are not as extreme as those prescribed in Ontario nor is the criteria for action as clearly defined. 'Adequacy' is also influenced or defined by factors as diverse as 'quality of service', with regard to 'speed of service delivery' and 'incident rates' and 'client service' which might also include the relationship of the police to the community or to the regional authority. Their consideration requires an in-depth knowledge and measurement of policing services and value judgements regarding their impact on the adequacy of the service.

⁸¹ O'Hara v. The Queen, [1987] 2 S.C.R. 591, 45 D.L.R. (4th) 527, as noted in Ceyskens.

⁸² Ceyskens, 4-7

⁸³ Ontario Police Act, s.23 (1).

⁸⁴ S.15, Police Act, BC;

⁸⁵ S.4, Police Act, Ontario

⁸⁶ S.25, Police Act, Saskatchewan.

The assessment of 'adequacy' is further complicated, in the case of the RCMP, as the RCMP is not subject to the same provincial standards and the province's power to inquire into certain RCMP activities is limited by the Agreement, the *RCMP Act*, and case law. Further, if the service provided by an RCMP detachment is considered inadequate the ability of the Lieutenant-Governor in Council to "*provide what it considers to be adequate police services*" is impeded by a requirement to provide two years notice of the cessation of a policing agreement. No action will be taken by the provincial Commission regarding 'inadequate service' until the Regional Authority has been given reasonable time to answer the allegation.⁸⁷

9 Complaints Against Police

A complaint filed against the municipal police or against the RCMP are subject to different processes. A person who wishes to complain regarding the individual actions of an officer or the general quality of service of the RCMP may file a complaint with any or all of three places: the regional authority, the local detachment, or the RCMP Complaints Commissioner. Where a complaint concerning the RCMP is filed with the Provincial Police Commission, the Commission shall give the complainant notice in writing that the complaint is not within its jurisdiction and refer the complaint to the Commanding Officer of the RCMP or to the Commission of Complaints against the RCMP.⁸⁸ The Commission is required to provide a copy of the complaint to the Regional Authority if the complaint concerns services provided under an agreement between the Regional Authority and the Government of Canada, or to the Minister if the complaint concerns services provided under an agreement between the Province and the Government of Canada. The ability of the Regional Authority to monitor the progress or inquire into the status of a complaint is limited by the Agreement and by case law.

Although not prescribed in the policing agreements, senior officers of the RCMP suggest⁸⁹ that if a regional authority or any other oversight authority in an RCMP contracted jurisdiction is not satisfied with the performance of the Officer in Charge, then if discussion fails to resolve the perceived inadequacy the officer will be transferred from the detachment upon a complaint to the Commanding Officer. As noted later in the discussion of the Agreement, it is the Commissioner, the service provider, who retains the final decision over any action to be taken.

⁸⁷ Police Act, New Brunswick, 17.07 (2)

⁸⁸ Ibid. 25.5(1)

⁸⁹ Interviews conducted in the course of the review

PART THREE

The Responsibility, Authority and Accountability of the CRPA the Regional Police Service Agreement

1 Introduction

The *Regional Police Service Agreement (RPSA)* was originally signed, between the Government of Canada and the Government of the Province of New Brunswick, in January 1998. The term of the agreement was from January 18, 1998 to March 31, 2012. Subsequently, a second *RPSA*, superseding the first, was signed on February 26, 2001. This latter document assigned all the rights and obligations of the *Interim Policing Authority* noted in the original *RPSA* to the now existing Codiac Regional Policing Authority (CRPA). The two Agreements contain the same terms and conditions.

The RPSA agreement may be terminated by either party giving the other party 24 months notice prior to the intended date of termination.⁹⁰ On or after March 31, 2010 and prior to the expiry of the agreement, the RPSA may be renewed for an additional period of time, upon terms agreed to by both parties.⁹¹ The RPSA may also be allowed to expire; however, given the complexity of ensuring community safety and security and the policing of the community, in tandem with the capital and operational commitment made by the partner municipalities, it will require considerable time to permit the planning and implementation of another form of service delivery, such as a municipal or non-RCMP contracted regional police service.

The terms of the RPSA can only be changed in writing. This is important as much can be discussed and agreed upon between the CRPA and the Officer in Charge (OIC) at meetings of the CRPA pertaining to the approaches to policing in the Codiac Region. However, given the breadth of the terms of the agreement with regards "the duties of peace officers" and the lack of specificity regarding what tasks are actually performed it is unlikely that any task requested of the RCMP, operating as the Regional Police Service, would not fall within the parameters of the RPSA.⁹²

"Those members who form part of the Regional Police service shall

- 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 Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and*

⁹⁰ Article 18.1 (c). Termination would occur on the 31st of March of any year.

⁹¹ Article 18.1 b)

⁹² See below, article 2.2

- ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada, the Province or any of the municipalities within the Region, be executed and performed by peace officers.”*

This lack of specificity underscores the crucial nature of the discussion and agreement regarding ‘objectives, priorities and goals’⁹³ which determines the strategic and operational goals of the Regional Police Service. A frequent discussion with regards the work of a contracted (and sometimes municipal) police service is the efficiency and appropriateness of the police enforcing, for example, by-laws.⁹⁴ While this is not permitted under the RPSA, the establishment of a by-law officer unit, in furtherance of a policing continuum, may be more efficient and effective than police enforcement. In some jurisdictions, for example, Halifax Regional Municipality, oversight of the by-law unit is provided by the police board.

In the Halifax case, the CEO is defined as the mayor of the municipality. For the CRPA arrangement this section (Article 4.1 RPSA is “not applicable”) may have been removed from this article to reflect the regional nature of the force and rely on *Article 2.2 b) ii)* for by-law enforcement.

It should be noted also that throughout the RPSA, the terms Chief Executive Officer, CEO, and Regional Police Authority are used. The definition of CEO under Article 1.0 of the Assigned RPSA is the Chairperson of the Regional Policing Authority.

2 Obligations of the CRPA

The Regional Police Authority (that is, the CPRA) has several obligations under the Agreement.

The CPRA must provide support staff to facilitate the work of the detachment.⁹⁵ However, if the staff are deployed to provincial or federal duties, then Canada will compensate the CRPA for those salaries.⁹⁶ This creates an obligation upon the CRPA to closely monitor the staff assignment to ensure that the regional, provincial and federally assigned staff are appropriately deployed and expensed.

If the CRPA fails to meet its obligation to supply the staff for regional police duties, then Canada can provide the staff and invoice the CRPA for those salaries.⁹⁷

⁹³ Articles 3.3 and 4.2

⁹⁴ Article 2.2 b) ii

⁹⁵ Article 2.4

⁹⁶ Article 2.5

⁹⁷ Article 2.6

3 Management

One of the most important articles in the RPSA limits the “*internal management of the Regional Police Service including its administration and the determination of professional procedures*” to the control of the Government of Canada.⁹⁸ The exact breadth of “*internal management of the Regional Police Service including its administration and the determination of professional procedures*” has not been fully stated. One facet of this has been explored, that of provincial inquiry into the work of the RCMP. Police boards, policing committees and provinces are limited in their ability to investigate or inquire into the internal management of the RCMP.⁹⁹ Some precedents now exist which demonstrate that these agencies have leverage in obtaining previously restricted information and, in some cases, conducting a detailed assessment of policing services.¹⁰⁰ Most of these assessments have been conducted at local level in the course of conducting due diligence on the police service, the municipal service which usually consumes the largest single portion of municipal taxes.

The “*professional procedures*” would include adequacy standards which have been introduced in most provinces and with which all municipal police services, in the applicable jurisdictions, must conform. In reality, there is little difference between the provincial standards and the RCMP standards but differences do exist in some jurisdictions. In Nova Scotia, for example, forensics, firearms training and Emergency Response Team are all subject to slightly different standard operating procedures in municipal versus RCMP services.

The priority of the federal position, specifically the role and function of the RCMP Commissioner (“*the Commissioner*”), and the corresponding limitations on the Regional Police Authority or the Province is underscored in the RPSA. The Commissioner is allowed to set the minimum standards for policing ‘*in consultation with*’ the Regional Authority.¹⁰¹ The limitations to the CRPA are further emphasised in the RPSA where the Commissioner determines the ‘*level of policing*’, again ‘*in consultation with*’ the Regional Authority.¹⁰² This situation, where the service supplier is defining the level of service, is further underscored in the RSPA where the Commissioner determines ‘*the minimum standard of service*’ that can be defined by the CRPA.¹⁰³

None of these service-related articles make reference to the New Brunswick Policing Standards¹⁰⁴ although the Province is a party to the Agreement. However, almost contrary to this is the following article where “*nothing in the Agreement shall be interpreted as limiting in any way the jurisdiction of the*

⁹⁸ Article 3.1 a)

⁹⁹ See Ceysens 4-7, Bisailon v. Keable

¹⁰⁰ See City of Richmond, BC; Regional Municipality of Halifax, Nova Scotia; City of North Vancouver and District of North Vancouver, BC.

¹⁰¹ Article 3.1(b)

¹⁰² Article 3.1(c)

¹⁰³ Article 3.1(c)

¹⁰⁴ New Brunswick Policing Standards, 2nd Edition, 2004

*Province in respect to the administration of justice and law enforcement.*¹⁰⁵ This appears to allow the Province to (re)define many aspects of RCMP management, administration and operations as long as this is '*consistent with the administration of justice and law enforcement*'. This also appears to be contrary to case law which has limited these powers.¹⁰⁶

Although often any potential differences in desired levels can be negotiated, cases may arise where there are fundamental differences between the stance of the RCMP Commissioner and the opinion of the Regional Police Authority. Such an example might be in the use of electronic restraint devices (ECDs), such as 'Taser'.¹⁰⁷ The CRPA may determine, for example, based upon its assessment, that the use of these devices are not safe given the current level of knowledge, but the RCMP may require officers be equipped with the devices.¹⁰⁸ As noted later, if the Regional Police Authority decides to not provide certain equipment to the Force, yet it is considered necessary by the Commissioner, Canada may purchase and supply such equipment and invoice the Authority for the costs.¹⁰⁹

4 Direction and Reporting

*The Regional Policing Authority, (in this instance the CRPA), may set objectives, priorities and goals for the Regional Police Service which are not inconsistent with those of the Minister for policing in the province.*¹¹⁰ It is, therefore, incumbent on the CRPA to establish suitable processes to identify such '*objectives, priorities and goals*' and a formal process for providing this direction to the member in charge (that is, Officer in Charge - OIC) of the Codiac Regional Police Service.

Additionally, the OIC of the Regional Police Service "*shall report as reasonably required*"¹¹¹ to the CPRA on the matter of law enforcement in the Region and on "*the implementation of the objectives, priorities and goals set by the Regional Authority*".¹¹² The CRPA presently has a process of reporting¹¹³ which appears, to the members, to meet the requirement of effective governance. The OIC also reports, on occasion, to the partner municipalities.¹¹⁴ However, it must be remembered that the CRPA is the principal conduit for information relating to the policing of the Region. To preserve this role, a member of the CPRA should accompany the OIC in any meeting with the municipal partners (Councils or Mayors) which specifically relates to the matter of law enforcement in the Region and on the implementation of the objectives, priorities and goals set by the Regional Authority.

¹⁰⁵ Article 3.2

¹⁰⁶ Ibid.

¹⁰⁷ 'Taser' is the brand name for the ECD deployed by Codiac Regional Police Service.

¹⁰⁸ Tasers is used simply as an example.

¹⁰⁹ Article 10.1(a)

¹¹⁰ Article 3.3; Note, in this Article the term Regional Policing Authority is used.

¹¹¹ Article 4.2

¹¹² Article 4.2

¹¹³ See Minutes of CRPA

¹¹⁴ For further discussion on this issue please also see Objective #2.

The RPSA defines the breadth of reporting. "...on the matter of law enforcement in the region" which is sufficiently broad to cover all aspects of policing and "...on the implementation of the objectives, priorities and goals set by the Regional Authority".¹¹⁵ The appropriate determination of these *objectives, priorities and goals* is crucial to effective community safety and security and the periodic reporting on the implementation is important for effective oversight. From the OIC's perspective, the *objectives, priorities and goals* for the Region must be balanced with the Detachment (or Annual) Performance Plan (DPP or APP) which is the internal planning or reporting process which is required of the OIC by the RCMP Headquarters. Given that the APP/DPP must meet the priority dictates of RCMP Headquarters, there may be inconsistency between the internal RCMP reporting requirements and the policing needs of the Region. Such inconsistency should be identified and addressed. The principal responsibility and accountability of the Regional Police Service and the CRPA is to the citizens of the Region.¹¹⁶

5 Increase or Reduction in the Regional Police Service

The RPSA requires that Canada increase or reduce the number of members of the Regional Police Service as soon as practicable within one year from the receipt of a written request from the CEO (Chair of the Regional Police Authority).¹¹⁷ However, the amount of a reduction is limited by the parameters for service prescribed by the Commissioner.¹¹⁸ Again, this is a level of standard which is determined by the service provider, not the service recipient. The Province, a signatory to the RSPA, does not have delegated jurisdictional authority for direct resolution of a difference of viewpoint between the Commissioner and the chair of the CRPA with respect to the issue of reduction of the number of RCMP members serving as the Regional Police Service.

If there is a desire on the behalf of the CRPA or Canada to change the duties or functions of the Regional Police Service, these changes must be subject to a written agreement between the CRPA and Canada if they deviate from the level which existed at the signing of the agreement on January 18 1998.¹¹⁹

At the discretion of the Commanding Officer (officer in charge of the provincial 'J' division), no member may be replaced when attending a training course, when on annual leave, or when ill except when that absence is for a period of greater than 30 consecutive days.¹²⁰ This underscores the need for the CRPA to be fully informed regarding staffing levels and to ensure that the absences are reflected in the quarterly invoices from the RCMP.

¹¹⁷ Article 5.1a

¹¹⁸ Article 3.1b refers.

¹¹⁹ No statement of services which existed at the time of the agreements was available to the consultants.

¹²⁰ Article 5.2

A further difference between the RCMP, as the Regional Police Service, and municipal police forces in New Brunswick is the process for removal of members. Municipal police officers are subject to employee agreements and contracts which require specific *with-cause* dismissal and provide a process of appeal. Chiefs of Police usually have negotiated employment contracts and indemnification agreements which provide considerable employment protection.

In contrast, the CRPA may request the removal of any member of the Regional Police Service.¹²¹ The request will be forwarded to the Commanding Officer ('J' Division) who will consider the matter. If the matter is not resolved, the request will be directed to the Commissioner who has final decision. Although having the decision reside with the Commanding Officer may avoid trivial or vexatious requests on the part of a governance authority, leaving the final decision with the head of the contracted service removes the power from the CRPA.

6 Emergencies

The RPSA¹²² addresses the use and payment of members of the Regional Police Service to provide resources in the event of an 'emergency' or 'special event'.¹²³ The sharing of resources between police agencies, and emergency services, generally, is common and has the very distinct advantage of mutual support in times of disaster.¹²⁴ The Swiss Air accident in Halifax Region is an example of the provision of very significant resources from one service in support of another.

Where, in the opinion of the Minister, an emergency in an area of provincial responsibility exists or is likely to exist in the province, part of the Regional Police Service may be redeployed.¹²⁵

The Commissioner may also designate an event as an 'emergency' and temporarily withdraw up to 10% of the resources of the Regional Police.¹²⁶ This includes use of equipment. The CRPA does not pay the salaries of such personnel and the Commissioner must ensure that the Region continues to receive adequate policing.

Likewise, the Commissioner has the ability to withdraw up to 10% of the resources of the Regional Police to supply support resources to an emergency anywhere in Canada. The Commissioner must advise the CEO (the Chair of the CRPA). The Commissioner must ensure the continuation of adequate policing in the Region and the cost of the redeployed personnel is borne by Canada.¹²⁷

¹²¹ Article 5.3

¹²² Article 6

¹²³ Both are defined in article 6.1

¹²⁴ Memorandums for mutual aide/assistance between civic authorities are ubiquitous.

¹²⁵ Article 6.2

¹²⁶ Article 6.3

¹²⁷ Article 6.4

There is a due diligence need on the part of the CRPA to monitor the use of resources which are provided “on loan” to another part of the Force or another agency. There is a need to ensure the integrity of invoicing and to ensure that adequate policing continues to be provided throughout the Region. RCMP detachments and municipal services frequently provide mutual support and given the frequency and short term nature of most assignments, the invoicing or counter billing would be too onerous. However, depending upon the nature of the event and its duration, there may be a need in the more lengthy or resource intensive events to negotiate compensation for the use of equipment which forms part of the agreed regional resources. Mutual aid agreements between municipalities and standing memorandums of understanding between police forces in a province often have established the fiscal responsibilities of the agency and preclude the necessity to negotiate compensation.

7 Accommodation

The CRPA is responsible to provide accommodation for the Regional Police Service and the support staff.¹²⁸ The accommodation must be adequately lit and heated, furnished and supplied with electricity and water, and building and property management. Likewise, the jail cell facilities must be heated and lit and supplied with water and bedding. When required, the garage space must be heated and lit. These must be to the satisfaction of the Commissioner and “*shall meet the security standards of the Force.*”¹²⁹ The RPSA details a process of written notices which must be adhered to in the case of failure to provide such facilities and supplies.¹³⁰

The adequacies of facilities are occasionally the subject of disagreement between governance authorities and contracted (and municipal) police services. These are obviously high capital cost items which are subject to stringent priority setting by local authorities which are in competition for municipal resources. The adequacy of facilities such as detention or office areas is often a prime source of concern due to the significant costs of construction or renovation and refurbishment to current standards. The adequacy of facilities is determined by the Commissioner. The New Brunswick *Policing Standards, Chapter 52, Holding Facilities* provides detailed guidelines, but the Standards are not applicable to contracted provincial police facilities.

Although it is unlikely to be relevant to the CRPA, if it is necessary for the Government of Canada to provide and maintain space for the purpose of housing the Regional Police Service, the CRPA will pay fair market value and 100 per cent of the cost of such costs.¹³¹

¹²⁸ Article 8.0

¹³⁰ Article 8.2

¹³¹ Article 8.3

8 Basis of Payment

The CRPA, as the Regional Authority, incurs significant liability with respect to payment of costs associated with the Regional Police Service. The RPSA¹³² states that the 'Regional Authority' will pay to Canada 100 per cent of the cost of the Regional Police Service.¹³³ The direct costs of the service include¹³⁴:

- *all operational and maintenance costs such as salaries and wages (excluding overtime), transportation and travel, information, professional services, rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and*
- *all costs of equipment purchases, except where such cost is \$100,000 or more per item and where the CEO has requested that such cost be amortized.*

The indirect cost of the Regional Police Service, include:

- *Pension costs for Members and for federal public servants shall be such cost as determined by the provisions of the Provincial Police Service Agreement.*
- *Employer's contributions for employment insurance.*
- *The cost of divisional headquarters calculated on a per-member basis.*
- *Recruit training to a total of \$3500.00 per member assigned to the Regional Police Service.*
- *The cost of Police Information Retrieval System (PIRS). This cost is calculated periodically based again upon the proportional number of members assigned to the Regional Police Service.*
- *With regards capital expenses (over \$100,000.00) these cost can be amortized over a period not exceeding 10 years with an interest of 10% per annum paid on the outstanding amounts.*
- *The number of members assigned to the Service is also the basis for determining the invoiced cost of the External Review Committee and the Public Complaints Commission. Both agencies operate in support of the RCMP administration.*

Other costs also invoiced to the Regional Authority include:

- *Hospitalization, medical examination or treatment for any person in custody of the force, except where such costs have been incurred in obtaining evidence;*
- *Witness fees, transportation, maintenance and escort costs for persons (except members) required as witnesses.*
- *Conveyance of a third party that is obtained by a member of the Regional Police Service for a disabled, injured or deceased person.*
- *All incremental costs when, at the request of the Regional Police Authority, the scope and duration of a search and rescue operation is extended beyond that which the Commanding Officer considers to be appropriate and the officer has so advised the CEO.*

Lastly, the Regional Authority will pay separately to Canada 100 per cent of the cost of overtime.¹³⁵

The CRPA receives some limited cost respite in that the cost of the Regional Police Service does not include:¹³⁶

¹³² Article 9

¹³³ Article 9.8

¹³⁴ Summarized portions of article, full text is in the Article 9.0

¹³⁵ Article 9.9

¹³⁶ See Article 9.3 and 9. 6

Codiac Regional Police Authority
Policy and Procedure Manual

- The cost of construction of buildings;
- The cost of transfers of personnel;
- The cost of any civil action, compensation claim, ex gratia payment or claim for legal fees¹³⁷;
- The cost of the Corps of Commissionaires employed primarily in the protection of federal buildings.

There are also costs allocated to RCMP divisional administration, including:¹³⁸

- Sick leave or suspended duty for more than 30 days,
- Parental leave,
- A training course not related to the Regional Police Services, or
- Pension retirement leave.

Two additional amounts are deducted from the cost payable by the Regional Authority.¹³⁹

- *Any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by the Regional Authority as a direct cost; and*
- *Any amount, at the appropriate cost sharing ratio in 9.2 above, received by the sale by Canada or other disposition of any equipment that cost less than \$100,00.00 and that was purchased for use in the Regional Police Service.*

Some of the costs mentioned can fluctuate. For example, the cost of PIRS may be dependent upon enhancements to the system. Costs such as the External Review Committee and the Public Complaints Commission are determined on an annual basis with decisions regarding the increases in personnel or mandate being outside the purview of the CRPA. The CRPA has no opportunity to turn down proposals for any service enhancements where cost may be a concern. Even the cost of training, set by the RCMP at \$3500.00 per member assigned to the Regional Police Service, is not dependent upon either the amount of training provided to members in the Region or the junior versus senior experience ratio of personnel. A recent example of unforeseen cost which may be encountered by the Regional Authority was when all contracting jurisdictions were invoiced for a portion of pension payback which was decided to be the responsibility of the RCMP.¹⁴⁰ Such costs can neither be predicted nor overruled by the CRPA.

Two of the costs require special mention. Overtime is paid by the CRPA yet it has no power to audit the use of overtime or influence the “*internal management*” of the Force to effect a change in the occasions on which overtime is incurred. Although, under Article 14,

The Commissioner, upon receiving reasonable notice, shall provide the Regional Policing¹⁴¹ Authority with any additional information reasonably relating to the financial implications of the Regional Police Service, including the results of any internal audit of the Service conducted by the Force.

¹³⁷ See above, ‘Liability of CRPA’.

¹³⁸ It is not certain whether these amounts are included in the calculation of headquarters administration cost that are then billed to the Region under Article 9.3 b) iii.

¹³⁹ Article 9.7 refers

¹⁴⁰ Information from interviews with municipal officials

¹⁴¹ This Article uses “policing authority”

In addition, the CRPA is responsible for the incremental cost incurred in a search and rescue operation where the extension of the search has been requested by the Regional Authority.¹⁴² However, under the RPSA the CRPA has no power to become involved in such operational decisions.

9 Method of Payment

The RPSA states invoices from Canada must be paid within 60 days of invoice to the Commissioner, payable to the Receiver General. Canada and the Chair CRPA have the option of changing this arrangement. Invoicing times are stipulated every three months and each invoice will be for 3/12 of the estimated cost of the Regional Police Service. Any deficit in payment or overcharge shall be credited or debited on the next invoice. The CRPA shall pay interest on any amounts overdue more than 60 days.

Experience in other jurisdictions indicates that the payments can be problematic in two ways. First, the fiscal year of the Government of Canada and the local authority often differ. The Government operates on a fiscal year ending March 31 and the local authority operates on a calendar year. Consequently, financial planning and reconciliation of invoices is sometimes difficult. In addition, the final invoice from the government pertaining to the final quarter of the year often includes amounts not included from previous invoice periods. The local authority may then be burdened with an invoice which is substantially greater than the previous and does not reflect 3/12 of the annual estimated budget.

The City of Moncton is the appointed financial manager of the funds of the CRPA. Whereas the RPSA requires that the Regional Police Authority, in this instance the CRPA, pay interest on any amounts which are more than 60 days overdue, the City of Moncton has a policy that prevents interest being paid on any overdue amounts. Although such a non-payment is unlikely, this highlights an inconsistency between agreement and policy and a possible intergovernmental friction.

10 Equipment

Where it is necessary to supply (purchase or lease) equipment for the policing of the Region, Canada will provide that equipment to its own (the RCMP's) specifications and through the processes established in the Treasury Board guidelines. The RPSA also addresses the replacement process for such equipment.¹⁴³ Depending upon whether it is fully or partially purchased, credit is provided to the Region based upon the cost sharing formula.

Although the RPSA absolves the CRPA (via City of Moncton, the appointed procurement authority) of any responsibility for, or involvement in, the preparatory research, detailing of specifications and the procurement process for items, the federal guidelines for purchase and the specifications required are

¹⁴² RPSA Article 9.8 d)

¹⁴³ Article 10

frequently different from those of local authorities. They are often cited as unnecessarily onerous. An example of especially burdensome specifications are those which are invoked for construction of buildings, especially for police and security purposes, where design and square footage usually require greater cost than locally built facilities.¹⁴⁴

Where it is necessary to transfer the ownership of equipment and assets, for example, at the cessation of the RPSA, the transfer occurs based upon current market values.¹⁴⁵ Fair market value is determined by independent appraisal. The option to purchase is vested with the Regional Authority. The CPRA has the option of allowing Canada to retain ownership with credit being provided to the Region on any amounts paid towards the equipment or assets. A similar arrangement applies to the transfer in ownership of buildings.

11 Jail and Lock-ups

Temporary detention facilities are incorporated within the local Regional Police detachment. 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 Region.¹⁴⁶ However, although this is unlikely to apply in Codiac Region, such prisoner may be held where, in remote regions, access to other custody facilities is not possible.

12 Financial and Resource Planning

One of the most important inputs of the CRPA, as the Regional Policing Authority, is with respect to financial and resource planning. The RPSA states the Commanding Officer, (the officer in charge of the division), *shall consult with the Regional Authority on or before September 1 each year "to receive advice" on:*

- *the number of Members required for the Regional Police Service,*
- *any budgetary limits for the Regional Police Service being placed upon the Force by the Regional Authority,*
- *approval and the basis for payment for any item of equipment costing more than \$100,000.00.*¹⁴⁷

The Commanding Officer communicates the result of this consultation to the Commissioner who then, shall complete a provisional estimate for the next fiscal year. The estimate will include:

- all direct and indirect cost for the requested increases or decreases to the Regional Police Service, recognizing any budgetary limits imposed by the Regional Police Authority,
- an inflation factor for all operational and maintenance costs, excluding salaries, based upon the Consumer Price Index for the last twelve months, and
- a best estimate that reflects the most probable adjustments to salaries.

¹⁴⁴ Information from interviews with municipal/police representatives and architects.

¹⁴⁵ Article 11

¹⁴⁶ Article 12

¹⁴⁷ Article 14

Codiac Regional Police Authority
Policy and Procedure Manual

The estimate will also include the provisional cost per Member for the next fiscal year and the Commanding Officer shall ensure that the provisional estimate is in accordance with the results of the consultation with the Regional Authority and also provide a provisional estimate and all explanations for the provision of the Regional Police Service for the next fiscal year. This must be done prior to December 31 of each fiscal year.

Prior to February 1 of each year, that the Commanding Officer will prepare a direct cost budget for the Regional Service for the next fiscal year and provide to the Commissioner. Then, the Commissioner shall provide to the Commanding Officer an estimate of the direct and indirect costs.

Then, once again, the Regional Authority is brought into the process. Prior to March 1 in each fiscal year, the Commanding Officer shall provide to the Authority an estimate of direct and indirect costs, overtime, cost for the PIRS and, if applicable, accommodation cost, in a mutually agreeable format, for the next fiscal year, together with a reasonable explanation. The Commanding Officer is also required to provide a monthly account of year-to-date expenditures, again in a mutually agreeable format; and in July of each year also provide to the Regional Authority a detailed accounting of all expenditures for the Regional Police Service for the previous fiscal year with an explanation of all variances from the estimates of direct and indirect costs. The Regional Authority will also be provided with a copy of, and updates to, the RCMP Expenditure Code Dictionary.

The CRPA may request, with reasonable notice, any information *"reasonably relating to the financial implications of the Regional Police Service"*.¹⁴⁸ Also, the CRPA may request access to the results of any internal audit conducted by the Force.¹⁴⁹ The right to access to any internal audit conducted by the Force is an important right to information retained by the RCMP. The CRPA should avail itself of information which details the audits conducted which relate to the policing of the Region, including any aspect of policing nationally which may impact the Codiac Region, and pursue access to this information to keep appraised on RCMP related matters.

This process of planning and resourcing for the CRPA is significantly different to the municipal police process. While a Police Board cannot directly be involved in operational matters there remains limitations on the extent to which the CRPA can become involved in the decisions regarding the best approach to the policing of the Region. It is apparent in previous Articles (3.3, 4.2), above, that the CRPA can set *'objectives, priorities and goals which are not inconsistent with those of the Minister'* and receive reports on *"the implementation of objectives, priorities and goals"*. However, contractual authority of the CRPA only allows *"advice to"* the Commanding Officer regarding the resources which might be required. If the CRPA wished to implement change to strategic focus or delivery of policing services, while being permitted only to offer *"advice to"* the Commanding Officer, this limits the CRPA's ability to in fact set the

¹⁴⁸ Article 14

¹⁴⁹ Article 14

Codiac Regional Police Authority
Policy and Procedure Manual

objectives, priorities and goals of the Regional Police Service if the Commanding Officer were to disagree with the CRPA proposals.

Although ongoing, open discussion of policing issues may be achieved at local level with the Officer in Charge, this ability is based upon the personal inclination of the Officer in Charge rather than being formally stated in the RPSA. A change in the Officer in Charge may bring about a corresponding change in willingness of the RCMP to permit meaningful input from the CRPA.

In addition, the RPSA places responsibility for the *'financial and resources planning'* with the office of the Commanding Officer. This is once removed from the local contact at detachment level where the everyday interaction and (ideally) decision making occurs. A perspective that is frequently voiced in an interview with municipal managers is that the planning and budgetary processes are determined by Ottawa (Treasury Board and RCMP Headquarters) with little input or control at local levels. The process outlined in the RPSA underscores the remote nature of the process.

The timing of the planning process is of concern to members of the CRPA and to municipal managers. The timing of the actions is geared to meeting the mandate of Treasury Board and the RCMP - it is not designed to dovetail with the municipal or CRPA processes. It is unusual in most business arrangements for the service provider to dictate the terms of the agreement and the form of the processes which are intended to facilitate effective governance of a comprehensive agreement.

However, that in the event of a dispute, arising from this agreement the resolution shall be a matter for consultation and discussion between the Solicitor General (of Canada) and the Regional Police Authority in any manner that they see fit.¹⁵⁰

¹⁵⁰ Article 15.1

Codiac Regional Police Authority
Policy and Procedure Manual

PART FOUR - CRPA Responsibility and Authority

	<i>Minister</i>	<i>Lt. Gov.(in council)</i>	<i>NB Police Commission</i>	<i>Municipality</i>	<i>CRPA</i>	<i>RCMP</i>
General Superintendence of Policing						
Role	<p>Promote: -preservation of peace -prevention of crime - efficiency of police services</p> <p>Develop effective policing</p> <p>Coordinate: - work and effort of police services and RCMP. 1.1(1) PA</p>	<p>Enter into agreements: -with Canada for RCMP -employment of persons to assist RCMP 2(1),2(1.1)PA</p>		<p>-Provide and maintain adequate police service. 3(1)PA -Enter into an agreement with Lt. Gov. for policing by RCMP -Agreement with Canada for RCMP policing - Agreement with another municipality for policing. 4(a,b,c)PA</p> <p>Any municipality may, with the written consent of the Minister, be a party to an agreement for the policing of a region. 17.1(1)PA</p> <p>Establish a Regional Policing Authority. Municipal Agreement 1.(1)</p> <p>Moncton shall appoint 7 members, Riverview 2 members, Dieppe 2 members, to the Regional Police Authority Municipal Agreement 2.(1)</p>	<p>The Regional Policing Authority may enter into an arrangement or agreement with the Government of Canada for the policing of the municipalities within the region by the Royal Canadian Mounted Police, including the taking over of the police forces by the Royal Canadian Mounted Police. 17.02(1)PA</p> <p>- For the purposes of subsection (1), a Regional Policing Authority shall be deemed to be a municipality. 17.02(4)PA</p>	<p>Enforce the law and assist with the administration of justice in the Province. 2(1)PA</p>

Codiac Regional Police Authority
Policy and Procedure Manual

<p>Functions</p>	<p>Enter into agreement with for RCMP auxiliary constable program</p> <p>Sign certificate appointing auxiliary special constables. 13(1.1)PA</p> <p>Establish New Brunswick policing standards. New Brunswick Policing Standards, 2nd Edition, 2004</p>		<p>The Commission may assess the adequacy of each police force and the Royal Canadian Mounted Police and whether each municipality and the Province is discharging its responsibility for the maintenance of an adequate level of policing. 20PA</p>	<p>Budget necessary money to enable the board to provide and maintain an adequate police force. 7(2)PA</p> <p>The costs of the CRPA will be shared Municipal Agreement 4.(3)</p>	<p>Determine the level of service and minimum standards in consultation with the RCMP Commissioner 3.1(b),(c)RPSA</p>	<p>Internal management of the Regional Police Service including its administration and the determination of professional procedures is under the control of the Government of Canada. 3.1(a)RPSA</p> <p>The RCMP Commissioner sets the minimum standards for policing 'in consultation with' the Regional Authority. The RCMP Commissioner determines the 'level of policing', 'in consultation with' the Regional Authority. 3.1(b),(c)RPSA</p>
<p>Administrative</p>						
<p>Agreements</p>	<p>The RPSA agreement may be terminated by either party giving the other party 24 months prior notice to the intended date of termination. 18.1(C) RPSA</p> <p>On or after March 31, 2010 and prior to the expiry of the agreement, the RPSA may be renewed for an additional period of time, upon terms agreed to by both parties. 18.1(b)</p>				<p>The RPSA agreement may be terminated by either party giving the other party 24 months prior notice to the intended date of termination. 18.1(C) RPSA</p> <p>On or after March 31, 2010 and prior to the expiry of the agreement, the RPSA may be renewed for an additional period of time, upon terms agreed to by both parties. 18.1(b)RPSA</p>	<p>The RPSA agreement may be terminated by either party giving the other party 24 months prior notice to the intended date of termination. 18.1(C) RPSA</p> <p>On or after March 31, 2010 and prior to the expiry of the agreement, the RPSA may be renewed for an additional period of time, upon terms agreed to by both parties. 18.1(b)RPSA</p>
<p>Appointments</p>						

Codiac Regional Police Authority
Policy and Procedure Manual

	<p>Appoint one or more persons to Regional Board. 17.01(2)PA Where a member of a regional policing authority is unable to carry out the duties of a member by reason of illness or absence, the Minister may designate another person to act as a member of the regional policing authority during the illness or absence of the member. 17.05(7)PA</p> <p>Dismiss a person, for cause, if appointed by minister or if the member is a mayor or councillor. 17.05(8)(a)PA</p> <p>A member of a regional policing authority may be reappointed for one additional term not exceeding three years. 17.05(5)PA</p>	<p>-Appoint New Brunswick Police Commission. 18(1)PA</p>		<p>One or more members representing each municipality that is a party to the agreement, at least one of whom shall be a mayor or a councillor and all of whom shall ordinarily reside in the municipality. 17.01(2)PA</p> <p>The Mayor of a municipality, where a member of a regional policing authority is unable to carry out the duties of a member by reason of illness or absence, may designate another person to act as a member of the regional policing authority during the illness or absence of the member. 17.05(7)PA</p> <p>Mayor may dismiss a member of the regional police authority, for cause, if the person, represents the municipality. 17.05(8)(b) PA</p> <p>A member of a regional policing authority may be reappointed for one additional term not exceeding three years. 17.05(5)PA</p>	<p>Upon appointment, all CRPA members will sign an oath of office and a confidentiality agreement. Confidentiality Agreement</p> <p>Appointment to a regional policing authority shall be for a period not exceeding three years. - Position is vacant if a person appointed ceases to maintain his or her ordinary residence within the municipality or region, or, if a mayor or a councillor, ceases to be a mayor or a councillor, the regional policing authority shall declare his or her position to be vacant. -A new appointment shall be made. 17.05(4)PA</p> <p>A vacancy on a regional policing authority shall not affect its power to act. 17.05(6)PA</p> <p>The definition of Chief Executive Officer is the Chairperson of the Regional Policing Authority. 1RPSA</p>	
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Codiac Regional Police Authority
Policy and Procedure Manual

<p>Objectives, Priorities and Goals</p>					<p>Set objectives, priorities and goals for the Regional Police Service which are not inconsistent with those of the Minister of policing in the Province. 3.3 RPSA</p> <p>- The objectives, priorities and goals of the Regional Police Service must result in a policing service which fully meets requirements for adequacy. Failure to provide an adequate police service is subject to action by the New Brunswick Police Commission. 4.1PA</p>	<p>The OIC shall report as reasonably required to the CRPA on the matter of law enforcement in the Region and on the implementation of objectives, priorities and goals as set by the CRPA. 4.2RPSA</p> <p>The Commanding Officer, (the officer in charge of the division), shall consult with the Regional Authority on or before September 1 each year "to receive advice" on: the number of Members required for the Regional Police Service; any budgetary limits for the Regional Police Service being placed upon the Force by the Regional Authority; approval and the basis for payment for any item of equipment costing more than \$100,000.00 14RPSA</p>
		<p>Make regulations which address a range of issues as specified in the Act. These regulations address matters as varied as oaths; code of professional conduct; discipline and corrective measures; personnel files and records and statistical data; rank structure, minimum standards for training;</p>			<p>Must provide support staff to facilitate the work of the Regional Police (RCMP) detachment. 2.4 RPSA</p> <p>May make rules consistent with this Police Act and the</p>	<p>If the support staff are deployed to provincial or federal duties, then Canada will compensate the CRPA for those salaries. 2.5RPSA</p> <p>If the CRPA fails to meet its obligation to supply the staff for regional police duties,</p>

Codiac Regional Police Authority
Policy and Procedure Manual

<p>Support</p>		<p>minimum standards for operational and administrative procedures; training for all levels of policing from recruit to specialised training and supervisory and management courses and, any matter that the Lieutenant-Governor in Council considers necessary or advisable to carry out effectively the purpose of the <i>Police Act</i>. 38 PA (Not applicable to RCMP)</p> <p>The internal management of the Regional Police Service (RCMP), including its administration and the determination and application of professional police procedures, shall remain under the control of Canada. 3.1(a) RPSA</p>			<p>regulations for the purpose of performing its responsibilities under this Act and shall file each rule with the New Brunswick Police Commission. 17.05(13)PA</p> <p>Keep copy of any rule made under subsection 17.05(13) in order that it may be inspected at and a copy obtained from the office of the regional policing authority or of the New Brunswick Police Commission. 17.05(14)PA</p> <p>Provide accommodation for the Regional Police Service and the support staff, as well as jail cell facilities. The accommodations must be to the satisfaction of the RCMP Commissioner and “<i>shall meet the security standards of the Force.</i>” A process of written notices must be adhered to in the case of failure to provide such facilities and supplies. 8,8.2RPSA</p>	<p>then Canada can provide the staff and invoice the CRPA for those salaries 2.8RPSA</p> <p>Increase or reduce the number of members of the Regional Police Service as soon as practicable within one year from the receipt of a written request from the CEO (Chair of the Regional Police Authority). The amount of a reduction is limited by the parameters for service prescribed by the Commissioner. 5.1(a) and 3.1 RPSA</p> <p>At the discretion of the Commanding Officer (officer in charge of the provincial ‘J’ division), no member may be replaced when attending a training course, when on annual leave, or when ill except when that absence is for a period of greater than 30 consecutive days. 5.2RPSA</p>
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Codiac Regional Police Authority
Policy and Procedure Manual

	<p>Where, in the opinion of the Minister, an emergency in an area of provincial responsibility exists or is likely to exist in the province, part of the Regional Police Service may be redeployed. 6.2RPSA</p>					<p>The RCMP Commissioner may designate an event as an 'emergency' and temporarily withdraw up to 10% of the resources of the Regional Police, including the use of equipment. 6.3RPSA</p> <p>The RCMP Commissioner may withdraw up to 10% of the resources of the Regional Police to supply support resources to an emergency anywhere in Canada. -The RCMP Commissioner must advise the CEO (the Chair of the CRPA). - The RCMP Commissioner must ensure the continuation of adequate policing in the Region and the cost of the redeployed personnel is borne by Canada 6.1,6.2,6.3RPSA</p>
<p>Financial</p>				<p>Provide agreement to CRPA borrowing money. 17.05(11)PA</p>	<p>(Notwithstanding the provisions of this Act relating to the budget of a regional policing authority) A regional policing authority may, on the guarantee of the municipalities which are parties to the agreement for which it is established, borrow money. 17.05(11)PA</p> <p>The 'Regional Authority' will pay to Canada 100 per cent</p>	

Codiac Regional Police Authority
Policy and Procedure Manual

				<p>City of Moncton has a policy that prevents interest being paid on any overdue amounts.</p>	<p>of the cost of the Regional Police Service. 9.2RPSA</p> <p>Regional Authority will pay separately to Canada 100 per cent of the cost of overtime. 9.9RPSA</p> <p>If it is necessary for the Government of Canada to provide and maintain space for the purpose of housing the Regional Police Service, the CRPA will pay fair market value and 100 per cent of the cost of such costs. 8.3RPSA</p> <p>Invoicing times are stipulated every three months and each invoice will be for 3/12 of the estimated cost of the Regional Police Service. Any deficit in payment or overcharge shall be credited or debited on the next invoice. The CRPA shall pay interest on any amounts overdue more than 60 days. 13.1RPSA</p>	<p>The RCMP Commissioner, upon receiving reasonable notice, shall provide the Regional Policing Authority with any additional information reasonably relating to the financial implications of the Regional Police Service, including the results of any internal audit of the Service conducted by the Force. 14RPSA</p> <p>Invoices from Canada must be paid within 60 days of invoice to the RCMP Commissioner, payable to the Receiver General 13.1(d)RPSA</p> <p>Canada and the Chair CRPA have the option of changing this arrangement</p> <p>Canada will provide equipment to its own (the RCMP's) specifications and through the processes established in the Treasury Board guidelines. The replacement process for such equipment depends upon whether it is fully or partially purchased. Credit is provided to the Region based upon the cost sharing formula. 10RPSA</p> <p>Where it is necessary</p>
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Codiac Regional Police Authority
Policy and Procedure Manual

						to transfer the ownership of equipment and assets, for example, at the cessation of the RPSA, the transfer occurs based upon current market values. 11RPSA
Budget				Executive Insight Committee's initial review and discussion of CRPA budget. Majority vote by the Committee members sufficient to obtain approval. Internal	<p>Annually prepare budget a proposed budget ; being an estimate of the money required for the next succeeding fiscal year for the provision of police services within the region and the expenses of the regional policing authority 17.06(1) PA</p> <p>Develop a budget comprised of the estimated cost and revenues of the Regional Police and the estimated cost of operating the CRPA and seek approval from the partner municipalities. 4.(2)Municipal Agreement</p> <p>Provide advice to the Commanding Officer RCMP regarding: -The numbers of members required for the Regional Police, -Any budgetary limits for the Regional Police approval and basis for payment for any equipment costing more than \$100,000. 14.1RPSA</p> <p>Receive a budget from Finance Committee, annually, during the first week of September. Internal Communication, City of Moncton/CRPA Bylaw</p>	<p>By September 1 of each year, Commanding Officer of the RCMP is required to consult with the CRPA with respect to financial and resource planning for the next fiscal year. 14.1RPSA</p> <p>-By December 31 of each year the Commanding Officer is required to provide to the CRPA an estimate of the cost of each member. 14.1RPSA</p> <p>-Prior to March 1 of the following year, the Commanding Officer shall provide to the CRPA the estimate of direct and indirect costs, overtime, cost for the Police Information Retrieval System, and other cost such as accommodation, if applicable. 14.1RPSA</p>

Codiac Regional Police Authority
Policy and Procedure Manual

	<p>Receive Council budgets by November 30, annually.</p> <p>Where the parties to the agreement do not approve the proposed budget, the Minister of Local Government may fix a final budget for a regional policing authority.</p>			<p>Communication, City of Moncton/CRPA</p> <p>Dissenting Council(s) will submit written objection to the 'recommended' budget, to the CRPA for final consideration no later than October 30 Internal Communication, City of Moncton/CRPA</p> <p>Councils submit their municipal budgets to the Minister by 30 November. Internal Communication, City of Moncton/CRPA</p>	<p>Provide budget to Executive Insight Committee for review. Internal Communication, City of Moncton/CRPA Bylaw</p> <p>Present budget 'approved' by the Executive Insight Committee to each of the Councils for review, discussion, and approval no later than October 15, annually. Internal Communication, City of Moncton/CRPA</p> <p>Submit final budget with consideration of the suggestions of the dissenting Council(s) for final approval by the Minister no later than November 15. 17.06(3) PA</p> <p>If the budgets are not approved by Council(s) and discussion of the budgets do not resolve the impasse, refer budget to the Minister for consideration. 17.06(4) PA</p> <p>On behalf of the parties to the agreement for which it is established and within its budget, may acquire, deal with and dispose of real and personal property, may enter into contracts and may sue and be sued, and the parties to the agreement under which the regional policing authority is established are liable jointly</p>
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Codiac Regional Police Authority
Policy and Procedure Manual

	17.06(4)PA				and severally for the debts of the regional policing authority arising out of any matter coming within the scope of this Act. 17.05(910) PA May, on the guarantee of the municipalities which are parties to the agreement for which it is established, borrow money. 17.05(11)PA	
				Guarantee moneys borrowed by CRPA. 17.05(11)PA		

Codiac Regional Police Authority
Policy and Procedure Manual

Audit function			<p>The Commission shall each year file with the Minister an annual report respecting the work of the Commission during the preceding fiscal year and such report shall include all aspects of policing in the Province and an assessment of the adequacy of policing by each police force and by the Royal Canadian Mounted Police.</p> <p>The Commission shall file with the Minister such other reports as it considers necessary or that the Minister from time to time requests. 24(1),24(2)PA</p>		<p>Provide a report showing the current financial position of the police service as compared with its budget, to councils in the agreement or the minister of local government, at intervals set by the agreement or on the request of one of the parties to the agreement after reasonable notice. 17.05(2)PA</p> <p>Establish an accounting system for revenues and expenditures and annually appoint an auditor and the provisions of section 82 of the <i>Municipalities Act</i> respecting municipal audits apply with the necessary modifications to a regional policing authority and an auditor appointed by a regional policing authority 17.05(3)PA</p>	
Complaint Process		Where the Lieutenant-Governor in Council determines that a regional policing authority is not discharging its obligations pursuant to the agreement establishing the same or that, for any reason, the police services provided	Where a person has a complaint relating to any aspect of the policing of any area of the Province, the person may state his or her complaint in writing to the chair of the Commission and the Commission		<p>In the event that the CRPA desires the removal of any particular member of the Regional Police, the CRPA must submit a written request, with reason, to the Commanding Officer. 5.3RPSA</p>	<p>The Commanding Officer will give the request full consideration. If the matter is not then resolved, the Commanding shall refer the request to the Commissioner whose decision is final.</p>

Codiac Regional Police Authority
Policy and Procedure Manual

		<p>within a region are inadequate, the Lieutenant-Governor in Council, upon the recommendation of the New Brunswick Police Commission, may take action to provide what it considers to be adequate police services within that region. The cost of providing such police services is a debt owed to Her Majesty that shall be charged to the parties to the agreement, for which they are liable jointly and severally, and may be deducted from any funds payable from the Province to the parties to the agreement or may be recovered by action in any court of competent jurisdiction. 17.07(1)PA</p> <p>Provide reasonable notice to regional police authority, that its obligations are not being discharged properly. 17.07(2)PA</p>	<p>may refer any complaint received under subsection (1) to a board. 22(1),22(2)PA</p> <p>Where a complaint concerning the Royal Canadian Mounted Police is filed with the Commission, the Commission shall give the complainant notice in writing that the complaint is not within its jurisdiction and refer the complaint to the Commanding Officer of the Royal Canadian Mounted Police or to the Commission for Public Complaints against the Royal Canadian Mounted Police. 25.5(1)PA</p> <p>The Commission shall provide a copy of a complaint it receives under subsection (1) to (a)the appropriate municipality or regional policing authority, if the complaint concerns policing services provided under an agreement between the municipality or regional policing authority and the Government of Canada, or (b)the Minister, if the complaint concerns policing services provided under an agreement between the Province and the Government of</p>		<p>Respond to notice from Lt. Gov. in council that obligations are not being discharged properly. 17.07(2)PA</p>	<p>5.3RPSA</p>
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Codiac Regional Police Authority
Policy and Procedure Manual

			Canada. 25.5(2)PA			
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Codiac Regional Police Authority: Internal functions

	<i>Minister</i>	<i>Lt. Gov</i>	<i>Municipality</i>	<i>CRPA</i>	<i>RCMP</i>
Appointment of Chair/Secretary				<p>Selection of Chair. 17.01(2)(h)PA</p> <p>The Chairperson, Vice-Chairperson, and the Secretary shall be elected by the members and shall hold office for a period of one year; each may be re-elected for subsequent terms. 10 Bylaw</p>	
Meetings				<p>Determining the time and location of meetings of the regional policing authority 17.01(2)(i)PA</p> <p>Establishing a quorum for meetings of the regional policing authority 17.01(2)(j)PA</p> <p>A meeting of the board shall be open to the public except where, in the opinion of the board, it is not in the public interest. 9(3)PA; 17.05(15)</p>	
Code of Conduct				see manual, section 5.2	
Finance Committee				On or before the 1 st day of October each year, submit an annual budget to the	

Codiac Regional Police Authority
Policy and Procedure Manual

				<p>Municipalities for consideration.</p> <p>4.(2) Municipal Agreement</p> <p>The budgets for the coming year shall be submitted to each Municipality on or about the 1st day of October of each year for their approval.</p> <p>9. Bylaw</p> <p>Finalize a budget no later than August 30th, annually, for presentation to the CRPA, as a whole, during the first week of September.</p> <p>Internal Communication, City of Moncton/CRPA Bylaw</p>	
Remuneration				<p>May provide a reasonable remuneration for members of the regional policing authority who are not members of a council and may provide for the payment of an allowance to members of the regional policing authority who are members of a council.</p> <p>17.05(9)PA</p>	
Indemnification				<p>A member of a regional policing authority shall not be personally liable for acts performed in good faith in the performance or intended performance of the member's duties.</p> <p>17.05(12)PA</p>	

Codiac Regional Police Authority
Policy and Procedure Manual

				The cost of the Regional Police Service does not include the costs of any civil action, compensation claim, ex gratia payment or claim for legal fee. 9.3cRPSA	
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