

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2024.

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF NOVA SCOTIA
as represented by the Attorney General and Minister of Justice
(hereinafter referred to as “Nova Scotia”)

AND

THE MUNICIPALITY OF EAST HANTS in the Province of Nova Scotia
as represented by the Chief Administrative Officer
(hereinafter referred to as the “Municipality”)

Each designated a “Party” and collectively “Parties”

WHEREAS in 2012 Nova Scotia and Canada entered an agreement (“PPSA”) for the provision of the Royal Canadian Mounted Police (“RCMP”) as the Provincial Police Service;

WHEREAS the Municipality has requested the addition of two public service employees to their existing complement to reduce the administrative burden on Regular Members;

WHEREAS the Municipality agrees to pay to Nova Scotia all costs under this Agreement associated with the two public service positions, including salary and benefits;

AND WHEREAS the two public service employees will be employed by the Government of Canada.

NOW THEREFORE the Parties hereto covenant and agree with each other as follows:

ARTICLE 1.0 DEFINITIONS

1.1. In this Agreement each of the following terms shall, unless the context otherwise required, have the meaning set out beside it:

- a) "Agreement" means this agreement and includes the appendix.
- b) "Canada" means the Government of Canada.
- c) "Detachment" means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and Community Services offices.
- d) "Detachment Commander" means the Regular Member appointed by the Commanding Officer to command the Detachment.
- e) "Fiscal Year" means the period beginning on April 1 in any year and ending on March 31 in the next year.
- f) "Minister" means the Provincial Minister of the Nova Scotia Department of Justice.
- g) "Municipality" means the Municipality of the District of East Hants.
- h) "PPSA" means the Provincial Police Services Agreement entered between Nova Scotia and Public Safety Canada;
- i) "Province" means the Province of Nova Scotia.
- j) "Regular Member" means any officer appointed pursuant to the *Royal Canadian Mounted Police Act* and any Regulations made pursuant thereto and without limitation, includes any regular member, special constable member and civilian so appointed.

ARTICLE 2.0 SUBJECT MATTER

2.1 Nova Scotia, through engagement with the Royal Canadian Mounted Police, will ensure the public service employees provide services as prescribed in the PPSA for the effective and efficient delivery of policing services in the Municipality.

2.2 The Royal Canadian Mounted Police will hire two public service employees for "term" positions beginning May 6, 2024 or later, and ending May 6, 2026.

- 2.3 Nova Scotia, through engagement with the Royal Canadian Mounted Police, will ensure the public service employees follow all guidelines as outlined in the Public Service Employment Act.

ARTICLE 3.0 DUTIES

- 3.1 The Municipality will require the public service employees to perform administrative tasks currently being done by front-line officers to allow the Regular Members to conduct member-specific duties, such as de-escalation of violence, interdict and suppress crime, search, seize, arrest, manage public at scenes of danger (fire, motor vehicle collision, unrest), build community relations, and be visible in the community.

ARTICLE 4.0 ACCOMMODATION

- 4.1 The public service employees will report directly to the RCMP's District Commander for East Hants Detachment.
- 4.2 The Municipality will provide funding as set out in Annex "A" for an acceptable workspace, a computer, and all required office supplies. The Detachment Commander will use the funding to acquire these items for the public service employee.

ARTICLE 5.0 PAYMENT

- 5.1 The Municipality agrees to pay to Nova Scotia, in the manner set out in Annex "A", the total payment required to Nova Scotia for maintaining the public service employees in the Municipality, including, but not limited to, all salary and benefit costs.

- 5.2 This Agreement is subject to, and it is a condition precedent of this Agreement, that any appropriations needed to support this Agreement are provided by the Province for the purposes of this Agreement and in accordance with the *Financial Administration Act*.
- 5.3 All amounts payable by the Municipality to Nova Scotia under this Agreement must be paid quarterly, namely as of the 1st day of April, July, October, and January in each Fiscal Year.
- 5.4 Notwithstanding any other terms of this Agreement, in the event of any default being made by the Municipality in respect to payment of all or any part of any amount or amounts to be paid under this Agreement with such default having continued for a period of ninety (90) days from the date that such amount is due or payable, Nova Scotia may take such actions necessary to intercept or deduct from any payments due or payable by Nova Scotia to the Municipality.
- 5.5 Any overpayment or underpayment to the Province in any one Fiscal year shall be debited or credited towards the first payment of the subsequent Fiscal Year. If the agreement expires or is terminated, Nova Scotia will refund any overpayment made by the Municipality.
- 5.6 To assist the Municipality with its budget preparation, the Province shall transmit to the Municipality on or before the 1st day of December in each year during this Agreement, an estimate of the cost of providing the support staff position to the Municipality referred to in article 5.1, to be borne by the Municipality for the next Fiscal Year. It is understood and agreed by the Municipality that this estimate is not binding on Nova Scotia and that the actual payments invoiced under article 5.1, for that next Fiscal Year, may vary from the amount of the estimate.

ARTICLE 6.0 NOTICE

6.1 Any notice required or permitted under this Agreement must be given in writing and shall be communicated with a certified copy of the minute or resolution of the Municipality providing for such notice to be given:

TO:

Nova Scotia Attorney General and Minister of Justice
Nova Scotia Department of Justice
1690 Hollis Street, PO Box 7, Halifax, Nova Scotia, B3J 3J9

TO:

Chief Administrative Officer
Municipality of East Hants
Box 230, Suite 170, 15 Commerce Court, Elmsdale, Nova Scotia B2S 3K5

ARTICLE 7.0 TERM OF THIS AGREEMENT

7.1 This Agreement shall come into force upon signing by both Parties and shall continue until May 6, 2026 or unless terminated in accordance with Article 8.0 or upon the agreement of both Parties.

ARTICLE 8.0 TERMINATION

8.1 This Agreement may be terminated by either Party upon giving the other Party 12 months' notice prior to the date of the intended termination.

8.2 Notwithstanding anything in this Agreement to the contrary, including article 10.1, this Agreement may be terminated by Nova Scotia immediately upon any default in payment by the Municipality.

ARTICLE 9.0 LAW

9.1 This Agreement shall be governed by and interpreted according to the laws of Nova Scotia and all actions, suits and proceedings arising out of the Agreement shall be determined in a court of competent jurisdiction in Nova Scotia.

ARTICLE 10.0 AMENDMENT

10.1 No amendment to this Agreement is effective unless in written agreement by all Parties.

ARTICLE 11.0 ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire Agreement between Nova Scotia and the Municipality with respect to the subject matter hereof, and supersedes all previous agreements, arrangements, representations, communications, or understandings, written or oral, relating to the subject matter of this Agreement unless specifically incorporated in the Agreement.

IN WITNESS WHEREOF the Attorney General and Minister of Justice for Nova Scotia on behalf of Nova Scotia, and the Chief Administrative Officer on behalf of the Municipality, has caused its seal to be hereon impressed, duly attested by the hands of its officers authorized by a duly passed resolution.

Signed at _____ on this _____ day of _____, 2024.

Becky Druhan
Attorney General and Minister of Justice
Province of Nova Scotia

Signed at _____ on this _____ day of _____, 2024.

Kim Ramsay
Chief Administrative Officer
Municipality of East Hants

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ANNEX A – PAYMENT

Annual costs to be pro-rated from the time the positions are filled.

Cost details:

Period Covered	Payment Amount (2024-25)	Payment Amount 2025-26	Payment Amount 2026-27
April 1 to June 30		\$ 35,654.5	36650.0
July 1 to September 30		\$ 35,654.5	36650.0
October 1 to December 31		\$ 35,654.5	36650.0
January 1 to March 31	\$ 34,708.5	\$ 35,654.5	36650.0
	\$ 34,708.5	\$ 142,618	\$ 146,600
<u>Salaries, benefits, and overtime</u>			
Base Pay (AS-03)	79,073	81,002	83027
Overtime	1,025	1,051	1077
Pension	7,797	7,987	8186
CPP	3,925	4,024	4124
EI	1,455	1,492	1529
Subtotal	93,275	95,556	97,943
<u>Operating and Maintenance</u>			
Training	1,032	1,065	1099
Fuel / Mileage	4,344	4,718	5123
Miscellaneous	516	533	550
Computers	-	-	0
Subtotal	5,892	6,316	6,772
Total Public Service Employee (PSE) Cost	99,167	101,870	104715
Less: Federal Share (30%)	29,750	30,561	31415
Municipality's share for 1 PSE	69,417	71,309	73,300
Number of PSEs	2	2	2
Cost to Municipality	138,834	142,618	146,600