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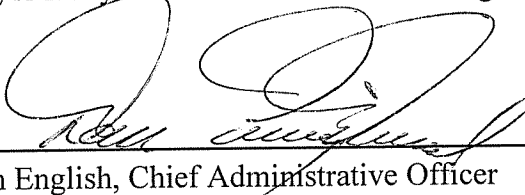


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Halifax Regional Council
June 19, 2007

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Dan English, Chief Administrative Officer

DATE: June 7, 2007

SUBJECT: Budget Increase - Halifax Regional Police

ORIGIN

The commitment from the Province to deploy additional police officer resources to combat crime and promote law enforcement strategic initiatives collectively for Safe Communities in Nova Scotia.

RECOMMENDATION

It is recommended that Regional Council approve an increase to the gross operating budget for Police Services in the amount of \$2.2 million with no change to the net budget to include funding from the Province of Nova Scotia as outlined in the Budget Implications section of this report.

BACKGROUND

In the fall of 2006 the Provincial government made a commitment to increase policing in all Nova Scotian municipalities by 250 officers between 2007 and 2011. In 2007/08 the commitment from the Province was for 80 new officers. The specific commitment to the Halifax Regional Municipality was for 32 new police officers, 22 for Halifax Regional Police and 10 for the RCMP.

DISCUSSION

The funding and recovery for these positions was not included in the proposed 2007/08 operating budget as it was not deemed prudent to include this expenditure until the Provincial budget was passed and funding confirmed.

HRM has now received documentation confirming funding (Attachment 1) and the Halifax Regional Police are now preparing to deploy the additional officers.

Funding for the 10 additional RCMP officers allocated to HRM will be addressed through an agreement between the Nova Scotia Department of Justice and the RCMP and will not be included as part of HRM's annual budget.

BUDGET IMPLICATIONS

The addition of 22 new police officers will have no net impact on the 2007/08 operating budget. Recoveries from outside parties will increase \$2,200,000, however, this will be completely offset by the cost of these new positions and their associated expenses.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation. If approved this will increase the approved gross Operating revenues and expenditures.

ALTERNATIVES

The alternative would be not to accept the Provincial funding. This is not the recommended approach.

ATTACHMENTS

Attachment 1: Memorandum of Understanding re: Incremental Police Officers

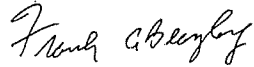
Council Report

Budget Increase - Halifax Regional Police - 3 -

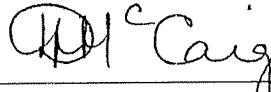
June 19, 2007

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/agenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Tony Burbridge, Deputy Chief, Halifax Regional Police 490-7138



Report Approved by: Frank A. Beazley, Chief of Police, Halifax Regional Police 490-6500



Report Approved by:

For Catherine Sanderson, Sr. Manager, Financial Services, 490-1562

THIS AGREEMENT made the _____ day of _____, 20_____

BETWEEN: **HER MAJESTY THE QUEEN** in right of the Province of Nova Scotia as represented by the Minister of Justice (hereinafter referred to as the “Province”)

OF THE FIRST PART

AND **HALIFAX REGIONAL MUNICIPALITY**, Nova Scotia (hereinafter referred to as the “Municipality”)

OF THE SECOND PART

WHEREAS the Province and the Municipality are committed to working together to enhance public safety through policing services, programs and initiatives.

WHEREAS the Province and the Municipality are committed to deploying police officer resources under the provincial commitment to add additional police officers in the province to combat crime and promote law enforcement strategic initiatives collectively for Safe Communities in Nova Scotia.

AND WHEREAS the Province and the Municipality wish to formally recognize their commitment to their continued cooperation.

THEREFORE in consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 **PROVINCE OF NOVA SCOTIA**

- 1.01 The Province agrees to provide funding in the amount of \$100,000 per police officer position, per year, that is allocated to the Municipality.
- 1.02 The Province agrees that the funding of any allocated police officer position will be provided to the Municipality, prorated from the commencement date of employment in the designated position, and once a police officer has been hired and deployed by the Police Service Provider as not to reduce the existing size of the police officer positions for the Municipality.
- 1.03 The Province agrees to establish a consultation process to insure the efficient allocation of the police officer positions.

2.0 [HALIFAX REGIONAL MUNICIPALITY]

2.01 The Municipality agrees to provide an Annual Report to the Province of Nova Scotia, and that Annual Report will include, but is not limited to;

(a) a statement of fact, that the position allocation is or continues to be an additional officer to the police agency service provider's established complement

(b) the report demonstrates measurable and meaningful outcomes resulting from the allocated position

2.02 The Municipality agrees that the additional police officer(s) position resources funded by the Province will be utilized to enhance public safety and contribute towards providing safer communities and neighborhoods.

2.03 The Municipality agrees to provide information or verification to the province, as may be related to the tasks and duties of the allocated and funded position, at any time requested by the province.

3.0 **INTERPRETATION**

3.01 This Agreement shall be interpreted according to the laws of the Province of Nova Scotia.

3.02 Any waiver by the parties hereto of any breach of this Agreement by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement by the other.

3.03 This Agreement, including the preamble and the schedules, shall constitute the whole agreement between the parties and no representation or statement not expressly contained herein shall be binding upon either party.

3.04 If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed removed from the Agreement.

3.05 This Agreement may only be altered by means of a written memorandum signed by both parties. The said memorandum shall be supplemental to and shall be deemed to form part of this Agreement. This Agreement shall not be changed, modified or discharged orally.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness

Witness

HER MAJESTY THE QUEEN, in right of
the Province of Nova Scotia, as represented
by the Minister of Justice or designate

(Department of Justice)

Per: _____
(Municipality)