

Codiac Regional Policing Authority

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Category: Authority Affairs
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Framework

Police Act

Section 17.05(10) of the Police Act provides that “a regional policing authority, 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 and severally for the debts of the regional policing authority arising out of any matter coming within the scope of the Act.”

Section 17.05(12) of the *Police Act* provides that “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.”

Municipal Agreement

Article 6(5) of the Agreement between the three municipalities to establish the Codiac Regional Policing Authority (CRP Authority) dated April 2001 (“the Municipal Agreement”) provides that the “Authority may adopt by-laws and policies to govern and regulate its activities.

Regional Police Services Agreement (RPSA) (2012)

Section 11.10 (a) of RPSA between the CRP Authority and the Government of Canada provides that:

- i. In the event that any Member in the Codiac Regional Police Service (CRPS) receives, by virtue of provincial legislation, the benefit of any statutory defence to any claim or action and in connection therewith the CRP Authority may be or may become liable for any of the payments contemplated in section 11.3 (c) of the Agreement, Canada will indemnify and hold harmless the CRP Authority with respect to any such claim or action and Canada will assume the conduct and carriage of any proceeding relating to such claim.
- ii. The CRP Authority will promptly notify Canada of any claim or action referred to in (i) above.

- iii. If the CRP Authority should compromise or settle any claim or action without the consent of Canada, Canada will not be liable to indemnify or save harmless the CRP Authority.

Section 11.10(b)(ii) of the RPSA provides that Canada will not indemnify or save harmless the CRP Authority with respect to any claim or action made in relation to the sufficiency of the Official Languages Guidelines established by the Province. Both parties agree to promptly notify each other of such claims.

Policy

This Policy establishes administrative procedures to be followed when requests for legal indemnification and payment of legal accounts are submitted for approval by members of the CRP Authority.

(a) Indemnification of CRP Authority Members

1. The CRP Authority will provide legal representation through a solicitor appointed by the CRP Authority for a CRP Authority member who is a defendant in a civil or administrative claim for damages arising out of the attempted performance, in good faith, of his/her duties, unless it would result in a conflict of interest for the same legal representative to represent both the CRP Authority and the member. In such cases, the member will be required to retain his/her own legal representation, which will be subject to indemnification by the CRP Authority.
2. Where a CRP Authority member is charged with a criminal or statutory offence arising out of his/her good faith performance of their duties with the CRP Authority, this policy will apply.
3. Reimbursement of legal costs for a member required to retain his/her own legal counsel will be determined in accordance with this Policy.
4. A CRP Authority member may retain his/her own legal counsel for the defence or representation in an action or proceeding in lieu of the defence or representation provided by the CRP Authority, provided that the CRPA shall not reimburse the CRP Authority member of his/her legal costs except where the CRP Authority has declined to defend or represent the CRP Authority member because either:
 - a) The Executive Committee, with the benefit of legal advice, has determined that it would be inappropriate for the CRP Authority to defend or continue to defend the CRP Authority Member; or
 - b) The Executive Committee, with the benefit of legal advice, is satisfied that the interests of the CRP Authority and the CRP Authority member conflict.
5. The CRP Authority shall not reimburse the CRP Authority member under this policy unless it has approved the selection of legal counsel retained by the CRP Authority member. Such approval shall be conditional upon the

requirements set out in this policy.

6. Where a CRP Authority member is charged and subsequently acquitted of an offence under the Criminal Code or a provincial statute or regulation because of an act done or any failure to act or allegations of same in the attempted performance or performance in good faith of his/her duties as a CRP Authority member, the CRP Authority member shall be indemnified by the CRP Authority for the necessary and reasonable legal costs incurred in defence of such charges or allegations. The CRP Authority member may receive payment from CRP Authority for a retainer for interim legal costs incurred in the defence of such charges or allegations to a maximum of \$5,000, at the discretion of the CRP Authority.
7. If the CRP Authority member is the subject of an investigation in a matter which may result in charges being laid against the CRP Authority member under the Criminal Code or other provincial statute or regulation, because of any act done or any failure to act or allegations of same in the attempted performance or performance in good faith of his/her duties as a CRP Authority Member, the CRP Authority member may be entitled to receive a payment from the CRP Authority for a retainer and/or interim legal costs, not exceeding \$5,000, to obtain legal representation during the investigation, at the discretion of the CRP Authority.
8. As a condition precedent to the CRP Authority making payments in respect of the costs in paragraphs 6 and 7 above, the CRP Authority member must agree in writing to repay the CRP Authority if the CRP Authority member is convicted of an offence, all sums paid by the CRP Authority including the legal retainer as provided for in paragraphs 6 and 7.

(b) Communication

All communications, including requests for legal indemnification, shall be addressed by the CRP Authority Chair.

(c) Review of Legal Indemnification Requests and Accounts

The CRPA Chairperson, in collaboration with the Chair of the Finance Committee, will seek legal advice* on all requests for legal indemnification and all related accounts. The CRP Authority's legal advisor will review and make recommendations to the CRP Authority Chair on the approval of requests for legal counsel and the counsel to be retained.

The CRP Authority's legal advisor will also review all legal accounts submitted for payment.

The CRP Authority Chairperson and Chair of the Finance Committee will keep the CRP Authority informed, at in camera meetings, regarding any requests for indemnification from CRP Authority members.

*See Policy G-503 - Access to Legal Services

[Note – s. 17(1) the Police Act provides that municipalities are liable for torts committed by members of the police force on a master/servant basis. The Act is silent on this issue for regional policing authorities. The RPSA does touch on indemnification but is a bit ‘fuzzy’ on the issue. See p. 45/76 of the current CRPA Policy Manual for a discussion. We suggest that the CRPA obtain legal advice on this issue. If a policy is warranted, see the Ottawa Police Services Board policy (p. 97/319) – determine what aspect of it applies to CRPA, if any.]