

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

The Ministry of Public Safety and Solicitor General, as represented  
by the Assistant Deputy Minister and Director, Police Services  
Division, for the Province of British Columbia

**AND**

The Central Saanich Police Service  
And  
The Oak Bay Police Department  
And  
The Saanich Police Department  
And  
The Victoria City Police Department

**AND**

ROYAL CANADIAN MOUNTED POLICE  
"E" DIVISION

**RESPECTING**

CAPITAL REGIONAL DISTRICT  
INTEGRATED ROAD SAFETY UNIT

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## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

THE MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL, AS REPRESENTED BY THE ASSISTANT DEPUTY MINISTER AND DIRECTOR POLICE SERVICES DIVISION, FOR THE PROVINCE OF BRITISH COLUMBIA

(Hereinafter referred to as *PSD*)

### AND:

The Central Saanich Police Service as represented by the Chief Constable

And

The Oak Bay Police Department as represented by the Chief Constable

And

The Saanich Police Department as represented by the Chief Constable

And

The Victoria City Police Department as represented by the Chief Constable

(Hereinafter referred to as the *Municipal Police Departments*)

### AND:

ROYAL CANADIAN MOUNTED POLICE, AS REPRESENTED BY THE COMMANDING OFFICER, "E" DIVISION

(Hereinafter referred to as the "*RCMP*")

### PURPOSE AND OBJECTIVE:

- 1.01 PSD, with the support of the Municipal Police Departments of British Columbia and the RCMP, is establishing a Provincial Integrated Road Safety Law Enforcement Program, employing full-time police officers to deliver targeted road-safety enforcement through the use of crash data, to combat significant road safety issues such as impaired driving, aggressive driving, low seat belt compliance and controlled intersection violations
- 1.02 PSD will provide an annual budget to the RCMP under the Provincial Police Service Agreement for the purpose of funding the Capital Regional District Integrated Road Safety Unit (CRD-IRSU).

THE PARTIES AGREE AS FOLLOWS:

## SECTION 1.0

## DEFINITIONS

For the purpose of this Memorandum, each of the following shall, unless the context otherwise requires, have the meaning set out beside it:

“Administrative Purposes”	Means purposes of discipline, conduct, departmental policy and procedure.
“Chief Constable”	Means the Chief Constable of the municipal police department.
“Commanding Officer”	Means the Commanding Officer of the Royal Canadian Mounted Police. “E” Division
“Director”	Means the Director of Police Services Division, Ministry of Public Safety and Solicitor General, Province of British Columbia.
“Emergency”	Means an urgent and critical situation of a temporary nature that is not a “Special Event” and that requires additional police resources to maintain law and order, keep the peace or ensure the safety of persons, property or communities.
“Member”	Means any person who has been appointed as an officer pursuant to section 5 or section 6(3)(a), or other member of the RCMP appointed pursuant to section 7(1)(a), of the Royal Canadian Mounted Police Act, R.S.C. 1985, Chapter R-10, and any Regulations made pursuant thereto.
“Municipal Constable”	Means any sworn member of the municipal police department appointed under section 26 of the <i>Police Act</i> .
“Municipal Police Department”	Means the municipal police department established under section 26 of the <i>Police Act, 1998, Chapter 367</i> .
“RCMP”	Means the Royal Canadian Mounted Police, Government of Canada.
“Salary”	Means base salary plus any applicable premiums or increases as set out in the applicable municipal police union or association agreement.
“Special Event”	Means a special public event ordinarily involving the participation or involvement of a government or governmental agency that is planned in advance and that requires additional police resources to maintain law and order, keep the peace or ensure the safety of persons, property or communities.

“Non-commissioned Officer in Charge”	Means a municipal constable or member appointed by the Joint Management Team to lead the CRD-IRSU.
“Joint Management Team”	Means the Deputy Chief Constables of the Central Saanich, Oak Bay, Saanich and Victoria City Police Departments and a senior member of the RCMP Island District.

- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

## **SECTION 2.0 AGREEMENT AUTHORITIES**

- 2.01 This MOU is entered into by the Commanding Officer under the authority of sections 5 and 20 of the Royal Canadian Mounted Police Act in aiding the administration of justice in the province and in carrying into effect the applicable legislation.
- 2.02 This MOU is entered into by the Chief Constables of the municipal police departments located in the Capital Regional District of British Columbia under the authority of sections 26 and 34 of the *Police Act* to aid in the prevention of crime and offences against the law, and the enforcement of municipal bylaws, the criminal law and the laws of British Columbia.

## **SECTION 3.0 TERMS AND CONDITIONS**

- 3.1 The Municipal Police Departments and the RCMP hereby agree to assign municipal constables and members respectively to the CRD-IRSU.
- 3.2 The number of municipal constables/members in Appendix “A” may be amended from time to time provided each of the parties hereto provide prior written consent either by way of amending memorandum or amending letter.
- 3.3 Where possible, assigned municipal constables/members must remain with the CRD-IRSU for a term of not less than 2 years.
- 3.4 Municipal constables/members shall be engaged in the full-time performance of the duties with the CRD-IRSU except as and when required to attend court to give evidence in cases initiated during prior duties elsewhere.
- 3.5 In the event of an Emergency, the Municipal Police Department or the RCMP may, in their absolute discretion, immediately reassign the municipal constables/members to other duties. In this event, the costs normally attributable

to this Memorandum shall revert to the Municipal Police Department or the RCMP as the case may be, for the period of the reassignment.

- 3.6 All parties acknowledge that the creation of the CRD-IRSU is intended to enhance existing resources currently dedicated to traffic enforcement. To this end, all parties agree that they will maintain their best efforts to ensure that these current resources are not reduced once the CRD-IRSU is deployed. Police Services Division shall have the responsibility to audit and review the performance of each party with respect to its obligations to this partnership.

## **SECTION 4.0 ORGANIZATION**

- 4.1 The CRD-IRSU initiative shall operate under the direction of the Officer in Charge, Criminal Operations Branch, "E" Division in partnership with the participating independent police agencies.
- 4.2 The NCO I/c will have the responsibility for the day to day operation and administration of the CRD-IRSU, while the operational direction of the unit will be the responsibility of the JMT.
- 4.3 The NCO I/c of the CRD-IRSU shall have the responsibility of preparing a budget for review by the JMT. The JMT shall endorse the budget to the RCMP for final approval.
- 4.4 Unless otherwise agreed to by the parties to this Memorandum, the NCO I/c of the CRD-IRSU shall be of the rank of Staff Sergeant.
- 4.5 All municipal constables/members shall be subject to the command of and accountable to the Non-commissioned Officer in Charge (NCO I/c) of the CRD-IRSU.
- 4.6 For Administrative Purposes beyond the scope of this agreement, municipal constables/members will report to their respective agencies.

## **SECTION 5.0 ROLES AND RESPONSIBILITIES OF THE RCMP**

- 5.1 The RCMP will pay and assume financial responsibility for all reasonable costs associated with development and the ongoing operation of the CRD-IRSU, including salary, allowances, and benefits normally accruing to municipal constables pursuant to this Memorandum at the rate the municipal constable(s) are entitled under his/her collective agreement.

- 5.2 In respect of a new recruit hired specifically to replace a municipal constable assigned by a Municipal Police Department to the CRD-IRSU, during the first year of operation of the CRD-IRSU, the RCMP shall reimburse the Municipal Police Department:
- (a) for a new recruit, the Salary and incremental costs while attending Blocks, I, II and III recruit training by the Justice Institute of British Columbia.
  - (b) in the event that the replacement municipal constable referred to in this section is hired as an experienced police officer and the salary of that member exceeds the cost that would have been paid by the Municipal Department for the respective member assigned to the CRD-IRSU, then during the first year of operation of the CRD-IRSU, the RCMP will pay the excess amount of salary incurred.
- 5.3 Article 5.2 applies to a municipal constable who is assigned as part of the initial staffing of the CRD Unit and does not apply to any other replacement of that member by another Municipal Police Officer.

## **SECTION 6.0 ROLES AND RESPONSIBILITIES OF THE MUNICIPAL POLICE DEPARTMENT**

- 6.1 The Municipal Police Department shall provide itemized billings on a quarterly basis to the RCMP for all costs incurred within this Memorandum and as per "Appendix B". The billing periods are set out as the quarters ending June 30, September 30, December 31 and March 31. The Municipal Police Department will ensure receipt of the quarterly billings by the RCMP 30 days following the close of the period, except March 31 where the billing will be received on or before April 15.
- 6.2 The Municipal Police Department, in recognition of payments received from or payable by the RCMP will directly pay all salary, allowances, and benefits normally accruing to the municipal constable assigned pursuant to this Memorandum at the rate the municipal constable are entitled under his/her collective agreement, less all federal and provincial income taxes, statutory and municipal deductions.

## **SECTION 7.0 ENTITLEMENTS OF ASSIGNED MUNICIPAL CONSTABLES**



- 7.1 The municipal constables, while assigned to the CRD-IRSU will be entitled to the benefits and entitlements as provided within their respective collective agreements and/or policies including, but not limited to:
- (I) Statutory holidays as designated by applicable collective agreements;
  - (ii) Annual vacation days as per applicable collective agreements and approved by the NCO I/c of the CRD-IRSU.
  - (iii) Costs incurred related to leave, overtime, Lieu Time Statutory Leave, Accumulated Time Off, Floater Time or other forms of time off, including retirement benefits accrued prior to this Memorandum will be assumed by the agency and costs incurred related to leave overtime, Lieu Time Statutory Leave, Accumulated Time Off, Floater Time or other forms of time off accrued during this Agreement will be assumed by the RCMP.
- 7.2 Sick leave entitlements will be in accordance with the applicable collective agreements.

## **SECTION 8.0 OPERATIONAL GUIDELINES**

- 8.1 RCMP policy and guidelines apply to the CRD-IRSU and the assigned municipal constables/members with the recognition that Unit Supplements may be developed that recognizes best policy practices and procedures of the participating police agencies.

## **SECTION 9.0 USE OF FEDERAL GOVERNMENT VEHICLES**

- 9.1 Treasury Board of Canada and RCMP policy apply to the operation of the Federal (RCMP) police motor vehicles by municipal constables / members of the CRD-IRSU.
- 9.2 Notwithstanding any other provision in this agreement, no municipal police officer shall operate a federally owned vehicle held by the CRD Unit unless satisfactory proof of third party liability insurance is provided to the RCMP.

## **SECTION 10.0 DISPUTE RESOLUTION**

- 10.1 Any new issue, matter of general concern or dispute arising from this MOU shall



be dealt with by the JMT.

- 10.2 If the JMT is unable to resolve the matter, the matter will be referred to the Director of Police Services who shall resolve the matter and such resolution will be final and binding upon the parties to this Memorandum.

## **SECTION 12.0 NOTIFICATION**

- 12.01 All notices or communications provided for in this MOU will be in writing and will be mailed or delivered. For the purposes of delivery of Notice, the addresses for delivery are:

For the Municipal Police Departments:

The Chief Constable Central Saanich Police Department  
1903 Mt. Newton Cross Road,  
Saanichton, British Columbia, V8M 2A9

Or

The Chief Constable Oak Bay Police Department  
1703 Monterey Ave.,  
Victoria, British Columbia, V8R 5V6

Or

The Chief Constable Saanich Police Department  
760 Vernon Ave.,  
Victoria, British Columbia, V8X 2W6

Or

The Chief Constable Victoria Police Department  
850 Caledonia Ave.,  
Victoria, British Columbia, V8T 5J8

For the RCMP:

District Officer, Island District  
2881 Nanaimo St.  
Victoria, British Columbia, V8T

For Police Services Division:

The Director, PSD  
PO Box 9285 Stn. Prov. Govt

- 12.2 Any such notice or communication given by mail will be deemed to have been delivered 72 hours after having been deposited in the mail service with first class postage prepaid. If given by personal delivery, then such notice or communication will be deemed effective when delivered.

## **SECTION 13.0 SECURITY AND CONFIDENTIALITY**

- 13.1 All information and documentation provided to, collected by, delivered to, or compiled by or on behalf of the CRD-IRSU in the performance of their duties and responsibilities shall be dealt with subject to and in accordance with Federal and Provincial Statutes, particularly the *Privacy Act*, the *Access to Information Act*, and the *Freedom of Information and Protection of Privacy Act*.
- 13.2 The parties agree that for the purposes of section 19(1)(a) of the *Privacy Act* and section 16(1)(b) of the *Freedom of Information and Protection of Privacy Act*, all information disclosed and received between the parties under this MOU is disclosed and received in confidence.
- 13.3 Where a party receives a request under the *Access to Information Act*, the *Privacy Act*, or the *Freedom of Information and Protection of Privacy Act*, or a Court order, summons or subpoena for disclosure of records relating to this MOU, that party shall immediately consult all other parties to this MOU before disclosing the records to the applicant.

## **SECTION 14.0 TERM OF AGREEMENT**

- 14.1 This MOU will begin upon all signatures being applied.
- 14.2 This MOU may be amended by mutual written agreement duly executed by parties to this MOU.
- 14.3 This MOU will remain in full force and effect until replaced by another agreement or terminated in accordance with this MOU.
- 14.4 Any of the parties to this MOU may terminate participation in this agreement upon provision of 180 days written notice to the other parties of their intention to terminate this agreement.

- a) In the event the municipal department withdraws as per paragraph 15.4, the Municipal Police Department will reimburse the RCMP on a pro-rated basis costs incurred related to recruit training or other training at the request of the RCMP for the first year.

14.5 In the event the CRD-IRSU is suspended, cancelled or reduced by the Province prior to the normal expiration date of this Memorandum then:

- a) the CRD-IRSU will continue to operate as an integrated road safety unit, and
- b) the assigned municipal constables shall remain employed in the integrated unit for two years or until there is a vacancy in their Police Department, whichever is earlier.

## **SECTION 15.0            SAVING PROVISION**

15.1 Nothing in this MOU is in any way intended to disturb any obligation that either Party is bound to or required to perform by operation of law.

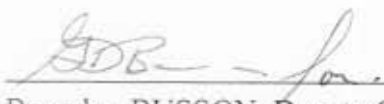
## **SECTION 16.0            CLAIM FOR DAMAGE AND/OR LIABILITY**

See Appendix "C"

## SECTION 17.0 GENERAL

- 17.1 Nothing in this MOU shall be interpreted to conflict with or derogate from the Royal Canadian Mounted Police Act, or Royal Canadian Mounted Police Regulations, 1988, or the British Columbia *Police Act*, R.S.B.C. 1996, c. 367 and Regulations under the *Police Act* but shall be interpreted in all respects to be subject to the Royal Canadian Mounted Police Act and Royal Canadian Mounted Police Regulations, 1988 or the British Columbia *Police Act* and Regulations under the *Police Act*. Should any provision of this Agreement be found in conflict or derogation of the Royal Canadian Mounted Police Act or Royal Canadian Mounted Police Regulations, 1988, or the British Columbia *Police Act* and Regulations under the *Police Act* such provision shall be null and void.
- 17.2 Nothing in this MOU shall be interpreted as in any way derogating from the responsibilities and obligations of the RCMP pursuant to the PPSA entered into between Canada and the Government of the Province of British Columbia, dated April 1, 1992.
- 17.3 This MOU reflects the good faith and spirit of cooperation of the parties but is not legally binding on any of the parties.

Signed on behalf of the Royal Canadian Mounted Police;

  
Beverley BUSSON, Deputy Commissioner  
Deputy Commissioner Pacific Region &  
Commanding Officer, "E" Division,  
R.C.M. Police,  
Vancouver, British Columbia

5-3-7  
Date

Signed on behalf of the Victoria Police Department;

P Battershill

Paul Battershill, Chief Constable  
Victoria Police Department  
850 Caledonia Avenue  
Victoria, BC

05-03-09

Date

Signed on behalf of the Saanich Police Department;

Derek Egan

Derek Egan, Chief Constable  
Saanich Police Department  
760 Vernon Avenue  
Victoria, BC

05-03-09

Date

Signed on behalf of the Central Saanich Police Service;

Paul Hames

Paul Hames, Chief Constable  
Central Saanich Police Service  
1903 Mt. Newton Cross Road  
Saanichton, BC

05-03-09

Date

Signed on behalf of the Oak Bay Police Department:

Ben Andersen

Ben Andersen, Chief Constable  
Oak Bay Police Department  
1703 Monterey Avenue  
Victoria, BC

05-03-09

Date

Signed on behalf of the Minister of Public Safety and Solicitor General;



\_\_\_\_\_  
Kevin Begg, Assistant Deputy Minister and  
Director Police Services Division  
Ministry of Public Safety & Solicitor General



\_\_\_\_\_  
Date

## Appendix A

### CRD Unit Member Composition

<b>POLICE AGENCY</b>	<b>NUMBER OF MEMBERS</b>
Central Saanich PD	1
Oak Bay PD	1
RCMP	5
Saanich PD	4
Victoria PD	4



## Appendix B

### **Financial Responsibilities**

- Salary and Rank – The NCO I/c shall be either one municipal constable or RCMP member who will hold the rank of Staff Sergeant; one municipal member and one RCMP member will each hold the rank of Corporal and the remainder of members assigned will hold the rank of constable while so employed and assigned to the CRD-IRSU and will receive financial remuneration following the current salary schedule for these ranks within each of their Municipal Police Department or the RCMP.
- Benefits – As per each municipal constable's specified loading factor.
- Overtime – Pre-approved by the NCO I/c of the CRD-IRSU and claimed in the form of compensatory time off or pay in lieu of time off.
- Entitlements – Clothing allowance and cleaning allowance, paid directly by Municipal Police Departments to the assigned municipal constables, and subsequently recovered from the RCMP.
- Incidental expenses – Approved by the NCO I/c of the CRD-IRSU and in accordance with Municipal Police Department policies paid directly by Municipal Police Department to the assigned municipal constable, and subsequently recovered from the RCMP.
- Travel and transportation reimbursement – Approved by the NCO I/c of the CRD-IRSU and in accordance with Municipal Police Department policies paid directly by Municipal Police Department, to the assigned municipal constable, and subsequently recovered from the RCMP.

## Appendix C

### **CLAIMS FOR DAMAGE AND/OR LIABILITY**

1. All parties agree that in regards to claims for damage and/or liability from third parties, for the RCMP, the provisions of Section 10.7 of the Provincial Police Service Agreement apply and for the Municipal Police Departments, the applicable Municipal Indemnity Agreements apply.
2. If one party receives notice of a claim by a third party for damage of any kind, caused by one of the Participant's personnel or agents arising out of, or in connection with, the implementation of this MOU, the receiving Participant will notify the other party as soon as is practicable.

The provisions of this appendix will survive the termination of this MOU for any reason whatsoever.