

MEMORANDUM OF UNDERSTANDING

(Amended February 10, 2016)

BETWEEN:

**SOUTH COAST BRITISH COLUMBIA
TRANSPORTATION AUTHORITY POLICE SERVICE
("SCBCTAPS")**

AND

JURISDICTIONAL POLICE

As identified in Schedule A
("Jurisdictional Police")

WHEREAS:

- A. The purpose of this Memorandum of Understanding is to establish operational and procedural protocols between SCBCTAPS and Jurisdictional Police with respect to policing and law enforcement within the Transportation Service Region (as hereinafter defined) reflecting a co-ordination of efforts and full support of and co-operation between SCBCTAPS and Jurisdictional Police.
- B. The participants recognize that close co-operation and effective co-ordination between Jurisdictional Police and SCBCTAPS is essential to enable each party to discharge their responsibilities pursuant to this MOU and to enhance law enforcement resources available to maintain the public peace and provide for the safety, good order and convenience of persons using a cross-jurisdictional transportation system.

THE PARTICIPANTS AGREE AS FOLLOWS:

SECTION 1.0 DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Memorandum of Understanding, each of the following terms will, unless the context otherwise requires, have the following meaning:
 - (a) "**Chief Constable**" means the Chief Constable of each of the Delta Police Department, New Westminster Police Department, Port Moody Police Department, Vancouver Police Department, and West Vancouver Police Department;
 - (b) "**Chief Officer**" means the Chief Officer of SCBCTAPS;

- (c) “**Commanding Officer**” means the Commanding Officer of the Royal Canadian Mounted Police “E” Division;
- (d) “**SCBCTAPS**” means the South Coast British Columbia Transportation Authority Police Service;
- (e) “**SCBCTAPS Matters**” means the following matters:
 - i. Offences committed under British Columbia provincial statutes;
 - ii. *Criminal Code* summary conviction offences; and
 - iii. *Criminal Code* hybrid offences;
- (f) “**SCBCTAPS Board**” means the South Coast British Columbia Transportation Authority Police Board, the board established under section 4.1(7) of the *Police Act*;
- (g) “**Jurisdictional Police**” means the police and law enforcement agencies identified and having jurisdiction in the areas set out in Schedule A;
- (h) “**MOU**” means this Memorandum of Understanding;
- (i) “**Participants**” means SCBCTAPS and the Jurisdictional Police;
- (j) “**Participant**” means SCBCTAPS or the applicable Jurisdictional Police;
- (k) “**Policing Legislation**” means the *Royal Canadian Mounted Police Act*, the *Royal Canadian Mounted Police Regulations, 2014*, *British Columbia Police Act*, R.S.B.C. 1996, c. 367 and regulations made under the *Police Act*, all as may be amended from time to time; and
- (l) “**Transportation Service Region**” has the meaning ascribed to it in the *South Coast British Columbia Transportation Authority Act*.

1.2 The Schedules attached to this MOU are an integral part of this MOU; provided always that the Participants may from time to time by agreement amend any of the Schedules hereto and such amended Schedule when signed by the Participants shall be substituted for the previous Schedule without otherwise affecting this MOU and such amendment shall be effective from the date set out in such amended Schedule.

SECTION 2.0 AGREEMENT AUTHORITY

- 2.1 This MOU is entered into on behalf of the Royal Canadian Mounted Police 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 carrying into effect the applicable legislation.
- 2.2 This MOU is entered into on behalf of the Delta Police Department, New Westminster Police Department, Port Moody Police Department, Vancouver Police Department, and West Vancouver Police Department by each of the Chief Constables 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 AUTHORITY AND RESPONSIBILITY

- 3.1 Jurisdictional Police have obligations dictated by statute, executive order and/or contract for the delivery of police services within British Columbia and to their respective jurisdictions, including primary responsibility for delivery of police services within the Transportation Service Region.
- 3.2 SCBCTAPS has the power, duty and function, under the *Police Act* and ministerial order, to carry out policing services in the Transportation Service Region, supplemental to police and law enforcement services provided by Jurisdictional Police in the Transportation Service Region.
- 3.3 Nothing in this Agreement shall be interpreted as:
- (a) diminishing the obligations or authority of the Jurisdictional Police;
 - (b) replacing the performance of policing and law enforcement services by Jurisdictional Police;
 - (c) defining, prejudicing or derogating from the powers, duties, responsibilities or authority of Jurisdictional Police; or
 - (d) excluding any area or property being served by SCBCTAPS from the jurisdiction of Jurisdictional Police.
- 3.4 The Participants agree to develop and maintain a process of consultation for all matters referred to in this MOU, including adopting additional operational policies, procedures and protocols as necessary to effect the purpose of this MOU and to be incorporated into a Schedule C.

SECTION 4.0 EXTENSION OF SERVICES

- 4.1 Nothing in this Agreement will limit the jurisdiction of SCBCTAPS Designated Constables carrying out the duties of their appointment in accordance with sections 10(1) and 10(2) of the *Police Act*.

SECTION 5.0 OPERATIONS AND PROCEDURES

- 5.1 The Participants agree that, subject to subsection 3.3, while the responsibility of the Jurisdictional Police for policing the Transportation Service Region remains intact, whenever operationally practicable for SCBCTAPS, SCBCTAPS will respond to, and assume responsibility for, SCBCTAPS Matters.
- 5.2 If by applying the provisions of this MOU, an agreement between the Participants cannot be reached as to whether the matter should be handled by SCBCTAPS or Jurisdictional Police, the Jurisdictional Police will be responsible.

- 5.3 Jurisdictional Police will continue to respond to and provide appropriate tactical assistance for SCBCTAPS Matters, and to SCBCTAPS, as circumstances require.
- 5.4 In exigent situations, the Participant in the most favourable position to provide the initial response will take the necessary and appropriate tactical response pending the arrival of the responsible Participant.
- 5.5 Strictly indictable offences are the responsibility of Jurisdictional Police; however, where the Jurisdictional Police and SCBCTAPS respond to such an offence, the Jurisdictional Police may agree to SCBCTAPS assuming the responsibility for the investigation, and each agency's Supervisor must then record such transfer of responsibility in their respective PRIME General Occurrence report.

SECTION 6.0 ACCESS TO FACILITIES AND SERVICES

- 6.1 Jurisdictional Police will make best efforts to provide SCBCTAPS access to facilities and services not otherwise available to SCBCTAPS and required in the performance of its duties as more particularly identified in Schedule B.
- 6.2 If SCBCTAPS anticipates a temporary or permanent escalation in its use of facilities and services as identified at Schedule B, whether due to a SCBCTAPS initiative, a change in policy, or otherwise, SCBCTAPS will consult with the impacted Participant in order to address the possible and appropriate allocation of resources of the Participant. Similar consultation is to occur in situations of Jurisdictional Police temporary or permanent escalation of SCBCTAPS services.

SECTION 7.0 ACCESS TO FILES AND DISCLOSURE OF INFORMATION

- 7.1 The Participants agree to provide information necessary to assist the other Participant's enforcement mandate. The Participants may reasonably withhold records, for example: records subject to solicitor-client privilege, public interest privilege, or litigation privilege or disclosure of which (i) would be an offence under an Act of Parliament, or (ii) could reasonably be expected to result in any of the circumstances described in section 15(1) of the *Freedom of Information and Protection of Privacy Act* or section 22(1)(b) or (c) of the federal *Privacy Act*.
- 7.2 SCBCTAPS agrees to provide Jurisdictional Police access to their police files to facilitate the seamless generation of reports to Crown Counsel, crime-data collection, as well as to distribute and share intelligence of criminal activity within its policing constituency.
- 7.3 The Jurisdictional Police may provide to SCBCTAPS intelligence of criminal activity relevant to the SCBCTAPS enforcement mandate.
- 7.4 Information provided by either Participant shall not be further disclosed by the other Participant without prior consultation and only with the written consent of that Participant or as required by law (e.g., Court order, summons or subpoena).

- 7.5 All information and documentation provided to, collected by, delivered to or compiled by or on behalf of the Participants in the performance of their duties shall be dealt with subject to and in accordance with all applicable legislation, including the federal *Privacy Act*, the *Freedom of Information and Protection of Privacy Act* and Policing Legislation.

SECTION 8.0 JOINT PROTOCOL COMMITTEE

- 8.1 The Participants agree to engage in a joint protocol committee (Committee). The Committee's purpose will be to:
- (a) Provide ongoing technical and operational expertise and input to the SCBCTAPS service delivery to Jurisdictional Police and supplementary policing role;
 - (b) Identify emerging issues related to the MOU's ongoing implementation and the operational coordination between SCBCTAPS and Jurisdictional Police, and to advance problem solving; and
 - (c) Biennially review the MOU and supporting Schedules and recommend amendments, as needed, to the MOU signatories.
- 8.2 The Committee will be composed of the appointed representatives of the Participants necessary to assist in the discussion and the work of the Committee. The Committee may invite other law enforcement agencies to participate in the Committee, as appropriate.
- 8.3 The Committee will determine its business practices and the frequency of its meetings.

SECTION 9.0 DISPUTE RESOLUTION

- 9.1 The Participants will make every reasonable effort to resolve any differences that may arise. Daily operational issues should be resolved by the respective Watch Commanders/Duty Officers and only where necessary dealt with by the respective police agencies' Chief Constable/Officer in Charge. Any issue, matter of general concern or dispute arising from this MOU shall be dealt with by a joint management group consisting of the following position-holders or their delegates:
- (a) District Officer, Lower Mainland District, "E" Division – British Columbia, Royal Canadian Mounted Police;
 - (b) Chief Constables;
 - (c) Chief Officer.

SECTION 10.0 NOTIFICATION

- 10.1 All notices or communications provided for in this MOU will be in writing and will be mailed or delivered to the Participants at the following addresses or at such other address as a Participant has advised in writing:

To: SCBCTAPS
#300 - 287 Nelson's Court
New Westminster, BC, V3L 0E7
Fax: (604) 521-3103
Attention: Chief Officer

With a copy to: TransLink Security Management Limited
#300 - 287 Nelson's Court
New Westminster, BC, V3L 0E7
Fax: (604) 453-4657
Attention: Directors

To Jurisdictional Police: Address and fax numbers set out in Schedule A

- 10.2 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 11.0 TERM OF AGREEMENT

- 11.1 This MOU will become effective upon execution by each of the Participants and will remain in full force and effect until replaced by another MOU or terminated in accordance with this MOU.
- 11.2 Any of the Participants may terminate participation in this MOU upon provision of one (1) year written notice to the other Participants of their intention to terminate.

SECTION 12.0 AMENDMENTS AND PERIODIC REVIEW



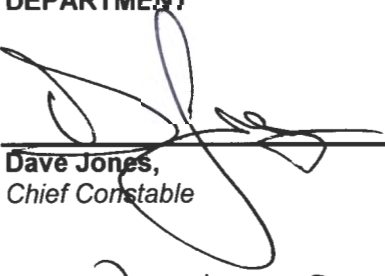

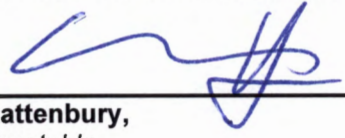
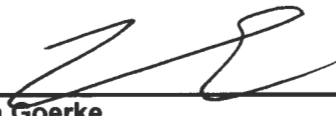
- 12.1 On the first anniversary of this MOU and biennially thereafter, the Participants agree to conduct a review of this MOU to assess the effectiveness of their relationship and make any amendments necessary to reflect the then current relationship and responsibilities of the Participants.
- 12.2 The Participants agree to consider amendments to this MOU when and where circumstances warrant or as contemplated by this MOU. Any amendment shall be in writing signed by the Participants.

SECTION 13.0 SAVING PROVISION

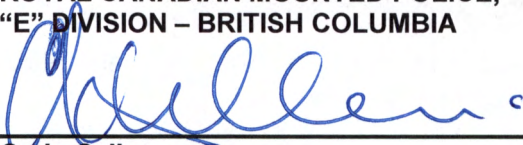
- 13.1 Nothing in this MOU is in any way intended to replace or amend any obligation that either Participant is bound to or required to perform by operation of law.

SECTION 14.0 GENERAL

- 14.1 Nothing in this MOU shall be interpreted to conflict with or derogate from Policing Legislation but shall be interpreted in all respects to be subject to Policing Legislation. Should any provision of this MOU be found in conflict or derogation of Policing Legislation such provision shall be null and void.
- 14.2 Nothing in this MOU shall be interpreted as in any way derogating from the responsibilities and obligations of the RCMP pursuant to the Provincial Police Service Agreement entered into between Canada and the Government of the Province of British Columbia.
- 14.3 This MOU reflects the good faith and spirit of cooperation of the Participants but is not legally binding on any of the Participants.

Signed on behalf of DELTA POLICE DEPARTMENT 	Signed on behalf of SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY POLICE SERVICE 
_____ Neil Dubord, <i>Chief Constable</i> _____ 2016-2-25 _____ Date	_____ Barry Kross, <i>Chief Officer</i> _____ 2016-02-12 _____ Date
Signed on behalf of NEW WESTMINSTER POLICE DEPARTMENT 	Signed on behalf of VANCOUVER POLICE DEPARTMENT 
_____ Dave Jones, <i>Chief Constable</i> _____ 2016-02-19 _____ Date	_____ Adam Palmer, <i>Chief Constable</i> _____ 2016-03-27 _____ Date
Signed on behalf of PORT MOODY POLICE DEPARTMENT 	Signed on behalf of WEST VANCOUVER POLICE DEPARTMENT 
_____ Chris Rattenbury, <i>Chief Constable</i> _____ 2016-02-15 _____ Date	_____ Len Goerke, <i>Chief Constable</i> _____ 160314 _____ Date

Signed on behalf of
**ROYAL CANADIAN MOUNTED POLICE,
"E" DIVISION – BRITISH COLUMBIA**



Craig Callens

*Deputy Commissioner &
Commanding Officer, "E" Division – British
Columbia*

2016.03.22

Date



SCHEDULE A

JURISDICTIONAL POLICE

Police Force	Jurisdiction	Contact Information
Royal Canadian Mounted Police (RCMP)	Burnaby Coquitlam Langley Maple Ridge North Vancouver Pitt Meadows Richmond Surrey University Endowment Lands White Rock	RCMP "E" Division – British Columbia 14200 Green Timbers Way Surrey, BC V3T 6P3 Attention: Deputy Commissioner & Commanding Officer, "E" Division – British Columbia Fax: (778-290-6108)
Delta Police Department (DPD)	Delta	Delta Police Department 4455 Clarence Taylor Crescent Delta, BC V4K 3E1 Attention: Chief Constable Fax: (604) 946-4682
New Westminster Police Department (NWPD)	New Westminster	New Westminster Police Department 555 Columbia Street New Westminster, BC V3L 1B2 Attention: Chief Constable Fax: (604) 529-2401
Port Moody Police Department (PMPD)	Port Moody	Port Moody Police Department 3051 St. Johns Street Port Moody, BC V3H 2C4 Attention: Chief Constable Fax: 604-937-1314
Vancouver Police Department (VPD)	Vancouver	Vancouver Police Department 2120 Cambie Street Vancouver, BC V5Z 4N6 Attention: Chief Constable Fax: (604) 665-3417
West Vancouver Police Department (WVPD)	West Vancouver	West Vancouver Police Department 1330 Marine Drive West Vancouver, BC V7T 1B5 Attention: Chief Constable Fax: (604) 925-5938