

MEMORANDUM OF UNDERSTANDING
RESPECTING INVESTIGATIONS

This Memorandum of Understanding is dated for reference February 12, 2013

BETWEEN:

**INDEPENDENT INVESTIGATIONS OFFICE
OF BRITISH COLUMBIA (IIO),**
represented by the Chief Civilian Director (CCD)

AND:

ROYAL CANADIAN MOUNTED POLICE (RCMP),
represented by the Commanding Officer, "E" Division

AND

**THE MUNICIPAL POLICE DEPARTMENTS
OF BRITISH COLUMBIA**

AND

THE ORGANIZED CRIME AGENCY OF BRITISH COLUMBIA

AND

**THE SOUTH COAST BRITISH COLUMBIA
TRANSPORTATION AUTHORITY POLICE SERVICE**

AND

THE STL'ATL'IMX TRIBAL POLICE
represented by their respective Chief Constables and Chief Officers

MEMORANDUM OF UNDERSTANDING

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PURPOSES:

- A. This Memorandum of Understanding Respecting Investigations replaces in its entirety the Memorandum of Understanding Respecting Investigations among the same participants dated for reference July 16, 2012.
- B. The IIO has been established pursuant to the *Police Act* section 38.02 for the purpose of investigating incidents where a person may have died or suffered serious harm as a result of the actions of an officer, or for other investigations referred to in the *Police Act*.
- C. The IIO, the RCMP, and other police services in British Columbia all conduct investigations pursuant to the *Criminal Code* and other statutes.
- D. The *Police Act* sections 38.09 (1) and (2) require police to notify the IIO of an incident that may fall within the jurisdiction of the IIO, and further require police to secure the scene of the incident until an IIO investigator arrives on the scene.
- E. The *Police Act* section 38.101 requires officers to cooperate fully with the CCD and IIO investigators in respect of the exercise of the powers or performance of duties under the *Police Act* by the CCD and IIO investigators.
- F. The RCMP Independent External Investigations Policy directs the RCMP to refer to established independent investigation regimes, like the IIO, certain matters including those where there is death or serious harm involving an RCMP employee.

- G. The *Police Act* section 38.11 requires the CCD, after an investigation is concluded, to make a report to Crown Counsel if the CCD considers that an officer may have committed an offence under any federal or provincial statute.
- H. The IIO, the RCMP, and all other police services in British Columbia wish to cooperate with one another in order to facilitate efficient, effective and timely investigations, and to that end they enter into this Memorandum of Understanding.

THE PARTICIPANTS CONFIRM THE FOLLOWING TERMS:

1. Definitions

1.1 In this Memorandum of Understanding each of the following terms, unless the context otherwise requires, has the meaning given in sections 1 and 38.01 of the *Police Act* or in the *Provincial Policing Standards* (British Columbia), or if no meaning is given in the *Act* or *Standards*, has the meaning set out in this section:

- "chief of a police service": includes the commanding officer of "E" Division of the RCMP
- "in-custody death" means: death of a person who was detained by or in the custody of an officer, or who was in the custody of a police service
- "involved officer" means: an officer (including regular and civilian members of the RCMP) who was involved in or present during an incident that is within the jurisdiction of the IIO, including subject officers and witness officers
- "forensic data": includes but is not limited to data from cellular telephones, video recorders, vehicle data recording devices, and computers
- "MOU" means: this Memorandum of Understanding and any amendments thereto
- "off-duty officer" means: an officer (including regular and civilian members of the RCMP) who is off duty, but does not include an auxiliary constable, reserve constable, special provincial constable, or special municipal constable who is off duty

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| "originating service" means: | a police service from which records or information has originated |
| "participants" means: | the signatories to this MOU |
| "police service": | includes all of the participants in this MOU except the Independent Investigations Office |
| "police association" means: | a union of municipal officers, or the RCMP staff relations representatives |
| "related equipment" means: | equipment of a police service, other than firearms, intermediate weapons, or restraints |
| "subject officer": | has the meaning given in paragraph 14.2 of this MOU |
| "witness officer": | has the meaning given in paragraph 14.3 of this MOU |

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

2. Notification of the IIO

2.1 The chief of each police service shall designate a position that shall immediately notify the IIO upon recognition of any on-duty or off-duty incident that may fall within the jurisdiction of the IIO, pursuant to section 38.09(1) of the *Police Act*.

2.2 The chief of each police service shall notify the CCD of the designated position and shall immediately notify the CCD of any subsequent changes to the designated position.

2.3 The IIO shall provide to the chief of each police service an on-call telephone number for notifying the IIO of incidents that may fall within the jurisdiction of the IIO.

3. Incidents requiring notification of the IIO

3.1 Every police service shall immediately notify the IIO whenever on-duty officers attend:

- (a) any incident where there is a reasonable belief that the presence, action, or decision of an on-duty officer

- (i) may have been a contributing factor in the death of any person (including in-custody deaths);
- (ii) may have been a contributing factor in a life-threatening injury to any person;
- (iii) may cause disfigurement (permanent change in appearance), if there were no medical intervention;
- (iv) may cause permanent loss or impairment of any function or mobility of the body, if there were no medical intervention;
- (b) any discharge of a firearm by an on-duty officer where there is a reasonable belief that any person (including an officer) may have been injured;
- (c) any incident where there is a reasonable belief that the action of an off-duty officer
 - (i) may have been a contributing factor in the death of any person;
 - (ii) may have been a contributing factor in a life-threatening injury to any person;
 - (iii) may cause disfigurement (permanent change in appearance), if there were no medical intervention;
 - (iv) may cause permanent loss or impairment of any function or mobility of the body, if there were no medical intervention.

3.2 For greater clarity, in sections 3.1(a)-(b) above, "on-duty officer" includes any member of the RCMP from outside of British Columbia who is on duty in British Columbia; and includes any police officer from outside of British Columbia who has been designated a special provincial constable. In section 3(c) above, "off-duty officer" includes any member of the RCMP from outside of British Columbia who is off duty in British Columbia, and notwithstanding the definition of "off-duty officer" in section 1.1 above, includes any police officer from outside of British Columbia who has been designated a special provincial constable and is off duty in British Columbia.

3.3 It is recognized that for purposes of oversight the criteria for notifying the IIO as defined in s. 3.1 are broader than the statutory mandate of the IIO. After notification, the CCD or his designate shall decide whether a case is within the mandate of the IIO pursuant to section 38.09 of the *Police Act*. The IIO shall investigate only cases which are within its mandate, and

shall not attend or investigate all incidents of which it is notified. If the IIO asserts jurisdiction over a case, the IIO shall complete an investigation of any potential offence by an officer under any federal or provincial statute, so that the CCD is able to decide whether or not to make a report to Crown Counsel pursuant to section 38.11 of the *Police Act*.

4. IIO investigations and concurrent investigations

4.1 When an IIO investigator arrives at the scene of an incident, if the incident is within the jurisdiction of the IIO, the IIO investigator must take over the investigation under section 38.09(3) of the *Police Act*, except when the IIO investigator delegates control of the scene as specified in paragraphs 4.5 or 4.6 below.

4.2 The participants recognize that there will be concurrent investigations, including investigations of civilian suspects, police service internal investigations, and Coroner's investigations, and the IIO and police services intend to co-operate in conducting concurrent investigations.

4.3 As soon as practicable after the CCD or his designate decides that a case is within the jurisdiction of the IIO, the chief(s) of the police service(s) involved in the case shall inform the CCD or his designate of any concurrent investigations being conducted by the police service(s), including police service internal investigations.

4.4 The participants recognize that whenever there has been a death, the Coroner must be notified immediately, and the Coroner must be consulted before any disturbance of the body or scene.

4.5 When the IIO determines that it is investigating possible offences that are less serious than offences being investigated by a police service, then notwithstanding paragraph 4.1, the IIO may delegate control of the scene to the police service.

4.6 Where weather or delayed IIO arrival or any combination of circumstances prevents the IIO from fulfilling its duty to take over a scene in a timely manner, then the IIO may delegate

control of the scene to a police service, and may remotely monitor scene examination or investigation.

5. Police service liaison officers

5.1 After the IIO asserts jurisdiction over an incident, whether or not a police service is conducting any concurrent investigation, the police service shall designate an officer (who is not an involved officer) who shall act as liaison with the IIO, and the IIO shall designate an investigator who shall act as liaison with the police service.

5.2 Disagreements regarding control of a scene that is subject to concurrent investigations may be resolved by the IIO investigator and the police service liaison officer. If they are unable to resolve the dispute, it may be referred to the CCD and the chief of the police service.

6. Media relations

6.1 A police service may advise the media that an incident has occurred and that the IIO has been notified of the incident, but only the IIO may issue media statements regarding IIO investigations.

6.2 The IIO investigator shall give any involved police service reasonable advance notice of IIO media statements. A police service may advise the IIO of the existence of hold-back information or other concerns about an ongoing concurrent investigation, and the IIO shall consider and respect those concerns.

6.3 The participants understand that all releases of information to the media are subject to the *Privacy Act* (Canada) and the *Freedom of Information and Protection of Privacy Act* (British Columbia.)

7. Scene security and preserving evidence

7.1 A police service which has notified the IIO of an incident that may fall within the jurisdiction of the IIO must take all lawful measures that appear necessary or expedient for the purposes of obtaining and preserving evidence relating to the incident (pursuant to section

38.09(2) of the *Police Act*) until the IIO takes over the scene, even if the police service is not conducting any concurrent investigation.

7.2 When an IIO investigator takes over a scene, members of a police service must remain at the scene if the IIO investigator requests assistance, even if the police service is not conducting any concurrent investigation.

7.3 If weather or delayed IIO arrival or lack of police resources or extraordinary costs or any combination of circumstances prevents a police service from fulfilling its duty under section 38.09(2) of the *Police Act* or prevents a police service from remaining at a scene after an IIO investigator requests assistance, then the police service shall communicate with the IIO investigator as soon as such circumstances are foreseeable.

8. Scene examination and seizure of exhibits

8.1 Pursuant to section 38.09(2) of the *Police Act* and subject to all applicable law, prior to IIO arrival the liaison officer or senior officer at the scene who was not involved in or present during the incident, or another officer as directed by the IIO investigator, shall seize or direct the seizure of evidence of the incident, including but not limited to:

- (a) an officer's uniform or other clothing, with due regard for the officer's safety, dignity, and privacy;
- (b) any firearm that was discharged and any intermediate weapons, restraints, or related equipment that were used, deployed or are otherwise relevant to the investigation;
- (c) any police vehicle;
- (d) without delay, any breath or blood samples; and
- (e) without delay, any other perishable evidence.

8.2 Police officers who attend an incident that may fall within the jurisdiction of the IIO, after consulting with the IIO, shall seize and keep custody of exhibits according to the normal protocols of a police service.

8.3 After the IIO takes over a scene, an IIO investigator shall monitor any scene examination that is performed by investigators from a police service, including the monitoring of photography, measuring of the scene, and seizing of exhibits.

8.4 All exhibits not required for any concurrent investigation shall be transferred by an IIO investigator to IIO exhibit storage.

9. Witness canvassing, video canvassing, and conflicts of interest

9.1 Pursuant to section 38.09(2) of the *Police Act*, before an IIO investigator arrives at the scene of an incident a police service shall conduct witness canvassing and/or video canvassing upon the request of an IIO investigator. In general, such canvassing shall not include witness interviews for the IIO investigation. However, in advance of any canvassing the IIO investigator and the liaison officer for the police service may consult and agree upon the conduct of witness interviews.

9.2 Where weather or lack of police resources or extraordinary costs or any combination of circumstances prevents a police service from conducting witness canvassing or video canvassing, then the police service shall communicate with the IIO as soon as such circumstances are foreseeable.

9.3 Prior to IIO arrival or as soon as practicable, the liaison officer or senior officer at the scene who was not involved in or present during the incident shall canvass for and record conflicts of interest and potential appearances of conflicts of interest between involved officers and officers who attend the scene. When an IIO investigator takes over a scene, the officer who canvassed for conflicts shall give a written summary of conflicts of interest and potential appearances of conflicts of interest to the IIO investigator. Conflicts of interest and potential appearances of conflicts of interest include but are not limited to: work relationships, family relationships, and personal relationships between involved officer(s) and officers from a police service who attend the scene. A police service may use an existing protocol for canvassing for and recording conflicts of interest and potential appearances of conflicts of interest.

10. Costs of investigations

10.1 A police service which notifies the IIO of an incident that may fall within the jurisdiction of the IIO shall cover reasonable and customary costs of the following investigative work if it is provided by the police service:

- (a) securing the scene (section 7 of this MOU);
- (b) examining the scene and seizing exhibits (section 8 of this MOU), including but not limited to: forensic scene examination; collision examination; breath tests; and dog tracking; and
- (c) initial canvassing for witnesses and video-recordings (section 9 of this MOU.)

10.2 The costs of specialized scene examination (including but not limited to arson examination, underwater recovery, and aerial search or mapping) shall be subject to consultation between the IIO investigator and the police service liaison officer. Any disputes shall be resolved by the CCD and the chief of the police service.

10.3 The IIO shall bear the costs of ordinary follow-up investigations, including but not limited to "use of force" analysis, collision analysis, minor forensic data analysis, and laboratory services that are not available from the RCMP National Forensic Laboratories.

10.4 In the rare event that the IIO requires specialized follow-up investigations (including but not limited to surveillance, undercover investigation, interception of private communications, and major forensic data analysis), the costs of such specialized follow-up investigations shall be subject to special agreements beyond the terms of this MOU.

10.5 Any police service that provides investigative services to the IIO shall maintain command of those investigative services.

11. Forensic examination of exhibits and exhibit storage

11.1 The IIO may request forensic examination of exhibits by the RCMP Forensic Laboratory Service, or may request forensic examination of exhibits by the forensic identification specialists of a police service.

11.2 Exhibits that are not required for concurrent investigations or proceedings, or for forensic examination, shall be transferred by an IIO investigator to the IIO exhibit storage facility. Where the IIO does not have space or other resources to store a particular exhibit, upon request by the IIO a police service shall provide, whenever practicable, adequate storage of the exhibit.

12. Interviews of civilians, including civilian employees of police

12.1 An IIO investigator and the liaison officer for the police service shall consult with each other regarding the conduct of separate or joint witness interviews for concurrent investigations. Where the same person may be a witness in one investigation and a suspect in another investigation, the IIO investigator and the liaison officer for the police service shall consult in advance of any interview of that person.

12.2 In general, an interview of a person as a suspect in jeopardy, shall proceed before any interview of the same person as a witness without jeopardy.

12.3 A police service shall provide interview rooms and recording equipment for use by the IIO if requested, even if the police service is not conducting any concurrent investigation.

12.4 Police services shall make reasonable efforts to ensure that their civilian employees and volunteers are available to answer questions from IIO investigators.

13. Notification of next-of-kin and notification of Coroner

13.1 The IIO investigator or his or her designate shall notify in person the next-of-kin of anyone who has died in an incident of which the IIO is notified, or the IIO may delegate to a

police service notification of next-of-kin if the IIO is unable to perform timely in-person notification.

13.2 It shall remain the responsibility of police services to notify the Coroner upon locating deceased persons.

14. Designation of subject officers and witness officers

14.1 As soon as practicable after an incident which falls within IIO jurisdiction, the IIO investigator shall designate all the officers involved in or present during the incident as either subject officers or witness officers, and shall notify those officers and the police service liaison officer of the designations, and shall subsequently confirm those designations in writing.

14.2 "Subject officer" means:

- (a) an on-duty officer whose presence, action, or decision is reasonably believed
 - (i) to have been a contributing factor in the death of any person (including in-custody deaths);
 - (ii) to have been a contributing factor in a life-threatening injury to any person;
 - (iii) to have caused disfigurement (permanent change in appearance), if there were no medical intervention;
 - (iv) to have caused permanent loss or impairment of any function or mobility of the body, if there were no medical intervention;
- (b) an on-duty officer who has discharged a firearm, where there is a reasonable belief that any person (including an officer) may have been injured by that discharge;
- (c) an off-duty officer whose action is reasonably believed
 - (i) to have been a contributing factor in the death of any person;
 - (ii) to have been a contributing factor in a life-threatening injury to any person;
 - (iii) to have caused disfigurement (permanent change in appearance), if there were no medical intervention;
 - (iv) to have caused permanent loss or impairment of any function or mobility of the body, if there were no medical intervention.

14.3 "Witness officer" means an officer involved in or present during the incident, who is not a subject officer.

14.4 The IIO shall immediately advise an officer, and shall subsequently advise the officer and the police service in writing, if the officer's designation has changed from witness officer to subject officer, or has changed from subject officer to witness officer.

14.5 To ensure that the IIO is notified of off-duty incidents within its jurisdiction, police services shall make policies requiring officers who are involved in off-duty incidents (as defined in paragraph 3.1(d) above) to identify themselves as police officers to on-duty officers who attend incidents. Further, police services shall make policies to the effect that off-duty officers who identify themselves as police officers in compliance with this section, are deemed not to be in violation of the *Police Act* (British Columbia), section 77.

15. Limits on communication among officers

15.1 To prevent contamination of evidence, officers involved in or present during an incident which may fall within the jurisdiction of the IIO shall not communicate their accounts or recollections of the incident directly or indirectly to anyone other than an IIO investigator, except for communication that is necessary for:

- (a) public safety and obtaining medical care for injured persons;
- (b) the securing or identification of evidence;
- (c) the furtherance of concurrent investigations;
- (d) obtaining advice from legal counsel or a police association representative;
- (e) obtaining health care for an officer; or
- (f) any other purpose that is agreed upon by the IIO investigator and the police service liaison officer.

15.2 Before the arrival of an IIO investigator at a scene, the police service liaison officer or senior officer who was not involved in or present during the incident shall, as soon as practicable, direct all involved officers not to communicate their accounts or recollections of the incident directly or indirectly to anyone other than an IIO investigator, except for communication that is necessary for:

- (a) public safety and obtaining medical care for injured persons;

- (b) the securing or identification of evidence;
- (c) the furtherance of concurrent investigations;
- (d) obtaining advice from legal counsel or a police association representative;
- (e) obtaining health care for an officer; or
- (f) any other purpose that is agreed upon by the IIO investigator and the police service liaison officer.

15.3 A police service shall take reasonable steps, in consultation with the IIO investigator, to ensure that all involved officers do not discuss an incident with each other before they are interviewed by an IIO investigator. The police service shall document all steps taken in this regard.

16. Scene reports / safety reports

16.1 After the IIO is notified and asserts jurisdiction over an incident, the police service liaison officer or senior officer who was not involved in or present during the incident shall at the earliest opportunity compile the following information from all involved officers, for purposes of ensuring public safety and the securing of evidence:

- (a) injuries to anyone;
- (b) status, location, and identity of subjects (police and civilian);
- (c) unlocated subjects or other dangers;
- (d) parameters / boundaries of the scene;
- (e) location of all evidence to be protected or collected, including but not limited to objects, documents, witness statements, and data;
- (f) status, location, and identity of witnesses (police and civilian); and
- (g) name(s) of any person(s) with whom any involved officer has spoken since the incident.

16.2 All involved officers shall, whenever practicable, co-operate with the police service liaison officer's or senior officer's collection of the information listed in section 16.1.

16.3 The police service liaison officer or senior officer shall convey the information compiled pursuant to section 16.1 to the IIO investigator as soon as practicable after the IIO investigator takes over the scene.

17. Officers to submit notes, reports, and data to IIO investigator

17.1 An IIO investigator shall advise an officer whether he or she is designated as a witness officer or a subject officer when the IIO investigator is requesting any notes, reports or data from the officer.

17.2 Witness officers shall submit to the IIO investigator or his/her designate copies of their notes, reports, and data by the end of the shift during which an on-duty incident occurred, unless there are exceptional circumstances as determined by the IIO investigator.

17.3 Subject officers shall submit to the IIO investigator or his/her designate copies of any portions of their notes, reports, and data which indicate or record statements made to the subject officer by any witness, by the end of the shift during which an on-duty incident occurred, unless there are exceptional circumstances as determined by the IIO investigator.

17.4 Subject officers are not compelled to submit to IIO investigators their notes, reports, and data except as described in section 17.3 above, and IIO investigators shall not accept notes, reports, and data which include compelled statements by subject officers.

18. IIO interviews with witness officers

18.1 When requesting to interview an officer, and at the beginning of every interview, an IIO investigator shall advise the officer whether he or she is designated as a witness officer or a subject officer. The IIO shall immediately advise the officer, and shall subsequently advise the officer and the police service in writing, if the officer's designation has changed from witness officer to subject officer, or has changed from subject officer to witness officer.

18.2 Unless otherwise determined by an IIO investigator in consultation with the police service liaison officer, a witness officer shall participate in an interview with an IIO investigator:

(a) before the end of the witness officer's shift; or

- (b) if the IIO investigator agrees, within 24 hours of the officer being contacted by an IIO investigator; or
- (c) at any other time as agreed by the IIO investigator; and
- (d) on any additional occasions as determined by the IIO investigator.

18.3 During IIO interviews, witness officers shall answer the questions of IIO investigators.

18.4 IIO investigators shall determine the locations of interviews with witness officers.

18.5 An IIO investigator may request video-recording of an interview with a witness officer, and if the officer declines to be video-recorded, the officer's interview shall be audio-recorded. If the interview is only audio-recorded, the witness officer shall assist the IIO investigator in video-recording any places or things that are relevant to the investigation, but the officer himself or herself shall not be video-recorded (unless he or she consents), except that any physical demonstrations by the officer shall be video-recorded.

19. IIO interviews with subject officers

19.1 When requesting to interview a subject officer and at the beginning of every interview, an IIO investigator shall advise the officer that he or she is designated as a subject officer.

19.2 The IIO shall immediately advise the officer, and shall subsequently advise the officer and the police service in writing, if the officer's designation has changed from witness officer to subject officer, or has changed from subject officer to witness officer.

19.3 IIO investigators shall seek to conduct video-recorded voluntary interviews with subject officers. Subject officers have the same rights and freedoms as every person in Canada and the benefit of all applicable law, including but not limited to the right to silence and the rights under section 10 of the *Canadian Charter of Rights and Freedoms*.

19.4 IIO investigators shall provide the "Official Warning" at the beginning of every interview with a subject officer and shall provide the "Written Statement Caution" before accepting any

written statement from a subject officer. It is understood that the purposes of the Warning and Caution are:

- (a) to make clear that subject officers, unlike witness officers, are not compelled to say anything to IIO investigators; and
- (b) to make clear that subject officers' statements and interviews may be used in evidence because they are not compelled.

20. Access to records

20.1 Subject to all applicable law, in particular the *Criminal Code*, the *Canadian Charter of Rights and Freedoms*, section 8(2) of the *Privacy Act* (Canada) and sections 33.1(1)(c), 33.1(1)(d), 33.1(2)(a), and 33.2(i) of the *Freedom of Information and Protection of Privacy Act* (British Columbia), police services shall provide to an IIO investigator, upon request, the following records relating to an incident being investigated by the IIO:

- (a) operational records of a police service, including but not limited to investigative documents, data and recordings;
- (b) written policies and procedures and any other directives of a police service; and
- (c) training records of witness or subject officers that an IIO investigator considers are relevant to an IIO investigation.

20.2 A police service may refuse to disclose records or information to the IIO where:

- (a) the records or information are/is subject to a claim of solicitor-client privilege, litigation privilege, confidential informant privilege, or privilege regarding an ongoing investigation;
- (b) disclosure would violate a statute or constitute an offence; or
- (c) disclosure could reasonably be expected to do any of the other things described in section 22(1)(b) and (c) of the *Privacy Act* (Canada), or section 15(1) of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

20.3 Subject to all applicable law, in particular sections 33.1(1)(c), 33.1(1)(d), 33.1(2)(a), and 33.2(i) of the *Freedom of Information and Protection of Privacy Act* (British Columbia), if

during an IIO investigation the CCD considers that there may have been on-duty or off-duty misconduct by an officer such that the officer's police service may wish to take immediate action, the CCD shall inform the chief of the police service and shall provide to the chief of the police service any relevant records.

20.4 Subject to all applicable law, in particular sections 33.1(1)(c), 33.1(1)(d), 33.1(2)(a), and 33.2(i) of the *Freedom of Information and Protection of Privacy Act* (British Columbia), at the conclusion of each IIO investigation the IIO shall give a copy of its investigative file to the involved police service(s), for purposes of internal proceedings and any subsequent proceedings.

20.5 The IIO may refuse to disclose records or information to a police service where:

- (a) the records or information are/is subject to a claim of solicitor-client privilege, litigation privilege, confidential informant privilege, or privilege regarding an ongoing investigation;
- (b) disclosure would violate a statute or constitute an offence; or
- (c) disclosure could reasonably be expected to do any of the other things described in Section 15(1) of the *Freedom of Information and Protection of Privacy Act* (British Columbia.)

20.6 If before the conclusion of an IIO investigation a concurrent police investigation results in charges under any federal or provincial statute, and if Crown Counsel requests from a police service the disclosure of IIO records as relevant to the charges, then the police service may request records from the IIO, and the IIO shall provide such records to the police service, subject to all applicable law. Similarly, if an IIO investigation results in charges under any federal or provincial statute, and if Crown Counsel requests from the IIO the disclosure of police service records as relevant to the charges, then the IIO may request records from the police service, and the police service shall provide such records to the IIO, subject to all applicable law.

20.7 The IIO and police services shall:

- (a) use one another's records and information solely for purposes of investigations within their respective jurisdictions;
- (b) for the purposes of section 13(1) of the *Access to Information Act* (Canada), section 19(1) of the *Privacy Act* (Canada), and sections 16(1)(b) and 16(2) of the *Freedom of Information and Protection of Privacy Act* (British Columbia), treat all records and information relating to IIO investigations as confidential and not to be disclosed to third parties except with written consent of the originating service and the Attorney General, or as otherwise required by law;
- (c) maintain appropriate records of the transmission, transfer, and receipt of records and information;
- (d) limit access to records and information to employees who are legally bound to keep confidences and who have appropriate security clearance;
- (e) immediately notify each other (the CCD or the chief of a police service) of any unauthorized use or disclosure of records or information, and take all reasonable steps to prevent further unauthorized disclosure;
- (f) immediately notify the originating service (the CCD or the chief of a police service) of any request for disclosure of personal information under the *Privacy Act* (Canada) or the *Freedom of Information and Protection of Privacy Act* (British Columbia), and limit such disclosure to that required by law; and as between the IIO and British Columbia police services, transfer any such request to the originating service, where authorized under s. 11 of the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (g) subject to applicable law, immediately return to the originating service (the CCD or the chief of a police service) any records or information that have been erroneously disclosed; and

- (h) immediately notify each other (the CCD or the chief of a police service) if it is learned that inaccurate or potentially unreliable records or information may have been provided or received, and take all reasonable remedial actions.

20.8 The terms of sections 20.5 and 20.7 above shall apply to IIO disclosure of records and information to:

- (a) a police service that is conducting an investigation on behalf of the Office of the Police Complaint Commissioner of British Columbia; and
- (b) the Commission for Public Complaints Against the RCMP.

21. Notices of claims

21.1 If one participant receives notice of a claim by a third party for damages of any kind caused by one of the participants' personnel or agents, arising out of or in connection with the implementation of this MOU, the receiving participant shall notify all other involved participants.

22. Dispute resolution and compliance

22.1 Disagreements regarding the conduct of an investigation may be resolved by the designated liaison position for the police service and the IIO investigator, or if a dispute is not resolved at that level, it may be referred to the CCD or his/her designate and to the chief of the police service or his/her designate.

22.2 If the CCD or the chief of a police service believes that any employee of a participant may have intentionally failed to comply with any term of this MOU, the CCD may make a formal complaint to the chief of a police service or the chief of a police service may make a formal complaint to the CCD.

23. Implementation, amendment and withdrawal

23.1 This MOU shall come into force when signed by all of the participants.

23.2 This MOU may be executed by the participants in counterparts. A signed counterpart may be delivered to another participant by facsimile or electronic mail, and such facsimile or electronic mail shall constitute an original document. Signed counterparts held by a participant, taken together, shall constitute one and the same instrument.

23.3 The participants in this MOU shall implement its terms by adopting them into their policies and by training officers about the terms of this MOU.

23.4 This MOU shall be a public document posted on the IIO website.

23.5 A participant may withdraw from this MOU by giving all of the other participants 30 days notice of its intention to withdraw from the MOU.

23.6 The participants acknowledge that this MOU and each of its terms are subject to ongoing evaluation, and this MOU may be amended by written agreement(s) signed by all of the participants.

23.7 The CCD is responsible for giving police associations reasonable notice and an opportunity for advance consultation on any proposed amendments to this MOU.

24. Non-derogation terms

24.1 Nothing in this MOU shall replace or amend any obligation imposed upon a participant by operation of law, including the *Criminal Code* and the *Canadian Charter of Rights and Freedoms*.

24.2 Nothing in this MOU shall be interpreted to conflict with or derogate from the *Royal Canadian Mounted Police Act* or regulations under that Act (Canada), the *Police Act* or regulations or Standards under that Act (British Columbia), the *South Coast British Columbia Transportation Authority Act* or regulations under that Act (British Columbia), the *Coroners Act* (British Columbia), the *Access to Information Act* (Canada), the *Privacy Act* (Canada), or the *Freedom of Information and Protection of Privacy Act* (British Columbia), but shall be

interpreted in all respects as subject to those statutes. Should any provision of this MOU conflict with or derogate from any of those statutes, such provision shall be null and void.

24.3 Nothing in this MOU shall be interpreted as in any way derogating from the responsibilities and obligations of the RCMP pursuant to the Provision of Police Services Agreement between Canada and the Province of British Columbia dated April 1, 2012.

25. Notices and communications

25.1 All notices or communications referred to in this MOU shall be made, mailed or delivered to the participants at the addresses that appear below with the names of the signatories, or at such other address that a participant may provide.

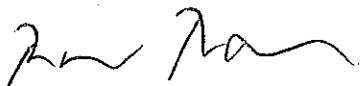
25.2 Any notice or communication given by mail shall be deemed to have been delivered five business days after having been deposited in the mail service with first class postage prepaid. If notice is given by personal delivery, then such notice or communication shall be deemed effective when delivered. If notice is given by electronic means (including electronic mail and facsimile), then such notice or communication shall be deemed effective 24 hours after delivery to the intended recipient's electronic system.

26. Authorities

26.1 This MOU is entered into by the police services in British Columbia under the authority of sections 4.1, 4.2, 26 and 34 of the *Police Act* (British Columbia), to aid in the enforcement of the criminal law and the laws of British Columbia.

26.2 This MOU is entered into by RCMP "E" Division under the authority of sections 5 and 20 of the *Royal Canadian Mounted Police Act* (Canada), to aid in the administration of justice in British Columbia and to carry into effect the applicable legislation.

Signed on behalf of the Independent Investigations Office of British Columbia:

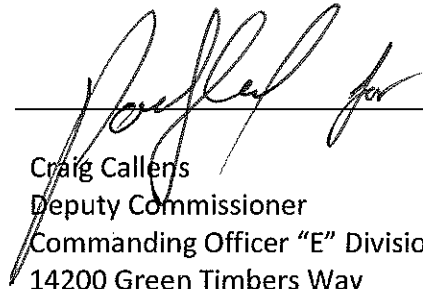


Richard Rosenthal
Chief Civilian Director
12th floor, 13450 – 102 Avenue
Surrey BC V3T 5X3



Date

Signed on behalf of the Royal Canadian Mounted Police "E" Division:

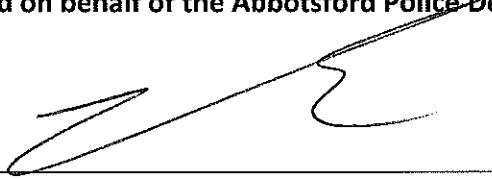


Craig Callens
Deputy Commissioner
Commanding Officer "E" Division
14200 Green Timbers Way
Mailstop #308
Surrey, BC V3T 6P3

2013 02 19

Date

Signed on behalf of the Abbotsford Police Department:



Len Goerke
Deputy Chief Constable - Administration
2838 Justice Way
Abbotsford BC V2T 3P5

130223

Date

Signed on behalf of the Central Saanich Police Service:



Paul Hames
Chief Constable
1903 Mt. Newton Cross Road
Saanichton BC V8M 2A9

Feb 12 / 2013

Date

Signed on behalf of the Delta Police Department:



Jim Cessford
Chief Constable
4455 Clarence Taylor Crescent
Delta BC V4K 3E1

18 March 2013

Date

Signed on behalf of the Nelson Police Department:

Wayne Holland CC #11 12/02/13 February 12, 2013

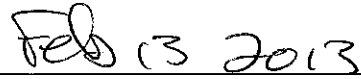
Wayne Holland
Chief Constable
606 Stanley Street
Nelson BC V1L 1N4

Date

Signed on behalf of the New Westminster Police Department:

A handwritten signature in black ink, appearing to be 'Dave Jones', written over a horizontal line.

Dave Jones
Chief Constable
555 Columbia Street
New Westminster BC V3L 1H9

A handwritten date 'Feb 13 2013' in black ink, written over a horizontal line.

Date

Signed on behalf of the Oak Bay Police Department:



Mark Fisher
Chief Constable
1709 Monterey Avenue
Victoria BC V8R 5V6



Date

**Signed on behalf of the Organized Crime Agency of British Columbia,
and the Combined Forces Special Enforcement Unit:**



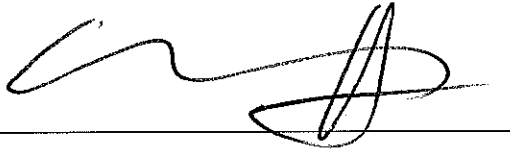
2013-03-07.

Dan Malo
Chief Officer, Organized Crime Agency
Of British Columbia
PO BOX 42529
New Westminster, BC V3M 6L7

Date

14200 Green Timbers Way
Mailstop #408
Surrey, BC V3T 6P3.

Signed on behalf of the Port Moody Police Department:



Chris Rattenbury
Acting Chief Constable
3051 St. John's Street
Port Moody BC V3H 2C4

2013-02-19

Date

Signed on behalf of the Saanich Police Department:

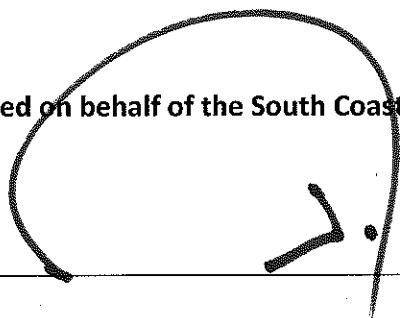
Michael Chadwick 307

Michael Chadwick
Chief Constable
760 Vernon Avenue
Saanich BC V8X 2W6

13 02 12.

Date

Signed on behalf of the South Coast British Columbia Transportation Authority Police Service:

A handwritten signature in black ink, consisting of a large, loopy 'D' followed by a stylized 'B' and a dot.

Neil Dubord
Chief Officer
307 Columbia Street
New Westminster BC V3L 1A7

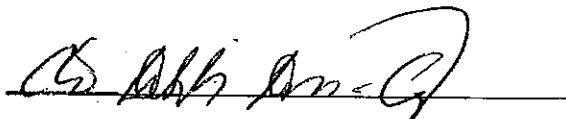
FEBRUARY 18, 2013

Date

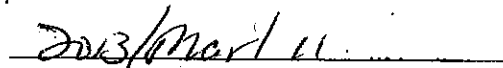
Mar. 11. 2013 11:57AM

No. 0300 P. 2

Signed on behalf of the Stl'at'imx Tribal Police:

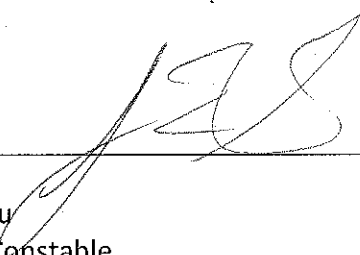


Chief Officer Deborah Doss-Cody
Stl'at'imx Tribal Police Service
879 Main Street
P.O Box 488
Lillooet BC V0K 1V0



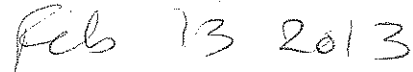
Date

Signed on behalf of the Vancouver Police Department:

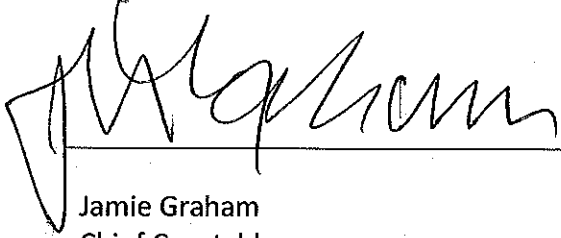


Jim Chu
Chief Constable
312 Main Street
Vancouver BC V6A 2T2

Date



Signed on behalf of the Victoria Police Department:

A handwritten signature in black ink, appearing to read 'J. Graham', written over a horizontal line.

Jamie Graham
Chief Constable
850 Caledonia Street
Victoria BC V8T 5J8

2013-2-12

Date

Signed on behalf of the West Vancouver Police Department:

A handwritten signature in black ink, appearing to read 'P. Lepine', written over a horizontal line.

Peter Lepine
Chief Constable
1330 Marine Drive
West Vancouver BC V7T 1B5

A handwritten date '2013 Feb 21' in black ink, written over a horizontal line.

Date