

MEMORANDUM OF UNDERSTANDING
RESPECTING INVESTIGATIONS

This Memorandum of Understanding is dated for reference February 18, 2014

BETWEEN:

**INDEPENDENT INVESTIGATIONS OFFICE
OF BRITISH COLUMBIA (IIO)**

Represented by the Chief Civilian Director (CCD)

AND:

**AGENCIES EMPLOYING SPECIAL PROVINCIAL CONSTABLES
DESIGNATED IN THE PROVINCE OF BRITISH COLUMBIA**

Represented by their respective SPC agency Heads

Contents

PURPOSES:	3
TERMS:	4
1. Definitions	4
2. Notification of the IIO	5
3. Incidents requiring notification of the IIO	6
4. IIO investigations and concurrent investigations	7
5. SPC agency liaison officers	8
6. Media relations	8
7. Scene security and preserving evidence	9
8. Scene examination and seizure of exhibits	9
9. Witness canvassing, video canvassing, and conflicts of interest	10
10. Costs of investigations	10
11. Forensic examination of exhibits and exhibit storage	11
12. Interviews of civilians, including civilian employees of SPC agencies	11
13. Notification of next-of-kin and notification of the Coroner	11
15. Limits on communication among involved officers	13
16. Scene reports / safety reports	14
17. SPCs to submit notes, reports, and data to IIO investigator	14
18. IIO interviews with witness SPCs	15
19. IIO interviews with subject SPCs	16
20. Access to records	17
21. Notices of claims	19
22. Dispute resolution and compliance	19
23. Implementation, amendment and withdrawal	20
24. Non-derogation terms	20
25. Notices and communications	21
26. Authorities	21

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PURPOSES:

- A. The IIO was established pursuant to the *Police Act* ("the 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" as defined in the Act, or for other investigations referred to in the Act.
- B. Special Provincial Constables designated in the Province of British Columbia and exercising their appointments, are within the definition of "officer" under the Act.
- C. The *Police Act* sections 38.09(1) and (2) require officers to notify the IIO of an incident that may fall within the jurisdiction of the IIO, and further require officers to secure the scene of the incident until an IIO investigator arrives on the scene.
- D. The *Police Act* section 38.101 requires officers to co-operate fully with IIO investigators and the Chief Civilian Director ("the CCD") in respect of the exercise of powers or the performance of duties under the Act by IIO investigators and the CCD.
- E. 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.

F. The IIO and all agencies employing Special Provincial Constables in the Province of British Columbia wish to cooperate with one another in order to facilitate unbiased, thorough, and timely investigations, and to that end they enter into this Memorandum of Understanding.

TERMS

THE PARTICIPANTS CONFIRM THE FOLLOWING TERMS:

1. Definitions

1.1 In this Memorandum of Understanding, unless the context otherwise requires, terms have 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*, have the meaning set out in this section:

"CCD" means:	Chief Civilian Director of the Independent Investigations Office
"forensic data":	includes but is not limited to data from cellular telephones, video recorders, vehicle data recording devices, and computers
"in-custody death" means:	death of a person who was detained by or was in the custody of an officer, or who was in the custody of an SPC agency
"involved officer" means:	an officer (including an SPC exercising his/her appointment) who was involved in or present during an incident that may be within the jurisdiction of the IIO, including subject SPCs and witness SPCs
"MOU" means:	this Memorandum of Understanding and any amendments thereto
"originating SPC agency" means:	an SPC agency that employs SPCs, from which records or information has originated
"participants" means:	the signatories to this MOU
"police officer" means:	a police officer of a police service
"police service" means:	the police forces defined in s.1.1(a)-(c) of the <i>Police Act</i> , and the Royal Canadian Mounted Police acting pursuant to s.14 of the <i>Police Act</i> having jurisdiction at the time and place

“related equipment” means: equipment of an SPC agency, other than firearms, intermediate weapons, or restraints

“SPC” means: Special Provincial Constables (SPCs) exercising their appointments, including police officers from outside of British Columbia who are designated as SPCs for the purposes of duties within British Columbia

“SPC agency” means: an SPC agency that employs or otherwise uses the services of Special Provincial Constables (“SPCs”) in the Province of British Columbia

“SPC agency head” means: the person with authority to enter into agreements on behalf of the SPC agency

“SPC agency manager” means: the person who administers the SPC programme for an SPC agency

“subject SPC”: has the meaning given in section 14 of this MOU

“witness SPC”: has the meaning given in section 14 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 SPC agency head shall designate a position that shall immediately notify the IIO and the police service upon recognition of any incident involving an SPC that may fall within the jurisdiction of the IIO pursuant to section 38.09(1) of the *Police Act*.

2.2 The SPC agency head 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 SPC agency head 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 SPC agency shall immediately notify the IIO and the police service whenever an SPC exercising his/her appointment is present at the scene of:

- (a) any incident where there is a reasonable belief that the presence, action, or decision of an SPC exercising his/her appointment
 - (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; or
- (b) any discharge of a firearm by an SPC exercising his/her appointment, where there is a reasonable belief that any person (including an SPC) may have been injured.

3.2 To ensure that the IIO is notified of incidents involving SPCs which fall within 3.1 above, SPC agencies shall make policies requiring SPCs who are involved in incidents to identify themselves as SPCs to police officers who attend incidents.

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 may 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 SPC 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 police and SPC agency investigations of civilian suspects, SPC agency internal investigations, and Coroner's investigations; and the IIO and SPC agencies 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 SPC agency involved in the case shall inform the CCD or his designate of any concurrent investigations being conducted by the SPC agency, including SPC agency 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 the scene.

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

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 the police service, or, by agreement, the SPC agency, and may remotely monitor scene examination or investigation.

5. SPC agency liaison officers

5.1 After the IIO asserts jurisdiction over an incident, whether or not an SPC agency is conducting any concurrent investigation, the SPC agency shall designate a person from the SPC agency to act as a liaison with the IIO, and the IIO shall designate an investigator who shall act as liaison with the SPC agency.

5.2 Disagreements regarding control of a scene that is subject to concurrent investigations may be resolved by the IIO investigator and the liaison people of all involved investigating agencies. If they are unable to resolve the dispute, it may be referred to the CCD and the SPC agency head.

6. Media relations

6.1 An SPC agency 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 shall give an involved SPC agency reasonable advance notice of IIO media statements. An SPC agency may advise the IIO 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 An SPC agency 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 preserving and protecting evidence relating to the incident (pursuant to section 38.09(2) of the *Police Act*) until the police service or the IIO takes over the scene, even if the SPC agency is not conducting any concurrent investigation.

7.2 When an IIO investigator takes over a scene, SPCs must remain at the scene if the IIO investigator requests assistance, even if the SPC agency is not conducting any concurrent investigation.

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

8. Scene examination and seizure of exhibits

8.1 Pursuant to s.38.09 and s.38.101 of the *Police Act*, and subject to all applicable law, the SPC agency liaison person or senior SPC at the scene who was not involved in or present during the incident shall direct the prompt delivery to the IIO - or the police service under the direction of the IIO - of evidence belonging to the SPC agency, including but not limited to:

- (a) an SPC's uniform or other clothing, with due regard for the SPC'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) an SPC agency vehicle or conveyance; and
- (d) without delay, any other perishable evidence.

8.2 [This paragraph was intentionally left blank.]

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

8.4 All exhibits not required for any concurrent investigations 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*, until IIO investigators or police arrive at the scene of the incident, the SPCs at the scene must take any lawful measures that appear to the SPCs to be necessary or expedient for the purposes of obtaining and preserving evidence relating to the matter including identification of witnesses or video-canvassing.

9.2 Where circumstances prevent the SPCs from preserving evidence, then the SPC agency shall communicate with the IIO as soon as such circumstances are foreseeable.

9.3 Prior to IIO arrival or as soon as practicable, the senior SPC or police officer at the scene who was not involved in or present during the incident shall canvass for and record conflicts of interest and potential conflicts of interest between involved officers, and officers who attend the scene. When an IIO investigator takes over a scene, the person who canvassed for conflicts of interest 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 relationship, and personal relationships between involved officers, SPCs and police officers who attend the scene. An SPC agency or 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

[This section was intentionally left blank.]

11. Forensic examination of exhibits and exhibit storage

11.1 [This paragraph was intentionally left blank.]

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. When the IIO does not have space or other resources to store a particular exhibit, upon IIO request an SPC agency shall provide, whenever practicable, adequate storage of the exhibit.

12. Interviews of civilians, including civilian employees of SPC agencies

12.1 An IIO investigator and the SPC agency liaison person 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 SPC agency liaison person 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 An SPC agency may provide interview rooms and recording equipment for use by the IIO if requested and if available, even if the SPC agency is not conducting any concurrent investigation.

12.4 SPC agencies 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 the Coroner

13.1 The IIO investigator or his or her designate shall have the responsibility of notifying the next-of-kin of anyone who has died in an incident of which the IIO is notified.

13.2 [This section was left blank intentionally.]

14. Designation of subject SPCs and witness SPCs

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

14.2 "Subject SPC" includes:

- (a) an SPC exercising his/her appointment, 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; or
- (b) an SPC exercising his/her appointment who has discharged a firearm, where there is a reasonable belief that any person (including an SPC) may have been injured by that discharge.

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

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

15. Limits on communication among involved officers

15.1 To prevent contamination of evidence, involved officers 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 labour representative;
- (e) obtaining health care for an SPC; or
- (f) any other purpose that is agreed upon by the IIO investigator and the SPC agency liaison person.

15.2 Before the arrival of an IIO investigator at a scene, the SPC agency liaison person or senior SPC who was not involved in or present during the incident shall, as soon as practicable, direct all involved SPCs 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, a police association representative, or a labour representative;
- (e) obtaining health care for an SPC; or
- (f) any other purpose that is agreed upon by the IIO investigator and the SPC agency liaison person.

15.3 An SPC agency shall take reasonable steps, in consultation with the IIO investigator, to ensure that involved SPCs do not discuss an incident with each other nor any other involved witness before they are interviewed by an IIO investigator. The SPC agency 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 SPC agency liaison person or senior SPC who was not involved in or present during the incident shall at the earliest opportunity compile the following information from involved SPCs, for purposes of ensuring public safety and the securing of evidence:

- (a) injuries to anyone;
- (b) status, location, and identity of subjects (SPCs, police, and civilians);
- (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 (SPCs, police, and civilians); and
- (g) name(s) of any person(s) with whom any involved officer has spoken since the incident.

16.2 All involved SPCs shall, whenever practicable, co-operate with the SPC agency liaison person's or senior SPC's collection of the information listed in section 16.1.

16.3 The SPC agency liaison person or senior SPC 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. SPCs to submit notes, reports, and data to IIO investigator

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

17.2 Witness SPCs 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 incident occurred, unless there are exceptional circumstances as determined by the IIO investigator.

17.3 Subject SPCs 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 SPC by any witnesses, by the end of the shift during which an incident occurred, unless there are exceptional circumstances as determined by the IIO investigator.

17.4 Subject SPCs 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 SPCs.

18. IIO interviews with witness SPCs

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

18.2 Unless otherwise determined by an IIO investigator in consultation with the SPC agency liaison person, a witness SPC shall participate in an interview with an IIO investigator:

- (a) before the end of the witness SPC's shift; or
- (b) if the IIO investigator agrees, within 24 hours of the SPC 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 SPCs shall answer the questions of IIO investigators.

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

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

19. IIO interviews with subject SPCs

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

19.2 If an SPC's designation changes from witness SPC to subject SPC, or from subject SPC to witness SPC, the IIO shall immediately advise the SPC, and shall subsequently advise the subject SPC and the SPC agency in writing.

19.3 IIO investigators shall seek to conduct video-recorded voluntary interviews with subject SPCs. Subject SPCs 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 SPC and shall provide the "Written Statement Caution" before accepting any written statement from a subject SPC. It is understood that the purposes of the Warning and Caution are:

- (a) to make clear that subject SPCs, unlike witness SPCs, are not compelled to say anything to IIO investigators; and
- (b) to make clear that subject SPCs' 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), 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), SPC agencies shall provide to an IIO investigator, upon request, the following records relating to an incident being investigated by the IIO:

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

20.2 An SPC agency 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 misconduct by an SPC such that the SPC agency may wish to take immediate action, the CCD shall inform the SPC agency head and shall provide 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 SPC agency, for the purpose of internal proceedings and any subsequent proceedings.

20.5 The IIO may refuse to disclose records or information to an SPC agency 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 federal or provincial 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 investigation results in charges under any federal or provincial statute, and if Crown Counsel requests from an SPC agency the disclosure of IIO records as relevant to the charges, then the SPC agency may request records from the IIO, and the IIO shall provide such records to the SPC agency, 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 SPC agency records as relevant to the charges, then the IIO may request records from the SPC agency, and the SPC agency shall provide such records to the IIO, subject to all applicable law.

20.7 The IIO and SPC agencies 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 SPC agency, 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 SPC agency head) 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 SPC agency 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 transfer any such request to the originating SPC agency, where authorized under s.11 of that Act;
- (g) subject to applicable law, immediately return to the originating SPC agency any records or information that have been erroneously disclosed; and
- (h) immediately notify each other (the CCD or the SPC agency head) if it is learned that inaccurate or potentially unreliable records or information may have been provided or received, and take all reasonable remedial actions.

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 SPC agency liaison person and the IIO investigator, or if a dispute is not resolved at that level, it may be referred to the CCD or his designate and to the SPC agency head or his/her designate.

22.2 If the CCD or the SPC agency head 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 SPC agency head or the SPC agency head 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 a 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 SPCs 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.

24. Non-derogation terms

24.1 Nothing in this MOU shall replace or amend any obligation imposed upon a participant by operation of statute or common law, including but not limited to the *Criminal Code* and the

Canadian Charter of Rights and Freedoms and applicable information access and privacy legislation.

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 SPC agencies in British Columbia under the authority of _____, 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 in to effect the applicable legislation.

26.1 This MOU is entered into by the British Columbia Ministry of Environment, Conservation Officer Service under the authority of s.135(1)(c) of the *Environmental Management Act*, to aid in the enforcement of the criminal law and the laws of British Columbia.

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



Richard Rosenthal
Chief Civilian Director
12th Floor, 13450 – 102nd Avenue
Surrey, BC V3T 5X3
604-586-5668

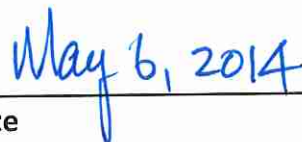
April 16, 2014

Date

Signed on behalf of Ministry of Children and Family Development,
Child Care Programs and Services Branch:



Arif Lalani
Executive Director
Suite 2 940 Blanchard Street
Victoria BC V8W 9E7
250 953 3118



Date

Signed on behalf of Ministry of Finance,
Gaming Policy & Enforcement Branch, Investigation Division:



Larry Vander Graaf
408 – 4603 Kingsway Avenue
Burnaby, BC V5H 4M4
604-660-0245

Date

19 April, 2014

Signed on behalf of Ministry of Finance,
Gaming Policy Enforcement Branch, Registration and Certification Division:



Len Meilleur
3rd Floor – 910 Government Street
Victoria, BC V8W 1X3
250-256-6320

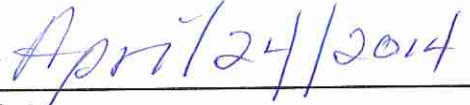
17 APR 2014

Date

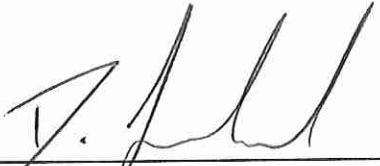
Signed on behalf of Ministry of Justice,
Liquor Control and Licensing Branch:



Bruce Edmundson
PO Box 9292 Stn Prov Govt
Victoria, BC V8W 9J8
250-387-9131


Date

Signed on behalf of Ministry of Environment,
Conservation Officer Service, Compliance Division:

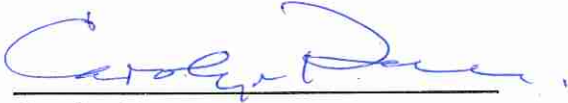


Doug Forsdick
PO Box 9376 Stn Prov Govt
Victoria, BC V8W 9M5
250-256-9234

MAY 23 / 2014

Date

Signed on behalf of Ministry of Finance,
Financial Institutions Commission, Investigative Services (FICOMBC):



Carolyn Rogers
Box 12116
2800 – 555 West Hastings Street
Vancouver, BC V6B 4N6
604-660-3555




Date

Signed on behalf of Ministry of Finance,
Special Investigations Unit, Revenue Programs Division:



Satish Perhar
101 – 10475 138th Street
Surrey, BC V3T 4K4
604-586-4172



Date

Signed on behalf of Ministry of Finance,
Risk Management Branch & Government Security Office

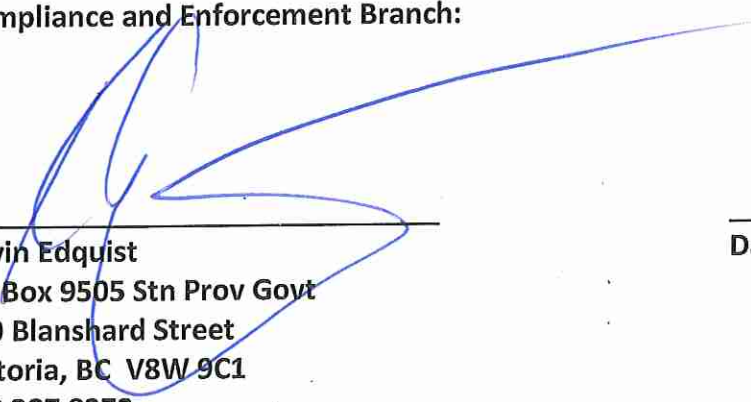


Phil Grewar
3rd Floor – 595 Pandora Avenue
Victoria, BC V8W 1N5
250-387-0521

140529

Date

Signed on behalf of Ministry of Forests, Land and Natural Resource Operations,
Compliance and Enforcement Branch:



Kevin Edquist
PO Box 9505 Stn Prov Govt
780 Blanshard Street
Victoria, BC V8W 9C1
250 387 8372

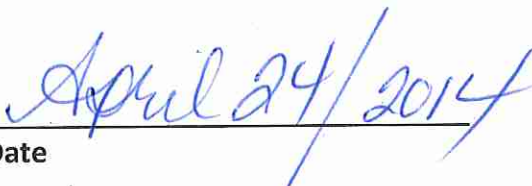
Date

April 23, 2014

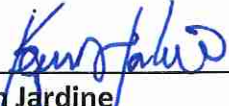
Signed on behalf of Ministry of Social Development and Social Innovation,
Prevention and Loss Management Services:



Kim Saastad
8th Floor – 614 Humboldt Street
PO Box 9930 Stn Prov Govt
Victoria, BC V8W 1A4
250-387-0397


Date

Signed on behalf of Ministry of Justice,
Court Services Branch, Sheriff Services Division:




Kevin Jardine
PO Box 9249 Stn Prov Govt
6th Floor— 850 Burdette Avenue
Victoria, BC V8W 9J2
250-356-9533

2014.04.23

Date


Signed on behalf of Ministry of Justice,
Intersection Safety Camera Unit:



Lisa Anderson
PO Box 9285 Stn Prov Govt
Victoria, BC V8W 9J7

May 28, 2014
Date

Signed on behalf of Ministry of Justice,
Police Services Branch:



Clayton Pecknold

PO Box 9285 Stn Prov Govt
Victoria, BC V8W 9J7
250-387-1792

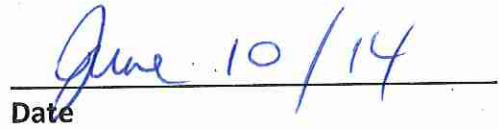
May 30/14

Date

Signed on behalf of Ministry of Justice,
Security Programs and Policing Technology:



Fraser Marshall
PO Box 9285 Stn Prov Govt
10th Floor – 1001 Douglas Street
Victoria, BC V8W 9J7
250-356-1504



Date

Signed on behalf of Office of the Legislative Assembly,
Sergeant-At-Arms:



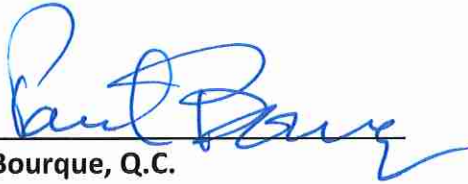
Gary Lenz
Room 218
Parliament Buildings
Victoria, BC V8V 1X4
250-387-1622

Date



May 21/2014

Signed on behalf of British Columbia Securities Commission:



Paul Bourque, Q.C.

Executive Director

British Columbia Securities Commission

12th Floor - 701 West Georgia Street

PO Box 10142 Pacific Centre

Vancouver, BC V9Y 1L2

604-899-6550

05/06/14

Date

Signed on behalf of BC Society for the Prevention of Cruelty to Animals:



Craig Daniell
1245 East 7th Avenue
Vancouver, BC V5T 1R1
604-681-7271

April 28, 2014

Date

Signed on behalf of Consumer Protection BC,
Business Practices & Consumer Protection Authority:



Shahid Noorani
209 – 4946 Canada Way
Burnaby, BC V5G 4H7
604-320-1667

2014.04.17

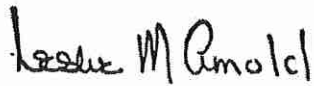
Date

**Signed on behalf of Competition Bureau,
Pacific Region:**

John Pecman
2124 – 300 West Georgia Street
Vancouver, BC V6B 6E1
604-666-2208

Date

Signed on behalf of Forensic Psychiatric Services Commission (FPSC):

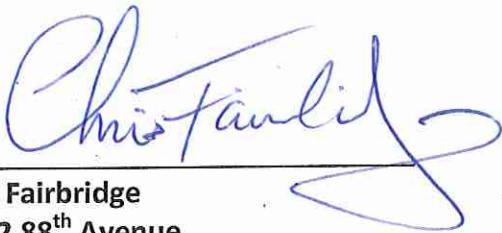


Leslie M. Arnold
c/o 4500 Oak Street
BC West Administration Offices
Shaughnessy Building
Vancouver, BC V6H 3N1
604-875-2643

June 23, 2014

Date

Signed on behalf of ICBC, Special Investigation Unit:



Chris Fairbridge
13072 88th Avenue
Surrey, BC V3W 3K3
604-525-5422

APRIL 28, 2014

Date

Signed on behalf of ICBC, Driver Licensing Integrity and Risk Management:



Ben Shotton
910 Government Street
Victoria, BC V8W 3Y8
250-414-7804

14 May 21
Date

Signed on behalf of Justice Institute of British Columbia:



Steve Schnitzer
715 McBride Boulevard
New Westminster, BC V3L 5T4
604-525-5422

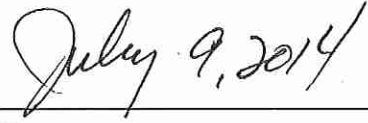
April 24, 2014

Date

Signed on behalf of WorkSafe BC:




Diana Miles
Chief Operating Officer
6951 Westminster Highway
Richmond, BC V7C 1C6
604-276-3190



Date

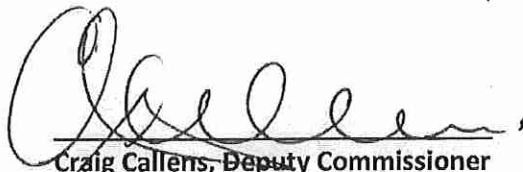
Signed on behalf of the South Coast British Columbia Transportation Authority Police Service:

JUL 04 2014



Doug Kelsey, Board Chair
TransLink Security Management Ltd.
#300-278 Nelson's Court
New Westminster, BC V3L 0E7
604-515-8300

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

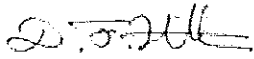


Craig Callens, Deputy Commissioner
Commanding Officer – "E" Division
14200 Green Timbers Way
Mailstop #308
Surrey, BC V3T 6P3
778-290-2503

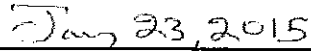
2014.07.04

Date

Signed on behalf of the Ministry of Health, Audit and Investigations Branch:



David Fairbotham, Executive Director
Audit and Investigations Branch
Ministry of Health
1515 Blanshard Street; PO BOX 9647 STN PROV
Victoria, BC V8W 9P4



Date