



November 29, 2016

I&P Unit Reference: 16-2783A

VIA EMAIL



Dear Sirs/Mesdames:

Re: Records Access Request

We are replying to your request for information that was received in our office on October 3, 2016. In that request, you sought access to two memoranda of understanding (MOUs) that relate to homicide investigation services between the Vancouver Police Department and two independent police departments.

We identified MOUs with the Port Moody Police Department and West Vancouver Police Department as responsive to your request, copies of which are enclosed.

If you have any questions, please contact the Information and Privacy Unit at (604) 717-3071 or by fax at (604) 606-2622.

Yours truly,

Civilian Analyst (VA9426)
Information and Privacy Unit
/sw

Dated for reference 05 January, 2011.

**POLICING ASSISTANCE SERVICES AND SECONDMENT AGREEMENT
RESPECTING INVESTIGATIONS
OF HOMICIDES AND SPECIFIED MAJOR INCIDENTS**

BETWEEN:

The VANCOUVER POLICE DEPARTMENT
(as represented by its Chief Constable);

AND:

The PORT MOODY POLICE DEPARTMENT
(as represented its Chief Constable)

WHEREAS the Vancouver Police Department possesses specialized resources for investigating homicides and other serious incidents;

WHEREAS the Port Moody Police Department wishes to employ the specialized resources of the Vancouver Police Department; and

WHEREAS section 68 of the *Police Act*, R.S.B.C. 1996, c. 367, as amended, provides that the provincial police force, a municipal police department or a designated policing unit must, on receiving a request for temporary assistance made by another police force, police department, or designated policing unit, assign to the requesting police force, police department or designated policing unit the officers and equipment practicable to assign for the purpose, with the police force, police department or designated policing unit that requests and receives assistance being responsible for all costs of that assistance;

WHEREAS section 38(1) of the *Police Act*, R.S.B.C. 1996, c. 367, as amended, provides that a municipal constable or a special municipal constable has jurisdiction throughout British Columbia while carrying out the powers, duties, privileges and responsibilities that a police constable or peace officer is entitled or required to exercise or carry out at law or under any Act;

THEREFORE, for the consideration set out in this agreement, and other valuable consideration, the sufficiency of which both parties acknowledge, the parties agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement:

"Chief Constable" includes a Chief Constable's delegate or designate.

"Investigation" means an investigation into a Specified Incident.

"Member" means a police officer employed by the VPD or the PMPD, as the case may be.

"Officer in Charge" means the commissioned officer of the VPD commanding the Major Crime Section.

"Police Officer" means a person holding an appointment as a constable under the *Police Act*, R.S.B.C. 1996, C. 376, as amended, or any subsequent constituting enactment;

"Seconded Member" means the member of the PMPD who is seconded to the VPD in accordance with article 5.

"Specified Incident" means any incident that appears to have occurred, in whole or in part, within the boundaries of the City of Port Moody, and appears to involve:

- (1) a murder;
- (2) an attempted murder where death is imminent;
- (3) a sudden death under suspicious circumstances
- (4) a death of a person while in the custody of the PMPD;
- (5) a PMPD officer-involved shooting resulting in injury to, or the death of, a person; and
- (6) Any other circumstance agreed to by both the Chief Constables of the VPD and the PMPD.

"VPD" means the Vancouver Police Department, a duly constituted municipal police force under the *Police Act*, R.S.B.C. 1996, C. 376, as amended, or under any subsequent constituting enactment;

"VPD Duty Officer" means the Inspectors assigned to the positions of Duty Officers.

"PMPD" means the Port Moody Police Department, a duly constituted municipal police force under the *Police Act*, R.S.B.C. 1996, C. 376, as amended, or under any subsequent constituting enactment; and

"PMPD Duty Officer" means the Inspectors assigned to the positions of Duty Officers.

2.0 OBLIGATIONS OF VPD

2.1 The PMPD Duty Officer may notify the VPD Duty Officer of any incident that appears to be a Specified Incident, and, where so notified, the VPD Duty Officers will then refer the matter to the on-duty VPD Homicide Unit Sergeant.

2.2 Once the VPD Duty Officer has been notified in accordance with section 2.1, the VPD must assume responsibility for investigating the Specified Incident, including without limitation collecting evidence, preparing the case for presentation to Crown counsel, and providing all supports required by Crown counsel in the course of prosecuting resultant charges.

2.3 Notification in accordance with this article may be given by any means, including orally, but notification given orally must be confirmed in writing (which may include written electronic means) at the PMPD Duty Officer's earliest convenience.

2.4 Where the agreement of the Chief Constables is required in order to establish an incident as a Specified Incident, that agreement may be made orally, but must be confirmed in writing (which may include written electronic means) at the VPD Chief Constable's earliest convenience.

2.5 The Officer in Charge must report to the Chief Constable of the PMPD respecting a Specified Incident in the same manner as the Officer in Charge would report to the Chief Constable of the VPD if the incident had occurred within the City of Vancouver. This section does not limit or restrict the ability of the Officer in Charge to provide information about the Specified Incident to the Chief Constable of the VPD.

2.6 The Officer in Charge must take direction from the Chief Constable of the PMPD, provided that such direction does not conflict with the professional assessment by the Officer in Charge, as to the investigative courses of action to be pursued, nor with the rules, policies and procedures of the VPD. Any conflict regarding the direction provided by the Chief Constable of the PMPD is to be resolved in the first instance between the Chief Constable of the PMPD and the VPD Deputy Chief Constable, Investigation Division, and otherwise referred to the Chief Constables of the PMPD and the VPD.

2.7 Notwithstanding section 2.6, the VPD retains the right to set priorities for the unit that investigates Specified Incidents.

3.0 NOTIFICATION OF OTHER AGENCIES

3.1 Subject to paragraph 3.2, where it appears to an investigator or the Officer in Charge that another government agency should be advised of the Specified Incident, the investigator or Officer in Charge must notify the PMPD Duty Officer, and the PMPD Duty Officer will be responsible for advising the other agency.

3.2 Before recommending charges to Crown counsel, following the investigation of a Specified Incident, and swearing Information, the investigator or the Officer in Charge must consult with the Chief Constable of the PMPD.

3.3 The Chief Constable of the PMPD remains the Discipline Authority in respect of any alleged discipline defaults that may have been committed by a PMPD Member who is the subject of an Investigation. The Officer in Charge must report to the Chief Constable of the PMPD any facts or allegations that might give rise to a complaint under Part 9 of the *Police Act*.

3.4 The Officer in Charge may take corrective measures consistent with the training and ordinary efficiency of the Major Crime Unit in circumstances where the Seconded Member exhibits deficiencies that are performance in nature, and where the Seconded Member is not performing their duties according to Vancouver Police Department standards and procedures

4.0 RECORDS

4.1 In this section "Records" includes

(1) all documentary evidence, photographs, diagrams, and witness statements collected by investigators; and

(2) all notes, reports, and analyses prepared by investigators or experts retained by them.

4.2 All Records of investigations of Specified Incidents must be maintained by the VPD in the same manner as it maintains records of similar incidents it investigates.

4.3 A member of the PMPD of the rank of Inspector or higher may, at any time, request that a named member of the PMPD be given access to, or copies of, records relating to an investigation of a Specified Incident. Upon receipt of such a request, the VPD must allow full and liberal access to the Records, and deliver copies of them to the PMPD as soon as practicable.

4.4 Section 4.3 does not apply to information that may reveal the identity of a confidential informant.

4.5 If the investigation concerns an act or omission of an officer of the PMPD, access to the Records must not be given to that officer except through ordinary channels governing disclosure of documents in civil, criminal, or *Police Act* proceedings.

5.0 OBLIGATIONS OF THE PMPD

5.1 The PMPD shall second one member of the PMPD to the VPD for a period of three years commencing [DATE] and ending [DATE] (the "Secondment Period"). The

secondment period is extendable upon agreement by both parties.

5.2 The purpose of the secondment is for the Seconded Member to receive training in investigating homicides and other serious offences during the Secondment Period.

5.3 During the Secondment Period, the VPD must assign the Seconded Member to a VPD unit responsible for investigating homicides. Such assignment shall not result in a loss of opportunity for regular VPD members to be assigned to investigate homicides.

5.4 Where the Seconded Member is available to participate in the investigation of a Specified Incident, the Officer in Charge should assign the Seconded Member to the investigation of the Specified Incident.

5.5 During the Secondment Period, the Officer in Charge, or his designate, shall assign duties to the Seconded Member.

5.6 During the Secondment Period, the PMPD shall pay the Seconded Member's salary and benefits in accordance with the rules, policies and procedures of the PMPD.

5.7 During the Secondment Period, the PMPD shall also pay the costs of any overtime incurred by the Seconded Member, up to a maximum overtime cost of \$24,000 per year.

5.8 The VPD agrees to compensate the PMPD for the costs of overtime incurred by the Seconded member above the maximum cost of \$24,000 per year. Such compensation shall not reduce the money that is available for overtime pay for regular VPD members, nor shall the overtime incurred by the Seconded Member reduce the amount of overtime hours available to regular VPD members.

5.9 The rules, policies and procedures of the PMPD will determine the length of leave that the Seconded Member is entitled to during the Secondment Period. The Officer in Charge must approve the scheduling of leave for the Seconded Member in accordance with the requirements of the VPD unit to which the Seconded Member is attached.

5.10 Notwithstanding the termination provisions in section 7 of this Agreement, the Chief Constable of the VPD may veto, or at any time terminate without prior notice to the PMPD, any secondment, with or without cause, and without specifying his or her reasons for that decision. In such a case the PMPD may second a new member to the VPD for the balance of the Secondment Period.

5.11 The VPD and PMPD may renew the secondment for a further period of one year, at the end of each Secondment Period.

5.12 The PMPD must pay the VPD the sum of \$30,000, in each year that this agreement is in effect, payable on or before 30 days following the signing of this agreement and each anniversary date thereof.

6.0 DISPUTE RESOLUTION

6.1 If a dispute arises from the interpretation of this agreement, or from any act or omission of either party in carrying out the agreement, that cannot be resolved informally between the Parties, resolution of the dispute shall be governed by the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55.

6.2 Notwithstanding section 6.1, nothing in this Agreement precludes the parties from pursuing enforcement of any term of this Agreement and any associated remedies in a court of competent jurisdiction.

7.0 RELEASE AND INDEMNITY

7.1 The provisions of this section are IN FAVOUR OF the VPD and the officers, employees, members and police personnel of the Vancouver Police Board (the "VPD Members") and the City of Vancouver (the "City") and its officials, officers, employees and representatives (the "City's Personnel").

7.2 Subject to section 7.3, and in consideration of the VPD and the City agreeing to a) allow VPD Members to participate in the investigation and prosecution of a Specified Incident in accordance with this Agreement, on behalf of or under the direction, supervision, control or command of the VPD or the PMPD,; and b) any Seconded Member to participate in, provide or perform any policing work or services of any nature or kind whatsoever, on behalf of or under the direction, supervision, control or command of the VPD, the PMPD covenants and agrees to release, save harmless and indemnify the VPD, the VPD Members, the City and the City's Personnel from any and all costs, losses, indirect or consequential damages, claims, demands, expenses (including legal expenses), fines, causes of actions, suits, judgments, penalties and legal obligations of whatsoever kind or nature (herein defined as "Losses") suffered or incurred by or made against the PMPD or by any person, firm or corporation against the VPD, the VPD Members, the City or any of the City's Personnel or which are paid, suffered or incurred by the VPD, the VPD Members, the City or any of the City's Personnel, arising out of or in connection with any actions of VPD Members assigned to investigate, and subsequently assist the Crown in the prosecution of, a Specified Incident, and any actions of a Seconded Member while assigned to the VPD, and in particular:

- i. the carrying out of any obligations of the VPD or the PMPD under the terms of this Agreement, any Policing Services provided or performed by the VPD or any VPD Members for, on behalf of, to or together with the PMPD pursuant to this Agreement, and more specifically

- ii. any personal injury, death or damage arising out of the VPD, any VPD Member and any Seconded Member performing police work or services pursuant to this Agreement, whether performing that work under the sole or joint direction of, supervision of or the authority or command of the VPD or the PMPD;
- iii. any acts or omissions of the VPD, any VPD Members or any Seconded Member in connection to the performance or failure to perform any obligations under this Agreement.

7.3 PMPD's obligation to release, save harmless, and indemnify the persons and entities described in paragraph 7.2 does not apply where the loss or injury was caused by an act or omission by a member of the VPD, or an employee or officer of the City, that constitutes:

- i. gross negligence or recklessness; or
- ii. a discipline default contrary to the Code of Professional Conduct Regulation where the corrective or disciplinary measures imposed included suspension, demotion or dismissal or;
- iii. an offence under an enactment of the government of Canada, or British Columbia, of which the member was convicted except where the member was acting in good faith.

8.0 TERMINATION

8.1 This agreement may be terminated by either party by giving the other party 120 days written notice.

8.2 If the VPD terminates the agreement with an effective date less than one year after receiving the most recent payment of \$30,000, it shall reimburse the PMPD an amount prorated to the one year anniversary of the most recent payment.

9.0 GENERAL

9.1 **Amendments** No amendment of this agreement will be valid or binding unless it is agreed to in writing by both parties.

9.2 **Survival** The provisions concerning dispute resolution, and release and indemnification will survive the termination of this agreement.

9.3 **Severability** If any provision of this agreement is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or

part thereof shall be severable from this agreement and the remainder of this agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had never formed part of this agreement.

9.4 Further Assurances Each party agrees to take all such actions and execute all such documents within its power as may be necessary or desirable to carry out or implement and give full effect to the provisions and intent of this agreement.

9.5 Waivers No waiver of any right of a party will be effective unless in writing executed by the party against whom such waiver, consent or approval is sought to be enforced, and then any such waiver, consent or approval will be effective only in the specific instance and for the specific purpose given.

9.6 Counterparts This agreement may be executed in one or more counterparts which, when taken together, will constitute execution of this agreement.

9.7 Police Act This Agreement is not intended to conflict with the *Police Act*, R.S.B.C. 1996, c. 367, but confirms and may provide the parties with powers and duties that do not conflict with the *Police Act*.

10.0 NOTICES

10.1 Any notice, direction or other communication required to be given in writing under this agreement must be in writing and will be sufficiently given if it is delivered or faxed as follows:

Notices to the PMPD will be addressed as follows:

Port Moody Police Department

Attention: Chief Constable
3051 St. Johns Street
Port Moody, BC
V3H-2C4
Fax: 604-937-1314

Notices to VPD will be addressed as follows:

Vancouver Police Department


Attention: Chief Constable
2120 Main Street
Vancouver, BC
V5Z-4N6
Fax: 604-717-2964

10.2 Any notice, direction or other communication given in accordance with this section will be deemed to have been given or made and to have been received (i) if delivered, on the date of delivery; or (ii) if telecopied, on the date of sending; provided that if the date of delivery or sending is not a Business Day then such notice, direction or other communication will be deemed to have been given or made on the first Business Day following the date of such delivery or sending.

10.3 Each party to this Agreement may change its address or facsimile machine number for notice by giving notice to the other parties to this Agreement in the manner provided in this section.

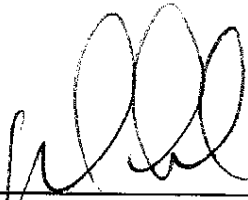
IN WITNESS WHEREOF the parties have executed this legally binding Agreement.

By the Port Moody Police Department, on the 6th day of January, 2011.



Chief Constable Brad Parker

By the Vancouver Police Department, on the 6 day of January, 2011.

 DCC1314

Chief Constable James Chu

FILE COPY



March 22, 2013

By Fax: 604-937-1314

Chris Rattenbury
Acting Chief Constable
Port Moody Police Department
3051 St. Johns Street
Port Moody, BC
V3H 2C4

Dear Chris,

Re: Policing Assistance Services and Secondment Agreement Respecting Investigations of Homicides and Specified Major Incidents (the "Agreement") dated January 5, 2011 between the Vancouver Police Department ("VPD") and Port Moody Police Department ("PMPD")

On behalf of the VPD, I would like to thank you for the PMPD's assistance with the investigation of "Specific Incidents" commenced under the Agreement over the last two years. When we entered into the Agreement, neither party could have anticipated the significant increase in "Specified Incidents" compared with past years in Port Moody. Accordingly, the VPD has elected to terminate the Agreement.

Pursuant to Section 8.1 of the Agreement, the VPD is now giving the PMPD written notice that the VPD is exercising its right to terminate the Agreement, effective 120 days from the date of this letter. Please accept this as formal written notice that the Agreement will terminate on July 20, 2013.

We look forward to meeting with you to discuss a mutually agreeable arrangement of services and secondments for the four currently active "Specified Incidents."

Yours truly,

Adam Palmer
A/Chief Constable
Vancouver Police Department

Dated for reference December 7, 2009

**POLICING ASSISTANCE SERVICES AND SECONDMENT AGREEMENT
RESPECTING INVESTIGATIONS
OF HOMICIDES AND SPECIFIED MAJOR INCIDENTS**

BETWEEN:

THE VANCOUVER POLICE DEPARTMENT
(as represented by its Chief Constable);

AND:

The WEST VANCOUVER POLICE DEPARTMENT
(as represented by its Chief Constable)

WHEREAS the Vancouver Police Department possesses specialized resources for investigating homicides and other serious incidents;

WHEREAS the West Vancouver Police Department wishes to employ the specialized resources of the Vancouver Police Department; and

WHEREAS section 68 of the *Police Act*, R.S.B.C. 1996, c. 367, as amended, provides that a municipal police department must, on receiving a request for temporary assistance made by another police department, assign to the requesting department the officers and equipment practicable to assign for the purpose, with the police that requests and receives assistance being responsible for all costs of that assistance;

WHEREAS section 38(1) of the *Police Act*, R.S.B.C. 1996, c. 367, as amended, provides that municipal constables have, while carrying out the duties of their appointment, jurisdiction throughout British Columbia to exercise and carry out the powers, duties, privileges and responsibilities that a police constable or peace officer is entitled or required to exercise or carry out at law or under an enactment;

THEREFORE, for the consideration set out in this agreement, and other valuable consideration, the sufficiency of which both parties acknowledge, the parties agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement:

"Chief Constable" includes a Chief Constable's delegate or designate.

"Investigation" means an investigation into a Specified Incident.

"Member" means a police officer employed by the VPD or the WVPD, as the case may be.

“Officer in Charge” means the commissioned officer of the VPD commanding the Major Crime Section.

“Police Officer” means a person holding an appointment as a constable under the *Police Act*, R.S.B.C. 1996, c. 376, as amended, or any subsequent constituting enactment.

“Seconded Member” means the member of the WVPD who is temporarily assigned to the VPD in accordance with article 5.

“Specified Incident” means any incident that appears to have occurred, in whole or in part, within the boundaries of the District of West Vancouver, and appears to involve:

- (1) a murder,
- (2) an attempted murder where death is imminent,¹
- (3) a sudden death under suspicious circumstances,
- (4) a death of a person while in the custody of the WVPD,
- (5) a WVPD officer-involved shooting resulting in injury to, or the death of, a person, and
- (6) any other circumstance agreed to by both the Chief Constables of the VPD and the WVPD.

“VPD” means the Vancouver Police Department, a duly constituted municipal police force under the *Police Act*, R.S.B.C. 1996, c. 376, as amended, or under any subsequent constituting enactment.

“VPD Duty Officer” means the Inspectors assigned to the positions of Duty Officers.

“WVPD” means the West Vancouver Police Department, a duly constituted municipal police force under the *Police Act*, R.S.B.C. 1996, c. 376, as amended, or under any subsequent constituting enactment.

“WVPD Duty Officer” means the Inspectors assigned to the positions of Duty Officers.

2.0 OBLIGATIONS OF VPD

2.1 The WVPD Duty Officer may notify the VPD Duty Officer of any incident that appears to be a Specified Incident, and, where so notified, the VPD Duty Officers will then refer the matter to the on-duty VPD Homicide Squad Sergeant.

2.2 Once the VPD Duty Officer has been notified in accordance with section 2.1, the VPD must assume responsibility for investigating the Specified Incident, including without limitation collecting evidence, preparing the case for presentation to Crown counsel, and providing all support required by Crown counsel in the course of prosecuting resultant charges.

¹ In the case of an incident involving an attempted murder, where it becomes clear that the victim will not succumb to his/her injury, the VPD in consultation with the WVPD may transfer responsibility of the investigation from the VPD to the WVPD.

2.3 Notification in accordance with this article may be given by any means, including orally, but notification given orally must be confirmed in writing (which may include written electronic means) at the WVPD Duty Officer's earliest convenience.

2.4 Where the agreement of the Chief Constables is required in order to establish an incident as a Specified Incident, that agreement may be made orally, but must be confirmed in writing (which may include written electronic means) at the VPD Chief Constable's earliest convenience.

2.5. The Officer in Charge must report to the Chief Constable of the WVPD respecting a Specified Incident in the same manner as the Officer in Charge would report to the Chief Constable of the VPD if the incident had occurred within the City of Vancouver. This section does not limit or restrict the ability of the Officer in Charge to provide information about the Specified Incident to the Chief Constable of the VPD.

2.6 The Officer in Charge must take direction from the Chief Constable of the WVPD, provided that such direction does not conflict with the professional assessment by the Officer in Charge, as to the investigative courses of action to be pursued, nor with the rules, policies and procedures of the VPD. Any conflict regarding the direction provided by the Chief Constable of the WVPD is to be resolved in the first instance between the Chief Constable of the WVPD and the VPD Deputy Chief Constable, Investigation Division, and otherwise referred to the Chief Constables of the WVPD and the VPD.

2.7. Notwithstanding section 2.6, the VPD retains the right to set priorities for the unit that investigates Specified Incidents.

3.0 NOTIFICATION OF OTHER AGENCIES

3.1 Subject to paragraph 3.2, where it appears to an investigator or the Officer in Charge that another government agency should be advised of the Specified Incident, the investigator or Officer in Charge must notify the WVPD Duty Officer, and the WVPD Duty Officer will be responsible for advising the other agency, unless other arrangements are mutually agreed to.

3.2 Following the investigation of a Specified Incident, and before recommending charges to Crown counsel, the investigator or the Officer in Charge must consult with the Chief Constable of the WVPD, unless other arrangements are mutually agreed to.

3.3 The Chief Constable of the WVPD remains the Discipline Authority in respect of any alleged discipline defaults that may have been committed by a WVPD Member who is the subject of an Investigation. The Officer in Charge must report to the Chief Constable of the WVPD any facts or allegations that might give rise to a complaint under Part 9 of the *Police Act*.

3.4 The Officer in Charge may take corrective measures consistent with the training and ordinary efficiency of the Major Crime Unit in circumstances where the Seconded Member

exhibits deficiencies that are performance in nature, and where the Seconded Member is not performing their duties according to Vancouver Police Department standards and procedures

4.0 RECORDS

4.1 In this section "Records" includes

- (1) all documentary evidence, photographs, diagrams, and witness statements collected by investigators; and
- (2) all notes, reports, and analyses prepared by investigators or experts retained by them.

4.2 All Records of investigations of Specified Incidents must be maintained by the VPD in the same manner as it maintains records of similar incidents it investigates.

4.3 A member of the WVPD of the rank of Inspector or higher may, at any time, request that a named member of the WVPD be given access to, or copies of, records relating to an investigation of a Specified Incident. Upon receipt of such a request, the VPD must allow full and liberal access to the Records, and deliver copies of them to the WVPD as soon as practicable.

4.4 Section 4.3 does not apply to information that may reveal the identity of a confidential informant.

4.5 If the investigation concerns an act or omission of an officer of the WVPD, access to the Records must not be given to that officer except through ordinary channels governing disclosure of documents in civil, criminal, or *Police Act* proceedings.

5.0 OBLIGATIONS OF THE WVPD

5.1 The WVPD shall second one member of the WVPD to the VPD for a period of one year commencing [DATE] and ending [DATE] (the "Secondment Period").

5.2 The purpose of the secondment is for the Seconded Member to receive training in investigating homicides and other serious offences during the Secondment Period.

5.3 During the Secondment Period, the VPD must assign the Seconded Member to a VPD unit responsible for investigating homicides. Such assignment shall not result in a loss of opportunity for regular VPD members to be assigned to investigate homicides.

5.4 Where the Seconded Member is available to participate in the investigation of a Specified Incident, the Officer in Charge should assign the Seconded Member to the investigation of the Specified Incident.

5.5 During the Secondment Period, the Officer in Charge, or his designate, shall assign duties to the Seconded Member.

5.6 During the Secondment Period, the WCPD shall pay the Seconded Member's salary and benefits in accordance with the rules, policies and procedures of the WVPD.

5.7 During the Secondment Period, the WVPD shall also pay the costs of any overtime incurred by the Seconded Member, up to a maximum overtime cost of \$24,000.

5.8 The VPD agrees to compensate the WVPD for the costs of overtime incurred by the Seconded member above the maximum cost of \$24,000. Such compensation shall not reduce the money that is available for overtime pay for regular VPD members, nor shall the overtime incurred by the Seconded Member reduce the amount of overtime hours available to regular VPD members.

5.9 The rules, policies and procedures of the WVPD will determine the length of leave that the Seconded Member is entitled to during the Secondment Period. The Officer in Charge must approve the scheduling of leave for the Seconded Member in accordance with the requirements of the VPD unit to which the Seconded Member is attached.

5.10 Notwithstanding the termination provisions in section 7 of this Agreement, the Chief Constable of the VPD may veto, or at any time terminate without prior notice to the WVPD, any secondment, with or without cause, and without specifying his or her reasons for that decision. In such a case the WVPD may second a new member to the VPD for the balance of the Secondment Period.

5.11 The VPD and WVPD may renew the secondment for a further period of one year, at the end of each Secondment Period.

5.12 The WVPD must pay the VPD the sum of \$60,000, in each year that this agreement is in effect, payable on or before 30 days following the signing of this agreement and each anniversary date thereof.

6.0 DISPUTE RESOLUTION

6.1 If a dispute arises from the interpretation of this agreement, or from any act or omission of either party in carrying out the agreement, that cannot be resolved informally between the Parties, resolution of the dispute shall be governed by the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55.

7.0 RELEASE AND INDEMNITY

7.1 The provisions of this section are IN FAVOUR OF the VPD and the officers, employees, members and police personnel of the Vancouver Police Board (the "VPD Members") and the City of Vancouver (the "City") and its officials, officers, employees and representatives (the "City's Personnel").

7.2 Subject to section 7.3, and in consideration of the VPD and the City agreeing to a) allow

VPD Members to participate in the investigation and prosecution of a Specified Incident in accordance with this Agreement, on behalf of or under the direction, supervision, control or command of the VPD or the WVPD; and b) any Seconded Member to participate in, provide or perform any policing work or services of any nature or kind whatsoever, on behalf of or under the direction, supervision, control or command of the VPD, the WVPD covenants and agrees to release, save harmless and indemnify the VPD, the VPD Members, the City and the City's Personnel from any and all costs, losses, indirect or consequential damages, claims, demands, expenses (including legal expenses), fines, causes of actions, suits, judgements, penalties and legal obligations of whatsoever kind or nature (herein defined as "Losses") suffered or incurred by or made against the WVPD or by any person, firm or corporation against the VPD, the VPD Members, the City or any of the City's Personnel or which are paid, suffered or incurred by the VPD, the VPD Members, the City or any of the City's Personnel, arising out of or in connection with any actions of VPD Members assigned to investigate, and subsequently assist the Crown in the prosecution of, a Specified Incident, and any actions of a Seconded Member while assigned to the VPD, and in particular:

- i. the carrying out of any obligations of the VPD or the WVPD under the terms of this Agreement, any Policing Services provided or performed by the VPD or any VPD Members for, on behalf of, to or together with the WVPD pursuant to this Agreement, and more specifically
- ii. any personal injury, death or damage arising out of the VPD, any VPD Member and any Seconded Member performing police work or services pursuant to this Agreement, whether performing that work under the sole or joint direction of, supervision of or the authority or command of the VPD or the WVPD;
- iii. any acts or omissions of the VPD, any VPD Members or any Seconded Member in connection to the performance or failure to perform any obligations under this Agreement.

7.3 WVPD's obligation to release, save harmless, and indemnify the persons and entities described in paragraph 7.2 does not apply where the loss or injury was caused by an act or omission by a member of the VPD, or an employee or officer of the City, that constitutes:

- i. gross negligence or recklessness; or
- ii. a discipline default contrary to the Code of Professional Conduct Regulation where the corrective or disciplinary measures imposed included suspension, demotion or dismissal or;
- iii. an offence under an enactment of the government of Canada, or British Columbia, of which the member was convicted

except where the member was acting in good faith.

8 TERMINATION

8.1 This agreement may be terminated by either party by giving the other party 120 days written notice.

8.2 If the VPD terminates the agreement with an effective date less than one year after receiving the most recent payment of \$60,000, it shall reimburse the WVPD an amount prorated to the one year anniversary of the most recent payment.

9 GENERAL

9.1 *Amendments* = No amendment of this agreement will be valid or binding unless it is agreed to in writing by both parties.

9.2 *Survival* = The provisions concerning dispute resolution, and release and indemnification will survive the termination of this agreement.

9.3 *Severability* = If any provision of this agreement is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this agreement and the remainder of this agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had never formed part of this agreement.

9.4 *Further Assurances* = Each party agrees to take all such actions and execute all such documents within its power as may be necessary or desirable to carry out or implement and give full effect to the provisions and intent of this agreement.

9.5 *Waivers* = No waiver of any right of a party will be effective unless in writing executed by the party against whom such waiver, consent or approval is sought to be enforced, and then any such waiver, consent or approval will be effective only in the specific instance and for the specific purpose given.

9.6 *Counterparts* = This agreement may be executed in one or more counterparts which, when taken together, will constitute execution of this agreement.

9.7 *Police Act* = This Agreement is not intended to conflict with the *Police Act*, R.S.B.C. 1996, c. 367, but confirms and may provide the parties with powers and duties that do not conflict with the *Police Act*.

10 NOTICES

10.1 Any notice, direction or other communication required to be given in writing under this agreement must be in writing and will be sufficiently given if it is delivered or faxed as follows:

Notices to the WVPD will be addressed as follows:

West Vancouver Police Department

Attention: Chief Constable
1330 Marine Dr.
West Vancouver, BC
V7T 1B5

Fax: 604-925-5938

Notices to VPD will be addressed as follows:

Vancouver Police Department

Attention: Chief Constable
312 Main St.
Vancouver, BC
V6A2T2


Fax: 604-665-3454

10.2 Any notice, direction or other communication given in accordance with this section will be deemed to have been given or made and to have been received (i) if delivered, on the date of delivery; or (ii) if telecopied, on the date of sending; provided that if the date of delivery or sending is not a Business Day then such notice, direction or other communication will be deemed to have been given or made on the first Business Day following the date of such delivery or sending.

10.3 Each party to this Agreement may change its address or facsimile machine number for notice by giving notice to the other parties to this Agreement in the manner provided in this section.


IN WITNESS WHEREOF the parties have executed this legally binding Agreement.

By the West Vancouver Police Department, on the 4th day of December, 2009.



Chief Constable Peter A. Lepine

By the Vancouver Police Department, on the 15th day of DECEMBER, 2009



Chief Constable James Chu



Len Goerke
Chief Constable

WEST VANCOUVER POLICE DEPARTMENT

1330 Marine Drive, West Vancouver, British Columbia V7T 1B5 Telephone 604.925.7300 Fax 604.925.5938 wvpd.ca

October 21, 2015

Chief Constable Adam Palmer
Vancouver Police Department
2120 Cambie Street
Vancouver, BC V5Z 4N6

Dear Chief Constable Palmer:

Adam

As you know, there is an agreement in place between our departments related to the investigation of homicides and attempted homicides, *Policing Assistance Services and Secondment Agreement Respecting Investigations of Homicides and Specified Major Incidents*, whereby the Vancouver Police Department (VPD) provides the West Vancouver Police Department (WVPD) with homicide investigation services.

The agreement, dated December 7, 2009, went through a recent review. The VPD has proposed revisions that appropriately place the financial risk of major homicide investigation on the WVPD.

As stipulated in the agreement, the WVPD is providing you with 120 days notice of our intention to withdraw from this agreement.

I want to personally thank you and all VPD members who have worked on a WVPD file, or with one of our embedded members, for the exceptional service your department has provided us over the last six years of this agreement. It is a partnership that has benefited the WVPD.

Sincerely yours,

Len Goerke
Chief Constable

Copy WVPD Board