

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF THE ATTORNEY GENERAL

AND

THE VANCOUVER POLICE DEPARTMENT

AND

THE ROYAL CANADIAN MOUNTED POLICE, "E" DIVISION

RESPECTING

THE UNSOLVED HOMICIDE UNIT

BETWEEN:

THE MINISTRY OF THE ATTORNEY GENERAL, VANCOUVER
REGIONAL CROWN COUNSEL

(hereinafter referred to as the "CC")

AND:

THE VANCOUVER POLICE DEPARTMENT
AS REPRESENTED BY THE CHIEF CONSTABLE

(hereinafter referred to as the "VPD")

AND:

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

(hereinafter referred to as the "RCMP")

WHEREAS:

- A. The carrying out of investigations of unsolved homicides is time consuming and resource intensive;
- B. Statistics indicate there are in excess of 500 unsolved homicides in the Province and that suspects are known in approximately 200 of the cases. The existing police investigators are generally consumed with current investigations leaving limits on time available for old homicides;
- C. There is a need for additional resources and for greater coordination between various police forces/departments and crown counsel to improve the efficiency of service to the public on homicide investigations;

- D. To this end the RCMP, VPD, and CC, have agreed to contribute additional resources to enhance unsolved homicide investigations via a multi organizational unit on the terms and conditions hereinafter set forth.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.00 ORGANIZATION AND MEMBERSHIP

1.01 A multi organizational unit known as the UNSOLVED HOMICIDE UNIT (UHU) will be established and housed on RCMP premises within the structure of the "E" Division Headquarters Major Crime Section as per organizational chart attached as appendix "A".

1.02 The membership of the UHU will be comprised of:

- a) 16 RCMP officers;
- b) 4 VPD officers;
- c) 1 CC;
- d) 2 Public Service employees.

The parties may from time to time vary the aggregate number and level of their respective members on the UHU provided always that any such variation will not adversely affect its proper operation.

1.03 The RCMP will appoint a unit manager (S/Sgt.) to supervise the activities of the UHU, including the administrative support comprising the unit.

1.04 The UHU will consist of three RCMP investigative teams and one VPD investigative team with a sergeant in charge of each team.

1.05 The UHU may from time to time accept temporary secondments from other police forces. The officers will be assigned under the discretion of the unit manager.

1.06 The RCMP, VPD and CC will establish an advisory board (the Advisory Board) to facilitate cooperation and open communication among the parties on any matter relating to the administration of the Memorandum of Understanding and to review and assess the operation of the UHU. The Advisory Board will meet as required and at least annually for this purpose and each party will designate a senior employee as a member thereof.

2.00 **DUTIES AND RESPONSIBILITIES**

2.01 The unit manager will be responsible to:

- a) assume day-to-day oversight of the UHU operations;
- b) schedule and monitor working hours, overtime and all other matters related to the supervision of the UHU peace officers and administrative support;
- c) keep the Advisory Board (as defined in Sec. 1.06) informed and up to date of the progress and activities of the UHU;
- d) establish operational investigational priorities for files being investigated by the UHU.
- e) prepare and supply a quarterly report covering both operational and administrative aspects of the UHU. The report will be forwarded to the designated members of the advisory board.

2.02 The VPD team will be responsible for all VPD files and will concentrate on those files.

2.03 The RCMP teams will be responsible for all RCMP files and any other Municipal (outside of Vancouver) file that is selected for investigation. The RCMP team will establish a suitable operational working relationship when working on a file with a police department other than the VPD.

- 2.04 The VPD will assist the RCMP on their files when required.
- 2.05 The RCMP will assist the VPD on their files when required.
- 2.06 Under the direction of the Director of Criminal Appeals and Special Prosecutions of the Attorney General, the CC member of the UHU will provide legal services and advice to peace officers and other members comprising the unit concerning all legal aspects relative to the investigation of homicides. The CC member will also perform the following duties:
- a) familiarize themselves with the operations of the peace officers and other members of the UHU;
 - b) attend meetings with the peace officers or other members of the UHU where the presence of a legal advisor would be desirable;
 - c) provide an on-call advisory service to the peace officers of the UHU;
 - d) review the initial drafts of preliminary court applications for warrants, affidavits, and other documentation as and when required;
 - e) keep abreast of developments in law and police relevant to homicide investigations and advise UHU members of developments which might affect them.
 - f) act as the coordinator for the Ministry of the Attorney General to assure publication bans are sought to protect sensitive investigative techniques employed by the UHU.

3.00 ADMINISTRATIVE SUPPORT SERVICES AND OPERATING EXPENSES

- 3.01 The UHU will be funded largely by the RCMP through monies funded to it from the Provincial Government.

3.02 Without limiting the generality of 3.01,

- a) The RCMP will provide compensation for two members supplied by the VPD, to a maximum of \$80,000.00 average per person per annum on a presentation of quarterly billings. The compensation referred to is based on current collective agreements and is subject to renegotiation as changes are made to the collective agreement. The compensation does not include overtime or operative and maintenance expenses.
- b) The RCMP will provide to the UHU and be responsible for all operating costs with regard to:
 - i) all administrative support services including the forensic, secretarial, and clerical staff reasonably required to fulfill the duties and responsibilities of the UHU;
 - ii) reasonable and proper accommodation;
 - iii) office furniture and security materials and facilities including safes, metal cabinets, locking devices;
 - iv) photocopy equipment, printing materials and supplies;
 - v) dictating and telecommunication equipment;
 - vi) generally all necessary office materials, supplies and equipment.

3.03 All peace officers, both RCMP and VPD, may process for payment all operating and maintenance expenses through the RCMP Financial Services and Supply Section. At the end of each fiscal year, being the 1st day of April each year, the RCMP will seek recovery from VPD for 50% of the expenses incurred by the VPD. VPD expenses are calculated according to the VPD Collective Agreement.

3.04 All overtime claimed by the VPD members assigned to the UHU will be paid to them direct by the VPD. At the end of each fiscal year, being the 1st day of April each year, the VPD will seek recovery of 50% of overtime paid or banked from the RCMP.

4.00 **MOTOR VEHICLES**

4.01 The RCMP and the VPD will share in the use of police motor vehicles in carrying out the operations of the UHU. Subject to applicable RCMP and VPD policy, police motor vehicles owned or leased by the RCMP or VPD and operating by peace officers of the UHU will not be used for any other purpose.

4.02 The RCMP will at all times supply one police vehicle to the VPD team. The VPD will at all times supply one vehicle to the VPD team.

4.03 The RCMP will permit the VPD members of the UHU to drive RCMP motor vehicles provided the following conditions are satisfied:

- a) the VPD provides to the RCMP proof of automobile liability insurance coverage covering the City of Vancouver, VPD and its members for third party liability arising out of the use and operation of RCMP owned or leased motor vehicles;
- b) if damage to an RCMP owned or leased motor vehicle occurs while such motor vehicle is being operated by a VPD member of the UHU, then any such damage will be reported immediately to the RCMP and the City of Vancouver will accept responsibility for repairing the RCMP motor vehicle, provided that the RCMP agrees to take all reasonable steps to recover the cost of any such damage from any responsible third party and to reimburse the City of Vancouver for the same; and
- c) where third party liability or vehicle damage as described in paragraph (a) above results from the negligence of the RCMP due to the fault, defect or improper maintenance of the police motor

vehicle or other causes unrelated to the driver, the RCMP will bear responsibility for all resultant damages, claims or third party liability.

4.04 The VPD will permit members of the RCMP to drive VPD vehicles provided the following conditions are satisfied:

- a) if damage to a VPD vehicle occurs while such motor vehicle is being operated by an RCMP member of the UHU and the driver is found to be at fault, the RCMP will take responsibility for repairing the VPD vehicle;
- b) where the third party liability or vehicle damage results from the negligence of the VPD due to the fault, defect or improper maintenance of the police motor vehicle or other causes unrelated to the driver, the City of Vancouver will bear responsibility for all resultant damages, claims or third party liability.

5.00 **WITNESS/SOURCE PROTECTION**

The VPD team may utilize the RCMP Witness/Source Unit to administrate matters involving sources and witnesses. Provided the witness/source meets established policy criteria, any costs related to source/witness protection or relocation relative to a VPD investigation will be paid for by the VPD.

6.00 **CONFIDENTIALITY**

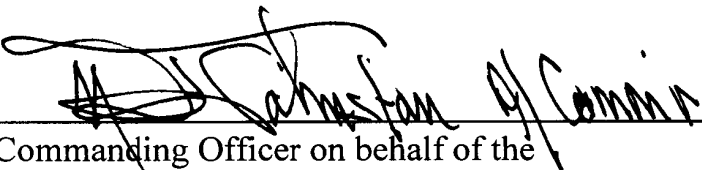
6.01 All information and documentation provided, collected, delivered to or compiled by or on behalf of the members of the UHU in the performance of their duties and responsibilities will be dealt with subject to and in accordance with the *Access to Information Act*, R.S.C. 1985 c. A-1 and by the provisions of the *Freedom of Information Act*, of the Province of British Columbia.

7.00 **GENERAL**

7.01 This Memorandum of Understanding may be amended from time to time with the written mutual consent of the parties.

7.02 The VPD may at any time after formation of the UHU and upon providing the RCMP with 90 days written notice, elect to terminate their participation in the UHU.

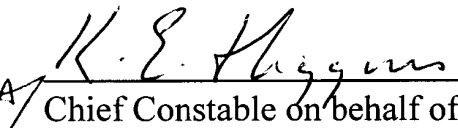
IN WITNESS WHEREOF this Memorandum of Understanding has been executed in the City of Vancouver in the Province of British Columbia.



 Commanding Officer on behalf of the
 Royal Canadian Mounted Police
 "E" Division

97-07-17

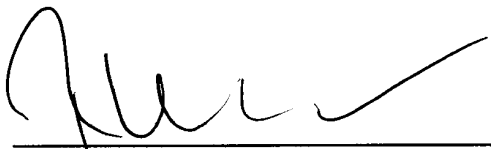
 Date



 Chief Constable on behalf of the
 Vancouver Police Department

July 3 1997

 Date



 Director of Criminal Appeals and Special Prosecutions
 Ministry of the Attorney General
 Province of British Columbia

July 30/97

 Date