

**TRAFFIC AND ROAD SAFETY LAW ENFORCEMENT FUNDING  
MEMORANDUM OF UNDERSTANDING  
EXTENSION AND AMENDMENT**

This AGREEMENT is dated for reference April 1, 2015

BETWEEN:

**INSURANCE CORPORATION OF BRITISH COLUMBIA,**  
151 West Esplanade Street  
North Vancouver, British Columbia  
V7M 3H9

("ICBC")

AND:

**GOVERNMENT OF BRITISH COLUMBIA, AS REPRESENTED BY  
THE MINISTER OF JUSTICE AND ATTORNEY GENERAL**  
Province of British Columbia  
PO Box 9285 Stn Prov Govt  
10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, British Columbia  
V8W 2C5

("JAG")

**WHEREAS**

- A. ICBC and JAG entered into the TRAFFIC AND ROAD SAFETY LAW ENFORCEMENT FUNDING MEMORANDUM OF UNDERSTANDING dated April 1, 2012, with a term ending on March 31, 2015 (the "2012 MOU").
- B. The 2012 MOU provided that it could be extended for an additional period of two years and amended provided that the parties agreed and the Chair of the Treasury Board approves.
- C. The parties have agreed to extend the term of the 2012 MOU to March 31, 2017 and to amend some of its terms effective April 1, 2015 so that the provisions of this Extension MOU apply to the extended term of the 2012 MOU.
- D. The Chair of the Treasury Board has approved the extension and amendments of the 2012 MOU as set out herein.

**THEREFORE** the parties agree as follows:

**INTERPRETATION**

1. In this Memorandum of Understanding (MOU) terms defined in the 2102 MOU will have the same meaning in this MOU and each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

“Program” means, for the Extended Term, the JAG’s Traffic and Road Safety Law Enforcement Program which is comprised of the elements set out in Schedule “C”.

“Extended Term” means the term as set in paragraph 15 of this MOU and any extensions under paragraph 16.

2. All of the provisions of the 2012 MOU apply to the Extended Term and the 2012 MOU as extended and amended by this MOU is ratified and confirmed.
3. To the extent that any orders, decisions or directions of the British Columbia Utilities Commission (BCUC) made pursuant to its jurisdiction with respect to ICBC under Part 2 of the *Insurance Corporation Act*, and any obligations that ICBC may have under the foregoing legislation affect ICBC’s obligations or performance under this MOU, this MOU is amended to the extent necessary to reflect such orders, decisions or directions.
4. Subject to the terms and conditions of this MOU, ICBC agrees to make payment (the “Payments”) to JAG for the Program in accordance with provisions of this MOU.
5. JAG agrees to spend the Payments for the sole purpose of implementing the Program.
6. Prior to the start of each Fiscal Year during the Extended Term, JAG will prepare and deliver an Operational Plan for the Program to the Governance Council. JAG will consult the Governance Council during the development of the Operational Plan and provide a final copy of the plan to ICBC.
7. Subject to paragraphs 4, 6, 8, 9, 10 and 12, ICBC will pay JAG for the actual Program costs up to the maximum amounts as follows:
  - (a) For the Fiscal Year 2015/2016, the sum of \$25,488,988 less the amount ICBC spends for the Fiscal Year on Publicity for the Program and for equipment and office space for the Integrated Traffic Camera Unit, and

- (b) For the Fiscal Year 2016/2017, the sum of \$25,843,338 less the amount ICBC spends for the Fiscal Year on Publicity for the Program and for equipment and office space for the Integrated Traffic Camera Unit.
- 8. Subject to paragraph 9, ICBC will make Payments for each Fiscal Year quarter as follows:
  - (a) First quarter payable on June 30
  - (b) Second quarter payable on September 30
  - (c) Third quarter payable on December 31
  - (d) Final quarter payable on March 31
- 9. JAG will advise ICBC of the actual Program costs by providing financial management reports:
  - (a) for the 2015/2016 Fiscal Year by September 15, 2016, and
  - (b) for the 2016/2017 Fiscal Year by September 15, 2017.

If the Payments made by ICBC:

  - (c) for the 2015/2016 Fiscal Year, exceed the actual Program costs, ICBC will deduct the difference from its September 30, 2016 instalment, and
  - (d) for the 2016/2017 Fiscal Year exceed the actual Program costs, JAG will reimburse ICBC the difference by September 30, 2017.
- 10. During the Extended Term JAG will provide a financial report to ICBC containing the detailed information described in Schedule "A" to this MOU with respect to the actual amounts spent by JAG on the Program for each Fiscal Year quarter as follows:
  - (a) first quarter financial report by September 30,
  - (b) second quarter financial report by December 31,
  - (c) third quarter financial report by April 30,
  - (d) final financial report by June 30,
- 11. During the Extended Term ICBC will provide JAG with quarterly updates to the Traffic Accident System at no cost and will make reasonable efforts to accommodate additional requests for information in a timely manner. All current policy and procedures for access to this system currently in place between ICBC and Police in the province will continue without change, unless agreed to by the parties.
- 12. During the Extended Term ICBC will develop and pay the costs of all public awareness and advertising campaigns (the "Publicity") to publicize the Program, but will not release any Publicity without the prior approval of JAG. JAG, with input from ICBC, will determine the Publicity budget for each Fiscal Year.

13. During the Extended Term JAG will prepare quarterly statistical reports for the Governance Council in accordance with Schedule "B" to this MOU or as otherwise determined by the parties based on Program delivery within 60 days of the previous quarter and provide a copy to ICBC. JAG will also prepare an annual report on the Program for the Minister by September 30<sup>th</sup> of the following calendar year for distribution to the public and ICBC.
14. JAG will - continue to maintain the Governance Council and Road Safety Advisory Committee, which will continue to include representatives from JAG, the Police and ICBC.
15. Despite the date this MOU is signed, the Extended Term of the 2012 MOU is for 24 months commencing as of April 1, 2015 and ending March 31, 2017.
16. Subject to paragraph 19 of the 2012 MOU, in the event the parties wish to extend this MOU beyond the Extended Term in paragraph 15,
  - (a) the parties agree:
    - i. by May 31, 2015 to develop a terms of reference for a forward looking review of traffic services, including the Integrated Road Safety Units (IRSU) and RCMP Enhanced Road Safety Enforcement Initiative (ERSEI)/Independent Police Agency Counterattack overtime, approved by Governance Council, and
    - ii. by March 31, 2016 to complete the forward looking review of traffic services, including the Integrated Road Safety Units (IRSU) and RCMP Enhanced Road Safety Enforcement Initiative (ERSEI)/Independent Police Agency Counterattack overtime, to identify the best method of delivering traffic enforcement, approved by Governance Council
    - iii. that ICBC will cover the cost of conducting the forward-looking review separate from MOU funding.
  - (b) based on completion of the forward looking review listed in sub-paragraph (a), ICBC's President & CEO, in consultation with the Deputy Solicitor General, JAG, will determine future funding.

17. Section 20 of the 2012 MOU is replaced with the following:


20. Any notice, invoice or Payment that is required by this MOU to be given by one party to another, will be given in writing and delivered by person, courier or registered mail as follows:

To JAG:  
Clayton Pecknold  
Assistant Deputy Minister and  
Director of Police Services  
Policing and Security Programs  
10<sup>th</sup> Floor, 1001 Douglas Street  
Victoria, BC V8W 2C5

To ICBC:  
Lindsay Matthews  
Director, Communications,  
Stakeholder Engagement, & Road  
Safety  
151 West Esplanade Street  
North Vancouver, BC V7M 3H9

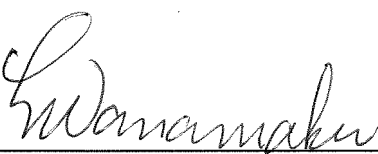
The parties have caused this extension and amendment of the 2012 MOU to be signed by their duly authorized representatives as of the date first set out above.

For ICBC:

*For*   
\_\_\_\_\_  
Mark Blucher  
President and CEO  
Insurance Corporation of British Columbia

*May 12, 2015*  
\_\_\_\_\_  
Date

For JAG:

  
\_\_\_\_\_  
Lori Wanamaker  
Deputy Solicitor General  
Ministry of Justice

*May 22, 2015.*  
\_\_\_\_\_  
Date

## SCHEDULE A

### Content of Quarterly Financial Reports

1. For each of the following:
  - Police Services' Road Safety Unit (PSDRSU)
  - Intersection Safety Camera Program
  - RCMP Headquarters Administration
  - Integrated Road Safety Unit (one section for each IRSU)
  - Enhanced Road Safety Enforcement Initiative

Show the actual expenditures incurred for:

- Compensation
  - BCACP Traffic Safety Committee Administration (PSDRSU only)
  - Enhanced Police Training (PSDRSU only)
  - Purchased equipment
  - Special Project
  - Travel
  - Professional Services
  - Building Operating Expenses
  - Other General Expenses
  - TOTAL
2. Other Policing Expenses
    - Actual expenses incurred
    - TOTAL
  3. Average FTE Count compared to planned amount for each function described above.

Show the quarterly actual expenses versus the planned year to date amount.

Show the forecast for the yearly program expenditures.

## SCHEDULE B

1. Information for each enforcement unit (Provincial or Municipal) relating to the total number of tickets, warnings and charges laid, organized by:
  - month in which activity was carried out
  - total number of officers and/or hours involved in carrying out related enforcement
  - the following offence types rolled up into categories 1 through 25 (**note**: some categories are specific to unit):
    - Intersection
      - Disobey traffic light
      - Fail to stop
      - Fail to yield
      - Improper right/left turn infractions
      - Other intersections
    - Speeding – unsafe speed
      - Speeding construction zone
      - Speeding excessive
      - Speeding general
      - Speeding-playground
      - Speeding-school zone
      - Speeding-too fast for conditions
    - Speeding – excessive (**IRSU only**)
    - Speeding – excessive vehicle impound
    - Seatbelt
      - Booster seat
      - Child restraints
      - Defective/removed
      - Seatbelt general
    - Alcohol ADP
      - Alcohol ADP without impaired charge
    - Alcohol – impaired charge
      - Alcohol – ADP with impaired charge
      - Alcohol-Chg impaired/ over/ refusal
    - Alcohol – 24 hour prohibition
    - Commercial vehicle
      - By-pass weight scale
      - Commercial – CVE inspection
      - Commercial – Log/pre-trip
    - Criminal interdiction
      - Criminal Code
      - Criminal Code – Cash seized
      - Criminal Code property seized
      - Criminal Code weapons seized
      - Drug-Chg possession
      - Drug-Chg trafficking

- Drug-No case seizure
- Drug-Other
- Drug investigation-cash seized
- Drug investigation-property seized
- Drug investigation-weapons seized
- Other Fed Act – cash seized
- Other Fed Act – property seized
- Other Fed Act – weapons seized
- Vehicle defect (**ERSEI only**)
- Drugs – Impaired charge
  - Drug – ADP with Impaired charge
  - Drug-ADP without impaired charge
  - Drug- Chg impaired/over/refusal
- Drugs – 24 hour prohibition
- IRP – 3 day prohibition without vehicle impound
- IRP – 3 day prohibition with vehicle impound
- IRP – 7 day prohibition without vehicle impound
- IRP – 7 day prohibition with vehicle impound
- IRP – 30 day prohibition
- IRP – 90 day prohibition fail
- IRP – 90 day prohibition refuse
- Use of electronic device
- Other Criminal Code (**ERSEI only**)
- Other moving (**ERSEI only**)
- Other non-moving (**ERSEI only**)
- Other (**IRSU only**)
  - Alcohol-Chg other
  - Alcohol-Chg Provincial
  - Backing when unsafe
  - Breath test (not ASD)
  - Defects on vehicle
  - DRE
  - Driving without due care
  - Drug-Chg provincial
  - Follow too closely
  - HOV lane infraction
  - Inadequate/defective tires
  - Inadequate brakes
  - License-Chg general
  - License-Chg learner
  - License-Chg no license
  - License-Chg no license VI
  - License Chg novice
  - License chg prohibition/suspension
  - License drive contrary to restrictions
  - License drive contrary to restrictions VI



- License serve prohibition notice
- License vehicle impoundment
- License wrong class driver's license
- Load securement
- Motorcycle
- Motorcycle
- Moving-general
- Moving prohibition
- No/expired permit/license
- No helmet
- No insurance
- No lights
- Other (moving)
- Other description
- Other Fed Statute
- Other Prov Statute
- Overload
- Race-VI
- SFST
- Stunt-VI
- Unknown
- Unsafe lane change
- Unsafe passing
- Unsafe turn
- Vehicle-general
- Vehicle license/registration

## SCHEDULE C

This Schedule sets out the elements comprising the enhanced traffic and road safety law enforcement activities in the Program. Setting out the elements does not imply a commitment by ICBC to fund the Program beyond the amounts set out in the MOU or for a duration longer than the term of the MOU.

The elements are as follows:

### 1.0 Initiatives

- 1.1 **Integrated Road Safety Units (IRSU):** the IRSU initiative currently consists of 19 integrated enforcement units (with combined RCMP and independent municipal police membership) based throughout the province dedicated to reducing injuries and fatalities due to crashes through enhanced traffic enforcement. They are an enhancement to regular baseline police traffic enforcement. The MOU funds the operations of these units, including personnel, equipment, and related administrative costs.
- 1.2 **Integrated Municipal Provincial Auto Crime Team (IMPACT) & Bait Car:** IMPACT is an integrated, enhanced enforcement initiative focused on reducing the incidence of auto crime throughout BC. The MOU funds the operations of this unit, including personnel, equipment, and related administrative costs.
- 1.3 **The Integrated Traffic Camera Unit (ITCU):** The ITCU operates the Intersection Safety Camera Program. This program uses fixed camera technology at strategically targeted intersections throughout BC to identify and ticket drivers who run red lights, with the goal of reducing serious injuries and fatalities. The parts of the ITCU that this MOU funds are the costs associated with technical enforcement officers and facility leasing costs (ICBC directly funds camera equipment and manages ticket processing administration).
- 1.4 **RCMP Enhanced Road Safety Enforcement Initiative (ERSEI)/Independent Police Agency Counterattack overtime:** The MOU funds, when the budget permits, overtime costs for both the RCMP and independent municipal police agencies to support special or periodic enhanced traffic enforcement projects. Those projects primarily involve impaired driving campaigns but can also include other types of enforcement (e.g., speeding, occupant restraints, intersection safety, etc.).

## 2.0 Support Initiatives

- 2.1 Road Safety Unit (RSU):** The RSU manages the Program on behalf of the Ministry of Justice, providing policy direction and financial oversight. It conducts program evaluations, develops operations plans and annual reports, and compiles and delivers all statistical reports related to the MOU. The MOU funds the operations of this unit, including personnel and administrative costs. Through the RSU, the MOU also provides funding to and secretariat support for executive and general meetings of the BC Association of Chiefs of Police Traffic Safety Committee.
- 2.2 Enforcement programs publicity:** As provided for in paragraph 12 of this MOU, no more than \$400,000 of the annual Program budget is directed towards media initiatives that promote enhanced enforcement campaigns. ICBC manages these initiatives, augmenting this MOU amount with additional funds it provides directly each year.
- 2.3 Training:** The MOU provides funding to the BC Justice Institute for some specialized enhanced traffic-related training for independent municipal police officers assigned to an IRSU. The courses funded primarily include basic traffic accident reconstruction and the use of breathalysers.

