

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

This AGREEMENT is dated for reference April 1, 2017

BETWEEN:

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

("ICBC")

AND:

**GOVERNMENT OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER
OF PUBLIC SAFETY AND SOLICITOR GENERAL**
Province of British Columbia
PO Box 9285, Stn Prov Govt
Victoria, BC V8W 9J7

("MPSSG")

WHEREAS

- A. ICBC and the Government of British Columbia, as represented by the Minister of Public Safety and Solicitor General entered into TRAFFIC AND ROAD SAFETY LAW ENFORCEMENT FUNDING MEMORANDUM OF UNDERSTANDING dated December 2, 2003, January 1, 2009, January 1, 2010, April 1, 2012 and April 1 2015.
- B. ICBC and MPSSG agreed to continue their partnership for road safety by entering into a new memorandum of understanding for enhanced traffic enforcement focussing on the leading causes of crashes that result in injuries or fatalities (e.g. distracted driving, high risk driving behaviours at intersections, impaired driving, speeding, etc.) and in alignment with the BC Road Safety Strategy, 2015, as amended from time to time.

THEREFORE the parties agree as follows:

INTERPRETATION

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

"Governance Council" means the governance council set up in accordance with paragraph 14.

“Fiscal Year” means the period beginning on April 1 in any calendar year and ending on March 31 in the next calendar year.

“Operational Plan” means the plan developed in accordance with paragraph 6.

“Police”, means the Royal Canadian Mounted Police “E” Division and municipal police departments listed in Section 1.1 of the *Police Act*, R.S.B.C. 1996, c. 367.

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

“Traffic Accident System” (TAS) means the compilation and maintenance of information on all traffic collisions in the province that are reported by the Police, using the Traffic Accident Police Investigation Report (MV6020).

“Term” means the term as set in paragraph 17 of this MOU and any extensions under paragraph 18.

“Working Group” means the working group set up in accordance with paragraph 15.

2. Nothing in this MOU shall be interpreted as limiting in any way the jurisdiction, authority and responsibilities of MPSSG in respect to policing and law enforcement in the Province of British Columbia, under any applicable federal or provincial statutes, or at common law. Nothing in this MOU is intended, or shall be interpreted, as conferring on ICBC policing or law enforcement authority, or the authority to direct police in operational matters.
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:
 - (a) a direction being given to the BCUC by regulation effective for the term of this MOU and any extensions of this MOU where the BCUC must ensure that ICBC is permitted to collect sufficient revenue to recover, as part of its basic insurance premiums, the amounts payable by ICBC under this MOU; and
 - (b) the terms and conditions of this MOU,

ICBC agrees to make payment (the “Payments”) to MPSSG for the Program in accordance with provisions of this MOU.

5. MPSSG agrees to spend the Payments for the sole purpose of implementing the Program.

6. Prior to the start of each Fiscal Year, MPSSG will prepare and deliver an Operational Plan for the Program to the Governance Council. MPSSG 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 MPSSG for the actual Program costs up to the maximum amounts as follows:
 - (a) For the Fiscal Year 2017/2018, the sum of \$22,144,359 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. MPSSG will advise ICBC of the actual Program costs by providing financial management reports:
 - a) for the 2017/18 Fiscal Year by September 15, 2018,

If the Payments made by ICBC

 - b) for the 2017/18 Fiscal Year exceed the actual Program costs, MPSSG will reimburse ICBC the difference by September 30, 2018.
10. During the Term, MPSSG 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 MPSSG 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 Term, ICBC will provide MPSSG 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 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 MPSSG. MPSSG, with input from ICBC, will determine the Publicity budget for each calendar year.
13. During the Term, MPSSG 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. MPSSG will also prepare an annual report on the Program for the Minister by September 30th of the following calendar year for distribution to the public and ICBC.
14. MPSSG will continue to maintain the Governance Council which will continue to include representatives from MPSSG, the Police and ICBC.
15. By May 31, 2017, MPSSG will establish a Working Group which will include representatives from MPSSG, the Police and ICBC.
16. The parties agree to establish the terms of reference and the roles and responsibilities of the Working Group to be approved by Governance Council by June 30th, 2017.
17. Despite the date this MOU is signed, the term of this MOU is for 12 months commencing as of April 1, 2017 and ending March 31, 2018 with an option to renew for one year in accordance with paragraph 18.
18. Subject to paragraph 20, in the event the parties wish to extend this MOU beyond the term in paragraph 17, the parties agree:
 - (a) that by December 31, 2017, a detailed assessment of the recommendations of the Enhanced Traffic Enforcement Program (ETEP) Forward-Looking review will be completed, including a detailed roadmap and implementation plan for these recommendations. This will be led by MPSSG and supported by the Working Group referenced in Section 15 and may include implementation of recommendations within the Term of the MOU as supported by Governance Council.
 - (b) based on completion of the assessment, roadmap and implementation plan listed in sub-paragraph (a), ICBC's President & CEO, in consultation with the Deputy Solicitor General, MPSSG, will determine the amount of funding approved for the fiscal year 2018/19.
19. This MOU may be amended at any time, provided that all such amendments are in writing and duly signed by the parties.
20. Any amendment, new agreement or extension to this MOU beyond March 31, 2018 must be approved by the Chair of Treasury Board prior to the parties signing an amendment, a new agreement or extension to this MOU.

21. 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:

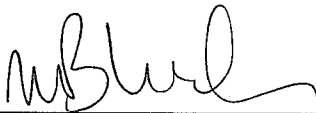
To MPSSG:
Clayton Pecknold
Assistant Deputy Minister and
Director of Police Services
Policing and Security Programs
10th Floor, 1001 Douglas St
Victoria, BC V8W 9J7

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

22. In the event that an issue arises with respect to the interpretation of this MOU, or in the event that an issue arises which is not covered by this MOU, the issue will be referred first to the Assistant Deputy Minister and Director of Police Services, Policing and Security Programs, MPSSG and the Director, Road Safety ICBC for resolution. Should the issue remain unresolved the issue will be referred to Deputy Solicitor General, MPSSG and the President and CEO, ICBC for resolution.

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

For ICBC:



Mark Blucher
President and CEO
Insurance Corporation of British Columbia

March 14, 2017

Date

For MPSSG:



Mark Sieben
Deputy Solicitor General
Ministry of Public Safety and Solicitor General

March 14, 2017

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

Information for each Integrated Road Safety Unit (IRSU), as well as enforcement conducted under the MOU-supported Enhanced Road Safety Initiative (ERSEI) relating to the total number of tickets, warnings, actions 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 24 (*note*: some categories are specific to unit):
 1. Intersection
 - Disobey traffic light
 - Fail to stop
 - Fail to yield
 - Improper right/left turn infractions
 - Other intersection infractions
 2. Speeding – unsafe speed
 - Speeding-construction zone
 - Speeding-playground
 - Speeding-school zone
 - Speeding-relative to conditions
 - Speeding general
 3. Speeding – excessive vehicle impound
 4. Seatbelt
 - Booster seat
 - Child restraints
 - Defective/removed
 - Seatbelt general
 5. Alcohol ADP
 - Alcohol ADP without impaired charge
 6. Alcohol – impaired charge
 - Alcohol – ADP with impaired charge
 - Alcohol – Chg impaired/ over/ refusal
 7. Alcohol – 24 hour prohibition
 8. Commercial vehicle
 9. 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
- 10. Vehicle defect (**ERSEI only**)
- 11. Drugs – impaired charge
 - Drug – ADP with Impaired charge
 - Drug – ADP without impaired charge
 - Drug – Chg impaired/over/refusal
- 12. Drugs – 24 hour prohibition
- 13. IRP – 3 day prohibition without vehicle impound
- 14. IRP – 3 day prohibition with vehicle impound
- 15. IRP – 7 day prohibition without vehicle impound
- 16. IRP – 7 day prohibition with vehicle impound
- 17. IRP – 30 day prohibition
- 18. IRP – 90 day prohibition fail
- 19. IRP – 90 day prohibition refuse
- 20. Use of electronic device
- 21. Other Criminal Code (**ERSEI only**)
- 22. Other moving (**ERSEI only**)
- 23. Other non-moving (**ERSEI only**)
- 24. Other (**IRSU only**)

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 through enhanced traffic enforcement of leading causes of crashes that result in injuries or fatalities (e.g. distracted driving, high risk driving behaviours at intersections, impaired driving, speeding, etc.). 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 and will be funded by universal compulsory vehicle insurance monies, except for 72.4% of the amount payable for the IMPACT part of the Program, which ICBC will pay out of its optional insurance monies.
- 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 building occupancy costs and parking (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 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., distracted driving, high risk driving behaviours at intersections, impaired driving, speeding, etc.)

2.0 Support Initiatives

- 2.1 **Road Safety Unit (RSU):** The RSU manages the Program on behalf of the Ministry of Public Safety and Solicitor General, 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 \$600,000 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 Justice Institute of BC 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.