

APPENDIX I

Memorandum of Agreement Integrated Critical Incident Team

**Memorandum of Agreement
Integrated Critical Incident Team**

THIS AGREEMENT made in duplicate dated the ____ day of July, 2007;

BETWEEN:

HALIFAX REGIONAL POLICE (hereinafter referred to as "H.R.P.")

AND:

**THE ROYAL CANADIAN MOUNTED POLICE, "H" Division (hereinafter referred to
as the R.C.M.P.)**

WHEREAS HRP and the RCMP agree it is important to maintain public confidence in the investigation of incidents involving police action causing death or bodily harm;

AND WHEREAS an open, transparent and thorough investigation is paramount to maintaining public confidence;

AND WHEREAS a integrated investigation with an independent police agency only adds further credibility to the unbiased nature of such an investigation;

AND WHEREAS an open, transparent and thorough investigation to the fullest extent possible is in the best interest of the Officers involved;

NOW THEREFORE the parties to this Agreement, in consideration of the mutual covenants contained herein, agree as follows:

Purpose Of Agreement

This agreement between the RCMP and HRP is intended to establish guidelines for an integrated investigation of critical incidents involving police action resulting in death or bodily harm.

Article 1: Definitions

- I. Critical Incident means the death, imminent death, or bodily harm allegedly caused to an individual as a result of a shooting or other action on the part of a police officer.
- II. Other incidents may include, but are not limited to: serious Criminal Code offence by a peace officer; hazardous pursuit resulting in death or serious injury; flagrant misconduct by a peace officer.
- III. Integrated Critical Investigation Team (I.C.I.T.) means a team comprised of members of the RCMP and HRP.
- IV. Host Agency means the Agency of the Officer involved in the Critical Incident.
- V. Independent Agency means the Agency without officers involved in the Critical Incident.

Article 2: Activation of I.C.I.T

An investigation by the I.C.I.T will be undertaken upon a request by the Commanding Officer "H" Division (or designate) or the Chief Of Police HRP (or designate) in the jurisdiction where the incident occurred.

Article 3: Role of I.C.I.T.

The primary role of the I.C.I.T. is to investigate critical incidents or any other incident designated by the Chief of Police or the Commanding Officer "H" Division. Such investigations will be conducted in accordance with the Major Case Management Model. In addition, the I.C.I.T will be responsible for the following;

- I. Conduct a thorough investigation into all aspects of the incident under investigation.
- II. Prepare a final report on the incident including recommendations regarding changes in policy, training, operational procedures, or related issues.
- III. Determine from the information and evidence whether there has been any violation of Federal, Provincial or Municipal Statute.

- IV. Request the Public Prosecutions Service to appoint a Crown Attorney to provide pre charge advice as required.
- V. Any other duties assigned by the OIC.

Article 4: Composition of I.C.I.T.

The I.C.I.T. It will be comprised of investigators in the following roles (Appendix A attached);

The ***Officer in Charge of Investigation*** will be a Senior Ranking Officer of the independent agency and will be responsible for the following;

- I. Will report to the the Chief of Police (or designate) or the Commanding Officer "H" Division (or designate) of the host agency regarding the conduct and status of the investigation.
- II. With the team leader, appoint members to the I.C.I.T.
- III. Oversee the investigative activities of the I.C.I.T
- IV. Make decisions regarding follow-up activity or procedure as required.
- V. Review and make appropriate revisions to the final report submitted by the investigation management team
- VI. Be the final sign off on all correspondence relating to the status of the investigation.
- VII. Present the final report to the host agency.

The ***Team Leader*** is a member of the host agency is responsible to coordinate the investigative activities as per the Major Case Management Model and in addition will be responsible for the following;

- I. Will consult with the OIC regarding appointment of members to the I.C.I.T
- II. Facilitate requests regarding personnel, equipment, support services and specialized services.
- III. Consult with and apprise OIC of the status of the investigation.
- IV. Monitor Resources, including financial, required by the team and acquiring same as necessary.
- V. Monitor the overall performance of the investigational team.
- VI. Conduct regular briefings on the progress of the investigation.

The Primary Investigator will be member of the independent agency and will be responsible for duties as per the Major Case Management Model.

Two File Managers will be appointed. One from each agency will assume these duties as per the Major Case Management Model.

Investigators the remaining investigative team will be drawn from the both agencies as required.

Article 5: Financing

- I. Office supplies and clerical support will be the responsibility of the agency in whose jurisdiction that the incident occurred, with clerical support to be supplied full time while the investigation is ongoing.
- II. If secure office space is not available the affected agency has the authority to rent office space, such as a motel room, if they see fit.
- III. Vehicles and operational equipment are to be supplied by individual departments for their respective members.
- IV. If specialized services are required, (for example: Identification or Police Service Dog Sections), they are to come from the department where the incident occurred.
- V. Each of the participating Agencies shall be responsible for the salaries of their own members. All additional expenses including overtime, allowances and travel expenses will be the responsibility of the host agency.
- VI. Travel cost will be the responsibility of the host agency.

Article 6: Logistics

Each agency shall make the following available as circumstances dictate:

- I. Office space;
- II. A vehicle is to be provided to the member of the reviewing agency by their respective departments for their specific use for the duration of the investigation.
- III. Technical and specialized support services.

Article 7: Operation of Vehicles

- I. For the purpose of this agreement, it is understood that the RCMP and the HRP will supply for the use of the I.C.I.T., owned, rented or leased vehicles which will be suitably insured.
- II. Police motor vehicles being operated by members of the other department shall not be involved in duties other than those pertaining specifically to the I.C.I.T.
- III. Whereby any vehicle assigned to the I.C.I.T. is operated by a member of a department other than the department which owns, rents or leases the vehicle:
 - (a) Damage to vehicles provided by RCMP or HRP which results from the negligence of the operator while acting within the scope of his/her duties of employment shall be paid for by the agency which employs the operator.
 - (b) Third party claims for bodily injury or property damage arising out of accidents caused by the negligent operation of an RCMP or HRP vehicle, shall be defended and responded to by the owner of the vehicle, including any deductible or self insurance retention limits.
- IV. Where damages or third party liability in the circumstances described in paragraph III above result not from negligence of the operator but from the negligence of the owner due to a fault, defect or improper maintenance of the motor vehicle or other causes unrelated to the operator, the owner of

the said motor vehicle shall bear responsibility for all resultant damages, claims or third party liability.

Article 8: Reports

- I. Appropriate security is to be afforded all correspondence resulting from the investigation.
- II. Reports on incidents will be provided to the Chief of Police or the Commanding Officer "H" Division
- III. The results of the investigation are not to be released without the authority of the Chief of Police or the Commanding Officer "H" Division of the host agency.

Article 9: Prosecutions:

It is the responsibility of the I.C.I.T. to lay any criminal charges resulting from their investigation.

Article 10: Discipline and Complaints:

- I. It is the responsibility of the Officer in Charge of the Investigation to refer any matters relating to the RCMP Act, or Nova Scotia Police Act, discipline or related issues arising from the facts of the investigation, to the Commanding Officer (RCMP) or the Chief of Police (HRP) for any action they may deem necessary.
- II. Complaints from the general public on any activity involving members of the I.C.I.T. which cannot be resolved informally will be reported to: in the case of an RCMP member, the Commanding Officer "H" Division (RCMP) or in the case of an HRP member, the Chief of Police (HRP) in keeping with respective policies.

Article 11: Liability

Each party shall be responsible for and hold the other party free and harmless with respect to injury to or death of its own personnel, or for injury to or damage to property of others respectively caused by or arising out of the negligence of the RCMP or HRP.

Article 12: Media Relations

A Media Relations person will be appointed by host agency. The OIC will approve all media releases regarding the conduct and status of the investigation.

Article 13: Terms of Agreement

This agreement comes into effect on the date of signing and remains in effect unless terminated by either party on thirty (30) days notice. This Agreement may be amended from time to time with the mutual written consent of the parties hereto.

Signed: *Kane Bentley* 070717
Chief of Police Date
Halifax Regional Police

Signed: *D. [Signature]* 2007.12.11
Commanding Officer Date
Royal Canadian Mounted Police
"H" Division