

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

This AGREEMENT is dated for reference April 1, 2023

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 Memoranda of Understanding dated December 2, 2003, January 1, 2009, January 1, 2010, April 1, 2012, April 1, 2015, April 1, 2017, and April 1, 2020, and
- B. ICBC and MPSSG agreed to continue their partnership on road safety by entering into a new memorandum of understanding for enhanced traffic enforcement focussing on the leading contributing factors 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, 2025, 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.

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

“Governance Council” means the governance council set up in accordance with previous memoranda of understanding, and which is maintained by MPSSG including representatives from MPSSG, the Police and ICBC.

“Police” means the Royal Canadian Mounted Police “E” Division and those 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”.

“Provincial Emergency” means a “disaster” or “emergency” as defined in the *Emergency Program Act*, RSBC 1996, c. 111.

“Term” means the term and any extension of this MOU as set out in paragraph 18.

“Working Group” means a working group established by the Governance Council and includes representatives from MPSSG, the Police, and ICBC.

2. Nothing in this MOU shall be interpreted as limiting in any way the jurisdiction, authority or responsibilities of MPSSG in respect of 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) direction being given to the BCUC by regulation effective during any portion of the Term of this MOU, including any extensions, 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 pay MPSSG for delivering the Program in accordance with the provisions of this MOU.

5. MPSSG agrees to use funds received under this MOU for the sole purpose of delivering the Program.
6. Subject to paragraphs 4 (*BCUC direction*), 7 (*quarterly payments*), 8 (*actual Program costs and reimbursement*), 10 (*financial report*), 12 (*public awareness and advertising*), and 16(b) (*Operational Plan*), ICBC will pay MPSSG for actual Program costs up to the maximum amounts as follows:
  - (a) For the Fiscal Year 2023/2024, the sum of **\$25,551,800** less
    - i. the amount ICBC spends for the Fiscal Year on Publicity for the Program, and
    - ii. any other recoveries that become funded by another source;
  - (b) For the Fiscal Year 2024/2025, the sum of **\$26,588,665** less
    - i. the amount ICBC spends for the Fiscal Year on Publicity for the Program, and
    - ii. any other recoveries that become funded by another source; and
  - (c) For the Fiscal Year 2025/2026, the sum of **\$27,447,962** less
    - i. the amount ICBC spends for the Fiscal Year on Publicity for the Program, and
    - ii. any other recoveries that become funded by another source.
7. In each Fiscal Year of the MOU, ICBC will pay MPSSG
  - (a) for the first quarter, by June 30;
  - (b) for the second quarter, by September 30;
  - (c) for the third quarter, by December 31; and
  - (d) for the final quarter, by March 31.
8. If payments made by ICBC exceed the actual Program costs
  - (a) for the 2023/24 Fiscal Year, ICBC will deduct the difference from the September 30, 2024 installment.
  - (b) for the 2024/2025 Fiscal Year, ICBC will deduct the difference from the September 30, 2025 installment.
  - (c) for the 2025/2026 Fiscal Year, MPSSG will reimburse ICBC the difference by September 30, 2026.
9. MPSSG will advise ICBC of the actual Program costs by providing financial management reports:
  - (a) for the 2023/24 Fiscal Year by September 15, 2024;
  - (b) for the 2024/25 Fiscal Year by September 15, 2025; and

- (c) for the 2025/26 Fiscal Year by September 15, 2026.
10. In each Fiscal Year during the Term, MPSSG will provide a report to ICBC containing the information described in Schedule "A" setting out actual amounts spent by MPSSG on the Program 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 quarter financial report by June 30.
  11. In the event of a Provincial Emergency, MPSSG or the Police may, in their absolute discretion, immediately reassign constables/members to other duties. In this event the costs normally attributable to this MOU shall revert to MPSSG or the Police, as the case may be, for the period of the reassignment.
  12. ICBC will develop and pay up-front 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, 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 policy and procedures governing access to this system currently in place between ICBC and Police will continue without change, unless agreed to by the parties in writing. "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).
  14. MPSSG will continue to maintain the Governance Council which will continue to include representatives from MPSSG, the Police and ICBC.
  15. Any projected budget line item underspending planned to be transferred to another budget line item will require the approval of the Governance Council if the amount meets or exceeds the following:
    - (a) for budget line items within the RoadSafetyBC Road Safety Unit budget - \$50,000,
    - (b) for all other budget line items within the administrative budget of MPSSG - \$200,000.
  16. MPSSG will prepare and provide to the Governance Council, with a copy to ICBC:
    - (a) within 60 days of the end of the previous quarter, quarterly statistical reports that include the information listed in Schedule "B", and
    - (b) prior to the start of each Fiscal Year, and in consultation with the Governance Council, an Operational Plan.

17. MPSSG will also prepare and provide to the Minister of MPSSG, for distribution to the public and ICBC, an annual report on the Program in the form and manner requested by the Minister, by September 30<sup>th</sup> of the following calendar year.
18. Despite the date of execution, the Term of this MOU commences April 1, 2023 and ends March 31, 2026 with an option to renew for one year, subject to approval by the Chair of Treasury Board prior to the parties signing such an amendment, extension or renewal.
19. Notwithstanding any extension or renewal in accordance with paragraph 18, the parties agree to establish, by June 30, 2023, an Enhanced Traffic Enforcement Program (ETEP) working group to conduct projects as assigned by the Governance Council, which may include reporting and recommendations within the Term of this MOU.
20. Any notice, invoice or payment that is required by this MOU, will be given in writing and delivered by person, courier or registered mail as follows:

|                                                                                                                                                          |                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| To MPSSG:<br>Frances Sasvari<br>A/Assistant Deputy Minister and<br>Superintendent of Motor Vehicles<br>PO Box 9254 Stn Prov Govt<br>Victoria, BC V8W 9J7 | To ICBC:<br>Lindsay Matthews<br>Vice President Public Affairs<br>& Driver Licensing<br>151 West Esplanade Street<br>North Vancouver, BC V7M 3H9 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
21. Despite paragraph 20, payments required by this MOU may be made by electronic transfer of funds.
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 of RoadSafetyBC, 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.

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23. This MOU may be executed in counterparts and may be scanned and delivered by electronic transmission to the parties at such email addresses as each party provides to the other, and each counterpart when so executed, delivered and received shall be deemed an original, and all such counterparts shall together constitute one and the same document.

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

For ICBC:



\_\_\_\_\_  
Nicolas Jimenez  
President and CEO  
Insurance Corporation of British Columbia

\_\_\_\_\_  
November 16, 2022

Date

For MPSSG:



\_\_\_\_\_  
Douglas Scott  
Deputy Solicitor General  
Ministry of Public Safety and Solicitor General

\_\_\_\_\_  
November 21, 2022

Date

## **SCHEDULE A**

### **Content of Quarterly Financial Reports**

1. For each of the following:
  - RoadSafetyBC Road Safety Unit (RSBC RSU)
  - 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 (RSBC RSU only)
  - Enhanced Police Training (RSBC RSU only)
  - Purchased equipment
  - Special Projects
  - 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

4. Show the total FTE count and cost for MOU funded resources redeployed due to Provincial Emergency callouts, including the fiscal quarter when the redeployment occurred and when reimbursement, if any, was received.

## **SCHEDULE B**

### **Quarterly Statistical Reports**

Information for each Integrated Road Safety Unit (IRSU), as well as enforcement conducted under the MOU-supported Enhanced Road Safety Enforcement 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**

### **Traffic and Road Safety Law Enforcement Program**

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 the portion of the amount payable for the IMPACT part of the Program that, ICBC will pay out of its optional insurance monies based on the Comprehensive Coverage – Market Share cost allocator attributed to auto crime expenditures.
  
- 1.3 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 (*public awareness and advertising*) 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.