

THIS **MODIFICATION AGREEMENT** is made effective as of the 31st day of March 2026

BETWEEN:

INSURANCE CORPORATION OF BRITISH COLUMBIA

151 West Esplanade
North Vancouver, BC 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 MPSSG have entered into a Traffic and Road Safety Law Enforcement Funding Memorandum of Understanding dated for reference the 1st day of April 2023 (the "Agreement").
- B. ICBC and MPSSG wish to extend the term of the Agreement by three years, to terminate on March 31st, 2029.
- C. ICBC and MPSSG wish to amend the terms of the Agreement.

NOW THEREFORE the parties agree as follows:

- 1. Recital B of the Agreement is deleted and replaced with the following:

B. ICBC and the Government of British Columbia have a long-standing, shared public interest in promoting road safety, particularly in the role of effective, efficient and adaptable traffic enforcement in a safe systems approach. In support of this objective and in alignment with BC's Provincial Road Safety Strategy, the parties agree to support the delivery of a provincial enhanced traffic enforcement program, with the shared objective of reducing casualty crashes in BC.

- 2. Paragraph 1 (*INTERPRETATION*) of the Agreement, the definitions of "Program" and "Working Group" are deleted and replaced with the following definitions:

"Program" means the MPSSG's Enhanced Traffic Enforcement Program which is funded in part by this MOU and comprised of the elements set out in Schedule "C".

"Working Group" means any special purpose working group established by the Governance Council, which include representatives from MPSSG, the Police, and ICBC. All Working Groups receive their mandates, roles and responsibilities, duties and reporting expectations from the Governance Council.

3. Paragraph 6 of the Agreement is amended by deleting the paragraph and replacing it with the following:

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;
- (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;
- (d) For the Fiscal Year 2026/2027, the sum of **\$28,953,654** 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;
- (e) For the Fiscal Year 2027/2028, the sum of **\$29,682,515** 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
- (f) For the Fiscal Year 2028/2029, the sum of **\$30,538,879** 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.

4. Paragraph 7 (b) of the Agreement is amended by deleting the paragraph and replacing it with the following:

7 (b). For the second quarter, by September 29;

5. Paragraph 8 of the Agreement is amended by deleting the paragraph and replacing it with the following:

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 deduct the ICBC the difference by September 30, 2026, installment;
- (d) For the 2026/27 Fiscal Year, ICBC will deduct the difference from the September 29, 2027 installment;
- (e) For the 2027/2028 Fiscal Year, ICBC will deduct the difference from the September 29, 2028, installment; and

- (f) For the 2028/2029 Fiscal Year, MPSSG will reimburse ICBC the difference by September 30, 2029.
6. Paragraph 9 of the Agreement is amended by deleting the paragraph and replacing it with the following:
- 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;
 (c) For the 2025/26 Fiscal Year by September 15, 2026;
 (d) For the 2026/27 Fiscal Year by September 15, 2027;
 (e) For the 2027/28 Fiscal Year by September 15, 2028; and
 (f) For the 2028/29 Fiscal Year by September 15, 2029.
7. Paragraph 10 (a) of the Agreement is amended by deleting the paragraph and replacing it with the following:
- 10 (a).** first quarter financial report by September 29,
8. Paragraph 19 of the Agreement is amended by deleting the paragraph and replacing it with the following:
- 19.** Notwithstanding any extension or renewal in accordance with paragraph 18, the parties agree to establish a Working Group responsible for identifying and implementing a mutually agreed framework for a study on the effect of enhanced enforcement on casualty crashes in BC. The Working Group will present the preferred framework to the Governance Council and will report ongoing progress. A final report of the results of the study will be provided to Governance Council by March 31, 2028 so that all parties under this Agreement can use the study to assess ETEP efforts towards reducing casualty crashes.
9. Paragraph 20 of the Agreement is amended by deleting the paragraph and replacing it with the following:
- 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: | To ICBC: |
| Toby Louie | Kelly Aimers |
| Superintendent of Motor Vehicles | Vice President, Insurance |
| ADM RoadSafetyBC | 151 West Esplanade Street |
| PO Box 9254 Stn Prov Govt | North Vancouver, BC V7M 3H9 |
| Victoria, BC V8W 9J7 | |
10. Schedule "B" of the Agreement is amended by deleting the schedule and replacing it with the following:

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 (for IRSU) and hours involved in carrying out related enforcement (for ERSEI)
- the following offence types:

1. Intersection:

Statute	Section	Section Description
MVA	125	DISOBEY TRAFFIC CONTROL DEVICE
MVA	129.1	RED LIGHT AT INTERSECTION
MVA	186	DISOBEY STOP SIGN

2. Speeding:

Statute	Section	Section Description
MVA	140	DISOBEY CONSTRUCTION SIGNS
MVA	144 (1) c	SPEED RELATIVE TO CONDITIONS
MVA	146 (1)	SPEED IN/OUT OF MUNICIPALITY
MVA	146 (3)	SPEED AGAINST HIGHWAY SIGN
MVA	146 (11)	SPEED ON MUNICIPAL LANE
MVA	146 (5)	SPEED AGAINST AREA SIGN
MVA	146 (7)	SPEED AGAINST MUNICIPAL SIGN
MVA	147 (1)	SPEED IN SCHOOL ZONE
MVA	147 (2)	SPEED IN PLAYGROUND ZONE
MVA	148 (1)	EXCESSIVE SPEED

3. Unrestrained:

Statute	Section	Section Description
MVA	220 (4)	FAIL TO WEAR SEAT BELT
MVA	220 (6)	PERMIT PASSENGER WITHOUT SEAT BELT
MVAR	36	CHILD NOT PROPERLY RESTRAINED IN CHILD RESTRAINT SYSTEM

4. Impaired:

Statute	Section	Section Description
MVA	90.3	12 HOUR SUSPENSION ALCOHOL RELATED
MVA	90.3 (2.1)	12 HOUR SUSPENSION DRUG RELATED
MVA	215 (2)	24 HOUR PROHIBITION - ALCOHOL
MVA	215 (3)	24 HOUR PROHIBITION - DRUGS
MVA	215.43 (1) (a)	3 DAY IMMEDIATE ROADSIDE PROHIBITION
MVA	215.43 (1) (b)	7 DAY IMMEDIATE ROADSIDE PROHIBITION
MVA	215.43 (1) (c)	30 DAY IMMEDIATE ROADSIDE PROHIBITION

MVA	215.43 (2.1) (a)	90 DAY FAIL IMMEDIATE ROADSIDE PROHIBITION
MVA	215.43 (2.1) (b)	90 DAY REFUSE IMMEDIATE ROADSIDE PROHIBITION
MVA	215.46 (1)	VEHICLE IMPOUND FOR 3 DAY IRP OR 7 DAY IRP
MVA	215.46 (2)	VEHICLE IMPOUND FOR 30 DAY IRP OR 90 DAY IRP
CC	320.14(1) (a)	OPERATION OF MV WHILE IMPAIRED BY ALCOHOL/DRUG
CC	320.14(1) (b)	OPERATION OF MV HAVING BAC EQUAL TO OR EXCEEDING 80 MG
CC	320.14(1) (c)	OPERATION OF MV WITH BDC EQUAL TO/EXCEEDING PRESCRIBED VALUE
CC	320.14 (2)	OPERATION OF MV IMPAIRED BY ALCOHOL/DRUG CAUSING BODILY HARM
CC	320.14 (3)	OPERATION OF MV IMPAIRED BY ALCOHOL/DRUG CAUSING DEATH

5. Distracted:

Statute	Section	Section Description
MVA	214.2 (1)	USE ELECTRONIC DEVICE WHILE DRIVING

6. Criminal Code:

- Criminal Interdiction
- Other Criminal Code
- Other federal Act (CDSA, etc.)

7. All other tickets, warnings and actions issued/taken.

11. The title of Schedule "C" of the Agreement is amended by deleting the title and replacing it with the following:

**Schedule C
Enhanced Traffic Enforcement Program**

12. Section 1.1 of Schedule "C" of the Agreement is amended by deleting the section and replacing it with the following:

1.1 Integrated Road Safety Units (IRSU): The IRSU initiative currently consists of 18 integrated enforcement units (with combined RCMP and independent municipal police membership) based throughout the province dedicated to reducing injuries and fatalities casualty crashes through enhanced traffic enforcement targeting the leading causes of casualty crashes that result in injuries or fatalities as identified by ETEP partners through the ETEP monitoring framework. The MOU funds the operations of these units, including personnel, equipment, training and related administrative costs.

13. Section 1.3 of Schedule "C" of the Agreement is amended by deleting the section and replacing it with the following:

1.3 RCMP Enhanced Road Safety Enforcement Initiative (ERSEI)/Independent Police Agency Overtime: The MOU provides annual overtime funds for both the RCMP and independent police agencies to support

special or periodic enhanced traffic enforcement projects. These projects primarily involve the BCACP targeted campaign calendar focused on the leading causes of casualty crashes in BC.

- 14. Section 2.3 of Schedule "C" of the Agreement is amended by deleting the section and replacing it with the following:

2.3 Training: The MOU provides funding to support the Justice Institute of BC for specialized enhanced traffic-related training for independent municipal police officers assigned to an IRSU. The courses funded primarily include specialized roadside traffic enforcement tools and training.

- 15. All of the terms of the Agreement shall continue in full force and effect save and except where they are expressly modified by this Modification Agreement.
- 16. This Modification Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and permitted assigns.
- 17. This Modification Agreement 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 intending to be legally bound have executed this Modification Agreement as of the date first set out at the beginning of this Modification Agreement.

INSURANCE CORPORATION OF BRITISH COLUMBIA

MPSSG

by: _____
Signature: _____
Name: _____
Title: _____
Date signed: _____

by: _____
Signature: _____
Name: _____
Title: _____
Date signed: _____