



VICTORIA & ESQUIMALT POLICE BOARD

Public Meeting Agenda

May 20, 2025 at 5:00pm

Boardroom & Zoom

1. ACKNOWLEDGEMENT

- a. Territorial Acknowledgement

2. STANDING ITEMS

- a. Declarations of Conflict of Interest
- b. Adoption of the Public Agenda of May 20, 2025
- Pg. 1 c. Adoption of the Public Minutes of April 15, 2025
- d. Board Chair Update
- Pg. 5 e. Committees Update
- f. Board Member Engagement Update
- g. BC Association of Police Boards (BCAPB) and Canadian Association of Police Governance (CAPG) Update- Chair Hayes
- Pg. 42 h. Chief Constable Update
- i. Equity, Diversity, Inclusion & Engagement Update

3. NEW ITEMS

- a. Invitation to Social Functions from the Police Board to Mayor(s) and Council(s)

4. CORRESPONDENCE *(Information Only)*

- Pg. 43 a. 250419 Thank you
- Pg. 44 b. Board Resignation
- Pg. 46 c. 250516 E-Comm May 2025 Updates



VICTORIA & ESQUIMALT POLICE BOARD
Public Meeting Minutes
April 15, 2025 at 5:00pm
Boardroom & Zoom

PRESENT

M. Hayes, Chair	D. Yakimchuk	S/Sgt. M. Darling
Mayor M. Alto	DC J. McRae	S/Sgt. J. Ames
Mayor B. Desjardins	Insp. C. Brown	K. Kosich
E. Cull	Insp. M. Brown	C. Major
H. Courtright	Insp. C. King	Da. Phillips
S. Dhillon	Insp. J. Lawson	Do. Phillips
T. Kituri	A/Insp. J. Malinosky	R. Shojaei

Recorder: Tanya Lamoureux

1. STANDING ITEMS

a. Territorial Land Acknowledgement

b. Declaration of Conflicts of Interest
No conflicts declared.

c. Approval: Public Agenda of April 15, 2025

25-44 **MOTION:** *To approve the Public Agenda of April 15, 2025 as presented.*
MOVED/SECONDED/CARRIED

d. Approval: Public Minutes of March 11, 2025

25-45 **MOTION:** *To approve the Public Minutes of March 11, 2025 as presented.*
MOVED/SECONDED/CARRIED

e. Board Chair Update

- The Police Board, along with the search firm PFM, has concluded the search for a new Chief Constable and the appointment has been awarded to DC Fiona Wilson of the Vancouver Police Department. DC Wilson will start with VicPD on August 15, 2025 with a two-week overlap with Chief Manak who will retire on August 31, 2025.

f. **BC Association of Police Boards (BCAPB) and Canadian Association of Police Governance (CAPG)**

- BCAPB
 - Conference – Delta, May 7-9, 2025. Focus Forward – The Evolving Role of Police Boards
- CAPG
 - Conference – Victoria, Aug 14-16, 2025. Navigating Challenging Times

g. **Committees Update**

Refer to the report provided. Committee matters arising included:

Governance

No discussion arising.

Human Resources

No discussion arising.

Finance

- Q1 financial report provided – for information.
Including incorporating the decision of the 2023 Provisional Budget Section 27 decisions.
Reporting structures are being updated for clarity.
- Annual Reserve Fund report – for information.
There was a notable draw down made to the Reserve Fund that was to accommodate for the 2024 deficit. Employee Benefit Obligation Fund is fully funded. Budgeting for future use is critical for years to come.
- 250317 Letter from Esquimalt re: 2025 Provisional Budget Decision
Esquimalt Township declined the request for seven new positions and the request for funding for Late Night Task Force (LNTF). The Board previously submitted a Section 27 request regarding LNTF and is currently waiting for the government's response.

25-46

MOTION: *That the Board requests a Section 27 letter of appeal be drafted by Director Donna Phillips and be submitted to Public Safety and Solicitor General (PSSG) for the seven positions that the Township of Esquimalt declined in the 2025 Provisional Budget.* **MOVED/SECONDED/CARRIED**

- 250321 ADM response to letter 250312 on expedited Section 27 request on Late Night Task Force (LNTF) – for information.
- 250410 Letter to ADM at PSSG in response to request for more information on the expedited Section 27 request on LNTF – for information.

- 250327 VicPD received notification from Public Safety Canada regarding a grant called The Community Resilience Fund Grant from Federal Government. The letter notified VicPD that the application had been successful and VicPD was awarded just over \$1,000,000.00, however the funds can only be used for specific items, although there is no timeline associated with the spending. This grant may be used for public order events, training, equipment, and operational planning and support.

h. Board Member Engagement Update

- Board Chair Hayes and Board member Yakimchuk attended the presentation held at VicPD headquarters to honor the work the Co-Response Team is doing for mental health callouts. The presentation was done by Martha Martin and her family as they continue to work with police across the country to bring attention to how mental health calls are handled by the police. Martha Martin's daughter, Chantel Moore, was shot by police in New Brunswick in June of 2020, during a wellness check.
- Board member Yakimchuk attended the Homeless City Conference.

i. Chief Constable Update

Refer to the report provided – for information. Operational calls and files of note were highlighted.

OPS

- There was a building under construction in the downtown area that experienced an incident where a floor collapsed, and this required a multi-agency response with VicPD members responsible for crowd control and traffic routing.
- A large counterfeit currency operation with online purchases in amounts of over \$10,000.00 was successfully investigated, which resulted in the return of items purchased online to the victim.

ADMIN

No update at this time.

CHIEF

See report provided. Highlights included:

- Chief's update to multiple divisions
- Participation in Police Camp
- Receiving the King Charles III Coronation Medal
- Special presentation for the Co-Response Team by Martha Martin
- Community Engagement Division (CED) will be recognized with a Canadian Public Relations Society (CPRS) National Award of Excellence next month for the work on "Women of VicPD" campaign.

j. Equity, Diversity, Inclusion, Accessibility & Engagement Update

Refer to the report provided – for information.

2. NEW BUSINESS

a. Mental Health and Wellness Road Map

Refer to the report provided – for information.

- Haleo Sleep Clinic has been approved and has rolled out to the members to assist with sleep patterns and mental health.
- Our Minds Matter Survey (OMMS) – has concluded with a 67% uptake. The psychologists are reviewing results.

3. CORRESPONDENCE *(for information only)*

a. 250312 E-Comm 911 March 2025 Update

b. 250408 E-Comm 911 April 2025 Update

Meeting adjourned at 5:44pm.



VICTORIA & ESQUIMALT POLICE BOARD

COMMITTEES UPDATE Public

GOVERNANCE

- a. **MOTION:** *Recommendation to Board: The Governance Committee recommends to the Board, that Board approve the revised Remuneration & Expense Claims policy as presented be approved with an effective date of January 1, 2025.*
- *Board Chair shall be provided an annual indemnity of \$17,952.*
 - *Vice Chair and the Committee Chairs shall be provided an annual indemnity of \$11,220.*
 - *Each of the Members at Large shall be provided an annual indemnity of \$8,976.*
 - *Effective January 1, 2025, the indemnity for each of the Vice Chair, Committee Chairs and Members at Large shall be increased annually by an amount equal to the increase in the Consumer Price Index (CPI) for BC most recently published by Statistics Canada or its successor in function. In addition, the Board Chair indemnity will be increased to a rate two (2) times the CPI adjusted rate of the Member at Large position.*
 - *The annual indemnities for the Board Chair, Vice Chair, Committee Chairs and Members at Large shall be paid in equal bi-weekly installments on every second Friday throughout each year, in accordance with the City of Victoria Finance Department payroll schedules.*
 - *The annual indemnities for the Board Chair, Vice Chair, Committee Chairs and Members at Large shall be independently reviewed every third calendar year after that.*
 - *The Board Chair rate will be automatically reviewed if the Board implements an Executive Director position and/or increases other dedicated staffing to the Board.*
 - *The Chair can recommend to the Board a temporary increase in the indemnity amount for a Board member for special circumstances or assigned responsibilities related to their role on the Board.*

- *Elected officials appointed by respective councils are not eligible for remuneration per motion 24-123 as listed above.*

- b. **MOTION:** *Recommendation to Board: The Governance Committee recommends to the Board, that the Board approve that the terms of the policy, in motion C25-50, be retroactively applied to the position of the Board Chair as of August 20, 2024.*
- c. **MOTION:** *Recommendation to Board: that the Board approve the Police Act Rules - Section 28 document as amended to add a line under 4.1 that reads: The Board will only review and approve VicPD Policy – not the related procedures or departmental processes. The procedures and processes are operational matters outside of the Board’s purview. The department is permitted to make amendments to the procedures and processes without Board involvement, except to the extent that such amendments contravene VicPD Policy. The entire policy documents will be shared with the Board for their information; and have it sent to PSSG per reporting requirements.*

HUMAN RESOURCES

No discussion arising.

FINANCE

- a. **250417 VEPB Response to PSSG re: Esq Councils Submission of 250408**
See letter provided – for information only

N. Remuneration & Expense Claims

Although this is a volunteer position, all Board members (except the elected appointees see motion 24-123) are eligible to receive remuneration to attend meetings, training, as well as approved activities and events. Remuneration is expected to cover out of pocket and incidental expenses incurred by the member in the course of carrying out their Board duties. This is not designed to compensate a Board member for actual hours worked; it is to express appreciation for the contributed hours.

MOTION 24-123: That the Board does not pay elected officials appointed by their local councils a stipend. This is to be reviewed in two years or upon the appointment of new representative(s) from Victoria or Esquimalt Councils. Approved by the Board Nov 12, 2024.

i. Remuneration

Effective January 1, 2025, remuneration protocol will be implemented as follows:

- Board Chair shall be provided an annual indemnity of \$17,952.
- Vice Chair and the Committee Chairs ~~and the Vice Chair~~ shall be provided an annual indemnity of \$11,220,000.
- Each of the Members at Large shall be provided an annual indemnity of \$8,976,800.
- Effective January 1, 2025, the indemnity for each of the Vice Chair, Board Chair, Committee Chairs, ~~Vice Chair,~~ and Members at Large shall be increased annually by an amount equal to the increase in the Consumer Price Index (CPI) for BC most recently published by Statistics Canada or its successor in function. In addition, the Board Chair indemnity will be increased to a rate two (2) times the CPI adjusted rate of the Member at Large position.
- The annual indemnities for the Board Chair, Vice Chair, Committee Chairs, Vice Chair, and Members at Large shall be paid in equal bi-weekly installments on every second Friday throughout each year, in accordance with the City of Victoria Finance Department payroll schedules.
- ♦The annual indemnities for the Board Chair, Vice Chair, Committee Chairs, Vice Chair and Members at Large shall be independently reviewed every third calendar year after that.
- The Board Chair rate may be reviewed if the Board implements an Executive Director position and/or increases other dedicated staffing to the Board or to consider any other material matter.
- The Chair can recommend to the Board a temporary increase in the indemnity amount for a Board member for special circumstances or assigned responsibilities related to their role on the Board.
- Elected officials appointed by respective councils are not eligible for remuneration per motion 24-123 as listed above.

ii. Travel Expenses When travelling outside of Victoria, Board members may claim travel expenses such as ferry fees, plane tickets, baggage fees, parking, etc. Per diem rates for breakfast, lunch, dinner, and incidentals are paid out based on the current Police Union Collective Agreement rates. Per diems are not provided for attending Board business locally. The city requires that original receipts be provided in order to be reimbursed. Payment will be made via cheque.

iii. Mileage Expenses Board members may claim for mileage when travelling outside of Victoria in a personal vehicle for Board approved purposes. Mileage claims are paid out based on the current Police Union Collective Agreement rates. Payment will be made via direct deposit.



March 25, 2025
Ref: 675876

Chairs of Municipal Police Boards
Chair of SCBCTAPS Board
Chair of Stl'atl'imx Tribal Police Services Board
Chair of Combined Forces Special Enforcement Unit of BC

Dear Sirs/Madams:

As Director of Police Services, I want to thank you for providing governance and oversight of municipal policing in BC, in accordance with the *Police Act* (the Act).

I would like to take this opportunity to clarify the reporting requirement to my office pursuant to section 28, which reads:

- 28** (1)A municipal police board must make rules consistent with this Act, the regulations and the director's standards respecting the following:
- (a)the standards, guidelines and policies for the administration of the municipal police department;
 - (b)the prevention of neglect and abuse by its municipal constables;
 - (c)the efficient discharge of duties and functions by the municipal police department and the municipal constables.
- (2)A rule under subsection (1) is enforceable against any person only after it is filed with the director.

The police board and police department are not required to file departmental policies with my office under section 28. The police board is required to file its rules under subsection (1) with my office pursuant to subsection (2). For example, the board may have a rule about how departmental policies are drafted, reviewed and approved. Board rules can be filed with me via email: PoliceBoard@gov.bc.ca.

Please note, under section 40 of the *Police Act*, I may request specific departmental information, including departmental policies, for the purpose of superintending policing and law enforcement functions in BC.

.../2

Page 2

If you have any questions please contact Katie Charlton, Director, Police Governance Unit at Katie.Charlton@gov.bc.ca, or by phone at 250 952-3070.

Regards,



Glen Lewis
Assistant Deputy Minister
And Director of Police Services
Policing and Security Branch
Ministry of Public Safety and Solicitor General

pc: Chief Constables of Municipal Police Departments
Suzanne Muir, Chief Officer, SCBCTA Police Service
Deborah Doss-Cody, Chief Officer, Stl'atl'imx Tribal Police Service
Assistant Commissioner Manny Mann, Chief Officer,
Combined Forces Special Enforcement Unit of BC



VICTORIA & ESQUIMALT POLICE BOARD

Police Act Rules – Section 28

Updated: **TBD**

1. The Victoria and Esquimalt Police Board (Board) will make rules consistent with the *Police Act*, the regulations and the Police Director's standards respecting the following:
 - 1.1 The administration of the Victoria Police Department (VicPD);
 - 1.2 The prevention of neglect and abuse by VicPD employees;
 - 1.3 The efficient discharge of duties and functions of VicPD and its employees.
2. This will be carried out by the approval of policies for VicPD as well as providing direction and guidance in relation to the priorities, goals and objectives of the Department.
3. In determining the direction and guidance to provide, the Board must consult with the Chief Constable and take into account:
 - 3.1 The priorities, goals and objectives for policing and law enforcement in British Columbia established by the minister; and
 - 3.2 The priorities, goals, and objectives of the City of Victoria and the Township of Esquimalt.
4. In relation to the approval of policies, the Board will only review and approve the Policy and Scope sections of the policy and not the related procedures or departmental processes, which are operational matters.
 - 4.1 VicPD policies typically consist of a Policy section, a Scope and Reason for the Policy section, and a Procedures/Processes section.
5. The Department is permitted to make amendments to policies without Board involvement, except to the extent that such amendments do not contradict the previously Board-approved Policy or Scope sections.
6. When new policy is being considered, or where existing policy requires revision or updating to the Policy or Scope sections, the proposed new language and an explanation of the proposed changes is to be forwarded by the OIC Executive Services (or their designate), via the Board EA, to the Chair of the Governance Committee for review.

7. The Chair of the Governance Committee will review the policy and may request input from the Governance Committee and/or any of its members.
8. After this preliminary review, the policy will be returned to the OIC of Executive Services (or their designate) with any suggested edits as tracked changes for consideration.
9. The Board will receive the final draft of new or revised policy that meets the requirements of section 4 above, as well as the explanation of any changes. The new or revised policy will be reviewed by the Governance Committee and may be referred to the Board for formal adoption.
10. Once adopted, the policies will be issued to the relevant employees of VicPD where they become the established duties and/or lawful/standing orders for employees to follow to ensure the requirements of section 28 of the *Police Act* are met.



VICTORIA & ESQUIMALT POLICE BOARD PROTOCOL FOR POLICY REVIEW

Updated: May 2021

1. For the purposes herein, “VicPD Policy” shall include only the “Policy” and “Scope” sections of VicPD policy documents.
2. The Board will only review and approve VicPD Policy - not the related procedures or departmental processes. The procedures and processes are operational matters outside of the Board’s purview. The department is permitted to make amendments to the procedures and processes without Board involvement, except to the extent that such amendments contravene VicPD Policy. The entire policy documents will be shared with the Board for their information.
3. When new VicPD Policy is being considered, or where existing VicPD Policy requires revision or updating, the proposed new language and an explanation of the proposed changes to VicPD Policy is to be forwarded by the OIC Executive Services (or their designate), via the Board EA, to the Chair of the Governance Committee for review.
4. The Chair of the Governance Committee will review the documents and may request input from the Governance Committee and/or any of its members.
5. After this preliminary review, the VicPD Policy will be returned to the OIC of Executive Services (or their designate) with any suggested edits as tracked changes for consideration.
6. The Board will receive the final draft of new or revised VicPD Policy, as well as the explanation of any changes. The new or revised VicPD Policy will be reviewed by the Governance Committee and may be referred to the Board for formal adoption.



VICTORIA & ESQUIMALT POLICE BOARD

April 17, 2025

Mr. Glen Lewis
Assistant Deputy Minister and Director of Police Services
Ministry of Public Safety & Solicitor General

Via Email

Dear ADM and Director Lewis:

RE: Ref. 678003 – Police Act Section 27(3) Application - LNTF

This letter is in response to your letter dated April 14, 2025 regarding the Victoria and Esquimalt Police Board's (the Board) request for an expedited review under Section 27(3) of the *Police Act*. The Director's review is requested due to a \$230,000 budget shortfall in the 2025 Late Night Task Force (LNTF) budget because the Esquimalt Council did not approve their 13.67% share (\$31,441) while Victoria Council approved their 86.33% share (\$198,559).

You have requested that we review the Township of Esquimalt's submission dated April 8, 2025. Our responses are as follows:

1. The Esquimalt Council referred to a 2023 CBC News article that quoted Chief Constable Del Manak stating that the service did not provide value to Esquimalt residents. We acknowledge that the LNTF serves the City of Victoria downtown entertainment district, however, the Victoria Police Department (VicPD) is willing to now include the Saxe Point Public House, located in Esquimalt at 101-505 Park Place, in the LNTF service. This pub opened in the summer of 2024.
2. The Esquimalt Council mentioned the possibility of the City of Victoria requesting additional resources using Section 5 – *Optional Resources* of the *Framework Agreement*. However, Section 5.1 – *Municipal Opting-in* is not applicable regarding the LNTF funding, as the section allows a municipality to request an increase in policing resources, which in this case would be a request that would need to be initiated by the City of Victoria. The City of Victoria is not making a request for an increase in policing resources, but rather they have discontinued separate funding of the LNTF services and indicated in its letter to the Board dated November 19, 2024 that LNTF should be included in the Board's budget if the Board deems that the service is intended to provide adequate policing services.

The Board has made the determination that LNTF is required to provide adequate policing services and is considered to be a part of VicPD's core policing services. The LNTF is an essential service required to maintain late-night public safety on weekends and busy periods and is not considered to be an "optional resource." or an increase in current services, therefore, the service does not fall under Section 5.1 of the *Framework Agreement*.

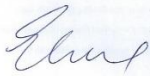
3. The Esquimalt Council mentioned that the City of Victoria has allocated the LNTF funding in previous years outside of the police budget. As referenced in 2. above, the City of Victoria has indicated that their expectation is that the Police Board will include LNTF funding within the core police budget. Further, the City of Victoria has never considered the LNTF funding to be an "optional resource," as evidenced by the Board never receiving an official written notice from the City of Victoria requesting optional resources for LNTF services, as required under Section 5.2 of the *Framework Agreement*.

4. The Framework Agreement budget allocation formula recognizes that there are many disparities between the City of Victoria and the Township of Esquimalt's policing needs and public safety demands. This fact is recognized by the provincial government's decision to allocate just 13.67% of the police budget to the Township of Esquimalt.

There is a fundamental understanding that specific Board budget items, whether they be for specific services, programs or initiatives, will more than likely benefit one municipality more than the other. However, both municipalities need to look at their policing needs through a much broader public safety lens and ensure that VicPD has the essential resources to keep both communities safe. This is the foundation on which the Framework Agreement was established and cannot be overlooked.

From the Board's perspective, we trust this meets your requirements as outlined and we look forward to your consideration of this matter.

Sincerely,



Elizabeth Cull
Finance Committee Chair

cc: Micayla Hayes, Board Chair
Chief Constable Del Manak

Encl. 250414 – ADM Request for Information
 250408 – Township of Esquimalt Submission
 140417 – Policing Framework Agreement
 241119 – City of Victoria LNTF



April 14, 2025
Ref: 678003

Elizabeth Cull
Finance Committee Chair, Victoria and Esquimalt Police Board
Email: Elizabeth.Cull@vicpd.ca

Dear Elizabeth Cull:

Thank you for your letter dated April 10, 2025, providing the Victoria and Esquimalt Police Board's submission regarding the application made by the Board for a budget determination under section 27(3) of the *Police Act*.

On April 8, 2025, I received the submission from the Township of Esquimalt, which confirmed, per my request, that on March 3, 2025, during the Regular Council meeting, Esquimalt Council passed a resolution not to fund the Late Night Task Force (LNTF), a \$230,000 budget line item, with Esquimalt's share being \$31,441.

Please find the Township of Esquimalt's submission attached for your review and response no later than April 28, 2025. I have also provided the Township with your April 10, 2025 submission for review and response no later than April 28, 2025.

Regards,

Glen Lewis
Assistant Deputy Minister
and Director of Police Services
Policing and Security Branch

Attachment: Township of Esquimalt Submission April 8, 2025

pc: Del Manak, Chief Constable, Victoria Police Department
Tanya Lamoureux, Executive Assistant



CORPORATION OF THE TOWNSHIP OF ESQUIMALT

Municipal Hall, 1229 Esquimalt Road, Victoria, B.C. V9A 3P1
Website: www.esquimalt.ca Email: info@esquimalt.ca

Telephone (250) 414-7100
Fax (250) 414-7111

File No. 7400

Sent via email
SGPSPB@gov.bc.ca

April 8, 2025

Glen Lewis, Assistant Deputy Minister
Ministry of Public Safety and Solicitor General
Policing and Security Branch
PO Box 9285 STN PROV GOVT
Victoria BC V8W 9J7

Dear ADM Lewis,

Determination under section 27(3) of the *Police Act*

In response to your letter dated March 21, 2025, requesting information for a determination under section 27(3) of the Police Act, I can provide the following confirmation:

At the March 3, 2025, Regular Council meeting, Esquimalt Council passed a resolution not to fund the Late Night Task Force (LNTF), a \$230,000 budget line item, with Esquimalt's share being \$31,441.

As outlined in the Board's application for section 27(3) review dated March 14, 2025, the LNTF has been operational since 2010 and was funded solely by the City of Victoria for the City's benefit until 2024. Victoria's LNTF was created to address public safety and quality of life concerns in the downtown core.

Funding for the LNTF program continues to benefit exclusively the City of Victoria in creating a policing presence on downtown streets and in bars and late night clubs. The program does not meet any needs articulated by the Township which doesn't have significant evening, or late night challenges and has no bars or late night clubs.

Chief Constable Del Manak has publicly expressed that the "Late Night Great Night" program offers no benefit to the residents of Esquimalt: "This service provides no value to Esquimalt residents." (Article: CBC News · Posted: Mar 24, 2023)



CORPORATION OF THE TOWNSHIP OF ESQUIMALT

Municipal Hall, 1229 Esquimalt Road, Victoria, B.C. V9A 3P1
Website: www.esquimalt.ca Email: info@esquimalt.ca

Telephone (250) 414-7100
Fax (250) 414-7111

Further, Section 5.1 of the Framework Agreement (2014- current) allows each Municipality the choice to augment policing resources for its community. Additionally, it permits each Municipality to propose and finance other necessary measures aimed at enhancing community service, as determined by the Municipality. Given the provisions of the Framework Agreement, the historical funding structure, and the lack of need of this service in Esquimalt, the late night program exclusively benefits the City of Victoria.

Council agrees with this conclusion. Therefore, in accordance with the provision outlined in the Framework Agreement, the City of Victoria Council should continue to fully fund the LNTF program should they consider it to be of benefit to them however, Esquimalt cannot support providing any funds to this City of Victoria program.

The Township acknowledges the positive impact the LNTF has had on the City of Victoria and supports the City's desire to continue the program.

Please reach out to the Township of Esquimalt if any additional information is required to assist with making your decision. The Township's main point of contact regarding these budgetary decisions is Chief Administrative Officer, Dan Horan, who can be reached at dan.horan@esquimalt.ca or by phone 250-414-7133.

Sincerely,

A handwritten signature in blue ink, reading "Barbara Desjardins".

Mayor Barbara Desjardins

THIS AGREEMENT (the "Agreement") dated for reference this 17 day of April, 2014

Between:

The Victoria and Esquimalt Police Board
(the "Board")

And:

The City of Victoria
("Victoria")

And:

The Township of Esquimalt
("Esquimalt")

WHEREAS:

- A. An Order in Council dated December 18, 2002, known as the Victoria and Esquimalt Policing Reorganization Order, (the "2002 Order in Council") ordered the amalgamation of the police forces in Victoria and Esquimalt effective January 1, 2003 and created an amalgamated police board;
- B. The 2002 Order in Council allows Victoria and Esquimalt to negotiate and agree on a formula for the sharing of costs of the amalgamated police force;
- C. On June 9, 2009 the Parties hereto entered in to a Financing and Accounting Agreement for Victoria/Esquimalt Amalgamated Police Services (the "2009 Agreement");
- D. The 2009 Agreement expired on December 31, 2013;
- E. The Parties are committed to working collaboratively with each other for the purpose of:
 - a. Providing adequate policing and law enforcement in the respective Municipalities;

- b. Ensuring adequate accommodation, equipment and supplies for the operations of and use by the police force and for the detention of persons required to be held in police custody;
- c. Fair and equitable allocation and use of police resources;
- d. Ensuring efficient development of the annual police budget taking into consideration the budget guidelines set by the Municipalities each year; and
- e. Early resolution of any disputes, including those involving interpretation of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement, unless context requires otherwise:

“Act” means the *Police Act*, R.S.B.C 1996, c. 367;

“Budget Allocation Formula” means the formula for determining the percentage of the shared police costs paid by each Municipality as set out in section 11;

“Chief Constable” means the chief constable of the amalgamated police department appointed by the Board pursuant to the Act;

“Consultation” and “consult” means to engage in a bi-lateral communication in which the person or entity consulted has a meaningful opportunity to question, to receive explanation, and to provide comment to the person or entity undertaking the consultation and includes an obligation, on the part of the person or entity required to consult, to consider comments received as part of the consultation prior to making a decision;

“Dedicated Municipal Division” means the police unit established pursuant to section 4 to provide police and law enforcement duties primarily in a single Municipality;

“Department” means the amalgamated Victoria and Esquimalt Police Department established pursuant to the 2002 Order in Council;

“Director” means the director of police services designated under the Act or a person appointed by him;

“Municipality” includes Victoria, Esquimalt and any other local government that may join the amalgamated policing pursuant to section 13;

“Optional Resources” means the resources requested by a Municipality pursuant to section 5.2;

“Parties” includes the Board and the Municipalities;

1.2 Interpretation

Except as expressly set out otherwise in this Agreement, the following will apply to the interpretation of this Agreement:

- (a) headings are for convenience and reference only and will not affect the interpretation of the Agreement;
- (b) words importing the singular include the plural, and vice versa;
- (c) words importing gender include all genders;
- (d) where reference is made to a “day”, “week”, “month” or “year”, the reference is to the calendar period;
- (e) where the date for any delivery or response required or permitted to be given under this Agreement falls on a Saturday, Sunday or a statutory holiday observed in British Columbia, the date for such delivery or response will be extended to the next following day that is not a Saturday, Sunday or a statutory holiday observed in British Columbia;
- (f) in calculation of time, the first day will be excluded and the last day will be included;
- (g) the words in this Agreement will bear their natural or defined meaning;

- (h) the word “including” is deemed to be followed by “without limitation”;
- (i) any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations and in force from time to time, and any statute or regulation that may be passed which has the effect of amending, supplementing or superseding the statute referred to or such statute’s corresponding regulations; and
- (j) the Parties confirm that they each have obtained independent legal advice, or elected not to obtain such advice, and accordingly agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

1.3 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

2 **TERM**

2.1 Term

Subject to early termination pursuant to section 2.2 or extension pursuant to section 2.4, this Agreement shall be in effect for 10 years commencing on January 1, 2014 (the “Effective Date”) and terminating on December 31, 2023.

2.2 Early Termination

A Municipality may terminate this Agreement by giving written notice to all other Parties and such termination shall be effective on January 1 following the second anniversary of the day on which the notice is delivered.

2.3 Election to Not Extend

A Municipality may elect not to extend the term of this Agreement by giving written notice to all other Parties no earlier than July 1, 2022 and no later than January 1, 2023.

2.4 Automatic Renewal

Unless this Agreement is terminated pursuant to section 2.2 or one of the Municipalities elects to not extend its term pursuant to section 2.3, the term of this Agreement shall be automatically renewed for 10 years commencing on the expiration of the original term and terminating December 31, 2033 on the same terms and conditions as contained in this Agreement except for this automatic renewal provision.

For certainty, if the term of this Agreement is automatically renewed, the Budget Allocation Formula in effect on December 31, 2023 remains in effect until such time as the Municipalities may agree to a new Budget Allocation Formula in accordance with section 11.

2.5 Effect of Early Termination

The Municipality which delivers notice of early termination pursuant to section 2.2 shall bear all costs reasonably incurred by the other Parties as a result of early termination, including any transition costs associated with the re-organization or re-structuring of the police force that may be necessary as a result of the early termination.

The Parties will work collaboratively during the notice period under section 2.2 to develop a transition plan to minimize or eliminate the costs of early termination, giving priority, where possible, to

- (a) absorption of any Optional Resources into regular police operations,
- (b) elimination of any positions through attrition, and
- (c) such other measures that the Parties, acting reasonably, consider appropriate in the circumstances.

2.6 Parties to Co-operate in the Event of Expiry or Termination

The expiry or termination of this Agreement does not affect the amalgamation of policing. Therefore, the parties agree to work collaboratively, in the event of expiry or termination of this Agreement, to develop a new arrangement for policing services in the Municipalities which may involve negotiation of a new

agreement or petitioning the government to amend or replace the 2002 Order in Council.

3 THE BOARD AND THE DEPARTMENT

3.1 Name of the Board

The amalgamated police board established pursuant to the 2002 Order in Council shall be known as the "Victoria and Esquimalt Police Board" and shall describe itself as such in all records and communications.

3.2 Co-chairs

Although the 2002 Order in Council provides that the mayor of Victoria is the chair of the amalgamated board and the mayor of Esquimalt is the vice-chair, the Parties agree to explore an alternative arrangement by which the two mayors would act as co-chairs of the Board.

3.3 Establishment of Priorities and Department Strength and Composition

Subject to the provisions of the Act and the 2002 Order in Council, the Board shall consult with the Municipalities prior to determining the priorities, goals and objectives of the Department and in relation to the composition and strength of the Department, however, nothing in this Agreement shall be interpreted so as to reduce or restrict the Board's ability to fulfill its statutory duties and obligations.

3.4 Alternative Approaches to Law Enforcement

Subject to the Act and any applicable collective agreement, the Board, in consultation with the Chief Constable, shall work with each Municipality to explore possible alternative methods for provision of law enforcement within the Municipality, including the use of bylaw enforcement officers, reserve police constables and volunteers from the community to assist in delivery of traditional community policing services.

4 DEDICATED MUNICIPAL DIVISIONS

4.1 Establishment of Dedicated Divisions

The Board shall establish and continue for each Municipality a dedicated division of such strength and composition as the Board, in consultation with the Chief Constable and the affected Municipality, considers necessary to:

- (a) provide regular patrol function adequate to police the area and the population in the Municipality;
- (b) provide adequate community policing resources;
- (c) ensure consistent police presence in the Municipality served by the Dedicated Municipal Division;
- (d) promote co-operative and productive relationships between members of the Dedicated Municipal Division and the community; and
- (e) give effect to the intent of this Agreement.

4.2 Dedicated Municipal Division to operate in one Municipality

Subject to emergencies and exigent operational requirements, as determined by the Chief Constable from time to time, the Dedicated Municipal Division shall operate out of a location within the Municipality it serves and it shall be deployed in the area of that Municipality, provided however, that it shall be permitted for all police units to commence their shifts out of a single location, such as the headquarters building.

4.3 Identification of Dedicated Municipal Division units

The vehicles used by the Dedicated Municipal Division shall be marked, in addition to ordinary police markings, in a manner which identifies them as part of the Dedicated Municipal Division serving the specific Municipality.

4.4 Reporting on Dedicated Division Performance

The Chief Constable, or a senior ranking police officer designated by him, shall meet quarterly with the representative or council of the Municipality to report on

matters of policing in the Municipality, including how the Dedicated Municipal Division achieves the objectives set out in this Agreement and shall submit a written report on the activities of the Dedicated Municipal Division to the Board and the Municipality the Dedicated Municipal Division serves on a quarterly basis.

The Chief Constable, or a senior ranking police officer designated by him, shall meet quarterly with community organizations, schools, and senior staff of the Municipality to understand police service delivery priorities for the Municipality.

4.5 Regular Review of Dedicated Municipal Divisions

The Board shall provide the Municipalities with data on actual use and deployment of the Dedicated Municipal Divisions within 30 days of each anniversary of this agreement coming into force, such data must include statistics on the deployment of Dedicated Municipal Division resources outside the Municipality normally served by that Dedicated Municipal Division.

Within 60 days of receiving the data under this section 4.5, each Municipality shall advise the Board of any concerns or issues regarding the use or deployment of the Dedicated Municipal Divisions and request any changes or modifications to the Dedicated Municipal Divisions' strength or deployment.

Within 60 days of receiving comments from a Municipality the Board shall provide the Municipalities with a proposal for changes, if any, to the strength or composition of one or more of the Dedicated Municipal Divisions that, in the opinion of the Board in consultation with the Chief Constable, are necessary to achieve the goals set out in section 4.1 and address valid Municipal concerns based on the data provided pursuant to this section 4.5 and good policing practices and standards.

In the event a Municipality is dissatisfied with the Board's proposal under this section 4.5 it shall, within 60 days of receiving such proposal, submit the matter for resolution to the Administrative Committee and the provisions of section 12 shall apply.

4.6 Initial Composition of the Dedicated Municipal Divisions

The strength and composition of the Dedicated Municipal Divisions as of January 1, 2015 shall be as set out in Appendix A and shall not be altered by the Board

unless necessary to meet the requirements of the Act or in accordance with this Agreement.

4.7 Selection of Officer in Charge

Subject to the Act and any applicable collective agreement, the officer in charge of a Dedicated Municipal Division shall hold the rank of inspector or higher.

The Municipality shall be consulted before the appointment of the officer in charge for the Dedicated Municipal Division serving the Municipality.

5 **OPTIONAL RESOURCES**

5.1 Municipal Opting-in

Subject to the Act, in addition to the regular review of the Dedicated Municipal Divisions under section 4.5, each Municipality shall have the option to increase policing resources serving its community, including

- (a) increasing the number of police officers within its Dedicated Municipal Division;
- (b) altering the composition of the Dedicated Municipal Division;
- (c) establishing one or more police storefront offices;
- (d) acquiring any specialized tools or equipment for the use of the Dedicated Municipal Division; or
- (e) such other measures that, in the opinion of the Municipality, are needed to better serve its community.

5.2 Requesting Optional Resources

To exercise the rights under section 5.1, the Municipality shall provide written notice to the Board setting out the Optional Resources, above the minimum established by the Board as required to achieve the purposes of section 4.1, that the Municipality wishes to have added to its Dedicated Municipal Division.

5.3 Board to provide Optional Resources

Provided that the addition of the Optional Resources is consistent with the Act and all applicable laws, and any applicable collective agreements the Board shall accommodate the Municipal request under section 5.1 as soon as practicable and, in any event, no later than within one year of receipt of the request and shall amend the composition, strength or equipment of the affected Dedicated Municipal Division as required.

5.4 Opting-out of Optional Resources

A Municipality which has exercised its rights under section 5.1 may request the Board to eliminate any Optional Resources provided that no less than one year has passed since the implementation of such Optional Resources, and, subject to any applicable laws and collective agreements, the Board shall do so as soon as is practicable, unless in the Board's opinion it would compromise the ability to meet requirements under the Act.

5.5 Payment for Optional Resources

The Municipality requesting Optional Resources under section 5.1 or eliminating optional resources under section 5.4 shall pay directly to the Board the actual cost of those changes, including any transition, implementation, or cancellation costs reasonably incurred by the Board as a result of the request.

5.6 Reporting on Optional Resources

Within 60 days of receiving a request under section 5.2 or 5.4, the Board shall deliver to all Municipalities a report on any proposed changes to the Dedicated Municipal Divisions and such report shall include information about the nature and cost of the Optional Resources, transition or cancellation costs, and impact of the change on other police operations.

6 **PERFORMANCE METRICS**

6.1 Development of Performance Metrics

No later than January 1, 2015, the Board, in consultation with the Chief Constable and the Municipalities, shall ensure that quantitative and qualitative

performance measures are established and reported at such intervals as necessary, but no less frequently than quarterly, for each Municipality in order to permit each Municipality to reasonably assess the fulfillment by the Board and the Department of the obligations under this Agreement and delivery of policing services within each Municipality.

For clarity, the Quantitative and Qualitative Measures established and reported pursuant to this section may vary from time to time and may, with the consent of the Municipalities, be different for each Municipality.

6.2 Quantitative Measures

For the purposes of this Agreement, Quantitative Measures means information and data from the Police Records Information Management Environment records management system, Computer Aided Dispatch system and other police data sources that provide statistical information about crime and policing in each Municipality, including information about crime rates, call volume, response times, and other relevant matters.

6.3 Qualitative Measures

For the purpose of this Agreement, Qualitative Measures means information and data related to the effectiveness of activities focused on Community Engagement within each Municipality. For greater certainty, Community Engagement activities may include but are not limited to such activities as participation in community meetings or events; problem oriented policing projects, programs to promote visibility in the community, crime prevention programs and community outreach initiatives.

6.4 Separate Statistics for Each Municipality

Information required pursuant to sections 6.1 shall be maintained and reported by the Board separately for each Municipality.

6.5 Public Survey

The Board shall cause a public survey to be carried out in 2014 and every three years thereafter collecting data for each Municipality. The survey shall be consistent with other surveys related to police services conducted in other Canadian municipalities and shall be designed to assess community satisfaction

with policing services and help identify community priorities for policing and law enforcement.

The survey shall solicit input from residents of each Municipality and be conducted in such a manner that meaningful results for each Municipality are produced.

The Board shall deliver results of the survey to the Municipalities and the Chief Constable, or a senior police officer designated by him, shall attend the meetings of each Municipal council to discuss results of the surveys.

6.6 Performance Targets

The Board shall, in consultation with the Municipalities, establish performance metrics, priorities, goals and objectives for the Department and each Dedicated Municipal Division to assess and monitor the delivery of police services and measure the effectiveness and efficiency of policing in each Municipality and in the entire area served by the Department.

7 **BUDGET**

7.1 Budget Preparation

The Board must consider input received from the Municipalities while preparing the budget, and shall prepare the budget in accordance with this Agreement.

No later than May 31, each Municipality shall provide the Board any budget or financial targets for the following calendar year. The Department's director of finance shall meet with Municipalities' directors of finance as necessary to discuss budget preparation.

No later than October 31, the Board shall submit a provisional budget for the following year to the Municipalities for their consideration.

No later than November 30, the Parties shall hold a joint meeting of the Board and the councils of the Municipalities to discuss the provisional police budget.

No later than January 31, the Board shall hold a meeting with council of each Municipality to discuss the provisional budget.

No later than February 28, the Board shall submit to each Municipality its final budget for the year for approval by the Municipality.

All budget submissions must clearly identify the costs of any Optional Resources and each Municipality's share of the total police budget calculated in accordance with section 11.

7.2 Budget Adoption

Each Municipality must consider and include in its budgeting process the provisional police budget submitted pursuant to section 7.1.

Upon approval of the final budget, each Municipality must include its share of the total police cost in its budget.

7.3 Budget Disputes

Any Party may invoke the provisions of section 12 at any time during the budget process, provided however that, until there is an agreement or a final decision, the Party is required to follow the budgeting process as set out in this section 7.

8 **RESERVE FUNDS**

8.1 Reserve Funds to be Maintained

The Board shall maintain the following reserve funds in accordance with this section 8:

- (a) Equipment and Infrastructure Reserve Fund;
- (b) Employee Benefit Obligation Reserve Fund; and
- (c) Financial Stability Reserve Fund.

8.2 Equipment and Infrastructure Reserve Fund

The Equipment and Infrastructure Reserve Fund may be used to purchase capital assets such as vehicles, computer equipment, communications

equipment, building upgrades and furniture. Funding for this reserve is provided by annual transfers from the Department's operating budget adopted in accordance with this Agreement. Expenditures from this fund must be made according to the 20 year capital plan approved by the Board.

8.3 Employee Benefit Obligation Reserve Fund

The Employee Benefit Obligation Reserve Fund shall be maintained to ensure future liabilities for employee's retirement payouts, vacation payouts and sick leave are fully funded. The Board will retain an actuary to review the valuation of the fund each year and make a full evaluation of it every three years. Funding for this reserve shall be provided by annual transfers from the Department's operating budget adopted in accordance with this Agreement. Once fully funded, no further transfers will be made into this fund.

8.4 Financial Stability Reserve Fund

The Financial Stability Reserve Fund shall be maintained to deal with any unanticipated event not contemplated at the time the budget was prepared. The fund shall be funded to the maximum of 2.5% of the net police budget. Expenditures from this fund must be approved by the Board.

8.5 Reporting on Reserve Funds

As part of the annual budget process, the Board shall report to the Municipalities the status of each reserve fund established under this section and shall report all expenditures made from the reserve funds.

9 **PAYMENTS AND ACCOUNTING**

9.1 Payments

Subject to any special arrangement between the Board and a Municipality, each Municipality shall pay to the Board its share of policing costs, as set out in the budget adopted by the Board and approved by the Municipalities in twelve monthly payments payable on the 15th of every month.

Until the final police budget is approved by the Municipalities, payments shall be calculated on the basis of the last approved police budget.

The monthly payments under this section 9.1 shall be a debt due and owing to the Board from each Municipality severally. For certainty, a Municipality is not liable for payment of obligations of another Municipality.

9.2 Surplus

Any surplus existing in the Department's actual results at year end shall be:

- (a) transferred to the Financial Stability Reserve Fund if the fund balance is less than the maximum amount established under section 8.4 in effect for the year in which the surplus was generated;
- (b) transferred to the Employee Benefit Obligation Reserve Fund until that fund is fully funded; or
- (c) transferred to the Municipalities in accordance with the Budget Allocation Formula in effect for the year in which the surplus was generated.

9.3 Deficit

Any extraordinary expenditures or shortfall in revenues shall be funded from the Financial Stability Reserve Fund or through adjustment of the expenditures under the approved budget. If there still are insufficient funds within the approved budget to meet the Department's obligations, the Municipalities shall cover any shortfall in accordance with the Budget Allocation Formula in effect for the year in which the deficit was incurred.

9.4 Arrangements between the Board and Victoria

The Board may make special financial and accounting arrangements with Victoria to continue to maintain reserve funds under section 8 of this Agreement and to continue to carry out accounting and financial management functions for the Department as part of Victoria's accounting structure. Provided, however, that each Municipality shall have full access to all financial information related to policing.

10 INSURANCE AND LIABILITY

10.1 Insurance and Claims

All insurance premiums, claims management costs, the amount of settlement of claims, and deductibles applied to claims settled or paid by an insurer on behalf of the Department, will be charged to the Department and shared by the Municipalities based on the Cost Allocation Formula in effect the year the payment is made. Each Municipality agrees that it shares joint responsibility, according to the Cost Allocation Formula, for all insurance and claim related costs regardless of where the incident giving rise to the claim occurred.

10.2 Reporting of Claims

The Board shall report to the Municipalities all information on insurance claims and settlement information as detailed in section 10.1 on an annual basis.

11 BUDGET ALLOCATION

11.1 Initial Budget Allocation

Each Municipality's percentage share of the police budget, not including any Optional Resources, during the first five years of the term of this Agreement shall be:

Year	Victoria's share	Esquimalt's share
2014	84.8	15.2
2015	85.0	15.0
2016	85.3	14.7
2017	85.3	14.7
2018	85.3	14.7

11.2 Budget Allocation Formula

The Municipalities shall develop a formula for the equitable allocation of the approved police budget beyond the initial five years. The work on the development of this formula shall be commenced by the Administrative Committee no later than June 2017.

It is anticipated that the Budget Allocation Formula shall take into account factors based on the actual experience during the operation of this Agreement and will utilize quantifiable criteria which reflect each Municipality's relative need for police resources.

Councils of both Municipalities must approve the final Budget Allocation Formula before it can be implemented.

11.3 Default Budget Allocation

In the event the Municipalities cannot agree on the final Budget Allocation Formula prior to December 31, 2018, the Municipalities shall share costs of policing in accordance with the Budget Allocation Formula in effect on December 31, 2018 until such time as the Parties may agree to a new Budget Allocation Formula in accordance with this section 11.

11.4 Cost of Optional Resources

Each Municipality shall pay directly to the Board the actual cost, as identified in the budget prepared by the Board, of any Optional Resources that it had requested and the Board had implemented in accordance with section 5 of this Agreement.

12 **ADMINISTRATIVE COMMITTEE AND DISPUTE RESOLUTION**

12.1 The Administrative Committee

The Parties shall establish a committee to be known as the "Administrative Committee" to facilitate collaborative approach to the handling of the disputes, concerns and issues during the implementation and duration of this Agreement. The Administrative Committee shall be comprised of the Director, the Chief Constable and a senior representative from each Party as follows:

- (a) the Board – a member of the Board selected by the Board from the members appointed pursuant to section 23(1)(c) of the Act;
- (b) Esquimalt – Chief Administrative Officer; and
- (c) Victoria – City Manager.

Provided, however, that the Director shall not participate in any meetings of the Administrative Committee which deal with a dispute under section 12.5(a) or another matter that may require the Director to act as the final decision maker under the Act.

12.2 Referring issues to the Administrative Committee

At any time, a Party may, through its representative, seek assistance of the Administrative Committee to resolve any dispute, concern or issue.

12.3 Administrative Committee procedures

- (a) The Administrative Committee shall be chaired by the Director or, in his absence, by a person agreed upon by other members of the committee.
- (b) The Administrative Committee shall meet no later than 14 days after the delivery of notice identifying the matter requiring resolution from any committee member to the chair of the committee.
- (c) Meetings shall be in person but may, with the consent of the chair, be by telephone or other electronic media.
- (d) Members of the Administrative Committee may seek assistance of staff or professional advisors.

12.4 Administrative Committee decisions

Decisions of the Administrative Committee shall be unanimous and shall be final and binding on the Parties, except for budget approval or adjustment to the Budget Allocation Formula which shall not be final and binding until approved by the councils of the Municipalities and, in the case of the budget, by the Board.

12.5 Dispute resolution

In the event the Administrative Committee cannot reach a unanimous decision within 21 days of the first meeting at which the issue was discussed, or such longer period as the Administrative Committee may unanimously decide, or a budget is not approved by one or more Municipalities, the matter shall be dealt with as follows:

- (a) Disputes regarding an item in a budget proposed by the Board that is not approved by one or more Municipality shall be dealt with in accordance with the Act;
- (b) Disputes regarding interpretation or application of the funding formula shall be referred to arbitration pursuant to *Arbitration Act*. The Municipalities shall be the only Parties to arbitration under this provision; however the Board shall be entitled to submit its position on the matter(s) at issue to the arbitrator;
- (c) Disputes involving interpretation of this Agreement other than as outlined in paragraph (b) shall be resolved by submitting the issue to a senior BC lawyer, acceptable to all Parties, for a legal opinion and his or her interpretation shall be binding on all Parties. The cost of retaining the lawyer shall be shared equally between the Parties;
- (d) If, in the opinion of any party, a dispute does not affect its interests that party may serve written notice on the other parties through the Administrative Committee that it will not participate in that process. Where a party serves notice under this section, it shall not be entitled to participate in the dispute resolution process and shall not be responsible for any costs associated with the dispute resolution process.
- (e) All other disputes will be dealt with through arbitration pursuant to the *Arbitration Act*.

12.6 Mediation Option

Notwithstanding section 12.5, any dispute may, with the consent of all Parties, be referred to nonbinding mediation; provided however that if such mediation is not successful within 120 days, section 12.5 shall apply. The costs of the mediation shall be shared equally between the Parties.

13 **ADDITIONAL MUNICIPALITIES AND REGIONAL COSTS**

13.1 Municipalities May Join

Subject to the Act and the consent of all the existing Parties, any Municipality in the Capital Regional District may be added as a Party to this Agreement on such

terms and conditions as the existing Parties and the joining Municipality deem appropriate.

13.2 Regional Costs

The Parties recognize and acknowledge that the Department serves the Provincial Capital and the core area of the Capital Regional District which involves policing activities and costs beyond what would be expected in a similarly sized municipal area. Therefore, the Parties agree to work collaboratively with the Province, the Capital Regional District, and the neighbouring municipalities for a recognition and fair contribution towards those regional costs of policing.

14 **TRANSITION**

14.1 Efficiency Review

No later than January 1, 2015, the Board shall engage a qualified external consultant to conduct the efficiency review of the Department, provided that it receives sufficient financial support for such engagement from the Director. The selection of the consultant and the terms of reference for the review shall be approved by the Board in consultation with the Administration Committee.

The final report shall be delivered to all Parties to the Agreement.

14.2 Implementation

The Board shall work in consultation with the Chief Constable to implement this Agreement, in particular the establishment of the Dedicated Municipal Divisions and collection and reporting of statistics, as early as practicable but in any event no later than by January 1, 2015.

The Board shall, through its member on the Administrative Committee, report to all Parties on the progress of the implementation on a quarterly basis.

14.3 Counterparts

This Agreement may be executed and delivered in several counterparts, including by facsimile (or other similar electronic means, including via PDF), each

of which when so executed and delivered will be deemed to be an original and such counterparts together will be one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written to be effective as of the Effective Date.

THE VICTORIA AND ESQUIMALT POLICE BOARD

Per: _____



Authorized Signatory

MAYOR DEAN FORTIN
#1 Centennial Square
Victoria BC V8W 1P6

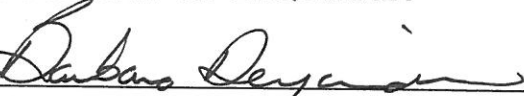
Per: _____



Authorized Signatory

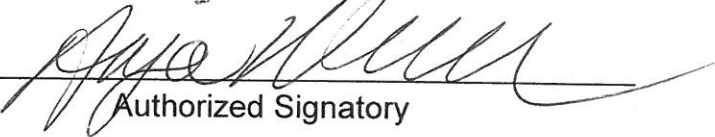
THE TOWNSHIP OF ESQUIMALT

Per: _____



Authorized Signatory

Per: _____



Authorized Signatory

THE CITY OF VICTORIA

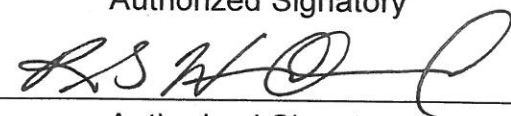
Per: _____



Authorized Signatory

MAYOR DEAN FORTIN
#1 Centennial Square
Victoria BC V8W 1P6

Per: _____



Authorized Signatory

Robert G. Woodland
Corporate Administrator
City of Victoria
#1 Centennial Square
Victoria BC V8W 1P6

APPENDIX A – Dedicated Municipal Divisions

Pursuant to section 4.6, the composition and strength of the Dedicated Divisions as of January 1, 2015 shall be:

Esquimalt Division:

Officer in Charge
24 police officers
2 Civilian staff members

Victoria Division:

Officer in Charge
110 police officers
2 Civilian staff members

THE CITY OF VICTORIA



OFFICE OF THE MAYOR

November 19, 2024

Elizabeth Cull
Chair, Finance Committee
Victoria and Esquimalt Police Board

Sent via email: Board@vicpd.ca

Dear Elizabeth Cull,

Considering its impact on the city's overall budget, Council must ensure that all police services and programs are included in the Victoria and Esquimalt Police Board's 2025 provisional budget.

Any programs intended to provide adequate police services, such as resources to support activities and actions arising from the "late night task force", are expected to be included in the VEPB police budget.

Thank you for your time and attention to this matter.

Sincerely,

Marianne Alto
Victoria Mayor

"The City of Victoria recognizes the Songhees and Xwsepsum Nations in whose traditional territories we live and work "Hay swx qa"



VICTORIA & ESQUIMALT POLICE BOARD

DATE:	May 20, 2025
TO:	Victoria & Esquimalt Police Board
FROM:	Chief Cst. Manak
SUBJECT:	Chief Constable Monthly Engagement Highlights
ACTION:	For Information

Internal & External Engagements

April 22	Attended the Surrey Police Service Change of Command Ceremony
April 23	Presented a promotional plaque to Sergeant Ford
April 23	Attended Police Honours Night
April 24	Welcomed new VicPD recruits to the Before the Badge session
April 24	Presented the Victoria Royals Community Service Award to Royals goalie, Jayden Kraus
April 24	Presented a promotional plaque to Sergeant Bader
April 24	Presented a Chief's Commendation Award to Constable Shelley
April 24	Provided a Chief's update to Patrol Division, C Watch
April 26	Attended the VicPD Reserve Class graduation ceremony
April 26	Attended retired Chief Snowden's Celebration of Life service
May 1	Attended the recruit swearing-in ceremony for Class 177
May 10	Attended the Esquimalt Buccaneer Days Parade
May 19	Participated in the Victoria Day Parade

Equity, Diversity & Inclusion Engagements

April 27	Attended Khalsa Day Parade
April 27/28	Attended the Filipino Community Centre re: Vancouver street festival tragedy
May 15	Attended the Moosehide Campaign March
May 15	Attended the Aboriginal Coalition to End Homelessness Celebration



April 19, 2025

Micayla Hayes
Chair, Victoria Esquimalt Police Board

Dear Ms. Hayes:

Thank you very much for Victoria Esquimalt Police Board's generous sponsorship of \$575.00 towards a coffee break. As a not-for-profit organization, your support helps our efforts to bring opportunities for meaningful engagement with police boards, police services, local government and other agencies related to policing and police governance. Your sponsorship will be acknowledged at the conference.

We look forward to hosting you and your conference registrants soon.

With gratitude and kind regards,

Lara Victoria
President, BCAPB

From: [Dhillon, Sean](#)
To: [Lamoureux, Tanya](#)
Cc: [Hayes, Micayla](#); [Cull, Elizabeth](#);
Subject: Resignation from VicPD Police Board
Sent: 2025-05-05 11:57:49 PM

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Micayla and Elizabeth,

I have sent in my resignation to the Province effective May 6th 2025.

It does not feel right to attend the committees tomorrow, impacting any decisions made and then suddenly leave midway between it and the next Board meeting in May. I will formally be appointed to Saanich shortly this month, my new email is [REDACTED]

I am still attending BCAPB, under Saanich's banner, however, I will be sending my conference costs to them, not Vicpd thereby saving the department.

And if I am able, I will probably attend the public portion of May's Board meeting (as an audience member) to say goodbye to the team. Otherwise, I thank you and the Board members past and present for your support and collaboration, I've enjoyed my tenure at VicPD. I have sent Del a copy of an appreciation letter to the department and the board he can share if wants to.

Tanya, when I return, I will drop off my building access pass and any other items. Please cancel my access to this email, I will not be reading any emails here after this message is sent, the app/email will be deleted at my end.

Thank you and see you all

Sean

Sean S. Dhillon ICD.D
Governance & Finance Committee
Victoria and Esquimalt Police Board
850 Caledonia Ave
Victoria, BC V8T 5J8
[REDACTED]
[REDACTED]

I acknowledge with respect the Lekwungen-speaking peoples on whose traditional territory I stand on and the Songhees, Esquimalt and WSÁNEC peoples whose historical relationships with the land continue to this day

From: dalyak [REDACTED]

Date: 2025-04-19 3:39 p.m. (GMT-08:00)

To: "Marianne Alto (Mayor)" [REDACTED]

Subject: Resignation - May 31, 2025

Mayor Alto, I have appreciated the opportunity you provided me as the City of Victoria's appointee to the VicPD Police Board. I respect the commitment and dedication of the Board members and the work performed each day by the Chief, our sworn members and the civilian employees of VicPD, as they contribute to the community safety and well-being of the citizens of Victoria and Esquimalt.

Please accept this email as my official notification that my personal circumstances are such that I do not wish to be reappointed to the Board. As this time is one of change, and to allow a new appointee the maximum opportunity to begin their learning journey in this very critical role as soon as possible, my effective termination date will be May 31, 2025.

I welcome future opportunities to contribute to policing, community safety, and well-being in whatever capacity I may be of service. Being on the VicPD board has provided me with valuable experience, which I can take with me to other roles or opportunities that may be provided.

Respectfully submitted,

Dale Anne Yakimchuk

E-COMM MAY UPDATE FOR POLICE AND LOCAL GOVERNMENT PARTNERS

We are writing to share our monthly update on key activities at E-Comm to strengthen and improve our services on behalf of our police partners and the public we serve.

Service levels to April 30, 2025

- ***Strong service performance for police emergency call-taking, 9-1-1*** – Police emergency call-taking service levels remained strong, reaching 92% year-to-date (YTD) in the Lower Mainland and 91% on Vancouver Island. Both regions surpassed the set target of 88% of police emergency calls answered in 10 seconds. For 9-1-1, 98% of calls were answered within 5 seconds or less.
- ***Police non-emergency service levels remain strong, call volumes rise*** – Non-emergency (NER) service levels remained strong at 87% in the Lower Mainland, and 85% on Vancouver Island (target: 80% of calls answered in three minutes or less). Lower Mainland YTD NER call volumes rose 8.5% versus the same period in 2024, while police emergency call volumes *decreased* over the same period, by 3%. This may be an early sign that our ongoing public education efforts around service improvements are having a positive impact on reporting.

Transformation Updates

- ***New Westminster Police resume full non-emergency service with E-Comm*** – On April 15, E-Comm reassumed full-time non-emergency call-taking for the New Westminster Police Department. The reintegration went smoothly with no service level impacts expected.
- ***New emergency call takers begin on-the-job training*** – Four of our non-emergency call takers successfully completed their classroom training to become emergency call takers in April and moved to on-the-job learning on our Operations floor in the Lower Mainland.

Major Critical Incident in Vancouver

- ***Mass Casualty Incident at Vancouver Lapu Lapu Festival*** – On April 26, our Lower Mainland call takers and dispatchers responded to a mass casualty incident at the Lapu Lapu Festival in Vancouver. Extra staff came in to offer help and our Peer Support teams were engaged for those handling incredibly difficult calls with professionalism and compassion. Our hearts are with the family and friends of the victims, and our first responder partners who attended the scene.

Financial Forecasting for 2026

- ***2026 levy forecast*** – Our Finance Unit is working to prepare early levy forecast guidance to share with partners in the coming months. As engagement work on our new financial model has paused during the Province's independent review of E-Comm, the existing methodology will be used to calculate the 2026 levy forecast.

Communications & Public Affairs

- ***Emergency Service Dispatchers and 9-1-1 Awareness Week*** – The critical work of our employees was acknowledged throughout 9-1-1 Week (April 13 – 19) with internal events and a social media campaign. Staff greatly appreciated visits from police and fire agencies, as well as online expressions of gratitude and support from partners, local governments, and the Province.

E-Comm 9-1-1
Helping to Save Lives and Protect Property

MAY 2025 UPDATE

LOWER MAINLAND YEAR-TO-APR 30

	Target	2021	2022	2023	2024	2025
9-1-1	95%/5s	99%	97%	99%	98%	98%
Police Emergency	88%/10s	89%	83%	91%	93%	92%
Police Non-Emergency	80%/180s	66%	46%	68%	87%	87%
Fire Emergency	90%/15s	92%	90%	95%	94%	97%

VANCOUVER ISLAND YEAR-TO-APR 30

	Target	2021	2022	2023	2024	2025
9-1-1	95%/5s	99%	97%	99%	98%	98%
Police Emergency	88%/10s	92%	91%	89%	91%	91%
Police Non-Emergency	80%/180s	88%	86%	81%	81%	85%

TRANSFORMATION AND OPERATIONS UPDATES



Non-emergency service levels strong, call volumes rise



New emergency call takers begin on-the-job training



E-Comm now providing full time non-emergency service for New Westminster Police

EMERGENCY SERVICE DISPATCHERS AND 9-1-1 AWARENESS WEEK APRIL 13 - 19

9-1-1 Week sees first responder visits, internal recognition events, and messages of gratitude from partners, local governments, and the Province

