

**Memorandum of Understanding Respecting  
Systemic Investigations under the *Police Act***

*Between:*

**The Office of the Police Complaint Commissioner of British Columbia,**

represented by the Police Complaint Commissioner

*And*

**The Municipal Police Departments of British Columbia**

*And*

**The Metro Vancouver Transit Police**

*And*

**The Stl'atl'imx Tribal Police,**

represented by their respective Chief Constables and Chief Officers

Dated for reference January 14, 2026

## Table of Contents

<b>Preamble</b> .....	2
<b>Definitions</b> .....	2
<b>Part 1 Ongoing Dialogue</b> .....	3
<b>Part 2 Notifying Police Agencies of a Systemic Investigation</b> .....	3
Draft Terms of Reference .....	3
Obligation to Preserve Evidence .....	4
Notice of Systemic Investigation .....	4
Primary Point of Contact .....	4
Updates during Systemic Investigation .....	4
<b>Part 3 Access to Records</b> .....	4
Demands for Records .....	4
Discovery of Additional Records .....	5
<b>Part 4 Information Requests, Interviews, and Statements</b> .....	6
Requests for Information, Interviews, and Statements from Members .....	6
Duties to Cooperate .....	6
Persons Who May Attend an Interview .....	6
Use of Space by OPCC .....	7
<b>Part 5 Access to Premises without Warrant</b> .....	7
<b>Part 6 Use of Records, Statements, and Information</b> .....	7
<b>Part 7 Final Report</b> .....	8
<b>Part 8 Non-derogation Terms</b> .....	9
<b>Part 9 General</b> .....	9

## **Preamble**

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The Police Complaint Commissioner is an independent officer of the legislature responsible for, among other things, conducting investigations into systemic matters pursuant to s. 177.01 of the *Police Act*.

A systemic investigation is an investigation into a systemic cause or contributor to complaints, or a systemic problem associated with investigations or the administration of discipline or proceedings under Part 11 of the *Police Act*.

A systemic investigation is not focused on assigning individual blame. The purpose of a systemic investigation is to learn about the systemic matter and develop recommendations to address it.

The *Police Act* confers upon the Police Complaint Commissioner various investigative powers necessary for carrying out systemic investigations. The police agencies are anticipated to be primary holders of information relevant to systemic investigations.

The signatories to this Memorandum of Understanding wish to facilitate cooperative, efficient, and effective systemic investigations under the *Police Act*.

This Memorandum of Understanding represents the signatories' spirit of cooperation, common purpose, and efficiency.

This Memorandum of Understanding is to be read and applied in a manner consistent with applicable law, and in particular, the *Police Act*.

The Police Complaint Commissioner and the police agencies recognise the mutual independence of the signatories to this Memorandum of Understanding. Nothing in this Memorandum of Understanding is to be interpreted in a manner that infringes or could be reasonably seen to infringe this independence.

## **Definitions**

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The following terms are defined for the purposes of this Memorandum of Understanding:

**“Commissioner”** means the Police Complaint Commissioner;

**“director”** means the director of policing and law enforcement services appointed under s. 39(1) of the *Police Act*;

**“final report”** means a report prepared under s. 177.01(4) of the *Police Act*;

**“MOU”** means this Memorandum of Understanding;

**“OPCC”** means the Office of the Police Complaint Commissioner;

**“police agencies”** means the signatories to this MOU except the OPCC;

**“primary point of contact”** means the person designated by a police agency under paragraph 2.5 of this MOU;

**“signatories”** means the signatories to this Memorandum of Understanding; and

**“systemic investigation”** means an investigation described in s. 177.01 of the *Police Act*.

## **Part 1            Ongoing Dialogue**

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- 1.1 The signatories acknowledge their shared interest in ongoing dialogue about systemic causes or contributors to complaints and systemic problems associated with investigations or the administration of discipline or proceedings under Part 11 of the *Police Act*, and that this dialogue can facilitate proactive and cooperative action to address these issues. The signatories will meet to discuss these issues at regular and mutually agreed upon intervals.

## **Part 2            Notifying Police Agencies of a Systemic Investigation**

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### **Draft Terms of Reference**

- 2.1 Before investigating a systemic matter under s. 177.01(1) of the *Police Act* and providing notice to the director under s. 177.01(3), the OPCC will:
  - (a) prepare draft terms of reference for the proposed systemic investigation;
  - (b) subject to paragraph 2.2, provide the relevant police agencies with the draft terms of reference, which will include a description of the anticipated scope of the proposed systemic investigation; and
  - (c) invite the relevant police agencies to, within a time period and in a manner specified by the Commissioner, provide feedback on the draft terms of reference for consideration by the Commissioner.
- 2.2 The following applies to any draft terms of reference referred to in paragraph 2.1:
  - (a) prior to the OPCC providing a police agency with the draft terms of reference, the police agency must provide the OPCC with a written list of the individuals within the policy agency who will be granted access to it. No person other than the listed individuals may be given access to the draft terms of reference without the prior written consent of the OPCC; and
  - (b) prior to receiving access to the draft terms of reference, each of the listed individuals must sign an undertaking of confidentiality in a form specified by the OPCC, and a copy of the signed undertaking must be provided to the OPCC.

## **Obligation to Preserve Evidence**

2.3 Upon receiving notice of a proposed systemic investigation under paragraph 2.1, the Chief Constable/Officer of each police agency will take all lawful measures necessary to preserve evidence relevant to the proposed systemic investigation.

## **Notice of Systemic Investigation**

2.4 After issuing notice to the director pursuant to s. 177.01(3) of the *Police Act*, the OPCC will, within 10 business days, provide the relevant police agencies with written notice of the systemic investigation and the terms of reference for the systemic investigation.

## **Primary Point of Contact**

2.5 Upon receiving the notice in paragraph 2.4, a police agency will, within 10 business days, notify the OPCC of a primary point of contact in respect of the systemic investigation.

2.6 The primary point of contact will have sufficient authority to fulfil the role, which will include:

- (a) acting as a point of contact for communications from the OPCC to the police agency regarding the systemic investigation;
- (b) responding to requests from the OPCC for records or information; and
- (c) coordinating with the OPCC in respect of investigation activities that require cooperation by the police agency.

## **Updates during Systemic Investigation**

2.7 When the OPCC considers it appropriate and practicable, the OPCC will provide updates on the progress of an ongoing systemic investigation to the relevant police agencies.

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## **Part 3 Access to Records**

3.1 The signatories to this MOU understand and acknowledge the importance of prompt and complete disclosure of relevant information and records that are in the custody or under the control of the police agencies and that such disclosure is necessary for effective and efficient systemic investigations under the *Police Act*.

## **Demands for Records**

3.2 Prior to issuing a formal demand for records to a police agency under s. 100(1)(c) of the *Police Act*, the OPCC will, unless the OPCC considers it impracticable to do so, discuss with the police agency the scope of the proposed demand and any anticipated challenges in producing the documents sought, and will endeavour to identify a mutually agreeable

and reasonable deadline for the production of the records sought. The signatories recognize that timelines for producing records may be impacted by the nature and volume of the requested records.

3.3 The OPCC will issue any demand for records from a police agency under s. 100(1)(c) of the *Police Act* to the primary point of contact.

### **Exceptions to Disclosure**

3.4 In accordance with ss. 100(4) and 100(2)(e) of the *Police Act*, a police agency may redact or refuse to produce a record only if:

- (a) the record or redacted information is subject to solicitor-client privilege;
- (b) disclosure of the record or redacted information would be an offence under an Act of Parliament; or
- (c) disclosure of the record or redacted information could be reasonably expected to do any of the things described in s. 15(1) of the *Freedom of Information and Protection of Privacy Act*.

3.5 Subject to the exceptions in s. 100(2)(e) of the *Police Act* (see paragraph 3.4 above), a police agency that receives a demand for records under s. 100(1)(c) will, by the date specified in the demand, provide the requested records that are in its custody or under its control in the manner and form specified in the demand.

3.6 The primary point of contact will promptly notify the OPCC in writing if a requested record does not exist.

3.7 The primary point of contact will promptly notify the OPCC in writing and provide a written explanation if the police agency declines to provide a requested record in whole or in part on the basis that:

- (a) one or more exceptions to disclosure prescribed in s. 100(2)(e) of the *Police Act* applies, or
- (b) the record is not within the custody or under the control of the police agency.

### **Discovery of Additional Records**

3.8 If, after providing records in response to a demand under s. 100(1)(c) of the *Police Act*, a police agency learns of any additional record in its custody or under its control that is responsive to the demand, it will take immediate steps to notify the OPCC and produce the additional record or records.

## **Part 4                   Information Requests, Interviews, and Statements**

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### **Requests for Information, Interviews, and Statements from Members**

- 4.1 The OPCC will direct requests for information, interviews, and statements from members of the police agency through the police agency's primary point of contact except in circumstances where the OPCC considers it inappropriate or impracticable to do so.
- 4.2 When scheduling an interview with a member or civilian employee of a police agency for the purpose of a systemic investigation, the OPCC will make best efforts not to interfere with work schedules and to accommodate reasonable requests by the member respecting the time and place of the interview.
- 4.3 The OPCC will provide a member or civilian employee of a police agency with an overview of anticipated interview topics prior to conducting an interview with the member or civilian employee, unless the OPCC considers it inappropriate or impracticable to do so. The OPCC may, in advance of an interview, direct a member or civilian employee of a police agency to documents anticipated to be discussed in the interview.

### **Duties to Cooperate**

- 4.4 The Chief Constable/Officer of each police agency will inform their members of their duties to cooperate fully with a systemic investigation in accordance with ss. 177.03 and 101(2) to (5) of the *Police Act*, including but not limited to obligations to fully comply with requests from the OPCC to:
  - (a) answer questions in respect of matters relevant to the investigation and attend at a place specified by the OPCC to answer those questions;
  - (b) provide the OPCC with a written statement in respect of matters relevant to the investigation;
  - (c) maintain confidentiality with respect to any aspect of an investigation, including the fact of being questioned or being asked to provide a written statement.
- 4.5 The OPCC acknowledges that ss. 177.03(1) and 101 of the *Police Act* do not apply to civilian employees of police agencies. For clarity, this acknowledgement does not affect obligations in other provisions of the *Police Act*, including without limitation ss. 100(2)(e), 100(4), and 106.

### **Persons Who May Attend an Interview**

- 4.6 Members and civilian employees may have an agent, legal counsel, or support person present during an interview provided that
  - (a) the OPCC is given advance notice of the person(s) who will attend, and

(b) the agent, legal counsel, or support person does not improperly interfere with the conduct of the interview and follows any applicable guidelines issued by the Commissioner under the *Police Act*, and is not subject to a real or perceived conflict of interest with respect to the subject matter of the interview.

### **Use of Space by OPCC**

4.7 When requested by the OPCC, a police agency will provide a suitable room for use by the OPCC for the purpose of carrying out activities pertaining to the systemic investigation, including, for example, conducting interviews of members or civilian employees of the police agency or reviewing records or other materials.

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### **Part 5 Access to Premises without Warrant**

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5.1 If the OPCC decides to exercise powers of access in respect of a police agency under s. 100(1) of the *Police Act*, the OPCC will, unless the OPCC considers it impracticable to do so, provide notice to, and discuss with, the police agency regarding the timing and manner of access, including arrangements, if any, for the primary point of contact or delegate to accompany the OPCC.

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### **Part 6 Use of Records, Statements, and Information**

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6.1 Subject to binding direction from a court, in accordance with s. 51.03(4) of the *Police Act*, the Commissioner and other “protected individuals” as defined in s. 51.03 of the *Police Act*,<sup>1</sup> or any person acting under their direction, may not produce in court or any other proceeding any records or information obtained in the exercise of powers or performance of duties respecting systemic investigations, except in the following:

- (a) a prosecution for perjury in respect of sworn testimony;
- (b) a prosecution for an offence under the *Police Act*;
- (c) an application for judicial review of a decision made under the *Police Act*.

6.2 Subject to binding direction from a court, in accordance with s. 102(1) of the *Police Act*, a statement provided or an answer given during a systemic investigation by a member or former member of a police agency is not admissible in evidence in court or in any other

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<sup>1</sup> A “protected individual” is defined in s. 51.03(1) as: “an individual who is or was any of the following: (a) the police complaint commissioner; (b) a deputy police complaint commissioner or an employee appointed under section 51(1); (c) a person retained by the police complaint commissioner under section 51(3); (d) an individual designated by the police complaint commissioner under section 51(5)”.

proceeding, including a discipline proceeding, public hearing, or review on the record under the *Police Act*, except in the following:

- (a) a prosecution for perjury in respect of sworn testimony;
- (b) a prosecution for an offence under the *Police Act*; or
- (c) an application for judicial review or an appeal from a decision with respect to that application.

6.3 Paragraph 6.2 also applies in respect of a request to make a statement under s. 101 of the *Police Act*.

6.4 The signatories agree that systemic investigations are not intended to elicit complaints or cause ordered investigations but to allow for the gathering of relevant information to assist the OPCC in understanding the relevant systemic matter and developing recommendations. Nothing in this MOU affects the Commissioner's power under s. 93 of the *Police Act* to order an investigation, the Commissioner's obligation under s. 177.1 of the *Police Act* to report matters to the Independent Investigations Office in appropriate circumstances, or a Chief Constable's/Officer's reporting obligations under s. 89 of the *Police Act*.

6.5 In accordance with s. 3(3)(f) of the *Freedom of Information and Protection of Privacy Act* and s. 182 of the *Police Act*, the OPCC acknowledges that records created by or for, or in the custody or control of, the OPCC that relate to the exercise of the Commissioner's functions under the *Police Act* are not subject to the public access provisions in the *Freedom of Information and Protection of Privacy Act*.

6.6 For clarity, the OPCC will not disclose information received in conducting a systemic investigation except as permitted or required by the *Police Act* or otherwise required by law.

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## Part 7      Final Report

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7.1 The OPCC will provide advance notice to the relevant police agencies of the anticipated date that a final report will be made available to the public under s. 177.01(4)(b) of the *Police Act*.

7.2 In certain circumstances and subject to paragraph 7.4, the OPCC may share some or all of a draft final report ("Draft Report") with relevant police agencies on a confidential basis and invite comments on matters such as factual accuracy or the feasibility of recommendations.

7.3 Subject to paragraph 7.4, the OPCC will provide the relevant police agencies with an embargoed copy of any final report ("Embargoed Copy") no less than 72 hours prior to public release unless the OPCC considers it is inappropriate or impracticable to do so.

7.4 Any Draft Report or Embargoed Copy referred to in paragraphs 7.2 or 7.3 is subject to the following:

- (a) prior to the OPCC providing a police agency with a Draft Report or Embargoed Copy, the police agency must provide the OPCC with a written list of the individuals within the policy agency who will be granted access to it. No person other than the listed individuals may be given access to the Draft Report or Embargoed Copy without the prior written consent of the OPCC; and
- (b) prior to receiving access to the Draft Report or Embargoed Copy, each of the listed individuals must sign an undertaking of confidentiality in a form specified by the OPCC, and a copy of the signed undertaking must be provided to the OPCC.

7.5 In accordance with s. 177(3) of the *Police Act*, before making a final report available to the public under s.177.01(4), the OPCC may sever any portions that must or may be excepted from disclosure by the head of a public body under Division 2 of Part 2 of the *Freedom of Information and Protection of Privacy Act*.

7.6 The Commissioner will not individually name a member or civilian employee in a final report without the consent of the member or civilian employee. This does not prevent the Commissioner from referring, in a final report, to the position, job, title, and/or rank of a member or civilian employee, as well as the police agency in which the person is or was employed. Where practicable, the Commissioner will avoid including identifying information about an individual member or civilian employee in a final report.

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## **Part 8                    Non-derogation Terms**

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8.1 Nothing in this MOU shall replace or amend any obligation imposed upon the signatories or others by operation of law, including without limitation any obligations imposed under the *Police Act* or *Criminal Code*. If a provision of this MOU conflicts with or derogates from any such legal obligations, that provision shall be null and void to the extent of the conflict or derogation.

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## **Part 9                    General**

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9.1 This MOU may be signed in counterparts.

9.2 This MOU takes effect with respect to each police agency on the date that such police agency and the Commissioner have signed the MOU.

- 9.3 The signatories acknowledge that this MOU and each of its terms are subject to ongoing evaluation, and this MOU may be amended at any time with the written agreement of the signatories.
- 9.4 Without limiting paragraph 9.3, the signatories will meet once per year to review this MOU and discuss potential amendments, if any.
- 9.5 For clarity, nothing in this MOU limits the Commissioner's powers to establish guidelines pursuant to the *Police Act*.
- 9.6 A party may withdraw from this MOU by giving all the other signatories 30 days' written notice of the intent to withdraw. Withdrawing from the MOU does not abrogate any statutory authorities or obligations under the *Police Act*.
- 9.7 If the OPCC withdraws from this MOU pursuant to paragraph 9.6, the MOU is terminated in respect of all signatories to the MOU at the time of the Commissioner's withdrawal. If a police agency withdraws from this MOU pursuant to paragraph 9.6, the MOU is terminated in respect of that police agency only and will remain in place as between the OPCC and the other police agencies who were signatories to the MOU at the time of the withdrawal.

**Signed on behalf of the Abbotsford Police Department:**



**Colin Watson**  
Chief Constable, Abbotsford Police Department

January 15, 2026

**Date**

Signed on behalf of the Central Saanich Police Service:



**Ian Lawson**

Chief Constable, Central Saanich Police Service



**Date**

**Signed on behalf of the Delta Police Department:**



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**Harj Sidhu**

Chief Constable, Delta Police Department

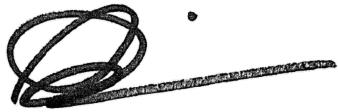
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January 14, 2026

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**Date**

**Signed on behalf of the Metro Vancouver Transit Police:**



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**Suzanne Muir**  
Chief Officer, Metro Vancouver Transit Police

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2026-01-19

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**Date**

Signed on behalf of the Nelson Police Department:



**Donovan Fisher**

Chief Constable, Nelson Police Department

**January 14, 2026**

**Date**

Signed on behalf of the New Westminster Police Service:



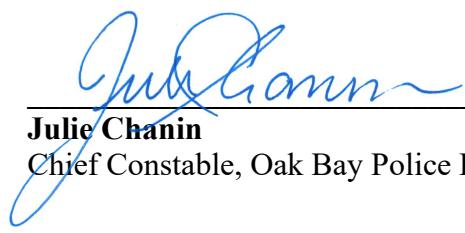
**Paul Hyland**

Chief Constable, New Westminster Police Service

January 15, 2026

**Date**

**Signed on behalf of the Oak Bay Police Department:**

  
**Julie Chanin**  
Chief Constable, Oak Bay Police Department

January 15, 2026

**Date**

Signed on behalf of the Port Moody Police Department:



**David Fleugel**

Chief Constable, Port Moody Police Department



**Date**

**Signed on behalf of the Saanich Police Department**



**Dean Duthie**

Chief Constable, Saanich Police Department

January 14, 2026

**Date**

Signed on behalf of the Stl'atl'imx Tribal Police:



**Deborah Doss-Cody**

Chief Officer, Stl'atl'imx Tribal Police



**Date**

**Signed on behalf of the Surrey Police Service:**

  
**Norm Lipinski**  
Chief Constable, Surrey Police Service

**January 15, 2026**  
**Date**

**Signed on behalf of the Victoria Police Department:**



**Fiona Wilson**

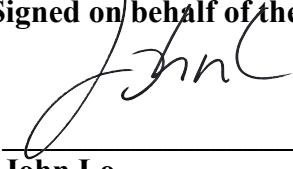
Chief Constable, Victoria Police Department

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2026-01-23

**Date**

Signed on behalf of the West Vancouver Police Department:



**John Lo**

Chief Constable, West Vancouver Police Department

January 15, 2026

**Date**

**Signed on behalf of the Organized Crime Agency of British Columbia:**

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**Manny Mann**

Chief Officer, Organized Crime Agency of  
British Columbia

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**Date**

**Signed on behalf of the Vancouver Police Department:**

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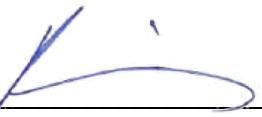
**Steve Rai**

Chief Constable, Vancouver Police Department

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**Date**

Signed on behalf of the Office of the Police Complaint Commissioner of British Columbia:



**Prabhu Rajan**  
Police Complaint Commissioner

February 9, 2026  
**Date**