

All Signatures

INFORMATION SHARING AGREEMENT

**IN ACCORDANCE WITH THE
CIVIL FORFEITURE ACT (SBC 2005 c. 29)**

dated the 25th day of August, 2006

BETWEEN:

**The Director of Civil Forfeiture,
Ministry of Public Safety and Solicitor General
(the "Director")**

AND:

**Abbotsford Police Department
as represented by the Chief Constable**

AND:

**Central Saanich Police Service
as represented by the Chief Constable**

AND:

**Delta Police Department
as represented by the Chief Constable**

AND:

**Nelson Police Department
as represented by the Chief Constable**

AND:

**New Westminster Police Service
as represented by the Chief Constable**

AND:

**Oak Bay Police Department
as represented by the Chief Constable**

AND:

**Port Moody Police Department
as represented by the Chief Constable**

AND:

**Saanich Police Department
as represented by the Chief Constable**

AND:

**Vancouver Police Department
as represented by the Chief Constable**

AND:

**Victoria Police Department
as represented by the Chief of Police**

AND:

**West Vancouver Police Department
as represented by the Chief Constable**

AND:

**Greater Vancouver Transit Authority Police Service
as represented by the Chief Officer**

(hereinafter referred to as the "*Municipal Police Departments*")

WHEREAS

- A. The Director has authority under the *Civil Forfeiture Act* (the "CFA") to commence civil proceedings to forfeit property that is either proceeds of unlawful activity or instruments of unlawful activity, to assess whether it is appropriate to commence such proceedings, including whether it is in the public interest to do so, to conduct civil forfeiture proceedings in accordance with the CFA, its regulations and other applicable laws, and to administer the CFA including the administration of the payment of victim compensation.
- B. The Municipal Police Department, pursuant to the *Police Act*, is mandated to generally maintain law and order in the municipality, prevent crime and offences against the law, and perform the duties and functions respecting the administration of justice.
- C. The CFA authorizes the Director to enter into information-sharing agreements with public bodies in order to exercise his or her powers or perform his or her functions and duties under the CFA.
- D. It is in the public interest that the parties cooperate for the purposes of disclosing information to the Director and on related matters.
- E. The Director and the Municipal Police Department wish to enter into an agreement for the purpose of disclosing information to the Director, and to cooperate for that purpose.

THE PARTIES AGREE AS FOLLOWS:

1.0 PURPOSE

- 1.1 The purpose of this Agreement (the "Agreement") is to provide the framework for the disclosure of records, information and personal information that is reasonably required by the Director in order to exercise his or her powers or perform his or her duties under the CFA as noted in paragraph 'A' above, and to ensure compliance with the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), the CFA, and other applicable legislation.

2.0 INTERPRETATION

2.1 In this Agreement:

“**information**” includes personal information as defined by the FOIPPA, and any record that contains information,

“**Director**” means the Director of the Civil Forfeiture Program designated/appointed under section 21(1) of the CFA,

“**Municipal Police Department**” means the municipal police department established under section 26 of the *Police Act*,

“**record**” includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by any means whether graphic, electronic, mechanical or other means, but does not include a computer program or any other mechanism that produces records.

3.0 STATUTORY AUTHORIZATION

3.1 The Director is authorized under Section 22(4)(b) of the CFA to enter into information-sharing agreements that are reasonably required by the Director in order to exercise his or her powers or perform his or her functions and duties under the CFA, with public bodies as defined in the FOIPPA.

3.2 The Municipal Police Department is authorized under Section 33.1(1)(d) of the FOIPPA to disclose personal information in accordance with a provision of an agreement that is made under an enactment of British Columbia.

3.3 The Municipal Police Department is authorized under Section 33.2 (a) of the FOIPPA to disclose personal information for a use consistent with the purpose for which it was obtained or compiled, where that use is necessary for performing the statutory duties of the Municipal Police Department.

3.4 Sections 26 and 34 of the *Police Act* set out the statutory duties of the Municipal Police Department which include the prevention of crime and the administration of justice.

4.0 DISCLOSURE OF INFORMATION TO THE DIRECTOR

4.1 A Municipal Police Department may disclose information to the Director:

(a) on the initiative of the Municipal Police Department; or

(b) in response to a request for information made by the Director.

4.2 Any disclosure of information from the Municipal Police Department to the Director under this Agreement will be at the discretion of the Municipal Police Department, whose discretion will be exercised taking into consideration the public interest and in consultation with the Director.

- 4.3 A request for information made by the Director to the Municipal Police Department shall, wherever practicable, be made in writing and include the nature and scope of the information being requested, and the required form and manner of transmission of the information.
- 4.4 Prior to disclosing any records to the Director, the Municipal Police Department will identify and/or sever any information from the records that, if disclosed during the course of CFA proceedings, would:
- (a) harm a law enforcement matter;
 - (b) prejudice the defence of Canada or of any foreign state allied to or associated with Canada or harm the detection, prevention or suppression of espionage, sabotage or terrorism;
 - (c) harm the effectiveness of investigative techniques and procedures currently used, or likely to be used, in law enforcement;
 - (d) reveal the identity of a confidential source of law enforcement information;
 - (e) reveal information subject to solicitor-client privilege;
 - (f) reveal information protected from disclosure by the *Youth Criminal Justice Act* (Canada); or
 - (g) reveal information protected from disclosure under a court order, another information-sharing agreement binding on either party, or any other law of Canada or British Columbia.

5.0 USE OF INFORMATION

- 5.1 Information provided pursuant to this Agreement is provided and is to be used solely for the purpose of the Director to exercise his or her powers and perform his or her duties or functions, including:
- (a) Determining whether or not to commence forfeiture proceedings;
 - (b) Commencing and conducting forfeiture proceedings;
 - (c) Administering and disposing of property forfeited under the CFA; and
 - (d) Administering the CFA and its Regulations.
- 5.2 The Director may disclose information as required to perform his or her functions and duties under the CFA, including disclosure during civil forfeiture proceedings.
- 5.3 The Director will not disclose the records and information received from the Municipal Police Department except in accordance with section 5.2 of this Agreement, and will transfer any request received pursuant to the FOIPPA to the

Municipal Police Department that produced the records and information requested.

6.0 COMMUNICATIONS

- 6.1 Where the Municipal Police Department is conducting an ongoing investigation and where the Director is conducting civil forfeiture proceedings at the same time, the Director and the Municipal Police Department will consult and coordinate on all communications with any victim, members of any victim's family or the media.

7.0 ACCURACY OF INFORMATION

- 7.1 The Municipal Police Department will make every reasonable effort to ensure the records and information that it provides pursuant to this Agreement are accurate, complete and up-to-date.
- 7.2 The Municipal Police Department will advise the Director of the existence of further or updated records and information related to previously forwarded records and information when they come to the attention of the Municipal Police Department.

8.0 SECURITY

- 8.1 The information disclosed pursuant to this Agreement is to be used exclusively for the purposes set out herein.
- 8.2 The Director, in accordance with s. 30 of the FOIPPA, will make reasonable arrangements to maintain the security of the information in the Director's custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- 8.3 Each party will advise the other immediately of any circumstances of unauthorized use of information or events which to the party's knowledge may have jeopardized or may in future jeopardize:
- (a) The privacy or security of individuals;
 - (b) The security of any computer system that is used to access records or information; or
 - (c) a law enforcement matter.
- 8.4 The parties will retain and dispose of documents in compliance with the *Document Disposal Act*, R.S.B.C. 1996, c. 99, and the FOIPPA, as applicable to each party.

9.0 COMPLIANCE MONITORING AND INVESTIGATIONS

- 9.1 Each party will record and monitor requests made for, and the disclosure of, information pursuant to this Agreement.
- 9.2 The Director will investigate all of the following types of incidents which come to the Director's attention, in relation to any information received from a Municipal Police Force:
- (a) Unauthorized access to or modification of the information;
 - (b) Unauthorized use of the information;
 - (c) Unauthorized disclosure of the information; or
 - (d) Breaches of privacy or security with respect to the information or with respect to any computer system in its custody that is used to access the information.
- 9.3 The Director will report the results of any investigation conducted pursuant to Section 9.2 of this Agreement and the steps taken to address any remaining issues or concerns about the security of the information or computer systems, or the privacy of individuals to whom the information relates, to the Municipal Police Department whose information was the subject of the incident.

10.0 COSTS

- 10.1 The parties will review the copying and documentation costs associated with providing information to the Director pursuant to this Agreement on a file-to-file basis and agree upon any such reasonable costs.

11.0 EFFECTIVE DATE OF AGREEMENT AND AMENDMENTS

- 11.1 This Agreement is effective from the date in which both the Director and the appropriate Municipal Police Department authority has signed the Agreement, as between the Director and that Municipal Police Department.
- 11.2 This Agreement may be amended at any time by the written consent of the parties and any such amendments will be dated and signed by both parties and attached to this Agreement as a Schedule.

12.0 REVIEW AND TERMINATION OF AGREEMENT

- 12.1 The parties agree to review this Agreement on an annual basis, however this Agreement shall remain in effect unless terminated in accordance with Section 12.2.
- 12.2 This Agreement shall remain in effect unless terminated by either party upon the giving of 30 days written notice to the other party.

13.0 NON-DEROGATION

13.0 Nothing in this Agreement is in any way intended to disturb any obligation that either Party is bound to or required to perform by operation of law.

14.0 NOTIFICATION

14.1 All notices or communications provided for in this Agreement will be in writing and will be mailed or delivered. For the purposes of delivery of notice, the addresses for delivery are:

For the Municipal Police Departments:

Chief Constable
Abbotsford Police Department
2838 Justice Way
Abbotsford, British Columbia
V2T 3P5

Chief Constable
Central Saanich Police Service
1903 Mt. Newton X Road
Saanichton, British Columbia
V8M 2A9

Chief Constable
Delta Police Department
Clarence Taylor Crescent
Delta, British Columbia
V4K 3E1

Chief Constable
Nelson Police Department
606 Stanley Street
Nelson, British Columbia
V1L 1N4

Chief Constable
New Westminster Police Service
511 Royal Avenue
New Westminster, British Columbia
V3L 1H9

Chief Constable
Oak Bay Police Department
1703 Monterey Avenue
Oak Bay, British Columbia
V8R 5V6

Chief Constable

Port Moody Police Department
3051 St. John's Street
Port Moody, British Columbia
V3H 2C4

Chief Constable
Saanich Police Department
760 Vernon Avenue
Victoria, British Columbia
V8X 2W6

Chief Constable
Vancouver Police Department
2120 Cambie Street
Vancouver, British Columbia
V5Z 4N6

Chief of Police
Victoria Police Department
850 Caledonia Street
Victoria, British Columbia
V8T 5J8

Chief Constable
West Vancouver Police Department
1330 Marine Drive
West Vancouver, British Columbia
V7T 1B5

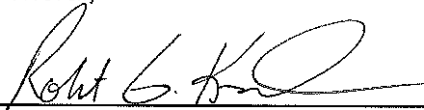
Chief Officer
GVTAPS
307 Columbia Street
New Westminster, BC
V3L 1A7

For the Civil Forfeiture Program:

Director, Civil Forfeiture Office
P.O. Box 9234
Stn Prov Govt
Victoria, BC V8W 9J1

17.02 Any such notice or communication given by mail will be deemed to have been delivered 72 hours after having been deposited in the mail service with first class postage prepaid. If given by personal delivery, then such notice or communication will be deemed effective when delivered.

Signed on behalf of the Civil Forfeiture Office, Ministry of Public Safety and Solicitor General;



Robert G. Kroeker
Director, Civil Forfeiture Office

Date 06/08/25

Signed on behalf of the Abbotsford Police Department;

Chief Constable Ian MacKenzie
Abbotsford, British Columbia

Date

Signed on behalf of the Central Saanich Police Service;

Chief Constable Paul Hames
Central Saanich, British Columbia

Date

Signed on behalf of the Delta Police Department;

Chief Constable Jim Cessford
Delta, British Columbia

Date

Signed on behalf of the Nelson Police Department;

Chief Constable, Dan Maluta
Nelson, British Columbia

Date

Signed on behalf of the New Westminster Police Service;

Chief Constable Lorne Zapotichny
New Westminster, British Columbia

Date

Signed on behalf of the Oak Bay Police Department;

Chief Constable Ben Anderson
Oak Bay, British Columbia

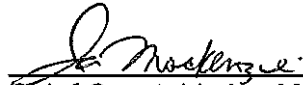
Date

Signed on behalf of the Civil Forfeiture Office, Ministry of Public Safety and Solicitor General;

Robert G. Kroeker
Director, Civil Forfeiture Office

Date

Signed on behalf of the Abbotsford Police Department;



Chief Constable Ian Mackenzie
Abbotsford, British Columbia

Date 06/09/18

Signed on behalf of the Central Saanich Police Service;

Chief Constable Paul Hames
Central Saanich, British Columbia

Date

Signed on behalf of the Delta Police Department;

Chief Constable Jim Cessford
Delta, British Columbia

Date

Signed on behalf of the Nelson Police Department;

Chief Constable Dan Maluta
Nelson, British Columbia

Date

Signed on behalf of the New Westminster Police Service;

Chief Constable Lorne Zapotichny
New Westminster, British Columbia

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Signed on behalf of the Oak Bay Police Department;

Chief Constable Ben Andersen
Oak Bay, British Columbia

Date

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Director, Civil Forfeiture Office

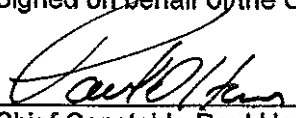
Date

Signed on behalf of the Abbotsford Police Department;

Chief Constable Ian Mackenzie
Abbotsford, British Columbia

Date

Signed on behalf of the Central Saanich Police Service;



Chief Constable Paul Hames
Central Saanich, British Columbia

Oct 10/06

Date

Signed on behalf of the Delta Police Department;

Chief Constable Jim Cessford
Delta, British Columbia

Date

Signed on behalf of the Nelson Police Department;

Chief Constable Dan Maluta
Nelson, British Columbia

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Abbotsford, British Columbia

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Signed on behalf of the Central Saanich Police Service;

Chief Constable Paul Hames
Central Saanich, British Columbia

Date

Signed on behalf of the Delta Police Department;



Chief Constable Jim Cessford
Delta, British Columbia

Sept 14, 2007
Date

Signed on behalf of the Nelson Police Department;

Chief Constable Dan Maluta
Nelson, British Columbia

Date

Signed on behalf of the New Westminster Police Service;

Chief Constable Lorne Zapotichny
New Westminster, British Columbia

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Chief Constable Dan Maluta
Nelson, British Columbia

Date
2006.09.18

Signed on behalf of the New Westminster Police Service;

Chief Constable Lorne Zapotichny
New Westminster, British Columbia

Date

Signed on behalf of the Oak Bay Police Department;

Chief Constable Ben Andersen
Oak Bay, British Columbia

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Nelson, British Columbia

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Signed on behalf of the New Westminster Police Service;



Chief Constable Lorne Zapotichny
New Westminster, British Columbia

Sept. 15, 2006
Date

Signed on behalf of the Oak Bay Police Department;

Chief Constable Ben Andersen
Oak Bay, British Columbia

Date

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Robert G. Kroeker
Director, Civil Forfeiture Office

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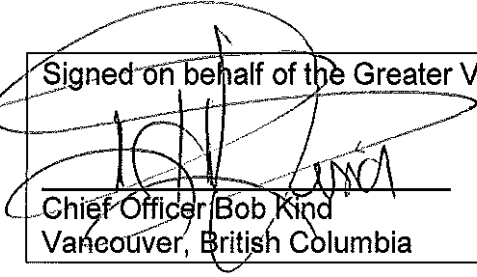


Chief Constable Ben Andersen
Oak Bay, British Columbia

Date

September 14, 2006

Signed on behalf of the Greater Vancouver Transportation Authority Police Service;



Chief Officer Bob Kind
Vancouver, British Columbia

Date 06-09-15

Signed on behalf of the Port Moody Police Department;

Chief Constable Paul Shrive
Port Moody, British Columbia

Date

Signed on behalf of the Saanich Police Department;

Chief Constable Derek Egan
Saanich, British Columbia

Date

Signed on behalf of the Vancouver Police Department;

Chief Constable Jamie Graham
Vancouver, British Columbia

Date

Signed on behalf of the Victoria Police Department;

Chief of Police Paul Battershill
Victoria, British Columbia

Date

Signed on behalf of the West Vancouver Police Department;

Chief Constable Scott Armstrong
West Vancouver, British Columbia

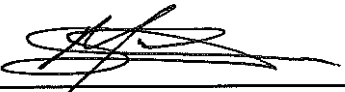
Date

Signed on behalf of the Greater Vancouver Transportation Authority Police Service;

Chief Officer Bob Kind
Vancouver, British Columbia

Date

Signed on behalf of the Port Moody Police Department;



Chief Constable Paul Shrive
Port Moody, British Columbia

Date 18 SEP 06

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Victoria, British Columbia

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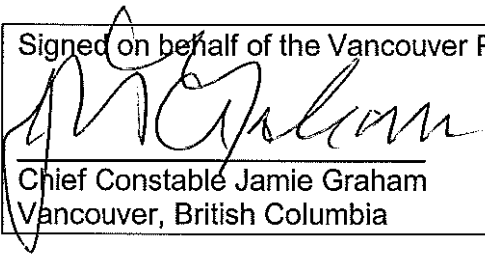
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Saanich, British Columbia

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Vancouver, British Columbia

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06-8-25

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Victoria, British Columbia

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West Vancouver, British Columbia

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Vancouver, British Columbia

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Port Moody, British Columbia

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Chief of Police Paul Battershill
Victoria, British Columbia

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Chief Constable Scott Armstrong
West Vancouver, British Columbia

06.09.22
Date