

THIS AGREEMENT, made in duplicate, effective the 1 st day of August, 2024

BETWEEN

NOVA SCOTIA SERIOUS INCIDENT RESPONSE TEAM, as represented by the civilian
director of the Nova Scotia Serious Incident Response Team
(HEREINAFTER REFERRED TO AS THE “SiRT”)

AND

The ROYAL CANADIAN MOUNTED POLICE “J” DIVISION
(HEREINAFTER REFERRED TO AS THE RCMP)

(The SiRT and the RCMP are hereinafter collectively referred to as the “Parties”)

WHEREAS:

- A. The effectiveness of policing depends upon the level of trust and support the public has in its policing institutions.
- B. To continue to earn public trust and support the Parties strive to be as open and transparent as possible and fully accountable for their actions.
- C. Section 26A of the Nova Scotia *Police Act* establishes a Serious Incident Response team to provide oversight of policing by providing independent investigations of serious incidents involving police.
- D. The SiRT currently provides oversight of policing in Nova Scotia and New Brunswick pursuant to the Police Acts of those provinces.
- E. It is imperative that the police and the public trust the independence and impartiality of the SiRT and have confidence in the SiRT’s investigative findings.
- F. The purpose of this Agreement is to clarify the responsibilities and obligations of the RCMP and SiRT arising from and associated with any SiRT investigations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. LEGAL AUTHORITY

- a. This Agreement is entered into by the RCMP Commanding Officer pursuant to Section 5 of the *Royal Canadian Mounted Police Act (Canada)* and by the SiRT Director pursuant to subsection 26H (1) of the *Nova Scotia Police Act*.

2. REPORTING

- a. This Agreement recognizes the obligation of the RCMP to report serious incidents to the SiRT as soon as practicable pursuant to subsection 24.5(1) of the *New Brunswick Police Act*.
- b. Once notified the Director of the SiRT will assume full responsibility for the investigation and determine what steps will be taken pursuant to Section 24.6 of the *New Brunswick Police Act*.

3. SiRT INVESTIGATIONS

- a. When the SiRT assumes responsibility for the investigation, the SiRT will immediately assume command of all activities related to the investigation and direct resources accordingly.
- b. When an RCMP officer is the subject of a SiRT investigation, the RCMP will appoint a senior officer to act as Liaison Officer. The Parties may agree to appoint additional officers as Liaison Officers. The Liaison Officer(s) will act as a conduit between the RCMP and SiRT for all matters related to the investigation.
- c. To preserve the independence of SiRT investigations, the Parties agree that all communication between the SiRT and the RCMP about an ongoing investigation will be restricted to the SiRT investigator and Director and the Liaison Officer(s) appointed pursuant to (b) and the Commanding Officer, unless otherwise required as part of the investigation. This communication includes all requests made by the SiRT for file materials from the RCMP.
- d. Once assuming command of the investigation, the SiRT will immediately identify the SiRT officer in charge of the investigation. The RCMP will identify to the

SiRT the Liaison Officer(s) and the RCMP Officer in Charge of the preliminary investigation.

- e. The RCMP will provide all necessary support and file materials to the SiRT once they assume an investigation.
- f. The SiRT will provide updates concerning the progress of any investigation to the RCMP upon receiving a request from the Liaison Officer(s).
- g. The RCMP will preserve the scene until such time as the SiRT can take charge of the scene. This may include:
 - i. Scene security;
 - ii. Preservation of evidence in accordance with standard RCMP operating procedures;
 - iii. Identification of witnesses and detention if required until SiRT takes custody or directs that persons can be released in accordance with standard RCMP operating procedures; and
 - iv. Any other matter as directed by the SiRT.
- h. The RCMP will ensure compliance with the New Brunswick *Police Act* and the New Brunswick Serious Incident Investigations Regulations, including the segregation of police officers in all matters identified as serious incidents.
- i. The SiRT will attempt to attend all relevant scenes at the earliest opportunity. Upon attendance at the scene the SiRT will identify the immediate resources necessary and make arrangement for other resources as needed in accordance with short term secondment protocols.
- j. At the scene, the Liaison Officer(s) or their delegate will assist the SiRT in communicating the needs of the SiRT to RCMP personnel.
- k. Where feasible, the SiRT will perform its work using investigators and specialized services from a police agency that is separate from the RCMP.
- l. If the conditions of 3(k) are not feasible, the decision to use investigators or specialized services from the RCMP will be determined by the SiRT in consultation with the Commanding Officer or their designate, and documented in writing in the SiRT file by the SiRT Director.

- m. The SiRT recognizes the serious impact an investigation has on the members of the RCMP and when practicable will conclude its investigations in a timely manner.

4. CONCURRENT OR OTHER CRIMINAL INVESTIGATIONS

- a. There will be occasions when the SiRT and the RCMP will be conducting concurrent criminal investigations regarding the same or related incidents.
- b. Access to the scene of the investigation(s) by the RCMP shall be managed by the SiRT.
- c. Where appropriate, interviews of relevant witnesses may be conducted jointly. The SiRT and the RCMP will ensure that the other agency is notified when such witnesses are to be interviewed.
- d. The SiRT and the RCMP will make available all relevant investigative material to the other agency. This shall be subject to relevant legal considerations.
- e. Any investigative material shared by the SiRT must be used solely for the purpose of the concurrent criminal investigation and be approved by the SiRT Director in writing.
- f. When the SiRT refers an investigation to a police agency under subsection 24.6(b) of the New Brunswick *Police Act* the RCMP will be responsible for all elements of that investigation.

5. THE RCMP ASSISTANCE TO THE SiRT

- a. The SiRT will on occasion require short term secondments of RCMP personnel and other resources to conduct investigations of other police agencies.
- b. Requests for RCMP resources will be made by the Director of the SiRT or their designate to the RCMP Commanding Officer or their delegate.
- c. The SiRT and the RCMP will make every effort to factor in geographical and other practical and cost considerations when making such requests.

- d. RCMP personnel requests will be stated by category or type of personnel resource required. The RCMP will make every effort to provide the services requested by the SiRT subject to operational limitations.
- e. Other RCMP resources that may be requested may include but are not limited to forensic identification services, general investigations, collision reconstruction, interview rooms, and other specialized services available.
- f. At the request of the SiRT Director, the RCMP will provide the SiRT with an inventory of specialized services available.

6. SECONDMENTS

- a. The SiRT may request an employee of the RCMP to be seconded to the SiRT for an extended period.
- b. The terms of the secondment including costs will be set out in a separate secondment agreement between the parties. The Province of New Brunswick may be a party to the secondment agreement.

7. COMMUNICATIONS & RECORDS

- a. Once the SiRT assumes command of an investigation, the RCMP may issue a media release confirming the initial incident by stating the type of offence that occurred, where and when it happened, and that the SiRT is investigating the matter.
- b. The RCMP will not comment on facts that are the subject of a SiRT investigation, without prior written approval from the SiRT Director.
- c. Where practicable, the RCMP will share any media release with the SiRT Director and/or the SiRT communications advisor prior to distribution to the media, whether the SiRT has assumed command of an investigation or if the SiRT is mentioned in the media release.
- d. In the event of concurrent investigations by the RCMP and the SiRT, the RCMP may speak to the initial incident and continue to comment on its ongoing investigation. All questions about the SiRT investigation are to be referred to the SiRT.

- e. The SiRT may issue a media release when it commences and concludes and investigation. The SiRT may also issue a media release following the prosecution of a file. The SiRT Director shall determine whether a media release is required and when it shall be issued.
- f. Where practicable, the SiRT Director and/or the SiRT communications advisor will share any media release with the RCMP and/or the RCMP communications advisor prior to distribution to the media.
- g. For any SiRT investigation in an area where the RCMP is responsible for policing, the RCMP will ensure that the matter and fingerprints are entered into the policing database such as Canadian Police Information Centre (CPIC) database as well as reported to Statistics Canada. The SiRT will provide any necessary documentation to the RCMP for this purpose.
- h. It is understood that the SiRT as an agency of the Province of Nova Scotia will retain investigative information and records in compliance with the information management requirements of the Province of Nova Scotia.
- i. It is also understood that the RCMP as an agency of the Government of Canada will retain all information and records in compliance with the information management requirements of the Government of Canada.

8. FINANCIAL

- a. The ordinary costs associated to RCMP members assigned to SiRT during the investigation of an outside agency will be the responsibility of RCMP. The extraordinary cost associated to a SiRT investigation of an outside agency will be the responsibility of SiRT.
 - i. Ordinary costs include, but limited to:
 - 1. Salary and overtime
 - 2. Equipment
 - 3. Training
- b. No extraordinary costs shall be incurred by the RCMP without approval from the SiRT.
- c. Other RCMP resources as set out in clause 5(e) shall be the responsibility of the RCMP.
- d. When the SiRT refers an investigation to a police agency under subsection 24.6(b) of the New Brunswick *Police Act*, the RCMP is responsible for all costs.

- e. The parties recognize that the Province of New Brunswick is currently reimbursing the RCMP for any costs that are incurred under this Section. In the event the Province of New Brunswick terminates or adjusts the financial support, the parties agree to review this Section.

9. SiRT FILE TO DISCIPLINARY AUTHORITY

- a. Only once their investigation is concluded shall the SiRT make their investigative file available to the relevant disciplinary authority, unless otherwise required by law or there are exceptional circumstances.
- b. Information shared pursuant to clause (a) shall not be used for any other purpose than a discipline or code of conduct investigation or proceeding.
- c. The disciplinary authority is responsible for the vetting/redactions of any information that should not be released pursuant to privacy legislation or otherwise required by law.

10. LIABILITY

- a. The Parties and their agents, representatives or employees will not be liable for any losses, expenses, costs, claims, damages, or liabilities arising out of or by reason of or attributable to the matters under this Agreement or the SiRT investigations under the New Brunswick *Police Act*.

11. DISPUTE RESOLUTION

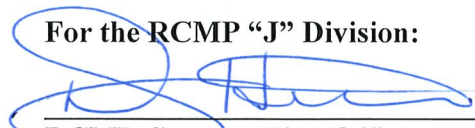
- a. In the event of a dispute arising from the interpretation or operation of this Agreement, the Parties will, in good faith, attempt to resolve the dispute through consultation and negotiation.

12. GENERAL

- a. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect until terminated by either party by giving 30 days written notice.
- b. Amendments to this Memorandum of Understanding require the written approval of both participants.
- c. The Parties will meet annually to review and assess the operation of this agreement.

Signed at _____, Province Nova Scotia

For the RCMP "J" Division:



RCMP Commanding Officer

Date: 2024/07/31
*Signed in the
Province of NB.*

For the Serious Incident Response Team:



Erin Nauss
Director, Serious Incident Response Team

Date: July 31, 2024