

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



*Tabled by the
Minister of Justice +
Public Safety*
Criminal Investigation Services
Service des enquêtes criminelles

*2015-04-28
Benn.*

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March 16, 2015

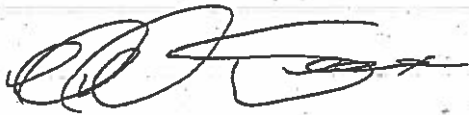
Alban Singleton
Deputy Chief,
Royal Newfoundland Constabulary
1 Fort Townshend,
St. John's NL A1C 2G2

Dear Sir:

Re: MOU Between RNC & OPP - August 31st, 2019

Attached hereto, please find a signed copy of the MOU between The Royal Newfoundland Constabulary and the Ontario Provincial Police, signed by William J. Janes, Chief of Police and J.V.N. (Vince) Hawkes, Commissioner, Ontario Provincial Police.

Yours truly



Dave Truax
Detective Superintendent
Director
Criminal Investigation Services

Attach.

THIS AGREEMENT made in duplicate this: 3RD day of February, 2015,

B E T W E E N:

THE ONTARIO PROVINCIAL POLICE FORCE
(hereinafter referred to as the OPP)

OF THE FIRST PART

- and -

THE ROYAL NEWFOUNDLAND CONSTABULARY
(hereinafter referred to as the RNC)

OF THE SECOND PART

WHEREAS the RNC has expressed the desire to utilize members of the OPP Criminal Investigation Branch, Investigation and Support Bureau to act as investigators in circumstances where serious occurrences have taken place involving the actions of one or more members of the RNC, including instances of serious injury or death.

AND WHEREAS the OPP has indicated a willingness to supply such investigative services;

THEREFORE, the parties named herein, mutually agree as follows :

1. On request of the Chief of Police, RNC, the OPP will supply an adequate number of experienced investigators, at least one (1) of whom will be a Commissioned Officer of the Criminal Investigation Branch, Investigation and Support Bureau. The actual number of investigators required will be the decision of the OPP, after determining the case facts through consultation with the RNC;

2. In consideration of the investigative services provided by the OPP, the RNC agrees to reimburse the OPP in an amount equal to the base salaries of the assigned investigators, including overtime authorized by the Office of the Chief of Police, RNC, for days spent conducting any such investigation. This reimbursement clause may be waived by the Commissioner of the OPP in specific investigations, as he sees fit;
3. The RNC will reimburse the OPP for all transportation, accommodation and per diem living expenses, upon submission of copies of original receipts, in accordance with guidelines developed prior to or at the time of the request for assistance;
4. The RNC will also reimburse the OPP for all reasonable direct investigation costs including telephone, photographic services, telecommunications and all other reasonable expenses incurred in the course of the investigation upon submission of original receipts;
5. The OPP agrees to provide all accounts for the expenses and costs referred to in paragraphs 3 and 4, to the RNC Executive Director of Administration for examination at the conclusion of the investigation;
6. Any questions arising from the examination of the OPP accounts will be resolved to the mutual satisfaction of both parties, through discussions between the OPP Business Management Bureau and the RNC Executive Director of Administration;
7. Upon being satisfied as to the accuracy of OPP accounts, the RNC Executive Director of Administration will forward a cheque in the amount of such accounts payable to the "The Minister of Finance", to the OPP Business Management Bureau, 777 Memorial Avenue, Orillia, ON L3V 7V3;



8. The Commissioner of the OPP will retain supervisory, disciplinary and operational control of the OPP members assigned to conduct the investigation;

9. It is understood and agreed that all information (including documents, videos and other things) to which the OPP investigators become privy during the period of their investigation, will be kept entirely confidential by them except where there is a need to obtain legal advice from Crown Counsel or where disclosure is otherwise required by law.

All such information, including documents, videos and other things, along with the report of the investigating officers, will be delivered to the Chief of Police, RNC upon completion of the investigation;

10. This agreement will be considered to come into force on September 1st, 2014 and to expire August 31st, 2019, or as mutually agreed by both of the parties. Either party may terminate this Agreement, without fault or liability, upon thirty days' notice in writing to the other party.

Signed: 

J.V.N. (Vince) Hawkes
Commissioner
Ontario Provincial Police

Signed: 

William J. Janes
Chief of Police
Royal Newfoundland Constabulary