



City of Richmond

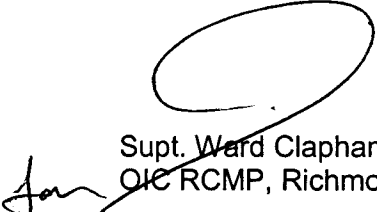
Report to Council

To: Richmond City Council
From: Supt. Ward Clapham
OIC RCMP, Richmond Detachment
Re: **Sponsored and/or Donated Vehicles**

Date: January 22, 2002
File: -

STAFF RECOMMENDATION

That the RCMP be authorized to implement a sponsored (and/or donated) vehicle program as outlined in the Report of January 22, 2002, by Supt. Ward Clapham.


Supt. Ward Clapham
OIC RCMP, Richmond Detachment

FOR ORIGINATING DIVISION USE ONLY

CONCURRENCE OF GENERAL MANAGER


ORIGIN

The use of donated vehicles in Community Policing initiatives has been utilized throughout Canada for many years. The response by all the partners involved has been a positive one for, not only the police, but also for the donating companies, the public and children in particular. The vehicles are utilized for transportation purposes for the police members but are also used at community events, school functions and any other community-spirited activity that arises. Although RCMP policy and directives are in place at the present time in regards to this initiative, it would be a simple task to convert and adapt this documentation for the Community Safety Division of the City of Richmond.

ANALYSIS

The purpose of the donated vehicle initiative is two-fold:

1. **Education and Public Relations:**
 - assisting with community policing and crime prevention activities;
 - assist with non-enforcement activities specifically targeting schools and community events;
 - initiating and increasing positive dialogue and interaction between the police and the public;
 - the ordinary citizen and the police officer get a mutual enjoyment of a “not your ordinary” police car decked out in RCMP colours and insignia which would be available for the public’s examination at the community sponsored events they attend.
2. **Transportation for Police-Related Duties:**
 - create more vehicles for Community Policing members for the execution of their duties;
 - allows more operational vehicles to remain at the main detachment for the use of the first responders and other staff;
 - increases the overall detachment vehicle inventory which is often depleted due to maintenance, accidents and other commitments (i.e court, meetings, etc.).

FINDINGS OF FACT

1. The Community Policing Section is in need of more vehicles. The members of the School Liaison and Crime Prevention Units and those members working out of the South Arm and Steveston Community Police Stations are continually looking for vehicles to use to get to their schools and other events. There is a local directive designating certain police vehicles for this use but there is often not enough to meet the demands of the job. With the possibility of more COPS stations in the future and the resulting need for more vehicles, further problems in this area can be foreseen. The two Block Watch vans are continually being used by other units for transportation and other uses so there is no guarantee these can be utilized by Community Policing members during the day when they may be required.
2. There is RCMP policy (Appendix “A”) which outlines the administration side of these agreements. There is also an RCMP approved “lending agreement” (Appendix “B”) which specifically outlines the regulations that both parties must adhere to. Copies of both are attached to this report.

3. The NCO i/c Administration, Richmond Detachment has advised that any decals, painting or equipment costs for these vehicles can be accommodated within the Detachment budget. The dealerships would expect wording on the vehicles indicating their sponsorship to the effect that "this vehicle is provided by (sponsor's name) in partnership with the Richmond RCMP and Community Policing initiatives." As outlined in the lending agreement, the RCMP would be responsible for all fuel costs but the dealerships would be responsible for any mechanical or maintenance costs.

FINANCIAL IMPACT

This initiative would provide financial efficiency and effectiveness in that no initial outlay to purchase a vehicle is required. This saving would be sustained throughout the lifetime of the contract which could be extended for an indefinite period of time. The cost to the City of Richmond and the RCMP for this initiative is very minimal and is outlined as follows:

- the vehicles would come in the standard white colour at no cost to the RCMP;
- the decals for each vehicle costs \$90.00 for the kit and \$200.00 for labour;
- a complete emergency light bar system would cost approximately \$2000.00 (depending on the technology used);
- it is felt that radios and/or sirens would not be necessary for these vehicles.

A more detailed accounting of the cost will be available after the first "trial run" is completed. Funding for this initiative is available within existing budgets. Attached to this report (Appendix "C") are examples of these completed vehicles that are presently being utilized by other detachments.

CONCLUSION

The idea of using donated vehicles for Community Policing initiatives has been around for some time and it is a very valuable and creditable way of developing community relationships and partnerships with the dealerships who get involved in this program. North Vancouver, Surrey, Burnaby, Coquitlam and Langley Detachments are all involved with donated/sponsored vehicles in the Lower Mainland. The members responsible all have had positive feedback from both the dealerships and the public in general in regards to using these vehicles at community events.

This initiative is a "win-win" situation for all concerned. Not only could the RCMP and Fire/Rescue get "free vehicles" to utilize on a daily basis but the interaction between the two departments and the public has proven to be exceptional in the area of improving community relations. The reaction by the public, and especially children, when these vehicles are on display at a community event has proven, by all accounts, to be a great success. I believe this to be a viable and worth-while initiative to undertake at this time by members of the Community Safety Division and the City of Richmond.

C.G. Abel, S/Sgt.,
NCO i/c Community Policing
Richmond Detachment
Att. 3

APPENDIX "A"

BULLETIN	LIST LISTE "E"-3	BULLETIN NO. N° DU BULLETIN AM-689
MANUAL MANUEL ADMINISTRATION	ISSUED PUBLIÉE 2000-05-01	LAST NO. DERNIER N° AM-688
SUBJECT. SPONSORED AND/OR DONATED VEHICLE		

1. GENERAL

- a. Any motor vehicle which is acquired for RCMP use, other than through transport services by direct purchase or lease with government funds, shall be identified as a sponsored/donated vehicle and must be subject of a prescribed Lending Agreement and signed by the Commanding Officer or delegate (OIC CP/VS).
- b. For the purpose of this policy, a sponsored/donated vehicle is a vehicle that is not crown owned, leased, or rented by the Force, ie: self-propelled, wheeled or tracked vehicle and/or includes automobiles, trucks, motorcycles, and any other special vehicles such as over-snow vehicles, trailers, tractors, buses, watercrafts, all-terrain vehicles, or any other specified vehicle.
- c. A leased vehicle(s) is a vehicle that is leased at fair market value, however, any vehicle(s) leased below fair market value falls under the definition of a sponsored vehicle and is subject to this policy.
- d. Prior to entering into a partnership with a dealer, sponsor, donor, or individual corporation for a sponsored/donated vehicle, ensure that the reputation and business practices of the sponsor/donor are consistent with the mission, vision and values of the RCMP.
- e. The purpose for acquiring a sponsored/donated vehicle is to form a partnership within the community to further assist, enhance and deliver community policing.
- f. Sponsored/donated vehicles have limited retention; therefore, they shall be classified as STE and not included in your authorized fleet of vehicles.
- g. All sponsored/donated vehicles shall fall within one of two specific categories.
 - 1. **Category A:** marked and equipped like an operational vehicle (member driven), and
 - 2. **Category B:** non-police vehicle with partnership signage and/or graphics (member & non-member driven).
- h. Commit or secure adequate funding to cover vehicle operating and maintenance costs, prior to entering into a Lending Agreement.
 - 1. **NOTE:** Detachment/Unit budget limitations must be considered prior to obtaining a donated/sponsored vehicle.

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2. OIC CP/VIS
 - a. As required, co-ordinate, process and sign Lending Agreements prior to the Detachment/Unit taking possession of a donated/sponsored vehicle.
 - b. Represent the Div. when a donor/sponsor seeks to participate in this program with a multi vehicle sponsorship.
3. Detachment/Unit Commander
 - a. Complete a Letter of Agreement for signature as per Div. AM-660 dated 2000-01-05, prior to delivery for each sponsored vehicle.
 - b. Before accepting a sponsored/donated vehicle, ensure:
 1. you identify justifiable/realistic Detachment/Unit needs;
 2. appropriateness of vehicle;
 3. operating/maintenance funds for vehicle from Detachment budget, and/or ensure sponsorship is in place: ie: delivery and fit up, fuel and maintenance, repair(s) of vehicle;
 1. See also 1.h.1. of this Bulletin.
 4. liability/insurance as per ICBC/RCMP MOU for Category "B" vehicles; Category "A" vehicles have RCMP liability;
 5. you identify appropriate use of vehicle (regular member versus non-member); and
 6. a lending agreement is in place.
 - c. Upon receipt of a sponsored/donated vehicle, place the vehicle in:
 1. **Category A:** A vehicle marked identical or similar to an operational vehicle which may include crests, rider, colour striping, logo, emergency equipment, police radio and clearly marked as a sponsored vehicle. The vehicle will only be driven by a regular member and used for community policing and crime prevention initiatives, consistent with the lending agreement. In unusual cases and depending on planned vehicle use, the vehicle may remain unmarked upon receiving consent from the sponsor: OR
 2. **Category B:** A vehicle which may be driven by non-members or members with signage/logos that reflect an initiative, program, partnership, or sponsorship recognition

VERIFICATION BULLETIN CHECK SHEET CONSIGNER SUR LA FEUILLE DE CONTRÔLE DES BULLETINS

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and may only display RCMP affiliation. This vehicle will not display the RCMP standard decal package; it cannot have similar markings as an operational police vehicle, nor identifiable as such by the general public.

4. Members and/or Volunteers

- a. All members and non-members must be qualified/licenced to operate sponsored/donated transportation provided to the RCMP.
- b. Only in exceptional circumstances, and at the discretion of the Detachment/Unit Commander, may a non-member drive a Category "A" vehicle.
- c. Category "B" vehicles are not to be used for operational policing duties.

ORIGINATED BY: OIC CRIME PREVENTION/VICTIM SERVICES, "E" DIVISION

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APPENDIX "B"

LENDING AGREEMENT

BETWEEN

AND

RICHMOND R.C.M.P DETACHMENT

AND

**THE ROYAL CANADIAN MOUNTED POLICE,
"E" DIVISION,
GOVERNMENT OF CANADA**

RESPECTING

**VEHICLE LOAN TO
THE ROYAL CANADIAN MOUNTED POLICE**

LENDING AGREEMENT
RESPECTING
VEHICLE LOAN TO
THE ROYAL CANADIAN POLICE

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BETWEEN:

Sponsor's Name

(hereinafter referred to as the "Sponsor's Initials")

AND: Richmond R.C.M.P Detachment

AND:

THE ROYAL CANADIAN MOUNTED POLICE,
GOVERNMENT OF CANADA,
AS REPRESENTED BY
THE COMMANDING OFFICER,
"E" DIVISION

(hereinafter referred to as the "RCMP")

WHEREAS:

- A. The Richmond RCMP and Sponsor's Name wish to enter into an agreement that addresses the loan of a vehicle to the Richmond Detachment for use by the Richmond RCMP for the period of this lending agreement.
- B. The Sponsor's Name wishes to enhance the RCMP Community Police Relations Program of the Richmond Detachment RCMP.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1.0

INTERPRETATION

1.1 In this lending agreement each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

- (a) "**Commanding Officer,**" means the Commanding Officer of the Royal Canadian Mounted Police, "E" Division.
- (b) "**Community Police Relations,**" means policing service related to public safety and crime prevention/victim services which are considered

non-operational duties, such as:

- (i) school liaison, speed watch non-enforcement, counterattack, block parent programs, victim services, business watch, crime prevention through environmental design, home and business safety checks, mall displays, ski-watch programs, post incident crime prevention, non-enforcement education activities at roadblocks, fingerprint programs as part of "child identification" programs, personal safety lectures and demonstrations, collecting and collating community information, police cadet youth awareness programs, community/special event involvement, community police/station/office/detachment activities, safety talk activities, traffic control non-enforcement oriented, administrative/document file activities and assistance, disaster planning and emergency preparedness assistance, "observe record and report" programs in non-operational activities (no operational surveillance).
- (ii) For the purposes of this Lending Agreement, Community Police Relations duties do not include Bicycle Patrol, drug or exhibit transport.
- (c) "Emergency," means an urgent and critical situation of a temporary nature, that requires a member to maintain law and order, keep the peace or ensure the safety of persons, property or communities.
- (d) "Force," means the Royal Canadian Mounted Police, Government of Canada.
- (e) "Lending Agreement" or "Agreement," means this agreement to loan a vehicle to the RCMP.
- (f) "Member," means any person who has been appointed as an officer pursuant to section 5 or section 6(3)(a), or other member of the Force appointed pursuant to Section 7(1)(a), of the *Royal Canadian Mounted Police Act*, R.S.C. 1985, Chapter R-10, as amended, and any Regulations made pursuant thereto.
- (g) "Provincial Police Service Agreement" or "PPSA," means the Memorandum of Agreement made between the Government of Canada and the Government of British Columbia, dated the 1st of April, 1992.
- (h) "RCMP," or "R.C.M.P.," or "R.C.M. Police," means the Royal Canadian Mounted Police, Government of Canada.
- (i) "Vehicle," means Vehicle Description Vehicle Identification Number Vehicle Identification Number.

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2.0

AGREEMENT AUTHORITY

- 2.1 This agreement is entered into by the Commanding Officer under the authority of s.5 and s.20 of the *Royal Canadian Mounted Police Act*, in aiding the administration of justice in the province and in carrying into effect the applicable legislation.

SECTION 3.0 SUBJECT MATTER

- 3.1 Sponsor's Name agrees to supply a vehicle to The RCMP, Richmond Detachment, Community Policing Section.
- 3.2 The RCMP agrees that this vehicle will only be used by members and employees of the RCMP and Community Volunteers for the purposes of Community Police Relations.
- 3.3 The RCMP agrees that this vehicle will only be used for related duties as per Section 3.2 of this agreement by members and employees of the RCMP and Community Volunteers of the Richmond RCMP.
- 3.4 _____ agrees to allow the RCMP to affix logos to the vehicle as may be necessary to enhance the related duties as per Section 3.2
- 3.5 _____ undertakes not to exploit any cresting, symbol, or other identifying markings associated with the RCMP and attached to _____ vehicle(s) nor other chattel(s) for commercial gain and/or promotional advantage without the express consent in writing of the RCMP.
- 3.6 The RCMP agrees not to unnecessarily affix equipment or other force owned materials to the vehicle in such a manner as to significantly reduce its resale value.
- 3.7 The RCMP agrees to station and operate this vehicle out of the Richmond RCMP Detachment, Elmbridge Annex, at 7577 Elmbridge Way, Richmond, BC.
- 3.8 _____ recognizes that although the vehicle is operated out of Richmond RCMP Detachment, the unit operating the vehicle may travel to various other locations
- 3.9 _____ recognizes that although the vehicle is operated by the RCMP in accordance with Section 3.2 of this agreement, an emergency may arise which would constitute this vehicle's use for other operational purposes.
- 3.10 The RCMP agrees to supply all fuel costs for the vehicle's operation during the term of the lending agreement.
- 3.11 _____ agrees to be responsible for the vehicle's regular service requirements, regular maintenance, as well as major repairs including warranty.
- 3.12 The RCMP agrees to be responsible for arranging appropriate vehicle insurance and licencing.

SECTION 4.0 SECURITY AND CONFIDENTIALITY

- 4.1 All information and documentation provided to, collected by, delivered to or compiled by or on behalf of the RCMP in the performance of their duties and responsibilities shall be dealt with to and in accordance with all applicable provisions of Federal Statutes, particularly the *Privacy Act* R.S.C. 1985, c. P-21, as amended, and the *Access to Information Act*, R.S.C., c A-1, as amended.

SECTION 5.0 LIABILITY

5.1 The RCMP will be responsible for the liability which may arise from the actions of RCMP employees while they perform their activities and obligations in accordance with this agreement.

SECTION 6.0 DISPUTE RESOLUTION

6.1 Nothing in this Agreement shall be construed as legally binding on either party.

6.2 Any new issue, matter of general concern or dispute arising from this agreement shall be dealt with by a joint management group consisting of the following position holders or their delegates:

- (a) Detachment Commander/delegate
- (b) Sponsor/delegate

SECTION 7.0 TERM OR AGREEMENT

7.1 This agreement will begin Date the Agreement begins and end Date Agreement ends.

7.2 This agreement may be amended by mutual written consent duly executed by both participants to this agreement.

7.3 Prior to the termination of this agreement, it may be renewed for an additional period on terms agreed to by both participants to this agreement.

7.4 This agreement will remain in full force and effect until replaced by another agreement or terminated in accordance with this agreement.

7.5 Any of the participants to this agreement may terminate participation in this lending agreement upon provision of sixty (60) days written notice to the other participant of their intention to terminate this agreement.

SECTION 8.0 NOTICE

8.1 For the purposes of delivery of Notice, the addresses for delivery are:

For the Sponsor's Name

Complete Mailing and Street Address for the Sponsor

For the Richmond RCMP:

6900 Minoru Blvd.
Richmond, BC V6Y 1Y3

SECTION 9.0 SAVING PROVISION

9.1 Nothing in this Lending Agreement is in any way intended to replace or amend any obligation that either participant is bound to or required to perform by operation of law.

SECTION 10.0 GENERAL

10.1 Nothing in this Lending Agreement shall be interpreted to conflict with or derogate from the *Royal Canadian Mounted Police Act*, R.S.C. 1985 or *Royal Canadian Mounted Police Regulations*, 1988, but shall be interpreted in all respects to be subject to the *Royal Canadian Mounted Police Act Regulations*, 1988. Should any provision of this Memorandum be found in conflict or derogation of the *Royal Canadian Mounted Police Act* or *Royal Canadian Mounted Police Act Regulations*, 1988, such provision shall be null and void.

10.2 Nothing in this Lending Agreement shall be interpreted as in any way derogating from the responsibilities and obligations of the RCMP pursuant to the PPSA entered into between the Government of Canada and the Government of the Province of British Columbia, dated the 1st day of April 1992.

10.3 This Lending Agreement reflects the good faith and spirit of cooperation of the parties but is not legally binding on any of the parties.

SIGNED on behalf of the Sponsor's Name.

Name and Title of Sponsor's Representative

Date

SIGNED on behalf of the Richmond RCMP Detachment

Date

SIGNED on behalf of the Royal Canadian Mounted Police,

Beverly Busson
Assistant Commissioner,
Commanding Officer,
"E" Division,
R.C.M. POLICE,
Government of Canada,

(Vancouver, British Columbia)

APPENDIX "C"

