



## VANCOUVER POLICE DEPARTMENT

### MEMORANDUM OF UNDERSTANDING

*Respecting*

#### **Vancouver Police Access to Residential Buildings by way of the Intercom Panel for Emergency Response**

### INTERPRETATION

In this Memorandum of Understanding:

- 1) **"E-Comm"** means **Emergency Communications for Southwest British Columbia Incorporated**. It is the call center for all 9-1-1 calls made in the lower mainland municipalities, including Vancouver. E-Comm is responsible for dispatching police and fire departments and also provides computer documentation for all over-the-air communications for each 9-1-1 call.
- 2) **"Emergency 9-1-1 Call"** means a 9-1-1 call made to E-Comm that requires immediate response by Vancouver Police Department (VPD) members. These may include such calls as (but not exclusive to) those in relation to domestic disputes, home invasions, assaults, or calls that involve persons perceived as an imminent danger or risk to themselves or others, as well as 9-1-1 calls in which the caller hangs up.
- 3) **"CAD"** means **"Computer Aided Dispatch"** and refers to a computer generated log of all service calls assigned to responding VPD members by the police radio dispatcher.
- 4) **"Supervisor"** means a non-commissioned officer who is the direct supervisor of a squad, unit or team of the VPD. Supervisor approval is required by police constables as a manner of procedure for many aspects of policing.
- 5) **"Common Areas"** means those portions, structures or walkways of or within the Property (as defined below), other than private residential units, private storage units or other similar private spaces, which all or certain subsets of residents may have access to by way of a key or fob.
- 6) **"Other Emergency Request"** means a situation in which a VPD member or a VPD representative is notified directly of an emergent situation, or otherwise becomes aware of it, other than via a call to 9-1-1, and such situation requires immediate response by VPD members to protect life or the safety of persons or property.

## **PURPOSE**

1. The purpose of this Memorandum of Understanding (“**MOU**”) is to record an agreement between the Vancouver Police Board (as represented by its Vancouver Police Department and referred to in this MOU as the “VPD”) and **Strata Plan EPS3084, Sequel 138** \_\_\_\_\_ (the “**Counterparty**”).  
*[Insert Name of Strata Corporation or Name of Building Owner]*
2. This MOU sets out the obligations of the VPD and the Counterparty respecting the use of an E-Comm telephone number programmed into the intercom panels of the Property, which is to be used by the VPD during emergencies. When VPD members utilize an intercom panel and dial the pre-programmed telephone number to E-Comm, E-Comm shall be able to allow such VPD members to gain access to the Common Areas of the Property for emergency response purposes. This will ensure that the VPD can more quickly respond to an emergency while upholding and abiding by VPD’s standard operating procedures (in addition to the terms of this MOU) and respecting the residents’ expectations of privacy.
3. “**Property**” as used herein refers to the properties having the following civic address(es):

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**138 E Hastings, Vancouver, BC V6A 0E6**

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## **ACCESS**

4. This MOU does not grant the VPD access to the non-Common Areas of the Property, such as private residential units. Such access will continue to be gained only by the lawful and authorized means normally utilized by the VPD separate from this MOU.
5. The Counterparty now grants the VPD permission to access the Common Areas using an E-Comm telephone number, as further described herein, provided the VPD complies with this MOU, for so long as the Counterparty has not elected to cancel this MOU as set out in Section 19 below.
6. The VPD will only gain access to the Common Areas in the event of an Emergency 9-1-1 Call or an Other Emergency Request, in each case so as to enable VPD members to provide a quick and efficient response. Members will be mindful of increased expectations of privacy in those Common Areas that have direct elevator access to suites.

## **STANDARDS OF CONDUCT**

7. In exercising rights under this MOU, the VPD and its members will respect the terms of use set out in this MOU as well as the VPD's standard operating procedures.

## **VPD INTERCOM PANEL ACCESS**

8. The ability to dial the E-Comm telephone number and for E-Comm to provide building access to VPD members ("Intercom Panel Access") shall be programmed into each of the Property's intercom panels by the Counterparty or its designated administrator. The E-Comm telephone number is \_\_\_\_\_ Entrance Code? \_\_\_\_\_. The building's intercom panel directory shall link the E-Comm telephone number to the name "\_\_\_\_\_". All buildings will use this name for the ease of VPD members in recalling the access name.
9. The Counterparty shall be solely liable for all costs of the programming and/or installation of any required software associated with Intercom Panel Access, including without limitation all costs of purchasing, installing, repairing, maintaining, and replacing the same.
10. The Counterparty shall ensure that a decal provided by the VPD is displayed at all times on each Counterparty intercom panel, indicating to VPD members that Intercom Panel Access is available.

## **VPD INTERCOM PANEL ACCESS CONTROL**

11. The Counterparty shall ensure that intercom panels shall be configured to provide continuous VPD emergency access to all main entrances (pedestrian and vehicular), as well as all floors of the building(s) comprising any part of the Property and all areas of comprising any part of the Property, which are Common Areas.
12. The Counterparty shall program the selected E-Comm telephone number at each intercom panel for the use of the VPD and shall not reveal the name linked to the telephone number to any other entity or person.
13. The VPD shall ensure that any usage of Intercom Panel Access is authorized by a Supervisor, and ensure that the relevant Supervisor shall record the event in the VPD CAD system.

## **ADMINISTRATION OF MOU**

14. The Counterparty appoints the following representative (“Building Rep”) to represent it under this MOU and to administer all aspects of this MOU as the authorized agent of the Counterparty:

*[Insert individual name and title and, if from a property management company, the name of company as well as all addresses, emergency cell numbers, etc.]*

Miroslav Babjarcik, FirstService Residential, Strata Manager  
Phone: ~~604-683-8900~~

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\_\_\_\_\_  
\_\_\_\_\_

15. The VPD appoints the following member (“VPD Rep”) to represent it under this MOU and to administer all aspects of this MOU as the authorized agent of the VPD:

*[Insert Individual VPD Officer's Name, Title as well as all addresses, emergency cell numbers, etc.]*

Vancouver Police Department  
2120 Cambie St.  
Vancouver, B.C.  
Email:

\_\_\_\_\_  
\_\_\_\_\_

16. The VPD may give notice of changes to the VPD Rep and the Counterparty may give notice of changes to the Building Rep from time to time, any such notice to be sent to the other party’s then representative. Each party shall name and give notice of an alternative representative whenever the party’s then primary representative is unable to fully represent the party under this MOU.
17. The VPD Rep and Building Rep shall make reasonable efforts to resolve any dispute arising from this MOU in a timely, cooperative fashion.

## **DURATION OF MOU**

18. This MOU shall become legally binding when signed and delivered by the VPD Rep and the Building Rep and will remain in effect until cancelled in accordance with Section 19 below or amended or replaced in accordance with Section 21 below.

19. Either party may cancel this MOU on seven calendar days' prior written notice to the other party's representative named above (or to such replacement or alternative representative of which it has received notice). Upon cancellation, the Counterparty shall have its administrator terminate Intercom Panel Access and remove the VPD decal referred to in Section 10 from each intercom panel.

## **AMENDMENTS AND REVIEW**

20. The parties shall cause the VPD Rep and the Building Rep to continually review this MOU to assess the effectiveness of their relationship and make any amendments necessary to reflect the current relationship and responsibilities of the parties.
21. The VPD and the Counterparty agree to consider amendments to this MOU when and where circumstances warrant or as contemplated by this MOU. Such amendments will only take legal effect if set out in a writing signed and delivered by each party to the other.

## **LIMITATION OF LIABILITY**

22. The Counterparty now acknowledges and agrees that neither the VPD nor E-Comm, nor any of their respective officers or other personnel (collectively, "the VPD and E-Comm Group") will, under any circumstances, be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary costs, expenses, losses, damages or liabilities incurred by the Counterparty or any of its owners, residents, or occupants, (collectively the "Building Group") arising from any act or omission of the VPD and E-Comm Group, which but for this MOU would not or could have occurred, including, without limitation and by way of example only, any loss arising from unauthorized access, systems failure or breach of any term of this MOU by the VPD and E-Comm Group, and by entering into this MOU, the Counterparty now agrees on its own behalf and on behalf of the Building Group not to sue or make any legal claim against the VPD and E-Comm Group for anything arising under this MOU and to reimburse the VPD and E-Comm Group for any costs arising from anyone within the Building Group suing or making a legal claim against the VPD and E-Comm Group under this MOU.

## **AUTHORITY**

23. The Counterparty hereby represents and warrants to VPD that it has full power, discretion and authority to enter into this legally binding MOU in relation to the Property and to cause the due performance of its obligations hereunder and the giving of full effect to the intent hereof.

THE VPD AND THE COUNTERPART HAVE INDICATED THEIR AGREEMENT TO BE LEGALLY BOUND BY THE TERMS OF THIS MEMORANDUM OF UNDERSTANDING, BY SIGNING AND DELIVERING IT AS OF THE DATES SET OUT BELOW:

**Strata Plan EPS3084, Sequel 138**

*[Insert Name of Strata Corporation or Name of Building Owner]*

BY ITS AUTHORIZED SIGNATORY:

*mb*

Signature

**Miroslav Babjarcik as an agent on behalf of EPS3084**

Name and Title

**Strata Manager, FirstService Residential**

Corporate Name of Property Manager (if applicable)

**March 29, 2023**

Date

**VANCOUVER POLICE BOARD (as represented by its Police Department)**

BY ITS AUTHORIZED SIGNATORY:

Signature

Name and Title

Date