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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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**CANADA BORDER SERVICES AGENCY  
PACIFIC REGION**

**AND**

**ROYAL CANADIAN MOUNTED POLICE  
"E" DIVISION**

**RESPECTING**

**CANADA BORDER SERVICES AGENCY  
ENFORCEMENT OFFICERS  
WORKING WITHIN RCMP DETACHMENTS**

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MEMORANDUM OF UNDERSTANDING

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**BETWEEN:**

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

(hereinafter referred to as the "RCMP")

**AND:**

CANADA BORDER SERVICES AGENCY  
AS REPRESENTED BY  
THE DIRECTOR OF THE PACIFIC REGION ENFORCEMENT CENTRE

(hereinafter referred to as "CBSA")

**PURPOSE AND OBJECTIVE:**

- A. The RCMP and CBSA wish to establish dedicated CBSA Enforcement Officers working within various RCMP Detachments to address and investigate all possible violations of the Immigration and Refugee Protection Act (IRPA) that come to the attention of the RCMP.
- B. The RCMP and CBSA agree that all operating costs incurred by the CBSA Enforcement Officer and the overall supervision of the CBSA Enforcement Officer will remain with the Director, Pacific Region Enforcement Centre.
- C. The RCMP and CBSA agree that the success and continuation of this MOU shall be measured by the impact the CBSA Enforcement Officer has upon both CBSA and RCMP enforcement objectives, including the number of files generated, the number of arrests undertaken and the assistance or advice provided to members by the dedicated CBSA Enforcement Officer.

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**THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1.0 INTERPRETATION**

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

- (a) **"CBSA"**, means Canada Border Services Agency, Pacific Region, Government of Canada;
- (b) **"Commanding Officer"**, means the Commanding Officer of the Royal Canadian Mounted Police, "E" Division;
- (c) **"Costs"**, means actual costs captured by the cost centre at CBSA which may include vehicle operation, overtime, local administrative costs and operation communication support;
- (d) **"Force"**, means the Royal Canadian Mounted Police, Government of Canada;
- (e) **"MOU"**, means this agreement respecting CBSA Enforcement Officer Services;
- (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, 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 Government of British Columbia, dated April 1, 1992;
- (h) **"PREC"**, means Pacific Region Enforcement Centre, Canada Border Services Agency, Pacific Region, Government of Canada; and,
- (i) **"RCMP"**, or **"R.C.M.P."**, or **"R.C.M. POLICE"**, means the Royal Canadian Mounted Police, Government of Canada.

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

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## **SECTION 2.0                      AGREEMENT AUTHORITY**

- 2.1 This MOU is entered into by the Commanding Officer under the authority of s. 5 and in relation to 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 The CBSA Enforcement Officer position shall be known as the CBSA Enforcement Officer Liaison position.
- 3.2 The CBSA Enforcement Officer positions shall be embedded in RCMP detachments as agreed by an exchange of letters between the parties.
- 3.4 The day-to-day control and work assignments of the position shall come under the control of the detachment commander while line management of the position shall remain with the Director, PREC, CBSA.
- 3.5 The CBSA Enforcement Officer's duty hours will be established as per the Program Management collective agreement.

## **SECTION 4.0                      DUTIES AND RESPONSIBILITIES**

- 4.1 The CBSA Enforcement Officer will perform the duties and responsibilities set out in Appendix "A" to this MOU.

## **SECTION 5.0                      BUDGET**

- 5.1 The wages including overtime, benefits and compensation for one CBSA Enforcement Officer Liaison position will be paid solely by CBSA.
- 5.2 The office space and essential office equipment including desk, chairs, telephone and filing and locker facilities shall be supplied by the RCMP detachment.
- 5.3 All other equipment, including vehicle, cellular telephone, pager and other related equipment shall be supplied by CBSA.
- 5.4 Overtime for the CBSA Enforcement Officer must be pre-approved by the Director, PREC.

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## SECTION 6.0 REPORTING PROCEDURE

- 6.1 A monthly status report shall be completed within five working days of the end of each month by the CBSA Enforcement Officer and once completed, it shall be provided to Detachment Commander, or delegate, and the Director, PREC.
- 6.2 The report shall contain both CBSA and RCMP file identifiers, including file numbers and subject matter names and particulars. It is agreed by the RCMP and CBSA that the report shall contain the following particulars:
- (a) the number of referrals from police officers;
  - (b) the number of reports and arrests completed;
  - (c) the number of cases referred to the Supervisor, PREC for follow-up action;
  - (d) the number of training sessions conducted for RCMP staff;
  - (e) an accounting of the number of days worked, or otherwise engaged during the reporting period; and
  - (f) any recommendations on the function and duties of the position.
- 6.3 All monthly reports generated by the CBSA Enforcement Officer are to be considered internal and confidential documents. Access or any further distribution can only be granted through approval of both agencies.

## SECTION 7.0 ACCESS TO INFORMATION

- 7.1 The CBSA Enforcement Officer shall be given access to RCMP records and information management systems currently available to regular sworn police officers up to and including information classified as "Protected A". Access to information of higher security classification shall be at the sole discretion of the detachment commander, or delegate.
- 7.2 The CBSA Enforcement Officer shall be granted access to the RCMP ROSS electronic mail system for the purposes of communicating with police officers in furtherance of investigations.
- 7.3 The CBSA Enforcement Officer shall be granted authority to install a CBSA computer in RCMP facilities allowing access to the CBSA information management program. It is understood and agreed that CBSA and RCMP computer systems will not be interconnected, and will be operated as separate and independent systems.

## SECTION 8.0 SECURITY AND CONFIDENTIALITY

- 8.1 The parties agree that the information in this agreement is confidential and is sensitive information relating to a law enforcement activity. Subject to the *Privacy Act* and the *Freedom of Information and Protection of Privacy Act* or as otherwise required by law,

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government regulation, the direction of Cabinet or a minister's office or Court order, the parties acknowledge and agree that before any of the provisions of this agreement are disclosed, other than on a "need to know" basis, all parties to this agreement must agree in writing to such disclosure.

8.2 The parties agree that for the purposes of section 13(1) of the *Access to Information Act* and section 19(1)(a) of the *Privacy Act*, all information disclosed and received between the parties under this agreement is disclosed and received in confidence.

8.3 Where a party receives a request under the *Access to Information Act*, or the *Privacy Act*, or a Court order, summons or subpoena for disclosure of records relating to this agreement, that party shall immediately consult all other parties to this agreement before disclosing the records to the applicant.

## SECTION 9.0 DISPUTE RESOLUTION

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

- (a) Deputy/CROPS (Contract) Officer, "E" Division; and
- (b) Director, Pacific Region Enforcement Centre, CBSA.

## SECTION 10.0 NOTICE

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

For CBSA:

Director,  
Pacific Region Enforcement Centre  
Canada Border Services Agency,  
700 – 300 West Georgia Street  
Vancouver, BC  
V6B 6C8

For RCMP:

Deputy/CROPS (Contract) Officer  
"E" Division, R.C.M. Police  
5255 Heather Street  
Vancouver, BC  
V5Z 1K9

or at such address as a participant has advised in writing.

10.2 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.

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## **SECTION 11.0                      LIABILITY**

- 11.1 Each Participant waives all claims against the other Participant in respect of damage caused to its personnel and/or its property by personnel or agents (excluding contractors) of that other Participant arising out of, or in connection with, the implementation of this MOU.
- 11.2 However, if the damage described in section 11.1 results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant, its personnel or agents, the liability for any costs will be the responsibility of that Participant alone.
- 11.3 If one Participant receives notice of a claim by a third party for damage of any kind, caused by one of the Participant's personnel or agents arising out of, or in connection with, the implementation of this MOU, the receiving Participant will notify the other Participant as soon as is practicable.
- 11.4 In the event of a notice of claim as described in section 11.3, the Participants will consult and attempt to resolve the claim. If required, the Participants will divide financial responsibility between themselves to satisfy the claim. If such liability results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant, its personnel or agents, the liability for any costs will be the responsibility of that Participant alone.
- 11.5 The provisions of sections 11.1, 11.2, 11.3 and 11.4 will survive the termination of this MOU for any reason whatsoever.

## **SECTION 12.0                      GENERAL**

- 12.1 This agreement will come into force when signed by both parties.
- 12.2 This agreement will remain in force and effect until replaced by another agreement or terminated in accordance with this agreement.
- 12.3 In compliance with the directive issued by the Solicitor General of Canada to the Commissioner of the RCMP that addresses agreements entered into by the RCMP, the RCMP shall ensure provision for:
  - a) reviews, audits and evaluations of any aspect of this agreement;
  - b) amendments by mutual written agreement duly executed by parties to this agreement; and,
  - c) any of the parties to this agreement may terminate participation in this agreement upon provision of 30 days written notice to the other parties of their intention to terminate this agreement.

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- 12.4 Nothing in this agreement is in any way intended to replace or amend any obligation that either Party is bound to or required to perform by operation of law.
- 12.5 Nothing in this agreement shall be interpreted to conflict with or derogate from the *Royal Canadian Mounted Police Act*, or *Royal Canadian Mounted Police Regulations, 1988*, or the *British Columbia Police Act*, R.S.B.C. 1996, c. 367 and Regulations under the *Police Act* but shall be interpreted in all respects to be subject to the *Royal Canadian Mounted Police Act* and *Royal Canadian Mounted Police Regulations, 1988* or the *Police Act* and Regulations under the *Police Act*. Should any provision of this Agreement be found in conflict or derogation of the *Royal Canadian Mounted Police Act* or *Royal Canadian Mounted Police Regulations, 1988*, or the *Police Act* and Regulations under the *Police Act* such provision shall be null and void.
- 12.6 Nothing in this agreement shall be interpreted as in any way derogating from the responsibilities and obligations of the RCMP pursuant to the PPSA entered into between Canada and the Government of the Province of British Columbia, dated April 1, 1992.
- 12.7 This agreement reflects the good faith and spirit of cooperation of the parties but is not legally binding on any of the parties.

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Signed on behalf of CBSA:



Rob Johnston, Director  
Pacific Region Enforcement Centre  
Canada Border Services Agency  
Vancouver, British Columbia

2005-6-10

Date

Signed on behalf of the Royal Canadian Mounted Police:



Beverley A. Busson, Deputy Commissioner  
Deputy Commissioner - Pacific Region &  
Commanding Officer  
"E" Division  
Vancouver, British Columbia

5-6-8-

Date

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## Appendix "A"

### DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the CBSA Enforcement Officer are as follows:

- 1.01 The CBSA Enforcement Officer assigned to this role will act as a liaison between the RCMP Detachment and PREC, CBSA.
- 1.02 The CBSA Enforcement Officer will not perform any police officer duties and is limited to providing immigration expertise to police officers when required and the undertaking of *Immigration and Refugee Protection Act* (IRPA) investigations including arrests and reports that are detected by the RCMP.
- 1.03 The CBSA Enforcement Officer is not to be directly involved in police "use of force" actions, but may be available to assist the RCMP after a scene has been declared secure by the on-site police supervisor.
- 1.04 The CBSA Enforcement Officer will assist the RCMP in enforcing the *Immigration and Refugee Protection Act* (IRPA), including the training of police officers in the detection and investigation of IRPA related matters.
- 1.05 The CBSA Enforcement Officer can, when appropriate, be involved with RCMP members in community relations presentations relating to IRPA issues.
- 1.06 The CBSA Enforcement Officer shall become familiar with police procedures and policies by taking part in briefings, the ride-along program and assisting in investigations.
- 1.07 The CBSA Enforcement Officer will receive and disseminate information on IRPA related matters.
- 1.08 The CBSA Enforcement Officer can only be assigned to a specific police-related task force through the mutual agreement between the Officer-in-Charge of Operational Support and the Director, Pacific Region Enforcement Centre. This is necessary to ensure that the CBSA Enforcement Officer is providing full service to Surrey RCMP Detachment. Surrey RCMP Detachment may obtain additional CBSA Enforcement Officer resources for project work through the Director, Pacific Region Enforcement Centre.