

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**VANCOUVER POLICE DEPARTMENT**

**AND THE**

**CANADA BORDER SERVICES AGENCY**

**PACIFIC REGION ENFORCEMENT CENTRE**

**VANCOUVER, BC**

**WHEREAS:**

In accordance with s. 138 of the Immigration and Refugee Protection Act, S.C. 2001, c. 27 (the "IRPA") a person appointed as an Officer with the Canada Border Services Agency (the "CBSA Enforcement Officer"), and so authorized, has the authority and powers of a peace officer, including those set out in sections 487 to 492.2 of the *Criminal Code*, to enforce the IRPA, including any of its provisions with respect to the arrest, detention or removal from Canada of any person;

In accordance with s. 142 of the IRPA, every peace officer, when so directed by a CBSA Enforcement Officer, shall execute any warrant or written order issued under the IRPA for the arrest, detention or removal from Canada of any permanent resident or foreign national;

The Vancouver Police Department (the "VPD") and the Pacific Region Enforcement Centre of the Canada Border Services Agency (the "PREC"), wish to continue with a program whereby a CBSA Enforcement Officer is assigned to assist VPD members with the enforcement of the IRPA, as issues arise, and provide a strong and continuous liaison between the VPD and PREC to better serve the community;

The program goal has been and continues to be the improvement of the availability of CBSA Enforcement Officer resources to deal with foreign criminals and other IRPA violations that VPD members detect in the City of Vancouver; and

Success of the project will be measured by the number of reports or arrests under the IRPA that are initiated by the CBSA Enforcement Officer or PREC as a result of this program.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

FUNCTIONS OF THE POSITION

- 1) The parties agree to the creation of a position, referred to as the "CBSA Enforcement Officer Liaison" position.
- 2) The position will consist of one full-time CBSA Enforcement Officer assigned to act as a liaison between the VPD and the PREC, CBSA and work in cooperation with the VPD, on a one year rotation basis.
- 3) The management of assignments that may involve the CBSA Enforcement Officer will come under the VPD Inspector Commanding District 2, however, actual management authority regarding the position will remain with PREC.
- 4) The CBSA Enforcement Officer will not perform any duties of VPD member police officers, and will not act, or hold him or herself out as acting as agent or on behalf of the VPD.

- 5) The role of the CBSA Enforcement Officer shall encompass and be limited to the following:
  - i. assisting VPD members in enforcing the *IRPA*,
  - ii. providing *IRPA* expertise to VPD members, as may be required,
  - iii. completing *IRPA* arrests and reports when violations of the *IRPA* are detected by VPD members, and
  - iv. providing *IRPA* related training to VPD members from time to time.
- 6) The CBSA Enforcement Officer must not be directly involved in any use of force actions by VPD members, but shall be available to assist VPD members after the scene is declared secure by the on-site VPD supervisor.
- 7) The CBSA Enforcement Officer must not be involved in vehicular pursuits or any "Code 3" responses to emergencies. If the CBSA Enforcement Officer is in a VPD vehicle, they must safely exit the vehicle before the VPD member goes "Code 3" (lights, siren, emergency response to urgent calls).
- 8) The CBSA Enforcement Officer may, wherever appropriate, work jointly with VPD members in support of various community relations projects relative to *IRPA* issues.
- 9) Through the ride-along program and other related functions the CBSA Enforcement Officer will become familiar with police policy and procedure.
- 10) As further detailed in sections 23 to 26 below, the CBSA Enforcement Officer may receive information from VPD members and may disseminate information related to *IRPA* investigations and related matters.
- 11) In order to ensure that the CBSA Enforcement Officer is providing full service to the patrol teams of the VPD Operations Division, the CBSA Enforcement Officer may only be assigned to a specific VPD task force upon mutual agreement between the VPD Deputy Chief Constable, Operations Division and the Director, PREC, however, the VPD may seek to obtain additional CBSA Enforcement Officer resources for project work by separate agreement with the Director, PREC.

#### ORGANIZATION AND COSTS

- 12) The CBSA Enforcement Officer's duty hours will be established as per the PREC Program Management collective agreement.
- 13) Any change of hours and/or duty will only be approved upon discussion between the VPD District 2 Commander and the Director, PREC.
- 14) Overtime and/or callout must be pre-approved by Director, PREC.

- 15) The salary and all employee related costs of the CBSA Enforcement Officer assigned to the liaison position will be paid in full by the PREC.
- 16) CBSA Enforcement Officer approved overtime and/or callout will be paid by the PREC.
- 17) The VPD will provide the CBSA Enforcement Officer with office space and essential office equipment such as a desk, chair, telephone and locker facilities.
- 18) All other equipment required by the CBSA Enforcement Officer, including such items as a vehicle, cellular phone, pager and other related items will be supplied and paid for by the PREC.

#### REPORTING PROCEDURE AND PROGRAM REVIEW

- 19) By the fifth working day of every month the CBSA Enforcement Officer will submit a status report (citing client names, and VPD and PREC file numbers) for the previous month to the Director, PREC and the Deputy Chief Constable Commanding Operations Division, including the following information:
  - i. number of referrals from police officers,
  - ii. number of reports/arrests completed,
  - iii. number of cases referred to the Supervisor, PREC for action,
  - iv. number of training sessions completed for VPD staff,
  - v. record of days worked, leave, training, etc. for each month, and
  - vi. recommendations on the function and duties of the position.
- 20) All reports generated by the CBSA Enforcement Officer or as a result of the position are considered internal and confidential documents, and access to the same may only to be gained upon approval by both agencies.
- 21) On a quarterly basis the VPD Deputy Chief Constable Commanding Operations Division and the Director, PREC will meet to review results achieved, the mandate of the liaison position and discuss common issues and concerns.
- 22) Any new issues, matter of general concern or dispute arising from this Agreement shall be dealt with by a joint management group consisting of the VPD Deputy Chief Constable Commanding Operations Division and the Director, PREC or their delegates.

#### INFORMATION DISCLOSURE

- 23) The *Freedom of Information & Protection of Privacy Act*, R.S.B.C. 1996, c. 165 authorizes the VPD to disclose to PREC, and in particular to any CBSA Enforcement Officer thereof, any information potentially relevant to

the enforcement of the provisions of the *IRPA*, and the *Privacy Act*, R.S.C. 1985, c. P-21, authorizes PREC to disclose any information related to an investigation under or the enforcement of the *IRPA* to the VPD, and the parties agree that all information disclosed and received between the parties under this agreement is disclosed and received in confidence.

- 24) PREC and the VPD agree that, when investigations related to the enforcement of the *IRPA* involve both PREC and the VPD, both parties will share relevant information, however PREC and the VPD recognize that, in relation to certain investigations either Party may deem it operationally necessary for information to remain within its own purview and in such cases neither PREC or the VPD will be bound to share any information.
- 25) The VPD will generally allow the assigned CBSA Enforcement Officer access to all information which is presently available to VPD member police officers, including AFIS. However, although PREC has authorized use of CPIC, for the purposes of using VPD equipment the assigned CBSA Enforcement Officer will need authorization from the VPD District 2 Commander for review of surveillance information.
- 26) Where a party receives a request under the *Access to Information Act*, the *Privacy Act*, or the *Freedom of Information and Protection of Privacy Act*, or a Court order, summons or subpoena for disclosure of information in this Agreement (all of which is confidential and sensitive information relating to a law enforcement activity), other than on a "need to know" basis, and / or for disclosure of records relating to this Agreement, that party shall immediately consult the other party to this Agreement, as both parties must agree in writing to such disclosure.

#### MUTUAL ASSISTANCE IN LEGAL PROCEEDINGS

- 27) The VPD and PREC agree that, at the request of the other, each will provide evidence in the course of any legal proceedings that may arise as a result of their mutual investigations or cooperation in support of the other's investigation.

#### LIABILITY

- 28) Each Party to this Agreement waives all claims against the other in respect of damage caused to its personnel and/or its property by personnel or agents (excluding contractors) of the other arising out of, or in connection with, the implementation of this Agreement.
- 29) However, if the damage described in section 28 results from reckless acts or reckless omissions, wilful misconduct or gross negligence of a Party, its personnel or agents, the liability for any costs will be the responsibility of that Party alone.

- 30) If one Party receives notice of a claim by a third party for damage of any kind, caused by one of the Party's personnel or agents arising out of, or in connection with, the implementation of this Agreement, the receiving Party will notify the other Party as soon as is practicable.
- 31) In the event of a notice of claim as described in section 30, the Parties will consult and attempt to resolve the claim. If required, the Parties will divide financial responsibility between themselves to satisfy the claim. If such liability results from reckless acts or reckless omissions, wilful misconduct or gross negligence of a Party, its personnel or agents, the liability for any costs will be the responsibility of that Party alone.
- 32) The provisions of sections 28, 29, 30 and 31 will survive the termination of this Agreement for any reason whatsoever.

#### AMENDMENT

- 33) This Agreement may be amended from time to time with the written mutual consent of the parties.

#### DURATION

- 34) This Agreement shall take effect on the 15<sup>th</sup> day of March, 2006 and may be terminated by either party after thirty (30) day's notice is provided to the other party.

#### ENFORCEABILITY

- 35) 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.
- 36) This Agreement reflects the good faith and spirit of cooperation of the parties, but is not legally binding on any of the parties.

Signed at the City of Vancouver on this \_\_\_\_ day of March 2006

On behalf of Canada Border  
Services Agency:

On behalf of the  
Vancouver Police Department:

\_\_\_\_\_  
Director, PREC

\_\_\_\_\_  
Chief Constable