

MEMORANDUM OF UNDERSTANDING

THIS ARRANGEMENT, made in duplicate as of the 31st, day of October, 2019

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE,

Recognized as the Provincial Police Service of Alberta,
with primary responsibility for provincial policing and municipal policing in areas
under contract with the RCMP, through the Government of Canada,
(hereinafter called "the RCMP")

AND

THE STRATHCONA COUNTY

A municipal corporation or governing entity
in the Province of Alberta
(hereinafter called "the County")

WHO ARE

Hereinafter collectively referred to as "the Participants"

BACKGROUND

WHEREAS in accordance with section 17(1) of the *Peace Officer (Ministerial) Regulation*, employers of Peace Officers in the Province of Alberta must enter into a Memorandum of Understanding (MOU) with the police service of jurisdiction in order for the services of a Peace Officer to be carried out in accordance with the said Regulation;

WHEREAS the County is an employer of Peace Officers and as such is required to enter into a MOU with the police of jurisdiction as approved by the Minister; and,

WHEREAS the RCMP acknowledges the requirements as stated in the Peace Officer (Ministerial) Regulation, the RCMP is the police service of jurisdiction for the County, and the Commanding Officer of the RCMP "K" Division is the person with such authority to sign such an MOU.

THEREFORE, be it resolved that the Participants intend as follows:

1. DEFINITIONS:

- a) "Act" means the *Peace Officer Act* of Alberta (proclaimed May 1, 2007, and includes its regulations).
- b) "Liaison Officer" means the RCMP representative and the County Peace Officer representative designated under section 17(2)(c)(i) of the Regulation.
- c) "Minister" or "Responsible Minister" means the Alberta Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act.
- d) "MOU" means this Memorandum of Understanding.
- e) "Peace Officer" means a person employed or engaged by the County and referred to in section 7(1) of the *Act*, or any other person appointed as a Peace Officer under another enactment who is designated by the Regulations as a Peace Officer to whom all or part of this Act and the regulations apply.
- f) "Police Service" means a police service as defined in the *Police Act*.
- g) "PROS" means Police Reporting and Occurrence System, the RCMP's electronic file management system.
- h) "Regulation" means the Alberta Peace Officer (Ministerial) Regulation, Alta Reg 312/2006.

2. PURPOSE AND SCOPE:

- 2.1 The purpose of this MOU is to satisfy the requirements set out in section 17(1) of Regulation.
- 2.2 The scope of this MOU is to establish the terms of the arrangement between the Participants and pertaining to community Peace Officer(s).
- 2.3 It is the intention of the Participants to operate in a cooperative environment while providing services to the community. It is acknowledged that effective and

interoperable communication between Participants is an important part of service delivery.

- 2.4 Nothing contained in this MOU implies or suggests a relationship of employment exists between the RCMP and the County's Peace Officer(s). The Peace Officer(s) are completely independent from the RCMP and its operations.
- 2.5 This MOU does not form a contractually binding agreement and the Participants acknowledge their mutual intention to resolve all matters arising from this MOU in accordance with Article 10.1 of this MOU.

3. THE RCMP INTENDS TO:

- 3.1 Upon the County or their Peace Officer(s) requesting radio interoperability with the local RCMP, the local RCMP intends to meet with the County or their Peace Officer(s) to discuss opportunities that will allow communication between the RCMP and the Peace Officer(s).
- 3.2 In the event that the County or their Peace Officer(s) come to the RCMP with information on a case where it is suspected that officer safety is a concern, the RCMP will share information where it is verified that officer's safety is in jeopardy. The release of this information will be consistent with RCMP Policy, Treasury Board Guidelines, the Province of Alberta and Government of Canada privacy laws, as well as in accordance with existing PROS Policy.

4. THE COUNTY INTENDS TO:

- 4.1 In accordance with section 17 of the Regulation, the County is responsible for providing any written notice to the Minister as set out in the Regulation and for ensuring a copy of this MOU is provided to the Minister.
- 4.2 In accordance with section 5(3) of the Act, the County is an authorized employer with authority to engage services of Peace Officer(s).
- 4.3 The County is solely responsible for ensuring that adequate training, direct administrative supervision, and operational supervision are provided for their Peace Officer(s).
- 4.4 The County is responsible for the purchase, maintenance and replacement of authorized equipment, vehicles, uniforms and any other items issued to a Peace Officer and required under the Act or necessary for that Peace Officer to carry out the full scope of their authority, as well as ensuring it conforms to the standards as set forth in the Act or its Regulations.

- 4.5 Where the County elects to maintain their own radio communication frequencies and desires interoperable radio communications with the RCMP, the County intends to support the RCMP application to Innovation, Science and Economic Development Canada to obtain a license to permit access to Peace officer(s) designated radio frequency(ies).
- 4.6 The County is solely responsible for its obligations under section 15.1 of the Act as it relates to the investigation of complaints against Peace Officers under the County's employment.
- 4.7 On request from the RCMP, within fourteen (14) days, the County intends to provide the RCMP with a written copy of the appointment, alteration, or enhancement to any existing appointment of any Peace Officer in their employ. Should a Peace Officer in the County's employ cease to be employed or engaged by the County in the role of a Peace Officer or have their Peace Officer appointment cancelled or suspended, without the request of the RCMP, the County intends to provide written notice of such change to the RCMP immediately and not later than twenty-four (24) hours after the change in status has occurred.

5. COMMUNICATION:

- 5.1 Each Participant has designated a representative who is tasked with being the local Liaison Officer and responsible for facilitating the delivery of effective communication between the Participants.
- 5.2 The local Liaison Officers are as follows:

For the RCMP:	For the County Peace Officer(s):
Detachment Commander Strathcona County Detachment 911 Bison Way Sherwood Park, AB T8H 1S9 (780) 467-7749	Associate Commissioner, Community Services Strathcona County 2001 Sherwood Drive Sherwood Park, AB (780) 464-8111

- 5.3 The local Liaison Officers will meet not less than quarterly and at a mutually acceptable time and location. The purpose of the Liaison Officers' meetings is to discuss any points of coordinated efforts, common service delivery and to ensure open communication channels are present amongst Participants.

- 5.4 Where the County desires interoperable radio communications with the RCMP, the Participants will establish and maintain a means of radio communication between the Peace Officer(s) and the RCMP jurisdiction in which the Peace Officer(s) serve, in a mutually acceptable manner that ensures adequate communication exists, having regards to the authorized scope and duties of the Peace Officer(s) and Peace Officer radio system.

6. INFORMATION SHARING:

- 6.1 It is the intention of the Participants to share or disclose only that information which is necessary for court disclosure, or administrative penalties and enforcement orders and in the interests of providing for a coordinated and effective level of service to the community for the purposes of the authorities, duties and responsibilities set forth in the Act.
- 6.2 Secondary non-police or dissemination of any information initially lawfully disclosed to a Peace Officer, contrary to provincial or federal privacy act legislation or regulations is strictly prohibited.
- 6.3 The RCMP, through any Detachment Commander, may provide information from PROS to the County's Peace Officer(s) where it is consistent with RCMP policy, any Memoranda of Understanding currently in existence or which may be mutually accepted in future, Treasury Board guidelines, the Province of Alberta and Government of Canada Privacy laws, and the duties and authorization of the Peace Officer.
- 6.4 Notwithstanding Article 6.3, any information that is placed into a Special Project PROS file or identified with a higher restriction level will not be shared or disseminated without the express consent of the originating investigator/unit and/or agency.
- 6.5 Neither Participant will retain any PROS information, other than their own, in any other automated or manual information storage system without the prior knowledge and consent of the originating agency.
- 6.6 The information disclosed under this MOU will be administered, maintained, and disposed of in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines. In the case of the RCMP, this includes the *Privacy Act*, the *National Archives of Canada Act* and Government Security Policy. In the case of the County's Peace Officer(s), it means all the applicable laws regarding the administration, maintenance, and disposal of information within the Province of Alberta and policies applicable to the Peace Officer(s).

6.7 Each Participant intends to:

- a. Treat information received from the other Participant in confidence and take all reasonable measures to preserve its confidentiality and integrity and to safeguard the information against accidental or unauthorized access, use or disclosure;
- b. Mark the information provided with the appropriate security classification. In the case of the RCMP, this means (Protected A, Protected B, Protected C) or classified (Unclassified, Confidential, Secret, Top Secret); In the case of the County's Peace Officer(s), this means an equivalent security classification mutually accepted and understood by the Participants to this MOU;
- c. Treat information received from the other Participant in accordance with the security markings on it and to undertake to provide equivalent protection to it while it is in the receiving Participant's possession;
- d. Attach terms, conditions, or caveats to the information supplied, as the supplying party deems appropriate;
- e. Abide by all caveats, conditions or terms attached to the information;
- f. Maintain appropriate records concerning the transmission and receipt of information exchanged;
- g. Not disseminate the information to any third party without the prior written consent of the supplying Participant except as required by law;
- h. Limit access to the information to those of its employees whose duties require such access, who are legally bound to keep confidences and who have the appropriate security clearance; and,
- i. Comply with the provisions governing the use, disclosure, and retention of records in the *Youth Criminal Justice Act* S.C. 2002.

7. INFORMATION MANAGEMENT:

Each Participant intends to:

- a. Promptly notify the other Participant of any unauthorized use or disclosure of the information exchanged under this MOU and will furnish the other Participant with details of such unauthorized use or disclosure. In the event of such an occurrence the Participant responsible for the

safeguarding of the information will take all reasonably necessary steps to prevent a re-occurrence;

- b. Immediately notify the other Participant if either receives a request under the *Privacy Act*, the *Access to Information Act* or other lawful authority, for information provided under this MOU. If requested, the Participant will endeavor to protect the information from disclosure to the extent permitted by law; and,
- c. Return any information that should not have been provided to it by the other Participant.

8. ACCURACY OF INFORMATION:

Each Participant intends to:

- a. Use its best efforts to verify the accuracy and completeness of the information provided to the other Participant; and,
- b. Promptly notify the other Participant if it learns that inaccurate or potentially unreliable information may have been provided or received and take all reasonable remedial steps.

9. FINANCIAL ARRANGEMENTS:

- 9.1 No financial obligations on behalf of one Participant toward the other are intended to arise from this MOU.

10. LIABILITY:

- 10.1 Each Participant will be responsible for the actions, omissions or damages caused by the conduct of their employees or agents, carrying out their duties and acting within the scope of their authority.

11. DEPARTMENTAL REPRESENTATIVES:

- 11.1 The following officials are designated as the departmental representatives for purposes of this MOU and any notices required under this MOU will be delivered as follows:

For the RCMP:	For the County:
District Commander Central Alberta District 3719 60 Ave Leduc, Alberta T9E 0V4 (780) 890-2673	Chief Commissioner Strathcona County 2001 Sherwood Drive Sherwood Park, AB (780) 464-8111

12. DISPUTE RESOLUTION:

- 12.1 In the event of a dispute arising from the interpretation or operation of this MOU, it will be referred to the Liaison Officers set out in Article 5.2 of this MOU, who will use their best efforts to resolve the matter amicably. If such negotiation fails, the Participants intend to refer the matter to the departmental representatives in Article 11.1 as noted above for final resolution.

13. MONITORING:

- 13.1 The department representatives in Article 11.1 will meet annually and as required to review and assess the operation and effectiveness of this MOU and any one of the Participants may call such a meeting to be held no later than seven (7) days after the date upon which either of the Participants makes this desire known.

14. TERMINATION AND TERM:

- 14.1 This MOU may be terminated by either Participant upon ninety (90) days written notice to each Participant and notice to the responsible Minister for the Province of Alberta. Termination does not release a Participant from any obligations which accrued while the MOU was in force.
- 14.2 This MOU will commence on the 1st day of July, 2018 and will expire on the 30th day of June, 2023.

15. AMENDMENT TO THE MOU

- 15.1 This MOU may only be amended by the written consent of the Participants to the MOU and where so amended, notification specifying what has been altered to the content of this MOU will be forwarded immediately to the Minister by the County.

SIGNED BY the authorized officers of the Participants:

For the County:

Rod Frank
Mayor
Strathcona County

Date: _____

For the RCMP:

C.M. (Curtis) Zablocki
Deputy Commissioner
Commanding Officer "K" Division

Date: _____