

## Memorandum of Understanding

THIS ARRANGEMENT made as of the     day of     , 2021 BETWEEN  
HER MAJESTY THE QUEEN IN RIGHT OF Alberta,  
as represented by the Minister of Justice and Solicitor General,  
through the Public Security Division  
Peace Officer Program  
("Program")

AND  
County of Vermilion  
("Authorized Employer")

AND  
Taber Police Service  
("TPS")

WHEREAS Town of High Level is an Authorized Employer under the *Peace Officer Act*; and is acting in that capacity for the purposes of this Memorandum of Understanding (MOU);

AND WHEREAS TPS has an agreement (the "Agreement") with the Authorized Employer whereby TPS has agreed to provide services to the Authorized Employer including, but not limited to, performing CPIC Queries if the Authorized Employer gained access to the Program's CPIC;

AND WHEREAS the Authorized Employer has requested that the Program allow TPS access to the Program's CPIC ORI (the "Program's ORI") in order to provide CPIC information to the Authorized Employer's eligible peace officers;

AND WHEREAS the Program desires a formal MOU to be signed between the Program, Authorized Employer and TPS in order for the TPS to access the Program's ORI to provide CPIC information to the Authorized Employer's eligible peace officers;

AND WHEREAS TPS will use the Program's ORI to provide CPIC information to the Authorized Employer's eligible peace officers in a manner that is solely in support of law enforcement and as such may not be used or have its information disclosed for any non-endorsed purpose;

AND WHEREAS the Alberta/NWT CPIC Field Operations Section has been made aware of this MOU and has reviewed and consented to this arrangement;

AND WHEREAS this MOU is not entered into nor written as a formal or legally binding agreement, but is only a definite expression and record of purpose and intention of the participants concerned to which each honourably pledge themselves.

NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:

### 1. Definitions

1.1 In this MOU the following terms, in singular or plural form according to the context, are defined as follows:

- I. "Authorized employer": a government or quasi government agency that is designated by the Director of Law Enforcement to employ or engage the services of peace officers under section 5 of the *Peace Officer Act*.
- II. "CPIC and CPIC System": the Canadian Police Information Centre computer system, a National Police Service administered by the RCMP.

- III. "Director of Law Enforcement": is appointed under the *Police Act* and administers the Peace Officer Program.
- IV. "Eligible peace officer": a peace officer that has been vetted by the Program to be deemed eligible for access to the Program's ORI.
- V. "Peace officer": an individual employed or engaged by an authorized employer and is appointed as a peace officer under section 7 of the *Peace Officer Act* and section 5 of the *Peace Officer (Ministerial) Regulation* by the Director of Law Enforcement.
- VI. "Peace Officer Program": provides different levels of government the opportunity to obtain peace officer status for community safety and enhancement or specialized law enforcement needs and operates under the auspices of the *Peace Officer Act*.
- VII. "ORI": Originating agency identifier.

## **2. Purpose and Objectives**

- 2.1 This MOU sets out the roles and responsibilities of the participants in regards to the provision of access to the Program's ORI as described herein.

## **3. Responsibilities of the Program**

- 3.1 The Program will be responsible for the following:
  - I. Liaise with Alberta/NWT CPIC Field Operations Section to arrange for the TPS, on behalf of the Authorized Employer, to have access to the Program's ORI.
  - II. Permit TPS the use of the Program's ORI in order to provide the Authorized Employer's eligible peace officers with CPIC information.
  - III. Ensure that all of the Authorized Employer's eligible peace officers having access to CPIC information have submitted a verified criminal records check in accordance with CPIC Policy and the Program's CPIC Policy to the Program.
  - IV. Ensure that all of the Authorized Employer's eligible peace officers having access to CPIC information sign and submit the Program's CPIC Acknowledgement form to the Program.
  - V. Provide TPS with a list of those Authorized Employer's peace officers who are eligible to receive CPIC information from the Program's ORI.
  - VI. Inform CPI Centre, TPS and the Authorized Employer if any of the Authorized Employer's peace officers have allegedly breached either CPIC Policy or the Program's CPIC Policy, or both.
  - VII. Conduct all investigations into allegations of the Authorized Employer's peace officers breaching CPIC Policy or the Program's CPIC Policy, or both.
  - VIII. The Program may, at its discretion, request an audit of either TPS or the Authorized Employer as it pertains to the Program's ORI.

## **4. Responsibility of TPS**

- 4.1 TPS will be responsible for the following:
  - I. Managing any costs associated with TPS providing CPIC information to the Authorized Employer's eligible peace officers through the Program's ORI.
  - II. TPS will ensure that any access to the Program's ORI by the Authorized Employer's eligible peace officers will be for law enforcement

function/purposes only and in accordance with CPIC Policy and the Program's CPIC Policy.

- III. TPS will ensure that the Program's ORI is not to be used for conducting security or reliability clearance checks by the Authorized Employer's eligible peace officers.
- IV. TPS will not use the Program's ORI for investigating civil matters.
- V. TPS will ensure that its authorized persons having access to the Program's ORI must undergo a criminal records check in accordance with CPIC Policy and proof of the security screening will be made to the Program upon request.
- VI. Ensuring that its personnel that will have access to the Program's ORI will receive or has received training from the CPI Centre Field Operations Section or from qualified personnel within TPS.
- VII. TPS acknowledges ultimate responsibility for all access to the Program's ORI from any device located on TPS' side of the network connection or interface.
- VIII. Implementing measures to prevent network or computer security breaches with regards to the Program's ORI which, as articulated in the National Police Service Secure Communication policy, may result in the disclosure, modification or deletion of information obtained or residing in the Program's ORI.
- IX. TPS will ensure that the REM keyword (Remarks) in all queries from the Program's ORI by the Authorized Employer's eligible peace officers includes the name or a unique qualifier of the requesting peace officer, the reason and file number for which the query is being conducted.
- X. Ensuring that sufficient documentation will be placed on file for a period of two years to verify the queries conducted by TPS are for purposes allowed under this MOU.
- XI. TPS will report any and all known or suspected breaches of security or misuses of the Program's ORI by either its personnel or the Authorized Employer's eligible peace officers to the Program.
- XII. TPS will investigate any known or suspected breaches of security or misuses of the Program's ORI by its personnel.
- XIII. Providing the results of their investigation as well as any administrative action such as suspension or cancellation of the personnel's access to the Program's ORI to the Program and Alberta/NWT CPIC Field Operations Section.
- XIV. The TPS will only allow access to the following databanks from the Program's ORI in order to provide information to the Authorized Employer's eligible peace officers:
  - a. Investigative – Persons, Property and Vehicle/Marine identification banks;
  - b. *Youth Criminal Justice Act*;
  - c. Ancillary Databanks –Alberta, Saskatchewan, British Columbia and USA driver and vehicle information; and
  - d. Wandering Persons.
- XV. The TPS will not maintain any records on the Program's ORI.

## 5. Responsibilities of the Authorized Employer

5.1 The Authorized Employer will be responsible for the following:

- I. The Authorized Employer will be responsible for any costs associated with TPS providing CPIC information to its eligible peace officers through the Program's ORI.
- II. Ensuring that only those peace officers that have meet the eligibility criteria as set out in the Program's CPIC Policy request CPIC information from the TPS.
- III. Ensuring that any access to the Program's ORI by its eligible peace officers will be for law enforcement function/purposes only and in accordance with CPIC Policy and the Program's CPIC Policy.
- IV. Ensuring that its eligible peace officers provide the reason for the CPIC query to TPS so TPS can note the reason in the remarks (REM) field of the CPIC query
- V. Ensuring that the Program's ORI is not to be used for conducting security or reliability clearance checks by its eligible peace officers.
- VI. The Authorized Employer's eligible peace officers will not use the Program's ORI for investigating civil matters.
- VII. Reporting any and all known or suspected breaches of security or misuses of the CPIC Information Systems of the Program's ORI by their peace officers to the Program and TPS.

## 6. Participants' Representatives

6.1 The regular liaison channels and points of contact of the participants will be:

- I. For the Program: The Director of Law Enforcement Standards and Audits.
- II. For the TPS: **INSERT POSITION.**
- III. For the Authorized Employer: **INSERT POSITION.**

## 7. Dispute Resolution

- 7.1 In the event of a dispute arising from the interpretation of this MOU, it will be referred to the participants' representatives set out above, who will use their best efforts to resolve the matter amicably.
- 7.2 If such negotiation fails, the participants will refer the matter to the Director of Law Enforcement. This will be the final level for conflict resolution.

## 8. Liability

- 8.1 Each participant will be responsible for any damages caused by the conduct of its employees or peace officers in carrying out the terms of this MOU.
- 8.2 Information in the CPIC system is for investigative purposes only and does not positively identify an article of property or a person. Information emanating from the CPIC system must not be acted upon without firstly verifying with the originating agency.

## 9. Audits

- 9.1 TPS will permit the Program auditors on-site for the purpose of auditing the use of the Program's ORI to ensure compliance with the terms of this MOU. This includes, but limited to, document retention requirements, CPIC and Program Policy and the use and disclosure of information from the Program's ORI. For clarification, any audit performed by the Program shall only include records or documentation directly related to TPS' use of the Program's ORI.
- 9.2 TPS will provide the Program auditors with will render all necessary assistance to the Program auditors to enable a complete physical audit of TPS as it pertains to the Program's ORI.
- 9.3 The Program will provide 30 days advance notice in writing prior to any audit of TPS as it pertains to the Program's ORI.
- 9.4 Any cost associated to an audit will be at the Authorized Employer's expense.

## **10. Amendment to the MOU**

- 10.1 This MOU may be amended by mutual consent between the participants at any time. Amendments will only come into effect after completion of applicable internal procedures by the participants and written notification thereof.

## **11. Memorandum of Understanding**

- 11.1 Upon execution by all participants, the MOU supersedes any prior oral or written statements of any kind between the participants in relation only to the matters contained herein, namely, TPS' access to the Program's CPIC ORI in order to provide CPIC information to Authorized Employer's eligible peace officers. Any other agreements between any two or more of the participants shall remain in effect and will supersede this MOU as it pertains to the subject matter therein.
- 11.2 In the event of any conflict between this MOU and the Agreement TPS has with the Authorized Employer for the provision of services, in particular, for performing CPIC Queries, the MOU will take precedence over that Agreement.

## **12. Effective Date and Termination**

- 12.1 This MOU comes into effect upon last signature.
- 12.2 This MOU may be terminated at any time upon ninety (90) days written notification by any of the participants.
- 12.3 Upon the termination of this MOU, TPS will take the necessary steps to disconnect the Program's ORI with assistance from the Alberta/NWT CPIC Field Operations Section.

## **13. Notification of Changes Affecting the MOU**

- 13.1 A review of the provisions of the MOU by the Program to ensure compliance with any new amendments in CPIC Ottawa or the Program's CPIC policy will occur every two (2) years from the date of the last signature.
- 13.2 A formal evaluation of the provisions of this MOU by all participants will occur at least every four (4) years.
- 13.3 All participants shall notify each other in writing of any regulatory or policy changes that are likely to affect this MOU.

IN WITNESS WHEREOF, the Program has caused this MOU to be duly signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sean Bonneteau, CD  
Director of Law Enforcement Standards and Audits  
Public Security Division

IN WITNESS WHEREOF, the TPS has caused this MOU to be duly signed at  
\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Dr. Graham Abela  
Chief of Police  
Taber Police Service

IN WITNESS WHEREOF, the Authorized Employer has caused this MOU to be duly signed at  
\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
***INSERT NAME and POSITION***