

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**GREATER VANCOUVER TRANSPORTATION
AUTHORITY POLICE SERVICE**

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 Greater Vancouver Transportation Authority Police Service (the “GVTAPS”) and the Pacific Region Enforcement Centre of the Canada Border Services Agency (the “PREC”), wish to engage in a program whereby CBSA Enforcement Officers will assist GVTAPS members with the enforcement of the *IRPA*, as issues arise, and promote strong and continuous liaison between the GVTAPS and PREC to better serve the community;

The program goal is to ensure the availability of CBSA Enforcement Officer resources to deal with foreign criminals and other *IRPA* violations that GVTAPS members detect in the Greater Vancouver area; 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 LIAISON POSITION

- 1) The parties agree that assistance and liaison will be provided by CBSA Enforcement Officers to GVTAPS members for the enforcement of the *IRPA*, as issues arise.
- 2) CBSA Enforcement Officers will not perform any duties of GVTAPS member police officers, and will not act, or hold him or herself out as acting as agent or on behalf of the GVTAPS.
- 3) The role of the CBSA Enforcement Officer shall encompass and be limited to the following:
 - i. assisting GVTAPS members in enforcing the *IRPA*,
 - ii. providing *IRPA* expertise to GVTAPS members, as may be required,

- iii. completing *IRPA* arrests and reports when violations of the *IRPA* are detected by GVTAPS members, and
 - iv. providing *IRPA* related training to GVTAPS members from time to time.
- 4) CBSA Enforcement Officers must not be directly involved in any use of force actions by GVTAPS members, but shall be available to assist GVTAPS members after the scene is declared secure by the on-site GVTAPS supervisor.
 - 5) CBSA Enforcement Officers must not be involved in vehicular pursuits or any "Code 3" responses to emergencies. If a CBSA Enforcement Officer is in a GVTAPS vehicle, he or she must safely exit the vehicle before the GVTAPS member goes "Code 3" (lights, siren, emergency response to urgent calls).
 - 6) CBSA Enforcement Officers may, wherever appropriate, work jointly with GVTAPS members in support of various community relations projects relative to *IRPA* issues.
 - 7) As further detailed in sections 16 to 19 below, CBSA Enforcement Officers may receive information from GVTAPS members and may disseminate information related to *IRPA* investigations and related matters.

ORGANIZATION AND COSTS

- 8) The CBSA Enforcement Officer's duty hours will be established as per the PREC Program Management collective agreement.
- 9) Overtime and/or callout for a CBSA Enforcement Officer must be pre-approved by the Director, PREC.
- 10) The salary, approved overtime and/or callout and all employee related costs of CBSA Enforcement Officers will be paid in full by the PREC.

REPORTING PROCEDURE AND PROGRAM REVIEW

- 11) 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.
- 12) On a regular basis the GVTAPS Chief Officer and the Director, PREC will meet to review results achieved, the mandate of the liaison position and discuss common issues and concerns.

- 13) 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 GVTAPS Chief Officer and the Director, PREC or their delegates.

INFORMATION DISCLOSURE

- 14) The PREC confirms that CBSA Enforcement Officers are security cleared in accordance with Treasury Board of Canada standards.
- 15) The *Freedom of Information & Protection of Privacy Act*, R.S.B.C. 1996, c. 165 authorizes the GVTAPS 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 GVTAPS, and the parties agree that all information disclosed and received between the parties under this agreement is disclosed and received in confidence.
- 16) PREC and the GVTAPS agree that, when investigations related to the enforcement of the *IRPA* involve both PREC and the GVTAPS, both parties will share relevant information, however PREC and the GVTAPS 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 GVTAPS will be bound to share any information.
- 17) The GVTAPS will generally allow the assigned CBSA Enforcement Officers access to all information which is presently available to GVTAPS member police officers, including AFIS.
- 18) 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

- 19) The GVTAPS 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

- 20) 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.
- 21) However, if the damage described in section 20 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.
- 22) 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.
- 23) In the event of a notice of claim as described in section 22, 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.
- 24) The provisions of sections 20, 21, 22 and 23 will survive the termination of this Agreement for any reason whatsoever.

AMENDMENT

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

DURATION

- 26) This Agreement shall take effect on the 03rd day of April, 2007 and may be terminated by either party after thirty (30) day's notice is provided to the other party.

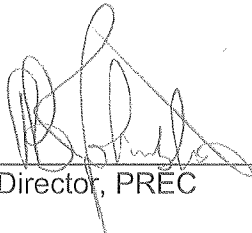
ENFORCEABILITY

- 27) 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.
- 28) This Agreement reflects the good faith and spirit of cooperation of the parties, but is not legally binding on any of the parties.

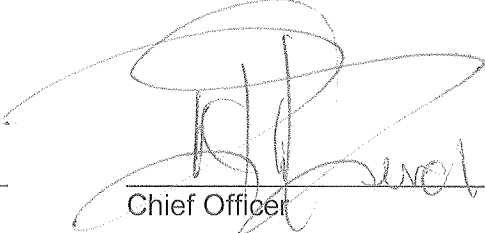
Signed at the City of Vancouver on this 05 day of April 2007.

On behalf of the Canada Border
Services Agency:

On behalf of the
Greater Vancouver Transportation
Authority Police Service:



Director, PREC



Chief Officer