



Royal
Canadian
Mounted
Police

Gendarmerie
royale
du
Canada

"E" Division
657 West 37th. Avenue
Vancouver, B.C.
V5Z 1K6

Security Classification / Designation
Classification / Désignation sécuritaire

RECEIVED
RCMP 22/107

Your file

Votre référence

October 15, 2007

Our file

Notre référence

William McKenzie,
Executive Director
Haida Child and Family Services
Box 86
Masset, BC V0T 1M0

2006CP-0189

Re: MOU- Haida Child and Family Services

Dear Mr. McKenzie,

Please find attached an original signed MOU for your information and records. Should you have any questions or concerns, feel free to contact Ms. Harpreet Gill at (604) 264-2382.

Sincerely,

Barry Hicks, Staff Sergeant
NCO i/c Criminal Operations Secretariat,
"E" Division

Attach.

Canada

MEMORANDUM OF UNDERSTANDING

BETWEEN

HAIDA CHILD AND FAMILY SERVICES SOCIETY

AND

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

RESPECTING

A protocol agreement between the two organizations

MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

BETWEEN:

HAIDA CHILD AND FAMILIES SERVICES as represented by
the Executive Director

(hereinafter referred to as the "E.D.")

AND:

ROYAL CANADIAN MOUNTED POLICE,
as represented by the COMMANDING OFFICER, "E" DIVISION

(hereinafter referred to as the "RCMP")

PURPOSE AND OBJECTIVE:

- A. The purpose of this agreement is to clarify the working relationship between the Royal Canadian Mounted Police (RCMP), and Haida Child and Family Services Society (HCFSS). The intent is to establish communication guidelines and enhance collaborative work practices.
- B. Haida Child and Family Services Society has been created by the two member bands of the Haida Nation (Skidegate and Old Massett) to provide child and family services to its members. HCFSS works collaboratively with the member bands to deal with child welfare issues that may arise on reserve. The long-term plan is to provide a full range of child welfare services to all of Haida Gwaii, including delegated child protection.

- C. HCFSS presently has a C- 3 delegation thru the Ministry of Child and Families. Over the next five years this delegation will increase to a C - 6 which covers any and all child protection matters on Haida Gwaii. During the next several years HCFSS will gradually increase their designation to a C - 4 by the end of 2007 and then a gradual increase to C - 5 culminating with the full C - 6 by April 01, 2011. This agreement will cover the C - 3 to 5 designation but will have to be re drafted once full delegated authority is received from the Ministry of Child and families

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:
- 1) **“Commanding Officer”**, means the Commanding Officer of the Royal Canadian Mounted Police, “E” Division.
 - 2) **“Emergency”**, means an urgent and critical situation of a temporary nature that is not a Special Event and that requires additional police resources to maintain law and order, keep the peace or ensure the safety of persons, property or communities.
 - 3) **“Fiscal Year”**, means the period beginning on April 1 in any calendar year and ending on March 31 in the next calendar year.
 - 4) **“Force”**, means the Royal Canadian Mounted Police, Government of Canada.
 - 5) **“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.
 - 6) **“Provincial Police Service Agreement”**, or **“PPSA”**, means the Memorandum of Agreement made between the Government of Canada and the Government of British Columbia, dated April 1, 1992.
 - 7) **“RCMP”**, or **“R.C.M.P.”**, or **“R.C.M. POLICE”**, means the Royal Canadian Mounted Police, Government of Canada.
 - 8) HCFSS , Haida Child and Families Services Society.

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

SECTION 2.0 AGREEMENT AUTHORITY

- 2.1 This agreement is entered into by the Commanding Officer under the authority of section 5 and in relation to section 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.
- 2.2 This agreement is entered into by the Executive Director of the HAIDA CHILD AND FAMILIES SERVICES.

2.3 LEGISLATION GUIDING THIS PROTOCOL:

Federal Statutes

- *Criminal Code of Canada*
- *Youth Criminal Justice Act*
- *Privacy Act and Access to Information Act*
- *RCMP Act*
- *Indian Act*

Provincial Statutes

- *Child Family and Community Service Act (CF&CS Act)*
- *Freedom of Information and Protection of Privacy Act*
- *Infants Act*
- *Family Relations Act*
- *Police Act*
- *Victims of Crime Act*

SECTION 3.0

SUBJECT MATTER

3.1 ROLE OF HAIDA CHILD AND FAMILY SERVICES

HCFSS social workers will initially work under C3 Delegation that includes the following services as defined by the Child, Family and Community Service Act.

- Voluntary support services for Families (counseling, parenting groups, grief and loss groups, high risk youth groups, ^{respite care, etc.)} *(support to youth)*
- Voluntary Care Agreements (bringing children and youth into care through a voluntary agreement with their family)
- Special Needs Agreement (bringing children and youth who have special needs into care through a voluntary agreement with their family)
- Mediation Services
- Residential Resource Development (foster homes and group homes)

3.2 ROLE OF THE RCMP:

- The RCMP will notify HCFSS when a Haida youth for whom HCFSS has legal responsibility has been charged with a criminal offence and/or is being held in RCMP custody.
- The RCMP will also notify HCFSS when a Haida child in HCFSS's care is the victim of a violent crime.
- The RCMP will notify HCFSS when they have "taken charge" of a Haida Nation child in care who is under the age of 12 and has committed a criminal offence.
- The RCMP may request support services for Haida families or may direct Haida families to HCFSS for support services.
- The RCMP will provide police record checks that will include both crime convictions as well as all other relevant and pertinent records that might impact the sustainability of individuals serving as foster parents; Subject to the applicant providing a signed consent agreeing to the release of personal information by the RCMP to HCFSS.
- The RCMP will provide HCFSS police record checks for all newly hired staff relating to their applicability for a specific position; Subject to the applicant providing a signed consent agreeing to the release of personal information by the RCMP to HCFSS.

3.3 **REPORTS OF SUSPECTED CHILD ABUSE AND NEGLECT:**

If the Police have reason to believe, Pursuant to *Section 14 of the Child and Family Services Act* that a child has been or is likely to be physically harmed, sexually abused, or needs protection, they are to report their concerns to the **Queen Charlotte Ministry of Children and Family Development, or after hours at 310-1234.**

Note: At this time, Haida Child and Family Services Society does not have the authority to receive, assess or investigate child protection reports.

3.4 **INFORMATION SHARING:**

The parties may disclose information to one another consistent with the legislation that guides their mandated authority.

3.4.1. **To the RCMP from HCFSS**

- HCFSS will provide a staff list to the RCMP
- HCFSS social workers will be prepared to show proper identification to the RCMP if requested.
- When HCFSS social workers request information from the RCMP, the request will:
 - 1) be as specific as possible
 - 2) be in writing if requested
 - 3) confirm that the social worker making the request has the appropriate legal authority (letter of delegation)
 - 4) provide proof of guardianship if information requested is for a child or youth for whom HCFSS has legal responsibility.
 - 5) Identify the child or youth by known name and date of birth, and normal place of residence.

3.4.2. **To HCFSS from the RCMP**

- The RCMP may request information from HCFSS as a part of a criminal investigation, and HCFSS will cooperate within the guidelines of legislation.
- The RCMP can compel the release of information through judicial authorization by search warrant, subpoena, or production order.
- The RCMP will comply with privacy legislation, and where applicable, information sharing provisions of the Youth Criminal Justice Act.
- Under the Privacy Act, the RCMP must disclose to affected members of the public, information of “public interest” where health or safety is at risk.

- When police share information, they may at their discretion, release to HCFSS information arising from their investigations prior to charges being laid.
- Information may be withheld by the RCMP if disclosure could reasonably be expected to be harmful to law enforcement.

SECTION 4.0

SECURITY AND CONFIDENTIALITY

- 4.1 All information and documentation provided to, collected by, delivered to or compiled by or on behalf of the parties to this MOU in the performance of their duties and responsibilities shall be dealt with subject to and in accordance with federal and provincial statutes, particularly the Access to Information Act, R.S.C. 1985, c. A-1, the Privacy Act, R.S.C. 1985, c. P-21, and the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c. 165.
- 4.2 The parties agree that for the purposes of section 13(1) of the Access to Information Act, section 19(1)(a) of the Privacy Act and section 16(1)(b) of the Freedom of Information and Protection of Privacy Act, all information disclosed and received between the parties under this MOU is disclosed and received in confidence.
- 4.3 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 records relating to this MOU, that party shall immediately consult all other parties to this MOU before disclosing the records to the applicant.
- 4.4 The parties agree to establish a media relations plan to regulate contacts with the media in relation to this MOU. All media releases shall be reviewed by all parties to the MOU before disclosing those media releases to the media and the public.

SECTION 5.0

DISPUTE RESOLUTION

- 5.1 Any new issue, 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) Officer-In-Charge (OIC), North District, "E" Division.
 - (b) HAIDA CHILD AND FAMILIES SERVICES
 - (c) Any complaint regarding non-compliance to this protocol will be resolved as follows:

- (a) *Initially, efforts to resolve the matter must be made by the front line social worker and the individual police officer.*
- (b) *Involvement of HCFSS team leader and senior police staff is required when resolution is not obtained at step 1.*
- (c) *If resolution is still not achieved, then the final step will include the HCFSS Executive Director and the Officer in Charge of the RCMP.*
- (d) *If resolution is still not achieved, then a formal written complaint will be provided to the HCFSS Executive Director and Officer in charge of the RCMP Detachment for resolution.*

SECTION 6.0 NOTIFICATION

6.1 All notices or communications provided for in this MOU will be in writing and will be mailed or delivered to the individuals or positions responsible for the discharge of the obligations detailed in this agreement. For the purposes of delivery of Notice, the addresses for delivery are:

***For
HAIDA CHILD AND FAMILIES
SERVICES
William McKenzie
Executive Director
Box 86
Masset, B.C. VOT 1M0***

***For the RCMP:
NCO I/C Masset Detachment
Box 39,
Masset, B.C. VOT 1M0

NCO I/C Queen Charlotte
Detachment
Box 130 Queen Charlotte
VOT 1S0***

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

6.2 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 notice is given by personal delivery, then such notice or communication will be deemed effective when delivered. If notice is given by electronic means (including electronic mail and facsimile), then such notice or communication will be deemed effective twenty-four (24) hours after delivery to the intended recipient's electronic system.

SECTION 7.0

LIABILITY

- 7.1 Each party waives all claims against the other party in respect of damage caused to its personnel and/or its property by personnel or agents (excluding contractors) of that other party arising out of, or in connection with, the implementation of this agreement.
- 7.3 However, if the damage described in Section 7.1 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.
- 7.4 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.
- 7.5 In the event of a notice of claim as described in Section 7.4, 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.
- 7.6 These provisions will survive the termination of this agreement for any reason whatsoever.

SECTION 8.0

TERM OF AGREEMENT


- 8.1 This agreement will come into full force when signed by both parties.
- 8.2 This agreement will remain in full force and effect until replaced by another agreement or terminated in accordance with this agreement.
- 8.3 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 parties agree:
- a) to reviews, audits and evaluations of any aspect of this agreement;
 - b) to amendments by mutual written agreement duly executed by parties to this agreement; and,

- c) that 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 Each party will be responsible for its own costs incurred in carrying out the activities outlined in the MOU.
- 8.8 This agreement reflects the good faith and spirit of cooperation of the parties but is not legally binding on any of the parties.

SECTION 9 REVIEW OF AGREEMENT:

9.1 It is agreed that both parties will review this protocol annually from the date of signature.

Signed on behalf of Haida Child and Families Services



William McKenzie
Executive Director
Haida Child and Families Services

SEPT. 23/07
Date


WITNESS

W.R. 10
WITNESS

Signed on behalf of the Royal Canadian Mounted Police:


Gary D. Bass, O.O.M.
Deputy Commissioner - Pacific Region &
Commanding Officer
"E" Division

7-10-07
Date