

Memorandum of Understanding

THIS ARRANGEMENT, made in duplicate as of the 15th day of February 2018.

BETWEEN

THE ALBERTA PROVINCIAL RURAL CRIME WATCH ASSOCIATION
(Hereinafter referred to as "APRCWA")

AND

THE ROYAL CANADIAN MOUNTED POLICE
(Hereinafter referred to as "RCMP")

BACKGROUND

WHEREAS APRCWA is a non-profit corporation registered pursuant to the laws of the Province of Alberta, and governed by a civilian Board of Directors;

AND WHEREAS APRCWA is an entity entirely separate from the RCMP and all other Law Enforcement Agencies within the Province of Alberta;

AND WHEREAS APRCWA is governed by its own constitution and bylaws and is responsible for its own liabilities in respect to its own operations;

AND WHEREAS The Commissioner of the RCMP has approved the participation of the RCMP with APRCWA in APRCWA's objective of fostering and supporting various Rural Crime Watch Programs in Alberta as a collaborative effort with communities for solving crime; and

AND WHEREAS the parties wish to record their understanding of how they will be engaged in the support of the various Rural Crime Watch Programs in Alberta.

NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:

1. DEFINITIONS:

In this Memorandum of Understanding the following terms, in singular or plural form according to the context, are defined as follows:

“**APRCWA**” means Alberta Provincial Rural Crime Watch Association;

“**VOLUNTEER**” means a member and board of directors of Rural Crime Watch Society.

“**MOU**” means this memorandum of understanding or agreement;

“**PARTICIPANTS**” means the parties entering into and signing this MOU;

“**RCMP**” means the Royal Canadian Mounted Police;

“**RCW**” means a community Rural Crime Watch; and

“**OIC**” means Officer in Charge.

2. PURPOSE AND SCOPE:

2.1 APRCWA is a non-profit corporation registered in the Province of Alberta with its own constitution and bylaws and governed by a Civilian Board of Directors. In various communities throughout Alberta, there are a number of RCW societies that are all members of APRCWA. The members of any particular RCW society are volunteers that serve as the "eyes" and "ears" of their community. While the function varies from area to area, the fundamental concept of the Rural Crime Watch Program is for the citizens of a community to take an active role in crime prevention by passively patrolling their communities and by liaising with their local police agency to ensure safe homes and safe communities.

2.2 This MOU sets out the roles and responsibilities of APRCWA and the RCMP with respect to their participation in the Rural Crime Watch Program in RCMP jurisdictions in Alberta.

2.3 The RCMP is entering into this MOU on the authority provided under the RCMP Act, RSC 1985, c. R-10, s.5(2).

2.4 APRCWA is entering into this MOU under the terms of a resolution of its Board of Directors.

- 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 of this MOU.

3. INTENTIONS OF THE RCMP:

The RCMP intends to:

- 3.1 Promote and foster the establishment and use of the Rural Crime Watch Program at the Detachment level;
- 3.2 Provide an RCMP Member to act as a Liaison between the RCMP "K" Division Headquarters and APRCWA;
- 3.3 Where possible, provide RCMP Members from local Detachments to act as a liaison / instructor / evaluator at various RCW training activities in their communities;
- 3.4 Designate the Detachment Commander or his delegates to assist the RCW organizations in determining the suitability of RCW volunteers board of directors' of each individual zones and Provincial board of directors' by obtaining Volunteers' consent to conduct a criminal record check and thereafter every three (3) years.
- 3.5 Provide feedback to APRCWA regarding RCW / Detachment activities that pertain to effective and efficient operations of RCW when possible.
- 3.6 Work cooperatively with Volunteers assigned to their Detachments and recognize that the RCW is a volunteer organization with its own mandate regulated by policies, rules and regulations.

4. INTENTIONS OF APRCWA:

APRCWA intends to:

- 4.1 Provide, where possible, community Volunteers consisting of an organized group of reliable citizens prepared to make passive patrols for the purpose of observing and reporting of any, and all, unusual and or illegal activities at random locations in the community.
- 4.2 Ensure that local Volunteers are not utilized for active patrol purposes.

- 4.3 Provide all local RCW organizations with help and direction as required.
- 4.4 Provide agreed upon statistical data to the RCMP on APRCWA's activities.
- 4.5 Work cooperatively with the RCMP within the various Detachment areas and ensure that the Volunteers act within the mandate regulated by policies, rules and regulations. Any use, direction or assistance requested of the RCW organization by the Detachment personnel must comply with the mandate of APRCWA.
- 4.6 Ensure that local Volunteers will immediately report to the RCMP Detachment Commander, or designate, if they are arrested or charged with a federal or provincial offence, excluding minor traffic offences.
- 4.7 Ensure that local Volunteers understand that arrests or charges may result in the suspension or termination from their position within the RCW program.
- 4.8 Ensure that local Volunteers understand that failure to promptly report arrests or charges may result in the Detachment Commander, or designate to withdraw their recommendation of this individual to the local RCW program.

5. FINANCIAL ARRANGEMENTS:

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

6. TERM:

This arrangement shall commence upon execution by the Participants and shall expire April 1st, 2022.

7. DISCLOSURE AND USE OF INFORMATION:

The information that is exchanged between the RCMP and APRCWA is of a general nature and refers, for example to crime and crime trends in the community. There is no provision for the disclosure of personal information to APRCWA by the RCMP through this arrangement.

8. DEPARTMENTAL REPRESENTATIVES:

The following officials are designated as the departmental representatives for purposes of this arrangement and any notices required under this arrangement shall be delivered as follows:

For the RCMP	For APRCWA
OIC Community Policing 11140 – 109 St. Edmonton AB T5G 2T4	The President Box 4520 Edmonton AB T6E 4T7

9. LIABILITY:

Each participant shall be responsible for any damages caused by the conduct of its employees or agents in carrying out the terms of this MOU.

10. DISPUTE RESOLUTION:

In the event of a dispute arising from the interpretation or operation of this arrangement, it shall be referred to the Participants' representatives set out above, who shall use their best efforts to resolve the matter amicably.

11. INTELLECTUAL PROPERTY RIGHTS:

Any intellectual property produced by the RCMP for APRCWA can be used by the RCMP without limitations.

12. MONITORING:

This MOU may only be amended by the written consent of the Participants.

13. TERMINATION:

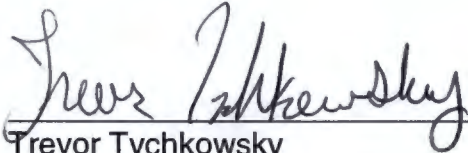
This arrangement may be terminated by either participant upon thirty (30) days written notice. Termination does not release a participant from any obligations which accrued while the arrangement was in force.

14. AMENDMENT TO THE ARRANGEMENT:

This arrangement may only be amended by the written consent of the Participants.

Signed by the authorized officers of the Participants:

For the APRCWA:



Date: 2018-02-15

Trevor Tychkowsky
President

ALBERTA PROVINCIAL RURAL CRIME WATCH ASSOCIATION
Box 4520
Edmonton, Alberta
T6E 4T7
president@APRCWA.ca

For the RCMP:



Date: 2018-02-15

T.G. (Todd) Shean, M.O.M.
Deputy Commissioner
Commanding Officer "K" Division
11140 109 Street
Edmonton, Alberta
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