

Memorandum of Understanding

THIS ARRANGEMENT

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE
(HEREINAFTER REFERRED TO AS "**RCMP**")

AND

THE ALBERTA CITIZENS ON PATROL ASSOCIATION
(HEREINAFTER REFERRED TO AS "**ACOPA**")

Collectively referred to as the "Participants"

**CONCERNING THE CITIZENS ON PATROL PROGRAM IN RCMP JURISDICTIONS IN
ALBERTA**

BACKGROUND

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

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

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

The Commissioner of the RCMP has approved the participation of the RCMP with ACOPA in ACOPA's objective of fostering and supporting various Citizens on Patrol Programs in Alberta as a collaborative effort with communities for solving crime; and

The participants wish to record their understanding of how they will be engaged in the support of the various Citizens on Patrol 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:

- a) "**ACOPA**" means Alberta Citizens on Patrol Association.
- b) "**Arrangement**" means this Memorandum of Understanding.
- c) "**MOU**" means this Memorandum of Understanding.
- d) "**OIC**" means Officer in Charge.
- e) "**PARTICIPANTS**" means the parties entering into and signing this MOU.
- f) "**PATROL**" means the random monitoring performed by a Volunteer.
- g) "**VOLUNTEER**" means a member of Alberta Citizens on Patrol Association.

2. PURPOSE AND SCOPE

- 2.1. ACOPA 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 Citizens on Patrol Societies that are all members of ACOPA. The members of any particular Citizens on Patrol 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 Citizens on Patrol Program is for the citizens of a community to take an active role in crime solving by 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 ACOPA and the RCMP with respect to their participation in the Citizens on Patrol 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. ACOPA 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 Paragraph 10 of this MOU.

3. RESPONSIBILITIES OF THE RCMP

The RCMP intends to:

- 3.1. Promote and foster the establishment and use of the Citizens on Patrol Program at the Detachment level.
- 3.2. Provide an RCMP Member to act as a Liaison between the RCMP "K" Division Headquarters and ACOPA.
- 3.3. Where possible, provide RCMP Members from local Detachments to act as a liaison / instructor / evaluator at various Citizens on Patrol training activities in their communities.
- 3.4. Designate the Detachment Commander or his delegates to assist the Citizen on Patrol organizations in determining the suitability of Volunteers, by obtaining Volunteers' consent to conduct a criminal record check every two (2) years.
- 3.5. Provide feedback to ACOPA regarding Citizen on Patrol / Detachment activities that pertain to effective and efficient operations of Citizen on Patrol when possible.
- 3.6. Work cooperatively with the Volunteers working with their Detachments and recognize that the Citizens on Patrol is a volunteer organization with its own mandate regulated by policies rules and regulations.

4. RESPONSIBILITIES OF ACOPA

The ACOPA intends to:

- 4.1. Provide, where possible, community Volunteers consisting of an organized group of reliable citizens prepared to make two-person patrols for the explicit 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 patrol purposes until they have received a minimum standard of training required for Citizens on Patrol activities.
- 4.3. Provide to all Volunteer units operating at the Detachment level an ACOPA Reference Manual covering the methodology required to operate safe, effective and efficient Patrols.

- 4.4. Provide all local Citizens on Patrol organizations with help and direction as required.
- 4.5. Provide agreed upon statistical data to the RCMP on ACOPA's activities.
- 4.6. 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 Citizens on Patrol organization by the Detachment personnel must comply with the mandate of ACOPA.
- 4.7. 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.
- 4.8. Ensure that Volunteers understand that arrests or charges may result in the suspension or termination from their position within the Citizens on Patrol program.
- 4.9. Ensure that 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 Citizens on Patrol program.

5. FINANCIAL ARRANGEMENTS

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

6. DISCLOSURE AND USE OF INFORMATION

The information that is exchanged between the RCMP and ACOPA 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 ACOPA by the RCMP through this arrangement.

7. DEPARTMENTAL REPRESENTATIVES

The following officials are designated as the departmental representatives for purposes of this Arrangement and any notices required under this Arrangement will be sent by mail, facsimile, or hand delivery as follows:

For the RCMP:	For the ACOPA:
NCO i/c of Community Safety and Engagement 11140 109 Street Edmonton, AB, T5G 2T4	The President 204, 9928 105 Street Westlock, AB, T7P 1S7

Changes to the designated departmental representative will be upon written notification thereof to the other Participant.

8. LIABILITY

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

9. DISPUTE RESOLUTION

In the event of a dispute arising from the interpretation or operation 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. If such negotiation fails, the Participants intend to refer the matter to the following officials for resolution.

For the RCMP:	For the ACOPA:
OIC CSWB 11140 109 Street Edmonton, AB, T5G 2T4	The President 204, 9928 105 Street Westlock, AB, T7P 1S7

The Participants understand that no dispute will be referred to any court, tribunal, arbiter, or any other binding forum or process.

10. INTELLECTUAL PROPERTY RIGHTS

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

11. MONITORING:

The Participants will meet on an annual basis to review and assess the operation and effectiveness of this MOU.

12. TERM AND TERMINATION

- 12.1. This arrangement will commence upon execution by the Participants and will expire five (5) years from commencement.
- 12.2. This MOU may be terminated by either Participant upon thirty (30) 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 responsibilities which accrued while the MOU was in force.

13. AMENDMENT TO THE MOU

This MOU may only be amended by the written consent of the Participants as signed by their authorized officers or their delegates.

14. GENERAL:

This MOU reflects the good faith and spirit of cooperation of the Participants but is not legally binding on any of them.

Signed by the authorized officers of the Participants:

THE ALBERTA CITIZENS ON PATROL ASSOCIATION



Garth Kohlsmith

The President

Dated this 5 day of December 2023

THE RCMP



OIC – Peter Tewfik, M.O.M.

Chief Superintendent, Alberta RCMP

Dated this 6th day of December 2023



C.M. (Curtis) Zablocki, M.O.M.

Commanding Officer, Alberta RCMP

Dated this 12th day of January 2024