Minute No. 597
Report – Standing Policy Committee on Protection and Community Services – June 13, 2014

Item No. 1 Memorandum of Agreement between the Correctional Service of Canada and the City of Winnipeg regarding Sharing of Personal Information

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Protection and Community Services and adopted the following:

1. That the City of Winnipeg enter into the negotiated Memorandum of Agreement with the Correctional Service of Canada (CSC), setting out the terms and conditions under which the sharing of information and monitoring of offenders will be carried out.

2. That authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Memorandum of Agreement between the Correctional Service of Canada (CSC) and the City of Winnipeg to establish the formal mechanism for the exchange of personal information**,** in accordance with the terms and conditions set forth herein and such other terms and conditions deemed necessary by the Director of Legal Services and City Solicitor to protect the interests of the City.

3. That the Winnipeg Police Board be advised of the aforementioned.

4. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

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DECISION MAKING HISTORY:

Moved by Councillor Mayes,

That the recommendation of the Standing Policy Committee on Protection and Community Services be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 18, 2014, the Executive Policy Committee concurred in the recommendations of the Standing Policy Committee on Protection and Community Services, and submitted the matter to Council.

Further on June 18, 2014, David Sanders submitted a communication dated June 18, 2014 with respect to the Memorandum of Agreement between the Correctional Service of Canada and the City of Winnipeg regarding Sharing of Personal Information.

STANDING COMMITTEE RECOMMENDATION:

On June 13, 2014, the Standing Policy Committee on Protection and Community Services concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: **Memorandum of Agreement between the Correctional Service of Canada and the City of Winnipeg re. sharing of personal information**

Critical Path: **Standing Policy Committee on Protection and Community Services – Executive Policy Committee – Council**

AUTHORIZATION

Author	Department Head	CFO	CAO/COO
M. Musgrove	Chief D. Clunis	n/a	D. Joshi A/CAO

RECOMMENDATIONS

1. That the City enter into the negotiated Memorandum of Agreement between the Correctional Service of Canada (CSC) and the City of Winnipeg, setting out the terms and conditions under which the sharing of information and monitoring of offenders will be carried out.

2. That authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Memorandum of Agreement between the Correctional Service of Canada (CSC) and the City of Winnipeg to establish the formal mechanism for the exchange of personal information**,** in accordance with the terms and conditions set forth herein and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

3. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

4. That the Winnipeg Police Board be advised.

REASON FOR THE REPORT

Council approval is required to enter into the Memorandum of Agreement (MOA) with the Government of Canada.

IMPLICATIONS OF THE RECOMMENDATIONS

In the negotiated MOA, the parties establish a formal mechanism for the exchange of personal information between the Correctional Service of Canada (CSC) and the Winnipeg Police Service (WPS) in order to allow improved and more effective achievement of their respective mandates. It is not expected that this formalization will affect the current good relationship between the CSC and the WPS or disrupt the flow of information needed by both parties to carry out their mandates.

HISTORY

The Privacy Act, R.S.C. 1985, c.P-21, (as amended) provides that a government institution such as the Correctional Service of Canada (CSC) may, under an agreement, disclose personal information to an institution of the government of a province, such as a police agency, for the purpose of administering or enforcing any law or carrying out a lawful investigation.

The MOA outlines a formal process that enables the exchange of personal information between CSC and the Winnipeg Police Service (WPS), including the use of information communicated and the information to be exchanged. Requests for information will be made in writing and forwarded to the designated employee of the other party, setting out the specific personal information requested and the purpose for which the information is being requested.

Upon provision by the WPS of information of name, date of birth, and the Finger Print Section (FPS) number of a federal offender, the CSC will provide a copy of any record to each such individual where a record of federal sentencing exists, the sentence status of the individual, known contacts or any other information as requested.

When CSC provides the WPS the information of name, date of birth, FPS number of a federal offender and related police case number, the Service will provide a summary description of the offence, and the offender’s criminal history, or provide a copy of any record to CSC with respect to each such offender where a record of investigation, charge or conviction exists, including the provision of police reports to Crown Counsel and other information as requested.

The MOA states that neither party will use the information unless for the purpose which is specifically authorized herein or by law. The use of information is outlined as follows:

The information communicated by CSC to the WPS will only be used:

a. For the purpose of enforcing any law in Canada, provincial or municipal laws of the Province of Manitoba and the laws of any other jurisdiction, or carrying out or assisting in a lawful investigation or intelligence operation;

b. For the purpose of complying with a treaty, arrangement or agreement made under the enactment of Canada or the Province of Manitoba.

The information communicated by the WPS to CSC will only be used:

a. For the purpose of enforcing and administering the *Corrections and Conditional Release Act*; or

b. To carry out or assist in a lawful investigation or intelligence operation; or

c. For the purpose of complying with a treaty, arrangement or agreement made under an enactment of Canada or the Province of Manitoba.

Nothing in the MOA limits or contradicts the obligations of CSC to disclose information to the WPS and to the Parole Board of Canada or another party pursuant to the *Corrections and Conditional Release Act.*

Nothing in the MOA limits or contradicts any obligations of the parties to withhold information pursuant to a statute of Canada or the Province of Manitoba.

Nothing in the MOA limits or contradicts any obligations of the WPS to withhold information if disclosure could be harmful to individual or public safety, or law enforcement matters or legal proceedings.

While the duration of the MOA is open-ended, either party may terminate by providing three (3) months written notice to that effect to the other participant.

No financial responsibilities are imposed, except that each participant will be responsible for the funding costs it incurs in its own interest, related to the support of the MOA.

FINANCIAL IMPACT

Financial Impact Statement **Date:** April 14, 2014

Project Name: **First Year of Program** **2013**

Information Sharing MOU

	2013	2014	2015	2016	2017
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery		-	-	-	-
Net Cost/(Benefit)	$ -	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts		-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional comments: The financial impact is minimal and will be absorbed as part of regular operational duty and costs.

original signed by Ron Smolik April 14/14
Manager of Finance
Winnipeg Police Service

CONSULTATION

In preparing this report there was consultation with:

Legal Services

OUR WINNIPEG POLICY ALIGNMENT

SUBMITTED BY

Department:	Winnipeg Police Service
Division:	Organizational Development, Division 32
Prepared by:	M. Musgrove, Research Analyst
Date:	May 9, 2014
File No.	ODS 14 – 101