

User Report

ROYAL CANADIAN MOUNTED POLICE - FIRST NATIONS COMMUNITY POLICING SERVICES (RCMP - FNCPS) AGREEMENTS

Volume 1

NO. 1994-08

Aboriginal Policing Series

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Solicitor General Canada
Ministry Secretariat

Canada

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**ROYAL CANADIAN MOUNTED
POLICE - FIRST NATIONS
COMMUNITY POLICING
SERVICES (RCMP - FNCPS)
AGREEMENTS**

Volume 1

NO. 1994-08

This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of RCMP - FNCPS Agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted.

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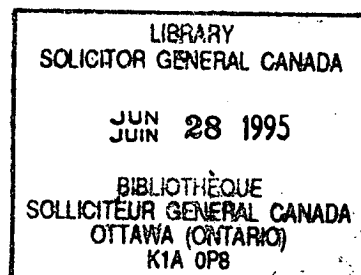


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SECTION 1

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

FEDERATION OF SASKATCHEWAN INDIAN NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 18TH DAY OF MAY, 1993

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY
THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")**

of the first part

- AND -

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
SASKATCHEWAN AS REPRESENTED BY THE MINISTER OF JUSTICE OF
SASKATCHEWAN
(hereinafter referred to as the "Province")**

of the second part

- AND -

**THE FEDERATION OF SASKATCHEWAN INDIAN NATIONS AS REPRESENTED
BY THE CHIEF OF THE FEDERATION OF SASKATCHEWAN INDIAN NATIONS**

of the third part

WHEREAS Canada, the Province of Saskatchewan and the Federation of Saskatchewan Indian Nations:

- 1) recognize the need to contribute to the improvement of the administration of justice, the maintenance of social order, public security and personal safety in First Nations communities;**
- 2) recognize the need to provide First Nations communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;**
- 3) recognize the importance of providing policing services for First Nations communities in the Province through the RCMP First Nations Community Policing Service;**
- 4) recognize that First Nations communities must have a role in the administration and management of their policing services and recognize the necessity of entering into**

negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;

- 5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the people of Saskatchewan's First Nations, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to Saskatchewan First Nations;
- 6) recognize the principle that First Nations communities, in keeping with their increased role in determining policing arrangements, should contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing First Nation policing services. Contributions under this provision would accrue equally to reduction of federal and provincial cost shares;
- 7) recognize as an interim measure, and pending First Nations development of specific plans for First Nation administered policing services, the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;
- 8) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations communities in the Province through the Royal Canadian Mounted Police First Nations Community Policing Service;
- 9) recognize that the policing services provided for First Nations communities include the enforcement of federal and provincial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;
- 10) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have or may accrue to any of the parties;
- 11) recognize that nothing in this Agreement shall be interpreted as limiting or expanding in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province;
- 12) recognize that nothing in this Agreement prejudices or limits the ability of the parties to negotiate, at any time, different terms for providing policing services to First Nations under any other agreement; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal

Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

WHEREAS Section 21 of the Police Act, 1990 (Saskatchewan) provides that the Minister may, with approval of the Lieutenant Governor in Council, enter into an agreement with the Government of Canada to employ the RCMP to aid in the administration of justice and the enforcement of the laws in force in Saskatchewan;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

WHEREAS by Order in Council 345/93 dated May 11, 1993 the Lieutenant Governor in Council authorized the Minister to enter into this Agreement on behalf of Saskatchewan;

WHEREAS the General Assembly of the Federation of Saskatchewan Indian Nations, by way of Resolution #613 dated January 28, 1993, authorized the Chief of the Federation of Saskatchewan Indian Nations to enter into this Agreement on behalf of the First Nations of Saskatchewan;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

- 1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"actual costs" means those direct and indirect costs, as described in section 8 of this agreement, incurred by the RCMP in providing policing services to First Nations communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

"band council" means the "council of the band" as defined in section 2 of the Indian Act and, for the purposes of this Agreement, includes local governing bodies of certain Indian communities on Crown land;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Community Tripartite Agreement" means an agreement annexed in Schedule "B" entered into between Canada, the Province, and a First Nations community for the provision of the RCMP First Nations Community Policing Service;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the province;

"External Review Committee" means the Committee as defined in the Royal Canadian Mounted Police Act;

"Federation of Saskatchewan Indian Nations" means the Federation of Saskatchewan Indian Nations, Incorporated;

"First Nations community" means a "band" as defined in section 2 of the Indian Act and for the purposes of this agreement includes certain Indian communities on Crown land;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"First Nations Territory" means a "reserve" as defined in section 2 of the Indian Act, and for the purposes of this agreement includes certain Indian communities on Crown land;

"fiscal year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Province" means the Province of Saskatchewan;

"Provincial Police Service Agreement" means the agreement entered into between the Government of Canada and the Government of the Province of Saskatchewan on April 1, 1992 for the provision and maintenance of a Provincial Police Service within Saskatchewan;

"Public Complaints Commission" means the Commission as defined in the Royal Canadian Mounted Police Act;

"RCMP" means the Royal Canadian Mounted Police;

"RCMP First Nations Community Policing Service" means the service (formerly known as the Indian Special Constable Program or the RCMP Option 3(b) Program) under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to First Nations communities pursuant to this Agreement or a Community Tripartite Agreement annexed in Schedule "B";

"Solicitor General" means the Solicitor General of Canada.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements made in accordance with the First Nations Policing Policy.

SECTION 3: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

- (a) Schedule "A" - Fiscal year budget projection for the RCMP First Nations Community Policing Service in the Province to participating First Nations communities; and
- (b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Province and First Nations communities.

SECTION 4: TERM OF AGREEMENT

4.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1992 and continues in force until March 31, 1997, unless it is terminated pursuant to this Agreement.

SECTION 5: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the First Nation community in consultation with the Commissioner.

5.3 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.

5.4 The level of policing service as agreed upon between the parties under section 5.2 shall not be less than the minimum standard as determined under section 5.3.

SECTION 6: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Subject to appropriation by Parliament and subject to any other terms of this Agreement, Canada agrees during the term of this Agreement to provide 52 % of the actual costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

6.2 On presentation of invoices by the RCMP, on June 30, September 30, December 31 and March 31 of each fiscal year, Canada agrees to:

- (a) reimburse the RCMP 52 % of the actual costs of the RCMP First Nations Community Policing Service in interim payments on June 30, September 30, December 31 and March 31 of each fiscal year, which payments shall be due 60 days from date of invoice from the RCMP;
- (b) make all payments by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

6.3 Any deficiency or overpayment of 52 % of the actual costs of the RCMP First Nations Community Policing Service by Canada for the fiscal year shall be credited or debited, as the case may be, in conjunction with the June 30 interim payment of the succeeding fiscal year.

6.4 Where a Community Tripartite Agreement comes into force during the term of this Agreement, the Community Tripartite Agreement will, for the purposes of the calculation of Canada's contribution to the actual costs under section 6.1, be deemed to begin on the first

day of the fiscal year in which the Community Tripartite Agreement comes into force.

6.5 Where the Community Tripartite Agreement is deemed under subsection 6.4 to begin on April 1 of the fiscal year to which it applies, all interim payments from Canada to the RCMP subsequent to the date on which the Community Tripartite Agreement actually comes into force will be recalculated and adjusted to reflect the cost shared arrangements pursuant to this Agreement, and all interim payments already made prior to the date on which the Community Tripartite Agreement actually enters into force will be recalculated and adjusted at the time the March 31 interim payment is made by Canada under section 6.2(a).

6.6 Canada will, in the provision of the administrative support for the RCMP First Nations Community Policing Service:

- (a) coordinate the financial and administrative arrangements as set out in this Agreement; and
- (b) in consultation with the Commissioner, participate in any negotiations involving the Province and First Nations communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations communities through the RCMP First Nations Community Policing Service.

SECTION 7: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 Subject to appropriation by the Legislature and subject to any other terms of this Agreement, the Province agrees during the term of this Agreement to provide 48% of the actual costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

7.2 On presentation of invoices by the RCMP for the quarterly periods ending on June 30, September 30, December 31 and March 31 of each fiscal year, the Province agrees to:

- (a) reimburse the RCMP 48% of the actual costs of the RCMP First Nations Community Policing Service in interim payments; such payments shall be due 60 days from the date of the invoice from the RCMP;
- (b) make all payments by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

7.3 Any deficiency or overpayment of 48% of the actual costs of the RCMP First Nations Community Policing Service by the Province for the fiscal year shall be credited or debited, as the case may be, in conjunction with the June 30 interim payment of the succeeding fiscal

year.

7.4 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the Province's share of the actual costs under section 7.1, be deemed to begin on the first day of the fiscal year in which the Community Tripartite Agreement comes into force.

7.5 Where the Community Tripartite Agreement is deemed under subsection 7.4 to begin on April 1 of the fiscal year to which it applies, all interim payments from the Province to the RCMP subsequent to the date on which the Community Tripartite Agreement actually comes into force will be recalculated and adjusted to reflect the cost shared arrangements pursuant to this Agreement, and all interim payments already made prior to the date on which the Community Tripartite Agreement actually enters into force will be recalculated and adjusted at the time the March 31 interim payment is made by the Province under section 7.2(a).

7.6 The Province will:

- (a) in consultation with Canada and the Federation of Saskatchewan Indian Nations, take such steps as may reasonably be necessary to inform First Nations communities of the availability of the RCMP First Nations Community Policing Service; and
- (b) participate in any negotiations involving Canada and First Nations communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations communities through the RCMP First Nations Community Policing Service.

SECTION 8: BASIS OF PAYMENT

8.1 Actual costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

- a) the direct cost of the RCMP First Nations Community Policing Service in the Province including:
 - i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repair, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and
 - ii) all costs of equipment purchased;

- b) the indirect cost of the RCMP First Nations Community Policing Services, including:
- i) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost to Canada of Pension contributions calculated as 13.3 per cent of pensionable salaries in respect of members employed in the RCMP First Nations Community Policing Service; thereafter the cost of all Pension contributions with respect to members of the RCMP First Nations Community Policing Service shall be such cost as determined pursuant to the Provincial Police Service Agreement;
 - ii) for the Fiscal Year beginning April 1, 1992, 50 percent of the cost to Canada of the employer's contributions for unemployment insurance in respect of members employed in the RCMP First Nations Community Policing Service;
 - iii) for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years, the full cost to Canada of such employer's contributions for unemployment insurance in respect of members employed in the RCMP First Nations Community Policing Service;
 - iv) the cost of divisional headquarters administration support for the RCMP First Nations Community Policing Service, calculated by dividing the total cost of such administration including pension contributions by the average number of all the members in the Division for the fiscal year (excluding members who are assigned to divisional administration) and multiplying the result by the average number of members employed in the RCMP First Nations Community Policing Service in the Province for the fiscal year;
 - v) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension contributions and excluding recruit salaries and accommodation) by the total number of members employed in the RCMP as of April 1 in each of those Fiscal Years and multiplying by the number of members in the RCMP First Nations Community Police Service in the Province on April 1 1992 and April 1, 1993 respectively;
 - vi) for the Fiscal Years beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying \$3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Province for the Fiscal Year;

- vii) the cost of the Police Information Retrieval System, calculated by multiplying the number of members employed in the RCMP First Nations Community Policing Service in the Province who have direct access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;
- viii) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of RCMP members employed in Canada for the Fiscal Year and multiplying the result by the average number of members employed in the RCMP First Nations Community Policing Service in the Province for the Fiscal Year and thereafter 100% of those costs;
- ix) the cost of the RCMP Aboriginal Policing Program Officers in the Province, including salaries, pension contributions and operation and maintenance costs;
- x) the cost of support staff for the RCMP First Nations Community Policing Service in the Province including salaries, wages, pension contributions, and operation and maintenance costs;
- xi) the cost of accommodation for use by the RCMP First Nations Community Policing Service in the Province for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year beginning April 1, 1992 by the rate of \$7.50 per square foot (\$80.73 per square meter); the rate for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years shall be \$10.00 per square foot (\$107.64 per square meter); such space shall not include the following:
 - i) separate living quarters;
 - ii) any building or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and
 - iii) those parts of divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service Members determined on a proportional basis relative to the total occupancy of the buildings.

- xii) the cost of accommodation for use by the RCMP First Nations Community Policing Service in the Province not provided for under sections 8.1(a)(i) or 8.1(b)(xi), but otherwise provided for under specific terms and conditions of a Community Tripartite Agreement.

8.2 The accommodation referred to in subsection 8.1(b)(xii) shall be to the satisfaction of the Commissioner.

8.3 For the purposes of determining actual costs pursuant to this section, any member of the RCMP First Nations Community Policing Service who is on:

- a) sick leave or suspended for more than 30 consecutive days,
- b) parental leave,
- c) a training course not related to the RCMP First Nations Community Policing Service, or
- d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

8.4 There shall be deducted from the actual costs payable by the Province in respect to the RCMP First Nations Community Policing Service:

- a) any refunds or reimbursements subsequently obtained by the RCMP with respect to any expenses that were paid by the Province as a direct cost;
- b) the revenue received from leased accommodations and quarters deductions from members employed in the RCMP First Nations Community Policing Service; and
- c) 48% of any amount received by RCMP from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than \$100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

8.5 The cost of the RCMP First Nations Community Policing Service in the Province shall not include the cost of inter-divisional transfers of personnel.

8.6 Except where the following services are paid by Health and Welfare Canada, the Province shall pay 100% of the expenses incurred by the RCMP First Nations Community Policing Service in relation to:

- (a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP, except where such costs have been incurred in the obtaining of evidence; and
- (b) conveyance by a third party that is obtained by a member of the RCMP First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

8.7 The Province shall pay 100% of the expenses incurred by the RCMP First Nations Community Policing Service in relation to witness fees, transportation, maintenance and escort costs for persons (except for members of the RCMP) required as witnesses in criminal and civil proceedings and proceedings under provincial laws.

8.8 The Provincial Policing Agreement shall be credited with the amount paid by the Province for accommodation supplied by Canada under this Agreement.

SECTION 9: EQUIPMENT AND ASSETS

9.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

9.2 In the event of the expiry or termination of this Agreement;

- (a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service shall, at the option of the Province:
 - (i) be transferred to the Province, upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for an item of equipment; or
 - (ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment.
- (b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable

cost-sharing ratio as set out in section 7.1 of this Agreement;

- (c) where any item of equipment that:
 - (i) cost \$100,00.00 or more;
 - (ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service; and
 - (iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service;

Canada shall credit the Province with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Province in respect of that item.

9.3 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Province, be acquired by the Province upon payment by the Province of the fair market value, as determined by an independent appraisal obtained by Canada.

SECTION 10: FINANCIAL PLANNING

10.1 The Commanding Officer shall consult with the Minister on or before September 1 of each year to establish:

- i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service;
- ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province;

10.2 The Commanding Officer shall communicate the results of the consultation with the Minister to the Commissioner, who shall complete a budget projection for the next fiscal year, including:

- i) all direct and indirect costs for the RCMP First Nations Community Policing Service;
- ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and

iii) a best estimate that reflects the most probable adjustments to salaries.

10.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with section 10.2 for the next fiscal year covered by this Agreement.

10.4 Where the Solicitor General agrees with the budget projection provided in section 10.3, the budget projection shall be submitted to the Minister prior to April 1 of the fiscal year for which the budget projection pertains.

10.5 Where the Minister agrees with the budget projection provided by the Solicitor General in 10.4, Schedule "A" shall be amended pursuant to section 12 to reflect the costs agreed upon for that fiscal year.

10.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

10.7 Where the Solicitor General agrees with the amended budget projection provided in section 10.6, the amended budget projection shall be submitted to the Minister without delay.

10.8 Where the Minister agrees with the amended budget projection provided in 10.7, Schedule "A" shall be amended pursuant to section 12 for that fiscal year.

SECTION 11: ROLES AND RESPONSIBILITIES OF THE RCMP

11.1 The Commissioner will:

- (a) recruit, train, assign and supervise First Nations members to provide policing services to First Nations communities as set out in Schedule "A";
- (b) ensure that First Nation members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations communities with at least 80% of this time to be spent within the boundaries of those communities;
- (c) provide to the Band Council of each First Nation community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided to the community;
- (d) provide the Solicitor General, the Minister and the Chief of the Federation of Saskatchewan Indian Nations with an annual report on the RCMP First Nations Community Policing Service prior to July 31 of each fiscal year, which will

include a detailed accounting of all expenditures for the RCMP First Nations Community Policing Service for the previous fiscal year and such information as the Solicitor General directs; and

- (e) upon receiving reasonable notice, shall provide the Minister and the Chief of the Federation of Saskatchewan Indian Nations with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

SECTION 12: AMENDMENT

12.1 Except for amendments relating to Schedules "A" and "B", this Agreement may be amended at any time by the written agreement of Canada, the Province and the Federation of Saskatchewan Indian Nations.

12.2 Schedule "A" may be amended at any time by the written agreement of Canada and the Province.

12.3 Schedule "B" may be amended at any time by the written agreement of the parties to the Community Tripartite Agreements.

SECTION 13: EXTENSION

13.1 Upon the written agreement of Canada, the Province and the Federation of Saskatchewan Indian Nations the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated on March 31 of any year by one party to this Agreement giving the other parties to this Agreement notice in writing of such termination twelve (12) months prior to the date of the intended termination.

14.2 In the event that this Agreement is terminated, a final adjusting payment will be made by the Province to the RCMP, if necessary, or by Canada to the RCMP, if necessary, at the end of the last fiscal year in which the policing services under the RCMP First Nations Community Policing Service were delivered.

14.3 The final adjusting payment referred to in Section 14.2 will ensure that Canada's share represents 52% and the Provinces's share 48% of the actual costs of the RCMP First

Nations Community Policing Service.

SECTION 15: RECOGNITION OF CONTRIBUTION

15.1 The Province will ensure that Canada's contribution to the provision of policing services to First Nations communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

15.2 Canada will ensure that the Province's contribution to the provision of policing services to First Nations communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meeting.

SECTION 16: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

16.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

SECTION 17: NOTICES

17.1 Any notice or other document required or permitted to be given by one party to other parties under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
 Aboriginal Policing Directorate
 340 Laurier Avenue West, 12th floor
 Ottawa, Ontario
 K1A 0P8
 Fax: 613-991-0961

- (b) the Province:

Department of Justice
of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7

- (c) Federation of Saskatchewan Indian Nations
3304 Dewdney Avenue,
Regina, Saskatchewan
S4T 7V1

SECTION 18: DISPUTES

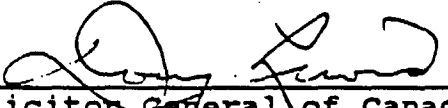
18.1 Any new issue, matter of general concern or dispute arising under this Agreement, except for Schedules "A" and "B", shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Chief of the Federation of Saskatchewan Indian Nations in such manner as they shall see fit.

18.2 Any new issue, matter of general concern or dispute arising from Schedule "A" of this agreement shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however they shall endeavour to resolve such issues prior to June 30 of the fiscal year.

18.3 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the Community Tripartite Agreements in a manner as they shall see fit.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN



Minister of Justice

FEDERATION OF SASKATCHEWAN INDIAN NATIONS



Chief

SCHEDULE A

**BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY
POLICING SERVICE IN THE PROVINCE TO PARTICIPATING FIRST NATIONS
COMMUNITIES**

<u>DETACHMENT</u> <u>FIRST NATIONS COMMUNITY</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
Cutknife Little Pine/Lucky Man FNPU * Poundmaker	2	\$141,054
Loon Lake Makwa Lake	1	\$ 82,076
Meadow Lake Meadow Lake Waterhen	1	\$ 71,830
North Battleford Grizzly Bears Head/Lean Man Moosomin Mosquito Red Pheasant Saulteaux Sweetgrass	2	\$156,405
Onion Lake Makoo Seekaskootch	1	\$ 48,254
Pierceland Big Head Ministiwan	1	\$ 75,866
Spiritwood Chitek Witchehan	1	\$ 86,588
Turtleford Thunderchild FNPU *	2	\$158,866

.../2

<u>DETACHMENT</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
<u>FIRST NATIONS COMMUNITY</u>		
Beauval	1	\$ 86,367
Canoe Lake		
La Plonge		
Wapouchewunak		
Eagles Lake		
Big River	1	\$ 80,708
Big River		
Buffalo Narrows	2	\$207,682
Dillon FNPU *		
Carrot River	2	\$166,352
Red Earth FNPU *		
La Loche	1	\$ 88,836
La Loche		
La Ronge	2	\$217,211
Stanley Mission FNPU *		
Melfort	1	\$ 79,267
James Smith		
Cumberland		
Pelican Narrows	1	\$ 71,153
Pelican Narrows		
Prince Albert	1	\$ 67,433
Little Red River		
Montreal Lake		
Muskoday		
Sturgeon Lake		
Wahoeton		
Sandy Bay		

<u>DETACHMENT</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
<u>FIRST NATIONS COMMUNITY</u>		
Shellbrook	2	\$168,639
Sandy Lake (Ahtahkakoop) FNPU *		
Mistawassiss		
Southend	1	\$ 87,265
Southend		
Waskasiu	1	\$ 88,192
Montreal Lake		
Balcarres	1	\$ 67,435
Little Black Bear		
Okanese		
Peepeekisis		
Star Blanket		
Broadview	1	\$ 75,042
Cowesses		
Kahkewistehaw		
Sakimay		
Carlyle	1	\$ 74,267
White Bear		
Fort Qu'Appelle	1	\$ 79,368
Standing Buffalo		
Pasqua		
Wa-pii-moos-Tousis		
Muscowpetung		
Blaine Lake	1	\$ 74,334
Muskeg Lake		
Rosthern	1	\$ 71,458
Beardy's/Okemassis		
One Arrow		

<u>DETACHMENT</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
<u>FIRST NATIONS COMMUNITY</u>		
Kamsack	1	\$ 81,733
Cote		
Kesseekeoose		
Punnichy	1	\$ 80,342
Daystar		
Gordon		
Muskowekan		
Poorman		
Rose Valley	1	\$ 84,675
Nut Lake		
Wadena	1	\$ 72,819
Fishing Lake		
Fond du Lac	1	\$130,530
Fond du Lac		
"F" Div. H.Q. First Nations Co-ord	<u>1</u>	<u>\$ 76,134</u>
BUDGET PROJECTION	39	\$3,198,181

* FNPU - First Nation Policing Unit

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

SECTION 2

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

LITTLE PINE AND POUNDMAKER FIRST NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE _____ DAY OF _____, 1994
BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE LITTLE PINE AND POUNDMAKER FIRST NATIONS AS REPRESENTED BY
THEIR CHIEF AND COUNCILS
(hereinafter referred to as the "Little Pine and Poundmaker
First Nations")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within Little Pine and Poundmaker First Nations Territories consistent with the needs of the Little Pine and Poundmaker First Nations, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize that First Nations have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of federal and provincial statutes and certain Band by-laws specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have or may accrue to any of the Parties;

WHEREAS it is understood that the goal of Little Pine and Poundmaker First Nations is to establish an independent stand alone Police Service for Little Pine and Poundmaker First Nations and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to an independent stand alone Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Little Pine and Poundmaker First Nations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

- 1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"By-Law" means the by-laws enacted by the Band Councils of Little Pine and Poundmaker First Nations pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Band Councils" means the councils of the Little Pine and the Poundmaker First Nations;

"Commander of the Cutknife Detachment" means the RCMP employee in charge of the Cutknife Detachment who manages the physical, financial and human resources of the Detachment;

"Commander of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit" mean the RCMP employee in charge of the Little Pine-Poundmaker First Nations Community Policing Unit who reports to the Commander of the Cutknife Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the "F" Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Cutknife Detachment" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Little Pine and the Poundmaker First Nations and that has prescribed territorial boundaries and includes satellite and First Nation Community Policing Unit offices;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"fiscal year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Little Pine First Nation" means the Little Pine Band number 340 which has been established pursuant to the Indian Act;

"Little Pine First Nation Territory" means the Little Pine Reserve number 116 which is a "reserve" as defined in subsection 2(1) of the Indian Act;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulation made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, The Province and the Little Pine and Poundmaker First Nations;

"Police Management Board" means the group established under section 8 of this Agreement;

"Poundmaker First Nation" means the Poundmaker Band number 345 which has been established pursuant to the Indian Act;

"Poundmaker First Nation Territory" means the Poundmaker Reserve number 114 which a "reserve" as defined in subsection 2(1) of the Indian Act;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"RCMP First Nations Community Policing Service" means the service under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to First Nation communities pursuant to this Agreement.

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

SECTION 2: APPLICATION

- 2.1 This Agreement applies to the provision of policing services for Little Pine and Poundmaker First Nations and the establishment of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.
- 2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to section 14 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP:
- (a) 52% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Little Pine and the Poundmaker First Nations and the provision of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit in accordance with the terms and conditions set out in the Framework Agreement.
 - (b) in addition to the Actual costs referred to in subsection 4.1(a) and pursuant to subsection 8.1(b)(xii) of the Framework Agreement, an amount not to exceed \$2,964 towards the rental of a third separate living quarters for the use of a Member of the RCMP First Nations Policing Service deployed to the Little Pine and the Poundmaker First Nations. This amount represents 52% of the total estimated cost of renting the separate living quarters from the Little Pine and Poundmaker Band Councils calculated after the rent to be paid by a Member of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit has been decreased from the total cost. Payments will be made in accordance with section 6 of the Framework Agreement.
- 4.2 In addition to the Actual Costs set out in subsection 4.1(a) and the rental costs set out in subsection 4.1(b) and subject to appropriation by Parliament, Canada agrees to provide to the Police Management Board described in section 7 of this Agreement:
- (a) on April 1 of each fiscal year, an amount not to exceed \$2,600 for the costs of the Police Management Board described in section 7. This amount represents 52% of the estimated annual costs of the Police

Management Board and includes the honorarium and travel costs of its members; and

- (b) on April 1 of each fiscal year, an amount not to exceed \$7,800 in each fiscal year for the costs of the Community Support Services described in section 8. This amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1000 per month for the salaries or honorarium of its members and \$3000 per year in travel costs.
- 4.3 Canada also agrees to contribute 52% towards the cost of the relocation of the police facilities and separate living quarters as described in section 11.2 up to a maximum of \$15,600 within sixty (60) days of its receipt of the invoice from the Little Pine and the Poundmaker First Nations. In no event shall Canada be required to pay more than \$15,600 towards the cost of relocating the said buildings.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP:
- (a) 48% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Little Pine and the Poundmaker First Nations and the provision of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit in accordance with the terms and conditions set out in the Framework Agreement; and
 - (b) in addition to the Actual costs referred to in subsection 5.1(a) and pursuant to subsection 8.1(b) (xii) of the Framework Agreement, an amount not to exceed \$2,736 towards the rental of a third separate living quarters for the use of a Member of the RCMP First Nations Policing Service deployed to the Little Pine and the Poundmaker First Nations. This amount represents 48% of the total estimated cost of renting the separate living quarters from the Little Pine and Poundmaker Band Councils calculated after the rent to be paid by a Member of the Little Pine-Poundmaker RCMP First Nations Community Policing Unit has been deducted from the total cost. Payments will be made in accordance with section 6 of the Framework Agreement.

- 5.2 In addition to the Actual Costs set out in subsection 5.1(a) and the rental costs set out in subsection 5.1(b) and subject to appropriation by Legislature, the Province agrees to provide to the Police Management Board described in section 7 of this Agreement:
- (a) on a quarterly basis commencing on April 1 of each fiscal year, an amount not to exceed \$2,400 for the costs of the Police Management Board described in section 7. This amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members; and
 - (b) on a quarterly basis commencing on April 1 of each fiscal year, an amount not to exceed \$7,200 in each fiscal year for the costs of the Community Support Services described in section 8. This amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1000 per month for the salaries or honorarium of its members and \$3000 per year in travel costs.
- 5.3 The Province also agrees to contribute 48% towards the cost of the relocation of the police facilities and separate living quarters as described in section 11.2 up to a maximum of \$14,400 within sixty (60) days of its receipt of the invoice from the Little Pine and the Poundmaker First Nations. In no event shall the Province be required to pay more than \$14,400 towards the cost of relocating the said buildings.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BAND COUNCILS

- 6.1 The Band Councils of Little Pine and Poundmaker First Nations or their designated representatives shall, pursuant to the provisions of this Agreement:
- (a) establish a Police Management Board within sixty (60) days of the signing of this Agreement; and
 - (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement.
- 6.2 The Band Councils of Little Pine and Poundmaker First Nations or their designated representatives may, when facilities are available, provide a community police work station or a complete police building and facility as agreed upon by the Parties.

- 6.3 The Band Councils will assume joint responsibility for the construction of a separate living quarters at a fair market value of not less than \$70,000 and not more than \$80,000 for the exclusive use of a Member deployed to the Little Pine-Poundmaker RCMP First Nations Community Policing Unit during the term of this Agreement.

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by Little Pine and Poundmaker First Nations should be representative of the communities and may include participants who are elders, women, and youth.
- 7.2 Consistent with this Agreement, the role and responsibility of the Police Management Board will be to:
- (a) identify policing issues and concerns of the communities to a representative of the RCMP Little Pine - Poundmaker First Nations Community Policing Unit;
 - (b) work with the Little Pine - Poundmaker RCMP First Nations Community Policing Unit in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and
 - (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Little Pine - Poundmaker RCMP First Nations Community Policing Unit.
- 7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.
- 7.4 The Police Management Board for Little Pine and Poundmaker First Nations shall consist of no less than five members.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The community support services for the RCMP First Nation Community Policing Service will be provided by one or more Elders from Little Pine and Poundmaker First Nations.
- 8.2 Little Pine and Poundmaker First Nations agree to supply to the RCMP a list of candidates who may be suitable for that function.
- 8.3 The individuals, who must be suitable to the RCMP, will be selected in consultations between the Commander of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit and the Police Management Board.
- 8.4 The Elder(s) will act as a liason between the community and the Little Pine - Poundmaker RCMP First Nations Community Policing Unit and in so doing, enhance the role of the police in the community. In particular, the Elder(s) will:
 - (a) provide Members of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit with spiritual and cultural advice on sensitive issues within the community;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and
 - (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.
- 8.5 The individuals selected will work directly with the Little Pine - Poundmaker RCMP First Nations Community Policing Unit for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

- 9.1 The RCMP will:

- (a) assign three Members of the RCMP First Nations Community Policing Service to provide policing services to, or to assist in, the provision of policing services to Little Pine and Poundmaker First Nations pursuant to this Agreement as soon as practicable within 3 months from the signing of this Agreement;

- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to Little Pine and Poundmaker First Nations are culturally compatible with those communities;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the "F" Division or his designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of Little Pine and Poundmaker First Nations and at least 80% of this time shall be spent within the boundaries of the communities;
- (e) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Little Pine and Poundmaker First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Cutknife Detachment;
- (f) ensure that regular status reports detailing the policing services provided for Little Pine and Poundmaker First Nations are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and
- (h) enforce the by-laws made by Little Pine and Poundmaker First Nations pursuant to the following sections of the Indian Act (R.S.C, 1985, c..I-5):
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

- (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve,

(or for such other purposes that may be negotiated pursuant to this Agreement.)

- 9.2 The RCMP will ensure that Members providing service for Little Pine and Poundmaker First Nations receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Little Pine - Poundmaker First Nations.
- 9.3 The RCMP will enter into a rental agreement, as lessee, with the Band Councils of the Little Pine and the Poundmaker First Nations for the living quarters referred to in section 7.3.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with Little Pine and Poundmaker First Nations to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.
- 10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:
 - (a) treat all people equally and with respect;
 - (b) uphold the Canadian Charter of Rights and Freedoms;
 - (c) serve and protect the communities;
 - (d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;

- (e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce federal and provincial laws and such by-laws referred to in Section 10.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and
- (i) live in the communities, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the communities.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the parties that:

- (a) the Members assigned to Little Pine and Poundmaker First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of the Cutknife Detachment will ensure that the policing needs of the communities are met;
- (b) the Commander of the Cutknife Detachment has the authority and responsibility for the personnel who provide the policing services for Little Pine and Poundmaker First Nations; and
- (c) concerns regarding the day to day policing of the communities should be brought to the attention of the Commander of the Little Pine - Poundmaker RCMP First Nations Community Policing Unit or of the Cutknife Detachment as may be appropriate under the circumstances.

- 11.2 The Band Councils of the Little Pine and the Poundmaker First Nations, with the written agreement of the Commanding Officer, "F" Division, will arrange for the relocation of the existing police office and two separate living quarters from the Little Pine First Nation Territory to a new location which is central to the Little Pine First Nation Territory and the Poundmaker First Nation Territory.
- 11.3 The Parties agree that the Little Pine and Poundmaker Band Councils shall be responsible for any costs for the relocation of the police facility and two separate living quarters in excess of \$30,000.

SECTION 12: INDEMNIFICATION

- 12.1 The Band Council of the Little Pine and Poundmaker First Nations shall be indemnify and save harmless Canada and Saskatchewan and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the community support services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 12.2 Neither Canada nor Saskatchewan shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the community support services and their respective members, employees, officers or agents in the performance of this Agreement.
- 12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss or use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 13: AMENDMENT

- 13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

- 14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) First Nation Communities:

The Chief
Little Pine First Nation
P.O. Box 70
Paynton, Saskatchewan
SOM 2J0

The Chief
Poundmaker First
Nation
P.O. Box 220
Paynton, Saskatchewan
SOM 2J0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and Little Pine and Poundmaker First Nations in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Michel D. G.
Solicitor General of Canada

[Signature]
Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

[Signature]
Minister of Justice

[Signature]
Witness

LITTLE PINE FIRST NATION AS REPRESENTED BY IT'S CHIEF

[Signature]

[Signature]
Witness

POUNDMAKER FIRST NATION AS REPRESENTED BY IT'S CHIEF

[Signature]

[Signature]
Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER

[Signature]
Commissioner

[Signature]
Witness

SECTION 3

2

**A MEMORANDUM OF AGREEMENT PROVIDING
A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS {
FOR THE ROYAL CANADIAN MOUNTED POLICE
FIRST NATIONS COMMUNITY POLICING SERVICE
IN THE PROVINCE OF PRINCE EDWARD ISLAND**

APRIL 1992

THIS AGREEMENT MADE THE 29th DAY OF June, 1993

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY
THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
PRINCE EDWARD ISLAND AS REPRESENTED BY THE MINISTER OF JUSTICE OF
PRINCE EDWARD ISLAND
(hereinafter referred to as the "Province")

of the second part

WHEREAS Canada, the Province of Prince Edward Island:

- 1) recognize the need to contribute to the improvement of the administration of justice, the maintenance of social order, public security and personal safety in First Nations communities;
- 2) recognize the need to provide First Nations communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;
- 3) recognize the importance of providing policing services for First Nations communities in the Province through the RCMP First Nations Community Policing Service;
- 4) recognize that First Nations communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;
- 5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the people of Prince Edward Island's First Nations, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to Prince Edward Island First Nations;

- 6) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations communities in the Province through the Royal Canadian Mounted Police First Nations Community Policing Service;
- 7) recognize that the policing services provided for First Nations communities include the enforcement of federal, and provincial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;
- 8) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have or may accrue to any of the parties;
- 9) recognize that nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

WHEREAS Section 15 of the Police Act, 1990 (Prince Edward Island) provides that the Minister may, with approval of the Lieutenant Governor in Council, enter into an agreement with the Government of Canada to employ the RCMP to aid in the administration of justice and the enforcement of the laws in force in Prince Edward Island;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

WHEREAS by Order in Council EC 105/93 dated March 18, 1993 the Lieutenant Governor in Council authorized the Minister to enter into this Agreement on behalf of Prince Edward Island;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

- 1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"actual costs" means those direct and indirect costs, as described in section 8 of this agreement, incurred by the RCMP in providing policing services to First Nations communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

"band council" means the "council of the band" as defined in section 2 of the Indian Act and, for the purposes of this Agreement, includes local governing bodies of certain Indian communities on Crown land;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Community Tripartite Agreement" means an agreement annexed in Schedule "B" entered into between Canada, the Province, and a First Nation community for the provision of the RCMP First Nations Community Policing Service;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the province;

"External Review Committee" means the Committee as defined in the Royal Canadian Mounted Police Act;

"First Nations community" means a "band" as defined in section 2 of the Indian Act and for the purposes of this agreement includes certain Indian communities on Crown land;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"First Nations Territory" means a "reserve" as defined in section 2 of the Indian Act, and for the purposes of this agreement includes certain Indian communities on Crown land;

"fiscal year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"**member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Minister**" means the Minister of the Province of Prince Edward Island responsible for policing services in the Province;

"**Province**" means the Province of Prince Edward Island;

"**Provincial Police Service Agreement**" means the agreement entered into between the Government of Canada and the Government of the Province of Prince Edward Island on April 1, 1992 for the provision and maintenance of a Provincial Police Service within Prince Edward Island;

"**Public Complaints Commission**" means the Commission as defined in the Royal Canadian Mounted Police Act;

"**RCMP**" means the Royal Canadian Mounted Police;

"**RCMP First Nations Community Policing Service**" means the service (formerly known as the Indian Special Constable Program or the RCMP Option 3(b) Program) under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to First Nations communities pursuant to this Agreement or a Community Tripartite Agreement annexed in Schedule "B";

"**Solicitor General**" means the Solicitor General of Canada.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services to First Nations communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements made in accordance with the First Nations Policing Policy.

SECTION 3: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

- (a) Schedule "A" - Fiscal year budget projection for the RCMP First Nations Community Policing Service in the Province to participating First Nations communities; and
- (b) Schedule "B" - Community Tripartite Agreements.

SECTION 4: TERM OF AGREEMENT

4.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1992 and continues in force until March 31, 1997, unless it is terminated pursuant to this Agreement.

SECTION 5: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.

5.2 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the First Nation community in consultation with the Commissioner.

5.3 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.

5.4 The level of policing service as agreed upon between the parties under section 5.2 shall not be less than the minimum standard as determined under section 5.3.

SECTION 6: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Subject to appropriation by Parliament and subject to any other terms of this Agreement, Canada agrees during the term of this Agreement to provide 52% of the actual costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

6.2 On presentation of invoices by the RCMP, on June 30, September 30, December 31 and March 31 of each fiscal year, Canada agrees to:

- (a) reimburse the RCMP 52% of the actual costs of the RCMP First Nations Community Policing Service in interim payments on June 30, September 30, December 31 and March 31 of each fiscal year, which payments shall be due 60 days from date of invoice from the RCMP;
- (b) make all payments by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

6.3 Any deficiency or overpayment of 52% of the actual costs of the RCMP First Nations Community Policing Service by Canada for the fiscal year shall be credited or debited, as the case may be, in conjunction with the June 30 interim payment of the succeeding fiscal year.

6.4 Where a Community Tripartite Agreement comes into force during the term of this Agreement, the Community Tripartite Agreement will, for the purposes of the calculation of Canada's contribution to the actual costs under section 6.1, be deemed to begin on the first day of the fiscal year in which the Community Tripartite Agreement comes into force.

6.5 Where the Community Tripartite Agreement is deemed under subsection 6.4 to begin on April 1 of the fiscal year to which it applies, all interim payments from Canada to the RCMP subsequent to the date on which the Community Tripartite Agreement actually comes into force will be recalculated and adjusted to reflect the cost shared arrangements pursuant to this Agreement, and all interim payments already made prior to the date on which the Community Tripartite Agreement actually enters into force will be recalculated and adjusted at the time the March 31 interim payment is made by Canada under section 6.2(a).

6.6 Canada will, in the provision of the administrative support for the RCMP First Nations Community Policing Service:

- (a) coordinate the financial and administrative arrangements as set out in this Agreement; and
- (b) in consultation with the Commissioner, participate in any negotiations involving the Province and First Nations communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations communities through the RCMP First Nations Community Policing Service.

SECTION 7: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 Subject to appropriation by the Legislature and subject to any other terms of this Agreement, the Province agrees during the term of this Agreement to provide 48% of the actual costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".

7.2 On presentation of invoices by the RCMP for the quarterly periods ending on June 30, September 30, December 31 and March 31 of each fiscal year, the Province agrees to:

- (a) reimburse the RCMP 48% of the actual costs of the RCMP First Nations Community Policing Service in interim payments such payments shall be due 60 days from the date of the invoice from the RCMP;
- (b) make all payments by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.

7.3 Any deficiency or overpayment of 48% of the actual costs of the RCMP First Nations Community Policing Service by the Province for the fiscal year shall be credited or debited, as the case may be, in conjunction with the June 30 interim payment of the succeeding fiscal year.

7.4 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the Province's share of the actual costs under section 7.1, be deemed to begin on the first day of the fiscal year in which the Community Tripartite Agreement comes into force.

7.5 Where the Community Tripartite Agreement is deemed under subsection 7.4 to begin on April 1 of the fiscal year to which it applies, all interim payments from the Province to the RCMP subsequent to the date on which the Community Tripartite Agreement actually comes into force will be recalculated and adjusted to reflect the cost shared arrangements pursuant to this Agreement, and all interim payments already made prior to the date on which the Community Tripartite Agreement actually enters into force will be recalculated and adjusted at the time the March 31 interim payment is made by the Province under section 7.2(a).

7.6 The Province will:

- (a) in consultation with Canada take such steps as may reasonably be necessary to inform First Nations communities of the availability of the RCMP First Nations Community Policing Service; and
- (b) participate in any negotiations involving Canada and First Nations communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations communities through the RCMP First Nations Community Policing Service.

SECTION 8: BASIS OF PAYMENT

8.1 Actual costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

- a) the direct cost of the RCMP First Nations Community Policing Service in the Province including:
 - i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repair, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and
 - ii) all costs of equipment purchased;
- b) the indirect cost of the RCMP First Nations Community Policing Services, including:
 - i) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost to Canada of Pension contributions calculated as 13.3 per cent of pensionable salaries in respect of members employed in the RCMP First Nations Community Policing Service; thereafter the cost of all Pension contributions with respect to members of the RCMP First Nations Community Policing Service shall be such cost as determined pursuant to the Provincial Police Service Agreement;
 - ii) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of the employer's contributions for unemployment insurance in respect of members employed in the RCMP First Nations Community Policing Service;
 - iii) for the Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years, the full cost to Canada of such employer's contributions for unemployment insurance in respect of members employed in the RCMP First Nations Community Policing Service;
 - iv) the cost of divisional headquarters administration support for the RCMP First Nations Community Policing Service, calculated by dividing the total cost of such administration including pension contributions by the average number of all the members in the Division for the fiscal year (excluding members who are assigned to divisional administration) and multiplying the result by the average number of members employed in the RCMP First Nations Community Policing Service in the Province for the fiscal year;

- v) for the Fiscal Years beginning April 1, 1992 and April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension contributions and excluding recruit salaries and accommodation) by the total number of members employed in the RCMP as of April 1 in each of those Fiscal Years and multiplying by the number of members in the RCMP First Nations Community Police Service in the Province on April 1, 1992 and April 1, 1993 respectively;
- vi) for the Fiscal Years beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying \$3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Province for the Fiscal Year;
- vii) the cost of the Police Information Retrieval System, calculated by multiplying the number of members employed in the RCMP First Nations Community Policing Service in the Province who have direct access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;
- viii) for the Fiscal Year beginning April 1, 1992, 50 per cent of the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of RCMP members employed in Canada for the Fiscal Year and multiplying the result by the average number of members employed in the RCMP First Nations Community Policing Service in the Province for the Fiscal Year and thereafter 100% of those costs;
- ix) the cost of the RCMP Aboriginal Policing Program Officers in the Province, including salaries, pension contributions and operation and maintenance costs;
- x) the cost of support staff for the RCMP First Nations Community Policing Service in the Province including salaries, wages, pension contributions, and operation and maintenance costs;
- xi) the cost of accommodation for use by the RCMP First Nations Community Policing Service in the Province for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year beginning April 1, 1992 by the rate of \$7.50 per square foot (\$80.73 per square meter); the rate for the

Fiscal Year beginning April 1, 1993 and for subsequent Fiscal Years shall be \$10.00 per square foot (\$107.64 per square meter); such space shall not include the following:

- i) separate living quarters;
 - ii) any building or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and
 - iii) those parts of divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service Members determined on a proportional basis relative to the total occupancy of the buildings.
- xii) the cost of accommodation for use by the RCMP First Nations Community Policing Service in the Province not provided for under sections 8.1(a)(i) or 8.1(b)(xi), but otherwise provided for under specific terms and conditions of a Community Tripartite Agreement.

8.2 The accommodation referred to in subsection 8.1(b)(xii) shall be to the satisfaction of the Commissioner.

8.3 For the purposes of determining actual costs pursuant to this section, any member of the RCMP First Nations Community Policing Service who is on:

- a) sick leave or suspended for more than 30 consecutive days,
- b) parental leave,
- c) a training course not related to the RCMP First Nations Community Policing Service, or
- d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

8.4 There shall be deducted from the actual costs payable by the Province in respect to the RCMP First Nations Community Policing Service:

- a) any refunds or reimbursements subsequently obtained by the RCMP with respect to any expenses that were paid by the Province as a direct cost;

- b) the revenue received from leased accommodations and quarters deductions from members employed in the RCMP First Nations Community Policing Service; and
- c) 48% of any amount received by RCMP from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than \$100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

8.5 The cost of the RCMP First Nations Community Policing Service in the Province shall not include the cost of inter-divisional transfers of personnel.

8.6 Except where the following services are paid by Health and Welfare Canada, the Province shall pay 100% of the expenses incurred by the RCMP First Nations Community Policing Service in relation to:

- (a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP, except where such costs have been incurred in the obtaining of evidence; and
- (b) conveyance by a third party that is obtained by a member of the RCMP First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

8.7 The Province shall pay 100% of the expenses incurred by the RCMP First Nations Community Policing Service in relation to witness fees, transportation, maintenance and escort costs for persons (except for members of the RCMP) required as witnesses in criminal and civil proceedings and proceedings under provincial laws.

8.8 The Provincial Policing Agreement shall be credited with the amount paid by the Province for accommodation supplied by Canada under this Agreement.

SECTION 9: EQUIPMENT AND ASSETS

9.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

9.2 In the event of the expiry or termination of this Agreement;

- (a) the ownership of any item of equipment that was purchased by Canada for the

RCMP First Nations Community Policing Service shall, at the option of the Province:

- (i) be transferred to the Province, upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for an item of equipment; or
 - (ii) remain vested in Canada; in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment.
- (b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio as set out in section 7.1 of this Agreement;
- (c) where any item of equipment that:
- (i) cost \$100,00.00 or more;
 - (ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service; and
 - (iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service;

Canada shall credit the Province with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Province in respect of that item.

9.3 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Province, be acquired by the Province upon payment by the Province of the fair market value, as determined by an independent appraisal obtained by Canada.

SECTION 10: FINANCIAL PLANNING

10.1 The Commanding Officer shall consult with the Minister on or before September 1 of

each year to establish:

- i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service;
- ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province;

10.2 The Commanding Officer shall communicate the results of the consultation with the Minister to the Commissioner, who shall complete a budget projection for the next fiscal year, including:

- i) all direct and indirect costs for the RCMP First Nations Community Policing Service;
- ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and
- iii) a best estimate that reflects the most probable adjustments to salaries.

10.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with section 10.2 for the next fiscal year covered by this Agreement.

10.4 Where the Solicitor General agrees with the budget projection provided in section 10.3, the budget projection shall be submitted to the Minister prior to April 1 of the fiscal year for which the budget projection pertains.

10.5 Where the Minister agrees with the budget projection provided by the Solicitor General in 10.4, Schedule "A" shall be amended pursuant to section 12 to reflect the costs agreed upon for that fiscal year.

10.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

10.7 Where the Solicitor General agrees with the amended budget projection provided in section 10.6, the amended budget projection shall be submitted to the Minister without delay.

10.8 Where the Minister agrees with the amended budget projection provided in 10.7, Schedule "A" shall be amended pursuant to section 12 for that fiscal year.

SECTION 11: ROLES AND RESPONSIBILITIES OF THE RCMP

11.1 The Commissioner will:

- (a) recruit, train, assign and supervise First Nations members to provide policing services to First Nations communities as set out in Schedule "A";
- (b) ensure that First Nation members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations communities with at least 80% of this time to be spent within the boundaries of those communities;
- (c) provide to the Band Council of each First Nation community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided to the community;
- (d) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service prior to July 31 of each fiscal year, which will include a detailed accounting of all expenditures for the RCMP First Nations Community Policing Service for the previous fiscal year and such information as the Solicitor General directs; and
- (e) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended at any time by the written agreement of Canada and the Province.

SECTION 13: EXTENSION

13.1 Upon the written agreement of Canada and the Province the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated on March 31 of any year by either party to this

Agreement giving the other parties to this Agreement notice in writing of such termination twelve (12) months prior to the date of the intended termination.

14.2 In the event that this Agreement is terminated, a final adjusting payment will be made by the Province to the RCMP, if necessary, or by the Canada to the RCMP, if necessary, at the end of the last fiscal year in which the policing services under the RCMP First Nations Community Policing Service were delivered.

14.3 The final adjusting payment referred to in Section 14.2 will ensure that Canada's share represents 52% and the Provinces's share 48% of the actual costs of the RCMP First Nations Community Policing Service.

SECTION 15: RECOGNITION OF CONTRIBUTION

15.1 The Province will ensure that Canada's contribution to the provision of policing services to First Nations communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

15.2 Canada will ensure that the Province's contribution to the provision of policing services to First Nations communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meeting.

SECTION 16: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

16.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

SECTION 17: NOTICES

17.1 Any notice or other document required or permitted to be given by one party to the other party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice and Attorney General
P.O. Box 2000
Charlottetown, Prince Edward Island
C1A 7N8

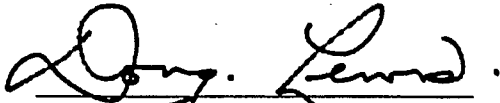
SECTION 18: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however they shall endeavour to resolve such issues prior to June 30 of the fiscal year.

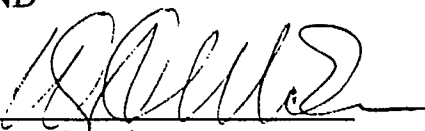
18.2 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the Community Tripartite Agreements in a manner as they shall see fit.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA


Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF PRINCE EDWARD
ISLAND


Minister of Justice

SCHEDULE A

**BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY
POLICING SERVICE IN THE PROVINCE TO PARTICIPATING FIRST NATIONS
COMMUNITIES**

1992 - 1993

<u>DETACHMENT</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
<u>FIRST NATIONS COMMUNITY</u>		
Summerside	1	<u>\$93,093</u>
Lennox Island		
BUDGET PROJECTION	1	\$93,093

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

SECTION 4

**A MEMORANDUM OF AGREEMENT PROVIDING
A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS
FOR THE ROYAL CANADIAN MOUNTED POLICE
FIRST NATIONS COMMUNITY POLICING SERVICE
IN THE PROVINCE OF BRITISH COLUMBIA**

APRIL 1, 1993

PROVINCE OF BRITISH COLUMBIA
RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of April 1, 1993

BETWEEN:

THE GOVERNMENT OF CANADA (herein called "Canada"),

AND

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA (herein called the "Province").

WHEREAS Canada and the Province of British Columbia:

- 1) recognize the need to contribute to the improvement of the maintenance of social order, public security and personal safety in First Nations Communities;
- 2) recognize the need to provide First Nations Communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;
- 3) recognize the importance of providing policing services for First Nations Communities in the Province through the RCMP First Nations Community Policing Service;
- 4) recognize that First Nations Communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;
- 5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the people of British Columbia's First Nations, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to British Columbia First Nations;
- 6) recognize the principle that First Nations Communities, in keeping with their increased role in determining policing arrangements, should contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing First Nations policing services. Contributions under this provision would accrue equally to reduction of federal and provincial cost shares;
- 7) recognize the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;

- 8) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations Communities in the Province through the RCMP First Nations Community Policing Service;
- 9) recognize that the policing services provided for First Nations Communities include the enforcement of federal and provincial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;
- 10) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have or may accrue to Canada, the Province or any First Nations Community;
- 11) recognize that nothing in this Agreement prejudices or limits the ability of the parties to negotiate, at any time, different terms for providing policing services to First Nations under any other agreement; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act (Canada) provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;

WHEREAS Section 14 of the Police Act (British Columbia) provides that the Attorney General of British Columbia may, with the approval of the Lieutenant Governor in Council, enter into, execute and carry out an agreement with Canada authorizing the Royal Canadian Mounted Police to carry out the powers and duties of the provincial police force;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

1.1 In this agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

- a) "Actual Costs" means those direct and indirect costs, as described in Article 10 of this agreement, incurred by the RCMP in providing policing services to First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;
- b) "Attorney General" means the chief law officer of the Province;
- c) "Band Council" means the "council of the band" as defined in section 2 of the Indian Act (Canada) and, for the purposes of this Agreement, includes local governing bodies of certain Indian communities on Crown land;
- d) "Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;
- e) "Commissioner" means the Commissioner of the RCMP;
- f) "Community Tripartite Agreement" means an agreement annexed in Schedule "B" entered into between Canada, the Province, and a First Nations Community for the provision of the RCMP First Nations Community Policing Service;
- g) "Detachment" means an organizational component of the division that has prescribed territorial boundaries and includes satellite and community service offices;
- h) "Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;
- i) "External Review Committee" means the Committee as defined in the Royal Canadian Mounted Police Act (Canada);
- j) "First Nation Community" means a "band" as defined in section 2 of the Indian Act and for the purposes of this Agreement includes certain Indian Communities on Crown land;

- k) **"First Nation Territory"** means a "reserve" as defined in section 2 of the Indian Act, and for the purposes of this agreement includes certain Indian communities on Crown land;
- l) **"Fiscal Year"** means the period beginning on April 1 in any year and ending on March 31 in the next year;
- m) **"Member"** means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;
- n) **"Minister"** means the Minister of the Province of British Columbia responsible for policing services in the Province;
- o) **"Municipal Police Service"** means the aggregate of resources and Members employed by Canada to provide policing services in any Municipality under an agreement with the Province, but does not include those resources and Members employed primarily in:
 - i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;
 - ii) national security investigation services;
 - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - iv) services provided to or on behalf of federal government departments;
 - v) the Provincial Police Service provided under a separate agreement; and
 - vi) the RCMP First Nations Community Policing Service provided under this Agreement.
- p) **"Municipal Policing Agreement"** mean an Agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Municipal Police Services.
- q) **"Municipality"** means any city, town, village, hamlet or other organized area that is designated as such by any law of the Province;

- r) **"Pension Contribution"** means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the Royal Canadian Mounted Police Superannuation Act (Canada), the Supplementary Retirement Benefits Act (Canada), the Public Service Superannuation Act (Canada) and the Canada Pension Plan (Canada);
- s) **"Program Administrators"** means the RCMP First Nations Community Policing Service Members and Support Staff assigned to the administration of RCMP First Nations Community Policing Service at the headquarters of the Division;
- t) **"Province"** means the Province of British Columbia;
- u) **"Provincial Police Service Agreement"** means the agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Provincial Police Services;
- v) **"Provincial Police Service"** means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Province, but does not include those resources, Members and Support Staff employed primarily in:
 - i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;
 - ii) national security investigation services;
 - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - iv) services provided to or on behalf of federal government departments;
 - v) a Municipal Police Service provided under a separate agreement; and
 - vi) the RCMP First Nations Community Policing Service provided under this Agreement.
- w) **"Public Complaints Commission"** means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);
- x) **"RCMP"** means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;

- y) **"RCMP First Nations Community Policing Service"** means the aggregate of the resources, Members and Support Staff employed by Canada to provide policing services in the First Nations Community but does not include those resources, Members and Support Staff employed primarily in:
 - (i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;
 - (ii) national security investigation services;
 - (iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - (iv) services provided to or on behalf of federal government departments; and
 - (v) the Provincial Police Service or a Municipal Police Service;
- z) **"Salary"** includes Pension Contributions and employer's unemployment insurance contributions;
- aa) **"Solicitor General"** means the Solicitor General of Canada.
- bb) **"Support Staff"** means all those persons who are employed by Canada in the Province as public service and casual employees in support of the RCMP First Nations Community Policing Service and who are not Members;

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

ARTICLE 2.0: APPLICATION

- 2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements.
- 2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a RCMP First Nations Community Policing Service within the Province during the term of this Agreement.
- 2.3 Canada is hereby authorized by the Province to carry out the powers and duties of the provincial police force for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

- 3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:
- (a) Schedule "A" - The Fiscal Year budget projection, including the detachment and First Nation Communities served by the RCMP First Nations Community Policing Service, the number of members and support staff as adjusted from time to time in accordance with Article 17.
 - (b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Province and First Nations Communities and which will be substantially in accordance with the sample Agreement attached hereto at Schedule B.
- 3.2 As and when Community Tripartite Agreements are entered into, original signed copies of those Community Tripartite Agreements shall be attached hereto and shall, from the date of the Community Tripartite Agreement be constituted as part of Schedule "B".

ARTICLE 4.0: SUBJECT MATTER

- 4.1 Those Members who form part of the RCMP First Nations Community Policing Service shall:
- a) perform the duties of peace officers; and
 - b) render such services as are necessary to:
 - i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and
 - ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the Province, be executed and performed by peace officers.
- 4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province.

ARTICLE 5.0: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.
- 5.2 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.
- 5.3 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the Band Council of a First Nation Community in consultation with the Commissioner but shall not be inconsistent with the level of policing service as determined by the Minister for the Provincial Police Service.
- 5.4 The level of policing service as agreed upon between the parties under subarticle 5.3 and shall not be less than the minimum standard as determined under subarticle 5.2.
- 5.5 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

- 6.1 Canada shall:
 - a) subject to appropriation by Parliament and subject to any other terms of this Agreement, provide in respect to each Fiscal Year 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".
 - b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;
 - c) participate in any negotiations involving the Province and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service;

- d) increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year from the agreement of the parties to a Community Tripartite Agreement;
- e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year:
 - (i) of receipt of a notification to terminate a Community Tripartite Agreement, or
 - (ii) from the execution of an agreement of the parties to a Community Tripartite Agreement to reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service; and
- f) ensure that the Province's contribution to the provision of the policing services for First Nations Communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meeting.

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 The Province shall:

- a) subject to an appropriation being available for the payment in the Fiscal Year when the payment falls due, in accordance with Section 25 of the Financial Administration Act (British Columbia), and subject to any other terms of this Agreement, in respect of each Fiscal Year pay to Canada 48% of the Actual Costs of the RCMP First Nations Community Policing Service as determined in accordance with Article 10 up to the amount set out in the total budget projection in Schedule "A".
- b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;
- c) participate in any negotiations involving Canada and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service; and
- d) ensure that Canada's contribution to the provision of policing services for First

Nations Communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A BAND COUNCIL

8.1 The Band Council of a First Nations Community or its designated representative may pursuant to the provisions of a Community Tripartite Agreement:

- a) set objectives, priorities and goals of the RCMP First Nations Community Policing Service for that community that are not inconsistent with those of the Minister for the Provincial Police Service;
- b) assist in the identification and implementation of community oriented policing initiatives; and
- c) bring concerns regarding the day to day policing of the First Nation Community to the attention of the commander of the RCMP Detachment responsible for providing policing for that First Nation Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner shall:

- a) provide financial and administrative services for the day-to-day operations of the RCMP First Nations Community Policing Service;
- b) recruit, train, assign and supervise First Nations members to provide policing services for First Nations Communities as set out in Schedule "A";
- c) ensure that First Nation members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations Communities with at least 80% of this time to be spent within the boundaries of those communities;
- d) provide to the Band Council of each First Nation Community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided for the community;

- e) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Province prior to July 31 of each fiscal year, which will include a detailed accounting of all expenditures for the RCMP First Nations Community Policing Service for the previous Fiscal Year, together with explanations of all variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures and such information as the Solicitor General directs; and
- f) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

9.2 The Commanding Officer shall for the purposes of this Agreement:

- a) act under the direction of the Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;
- b) implement the objectives, priorities, and goals as determined by the by the Minister pursuant to the Provincial Police Service Agreement and the objectives, priorities and goals of the First Nations Community as determined pursuant to paragraph 8.1(a);
- c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and with respect to the financial reporting required by paragraph 9.2(f) on a monthly basis;
- d) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Province during the previous Fiscal Year;
- e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Province by any member of the public to the RCMP; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;
- f) in each Fiscal Year, commencing in July and monthly thereafter, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of future significant expenditures that are occurring or likely to occur; and

- g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over \$100,000, including its condition and any forecasted requirements for major repairs or replacement of such items.

ARTICLE 10.0: BASIS OF ACTUAL COST CALCULATIONS

10.1 Actual Costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

- a) the direct cost of the RCMP First Nations Community Policing Service in the Province including:
 - i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals; repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and
 - ii) all costs of equipment purchased except where such cost is \$100,000 or more per item and where the Minister has requested that such cost be amortized;
- b) the indirect cost of the RCMP First Nations Community Policing Services, including:
 - i) for the Fiscal Year beginning April 1, 1993, the cost to Canada of Pension Contributions calculated as 13.3 per cent of pensionable salaries in respect of Members and calculated as 7.4 per cent of pensionable salaries in respect of federal public service employees; thereafter the cost of all Pension Contributions shall be such cost as determined by the provisions of the Provincial Police Service Agreement;
 - ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;
 - iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service;
 - iv) for the Fiscal Year beginning on April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension

Contributions and excluding recruit salaries and accommodation) by the total number of Members in the RCMP as of April 1 in that Fiscal Year and multiplied by the average number of Members of the RCMP First Nations Community Police Service in the Province for the Fiscal Year;

- v) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying \$3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Province for the Fiscal Year;
- vi) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the RCMP First Nations Community Policing Service in the Province who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;
- vii) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Province for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year by the rate of \$10.00 per square foot (\$107.64 per square meter); such space shall not include the following:
 - i) separate living quarters;
 - ii) any buildings or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and
 - iii) those parts of the divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service determined on a proportional basis relative to the total occupancy of the buildings.
- viii) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing \$100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner;

- ix) the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the RCMP First Nations Community Policing Service for the Fiscal Year;
- x) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Province as identified in Schedule "A";
- xi) the cost of Support Staff;
- c) the cost of the RCMP First Nations Community Policing Service in the Province shall not include:
 - i) the cost of construction of any buildings;
 - ii) the cost of interdivisional transfers of personnel or equipment;
 - iii) costs of any civil action, compensation claim, ex gratia payment or claim for legal fees; and
 - iv) the costs of the Corps of Commissionaires employed primarily in the protection of federal buildings.

10.2 For the purposes of determining Actual Costs pursuant to this Article, any Member of the RCMP First Nations Community Policing Service who is on:

- a) sick leave or suspended for more than 30 consecutive days;
- b) parental leave;
- c) a training course not related to the RCMP First Nations Community Policing Service; or
- d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

10.3 There shall be deducted from the cost payable by the Province in respect of the RCMP First Nations Community Policing Service:

- a) any refunds or reimbursements subsequently obtained by Canada with respect to

any expenses that were paid by the Province as a direct cost;

- b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;
- c) 48 per cent of any amount received by Canada from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than \$100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

10.4 There shall be deducted from the cost payable by the Solicitor General to the RCMP in respect of the RCMP First Nations Community Policing Service, 52 percent of the cost of accommodation for use by the RCMP First Nations Community Policing Service for which the RCMP does not pay rent where such accommodation is the product of capital construction funding contributed by the Solicitor General specifically for the RCMP First Nations Community Policing Service.

10.5 In respect of the RCMP First Nations Community Policing Service, except where the services are paid by Health and Welfare Canada, the Province shall pay Canada 100 percent of all of the following costs:

- a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;
- b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under provincial laws; and
- c) conveyance by a third party that is obtained by a Member of the First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

10.6 a) In the event that any member employed in the RCMP First Nations Community Policing Service receives the benefit of any statutory defence, such as that provided by the Police Act (British Columbia), to any claim or action and in connection therewith the Province may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the Province with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.

- b) The Province shall promptly notify Canada of any claim or action referred to in paragraph (a).

- c) If the Province should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the Province.
- 10.7 Notwithstanding the provisions of subparagraphs 10.1 a)i) and 10.1 b)vii) of this Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Services provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

- 11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.
- 11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.
- 11.3 Where any item of equipment that was purchased at any time by Canada at a cost of \$100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged, destroyed or removed from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:
- a) where the Province paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Province shall be credited 48 per cent of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;
 - b) where the Province has not yet paid its full share of the purchase cost of the item, the Province shall be credited 48 per cent of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Province had paid up to the time of loss, damage, destruction or removal; and
 - c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS**12.1 In the event of the expiry or termination of this Agreement:**

- a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service shall, at the option of the Province,
 - i) be transferred to the Province upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for that item of equipment; or
 - ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;
- b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Province may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in subarticle 7.1;
- c) where any item of equipment that:
 - i) cost \$100,000 or more,
 - ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service, and
 - iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service,

Canada shall credit the Province with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Province in respect of that item.

- 12.2** Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Province, be acquired by the Province upon payment by the Province of the fair market value, as determined by an independent appraisal obtained by Canada.

ARTICLE 13.0: JAILS AND LOCK-UPS

- 13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Province against the Criminal Code or the laws of the Province but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will not be reduced without the prior approval of the Minister.

ARTICLE 14.0: METHOD OF PAYMENT

- 14.1 The RCMP shall carry out ongoing accounting and payments for the operations and maintenance of the RCMP First Nations Community Policing Service.
- 14.2 The RCMP shall invoice the Province and the Solicitor General respectively for payments quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated cost of the RCMP First Nations Community Policing Service for that Fiscal Year.
- 14.3 Subject to subarticle 14.6, all amounts payable by the Province and the Solicitor General shall be due 60 days from the date of an invoice from the RCMP;
- 14.4 In the case of amounts payable by the Province, payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; where the Commissioner and the Minister agree in writing, payments may be made by any other method.
- 14.5 In the case of amounts payable by the Solicitor General, all payments shall be made by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.
- 14.6 Any deficiency by the Province or the Solicitor General in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.
- 14.7 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the shares of the Actual Costs under subarticles 6.1 and 7.1, be deemed to begin on the first day of the Fiscal Year in which the Community Tripartite Agreement comes into force.

ARTICLE 15.0: FINANCIAL PLANNING

15.1 The Commanding Officer shall:

- a) consult with the Minister on or before September 1 each year to establish the estimated cost of the RCMP First Nations Community Policing Service in the upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost \$100,000 or more per item. The Commanding Officer shall receive advice from the Minister on:
 - i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Province;
 - ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province; and
 - iii) approval and the basis of payment for any item of equipment costing \$100,000 or more per item;
- b) communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for the next Fiscal Year, including:
 - i) all direct costs for the requested increases or decreases to the RCMP First Nations Community Policing Service, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the Province;
 - ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and
 - iii) a best estimate that reflects the most probable adjustments to salaries.

15.2 The Commissioner shall communicate the provisional estimate to the Commanding Officer who shall:

- a) ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the RCMP First Nations Community Policing Service; and
- b) provide the provisional estimate to the Minister together with all explanations and

seek agreement prior to December 31 of each Fiscal Year.

- 15.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with subarticles 15.1 and 15.2 for the next fiscal year covered by this Agreement.
- 15.4 Where the Solicitor General agrees with the budget projection provided in subarticle 15.3, the budget projection shall be submitted to the Minister prior to March 1 of the fiscal year for which the budget projection pertains.
- 15.5 Where the Minister agrees with the budget projection provided by the Solicitor General in subarticle 15.4, Schedule "A" shall be amended pursuant to Article 17 to reflect the costs agreed upon for that fiscal year.
- 15.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.
- 15.7 Where the Solicitor General agrees with the amended budget projection provided in subarticle 15.6, the amended budget projection shall be submitted to the Minister without delay.
- 15.8 Where the Minister agrees with the amended budget projection provided in subarticle 15.7, Schedule "A" shall be amended pursuant to Article 17 for that fiscal year.
- 15.9 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the Province for use by the RCMP First Nations Community Policing Service. The RCMP First Nations Community Policing Service shall not be obliged to use such accommodation unless it conforms to RCMP operational requirements and building standards in its design, space, construction and maintenance. The rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10 (b)(vii).

ARTICLE 16.0: REVIEW

- 16.1 The review provided for in Article 18 of the Provincial Police Service Agreement shall be binding on this Agreement.
- 16.2 No amendment to this Agreement arising out of any review under this subarticle shall take effect unless and until a mutual agreement in writing has been duly executed as provided by article 17.

ARTICLE 17.0: AMENDMENT

- 17.1 This Agreement may be amended at any time by the written agreement of Canada and the Province.

ARTICLE 18.0: TERM OF AGREEMENT

- 18.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 18.4, this Agreement shall come into force on April 1, 1993 and shall continue in force until March 31, 1998.
- 18.2 On or after March 31, 1997 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the parties.
- 18.3 Upon the written agreement of Canada and the Province the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.
- 18.4 This Agreement may be terminated on March 31 in any year by either party giving the other party notice of such termination 12 months prior to the date of the intended termination.

ARTICLE 19.0: DISPUTES

- 19.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however they shall endeavour to resolve such issues prior to June 30 of the Fiscal Year.
- 19.2 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the particular Community Tripartite Agreement in a manner as they shall see fit.

ARTICLE 20.0: NOTICE

- 20.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:
- a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and

- b) to the Province, by registered mail, addressed to the Minister, by official title, at the Parliament Buildings, Victoria, British Columbia.

ARTICLE 21.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

- 21.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

IN WITNESS WHEREOF the Honourable Herb Gray, P.C., Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Honourable Colin Gabelmann, Attorney General of British Columbia, has hereunto set his hand on behalf of the Province.

SIGNED on behalf of Canada
by the Honourable Herb Gray, P.C., M.P.
Solicitor General of Canada,
in the presence of

Herb Gray

Solicitor General of Canada

Dec 19/83

Dated

Sharon Hoyle-Gray
Witness

Dec. 19/93
Dated

SIGNED on behalf of the Province
by the Honourable Colin Gabelmann,
Attorney General of British Columbia,
in the presence of

Colin Gabelmann
Attorney General of British Columbia

Jan 13/94
Dated

Maurice A. Marling
Witness

Jan. 13/94
Dated

SCHEDULE A

**BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY
POLICING SERVICE IN THE PROVINCE TO PARTICIPATING FIRST NATIONS
COMMUNITIES** **1993 - 1994**

<u>DETACHMENT</u> <u>FIRST NATIONS COMMUNITY</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
"E" Division H.Q. Program Administrators	3	\$271,848
Projected Program Increases *	<u>8</u>	<u>\$200,000</u>
BUDGET PROJECTION	11	\$471,848

* Expenditures dependent on the conclusion of Community Tripartite Agreements under sub-article 3.2.

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

Index

- 1. Sample Community Tripartite Agreement**

SECTION 5

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

AHOUSAHT FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE ____ DAY OF ____, 1994
BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA
(hereinafter referred to as the "Province")

of the second part

- AND -

THE AHOUSAHT FIRST NATION
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as the "First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within Ahousaht First Nation Territory consistent with the needs of Ahousaht First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing and the province's policy for First Nations Policing;

WHEREAS the Parties recognize that First Nations have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role:

WHEREAS the Parties recognize that the policing services provided for Ahousaht First Nation should be equal in level and quality to those provided to those provided in non-First Nations communities;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of federal and provincial statutes and certain Band by-laws specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have or may accrue to any of the Parties;

WHEREAS the Parties wish to enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for Ahousaht First Nation;

AND WHEREAS the Band Council of the Ahousaht First Nation passed Band Council Resolution titled "Ahousaht Policing" dated February 9, 1994, at a meeting duly convened, which expresses desire to enter into this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

- 1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Ahousaht First Nation" means the Ahousaht Band number 659 which has been established pursuant to the Indian Act;

"Ahousaht First Nation Territory" means the Yarksis Reserve number 11, the Cloolthpich Reserve number 12, Quortsowe Reserve number 13, Oinimitis Reserve number 14, Marktosis Reserve number 15, Ahous Reserve number 16, Chetarpe Reserve number 17, Sutaquis Reserve number 18, Wahous Reserve number 19, Wahous Reserve number 20, Tequa Reserve number 21, Peneetle Reserve number 22, Moyehai Reserve number 23, Seektukis Reserve number 24, Watta Reserve number 25, Wappook Reserve number 26, Openit Reserve number 27, Tootoowiltena Reserve number 28, Kishnacous Reserve number 29, Indian Island Reserve number 30, Vargas Island Reserve number 31, Bartlett Island Reserve number 32, Kutcous Point Reserve number 33, Hisnit Fishery Reserve number 34, and Swan Reserve number 35, all of which reserves are described in the Indian Lands Registry of the Department of Indian Affairs and Northern Development:

"By-Law" means the by-laws enacted by the Band Council of Ahousaht First Nation pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Band Council" means the council of the Ahousaht First Nation;

"Commander" means an RCMP employee in charge of a detachment who manages the physical, financial and human resources of the detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Community Consultative Committee" means the group established under section 8 of this Agreement;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"fiscal year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulation made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"Province" means the Province of British Columbia;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"RCMP First Nations Community Policing Service" or "RCMP-FNCPS" means the service under which First Nations members designated as peace officers under paragraph 7(1)(d) of the Royal Canadian Mounted Police Act are employed to provide policing services to a First Nation Community pursuant to this Agreement;

"Tofino Detachment" means an organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Ahousaht First Nation and that has prescribed territorial boundaries and includes satellite and community service offices;

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

SECTION 2: APPLICATION

- 2.1 This Agreement applies to the provision of RCMP First Nations Community Policing Service for Ahousaht First Nation and the establishment of the Ahousaht RCMP Satellite Detachment and forms part of Schedule "B" to the Framework Agreement between Canada and the Province for the provision of the RCMP First Nations Community Policing Service for First Nations in the Province.
- 2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: SCHEDULES

- 3.1 The following Schedule is hereby incorporated into and constitutes part of this Agreement:
- (a) Annex "A" - Fiscal year budget projection for the RCMP First Nations Community Policing Service in the Province for Ahousaht First Nation.

SECTION 4: TERM OF AGREEMENT

- 4.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1993 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.
- 4.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 5: ROLE AND RESPONSIBILITIES OF CANADA

- 5.1 Subject to appropriation by Parliament, Canada agrees to provide 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the budget projection as set out in Annex "A" of this Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 6.1 Subject to appropriation by the Legislature, the Province agrees to provide 48% of the Actual Costs of the RCMP First Nations Community Policing Service up to the budget projection as set out in Annex "A" of this Agreement.

SECTION 7: ROLE AND RESPONSIBILITIES OF THE BAND COUNCIL

- 7.1 The Band Council of Ahousaht First Nation or its designated representative will, pursuant to the provisions of this Agreement:
- (a) provide a fully serviced lot, complete with a concrete foundation, on which a work station will be placed for the use of the RCMP-FNCPS Members;
 - (b) establish a Community Consultive Committee; and
 - (c) determine the terms of reference of the Community Consultive Committee.

SECTION 8: COMMUNITY CONSULTIVE COMMITTEE

- 8.1 The Community Consultive Committee to be established by Ahousaht First Nation should be representative of the community and may include participants who are elders, women, and youth.
- 8.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Committee will be to:
- (a) identify policing issues and concerns to a representative of the RCMP Ahousaht Satellite Detachment, and where appropriate Tofino Detachment;
 - (b) work with the Ahousaht RCMP Satellite and where appropriate Tofino Detachment in seeking solutions to community issues and concerns; and
 - (c) work with the RCMP to develop, in consultation with a representative of the Ahousaht RCMP Satellite, and where appropriate Tofino Detachment, the

objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

8.3 The Community Consultative Committee will meet as it deems necessary.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) assign two Members of the RCMP First Nations Community Policing Service to provide policing services or to assist in the provision of policing services for Ahousaht First Nation Community pursuant to this Agreement as soon as practicable within six months from the conclusion of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Ahousaht First Nation are culturally compatible with the community;
- (c) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of Ahousaht First Nation with at least 80% of this time to be spent within the boundaries of the community;
- (d) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Ahousaht First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Tofino Detachment;
- (e) ensure that regular status reports detailing the policing services provided for Ahousaht First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Community Consultative Committee;
- (f) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultative Committee; and
- (g) enforce the by-laws made by Ahousaht First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c.I-5):
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,

- (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances.
- (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
- (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve,

(or for such other purposes that may be negotiated pursuant to this Agreement.)

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service at Ahousaht will be to work in cooperation with Ahousaht First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.
- 10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:
 - (a) treat all people equally and with respect;
 - (b) uphold the Canadian Charter of Rights and Freedoms;
 - (c) serve and protect the community;
 - (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
 - (e) establish crime prevention initiatives through community education or assist the community with similar initiatives;
 - (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

- (g) enforce federal and provincial laws and such by-laws referred to in Section 9.1(g); and
- (h) work with the Community Consultive Committee towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

10.3 Members of the RCMP First Nations Community Policing Service, as well as other Members of the RCMP when it is appropriate will:

- (a) bring day-to-day policing issues concerning Ahousaht First Nation to the attention of the Ahousaht Community Consultive Committee;
- (b) will develop and maintain a cooperative working relationship with the Ahousaht First Nation Auxiliary Constable Program; and
- (c) work closely with Kakawis Family Development Centre, the Holistic Healing Centre, and Drug and Alcohol Services.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to Ahousaht First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of Tofino Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of Tofino Detachment has the authority and responsibility for the personnel who provide the policing services for Ahousaht First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Ahousaht Satellite Detachment.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

- 13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

- 14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

- (a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

- (b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4

- (c) Ahousaht First Nation:

General Delivery
Ahousaht, British Columbia
VOR 1A0

SECTION 15: SAVING PROVISION

- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

SECTION 16: DISPUTES

- 16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and Ahousaht First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.


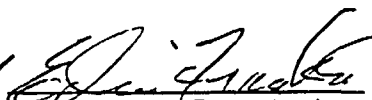

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA



Attorney General of British Columbia

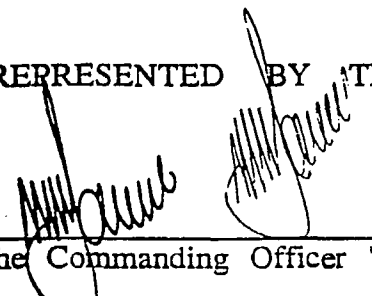
THE AHOUSAHT FIRST NATION

 Elected Chief Councillor
 Community Consultative Committee Member
 Hereditary Chief


Witnessed by Vera Little in Tribute to Pat Little

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER


Commissioner


Witnessed by the Commanding Officer "E" Division

ANNEX "A"

**BUDGET PROJECTION OF THE RCMP FIRST NATIONS COMMUNITY
POLICING SERVICE - 1993 - 1994**

<u>FIRST NATION COMMUNITY</u>	<u>DETACHMENT</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
Ahousaht	Tofino	2	\$417,500.00

SECTION 6

**A MEMORANDUM OF AGREEMENT PROVIDING
A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS
FOR THE ROYAL CANADIAN MOUNTED POLICE
FIRST NATIONS COMMUNITY POLICING SERVICE
IN THE YUKON TERRITORY**

APRIL 1, 1993

YUKON TERRITORY

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of April 1, 1993

BETWEEN:

**THE GOVERNMENT OF CANADA (herein called "Canada"),
as represented by the Solicitor General of Canada**

AND

**THE GOVERNMENT OF THE YUKON TERRITORY as represented by the Executive
Council Member responsible for Justice (herein called the "Yukon").**

WHEREAS Canada and the Yukon:

- 1) recognize the need to contribute to the improvement of the maintenance of social order, public security and personal safety on First Nations Territories;
- 2) recognize the need to provide First Nations Communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;
- 3) recognize the importance of providing policing services for First Nations Communities in the Yukon through the RCMP First Nations Community Policing Service;
- 4) recognize that First Nations Communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;
- 5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services for the First Nations communities of the Yukon, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services for First Nations Communities in the Yukon;
- 6) recognize the principle that First Nations Communities, in keeping with their increased role in determining policing arrangements, should contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing First

Nations policing services. Contributions under this provision would accrue equally to reduction of federal and territorial cost shares;

7) recognize the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;

8) wish to, subject to and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services for First Nations Communities in the Yukon through the RCMP First Nations Community Policing Service;

9) recognize that the policing services provided for First Nations Communities include the enforcement of federal and territorial statutes and certain band by-laws specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;

WHEREAS Section 20 of the Royal Canadian Mounted Police Act (Canada) provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Territory and in carrying into effect the laws in force therein;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

1.1 In this agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

- a) "Actual Costs" means those direct and indirect costs, as described in Article 10 of this agreement, incurred by the RCMP in providing policing services for First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;
- c) "Band Council" means the "council of the band" as defined in section 2 of the Indian Act (Canada) and, for the purposes of this Agreement, includes local

governing bodies of certain Indian communities on Crown land;

- d) **"Commanding Officer"** means the officer of the RCMP, resident in the Yukon, appointed by the Commissioner to command the Division;
- e) **"Commissioner"** means the Commissioner of the RCMP;
- f) **"Community Tripartite Agreement"** means an agreement annexed in Schedule "B" entered into between Canada, the Yukon, and a First Nations Community for the provision of the RCMP First Nations Community Policing Service;
- g) **"Detachment"** means an organizational component of the division that has prescribed territorial boundaries and includes satellite and community service offices;
- h) **"Division"** means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Yukon;
- i) **"External Review Committee"** means the Committee as defined in the Royal Canadian Mounted Police Act (Canada);
- j) **"First Nation Community"** means a "band" as defined in section 2 of the Indian Act and for the purposes of this Agreement includes certain Indian Communities on Crown land;
- k) **"First Nation Territory"** means, for the purposes of this agreement, certain Indian communities on Crown land and includes reserves as defined in Section 2 of the Indian Act;
- l) **"Fiscal Year"** means the period beginning on April 1 in any year and ending on March 31 in the next year;
- m) **"Member"** means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;
- n) **"Minister"** means the Minister of the Yukon responsible for policing services in the Yukon;
- o) **"Minister of Justice"** means the chief law officer of the Yukon;
- p) **"Pension Contribution"** means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the

Royal Canadian Mounted Police Superannuation Act (Canada), the Supplementary Retirement Benefits Act (Canada), the Public Service Superannuation Act (Canada) and the Canada Pension Plan (Canada);

- q) **"Program Administrators"** means the RCMP First Nations Community Policing Service Members and Support Staff assigned to the administration of RCMP First Nations Community Policing Service at the headquarters of the Division;
- r) **"Public Complaints Commission"** means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);
- s) **"RCMP"** means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;
- t) **"RCMP First Nations Community Policing Service"** means the aggregate of the resources, Members and Support Staff employed by Canada to provide policing services in a First Nations Community but does not include those resources, Members and Support Staff employed primarily in:
 - (i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;
 - (ii) national security investigation services;
 - (iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - (iv) services provided to or on behalf of federal government departments; and
 - (v) the Territorial Police Service.
- u) **"Salary"** includes Pension Contributions and employer's unemployment insurance contributions;
- v) **"Solicitor General"** means the Solicitor General of Canada.
- w) **"Support Staff"** means all those persons who are employed by Canada in the Yukon as public service and casual employees in support of the RCMP First Nations Community Policing Service and who are not Members;
- x) **"Territorial Police Service"** means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Yukon, but

does not include those resources, Members and Support Staff employed primarily in:

- i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;
 - ii) national security investigation services;
 - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - iv) services provided to or on behalf of federal government departments; and
 - v) the RCMP First Nations Community Policing Service provided under this Agreement.
- y) **"Territorial Police Service Agreement"** means the agreement dated as of April 1, 1992 between Canada and the Yukon for the provision by Canada of Territorial Police Services;
- z) **"Yukon"** means the Yukon Territory.

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

ARTICLE 2.0: APPLICATION

- 2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements.
- 2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a RCMP First Nations Community Policing Service within First Nations Territories in the Yukon during the term of this Agreement.
- 2.3 Canada is hereby authorized by the Yukon to carry out the powers and duties of the territorial police force for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

- 3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:
- (a) Schedule "A" - The Fiscal Year budget projection, including the detachment and First Nation Communities served by the RCMP First Nations Community Policing Service, the number of members and support staff as adjusted from time to time in accordance with Article 17.
 - (b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Yukon and First Nations Communities and which will be substantially in accordance with the sample Agreement attached hereto at Schedule B.
- 3.2 As and when Community Tripartite Agreements are entered into, original signed copies of those Community Tripartite Agreements shall be attached hereto and shall, from the date of the Community Tripartite Agreement be constituted as part of Schedule "B".

ARTICLE 4.0: SUBJECT MATTER

- 4.1 Those Members who form part of the RCMP First Nations Community Policing Service shall:
- a) perform the duties of peace officers; and
 - b) render such services as are necessary to:
 - i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the Yukon, apprehend criminals, offenders and others who may be lawfully taken into custody; and
 - ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the Yukon, be executed and performed by peace officers.
- 4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Yukon.

ARTICLE 5.0: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.
- 5.2 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner in consultation with the Minister.
- 5.3 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the Band Council of a First Nation Community in consultation with the Commissioner but shall not be inconsistent with the level of policing service as determined by the Minister for the Territorial Police Service.
- 5.4 The level of policing service as agreed upon between the parties under subarticle 5.3 and shall not be less than the minimum standard as determined under subarticle 5.2.
- 5.5 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Yukon in respect of the administration of justice and law enforcement in the Yukon.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

- 6.1 Canada shall:
 - a) subject to appropriation by Parliament and subject to any other terms of this Agreement, provide in respect to each Fiscal Year 52 % of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".
 - b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;
 - c) participate in any negotiations involving the Yukon and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service;
 - d) increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year from the

agreement of the parties to a Community Tripartite Agreement;

- e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year:
 - (i) of receipt of a notification to terminate a Community Tripartite Agreement, or
 - (ii) from the execution of an agreement of the parties to a Community Tripartite Agreement to reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service; and
- f) ensure that the Yukon's contribution to the provision of the policing services for First Nations Communities in the Yukon through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE YUKON

7.1 The Yukon shall:

- a) subject to an appropriation being available for the payment in the Fiscal Year when the payment falls due, in accordance with the Financial Administration Act (Yukon Territory), and subject to any other terms of this Agreement, in respect of each Fiscal Year pay to Canada 48% of the Actual Costs of the RCMP First Nations Community Policing Service as determined in accordance with Article 10 up to the amount set out in the total budget projection in Schedule "A".
- b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;
- c) participate in any negotiations involving Canada and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service; and
- d) ensure that Canada's contribution to the provision of policing services for First Nations Communities in the Yukon through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Yukon in any materials or communications intended for the

public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A BAND COUNCIL

8.1 The Band Council of a First Nations Community or its designated representative may, pursuant to the provisions of a Community Tripartite Agreement:

- a) set objectives, priorities and goals of the RCMP First Nations Community Policing Service for that community that are not inconsistent with those of the Minister for the Territorial Police Service;
- b) assist in the identification and implementation of community oriented policing initiatives; and
- c) bring concerns regarding the day to day policing of the First Nation Community to the attention of the commander of the RCMP Detachment responsible for providing policing for that First Nation Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner shall:

- a) provide financial and administrative services for the day-to-day operations of the RCMP First Nations Community Policing Service;
- b) recruit, train, assign and supervise First Nations members to provide policing services for First Nations Communities as set out in Schedule "A";
- c) ensure that First Nation members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations Communities with at least 80% of this time to be spent within the boundaries of those communities;
- d) provide to the Band Council of each First Nation Community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided for the community;
- e) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Yukon prior to July 31 of each fiscal year, which will include a detailed accounting of all expenditures

for the RCMP First Nations Community Policing Service for the previous Fiscal Year, together with explanations of all variances from the estimated direct and indirect costs; the direct cost budget and actual expenditures and such information as the Solicitor General directs; and

- f) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

9.2 The Commanding Officer shall for the purposes of this Agreement:

- a) act under the direction of the Minister in aiding the administration of justice in the Yukon and in carrying into effect the laws in force therein;
- b) implement the objectives, priorities, and goals as determined by the Minister pursuant to the Territorial Police Service Agreement and the objectives, priorities and goals of the First Nations Community as determined pursuant to paragraph 8.1(a);
- c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and with respect to the financial reporting required by paragraph 9.2(f) on a monthly basis;
- d) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Yukon during the previous Fiscal Year;
- e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Yukon by any member of the public to the RCMP; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;
- f) in each Fiscal Year, commencing in July and monthly thereafter, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of future significant expenditures that are occurring or likely to occur; and
- g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over \$100,000, including its condition and any

forecasted requirements for major repairs or replacement of such items.

ARTICLE 10.0: BASIS OF ACTUAL COST CALCULATIONS

10.1 Actual Costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

- a) the direct cost of the RCMP First Nations Community Policing Service in the Yukon including:
 - i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and
 - ii) all costs of equipment purchased except where such cost is \$100,000 or more per item and where the Minister has requested that such cost be amortized;
- b) the indirect cost of the RCMP First Nations Community Policing Services, including:
 - i) for the Fiscal Year beginning April 1, 1993, the cost to Canada of Pension Contributions calculated as 13.3 per cent of pensionable salaries in respect of Members and calculated as 7.4 per cent of pensionable salaries in respect of federal public service employees; thereafter the cost of all Pension Contributions shall be such cost as determined by the provisions of the Territorial Police Service Agreement;
 - ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;
 - iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service;
 - iv) for the Fiscal Year beginning on April 1, 1993, the cost of recruit training shall be calculated by dividing the cost of such training (including Pension Contributions and excluding recruit salaries and accommodation) by the total number of Members in the RCMP as of April 1 in that Fiscal Year

and multiplied by the average number of Members of the RCMP First Nations Community Police Service in the Yukon for the Fiscal Year;

- v) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying \$3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Yukon for the Fiscal Year;
- vi) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the RCMP First Nations Community Policing Service in the Yukon who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police, Police Information Retrieval System Fees Order, as amended from time to time;
- vii) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Yukon for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year by the rate of \$10.00 per square foot (\$107.64 per square meter); such space shall not include the following:
 - i) separate living quarters;
 - ii) any buildings or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and
 - iii) those parts of the divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service determined on a proportional basis relative to the total occupancy of the buildings.
- viii) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing \$100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner;
- ix) the cost to Canada of operating the External Review Committee and the

Public Complaints Commission, determined by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the RCMP First Nations Community Policing Service for the Fiscal Year;

- x) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Yukon as identified in Schedule "A";
- xi) the cost of Support Staff;
- c) the cost of the RCMP First Nations Community Policing Service in the Yukon shall not include:
 - i) the cost of construction of any buildings;
 - ii) the cost of interdivisional transfers of personnel or equipment; and
 - iii) costs of any civil action, compensation claim, ex gratia payment or claim for legal fees.

10.2 For the purposes of determining Actual Costs pursuant to this Article, any Member of the RCMP First Nations Community Policing Service who is on:

- a) sick leave or suspended for more than 30 consecutive days;
- b) parental leave;
- c) a training course not related to the RCMP First Nations Community Policing Service; or
- d) pension retirement leave,

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

10.3 There shall be deducted from the cost payable by the Yukon in respect of the RCMP First Nations Community Policing Service:

- a) any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by the Yukon as a direct cost;
- b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;

- c) 48 per cent of any amount received by Canada from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than \$100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.
- 10.4 There shall be deducted from the cost payable by the Solicitor General to the RCMP in respect of the RCMP First Nations Community Policing Service, 52 percent of the cost of accommodation for use by the RCMP First Nations Community Policing Service for which the RCMP does not pay rent where such accommodation is the product of capital construction funding contributed by the Solicitor General specifically for the RCMP First Nations Community Policing Service.
- 10.5 In respect of the RCMP First Nations Community Policing Service, except where the services are paid by Health and Welfare Canada, the Yukon shall pay Canada 100 percent of all of the following costs:
- a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;
 - b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under territorial laws; and
 - c) conveyance by a third party that is obtained by a Member of the First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.
- 10.6
- a) In the event that any member employed in the RCMP First Nations Community Policing Service receives, by virtue of territorial legislation, the benefit of any statutory defence to any claim or action and in connection therewith the Yukon may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the Yukon with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.
 - b) The Yukon shall promptly notify Canada of any claim or action referred to in paragraph (a).
 - c) If the Yukon should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the Yukon.
- 10.7 Notwithstanding the provisions of subparagraphs 10.1 a)i) and 10.1 b)vii) of this

Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Services provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

- 11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.
- 11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.
- 11.3 Where any item of equipment that was purchased at any time by Canada at a cost of \$100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged, destroyed or removed from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:
 - a) where the Yukon paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Yukon shall be credited 48 per cent of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;
 - b) where the Yukon has not yet paid its full share of the purchase cost of the item, the Yukon shall be credited 48 per cent of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Yukon had paid up to the time of loss, damage, destruction or removal; and
 - c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

- 12.1 In the event of the expiry or termination of this Agreement:
 - a) the ownership of any item of equipment that was purchased by Canada for the

RCMP First Nations Community Policing Service shall, at the option of the Yukon,

- i) be transferred to the Yukon upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Yukon for that item of equipment; or
 - ii) remain vested in Canada, in which case Canada shall credit the Yukon with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;
- b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the Yukon may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in subarticle 7.1;
- c) where any item of equipment that:
 - i) cost \$100,000 or more,
 - ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service, and
 - iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service,

Canada shall credit the Yukon with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the Yukon in respect of that item.

- 12.2 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the Yukon, be acquired by the Yukon upon payment by the Yukon of the fair market value, as determined by an independent appraisal obtained by Canada.

ARTICLE 13.0: JAILS AND LOCK-UPS

- 13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Yukon against the Criminal

Code or the laws of the Yukon but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will not be reduced without the prior approval of the Minister.

ARTICLE 14.0: METHOD OF PAYMENT

- 14.1 The RCMP shall carry out ongoing accounting and payments for the operations and maintenance of the RCMP First Nations Community Policing Service.
- 14.2 The RCMP shall invoice the Yukon and the Solicitor General respectively for payments quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated cost of the RCMP First Nations Community Policing Service for that Fiscal Year.
- 14.3 Subject to subarticle 14.6, all amounts payable by the Yukon and the Solicitor General shall be due 60 days from the date of an invoice from the RCMP;
- 14.4 In the case of amounts payable by the Yukon, payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; where the Commissioner and the Minister agree in writing, payments may be made by any other method.
- 14.5 In the case of amounts payable by the Solicitor General, all payments shall be made by Interdepartmental Settlement Notice sent to the Commissioner in Ottawa or as directed otherwise by the Commissioner.
- 14.6 Any deficiency by the Yukon or the Solicitor General in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.
- 14.7 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the shares of the Actual Costs under subarticles 6.1 and 7.1, be deemed to begin on the first day of the Fiscal Year in which the Community Tripartite Agreement comes into force.

ARTICLE 15.0: FINANCIAL PLANNING

- 15.1 The Commanding Officer shall:
 - a) consult with the Minister on or before September 1 each year to establish the estimated cost of the RCMP First Nations Community Policing Service in the

upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost \$100,000 or more per item. The Commanding Officer shall receive advice from the Minister on:

- i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Yukon;
 - ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Yukon; and
 - iii) approval and the basis of payment for any item of equipment costing \$100,000 or more per item;
- b) communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for the next Fiscal Year, including:
- i) all direct costs for the requested increases or decreases to the RCMP First Nations Community Policing Service, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the Yukon;
 - ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and
 - iii) a best estimate that reflects the most probable adjustments to salaries.

15.2 The Commissioner shall communicate the provisional estimate to the Commanding Officer who shall:

- a) ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the RCMP First Nations Community Policing Service; and
- b) provide the provisional estimate to the Minister together with all explanations and seek agreement prior to December 31 of each Fiscal Year.

15.3 The Commissioner shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with subarticles 15.1 and 15.2 for the next fiscal year covered by this Agreement.

- 15.4 Where the Solicitor General agrees with the budget projection provided in subarticle 15.3, the budget projection shall be submitted to the Minister prior to March 1 of the fiscal year for which the budget projection pertains.
- 15.5 Where the Minister agrees with the budget projection provided by the Solicitor General in subarticle 15.4, Schedule "A" shall be amended pursuant to Article 17 to reflect the costs agreed upon for that fiscal year.
- 15.6 Where the Commissioner seeks to amend the budget projection during the fiscal year, he shall provide an amended budget projection, with explanations, to the Solicitor General.
- 15.7 Where the Solicitor General agrees with the amended budget projection provided in subarticle 15.6, the amended budget projection shall be submitted to the Minister without delay.
- 15.8 Where the Minister agrees with the amended budget projection provided in subarticle 15.7, Schedule "A" shall be amended pursuant to Article 17 for that fiscal year.
- 15.9 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the Yukon for use by the RCMP First Nations Community Policing Service. The RCMP First Nations Community Policing Service shall not be obliged to use such accommodation unless it conforms to RCMP operational requirements and building standards in its design, space, construction and maintenance. The rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10 (b)(vii).

ARTICLE 16.0: REVIEW

- 16.1 The review provided for in Article 18 of the Territorial Police Service Agreement shall be binding on this Agreement.
- 16.2 No amendment to this Agreement arising out of any review under this subarticle shall take effect unless and until a mutual agreement in writing has been duly executed as provided by Article 17.

ARTICLE 17.0: AMENDMENT

- 17.1 This Agreement may be amended at any time by the written agreement of Canada and the Yukon.

ARTICLE 18.0: TERM OF AGREEMENT

- 18.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 18.4, this Agreement shall come into force on April 1, 1993 and shall continue in force until March 31, 1998.
- 18.2 On or after March 31, 1997 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the parties.
- 18.3 Upon the written agreement of Canada and the Yukon the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.
- 18.4 This Agreement may be terminated on March 31 in any year by either party giving the other party notice of such termination 12 months prior to the date of the intended termination.

ARTICLE 19.0: DISPUTES

- 19.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however they shall endeavour to resolve such issues prior to June 30 of the Fiscal Year.
- 19.2 Any new issue, matter of general concern or dispute arising from Schedule "B" of this agreement shall be a matter for consultation and resolution among the parties to the particular Community Tripartite Agreement in a manner as they shall see fit.

ARTICLE 20.0: NOTICE

- 20.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:
 - a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and
 - b) to the Yukon, by registered mail, addressed to the Minister, by official title, at Whitehorse, Yukon.

ARTICLE 21.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

- 21.1 No member of the House of Commons or Senate shall be admitted to any share or part

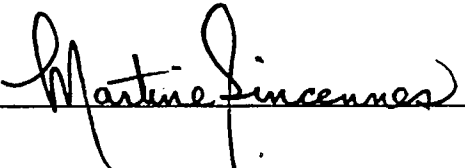
of this Agreement or to any benefits to arise there from.

ARTICLE 22.0: ABORIGINAL RIGHTS

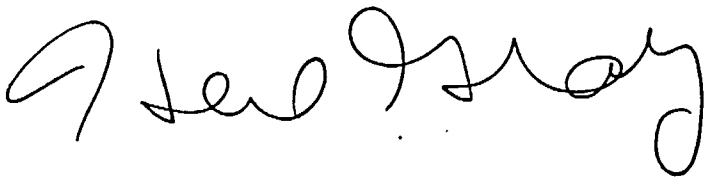
- 22.1 Nothing in this Agreement shall be constructed so as to affect, or prejudice or derogate from, any Aboriginal treaty, constitutional or other rights, privileges or freedoms which have or may accrue to any Yukon First Nation.
- 22.2 Nothing in this Agreement prejudices or limits the ability of the parties or any Yukon First Nation to negotiate, at any time, different terms for providing policing services to the Yukon First Nations under any other agreement and in particular the Yukon First Nations self-government agreements are and will not be prejudiced or affected by any such negotiations.
- 22.3 Canada and the Yukon will make best efforts to develop a Memorandum of Understanding with the Council of Yukon Indians no later than June 30, 1994, to provide the opportunity for Yukon First Nations to participate in improved RCMP policing arrangements.

IN WITNESS WHEREOF the Honourable Herb Gray, Solicitor General of Canada, has hereunto set his hand on behalf of Canada; and the Honourable Willard L. Phelps, Minister of Justice of the Government of the Yukon, has hereunto set his hand on behalf of the Yukon.

SIGNED on behalf of Canada
by the Honourable Herb Gray, P.C., M.P.
Solicitor General of Canada,
in the presence of



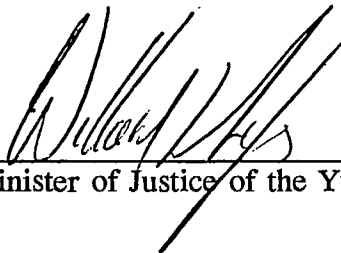
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Solicitor General of Canada

SIGNED on behalf of the Yukon
by the Honourable Willard L. Phelps, Q.C.
Minister of Justice of the Yukon,
in the presence of





Minister of Justice of the Yukon

SCHEDULE A

**BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY
POLICING SERVICE IN THE YUKON TERRITORY TO PARTICIPATING FIRST
NATIONS COMMUNITIES 1993 - 1994**

<u>DETACHMENT</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
<u>FIRST NATIONS COMMUNITY</u>		
"M" Division H.Q. Program Administrator	1	\$130,000.00
BUDGET PROJECTION	1	\$130,000.00

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Royal Canadian Mounted Police - First Nations community policing services (RCMP-F

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