

User Report

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

Volume 2

NO. 1995-04

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 2

NO. 1995-04

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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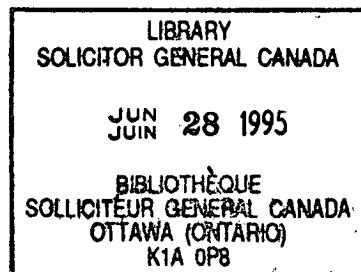


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SECTION 1

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

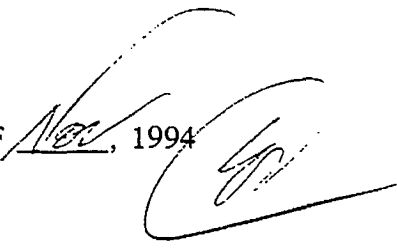
SCW'EXMX FIRST NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11 DAY OF Nov, 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 NICOLA VALLEY TRIBAL COUNCIL, ACTING ON BEHALF OF THE
BANDS AND COUNCILS OF UPPER NICOLA, LOWER NICOLA,
COLDWATER, SHACKAN AND NOOAITCH, AS REPRESENTED BY
THEIR CHIEFS AND COUNCILS
(hereinafter referred to as the "Scw'exmx 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 the Scw'exmx First Nations Territory consistent with the needs of the Scw'exmx 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 Scw'exmx 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 applicable 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 accrued or may accrue to any of the Parties;

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 Scw'exmx 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.

"Actual Costs" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

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

"Band Councils" means the Band Councils of the Upper Nicola, Lower Nicola, Coldwater, Shackan and Nooaitch Bands;

"Commander" means the RCMP Member in charge of the Merritt 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 Group" means the group established under section 9 of this Agreement;

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

"**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;

"**Member**" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, R.S.C. 1985, c. R-10 and any regulation made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"**Merritt 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 Scw'exmx First Nations and that has prescribed territorial boundaries and includes satellite and community service offices;

"**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, R.S.C. 1985 c. R-10 and known as the Royal Canadian Mounted Police;

"**Scw'exmx First Nations**" means the Upper Nicola Band number 697, the Lower Nicola Band number 695, the Coldwater Band number 693, the Shackan Band number 698 and the Nooaitch Band number 699, which have been established pursuant to the Indian Act;

"**Scw'exmx First Nations Territory**" means the Nicola Lake Reserve number 1, the Hamilton Creek Reserve number 2, the Douglas Lake Reserve number 4, the Spahomin Reserve number 4, the Chapperon Lake Reserve number 5, the Chapperon Creek Reserve number 8, the Hihium Lake Reserve number 6, the Nicola Mameet Reserve Number 1, the Joeyaska Reserve number 2, the Pipseul Reserve number 3, the Zoht Reserve number 4, the Zoht Reserve number 5, the Logan's Reserve number 6, the Hamilton Creek Reserve number 7, the Speous Reserve number 8, the Zoht Reserve number 14, the Coldwater Reserve number 1, the Gwen Lake Reserve number 3, the Paul's Basin Reserve number 2, the Shackan Reserve number 11, the Soldatquo Reserve number 12, the Papsilqua Reserve number 13, the Nooaitch Grass Reserve number 9 and the Nooaitch Reserve number 10, which are "reserves" as defined in subsection 2(1) of the Indian Act;

- 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 the Scw'exmx First Nations 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 Services 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: 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, 1998, unless it is terminated pursuant to section 13 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 52% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Scw'exmx First Nations in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by Parliament, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Scw'exmx First Nations in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF SCW'EXMX BAND COUNCILS

- 6.1 The Band Councils of the Scw'exmx First Nations or their respective designated representatives will, pursuant to the provisions of this Agreement:
- (a) establish a Community Consultive Group;
 - (b) determine the terms of reference of the Community Consultive Group; and
 - (c) provide a work station for the use of the Members of the RCMP-First Nations Community Police Service who will be providing policing services to the Scw'exmx First Nations.

SECTION 7: ROLE AND RESPONSIBILITIES OF THE RCMP

- 7.1 The RCMP will:
- (a) assign three (3) Members of the RCMP First Nations Community Policing Service to provide policing services, or to assist in, the provision of policing services to the Scw'exmx First Nations pursuant to this Agreement as soon as practicable within six 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 Merritt Detachment to provide police services to the Scw'exmx First Nations are culturally compatible with the respective communities;
 - (c) ensure that the process referred to in 7.1(b) will be consensual and be effected through consultation between the Scw'exmx First Nations or their respective delegates and the Commanding Officer of the Division or his or her delegate;
 - (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 the Scw'exmx First Nations and at least 80% of this time shall be spent within the boundaries of the Scw'exmx First Nations Territory;
 - (e) ensure that the time spent outside of the Scw'exmx First Nations Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Scw'exmx First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Merritt Detachment;

- (f) ensure that regular status reports detailing the policing services provided for Scw'exmx First Nations are supplied on a monthly basis to the respective Band Councils of the Scw'exmx First Nations or their respective designated representatives and the Community Consultative Group;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils of the Scw'exmx First Nations or their respective designated representatives and the Community Consultative Group; and
- (h) enforce the by-laws made by the Scw'exmx 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, or
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

7.2 The RCMP will ensure that Members providing service for Scw'exmx 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 Scw'exmx First Nations.

**SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP
FIRST NATIONS COMMUNITY POLICING SERVICE**

- 8.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Scw'exmx First Nations to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those First Nations.
- 8.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 7, 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 Scw'exmx First Nations 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 the applicable federal and provincial laws and such by-laws referred to in Section 7.1(h); and
 - (h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

SECTION 9: COMMUNITY CONSULTIVE GROUP

- 9.1 The Community Consultive Group to be established by the Scw'exmx First Nations should be representative of their communities.
- 9.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Group will be to:
- (a) identify policing issues and concerns to a representative of the RCMP Merritt Detachment;
 - (b) work with the RCMP Merritt Detachment in seeking solutions to community issues and concerns; and
 - (c) work with the RCMP to develop, in consultation with a representative of the RCMP Merritt Detachment, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.
- 9.3 The Community Consultive Group will meet as it deems necessary.

SECTION 10: SPECIAL PROVISIONS

- 10.1 During the term of this Agreement it shall be acknowledged by the Parties that:
- (a) the Members assigned to the Scw'exmx 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 Merritt Detachment will ensure that the policing needs of the communities are met;
 - (b) the Commander of Merritt Detachment has the authority and responsibility for the personnel who provide the policing services for the Scw'exmx First Nations; and
 - (c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commander of Merritt Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The Scw'exmx First Nations shall indemnify and save harmless Canada and the Province 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 Community Consultative Group or its members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Scw'exmx First Nations, the Community Consultative Group and their members, employees, officers or agents in the performance of this Agreement.
- 11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

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:
Solicitor General Canada
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
Fax: 604-387-6411

(c) Scw'exmx First Nations:

Chairperson
Nicola Valley Tribal Council
202-2090 Coutlee Avenue
P.O. Box 188
Merritt, B.C. V0K 2B0
FAX: 604-378-9119

SECTION 15: SAVING PROVISION

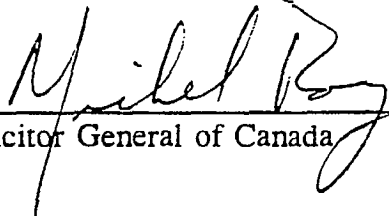
- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

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 the Scw'exmx First Nations in such manner as they shall see fit.

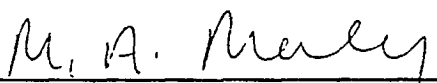
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



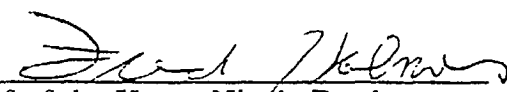
Solicitor General of Canada

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



Attorney General of British Columbia

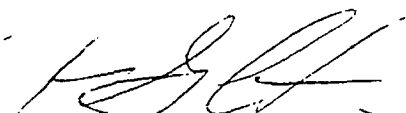
THE SCW'EXMX FIRST NATIONS:



The Chief of the Upper Nicola Band



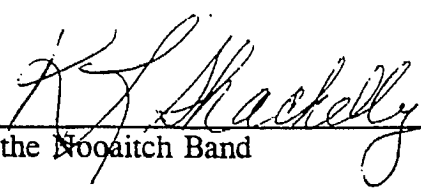
The Chief of the Lower Nicola Band



The Chief of the Coldwater Band

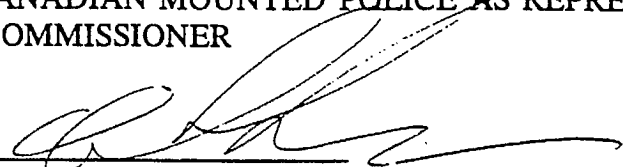


The Chief of the Shackan Band



The Chief of the Nocoitch Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED
BY THE COMMISSIONER



Commissioner

SECTION 2

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

FORT NELSON AND PROPHET RIVER BANDS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 13th DAY OF December, 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 FORT NELSON BAND,
AS REPRESENTED BY ITS CHIEF AND COUNCIL**
(hereinafter referred to as "Fort Nelson Band")

of the third part

-AND-

**THE PROPHET RIVER BAND,
AS REPRESENTED BY THEIR CHIEFS AND COUNCILS**
(hereinafter referred to as "Prophet River Band")

of the fourth part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Fort Nelson Territory and the Prophet River Territory consistent with the needs of Fort Nelson and Prophet River Bands, respectively, the federal 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 the Fort Nelson and Prophet River Bands 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 applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any of the purposes 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;

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 Fort Nelson Band and the Prophet River Band.

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 article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"**By-Law**" means the by-laws enacted by Band Councils of Fort Nelson Band or Prophet River Band respectively pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"**Band Councils**" means the Band Councils of Fort Nelson Band and Prophet River Band;

"**Commander**" means the RCMP Member in charge of the Fort Nelson 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 Group**" means the group established under section 7 of this Agreement;

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

"**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;

"**Fort Nelson 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 Fort Nelson Band community and the Prophet River Band community and that has prescribed territorial boundaries and includes community service offices;

"**Fort Nelson Band**" means the Fort Nelson Band No. 543 which has been established pursuant to the Indian Act;

"**Fort Nelson Territory**" means the Fontas Reserve No. 1, Fort Nelson Reserve No. 2, Kahntah Reserve No. 3 and Snake Reserve No. 5, which are "reserves" 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, 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 British Columbia responsible for policing services in the Province;

"**Prophet River Band**" means the Prophet River Band No. 544 which has been established pursuant to the Indian Act;

"**Prophet River Territory**" means the Prophet River Reserve No. 4, which is a "reserve" as defined in subsection 2(1) of the Indian Act;

"**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;

"Samaganus Advisory Group" means the police advisory group established by Prophet River Band under section 7 of 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 the Fort Nelson Band and the Prophet River Band and forms part of Schedule "B" to the Framework Agreement between Canada and the Province 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 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: 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, 1998, unless it is terminated pursuant to section 13 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 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for both the Fort Nelson Band and the Prophet River Band in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for both the Fort Nelson Band and the Prophet River Band in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE FORT NELSON AND PROPHET RIVER BAND COUNCILS

- 6.1 The Band Council of the Fort Nelson Band or its designated representative will, pursuant to the provisions of this Agreement:
- (a) establish a Community Consultive Group within sixty (60) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and
 - (c) provide a work station for the use of the Member of the RCMP First Nations Community Policing Service who will be providing policing services to the Fort Nelson Band.
- 6.2 The Band Council of the Prophet River Band or its designated representative will, pursuant to the provisions of this Agreement:
- (a) establish the Samaganus Advisory Group within sixty (60) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Samaganus Advisory Group within sixty (60) days of the signing of this Agreement; and
 - (c) provide a work station for the use of the Member of the RCMP First Nations Community Police Service who will be providing policing services to the Prophet River Band.

SECTION 7: COMMUNITY CONSULTIVE GROUP AND SAMAGANUS ADVISORY GROUP

- 7.1 The Community Consultive Group and the Samaganus Advisory Group to be established by the Fort Nelson Band and the Prophet River Band respectively 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 Community Consultive Group and the Samaganus Advisory Group will be to:
- (a) identify policing issues and concerns in their respective communities to a representative of the RCMP Fort Nelson Detachment;
 - (b) work with the RCMP Fort Nelson Detachment in seeking solutions to community issues and concerns; and
 - (c) work with the RCMP to develop, in consultation with a representative of the RCMP Fort Nelson Detachment, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.
- 7.3 The Community Consultive Group and the Samaganus Advisory Group will meet as they deem necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

- 8.1 The RCMP will:
- (a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in the provision of, policing services for both the Fort Nelson Band and the Prophet River Band pursuant to this Agreement as soon as practicable within six (6) months from the signing of this Agreement;
 - (b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to both the Fort Nelson Band and the Prophet River Band is culturally compatible with those communities;

- (c) ensure the process referred to in 8.1(b) will be consensual and be effected through consultation between the Fort Nelson Band and Prophet River Band or their respective delegates and the Commanding Officer of the Division or his or her delegate;
- (d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Fort Nelson Band or the Prophet River Band and that at least 80% of this time shall be spent within the boundaries of those two communities;
- (e) ensure that the time spent outside of the communities' boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of either Fort Nelson Band or Prophet River Band policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Fort Nelson Detachment;
- (f) ensure that regular status reports detailing the policing services provided for either the Fort Nelson Band or the Prophet River Band are supplied on a monthly basis to the respective Band Councils of the Fort Nelson Band and the Prophet River Band or their designated representative and to the Community Consultative Group or Samaganus Advisory Group respectively;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the respective Band Councils and the Community Consultative Group or Samaganus Advisory Group respectively; and
- (h) enforce present or future by-laws enacted by the Fort Nelson Band Council and the Prophet River Band Council 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,

- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or
 - (vii) section 85.1(c)- prohibiting any person from having intoxicants in his possession on the reserve.
- 8.2 The RCMP will ensure that the Member providing service for Fort Nelson and Prophet River Bands receives, in a timely manner, training to allow him or her 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 Fort Nelson and Prophet River Bands.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with both the Fort Nelson Band and the Prophet River Band to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.
- 9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Member 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 respective communities;
 - (d) work with the respective communities and other agencies to prevent or resolve problems that affect the respective communities' safety and quality of life;
 - (e) establish crime prevention initiatives through community education or assist the respective 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 the applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and
- (h) work with the Community Consultative Group and the Samaganus Advisory Group respectively towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the respective communities to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

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

- (a) the Member assigned to the Fort Nelson Band and the Prophet River Band 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 Fort Nelson Detachment will ensure that the policing needs of the respective communities are met;
- (b) the Commander of Fort Nelson Detachment has the authority and responsibility for the personnel who provide the policing services for the Fort Nelson Band and the Prophet River Band; and
- (c) concerns regarding the day-to-day policing of the respective communities should be brought to the attention of the Commander of Fort Nelson Detachment.

SECTION 11: INDEMNIFICATION

11.1 The Fort Nelson Band and the Prophet River Band shall indemnify and save harmless Canada and the Province 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 Community Consultative Group or the Samaganus Police Advisory Group or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive this Agreement.

11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Fort Nelson Band or the Prophet River Band the Community Consultative Group or the Samaganus Police Advisory Group or their respective members, employees, officers or agents in the performance of this Agreement.

11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

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 another Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
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
Fax: 604-387-6411

(c) Fort Nelson Band:

Fort Nelson Band
Box 3250
Fort Nelson, British Columbia
V0C 1R0

Fax: 604-774-7260

(d) Prophet River Band:

Prophet River Indian Band # 544
Box 3250
Fort Nelson, British Columbia
V0C 1R0

Fax: 604-774-2270

SECTION 15: SAVING PROVISION

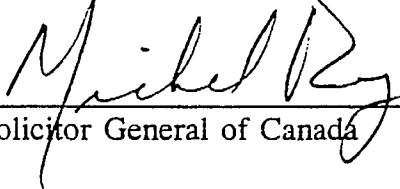
- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that any of the Parties are bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

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 the authorized representative of each of the Fort Nelson Band and the Prophet River Band respectively 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

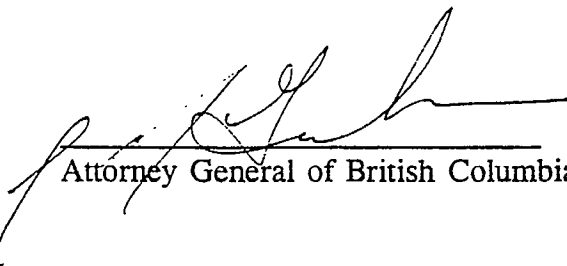


Solicitor General of Canada

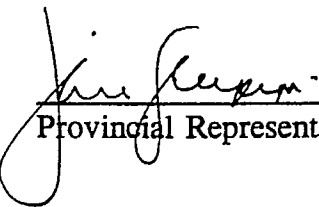


Regional Representative

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



Attorney General of British Columbia




Provincial Representative

THE FORT NELSON BAND:



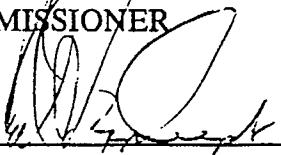
The Chief of the Fort Nelson Band

THE PROPHET RIVER BAND



The Chief of the Prophet River Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER



Commissioner

Handwritten mark

SECTION 3

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

NANAIMO FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE FIFTH DAY OF DECEMBER, 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 NANAIMO FIRST NATION,
AS REPRESENTED BY ITS CHIEF**
(hereinafter referred to as the "Nanaimo First Nation")

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

WHEREAS the Parties recognize that Nanaimo First Nation has a role in the determination of the level and quality of the policing services which it receives 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 the applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act R.S.C., 1985, c.I-5 for any of the purposes 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 accrued or may accrue to any of the Parties;

WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable a Member deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nanaimo First Nation;

AND WHEREAS Canada and the Province intend to enter into a Community Tripartite Agreement with the Nanoose First Nation to enable the same Member deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nanoose First Nation as well as the Nanaimo First Nation.

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 article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"By-Law" means the by-laws enacted by the Band Council of the Nanaimo First Nation pursuant to the Indian Act;

"Band Council" means the Band Council of the Nanaimo First Nation;

"Commander" means the RCMP Member in charge of the Nanaimo 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 Group" means the group established under section 7 of this Agreement;

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

"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;

"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 British Columbia responsible for policing services in the Province;

"Nanaimo 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 Nanaimo First Nation and that has prescribed territorial boundaries;

"Nanaimo First Nation" means the Nanaimo Band number 648, which has been established pursuant to the Indian Act;

"Nanaimo First Nation Territory" means the Gabriola Island Reserve number 5, Ma-Guala Reserve number 6, Nanaimo River Reserve number 2, Nanaimo River Reserve number 3, Nanaimo River Reserve number 4, Nanaimo Town Reserve number 1, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"Nanoose First Nation" means the Nanoose Band number 649, which has been established pursuant to the Indian Act;

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

"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;

- 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 the Nanaimo First Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province 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 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: 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, 1998 unless it is terminated pursuant to section 13 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 52% of the Actual Costs of a complement of .5 of a Member of the RCMP First Nations Community Policing Service for the Nanaimo First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of .5 of a Member of the RCMP First Nations Community Policing Service for the Nanaimo First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF NANAIMO BAND COUNCIL

- 6.1 The Band Council of the Nanaimo First Nation or its designated representative will, pursuant to the provisions of this Agreement:
- (a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and
 - (c) provide a work station for the use of the member of the RCMP-First Nations Community Policing Service who will be providing policing services to the Nanaimo First Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

- 7.1 The Community Consultative Group to be established by the Nanaimo First Nation should be representative of the community and may include participants who are elders, women and youth.
- 7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:
- (a) identify policing issues and concerns to a representative of the RCMP Nanaimo Detachment;
 - (b) work with the RCMP Nanaimo Detachment in seeking solutions to community issues and concerns; and
 - (c) work with the RCMP to develop, in consultation with a representative of the RCMP Nanaimo Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.
- 7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

- (a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to both the Nanaimo and the Nanoose First Nations pursuant to this Agreement and a Community Tripartite Agreement between Canada, the Province and the Nanoose First Nation as soon as practicable within six(6) months from the signing of this Agreement;
- (b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to the Nanaimo and the Nanoose First Nations is culturally compatible with the community;
- (c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Nanaimo and Nanoose First Nations and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time equally to the policing needs of the Nanaimo and Nanoose First Nations and that at least 80% of this time shall be spent within the boundaries of the Nanaimo First Nations Territory and the Nanoose First Nation Territory;
- (e) ensure that the time spent outside of the Nanaimo First Nation Territory and the Nanoose First Nation Territory boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of Nanaimo and Nanoose First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Nanaimo Detachment;
- (f) ensure that regular status reports detailing the policing services provided for Nanaimo First Nation are supplied on a monthly basis to the Band Council of the Nanaimo First Nation or its designated representative and the Community Consultative Group;
- (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 Community Consultive Group; and

- (h) enforce present or future by-laws enacted by the Band Council of the Nanaimo First Nation pursuant to the following sections of the Indian Act:
- (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,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that the Member providing service for the Nanaimo First Nation receives, in a timely manner, training to allow him or her to meet the needs of that community. 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 the Nanaimo First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Nanaimo First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.
- 9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Member 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 in his or her capacity as a Member 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 applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and
- (h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

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

- (a) the Member assigned to the Nanaimo and the Nanoose 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 Nanaimo Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of Nanaimo Detachment has the authority and responsibility for the personnel who provide the policing services for the Nanaimo First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Nanaimo Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The Nanaimo First Nation shall indemnify and save harmless Canada and the Province 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 Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Nanaimo First Nation, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.
- 11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

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:
 - Solicitor General Canada
 - 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
 - Fax: 604-387-6411

- (c) Nanaimo First Nation:
 - 145 Totem Road
 - Nanaimo, B.C.
 - V9R 1H1
 - Fax: 604-753-3492

SECTION 15: SAVING PROVISION

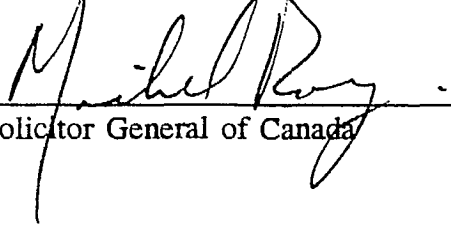
- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

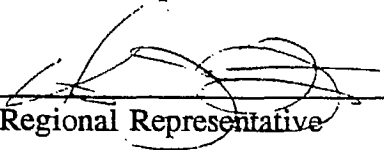
- 16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Nanaimo First Nation in such manner as they shall see fit.

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

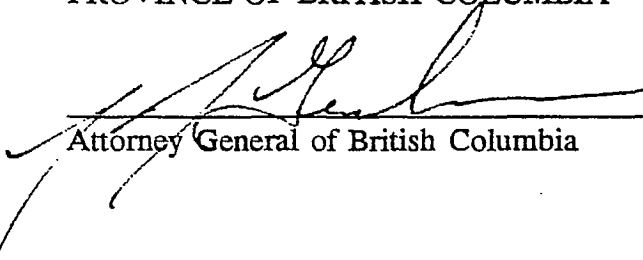


Solicitor General of Canada

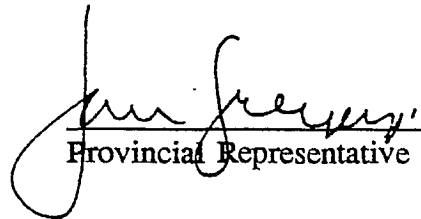


Regional Representative

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



Attorney General of British Columbia




Provincial Representative

THE NANAIMO FIRST NATION:



The Chief of the Nanaimo Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED
BY THE COMMISSIONER



Commissioner

SECTION 4

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

NISGA'A TRIBAL COUNCIL

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 21st DAY OF December 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 NISGA'A TRIBAL COUNCIL, ACTING ON BEHALF OF THE
BANDS AND COUNCILS OF GITWINKSIHLKW, LAKALZAP AND
GITLAKDAMIX**

AS REPRESENTED BY THEIR CHIEF COUNCILLORS
(hereinafter referred to as the "Nisga'a Nation")

of the third part

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

WHEREAS the Parties recognize that the Nisga'a Nation 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 the applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act, R.S.C., 1985, c.1-5 for any of the purposes 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 accrued or may accrue to any of the Parties;

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 Nisga'a Nation.

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 article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"Band Councils" means the Band Councils of the Gitwinksihlkw, Lakalzap, and Gitlakdamix Bands;

"By-Law" means the by-laws enacted by the Band Councils of the Gitwinksihlkw, Lakalzap, and Gitlakdamix Bands pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Commander" means the RCMP Member in charge of the New Aiyansh 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 Group" means a group established under section 7 of this Agreement;

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

"**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;

"**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 British Columbia responsible for policing services in the Province;

"**New Aiyansh 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 Nisga'a Nation and that has prescribed territorial boundaries;

"**Nisga'a Nation**" means the Gitwinksihlkw Band Number 679, the Lakalzap Band Number 678 and the Gitlakdamix Band Number 677, which have been established pursuant to the Indian Act;

"**Nisga'a Nation Territory**" means the:

- Amaral Reserve number 46,
- Amaral Reserve number 47,
- Gish Creek Reserve number 45,
- Gwinaha Reserve number 44,
- Gitwinksihlkw (Canyon City) Reserver number 7,
- Zaulzap Reserve number 29,
- Zaulzap Reserve number 29A,
- Andegulay Reserve number 8,
- Andegulay Reserve number 8A,
- Lachkalsap Reserve number 9,
- Aiyansh (Kitladas) Reserve number 1,
- Aiyansh Reserve number 83,
- Aiyansh Reserve number 87,
- Amatal Reserve number 5,
- Amatal Reserve number 6,
- Anokswok Reserve number 59,
- Gitsheoaksit Reserve number 68,
- Gitquinmiyaue Reserve number 76,

Gwindebilk Reserve number 51,
 Gwingag Reserve number 53,
 Gwinkbawaueast Reserve number 5,
 Gwinnauz Reserve number 52,
 Kinyug Reserve number 57,
 Kitladamax Reserve number 1A,
 Ksilamisk Reserve number 89,
 Kwinamuck Reserve number 49,
 Kzimeng Reserve number 82,
 Lakksgamal Reserve number 85,
 Lakksgamal Reserve number 86,
 Lakksgamal Reserve number 88,
 New Aiyansh Reserve number 1,
 Quinogag Reserve number 61,
 Sanklksgmal Reserve number 80,
 Seaks Reserve number 3,
 Seaks Reserve number 60,
 Shumal Creek Reserve number 81,
 Shumal Creek Reserve number 84,
 Shumal Creek Reserve number 4,
 Taylor Lake Reserve number 50,
 Tsimmanweenclit Reserve number 2,
 Voilnadamtk Reserve number 48,

which are "reserves" as defined in subsection 2(1) of the Indian Act;

"Nisga'a Tribal Council" means a body duly incorporated under the laws of the province of British Columbia acting on behalf of the Band Councils of the Gitwinksihlkw Band No. 679, the Lakalzap Band No. 678, and the Gitlakdamix Band No. 677;

"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;

- 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 the Nisga'a Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province 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 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: 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, 1998, unless it is terminated pursuant to section 13 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 52% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Nisga'a Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Nisga'a Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BAND COUNCILS OF THE NISGA'A NATION

- 6.1 The Band Councils of the Nisga'a Nation or their designated representatives will, pursuant to the provisions of this Agreement:
- (a) each establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;
 - (b) determine the terms of reference of their respective Community Consultative Group within sixty (60) days of the signing of this Agreement; and
 - (c) provide a work station for the use of the members of the RCMP - First Nations Community Policing Service who will be providing policing services to the Nisga'a Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

- 7.1 The Community Consultative Groups to be established by the Nisga'a Nation should be representative of the respective communities and may include participants who are elders, women and youth.
- 7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Groups will be to:
- (a) identify policing issues and concerns to a representative of the RCMP New Aiyansh Detachment;
 - (b) work with the RCMP New Aiyansh Detachment in seeking solutions to community issues and concerns; and
 - (c) work with the RCMP to develop, in consultation with a representative of the RCMP New Aiyansh Detachment, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.
- 7.3 The Community Consultive Groups will meet as they deem necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

- (a) assign two(2) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Nisga'a Nation pursuant to this Agreement as soon as practicable within six(6) 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 the Nisga'a Nation are culturally compatible with the respective communities;
- (c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Nisga'a Nation and the Commanding Officer or his or her 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 the Nisga'a Nation and that at least 80% of this time shall be spent within the boundaries of the Nisga'a Nation Territory;
- (e) ensure that the time spent outside of the Nisga'a Nation Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Nisga'a Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of New Aiyansh Detachment;
- (f) ensure that regular status reports detailing the policing services provided for Nisga'a Nation are supplied on a monthly basis to the respective Band Councils of the Nisga'a Nation or their respective designated representatives, the Nisga'a Tribal Council and the Community Consultative Groups;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils, the Nisga'a Tribal Council and the Community Consultative Groups; and

- (h) enforce present or future by-laws enacted by the Band Councils of the Nisga'a 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,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that Members providing service for Nisga'a Nation 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 Nisga'a Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Nisga'a Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, 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 the applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and
- (h) work with the Community Consultive Groups towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

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

- (a) the Members assigned to the Nisga'a 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 New Aiyansh Detachment will ensure that the policing needs of the communities are met;
- (b) the Commander of New Aiyansh Detachment has the authority and responsibility for the personnel who provide the policing services for the Nisga'a Nation; and

- (c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commander of New Aiyansh Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The Nisga'a Nation shall indemnify and save harmless Canada and the Province 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 Community Consultative Groups or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Nisga'a Nation, the Community Consultative Groups and their respective members, employees, officers or agents in the performance of this Agreement.
- 11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

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:

Solicitor General Canada
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
Fax: 604-387-6411

(c) Nisga'a Tribal Council:

Box 231
New Aiyansh, B.C.
V0J 1A0
Fax: 604-633-2367

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.

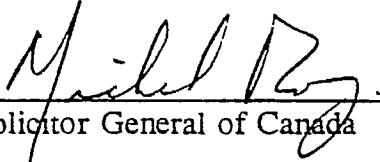
15.2 Nothing in this agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.


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 the Nisga'a Tribal Council in such manner as they shall see fit.

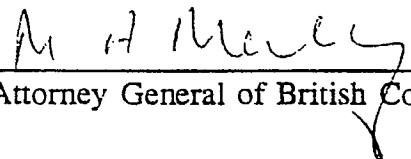
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

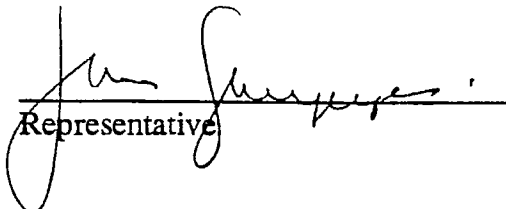
HER MAJESTY THE QUEEN IN RIGHT OF CANADA


Solicitor General of Canada

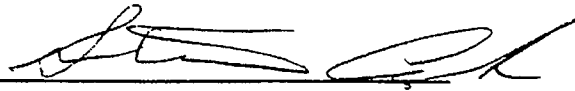

Regional Representative

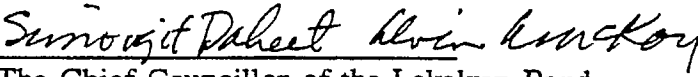
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA


Attorney General of British Columbia

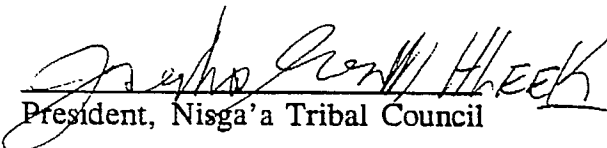

Representative

THE NISGA'A NATION:



The Chief Councillor of the Gitwinksilhkw Band


The Chief Councillor of the Lakalzap Band


The Chief Councillor of the Gitlakdamix Band


President, Nisga'a Tribal Council

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER


Commissioner

SECTION 5

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

FILE HILLS AGENCY FIRST NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 1ST DAY OF DEC, 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 FILE HILLS AGENCY INC., A DULY INCORPORATED BODY UNDER THE LAWS
OF SASKATCHEWAN, ACTING ON BEHALF OF THE BANDS AND COUNCILS OF
CARRY THE KETTLE NAKOTA FIRST NATIONS, PEEPEEKISIS CREE FIRST
NATIONS, OKANESE CREE FIRST NATION, STAR BLANKET CREE FIRST NATIONS
AND LITTLE BLACK BEAR CREE/ASSINIBOINE FIRST NATION AS REPRESENTED
BY THEIR CHIEFS AND COUNCILS
(hereinafter referred to as the "File Hills Agency 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 File Hills Agency First Nations Territories consistent with the needs of the File Hills Agency 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 the shared responsibilities to maintain peace and good order in First Nations Territories, and that the File Hills Agency 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 the File Hills Agency First Nations is to establish a First Nation administered Police Service for the File Hills Agency 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 a First Nation administered 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 File Hills Agency 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.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nations Community Policing Service during the term of this Agreement;

"Balcarres Detachment" means the organizational component of the sub-division or division of the RCMP which is assigned the joint responsibility, with the Indian Head Detachment, for the provision of police services within the File Hills Agency First Nations and that has prescribed territorial boundaries and includes the File Hills Agency (Okanese) RCMP First Nations Community Police Service;

"Band Councils" means the councils of the File Hills Agency First Nations;

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

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

"Commander of the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service" means the RCMP Member in charge of the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service who reports to the Commander of Indian Head Detachment;

"Commander of the File Hills Agency (Okanese) RCMP First Nations Community Police Service" means the RCMP Member in charge of the File Hills Agency (Okanese) RCMP First Nations Community Police Service who reports to the Commander of the Balcarres Detachment;

"Commander of the Indian Head Detachment" means the RCMP Member in charge of the Indian Head 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;

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

"File Hills Agency First Nations" means File Hills Agency Inc., being a duly incorporated body under the laws of Saskatchewan, acting on behalf of the Carry the Kettle Nakota First Nations, Band number 378, Peepeekisis Cree First Nations, Band number 384, Okanese Cree First Nation, Band number 382, Star Blanket Cree First Nations, Band number 387, and Little Black Bear Cree/Assiniboine First Nation, Band number 379, which have been established pursuant to the Indian Act;

"File Hills Agency First Nations Territory" means the Assiniboine Reserve number 76, Peepeekisis Reserve number 81, Okanese Reserve number 82, Star Blanket Reserve number 83, Wa-Pii Moos-Toosis Reserve number 83A and Little Black Bear Reserve number 84, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"File Hills Agency RCMP First Nations Community Police Services" means the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service and the File Hills Agency (Okanese) RCMP First Nations Community Police Service;

"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;

"Indian Head Detachment" means the organizational component of the sub-division or division of the RCMP which is assigned the joint responsibility, with the Balcarres Detachment, for the provision of police services within the File Hills Agency First Nations and that has prescribed territorial boundaries and includes the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service;

"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;

"Parties" means Canada, the Province and the File Hills Agency First Nations;

"Police Management Board" means the group established under section 7 of this Agreement;

"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 File Hills Agency First Nations and the establishment of the File Hills Agency RCMP First Nations Community Police Services 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 52% of the Actual Costs of a complement of five (5) Members of the RCMP First Nations Community Policing Service for the File Hills Agency First Nations and the provision of the File Hills Agency RCMP First Nations Community Police Services in accordance with the terms and conditions set out in the Framework Agreement.
- 4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the File Hills Agency First Nations:
- (a) on April 1 of each fiscal year, an amount not to exceed \$4,160 in each fiscal year 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;

- (b) on April 1 of each fiscal year, an amount not to exceed \$15,600 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 \$2000 per month for the salaries or honorarium of its members and \$6000 per year in travel costs; and
- (c) on April 1 of each fiscal year, 52% of the funding for a clerk-stenographer position for the File Hills Agency RCMP First Nations Community Police Services in an amount not to exceed the following levels:
 - (i) \$10,140 towards the salary and \$1,535.04 towards the benefits in fiscal year 1994/95;
 - (ii) \$11,180 towards the salary and \$1,677 towards the benefits in fiscal year 1995/96; and
 - (iii) \$12,740 towards the salary and \$1,833 towards the benefits in fiscal year 1996/97.

4.3 The funds for the clerk-stenographer referred to in paragraph 4.2(c) shall be allotted to provide for two fifths of a position at File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service and three fifths of a position at File Hills Agency (Okanese) RCMP First Nations Community Police Service.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of five (5) Members of the RCMP First Nations Community Policing Service for the File Hills Agency First Nations and the provision of the File Hills Agency RCMP First Nations Community Police Services in accordance with the terms and conditions set out in the Framework Agreement.
- 5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the File Hills Agency First Nations:
 - (a) on April 1 of each fiscal year, an amount not to exceed \$3,840 in each fiscal year 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;

- (b) on April 1 of each fiscal year, an amount not to exceed \$14,400 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 \$2000 per month for the salaries or honorarium of its members and \$6000 per year in travel costs; and
- (c) on April 1 of each fiscal year, 48% of the funding for a clerk stenographer position for the File Hills Agency RCMP First Nations Community Police Services in an amount not to exceed the following levels:
 - (i) \$9,360 towards the salary and \$1,416.96 towards the benefits in fiscal year 1994/95;
 - (ii) \$10,320 towards the salary and \$1,548 towards the benefits in fiscal year 1995/96; and
 - (iii) \$11,760 towards the salary and \$1,692 towards the benefits in fiscal year 1996/97.

- 5.3 The funds for the clerk-stenographer referred to in section 5.2(c) shall be allotted to provide for two fifths of a position at File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service and three fifths of a position at File Hills Agency (Okanese) RCMP First Nations Community Police Service.
- 5.4 During the term of this Agreement, the Province will provide to the File Hills Agency First Nations, at the end of each fiscal year, copies of the appropriate documents which identify costs billed to Canada and the Province for the policing services provided to the File Hills Agency First Nations.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE FILE HILLS AGENCY FIRST NATIONS

- 6.1 The File Hills Agency 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;
 - (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;

- (c) use the funds provided by Canada and the Province under this Agreement only for the purposes they were provided for;
 - (d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the File Hills Agency First Nations, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto; and
 - (e) on or before May 31 of each fiscal year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the fiscal year, showing the complete disposition of the funds for the past fiscal year;
 - (f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the fiscal year, to return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the fiscal year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes they were provided for;
 - (g) provide to each Band Council in the File Hills Agency First Nations, at the end of each fiscal year, a copy of the financial statement referred to in paragraph (e).
- 6.2 The File Hills Agency First Nations or their designated representatives shall provide police office facilities that meet the operational needs of the RCMP First Nations Community Policing Service at the following locations and up to the following limits:
- (a) at Carry the Kettle Nakota First Nation, up to a maximum of 500 square feet; and
 - (b) at Okanese Cree First Nation, up to a maximum of 768 square feet.
- 6.3 The File Hills Agency First Nations shall provide a clerk-stenographer who shall meet the job and other related requirements as determined by the RCMP. Cost sharing of this position shall be as determined in paragraphs 4.2(c) and 5.2(c).

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by the File Hills Agency 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 responsibilities of the Police Management Board will be to:
- (a) identify policing issues and concerns of the communities to a representative of the File Hills Agency RCMP First Nations Community Police Services;
 - (b) work with the File Hills Agency RCMP First Nations Community Police Services in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the File Hills Agency RCMP First Nations Community Police Services, 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 File Hills Agency RCMP First Nations Community Police Services.
- 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 extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in section 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.
- 7.5 The Police Management Board for the File Hills Agency First Nations shall consist of no less than five members.
- 7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The Community Support Services for the RCMP First Nation Community Policing Service will be provided by two or more Elders from the File Hills Agency First Nations who shall perform their duties as employees of the File Hills Agency First Nations.
- 8.2 The File Hills Agency First Nations agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 8.3 The candidates will be selected by the Police Management Board in consultation with the Commander of each of the File Hills Agency RCMP First Nations Community Police Services.
- 8.4 The Community Support Services will act as a liaison between the communities and the File Hills Agency RCMP First Nations Community Police Services and in so doing, enhance the role of the police in the communities. In particular, the Community Support Services will:
 - (a) provide Members of the File Hills Agency RCMP First Nations Community Police Services with spiritual and cultural advice on sensitive issues within the communities;
 - (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 communities on police related issues.
- 8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 40 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) assign five (5) members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the File Hills Agency First Nations pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement; two (2) of these Members will be deployed to the File Hills Agency (Carry the Kettle) RCMP First Nations Community Police Service and three (3) of these members will be deployed to the File Hills Agency (Okanese) RCMP First Nations Community Police Service;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the File Hills Agency 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 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 the File Hills Agency 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 communities boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the File Hills Agency First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commanders of Balcarres or Indian Head Detachments;
- (f) ensure that regular status reports detailing the policing services provided for the File Hills Agency First Nations are supplied on a monthly basis to the Band Councils or their designated representatives 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 Councils and the Police Management Board; and
- (h) enforce the by-laws made by the File Hills Agency 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.
- (i) rent office facilities provided by the File Hills Agency First Nations under section 6.2 at an annual rental rate of \$10.00 per square foot (\$107.64 per square meter); such rent shall form part of the actual costs.

9.2 The RCMP will ensure that Members providing service for the File Hills Agency 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 File Hills Agency First Nations.

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 the File Hills Agency 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 paragraph 9.1(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 when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, 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 the File Hills Agency 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 appropriate Commander of Balcarres or Indian Head Detachment will ensure that the policing needs of the communities are met;
- (b) the Commanders of Balcarres and Indian Head Detachments have the authority and responsibility for the personnel who provide the policing services for the File Hills Agency First Nations; and

- (c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commanders of the File Hills Agency RCMP First Nations Community Police Services or of Balcarres or Indian Head Detachments as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

- 12.1 The File Hills Agency First Nations shall indemnify and save harmless Canada and the Province 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 the Province 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.
- 12.4 The File Hills Agency First Nations shall, without limiting their obligations herein, insure their operations under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

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.
- 14.2 Upon termination of this Agreement by any party, the File Hills Agency First Nations agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes they were provided for.

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) File Hills Agency First Nations:
- File Hills Agency Inc.
 P.O. Box 750,
 Balcarres, Saskatchewan
 SOG 0C0

SECTION 16: SAVING PROVISION

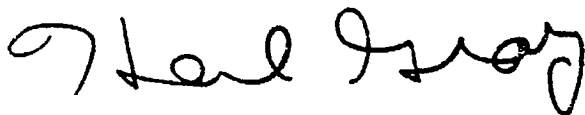
16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

SECTION 17: DISPUTES

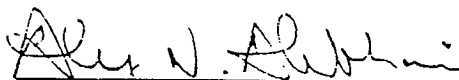
17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the File Hills Agency First Nations in such manner as they shall see fit.

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

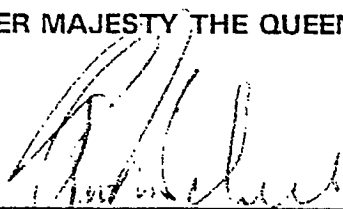


Solicitor General of Canada

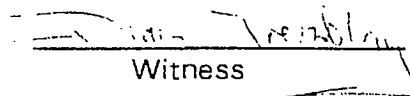


Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN




Minister of Justice



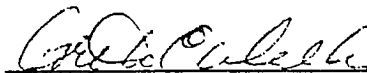
Witness

FILE AGENCY FIRST NATIONS AS REPRESENTED BY THE FOLLOWING CHIEFS:

THE CHIEF OF THE CARRY THE KETTLE NAKOTA FIRST NATION

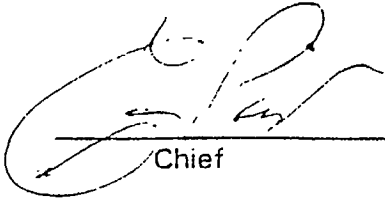


Chief

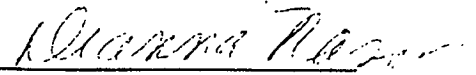


Witness

THE CHIEF OF THE PEEPEEKISIS CREE FIRST NATION

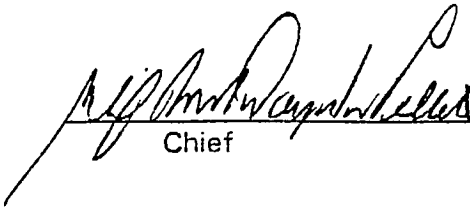


Chief

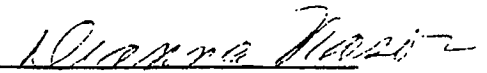


Witness

THE CHIEF OF THE OKANESE CREE FIRST NATION

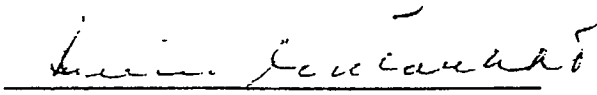


Chief

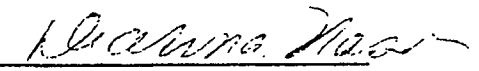


Witness

THE CHIEF OF THE STAR BLANKET CREE FIRST NATION

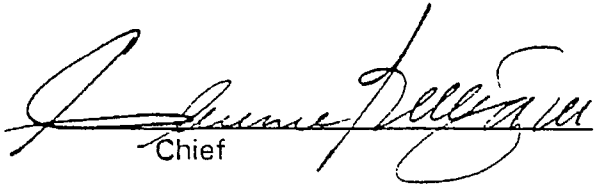


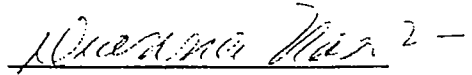
Chief




Witness

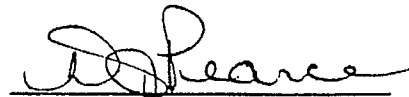
THE CHIEF OF THE LITTLE BLACK BEAR CREE/ASSINIBOINE FIRST NATION


Chief


Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER


Commissioner


Witness

SECTION 6

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

KA:'YU:'K'T'H' FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 27 DAY OF February, 1995

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 -

KA:'YU:'K'T'H' FIRST NATION,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as the "Ka:'Yu:'K'T'H' 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 the Ka:'Yu:'K'T'H' Territory consistent with the needs of Ka:'Yu:'K'T'H' First Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards, and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Ka:'Yu:'K'T'H' First Nation has 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 the applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, C.I-5 for any of the purposes 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 accrued or may accrue to any of the Parties;

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 Ka:'Yu:'K'T'H' First Nation.

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 article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"Band Council" means the Band Council of the Ka:'Yu:'K'T'H' First Nation;

"By-Law" means a by-law enacted by the Band Council of Ka:'Yu:'K'T'H' First Nation pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Commander" means the RCMP Member in charge of the Tahsis 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 Group" means the group established under section 7 of this Agreement;

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

"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;

"Ka:'Yu:'K'T'H' First Nation" means the Ka:'Yu:'K'T'H' First Nation Band number 638, which has been established pursuant to the Indian Act;

"Ka:'Yu:'K'T'H' Territory" means the:

Acous Reserve No. 1,
 Ahmacinnit Reserve No. 3,
 Amai Reserve No. 15,
 Artlish Reserve No. 12,
 Chamiss Reserve No. 7,
 Checkaklis Island Reserve No. 9,
 Granite Island Reserve No. 4,
 Grassy Island Reserve No. 17,
 Hisnit Reserve No. 4
 Houpsitas Reserve No. 6,
 Hub-toul Reserve No. 2A,
 Kaoowinch Reserve No. 10,
 Kaouk Reserve No. 13,
 Kashittle Reserve No. 9,
 Kayouk Reserve No. 8,
 Machta Reserve No. 16,
 Mahope Reserve No. 3,
 Malksope Reserve No. 7,
 Markale Reserve No. 14,
 Mission Island Reserve No. 2,
 Ououkinsh Reserve No. 5,
 Ouineex Reserve No. 8,
 Tahsish Reserve No. 11,
 Upsowis Reserve No. 6,
 Village Island Reserve No. 1,
 Yakats Reserve No. 5,

which are "reserves" 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, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Tahsis 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 Ka:'Yu:'K'T'H' First Nation and that has prescribed territorial boundaries;

"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;

- 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 the Ka:'Yu:'K'T'H' First Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province 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 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: 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, 1998, unless it is terminated pursuant to section 13 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 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Ka:'Yu:'K'T'H' First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Ka:'Yu:'K'T'H' First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF KA:'YU:'K'T'H' FIRST NATION COUNCIL

- 6.1 The Band Council of the Ka:'Yu:'K'T'H' First Nation or its designated representative will, pursuant to the provisions of this Agreement:
- (a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and
- 6.2 The Band Council or its designated representative shall provide the following facilities on the Ka:'Yu:'K'T'H' First Nation Territory, when available, that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner:
- (a) police facilities, the square footage of which shall be agreed to by the Parties to this Agreement; and
 - (b) one(1) residence for the use of the RCMP First Nations Community Policing Service Member.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

- 7.1 The Community Consultative Group to be established by the Ka:'Yu:'K'T'H' First Nation should be representative of the community and may include participants who are elders, women and youth.
- 7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:
- (a) identify policing issues and concerns of the community to a representative of the RCMP Tahsis Detachment;

- (b) work with the RCMP Tahsis Detachment in seeking solutions to community issues and concerns; and
- (c) work with the RCMP to develop, in consultation with a representative of the RCMP Tahsis Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

- (a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Ka:'Yu:'K'T'H' First Nation pursuant to this Agreement as soon as practicable within six (6) 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 the Ka:'Yu:'K'T'H' First Nation are culturally compatible with the community;
- (c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Ka:'Yu:'K'T'H' First Nation and the Commanding Officer or his or her designate;
- (d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Ka:'Yu:'K'T'H' First Nation and that at least 80% of this time shall be spent within the boundaries of the Ka:'Yu:'K'T'H' First Nation Territory;
- (e) ensure that the time spent outside of the Ka:'Yu:'K'T'H' First Nation Territory by the Member of the RCMP First Nations Community Policing Service will be related to the handling of Ka:'Yu:'K'T'H' First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Tahsis Detachment;

- (f) ensure that regular status reports detailing the policing services provided for Ka:'Yu:'K'T'H' First Nation are supplied on a monthly basis to the Band Council of the Ka:'Yu:'K'T'H' First Nation or its designated representative and the Community Consultative Group;
- (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 Community Consultative Group; and
- (h) enforce the present or future By-Laws enacted by the Ka:'Yu:'K'T'H' 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,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.
- (i) pay a fee for the use of police facilities when provided by Ka:'Yu:'K'T'H' First Nation under paragraph 6.2(a) at an annual rate of \$10.00 per square foot(\$107.64 per square metre); such fee shall form part of Actual Costs; and
- (j) pay a fee for the use of one(1) residence when provided by the Band Council under paragraph 6.2(b) at a rate to be agreed to by the Parties in an agreement with the RCMP; such fee will form part of the Actual Costs.

- 8.2 The RCMP will ensure that Members providing service for Ka:'Yu:'K'T'H' First Nation 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 Ka:'Yu:'K'T'H' First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Ka:'Yu:'K'T'H' First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.
- 9.2 In addition to the "Role and Responsibilities of the RCMP", as described in section 8, the Member 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 in his or her capacity as a Member 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 the applicable federal and provincial laws and such By-Laws referred to in paragraph 8.1(h); and
 - (h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

- 10.1 During the term of this Agreement it shall be acknowledged by the Parties that:
- (a) the Member assigned to the Ka:'Yu:'K'T'H' 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 Tahsis Detachment will ensure that the policing needs of the community are met;
 - (b) the Commander of Tahsis Detachment has the authority and responsibility for the personnel who provide the policing services for the Ka:'Yu:'K'T'H' First Nation; and
 - (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Tahsis Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The Ka:'Yu:'K'T'H' First Nation shall indemnify and save harmless Canada and the Province 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 Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Ka:'Yu:'K'T'H' First Nation Band Council, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.
- 11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

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:
Solicitor General Canada
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
Fax: 604-387-6411

- (c) Ka:'Yu:'K'T'H' First Nation:
The Chief
General Delivery
Kyuquot, B.C.
VOP 1J0
Fax: 604-397-2769

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.

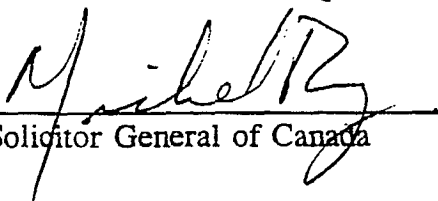
15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

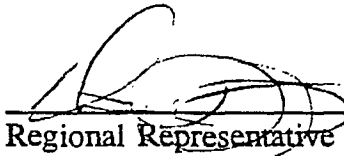
SECTION 16: DISPUTES

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 the Ka:'Yu:'K'T'H' First Nation in such manner as they shall see fit.

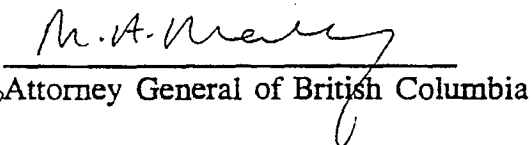
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

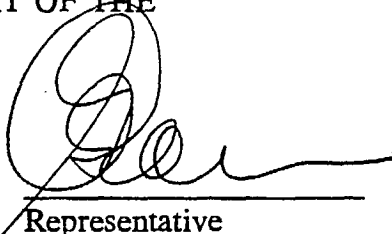
HER MAJESTY THE QUEEN IN RIGHT OF CANADA


Solicitor General of Canada

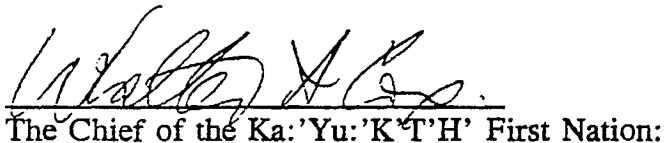

Regional Representative

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


Attorney General of British Columbia

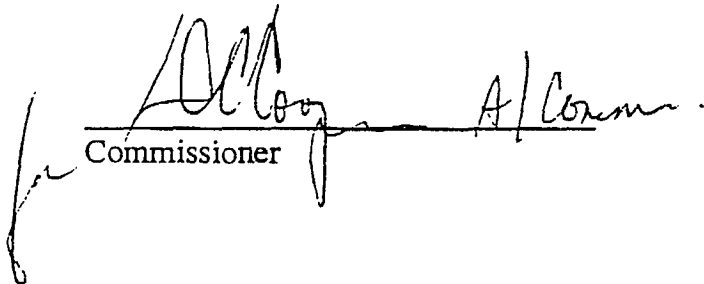

Representative

THE KA:'YU:'K'T'H' First Nation:


The Chief of the Ka:'Yu:'K'T'H' First Nation:



ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED
BY THE COMMISSIONER


Commissioner

SECTION 7

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

CANIM LAKE INDIAN BAND

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 17 DAY OF March, 1995

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 CANIM LAKE INDIAN BAND,
AS REPRESENTED BY ITS CHIEF AND COUNCIL**
(hereinafter referred to as the "Canim Lake Indian Band")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Canim Lake Territory consistent with the needs of Canim Lake Indian Band, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards, and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Canim Lake Indian Band has a role in the determination of the level and quality of the policing services which it receives 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 the applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, C.I-5 for any of the purposes 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 accrued or may accrue to any of the Parties;

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 Canim Lake Indian Band.

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 article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"Band Council" means the Band Council of the Canim Lake Indian Band;

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

"Canim Lake Indian Band" means the **Canim Lake** Band number 713, which has been established pursuant to the Indian Act;

"Canim Lake Territory" means the
 Canim Lake Reserve No. 1,
 Canim Lake Reserve No. 2,
 Canim Lake Reserve No. 3,
 Canim Lake Reserve No. 4,
 Canim Lake Reserve No. 5,
 Canim Lake Reserve No. 6,

which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Commander**" means the RCMP Member in charge of the 100 Mile House 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 Group**" means the group established under section 7 of this Agreement;

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

"**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;

"**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;

"**100 Mile House Detachment**" means the organizational component of the subdivision or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Canim Lake Indian Band and that has prescribed territorial boundaries.

"**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;

- 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 is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province dated April 1, 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.
- 2.2 This Agreement applies to the provision of policing services for the Canim Lake Indian Band and forms part of Schedule "B" to the Framework 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, 1998, unless it is terminated pursuant to section 13 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 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Canim Lake Indian Band in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Canim Lake Indian Band in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF CANIM LAKE BAND COUNCIL

- 6.1 The Band Council of the Canim Lake Indian Band or its designated representative will, pursuant to the provisions of this Agreement:
- (a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement.
 - (c) provide a work station for the use of the Members of the RCMP First Nations Community Policing Service who will be providing policing services to the Canim Lake First Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

- 7.1 The Community Consultative Group to be established by the Canim Lake Indian Band should be representative of the community and may include participants who are elders, women and youth.
- 7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:
- (a) identify policing issues and concerns of the community to a representative of the RCMP 100 Mile House Detachment;
 - (b) work with the RCMP 100 Mile House Detachment in seeking solutions to community issues and concerns; and
 - (c) work with the RCMP to develop, in consultation with a representative of the RCMP 100 Mile House Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.
- 7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

- (a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Canim Lake Indian Band pursuant to this Agreement as soon as practicable within six (6) 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 the Canim Lake Indian Band are culturally compatible with the community;
- (c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Canim Lake Indian Band and the Commanding Officer or his or her designate;
- (d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Canim Lake Band in the Canim Lake Territory defined in this Agreement and at least 80% of this time shall be spent within the boundaries of the Canim Lake Territory of the Band as defined in this Agreement;
- (e) ensure that the time spent outside of the community's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Canim Lake Indian Band policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of 100 Mile House Detachment;
- (f) ensure that regular status reports detailing the policing services provided for Canim Lake Indian Band are supplied on a monthly basis to the Band Council of the Canim Lake Indian Band or its designated representative and the Community Consultative Group;
- (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 Community Consultative Group; and

- (h) enforce the present or future Band By-Laws enacted by the Canim Lake Indian Band 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,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve; and

8.2 The RCMP will ensure that the Member providing service for Canim Lake Indian Band receive, in a timely manner, training to allow them to meet the needs of that community. 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 Canim Lake Indian Band.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Canim Lake Indian Band to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.
- 9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Member 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 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 the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 8.1.(h); and
- (h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

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

- (a) the Members assigned to the Canim Lake Indian Band 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 100 Mile House Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of 100 Mile House Detachment has the authority and responsibility for the personnel who provide the policing services for the Canim Lake Indian Band; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of 100 Mile House Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The Canim Lake Indian Band shall indemnify and save harmless Canada and the Province 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 Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Canim Lake Indian Band (or Band Council), the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.
- 11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

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:
 - Solicitor General Canada
 - 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
 - Fax: 604-387-6411

- (c) Canim Lake Indian Band:
 - The Chief
 - P.O. Box 1030
 - 100 Mile House, B.C
 - V0K 2E0
 - Fax: 604-397-2769

SECTION 15: SAVING PROVISION

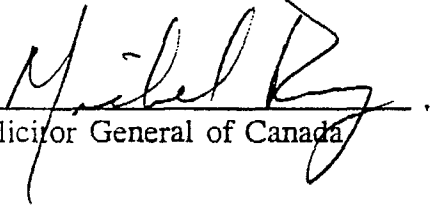
- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.


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 the Canim Lake Indian Band in such manner as they shall see fit.

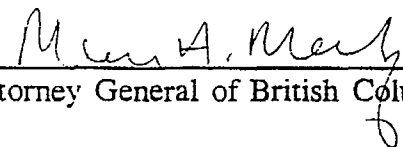
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

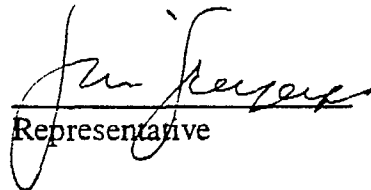
HER MAJESTY THE QUEEN IN RIGHT OF CANADA


Solicitor General of Canada



Regional Representative

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

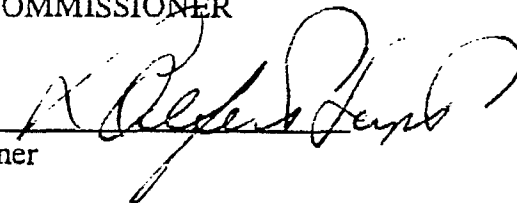

Attorney General of British Columbia


Representative

THE CANIM LAKE INDIAN BAND AS REPRESENTED BY ITS CHIEF:


Chief

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED
BY THE COMMISSIONER


Commissioner

SECTION 8

**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 MANITOBA**

October 1, 1994

PROVINCE OF MANITOBA

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of October 1, 1994

BETWEEN:

**THE GOVERNMENT OF CANADA (herein called "Canada"),
OF THE FIRST PART,**

AND

**THE GOVERNMENT OF THE PROVINCE OF MANITOBA
(herein called the "Province"),
OF THE SECOND PART.**

WHEREAS Canada and the Province:

- 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, economical and responsive to the unique needs of these communities;
- 3) recognize the importance of providing policing services to First Nations Communities in the Province of Manitoba in accordance with the federal First Nations Policing Policy (1991) through the RCMP First Nations Community Policing Service;
- 4) recognize that First Nations Communities have a role in the administration and management of their policing services and recognize the necessity of entering into discussions 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 First Nations Communities in the Province of Manitoba, and, therefore agree, to enter into a tripartite process for the negotiation of policing arrangements which will lead to greater responsibility and accountability of policing services to First Nations Communities in the Province of Manitoba;
- 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;
- 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 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 of Manitoba through the RCMP First Nations Community Policing Service;
- 9) recognize that the policing services provided to First Nations Communities include the enforcement of applicable federal and provincial statutes, as well as applicable present or future band by-laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any of the purposes 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 accrued or may accrue to Canada, the Province or any First Nations Community;

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 of Manitoba and in carrying into effect the laws in force therein;

AND 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;

AND 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;

AND WHEREAS Section 15 of The Provincial Police Act (Manitoba) provides that the Attorney General of Manitoba 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 Service;

AND WHEREAS by Order in Council 210/1995 dated March 22, 1995 the Lieutenant Governor in Council authorized the Minister of Justice and the Attorney General of Manitoba to enter into this Agreement on behalf of the Government of Manitoba;

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 of Manitoba, appointed by the Commissioner to command the Division;
- e) **"Commander"** means the RCMP Member in charge of a Detachment who manages the physical, financial and human resources of the Detachment;
- f) **"Commissioner"** means the Commissioner of the RCMP;
- g) **"Community Tripartite Agreement"** means an agreement entered into between Canada, the Province and a First Nations Community for the provision of the RCMP First Nations Community Policing Service and which upon execution shall be attached hereto as part of Schedule "B";
- h) **"Detachment"** means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;

- i) **"Division"** means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province of Manitoba;
- j) **"External Review Committee"** means the Committee as defined in the Royal Canadian Mounted Police Act (Canada);
- k) **"First Nations Community"** means a "band" as defined in section 2 of the Indian Act (Canada) and for the purposes of this Agreement includes certain Indian communities on Crown Lands;
- l) **"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;
- m) **"First Nations Territory"** means a "reserve" as defined in section 2 of the Indian Act (Canada) and for the purposes of this Agreement includes certain Indian communities on Crown lands;
- n) **"Fiscal Year"** means the period beginning on April 1 in any year and ending on March 31 in the next year;
- o) **"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 including members employed in the RCMP-FNCPS, special constables, special constable members, and civilians so appointed;
- p) **"Minister"** means the provincial Minister responsible for policing services in the Province of Manitoba;

- q) **"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 as defined under this Agreement;
- r) **"Municipal Policing Agreement"** means the written agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Municipal Police Services in the Province of Manitoba;
- s) **"Municipality"** means any city, town, village, hamlet or other organized area that is designated as such by any statute in force in the Province of Manitoba;

- t) **"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);
- u) **"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;
- v) **"Provincial Police Service Agreement"** means the written agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Provincial Police Services in the Province of Manitoba;
- w) **"Provincial Police Service"** means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Province of Manitoba, 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) Municipal Police Services provided under a separate agreement, and
 - vi) the RCMP First Nations Community Policing Service as defined under this Agreement;
- x) **"Public Complaints Commission"** means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);
- y) **"RCMP"** means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;
- z) **"RCMP First Nations Community Policing Service" or "RCMP-FNCPS"** means the aggregate of the resources, Members and Support Staff employed by Canada, in accordance with the First Nations Policing Policy, to provide policing services in the First Nations Communities 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) the Provincial Police Service, and
 - vi) the Municipal Police Service;

- aa) **"Salary"** includes Pension Contributions and employer's unemployment insurance contributions;
- bb) **"Solicitor General"** means the Solicitor General of Canada; and
- cc) **"Support Staff"** means all those persons who are employed by Canada in the Province of Manitoba 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 executed Community Tripartite Agreements.
- 2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain the RCMP First Nations Community Policing Service within the Province of Manitoba 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 Service 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" - Fiscal Year budget projection including the detachments and First Nations served by the RCMP First Nations Community Policing Service in the Province of Manitoba, the number of Members and Support Staff or as the same may be adjusted from time to time by the written agreement of the Parties in accordance with Article 16.0; and
- (b) Schedule "B" - Community Tripartite Agreements as may be entered into from time to time by Canada, the Province, and First Nations Communities.

3.2 An original signed copy of each executed Community Tripartite Agreement shall be attached hereto and shall, for the date of such Community Tripartite Agreement, be constituted as forming part of Schedule "B".

ARTICLE 4.0: SUBJECT MATTER

4.1 The 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 offenses 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 and the Province of Manitoba, 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 of Manitoba.
- 4.3 Where at the date of this Agreement, the Provincial Police Service is performing any duties or providing any services referred to in subarticle 4.2, in a First Nations Community that has signed a Community Tripartite Agreement, the RCMP-FNCPS shall continue to perform such duties and provide such services until such time as these duties and services are performed or provided by some other persons.
- 4.4 During the term of this Agreement, and at such times as they may mutually agree, the Commissioner and the Minister shall identify, discuss and, where it is mutually agreed to be feasible, the Province shall use its best efforts to implement alternative means by which the RCMP-FNCPS would cease to perform or provide the duties and services referred to in subarticle 4.2.
- 4.5 The Commanding Officer, with the concurrence of the Chief of the First Nations Community, acting reasonably and under exceptional circumstances, where sufficient Members of the Provincial Police Service are not available, may require that RCMP First Nations Community Policing Service Members assigned to such Community, provide assistance or special expertise temporarily to other police agencies in the Province of Manitoba, including the RCMP, however the policing needs of the Community shall continually be met pursuant to the Community Tripartite Agreement entered into with respect to such Community.

**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 in a First Nations Community which has entered into a Community Tripartite Agreement with Canada and the Province, shall meet the standard as determined by the Commissioner in consultation with the Minister and the Chief of the First Nations Community.
- 5.3 The level of policing service by the RCMP First Nations Community Policing Service in a First Nations Community which has entered into a Community Tripartite Agreement with Canada and the Province shall meet the level as determined by the Minister in consultation with the Solicitor General, the Commissioner and the Chief of the First Nations Community 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 determined by the Minister under subarticle 5.3 hereof shall not be less than the minimum standard as determined under subarticle 5.2 hereof.
- 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 of Manitoba.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

6.1 Canada shall:

- a) subject to an appropriation by Parliament and subject to any other terms of this Agreement, provide, in respect of each Fiscal Year that this Agreement is in force, 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to but not exceeding the amount set out in the total budget projection in Schedule "A" as may be adjusted from time to time in accordance with Articles 15.0 and 16.0 hereof;
- 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 all negotiations involving Canada, 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;
- d) with the agreement of the Minister and the Band Council of any First Nation Community affected, increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within 12 months from the date of any executed Community Tripartite Agreement; or
- e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable but no later than 12 months from:
 - i) the date of receipt of a notification to terminate a Community Tripartite Agreement, or

- ii) the date of 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 to First Nations Communities in the Province of Manitoba 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 PROVINCE

7.1 The Province shall:

- a) subject to an appropriation by the Legislative Assembly for the Province of Manitoba and subject to any other terms of this Agreement, pay to Canada during each Fiscal Year that this Agreement is in force, 48% of the Actual Costs of the RCMP First Nations Community Policing Service up to but not exceeding the amount set out in the total budget projection in Schedule "A" as may be adjusted from time to time in accordance with Articles 15.0 and 16.0 hereof;
- 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 all negotiations involving Canada, 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; and

- d) ensure that Canada's contribution to the provision of policing services to First Nations Communities in the Province of Manitoba 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 the objectives, priorities and goals of the Minister for the Provincial Police Service;
 - b) assist in the identification and implementation of community oriented policing initiatives; and
 - c) bring any concerns regarding the day-to-day policing of the First Nations Community to the attention of the Commander of the Detachment responsible for providing policing for that First Nations Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner shall:

- a) provide financial and administrative services and operational management for the day-to-day operations of the RCMP First Nations Community Policing Service;
- b) recruit, train, assign and supervise RCMP First Nations Community Policing Service Members to provide policing services to First Nations Communities;
- c) ensure that RCMP First Nations Community Policing Service Members will, subject to paragraph 9.1(d) hereof, devote all of their on duty time to the policing needs of First Nations Communities;
- d) ensure that any on duty time spent by Members of the RCMP First Nations Community Policing Service outside the boundaries of First Nations Communities will be related to the handling of First Nations Policing issues except if any or all of the following occur:
 - (i) where a specific incident occurs of an urgent and critical nature, requiring immediate response, in which case the duties will be determined by the Commander;
 - (ii) if the Commanding Officer requires any Member to provide temporary assistance or special expertise to other police agencies in accordance with subarticle 4.5 hereof, or
 - (iii) if any Member is receiving training in accordance with the terms and conditions of the Community Tripartite Agreement;

- e) provide to the Band Council of each First Nations 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;
- f) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Province of Manitoba prior to July 31st of each year, which annual report shall also include an inventory of equipment as referred to in subarticle 12.1, a detailed comparison of actual and budgeted expenditures, both direct and indirect, as set out in Article 10.0 of this Agreement together with explanations of all variances, and such other information as either the Solicitor General or the Minister, or both, directs; and
- g) 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 of Manitoba 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 Provincial Police Service Agreement and the objectives, priorities and goals of each respective 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 and such consultation shall occur as and when required by the Minister but in no case on less than a quarterly basis;

- d) provide the Minister with an annual report, by July 1st 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 of Manitoba 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 of Manitoba by any member of the public to the RCMP and 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 the first month immediately following the commencement of this Agreement 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;
- 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; and
- h) in a reasonable and timely way, provide the Minister with any information that comes into the possession of any RCMP-FNCPS Member employed in the Province of Manitoba and which affects the administration of justice in the Province of Manitoba; the information shall be provided in a manner and in a form to be agreed upon by the Commanding Officer and the Minister.

ARTICLE 10.0: BASIS OF ACTUAL COSTS CALCULATIONS

10.1 The Actual Costs for the purposes of this Agreement shall mean 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 of Manitoba including:
 - i) all operation and maintenance costs such as Salaries and wages, transportation and travel, information, professional services, equipment 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 Service in the Province of Manitoba including:
 - i) for the Fiscal Year 1994-95, or part thereof, the cost to Canada of Pension Contributions calculated as 13.9 % of pensionable salaries in respect of Members and calculated as 7.4 % of pensionable salaries in respect of federal public service employees; thereafter in subsequent Fiscal Years the cost of all Pension Contributions shall be such cost as determined by the applicable 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 in the Province of Manitoba for the Fiscal Year;
- iv) for the Fiscal Year 1994-95, or part thereof, 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 Policing Service in the Province of Manitoba for the Fiscal Year;
- v) 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 of Manitoba 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;
- vi) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Province of Manitoba 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;
- vii) 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 by the Minister and the Commissioner;
- viii) 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 in the Province of Manitoba for the Fiscal Year;
- ix) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Province of Manitoba as identified in Schedule "A";

- x) the cost of Support Staff as identified in Schedule "A";
- c) the cost of the RCMP First Nations Community Policing Service in the Province of Manitoba 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 The following shall be deducted from the Actual Costs payable by the Province and the Solicitor General in respect of the RCMP First Nations Community Policing Service:
- a) any refunds or reimbursements subsequently obtained by the RCMP with respect to any direct or indirect costs that were paid by the Province and the Solicitor General;
 - b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;
 - c) the respective cost sharing percentage 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 costs less than \$100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.
- 10.4 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 to Canada 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.

- 10.5 a) In the event that any Member employed in the RCMP First Nations Community Policing Service receives, by virtue of provincial legislation, the benefit of any statutory defence, 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.
- 10.6 Notwithstanding the provisions of subparagraphs 10.1 (a)(i) and 10.1 (b)(vi) 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 Service 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 or destroyed or is sold, transferred or otherwise disposed of 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 and the Solicitor General paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Province and the Solicitor General shall be credited their respective cost sharing percentage of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction, sale, transfer or disposal;
 - b) where the Province or the Solicitor General has not yet paid its full share of the purchase cost of the item, the Province and the Solicitor General shall be credited their respective cost sharing percentage of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Province or the Solicitor General, as the case may be, had paid up to the time of loss, damage, destruction, sale, transfer or disposal; and
 - c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(vii), the Province's and Solicitor General's 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 in the Province of Manitoba shall be recorded on an inventory list and, at the option of the Province, such equipment shall:
 - i) be transferred to the Province or its nominee 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 appraiser retained by Canada and who is acceptable to the Province, at the applicable cost-sharing ratio set out in subarticle 7.1;
- c) where any item of equipment that:
 - i) costs \$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 and the Solicitor General 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 appraiser retained by Canada and who is acceptable to the Province.

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 of Manitoba against the Criminal Code or the laws of the Province of Manitoba 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 operation and maintenance of the RCMP First Nations Community Policing Service.

- 14.2 The RCMP shall invoice the Province and the Solicitor General at their respective cost-sharing ratios 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 Actual Costs of the RCMP First Nations Community Policing Service for the relevant Fiscal Year.
- 14.3 Subject to subarticle 14.6, the amounts payable by the Province and the Solicitor General under subarticle 14.2 shall be due 60 days from the date of an invoice.
- 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 overpayment or underpayment 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 purposes of calculating the percentage shares of the Actual Costs under paragraphs 6.1(a) and 7.1(a), 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 of each year to establish the estimated Actual Costs of the RCMP First Nations Community Policing Service in the next ensuing Fiscal Year. This consultation shall include advice to the Minister pertaining to the 3-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 of Manitoba;
 - 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) promptly communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for such ensuing Fiscal Year, including:
 - i) all Actual Costs for the requested increases or decreases to the RCMP First Nations Community Policing Service in the Province of Manitoba, 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 Manitoba Consumer Price Index for the last twelve month period; and

- iii) a best estimate that reflects the most probable adjustments to Salaries of Members and Support Staff.

15.2 The Commissioner shall communicate the provisional estimate referred to in paragraph 15.1(b) 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 31st of each Fiscal Year.

15.3 The Commissioner shall, prior to February 1st 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 under subarticle 15.3, the budget projection shall be submitted to the Minister no later than thirty days prior to the Fiscal Year for which the budget projection pertains.

15.5 Where the Minister agrees with the budget projection provided by the Solicitor General under subarticle 15.4, Schedule "A" shall be amended pursuant to Article 16 to reflect the Actual Costs agreed upon for the Fiscal Year for which that budget projection was developed.

15.6 Where the Commissioner wishes to adjust a budget projection during any Fiscal Year, the Commissioner shall provide an adjusted budget projection, with explanations, to the Solicitor General.

- 15.7 Where the Solicitor General agrees with the adjusted budget projection referred to in subarticle 15.6, the adjusted budget projection shall be submitted to the Minister without delay.
- 15.8 If the Minister agrees with the adjusted budget projection referred to in subarticle 15.7, Schedule "A" shall be adjusted for that Fiscal Year pursuant to Article 16.0.
- 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)(vi).

ARTICLE 16.0: AMENDMENT

- 16.1 The provisions of this Agreement and of Schedule "A" hereto may be amended at any time by the written agreement of Canada and the Province.

ARTICLE 17.0: TERM OF AGREEMENT

- 17.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 17.4, this Agreement shall come into force on October 1, 1994 and shall continue in force until March 31, 1999.
- 17.2 At any time prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms as may be agreed to by the Parties.

- 17.3 Upon the written agreement of Canada and the Province prior to the expiry of this Agreement, the provisions of this Agreement will remain in force pending any renewal, extension or renegotiation.
- 17.4 This Agreement may be terminated effective March 31st in any year by one Party giving the other Party notice of such termination 12 months prior to the effective date of the intended termination.

ARTICLE 18.0: DISPUTES

- 18.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" or as amended in accordance with subarticle 16.0 hereof, 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 within 90 days.

ARTICLE 19.0: NOTICE

- 19.1 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 Legislative Building, Winnipeg, Manitoba.

ARTICLE 20.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

20.1 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 , Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Honourable Rosemary Vodrey, Minister of Justice and Attorney General of Manitoba, has hereunto set her 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

Shawn Stogberg-Gray
Witness

Herb Gray

Solicitor General of Canada

Date: April 20 / 95

SIGNED on behalf of the Province by the Honourable Rosemary Vodrey, Minister of Justice and Attorney General of Manitoba, in the presence of

A. J. Coleman
Witness

Rosemary Vodrey

Minister of Justice and Attorney General of Manitoba

Date: May 30, 1995

SCHEDULE A

**BUDGET PROJECTION FOR THE RCMP FIRST NATIONS
COMMUNITY POLICING SERVICE IN THE PROVINCE
TO PARTICIPATING FIRST NATIONS COMMUNITIES
1994 - 1995**

<u>DETACHMENT</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
<u>FIRST NATIONS COMMUNITY</u>		
1. "D" Division H.Q. Program Administrators	2	<u>\$221,274.53</u>
2. Support Staff	.5	<u>\$15,239.44</u>
BUDGET PROJECTION		<u>\$236,513.97</u>

SCHEDULE "B"

COMMUNITY TRIPARTITE AGREEMENTS

INDEX

SECTION 9

AGREEMENT BETWEEN

CANADA - BRITISH COLUMBIA

AND THE

HAIsla FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 8th DAY OF December, 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 HAISLA FIRST NATION
AS REPRESENTED BY THE CHIEF AND DEPUTY CHIEF
OF THE KITAMAAT VILLAGE COUNCIL
(hereinafter referred to as the "Haisla 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 the Kitamaat Territory consistent with the needs of the Haisla First Nation, the federal 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 the Haisla First Nation has 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 applicable 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 accrued or may accrue to any of the Parties;

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 Haisla First Nation.

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 article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

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

"**Commander**" means the RCMP Member in charge of the Kitimat 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 Group**" means the group established under section 7 of this Agreement;

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

"**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;

"**Haisla First Nation**" means the Kitamaat Band number 676, which has been established pursuant to the Indian Act;

"**Kitimat 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 Haisla First Nation and that has prescribed territorial boundaries;

"**Kitamaat Territory**" means the Klak-ak-siouks Reserve number 9, the Kitamaat Reserve number 2, Walth Reserve number 3, Tahla (Kildala) Reserve number 4, the Jugwees (Minette Bay) Reserve number 5, Bees Reserve number 6, Kitasa Reserve number 7, Kuaste (Mud Bay) Reserve number 8, Kildala River Reserve number 10, Henderson's Ranch Reserve number 11, Tosehka (Eagle Bay) Reserve number 12, Giltoyees Reserve number 13, Misgatlee (Foch Lagoon) Reserve number 14, Wekellals Reserve number 15, Kitlope Reserve number 16, Kemano Reserve number 17, Crab River (Crab Harbour) Reserve number 18, Gander island Reserve number 14 and Ja we yah's Reserve number 99, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Kitamaat Village Council**" means the elected Band Council of the Kitamaat Band;

"**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 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, R.S.C. 1985 c. R-10 and known as the Royal Canadian Mounted Police;

- 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 the Haisla First Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province 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 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: 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, 1998, unless it is terminated pursuant to section 13 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 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Haisla First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Haisla First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE KITAMAAT VILLAGE COUNCIL

- 6.1 The Kitamaat Village Council or its designated representative will, pursuant to the provisions of this Agreement:
- (a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;

- (b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and
- (c) provide a work station for the use of the Members of the RCMP First Nations Community Police Service who will be providing policing services to the Haisla First Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

- 7.1 The Community Consultative Group to be established by the Haisla First Nation should be representative of the community and may include participants who are elders, women and youth.
- 7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:
- (a) identify policing issues and concerns to a representative of the RCMP Kitimat Detachment;
 - (b) work with the RCMP Kitimat Detachment in seeking solutions to community issues and concerns; and
 - (c) work with the RCMP to develop, in consultation with a representative of the RCMP Kitimat Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.
- 7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

- 8.1 The RCMP will:
- (a) assign one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Haisla First Nation pursuant to this Agreement as soon as practicable within six (6) months from the signing of this Agreement;
 - (b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to the Haisla First Nation are culturally compatible with the community;

- (c) ensure that the process referred to in 8.1.(b) will be consensual and be effected through consultation between the Haisla First Nation or its delegate and the Commanding Officer of the Division or his or her delegate;
- (d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time to the policing needs of the Haisla First Nation and that at least 80% of this time shall be spent within the boundaries of the Kitamaat Territory;
- (e) ensure that the time spent outside of the community's boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of Haisla First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Kitimat Detachment;
- (f) ensure that regular status reports detailing the policing services provided for Haisla First Nation are supplied on a monthly basis to the Kitamaat Village Council of the Haisla First Nation or its designated representative and the Community Consultative Group;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Kitamaat Village Council and the Community Consultative Group; and
- (h) enforce the present or future by-laws made by the Kitamaat Village Council 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,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or

- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that Members providing service for Haisla First Nation receive, in a timely manner, training to allow them to meet the needs of the community. 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 Haisla First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Haisla First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.
- 9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, 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 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 the applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(g); and

- (h) work with the Community Consultative Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

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

- (a) the Member assigned to the Haisla 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 Kitimat Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of Kitimat Detachment has the authority and responsibility for the personnel who provide the policing services for the Haisla First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Kitimat Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The Haisla First Nation shall indemnify and save harmless Canada and the Province 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 Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Haisla First Nation or Kitimaat Village Council, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.
- 11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

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:

Solicitor General Canada
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
Fax: 604-387-6411

(c) Haisla First Nation:

Kitamaat Village Council
P.O. Box 1101
Kitamaat Village, British Columbia
V0T 2B0
Fax: 604-632-2840

SECTION 15: SAVING PROVISION

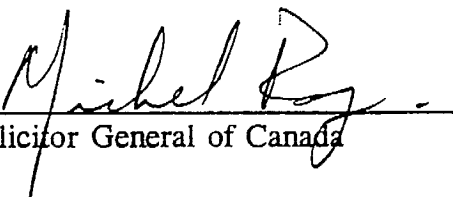
- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

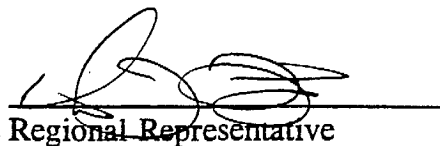
SECTION 16: DISPUTES

- 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 the Haisla First Nation in such manner as they shall see fit.

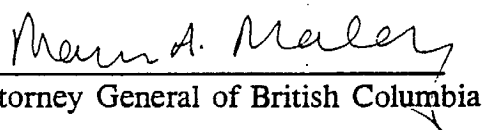
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

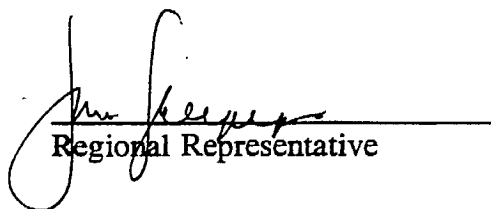
HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE SOLICITOR GENERAL OF CANADA


Solicitor General of Canada

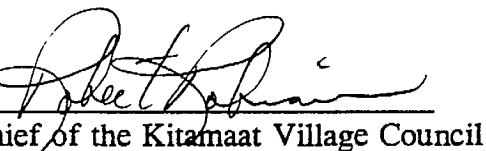

Regional Representative

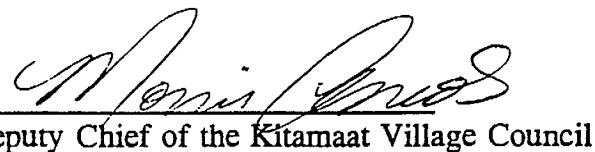
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA


Attorney General of British Columbia

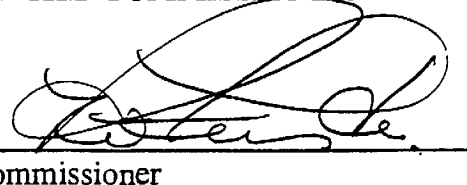

Regional Representative

THE HAISLA FIRST NATION AS REPRESENTED BY THE CHIEF AND DEPUTY CHIEF OF THE KITAMAAT VILLAGE COUNCIL


Chief of the Kitamaat Village Council


Deputy Chief of the Kitamaat Village Council

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER


Commissioner

