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

Volume 3

NO. 1995-08

Aboriginal Policing Series

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Solicitor General Canada
Ministry Secretariat

Canada

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

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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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SECTION 1

31 March 1995

**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 NOVA SCOTIA**

PROVINCE OF NOVA SCOTIA

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of April 1, 1994

BETWEEN:

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

AND

**THE GOVERNMENT OF THE PROVINCE OF NOVA SCOTIA
as represented by the Minister responsible for Aboriginal Affairs
and by the Minister of Justice and Attorney General of Nova Scotia
(herein called the "Province").**

WHEREAS Canada and the Province of Nova Scotia:

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

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

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

WHEREAS Section 11 of the Police Act (Nova Scotia) provides that the Governor in council of Nova Scotia may enter into an agreement with the Government of Canada for the employment of the Royal Canadian Mounted Police regarding the enforcement of laws in the Province;

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

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

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

- 1.1 In this agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:
- a) **"Actual Costs"** means those direct and indirect costs, as described in Article 10 of this agreement, incurred by the RCMP in providing policing services to First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;
 - b) **"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;
 - c) **"Commanding Officer"** means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;
 - d) **"Commissioner"** means the Commissioner of the RCMP;
 - e) **"Community Tripartite Agreement"** means an agreement annexed in Schedule "B" entered into between Canada, the Province, and a First Nations Community for the provision of the RCMP First Nations Community Policing Service;
 - f) **"Detachment"** means an organizational component of the division that has prescribed territorial boundaries and includes satellite and community service offices;
 - g) **"Division"** means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;
 - h) **"External Review Committee"** means the Committee as defined in the Royal Canadian Mounted Police Act (Canada);
 - i) **"First Nation Community"** means a "band" as defined in section 2 of the Indian Act and for the purposes of this Agreement includes certain Indian Communities on Crown land;

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

- q) **"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);
- r) **"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;
- s) **"Provincial Police Service Agreement"** means the agreement dated as of April 1, 1992 between Canada and the Province for the provision by Canada of Provincial Police Services;
- t) **"Provincial Police Service"** means the aggregate of the full and/or part time resources, Members and Support Staff employed by Canada to provide policing services in the Province, but does not include those full and/or part time resources, Members and Support Staff employed in:
- i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;
 - ii) national security investigation services;
 - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
 - iv) services provided to or on behalf of federal government departments;
 - v) a Municipal Police Service provided under a separate agreement; and
 - vi) the RCMP First Nations Community Policing Service provided under this Agreement;
- u) **"Public Complaints Commission"** means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);
- v) **"RCMP"** means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;

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

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

ARTICLE 2.0: APPLICATION

- 2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements.
- 2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a RCMP First Nations Community Policing Service within the Province during the term of this Agreement.

- 2.3 Canada is hereby authorized by the Province to carry out the powers and duties of the provincial police force for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

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

ARTICLE 4.0: SUBJECT MATTER

- 4.1 Those Members who form part of the RCMP First Nations Community Policing Service shall:
- a) perform the duties of peace officers; and
 - b) render such services as are necessary to:
 - i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and
 - ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the Province, be executed and performed by peace officers.

- 4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province.

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

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

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

- 6.1 Canada shall:
- a) subject to appropriation by Parliament and subject to any other terms of this Agreement, provide in respect to each Fiscal Year 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A";
 - b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;

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

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE PROVINCE

7.1 The Province shall:

- a) subject to appropriation by the Legislature and subject to any other terms of this Agreement, provide to Canada, during the term of this Agreement and in respect to each Fiscal Year 48% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A";
- b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;

- c) participate in any negotiations involving Canada and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services for First Nations Communities through the RCMP First Nations Community Policing Service; and
- d) ensure that Canada's contribution to the provision of policing services for First Nations Communities in the Province through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the Province in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A BAND COUNCIL

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

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

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner shall:

- a) provide financial and administrative services for the day-to-day operations of the RCMP First Nations Community Policing Service;
- b) recruit, train, assign and supervise RCMP First Nations Community Policing Service Members to provide policing services for First Nations Communities as set out in Schedule "A";

- c) ensure that RCMP First Nation Community Policing Service Members deployed full or part time in the RCMP First Nations Community Policing Service will devote all of their on duty time as a Member of the RCMP First Nations Community Policing Service to the policing needs of First Nations Communities and that at least 80% of this time shall be spent within the First Nations Territory's boundaries;
- d) provide to the Band Council of each First Nation Community, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Band Council on policing services provided for the community;
- e) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Province prior to July 31 of each fiscal year, which will include a detailed accounting of all expenditures for the RCMP First Nations Community Policing Service for the previous Fiscal Year, together with explanations of all variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures and such information as the Solicitor General directs; and
- f) upon receiving reasonable notice, provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

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

- a) act under the direction of the Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force therein;
- b) implement the objectives, priorities, and goals as determined by the Minister pursuant to the Provincial Police Service Agreement and the objectives, priorities and goals of the First Nations Community as determined pursuant to paragraph 8.1(a);
- c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and with respect to the financial reporting required by paragraph 9.2(f) on a monthly basis;

- d) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Province during the previous Fiscal Year;
- e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Province by any member of the public to the RCMP; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;
- f) in each Fiscal Year, commencing in July and monthly thereafter, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of future significant expenditures that are occurring or likely to occur; and
- g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over \$100,000, including its condition and any forecasted requirements for major repairs or replacement of such items.

ARTICLE 10.0: BASIS OF ACTUAL COST CALCULATIONS

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

- a) the direct cost of the RCMP First Nations Community Policing Service in the Province including:
 - i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and
 - ii) all costs of equipment purchased except where such cost is \$100,000 or more per item and where the Minister has requested that such cost be amortized;

- b) the indirect cost of the RCMP First Nations Community Policing Service, including:
- i) the cost to Canada of Pension Contributions in respect of Members and federal public service employees, as determined in accordance with the provisions of article 10.3.(b)(i) of the Provincial Police Service Agreement;
 - ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;
 - iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service;
 - iv) for the Fiscal Year beginning April 1, 1994 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying \$3500.00 by the average number of members employed in the RCMP First Nations Community Police Service in the Province for the Fiscal Year;
 - 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 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 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 between 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 for the Fiscal Year;
 - ix) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Province as identified in Schedule "A"; and
 - x) the cost of Support Staff;
- c) the cost of the RCMP First Nations Community Policing Service in the Province shall not include:
- i) the cost of construction of any buildings;
 - ii) the cost of interdivisional transfers of personnel or equipment;
 - iii) the costs of any civil action, compensation claim, ex gratia payment or claim for legal fees; and
 - iv) the costs of the Corps of Commissionaires employed primarily in the protection of federal buildings.

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

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

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

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

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

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

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

- a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;

- b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings; and proceedings under provincial laws; and
 - c) conveyance by a third party that is obtained by a Member of the First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.
- 10.6
- a) In the event that any member employed in the RCMP First Nations Community Policing Service receives the benefit of any statutory defence, such as that provided by the Police Act (Nova Scotia), to any claim or action and in connection therewith the Province may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the Province with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.
 - b) The Province shall promptly notify Canada of any claim or action referred to in paragraph (a).
 - c) If the Province should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the Province.
- 10.7 Notwithstanding the provisions of subparagraphs 10.1 a)i) and 10.1 b)vii) of this Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Services provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

- 11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.
- 11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.

- 11.3 Where any item of equipment that was purchased at any time by Canada at a cost of \$100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged, destroyed or removed from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:
- a) where the Province 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 percentages of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;
 - 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 percentages of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the Province had paid up to the time of loss, damage, destruction or removal; and
 - c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

12.1 In the event of the expiry or termination of this Agreement:

- a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service shall, at the option of the Province,
 - i) be transferred to the Province upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the Province for that item of equipment; or
 - ii) remain vested in Canada, in which case Canada shall credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;

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

Canada shall credit the Province and 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 appraisal obtained by Canada.

ARTICLE 13.0: JAILS AND LOCK-UPS

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

ARTICLE 14.0: METHOD OF PAYMENT

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

ARTICLE 15.0: FINANCIAL PLANNING

- 15.1 The Commanding Officer shall:
- a) consult with the Minister on or before September 1 each year to establish the estimated cost of the RCMP First Nations Community Policing Service in the upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost \$100,000 or more per item. The Commanding Officer shall consult the Minister on:

- i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Province as provided for in the Community Tripartite Agreements which are in force in the Province at the time of the consultation;
 - ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the Province including any financial restrictions or limitations placed upon the RCMP by the Province and/or Canada as agreed to by the Parties to Community Tripartite Agreements which may from time to time form part of Schedule "B" of this Agreement; and
 - iii) the basis of payment for any item of equipment costing \$100,000 or more per item and obtain the prior approval of the Minister before making any such expense;
- b) communicate the results of this consultation with the Minister to the Commissioner, who shall complete a provisional estimate for the next Fiscal Year, including:
- i) all direct costs for the requested increases or decreases to the RCMP First Nations Community Policing Service, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the Province;
 - ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and
 - iii) a best estimate that reflects the most probable adjustments to salaries.

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

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

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

ARTICLE 16.0: AMENDMENT

- 16.1 This Agreement 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 18.4, this Agreement shall come into force on April 1, 1994 and shall continue in force until March 31, 1998.

- 17.2 On or after March 31, 1997 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the parties.
- 17.3 Upon the written agreement of Canada and the Province the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.
- 17.4 This Agreement may be terminated on March 31 in any year by either party giving the other party notice of such termination 12 months prior to the date of the intended termination.

ARTICLE 18.0: DISPUTES

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

ARTICLE 19.0: NOTICE

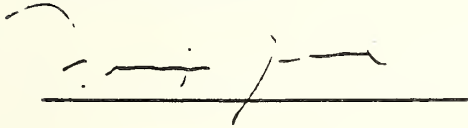
- 19.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:
- a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and
 - b) to the Province, by registered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

ARTICLE 20.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

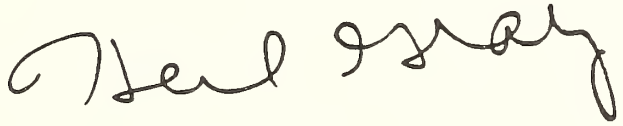
- 20.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

IN WITNESS WHEREOF the Honourable Herb Gray, P.C., Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Honourable John Savage, Minister of Aboriginal Affairs and the Honourable William Gillis, Minister of Justice and Attorney General of Nova Scotia have hereunto set their hands 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



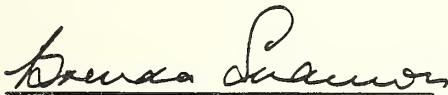
A handwritten signature, possibly of a witness, written in black ink above a horizontal line.



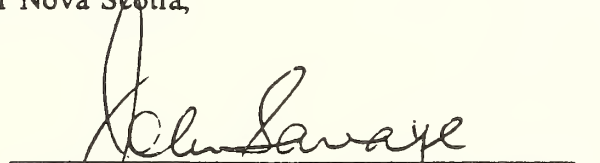
A handwritten signature of Herb Gray in black ink, written above a horizontal line.

Solicitor General of Canada

SIGNED on behalf of the Province
by the Honourable John Savage,
Minister responsible for Aboriginal Affairs
and the Honourable William Gillis,
Minister of Justice and Attorney General of Nova Scotia,
in the presence of

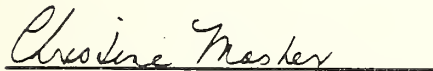


A handwritten signature of Brenda S. Dawson in black ink, written above a horizontal line.

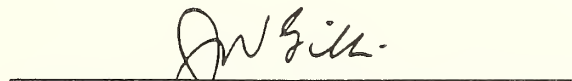


A handwritten signature of John Savage in black ink, written above a horizontal line.

Minister responsible for Aboriginal Affairs
for Nova Scotia



A handwritten signature of Christine Fraser in black ink, written above a horizontal line.



A handwritten signature of William Gillis in black ink, written above a horizontal line.

Minister of Justice and Attorney General
of Nova Scotia

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>		
"H" Division H.Q. Program Administrators	1.5	\$150,000
BUDGET PROJECTION		\$150,000

SCHEDULE 'B'

COMMUNITY TRIPARTITE AGREEMENTS

Index

SCHEDULE "C"

***GENERIC AGREEMENT FOR RCMP-FNCPS CTA
FOR NOVA SCOTIA***

AGREEMENT BETWEEN

CANADA - NOVA SCOTIA

AND THE

_____ FIRST NATION(S)

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE ____ DAY OF _____, 1994

BETWEEN

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

of the first part

- AND -

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NOVA SCOTIA
AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR ABORIGINAL AFFAIRS
AND BY THE MINISTER OF JUSTICE AND ATTORNEY GENERAL OF NOVA
SCOTIA**

(hereinafter referred to as the "Province")

of the second part

- AND -

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

OR (IN THE CASE OF A TRIBAL COUNCIL)

**THE _____ TRIBAL COUNCIL, ACTING ON BEHALF OF THE
BANDS AND COUNCILS OF _____,
AS REPRESENTED BY THEIR CHIEFS AND COUNCILS**
(hereinafter referred to as the "_____ First Nations" (or Tribal Council))
of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the _____ First Nation(s) Territory consistent with the needs of _____ First Nation(s), 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 _____ First Nation(s) has (have) a role in the determination of the level and quality of the policing services which it (they) receive(s) 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 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 _____ First Nation(s).

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 _____, 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(s)" means the Band Council(s) of the _____;

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

"Commander" means the RCMP Member in charge of the _____ 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 ___ of this Agreement;

"_____ 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 _____ First Nation(s) and that has prescribed territorial boundaries (and includes _____);

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

"_____ First Nation(s)" means the _____ Band number ___, which has (have) been established pursuant to the Indian Act;

"_____ First Nation(s) Territory" means the _____ Reserve number ___, which is a (are) "reserve(s)" as defined in subsection 2(1) of the Indian Act;

"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 Nova Scotia responsible for policing services in the Province;

"Province" means the Province of Nova Scotia;

"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 _____ First Nation(s) (and the establishment of the _____ RCMP First Nations Community Police Service(s)) 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 _____ (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 _____ and continues in force until _____, unless it is terminated pursuant to section ___ 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 _____ Member(s) of the RCMP First Nations Community Policing Service for the _____ First Nation(s) (and the provision of the _____ RCMP First Nations Community Police Service(s)) 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 Canada 48% of the Actual Costs of a complement of _____ Member(s) of the RCMP First Nations Community Policing Service for the _____ First Nation(s) (and the provision of the _____ RCMP First Nations Community Police Service(s)) in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF _____ BAND COUNCIL(S)

- 6.1 The Band Council(s) of the _____ First Nation(s) or its (their) designated representative(s) 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 facilities (subject to negotiations).

SECTION 7: COMMUNITY CONSULTATIVE GROUP

- 7.1 The Community Consultative Group to be established by the _____ First Nation(s) should be representative of the community(ies) 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 will be to:
- (a) identify policing issues and concerns to a representative of the RCMP _____ Detachment;
 - (b) work with the RCMP _____ 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 _____ Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community(ies) to address specific community issues and concerns.
- 7.3 The Community Consultive Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

- (a) assign _____ 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 _____ First Nation(s) pursuant to this Agreement as soon as practicable within _____ 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 _____ First Nation(s) are culturally compatible with the community (or respective communities);
- (c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the _____ First Nation(s) or its (their respective) delegate(s) 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 _____ First Nation(s) and that at least 80% of this time shall be spent within the _____ First Nation(s) Territory's boundaries;
- (e) ensure that the time spent outside of the _____ First Nation(s) Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of _____ First Nation(s) policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of _____ Detachment;
- (f) ensure that regular status reports detailing the policing services provided for _____ First Nation(s) are supplied on a monthly basis to the Band Council (or respective Band Councils or Tribal Council) of the _____ First Nation(s) or its (their) designated representative(s) 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(s) (or Tribal Council) and the Community Consultative Group; and
- (h) enforce the by-laws made by the _____ First Nation(s) 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 the _____ First Nation(s) receive, in a timely manner, training to allow them to meet the needs of this (those) community(ies). 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 _____ First Nation(s).

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 _____ First Nation(s) to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that (those) community(ies).
- 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(ies);
 - (d) work with the community(ies) and other agencies to prevent or resolve problems that affect the community(ies)' safety and quality of life;

- (e) establish crime prevention initiatives through community education or assist the community(ies) 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 Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community(ies) 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 _____ First Nation(s) 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 _____ Detachment will ensure that the policing needs of the community(ies) are met;
- (b) the Commander of _____ Detachment has the authority and responsibility for the personnel who provide the policing services for the _____ First Nation(s); and
- (c) concerns regarding the day-to-day policing of the community(ies) should be brought to the attention of the Commander of _____ Detachment.

SECTION 11: INDEMNIFICATION

11.1 The _____ First Nation(s) 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 _____ First Nation(s), 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:

Minister
Halifax, Nova Scotia
Fax: _____

(c) _____ First Nation(s):

Fax: 604-_____

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 _____ First Nation(s) 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 NOVA SCOTIA

Minister Responsible for Aboriginal Affairs

Minister of Justice and Attorney General of Nova Scotia

THE _____ FIRST NATION(S):

The Chief of the _____ Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED
BY THE COMMISSIONER

Commissioner

SECTION 2

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

WATERHEN LAKE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 1st 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 SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE WATERHEN LAKE FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Waterhen Lake 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 Waterhen Lake First Nation Territory consistent with the needs of the Waterhen Lake First Nation, the 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 the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Waterhen Lake 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;

"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;

"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;

"Meadow Lake Detachment" means the organizational component of the sub-division or division of the RCMP which is assigned responsibility, for the provision of police services within the Waterhen Lake First Nation and that has prescribed territorial boundaries and includes the Waterhen RCMP First Nation 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 Waterhen Lake First Nation;

"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;

"Waterhen Lake First Nation" means the Waterhen Lake Band number 402 which has been established pursuant to the Indian Act;

"Waterhen Lake First Nation Territory" means the Waterhen Reserve number 130 which is a "reserve" 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 Waterhen Lake First Nation and the establishment of the Waterhen Lake RCMP First Nation Community Police Service 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 July 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 1.5 Members of the RCMP First Nations Community Policing Service for the Waterhen Lake First Nation and the provision of the Waterhen Lake RCMP First Nation Community Policing Service 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 Waterhen Lake First Nation:
- (a) on April 1 of each Fiscal Year, an amount not to exceed \$1,664 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, travel costs and liability insurance of its members as referred to in Sections 12.4 and 12.5; and

- (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium of its members and \$3,000 per year in travel costs.

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 1.5 Members of the RCMP First Nations Community Policing Service for the Waterhen Lake First Nation and the provision of the Waterhen Lake RCMP First Nation Community Police Service 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 Waterhen Lake First Nation:
 - (a) on April 1 of each Fiscal Year, an amount not to exceed \$1,536 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, travel costs and liability insurance of its members as referred to in Sections 12.4 and 12.5; and
 - (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium of its members and \$3,000 per year in travel costs.
- 5.3 During the term of this Agreement, the Province will provide to the Waterhen Lake First Nation, 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 by the RCMP First Nations Community Policing Service to the Waterhen Lake First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE WATERHEN LAKE FIRST NATION

- 6.1 The Waterhen Lake First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

- (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
- (b) determine the terms of reference of the Police Management Board within fifteen (15) days of the signing of this Agreement;
- (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
- (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 Waterhen Lake First Nation, including proper records of all expenditures made by the Waterhen Lake First Nation and the invoices, receipts and vouchers relating thereto;
- (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, 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 for which they were provided; and

6.2 The Waterhen Lake First Nation or its designated representative shall provide facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner at the following locations and up to the following limits:

- (a) *DF* at the Waterhen Lake First Nation, police office facilities to a maximum of ~~650~~ *900* square feet; and
- (b) at Waterhen Lake First Nation, two(2) residences for the use of the RCMP First Nations Community Policing Service Members.

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by the Waterhen Lake 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 responsibilities of the Police Management Board will be to:
- (a) identify policing issues and concerns of the community to a representative of the Waterhen Lake RCMP First Nation Community Police Service;
 - (b) work with the Waterhen Lake RCMP First Nation Community Police Service in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the Waterhen Lake RCMP First Nation Community Police Service, the objectives, priorities, goals, strategies and special projects which will assist the community 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 Waterhen Lake RCMP First Nation Community Police Service.
- 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 paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.
- 7.5 The Police Management Board for the Waterhen Lake First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Waterhen Lake First Nation.
- 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 one(1) or more Elders from the Waterhen Lake First Nation who shall perform their duties as employees of the Waterhen Lake First Nation.
- 8.2 The Waterhen Lake First Nation 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 Elders will be selected by the Police Management Board in consultation with the Commander of the Waterhen Lake RCMP First Nation Community Police Service.
- 8.4 The Community Support Services will act as a liaison between the community and the Waterhen Lake RCMP First Nation Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
 - (a) provide Members of the Waterhen Lake RCMP First Nation Community Police Service with spiritual and cultural advice on sensitive issues within the community;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and
 - (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.
- 8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

- 9.1 The RCMP will:
 - (a) assign 1.5 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 Waterhen Lake First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;
 - (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Waterhen Lake First Nation are culturally compatible with this community;

- (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 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 Waterhen Lake First Nation and at least 80% of this time shall be spent within the boundaries of the Waterhen Lake First Nation Territory;
- (e) ensure that the time spent outside of the Waterhen Lake First Nation Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Waterhen Lake First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Meadow Lake Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Waterhen Lake First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and
- (h) enforce present or future Band by-laws enacted by the Waterhen Lake First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c.I-5):
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

- (i) rent police office facilities provided by the Waterhen Lake First Nation under paragraph 6.2(a) 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; and
- (j) rent residences provided by the Waterhen Lake First Nation under paragraph 6.2(b) at a rate to be agreed to by the parties in the leasing agreement; such rent shall form part of the actual costs.

9.2 The RCMP will ensure that Members providing service for the Waterhen Lake First Nation receive, in a timely manner, training to allow them to meet the needs of this 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 Waterhen Lake First Nation.

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 Waterhen Lake First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the community;
- (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the community with similar initiatives 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 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 community to address specific community issues and concerns; and
- (i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service and which is to the satisfaction of the Commissioner is available and which is to the satisfaction of the Commissioner, 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 community.

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 Waterhen Lake 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 the Meadow Lake Detachment will ensure that the policing needs of the communities are met;
- (b) the Commander of the Meadow Lake Detachment has the authority and responsibility for the personnel who provide the policing services for the Waterhen Lake First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Waterhen Lake RCMP First Nation Community Police Service or of the Meadow Lake Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Waterhen Lake 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 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 Band Council, 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 of use, revenue or profit arising out of or in any way related to this Agreement.
- 12.4 The Waterhen Lake First Nation shall, without limiting its obligations herein, ensure the operations of the Police Management Board and of the Community Support Services 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 Waterhen Lake First Nation 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 purpose of providing policing services.

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) Waterhen Lake First Nation:

The Chief
Waterhen Lake First Nation
P.O. Box 9
Waterhen, Saskatchewan
S0M 3B0

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.

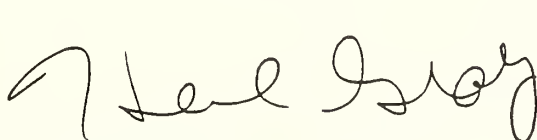
16.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 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 Waterhen Lake 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

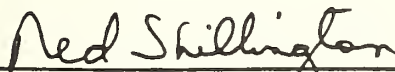


Solicitor General of Canada

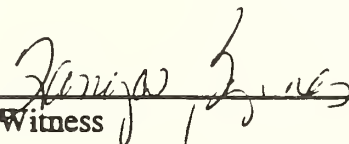


Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

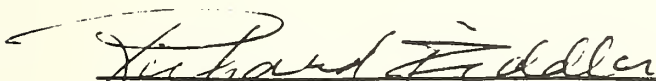


Minister of Justice

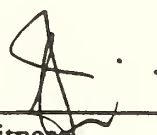


Witness

WATERHEN LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF:

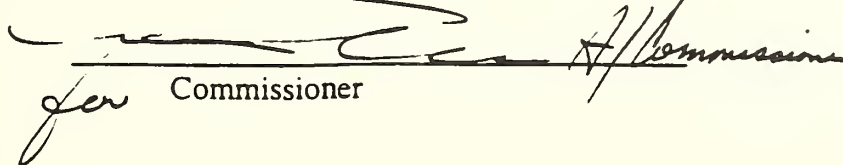


Chief of the Waterhen First Nation




Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER



Commissioner



Witness

SECTION 3

AGREEMENT BETWEEN

· CANADA - BRITISH COLUMBIA

AND THE

TSAY KEH DENE AND THE FORT WARE INDIAN BAND

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 24th DAY OF June, 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 -

TSAY KEH DENE AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as the "Tsay Keh Dene")

of the third part

- AND -

**THE FORT WARE INDIAN BAND AS REPRESENTED
BY ITS CHIEF AND COUNCIL**
(hereinafter referred to as the "Fort Ware Indian 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 Tsay Keh Dene and Fort Ware Territories consistent with the needs of the Tsay Keh Dene and the Fort Ware 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 the Tsay Keh Dene and the Fort Ware Indian Band 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 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 Tsay Keh Dene and the Fort Ware 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 Councils" means the Band Councils of the Tsay Keh Dene and the Fort Ware Indian Bands;

"By-Law" means a by-law enacted by the Band Councils of the Tsay Keh Dene and the Fort Ware Indian Band respectively pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Commander" means the RCMP Member in charge of the Tsay Keh 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 Ware Indian Band**" means the Fort Ware Band number 610, which has been established pursuant to the Indian Act;

"**Fort Ware Territory**" means:

Fort Ware Reserve number 1,
Sucker Lake Reserve number 2,
Weissener Lake Reserve number 3,

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;

"**Parties**" means Canada, the Province, the Tsay Keh Dene and the Fort Ware Indian Band.

"**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;

"**Tsay Keh Dene**" means the Tsay Keh Dene Band number 609 which has been established pursuant to the Indian Act;

"**Tsay Keh Dene Territory**" means:

the Tsay Keh Reserve number 1,
the Blackpine Reserve number 2,
the Police Meadows Reserve number 3,
the Ingenika(Cemetery) Reserve number 4,
the Parsnip(Cemetery) Reserve number 5,

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

"Tsay Keh Detachment" means the organizational component of the sub-division or Division of the RCMP which is the Tsay Keh RCMP First Nations Community Police Service and which is assigned the responsibility for the provision of police services within the Tsay Keh Dene and the Fort Ware Territories and that has prescribed territorial boundaries and includes the Tsay Keh Detachment office:

- 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 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.
- 2.2 This Agreement applies to the provision of policing services for the Tsay Keh Dene and the Fort Ware Indian Band and the establishment of the Tsay Keh Detachment 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.

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 Fort Ware Indian Band and the Tsay Keh Dene 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 Fort Ware Indian Band and the Tsay Keh Dene in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF FORT WARE AND TSAY KEH DENE BAND COUNCILS

- 6.1 The Band Council of the Fort Ware 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; and
 - (c) provide a police patrol facility, for the use of the Members of the RCMP First Nations Community Policing Service who will be providing policing services to the Fort Ware Indian Band, on terms in accordance with the Indian Act that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner.
- 6.2 The Band Council of the Tsay Keh Dene 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 the following facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner:
 - (i) police office facilities for the use of the Members of the RCMP First Nations Community Policing Service who will be providing policing services to the Tsay Keh Dene and Fort Ware Indian Band on terms as agreed to by the RCMP and Tsay Keh Dene; and

(ii) two(2) residences for the use of the Members of the RCMP First Nations Community Policing Service deployed to the Tsay Keh Detachment on terms as agreed to by the RCMP and the Tsay Keh Dene.

SECTION 7: COMMUNITY CONSULTATIVE GROUPS

- 7.1 The Community Consultative Groups to be established by the Tsay Keh Dene and the Fort Ware Indian Band should be representative of their 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 Tsay Keh Detachment;
 - (b) work with the RCMP Tsay Keh 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 Tsay Keh 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 Consultative 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 Fort Ware and the Tsay Keh Dene Territories 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 the Fort Ware and the Tsay Keh Dene Territories are culturally compatible with the respective communities;

- (c) ensure the process referred to in 8.1(b) will be consensual and be effected through consultation between the Fort Ware Indian Band and the Tsay Keh Dene 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 Fort Ware Indian Band and the Tsay Keh Dene and that at least 80% of this time shall be spent within the boundaries of the Fort Ware and Tsay Keh Dene Territories;
- (e) ensure that the time spent outside of the communities boundaries of the Fort Ware and Tsay Keh Dene Territories by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Fort Ware Indian Band and Tsay Keh Dene policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Tsay Keh Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Tsay Keh Dene and the Fort Ware Indian Band are supplied on a monthly basis to the Band Council of the Tsay Keh Dene and the Fort Ware Indian Band or their respective designated representatives 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 respective Band Council and the Community Consultative Groups;
- (h) enforce present or future By-Laws enacted by the Tsay Keh Dene and the Fort Ware Indian Band 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;
 - (i) pay a fee for the use of police facilities provided by the Tsay Keh Dene under paragraph 6.2(c)(i); such fee shall form part of Actual Costs; and
 - (j) pay a fee for the use of two(2) residences as provided by the Tsay Keh Dene under paragraph 6.2(c)(ii); such fee shall form part of Actual Costs.
 - (k) pay a fee for the use of the police patrol facility as provided by the Fort Ware Indian Band under paragraph 6.1(c); such fee shall form part of Actual Costs.
- 8.2 The RCMP will ensure that Members providing service for the Fort Ware Indian Band and the Tsay Keh Dene receive, in a timely manner, training to allow them to meet the needs of these communities. Such training may consist of, but not be limited to family violence, substance, suicide prevention and other areas which are consistent with the policing needs of the Fort Ware Indian Band and the Tsay Keh Dene.

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 Fort Ware Indian Band and Tsay Keh Dene 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 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(h); and
- (h) work with the Community Consultative 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 Fort Ware and the Tsay Keh Dene Territories through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of the Tsay Keh Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of the Tsay Keh Detachment has the authority and responsibility for the personnel who provide the policing services for the Tsay Keh Dene and the Fort Ware Indian Band; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Tsay Keh Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The Tsay Keh Dene and the Fort Ware 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 Tsay Keh Dene or the Fort Ware Band Councils, 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 or 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) Fort Ware Indian Band
 - 3 - 1257 - 4th Avenue
 - Prince George, B.C.
 - V2L 3J5
 - Fax: 604-563-2668

- (d) Tsay Keh Dene
 - 3845 - 15th Avenue
 - Prince George, B.C.
 - V2N 1A4
 - Fax: 604-562-8899

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 In the event that any provision of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

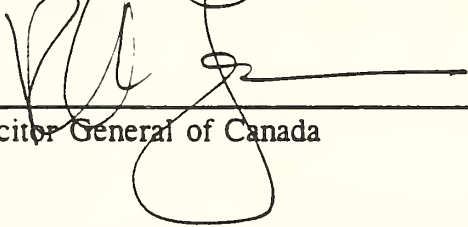
- 15.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

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 Tsay Keh Dene and the Fort Ware 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

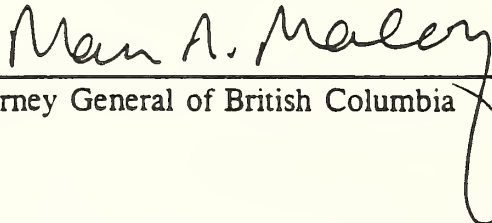


Solicitor General of Canada

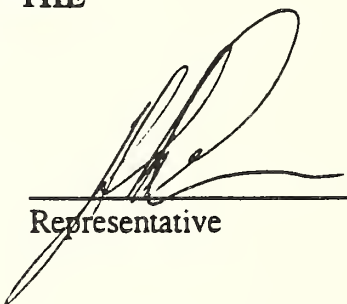


Regional Representative

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




Attorney General of British Columbia



Representative

THE FORT WARE INDIAN BAND:



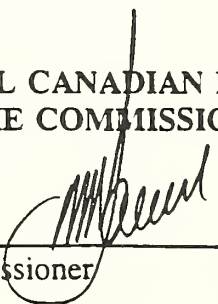
The Chief of the Fort Ware Indian Band

THE TSAY KEH DENE:



The Chief of the Tsay Keh Dene

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER



Commissioner

SECTION 4

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

FLYING DUST FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 15 DAY OF July, 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 SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE FLYING DUST FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Flying Dust 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 Flying Dust First Nation Territory consistent with the needs of the Flying Dust First Nation, the 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 the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Flying Dust 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 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 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 accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Beardy's & Okemasis First Nation is to establish a First Nation administered Police Service for the Beardy's & Okemasis 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 Beardy's & Okemasis 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 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 Nation Community Policing Service during the term of this Agreement;

"**Band Council**" means the council of the Beardy's & Okemasis First Nation;

"**Beardy's & Okemasis First Nation**" means the Beardy's & Okemasis Band number 369 which has been established pursuant to the Indian Act;

"**Beardy's & Okemasis First Nation Territory**" means the Beardy's & Okemasis Reserve numbers 96 & 97 which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**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;

"**Flying Dust First Nation**" means the Flying Dust Band number 395 which has been established pursuant to the Indian Act;

"**Flying Dust First Nation Territory**" means Meadow Lake Reserve number 105 and Meadow Lake Reserve number 105A which are "reserves" as defined in subsection 2(1) of the Indian Act;

"**Meadow Lake Detachment**" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Flying Dust RCMP First Nation and that has prescribed territorial boundaries and includes the Flying Dust 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 Flying Dust First Nation;

"**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;

- 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, 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.
- 2.2 This Agreement applies to the provision of policing services for Flying Dust First Nation and the establishment of the Flying Dust RCMP First Nations Community Police Service 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.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1994 and continues in force until March 31, 1998, 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 one(1) Member of the RCMP First Nations Community Policing Service for the Flying Dust First Nation and the provision of the Flying Dust RCMP First Nations Community Police Service 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 Flying Dust First Nation:
 - (a) on April 1 of each Fiscal Year, an amount not to exceed \$1,664 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 as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

- (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5 .

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 Flying Dust First Nation and the provision of the Flying Dust RCMP First Nations Community Police Service 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 Flying Dust First Nation:
 - (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1,536 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 as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and
 - (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.
- 5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Flying Dust First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided by the RCMP First Nations Community Police Service to the Flying Dust First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE FLYING DUST FIRST NATION

- 6.1 The Flying Dust First Nation or its designated representative shall, pursuant to the provisions of this Agreement:
- (a) establish a Police Management Board within fifteen (15) 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 for which they were provided;
 - (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 Flying Dust First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;
 - (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; and
 - (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, 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 for which they were provided.
- 6.2 The Flying Dust First Nation shall provide or cause to be provided a police facility to a maximum of 200 square feet (at an annual rate of \$10.00 per square foot (\$107.64 per square metre), such amount shall form part of the Actual Costs) at Flying Dust First Nation that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner. Flying Dust First Nation shall, in accordance with the Indian Act, enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

- 6.3 Flying Dust First Nation may, in accordance with the Indian Act, enter into an arrangement with an individual Member of the Flying Dust RCMP-FNCPS for the use of a residence and the fee for the use of such a residence shall be paid by the individual Member. These facilities shall be available for occupation by that Member on a date as mutually may be agreed upon by the Parties.

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by the Flying Dust 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 responsibilities of the Police Management Board will be to:
- (a) identify policing issues and concerns of the community to a representative of the Flying Dust RCMP First Nations Community Police Service;
 - (b) work with the Flying Dust RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the Flying Dust RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service 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 Flying Dust RCMP First Nations Community Police Service.
- 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 paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.
- 7.5 The Police Management Board for the Flying Dust First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Flying Dust First Nation.

- 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 Flying Dust RCMP First Nation Community Police Service will be provided by one or more Elders from the Flying Dust First Nation who shall perform their duties as employees of the Flying Dust First Nation.
- 8.2 The Flying Dust First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Meadow Lake Detachment.
- 8.4 The Community Support Services will act as a liaison between the community and the Flying Dust RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
- (a) provide Members of the Flying Dust RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and
 - (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.
- 8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) Assign the equivalent of 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 the Flying Dust First Nation pursuant to this Agreement as soon as practicable within three(3) 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 Flying Dust First Nation is culturally compatible with this community;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the 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 to the policing needs of the Flying Dust First Nation and at least 80% of this time shall be spent within the boundaries of the Flying Dust First Nation Territory as defined in this Agreement;
- (e) ensure that the time spent outside of the Flying Dust First Nation boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of the Flying Dust First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Meadow Lake Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Flying Dust First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;
- (h) enforce present or future Band By-Laws enacted by the Flying Dust First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
 - (i) section 81(1)(b) - the regulation of traffic,

- (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.
- (i) pay a fee for use of police office facilities provided by the Flying Dust First Nation under subsection 6.2 at an annual rate of \$10.00 per square foot (\$107.64 per square metre); such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that the Member providing service for the Flying Dust First Nation receive, in a timely manner, training to allow him or her to meet the needs of this 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 Flying Dust First Nation.

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 Flying Dust First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.
- 10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, 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 9.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
- (i) live in the community 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 community, as referred to in subsection 6.3.

SECTION 11: SPECIAL PROVISIONS

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

- (a) the Member assigned to the Flying Dust 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 the Meadow Lake Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of the Meadow Lake Detachment has the authority and responsibility for the personnel who provide the policing services for the Flying Dust First Nation; and

- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Member of the Flying Dust RCMP First Nations Community Police Service or the Commander of the Meadow Lake Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

- 12.1 The Flying Dust 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 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 unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.
- 12.3 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.
- 12.4 The Flying Dust First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services 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 Flying Dust First Nation agrees 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 purpose for which they were provided.

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) Flying Dust First Nation:

The Chief
Flying Dust First Nation
P.O. Box 2410
Meadow Lake, Saskatchewan
S0M 1V0

SECTION 16: SAVING PROVISION

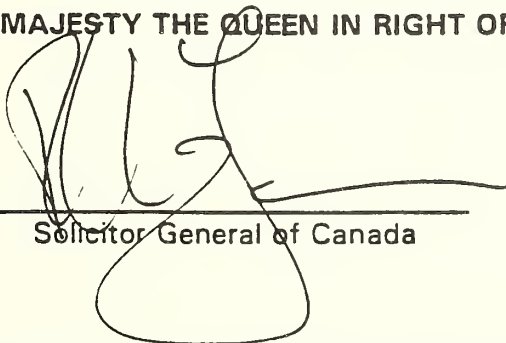
- 16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.
- 16.3 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 17: DISPUTES

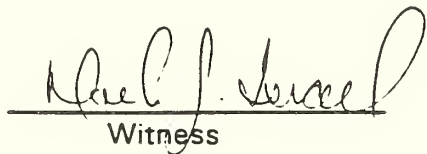
- 17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Flying Dust First Nation in such manner as they shall see fit.

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

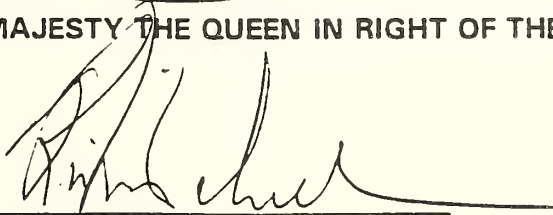


Solicitor General of Canada



Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

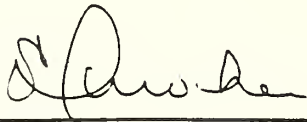


Minister of Justice

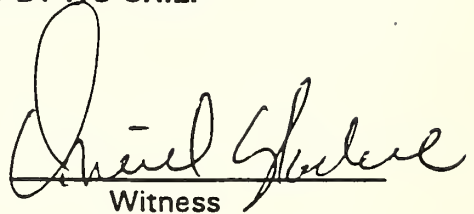


Witness

FLYING DUST FIRST NATION AS REPRESENTED BY ITS CHIEF



Chief

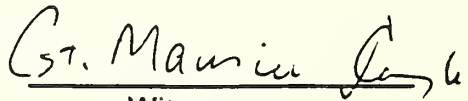


Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.



Commissioner



Witness

SECTION 5

AGREEMENT BETWEEN

CANADA - NOVA SCOTIA

AND THE

MILLBROOK FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 6th DAY OF July, 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 NOVA SCOTIA
AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR ABORIGINAL
AFFAIRS AND BY THE MINISTER OF JUSTICE AND
ATTORNEY GENERAL OF NOVA SCOTIA**
(hereinafter referred to as the "Province")
of the second part

- AND -

**THE MILLBROOK FIRST NATION,
AS REPRESENTED BY ITS CHIEF**
(hereinafter referred to as the "Millbrook 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 Millbrook First Nation Territory consistent with the needs of Millbrook 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 Millbrook First Nation has a role in the determination of the level and quality of the policing services which it receives and that this 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 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 Millbrook 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 as of March 31, 1995, 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 Millbrook Band;

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

"**Commander of the Millbrook RCMP First Nations Community Policing Service Detachment**" means the RCMP Member in charge of the Millbrook RCMP First Nations Community Policing Service Detachment, who manages the physical, financial and human resources of the Detachment and who reports to the Officer Commanding Truro Sub/Division;

"**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;

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

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

"Millbrook RCMP First Nations Community Policing Service 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 Millbrook First Nation and that has prescribed territorial boundaries;

"Millbrook First Nation" means the Millbrook Band number 27, which has been established pursuant to the Indian Act;

"Millbrook First Nations Territory" means the Millbrook Reserve No. 27, Millbrook Reserve No. 27A, Millbrook Reserve No. 27B and Millbrook Reserve No. 27C, which are "reserves" as defined in subsection 2(1) of the Indian Act;

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

"Officer Commanding Truro Sub/Division" means the officer responsible for the management of Detachments within an organizational component of the Division which includes the Millbrook RCMP First Nations Community Policing Service Detachment.

"Province" means the Province of Nova Scotia;

"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 as of March 31, 1995 (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 Millbrook First Nation and the establishment of the Millbrook RCMP First Nations Community Policing Service Detachment 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.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1995 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 2.5 Members and .5 of a Support Staff of the RCMP First Nations Community Policing Service for the Millbrook First Nation and the provision of the Millbrook RCMP First Nations Community Policing Service Detachment 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 2.5 Members and .5 of a Support Staff of the RCMP First Nations Community Policing Service for the Millbrook First Nation and the provision of the Millbrook RCMP First Nations Community Policing Service Detachment in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE MILLBROOK BAND COUNCIL

- 6.1 The Band Council of the Millbrook First Nation 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

SECTION 7: COMMUNITY CONSULTIVE GROUP

- 7.1 The Community Consultive Group to be established by the Millbrook 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 Consultive Group will be to:
- (a) identify policing issues and concerns to the Commander of the Millbrook RCMP First Nations Community Policing Service Detachment;
 - (b) work with the Millbrook RCMP First Nations Community Policing Service Detachment in seeking solutions to community issues and concerns; and
 - (c) work with the RCMP to develop, in consultation with a representative of the Millbrook RCMP First Nations Community Policing Service Detachment, the objectives, priorities, goals, strategies and special projects, such as the RCMP Auxiliary Program, which will assist the community to address specific community issues and concerns.
- 7.3 The Community Consultive Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

- (a) assign 2.5 Members and .5 of a Support Staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Millbrook First Nation pursuant to this Agreement as soon as practicable within 3(Three) months from the signing of this Agreement;
- (b) make best efforts to ensure that Members and Support Staff of the RCMP First Nations Community Policing Service assigned to the Millbrook First Nation are culturally compatible with the community;
- (c) ensure the process referred to in 8.1(b) will be consensual and be effected through consultation between the Millbrook Band or its respective delegate 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 Millbrook First Nation and that at least 80% of this time shall be spent within the Millbrook First Nation Territory boundaries;
- (e) ensure that the time spent outside of the Millbrook First Nation Territory boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Millbrook First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Millbrook RCMP First Nations Community Policing Service Detachment;
- (f) ensure that regular status reports detailing the policing services provided for Millbrook First Nation are supplied on a monthly basis to the Band Council of the Millbrook 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 present or future Band By-Laws enacted by the Millbrook 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)(n) - the regulation of the conduct and activities of hawkers, peddlers or others who enter the reserve to buy, sell or otherwise deal in wares or merchandise,
 - (v) section 81(1)(o) - the preservation, protection and management of fur-bearing animals, fish and other game on the reserve,
 - (vi) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (vii) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,
 - (viii) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or
 - (ix) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.
- (i) provide, in accordance with the Indian Act, a Detachment work station up to a maximum 85 square metres, for the use of the Members of the RCMP First Nations Community Policing Service Detachment who will be providing policing services to the Millbrook First Nation.

8.2 The RCMP will ensure that Members providing service for the Millbrook 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 the Millbrook 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 Millbrook 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 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.
- 9.3 The Millbrook RCMP First Nations Policing Service Detachment shall pay a fee for office facilities provided by the RCMP under paragraph 8.1(i) at an annual rate of \$10.00 per square foot(\$107.64 per square metre); such rent shall form part of the Actual Costs.

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 Millbrook 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 the Millbrook RCMP First Nations Community Policing Service Detachment will ensure that the policing needs of the community are met;
 - (b) the Commander of the Millbrook RCMP First Nations Community Policing Service Detachment has the authority and responsibility for the personnel who provide the policing services for the Millbrook First Nation; and
 - (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Millbrook RCMP First Nations Community Policing Service Detachment or the Officer Commanding Truro Sub/Division as may be appropriate under the circumstances.

SECTION 11: INDEMNIFICATION

- 11.1 The Millbrook 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 Millbrook 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:

Nova Scotia Department of Justice
Policing Services Division
6th Floor
1690 Hollis Street
P.O. Box 217, Station "M"
Halifax, Nova Scotia
B3J 2M4

- (c) Millbrook First Nation:
Millbrook Band Council
P.O. Box 634,
Truro, Nova Scotia
B2N 5E5
Fax: 604-893-4785

SECTION 15: SAVING PROVISION

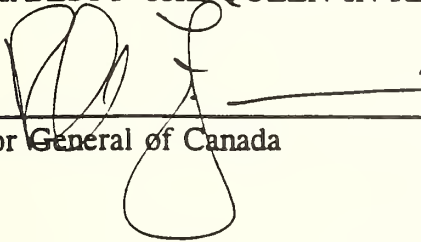
- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued 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 Millbrook First Nation in such manner as they shall see fit.

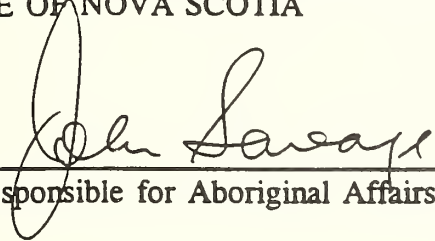
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA

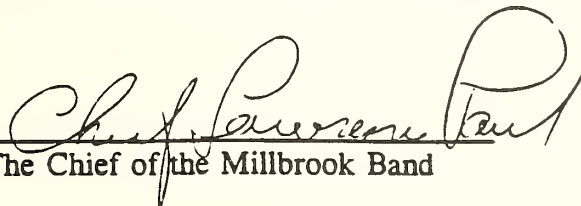


Minister responsible for Aboriginal Affairs for Nova Scotia



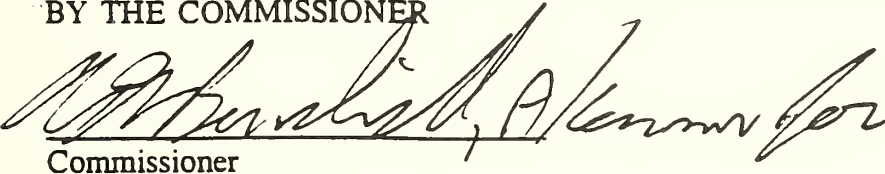
Minister of Justice and Attorney General of Nova Scotia

THE MILLBROOK FIRST NATION:



The Chief of the Millbrook Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER



Commissioner

SECTION 6

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

BEARDY'S & OKEMASIS FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 21 DAY OF JUNE, 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 SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE BEARDY'S & OKEMASIS FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Beardy's & Okemasis 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 Beardy's & Okemasis First Nation Territory consistent with the needs of the Beardy's & Okemasis First Nation, the 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 the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Beardy's & Okemasis 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 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;

WHEREAS it is understood that the goal of the Beardy's & Okemasis First Nation is to establish a First Nation administered Police Service for the Beardy's & Okemasis 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 Beardy's & Okemasis 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 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 Nation Community Policing Service during the term of this Agreement;

"Band Council" means the council of the Beardy's & Okemasis First Nation;

"Beardy's & Okemasis First Nation" means the Beardy's & Okemasis Band number 369 which has been established pursuant to the Indian Act;

"Beardy's & Okemasis First Nation Territory" means the Beardy's & Okemasis Reserve numbers 96 & 97 which are "reserves" as defined in subsection 2(1) of the Indian Act;

"By-Law" means the by-laws enacted by the Band Councils of the Beardy's & Okemasis First Nation pursuant to the Indian Act;

"Commander of the Rosthern Detachment" means the RCMP Member in charge of the Rosthern 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;

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

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

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act 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 Beardy's & Okemasis First Nation;

"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;

"Rosthern Detachment" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Beardy's & Okemasis First Nations and that has prescribed territorial boundaries and includes the Beardy's & Okemasis RCMP First Nations Community Police Service.

- 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 Beardy's & Okemasis First Nation and the establishment of the Beardy's & Okemasis RCMP First Nations Community Police Service 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 November 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 two(2) Members of the RCMP First Nations Community Policing Service for the Beardy's & Okemasis First Nation and the provision of the Beardy's & Okemasis RCMP First Nations Community Police Service 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 Beardy's & Okemasis First Nation:
- (a) on April 1 of each Fiscal Year, an amount not to exceed \$2080 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 as well as the liability insurance referred to in Sections 12.4 and 12.5; and
 - (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance referred to in Section 12.4 and 12.5.

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 Beardy's & Okemasis First Nation and the provision of the Beardy's & Okemasis RCMP First Nations Community Police Service 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 Beardy's & Okemasis First Nation:
- (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1920 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 as well as the liability insurance referred to in Sections 12.4 and 12.5; and

- (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Beardy's & Okemasis First Nation copies of the appropriate documents which identify costs billed to Canada and the Province for the policing services provided to the Beardy's & Okemasis First Nation by the RCMP First Nations Community Policing Service.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BEARDY'S & OKEMASIS FIRST NATION

- 6.1 The Beardy's & Okemasis First Nation or its designated representative shall, pursuant to the provisions of this Agreement:
- (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Police Management Board within fifteen (15) days of the signing of this Agreement;
 - (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
 - (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 Beardy's & Okemasis First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;
 - (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, 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 for which they were provided.

6.2 The Beardy's & Okemasis First Nation or its designated representative shall provide the following facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner at the following locations and up to the following limits:

- (a) at the Beardy's & Okemasis First Nation, police office facilities to a maximum of 500 square feet; and
- (b) at Beardy's & Okemasis First Nation, two(2) residences for the use of the RCMP First Nations Community Policing Service Members.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Beardy's & Okemasis 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 responsibilities of the Police Management Board will be to:

- (a) identify policing issues and concerns of the community to a representative of the Beardy's & Okemasis RCMP First Nations Community Police Service;
- (b) work with the Beardy's & Okemasis RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
- (c) work with the RCMP to develop, in consultation with a representative of the Beardy's & Okemasis RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service 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 Beardy's & Okemasis RCMP First Nations Community Police Service.

- 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 paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.
- 7.5 The Police Management Board for the Beardy's & Okemasis First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Beardy's & Okemasis First Nation.
- 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 one or more Elders from the Beardy's & Okemasis First Nation who shall perform their duties as employees of the Beardy's & Okemasis First Nation.
- 8.2 The Beardy's & Okemasis First Nation 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 one or more Elders will be selected by the Police Management Board in consultation with the Commander of the Rosthern Detachment.
- 8.4 The Community Support Services will act as a liaison between the community and the Beardy's & Okemasis RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
 - (a) provide Members of the Beardy's & Okemasis RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and
 - (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

- 8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 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 for the Beardy's & Okemasis First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Beardy's & Okemasis First Nation are culturally compatible with this community;
- (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 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 Beardy's & Okemasis First Nation and at least 80% of this time shall be spent within the boundaries of the Beardy's & Okemasis First Nation Territory as defined in this Agreement;
- (e) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Beardy's & Okemasis First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Rosthern Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Beardy's & Okemasis First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;

- (h) enforce present or future Band By-Laws enacted by the Beardy's & Okemasis First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
- (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve;
- (i) pay a fee for use of police office facilities provided by the Beardy's & Okemasis First Nation under paragraph 6.2(a) at an annual rate of \$10.00 per square foot (\$107.64 per square meter); such fee shall form part of the Actual Costs; and
- (j) pay a fee for use of residences when provided by the Beardy's & Okemasis First Nation under paragraph 6.2(b) at a rate to be agreed to by the parties in an agreement with the RCMP; such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the Beardy's & Okemasis First Nation receive, in a timely manner, training to allow them to meet the needs of this 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 Beardy's & Okemasis First Nation.

**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 Beardsley's & Okemasis First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.
- 10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:
- (a) treat all people equally and with respect;
 - (b) uphold the Canadian Charter of Rights and Freedoms;
 - (c) serve and protect the community;
 - (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
 - (e) establish crime prevention initiatives through community education or assist the community with similar initiatives 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 9.1(h);
 - (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
 - (i) live in the community 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 community.

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 Beardy's & Okemasis 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 the Rosthern Detachment will ensure that the policing needs of the community are met;
 - (b) the Commander of the Rosthern Detachment has the authority and responsibility for the personnel who provide the policing services for the Beardy's & Okemasis First Nation; and
 - (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Rosthern Detachment or a Member of the Beardy's & Okemasis RCMP First Nations Community Police Service as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

- 12.1 The Beardy's & Okemasis 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 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 of use, revenue or profit arising out of or in any way related to this Agreement.

- 12.4 The Beardy's & Okemasis First Nation shall, without limiting their obligations herein, insure the operations of the Police Management Board and Community Support Services 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 Beardy's & Okemasis First Nation agrees 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 for which they were provided.

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) Beardy's & Okemasis First Nation:

The Chief and Council
Beardy's & Okemasis First Nation
P.O. Box 340
Duck Lake, Saskatchewan
S0K 1J0

SECTION 16: SAVING PROVISION

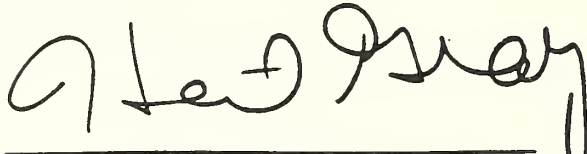
- 16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 16.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued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

SECTION 17: DISPUTES

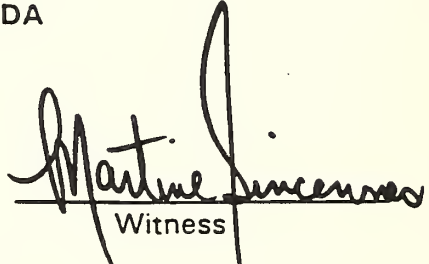
- 17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Beardy's & Okemasis First Nation in such manner as they shall see fit.

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

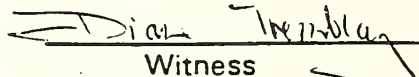


Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

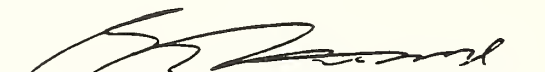


Minister of Justice

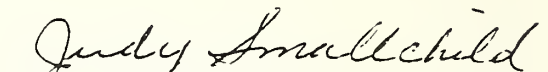


Witness

BEARDY'S & OKEMASIS FIRST NATION AS REPRESENTED BY ITS CHIEF



Chief




Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER



Commissioner



Witness

SECTION 7

AGREEMENT BETWEEN

CANADA - NOVA SCOTIA

AND THE

SHUBENACADIE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS INTERIM AGREEMENT MADE THE 18th DAY OF JULY, 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 NOVA SCOTIA
AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR ABORIGINAL
AFFAIRS AND BY THE MINISTER OF JUSTICE AND
ATTORNEY GENERAL OF NOVA SCOTIA**
(hereinafter referred to as the "Province")

of the second part

- AND -

**THE SHUBENACADIE FIRST NATION,
AS REPRESENTED BY ITS CHIEF**
(hereinafter referred to as the "Shubenacadie 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 Shubenacadie First Nation Territory consistent with the needs of Shubenacadie 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 Shubenacadie First Nation has a role in the determination of the level and quality of the policing services which it receives and that this 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 accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Shubenacadie First Nation is to establish for its reserve lands a First Nation administered police service and that Canada and the Province are committed toward the goal of establishing and funding such an aboriginal police service, to be operative within fifteen (15) months;

WHEREAS 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 Shubenacadie 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 as of March 31, 1995, 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 Shubenacadie First Nation pursuant to the Indian Act, R.S.C. 1985, c. I-5;

"Band Council" means the Band Council of the Shubenacadie Band;

Commander of the Indian Brook RCMP First Nations Community Policing Service Detachment" means the RCMP Member in charge of the Indian Brook RCMP First Nations Community Policing Service Detachment, who manages the physical, financial and human resources of the Detachment and who reports to the Officer Commanding Truro Sub/Division;

"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;

"Indian Brook RCMP First Nations Community Policing Service 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 Shubenacadie First Nation Territory;

"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 Nova Scotia responsible for policing services in the Province;

"Officer Commanding Truro Sub/Division" means the officer responsible for the management of Detachments within an organizational component of the Division which includes the Indian Brook RCMP First Nations Community Policing Service Detachment.

"Province" means the Province of Nova Scotia;

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

"Shubenacadie First Nation" means the Shubenacadie Band number 25, which has been established pursuant to the Indian Act;

"Shubenacadie First Nations Territory" for the purposes of this Agreement only means the Indian Brook Reserve No. 14, which is a "reserve" 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 is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province dated as of March 31, 1995 (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 Shubenacadie First Nation and the establishment of the Indian Brook RCMP First Nations Community Policing Service Detachment 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.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on March 31, 1995 and continues in force until June 30, 1996 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 five (5) Members and one (1) Support Staff of the RCMP First Nations Community Policing Service for the Shubenacadie First Nation Territory and the provision of the Indian Brook RCMP First Nations Community Policing Service Detachment 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 five (5) Members and one (1) Support Staff of the RCMP First Nations Community Policing Service for the Shubenacadie First Nation Territory and the provision of the Indian Brook RCMP First Nations Community Policing Service Detachment in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE SHUBENACADIE BAND COUNCIL

- 6.1 The Band Council of the Shubenacadie 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.
- 6.2 The Shubenacadie First Nation or its designated representative shall provide police office facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner to a maximum of 600 square feet at the Shubenacadie First Nation Territory.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

- 7.1 The Community Consultative Group to be established by the Shubenacadie 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 Indian Brook RCMP First Nations Community Policing Service Detachment;
 - (b) work with the Indian Brook RCMP First Nations Community Policing Service Detachment in seeking solutions to community issues and concerns; and

- (c) work with the RCMP to develop, in consultation with a representative of the Indian Brook RCMP First Nations Community Policing Service Detachment, the objectives, priorities, goals, strategies and special projects, such as the RCMP Auxiliary Program, 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 five (5) Members and one (1) Support Staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the Shubenacadie First Nation Territory 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 and Support Staff of the RCMP First Nations Community Policing Service assigned to the Shubenacadie First Nation Territory are culturally compatible with the community;
- (c) ensure the process referred to in 8.1(b) will be consensual and be effected through consultation between the Shubenacadie Band Council or its respective delegate 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 Shubenacadie First Nation Territory and that at least 80% of this time shall be spent within the Shubenacadie First Nation Territory boundaries;
- (e) ensure that the time spent outside of the Shubenacadie First Nation Territory boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of Shubenacadie First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Indian Brook RCMP First Nations Community Policing Service Detachment;

- (f) ensure that regular status reports detailing the policing services provided for Shubenacadie First Nation are supplied on a monthly basis to the Band Council of the Shubenacadie 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 present or future Band By-Laws enacted by the Shubenacadie 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)(n) - the regulation of the conduct and activities of hawkers, peddlers or others who enter the reserve to buy, sell or otherwise deal in wares or merchandise,
 - (v) section 81(1)(o) - the preservation, protection and management of fur-bearing animals, fish and other game on the reserve,
 - (vi) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (vii) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,
 - (viii) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or
 - (ix) 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 the Shubenacadie First Nation Territory 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 the Shubenacadie 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 Shubenacadie 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 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);
 - (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; and
 - (i) acknowledge the existing aboriginal and treaty rights recognized and affirmed in Section 35 of the Constitution Act 1982.
- 9.3 The Indian Brook RCMP First Nations Policing Service Detachment shall pay a fee for use of police office facilities provided by the Shubenacadie First Nation under subsection 6.2 at an annual rate of \$10.00 per square foot(\$107.64 per square metre); such fee shall form part of the Actual Costs.

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 Shubenacadie 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 the Indian Brook RCMP First Nations Community Policing Service Detachment will ensure that the policing needs of the community are met;
 - (b) the Commander of the Indian Brook RCMP First Nations Community Policing Service Detachment has the authority and responsibility for the personnel who provide the policing services for the Shubenacadie First Nation; and
 - (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Indian Brook RCMP First Nations Community Policing Service Detachment or the Officer Commanding Truro Sub/Division as may be appropriate under the circumstances.

SECTION 11: INDEMNIFICATION

- 11.1 The Shubenacadie 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 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 Shubenacadie 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 three (3) 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:

Nova Scotia Department of Justice
Policing Services Division
6th Floor
1690 Hollis Street
P.O. Box 217, Station "M"
Halifax, Nova Scotia
B3J 2M4

(c) Shubenacadie First Nation:

Shubenacadie Band Council
P.O. Box 350
Shubenacadie, Hants County
Nova Scotia
B0N 2H0
Fax: 902-758-2017

SECTION 15: SAVING PROVISION

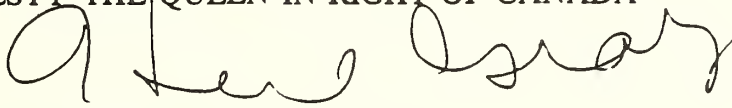
- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued 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 Indian Brook First Nation in such manner as they shall see fit.

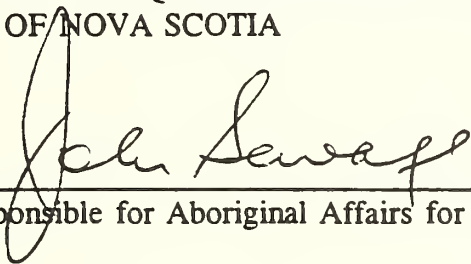
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Solicitor General of Canada

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF NOVA SCOTIA

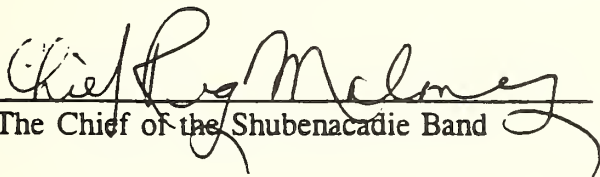


Minister responsible for Aboriginal Affairs for Nova Scotia



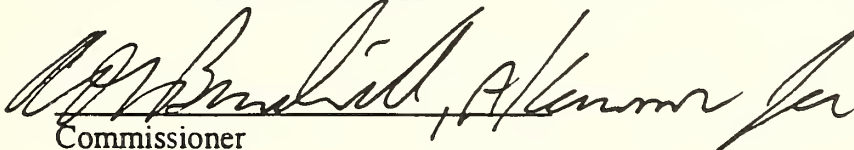
Minister of Justice and Attorney General of Nova Scotia

THE SHUBENACADIE FIRST NATION:



The Chief of the Shubenacadie Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED
BY THE COMMISSIONER


Commissioner