

**FRAMEWORK AGREEMENT FOR THE USE OF THE RCMP FIRST NATIONS
COMMUNITY POLICING SERVICES (FNCPS) IN
BRITISH COLUMBIA**

Framework Agreement dated April 1, 2014

BETWEEN:

THE GOVERNMENT OF CANADA,
represented by the Minister of
Public Safety and Emergency Preparedness

(hereinafter referred to as "Canada")

AND:

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Justice

(hereinafter referred to as the "Province")

(hereinafter collectively referred to as the "Parties")

WHEREAS the Minister of Public Safety and Emergency Preparedness may, pursuant to section 20 of the *RCMP Act*, R.S.C. 1985, c. R-10, 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 RCMP, or any portion thereof, in aiding the administration of justice in the province and in carrying into effect the laws in force therein;

WHEREAS section 14 of the *Police Act*, R.S.B.C. 1996, c. 367, provides that the Minister of Justice may, with the approval of the Lieutenant Governor in Council, enter into, execute and carry out an agreement with Canada authorizing the Royal Canadian Mounted Police to carry out the powers and duties of the provincial police force;

WHEREAS the Parties recognize the need to contribute to the maintenance of social order, public security and personal safety in First Nations Communities within a legal and administrative framework which recognizes Canada's jurisdiction over Indians and lands reserved for Indians, the Province's jurisdiction over the administration of justice including policing in the Province;

WHEREAS the Parties recognize the need to provide First Nations Communities with policing services that are professional, dedicated and responsive to the needs and cultures of these Communities through the provision of cost-shared funding of policing services, and related support and assistance consistent with Canada's First Nations Policing Program;

WHEREAS the Parties wish to support the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements under which the Communities would have a role in establishing the priorities of policing services in their communities;

WHEREAS Canada and the Province agree that the FNCPS and ACCP provided under this Agreement are policing services in addition to the level of policing provided by the RCMP under the Provincial Police Service Agreement;

WHEREAS by Order in Council 2013-1312 dated November 28, 2013 the Governor in Council authorized the Minister of Public Safety and Emergency Preparedness to enter into this Framework Agreement on behalf of Canada;

WHEREAS by Order in Council 119 dated March 14, 2014 the Lieutenant-Governor authorized the Minister of Justice to enter into this Agreement on behalf of the Province.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

PART I INTERPRETATION

1. PURPOSE

- 1.1 The RCMP, as the provincial police force, is hereby authorized by the Province to provide the FNCPS and the ACCP as part of the provincial police service in accordance with this Agreement.
- 1.2 This Framework Agreement sets the terms and conditions under which Canada and the Province propose to support the provision of policing services that are professional, dedicated and responsive to the needs and cultures of the First Nations Communities located in the Province, through the ACCP under this Framework Agreement and Community Tripartite Agreements (CTA). The FNCPS and ACCP are separate and distinct components of the Provincial Police Service and provide police services in addition to the level of policing services that have been established and are provided by the Provincial Police Service under the Provincial Police Service Agreement.

2. LEGAL SCOPE

- 2.1 Nothing in this Agreement will 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.
- 2.2 The Parties acknowledge that nothing in this Agreement or the Community Tripartite Agreements made thereunder is a recognition, affirmation, acknowledgement, or conferral of any Aboriginal rights, including Aboriginal title, or status of or on anyone or any group in the Province, or an admission of any fact or liability in relation to any Aboriginal rights, including Aboriginal title, or status of or on anyone or any group in the Province and this Agreement and the said Community Tripartite Agreements do not prejudice or affect the positions that any of the Parties have taken or may take on any Aboriginal issue in any court, tribunal, forum, negotiation, or agreement;
- 2.3 This Agreement and the Community Tripartite Agreements made thereunder are not and will not be deemed, construed, or interpreted to be a treaty or a land claims agreement within the meaning of Sections 25 or 35 of the *Constitution Act*, 1982, being Schedule "B" to the *Canada Act* 1982 ("UK"), 1982, c.11;
- 2.4 It is agreed and understood by the Parties that their members, officers, employees, agents, representatives, servants, contractors and voluntary workers, do not have the status of officer, employee, servant or agent of the other Party, have not entered into a partnership or joint venture with the other Party, and will not represent themselves, including in any agreement with a third party, as a partner, agent, officer, employee or servant of the other Party.

- 2.5 Except to the extent otherwise specifically provided in this Agreement, the terms and conditions of the PPSA apply, with the necessary changes being made, to the provision of policing services by the FNCPS and ACCP under this Agreement. If the terms and conditions of this Framework Agreement do not cover some specific situations or issues, then the terms and conditions of the Provincial Police Service Agreement will apply to such situations and issues.
- 2.6 Former ACCP members and RCMP members employed by the RCMP to provide policing services to the First Nation Communities shall not include resources employed primarily in:
- a) policing services of a national or international nature, such as forensic laboratories, the Canadian police Information system, identification services and the Canadian police college;
 - b) national security investigation services;
 - c) protective security such as security at embassies and airports, and security for internationally protected persons;
 - d) services provided to or on behalf of federal government departments;
 - e) any Provincial Police Services or Municipal Police Services outside of the RCMP FNCPS and ACCP.

3. DEFINITIONS AND INTERPRETATION

- 3.1 Unless the context otherwise requires, the expressions used in this Agreement will have the meaning given to them in the PPSA subject to the following expressions which will have the meaning set out beside them:

“Community Tripartite Agreement” or “CTA” means an arrangement between both Parties and a First Nation Community for the services of the RCMP First Nations Community Policing Services made pursuant to section 9 of this Framework Agreement.

“Eligible Expenditures” means costs incurred in accordance with Schedule “C” of this Agreement.

“Emergency” means an urgent and critical situation of a temporary nature that requires a deployment of additional police resources to maintain law and order, keep the peace or protect the safety of persons, property or communities.

“First Nation Community” means a band within the meaning of subsection 2(1) of the *Indian Act*, R.S.C. 1985, c. I-5, or an aboriginal community, recognized as a legal entity, that has entered into a self-government agreement which is approved and has force of law under an act of Parliament.

“First Nations Policing Program” or “FNPP” means the federal program under which Canada and the Province contribute to the provision of policing services that are dedicated and responsive to the needs and cultures of the First Nations Communities located in the Province through the services of the RCMP.

“Fiscal Year” means the period beginning on April 1 in any year and ending on March 31 in the next year.

“Former ACCP Member” means a RCMP Member providing policing services to a First Nation Community or a group of First Nation Communities that were formerly provided as contemplated by paragraph 13.1(b) of the *Framework Agreement for the FNCPS in British Columbia* dated April 1, 2006 and have been added to this Agreement under Schedule “D”.

“Framework Agreement” means this *Framework Agreement for the use of the RCMP First Nations Community Policing Services*.

“Letter of Expectations” or “LOE” means a document accessory to a CTA and used to define and promote a positive and cooperative working relationship with one or more First Nations Communities and the RCMP and identifies policing priorities, including any policing related by-laws, for the communities involved.

“Major Event” means an event of such scale that it requires a deployment of additional police resources to maintain law and order, keep the peace or protect the safety of persons, property or communities.

“Provincial Police Service Agreement” or “PPSA” means the memorandum of agreement between Canada and the Province entitled “British Columbia Provincial Police Service Agreement” dated as of April 1, 2012.

“RCMP” means the Royal Canadian Mounted Police continued under the *RCMP Act*, R.S.C. 1985, c. R-10.

“ACCP” means the RCMP Members who, pursuant to the *Framework Agreement for the FNCPS in British Columbia* dated April 1, 2006 were “Former ACCP Members” who continued to be deployed as contemplated by paragraph 13.1(b) of the said *Framework Agreement for the FNCPS in British Columbia* and who will, and as a separate part of the Provincial Police Service under the PPSA, continue under this Agreement as the Former ACCP Members.

“RCMP First Nations Community Policing Services” or “FNCPS” means the aggregate of the resources, Members and Support Staff of the Provincial Police Service under the PPSA employed by the RCMP to provide policing services in First Nations Communities pursuant to CTAs and the Program Administration in accordance with this Agreement.

“RCMP Member” means any officer, regular member, or special constable of the RCMP appointed under the *RCMP Act*, R.S.C. 1985, c. R-10, and assigned to the FNCPS.

“Special Event” means an event of a short duration that requires additional police resources to maintain law and order, keep the peace or protect the safety of persons, property or communities.

3.2 In this Framework Agreement, singular includes the plural and the plural includes the singular where such is consistent with the context.

3.3 The headings in this Framework Agreement have been inserted for convenience of reference only and do not constitute a part of this Framework Agreement or affect its meaning.

4. APPLICABLE LEGISLATION

4.1 This Framework Agreement will be governed by and interpreted in accordance with the laws applicable in the Province.

5. DECLARATION OF NULLITY OR INVALIDITY BY A COMPETENT COURT

5.1 If a provision of this Framework Agreement is declared null, invalid or inapplicable by a competent court, the other provisions of this Framework Agreement continue to have full effect to the extent that their effect does not depend on the provision declared null, invalid or inapplicable.

5.2 Furthermore, the Parties agree to remedy this nullity, invalidity or inapplicability as soon as possible so that the provision’s objective can be achieved.

6. ENTIRE AGREEMENT

6.1 This Framework Agreement, including the Schedules listed below that form an integral part of this Framework Agreement, and subsequent amendments to either the Framework Agreement or any schedule, constitutes the entire agreement among the Parties and supersedes all previous documents, negotiations, understandings and undertakings, whether written or verbal, related to its subject matter:

6.1.1 Schedule “A” – The list of Community Tripartite Agreements in the Province;

6.1.2 Schedule “B” – The Budget Projection by Fiscal Year, for the RCMP First Nations Community Policing Services, including the number of Program Administrator(s) (if applicable), the number of CTAs and the maximum authorized complement, as adjusted from time to time in accordance with section 22.2. The Budget Projection by Fiscal Year for the ACCP, including the number of ACCP communities and the maximum authorized complement, as adjusted

should the Former ACCP member positions be converted to RCMP FNCPS positions.

6.1.3 Schedule “C” – The list of Eligible Expenditures under this Framework Agreement.

6.1.4 Schedule “D” – List of ACCP by Community.

6.2 APPENDIX “1” – The CTA Template is attached for information purposes only and does not form part of this Agreement.

6.3 As and when new CTAs are entered into, or when existing CTAs are terminated or expired, the list in Schedule “A” and the Budget Projections in Schedule “B” shall be amended.

7. CONDITIONS

7.1 The Parties understand that the funding under this Framework Agreement is subject to the respective appropriations by both the Parliament of Canada and the Legislature of the Province.

7.2 In the event that the level of appropriation available for police services expected under this Framework Agreement is reduced by either the Parliament of Canada or by the Provincial Legislature, then the Parties should immediately review Schedule “A” and determine which CTAs should be renegotiated or terminated in accordance with subsection 21.2.

PART II TERMS AND CONDITIONS

8. RCMP FIRST NATIONS COMMUNITY POLICING SERVICES

- 8.1 The Parties agree that the Former ACCP Members not yet converted to Community Tripartite Agreement RCMP Member positions will continue to provide the duties of a regular ACCP member at a cost ratio of fifty-two percent (52%) for Canada and forty-eight percent (48%) for the Province. These remaining Former ACCP Members shall be converted to RCMP Members through a CTA by April 1, 2016.
- 8.2 The Former ACCP Members will continue to provide policing services to certain First Nations Communities under the following terms and conditions:
- 8.2.1 Eligible Expenditures described in Schedule "C" and incurred by the RCMP for the ACCP services will be reimbursed to the RCMP by Canada at fifty-two percent (52%) and by the Province at forty-eight percent (48%);
 - 8.2.2 all the other terms and conditions of the Framework Agreement will be applicable to these ACCP services except the obligation to sign a CTA pursuant section 9;
 - 8.2.3 the Parties commit to do their best efforts to enter into CTAs with the communities currently benefiting from ACCP services on or before April 1, 2016; and
 - 8.2.4 It is understood by the Parties that when a CTA pursuant to section 9 is agreed to by Canada and the Province with a First Nation Community or a group of First Nations Communities that benefited from ACCP services up until then, these services will cease to be ACCP services.
- 8.3 Canada will, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a FNCPS within the Province during the terms of this Framework Agreement.
- 8.4 The Parties agree that RCMP Members and Former ACCP Members are mandated to serve and protect the First Nation Communities and shall:
- 8.4.1 preserve the peace, protect life and property, prevent crime and enforce the laws of Canada, the laws of the Province and certain First Nation Community by-laws, if such by-laws are enacted pursuant to the *Indian Act*, R.S.C. 1985, c. I-5 or are enacted pursuant to a self-government agreement with the Province and Canada which is approved and has force of law under an act of Parliament or the Legislature;

- 8.4.2 perform all duties and services that may be executed and performed by peace officers;
- 8.4.3 work with the First Nation Communities and other entities to prevent or resolve problems that affect the First Nations Communities' safety; and,
- 8.4.4 establish crime prevention initiatives through community education or assist with similar community initiatives in their capacity as RCMP Members.
- 8.5 Notwithstanding subsection 8.4, the Parties agree that RCMP Members and Former ACCP Members will not be required to perform any duties or provide any services, which are not appropriate to the effective and efficient delivery of policing services to First Nations Communities.
- 8.6 By July 1 of each Fiscal Year, the RCMP will provide the Parties with an annual report on the status of the implementation of the objectives, priorities and goals of policing as they apply to the FNCPS and the ACCP within the Province during the previous Fiscal Year.
- 8.7 It is agreed and understood by the Parties that the RCMP will:
 - 8.7.1 where possible, ensure that a RCMP Member(s) or Former ACCP Member(s) assigned to a First Nation Community pursuant to a CTA or an ACCP is Aboriginal or familiar with the culture and traditions of the First Nation. In instances where non-Aboriginal Members are considered for deployment to the First Nation Community, the RCMP should be prepared to present to the Province and to the First Nation Community the rationale for assigning a non-Aboriginal Member and a demonstration of how the non-Aboriginal Member will meet the needs of the First Nation Community;
 - 8.7.2 ensure that a RCMP Member(s) or Former ACCP Member(s) assigned to a First Nation Community pursuant to a CTA or an ACCP, is provided in a timely manner with training to allow him to meet the needs of the First Nation Community. Such training may consist of, but not be limited to, courses dealing with family violence, substance abuse and suicide prevention, which are consistent with the policing needs of the First Nation Community.
 - 8.7.3 enter into a Letter of Expectations with each First Nation Community covered by the CTA;
 - 8.7.4 subject to subsection 8.9, ensure that the RCMP Member(s) or Former ACCP Member(s) assigned to a First Nation Community pursuant to a CTA or an ACCP devote one hundred percent (100%) of their regular working hours to the policing needs of this First Nation Community and that the majority of their time is spent within the territory described in subsection 3.1 of the corresponding CTA or for the ACCP as described in Schedule "D";

- 8.7.5 supply RCMP Members and Former ACCP Member(s) assigned to a First Nation Community pursuant to a CTA of the ACCP with equipment of a standard and quantity that is necessary to carry out their responsibilities under this Framework Agreement.
- 8.8 The Parties acknowledge:
- 8.8.1 that the internal management of the FNCPS and the ACCP, including its administration and the determination and application of professional police procedures, is strictly under the control of the RCMP;
- 8.8.2 that the minimum standard of policing under the FNCPS and the ACCP will meet the standard determined by the RCMP in consultation with the Province.
- 8.9 The Parties understand that where there is a need to deploy RCMP Members or Former ACCP Members, for an Emergency, a Special or Major Event anywhere in Canada, the RCMP may, in consultation with Canada and the Province, temporarily withdraw for a period not to exceed thirty (30) consecutive days, some of the RCMP Members from any First Nations Community covered by a CTA or the Former ACCP Members covered under Schedule "D". In such an instance, the Parties understand that the RCMP will present a contingency plan to Canada, the Province and the affected First Nation explaining how the minimum level of policing according to provincial standards will be provided to the affected community. The consultation process will not require disclosure of information by the RCMP that could potentially jeopardize public safety, the security of Canada, or the administration of justice, including investigative independence of the RCMP.

9. COMMUNITY TRIPARTITE AGREEMENTS

- 9.1 To benefit from policing services under the FNCPS, a First Nation Community must enter, alone or with other First Nations Communities, into a CTA with Canada and the Province.
- 9.2 The CTA will be structured with the objective of focusing on the particular First Nation Community's reasonable expectations and requirements for the delivery of FNCPS and on the responsibilities of the RCMP members providing those services, as expressed in the LOE.
- 9.3 Subject to paragraph 8.7.2, the level of policing services provided by the FNCPS through a CTA will be mutually agreed upon by Canada, the Province and the First Nation Community and established in consultation with the Commissioner of the RCMP. The Parties agree that this level of policing services will complement, not replace the PPSA responsibilities, and not be inconsistent with the level of policing services, as determined by the Province for the Provincial Police Service.

9.4 A CTA should minimally include:

- 9.4.1 Identification of the First Nation Community;
- 9.4.2. The number of RCMP Member(s) deployed in the First Nation Community;
- 9.4.3 The duration of the CTA;
- 9.4.4 Any reporting required from the First Nation Community to assess the benefits of police services under the FNCPS;
- 9.4.5 A provision requiring, that the RCMP and the First Nation Community develop a Letter of Expectation;
- 9.4.6 If the First Nation Community is required to provide policing facilities and/or residential housing, an obligation for the First Nation Community to conclude an agreement with the RCMP;
- 9.4.7 Any other conditions or requirements that are appropriate or are required to address specific risks or issues, including a provision to the effect that a CTA does not recognize, define, affect, limit or create Aboriginal rights or treaty rights, and is not to be interpreted as an agreement or treaty within the meaning of section 35 of the *Constitution Act*, 1982 (R.S.C. (1985) app. II, n. 44).

9.5 The Parties agree that a Community Tripartite Agreement may be signed on behalf of Canada by the Minister of Public Safety and Emergency Preparedness, or delegate, and, on behalf of the Province, by the Minister of Justice, or delegate.

10. PERFORMANCE REVIEW

- 10.1 The Parties agree that the RCMP will periodically, or at the request of the Parties, conduct, in a manner consistent with the performance management tools and processes in use by the RCMP, a review of policing services provided to each First Nation Community under the CTAs. The cost of such review will be an Eligible Expenditure.
- 10.2 The review of the FNCPS should be conducted no less frequently than is the normal course for the conduct of such reviews in regard to the Provincial Police Service units in the Division of the RCMP responsible to provide those services. The RCMP will provide Canada, the Province, and the First Nation Community with copies of the resulting reports within sixty (60) days of their completion.
- 10.3 The RCMP will consult with the Province on a regular basis to provide information pertaining to the operational and administrative status of the ACCP; such consultation shall occur as and when required but in no case on less than a quarterly basis;

- 10.4 The Parties agree that upon receiving reasonable notice, the RCMP should provide the Parties with any additional information relating to the financial implications of the FNCPS and ACCP, including the results of any internal review conducted by the RCMP.

11. EXPENDITURES AND PAYMENTS

- 11.1 In accordance with the FNPP, Canada shall provide to the RCMP funding for fifty-two percent (52%) of the Eligible Expenditures incurred by the FNCPS and the ACCP for the provision of policing services to First Nations Communities.
- 11.2 In accordance with the FNPP, Eligible Expenditures incurred by the RCMP for the FNCPS and the ACCP as described in Schedule "C" will be reimbursed to the RCMP by the Province at forty-eight percent (48%), in accordance with paragraph 11.5.
- 11.3 Canada and the Province must authorize the purchase of any item valued at \$150,000 or more pursuant to this Agreement prior to the purchase by the RCMP.
- 11.4 Canada agrees that:
- 11.4.1 the RCMP will carry out ongoing accounting and payments for the operations and maintenance of the FNCPS and the ACCP, and will provide the Parties with:
- a) a quarterly financial report within thirty (30) days following the end of each quarter on the FNCPS and the ACCP in the Province, in a mutually agreeable format, which will include a detailed accounting of all actual expenditures for the previous quarter and such other information as the Parties direct; and,
 - b) prior to July 31 of each Fiscal Year, an annual report on the FNCPS and the ACCP in the Province, in a mutually agreeable format, which will include a detailed accounting of all actual expenditures for the previous Fiscal Year and such other information as the Parties direct.
- 11.4.2 The RCMP will invoice the Province for payments quarterly on July 1, October 1, January 1 and March 31 of each Fiscal Year. Each invoice will cover 1/4 of the provincial share of the estimated cost of the FNCPS and the ACCP for that Fiscal Year.
- 11.4.3 the RCMP will credit the Province for 48% of:
- a) the amount of any refund or reimbursement it receives;
 - b) any revenue received by the RCMP from leased accommodations pursuant to the FNCPS and the ACCP;

- c) any amount received by the RCMP from the sale, transfer out of the FNCPS and the ACCP or other disposition of any equipment that cost less than \$150,000 and that was purchased for use in the FNCPS or the ACCP.

- 11.5 Within sixty (60) days from the date of the invoice from the RCMP, the Province will make its payment in the form of a cheque payable to the Receiver General for Canada and sent by registered mail to the Commissioner of the RCMP in Ottawa. Where the RCMP and the Province agree in writing, payments may be made by any other method.
- 11.6 Subject to the Total Budget Projection set out in Schedule "B" for each Fiscal Year and pursuant to the reconciliation of the report on expenditures referred to in subsection 11.4.1(b), any overpayment or deficiency by the Province in any Fiscal Year will be credited or debited, as the case may be, in the first invoice of the subsequent Fiscal Year.

12. ANNUAL BUDGETING AND PLANNING

- 12.1 The Parties agree that the total Eligible Expenditures of the FNCPS and the ACCP for each Fiscal Year covered by this Agreement shall not exceed the annual funding level set out in the Budget Projection detailed in Schedule "B".
- 12.2 In July of each Fiscal Year, the Parties, in consultation with the RCMP, will review requirements under this Framework Agreement for the next fiscal year, if applicable.
 - 12.2.1 This planning process will identify resource requirements, potential yearly budget adjustments and the maximum FNCPS Budget Projection for the following Fiscal Year along with cost shared amounts.
 - 12.2.2 This exercise shall be completed by July 31 and the resulting figures may be used to revise and update Schedule "B".
- 12.3 The Parties undertake to have all new CTAs added to Schedule "A" and budgeted in Schedule "B" in effect on April 1st of the next fiscal year unless the Parties agree otherwise.

13. DETENTION FACILITIES AND LOCK-UPS

- 13.1 Canada is under no obligation to maintain any detention facilities for prisoners committed to custody for less than two years for an offence committed within the Province against the *Criminal Code*, R.S.C., 1985, c. C-46, or any other federal or provincial law. Where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP under the Provincial Police Service Agreement. The number and size of police lock-ups presently maintained by the RCMP will not be reduced or increased without the prior approval of the Province.

14. TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

14.1 In the event of the expiry or termination of this Framework Agreement:

- 14.1.1 The Province may acquire any item of equipment that was purchased by the RCMP for the FNCPS or the ACCP by paying to the RCMP an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to the RCMP by the Province for that item of equipment;
- 14.1.2 The Province may authorize the RCMP to keep any item of equipment that was purchased by the RCMP for the FNCPS or ACCP, in which case the RCMP will credit the Province with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;
- 14.1.3 In the event of expiry or termination of a CTA or the ACCP, any item of equipment that was purchased by the RCMP for the FNCPS pursuant this CTA or the ACCP as described in Schedule "D" may be reallocated to another CTA within the Province. The RCMP will provide to the Province a list of all items of equipment redistributed and where they were redistributed.

15. LIABILITY

- 15.1 In the event that the Province may be or may become liable for torts committed by RCMP Members or former ACCP Members employed in the FNCPS in accordance with the *Police Act* (British Columbia), Canada will indemnify and hold harmless the Province with respect to any such claims or actions and Canada will assume the conduct and the carriage of any proceeding relating to such claim.
- 15.2 The Province will promptly notify Canada of any claim or action referred to in subsection 15.1;
- 15.3 If the Province should compromise or settle any such claim or action without the consent of Canada, Canada will not be liable to indemnify or save harmless the Province.

16. PUBLIC ACKNOWLEDGEMENT AND DISCLOSURE

- 16.1 The Parties agree that the provision of policing services to First Nations Communities in the Province through the FNCPS or the ACCP should be acknowledged at the same time and to the same extent as the contribution of the Province in any material or communication intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.
- 16.2 Without limiting any rights, obligations or capacity of Canada or the Province to disclose information, Canada or the Province may, by any means, publicly disclose this Agreement, evaluations, audits, other reviews and documents related to this Agreement as well as any information contained in these documents, unless disclosure is prohibited by law.

17. DIRECT OR INDIRECT BENEFITS

- 17.1 No member of Parliament and no current or former public office holder or public servant of Canada may receive a direct or indirect benefit from this Agreement unless they are complying with the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service*. No member of the Legislature of the Province and no current or former public office holder or public servant of the Province may receive a direct or indirect benefit from this Agreement unless they are complying with conflict of interest requirements of the Province.

18. DEFAULT

- 18.1 Where there is a default, a Party shall provide the other Party with a written notice indicating the said default and setting out its intention to exercise its right to terminate this Agreement pursuant to subsection 21.2 if the Party in default does not remedy the default within thirty (30) days.
- 18.2 A waiver of any breach of this Agreement or of any of the terms or conditions by any Party to this Agreement will not be deemed a waiver of any continued or future breach. The failure of any Party to complain about a default of the terms of this Agreement will not be construed as a waiver, irrespective of how long such failure to act continues.

19. DISPUTE RESOLUTION

- 19.1 Disputes regarding the interpretation or implementation of this Agreement will be a matter for consultation and resolution between the Parties. Every effort will be made by the Parties to resolve the matter informally and expeditiously. If a dispute is not resolved through consultation, it may be dealt with through an alternative dispute resolution process on such terms and within such time as may be agreed to in writing by the Parties.
- 19.2 The provisions of this Framework Agreement will continue to apply despite any dispute.

20. NOTICES

- 20.1 Any notice that is required or permitted under this Agreement, to be given by one Party to the other Party, will be given in writing and sent by e-mail, regular or registered mail, courier or facsimile. Notice will be considered as having been received upon delivery of the courier, or one day after being sent by e-mail or facsimile, or eight (8) calendar days after being mailed.

- 20.2 a) All correspondence and notice to Canada will be addressed to:

Aboriginal Policing Directorate
Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P8
Fax: (613) 991-0961

AND

BC/North Regional Office
Public Safety Canada
Aboriginal Policing
607-3292 Production Way
Burnaby BC V5A 4R4
Fax: (604) 666-1498

- b) All correspondence and notice to the Province will be addressed to:

Minister of Justice
Police Services Division
P.O. Box 9285, Station Provincial Government
Victoria, British Columbia
V8W 9J7
Fax: (250) 356-7747

- c) Any documents or notices which affect the day-to-day operations of RCMP will be addressed to:

Commanding Officer
RCMP "E" Division
14200 Green Timbers Way
Surrey BC V3T 6P3
Facsimile: 778-290-6058

- 20.3 Each Party shall notify the other Parties in writing of any change of address or fax number.

21. TERM OF AGREEMENT, EXTENSION AND TERMINATION

- 21.1 This Framework Agreement will take effect upon signature by both Parties and will cover the period of April 1, 2014 until March 31, 2018, unless it is extended pursuant to subsection 21.3 or terminated pursuant to subsection 21.2.

- 21.2 This Framework Agreement may be terminated on March 31st of any year during its term by the Party terminating giving the other Party a twelve (12) month advance notice of such termination. The Parties recognize that a termination notice of the Framework Agreement should also be considered a concurrent termination notice of all the Community Tripartite Agreements and the ACCP.
- 21.3 Prior to the expiry of this Framework Agreement, unless a termination notice has been issued, this Framework Agreement will, one (1) year before its expiry date, be automatically extended by a one (1) year period under the same terms and conditions in effect for the last full Fiscal Year, so that the remaining period of this Framework Agreement is never less than a full year. The same extension will repeat one year later, and so on, unless the period of this Framework Agreement is otherwise revised through a formal amendment pursuant to section 22 or this Framework Agreement is terminated pursuant to sub-section 21.2. This Agreement may remain in force for a maximum of ten (10) years.
- 21.4 This Framework Agreement will terminate on the expiration or earlier termination of the PPSA unless it was amended, extended, renewed or renegotiated.

22. ADMENDMENT


- 22.1 This Agreement may be amended at any time by written consent of the Parties.
- 22.2 Any modifications to Schedules "A" or "B" may be concluded by the appropriate officials by signing an amendment providing updated Schedules "A" or "B".
- 22.3 Any modifications to Schedule "C" require prior approval from the Treasury Board of Canada and the Province, and may be concluded by the appropriate officials by signing an amendment providing an updated Schedule "C".

23. SURVIVAL

- 23.1 All dispute resolution, indemnification, and limitations of liability clauses, as well as the clauses which by the nature of the rights or obligations they create might reasonably be expected to survive, will survive the termination or expiry of this Agreement.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have signed:

FOR CANADA,



THE MINISTER OF PUBLIC SAFETY AND
EMERGENCY PREPAREDNESS

MAR 31 2014

signed on

FOR BRITISH COLUMBIA,



THE MINISTER OF JUSTICE

8 Apr 2014

signed on

The RCMP, as represented by the Commissioner or his designate, hereby acknowledges the terms and conditions of this Framework Agreement.



The Commissioner of the RCMP

2014.09.19

signed on

SCHEDULE "A"

LIST OF COMMUNITY TRIPARTITE AGREEMENTS (BY CTA)

<u>CTA by Detachment & CTA</u>	<u>Complement</u>
AHOUSAHT Ahousaht First Nation	2
CRANBROOK Akisq'nuk First Nation Lower Kootenay First Nation St. Mary's First Nation Tobacco Plains First Nation	1
ALEXIS CREEK Alexis Creek First Nation Xeni Gwet'in First Nation Stone First Nation Anaham First Nation	3
FORT ST. JOHN Blueberry River First Nation Doig River First Nation Halfway River First Nation	2
BURNS LAKE Burns Lake First Nation Lake Babine Nation Wet'suwet'en First Nation Cheslatta Carrier Nation Nee-Tahi-Buhn First Nation Skin Tyee First Nation	3
CAMPBELL RIVER Campbell River First Nation (Wei Wai Kum) Cape Mudge First Nation (We Wai Kai) Homalco First Nation	1
ONE HUNDRED MILE HOUSE Canim Lake First Nation	1
WILLIAMS LAKE Canoe Creek First Nation Esketemc First Nation	2

CTA by Detachment & CTA**Complement****LADYSMITH**

Chemainus First Nation

1

NORTH COWICHAN/DUNCAN

Cowichan Tribes

4

LAKE COWICHAN

Ditidaht First Nation

1

FORT NELSON

Fort Nelson First Nation

Prophet River First Nation

2

PRINCE RUPERT

Gitxaala Nation

Hartley Bay First Nation

3

KITIMAT

Kitamaat First Nation (Haisla)

1

PORT ALBERNI

Huu-ay-aht First Nation

Uchucklesaht First Nation

2

PORT ALBERNI

Hupacasath First Nation

Tseshah First Nation

2

TAHSIS

Ka:'yu:'k't'h'/Che:k:tlles7et'h' First Nation

1

T'KUMLUPS

Kamloops First Nation

Whispering Pines/Canton First Nation

Skeetchestn First Nation

4

PRINCE RUPERT

Kitasoo First Nation

2

TERRACE

Kitsumkalum First Nation

Kitselas First Nation

1

<u>CTA by Detachment & CTA</u>	<u>Complement</u>
PORT HARDY	2
Kwakiutl First Nation	
Gwa'Sala-Nakwaxda'xw First Nation	
Quatsino First Nation	
PRINCE RUPERT & TERRACE	3
Lax Kw'alaams First Nation	
LYTTON	2
Lytton First Nation	
Skuppah First Nation	
Kanaka Bar First Nation	
Cooks Ferry First Nation	
Nicomen First Nation	
Siska First Nation	
MACKENZIE	1
McLeod Lake First Nation	
NANAIMO	0.5
Nanoose First Nation	
CHASE	1
Neskonlith First Nation	
Little Shuswap Lake First Nation	
NEW HAZELTON	2
Gitanmaax First Nation	
Gitanyow First Nation	
Gitsegukla First Nation	
Gitwangak First Nation	
Glen Vowell First Nation	
Hagwilget First Nation	
Kispiox First Nation	
LISIMS/NASS VALLEY	3
Nisga'a Village of Gingolx	
Nisga'a Village of Gitwinksihlkw	
Nisga'a Village of Laxqalt'sap	
Nisga'a Village of New Aiyansh	

<u>CTA by Detachment & CTA</u>	<u>Complement</u>
BELLA COOLA Nuxalk First Nation	1
VERNON Okanagan First Nation	1
MASSET Old Masset First Nation	2
OLIVER & KEREMEOS & OSOYOOS Osoyoos First Nation Lower Similkameen First Nation	1
PENTICTON Penticton First Nation	2
QUESNEL Red Bluff First Nation (Lhtako Dene Nation) Nazko First Nation Alexandria First Nation Kluskus First Nation (Lhoosk'uz Dene Government)	1
VANDERHOOF Saik'uz First Nation	1
CHETWYND Saulteau First Nation	0.5
SUNSHINE COAST Sechelt First Nation	2
SURREY Semiahmoo First Nation	0.5
QUEEN CHARLOTTE Skidegate First Nation	2
POWELL RIVER Sliammon First Nation	1
NANAIMO Snuneymuxw First Nation	1.5

<u>CTA by Detachment & CTA</u>	<u>Complement</u>
WESTSHORE	
Songhees First Nation	1
Esquimalt First Nation	
ENDERBY	1
Spallumcheen First Nation	
AGASSIZ & CHILLIWACK	7
Sto:lo Tribal Council: (Scowlitz First Nation, Kwantlen First Nation, Soowahlie First Nation Shxw'ow'hamel First Nation, Seabird Island First Nation, Chawathil First Nation, Kwaw-kwaw-Apilt First Nations, Cheam First Nation) Chehalis First Nation	
DEASE LAKE	2
Dease River First Nation	
Iskut First Nation	
Tahltan First Nation	
TAKLA LANDING	2
Takla Lake First Nation	
FORT ST. JAMES/TACHIE	4
Tl'azt'en Nation	
Nak'azdli First Nation	
SIDNEY/NORTH SAANICH	2
Tsartlip First Nation	
Tseycum First Nation	
Tsawout First Nation	
Pauquachin First Nation	
TSAY KEH	2
Tsay Keh Dene First Nation	
Kwadacha First Nation	
UCLUELET	1
Yuulu?il?ath First Nation	
Toquaht First Nation	
ANAHIM LAKE	1
Ulkatcho First Nation	

<u>CTA by Detachment & CTA</u>	<u>Complement</u>
MERRITT	4
Upper Nicola First Nation	
Lower Nicola First Nation	
Coldwater First Nation	
Shackan First Nation	
Nooaitch First Nation	
CHETWYND	0.5
West Moberly First Nations	
KELOWNA	3
Westbank First Nation	
WILLIAMS LAKE	2
Williams Lake Band	
Soda Creek Band	
“E” DIVISION PROGRAM	2
Administrator Positions: NCO & Recruiter	

SCHEDULE "B"

BUDGET PROJECTION IN BRITISH COLUMBIA for the period from APRIL 1, 2014 to MARCH 31, 2018

TOTAL FNCPS BUDGET PROJECTIONS	Maximum Authorized Complement	BUDGET			
		2014-15	2015-16	2016-17	2017-18
"E" Div. FNCPS Program Administrators (1 NCO & 1 Recruiter)	2	\$338,936	\$338,936	\$338,936	\$338,936
55 CTA (Renewal of 52 CTA Agreements & 3 new CTA Agreements)	102.5	\$17,379,648	\$17,379,648	\$17,379,648	\$17,379,648
TOTAL BUDGET PROJECTIONS		\$17,718,584	\$17,718,584	\$17,718,584	\$17,718,584
Canada's share at 52%		\$9,213,664	\$9,213,664	\$9,213,664	\$9,213,664
Province's share at 48%		\$8,504,920	\$8,504,920	\$8,504,920	\$8,504,920

TOTAL ACCP BUDGET PROJECTIONS ACCP COMMUNITIES	Maximum Authorized Complement	BUDGET			
		2014-15	2015-16	2016-17	2017-18
4 ACCP (Renewal of 4 ACCP Agreements)	4	\$668,683	\$668,683	\$668,683	\$668,683
TOTAL BUDGET PROJECTIONS		\$668,683	\$668,683	\$668,683	\$668,683
Canada's share at 52%		\$347,715	\$347,715	\$347,715	\$347,715
Province's share at 48%		\$320,968	\$320,968	\$320,968	\$320,968

TOTAL BUDGET (ACCP & CTA)		BUDGET			
		2014-15	2015-16	2016-17	2017-18
TOTAL BUDGET PROJECTIONS (Full Agreement Value)		\$18,387,267	\$18,387,267	\$18,387,267	\$18,387,267
Canada's share at 52%		\$9,561,379	\$9,561,379	\$9,561,379	\$9,561,379
Province's share at 48%		\$8,825,888	\$8,825,888	\$8,825,888	\$8,825,888

SCHEDULE “C”

ELIGIBLE EXPENDITURES

The costs of an RCMP Member and a Former ACCP Member under the First Nations Policing Program are consistent with the costs under subsection 11.2 of the Provincial Police Service Agreement at a cost shared ratio of fifty-two percent (52%) federal and forty-eight percent (48%) provincial, excluding the following categories:

- 1) Overtime costs of the FNCPS and ACCP above 10% of salaries
- 2) Costs related to the Police Dog Service Training Centre
- 3) Operational Availability and Readiness – back-up costs
- 4) Overtime costs pertaining to extra hours worked outside of the FNPP

SCHEDULE "D"

LIST OF FORMER ACCP MEMBERS

<u>Detachment & ACCP Community</u>	<u>Complement</u>
ALERT BAY	1
Da'Naxda'xd First Nation	
Gwawaenuk Tribe	
Namgis First Nation	
Tlatasikwala	
Tlowitsis Tribe	
Tsawataineuk (Dzawada'enuxw First Nation)	
BELLA BELLA	1
Heiltsuk	
Oweekewno Nation	
SMITHERS	1
Moricetown First Nation	
NORTH VANCOUVER	1
Squamish First Nation	
Burrard (Tsleil-Waututh Nation)	

APPENDIX “1”

CTA Template (for information purposes only)

COMMUNITY TRIPARTITE AGREEMENT FOR THE USE OF THE ROYAL CANADIAN MOUNTED POLICE (RCMP) FIRST NATIONS COMMUNITY POLICING SERVICE (FNCPS)

Community Tripartite Agreement dated as of April 1, 2014

AMONG:

THE [xxxx] COUNCIL, represented by the Chief of [First Nation]

(hereinafter referred to as the “Council”),

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
represented by the Minister of Public Safety and Emergency
Preparedness

(hereinafter referred to as “Canada”),

AND:

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH
COLUMBIA, represented by the Minister of Justice

(hereinafter referred to as the “Province”),

(hereinafter collectively referred to as the “Parties”)

PREAMBLE

WHEREAS the Parties agree on the importance of providing professional policing services that are dedicated and responsive to the needs and cultures of the First Nations Communities;

WHEREAS Canada and the Province signed a *Framework Agreement for the Royal Canadian Mounted Police (RCMP) First Nations Community Policing Services* (FNCPS) dated April 1, 2014 (hereinafter referred to as “the Framework Agreement”) for the provision of police services to the First Nations located in the Province of British Columbia;

WHEREAS [Name of the First Nation], represented by its Council, wishes to benefit from the police services provided pursuant to the Framework Agreement;

WHEREAS the Parties recognize that the [Name of the First Nation] has a role in establishing the priorities of policing services in its/their community(ies);

AND WHEREAS Canada and the Province agree to the provision of police services pursuant to the Framework Agreement, to the [Name of the First Nation];

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

PART I
INTERPRETATION

9. PURPOSE

- 9.1 The purpose of this Agreement is to establish the terms and conditions under which the [Name of the First Nation] will receive police services pursuant to the Framework Agreement.

10. LEGAL SCOPE OF THIS AGREEMENT

- 10.1 This Agreement is made pursuant to the Framework Agreement and all the provisions of the Framework Agreement, as amended from time to time, apply to this Agreement.
- 10.2 This Agreement applies only to the provision of policing services by the RCMP to [Name of the First Nation] under the Framework Agreement and nothing in this Agreement shall modify the duties and obligations of the RCMP or the Province under the *Provincial Police Service Agreement* which came into effect on April 2012 or under the law.
- 10.3 Nothing in this Agreement shall be construed as recognizing, defining, affecting, limiting or creating Aboriginal rights or treaty rights. This Agreement shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act*, 1982 (R.S.C. (1985) app. II, n. 44).
- 10.4 It is agreed and understood by the Parties that the Council, its members, officers, employees, agents, representatives, servants, contractors and voluntary workers, do not have the status of officer, employee, servant or agent of Canada or the Province, have not entered into a partnership or joint venture with Canada or the Province, and shall not represent themselves, including in any agreement with a third party, as a partner, agent, officer, employee or servant of Canada or the Province.

11. DEFINITION

- 11.1 Unless otherwise specified in this Agreement, the expressions listed below shall have the following meanings:

“[Name of First Nations]” means Band number ____, which has been established under the *Indian Act*, R.S.C. 1985, c. I-5;

“[Name of First Nations] Territory” means the territory of the FNC Reserve Number ____, which is a “reserve” as defined in *Section 2(1) of the Indian Act*, R.S.C. 1985, c. I-5;

“By-laws” means the by-laws enacted by the Council under the *Indian Act*, R.S.C. 1985, c. I-5 and outlined in the LOE.

“Community Consultative Group” (CCG) means the group established under section 12 of this Agreement.

“Council” means the Band Council of the [Name of First Nations]” established in accordance with the provisions of the *Indian Act*, R.S.C. 1985, c. I-5;

“RCMP” means the police service continued under the *Royal Canadian Mounted Police Act*, R.S.C. 1985, c. R-10;

“RCMP Member” means any officer, regular member, or special constable of the RCMP appointed under the *Royal Canadian Mounted Police Act*, R.S.C. 1985, c. R-10 and assigned under subsection 8.1 of this Agreement.

12. APPLICABLE LEGISLATION

- 12.1 This Agreement shall be governed by and interpreted in accordance with the laws applicable in the Province of British Columbia.

13. DECLARATION OF NULLITY OR INVALIDITY BY A COMPETENT COURT

- 13.1 If a provision of this Agreement is declared null, invalid or inapplicable by a competent court, the other provisions of this Agreement continue to have full effect to the extent that their effect does not depend on the provision declared null, invalid or inapplicable. Furthermore, the Parties agree to remedy this nullity, invalidity or inapplicability as soon as possible so that the provision’s objective can be achieved.

14. ENTIRE AGREEMENT

- 14.1 This Agreement and its subsequent amendments constitute the entire agreement among the Parties and supersedes all previous documents, negotiations, understandings and undertakings, whether written or verbal, related to its subject matter.

15. TERM OF AGREEMENT

- 15.1 Notwithstanding the date on which this Agreement is signed, and subject to the provisions of subsections 7.2 and 7.3, it shall be in force for the period beginning on April 1, 2014 and ending on March 31, 2018, unless it is terminated pursuant to section 20.
- 15.2 Prior to its expiry and unless it has been terminated pursuant to section 20, this CTA will be automatically extended by one (1) additional year under the same terms and conditions in effect for the last full Fiscal Year, so that the remaining period of this CTA is never less than a full year. The same extension will repeat one year later, and so on, unless the period of this CTA is otherwise revised through a formal amendment pursuant to section

17 or this CTA is terminated pursuant to Section 20. This Agreement may remain in force for a maximum of ten (10) years in total.

- 15.3 This Agreement remains in force for the term set out in subsection 7.1 and by extension under subsection 7.2 provided that the duration of this Agreement cannot exceed the duration of the Framework Agreement. If the Period of this Agreement exceeds the duration of the Framework Agreement then this CTA will be deemed to expire at the same time as the Framework Agreement. However, if the duration of the Framework Agreement is otherwise extended, from time to time, then this Agreement will continue, or continue to be extended, until it expires or is terminated, or the expiration or termination of the Framework Agreement, whichever is sooner.

PART II
ROYAL CANADIAN MOUNTED POLICE
FIRST NATIONS COMMUNITY POLICING SERVICES

16. RCMP MEMBERS ASSIGNED TO [NAME OF THE FIRST NATION]

- 8.1 a) In accordance with the terms and conditions of the Framework Agreement, as soon as practicable and within three (3) months of the signing of this Agreement, the RCMP will assign XX RCMP Member(s) who will devote 100% of their regular working hours to the policing needs of the [Name of the First Nation].
- b) Except when they are utilized to provide policing services that are not related to the policing needs of the [Name of the First Nation] in the case of an emergency, a special or major event, the RCMP Members shall spend the majority of their time within the [Name of the First Nation] community.
- 8.2 The RCMP will provide to the [Name of the First Nation] the services described at subsection 8.4 of the Framework Agreement and will exercise its best efforts to assign RCMP Member(s) who are Aboriginal or familiar with the needs and cultures of the [Name of the First Nation]. In the absence of a RCMP Member meeting these requirements, training as prescribed in paragraph 8.7.2 of the Framework Agreement shall be provided.
- 8.3 Where vacancies occur, the RCMP will exercise best efforts, subject to and in compliance with RCMP human resource and labour relations policies and governing regulations, to fill or provide coverage for such vacancies as expeditiously as possible and without undue delay.
- 8.4 The RCMP will inform Canada, the Province and the Council as soon as it is known that a RCMP Member will be off duty for any reason other than regular time off, annual leave or training lasting more than seven (7) days and will report to the Council the reason for the resulting vacancy, the anticipated duration of the vacancy, if known, and provide them with the contingency plan explaining how the minimum level of policing according to provincial standards will be provided to the [Name of the First Nation].
- 8.5 The RCMP and the Province shall, in consultation with the Council and the CCG , conduct a managerial/operational review of the RCMP FNCPS, including a workload analysis and client satisfaction survey, after twenty four (24) months of this Agreement coming into effect.
- 8.6 The RCMP shall work with the CCG to develop the objectives, priorities, goals, strategies, and special projects related to policing and effective crime prevention strategies, identify which by-laws are to be enforced, describe how RCMP Members can participate in or be involved in the [Name of the First Nation], specify the expected frequency and nature of meetings between the RCMP Member(s) and the CCG, and

develop a Letter of Expectation (LOE), which LOE will be reviewed at least annually.

17. ENFORCEMENT OF [NAME OF THE FIRST NATION] BY-LAWS

- 17.1 Where consistent with available resources and community priorities, and in addition to their regular duties and functions as outlined in subsection 8.4 of the Framework Agreement, the RCMP FNCPS Member(s) will enforce By-Laws enacted by the Council under the Indian Act, R.S.C. 1985, c. I-5 in accordance with the LOE.
- 17.2 Notwithstanding subsection 9.1, the RCMP Member(s) shall not be required to perform any duties or provide any services, which are not appropriate to the effective and efficient delivery of policing services.

18. REPORT TO THE COUNCIL

- 18.1 The RCMP will, on a quarterly basis, provide to the Council a report detailing the policing services provided to the [Name of the First Nation] under this Agreement and, when the RCMP Member(s) were utilized to provide policing services not related to the policing needs of [Name of the First Nation], setting out which members were utilized, the reason and the period of time during which they were engaged in these other policing activities. In addition to the quarterly reports, and where it is deemed appropriate, the RCMP will provide to the Council and the CCG other special reports.

PART III

COUNCIL'S OBLIGATIONS

19. POLICING FACILITIES AND HOUSING

19.1 **ALTERNATIVE PROVISIONS:** [The Council need not provide facilities or accommodation for use by the RCMP.]

OR

The Council shall:

19.1.1 Provide a policing facility, on the [Name of the First Nation] Territory, to a maximum of xxx square meters (xxx square feet) for the use of the RCMP Members, that meets the operational needs of the RCMP, and that shall be available for occupation on a date mutually agreed upon between the RCMP and the Council;

19.1.2 Enter into a lease agreement with the RCMP that identifies an annual rent that is fair and reasonable in comparison to prevailing conditions in the local rental market, to be charged to the RCMP, for the use and occupation of the community policing facility. Unless there is a Rental Attestation, prepared in accordance with the standards of the Appraisal Institute of Canada by an independent qualified assessor, confirming that the amount of rent identified in the lease agreement for the use and occupation of the policing facility is fair, reasonable and consistent with current conditions in the local rental market, the rent shall be established at \$xxx.xx per square meter (\$xx.xx per square foot); and,

19.1.3 (If required) Provide an adequate number of residences for rent for the RCMP Members during the term of this Agreement, of a size not less than 92.91 square meters (1000 square feet), on the [Name of the First Nation] Territory, that meets the needs of the RCMP Members, that are to the satisfaction of the RCMP Asset Management Section, and that shall be available for occupation by the RCMP Members on a date mutually agreed upon by the RCMP and the Council.

20. COMMUNITY CONSULTATIVE GROUP (CCG)

12.1 The Council, within sixty (60) days of the effective date of this CTA, should establish and maintain a Community Consultative Group.

12.2 The CCG shall:

12.2.1 Be representative of the community and may include participants who are elders, women and youth;

12.2.2 Consist of no less than 3 members and no more than 5 members;

12.2.3 Meet at least once every 3 months during the term of this Agreement.

12.3 The role and responsibilities of the CCG shall be to:

12.3.1 Identify policing issues and concerns of the [Name of the First Nation] community and bring them to the attention of the RCMP Member(s) and work with the RCMP Member(s) in seeking solutions to these issues and concerns;

12.3.2 Work with the RCMP Member(s) to develop the objectives, priorities, goals, strategies, and special projects related to policing and effective crime prevention strategies, identify which by-laws are to be enforced, describe how RCMP Members can participate in or be involved in the [Name of the First Nation] community, and specify the expected frequency and nature of meetings between the RCMP Member(s) and the CCG, and develop a LOE outlining these elements.

12.3.3 Participate in the periodic evaluation of the police services which will assist the community and the policing service to address specific community issues and concerns;

12.3.4 Identify desirable attributes for the RCMP Member(s) who are to be considered for deployment to the [name of the First Nation] community; and

12.3.5 On or before June 30 of every Fiscal Year covered by this Agreement, complete the RCMP FNCPS Report using the form provided by Canada to the [Name of the First Nation].

12.4 To assist the CCG with their roles and responsibilities, Canada, the Province and the RCMP may, from time to time, offer training to the CCG.

13. REPORTING, EVALUATION AND AUDIT

13.1 If no CCG has been established, the Council shall submit to Canada and the Province, on or before June 30 of every Fiscal Year covered by this Agreement, the RCMP FNCPS Report outlining the benefits of this Agreement to the [name of the First Nation], using the form provided by Canada.

13.2 The Council must keep all the original documents relevant to this Agreement for a period of two (2) years after the expiry or termination of this Agreement. The Parties agree that Canada or the Province, at their expense, during the term of this Agreement and for a period of up to two years after its expiration or termination, may review the records maintained by the Council to ensure compliance with the terms and conditions of this Agreement. The scope and timing of such reviews, evaluations or audits shall be determined by Canada and the Province and may be carried out either by employees of

Canada and the Province or independent reviewers, evaluators or auditors. The Council shall make available to Canada and the Province or to independent reviewers, evaluators or auditors in a timely manner, any records, documents and information that they may require and the Council shall give them access without charge to all its facilities for the reviews during regular working hours and within seventy-two (72) hours after receiving written notice. The results of reviews completed by Canada may, at Canada's discretion, be made available to the public through posting on the Internet site of the Department of Public Safety and Emergency Preparedness (www.publicsafety.gc.ca).

- 13.3 Canada and the Province may conduct program monitoring in the First Nation community to ensure that the objectives of this Agreement are met.

14 LIABILITY AND INDEMNIFICATION

- 14.1 The Council shall indemnify and save harmless Canada and the Province and their respective employees and agents and take up their defense from and against all claims, losses, damage, actions, causes of actions, costs and expenses or liabilities that may arise directly or indirectly out of any act, omission or delay or negligence on the part of the Council, or its members, employees or agents in carrying out this Agreement. Such indemnity shall survive the termination or expiry of this Agreement for matters that occurred prior to the termination or expiry of this Agreement.
- 14.2 Neither Canada nor the Province shall be responsible for the death, or any bodily or personal injury or property damage of any nature whatsoever that the Council, or their respective members, employees, agents or third parties may suffer or sustain, during the implementation of this Agreement, unless these damages have been caused by the fault of an employee or agent of Canada or the Province in the performance of their duties.
- 14.3 If despite best efforts the RCMP is unable to assign RCMP Members or fill vacancies, Canada (including the RCMP and its members), and the Province shall not be held liable for its failure to do so.

15. INSURANCE

- 15.1 The Council shall at its own expense and without limiting its obligations herein, insure the police facility, the residences, and the Council's operations, including the CCG, and its respective members, employees and agents under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$2,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability coverage and a cross-liability clause. Canada and the Province shall be named under the policy as additional insured parties with the Council;

- 15.2 Proof of all required insurance in a form acceptable to Canada and the Province shall be provided by the Council to Canada and the Province within sixty (60) days of signing this Agreement and promptly upon request.

**PART IV
GENERAL CONDITIONS**

16. NOTICES

- 16.1 Any notice, request, information or any other document required with respect to this Agreement will be given in writing and sent by e-mail, regular or registered mail, courier or facsimile. Notice will be considered as having been received upon delivery of the courier, or one day after being sent by e-mail or facsimile, or eight (8) calendar days after being mailed.

Canada

Aboriginal Policing Directorate
Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P8
Fax: (613) 991-0961

and

BC/North Regional Office
Public Safety Canada
Aboriginal Policing
607-3292 Production Way
Burnaby BC V5A 4R4
Fax: (604) 666-1498

The Province

Minister of Justice
Police Services Division
P.O. Box 9285, Station Provincial Government
Victoria BC V8W 9J7
Fax: (250) 356-7747

The Council

XXXX
Address
Fax: (xxx) xxx-xxxx

- 16.2 Any documents or notices which affect the day-to-day operations of RCMP shall be given in writing by registered mail or fax and sent to:

Commanding Officer
RCMP "E" Division
14200 Green Timbers Way
Surrey BC V3T 6P3
Facsimile: 778-290-6058

- 16.3 Each Party shall advise the other Parties in writing of any change of address or fax number.

17. AMENDMENT

- 17.1 This Agreement may be amended from time to time by agreement in writing among all Parties.

18. DEFAULT

- 18.1 Where there is default of the Council, Canada or the Province may terminate this Agreement as per section 20.
- 18.2 Where there is such default, Canada and the Province shall provide the Council with written notice indicating the said default and setting out its intention to exercise the rights under subsection 18.1 if the Council does not remedy the default within thirty (30) days.
- 18.3 A Party shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that a Party refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on a Party shall not prevent a Party in any way from later exercising any other remedy or right under this Agreement or other applicable law.
- 18.4 The Parties acknowledge that Emergencies, Special or Major Events as defined in the Framework Agreement are valid reasons which may temporarily affect the provision of policing services to the [Name of the First Nation] and that the temporary reassignment of RCMP Members for these reasons does not constitute a default under this Agreement.

19. DISPUTE RESOLUTION

- 19.1 The Parties undertake to foster the resolution of disputes arising from the interpretation or application of this Agreement in the spirit of conciliation, cooperation and harmony.

19.2 Any dispute arising out of, or relating to, this Agreement shall be a matter for discussion and good faith negotiation among the Parties, who shall attempt to resolve the dispute promptly.

19.3 The Council should communicate its concerns regarding the day-to-day policing of the [Name of the First Nation] to the RCMP Member(s) assigned to the [Name of the First Nation].

20. TERMINATION

20.1 Notwithstanding Section 18, any of the Parties may terminate this Agreement by giving the other Parties twelve (12) months' notice in writing.

21. SURVIVAL OF THIS AGREEMENT

21.1 All dispute resolutions and limitations of liability clauses, as well as the clauses which by the nature of the rights or obligations they create might reasonably be expected to survive, will survive the termination or expiry of this Agreement.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have signed:

FOR THE COUNCIL

THE CHIEF

signed on

FOR CANADA,

THE MINISTER OF PUBLIC SAFETY AND
EMERGENCY PREPAREDNESS

signed on

FOR THE PROVINCE,

THE MINISTER OF JUSTICE

signed on

The Royal Canadian Mounted Police, as represented by the Commissioner or his designate, hereby acknowledges the terms and conditions of this Community Tripartite Agreement.

ROYAL CANADIAN MOUNTED POLICE

signed on