

**CONTRIBUTION AGREEMENT FOR  
POLICING AND LAW ENFORCEMENT SERVICES  
FUNDING**

**British Columbia**

**Nisga'a Nation**

**THIS AGREEMENT** dated as of January 1, 2015.

BETWEEN:

**MINISTER OF JUSTICE FOR THE PROVINCE OF BRITISH COLUMBIA**  
("Minister of Justice"), as represented by the Director of Police Services

OF THE FIRST PART

AND

**NISGA'A NATION** ("Nisga'a Nation"), as represented by the Nisga'a Lisims  
Government Executive

OF THE SECOND PART

(together, the "Parties")

**WHEREAS:**

- A. British Columbia and the Nisga'a Nation negotiated and entered into the Real Property Tax Co-ordination Agreement;
- B. After entering into the Real Property Tax Co-ordination Agreement, British Columbia undertook various legislative amendments, including the inclusion of Nisga'a Lands as a contributing area under section 66.2 (1) of the Police Act;
- C. As an adjunct to the Real Property Tax Co-ordination Agreement, the Parties wish to enter into this Agreement to enable the Nisga'a Nation to provide a contribution to the cost of policing and law enforcement services on Nisga'a Lands, as an agreement under section 66.2 (1.11) of the Police Act, so that the Nisga'a Lands will not be a contributing area for the purposes of Part 9.1 of the Police Act;
- D. By Order in Council number 397 dated July 14, 2015, the Lieutenant Governor in Council has approved the terms of this Agreement.

NOW THEREFORE in consideration of the premises and the covenants and agreements set out below, the Parties agree as follows:

## 1.0 DEFINITIONS

1.1 In this Agreement and the Recitals:

“**Agreement**” means this Contribution Agreement for Policing and Law Enforcement Services Funding;

“**British Columbia**” means Her Majesty in right of British Columbia;

“**Communication**” has the meaning set out in section 12.1;

“**Contribution Amount**” means:

(a) for the 2015 Taxation Year, \$50,000; and

(b) for each Taxation Year after 2015, the CPI Adjustment for that Taxation Year multiplied by the Contribution Amount for the preceding Taxation Year;

“**CPI Adjustment**” means, for a Taxation Year, one plus the annual average percentage change (expressed as a decimal) in the previous Taxation Year as set out in “The Consumer Price Index for Canada, All-items CPI, not seasonally adjusted, historical data” as published by Statistics Canada;

“**Effective Date**” has the meaning set out in section 14.1;

“**Finance Minister**” means the minister charged with the administration of the *Financial Administration Act*, R.S.B.C. 1996, c. 138;

“**Minister**” means the minister responsible for policing services in the Province of British Columbia;

“**Nisga’a Final Agreement**” means the Nisga’a Final Agreement among the Nisga’a Nation, Canada and British Columbia, as it took effect on May 11, 2000, and includes any amendments to that Agreement made from time to time in accordance with its provisions;

“**Nisga’a Lands**” means Nisga’a Lands as defined in the Nisga’a Final Agreement;

“**Payment Due Date**” means, in relation to a Taxation Year, the date referred to in section 66.63 of the Police Act;

“**Police Act**” means the *Police Act*, R.S.B.C. 1996, c. 367;

“**Provincial Police Force**” means the provincial police force as defined in the Police Act;

“**Real Property Tax Co-ordination Agreement**” means the agreement between British Columbia and the Nisga’a Nation entitled the *Real Property Tax Co-ordination Agreement* and dated for reference the 31st day of July, 2014, as amended from time to time; and

“**Taxation Year**” means a calendar year in which tax is imposed and collected pursuant to Part 9.1 of the Police Act.

## **2.0 CONTRIBUTION BY NISGA’A NATION TO BRITISH COLUMBIA**

- 2.1 On or before May 1 of each Taxation Year, British Columbia will send an invoice to the Nisga’a Nation for the Contribution Amount for that Taxation Year.
- 2.2 On or before the Payment Due Date in each Taxation Year, the Nisga’a Nation will pay to British Columbia as represented by the Finance Minister the Contribution Amount for that Taxation Year.
- 2.3 This Agreement is an agreement respecting funding for policing and law enforcement services provided within Nisga’a Lands under section 66.2 (1.11) (a) of the Police Act and for certainty is not an agreement under which the Nisga’a Nation assumes responsibility for the administration of police and law enforcement on Nisga’a Lands.
- 2.4 For certainty, this Agreement does not in any way limit the jurisdiction, authority and responsibilities of the Minister in respect to policing and law enforcement in the Province of British Columbia.
- 2.5 The Parties will review this Agreement no later than January 1, 2022, and may amend this Agreement if each Party agrees.

## **3.0 DISPUTE RESOLUTION**

- 3.1 The Parties desire and expect that most disagreements arising under this Agreement will be resolved by informal discussion without the necessity of invoking a dispute resolution mechanism, and the Parties will act in good faith in attempting to reach a resolution of all such disagreements.
- 3.2 In the event that a dispute between the Parties arising under this Agreement is not resolved by informal discussion, the Parties will use the procedures set out in sections 3.3 to 3.7 before pursuing any other remedy.

- 3.3 Within 30 days of a Party receiving written notice from the other Party that the other Party is invoking this dispute resolution process, the Parties will meet and attempt to settle the dispute.
- 3.4 If, within 60 days after the first meeting referred to in section 3.3, the Parties fail to resolve the dispute, the Parties will submit the dispute to mediation and will share equally the cost of that mediation.
- 3.5 The Parties will jointly select a mediator to mediate the dispute but if, after 30 days following the expiry of the 60-day time period referred to in section 3.4, the Parties are unable to agree on the choice of a mediator, the Parties will submit the matter of choosing a mediator to a judge of the Supreme Court of British Columbia, who will be asked to choose a mediator.
- 3.6 The Parties will participate in the mediation process for a period of up to 60 days.
- 3.7 The Parties may agree to time periods other than those referred to in sections 3.2 to 3.6.
- 3.8 Notwithstanding any other provision of this Agreement, the Nisga'a Nation will send any written notice under section 3.3 respecting the amount of an invoice provided by British Columbia under section 2.1 by no later than 60 days from the date the Nisga'a Nation receives the invoice in accordance with Article 12.0.

#### **4.0 AGREEMENT TERM**

- 4.1 The term of this Agreement starts on the Effective Date and ends when this Agreement is terminated under section 4.2 or in accordance with sections 4.3 or 4.4.
- 4.2 The Parties may agree to terminate this Agreement at any time on such terms as may be agreed upon by the Parties.
- 4.3 If the Nisga'a Nation fails to pay any amount under this Agreement when that amount becomes due and payable, then provided that
- (a) the matter has not been referred to dispute resolution pursuant to Article 3.0, or
  - (b) if the matter has been referred to and resolved by dispute resolution but the Nisga'a Nation has not paid an amount in accordance with the resolution,

British Columbia may provide a notice of the default and require that the default be remedied within 60 days, or such longer period as may be stipulated in the notice of default, and if the default is not remedied within the time limited this Agreement will terminate effective December 31 of the year in which the default occurred without further notice to the Nisga'a Nation.

- 4.4 This Agreement will terminate effective on December 31 of the earlier of the following years:
- (a) the year in which the Real Property Tax Co-ordination Agreement is terminated; and
  - (b) the year in which the Nisga'a Nation gives notice of termination of this Agreement to British Columbia.

## **5.0 AMENDMENTS TO THIS AGREEMENT**

- 5.1 Any amendment to this Agreement must be in writing and executed by both Parties.
- 5.2 A Party may at any time request the other Party to review and consider making amendments to this Agreement, in which case the requested Party will not unreasonably withhold their consent to the review.

## **6.0 NO IMPLIED WAIVER**

- 6.1 No term or condition of this Agreement, or performance by a Party of a covenant under this Agreement, will be deemed to have been waived unless the waiver is in writing and signed by the Party giving the waiver.
- 6.2 No written waiver of a term or condition of this Agreement, or of the performance by a Party of a covenant under this Agreement, or of a default by a Party of a covenant under this Agreement, will be deemed to be a waiver of any other covenant, term or condition, or of any subsequent default.

## **7.0 FURTHER ASSURANCES**

- 7.1 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

## **8.0 INTERPRETATION**

- 8.1 In this Agreement:
- (a) unless it is otherwise clear from the context, “including” means “including, but not limited to”, and “includes” means “includes, but is not limited to”;
  - (b) headings are for convenience only, do not form part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;

- (c) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it; and
- (d) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

8.2 This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the Nisga'a Nation, as applicable.

## **9.0 TIME OF ESSENCE**

9.1 Time is of the essence in this Agreement.

## **10.0 ENUREMENT**

10.1 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors.

## **11.0 NO ASSIGNMENT**

11.1 This Agreement may not be assigned, either in whole or in part, by either Party.

## **12.0 NOTICES**

12.1 Unless otherwise provided, a notice, invoice, document, request, approval, authorization, consent or other communication (each a "Communication") required or permitted to be given or made under this Agreement must be in writing and may be given or made in one or more of the following ways:

- (a) delivered personally or by courier;
- (b) transmitted by facsimile transmission; or
- (c) mailed by prepaid registered post in Canada.

12.2 A Communication will be considered to have been given or made, and received:

- (a) if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- (b) if sent by facsimile transmission and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted; or

(c) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.

12.3 A Communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:

**For:** Nisga'a Nation  
**Attention:** Secretary-Treasurer  
P.O. Box 231  
New Aiyansh, British Columbia  
VOJ 1A0

Fax Number: (250) 633-3035

**For:** Minister  
**Attention:** Director of Police Services  
Police Services Division  
P.O. Box 9285 Station Provincial Government  
Victoria, British Columbia  
V8W 9J7

Fax Number: (250) 356-7747

12.4 A Party may change its address or facsimile number by giving a notice of the change to the other Party in the manner set out above.

### 13.0 EXECUTION

13.1 Each Party represents and warrants that its signatory to this Agreement is duly authorized to execute this Agreement on its behalf.

13.2 This Agreement may be signed in one or more counterparts. A signed counterpart may be delivered to another party by facsimile transmission and a facsimile so transmitted will constitute an original document. Signed counterparts held by a Party, taken together, will



