

# Operational Policing Service



## Protocol Agreement



between

**Nishnawbe-Aski  
Police Service**

and

**Ontario Provincial Police**

*27Jun03*

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# **NISHNAWBE-ASKI POLICE SERVICE ONTARIO PROVINCIAL POLICE OPERATIONAL POLICING PROTOCOL**

The protocol is intended to provide the  
directions necessary to establish  
the operational relationship  
between the  
Ontario Provincial Police  
and  
Nishnawbe-Aski Police Service  
as outlined in the  
Nishnawbe-Aski Nation / Canada / Ontario  
Policing Agreement.

**("The Agreement")**

# **AGREEMENT**

The purpose of this protocol is to provide a flexible, non-contractual, formal agreement for cooperation and professional liaison between the Nishnawbe-Aski Police Service and the Ontario Provincial Police to:

- a) Ensure a coordinated and effective delivery of Police Service, where a collective use of resources are required or requested involving the Nishnawbe-Aski Police Service and the Ontario Provincial Police.
- b) Serve as an expediency guide for initiating action on occurrences involving a cooperative effort between the respective Police Services.

## 1.0 DEFINITIONS

### 1.1 Chief of Police

Means the person appointed by the Nishnawbe-Aski Police Services Board to perform the duties of Chief of Police as set out in Section 6 of ***The Agreement***. In the absence of the Chief of Police it would be his designee.

### 1.2 Commissioned Officer

Means an Ontario Provincial Police officer holding the rank of Inspector or above.

### 1.3 Commissioner

Means the Commissioner of the Ontario Provincial Police.

### 1.4 Deputy Chief of Police

Means the person appointed by the Nishnawbe-Aski Police Services Board to perform the duties of Deputy Chief of Police. In the absence of the Deputy Chief of Police it would be his designee.

### 1.5 Detachment Commander

Means the officer in charge of an OPP Detachment or designee.

### 1.6 Duty Officer

Means a member of the OPP Regional Headquarters or NAPS Senior Staff who is designated on a rotational basis to initiate the necessary action or make the necessary notification in respect to an incident.

### 1.7 First Nation

Means an Indian Band on a Reserve or a Native Community on Crown Lands, which is a recognized member of NAN as listed in Schedule "A".

### 1.8 Fiscal Year

Means the period commencing April 1 of every year and ending on March 31 of the following year.

### 1.9 Incident Commander Level 1

Means a member trained and designated to handle major occurrences with the exception of barricaded persons, hostage takings or other high risk occurrences to which TRU is assigned.

**1.10 Incident Commander Level 11**

Means a Commissioned Officer trained to handle all major occurrences or a member of commissioned rank who by virtue of extensive experience has demonstrated over time the required skills of the position and is designated in writing by a Regional Commander to assume responsibilities of a Level II Incident Commander.

**1.11 Inspector - NAPS**

Means the Operational Executive reporting to Deputy Chief of Police.

**1.12 Nishnawbe-Aski Area**

Means that part of the Province of Ontario covered by Treaties No. 9 and No. 5.

**1.13 Nishnawbe-Aski Nation (NAN)**

Means the organization consisting of the Chiefs of the First Nations in the Nishnawbe-Aski area.

**1.14 Nishnawbe-Aski Officer**

Means a member of Nishnawbe-Aski Police Service who exercises the powers of a police officer and who is appointed pursuant to the Police Services Act of Ontario.

**1.15 Nishnawbe-Aski Police Service (NAPS)**

Means the police service incorporated pursuant to the laws of Ontario.

**1.16 Nishnawbe-Aski Police Service Agreement**

Means The Agreement between the Province of Ontario Canada which established the Nation and the renegotiated Agreement.

**1.17 Nishnawbe-Aski Police Service Board (The Board)**

Means the Board of the Nishnawbe-Aski Police Service.

**1.18 North East Region**

Means the geographical boundary of land located in the North East area in the Province of Ontario, including the judicial District of Parry Sound, Nipissing, Sudbury, Cochrane, Algoma and Manitoulin.

**1.19 North West Region**

Means the geographical boundary of land located in the North West area in the Province of Ontario which includes the Districts of Rainy River, Thunder Bay and Kenora.

**1.20 Northeast Region or Northwest Region**

Means the Operating Regions of NAPS.

**1.21 OPP**

Means the Ontario Provincial Police.

**1.22 Protocol**

Means the agreement between the Nishnawbe-Aski Police Service and the OPP pursuant to *The Agreement*.

**1.23 Regional Commander OPP**

Means the Regional Commander of an Ontario Provincial Police Region or designee, including a Regional Duty Officer.

**1.24 Regional Telecommunications Supervisor**

Means the working member in charge of the Regional Telecommunications Unit/Operations Centre.

**1.25 Senior Officer**

Means a member of the Police Service of the rank of Inspector or higher or a police officer acting in that capacity.

**1.26 Territory**

Means First Nation geographical boundaries of land.

**2.0 GEOGRAPHICAL BOUNDARIES**

2.1 The geographical boundaries of the First Nation Territories served by the Nishnawbe-Aski Police Service are established as follows:

2.1.1 Appendix "A"

Nishnawbe-Aski First Nations participating in this Agreement.

**Appendix "A"**

**Nishnawbe-Aski Police Service  
Participating in this Agreement**

<b>1</b>	Aroland First Nation	<b>23</b>	Marten Falls First Nation
<b>2</b>	Attawapiskat First Nation	<b>24</b>	Matachewan First Nation
<b>3</b>	Bearskin Lake First Nation	<b>25</b>	Mattagami First Nation
<b>4</b>	Beaverhouse First Nation	<b>26</b>	Mishkeegogamang (Osnaburgh) First Nation
<b>5</b>	Brunswick House First Nation	<b>27</b>	Missinabie Cree First Nation
<b>6</b>	Cat Lake First Nation	<b>28</b>	Mocreebic Indian Community
<b>7</b>	Chapleau Cree First Nation	<b>29</b>	Moose Cree First Nation
<b>8</b>	Chapleau Ojibway First Nation	<b>30</b>	New Post First Nation
<b>9</b>	Constance Lake First Nation	<b>31</b>	New Slate Falls First Nation
<b>10</b>	Deer Lake First Nation	<b>32</b>	Nibinamik First Nations (Summer Beaver)
<b>11</b>	Eabemetoong First Nation(Fort Hope)	<b>33</b>	North Spirit First Nations
<b>12</b>	Flying Post First Nation	<b>34</b>	Poplar Hill First Nation
<b>13</b>	Fort Albany First Nation	<b>35</b>	Sachigo Lake First Nation
<b>14</b>	Fort Severn First Nation	<b>36</b>	Sandy Lake First Nation
<b>15</b>	Hornepayne Indian Community	<b>37</b>	Wahgoshig First Nation
<b>16</b>	Kasabonika First Nation	<b>38</b>	Wapekeka First Nation
<b>17</b>	Kashechewan First Nation	<b>39</b>	Wawakepewin First Nation
<b>18</b>	Keewaywin First Nation	<b>40</b>	Webequie First Nation
<b>19</b>	Kingfisher Lake First Nation	<b>41</b>	Weenusk First Nation (Peawanuck)
<b>20</b>	Koocheching First Nation	<b>42</b>	Whitewater First Nation
<b>21</b>	Neskantanga First Nation (Lansdowne House)	<b>43</b>	Wunnumin Lake First Nation
<b>22</b>	MacDowell Lake First Nation		

\*\*Note - Not all of the communities have officers.



### **3.0 JURISDICTION**

- 3.1 NAPS has the primary responsibility for the enforcement of all laws and shall be involved in all police operations on the First Nation Territories described on page 8 of this protocol.
- 3.2 NAPS shall have no responsibility for providing policing services to the Pikangikum, Big Trout Lake, Muskrat Dam, Ginoogaming, Weagamow Lake and New Saugeen First Nations, unless otherwise agreed to by the parties and by those First Nations noted herein.
- 3.3 NAPS and OPP agree that if an investigation or occurrence involves the other Police Services jurisdiction, the Detachment Commander or Senior Officer of NAPS who has jurisdiction shall be notified and if possible such notification shall be made prior to their attendance. If this is not possible such notification shall be made as soon as possible. This notice to the respective Senior Officer of NAPS or Detachment Commander shall not cause a delay or interfere with a required immediate police action.
- 3.4 NAPS may enforce Federal/Provincial Laws and investigate occurrences/incidents that occur off-territory in close proximity to a First Nation Territory (ie: airport related incident, winter roads).
- 3.4.1 NAPS will inform the supervisor at the Communication Centre or Detachment of occurrence, of all incidents occurring in proximity to a First Nation Territory, which requires investigation by the OPP.
- 3.4.2 Occurrences/Incidents required to be reported and investigated by the OPP would be those Benchmark Occurrences as contained in OPP Police Orders:
- any unnatural death of a person
  - abduction
  - armed robbery
  - serious arson
  - extortion
  - gambling
  - missing person when foul play or misadventure is suspected
  - sexual assault
  - serious wounding
  - weapons
  - any occurrence which has the potential to generate an adverse report in the news media.

#### **4.0 MUTUAL ASSISTANCE**

- 4.1 Specialized Assistance - Where NAPS requires specially trained or equipped units, the Senior Officer of NAPS may request such assistance, once the assistance has been confirmed from the OPP, and subject to the availability of the service, the OPP shall provide the necessary assistance in support of NAPS. The OPP requires early notification to allow for proper assistance to be provided.
- 4.2 The OPP or NAPS agree to act as first response to serious incidents as requested by the other Police Service.
- 4.3 The duties of both agencies responding to or attending at such incidents will be to preserve life, protect evidence and secure the scene until the arrival of the jurisdictional Police Service.

#### **5.0 INVESTIGATIONS – GENERAL**

- 5.1 Nishnawbe-Aski Police Service will be responsible to enforce the Criminal Code of Canada, First Nation Laws, Ontario Provincial Statutes where applicable, as well as other Federal Statutes within its jurisdictional area. NAPS will be responsible for investigation, incarceration, prosecution and prescribed documentation such as fingerprinting with respect to these laws.
- 5.2 The OPP and NAPS agree to share investigative information and access to deferred files on an ongoing basis.

#### **6.0 OPERATIONAL SUPPORT – SPECIALIZED**

- 6.1 Special Field Units - The actions and operational tactics of all specialized functions will be governed by the OPP policy.
  - 6.1.1 For the purpose of this Protocol, Special Field Units include Emergency Response Team, Canine Unit, Underwater Search and Recovery Unit, Tactics and Rescue Units, Explosive Disposal Team and Forensic Identification Unit.
  - 6.1.2 The Senior Officer of NAPS may request the services of the Special Field Units from the Regional Commander or designee. The Special Field Unit Commander shall liaise jointly with the Senior Officer of NAPS and Regional Commander or either designee following the authorization to deploy the unit. When requesting specialized services, the Senior Officer of NAPS will notify the Chief and Council of the respective community, that such deployment is occurring.

- 6.2 Tactics and Rescue Unit (TRU) – The Senior Officer of NAPS may contact the appropriate Duty Officer when TRU is required. A Level II Incident Commander will accompany the Tactics and Rescue Unit to all incidents. The command and supervision of the Tactics and Rescue Unit will be under the direction of the OPP Incident Commander. The OPP Incident Commander, the Senior Officer of NAPS, and Tactics and Rescue Unit Support personnel, will jointly staff the Command Post. The OPP Incident Commander and Senior Officer of NAPS will jointly have input into decisions pertaining to operational procedures, including termination or withdrawal of TRU. Final operational decisions regarding the incident remain the responsibility of the OPP Incident Commander.
- 6.3 Emergency Response Team (ERT) – Refer to 6.2 Tactics and Rescue Unit. The Incident Commander may be a Level 1.
- 6.4 Canine Unit – The Senior Officer of NAPS may request Canine Unit services by contacting the appropriate Duty Officer.
- 6.5 Breathalyzer – Mutual assistance between NAPS and OPP will provide breathalyzer service where available.
- 6.6 Underwater Search and Recovery – When required by NAPS, the Senior Officer of NAPS may request the services of the Underwater Search and Recovery by contacting the appropriate Duty Officer.
- 6.7 Forensic Identification Unit (FIU) – The Senior Officer of NAPS may request the services of FIU by contacting the appropriate Duty Officer.
- 6.8 Major Investigation – The Senior Officer of NAPS may contact the Regional Duty Officer, if a specialized section, unit or member is required to assist in investigations such as homicides, major robbery, large frauds and technical traffic collision investigation.
- 6.9 Missing Persons
- 6.9.1 Where a person goes missing from a known location the case is the responsibility of the police service with the territorial jurisdiction for that location.
- 6.9.2 Responsibility for investigating missing persons cases will be determined through communication between the police services.
- 6.9.3 The police services will assist each other in investigating and locating of missing persons.

6.10 Community Services – NAPS and the OPP will share information programs and resources in Crime Prevention, Public Safety, Public Education and related community activities.

6.11 Community System (Radio)

6.11.1 NAPS will continue to utilize the OPP radio system until such time as agreed upon mutually by both parties.

6.11.2 The OPP will provide telecommunication services, which includes dispatching, equipment, training, and technical support to NAPS at a level consistent with that provided to its own members. This policy does not preclude the OPP providing specialized equipment and/or support on a temporary basis for specific incidents having unique telecommunications requirements.

6.11.3 NAPS will be responsible for the cost of repair and maintenance of present equipment as well as the purchase of any new additional equipment.

6.11.4 Due to the complexity and integration of the OPP Telecommunication System (OPP System), usage by NAPS must comply with policies and procedures established by the OPP with respect to:

- Operating procedures
- Purchase of equipment
- Maintenance of equipment
- Removal and installation of equipment
- Costing
- Licensing of frequencies
- Suitability of all equipment used with the OPP System.

Any exception to the above requirements shall be negotiated to the mutual satisfaction of NAPS and OPP Telecommunications Section.

6.11.5 Any specialized usage NAPS may wish to make of the OPP System must have the approval of the Regional Commander and/or Telecommunications Section.

6.11.6 Due to the proprietary nature of the OPP System and its component parts, the OPP retains all rights to mobile or other equipment issued to NAPS.

- 6.11.7 No modification, alteration or disposal of equipment or mobile systems shall be made without prior written approval of OPP Telecommunications Section.
- 6.11.8 No equipment shall be loaned, used or otherwise be given to any person or agency who is not an authorized user of the OPP System without prior written approval of OPP Telecommunications Section.
- 6.11.9 Upon termination of use of OPP Telecommunications services by NAPS, the OPP reserves the right to determine appropriate disposal of all equipment which was used as part of the OPP System, financial reconciliation notwithstanding.
- 6.12 NAPS Duty Officer – NAPS will provide a list of on-call Duty Officer(s) on a bi-weekly basis to the Telecommunications Unit at Kenora, Thunder Bay and the North East Region Operations Centre. Amendments to the list will be provided in a timely fashion.
- 6.13 Traffic Enforcement and Investigation – It is understood that the legislative responsibility for the enforcement and investigation of the Ontario Highway Traffic Act on Kings Highways running through the respective First Nations is that of the OPP. A member of NAPS may act as first response unit and assist with traffic occurrences on Kings Highways.

## **7.0 HELICOPTER**

- 7.1 The Senior Officer of NAPS may request the attendance of the OPP helicopter by contacting the Regional Commander or Duty Officer.
- 7.2 A helicopter may be utilized but not limited to the following circumstances:
- area search and recovery of lost, missing or wanted person, aircraft or vessel
  - evacuation of a person in emergency conditions.

## **8.0 MAJOR CASES**

- 8.1 The OPP Criminal Investigation Branches primary function is to provide case management and expert investigative assistance on serious criminal matters. Expertise in extradition matters is also provided.

- 8.2 The Senior Officer of NAPS may request the services of Criminal Investigation Branch and once the assistance has been authorized, the Branch shall assume and maintain case management until the conclusion of the investigation.
- 8.3 The OPP member assigned to the investigation shall liaise with the Senior Officer of NAPS to determine shared resources.

## **9.0 OTHER INVESTIGATIVE ASSISTANCE**

- 9.1 The Senior Officer of NAPS may request assistance from Anti-Rackets Section, Drug Enforcement Section, Technical Support Section or Traffic and Marine Section from the Regional Commander or designee.
  - 9.1.1 Appendix "A"  
Nishnawbe-Aski Police Service Investigations Support Unit Role.

**Appendix "A"**  
**Nishnawbe-Aski Police Service**  
**Investigative Support Unit Role**

In order to understand the role of the Investigation Support Unit, it is important to understand how it came into being.

The Nishnawbe-Aski Police Service (NAPS) advised both governments that they were understaffed and their officers were not receiving adequate support with regards to mentoring and training. NAPS were experiencing an ongoing attrition rate of approximately 25% each year (46% in the Northwest).

In response to the position presented by NAPS and its Police Services Board, Senior representatives from the Ministry have participated in the development of the Investigative Support Unit in an effort to ensure the continued viability of the largest First Nation Police Service and thus the continued delivery of culturally sensitive policing.

The Investigative Support Unit was formed to respond to the concerns identified by the Chief of Police and Police Board members. The general responsibility of the unit is to address the following concerns:

- ❖ Provide NAPS officers with the skill and training to improve morale and reduce their attrition rate
- ❖ Provide a better quality of policing services to communities in the north that are experiencing an incredibly high per capita suicide rate
- ❖ Fulfill some of the Saganee Coroner Inquest recommendations to provide officer training in the form of suicide prevention.

To achieve these goals the members of the Investigative Support Unit in consultation with NAPS management will:

- ❖ Provide training and mentoring to officers in the area of criminal investigation, supervision and police administration
- ❖ Implement standards with regards to investigations, court brief preparation and general police administration
- ❖ Liaise with stakeholders and special interest groups to ensure open communication with regards to concerns or issues
- ❖ Assist in an operational role regarding urgent circumstances where a NAPS officer is unavailable or unable to perform a role or duty.

## 10.0 TRAUMA SUPPORT

- 10.1 NAPS Officers may experience psychological trauma due to their involvement in a traumatic incident. When officers resort to excessive suppression of their emotions, remaining unaware of the symptoms of post-traumatic stress, the potential for serious long term delayed stress reactions increases. Trauma Support Providers are the first line of defense for officers who have experienced a traumatic incident.
- 10.2 For the purpose of this protocol, a traumatic incident will include, but not be limited to:
- Killing or seriously injuring someone
  - Being shot
  - Being shot at.
- 10.3 A "Trauma Support Provider" means an OPP Member or First Nations Officer who has experienced a traumatic incident and who has been trained to provide support and assistance to other officers experiencing emotional trauma.
- 10.4 When a NAPS Officer is involved in a traumatic incident the Senior Officer of NAPS may contact the appropriate Duty Officer to avail the closest accessible Trauma Support Provider.
- 10.5 The Trauma Support Provider when notified shall proceed to the area of the incident and personally contact the involved officers.
- 10.6 Upon being contacted by a Trauma Support Provider a NAPS Officer may decline the offer of Trauma Support.



## **11.0 IN-SERVICE TRAINING**

11.1 For the purpose of this Protocol:

11.1.1 "In-Service Training" means a training program provided by an OPP field In-Service Training Unit in North West or North East Region, under the direction of the Provincial Police Academy, covering a specific subject or series of subjects including firearms training.

11.1.2 "Compulsory Training" means training for which attendance is compulsory and an explanation of absence is required.

11.2 The OPP In-Service Training Unit will provide and schedule In-Service Training for NAPS Officers. This training may be by videos forwarded to each location by mail or by attendance of NAPS Officers at selected training sites. Compulsory training will be Firearms, Personal Safety, First Aid and CPR. Attendance will be in accordance with NAPS policy. The Training Unit Commander will liaise with the Senior Officer of NAPS to arrange the schedule and locations of the training.

11.3 NAPS will in the future deliver their own training needs once appropriate staff is in place.

## **12.0 FINANCIAL ARRANGEMENTS**

12.1 From time to time NAPS and the OPP may purchase items in a cooperative manner to ensure cost effectiveness. All purchases will be costed back to the appropriate police service.

12.2 Unless otherwise specified, NAPS will be responsible for all operational and administrative related expenses associated to OPP assistance.

12.3 Unless otherwise specified, OPP will be responsible for all operational and administrative related expenses associated to NAPS assistance.

12.4 All expense and reimbursement claims, ie: meals, accommodation and travel, will be in accordance with OPP policy and submitted on a statement of expenses form – FB2.

### **13.0 BUILDINGS / ACCOMMODATIONS**

13.1 The following facilities are owned and maintained by Ontario Realty Corporation:

- Cell complex at Osnaburgh
- Accommodation building at Peawanuck
- Accommodation building at Fort Albany
- OPP / Accommodation building and Officer Accommodation trailer at Moose Factory
- Patrol Cabin / Accommodation at Landsdowne House
- Patrol Cabin / Accommodation at Sandy Lake
- Hangar and Office Buildings situated at the Airport in Sioux Lookout
- ORC building at Nakina

In accordance with *The Agreement* NAPS may utilize existing Ontario owned offices, cells and officer accommodations for the provision of policing services. With the exception of utility costs and other related direct operating expenses, these facilities will be provided for use of NAPS by ORC at no cost.

13.2 NAPS and the OPP may share the hangar facility for storage of the OPP aircraft.

13.3 NAPS agrees to coordinate utilization of the aforementioned facilities to provide visitor accommodation for members of NAPS and OPP and to make the facilities available on request, subject to the availability of space, to officials of other government ministries.

13.4 A clean-up fee may be applied at the discretion of NAPS for the use of the above facilities.

### **14.0 COURT – BAIL HEARINGS / PRISONER IN CUSTODY**

14.1 The OPP agrees to assist NAPS from time to time with Bail Hearings. The assistance will consist of providing an OPP officer to facilitate remands of NAPS prisoners in custody and escorts. The OPP "Paid Duty" system may be utilized when local OPP resources are not available. A Sergeant Team Leader, at the request of a NAPS Supervisor may approve this process.

14.2 The costs of meals and security officers incurred by the OPP will be borne by NAPS. A system of billing or payment will be arranged in writing by the Senior Officer of NAPS and the Detachment Commanders at South Porcupine, Cochrane, Kenora, Sioux Lookout, Greenstone, Red Lake, Kapuskasing, Pickle Lake, Wawa and Thunder Bay.

## **15.0 PUBLIC COMPLAINTS**

- 15.1 A public complaint will be accepted, recorded and processed by a member of the OPP or NAPS.
- 15.2 Where a public complaint is received by a member of NAPS and pertains to an employee of the OPP, the pertinent Detachment Commander shall be immediately notified.
- 15.3 Where a public complaint is received by a member of the OPP and pertains to an employee of NAPS, the **Chief of Police** shall be immediately notified.
- 15.4 NAPS may request OPP assistance in the investigation of a complaint. The request will be made to the appropriate Regional Commander.

## **16.0 OPERATIONAL ISSUES**

- 16.1 Operational issues not covered in this protocol will be resolved between the **Chief of Police** and the appropriate Regional Commander.

## **17.0 REVIEW OF OPERATIONAL POLICY PROTOCOL**

- 17.1 This protocol will be reviewed annually by the **Chief of Police** NAPS, OPP representatives from the North East / North West Regions and First Nations Programs. This review will take place upon request of each respective service.

This Protocol remains in place until such time as it is superseded.

IN WITNESS THEREOF the Parties hereto have signed this Protocol.

***SIGNED SEALED AND DELIVERED***  
***on behalf of Nishnawbe-Aski Police Service***

\_\_\_\_\_  
Wes LULOFF, Chief  
Chief of Police

\_\_\_\_\_  
Dated

***SIGNED SEALED AND DELIVERED***  
***on behalf of Ontario Provincial Police***  
***North West Region***

\_\_\_\_\_  
Mike ARMSTRONG, Superintendent  
Regional Commander

\_\_\_\_\_  
Dated

***SIGNED SEALED AND DELIVERED***  
***on behalf of Ontario Provincial Police***  
***North East Region***

\_\_\_\_\_  
Al DAWSON, Chief Superintendent  
Regional Commander

\_\_\_\_\_  
Dated