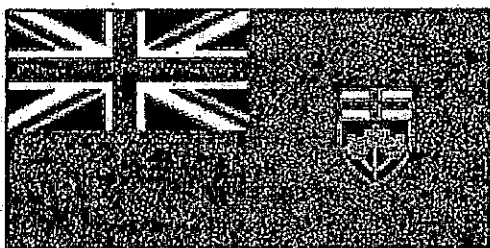




**NISHNAWBE-ASKI POLICE SERVICE  
POLICE SERVICE AGREEMENT**



**NISHNAWBE-ASKI POLICE SERVICE AGREEMENT**  
**2003 – 2005**  
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# NISHNAWBE-ASKI POLICE SERVICE AGREEMENT

AMONG:

**NISHNAWBE-ASKI NATION**

as represented by the Grand Chief,  
(hereinafter referred to as "NAN")

OF THE FIRST PART

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

as represented by the Solicitor General of Canada,  
(hereinafter referred to as "Canada")

OF THE SECOND PART

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO**

as represented by the Minister of Public Safety and Security,  
(hereinafter referred to as "Ontario")

OF THE THIRD PART

**WHEREAS** NAN, Canada and Ontario are committed to providing a police service which promotes a system of justice that is harmonious with the traditions of the people of NAN;

**WHEREAS** under the *Constitution Act, 1982*, schedule B, *Canada Act 1982*, (U.K.) 1982, c. 11, Canada has legislative responsibility with respect to Indians and lands reserved for the Indians, and Ontario has legislative responsibility for the administration of justice in the Province of Ontario, and the Aboriginal peoples of Canada have existing aboriginal and treaty rights;

**WHEREAS** the Parties hereto recognize that this Agreement does not alter or affect the division of constitutional authority, responsibility, jurisdiction, or rights of the Parties hereto or any position that the Parties may adopt in any forum with respect thereto;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

## 1. DEFINITIONS

### 1.1 In this Agreement,

- a) "Band By-laws" means by-laws enacted pursuant to the *Indian Act*, R.S.C. 1985, c. I-5;
- b) "Chief of Police" means the person appointed pursuant to Section 5 of this Agreement by the Police Service Board as Chief of Police of NAPS;
- c) "Civilian Staff" means a person who provides support services to the Nishnawbe-Aski Police Service, the Citizen Review Board and the Police Service Board;
- d) "Commissioner" means the Commissioner of the Ontario Provincial Police;
- e) "First Nation Constable" means a person appointed pursuant to Section 54 of the *Police Services Act*, R.S.O. 1990, c. P-15, who exercises the powers of a police officer throughout Ontario for the purpose of carrying out his or her duties;
- f) "Fiscal Year" means the period commencing April 1 of any year and ending March 31 of the following year;
- g) "Fly-In Squad" means those officers assigned to the Criminal Investigative Support Unit operating under the terms and conditions of the Canada, Ontario and NAPS "Floating (Fly-In) Detachment" Agreement dated June 11, 2002;
- h) "NAPS policy manual" means the manual which describes the policies and operational procedures of Nishnawbe-Aski Police Service (NAPS), including, but not limited to a Code of Conduct and a Public Complaints procedure developed by the Police Service Board;
- i) "Nishnawbe-Aski area" means generally the area occupied by communities identified in Schedule "B" within what is commonly known as Treaty No. 9 and No. 5 as shown on the map attached as Schedule "A" to this agreement;
- j) "Nishnawbe-Aski Nation" or "NAN" means the organization consisting of the Chiefs of the First Nations in the Nishnawbe-Aski area, who are participating in this Agreement which includes the First Nations listed in schedule "B";
- k) "Nishnawbe-Aski Officer" means a sworn member of the Police Service who exercises the powers of a police officer in and for the

Province of Ontario and who is appointed as a First Nation Constable pursuant to Section 54 of the *Police Services Act*, R.S.O. 1990; c. P-15;

- l) "Nishnawbe-Aski Police Service" or "NAPS" means the body of Nishnawbe-Aski Officers, the Chief of Police and civilian staff appointed to carry out the duties and attain the objectives set out in Section 4 of this Agreement;
  - m) "OPP" means the Ontario Provincial Police;
  - n) "Parties" means NAN, Canada and Ontario;
  - o) "Protocol" means the agreement between the Nishnawbe-Aski Police Service and Ontario Provincial Police dated June 27, 2003;
  - p) "Police Service Board" means the incorporated body pursuant to Section 3 of this Agreement;
  - q) "Review Board" means the Nishnawbe-Aski Citizens Review Board;
- 1.2 The definitions of "Band By-laws" and of "NAN" are used for the purposes of this Agreement only and do not necessarily reflect the meanings ascribed to those expressions by any of the Parties for any other purpose.
- 1.3 Unless expressly stipulated otherwise, the words "Section" and "Schedule" as used in this Agreement refer to the applicable section or schedule of this Agreement and the words "hereto" and "herein" shall be construed as referring to this Agreement in its entirety.
- 1.4 References to statutes in this Agreement shall be deemed to refer to those statutes as amended from time to time and to include any regulations made thereunder.

## **2. PURPOSE OF THIS AGREEMENT**

- 2.1 The purpose of this Agreement is to provide for the continuation of effective policing in Nishnawbe-Aski area by NAPS. It is intended that the police service in the Nishnawbe-Aski area will be appropriate to the culture and traditions of the people of the Nishnawbe-Aski area; responsive to the policing needs of the communities, and at least equivalent in level and standard of service to that provided in non-aboriginal communities in Ontario with similar characteristics.

### 3. MANDATE OF THE POLICE SERVICE BOARD

- 3.1 The Police Service Board shall be independent and autonomous.
- 3.2 The Police Service Board shall be responsible for governing NAPS and for providing and implementing, through the Chief of Police, planning, direction and policy for NAPS.
- 3.3 The Police Service Board shall have the following responsibilities:
- a) to govern NAPS;
  - b) to approve the objectives, priorities and the budget for NAPS;
  - c) to develop policies for the management of the Nishnawbe-Aski Officers and civilian staff;
  - d) to hire and employ the Chief of Police, Nishnawbe-Aski Officers and civilian staff;
  - e) to manage the Police Service Board budget for NAPS;
  - f) to provide the mechanisms necessary for the impartial and independent review of public complaints, improper exercise of police powers, violations of codes of conduct, and mechanisms for grievance and redress on matters related to discipline and dismissal;
  - g) to maintain standards of performance for the Chief of Police and an evaluation procedure for that performance; and
  - h) to ensure that all Nishnawbe-Aski Officers have the necessary training and authorities to enforce the Band by-laws, enacted pursuant to the *Indian Act* R.S.C. 1985, c. I-5, and the laws of Ontario and Canada.
- 3.4 The Police Service Board shall be responsible for recommending individuals for service as Nishnawbe-Aski Officers. The Commissioner may then appoint any individual so proposed as a First Nations Constable and shall not suspend or terminate such appointment without first consulting the Police Service Board. If the Commissioner determines that any proposed appointment should not be made, the Commissioner shall forthwith communicate in writing to the Police Service Board the reasons for such determination.
- 3.5 Neither the Police Service Board, nor any director, shall interfere in individual cases in the investigation or prosecutorial process, or direct NAPS with respect to specific operational decisions.

3.6 The Police Service Board shall report annually to NAN on the operations of NAPS.

#### 4. MANDATE OF THE NISHNAWBE-ASKI POLICE SERVICE (NAPS)

4.1 The mandate of NAPS shall be:

- a) to maintain the peace throughout the Nishnawbe-Aski area;
- b) to enforce all provincial, federal and band by-laws applicable in the Nishnawbe-Aski area;
- c) to provide such services to the people of the Nishnawbe-Aski area as may be necessary or appropriate in order to prevent or discourage crime and disorder in the Nishnawbe-Aski area;
- d) to provide such other policing services as may be required in accordance with the terms and conditions of this Agreement; and
- e) to provide assistance to victims of crime.

4.2 Nishnawbe-Aski Officers shall be duly authorized by NAN to enforce all Band by-laws, enacted pursuant to the *Indian Act* R.S.C. 1985, c. I-5, and shall enforce the laws of Ontario and Canada.

4.3 Nishnawbe-Aski Officers shall receive recruit training at the Ontario Police College in accordance with the provisions of the *Police Services Act*, R.S.O. 1990, c. P-15, and such other training as the Police Service Board may require.

4.4 All newly hired Nishnawbe-Aski Officers are required to possess a valid certificate of completion, issued by the Director of the Ontario Police College, attesting to the successful completion of the Basic Constable Training Program.

4.5 All Nishnawbe-Aski Officers who do not possess a valid certificate of completion issued by the Director of the Ontario Police College will be given an opportunity to re-attend O.P.C. and must re-attend and successfully complete the Basic Constable Training Program in accordance with the timetable set out in Schedule "C" of this Agreement.

4.6 All Nishnawbe-Aski Officers holding the rank of Sergeant, Staff Sergeant, Division Commander or Inspector must qualify to the provincial standard for their rank to a maximum of provincial staff sergeant level within two years.

4.7 Individuals occupying the position of Chief of Police, Deputy Chief of Police or other management positions within the NAPS organization shall

participate in professional development and learning opportunities related to police management and leadership as required by the Police Service Board.

## **5. MANDATE OF THE CHIEF OF POLICE**

- 5.1 The Police Service Board shall appoint a Chief of Police, and other appropriate supervisors, to manage the day-to-day operations of NAPS in an efficient and effective manner.
- 5.2 Under the general direction of the Police Service Board, the Chief of Police shall be responsible to develop, direct, and manage all aspects of the administrative and operational activities of NAPS, ensuring that NAPS performs the functions assigned to it under this Agreement.
- 5.3 The Chief of Police shall reimburse the OPP for actual costs up to \$725,000 for the services provided by the OPP Criminal Investigation Unit. Operational direction will continue to be provided by the OPP in cooperation with the NAPS Chief of Police. The Parties understand that the funding provided for the OPP Criminal Investigation Unit project is temporary and will cease in its current form at the end of this Agreement.
- 5.4 The Parties agree that the roles, responsibilities and operating principles agreed to in the Canada, Ontario and NAPS, "Floating (Fly-In) Detachment" Agreement dated June 11, 2002, will continue to be adhered to and respected throughout the term of this Agreement.

## **6. NISHNAWBE-ASKI POLICE SERVICE STANDARDS**

- 6.1 The Police Service Board shall establish and maintain a NAPS policy manual, which shall describe the policies and operational procedures of NAPS as defined in this Agreement.
- 6.2 The principles reflected in the NAPS Policy Manual shall be consistent with the principles set out in the *Police Services Act, R.S.O. 1990, c. P-15*.

## **7. LIABILITY INSURANCE AND INDEMNITY**

- 7.1 NAN shall, as part of its operational expenses and without limiting the obligations contained in this Agreement, insure the operations of NAPS, the Citizens Review Board and the Police Service Board and their members, employees or agents under a contract of comprehensive or commercial general liability, with an insurer licensed in Ontario in an amount of not less than \$10,000,000 (ten million dollars) per occurrence insuring against bodily injury, personal injury and property damage including loss of use thereof. The policy shall contain a cross liability



clause. Such insurance shall include a blanket contractual liability. Canada and Ontario shall each be named as a co-insured on such policy.

- 7.2 Proof of all required insurance in a form acceptable to Canada and Ontario shall be provided to Canada and Ontario upon request.
- 7.3 The Police Service Board shall indemnify and save harmless Canada and Ontario and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses or liabilities that may arise directly or indirectly out of any act, omission or delay on the part of the Police Service Board, NAN, NAPS, the Citizens Review Board or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the expiry or termination of this Agreement.
- 7.4 Neither Canada nor Ontario shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by NAN, NAPS, the Police Service Board, the Citizen Review Board, or their respective members, employees, officers or agents in the performance of this Agreement.
- 7.5 It is agreed and understood that personnel employed as a result of this Agreement are and will remain persons providing independent services to the Nishnawbe Aski Nation and nothing in this Agreement is to be read or construed as conferring upon NAN, NAPS, their officers, employees, agents or contractors the status of officer, employee, servant or agent of, or partner or joint venture with, Canada or the Province of Ontario.

## **8. TERRITORIAL MATTERS**

- 8.1 NAPS shall have primary police responsibility throughout the Nishnawbe-Aski area and Nishnawbe-Aski Officers are acknowledged by the Parties to have the authority of a police officer throughout the Province of Ontario.
- 8.2 The Parties agree that the O.P.P. will continue to provide assistance to NAPS as required and in accordance with the terms, conditions and guidelines in the Protocol.
- 8.3 Unless otherwise agreed by the Parties, Nishnawbe-Aski Police Service shall have no responsibility for providing policing services on the Kitchenuhmaykoosib, Pikangikum, North Caribou Lake, Ginoogaming, New Saugeen and Muskrat Dam First Nations.

## **9. LEGISLATIVE FRAMEWORK**

- 9.1 The Parties agree to participate in discussions involving the process of seeking legislative changes to provide a legislative foundation for NAPS.

9.2 The Parties will participate in discussions involving the following issues:

- a) ability of NAPS to appoint police officers;
- b) legal recognition of NAPS, the Police Service Board and the Citizens Review Board;
- c) jurisdiction of NAPS;
- d) ability of NAPS to contract to provide policing services to others; and
- e) such other legislative issues as the parties agree to address.

## **10. MINOR CAPITAL**

10.1 Canada and Ontario will provide minor capital assistance to NAPS for the repair and renovation of police facilities to address health and safety and asset integrity issues.

10.2 Minor Capital funding is provided subject to the following conditions:

- a) this is one-time funding for the 2003-04 fiscal period;
- b) funding cannot be used to build or expand facilities or as equity to finance new facilities;
- c) each minor capital project must have a project plan which includes, the long term plan (1-5 yrs) for the use of the facility, a long term lease agreement and a proposed spending plan; and
- d) NAPS must report regularly on the progress and expenditures of each project and be prepared to address contingencies in each project.

10.3 NAPS will undertake the minor capital projects outlined in Schedule "D" with total cost of all projects not to exceed \$500,000.00.

## **11. TERM**

11.1 This Agreement shall take effect and be binding on the Parties when it is signed by all Parties and will cover the period from April 1, 2003 to March 31, 2005.

11.2 The Parties agree to continue negotiating in good faith the terms of a new multi-year Policing Agreement.

- 11.3 Notwithstanding anything else in this Agreement, if negotiations are continuing in good faith but no new Agreement has been reached by March 31, 2005, unless otherwise agreed by the Parties, the provisions of this Agreement shall continue to be in effect until the new Agreement comes into effect or until June 30, 2005, whichever comes first.
- 11.4 During the negotiation process, the Parties agree to examine Nishnawbe-Aski Officer complement levels to ensure that the policing services being provided to Nishnawbe-Aski area are adequate, effective and meeting the needs of the communities. The Parties also agree that best efforts will be undertaken to secure funding if necessary to support a justifiable increase in complement levels.
- 11.5 During the term of this Agreement, the Parties shall continue to work with NAN officials to examine the housing requirements for NAPS Officers throughout the Nishnawbe-Aski area, and explore options to meet those requirements. The Parties shall continue to work with NAN to develop a multi-year capital plan for police infrastructure and to continue working towards securing the funding necessary to meet the demonstrated need.

## **12. EVALUATION**

- 12.1 Upon agreement of the Parties, and at any time during the term of this Agreement, an independent evaluation may be undertaken of the operations and administration of NAPS or any or all of the arrangements made under this Agreement.
- 12.2 The cost of such an evaluation will be funded by Canada and Ontario to an amount agreed to by the Parties before the commencement of the evaluation.

## **13. FINANCIAL ARRANGEMENTS**

- 13.1 The maximum financial contributions of Canada and Ontario for the funding of this Agreement are set out in Schedule "E", and shall be provided by Canada and Ontario in accordance with the formula whereby Canada pays fifty-two percent (52%) and Ontario pays forty-eight percent (48%) of the costs for each Fiscal Year in accordance with the provisions as set out in this Section.
- 13.2 The financial contributions of Canada and Ontario towards the total budget set out in Schedule "E" of this Agreement are subject to the necessary grant of authority and the appropriation of resources by the Parliament of Canada and by the Legislature of Ontario, as the case may be.
- 13.3 The Police Service Board shall have the responsibility to manage the NAPS and the Board's budget upon execution of this Agreement.

- 13.4 Canada shall provide financial contributions in an amount equal to fifty-two percent (52%) of the total budget over the term of this Agreement as set out in Schedule "E" for each Fiscal Year. Canada's share of the annual financial contribution set out in Schedule "E" shall be paid to the Police Service Board on a quarterly basis fifteen days in advance of the quarter with the exception of the quarter commencing April 1<sup>st</sup> of each year which shall be paid by April 15<sup>th</sup> of each year.
- 13.5 Ontario shall provide financial contributions in an amount equal to forty-eight percent (48%) of the total budget over the term of this Agreement as set out in Schedule "E" for each Fiscal Year. Ontario's share of the annual financial contribution as set out in Schedule "E" shall be paid to the Police Service Board quarterly, on or before the first day of each quarter.
- 13.6 In the event of the termination or expiry of this Agreement, the Police Service Board shall refund to Canada and Ontario an amount equivalent to fifty-two percent (52%) and forty-eight percent (48%) respectively, of the funds not expended or unaccounted for no later than ninety (90) days following the termination or expiry of this Agreement.
- 13.7 The Police Service Board shall:
- a) maintain financial records with respect to the management costs of NAPS and the Police Service Board, in accordance with generally accepted accounting principles as prescribed in the *Canadian Institute of Chartered Accountants Handbook* including accurate records of all expenditures or commitments made in relation to the provision of policing services and retaining invoices, receipts and vouchers related thereto;
  - b) provide a report to Canada and Ontario, quarter annually, which includes an accounting of the expenditures made in the previous quarter;
  - c) within one hundred and twenty (120) days following the end of each Fiscal Year (July 30 of the following year), provide to Canada and Ontario an annual audited financial statement of NAPS and the Police Service Board's operations, prepared by an independent, qualified Accountant in accordance with generally accepted accounting principles;
  - d) use the financial contributions provided under this Agreement solely in support of the costs associated with the provision of policing services in Nishnawbe-Aski area by NAPS and the Police Service Board in conformity with the terms and conditions set out in this Agreement; and

- e) retain all materials and records associated with this Agreement for a period of seven (7) years following the termination or expiry of this Agreement and to ensure that Canada and Ontario have access, during the term of this Agreement and within two (2) years of its expiration or termination, to all financial records, written inventory and other records pertaining to this Agreement upon twenty-four (24) hours notice and during business hours.

13.8 The Police Service Board may carry forward to the next Fiscal Year, surplus funds up to 8.3% of the budget(s) set out in Schedule "E" of this Agreement. These funds are to be utilized solely for the provision of policing services in the Nishnawbe-Aski area within a time period not to exceed March 31 of the following Fiscal Year.

13.9 With the exception of "Board" and "Minor Capital" funding identified in Schedules "D" and "E", the Police Service Board may transfer funds from one category of eligible costs to any other category described therein on the condition that by doing so, the Police Service Board does not exceed the total budget set out for each Fiscal Year under this Agreement.

13.10 The Parties agree that Canada or Ontario may appoint independent auditors, at their expense, during the term of this Agreement and within two (2) years of its expiration or termination, to review the records maintained by NAN, NAPS and the Police Service Board, to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds, and the consistent application of generally accepted accounting principles in the maintenance of financial records. NAN, NAPS and the Police Service Board shall afford access to all facilities for such audits during regular working hours and within seventy-two (72) hours after receiving written notice. The results of audits completed by Canada will be made available to the public through posting on the Department of the Solicitor General of Canada's Internet site.

13.11 Canada and Ontario, as the case may be, shall provide to the other Parties any reports made by independent auditors under subsection 13.10.

#### **14. EXCEPTIONAL CIRCUMSTANCES**

14.1 The financial arrangements in Section 13 shall not cover additional costs incurred in the event of an exceptional circumstance (including but not limited to health and safety matters and natural disasters), of a temporary nature and which was not reasonably foreseeable at the time this Agreement was entered into and which has a significant impact on NAPS' ability to maintain the peace, social order, public security and personal safety within the Nishnawbe-Aski area.

- 14.2 In the event an exceptional circumstance occurs, the Parties agree to discuss the circumstances that have affected the budget shown in Schedule "E". In the event the Parties agree to change the level of funding, these changes shall be made by way of a separate contribution agreement and cost-shared by Canada and Ontario, 52%-48%, respectively.

## **15. DISPUTE RESOLUTION**

- 15.1 Disagreements regarding the interpretation or implementation of this Agreement shall be a matter for consultation and resolution between the Police Service Board, NAPS, Canada, Ontario, and NAN. Every effort shall be made by the Parties to resolve the matter informally and expeditiously.

## **16. TERMINATION**

- 16.1 Upon default by any of the Parties under any of the terms of this Agreement, or in the event of a breach, disagreement or other situation preventing the application of one or more of the terms of this Agreement, each Party shall be entitled to invoke all rights and remedies provided by law including, the right to terminate this Agreement by giving the other Parties written notice of its intention to terminate, effective twelve (12) months from the date of such notice.

## **17. AMENDMENT**

- 17.1 This Agreement may be amended from time to time through the written agreement of all of the Parties.

## **18. NOTICES**

- 18.1 Any notice or other document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, by facsimile transmission or by mail (stamped or prepaid) to:

(a) NAN:

Nishnawbe-Aski Nation  
100 Back Street Road, Unit 200  
Thunder Bay, Ontario  
P7J 1L2

FAX: (807) 623 8066 Attn: (Deputy Grand Chief Goyce Kakegamic)

(b) Canada:

Aboriginal Policing Directorate  
Solicitor General of Canada  
340 Laurier Avenue West  
Ottawa, Ontario  
K1A 0P8

FAX: (613) 991-0961 (Attn: Ontario Regional Manager)

(c) Ontario:

Ministry of Public Safety and Security  
25 Grosvenor Street, George Drew Building  
11<sup>th</sup> Floor  
Toronto, Ontario  
M7A 1YB

FAX: (416) 327-0469 (Attn: Special Advisor, First Nations)

- 18.2 Any notice or document aforesaid, which is personally delivered or sent by facsimile transmission, shall be deemed to have been received at the time of delivery or transmission.
- 18.3 Any notice or document sent by mail shall be deemed to have been received on the seventh (7<sup>th</sup>) business day after the date of mailing.
- 18.4 In the event of disruption or threatened disruption of regular mail services all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile transmission.

## 19. RATIFICATION

- 19.1 Each Party hereby covenants that it has obtained all ratification and approvals necessary in order to make this Agreement binding upon itself, provided that in respect of Canada and Ontario all payments hereunder are subject to the appropriation of funds by the Parliament of Canada and the Legislature of Ontario.

## 20. CONFLICT OF INTEREST

- 20.1 No current or former holder of a public office in the Government of Canada will obtain any direct or indirect benefit from this Agreement, or, if he or she does, he or she has satisfied the requirements of the *Conflict of Interest Code* governing employees who are in or who have left the Public Service.

- 20.2 No current or former holder of a public office in the Province of Ontario will obtain any direct or indirect benefit from this Agreement, or, if he or she does, he or she will satisfy the requirements of the *Conflict of Interest Code* governing employees who are in or who have left the Public Service.

## 21. GENERAL PROVISIONS

- 21.1 Nothing in this Agreement shall be so construed as to prejudice or derogate from any aboriginal, treaty, constitutional or other rights, privileges or freedoms which have accrued or may accrue to NAN or to any other First Nation or their members, regardless of whether such rights, privileges and freedoms are recognized, established or defined before or after the execution of this Agreement.
- 21.2 Nothing in this Agreement shall be construed so as to preclude the Ontario Provincial Police from discharging all duties under the *Police Services Act*, R.S.O. 1990, c. P-15 and amendments thereto, or under applicable statutory or common law.
- 21.3 Nothing in this Agreement shall be construed so as to preclude the Royal Canadian Mounted Police from discharging all duties under the *Royal Canadian Mounted Police Act*, R.S.C. 1985, c. R-10, or under applicable statutory or common law.
- 21.4 All references to Nishnawbe-Aski area, the Police Service Board, NAPS, Canada, and Ontario shall be interpreted so as to include, where appropriate, their duly authorized representatives.
- 21.5 In this Agreement, wherever the singular or masculine is used it will be construed as if the plural or feminine, as the case may be, had been used where the context or the Parties hereto so require.
- 21.6 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 21.7 The Preamble and the Schedule form an integral part of this Agreement. In the event that a court of competent jurisdiction shall deem any provision in this Agreement void or invalid, the remaining provisions shall be and remain in full force and effect.
- 21.8 Time shall be of the essence in this Agreement. Any Party, which is entitled to the benefit of any time period in this Agreement, may waive such time period, in writing, at any time.
- 21.9 No member of the House of Commons or the Ontario Legislature shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom.



21.10 This Agreement shall be binding upon and accrue to the benefit of the Parties hereto, and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day  
and the year of the last signature below

Signed, Sealed and Delivered  
on Behalf of NAN, as  
represented by

NAN, Grand Chief Stan Beardy

WITNESS

DATE

Signed, on Behalf of Her  
Majesty the Queen in Right of  
Canada, as represented by

Solicitor General of Canada

WITNESS

DATE

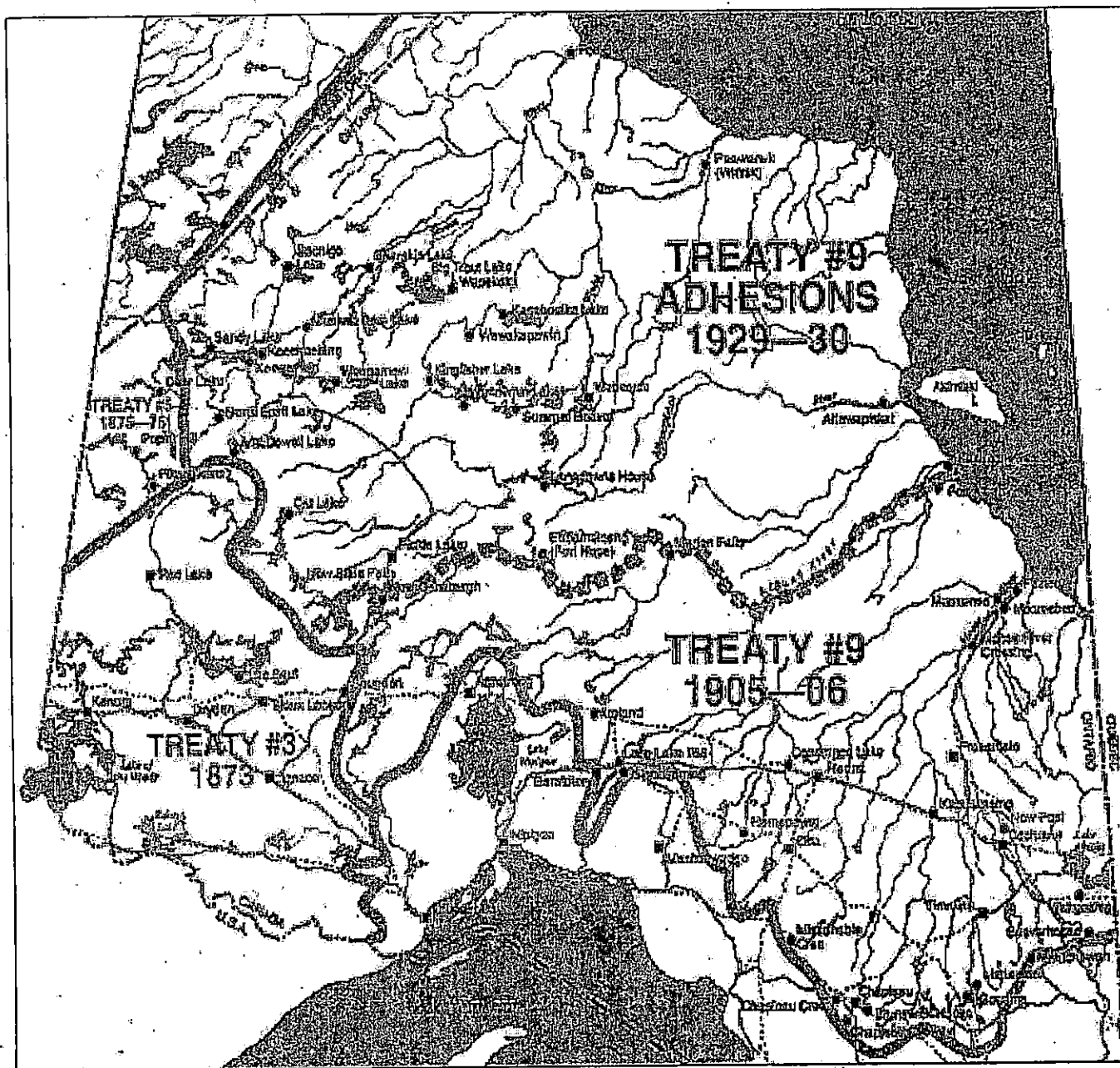
Signed, Sealed and Delivered  
on Behalf of Her Majesty the  
Queen in Right of Ontario, as  
represented by

Minister of Public Safety and  
Security for Ontario

WITNESS

DATE

MAP OF NISHNAWBE-ASKI AREA



Schedule "B"

LIST OF FIRST NATIONS PARTICIPATING IN THIS AGREEMENT

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

Schedule "C"  
NAPS QUALIFICATIONS

All Nishnawbe-Aski Officers must have an Ontario Police College diploma to continue working for the Nishnawbe-Aski Police Service.

Nishnawbe-Aski Constables must achieve Ontario Police College certification no later than the following:

YEARS OF SERVICE	YEARS TO QUALIFY
0	No OPC Diploma = no employment
1 - 5	April 2004
6 - 10	April 2005
11 - 15	April 2006
16+	April 2007

\*\* O.P.C. guidelines regarding rewrites will be applied. Officers who fail to pass O.P.C. but are eligible for rewrites will remain as cadets until they receive O.P.C. accreditation.

Years of service includes total employment under NAPS or OFNPA.

All officers will be given an opportunity to re-attend O.P.C. within the allotted time frame.

Schedule "D"  
MINOR CAPITAL ESTIMATED BUDGET

FACILITY	ESTIMATED LIFE SPAN	ESTIMATED PROJECTED COSTS
Sachigo	5 - 10 yrs	\$102,200.00
Cat Lake	5 - 10 yrs	\$104,900.00
Webequie	6 - 10 yrs	\$113,000.00
Mishkeegogamang	2 - 5 yrs	\$31,300.00
Neskantoga (Lansdowne House)	5 - 10 yrs	\$67,200.00
Trailer Relocation (Mish)		\$20,000.00
Planning, Management, Reporting		\$61,400.00
<b>TOTAL ESTIMATED COSTS</b>		<b>\$500,000.00</b>

# SCHEDULE "E"

## FINANCIAL CONTRIBUTIONS OF CANADA AND ONTARIO

### April 1, 2003 to March 31, 2004 (92 to 104 Officers)

	Canada	Ontario	Yearly Budget
Operating:	\$6,726,945.07	\$6,209,487.75	\$12,936,432.82
Board / PGA / Insurance:	\$140,400	\$129,600	\$270,000
Criminal Investigation Support Unit (Fly-In Squad)	\$377,000	\$348,000	\$725,000
Minor Capital	\$260,000	\$240,000	\$500,000
<b>Total:</b>	<b>\$7,504,345.07</b>	<b>\$6,927,087.75</b>	<b>\$14,431,432.82</b>
Canada's Financial Contribution 52%:			\$7,504,345.07
Ontario's Financial Contribution 48%:			\$6,927,087.75

### April 1, 2004 to March 31, 2005 (104 Officers)

	Canada	Ontario	Yearly Budget
Operating:	\$6,789,465.73	\$6,267,199.14	\$13,056,664.87
Board / PGA / Insurance:	\$140,400	\$129,600	\$270,000
Criminal Investigation Support Unit (Fly-In Squad)	\$377,000	\$348,000	\$725,000
Minor Capital	n/a	n/a	n/a
<b>Total:</b>	<b>\$7,306,865.73</b>	<b>\$6,744,799.14</b>	<b>\$14,051,664.87</b>
Canada's Financial Contribution 52%:			\$7,306,865.73
Ontario's Financial Contribution 48%:			\$6,744,799.14