

Memorandum of Understanding

THIS ARRANGEMENT, made in triplicate as of the 1st day of April, 2013.

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE
(Hereinafter referred to as the "**RCMP**")

AND

THE METIS SETTLEMENTS GENERAL COUNCIL
(Hereinafter referred to as the "**Council**")

Collectively referred to as the "**Participants**"

BACKGROUND:

WHEREAS the Council, on behalf of the Metis Settlements listed in Article 4.1 of this Memorandum of Understanding (MOU), are desirous of providing an enhanced level of provincial policing service and the Province of Alberta has entered into such an Agreement with the Council in accordance with the Alberta/Metis Settlements General Council Long-term Governance and Funding Arrangements;

WHEREAS the Council shall enter into a MOU with the RCMP "K" Division to determine the general duties and responsibilities of the RCMP Regular Members employed by the said Agreement, as well as the reporting requirements; and,

WHEREAS it is acknowledged and agreed that, notwithstanding anything contained herein, the MOU does not create any enforceable legal or equitable rights or any obligations, but merely serves to document the parameters and understanding in principle which have been reached and in respect to the duties and responsibilities of the RCMP Regular Members providing services under this said Agreement.

NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:

1.0 DEFINITIONS:

1.1 In this Memorandum of Understanding (MOU) the following terms, in singular or plural form according to the context, are defined as follows:

- i. "Agreement" means the Memorandum of Understanding;
- ii. "Detachment Commander" refers to the Non-Commissioned Officer in Charge (NCO i/c) or Officer in Charge (OIC) and means the person who is in charge of the administration and operations of the detachment or unit for which the Regular Member(s) report to;
- iii. "Member" or "Regular Member" means a police officer employed by the RCMP and assigned to the enhanced position as stated in this MOU;
- iv. "Metis Settlement" means a "Metis Settlement" established under section 2(1) of the Metis Settlements Act; and,
- v. "PPSA" means the Provincial Police Service Agreement between the Government of Canada and the Government of Alberta dated April 1, 2012 governing the provision of policing services in Alberta by the RCMP.

2.0 PURPOSE AND SCOPE:

2.1 This Agreement will provide the terms of reference for the RCMP Detachments, Regular Members, the Council, and each Metis Settlement in relation to the provision of policing services to Metis Settlements in Alberta in accordance with the Alberta/Metis Settlements General Council Long-term Governance and Funding Arrangements.

2.2 This MOU sets out the general duties and responsibilities of the Regular Members providing services to the Metis settlements listed in the Article 4.2 of this MOU and it sets out the reporting provisions to the Council in the delivery of such policing services.

2.3 This MOU does not form a contractually binding Agreement and the Participants acknowledge their mutual intention to resolve all matters arising from this MOU in a fair and amicable way.

3.0 OBLIGATIONS OF THE RCMP:

- 3.1 In accordance with the overarching Alberta/Metis Settlements General Council Long-term Governance and Funding Arrangements agreement between the Province of Alberta and Council, the RCMP will provide full time Regular Member(s) as listed in and under the terms of the Service Agreements, appended to this MOU.
- 3.2 Each Regular Member position listed in the Service Agreements appended to this MOU will be maintained as a permanent posting under this Agreement and with each Metis settlement; however, the RCMP will not be held liable for any vacancy should such occur.
- 3.3 The Detachment Commander will be guided by the policing provisions as stated in the PPSA and will make every reasonable effort to respect the interests of the Metis Settlement and Council. The local Detachment Commander retains responsibility for determining the appropriate operational and administrative use of the Regular Member(s). The Regular Member(s) will be based out of the RCMP detachment of jurisdiction.
- 3.4 The RCMP will be responsible for providing all equipment and necessary supplies to the Regular Member(s) while executing their duties and responsibilities, including access to police motor vehicles.
- 3.5 The RCMP is responsible for all training requirements of the Regular Member(s), including training above normal policing functions. The RCMP is committed to ensuring that all Regular Members assigned to each Metis Settlement are culturally aware of aboriginal and indigenous peoples beliefs, as well as local community values.
- 3.6 Any Regular Member(s) providing services under this MOU are employees of the RCMP and as such, the RCMP has exclusive responsibility for investigating public / internal complaints involving Regular Member(s) and for administering any discipline against Regular Member(s) in accordance with the *RCMP Act* and applicable RCMP Policies / Directives.
- 3.7 The RCMP will provide quarterly / annual reports to the Council, at a mutually agreed upon date, containing information respecting police community relation activities, enforcement data and crime statistics for each Metis Settlement location.

4.0 OBLIGATIONS OF COUNCIL:

4.1 The Council acknowledges that it is a representative on behalf of the following Metis Settlements and as such, has full authority to express their interests when entering into Agreement under this MOU with the RCMP:

- I. Buffalo Lake Metis (Boyle Detachment)
- II. East Prairie Metis (High Prairie Detachment)
- III. Elizabeth Metis (Cold Lake Detachment)
- IV. Fishing Lake Metis (Elk Point Detachment)
- V. Gift Lake Metis (High Prairie Detachment)
- VI. Kikino Metis (Lac La Biche Detachment)
- VII. Paddle Prairie Metis (High Level Detachment)
- VIII. Peavine Metis (High Prairie Detachment)

4.2 The Council intends to participate in ongoing communication with the RCMP in regards to feedback and priorities concerning each Metis Settlement and the operation of each individual Service Agreement for enhanced policing position(s) with the Metis Settlements as noted in Article 4.2 above.

5.0 TERM:

5.1 Notwithstanding the date on which this MOU is signed by each of the Participants, this MOU shall come into effect on the 1st day of April, 2013.

5.2 This MOU will expire on 31st day of March, 2023.

6.0 DEPARTMENTAL REPRESENTATIVES:

6.1 The following officials are designated as the departmental representatives for purposes of this Arrangement and any notices required under this Arrangement will be delivered as follows:

<p>For the RCMP:</p> <p>OIC Aboriginal Policing Services “K” Division Headquarters 11140 – 109 Street Edmonton, Alberta, T5G 2T4 Tel: 780-412-5649</p>	<p>For the Council:</p> <p>Executive Director Metis Settlements General Council Suite 101, 10335 172 St Edmonton, Alberta T5S 1K9 Tel: 780-822-4096</p>
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7.0 DISPUTE RESOLUTION:

7.1 In the event of a dispute arising from the interpretation or operation of this Arrangement, it will be referred to the Participants' representatives set out in Article 8.1, above, who will use their best efforts to resolve the matter amicably. If such negotiation fails, the Participants intend to refer the matter to the below noted senior parties for resolution:

<p>For the RCMP:</p> <p>Criminal Operations Officer “K” Division Headquarters 11140 – 109 Street Edmonton, Alberta, T5G 2T4 Tel: 780-412-5467</p>	<p>For the Council:</p> <p>President Metis Settlements General Council Suite 101, 10335 172 St Edmonton, Alberta T5S 1K9 Tel: 780-822-4096</p>
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8.0 LIABILITY:

8.1 Each Participant will be responsible for any damages caused by the conduct of its employees or agents in carrying out the terms of this Arrangement.

9.0 MONITORING:

9.1 The Participants will meet on an annual basis to review and assess the operation and effectiveness of this Arrangement or as requested to discuss matters of mutual interest.

10.0 TERMINATION:

10.1 This Arrangement may be terminated by either Participant at any time, without cause, by either party, upon one calendar year's written notice (365 days) to the other.

10.2 Termination does not release a Participant from any obligations which accrued while the Arrangement was in force.

11.0 AMENDMENT TO THE ARRANGEMENT:

11.1 Amendment to this Arrangement may be negotiated by either Participant and may only be amended by the written consent of all the Participants.

11.2 This Arrangement shall not be varied by an oral agreement or representation or otherwise than by an instrument in writing of concurrent or subsequent date hereto duly executed by the Participants.

12.0 RECOMMENDED BY:

12.1 For the RCMP:

Original signed by:

A/Commr. Marianne Ryan
Criminal Operations Officer

October 3, 2013
Date: _____

12.2 For the Council:

Original signed by:

Stan Delorme
Vice President

October 3, 2013
Date: _____

13.0 SIGNATORIES:

13.1 For the RCMP:

Original signed by:

D.N. (Dale) McGowan
Deputy Commissioner M.O.M.
Commanding Officer "K" Division

October 3, 2013
Date: _____

13.2 For the Council:

Original signed by:

Randy Hardy
President
Metis Settlement General Council

October 3, 2013
Date: _____

13.3 For each Metis Settlement:

Original signed by:

Marcel Shepard
Chairperson
Buffalo Lake Metis Settlement

October 3, 2013
Date: _____

Original signed by:

Gerald Cunningham
Chairperson
East Prairie Metis Settlement

October 3, 2013
Date: _____

Original signed by:

Irene Zimmer
Acting Chairperson
Elizabeth Metis Settlement

October 3, 2013
Date: _____

Original signed by:

Sylvia Desjarlais
Acting Chairperson
Elizabeth Metis Settlement

October 3, 2013
Date: _____

Original signed by:

Travis Daniels
Acting Chairperson
Fishing Lake Metis Settlement

October 3, 2013
Date: _____

Original signed by:

Dave Lamouche
Chairperson
Gift Lake Metis Settlement

October 3, 2013
Date: _____

Original signed by:

Floyd Thompson
Chairperson
Kikino Metis Settlement

October 3, 2013

Date: _____

Original signed by:

Alden Armstrong
Chairperson
Paddle Prairie Metis Settlement

October 3, 2013

Date: _____

Original signed by:

Ken Noskey
Chairperson
Peavine Metis Settlement

October 3, 2013

Date: _____

14.0 WITNESSED BY:

14.1 For the Government of Alberta:

Original signed by:

Honourable Robin Campbell
Minister of Aboriginal Relations

Original signed by:

Honourable Jonathan Denis, Q.C.
Minister of Justice and Solicitor General

APPENDIX "A"

LIST OF SERVICE AGREEMENTS

1. Buffalo Lake Metis (Boyle Detachment)
2. East Prairie Metis (High Prairie Detachment)
3. Elizabeth Metis (Cold Lake Detachment)
4. Fishing Lake Metis (Elk Point Detachment)
5. Gift Lake Metis (High Prairie Detachment)
6. Kikino Metis (Lac La Biche Detachment)
7. Paddle Prairie Metis (High Level Detachment)
8. Peavine Metis (High Prairie Detachment)