

**ALBERTA/MÉTIS SETTLEMENTS GENERAL COUNCIL
ENHANCED POLICING AGREEMENT
(the "Agreement")**

THIS AGREEMENT dated the 22nd day of June, 2009

BETWEEN

HER MAJESTY THE QUEEN in right of Alberta,
as represented by the Minister of Aboriginal Relations
(the "Minister")

And

HER MAJESTY THE QUEEN in right of Alberta, as represented
by the Solicitor General and Public Security (the "Solicitor General")

- and -

THE MÉTIS SETTLEMENTS GENERAL COUNCIL
(the "MSGC")

WHEREAS the Premier's mandate to the Minister includes the initiative to conclude a new long-term governance and funding arrangement with and for the Métis Settlements that is focused on effective governance, enhanced accountability and sustainability; and

WHEREAS; the MSGC entered into a Three-Year Interim Conditional Grant Funding Agreement with the Minister to identify specific initiatives on which funding may be spent; and

WHEREAS the Minister wishes to involve other Alberta ministries in this long-term initiative; and

WHEREAS one of Alberta's priorities is safer communities; and

WHEREAS outcomes to promote safe and vibrant communities are found within the Three-Year Interim Conditional Grant Funding Agreement; and

WHEREAS the Minister has received funding for an enhanced policing pilot project on Métis Settlements.

THEREFORE the parties agree as follows:

The Minister

1. Subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta, the Minister will accept an interunit transfer of expenditures from the Solicitor General for each year of this Agreement in accordance with Clause 3 herein.

Solicitor General

2. The Solicitor General will enter into Enhanced Policing Agreements with the eight Métis Settlements to provide five, full-time, enhanced policing positions by the Provincial Police Service.
3. The Minister shall be charged at the same rates as are applied to other Provincial Police Service members. The Solicitor General shall advise the Minister of the estimated quarterly cost of the provincial police service member(s) assigned to policing duties in the Métis Settlement(s) under the Enhanced Policing Agreements. The basis of these quarterly cost estimates shall be the per member cost as determined from the quarterly billings from Canada for the Provincial Police Service received on or about July 1st, October 1st, January 1st and April 1st. An adjustment for the difference to actual costs of the member(s) assigned to the Métis Settlement(s) is to be provided on or about 120 days following the fiscal year ending March 31st.
4. The Minister shall accept a quarterly interunit transfer of expenditures referred to in clause 3 directly from the Solicitor General in the amounts determined in Clause 3 of this Agreement.
5. If a Métis Settlement terminates an Enhanced Policing Agreement, with such termination to be effective at any time prior to March 31st, 2013, the Solicitor General may, at its discretion, require the Minister to accept an interunit transfer of expenditures, for any and all expenses of relocation to an Alberta location of any police member occupying a position pursuant to the Enhanced Policing Agreement. In the event termination notice is not received by the Solicitor General one year in advance of the date of the proposed termination, and the member cannot be relocated by the termination date, the Solicitor General may, at its discretion, require the Minister to accept an interunit transfer of expenditures, for the costs of the member until relocation of the member is effected. Invoicing of these costs shall be in the form consistent with that referred to in Clause 3 of this Agreement.
6. The Solicitor General shall verify that the amounts of the invoices referred to in Clauses 3 and 4 of this Agreement are consistent with the per member costs for Provincial Police Service members and that the relocation costs referred to in Clause 5 are comparable to other Provincial Police Service member relocation expenses. The Solicitor General shall resolve any inconsistencies with the RCMP before advising the Minister's representative of the cost relative to this Agreement.



7. One of the initiatives identified in the Three-Year Interim Conditional Grant Funding Agreement relates to Community Policing. In accordance with the Three-Year Interim Conditional Grant Funding Agreement and in anticipation of the longer-term arrangements that will be negotiated, the MSGC will monitor and report on the implementation of the Enhanced Policing Agreements. The reports will include, among other matters, the collection and interpretation of baseline data, a framework for comparative analysis between policing levels on Settlements and neighbouring communities; and any other reports required by the Minister.
8. Funds for reporting or administering this Agreement or any other Agreements required for implementing the Enhanced Policing Program have been provided for in the Three-Year Interim Conditional Grant Funding Agreement signed September 18th, 2008.
9. The funding provided for in this Agreement is for three years.
10. A three-year implementation plan will be prepared jointly by Aboriginal Relations and the MSGC with the participation of the Solicitor General and the RCMP.
11. The three-year implementation plan will address the following issues:
 - (a) processes to manage the pilot project;
 - (b) preferred placement of officers and consideration of the existing agreements such as Fishing Lake's and Kikino's existing community police officers;
 - (c) community support in providing facilities out of which the police officers can work;
 - (d) managing statistics and reporting; and
 - (e) any other matters relevant to this Agreement.

Term of Agreement

12. The term of this Agreement shall commence when the first officer or officers begin providing enhanced policing services pursuant to this Agreement, and shall terminate three years after the last officer or officers begin providing enhanced policing services pursuant to this Agreement, or no later than March 31st, 2013, whichever event first occurs.

Termination

13. This Agreement may be terminated at any time, without cause, by any of the parties, on one year's written notice to the other parties.

Amending Agreement

14. This Agreement may be amended by the mutual consent of the parties. All amendments to this Agreement must be in writing and executed by authorized representatives of each of the parties hereto.

Notice

15. All notices referred to herein shall be given in writing and addressed to the Minister as follows:

Executive Director, Métis Relations
 Alberta Aboriginal Relations
 13th Floor, Commerce Place,
 10155 - 102 Street
 Edmonton, Alberta T5J 4L6

To the Solicitor General as follows:

Assistant Deputy Minister, Public Security Division
 Solicitor General and Public Security
 10th Floor, John E. Brownlee Building
 10365 - 97th Street
 Edmonton Alberta T5J 3W7

to the MSGC as follows:

President,
 Métis Settlements General Council
 Suite 200, 10335 - 172 Street
 Edmonton, Alberta T5S 1K9

16. Each party shall give the other party notice in writing of any change in representative name and/or address.

General Terms and Conditions

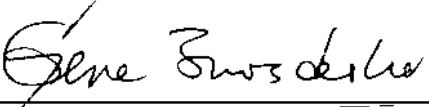
17. The Minister and the Solicitor General may, with sole and absolute discretion, delegate any duties, powers or functions relating to the provisions of this Agreement.
18. This Agreement shall not be assigned by the MSGC without the prior written consent of the Minister.
19. This Agreement embodies the entire Agreement between the parties with regard to the matters dealt with herein, and no verbal or written agreements exist between the parties except as set out in this Agreement.
20. The MSGC shall indemnify and save harmless the Minister and Solicitor General, their employees and agents from all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the MSGC, its employees or agents in the performance of this Agreement.

- 21. The Minister and the Solicitor General shall not be liable for any personal or bodily injury or property damage that may be suffered or sustained by the MSGC, its employees or agents in the performance of this Agreement.
- 22. The MSGC acknowledges that the terms of this Agreement, including the name of the MSGC, may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c-25 (the "Act"). The MSGC further acknowledges that all documents submitted by the MSGC pursuant to this Agreement shall become the property of the Minister and, as such, shall become subject to the provisions of the Act.
- 23. Nothing in this Agreement shall be read or construed so as to abrogate or derogate from any existing rights of the MSGC.
- 24. Nothing in this Agreement shall be construed as creating a joint venture, employment or agency relationship between the Minister and the MSGC.
- 25. This Agreement is binding upon the parties' successors and assignees.
- 26. The Minister, or his representatives, may make or issue public statements regarding this Agreement.
- 27. If the MSGC makes any public announcement related to this Agreement, it will acknowledge the financial contribution of the Government of Alberta.
- 28. Time shall be of the essence in this Agreement.
- 29. This Agreement is governed by laws in force in the Province of Alberta.

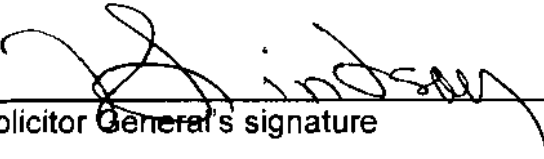
THIS AGREEMENT is executed by the parties as of the date above written.

HER MAJESTY THE QUEEN in right of Alberta, as represented by the Minister of Aboriginal Relations


HER MAJESTY THE QUEEN in right of Alberta, as represented by the Solicitor General and Public Security



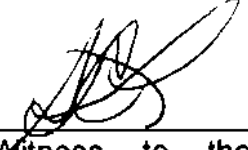
 Minister's signature



 Solicitor General's signature

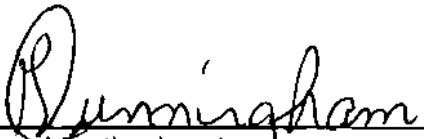


 Witness to the Minister's signature




 Witness to the Solicitor General's signature

Métis Settlements General Council



President's signature



Witness to the President's signature