

**QUADRIPARTITE AGREEMENT
ON THE FUNDING OF POLICING SERVICES
TO ST. MARY'S FIRST NATION
2023 – 2028**

**AGREEMENT ON THE FUNDING OF POLICING SERVICES
TO ST. MARY’S FIRST NATION
2023-2028**

AMONG:

HIS MAJESTY THE KING
IN RIGHT OF CANADA,
as represented by the Minister of
Public Safety and Emergency Preparedness
(hereinafter referred to as “Canada”)

AND:

HIS MAJESTY THE KING IN RIGHT OF
NEW BRUNSWICK
as represented by the Minister of Public Safety and
Solicitor General (hereinafter referred to as the
“Province”)

AND:

THE CITY OF FREDERICTON
as represented by its Mayor and City Clerk
(hereinafter referred to as “The City of Fredericton”)

AND:

THE COUNCIL OF ST. MARY’S FIRST NATION
as represented by the Chief
(hereinafter referred to as the “Council”)

**(hereinafter collectively referred to as the
“Parties”)**

WHEREAS the Parties agree on the importance to provide policing services that are professional, dedicated and responsive to the needs and cultures of the St. Mary’s First Nation in accordance with the applicable statutes and regulations;

WHEREAS the Council has requested that the City of Fredericton provides policing services to St. Mary’s First Nation;

WHEREAS the City of Fredericton has agreed to provide the policing services requested, subject to the terms and conditions of this Agreement;

WHEREAS Canada and the Province wish to provide a financial contribution for the expenses incurred by the City of Fredericton for the provision of dedicated policing services to St. Mary’s First Nation;

AND WHEREAS Canada shall provide its share of the financial contribution under this Agreement in accordance with its First Nations and Inuit Policing Program and in compliance with the policies and terms and conditions related thereto.

NOW THEREFORE, the Parties agree as follows:

PART I

INTERPRETATION PROVISIONS

1.1 DESCRIPTION OF THIS AGREEMENT

This Agreement, including the Preamble, Schedule "A" (Dedicated Police Services Budget) and Schedule "B" (Due Dates for service provider), supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

Schedule "C" (Cashflow Statement), Schedule "D" (Ethics and code of conduct policy), Schedule "E" (Fredericton Police Boundaries), and Schedule "F" (Guiding Principles) are provided for information purposes only.

1.2 APPLICABLE LEGISLATION

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of New Brunswick.

1.3 DECLARATION OF NULLITY, INVALIDITY OR INAPPLICABILITY BY A COMPETENT COURT

Should any provision of this Agreement be declared null, void or inapplicable by a competent court, all other provisions of this Agreement not related to the provision declared null, void or inapplicable shall retain full force and effect; moreover, the Parties agree to remedy such nullity, invalidity or inapplicability as soon as possible so that the Agreement's objectives can be achieved.

1.4 DEFINITION AND LEGAL SCOPE OF THIS AGREEMENT

1.4.1 This Agreement shall not serve to recognize, define, affect, limit or create Aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* (R.S.C. (1985) app. II, n. 44).

1.4.2 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship among the Parties.

1.4.3 The policing territorial jurisdiction of the Fredericton Police Force is set out in Schedule "E".

1.4.4 In this Agreement:

"Band By-Law" means the by-laws enacted by the St. Mary's Band Council pursuant to the *Indian Act*, L.R.C., c. I-5.

"Community Consultative Group" means the group established by the Council under subsection 2.2 of this Agreement;

"St. Mary's First Nation" means St. Mary's Band Number 15.

“St. Mary’s First Nation Territory” means St. Mary’s Indian Reserve No. 24 and Devon Indian Reserve No. 30 as defined in the *Indian Act*.

1.5 PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to provide a contribution to the City of Fredericton for the provision of dedicated policing services to St. Mary’s First Nation within St. Mary’s First Nation Territory and to establish the roles and responsibilities of each Party.

PART II

PROVISION OF DEDICATED POLICING SERVICES

2.1 DEDICATED POLICING SERVICE

2.1.1 The contribution provided by Canada and the Province to the City of Fredericton is for four (4) police officers for dedicated policing services to St. Mary's First Nation by the Fredericton Police Force. It is understood that the City of Fredericton, through the Fredericton Police Force, will:

- a) utilize its department and equipment for the purpose of providing policing services to St. Mary's First Nation within St. Mary's First Nation Territory; and
- b) provide services to the same standard and level as that enjoyed by the residents of Fredericton.
- c) ensure that St. Mary's First Nation will receive a police response one hundred percent (100%) of the time.

2.1.2 The City of Fredericton, through the Fredericton Police Force, and in consultation with the Council, will provide dedicated policing services to St. Mary's First Nation by:

- a) making best efforts to assign Aboriginal police officers who are culturally compatible with St. Mary's First Nation to patrol St. Mary's First Nation Territory;
- b) ensuring that the four (4) dedicated police officers are devoting one hundred percent (100%) of their working hours to the policing needs or issues of St. Mary's First Nation, including improving their skills in order to better serve St. Mary's First Nation;
- c) ensuring that, as required, police officers providing policing services to St. Mary's First Nation receive, in a timely manner, training to allow them to meet the needs of St. Mary's First Nation;
- d) ensuring that police officers providing policing services to St. Mary's First Nation understand their duties under this Agreement which include but are not limited to:
 - i. treating all people equally and with respect;
 - ii. uphold the *Canadian Charter of Right and Freedoms*;
 - iii. serve and protect the community;
 - iv. make best efforts to honor and respect St. Mary's First Nation traditions and cultures;
 - v. work with the Council and other organizations to prevent or resolve public safety issues within St. Mary's First Nation Territory;

- vi. work with the Community Consultative Group towards the achievement of objectives, priorities, goals, strategies and special projects which shall assist the community to address specific community issues and concerns; and
 - vii. comply with all aspects of the *Police Act*, S.N.B. 1977, c. P-9.2, as amended, and the related regulations, including the *Code of Professional Conduct*.
- e) providing to the Council, or its designated representative, and the Community Consultative Group quarterly status reports detailing policing services provided to St. Mary's First Nation;
 - f) providing to the Council, or its designated representative, and the Community Consultative Group, on request and in addition to the quarterly status reports, special report detailing policing services provided to St. Mary's First Nation;
 - g) enforcing federal and provincial laws; and
 - h) upon mutual agreement by the Fredericton Police Force and St. Mary's First Nation Council, enforcing present or future Band By-laws that are consistent with and do not conflict with Federal and Provincial laws and/or the Criminal Code of Canada.
- 2.1.3 The Parties acknowledge that the City of Fredericton and the Council have agreed on a more detailed description of the level of Police Service being provided by the City of Fredericton to Saint Mary's First Nation, as outlined in the attached "Schedule F" of this Agreement. In case of conflict with Schedule "F" and this Agreement, this Agreement will prevail.

2.2 COMMUNITY CONSULTATIVE GROUP

- 2.2.1 The Council and the Fredericton Police Force shall, if no Community Consultative Group was established under a prior agreement, establish a Community Consultative Group within sixty (60) days of the signing of this Agreement.
- 2.2.2 The Community Consultative Group should be representative of the community and may include participants who are elders, women, men, youth and 2SLGBTQIA+.
- 2.2.3 The Community Consultative Group will consist of no less than four (4) members of St. Mary's First Nation.
- 2.2.4 The roles and responsibilities of the Community Consultative Group are as follows:
- (a) identify policing issues and concerns to the police chief of the Fredericton Police Force, or where appropriate, to the police officers assigned to provide dedicated police services to the community;
 - (b) seek solutions, with the Fredericton Police Force, to community issues and concerns;

- (c) develop, if need be, in consultation with a representative of the Fredericton Police Force, the objectives, priorities, goals, strategies and special projects designed to address specific issues; and
- (d) complete the Municipal Quadripartite Agreement Report (aka: Annual Performance Report) using the form provided by Canada to St. Mary's First Nation on or before June 30 of every Fiscal Year covered by this Agreement.

2.2.5 The Community Consultative Group is to meet at least three (3) times a year.

2.2.6 To be eligible to participate in the Community Consultative Group, a criminal records check, satisfactory to the police chief of the Fredericton Police Force, must be completed in respect of each member or prospective member.

2.3 ACCESS TO ST. MARY'S FIRST NATION TERRITORY

For the duration of this Agreement, the Council shall give access to St. Mary's First Nation Territory to the Fredericton Police Force and may not impose any restriction on the City of Fredericton and Fredericton Police Force, officers, servants, agents and contractors, for the purpose of providing any services contemplated in this Agreement.

PART III

FACILITY AND EQUIPMENT

3.1 POLICE FACILITY

The Council shall provide a community police facility with a minimum interior area of 18.58 square meters (200 square feet) for the use of the police officers of the Fredericton Police Force providing the dedicated policing services to St. Mary's First Nation. St. Mary's First Nation shall assume the cost of such facility that shall meet the operational needs and be to the satisfaction of the Fredericton Police Force.

3.2 ACQUISITION AND LEASING OF MATERIAL AND EQUIPMENT

The City of Fredericton, further to recommendations from the Chief of Police, may supply material and equipment needed to provide dedicated police services to St. Mary's First Nation, with the funds provided by Canada and the Province and, in regards to firearms, in accordance with the applicable firearms statutes and regulations.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

3.3.1 The City of Fredericton is responsible for the maintenance of material and equipment of the Fredericton Police Force.

3.3.2 The City of Fredericton agrees to replace the material and equipment if:

- a) the replacement cost of the material or equipment is less than the cost to maintain it; or
- b) the replacement of the material or equipment is necessary due to wear or obsolescence.

3.3.3 During the term of this Agreement, material and equipment may be sold by the City of Fredericton at fair market value.

The proceeds of such a sale, should they exceed \$5,000, shall be credited to Canada and the Province in proportion to their initial contributions as set out in paragraph 4.2.2. The proceeds of such sales shall exclude any amortisation costs. The sum due to Canada and the Province can be reimbursed to them by:

- a) reducing proportionally the payment to be made under this Agreement or any other subsequent agreement;
- b) in any other circumstance, the amount owed shall become an amount owing to Canada and the Province, as the case may be, and it shall be reimbursed no later than thirty (30) days following the transaction date. (*Note: reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to the Province shall be made to the Minister of Finance*); and

c) notwithstanding subsections 3.3.3 a) and b), Canada and the Province may, jointly and in writing, agree that the City of Fredericton use the proceeds of such sales to acquire material and equipment for the provision of policing services.

3.3.4 Upon the expiration or termination of this Agreement, the City of Fredericton shall dispose of the City of Fredericton Police Service material and equipment acquired with the funds provided by Canada and the Province in accordance with subsection 6.6.

3.4. INSURANCE

3.4.1 The City of Fredericton shall acquire and maintain a commercial general liability insurance policy covering the activities of the Fredericton Police Force, their members, employees, officials and agents assigned to policing activities. This insurance shall offer protection in an amount of no less than ten million dollars (\$10,000,000) per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof, incurred by a third party. The policy shall also contain a cross liability clause. It shall name the Province and Canada as an “additional insured”, and contain a provision stating that the policy will not be cancelled, materially changed or permitted to lapse unless the insurer notifies the additional insurers in writing at least 30 days prior to the date of cancellation, material change or lapse.

3.4.2 The City of Fredericton shall acquire and maintain insurance coverage of no less than two million dollars (\$2,000,000) for motor vehicles owned, used by or registered to the City of Fredericton Police Force.

3.4.3 The City of Fredericton shall provide St. Mary’s First Nation, Canada and the Province proof of insurance for the coverages noted in section 3.4 (copy of insurance policy or insurance policies, including any riders) within thirty (30) days following the commencement of this Agreement and, subsequently, within thirty (30) days of the renewal or amendment of the insurance.

3.4.4 The City of Fredericton shall advise St. Mary’s First Nation, Canada and the Province, without delay, if the insurer terminates or amends the insurance.

PART IV

FUNDING ARRANGEMENTS FOR POLICING SERVICES

4.1 INFORMATION TO THE PUBLIC

- 4.1.1 The City of Fredericton and the Council hereby agree that Canada and the Province may publicly announce their contribution with respect to funding of policing services in the form of a news release, a press briefing or conference, advertising, or otherwise. The City of Fredericton and the Council shall provide Canada and the Province with the required and reasonable assistance that Canada and the Province deem necessary for the public announcement.
- 4.1.2 Except as necessary to comply with the Parties' requirements regarding public accounts and the City of Fredericton's approval process associated with this Agreement, Canada and the Province shall ensure that all public announcements of their funding contribution are made at the same time and recognize the contribution of the other Party.

4.2 FUNDING AMOUNT AND BUDGET

- 4.2.1 The maximum amount of the policing services costs funded by Canada and the Province shall be established:
- a) by fiscal year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year; and
 - b) in accordance with the budget in Schedule "A" of this Agreement.
- 4.2.2 The annual contributions of Canada and the Province shall be established for each fiscal year in accordance with the following ratio: fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for the Province.

For each fiscal year, the respective contributions of Canada and the Province shall be:

- a) for Fiscal Year 2023-2024:
\$479,847.00 for Canada;
\$442,936.00 for the Province.
- b) for Fiscal Year 2024-2025:
\$513,932.00 for Canada;
\$474,399.00 for the Province
- c) for Fiscal Year 2025-2026:
\$529,251.00 for Canada;
\$488,540.00 for the Province

- d) for Fiscal Year 2026-2027:
\$545,027.00 for Canada;
\$503,101.00 for the Province
- e) for Fiscal Year 2027-2028:
\$561,273.00 for Canada;
\$518,098.00 for the Province

4.2.3 The City of Fredericton and the Fredericton Police Force shall respect the budget set out in Schedule “A”. However, they may reallocate funds between budget items, without authorization or preparing an amended budget, when a reallocation is equal or less than 20% of one of the amounts identified under one of the budget items in Schedule “A”.

4.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

- 4.3.1 At the beginning of each fiscal year, the City of Fredericton shall prepare a cashflow statement in accordance with the budget submitted in Schedule “A”, and shall provide it to Canada and the Province, upon the signing of this Agreement for the first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cashflow statement shall be submitted in accordance with the requirements of Canada and the Province (Schedule "C" *Cashflow Statement*), and shall be updated quarterly.
- 4.3.2 For each fiscal year covered by this Agreement, Canada shall advance the City of Fredericton its annual contribution based on the following terms: up to seventy-five percent (75%) of its share, after receipt of a cash flow statement from the City of Fredericton, in April. Canada shall pay the City of Fredericton the final payment of the fiscal year based on the following terms: up to twenty-five percent (25%) of its share, after receipt of a final cash flow statement with actuals from the City of Fredericton, in June of the subsequent fiscal year.
- 4.3.3 For each fiscal year covered by this Agreement, the Province shall pay the City of Fredericton its annual contribution based on the following terms: up to twenty-five percent (25%) of its share, after reception of an invoice from the City of Fredericton, in April, July, October, and January of the fiscal year covered by this Agreement.
- 4.3.4 The Parties understand that amounts paid under paragraphs 4.3.2 and 4.3.3 are reimbursements of the real costs incurred by the City of Fredericton. Canada and the Province may withhold their share if they are not invoiced and have not received the cash flow statement referred to in paragraph 4.3.1 and the documents referred to in subsection 4.9 within the time frames established by this Agreement (Schedule "B" Due Dates for service provider).

4.4 CONDITIONS OF FUNDING

- 4.4.1 The City of Fredericton shall provide dedicated policing services to St. Mary’s First Nation at no charge to the Council, as per Schedule ‘A’.

- 4.4.2 All payment to the City of Fredericton made under subsection 4.3 shall be accepted as full compensation for the dedicated policing services provided by the City of Fredericton under this Agreement, including any related deficit, damages, costs or losses that may have resulted of their provision of dedicated policing services to St. Mary's First Nation under this Agreement.
- 4.4.3 The contribution of funds made by Canada or the Province, under this Agreement, is contingent on:
- a) the continuance of the First Nations and Inuit Policing Program and the existence of the annual appropriation required, granted by Parliament to Canada, to fund Aboriginal policing services for the fiscal year during which the payment of Canada's contribution is to become due, pursuant to section 40 of the *Financial Administration Act*, (R.S.C.1985, c. F-11); and
 - b) the existence of the annual appropriation required, granted by the Legislature to the Province, to fund Aboriginal policing services for the fiscal year during which the payment of the Province's contribution is to become due.
- 4.4.4 In the event that funding is no longer available or has been decreased for dedicated policing services, or the discontinuation of the First Nations and Inuit Policing Program in its current form, Canada or the Province may reduce their contribution or terminate this Agreement. Such a reduction or termination will take effect thirty (30) days after receipt of a notice that Canada or the Province shall provide to the other Parties.
- 4.4.5 If, following the receipt of a notice with regards to a contribution reduction, the City of Fredericton is of the opinion that it can no longer meet its obligations under this Agreement, it may, upon providing written notice to Canada and the Province, terminate this Agreement thirty (30) days following the receipt of the notice by Canada and the Province.
- 4.4.6 The City of Fredericton declares that it does not owe any money to Canada or the Province under any agreement or legislation.

4.5 DEFICIT

At the end of each fiscal year, any deficit remains the responsibility of the City of Fredericton.

4.6 ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

- 4.6.1 The City of Fredericton shall allocate contributions obtained under this Agreement as per the following expenses:
- a) Pay and benefits for: police officers, special constables or other appointed individuals; and support staff, including professional, technical, custodial, clerical and administrative employees. Pay and benefits include overtime, Mandatory Employment Related Costs (MERCs), pension plan contributions, other employee benefit plans, workers compensation programs, severance and other human resource-related contingent

liabilities, isolation/remoteness pay, shift premiums, maternity leave, plain clothes allowances, sick leave, and employee assistance programs;

- b) Administrative expenses, which must be defined in the Budget and may include: office telephone and fax, postage and courier costs, office supplies, office furniture, office equipment purchases and leases (such as photocopiers), printing, translation services, standard bank fees, excluding interests and loans, and, promotional or community relations items. Administrative expenses shall not exceed 15% of the total value of the Contribution Agreement;
- c) Police equipment, including but not limited to uniform/officer kit, provincially-approved use of force equipment (handcuffs, batons, guns, etc.), ammunition, photographic equipment, portable radios, and, protective equipment (vests, helmets, shields, etc.);
- d) Transportation expenses and related equipment, including: vehicles, boats, ATVs, and snowmobiles, (including expenses for repairs and maintenance); licensing fees; fuel; accessories (including lights, sirens, and in-car video); moveable docks; and cargo shipping for employees in remote locations;
- e) Expenses related to employee travel to and from remote locations;
- f) Expenses related to prisoners' custody and escorts;
- g) Information technology and communications equipment and associated expenses, including: radios, computers and related information technology equipment, including but not limited to in-car information technology equipment, software, closed circuit television, internet, computer-aided dispatch and records management systems, electronic vehicle licensing information from the province/territory, Canadian Police Information Centre, pagers, cellular phones and tablets, satellite phones, dispatch equipment, moveable telecommunication towers attached to the police detachments, audio/visual aids, and repairs and maintenance for information technology and communications equipment;
- h) Training and recruitment expenses, including advertising, recruit assessment, travel to and from training, as well as training allowances to defray living expenses while in training (deemed reasonable through a detailed budget review and not exceeding National Joint Council guideline amounts), promotional exams, re-qualification training, drivers' education, and training/upgrading required to allow otherwise unqualified candidates to meet minimum hiring standards (e.g. high school upgrade);
- i) Rent subsidies for housing of officers, where applicable;
- j) Police facility costs, including: rent assessed at fair market value or equivalent costs, costs associated with fire safety and occupational health and safety inspections, costs associated with maintenance, costs associated with environmental assessment and remediation, utilities such as electricity, sewer and water, and heating, minor repairs; alarm systems, janitorial equipment; and ground maintenance supplies;

- k) Policing infrastructure expenditures when the police facility is owned by the First Nation community or the municipality, as defined as:
- renovation of an existing police facility;
 - onsite construction of a new, permanent police facility; and
 - acquisition and installation of a modular police facility built offsite.
- l) Insurance premiums for general liability insurance for policing operations by the contingent of police officers, special constables or other appointed individuals, and vehicles and other means of transportation operated by the contingent of police officers, special constables or other appointed individuals; and
- m) Professional fees related to the preparation of financial statements.

4.6.2 The Parties agree that expenses for acquisition and leasing of material and equipment required to provide dedicated policing services, as set out in paragraph 3.2.1 of this Agreement, constitute costs as described in paragraph 4.6.1.

4.6.3 The Parties agree that only the expenses covered under paragraph 4.6.1 are eligible under this Agreement. If unsure on the eligibility of an expense, the City of Fredericton shall consult with Canada and the Province before incurring the expense.

4.7 DECLARATIONS OF THE CITY OF FREDERICTON

4.7.1 The City of Fredericton declares that the Budget in Schedule “A” describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

4.7.2 The City of Fredericton shall, upon receipt, declare in writing any funds subsequently received from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

4.7.3 If any funds provided by another federal or the provincial department or agency, are used directly or indirectly, in whole or in part, to attain the objective of this Agreement, then Canada and the Province may reduce their respective contribution or request a total or partial reimbursement of such an amount.

4.7.4 The amount of the reduction or the reimbursement due to Canada or the Province is equal to the amounts provided by the other federal or the provincial department or agency. Canada or the Province must notify the other Parties in writing of the amount of the reduction carried out and may agree upon a smaller amount to be due.

4.8. MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

4.8.1 The City of Fredericton shall:

- a) maintain accounting records, clearly identifying revenues and expenditures for the provisions of policing services;
- b) maintain financial records with respect to the funds provided under this Agreement in accordance with generally accepted accounting principles as prescribed in the *Canadian Institute of Chartered Accountants Handbook*, including records of all expenditures made by The City of Fredericton in relation to policing services and invoices, receipts and vouchers relating thereto;
- c) retain all materials and records relating to this Agreement, for a period of no less than six (6) years following the expiry or termination of this Agreement; and
- d) provide Canada and the Province with access to the facilities with reasonable notice and shall make available to them any supporting documents, books and records, registers or other documents when requested. The City of Fredericton shall provide Canada and the Province with copies of records and registers when requested.

4.9 REPORTING

- 4.9.1 The City of Fredericton shall, within four (4) months following the end of each fiscal year, provide Canada and the Province with an annual report of the activities of the Fredericton Police Force under this Agreement, including the following information:
- a) the complement of the Fredericton Police Force's police and civilian personnel, including an organization chart;
 - b) the Fredericton Police Force's hiring and training activities paid with the funds provided by Canada and the Province;
 - c) statistical data on caseload information handled by the Fredericton Police Force and relevant to St. Mary's First Nation;
 - d) activities and programs delivered as dedicated policing services by the Fredericton Police Force or in which it is involved, such as school visits, drug education, crime prevention, etc.;
 - e) an inventory of vehicles acquired with the funds provided by Canada and the Province;
 - f) statistical data on complaints from the public in regard to the Fredericton Police Force dedicated policing services, including the nature of the complaints; and
 - g) the composition of the number of meetings held and a description of the Fredericton Police Force's activities over the past year in relation with the dedicated policing services.

- 4.9.2 The City of Fredericton shall provide Canada and the Province with the cash flow statements provided as per paragraphs 4.3.1, 4.3.2, and 4.3.3.
- 4.9.3 The City of Fredericton shall provide supportive evidence if requested by Canada or the Province for the financial statements or any additional information that may be required for the purposes of this Agreement.

4.10 OVERPAYMENT

- 4.10.1 The City of Fredericton is deemed to have received an overpayment of contributions provided by Canada and the Province under this Agreement in the following circumstances:
- a) An audited financial statement by an independent certified accountant, has been completed and an overpayment has been identified as a result of ineligible expenditures or costs; or
 - b) Canada or the Province carries out a financial analysis or audits the financial statements of the City of Fredericton and an overpayment is identified as a result of ineligible expenditures or costs.
- 4.10.2 Any overpayment as per paragraph 4.10.1 is then considered a debt to Canada and the Province, at their respective rate of funding, and due by the City of Fredericton. The overpayment shall be repaid no later than thirty (30) days following the date of receipt of notice from Canada or the Province. If, however, the overpayment has been identified in the audited financial statement, as set out in paragraph 4.10.1 a), then the due date for the reimbursement shall be the date of the submission to Canada and the Province, of the audited financial statement. (Note: reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to the Province shall be made to the Minister of Finance); and
- 4.10.3 Any overpayment as per paragraph 4.10.1 may be offset by reducing any other contributions made by Canada and the Province.
- 4.10.4 The City of Fredericton recognizes that an expenditure or cost may be deemed ineligible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada or the Province, the expenditure or cost cannot be substantiated.

4.11 INTEREST CHARGES

Any overpayment remaining owing to Canada or the Province and unpaid shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

4.12 AUDIT

- 4.12.1 The City of Fredericton agrees that Canada or the Province may appoint independent auditors, at their expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the City of

Fredericton in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada and the Province and the consistent application of generally accepted accounting principles in the maintenance of financial records.

- 4.12.2 The City of Fredericton shall provide independent auditors with access, without charge, to the facilities during regular business hours within seventy-two (72) hours after receiving written notification and shall make available to them any supporting document, record, register or other document when requested. The City of Fredericton shall provide the independent auditors with copies of records and registers when requested, without charge.
- 4.12.3 The results of audits performed by Canada may be made available to the public through posting on the Public Safety Canada Internet site (www.publicsafety.gc.ca).

4.13 ASSIGNMENT AND SUBCONTRACTING

- 4.13.1 The City of Fredericton shall not encumber or assign its rights under this Agreement without the written permission of Canada and the Province.
- 4.13.2 The City of Fredericton may delegate the administrative management of the policing services. For that purpose, it shall prepare a contract that details the services provided and the responsibilities and undertakings of the subcontractor.

The monetary value of such contract shall not exceed fifteen percent (15%) of the annual budget of each fiscal year. The City of Fredericton shall report this contract to Canada and the Province, provide them with an amended budget to reflect the contract and enable them to ensure that it complies with the terms of this Agreement.

- 4.13.3 In all contracts it awards, the City of Fredericton shall, if applicable, require that each subcontractor agree in writing to abide by the terms and conditions of this Agreement. These terms and conditions shall apply to the subcontractor's work, the services provided by the subcontractor and property acquired by the subcontractor on the City of Fredericton's behalf. The City of Fredericton shall, when so requested by Canada or the Province, provide a copy of the contract with any subcontractor with which the City of Fredericton does business.

PART V

GENERAL PROVISIONS

5.1 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada or the Province may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with Canada's and the Province's laws, regulations or policies, as the case may be, including, for Canada, the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

5.2 LOBBYING

Any person lobbying on behalf of the City of Fredericton must comply with the *Lobbying Act* (R.S.C. 1985, c. 44) and any relevant provincial legislation.

5.3 ETHICS, PROFESSIONAL CONDUCT AND CONFLICT OF INTEREST

It is understood that this Agreement shall apply in accordance with the applicable rules of ethics, professional conduct and conflict of interest. Schedule "D" (Ethic and Code of Conduct Policy) is provided for information purposes only.

5.4 NO PARTNERSHIP

- 5.4.1 Neither the City of Fredericton nor the Council shall represent themselves, in an agreement with a third party or otherwise, as being an associate, partner, joint-venture agent or employee of Canada or the Province as a result of this Agreement. Canada and the Province have no responsibility for fulfillment of any obligation into which the City of Fredericton or the Council may enter into as a result of this Agreement, including, without limitation, any loan, capital lease or other long term obligation.
- 5.4.2 It is agreed that personnel employed as a result of this Agreement are and shall remain persons providing services to the City of Fredericton or to the Council, and nothing in this Agreement is to be read or construed as conferring upon the City of Fredericton or the Council or their members, officers, employees, agents or contractors the status of officer, employee, servant or agent of Canada or the Province or the status of a person acting in a partnership or a joint venture with Canada or the Province.
- 5.4.3 The City of Fredericton acknowledges that all of its employees carrying out the provisions of this Agreement including members of the Fredericton Police Force are not engaged as employees or agents of Canada and/or the Province.
- 5.4.4 The City of Fredericton shall remain solely responsible for hiring, pay and benefits, supervision, discipline, termination, employment insurance, hospital insurance, contributions to Canada Pension Plan, Income Tax deductions, leaves and uniforms of its employees and for all matters relating to the relationship between an employer and its

employees while employees are rendering dedicated policing services covered by this Agreement.

5.5 INDEMNIFICATION

- 5.5.1 The City of Fredericton and the Council shall indemnify and save harmless Canada and the Province and their respective employees and agents and take up their defence from and against all claims, losses, damage, actions, causes of actions, costs and expenses or liabilities that may arise directly or indirectly out of any act, omission or delay or negligence on the part of the City of Fredericton, the Council, the Community Consultative Group or their members, employees or agents in carrying out this Agreement. Such indemnity shall survive the termination or expiry of this Agreement for matters that occurred prior to the termination or expiry of this Agreement.
- 5.5.2 Neither Canada nor the Province shall be responsible for the death, or any bodily or personal injury or property damage of any nature whatsoever that the City of Fredericton, the Council or their members, employees, agents or third parties, including the Community Consultative Group, or the Fredericton Police Force, may suffer or sustain, during the implementation of this Agreement, unless these damages have been caused by the fault of an employee or agent of Canada or the Province in the performance of their duties.

5.6 DISCLOSURE

- 5.6.1 Information gathered by the Parties in carrying out this Agreement is subject to the rights and protection contained under pertinent federal and the provincial legislation, regarding access to information and privacy.
- 5.6.2 Canada, the Province and the City of Fredericton have the right to make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.

PART VI

FINAL PROVISIONS

6.1 ACCOUNTABILITY OF THE CITY OF FREDERICTON

The City of Fredericton shall remain, at all times, accountable for the obligations and responsibilities attributed to it, to or to the Fredericton Police Force which are contained in this Agreement or that may arise in carrying out this Agreement and the City of Fredericton shall, at all times, ensure that all the obligations under this Agreement are fulfilled.

6.2 AMENDMENT

This Agreement may be amended by the mutual written consent of the Parties. In order to be valid, any amendments to this Agreement must be made in writing and signed by the Parties, except for any reallocation of funding as provided for in paragraph 4.2.3.

6.3 DEFAULT

6.3.1 Where there is default, or there is, in the opinion of Canada or the Province, a likelihood of default of the Council, the City of Fredericton or where the Council, the Fredericton Police Force, the City of Fredericton or one of their representatives, agents or subcontractors makes or has made a false or misleading statement, Canada and the Province may:

- a) reduce the contribution paid to the City of Fredericton;
- b) suspend any payment; or
- c) terminate the Agreement in accordance with the terms set out in subsection 6.5.

6.3.2 The Parties agree that any situation where, in the opinion of Canada or the Province, the City of Fredericton is no longer able to deliver the policing services funded under this Agreement constitutes default.

6.3.3 Failure by the City of Fredericton to produce a document on the list in Schedule “B” within the time frame established constitutes default and the Province and Canada may suspend payment of their respective contributions until the document is produced.

6.3.4 Where there is such default, Canada or the Province shall provide the other Parties with written notice indicating the said default and setting out their intention, to exercise the rights under subsection 6.5, if the City of Fredericton does not remedy the default or has not provided a plan to remedy the default within thirty (30) days.

6.3.5 Canada and the Province shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that Canada or the Province refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada or the

Province shall not prevent Canada or the Province in any way from later exercising any other remedy or right under this Agreement or other applicable law.

6.4 DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good-faith attempt to settle said dispute. Where necessary and appropriate the representatives of the Parties will engage their respective senior officials in the resolution process. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to consider mediation.

6.5 TERMINATION

6.5.1 This Agreement may be terminated under the following conditions:

- a) subject to paragraph 6.5.2 a), by Canada or the Province, when, as set out in paragraphs 4.4.3 and 4.4.4, funding is no longer available or the appropriation has been decreased;
- b) subject to paragraph 6.5.2 b), by the City of Fredericton, as set out in paragraph 4.4.4, following a reduction of funds by Canada or the Province, whereby the City of Fredericton can no longer fulfill its obligations under this Agreement;
- c) subject to paragraph 6.5.2 c), by Canada or the Province, if the City of Fredericton has not remedied the default to the satisfaction of Canada or the Province within the thirty (30) day period as set out in paragraph 6.3.4; or
- d) subject to paragraph 6.5.2 d), at any time, by any Party, even if there is no default committed by another Party.

6.5.2 The termination shall take effect:

- a) for termination under paragraph 6.5.1 a), thirty (30) days upon receipt of the notice that Canada or the Province, as the case may be, informs the other Parties;
- b) for termination under paragraph 6.5.1 b), thirty (30) days upon receipt, by Canada or the Province, of a notice from the City of Fredericton to this effect;
- c) for termination under paragraph 6.5.1 c), on the date indicated in the notice provided by Canada or the Province to this effect; or
- d) for termination under paragraph 6.5.1 d), upon expiry of ninety (90) days following the date of receipt of a written notice to this effect to the other Parties, unless all the Parties agree upon another date in writing.

6.6 CARRYING OUT CERTAIN OBLIGATIONS BY THE CITY OF FREDERICTON IN THE EVENT OF A TERMINATION OR NON-RENEWAL OF THIS AGREEMENT

6.6.1 Upon termination or expiry of this Agreement, if it is not being renewed, the City of Fredericton shall:

- a) provide Canada and the Province a complete inventory of weapons of the Fredericton Police Force, including intermediary weapons, acquired with the funds provided by Canada and the Province;
- b) ensure that weapons belonging to the City of Fredericton acquired with the funds provided by Canada and the Province, including intermediary weapons, in accordance with the applicable statutes and regulations, shall remain with the City of Fredericton's Police Service or be destroyed;
- c) sell at market value, all other material and equipment acquired with funds provided under this Agreement, unless otherwise agreed to by Canada and the Province;
- d) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- e) reimburse Canada and the Province their share of contributions paid but not spent, in proportion to their initial contributions, within thirty (30) days following the termination or expiry of this Agreement; and
- f) reimburse Canada and the Province any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums.

6.6.2 The proceeds of this sale shall be considered as an amount owing to Canada and the Province in proportion to their initial contributions and shall be reimbursed no later than thirty (30) days following the transaction date. (*Note: reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to the Province shall be made to the Minister of Finance*).

6.6.3 Any amount remaining owing to Canada and unpaid after such a deadline shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

6.7 CARRYING OUT CERTAIN OBLIGATIONS

The obligations and the provisions set out in subsections 1.2, 1.4, 4.9, 4.10, 4.11, 4.12, 5.4, 5.5, 5.6, 6.1 and 6.6, and paragraphs 4.7.2 and 4.8.1 c) will continue to be in effect beyond the termination or expiry of this Agreement.

6.8 NOTICE

6.8.1 Any notice, request, information or any other document required with respect to this Agreement shall be deemed to be served if mailed or transmitted by fax. Any notice sent or transmitted by fax shall be deemed to have been received one business day after it was sent; any mailed notice shall be deemed to have been received eight (8) business days following its mailing.

All correspondence shall be sent to the following coordinates:

For Canada:	Public Safety Canada First Nations and Inuit Policing Program Atlantic Region 21 Mount Hope Ave Dartmouth, Nova Scotia B2Y 4R4 csp.atlantic-psc.atlantique@ps-sp.gc.ca
cc:	Public Safety Canada First Nations and Inuit Policing Program 269 Laurier Avenue West Ottawa, Ontario K1A 0P8
For the Province:	Minister of Public Safety and Solicitor General Province of New Brunswick Marysville Place P.O. Box 6000 Fredericton, New Brunswick E3B 5H1 Fax: (506) 444-4743
For the Council:	St. Mary's First Nation 150 Cliffe Street Fredericton, New Brunswick E3A 0A1 Fax: (506) 462-9491
For the City of Fredericton:	The City of Fredericton 397 Queen Street Fredericton, New Brunswick E3B 1B5 Fax: (506) 452-9509
cc:	Fredericton Police Force – Police Chief 311 Queen Street Fredericton, New Brunswick E3B 1B1

6.8.2 Each Party shall notify the other Parties in writing of any change of address, email or fax number.

6.9 EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURE

6.9.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Each party will receive all signed counterparts; it being understood that all Parties need not sign the same counterparts.

6.9.2 The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

6.10 DURATION OF THIS AGREEMENT

This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1, 2023 to March 31, 2028 unless it is terminated in accordance with subsection 6.5.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have signed:

Signed on behalf of HIS MAJESTY THE KING IN RIGHT OF CANADA by

SPECIAL ADVISOR
PROGRAMS DIRECTORATE
PUBLIC SAFETY CANADA

Date

Signed on behalf of HIS MAJESTY THE KING IN RIGHT OF NEW BRUNSWICK by

THE MINISTER OF PUBLIC SAFETY AND
SOLICITOR GENERAL

Date

Signed on behalf of the CITY OF FREDERICTON by

Mayor

Date

Signed on behalf of the CITY OF FREDERICTON by

City Clerk

Date

Signed on behalf of the COUNCIL by

Chief

Date

Council Member

Date

Council Member

Date

Council Member

Date

The Fredericton Police Force, as represented by the Chief of Police or his designate, hereby acknowledges the terms and conditions of this Agreement.

Chief of the Fredericton Police Force

signed on

**Schedule “A”
Dedicated Police Service Budget**

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
Number of Officers	4	4	4	4	4	
Revenue Sources						
						Total
Contribution of Canada	\$479,847	\$513,932	\$529,251	\$545,027	\$561,273	\$2,629,330
Contribution of New Brunswick	\$442,936	\$474,399	\$488,540	\$503,101	\$518,098	\$2,427,074
Total Revenues	\$922,783.00	\$988,331.00	\$1,017,791.00	\$1,048,128.00	\$1,079,371.00	\$5,056,404.00
Percentage (Canada)	52%					
Percentage (New Brunswick)	48%					
Proposed Cost Categories* (Proposed Eligible Cost Categories)						
Administrative Expenses	\$3,929.40	\$4,037.46	\$4,148.49	\$4,262.57	\$4,379.79	\$20,757.71
Insurance Premiums	\$1,303.90	\$1,339.76	\$1,376.60	\$1,414.45	\$1,453.35	\$6,888.06
IT and Communications Equipment	\$20,078.47	\$20,630.63	\$21,197.97	\$21,780.91	\$22,379.89	\$106,067.87
Pay and Benefits	\$853,413.45	\$917,054.12	\$944,552.36	\$972,875.18	\$1,002,047.36	\$4,689,942.47
Police Equipment	\$12,391.90	\$12,732.68	\$13,082.83	\$13,442.60	\$13,812.28	\$65,462.28
Professional Fees	\$5,426.23	\$5,575.45	\$5,728.77	\$5,886.31	\$6,048.19	\$28,664.95
Training and Recruitment	\$7,385.85	\$7,588.96	\$7,797.66	\$8,012.09	\$8,232.43	\$39,016.99
Transportation Expenses and Related Equipment	\$18,853.80	\$19,372.47	\$19,906.04	\$20,453.85	\$21,017.13	\$99,603.29
Total Eligible Proposed Costs	\$922,783.00	\$988,331.00	\$1,017,791.00	\$1,048,128.00	\$1,079,371.00	\$5,056,404.00

SCHEDULE "B"
Due dates for service provider

Subsection	Document to Be Produced by the City of Fredericton	Time Frame
3.4.3	Proof of insurance coverage	<ul style="list-style-type: none"> • Within 30 days of the effective date of this Agreement • Within 30 days of renewal or of any amendment to the coverage
4.3.1	Annual Cash flow statement	<ul style="list-style-type: none"> • When this Agreement is signed • Before April 15 of each subsequent year
4.3.2	Q4/Actuals cash flow statement	In June of each subsequent year
4.9.1	Annual report on the activities of the Fredericton Police Force	<ul style="list-style-type: none"> • Within four (4) months following the end of each fiscal year
4.9.2	Updated cash flow statements	<ul style="list-style-type: none"> • As per 4.3.1, 4.3.2, 4.3.3

Notice: Failure by the City of Fredericton to produce a document on the list within the time frame established constitutes default pursuant to subsection 6.3 and gives the Province and Canada the right to suspend payment of their respective contributions.

SCHEDULE "C" Cashflow Statement

File Identification (Project number, Region, other)		Project / Program Title												Type of Funding Subst Funding Type		Fiscal Year																					
		Combined REVENUES Quarter 1 / Period 1						Combined REVENUES Quarter 2 / Period 2										Combined REVENUES Quarter 3 / Period 3						Combined REVENUES Quarter 4 / Period 4													
REVENUES	Total Funding	Forecasted revenues	Actual Expenditures	Quantity Payment	Variance / Difference	Forecasted revenues	Actual Expenditures	Quantity Payment	Variance / Difference	Forecasted revenues	Actual Expenditures	Quantity Payment	Variance / Difference	Forecasted revenues	Actual Expenditures	Quantity Payment	Variance / Difference	Forecasted revenues	Actual Expenditures	Quantity Payment	Variance / Difference	Forecasted revenues	Actual Expenditures	Quantity Payment	Variance / Difference	Forecasted revenues	Actual Expenditures	Quantity Payment	Variance / Difference	Total Forecasted revenues	Total Actual Expenditures	Total Forecasted revenues	Total Actual Expenditures	Total Forecasted revenues	Total Actual Expenditures	Balance of Reserving Funding	
Funding Source																																					
Public Safety Capital Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Other Government Funding (Provincial, Municipal and Territorial)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Total Other Government Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Total Agreement Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
EXPENDITURES																																					
Expenditure Categories as Identified in Program Terms and Conditions	Total Funding	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference	Forecasted Budget	Actual Expenditures	Variance / Difference
Unexpended Deferred Funding		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Comments:

Attestation by Recipient, Chief Financial Officer (CFO) or Authorized Official
I hereby certify that the attached financial statement of revenues and expenditures presents fairly the revenues received and the expenditures incurred by the recipient for the period specified. Public Safety and Emergency Preparedness Canada has at all times received supporting documents for these payments.

Date: _____

Attestation by Program Officer
I have examined the expenses claimed for reimbursement and I verify that they correspond to the eligible expenditures stated in the contribution agreement and do not exceed the maximum authorized for each category.

Date: _____

SCHEDULE "D" Ethic and Code of Conduct

Manual Administration Manual	Part 5
Chapter Title and Section <i>Personnel;</i> <i>Other Offences</i>	Chapter 5.2
Policy Title <i>Ethics and Code of Conduct (5.FPF.2.17)</i>	Sub-Section 17

1. General

The equal administration of law depends upon the principle that justice must not only be done but seen to be done. Thus a police officer must do nothing in his/her private or professional life that would negatively influence or appear to influence the performance of his/her public duty as an officer of the Crown.

Consistent with the standards for police officer conduct as set out in the *New Brunswick Police Act*, and in an effort to further clarify the expectation of members of the Fredericton Police Force, be they civilian or police, the following policy shall be adhered to regarding Standard of Conduct, Code of Ethics, and gratuities or special privileges.

2. Definitions

- a. **Standard of Conduct:** The *New Brunswick Code of Professional Conduct* by which all police personnel must abide and the GOV-OP-073 – Employee Code of Ethics by which all civilian personnel must abide.
- b. **Code of Ethics: It is incumbent upon every Police Officer of a police force to:**
 - 1. respect the rights of all persons to;
 - 2. maintain the integrity of the law, law enforcement and the administration of justice;
 - 3. perform his or her duties promptly, impartially and diligently, in accordance with the law and without abusing his or her authority;
 - 4. avoid any actual, apparent or potential conflict of interests;
 - 5. ensure that any improper or unlawful conduct of any member of a police force is not concealed or permitted to continue;
 - 6. be incorruptible, never accepting or seeking special privilege in the performance of his or her duties or otherwise placing himself or herself under any obligation that may prejudice the proper performance of his or her duties;
 - 7. act at all times in a manner that will not bring discredit on his or her role as a member of a police force; and
 - 8. treat all persons or classes of persons equally, regardless of race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation, sex, social condition, political belief or activity.
- c. **Personal Relationships** involve a relationship of a romantic nature or one which is sufficiently close that objectivity is impaired.
- d. **Donations** are given to help a person or organization and can consist of money, property or services.

3. Procedure

- a. **All** Fredericton Police Force employees and auxiliary shall comply with the City's Employee Code of Ethics, GOV-OP-073.

All sworn police officers shall comply with the Provincial Code of Professional Conduct at all times whether on duty or off duty. Sworn members deemed to be in contravention of the Provincial Code of Professional Conduct and FPF Code of Ethics will be subject to consequences as per the Act.

b. Donations

- a. The acceptance of a donation must satisfy the following principles

- i be consistent with the overall goals, objectives and priorities of the Fredericton Police Force
- ii Not compromise the integrity, objectivity or impartiality of the Fredericton Police Force
- iii be beneficial to the community as a whole and be donated without condition to its use or preference of the donor.

- b. Acceptance of all donations requires the approval of the Chief of Police. All donations presented to officers in relation to police services are to be reported to the Office of Professional Standards immediately after receipt.

The NCO i/c Professional Standards will review the circumstances, nature and value of the donation with the Chief of Police in order to determine whether or not it is an appropriate for the department to retain.

The Chief of Police will ensure that any donation, loan or sponsorship accepted by the Force or its members is beneficial to the community as a whole and is handled in a transparent manner. It must provide a direct benefit to the community in the form of improved police service, without causing the Force's priorities to be affected. All donations, loans, sponsorships, gift must be properly documented with Professional Standards including source, nature, significance and size. The loan, gift or sponsorship is in no way accepted on conditions providing preference to the donor or influence investigations.

- c. Where the donation involves equipment, vehicles, furniture, or computer hardware/software, the appropriate City of Fredericton (COF) department must be contacted to ensure the item meets COF specifications prior to accepting the donation.
- d. The Fredericton Police Force is the official qualified done of any monetary gifts. As such, monetary gifts must be made directly to the Fredericton police Force and donation cheques must be made payable to the Fredericton Police Force
- e. In the occurrence of a major event with a large number of incoming donations, the Chief will appoint an internal or external employee to coordinate these donations.

c. Members

- a. Members shall not solicit or accept donations from any person including any organization or corporation, for the benefit of the Fredericton Police Force, without the consent of the chief of police, as required.
- b. Unless authorized by the chief of Police members shall not:
 - i solicit a subscription or any form of contribution from any person by any means, either directly or indirectly, for any person leaving the Fredericton Police Force, or any police social function,
 - ii circulate subscriptions, sell tickets or collect money for any purpose other than for religious, charitable or athletic organization.
 - iii use the name of the Fredericton Police Force in soliciting funds from, or selling anything to, non-members
 - iv Use their official title, rank or membership of the Fredericton Police Force in connection with soliciting funds from, or selling anything to non-members.
- c. Members shall not under any circumstances solicit or accept donations or any form of contribution for members who have been dismissed.
- d. All City Contracts for services must abide by City policies.

d. A Guide to Ethical Decision Making

When making a decision that poses an ethical dilemma, you should apply the SAFE test to determine the appropriateness of your actions. If after applying the SAFE test you are still in any doubt about the validity of a course of action you should seek advice from your supervisor.

Scrutiny

Can the decision you have made withstand the **scrutiny** of affected persons, the courts, the community, the Fredericton Police, NB Police Commission, and the media?

Authorized

Is your decision lawfully allowed or **authorized** by legislation or organizational policy?

Fair

Is the decision **fair** for the affect persons, the community, the Profession of Policing, your colleagues, your family and yourself?

Ethical

Is your deduction **ethical** and in compliance with Standing and Routine Orders? Is it in keeping with the philosophies of the Standard of Conduct, Code of Ethics, and the Force’s mission, vision and values?

e. Personal Relationships:

Police officers shall not maintain close personal relationships with individuals who are involved in criminal activity. A person need not be a “convicted criminal” in the community for this policy to apply. It is sufficient that the person is under investigation for a serious offence, charged with a serious offence, or has a reputation (in the community or in the police force) involved in serious criminal activity.

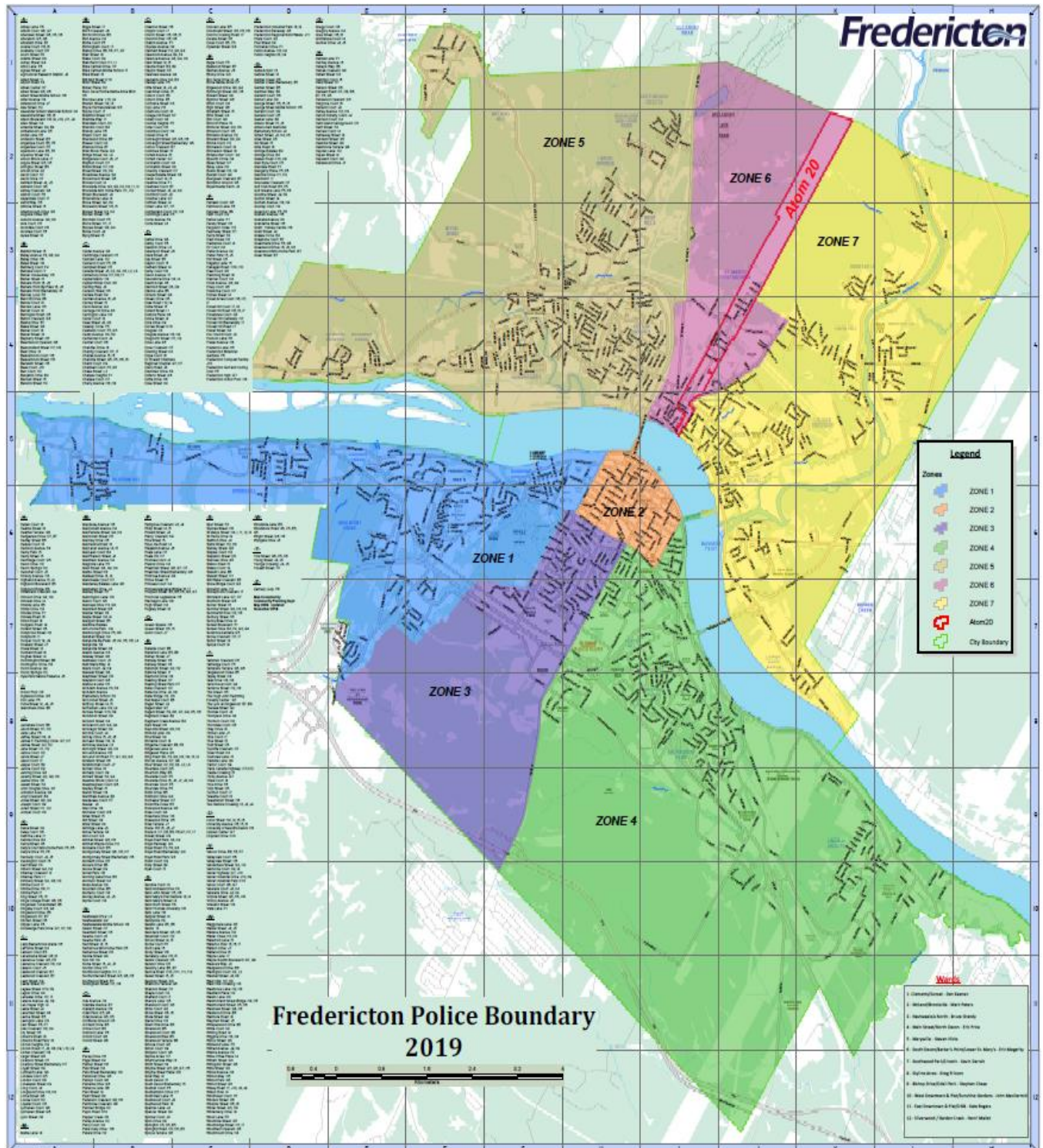
4. Related Documentation

- a. COR-POL-023 – Public Procurement Management – Goods & Services Acquisition
- b. GOV-OP-073 – Employee Code of Ethics
- c. 1-01 – NB Code of Professional Conduct

5. Policy Changes

Issue No.	Description of Changes	Issue Date:
1.1	New Policy	October 2013
1.2	SO 2018-30	October 2018

SCHEDULE "E" Fredericton Police Boundary



SCHEDULE "F"
Guiding Principles

ARTICLE 1- GUIDING PRINCIPLES

- 1.1. This Schedules outlines and is intended to provide a clear understanding of SMFN's deliverables not captured in the Agreement and outline the FPF's commitment to address the deliverables.
- 1.2. The Participants commit to fostering a spirit of strong collaboration with respect to addressing the deliverables.
- 1.3. In general, the following practices will be followed regarding FPF response on SMFN:
- 1.4. FPF Patrols will respond to all initial calls for service. The Patrol officer investigating the file will communicate with the complainant/victim.
- 1.5. Investigations of a serious nature will be continued by Criminal Investigations. The detective investigating the file will communicate with the complainant/victim.
- 1.6. Support team(s) will be deployed as required (see list below in Section 2.7.6).
- 1.7. If there is a critical incident on SMFN, the Critical Incident Commander (CIC) will oversee the incident. Communication with Chief and Council of SMFN will be assigned accordingly.

ARTICLE 2 – SCOPE OF COLLABORATION

- 2.1. Quarterly Reporting - Pursuant to the Agreement (2.1.2 e & f)
- 2.2. In addition to reporting, weekly update meetings (or as required), will take place between members of the FPF Integrated Community Services (ICS) team and SMFN Council and Directors.
 - 2.2.1. Participants may attend weekly and other meetings either in person, virtually or as otherwise directed by SMFN.
 - 2.2.2. Participants acknowledge that all information discussed in confidential and sensitive.
- 2.3. The reports should include but not limited to the following statistical data involving SMFN – types of police responses, connections with the community (EMO & Departments) and outreach initiatives.

- 2.4. The Participants will establish the level of information to be reported quarterly.
- 2.5. The Participants will determine the recurring time, date and duration for the quarterly reports to be delivered.
- 2.6. The Chief of the FPF, or designate, will provide a written yearly report to be presented to SMFN community via leadership (Council & Directors) by April 30th of each year.
- 2.7. Visible FPF presence in SMFN community-Pursuant the Agreement (2.1.1 & 2.1.2)
 - 2.7.1. The FPF will assign two (2) dedicated police officers 24/7 (4 officers in total) to Zone 6 which is bounded by the Wolastoq (St. John River) at the south, Cliffe Street at the east ending at the Brown Boulevard, St. Mary's Street at the west ending at the Killarney Lake Lodge. (See attached Appendix "1"). The service that is provided from Patrols includes a dedicated officer(s) as well, the FPF ICS team supports SMFN through ongoing weekly update meetings, presence in the community both proactively and reactively, and organizing attendance of Zone 6 members to community events on SMFN. ICS also has an FPF Staff Sergeant assigned as the designated operational contact person for SMFN. The role of this contact person is to assist in mitigating any operational policing issues that may arise on SMFN.
 - 2.7.2. The funding partners have provided additional budget for two (2) Community officers, in addition to the 2 dedicated officers in 2.1.7.1 as well as, a Community Program Officer (CPO) to be stationed in Community.
 - 2.7.3. 2.7.2. is subject to time away for vacation, holidays, training, court appearances, personal appointments, critical incidents in other areas of the City, etc.
 - 2.7.4. The CPO will be a civilian position on a 3-year term who will act as a liaison between the FPF and SMFN Community.
 - 2.7.5. SMFN shall provide, at its cost, suitable office space including utilities, FPF shall provide, at its cost, office furniture and equipment.
 - 2.7.6. In addition to the dedicated zone officer(s), the two Community officers and the ongoing support of the FPF ICS Team, SMFN has the benefit and access to all police and civilian members of the FPF. These services include but are not limited to:
 - 2.7.6.1. All assigned members of Patrols. Each platoon has fifteen members per team that can respond to SMFN depending on the serious nature of the call for service(s). Patrols also includes the ICS Team which incorporates Victim Witness services, Mental Health Coordinator, Youth

Coordinator, Community Liaison Officers, and the Intimate Partner Violence Coordinator.

2.7.6.2. The Criminal Investigation Division, which includes Major Crime, Special Crime, Drugs and Organized Crime, Street Crime, Crime Analyst and Criminal Intelligence Officer.

2.7.6.3. The Operational Support Team, which includes Ident Section, the Police Service Dog, and all support teams. Support Teams include the deployment of a Critical Incident Command package which includes an FPF Inspector trained in critical incident response, an Emergency Response Team, Tactical Emergency Medics, Crisis Negotiators, Explosive Disposal Unit, and a scribe. As well, if resources are required in the Saint John River, the FPF has a MOU in place to respond to a rescue or a recovery.

2.7.7. Participation in Community Events

2.7.7.1. The Participants, through the Community Consultative Group as outlined in the agreement (2.2.4.), during the last two months of the preceding year will collaboratively develop an annual schedule of planned community events.

2.7.7.2. The FPF will make every reasonable effort to ensure at least one officer assigned to Zone 6, a community officer and the CPO are able to attend such community events.

2.7.8. Community Consultative Group (CCG) – Pursuant to Agreement 2.2

2.7.8.1. Within 30 days of signing the agreement, and every anniversary thereafter, the City in collaboration with SMFN will establish the members of the CCG and send out recurring meeting requests to meet four times a year.

2.7.9. Cultural Awareness Training – Pursuant to the Agreement 2.1.2.d)iv.

2.7.9.1. The City of Fredericton (COF) is currently working with SMFN and the other Wolastoqey Communities to develop a corporate First Nation Relation Policy (FNRP) for the entire organization.

2.7.9.2. Included in the FNRP, a section will be dedicated to answering the respective Truth and Reconciliation Commission Calls to Action. As this relates to #57 and noted in 2.3.1, the COF in collaboration with SMFN Elder(s) have develop and begun Culture Awareness education and training for City Council and staff. The FPF have also begun additional Culture

Awareness Training specific for First Nations policing.

- 2.7.9.3. The Cultural Awareness training will include, but not limited to, Local Indigenous History, the Indian Act, Wolastoqiyik concerns, Traditional Ceremonies (Sweats, Talking Circles, Pow Wows, etc.) and the Truth and Reconciliation Commission Calls to Action.
- 2.7.9.4. Additional annual Cultural Awareness Training sessions will be provided to expand and enhance COF and FPF staff's education and awareness.

2.7.10. Senior Safety

- 2.7.10.1. FPF and SMFN will host a meet and greet with the community seniors once a year, at Maqiyahimok Centre. This would provide an opportunity for the dedicated FPF Zone 6 complement and senior staff to meet and engage with the community seniors.
- 2.7.10.2. SMFN to provide the FPF with the addresses and contact information for the community seniors. (Provided the seniors authorize distribution of their personal information).
- 2.7.10.3. The FPF Zone 6 complement will take the necessary steps to periodically reach out to the community seniors, either by phone or in person.

2.7.11. Community Education

- 2.7.11.1. The FPF will submit a monthly safety statement to be included in SMFN monthly newsletter.
- 2.7.11.2. The Participants will establish a youth mentorship program that would see the FPF provide a full day session twice a year, a minimum of 10 preregistered individuals per session is required to proceed.
- 2.7.11.3. The session will include the morning at the FPF headquarters, lunch will be provided, and the afternoon will involve ride-a-long in patrol cars.
- 2.7.11.4. The Participants will collaborate to ensure that interested and qualified SMFN community members have reasonable access to participating in the existing FPF auxiliary police program.
- 2.7.11.5. The Participants will work together to explore the possibility of establishing a Kids and Cops program within the SMFN community.

2.7.12. Access to SMFN Community

- 2.7.12.1. The Participants will work collaboratively with SMFN-EMO and SMFN-Child and Family Services to review the concerns of non-community public entering onto St. Mary's First Nation Reserve.
- 2.7.12.2. The Participants acknowledge that the resolution of 2.7 will have direct impact of the resolution of 2.6.1.

2.7.13. By-law Enforcement - Pursuant to Agreement 2.1.2.(h)

- 2.7.13.1. Public Safety Canada recognizes how important the effective enforcement and prosecution of First Nations laws and by-laws is for advancing self-determination. Making progress on this matter requires effort by all partners: federal government departments, provinces, territories, and First Nation communities themselves.
- 2.7.13.2. Although we do not have a definitive process at this time the Federal and Provincial Governments and the City of Fredericton have established an Ad hoc committee that is committed to pressing forward on this matter. This includes exploring the possibility of establishing a pilot project for SMFN as well as reporting to the CCG or Band Council quarterly with an update on our progress.

2.7.14. Indigenous Officers Working in the Community

- 2.7.14.1. The FPF will actively work with regional police academies to ensure First Nation candidates are aware of the FPF hiring process.
- 2.7.14.2. As an extension of 2.5.3. the FPF will encourage auxiliary officers to enroll and complete the appropriate training at a recognized police academy.

2.7.15. Critical Incidents on SMFN

- 2.7.15.1. The Participants will work together to establish an appropriate communication process, that would keep the Chief and Band Council informed when there is a critical incident taking place on SMFN.

2.7.16. Public Relations

- 2.7.16.1. The Participants will continue to review options that will provide greater visibility and presence within the SMFN Community.
- 2.7.16.2. The Participants will continue to identify opportunities that would make the FPF more accessible to the SMFN Community.

APPENDIX "1"



Legend

-  Police Zone Boundary
(overlapping service)
-  City Streets
(Private Property both sides)
-  City Streets
(Private Property one side)
-  SMFN Streets
(SMFN Property both sides)
-  SMFN Streets
(SMFN Property one side)