

# Police Services Agreement

This Agreement is dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Between:

**The Saskatoon Board of Police Commissioners**  
(hereinafter referred to as the “**Board**”)

- and -

**Muskeg Lake Cree Nation**  
(hereinafter referred to as “**MLCN**”)

## Introduction

1. Under the Saskatchewan Treaty Land Entitlement Framework Agreement dated September 22, 1992, where a First Nation wishes to have land placed into reserve status the First Nation is responsible to address third-party interests or concerns, and in the case the land is located within the boundaries of an urban municipality, the First Nation must make all reasonable efforts to address any reasonable concerns raised by the urban municipality.
2. MLCN, indirectly, through its wholly-owned and controlled corporation, Muskeg Lake Land Co. Ltd., has acquired the land located at 125 Aspen Place, Saskatoon, Saskatchewan, and legally described as:  
  
Surface Parcel #204068279  
Reference Land Description: Blk/Par A Plan No 102424171 Extension 0  
(the “**Land**”)
3. The Land is situated within the boundaries of the City of Saskatoon (the “**City**”), in the Sutherland Industrial area. MLCN intends to have the Land set apart as a reserve for the use and benefit of MLCN pursuant to the Saskatchewan Treaty Land Entitlement Framework Agreement to develop the Land for economic development purposes.
4. The City and MLCN have for that purpose entered into a Municipal Services and Compatibility Agreement (the “**Services Agreement**”) dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2024. Under the Services Agreement, the City agrees to sell and MLCN agrees to buy all normal City services, which services include all normal policing services provided by the Board.
5. The purpose and intent of this Agreement is to address the issues which are specific to providing police services to the Land, and to ensure a harmonious working relationship between the parties.

### **Authorizations**

6. (1) The MLCN Council has approved this Agreement. It did so by a Band Council Resolution passed at a meeting of the Council held on \_\_\_\_\_, 2024. A copy of the resolution is attached to this Agreement as Schedule "A".
- (2) The Board has approved this Agreement. It did so by passing a resolution at its meeting held on \_\_\_\_\_, 2024. A copy of Board's resolution is attached to this Agreement as Schedule "B".

### **Provision of Policing Services**

7. (1) The parties agree that, as part of the provision of City services to the Land, the Board shall provide all normal policing services to the Land and the occupants of the Land, being the same policing services it provides to other lands and occupants within the City, provided however, and it is understood and agreed, that by entering into this Agreement, MLCN is not acknowledging that the Board has the right to provide policing services to the Land without MLCN's consent, and the Board is not acknowledging that it does not have the right to provide policing services to the Land without MLCN's consent.
- (2) Nothing in this Agreement affects the applicability or inapplicability of provincial laws of general application, including municipal bylaws, to the Land.

### **Consultation and Cooperation**

8. (1) The Board and MLCN, or their representatives, agree to meet together at least once in each calendar year to address any policing issues or concerns regarding the Land. Such meetings shall include the Saskatoon Chief of Police.
- (2) The Board agrees, through the Saskatoon Chief of Police, to provide information to the members of the Saskatoon Police Service regarding the status of the Land as reserve land, and to advise them of any operational protocols regarding the Land and the provision of police services to the Land which may be agreed to between the Saskatoon Chief of Police and MLCN from time to time.

### **Acknowledgement of Limitations on Authority**

9. The parties acknowledge that the Board has only such authority regarding the provision of police services as is given to it by *The Police Act, 1990*, SS 1990-91, c P-15.01.

### **Liability**

10. The Board shall have no greater liability to MLCN regarding the provision of police services to the Land, than it has to all other lands and occupants within the City. All defences available to the Board under *The Police Act, 1990* shall be available to the Board as if incorporated in this Agreement. MLCN and the occupants of the Land shall have the same rights, remedies and recourse against the Board as would be available to them if the Land was non-reserve land.

### **Notice**

11. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the other party when delivered personally, by registered mail, postage prepaid, facsimile, email or other means of electronic communication capable of producing a printed copy as follows:

If to MLCN:

Muskeg Lake Cree Nation  
PO Box 248  
Marcelin, Saskatchewan  
S0J 1R0  
Attention: Chief and Council

c/o MLT Aikins LLP  
Suite 1201 – 409 3<sup>rd</sup> Avenue South  
Saskatoon, Saskatchewan  
S7K 5R5  
Email: rjeerakathil@mltaikins.com  
Attention: Rangji G. Jeerakathil

If to the Board:

The Saskatoon Board of Police Commissioners  
c/o The City Clerk's Office  
222 Third Avenue North  
Saskatoon, Saskatchewan  
S7K 0J5

Email: board@saskatoonpolicecommission.com  
Attention: Secretary

A party may, at any time, change its address for the above purpose by giving a notice to the other party stating the change and setting forth a new address in accordance with this Section. Any subsequent notices required or permitted to be given under this Agreement shall be given to the party at its changed address.

### **Term of Agreement**

12. (1) MLCN and the Board agree that the term of this Agreement shall be for the same duration as the Land remains reserve land as defined by the *Indian Act*, R.S.C. 1985, c. I-5, or any successor legislation replacing the *Indian Act*.
- (2) This Agreement shall commence upon the Land being set apart as reserve land for the use and benefit of MLCN.

### **Amendments**

13. If, at any time during the continuance of this Agreement, the parties shall deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental and form part of this Agreement.

### **Reasonable Assurances**

14. The parties shall at all times and upon every reasonable request provide all further assurances and do such further things as are necessary for the purpose of giving full effect to the covenants and provisions contained in this Agreement.

***[Remainder of page intentionally left blank. Execution page to follow.]***

Signed by Muskeg Lake Cree Nation this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MUSKEG LAKE CREE NATION**

Per: \_\_\_\_\_  
Name: Kelly Wolfe  
Title: Chief

Signed by The Saskatoon Board of Police Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE SASKATOON BOARD OF POLICE COMMISSIONERS**

Per: \_\_\_\_\_  
Name: Shirley Greyeyes  
Title: Chair

Per: \_\_\_\_\_  
Name:  
Title: Secretary

**Schedule A**  
Muskeg Lake Cree Nation BCR

*See attached.*

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**Schedule B**

The Saskatoon Board of Police Commissioners Resolution

*See attached.*

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