

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 -

Peter Ballantyne Cree Nation
(hereinafter referred to as “**Peter Ballantyne**”)

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. Peter Ballantyne, indirectly, through its wholly-owned and controlled corporation, Kistapiskaw Property Management Ltd., has acquired the land located at 1623 and 1625 Quebec Avenue, Saskatoon, Saskatchewan, and legally described as:

Surface Parcel No. 136265474
Lot 1 Blk/Par D, Plan No 67S01433 Extension 0
As described on Certificate of Title 92S10272 (the “**Land**”).
3. The Land is situated within the boundaries of the City of Saskatoon (the “**City**”), in the Kelsey Woodlawn area. Peter Ballantyne intends to have the Land set apart as a reserve for the use and benefit of Peter Ballantyne pursuant to the Saskatchewan Treaty Land Entitlement Framework Agreement to develop the Land for economic development purposes.
4. The City and Peter Ballantyne 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 Peter Ballantyne 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 Peter Ballantyne Cree Nation 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, Peter Ballantyne is not acknowledging that the Board has the right to provide policing services to the Land without Peter Ballantyne's consent, and the Board is not acknowledging that it does not have the right to provide policing services to the Land without Peter Ballantyne'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 Peter Ballantyne, 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 Peter Ballantyne 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 Peter Ballantyne 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. Peter Ballantyne 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 Peter Ballantyne:

Peter Ballantyne Cree Nation
PO Box 2320
Cottage #13 - 10th Avenue W.
Prince Albert, Saskatchewan
S6V 6Z1
Fax: (306) 953-4420
Attention: Chief and Council

c/o MLT Aikins LLP
Suite 1201 – 409 3rd Avenue South
Saskatoon, Saskatchewan
S7K 5R5
Email: rjeerakathil@mltaikins.com
Attention: Rangil 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) Peter Ballantyne 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 Peter Ballantyne.

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 Peter Ballantyne Cree Nation this _____ day of _____, 2024.

PETER BALLANTYNE CREE NATION

Per: _____
Name: Chief
Title: Peter Beatty

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
Peter Ballantyne Cree Nation BCR

See attached.

Draft

Schedule B

The Saskatoon Board of Police Commissioners Resolution

See attached.

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