

**FIRST NATIONS AND MÉTIS COMMUNITY CORRECTIONS  
PROTOCOL  
("PROTOCOL")**

**Between:**

**Manitoba Keewatinook Ininew Okimowin  
*(as represented by the Grand Chief)*** ("MKO")

- and -

**The Manitoba Métis Federation Inc.  
*(as represented by the President)*** ("MMF")

- and -

**The Southern Chiefs' Organization Inc.  
*(as represented by the Grand Chief)*** ("SCO")

- and -

**The Government of Manitoba  
*(as represented by the Minister of Justice)*** ("Manitoba")

**Purpose**

- 1.1** The purpose of the Protocol is to provide the framework and structure for a planning and implementation process leading to the establishment of First Nation and Métis community corrections agencies, as agreed to with Manitoba in separate Memorandums of Understanding (MOU) with the MKO, the MMF, and the SCO.
- 1.2** The parties acknowledge that subject to paragraph 3.2, a "common process" among MKO, MMF, and SCO is a preferred strategy to ensure collaboration, cooperation and coordination to achieve efficient and effective restructuring of the current community correctional services.

**Joint Implementation and Management Committee (JIMC)**

- 2.1 The parties will upon signing the Protocol establish a JIMC, which will:**
- **Establish terms of reference, timelines and monitoring of the implementation process;**
  - **Ensure that there is consultation with key stakeholders during the development of the Implementation Plan;**
  - **Identify and delineate common issues and prioritize issues and tasks;**
  - **Oversee the development of a planning process;**
  - **Oversee the development of an Implementation Plan;**
  - **Establish working groups as may be required; and**
  - **Implement the approved Implementation Plan as directed by the parties.**
- 2.2 The JIMC will be comprised of the representatives according to Schedule "A".**
- 2.3 All decisions by the JIMC will be made by consensus of the parties.**
- 2.4 Manitoba Justice will chair the JIMC.**
- 2.5 The JIMC will hold its first meeting within thirty (30) days of the signing of this Protocol and will meet on a regular basis as agreed by the representatives.**
- 2.6 The JIMC will keep minutes of its meetings and provide the parties with copies of the minutes within seven (7) working days following each meeting.**
- 2.7 The JIMC will have access to such relevant documentation as may be in the possession and control of the parties to enable it to fulfill the purpose of this Protocol.**

- 2.8 The JIMC will provide written quarterly interim reports to the parties as to the status of the Implementation Plan.
- 2.9 The Implementation Plan shall be completed and submitted to the parties by no later than March 31, 2006 or as may be otherwise agreed to by the parties.
- 2.10 The JIMC will oversee any working groups that are established and will monitor its/their activities.

### **Implementation Plan**

- 3.1 The JIMC will develop an Implementation Plan to achieve the objectives as set forth in the MOU's signed by Manitoba, with MKO, MMF, and SCO, which Plan will include at a minimum the following components:
- a. A detailed and comprehensive proposal to transfer the responsibility for community correctional services to MKO, SCO, and MMF for First Nation and Métis people;
  - b. An analysis of the funding requirements to support the new MKO, SCO, and MMF community corrections agencies;
  - c. A comprehensive human resources strategy including (i) a labour force adjustment strategy for Manitoba staff affected by the restructuring, including a transition plan for any transfer of provincial employees and a plan for the protection of the rights of any employee so transferred; and (ii) an education component, as well as a training strategy in order to meet the increased demands upon staff working within the new community corrections agencies contemplated in subparagraph 3.1(a);
  - d. A strategy to involve participation by the Government of Canada, related provincial government departments and Crown Corporations;
  - e. Analysis of and proposed amendments to *The Correctional Services Act* to accommodate the

restructuring of community correctional services as contemplated in subparagraph 3.1(a);

- f. An analysis and strategy relating to information systems necessary for the administration of community corrections in Manitoba and the operation of First Nation and Métis community corrections agencies.
  - g. Such other matters as are incidental to the implementation of the new MKO, SCO, and MMF community corrections agencies as contemplated in subparagraph 3.1(a).
- 3.2 The transition of responsibility for community correctional services as contemplated in paragraph 1.1 of the MOU will not occur until such time as Manitoba is satisfied that MKO, SCO and MMF respectively are in a position to deliver a reasonable standard of community correctional services within the Province of Manitoba and in conformity with appropriate legislation.

#### Protocol process

- 4.1 Manitoba shall, subject to the appropriation of funds by the legislature of Manitoba, advance money to the other parties in accordance with a contribution agreement to be signed between Manitoba and each party.
- 4.2 *Subject to The Freedom of Information and Protection of Privacy Act,*
  - a. There will be transparency in funding for all parties under this process.
  - b. Manitoba will provide to each party a full and detailed account of funding and expenditures for the fiscal year 1999 - 2000 to date, including the current fiscal year budget, and any future funding and budgets during the term of this Protocol, in respect of the delivery of community correctional services.
  - c. Manitoba will disclose to each party the amount of funding each party has received or will receive with

regard to the transfer of community corrections services.

**Term**

- 5.1 The Protocol will be effective from the date of signature by the parties and will remain in effect until March 31, 2007.
- 5.2 The Protocol may be extended by agreement in writing of all parties.

**Miscellaneous**

- 6.1 The parties may revise the Protocol at any time during the term or any extension.
- 6.2 Any party may terminate the Protocol upon three (3) months written notice to the other parties.
- 6.3 Nothing in the Protocol is intended to preclude bilateral discussions or the reaching of an agreement on any matter of mutual interest between two or more of the parties.
- 6.4 Any notice or other communication to any of the parties to this Protocol will be in writing and will be delivered personally to each of the parties, or an officer thereof, or sent by registered mail, prepaid postage, or by facsimile transmission to:

MKO at: 200-701 Thompson Drive, Thompson MB R8N 2A0  
Fax: (204) 778-7655  
Attn: Office of the Grand Chief

MMF at: 300-150 Henry Avenue, Winnipeg MB R3B 0J7  
Fax: (204) 947-1816  
Attn: Office of the President

SCO at: 200-286 Smith Street, Winnipeg MB R3C 1K4  
Fax: (204) 946-1871  
Attn: Office of the Grand Chief

Manitoba at: Room 104 Legislative Bldg., Winnipeg MB R3C 0V8  
Fax: (204) 945-2517  
Attn: Minister of Justice

IN WITNESS WHEREOF the parties have executed this First Nation and Métis Protocol on the dates noted below:

*On behalf of the  
Southern Chiefs'  
Organization Inc.*

*On behalf of the  
Manitoba Keewatinook  
Ininew Okimowin*

\_\_\_\_\_  
*Grand Chief*

\_\_\_\_\_  
*Grand Chief*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

*On behalf of the  
Manitoba Métis  
Federation Inc.*

*On behalf of the  
Minister of Justice and  
Attorney General*

\_\_\_\_\_  
*President*

\_\_\_\_\_

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**SCHEDULE "A"**

**JOINT IMPLEMENTATION AND MANAGEMENT COMMITTEE**

**In this Protocol, the JIMC consists of:**

- (a) Representatives - Manitoba Keewatinook Ininew Okimowin**
- (b) Representatives - the Manitoba Métis Federation**
- (c) Representatives - Southern Chiefs' Organization**
- (d) Representatives - Government of Manitoba**