

MEMORANDUM OF UNDERSTANDING (“MOU”)

BETWEEN:

Southern Chiefs’ Organization Inc. (“SCO”)

- and -

Her Majesty the Queen in right of the Province of Manitoba
(as represented by the Minister of Justice) (“**Manitoba**”)

A. The Parties Acknowledge that:

- I. The *Aboriginal Justice Inquiry of Manitoba* and the *Aboriginal Justice Implementation Commission* recommended that the justice system be reformed so as to make it more relevant to Aboriginal people in Manitoba;
- II. The SCO wishes to pursue further discussions with Manitoba towards the implementation of justice programs consistent with the recognition of self-determination and maintaining safe and healthy communities;
- III. The current model of community corrections, which includes probation services, does not adequately meet the needs of the First Nation people of southern First Nation communities;
- IV. The development of community based solutions with respect to the delivery of community correctional services is consistent with the recognition of self-determination and maintaining safe and healthy communities;
- V. The development and delivery of community correctional services to First Nations people of southern First Nation communities must occur in a manner that respects and accommodates their unique cultural, geographic, linguistic and historical diversity;
- VI. First Nations have a right to control the development and delivery of community correctional services for their respective First Nation members;
- VII. A process shall be established to implement changes in the development and delivery of community correctional services in southern First Nation communities through the creation of an SCO community corrections agency;
- VIII. The community correctional services currently provided by Manitoba and to be provided by an SCO Community corrections agency are and will be subject to the *Criminal Code of Canada*, the *Young Offenders Act*, the *Youth Criminal Justice Act* and *The Summary Convictions Act*;

- IX. An SCO community corrections agency shall continue to make provisions for victim and public safety;
- X. The Constitution Acts, 1867 and 1982 provides that the Legislature of the Province of Manitoba may exclusively make laws in relation to matters coming within the classes of subject enumerated in Section 92 including the administration of justice in the Province, which includes community correctional services presently being administered by Manitoba, subject to any Aboriginal, Treaty, legal, Inherent or Indigenous rights.

B. The Parties are Committed:

- I. To pursue necessary resources to ensure that the delivery of community correctional services are reformed to meet the needs of First Nation people in southern Manitoba.
- II. To ensure that responsibility for community correctional services will be assumed and, as soon as reasonably possible, delivered by the SCO on a cost neutral basis to Manitoba that being within existing provincial resources and subject to annual appropriation by Manitoba.
- III. To pursue and secure Federal participation and financial support for this initiative particularly in respect of any additions or enhancements of Aboriginal content affecting cost neutrality with regard to current programs or community corrections services being offered by Manitoba.
- IV. To pursue and secure the participation and financial contribution from other provincial government departments and crown corporations.
- V. To avoid duplication, or overlap in providing community correctional services, recognizing that Manitoba will continue to maintain responsibility for the delivery of community correctional services to the general population of Manitoba other than First Nations and Métis people.

OBJECTIVE

- 1.1 The parties agree that SCO shall establish a community corrections agency which will be responsible for the development and delivery of the full range of community correctional services in Manitoba as provided by the *Criminal Code of Canada*, the *Young Offenders Act*, the *Youth Criminal Justice Act* and *The Summary Convictions Act* and any amended or successor legislation, consistent with the definition of community correctional services attached hereto as "Schedule A".

PROCESS

- 2.1 The parties shall enter into a separate arrangement, to be called the *First Nations and Métis Community Corrections Protocol* (the Protocol) that will provide the framework for a planning and joint implementation process (Implementation Plan). Upon completion of the Implementation Plan, the parties will negotiate another Protocol Agreement to execute the Implementation Plan for the establishment of an SCO community corrections agency.
- 2.2 The parties agree that the Protocol will provide for the creation of new institutional and service arrangements as may be appropriate and feasible for the development and delivery of an SCO community corrections agency.
- 2.3 The parties agree that the implementation and development of a SCO Community corrections agency shall require further discussion and agreement on issues related to jurisdiction, funding, a transition plan for any transfer of provincial employees and a plan for the protection of the rights of any employees so transferred and such other matters either of the parties deem appropriate or necessary.

FINANCIAL

- 3.1 The SCO shall make every effort to provide for the delivery of community correctional services on a cost neutral basis to Manitoba, as soon as reasonably possible after assuming responsibility for the services. Until the SCO is able to provide the community correctional services on a cost neutral basis, Manitoba shall, subject to funding approvals by the Legislature for the year in which the funding is required, provide incremental funding to SCO to cover reasonable transitional and unique costs to the SCO in relation to its delivery of the services.
- 3.2 It is understood that any and all monies to be paid by Manitoba to SCO in the delivery of Community Correctional Services will be subject to the parties negotiating and agreeing upon a Service Delivery Agreement, recognizing the principles set forth in this MOU and the Protocol and such other matters as the parties deem appropriate.
- 3.3 Any and all monies payable pursuant to this MOU by Manitoba to SCO are exclusively in respect of the development of the Implementation Plan pursuant to the terms of reference set forth in the Protocol.
- 3.4 The undertaking of Manitoba to make any payment under this MOU is also subject to and conditional upon the Legislature of the Province of Manitoba duly appropriating the funds payable by Manitoba the Fiscal Year in which they are required.

NON-DEROGATION

- 4.1 This MOU and the Protocol shall not diminish, derogate, abrogate or infringe any existing aboriginal, treaty, legal, inherent or indigenous rights of the First Nations.
- 4.2 This MOU or the Protocol will not, in any way, define, give an expression, or may be interpreted to represent any scope or content of any existing aboriginal, treaty, legal, inherent or indigenous rights of the First Nations.
- 4.3 This MOU or the Protocol shall not impede any existing initiatives or processes in the development of the Manitoba Framework Agreement Initiative or any other self-government initiative.

TERM

- 5.1 This MOU shall be effective from the date of signature and will remain in effect until March 31st, 2007 (the "term") and may be extended by agreement in writing.

MISCELLANEOUS

- 6.1 The parties may revise this MOU in writing during the term or any extensions.
- 6.2 Any party may terminate this MOU upon three months written notice to the other party.
- 6.3 Nothing in this MOU is intended to preclude bilateral discussions or reaching an agreement on any matter of mutual interest between SCO and Manitoba or Canada.
- 6.4 The parties acknowledge that this MOU is not a legally binding instrument but rather a statement of common resolve to establish a joint implementation and planning process in a manner that is consistent with the objective as set forth in paragraph 1.1.
- 6.5 Any notice or other communication to any of the parties to this MOU shall be in writing, and shall be delivered personally to each of the parties, or an office thereof, or sent by registered mail, postage prepaid or by facsimile transmission, to:

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

Manitoba at: Room 104 Legislative Building, Winnipeg, MB, R3C
0V8 - Fax: (204) 948-2166
Attention: Minister of Justice

This Memorandum of Understanding has been executed by Manitoba by the Minister of Justice and by the SCO by the Grand Chief on the dates indicated below.

**SOUTHERN CHIEFS' ORGANIZATION
INC.**

**On behalf of HER MAJESTY THE QUEEN,
IN RIGHT OF THE PROVINCE OF
MANITOBA**

Grand Chief

Minister of Justice and Attorney General

Date: _____

Date: _____

Witness

Witness

APPENDIX A

COMMUNITY CORRECTIONAL SERVICES

1.0 DEFINITION

“Community Correctional Services” include:

- Probation supervision of adult and young offenders;
- Conditional sentences for adult offenders;
- Conditional supervision of young offenders;
- Community Supervision Orders for young offenders;
- Bail supervision for adults;
- Youth Bail Management Program for young offenders;
- Preparation of court reports authorized under the *Criminal Code of Canada* and the *Youth Criminal Justice Act*;
- Fine Option Program;
- Community Service Order Program;
- Extrajudicial Sanctions;
- Attendance Orders;
- Open custody homes;
- Intensive Support and Supervision Program for young offenders;
- Domestic Violence Intervention Programs;
- Métis and First Nations Cultural Awareness Programs for offenders;
- Addictions Intervention (Drug, Alcohol, Gambling)
- Anger Management Programs
- Sex Offender Intervention Programs;
- Youth Justice Committees;
- Volunteers and Honorary Probation Officers;
- Administrative Support;
- Records Management;
- Policy and standards development; and
- Training for Corrections Staff in Métis and First Nations Cultural Practices;

Other programs as may be agreed upon by the parties. The parties agree that intervention programs for offenders may vary over time.