

FOUNDING FIRST NATIONS COORDINATION AGREEMENT

AMONG:

Loon River First Nation, as represented by the Chief of Loon River First Nation
("LRFN")

– and –

Lubicon Lake Band, as represented by the Chief of Lubicon Lake Band
("LLB")

– and –

Peerless Trout First Nation, as represented by the Chief of Peerless Trout First Nation
("PTFN")

– and –

His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services
("Canada")

– and –

His Majesty the King in right of Alberta, as represented by the Minister of Children's Services
("Alberta")

Offering by Chiefs Ivan Sawan (LRFN), Billy Joe Laboucan (LLB) and Gilbert Okemow (PTFN)

Through this Agreement, together with our partners at the Government of Canada and the Government of Alberta, our Nations have taken a historic step forward on our path to reconciliation, self-reliance, and a better and brighter future for our children and families.

This Agreement honours our ancestors who had traditional systems of culture, law, and knowledge that ensured the well-being and effective protection of children and families. Passing *Awasiwewin* into law represented a historic step forward for our Nations to recapture and carry forward that legacy. With the signing of this Agreement, we commit our respective governments to the roles and responsibilities that will solidify a new relationship, enable the exercise of our jurisdiction, and bring life to *Awasiwewin* for our people.

For our children, youth, and families – including those yet unborn – this Agreement sets in place a foundation that will ensure that they are surrounded by love, care, the support services that they need, while empowering enduring connections to their families, history, communities, and culture.

PREAMBLE

- A. This Agreement honours and strives to achieve the goal of substantive equality for Children and to ensure there is no gap in services, consistent with Jordan's Principle.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

DEFINITIONS AND INTERPRETATION

1. *Definitions* – In this Agreement, the following words and phrases, where capitalized, have the following meanings:
- a. "Act" means *Awas'ak Wiyasiwewin* and any Resolutions passed pursuant to section 4.3 of the Act;
 - b. "After Hours Services" means services provided outside of regular business hours, including evenings, overnight hours, weekends and holidays;
 - c. "Agency" means KTCCFS or other organizations duly authorized by the Onikanew to deliver the Child and Family Services Program;
 - d. "Aggregate Information" means:
 - i. high level compiled or collected data, and
 - ii. any research or best practices derived from sub-clause 1(d)(i);in a form that contains no Personal Information and cannot be used or manipulated in any manner to identify any individual;
 - e. "Agreement" means this Founding First Nations Coordination Agreement and Schedule 1, but does not include any Appendices;
 - f. "Appendices" means any documents attached for information purposes only;
 - g. "Band Council Resolution" or "BCR" means a duly passed Council resolution;
 - h. "Canada Act" means *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24;
 - i. "Charter of Rights and Freedoms" means Part 1 of the *Constitution Act, 1982*;
 - j. "Chiefs" means the duly elected Chiefs of the Founding First Nations;
 - k. "Child" means a person under the age of 24 years:
 - i. who is a Member, or is entitled to become a Member, or
 - ii. to whom the Act applies pursuant to a Coordination Agreement;

- l. “Child and Family Services” means social services to support Children and Families, including Prenatal Services, prevention services, early intervention services and Child Protection Services, and includes Preventive Services;
- m. “Child and Family Services Program” means the program set out in section 8 of the Act;
- n. “Child Protection Services” means any service provided to a Child who is in the Custody of the Onikanew;
- o. “Council” means the duly elected council of a Founding First Nation;
- p. “Custody” includes guardianship;
- q. “Customary Care” means Preventive Services provided pursuant to section 8.6 of the Act;
- r. “CYFEA” means the *Child, Youth and Family Enhancement Act*, RSA 2000 c. C-12;
- s. “Day” means a calendar day ending at midnight, Alberta time;
- t. “Dispute Resolution Tribunal” or “Tribunal” means the Dispute Resolution Tribunal established by the Act;
- u. “Effective Date” means the last date of signature by the five Parties;
- v. “Emergency Services” means services required to ensure the immediate safety, security and well-being of a Minor Child, and such services are available 24 hours a day and 7 days a week;
- w. “Family” means the following:
 - i. certain relatives of the Child, namely the mother, father, siblings, grandparents, cousins, aunts and uncles, whether by blood, cultural adoption, or marriage, and
 - ii. any person who, prior to the involvement of the Onikanew, assumed substantial responsibility for raising the Child;
- x. “Financial Contributions” means financial contributions to the FFNs as set out in the Fiscal Agreement;
- y. “Fiscal Agreement” means the Founding First Nations Child and Family Services Fiscal Agreement, and includes any successor agreement;
- z. “Fiscal Year” means the period that commences on April 1st of a calendar year and ends on March 31st of the following calendar year;

- aa. “Founding First Nations” or “FFNs” means Loon River First Nation #476, Lubicon Lake Band #453 and Peerless Trout First Nation #478, each acting in its own capacity;
- bb. “Indigenous” means Indigenous as defined in section 1 of the Canada Act;
- cc. “Information Sharing Agreement” means a written record of understanding that outlines the terms and conditions under which information, including Personal Information and other data, is shared amongst the parties;
- dd. “IGB” means “Indigenous governing body” as defined in section 1 of the Canada Act;
- ee. “Intervention Services” means any services, including protective services, provided to a child or family under CYFEA except for services provided under Part 2 or Part 3 of CYFEA;
- ff. “KTCCFS” means KTC Child & Family Services, a duly incorporated not for profit company under Part 9 of the *Companies Act*, RSA 2000, c. 21;
- gg. “Management Advisory Committee” or “Committee” means the management advisory committee established under this Agreement;
- hh. “Member” means any person whose name appears or is entitled to appear on the membership list of a Founding First Nation;
- ii. “Minor Child” means a person under the age of 18 years;
- jj. “Onikanew” means the Office of the Onikanew of Child and Family Services established in section 5 of the Act;
- kk. “Parent” means:
 - i. the mother of a Child, whether biological or by custom,
 - ii. the father of a Child, whether biological or by custom,
 - iii. a person who, by court order or agreement with the Parent, has Custody of the Child, but does not include the Onikanew;
- ll. “Parties” means all five parties to this Agreement;
- mm. “Personal Information” means information which is, in respect of:
 - i. Canada, personal information as defined in the *Privacy Act*, RSC 1985, c. P-21,
 - ii. Alberta, personal information as defined in the *Freedom of Information and Protection of Privacy Act*, RSA 2000 c. F-25 (“FOIP”), and
 - iii. the Onikanew, personal information as may be defined by Resolution;

- nn. “Prenatal Services” means services provided to an expectant mother;
 - oo. “Preventive Services” means services offered to Children at risk of intervention and their Families in order to keep Children and Families together, and includes Customary Care, counselling, guidance, supportive, educational, recreational, wellbeing and emergency shelter services, including related financial or material assistance, in order to aid in the resolution of family matters which if unresolved may create an environment requiring intervention;
 - pp. “Record” means anything containing information, regardless of its physical form or characteristics, but does not include software or any mechanism that produces Records;
 - qq. “Resolution” means a resolution of the Founding First Nations passed pursuant to the Act;
 - rr. “Schedule” means any schedule to this Agreement listed in clause 121; and
 - ss. “Treaty” means Treaty 8 signed June 21, 1899.
2. *References to Statutes include Regulations* – Any reference in this Agreement to a federal, provincial or Founding First Nations law or statute will be deemed to include any regulations or Resolutions made under it, as same may be amended or replaced from time to time.
 3. *References to Agency instead of Onikanew* – On reasonable notice from the Founding First Nations, which may be varied or revoked from time to time, one or more references to the Onikanew in this Agreement will mean references to one or more Agencies instead.
 4. *Headings and Recitals* – The insertion of headings, recitals, offerings and a preamble in no way modifies, explains, or expands the scope or meaning of any part of this Agreement and will not be used in the interpretation of any of the terms of this Agreement.
 5. *Paramountcy* –
 - a. If there is any conflict or inconsistency between any provision of this Agreement and an applicable provision in the Act, the Canada Act, or CYFEA, as they currently read, then the provision in the Act, the Canada Act, or CYFEA prevails to the extent of the conflict or inconsistency, and this Agreement will be read down accordingly.
 - b. If there is a conflict or inconsistency between any provision of a Schedule and the body of this Agreement, then the body of this Agreement will prevail.
 - c. In the event of a conflict or inconsistency between any provision in this Agreement and a provision in the Fiscal Agreement, the provision in this Agreement will prevail.
 6. *Ambiguity* – There is no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of or against any Party.

7. *Void Provisions of Agreement* – If a court of competent jurisdiction determines that any provision of this Agreement is void, it will be deemed to be severed from the rest of this Agreement, and the Management Advisory Committee will meet as soon as possible to review the effect, if any, on this Agreement, and make such recommendations to the Parties as they consider advisable.
8. *Void Provisions of Legislation* – If a court of competent jurisdiction determines that any or all sections of the Act or the Canada Act are void, then the Management Advisory Committee will meet as soon as possible to review the effect, if any, on this Agreement, and make such recommendations to the Parties as it considers advisable.
9. *Singular/plural and other references* – In this Agreement any words in the singular include the plural and words in the plural include the singular where the context so requires.
10. *Interpretation of Includes* – In this Agreement, “includes” means “includes, without limitation” and “including” means “including, without limitation”.
11. *Not a Treaty* – This Agreement is not a treaty and will not be interpreted in a manner which adds to or takes away from any existing aboriginal or treaty rights of the Founding First Nations recognized and affirmed by section 35 of the *Constitution Act, 1982*. Notwithstanding the determination of any rights recognized and affirmed by section 35 of the *Constitution Act, 1982*, this Agreement will continue in accordance with its terms.
12. *Entire Agreement* – This Agreement constitutes the entire agreement amongst the Parties with respect to the subject matter of this Agreement and supersedes and revokes any and all previous discussions, negotiations, arrangements, letters of intent and representations. There are no other covenants, agreements, representations or warranties amongst the Parties whatsoever respecting the subject matter of this Agreement other than those expressly set out in this Agreement.

NATURE AND PURPOSE OF AGREEMENT

13. *Nature of Agreement* – This Agreement is a coordination agreement within the meaning of section 20 of the Canada Act.
14. *Purpose of Agreement* – The purpose of this Agreement is to establish the relationships and mechanisms among the Parties to support, administratively and financially, the effective exercise of legislative authority created by the Act.
15. *Ongoing Relationship* – This Agreement provides a foundation for an ongoing relationship amongst the Parties. The Parties commit to the following that support the evolution of this Agreement:
 - a. the ongoing evolution of the fiscal relationship and fiscal arrangements;
 - b. respecting existing amendment provisions pursuant to clause 115; and
 - c. engaging in other processes as agreed to by the Parties.

16. *Application of Agreement to Members* – This Agreement will apply to Members residing in Alberta.
17. *Application of Agreement to non-Members* – The relevant provisions of this Agreement will apply to non-Members under Alberta’s jurisdiction in respect to Emergency Services and may apply to non-Members in the discretion of the Onikanew as to Preventive Services.

TERM

18. *Effective Date* – This Agreement commences on the Effective Date and will continue unless terminated pursuant to the provisions of this Agreement or until the Act has been repealed without any successor legislation.
19. *Termination on Notice:*
 - a. On or within 30 days after the 4th anniversary of the Effective Date of this Agreement, and every 5 years thereafter, Alberta may give notice in writing to the other Parties that states it wishes to withdraw from this Agreement, effective the following anniversary of the Effective Date of this Agreement.
 - b. If Alberta does not give notice in accordance with sub-clause 19(a) then it will be deemed to continue to be a Party to this Agreement until the next opportunity to give notice under sub-clause 19(a) arises.
 - c. If Alberta gives notice in accordance with sub-clause 19(a), then unless:
 - i. Alberta retracts its notice to withdraw; or
 - ii. this Agreement is amended in writing and executed by Canada, LRFN, LLB and PTFN to allow it to continue on without Alberta;this Agreement will terminate on the date Alberta’s withdrawal takes effect as set out in sub clause 19(a).

REPRESENTATIONS AND WARRANTIES

20. *Representations and warranties by Founding First Nations* – The Founding First Nations represent and warrant to Canada and Alberta that:
 - a. the Council of each Founding First Nation is its respective IGB;
 - b. the Act has been validly approved by the Members of each Founding First Nation;
 - c. the Chief of each Founding First Nation has the authority to enter into this Agreement on behalf of their IGB as evidenced by an affirming Band Council Resolution from their Founding First Nation;

- d. each Founding First Nation may make laws in relation to Child and Family Services including:
 - i. Preventive Services,
 - ii. Children in need of intervention as set out in sections 8.1 to 8.3 inclusive of the Act,
 - iii. the removal of Children from the Parental home or the home of another person or from the custody or care of a Parent, guardian or other person, related dispute resolution procedures, and the appropriate placement of Children determined to be in need of such intervention,
 - iv. the duty to report situations where a Child may be in need of intervention, and
 - v. the appointment of one or more individuals to protect and promote the rights of the Children, to ensure their proper care and treatment and to respond to those in need of such intervention; and
 - e. subject to the performance of the Fiscal Agreement, they can fulfil their obligations under this Agreement.
21. *Representations and Warranties by Alberta* – Alberta represents and warrants to the Founding First Nations and Canada that it can fulfil its obligations under this Agreement.
22. *Representations and Warranties by Canada* – Canada represents and warrants to the Founding First Nations and Alberta that it can fulfil its obligations under this Agreement.

PREVENTIVE SERVICES

23. At the discretion of the Onikanew, Preventive Services may be offered:
- a. to a Member's Family even if a Family member is a non-Member; and
 - b. to children and families of non-Members.

EMERGENCY SERVICES AND AFTER HOURS SERVICES

24. In the course of providing Emergency Services, if Alberta becomes aware the child is a Member Child, Alberta will as soon as practicable notify the Onikanew, and Alberta and the Onikanew will arrange to transfer responsibility for the Child to the Onikanew.
25. In the course of providing Emergency Services, if the Onikanew becomes aware the child is not a Member Child and Alberta has authority over the child, the Onikanew will as soon as practicable notify Alberta, and the Onikanew and Alberta will arrange to transfer responsibility for the child to Alberta.

26. Alberta will continue to provide Intervention Service referrals to the Onikanew, to Alberta's Children's Services Regions, and to delegated First Nation agencies for the delivery of After Hours Services until the Onikanew notifies Alberta in writing that it is ready to provide this service.
27. While Alberta is providing After Hours Services in accordance with clause 26, the Onikanew will implement an After Hours crisis line accessible to the public, including Children and their families and Alberta, for purposes that will include the provision of information relating to child and family services.
28. Subject to further written agreement between Alberta and the Onikanew, financial compensation is not required with respect to the provision of Emergency Services and After Hours Services by the Onikanew or Alberta.
29. Nothing in this Agreement requires the Onikanew or Alberta to provide Emergency Services and After Hours Services or to assume responsibility for a child beyond their respective legislative authority and regular service delivery.

SUPPORT SERVICES

30. *Children with disabilities*– The Onikanew will take all reasonable measures to ensure that Children with disabilities are provided the means to participate in family and community activities to the same extent as other children.
31. *Voices of Children receiving Child and Family Services* – In respect of Children receiving or in need of Child and Family Services pursuant to the Act, the FFNs will enable the Onikanew to ensure that:
 - a. Children have avenues to express themselves and ask for assistance; and
 - b. to the extent that Children are able to understand and express views and preferences about decisions that directly affect them:
 - i. those views and preferences will be considered by the decision maker,
 - ii. an explanation of the decision and the right to request a review by the Dispute Resolution Tribunal will be given to them, and
 - iii. Children who wish to exercise their rights of review are given assistance and representation.

INFORMATION SHARING — GENERAL

32. *Limitation on information sharing* – The Parties acknowledge their respective ability to share information, or any obligation on their part in this Agreement, may be limited by applicable laws including the *Privacy Act*, RSC 1985, c. P-21, and the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c. F-25.

RECIPROCAL INFORMATION SHARING BETWEEN THE ONIKANEW AND ALBERTA

33. The FFNs will ensure the Onikanew will provide Alberta with Records respecting non-Member children to whom the Onikanew has provided Emergency Services or After Hours Services in accordance with any Information Sharing Agreements developed by the parties.
34. Alberta will provide the Onikanew with Records respecting Children to whom Alberta has provided Emergency Services or After Hours Services in accordance with any Information Sharing Agreements developed by the parties.
35. Upon receipt of the Records set out above, the FFNs will ensure the Onikanew has the systems in place to be accountable and responsible for the security and protection of the Records they receive. Likewise, Alberta will be accountable and responsible for the security and protection of any Records it receives.
36. The FFNs will enable the Onikanew to work with Alberta to develop Information Sharing Agreements, as required, to address the collection, use and disclosure of any information under this Agreement, including Personal Information and Records.
37. The FFNs will ensure the Onikanew undertakes to fully maintain, respect and protect the confidentiality of Personal Information received under this Agreement, and agrees not to release it unless such release is authorized or required by law.
38. Alberta undertakes to fully maintain, respect and protect the confidentiality of Personal Information received under this Agreement, and agrees not to release it unless such release is authorized or required by law.
39. The FFNs will ensure the Onikanew will treat any information, including any Personal Information and Records received by them in accordance with this Agreement, with any Information Sharing Agreements developed by the parties, and in compliance with applicable law.
40. Alberta will treat any information, including any Personal Information and Records received by Alberta in accordance with this Agreement, with any Information Sharing Agreements developed by the parties, and in accordance with applicable law.
41. The FFNs will ensure the Onikanew acquires and maintains an electronic data system to enable the accurate management of data in relation to the provision of Emergency Services and After Hours Services under this Agreement.
42. The FFNs will enable the Onikanew to work together with Alberta to develop Information Sharing Agreements as required for the effective functioning of any electronic data systems.
43. Nothing in this Agreement prevents the FFNs, the Onikanew, Alberta or Canada from sharing Aggregate Information with each other. The Parties may include the sharing of this type of information in any information and data sharing agreements developed by them as required.

AGGREGATE INFORMATION SHARING BETWEEN CANADA AND THE ONIKANEW

44. At the request of:
 - a. the Onikanew, the Department of Indigenous Services Canada may provide the Onikanew with access to Aggregate Information held or collected by the Department of Indigenous Services regarding the provision of child and family services to Indigenous children for use to improve the lives of Founding First Nations Children and Families;
 - b. the Department of Indigenous Services Canada, the Onikanew may provide the Department of Indigenous Services with access to Aggregate Information held or collected by the Onikanew regarding the provision of Child and Family Services for use to improve the lives of children and families in other communities.
45. The Onikanew and the Department of Indigenous Services Canada acknowledge that an Information Sharing Agreement is required prior to sharing any Personal Information.
46. The Onikanew may enter into an Information Sharing Agreement with any federal department, body or corporation set out in any of Schedules I to III to the *Financial Administration Act*, RSC 1985, c. F-11, for the provision of Personal Information or Aggregate Information relating to the provision of child and family services to Indigenous children.
47. The Onikanew, in its sole discretion, may participate in any pilot projects to which Canada invites the Onikanew related to national data collection, sharing and reporting that will help provide a better understanding of the situation and challenges faced by First Nations, Inuit and Métis children, youth and families across Canada. Such projects may include developing common data elements or data-sharing agreements in support of a multi-jurisdictional data and reporting strategy to improve the lives of children and families.

INTERPROVINCIAL/TERRITORIAL AND OTHER IGB MATTERS

48. Alberta will consult with the Onikanew before making a decision to move a Child in the Custody of Alberta out of Alberta.
49. Should Alberta be contacted by a provincial or territorial government or other third party child welfare authority to request assistance with planning for a Child or Family currently being served by that child welfare authority, Alberta will redirect them to the Onikanew.
50. Should Alberta be the first point of contact from another provincial or territorial government or other third party child welfare authority for a Child or Family served by the Onikanew, Alberta will redirect them to the Onikanew.
51. A request from another IGB to receive Child and Family Services from the Onikanew will be referred to the FFNs for review. If the FFNs approve the request from another IGB to:
 - a. have its Indigenous group, community or people exercise their legislative authority in relation to child and family services by approving and enacting the Act; and

- b. receive Child and Family Services from the Onikanew;

the FFNs will refer the request to the Management Advisory Committee for review and recommendations.

FISCAL ARRANGEMENTS

- 52. Canada and the FFNs will work together to develop fiscal arrangements in accordance with this Agreement and as contemplated by paragraph 20(2)(c) of the Canada Act.
- 53. Canada and the FFNs are committed to the principle that fiscal arrangements should remain reasonably stable and predictable over time, while providing sufficient flexibility to address changing circumstances.
- 54. For greater certainty, the FFNs acknowledge and agree that Canada has no obligation to fund the FFNs or Onikanew for the provision of Child and Family Services to non-Members.
- 55. Canada and the FFNs are committed to the principle that the FFNs have complete authority and discretion over the expenditure of the Financial Contributions made directly to them.
- 56. The FFNs are responsible for any expenditure related to the provision of Federally Supported Services in excess of the Financial Contributions.
- 57. Any Financial Contributions required for the purposes of meeting Canada's financial obligations in a Fiscal Year under a Fiscal Agreement is subject to the appropriation of funds by the Parliament of Canada for that Fiscal Year.
- 58. The provisions of sub-clauses 58(a) and 58(b) only apply to and between the FFNs and Canada:
 - a. The recognition and affirmation of the Founding First Nations' legislative authority in the Canada Act, the exercise of the Founding First Nations' legislative authority, or the manner in which the Founding First Nations exercise their legislative authority does not create or imply any financial obligation or service delivery obligation on the part of Canada, except to the extent that Canada and the Founding First Nations have agreed to such obligations under the Fiscal Agreement.
 - b. Nothing in this Agreement creates or implies any financial obligation or service delivery obligation on the part of Canada, except to the extent that Canada and the Founding First Nations have agreed to such obligations under the Fiscal Agreement.
- 59. Notwithstanding any provision of this Agreement, nothing in this Agreement obliges Alberta or shall be interpreted as obliging Alberta to provide funding to Canada or the FFNs for any program, service or other matter related to this Agreement, the Canada Act, the Act or any other federal or FFNs' laws.

ROLES AND RESPONSIBILITIES OF THE PARTIES

60. *Implementation* – The Parties will in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent, and meaning of this Agreement.
61. *Responsibilities of the Founding First Nations:*
- a. *Council* – The Council of each Founding First Nation has the responsibility to:
 - i. pass the necessary Band Council Resolutions to enact the Act and approve this Agreement, and the Fiscal Agreement and will provide copies of such Band Council Resolutions to Alberta and to Canada; and
 - ii. execute such other agreements and pass Founding First Nations Resolutions on an ongoing basis as may be necessary to facilitate the operations of the Onikanew and the Dispute Resolution Tribunal.
 - b. *Onikanew* – The FFNs will enable the Onikanew to be responsible for delivering the Child and Family Services Program in accordance with the Act.
 - c. *Dispute Resolution Tribunal* – The FFNs will enable the Dispute Resolution Tribunal to be responsible for providing dispute resolution services related to the operation of the Child and Family Services Program as set out in the Act.
62. *Responsibilities of Canada* – Canada will provide Financial Contributions pursuant to this Agreement and the Fiscal Agreement.
63. *Alberta's Responsibility for non-Members* – Subject to any other valid laws, Alberta is responsible for the provision of Intervention Services to children who are non-Members.
64. *Discussions* – Alberta may discuss with the Onikanew any matters that may arise with respect to the general provision of Intervention Services, including amending the 2018 Child, Youth and Family Enhancement Agreement among Alberta, Canada and KTC Child & Family Services as extended.
65. *Notice of Children aging out* – Alberta will provide to the Onikanew notice of Children receiving Intervention Services who will be ineligible within 24 months from the date of the notice for child and family services under provincial law due to age.

TRANSFER OF LEGAL AUTHORITY OVER A CHILD

66. *Definition of File* – File in clauses 66 to 77 inclusive and in Schedule 1 means an open Intervention Services' file respecting a Child and includes any of the following intervention authorities:
- a. family enhancement agreement (with youth or with guardian);
 - b. custody agreement;

- c. supervision order;
 - d. custody order;
 - e. temporary guardianship order; or
 - f. permanent guardianship order.
67. *Transfer of File to the Onikanew* – Alberta will transfer a File to the Onikanew when the Onikanew requests the File in writing and as set out in this Coordination Agreement. As part of the File transfer, Alberta will provide the Onikanew with the information it has related to the File, both current and historical, to assist the Onikanew in the exercise of its authority over the Child.
68. *Timing of transfer* – Upon receiving the request for a File from the Onikanew, Alberta will use best efforts to ensure the File transfer is completed within 90 days or less.
69. *Involvement of the Onikanew during the transfer process* – After the request has been received and until the File is transferred, Alberta will involve the Onikanew in planning for the Child and will not take any significant steps impacting the Child unless circumstances require an immediate decision or action be taken to ensure the safety or security of the Child. If such a decision is made without the involvement of the Onikanew, Alberta will as soon as practicable inform the Onikanew of the decision.
70. *Completion of transfer of Files* – All Files will be transferred to the Onikanew on a phased in and orderly basis in accordance with Schedule 1, but in any event no later than September 30, 2023.
71. *Legal status of Child upon File transfer to the Onikanew* – Alberta will be deemed to relinquish legal authority for a Child it has status over and the Onikanew, in accordance with the Act, will be deemed to assume legal authority on the date the File transfer has been completed. The File transfer completion will be acknowledged in writing by both the Onikanew and Alberta.
72. *Applications, orders and agreements* – Once the Onikanew has assumed legal authority over a Child, and noting the provisions of the Act, Alberta will:
- a. where it is the applicant, apply to withdraw any pending CYFEA court applications with respect to the Child;
 - b. where it is a respondent:
 - i. advise the Onikanew of the proceedings, and
 - ii. give notice to the other parties that the Onikanew has assumed legal authority over the Child;
 - c. not object, or will consent as may be required. to an application by the Onikanew to formally terminate Alberta’s CYFEA intervention authority with respect to the Child; and

- d. where the Child is a party to any other litigation:
 - i. advise the Onikanew of the proceedings, and
 - ii. give notice to the other parties that the Onikanew has assumed legal authority over the Child.
- 73. *Termination of responsibility and accountability* – Upon the transfer of a File, Alberta will not be responsible or accountable for decisions made or actions taken by the Onikanew with respect to the subject Child.
- 74. *CYFEA matters under intake and assessment regarding a Child* – Upon the Onikanew advising Alberta it intends to exercise its authority over Child and Family Services, Alberta will advise the Onikanew of any Intervention Services matters it has respecting FFNs' Children currently in the CYFEA intake or assessment phase and will provide referrals to the Onikanew for these Children complete with the information to assist the Onikanew in its decision-making responsibilities. If required, Alberta may provide Emergency Services to these Children as set out in this Agreement.
- 75. *CYFEA supports for permanency program (SFP)* – The Onikanew and Alberta will work collaboratively to determine the best service provisions to support SFP recipients who are caring for Children.
- 76. *CYFEA transition to adulthood program (TAP)* – The Onikanew and Alberta will work collaboratively to determine the best service provisions to support Members who are TAP recipients.
- 77. *Subsequent working agreements to support the transfer of authority* – Alberta's authorized representative and the Onikanew will co-develop as needed additional working agreements to support the orderly transfer of Files from Alberta to the Onikanew.

LIABILITY AND INDEMNIFICATION

Liability

- 78. The Founding First Nations will not be liable or responsible for the acts or omissions of Canada or Alberta, or any person or entity authorized by Canada or by Alberta to act, in relation to child and family services or Emergency Services provided by Alberta whether before or after this Agreement is executed and the Act comes into effect.
- 79. Alberta and Canada will not be liable or responsible for the acts or omissions of the Founding First Nations, or any person or entity authorized by the Founding First Nations to act, in relation to Child and Family Services or Emergency Services provided by the Founding First Nations whether before or after this Agreement is executed and the Act comes into effect.
- 80. The Founding First Nations acknowledge and accept the risks associated with their exercise of any and all rights, powers, duties, functions or responsibilities under the Act and under the Canada Act and, subject to the terms of this Agreement and the Fiscal

Agreement, release and waive any right of recourse they may have or obtain against Alberta, Canada, their employees, contractors, subcontractors or agents in relation to that exercise.

Indemnity

81. The Founding First Nations will indemnify Canada and Alberta for all damages, losses and expenses arising directly or indirectly from any claims by third parties relating to the administration or enforcement of any provision of the Act.
82. The Founding First Nations will indemnify and hold harmless Alberta, its employees, contractors, or agents against and from any and all third party claims, demands, actions and costs (including legal costs on a solicitor-client basis), to the extent arising out of the breach of this Agreement by the Founding First Nations or arising out of the negligence, other tortious acts or willful acts of the Founding First Nations or Onikanew or those for whom the Founding First Nations is legally responsible, including its authorized decision-makers and volunteers, in relation to the performance of its obligations under this Agreement.
83. Alberta agrees to indemnify and hold harmless the Founding First Nations, its employees, contractors, subcontractors, directors, officers or authorized agents against and from any and all third party claims, demands, actions and costs (including legal costs on a solicitor-client basis), to the extent arising out of the breach of this Agreement by Alberta or arising out of the negligence, other tortious acts or willful acts of Alberta or those for whom Alberta is legally responsible, in relation to the performance of its obligations under this Agreement.
84. The Founding First Nations will indemnify and hold harmless Alberta, its employees and agents, against and from any loss or damage to the real or personal property of Alberta to the extent arising out of the breach of this Agreement by the Founding First Nations or arising out of the negligence, other tortious acts or willful acts of the Founding First Nations or Onikanew or those for whom the Founding First Nations is legally responsible, including its authorized decision-makers and volunteers, in relation to the performance of its obligations under this Agreement.
85. Alberta will indemnify and hold harmless the Founding First Nations, its employees, contractors, subcontractor, directors, officers or authorized agents against and from any loss or damage to the real or personal property of the Founding First Nations, to the extent arising out of the breach of this Agreement by Alberta or arising out of the negligence, other tortious acts or willful acts of Alberta or those for whom Alberta is legally responsible, in relation to the performance of its obligations under this Agreement.

Claim, Demand, Action or Proceeding

86. Where Alberta, Canada, or the Founding First Nations are the subject of a claim, demand, action, or proceeding that may give rise to liability for which indemnity is provided for in this Agreement, then Alberta, Canada or the Founding First Nations in their respective capacity as a defendant:
 - a. will assume control of the defence of the claim, demand, action or proceeding; and

- b. will provide notice to the Founding First Nations, Alberta, or Canada as it may, of any such claim which may reasonably give rise to indemnification under this Agreement. Such notice will be sufficient to enable the Founding First Nations, Alberta or Canada to identify the claim and the party making the claim and to protect its interests in the court proceeding or settlement. No claim for indemnity arising from any settlement will be made without the concurrence of the Founding First Nations, Alberta or Canada to the terms of any such settlement.
87. The Founding First Nations, Alberta and Canada will be entitled to defend, at their own expense, any claim against the other parties which may give rise to a right of indemnification under this Agreement, and may make such investigation, negotiation, and settlement of any claim as they deem expedient. This entitlement, however, will in no way mean that:
- a. the defending party is entitled to represent the other parties;
 - b. affect the right or ability of the other parties to defend any such claim including, without limitation, the appointment of counsel; and
 - c. limit the defending party's entitlement to claim costs of its defence.
88. Any demand by a party for indemnification will be made in writing, and if such amount claimed is not paid within 90 days of receipt of such notice, that party will be entitled to invoke all rights and remedies provided by law to recover such amounts for which the party requests such indemnification.
89. For greater certainty, nothing in this Agreement releases any party from its obligations under this Agreement.
90. The protection from liability as set out in section 14.3(a) of the Act does not relieve the Founding First Nations, or any individual or entity authorized by the Founding First Nations, from any of their responsibilities or obligations as set out in this Agreement.
91. All indemnification and hold harmless provisions will survive this Agreement.

NOTICES

92. Except as provided herein, any notice or other written communication required or permitted to be given under this Agreement will be given as follows:

- a. to Canada:

Assistant Deputy Minister, Child and Family Services Reform Sector
10 Wellington Street
Gatineau, Quebec K1A 0H4
Canada
Mail Stop 960
Building Les Terrasses de la Chaudiere

Email: sac.sefreforme-cfsreform.isc@canada.ca

- b. to Founding First Nations:

Founding First Nations
c/o Owen Law
Attention: Thomas R. Owen
402 - 10138 104 st NW
Edmonton, Alberta T5J 1A7

Email: tom.owen@owenlaw.ca

- c. to Alberta:

Assistant Deputy Minister
Children's Services - Indigenous Partnerships and Strategic Services
5th Floor, Sterling Place
9940 - 106 Street
Edmonton, Alberta T5K 2N2

Email: CS.FederalAct.Info@gov.ab.ca

or at such other address, physical or electronic, as may from time to time be communicated in writing by any party as its address for service.

93. A notice or written communication required or permitted to be given pursuant to this Agreement may be:
- a. delivered personally;
 - b. transmitted in electronic or telecommunication form; or
 - c. mailed by prepaid registered post in Canada.
94. A notice will be considered to have been given, made, or delivered, and received:
- a. If delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
 - b. if transmitted in electronic or telecommunication form and the sender receives confirmation of the successful transmission, at the start of business on the business day next following the day on which it was transmitted; or
 - c. if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee provided that during an actual or anticipated postal disruption or stoppage, postal delivery will not be used by any Party.
95. *Termination of Agreement* – This Agreement may be terminated by any of the Parties on reasonable notice if:
- a. the Canada Act is repealed or substantially repurposed, or

- b. the Act is substantially repurposed.
96. *Consent to Termination* – This Agreement may be terminated by the consent of all Parties.
97. *Termination for Breach* –
- a. Any Party to this Agreement (in this clause, the “Terminating Party”) may terminate this Agreement upon Notice to the other Parties if a Party commits or permits a breach of any term of this Agreement that amounts to a substantial breach of this Agreement and, within 30 days after being notified of the breach by the Terminating Party:
 - i. fails to remedy or mitigate the breach to the reasonable satisfaction of the Terminating Party; or
 - ii. if it is not practically possible to fully remedy or mitigate the breach within such timeframe, to promptly within such timeframe take reasonable and diligent steps to pursue a remedy or mitigation of the breach and to diligently continue to pursue that remedy or mitigation after such timeframe to the reasonable satisfaction of the Terminating Party.
 - b. At any time prior to the Terminating Party giving Notice of termination under sub-clause 97(a), the Parties may, by agreement, refer the matter to the Management Advisory Committee for review and recommendations.
98. *Actions after Termination* – Upon termination of this Agreement, the Parties will cooperate to ensure that the best interests of the Children are served, and such actions will be deemed to be on a without prejudice basis.
99. *Survival of Terms* – The Parties agree that the provisions of this Agreement which, by their context are intended to survive the expiry or earlier termination of this Agreement, will so survive.
100. *Independent Contractor* – This Agreement does not create the relationship of employer and employee, or of principal and agent among any of the Parties, or between the Onikanew and Canada or the Onikanew and Alberta.

MANAGEMENT ADVISORY COMMITTEE

101. *Purpose of Management Advisory Committee* – The Management Advisory Committee is the body responsible for considering issues surrounding the implementation of this Agreement and issuing non-binding recommendations to the Parties in accordance with clauses 7, 8, and 51, reviewing this Agreement in accordance with clause 107, reviewing the effect of proposed amendments to the Act in accordance with clause 108, resolving disputes in accordance with clause 109, and performing other tasks as may be agreed to from time to time by the Parties, or in other agreements among them.
102. *Establishment of Management Advisory Committee* – Within 60 days after the Effective Date of this Agreement, the Parties will establish a Management Advisory Committee.

103. *Appointment of Members* – Alberta and Canada will each appoint one member to the Committee. The FFNs will collectively appoint the Onikanew to the Committee. Each party will cover any participation expenses of their member. The Onikanew will act as the Chair.
104. *Additional Attendees* – The members of the Committee may invite additional persons who can assist in achieving the objectives of this Agreement to attend meetings of the Committee.
105. *Meetings and Quorum* – Meetings will be held at the call of the Chair but in any event at least once a year. All three members of the Committee must be present in order to form a quorum.
106. *Recommendations* – On any matter before it, the Committee has the authority to make non-binding recommendations. There must be consensus in order to make recommendations. Recommendations are to be recorded in writing and given to all the Parties.
107. *Review of this Agreement* – In addition to the reviews required elsewhere in this Agreement, the Committee will be responsible for periodic reviews of this Agreement and may engage and nominate subject matter experts to conduct the reviews as the Committee deems appropriate. The first periodic review of this Agreement will start on the fifth anniversary of the Effective Date or some other date as agreed to by the Parties and every five years thereafter. The review will include:
 - a. the effectiveness and efficiency of the arrangements established by this Agreement; and
 - b. the roles and responsibilities of the Parties.

At the conclusion of the review the Committee will report to the Parties with its findings and any recommendations.

GENERAL

108. *Proposed amendments to Act* – If the Founding First Nations are considering amendments to the Act, they will give notice to the Management Advisory Committee, who will then review any potential impacts to this Agreement and have an opportunity to provide responding comments to the FFNs.
109. *Dispute Resolution* – If a dispute arises concerning the interpretation or implementation of this Agreement, except for clauses 95 to 97 inclusive, any one of the Parties may refer it to the Management Advisory Committee for review. If the Parties are unable to come to a resolution after receiving a recommendation from the Committee, the matter will be referred to the Chiefs and Assistant Deputy Ministers, or their designates, for further direction and if appropriate, a decision.
110. *Waiver* – Any waivers of an obligation under this Agreement must be in writing.


111. *Confidentiality* – To the extent permitted by and in accordance with applicable laws, each Party will keep confidential any information identified as confidential that is communicated to it by or on behalf of any other Party.
112. *Force Majeure* – No Party will be deemed to be in default with respect to non-performance or mis-performance of its obligations under this Agreement where such non-performance or mis-performance is due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, fires, tempests or acts of God, or any other cause, whether similar or dissimilar to those enumerated.
113. *Execution in Counterpart* – This Agreement may be executed in any number of counterparts, with the same effect as if all the Parties had signed the same document and will become effective when a counterpart has been duly signed by each party, all counterparts together will constitute one and the same instrument. This Agreement may be executed by a party and delivered by electronic means and if so executed and delivered this Agreement will be for all purposes effective as if the Parties had delivered and executed the original Agreement.
114. *Governing Law* – This Agreement will be governed by the laws in force in Alberta.
115. *Amendments* – Except for amendments under sub-clause 19(c)(ii), any amendments to this Agreement must be in writing and must be executed by all Parties.
116. *Agreements with Other Provinces and IGBs* – Other agreements among Founding First Nations and other provinces, IGBs and Canada which are in the nature of this Agreement may be appended as Appendices.
117. *Not a Precedent* – This Agreement reflects a negotiation between Canada, Founding First Nations and Alberta and is not a precedent for the negotiation, implementation or interpretation of coordination and fiscal agreements involving any other party or IGB.
118. *No Prejudice* – This Agreement is without prejudice to any position that the Parties may take with respect to any other IGB.
119. *Binding on Successors and Assigns* – This Agreement is binding upon Canada, Alberta and any of their ministers, officials, servants, employees, agents, successors and assigns, and upon the Founding First Nations and their Members, the Onikanew and the Dispute Resolution Tribunal, and any of their respective heirs, descendants, legal representatives, successors, assigns and agents.
120. *No Assignment* – No Party will assign or transfer this Agreement or any of their respective rights and obligations under this Agreement without the prior written consent of each of the other Parties.
121. *Schedule* – The following Schedule is attached to and forms part of this Agreement:
 - a. Schedule 1 Transfer of Legal Authority Details.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

EXECUTED in the presence of:


Name: _____


As to the authorized signatory for Loon River First Nation

) Loon River First Nation as represented by
) Chief Ivan Sawan
)
) 
) Per: Chief of Loon River First Nation
)
) Date: March 30, 2023

EXECUTED in the presence of:


Name: _____

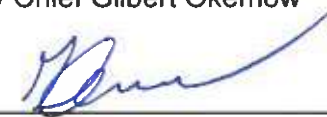
As to the authorized signatory for Lubicon Lake Band

) Lubicon Lake Band as represented by
) Chief Billy Joe Laboucan
)
) 
) Per: Chief of Lubicon Lake Band
)
) Date: March 29/23

EXECUTED in the presence of:


Name: _____

As to the authorized signatory for Peerless Trout First Nation

) Peerless Trout First Nation as represented
) by Chief Gilbert Okemow
)
) 
) Per: Chief of Peerless Trout First Nation
)
) Date: March 30, 2023

Final

HIS MAJESTY THE KING IN RIGHT OF
ALBERTA as represented by the Minister
of Children's Services



Honourable Mickey Amery
Minister of Children's Services

Date: **MAR 3 1 2023**

EXECUTED in the presence of:

) HIS MAJESTY THE KING IN RIGHT OF
) CANADA as represented by the Minister of
) Indigenous Services
)
)
)
)
)
)
)

As to the authorized signatory for the Minister
of Indigenous Services

The Honourable Patty Hajdu
Minister of Indigenous Services

Date: _____

HIS MAJESTY THE KING IN RIGHT OF ALBERTA as represented by the Minister of Children's Services


Honourable Mickey Amery
Minister of Children's Services

Date: _____

EXECUTED in the presence of:


As to the authorized signatory for the Minister of Indigenous Services

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Indigenous Services


The Honourable Patty Hajdu
Minister of Indigenous Services

Date: March 31, 2023

Schedule 1 – Transfer of Legal Authority Details

1. To support an orderly transfer of Files from Alberta to the Onikanew, the best interests of the Child and their unique circumstances will be taken into consideration in the transfer, but if there is disagreement, then the views of the Onikanew with respect to best interests will prevail.
2. The transfer of Files from Alberta to the Onikanew will occur on a phased in basis as set out below:
 - a. Unless the Founding First Nations and Alberta agree otherwise, the Onikanew will request Files currently being managed by KTC Child and Family Services be transferred to the Onikanew first. Thereafter, the Onikanew will request all other Files be transferred;
 - b. Unless the Founding First Nations and Alberta agree otherwise, the Files, whether being case managed by KTC Child and Family Services or otherwise, will be transferred in the following order based on the type of File:
 - i. family enhancement agreement (with youth or with guardian),
 - ii. custody agreement,
 - iii. supervision order,
 - iv. custody order,
 - v. temporary guardianship order, and
 - vi. permanent guardianship order,
 - c. In ordering the transfer of Files, Alberta and the Onikanew will also consider the Child's placement and will place priority of File transfer in the following order:
 - i. Child residing with a parent or a guardian,
 - ii. Child residing in kinship care or with extended family,
 - iii. Child residing in foster care, and
 - iv. Child residing in a group care, treatment or secure services' setting.
3. Unless the Founding First Nations and Alberta agree otherwise, the transfer process will include:
 - a. the Onikanew providing written notice to Alberta calling for the transfer of a File to the Onikanew having regard to the order of transfer set out in clause 2 of this Schedule;

- b. this written notice will be provided to a Regional Director at an address to be provided by Alberta; and
 - c. Alberta will develop, or facilitate the development of, a plan with the Onikanew to transition the File to the Onikanew and the plan will include the effective File transfer date.
4. Alberta will continue to be financially responsible for the child and family services it provides to a Child under CYFEA until such time as the Child's File has been transferred to the Onikanew in accordance with the transfer provisions contained in this Schedule.