

**AGREEMENT CONCERNING THE ADMINISTRATION  
OF JUSTICE FOR THE CREES**

**BETWEEN**

**LE GOUVERNEMENT DU QUÉBEC**

**AND**

**THE GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**

**AND THE CREE REGIONAL AUTHORITY**

## AGREEMENT CONCERNING THE ADMINISTRATION OF JUSTICE FOR THE CREES

Between : **LE GOUVERNEMENT DU QUÉBEC**, herein acting and represented by Mr. Jacques P. Dupuis, ministre de la Justice et ministre de la Sécurité publique and by Mr. Benoît Pelletier, ministre responsable des Affaires intergouvernementales canadiennes, des Affaires autochtones, de la Francophonie canadienne, de la Réforme des institutions démocratiques et de l'Accès à l'information, duly authorized to execute this Agreement,

AND: The **GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**, a public body duly incorporated, herein acting and represented by Mr. Matthew Mukash, its Grand Chief, duly authorized to execute this agreement,

AND: The **CREE REGIONAL AUTHORITY**, a legal person duly established in the public interest under the *Act respecting the Cree Regional Authority* R.S.Q. c. A-6.1, herein acting and represented by Mr. Ashley Iserhoff, its Vice-Chairman, duly authorized to execute this agreement.

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**WHEREAS** the Gouvernement du Québec and the Crees of Québec acting through the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority entered on February 7<sup>th</sup>, 2002 into an Agreement concerning a New Relationship;

**WHEREAS** under the terms of the New Relationship Agreement, including sections 9.12, 9.13 and 9.14 thereof, the Parties hereto have agreed to suspend certain legal proceedings against Québec relating to Section 18 of the *James Bay and Northern Québec Agreement* in order to facilitate the resolution of the issues involving Québec in respect to that Section;

**WHEREAS** a resolution of the issues involving Québec and relating to Section 18 of the *James Bay and Northern Québec Agreement* has been achieved;

**WHEREAS** the Parties hereto wish to set out their agreement concerning the resolution of the issues involving Québec and relating to Section 18 of the *James Bay and Northern Québec Agreement*.

**THE PARTIES AGREE TO THE FOLLOWING:**

1. For the purposes of this Agreement, and unless otherwise expressly provided or indicated by the context, the following words and expressions mean:
  - a) "*business day*": a day on which banking activities can take place in the province of Québec;
  - b) "*Coon Come # 1 proceedings*": the litigation filed in the Superior Court of the district of Montreal under the name *Grand Chief Matthew Coon Come et al. v. Hydro-Québec, the Attorney General of Québec and the Attorney General of Canada*, S.C.M. 500-05-004330-906;
  - c) "*Coon Come # 2 proceedings*": the litigation filed in the Superior Court of the district of Montreal under the name *Grand Chief Matthew Coon Come et al. v. Hydro-Québec, the Attorney General of Québec and the Attorney General of Canada*, S.C.M. 500-05-027984-960;
  - d) "*Cree*" or "*Crees*": the persons eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of Section 3 of the *James Bay and Northern Québec Agreement*, including the Crees of Oujé-Bougoumou;
  - e) "*Cree bands*" or "*Cree communities*": the Cree Nation of Chisasibi, the Eastmain Band, the Cree Nation of Mistissini, the Cree Nation of Nemaska, The Crees of the Waskaganish First Nation, the Waswanipi Band, the Cree Nation of Wemindji, the Whapmagoostui First Nation, respectively constituted as corporations under the *Cree-Naskapi (of Québec) Act* (S.C., 1984, c.18), as well as the collectivity of the Crees of Oujé-Bougoumou as defined in the New Relationship Agreement;
  - f) "*Judicial Advisory Committee*": the committee contemplated by paragraph 18.0.37 of the JBNQA;
  - g) "*Cree Regional Authority*" or "*CRA*": the legal person duly established in the public interest under the *Act respecting the Cree Regional Authority* (R.S.Q. c. A-6.1);
  - h) "*financial year*": the period from April 1<sup>st</sup> of a given calendar year to March 31<sup>st</sup> of the subsequent calendar year;
  - i) "*James Bay and Northern Québec Agreement*" or "*JBNQA*": the agreement approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act* (Chapter 32 of the Statutes of Canada, 1976-77) and by the *Act approving the Agreement concerning James Bay and Northern Québec* (R.S.Q., c. C-67) and as amended by Complementary Agreements;

- j) "*New Relationship Agreement*": the Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec dated February 7<sup>th</sup>, 2002 and published in the *Gazette Officielle du Québec*, May 22<sup>nd</sup>, 2002, Vol. 134, No. 21, and as amended;
  - k) "*parties*": Québec, the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority;
  - l) "*Québec*": le Gouvernement du Québec;
  - m) "*Standing Liaison Committee*": the committee contemplated by chapter 11 of the New Relationship Agreement.
2. Québec shall pay to the CRA an amount of thirteen million dollars (\$13,000,000) for the financial year 2007-2008. In each subsequent financial year, Québec shall pay to the CRA an amount calculated in accordance with the following formula:  $F_x = F_{x-1}$  multiplied by  $[1 + POP + CPI]$ , where:
- a) " $F_x$ " represents the total amount to be paid to the CRA by Québec pursuant to section 2 of this Agreement for the concerned financial year;
  - b) " $F_{x-1}$ " represents the total amount paid to the CRA by Québec pursuant to section 2 of this Agreement in the financial year that precedes immediately the concerned financial year;
  - c) " $POP$ " represents the percentage increase in the Cree In-Territory Beneficiary Population, rounded to three decimal points, as calculated using the information reported in the Native Population Register, ministère de la Santé et des Services Sociaux, Québec, and using the following formula:
 

$(POP_x \text{ minus } POP_{x-1}) \text{ divided by } POP_{x-1}$

where  $POP_x$  represents the Cree In-Territory Beneficiary Population as at December 31<sup>st</sup> of the calendar year that precedes immediately the concerned Financial year, and  $POP_{x-1}$  represents the Cree In-Territory Beneficiary Population as at December 31<sup>st</sup> of the calendar year that precedes immediately that calendar year.

For the purposes of this paragraph, the Territory is that contemplated by paragraph 1.16 of the JBNQA.
  - d) " $CPI$ " represents the percentage increase in the Consumer Price Index for Québec, rounded to three decimal points, as calculated using the information published by Statistics Canada (catalogue 62-001-XPB-table 326-0002) and using the following formula:
 

$(CPI_x \text{ minus } CPI_{x-1}) \text{ divided by } CPI_{x-1}$

where  $CPI_x$  represents the Consumer Price Index for Québec for December of the calendar year that precedes immediately the concerned Financial year, and  $CPI_{x-1}$  represents the Consumer Price Index for Québec for December of the calendar year that precedes immediately that calendar year.

3. Each annual amount referred to in section 2 hereof shall be paid by Québec to the CRA by means of electronic banking transfers to the account designated from time to time by the CRA and in four (4) equal installments made each on the first business day of the months of April, July, October and January of the concerned financial year. For the 2007-2008 financial year, the first quarterly installment shall be made by Québec within fifteen (15) days of the coming into force of this Agreement.
4. The CRA shall, on an annual basis, provide Québec with audited financial statements and an annual report concerning the use of the funding provided to it pursuant to section 2 hereof.
5. The funding provided pursuant to section 2 hereof shall be administered and allocated by the CRA. This funding shall be a flexible tool under the control of the CRA in order to facilitate and improve the administration of Justice for Crees and in the Cree communities. This funding will be used, among other, for the initiatives related to the justice system and the correctional system, including the following:
  - a) community justice services, including the hiring of a regional justice director, of community justice officers and the setting-up of community justice committees in the Cree communities;
  - b) development and implementation of bush based services for Cree detainees if deemed appropriate by the CRA and Québec;
  - c) development of and improvements to specific programs for victims of criminal acts;
  - d) development of specific programs for incarcerated Cree charged with an offence and Cree detained after having been found guilty of an offence, and for their regrouping in the detention centre in Amos or in such other suitable facility as may be agreed upon from time to time by Québec and the CRA;
  - e) implementation of community residential facilities to facilitate community reintegration of Cree offenders or any other community-based program meeting this objective;

- f) improvement of services for Crees who are subject to social reinsertion, to a conditional sentence order, suspended sentences or parole, including the hiring of community reintegration agents;
  - g) facilities for court hearings and for other purposes related to the administration of justice in the Cree communities;
  - h) support to the Judicial Advisory Committee, to the exception of the costs related to the participation of Quebec's representatives;
  - i) information sessions with judicial interveners on the social realities and the needs of the Crees, information on justice issues within the Cree population and holding of judicial terminology workshops; and
  - j) any other initiatives recommended by the Judicial Advisory Committee.
6. The Judicial Advisory Committee shall comprise equal representation from Québec and the CRA and shall not exceed a total membership of ten (10) individuals. As need be, the Committee may invite specialists to improve the discussions. Québec shall assume the expenses of the participation of its representatives. The committee shall meet at least two (2) times each financial year. The chairmanship of the Committee shall be assumed on an alternating basis for a period of two years, and the chair of the first term shall be designated by the CRA. The CRA and Québec shall designate their representatives within the two weeks which follows the signing of this Agreement. The term of membership of a member of the Committee shall be for three (3) years and shall be renewable.
7. In addition to its responsibilities provided in paragraph 18.0.37 of the JBNQA, the Judicial Advisory Committee shall identify needs and make recommendations concerning the priorities and the strategies relating to the administration of Justice for the Crees, and concerning the planned use of the funding provided pursuant to section 2 hereof.

A first series of recommendations must be made concerning the planned use of the funding provided pursuant to section 2 hereof for the 2007-2008 financial year, to the Standing Liaison Committee and the CRA, within four months following the coming into force of this Agreement. For each subsequent financial year, the recommendations concerning the planned use of the funding provided pursuant to section 2 hereof for the concerned financial year must be submitted to the CRA at the latest by February 1<sup>st</sup> which precedes the concerned financial year. The CRA must take into account the recommendations of the Judicial Advisory Committee.

8. The funding provided pursuant to section 2 hereof does not include any amount in relation to the operations of the court system, including the itinerant court (including but not limited to costs associated with travel, remuneration and other expenses for judges, prosecutors, legal aid and court clerical staff), nor does it include any amount in relation to the costs associated with the incarceration of Cree individuals pending trial or who have been found guilty of an offence.

Québec shall continue to assume the funding for such purposes, save in regard to the costs associated with Crees detained in penitentiaries, which are the responsibility of the federal government. Québec may adjust, from time to time, the number of sittings of the itinerant court in order to answer the judicial needs of the Cree communities.

9. Québec will maintain all other existing programs, services and initiatives related to the administration of justice for the Crees at a level at least comparable to that at which they are provided at the time this Agreement comes into force, and will continue to assume the funding related thereto for all its duration.
10. In consideration of the present Agreement, the *Coon Come #1 proceedings* and *Coon Come #2 proceedings* shall be discontinued, without costs, by the Cree parties thereto as against Québec in respect to all allegations and conclusions relating to Section 18 of the JBNQA. Québec accepts such discontinuance without costs in relation to the allegations and conclusions relating to Section 18 of the JBNQA. The Parties undertake that within the ninety (90) days that follows the coming into force of this Agreement, they will cause to be filed in the records of the Courts the documents necessary to give effect to the discontinuances contemplated by this section.
11. Subject to the fulfillment by Québec of its undertakings under this Agreement, the GCC(E) and the CRA give Québec a full and complete discharge for the period of April 1<sup>st</sup>, 2007 to March 31<sup>st</sup>, 2027 with respect to all financial responsibilities of Québec relating to or flowing from Section 18 of the JBNQA.

12. This Agreement does not contemplate and does not affect the obligations of the federal government towards the Crees including those stipulated in the JBNQA. In particular, the provisions of this Agreement respecting Section 18 of the JBNQA, including the funding, do not affect in any manner the obligations and commitments of the federal government in the JBNQA including all those set out in Section 18 thereof.
13. The funding provided by Québec to the CRA pursuant to section 2 hereof constitutes capital payments paid to the benefit of the Crees and Cree bands pursuant to Section 18 of the JBNQA.
14. The funding provided by Québec to the CRA pursuant to section 2 hereof shall not be subject to any form of taxation, charge, fee or levy by Québec.
15. Any disagreement arising out of the interpretation or implementation of this Agreement shall be dealt with pursuant to, in the same manner and through the same mechanisms as provided under Chapter 12 of the New Relationship Agreement concerning the Settlement of Disputes.
16. The Preamble forms an integral part of this Agreement.
17. This Agreement may be amended from time to time with the written consent of Parties.
18. This Agreement is binding on the Parties and their successors.
19. This Agreement shall come into force upon its signature by the Parties and shall be deemed to have effect as of April 1<sup>st</sup>, 2007. It shall remain in force until March 31<sup>st</sup>, 2027.
20. No later than April 1<sup>st</sup>, 2025, the Parties shall begin negotiations to extend, renew or replace this Agreement. The Parties shall make all reasonable efforts to reach a new agreement no later than December 31<sup>st</sup>, 2026.