



LETTER OF AGREEMENT BETWEEN:

THE BC FIRST NATIONS JUSTICE COUNCIL

&

THE PRINCE GEORGE DETACHMENT, E DIVISION OF THE ROYAL
CANADIAN MOUNTED POLICE

(COLLECTIVELY THE “PARTIES”)

DATE: October 14, 2025

PURPOSE

The purpose of this Letter of Agreement (Agreement) is to establish a structured and coordinated partnership between the BC First Nations Justice Council (BCFNJC) and the Prince George detachment of the Royal Canadian Mounted Police (PG RCMP) to support the implementation and delivery of BCFNJC's pre-charge diversion program for Indigenous people involved in the criminal justice system.

ROLES AND RESPONSIBILITIES

BCFNJC Responsibilities:

1. Through the Indigenous Diversion Centre (IDC) located on Lheidli T'enneh territory (in the city of Prince George, BC), deliver culturally appropriate and trauma-informed programming to program participants.
2. Assess referred cases for suitability in accordance with pre-charge diversion program criteria.
3. Report completion or non-completion of pre-charge diversion to the referring officer and/or the Community Policing Coordinator, as the case may be, in accordance with privacy and program guidelines.
4. Work with the Community Policing Coordinator to deliver effective and regular training to PG RCMP members.

PG RCMP Responsibilities:

1. Identify and refer eligible cases for pre-charge diversion to the IDC in accordance with established referral protocols.
2. Promote pre-charge diversion among PG RCMP members, creating a culture of diversion within the PG RCMP detachment and encouraging officer buy-in.
3. Organizing PG RCMP members to participate in training on pre-charge diversion and the IDC.
4. Designate the Community Policing Coordinator to undertake, but not limited to, the following duties:
 - a. Act as the conduit between PG RCMP members and the IDC to ensure referrals for pre-charge diversion are delivered in a timely manner.
 - b. Provide support and information to facilitate effective case management between PG RCMP and BCFNJC.
 - c. Ensure PG RCMP members are informed about diversion eligibility and procedures.
 - d. Work closely with IDC leadership to ensure the success of the innovative program for the community.
 - e. Liaise between PG RCMP members and IDC staff, ensuring regular and open communication is maintained with the IDC.
 - f. Provide ongoing training on a recurring basis to include new and existing hires to the PG RCMP to ensure enhanced understanding of pre-charge diversion and ongoing referrals to the IDC.

ELIGIBILITY CRITERIA

1. Pre-charge diversion applies prior to laying formal charges and is subject to the following conditions:
 - a. The individual identifies as Indigenous (First Nations, Inuit or Métis).
 - b. The individual is at least 18 years of age.
 - c. The individual voluntarily consents to participate in the program.
 - d. The offence meets the eligibility criteria as determined by BCFNJC in consultation with PG RCMP.
2. Final decision for eligibility rests with BCFNJC in consultation with PG RCMP and eligibility criteria may be changed as mutually agreed upon between the Parties on an as needed basis to meet community and participant needs.

REFERRAL PROCESS

1. PG RCMP officers identify eligible Indigenous individuals to refer to the IDC for pre-charge diversion programming.
2. A written referral is completed without formal charges being laid.
3. BCFNJC completes intake of identified Indigenous individuals, and if appropriate, begins working with them through the pre-charge diversion program.
4. BCFNJC notifies PG RCMP upon completion, with no charges laid if the process is successfully completed.
5. If pre-charge diversion is declined or unsuccessful, the case may be referred back to PG RCMP for other options.

MONITORING AND EVALUATION

1. The leadership of the Parties, or their designate, will meet once per month to discuss progress, quality improvement, and address any concerns.
2. The leadership of the Parties, or their designate, will meet on an annual basis to assess progress under this Agreement and confirm the annual priorities of work required to build and grow a culture of diversion within the community.
3. BCFNJC commits to providing logistical, coordination, minute-taking, planning and policy support at monthly and annual meetings for the joint benefit and support of the Parties.
4. PG RCMP commits to participate in the formal evaluation of IDC services by sharing both quantitative and qualitative data and information required to assess the outcomes to drive IDC improvements.
5. BCFNJC commits to create a feedback loop by providing high-level aggregate updates to the PG RCMP on the outcomes of the IDC on a quarterly basis.
6. The Parties commit to developing a joint Annual Report summarizing key findings, including, but not limited to, impact, gaps and opportunities for improvement.

CONFIDENTIALITY, SECURITY, AND INFORMATION SHARING

1. The Parties agree to respect and maintain the confidentiality, security and privacy of information, including, but not limited to, participant's information, in compliance with applicable legislation, including relevant federal and provincial privacy laws.
2. Information shared will be limited to what is necessary to support diversion and will respect participants' privacy and consent. All parties are responsible for the security of the information entrusted to them under this Agreement and shall safeguard the information against accidental or unauthorized access, disclosure, use, modification and deletion.
3. The procedure for the secure transfer of information between the Parties will be determined, from time to time, by the Parties, working collaboratively.
4. Upon request, each Party shall provide the other Parties with a description of how the security and confidentiality of the information are protected.
5. The Parties agree that the information shared in this Agreement may be collected, stored, disclosed and used strictly for the limited purposes set out in this Agreement.
6. This Agreement acknowledges and provides a means whereby members of the public, participants, Indigenous communities, and the Parties can be confident that where information is shared it is done so appropriately and securely for the sole purpose of supporting diversion and will not be utilised outside the scope of the implementation, delivery, monitoring, and evaluation of BCFNJC's pre-charge diversion program for Indigenous people involved in the criminal justice system.

CONFLICT RESOLUTION

1. In the event of a disagreement or dispute arising from the interpretation or implementation of this Agreement, the Parties agree to the following:
 - a. The Parties will make reasonable efforts to resolve the dispute through respectful and open communication between the designated representatives.
 - b. If informal discussions do not resolve the issue, the matter will be referred to senior leadership from each party (e.g., PG RCMP Superintendent and BCFNJC Associate Director of Northern Diversion and Healing, or their designates) for further discussion.
 - c. If the issue remains unresolved after escalation, the Parties agree to engage in a mutually agreed to mediation process.
 - d. The Parties agree to approach conflict resolution efforts in good faith, with respect for the relationship between the Parties, the participants and communities served and the goals of the Agreement.
2. The conflict resolution process does not preclude either party from exercising their right to terminate the Agreement in accordance with the termination clause outlined in this Agreement.

TERM AND TERMINATION

1. This Agreement is effective as of [insert date] and will remain in force for four (4) years, subject to renewal.
2. Either party may terminate the Agreement with 30 days' written notice.
3. Early termination will not impact ongoing pre-charge diversion cases, which will be resolved appropriately.

AMENDMENT

This Agreement may be amended at any time by written agreement of both parties.

NON-BINDING INTENT

This Agreement reflects a mutual understanding and intention to collaborate. It is not legally binding and does not create enforceable legal obligations for either party. As the partnership between the Parties evolves and matures, the scope of collaboration may also broaden and evolve.



Signed on this 14th day of October, 2025.
the undersigned have executed this Letter of Agreement:

FOR THE BC FIRST NATIONS
JUSTICE COUNCIL

(BCFNJC)

FOR THE PRINCE GEORGE
DETACHMENT, E DIVISION
OF THE ROYAL CANADIAN
MOUNTED POLICE (RCMP)

(Kory Wilson, Chair)

(Darin Rappel, Superintendent)