

**AGREEMENT ON THE FUNDING OF POLICING SERVICES IN
THE COMMUNITY OF KAHNAWÀ:KE
for the period from April 1st, 2018 to March 31st, 2019**

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AMONG

MOHAWK COUNCIL OF KAHNAWÀ:KE
represented by the Grand Chief
(hereinafter referred to as the "Council")

AND

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA
represented by the Minister of Public Safety and
Emergency Preparedness
(hereinafter referred to as "Canada")

AND

THE GOVERNMENT OF QUEBEC
represented by the ministre de la Sécurité publique,
the ministre responsable des Affaires autochtones
and the ministre responsable des Relations
canadiennes et de la Francophonie canadienne,
respectively acting by the sous-ministre de la
Sécurité publique, the secrétaire générale associée
aux Affaires autochtones and the secrétaire général
associé aux Relations canadiennes
(hereinafter referred to as "Quebec")

(hereinafter collectively referred to as the "Parties")

WHEREAS the Parties agree on the importance that the Council provide professional policing services that are dedicated and responsive to the needs and culture of the community of Kahnawà:ke (hereinafter referred to as the "Community"), in accordance with the applicable statutes and regulations;

WHEREAS the Council and Québec initiated talks on the matter of policing in 1989, which resumed in 1993 and culminated in 1995 with a first tripartite policing agreement between the Council, Québec and Canada;

WHEREAS, on October 15th, 1998, the Council and Québec have signed a "Statement of Understanding and Mutual Respect" and a "Framework Agreement" which establishes the basis of their relationship, which include the basis of their relationship as it pertains to policing;

WHEREAS, on March 30th, 1999, the Council and Québec entered into a second policing agreement and this agreement was renewed many times to expire on March 31st, 2010;

WHEREAS, on April 1st, 1999 to March 31st, 2005, the Council and Canada entered into a transitional agreement for the continuance of policing services and this agreement was renewed many times to expire in March 31st, 2010;

WHEREAS, on June 10th, 2009, in a "Statement of Understanding and Mutual Respect", the Council and Québec have reiterated their mutual policy commitments;

WHEREAS, on July 16th, 2009, the Council and Québec signed a "Framework Agreement" establishing, among other, a general framework to promote the review of existing sectoral agreements, including the 1999 agreement on police services;

WHEREAS from April 1st, 2011 to March 31st, 2015 the Council and Québec entered into an agreement concerning the modalities relating to the provision of police services in the community of Kahnawà:ke;

WHEREAS the Council and Quebec wish to extend the agreement on the modalities relating to the provision of police services for the duration of this agreement;

WHEREAS Canada and Quebec, while respecting their own jurisdictions, wish to provide a financial contribution for the expenses incurred by the Council to establish and maintain police services identified as the "Kahnawà:ke Peacekeepers" which provide services to the community of Kahnawà:ke and which is responsible for maintaining the peace, order and public safety, arresting offenders, preventing and curbing acts and offences punishable by law, and enforcing regulations on the Kahnawà:ke territory;

AND WHEREAS Canada shall provide its share of the financial contribution under this Agreement in accordance with its First Nations Policing Program (FNPP) and in compliance with the policies and terms and conditions related thereto.

CONSEQUENTLY, the Parties agree as follows:

PART I INTERPRETATION PROVISIONS

1.1 DESCRIPTION OF THIS AGREEMENT

This Agreement, including the Preamble and Schedules A (Police Service Budget), C (Due Dates), G (Model for the Regulation on Internal Discipline) and H (Model for Provisions Applicable to Criminal Allegation Cases), that forms an integral part of this Agreement, constitutes the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

Schedules B (Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding), D (Unexpended Funding Statement), E (Cash Flow Statement), F (Territory Map), are attached for information purposes only.

1.2 APPLICABLE LEGISLATION

This Agreement shall be governed by and interpreted in accordance with the applicable laws in force in the province of Quebec and the Mohawk Territory of Kahnawake.

1.3 DECLARATION OF NULLITY, INVALIDITY OR INAPPLICABILITY BY A COMPETENT COURT

Should any provision of this Agreement be declared null, void or inapplicable by a competent court, all other provisions of this Agreement not related to the provision declared null, void or inapplicable shall retain full force and effect; moreover, the Parties agree to remedy such nullity, invalidity or inapplicability as soon as possible so that the Agreement's objectives can be achieved.

1.4 LEGAL SCOPE OF THE AGREEMENT

- 1.4.1 This Agreement shall not serve to recognize, define, affect, limit or create Aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* (R.S.C. 1985 app. II, n. 44).
- 1.4.2 This Agreement does not affect the eligibility of and the access by the Council for future increment, if any, of the funding of the FNPP.
- 1.4.3 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship among the Parties.
- 1.4.4 The territory covered by this agreement is the same as the one described in the "Agreement concerning the modalities relating to the provision of police services in the community of Kahnawà:ke", between the Council and Québec.

The Parties agree that if Canada, Quebec and the Council agree in writing to extend the territory, they shall discuss the amendments required to this Agreement to fund the policing services therein.

The territorial description applies strictly to this Agreement and is without prejudice to the respective positions of the Council, Canada and Quebec with regard to the community's territorial boundaries.

1.4.5 The Agreement is binding upon the successors and assigns of the Parties.

1.5 PURPOSES OF THE AGREEMENT

The purposes of this Agreement is to provide a contribution from Canada and Quebec for the funding of the Kahnawà:ke Peacekeepers who are responsible for ensuring the provision of policing services in the Community, in accordance with the Framework Agreement signed between Quebec and the Council.

1.6 DESCRIPTION OF THE KAHNAWÀ:KE PEACEKEEPERS

1.6.1 The Kahnawà:ke Peacekeepers consists of:

- a) a minimum of 33 police officers (full time) (also referred to as "peacekeepers"), including the police director (also referred to as "the Chief Peacekeeper"); and,
- b) support staff who shall assist the members of the Kahnawà:ke Peacekeepers with their work.

1.6.2 The Council shall establish a public safety committee (hereinafter referred to as "Kahnawà:ke Peacekeepers Services Board") that will act as an advisory body representative of the community in order to identify community issues, to provide direction with regard to public security priorities, and to provide recommendations to the Kahnawà:ke Peacekeepers.

PART II FACILITY AND EQUIPMENT

2.1 POLICE FACILITY

2.1.1 The Council shall provide a police facility for the use of the Kahnawà:ke Peacekeepers for the provision of policing services.

2.1.2 The Council shall ensure that the police facility provided pursuant to paragraph 2.1.1 complies with applicable fire safety and occupational health and safety standards by:

- a) having the facility inspected, within one year after the signing of the Agreement, by an independent expert, approved by Canada and Quebec, to assess compliance with fire safety and occupational health and safety standards; and,
- b) if the independent expert finds that the facility is lacking, submitting to Canada and Quebec, within thirty (30) days, a plan of corrective actions that it will make to the facility to remedy these deficiencies. These corrective actions will be made in a timely manner, considering the seriousness of the deficiencies as well as the interim measures that will be taken by the Council to ensure the health and safety of the members of the Police Service and the public. Canada or Quebec may ask the Council to clarify or modify its corrective plan if it believes that the plan does not show that the Council will be able to fulfil its obligations under this Agreement and ensure the health and safety of the members of the Kahnawà:ke Peacekeepers and the public.

If the Council is unable to correct the deficiencies, the Parties may terminate this Agreement.

2.1.3 The inspection report under paragraph 2.1.2 a) shall be submitted to Canada and Quebec as well as the insurer and shall:

- a) detail the qualifications of the author and the findings of the inspection;
- b) emphasize compliance with the National Building Code of Canada and the National Fire Code of Canada and make appropriate recommendations considering the geographic location of the facility occupied by the Kahnawà:ke Peacekeepers;
- c) include photographs of the deficiencies identified.

2.1.4 It is the sole responsibility of the Council to ensure that the facility complies with the applicable fire safety and occupational health and safety standards. Neither Canada nor Quebec may be held responsible by the Council for a breach of its obligations to provide a facility that meets these standards and to inform its insurer of any risks associated with this facility and correct any deficiency.

2.1.5 The Council recognizes that section 2.1 does not represent a commitment by Canada or Quebec to fund the corrective actions required to remedy the deficiencies in the police facility. The Council may, however, rework the Kahnawà:ke Peacekeepers's budget set out in Schedule A, as permitted under Part III of the Agreement, on the condition that these costs are eligible costs.

- 2.1.6 If rent is charged by a third party for the facility occupied by the Kahnawà:ke Peacekeepers, it shall not exceed what is normally charged and deemed reasonable for the sector in which the police facility is located, in light of the rental market conditions in the sector in question. The Council shall provide to Canada and Quebec, within a year after the signing of this Agreement, an attestation from a member of the Ordre des évaluateurs agréés du Québec or another professional confirming the rental value of the rented facility and that the rent to be charged is reasonable with regard to the local market.

2.2 MATERIAL AND EQUIPMENT

- 2.2.1 The Council, further to recommendations from the Chief Peacekeeper, shall supply material and equipment needed to provide policing services, with the funds provided by Canada and Quebec and, in regards to firearms, in accordance with the applicable firearms statutes and regulations.
- 2.2.2 The Council shall provide to Canada and Quebec a complete inventory of weapons of the Kahnawà:ke Peacekeepers, including intermediary weapons:
- a) within thirty (30) days of the commencement of this Agreement, if before signing this Agreement, the Council did not provide Canada and Quebec with a complete inventory;
 - b) within four (4) months following the end of each fiscal year, as described in paragraph 3.9.1;
 - c) upon the expiration or termination of this Agreement;
 - d) without delay, upon request from Quebec.

2.3 DISPOSAL OF MATERIAL AND EQUIPMENT

- 2.3.1 The Council is responsible for the maintenance of material and equipment of the Kahnawà:ke Peacekeepers.
- 2.3.2 The Council agrees to replace the material and equipment of the Kahnawà:ke Peacekeepers if:
- a) the replacement cost of the material or equipment is less than the cost to maintain it; or
 - b) the replacement of the material or equipment is necessary due to wear or obsolescence.
- 2.3.3 During the term of this Agreement, material and equipment of the Kahnawà:ke Peacekeepers may be sold by the Council at fair market value.

The proceeds of such sales, should they exceed \$5,000, shall be credited to Canada and Quebec in proportion to their initial contributions as set out in paragraph 3.2.2. The proceeds of such sales shall exclude any amortisation costs. The sum due to Canada and Quebec can be reimbursed to them by:

- a) reducing proportionally the payment to be made under this Agreement or any other subsequent agreement;
- b) in any other circumstance, the amount owed shall become an amount owing to Canada and Quebec, as the case may be, and it shall be reimbursed no later than thirty (30) days following the transaction date.
Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the ministre des Finances du Québec.
- c) notwithstanding subsections 2.3.3 a) and b), Canada and Quebec may, jointly and in writing, agree that the Council keep the proceeds of the sales to acquire material and equipment for the provision of policing services.

2.3.4 Upon the expiration or termination of this Agreement, the Council shall dispose of the Police Service material and equipment in accordance with subsection 5.7.

2.4 INSURANCE

2.4.1 The Council shall contract and maintain a comprehensive general liability insurance covering the facilities required for the provision of policing services, the activities of the Police Service, its officials, police officers and other employees and agents assigned to policing activities, including the activities of the Council under this Agreement.

This insurance shall offer protection in an amount of no less than ten million dollars (\$10,000,000) per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof, incurred by a third party. In addition to providing blanket coverage for civil liability, the policy shall also contain a cross liability clause. It shall provide Quebec and Canada with similar coverage and protection to that provided to the other insured parties and beneficiaries.

2.4.2 The Council shall contract and maintain insurance coverage of no less than two million dollars (\$2,000,000) for motor vehicles owned, used by or registered to the Kahnawà:ke Peacekeepers.

2.4.3 The Council shall provide Canada and Quebec with proof of insurance (copy of insurance policy or insurance policies, including any riders) within thirty (30) days following the commencement of this Agreement and, subsequently, within thirty (30) days of the renewal or amendment of the insurance.

2.4.4 The Council shall advise Canada and Quebec, without delay, if the insurer terminates or amends the insurance.

PART III
FUNDING ARRANGEMENTS FOR POLICING SERVICES

3.1 INFORMATION TO THE PUBLIC

- 3.1.1 The Council hereby agrees that Canada and Quebec may publicly announce their contribution with respect to funding of policing services in the form of a news release, a press briefing or conference, advertising, or otherwise. The Council shall provide Canada and Quebec with the required and reasonable assistance that Canada and Quebec deem necessary for the public announcement.
- 3.1.2 Except as necessary to comply with the Parties' requirements regarding public accounts, Canada and Quebec shall ensure that all public announcements of their funding contribution are made at the same time and recognize the contribution of the other Party.

3.2 FUNDING AMOUNT AND BUDGET

- 3.2.1 The maximum amount of the policing service costs funded by Canada and Quebec shall be established:
- a) by fiscal year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year, and
 - b) in accordance with the budget in Schedule A of this Agreement, at \$4,612,418 for Fiscal Year 2018-2019.
- 3.2.2 The annual contributions of Canada and Quebec shall be established for each fiscal year in accordance with the following ratio: fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for Quebec.

For Fiscal Year 2018-2019, the respective contributions of Canada and Quebec shall be:

\$2,398,458 for Canada;
\$2,213,960 for Quebec.

- 3.2.3 The Council shall respect the budget set out in Schedule A (Kahnawà:ke Peacekeepers Budget). However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when the reallocation is less than the lesser of the following amounts:
- a) twenty per cent (20%) of one of the amounts identified under one of the budget items in Schedule A, or
 - b) \$100,000.
- 3.2.4 If the reallocation is higher than the lesser of the amounts indicated in 3.2.3, or if the budgetary reallocation requires the addition of a new eligible budget item or the removal of an existing budget item, the Council shall obtain the written authorization of Canada and Quebec.

- 3.2.5 The Council shall also obtain the written authorization of Canada and Quebec to carry out a reallocation when the budgetary reallocation could have as a result that all budgetary reallocations carried out by the recipient under paragraph 3.2.3 for a fiscal year exceed 20% of the total contribution by Canada and Quebec for that fiscal year.
- 3.2.6 The authorization request under paragraphs 3.2.4 and 3.2.5 and the information required therein shall be submitted in accordance with the requirements of Quebec and Canada (see Schedule B – Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding).
- 3.2.7 Budgetary reallocations shall be clearly identified in the quarterly cash flow statement referred to in paragraph 3.3.1 and the audited annual financial statements referred to in paragraph 3.9.2.

3.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

- 3.3.1 At the beginning of each fiscal year, the Council shall prepare a cash flow statement, in accordance with the budget submitted in Schedule A, and shall provide it to Canada and Quebec, upon the signing of this Agreement for the sole or first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cash flow statement shall be submitted in accordance with the requirements of Canada and Quebec (Schedule E Cash Flow Statement) and shall be updated quarterly, including the statement of revenues and expenditures for the preceding quarter and the projections for future quarters.

- 3.3.2 The payment schedule for Canada is as follows:

For Fiscal Year 2018-2019, Canada shall pay the Council its annual contribution based on the following terms:

fifty percent (50%) of its share, on May 1st and October 1st of the fiscal year covered by this Agreement.

- 3.3.3 The payment schedule for Quebec is as follows:

For Fiscal Year 2018-2019, Quebec shall pay the Council its annual contribution based on the following terms:

fifty percent (50%) of its share on June 1st and November 1st of the fiscal year covered by this Agreement.

- 3.3.4 Canada and Quebec may withhold their share if they have not received the cash flow statement referred to in paragraph 3.3.1 and the documents referred to in section 3.9 within the time frames established by this Agreement (Schedule "C" - Due Dates).
- 3.3.5 If funding has been received by the Council under a previous agreement and not spent, the Council acknowledges that it is owed to Canada and Quebec.
- 3.3.6 Canada and Quebec may authorize the Council to retain that amount as partial payment of their respective obligations and thus proportionally reduce their payments.

3.4 CONDITIONS OF FUNDING

- 3.4.1 The contribution of funds made by Canada or Quebec, under this Agreement, is contingent on:
- a) the existence of the annual appropriation required, granted by Parliament to the Department of Public Safety and Emergency Preparedness, to fund Aboriginal policing services for the fiscal year during which the payment of Canada's contribution is likely to become due, pursuant to section 40 of the *Financial Administration Act*, (R.S.C.1985, c. F-11);
 - b) the existence of the annual appropriation required, granted by the National Assembly to the Ministère de la Sécurité publique, to fund Aboriginal policing services for the fiscal year during which the payment of Quebec's contribution is likely to become due.
- 3.4.2 In the event that funding is no longer available or has been decreased for Aboriginal policing services, Canada or Quebec may reduce their contribution or terminate this Agreement. Such a reduction or termination will take effect thirty (30) days after receipt of a notice that Canada or Quebec shall provide to the other Parties.
- 3.4.3 If, following the receipt of a notice with regards to a contribution reduction, the Council is of the opinion that it can no longer meet its obligations under this Agreement, it may, upon providing written notice to Canada and Quebec, terminate this Agreement thirty (30) days following the receipt of the notice by Canada and Quebec.
- 3.4.4 The Council agrees to declare, in writing, within thirty (30) days of the effective date of this Agreement, all amounts owing to Canada or Quebec under any agreement or legislation. The Council agrees that such amounts can be offset through the contributions provided by Canada and Quebec under this Agreement.

3.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

- 3.5.1 Any unexpended funding remaining upon expiry of this Agreement, unless renewed, constitutes a debt due to Canada and to Quebec.
- 3.5.2 At the end of each fiscal year, any deficit remains the responsibility of the Council and cannot be carried forward to the next fiscal year.

3.6 ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

3.6.1 The Council shall allocate contributions obtained under this Agreement exclusively to the following expenses, which must not exceed what is set out in Schedule A:

- a) Pay and benefits for: police officers, special constables or other appointed individuals; and, permanent, temporary or casual civilian staff, including professional, technical, custodial, clerical and administrative employees;
- b) Administrative expenses, which must be defined in the agreement and shall not exceed 15% of the total value of the contribution agreement;
- c) Expenses necessary to fulfil the roles and responsibilities of the police governing authority, including: travel, training, room rentals, and honoraria;
- d) Police equipment;
- e) Transportation expenses and related equipment;
- f) Expenses related to employee travel to and from remote locations;
- g) Expenses related to prisoners' keep and escorts;
- h) Information technology and communications equipment and associated expenses;
- i) Training and recruitment expenses;
- j) Rent subsidies for housing of officers, where applicable;
- k) Police facility costs;
- l) Policing infrastructure expenditures when the police facility is owned by the First Nation or Inuit community, as defined as:
 - i. renovation of an existing police facility;
 - ii. onsite construction of a new, permanent police facility; and
 - iii. acquisition and installation of a modular police facility built offsite;
- m) Insurance premiums for general liability insurance for policing operations, and vehicles and other means of transportation operated by or on behalf of the police service;
- n) Legal costs related to the operations of the police service; and
- o) Professional fees related to the preparation of financial statements.

- 3.6.2 The Parties agree that only the expenses covered under paragraph 3.6.1 are admissible under this Agreement.

3.7 DECLARATIONS OF THE COUNCIL

- 3.7.1 The Council declares that the budget in Schedule A describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

The Council shall, upon receipt, declare in writing any funds subsequently received from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

- 3.7.2 If other funds provided by a federal or Quebec department or agency, in addition to those provided for in this agreement, are used directly or indirectly, in whole or in part, to attain the objective of this Agreement, then Canada and Quebec may reduce their respective contribution or request a total or partial reimbursement of such an amount.

The amount of the reduction or the reimbursement due to Canada or Quebec is equal to the additional funds obtained. Canada or Quebec must notify the other parties in writing of the amount of the reduction carried out and may agree upon a smaller amount to be due.

3.8 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

- 3.8.1 The Council shall:

- a) maintain separate accounting records clearly identifying revenues and expenditures for the provisions of policing services;
- b) maintain financial records with respect to the funds provided under this Agreement in accordance with generally accepted accounting principles as prescribed in the Chartered Professional Accountants Canada (*CPA Canada*) Handbook, including records of all expenditures made by the Council in relation to policing services and invoices, receipts and vouchers relating thereto;
- c) retain all materials and records relating to this Agreement upon its effective date, for a period of no less than five (5) years following the expiry or termination of this Agreement;
- d) allow Canada and Quebec to access activity sites and its place of business and make available to them any supporting documentation, files, records or other documents at their request.

3.9 REPORTING AND ACCOUNTABILITY

- 3.9.1 The Council through the Peacekeeper Service Board shall, within four (4) months following the end of each fiscal year, provide Canada and Quebec with an annual report of the activities of the Kahnawà:ke Peacekeepers, including the following information:
- a) a description of the Kahnawà:ke Peacekeepers' police and civilian personnel, including an organizational chart;
 - b) the Kahnawà:ke Peacekeepers' hiring and training activities;
 - c) statistical data on caseload information handled by the Kahnawà:ke Peacekeepers;
 - d) activities and programs delivered by the Kahnawà:ke Peacekeepers or in which it is involved, such as school visits, drug education, crime prevention, etc.;
 - e) an inventory of vehicles;
 - f) a description of the police facility, facility conditions and any improvements or any work carried out over the past year;
 - g) statistical data on complaints from the public in regard to the Kahnawà:ke Peacekeepers, including the nature of the complaints;
 - h) complete inventory of weapons, including intermediary weapons.
- 3.9.2 Within four (4) months following the end of each fiscal year, the Council shall provide Canada and Québec with financial statements that comply with the following requirements:
- a) the statements have been audited in accordance with generally accepted accounting principles as prescribed in the *CPA Canada Handbook*;
 - b) they include in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services;
 - c) they provide information on all transactions over \$5,000 involving goods procured with funds provided under this Agreement or a previous agreement;
 - d) they relate specifically to the delivery of policing services;
 - e) they were prepared by professional accountants who are independent of the Council and are active members in good standing of the Ordre des comptables professionnels agréés du Québec (CPA).
- 3.9.3 Within thirty (30) days following the end of each quarter in a fiscal year, the Council shall provide Canada and Quebec with the updated cash flow statement provided for in paragraph 3.3.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements.

- 3.9.4 The Council shall provide supporting documents requested by Canada and Quebec for the financial statement provided for in paragraph 3.9.2 or the cash flow statement provided for in paragraph 3.3.1 within the time frames set out in these sections for the production of financial statements and the cash flow statement.
- 3.9.5 The Council shall provide Canada and Quebec with any additional information that may be sought that Canada and Quebec deem necessary for the purposes of this Agreement.

3.10 OVERPAYMENT

- 3.10.1 The Council is deemed to have received an overpayment of contributions provided by Canada and Quebec under this Agreement in the following circumstances:
- a) sums were paid to the Council but remained unexpended by the end of the last fiscal year covered by the Agreement or the date of termination of this Agreement;
 - b) the Council's financial statements, audited by an independent certified accountant, have been completed and an overpayment has been identified as a result of inadmissible expenditures or costs;
 - c) Canada or Quebec carries out a financial analysis or audits the financial statements of the Council and an overpayment is identified as a result of inadmissible expenditures or costs;
 - d) for any other reason, the Council was not entitled to the contributions, or Canada and Quebec determine that the sums paid exceed the amount to which the Council was entitled.
- 3.10.2 The Council recognizes that an expenditure or cost may be deemed inadmissible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada or Quebec, the expenditure or cost cannot be substantiated.
- 3.10.3 Any overpayment is then considered a debt to Canada and Quebec, at their respective rate of funding, and due by the Council. The overpayment shall be repaid to them no later than thirty (30) days following the date of receipt of notice from Canada or Quebec. If, however, the overpayment has been identified in the audited financial statement, as set out in paragraph 3.9.2, then the due date for the reimbursement shall be the date of the submission to Canada and Quebec of the audited financial statement. Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the ministre des Finances du Québec.
- 3.10.4 Any unexpended funding may be offset by reducing any other contributions made by Canada and Quebec.

3.11 INTEREST CHARGES

Any overpayment remaining owing to Canada and unpaid shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

3.12 AUDIT BY CANADA OR QUEBEC

- 3.12.1 The Council agrees that Canada or Quebec may appoint independent auditors, at their expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Council in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada and Quebec and the consistent application of generally accepted accounting principles in the maintenance of financial records.
- 3.12.2 The Council shall provide independent auditors with access, without charge, to the facilities during regular business hours within seventy-two (72) hours after receiving written notification and shall make available to them any supporting document, record, register or other document when requested. The Council shall provide the independent auditors with copies of records and registers when requested, without charge.
- 3.12.3 The results of audits performed by Canada may be made available to the public through posting on the Public Safety Canada Internet site (www.publicsafety.gc.ca).

3.13 ASSIGNMENT AND SUBCONTRACTING

- 3.13.1 The Council shall not encumber or assign its rights under this Agreement without the written permission of Canada and Quebec.
- 3.13.2 The Council may delegate to an agent the administrative management of the policing services. For that purpose, it shall undertake a contract that details the services provided and the responsibilities and undertakings of the agent toward the Council.

The monetary value of such contract shall not exceed fifteen percent (15%) of the annual budget of each fiscal year. The Council shall report this contract to Canada and Quebec, provide them with an amended budget to reflect the contract and enable them to ensure that it complies with the terms of this Agreement.

- 3.13.3 In all contracts it awards, the Council shall, if applicable, require that each subcontractor agrees in writing to abide by the terms and conditions of this Agreement. These terms and conditions shall apply to the subcontractor's work, the services provided by the subcontractor and property acquired by the subcontractor on the Council's behalf. The Council shall, when so requested by Canada or Quebec, provide a copy of the contract with any subcontractor with which the Council does business.

PART IV GENERAL PROVISIONS

4.1 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada or Quebec may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with Canada's and Quebec's laws, regulations or policies, as the case may be, including, for Canada, the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

4.2 LOBBYING

Any person lobbying on behalf of the Council must comply with the Lobbying Act (R.S.C. 1985, c. 44) and the Lobbying Transparency and Ethics Act (R.S.Q. c. T-11.011). (Note: This provision does not apply to acts performed by members of the council of a band, persons on their staff or employees, when acting in their official capacity, as defined in subsection 2(1) of the Indian Act (R.S.C. 1985, c. I-5) or of the Council of an Indian band established by an Act of Parliament.)

4.3 ETHICS, PROFESSIONAL CONDUCT AND CONFLICT OF INTEREST

It is understood that this Agreement shall apply in accordance with the applicable rules of ethics, professional conduct and conflict of interest.

4.4 NO PARTNERSHIP

- 4.4.1 The Council shall not represent itself, in an agreement with a third party or otherwise, as being an associate, partner, joint-venturer, agent or employee of Canada or Quebec as a result of this Agreement. Canada and Quebec have no responsibility for fulfillment of any obligation into which the Council may enter into as a result of this Agreement, including, without limitation, any loan, capital lease or other long-term obligation.
- 4.4.2 It is agreed that personnel employed as a result of this Agreement are and shall remain persons providing services to the Council, and nothing in this Agreement is to be read or construed as conferring upon the Council or its members, officers, employees, agents or contractors the status of officer, employee, servant or agent of Canada or Quebec or the status of a person acting in a partnership or a joint venture with Canada or Quebec.
- 4.4.3 The Council shall include in employment contracts with its police and civilian employees a clause stating that these employees acknowledge they are not engaged as employees or agents of Canada and/or Quebec.

4.5 INDEMNIFICATION

- 4.5.1 The Council shall indemnify and save harmless Canada and Quebec and their respective employees and agents and take up their defence from and against all claims, losses, damages, costs, expenses or actions, existing or future, arising from injury, death or property damage caused by any act, omission or delay or negligence on the part of the Council or its employees or agents in carrying out this Agreement. Such indemnity shall survive the termination or expiry of this Agreement for matters that occurred prior to the termination or expiry of this Agreement.
- 4.5.2 Neither Canada nor Quebec shall be responsible for the death, or any bodily or personal injury or property damage of any nature whatsoever that the Council or its members, employees, agents or third parties may suffer or sustain, during the implementation of this Agreement, unless these damages have been caused by the fault of an employee or agent of Canada or Quebec in the performance of their duties.

4.6 DISCLOSURE

- 4.6.1 Information gathered by the Parties in carrying out this Agreement is bound by the rights and protection contained under pertinent legislation regarding access to information and privacy law.
- 4.6.2 Canada and Quebec have the right to make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.
- 4.6.3 The Council authorizes Canada and Quebec to share between one another any information related to this Agreement, including any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.

PART V FINAL PROVISIONS

5.1 ACCOUNTABILITY OF THE COUNCIL

The Council shall remain, at all times, accountable for the obligations and responsibilities attributed to it which are contained in this Agreement or that may arise in carrying out this Agreement and the Council shall, at all times, ensure that all the obligations under this Agreement are fulfilled.

5.2 LIAISON COMMITTEE

The Parties may establish a Liaison Committee for the purposes of monitoring the implementation of this Agreement, ensuring ongoing communication among the Parties and attempting, where applicable, to resolve through discussions among the Parties any disputes that may arise from any issues relating to the interpretation and application of this Agreement.

5.3 AMENDMENT

This Agreement may be amended by the mutual written consent of the Parties. In order to be valid, any amendments to this Agreement must be made in writing and signed by the Parties.

5.4 DEFAULT

5.4.1 Where there is default, or there is, in the opinion of Canada or Quebec, a likelihood of default of the Council, or where the Council or one of its representatives, agents or subcontractors makes or has made a false or misleading statement, Canada and Quebec may:

- a) reduce the contribution paid to the Council;
- b) suspend any payment; or
- c) terminate the Agreement in accordance with the terms set out in subsection 5.6.

The Parties agree that any situation where, in the opinion of Canada or Quebec, the Kahnawà:ke Peacekeepers is no longer able to deliver the policing services funded under this Agreement constitutes default.

5.4.2 Where there is such default, Canada or Quebec shall provide the other Parties with written notice indicating the said default and setting out their intention, to exercise the rights under paragraph 5.4.1, if the Council does not remedy the default within thirty (30) days.

5.4.3 Canada and Quebec shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that Canada or Quebec refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada or

Quebec shall not prevent Canada or Quebec in any way from later exercising any other remedy or right under this Agreement or other applicable law.

5.5 DISPUTE RESOLUTION

- 5.5.1 The Parties undertake to foster the resolution of disputes arising from the interpretation or application of this Agreement in a spirit of conciliation, cooperation and harmony.
- 5.5.2 In the event of a dispute, any Party may refer the matter at issue in writing to the Liaison Committee so that the Liaison Committee can endeavour to resolve the matter within sixty (60) days. To assist it in resolving the dispute, the Committee may seek the services of a third party in order to obtain advice and counsel. Any costs shall be shared equally by the Parties.
- 5.5.3 If the Liaison Committee is unable to resolve the dispute within sixty (60) days, it shall inform the Parties that they are to be heard and allow them to make representations. Any Party may then submit the matter to a court of competent jurisdiction unless one of the Parties chooses to terminate the Agreement in accordance with subsection 5.6.

5.6 TERMINATION

- 5.6.1 This Agreement may be terminated under the following conditions:
- a) by Canada or Quebec, when, as set out in paragraph 3.4.2, funding is no longer available or the appropriation has been decreased;
 - b) by the Council, as set out in paragraph 3.4.3, following a reduction of funds by Canada or Quebec, whereby the Council can no longer fulfill its obligations under this Agreement;
 - c) by Canada or Quebec, if the Council has not remedied the default to the satisfaction of Canada or Quebec within the thirty (30) day period as set out in paragraph 5.4.2; or
 - d) at any time, by any Party, even if there is no default committed by another Party.
- 5.6.2 The termination shall take effect:
- a) subject to paragraph 5.6.1 a), thirty (30) days upon receipt of the notice that Canada or Quebec, as the case may be, informs the other Parties;
 - b) subject to paragraph 5.6.1 b), thirty (30) days upon receipt, by Canada and Quebec, of a notice from the Council to this effect;
 - c) subject to paragraph 5.6.1 c), on the date indicated in the notice provided by Canada or Quebec to this effect; or
 - d) subject to paragraph 5.6.1 d), upon expiry of ninety (90) days following the date of receipt of a written notice to this effect to the other Parties, unless all the Parties agree upon another date in writing.

5.7 OBLIGATIONS OF THE COUNCIL IN THE EVENT OF TERMINATION OR NON-RENEWAL OF THE AGREEMENT

5.7.1 Upon termination or expiry of this Agreement, if it is not being renewed, the Council shall:

- a) provide Canada and Quebec with a complete inventory of weapons of the Kahnawà:ke Peacekeepers, including intermediary weapons;
- b) remit immediately to the SQ weapons belonging to the Kahnawà:ke Peacekeepers, including intermediary weapons, as well as all documents, files, evidence and seized weapons or weapons under the control of the Police Service, including intermediary weapons;
- c) censure that weapons belonging to the Kahnawà:ke Peacekeepers, including intermediary weapons, in accordance with the applicable statutes and regulations, are sold to another police service or destroyed in a timely manner;
- d) sell at market value, all other material and equipment acquired with funds provided under this Agreement;
- e) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- f) reimburse Canada and Quebec their share of contributions paid but not spent, in proportion to their initial contributions, within thirty (30) days following the termination or expiry of this Agreement;
- g) reimburse, when applicable, Canada and Quebec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums; and
- h) conclude immediately with the police service replacing the Kahnawà:ke Peacekeepers funded under this Agreement, an occupancy agreement for the police facility referred to in paragraph 2.1.1, or, if this police service does not require this police facility and it is funded under this Agreement or a previous Agreement, sell the police facility in accordance with the terms and conditions set out in section 2.3.

5.7.2 The proceeds of the sale of any material and equipment shall be considered as an amount owing to Canada and Quebec in proportion to their respective initial contributions and shall be reimbursed no later than thirty (30) days following the transaction date. Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the ministre des Finances du Québec.

5.7.3 Any amount remaining owing to Canada and unpaid after such a deadline shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

5.8 CARRYING OUT CERTAIN OBLIGATIONS

The obligations and the provisions set out in subsections 1.2, 1.4, 3.9, 3.10, 3.11, 3.12, 4.4, 4.5, 4.6, 5.1 and 5.7 will continue to be in effect beyond the termination or expiry of this Agreement.

5.9 NOTICE

- 5.9.1 Any notice, request, information or any other document required with respect to this Agreement shall be deemed to be served if mailed, emailed or transmitted by fax. Any notice sent or transmitted by email or fax shall be deemed to have been received one business day after it was sent; any mailed notice shall be deemed to have been received eight (8) business days following its mailing.

All correspondence shall be sent to the following coordinates:

For Canada:

Public Safety Canada
Emergency Management and Programs Branch
First Nations Policing Program
To the attention of the Regional Manager
800 Square-Victoria Street, Suite 305
P.O. Box 117
Montreal, QC H4Z 1B7
Fax: 514 283-2016
ps.aboriginalpolice-policeautochtone.sp@canada.ca

For Quebec:

Direction de l'organisation policière
Ministère de la Sécurité publique du Québec
À l'attention du directeur
2525, boulevard Laurier
Québec (Québec) G1V 2L2
Télécopieur : 418 646-1869
police.autochtone@msp.gouv.qc.ca

For the Council:

Mohawk Council of Kahnawà:ke
P.O. Box 720
Kahnawà:ke, Qc, J0L 1B0
Fax: (450) 635-1834

5.9.2 Each Party shall notify the other Parties in writing of any change of address or fax number.

5.10 DURATION OF AGREEMENT

5.10.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1st, 2018 to March 31st, 2019 unless it is terminated in accordance with subsection 5.6.

5.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2019, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding in Part III, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2020, the provisions of this Agreement will expire.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have signed:

FOR THE COUNCIL,

THE GRAND CHIEF

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

THE DIRECTOR GENERAL, PROGRAMS
PUBLIC SAFETY CANADA

Signed on

FOR THE GOVERNMENT OF QUEBEC,

THE SOUS-MINISTRE DE LA SÉCURITÉ PUBLIQUE

Signed on

and

THE SECRÉTAIRE GÉNÉRALE ASSOCIÉE
AUX AFFAIRES AUTOCHTONES

Signed on

and

THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES

Signed on

**SCHEDULE A
KAHNAWÀ:KE PEACEKEEPERS BUDGET**

Revenues for Fiscal Year 2018-19

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$2,398,458.00
Government of Quebec	\$2,213,960.00
Subtotal – Cash	\$4,612,418.00
Total Government Funding	\$4,612,418.00
Non-government Funding and other	\$0.00
Subtotal – Cash	\$0.00
Total Revenues:	\$4,612,418.00

Eligible Expenses for Fiscal Year 2018-19

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Government of Quebec Funding	Non-Government Funding and other	Total
Administrative expenses	\$49,004.00	\$45,234.00		\$94,238.00
Employee Travel	\$7,800.00	\$7,200.00		\$15,000.00
Insurance	\$13,897.00	\$12,828.00		\$26,725.00
IT and Communication Equipment	\$6,240.00	\$5,760.00		\$12,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,038,156.00	\$1,881,376.00		\$3,919,532.00
Police Equipment	\$31,200.00	\$28,800.00		\$60,000.00
Police facility cost	\$42,900.00	\$39,600.00		\$82,500.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Professional fees	\$5,460.00	\$5,040.00		\$10,500.00
Training and recruitment	\$84,089.00	\$77,621.00		\$161,710.00
Transportation expenses and related equipment	\$62,512.00	\$57,701.00		\$120,213.00
Subtotal – Cash	\$2,398,458.00	\$2,213,960.00	\$0.00	\$4,612,418.00
Total Expenditures:	\$2,398,458.00	\$2,213,960.00	\$0.00	\$4,612,418.00

Cash: actual dollar value or revenues/funding received

SCHEDULE B

Request and Approval Form for Carryover of Unexpended and Reallocation of Funding

REQUEST AND APPROVAL FORM FOR CARRYOVER OF UNEXPENDED AND REALLOCATION OF FUNDING				
Agreement title: _____		Request Date: _____		
Recipient name: _____				
Agreement start date: _____		Agreement end date: _____		
<p>SELECT THE OBJECTIVE OF YOUR REQUEST BY CLICKING ON THE APPROPRIATE CHECKBOX BELOW:</p> <p><input type="checkbox"/> Carryover of unexpended funding for use in the following fiscal year</p> <p><input type="checkbox"/> Reallocation of funds between eligible cost categories</p> <p><input type="checkbox"/> Reallocation of funds to a new eligible cost category</p> <p><input type="checkbox"/> Reallocation of funds after the removal of an eligible cost category</p>				
Revenue sources	Approved budget for 20XX-20XX	Unexpended amounts to carryover	Reallocated amounts	Forecasted budget for 20XX-20XX
Contribution of Canada				
Contribution of Quebec				
Total Revenues	\$0,00	\$0,00	\$0,00	\$0,00
% (Canada)	#DM01	#DM01	#DM01	#DM01
% (Québec)	#DM01	#DM01	#DM01	#DM01
Proposed eligible cost categories*				
Salaries and benefits				
Administrative expenses				
Police equipment				
Transportation expenses				
Information technology & communications equipment				
Training and recruitment expenses				
Police facility costs				
Insurance				
Legal costs				
Professional and consulting fees				
Expenses for evaluation of activities of police service				
Total eligible proposed costs	\$0,00	\$0,00	\$0,00	\$0,00
<small>* unfunded categories may be deleted</small>				
<p>JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY</p> <p>Briefly justify the reasons for the carryover of the unexpended funding to the next fiscal year and for the reasons for the reallocation of funding between existing eligible cost categories including the removal and/or the addition of new eligible cost category as per the FNPP Terms & Conditions:</p>				
Submitted by: _____		Signature: _____		Date: _____
<small>Print name and title</small>				
FOR DEPARTMENTAL USE ONLY				
Program Officer Recommendation:				
Program Officer's name:		Date:		
Approved by: _____		Signature: _____		Date: _____
<small>(APD RCM) Print name</small>				
FOR THE QUEBEC USE ONLY				
Approved by: _____		Signature: _____		Date: _____
<small>Print name and title</small>				

SCHEDULE C

Due Dates

Notice: Failure by the Council to produce a document on the list within the time frame set constitutes default pursuant to section 6.4.1 and gives Quebec and Canada the right to suspend payment of their respective contributions.

Subsection	Documents to Be Produced by the Council	Time Frame
2.7 and 2.8	Code of Conduct and policy for criminal allegation cases	<ul style="list-style-type: none"> • Within 30 days of the effective date on the Agreement
3.1.6	Certification of rental value	<ul style="list-style-type: none"> • Within one year of the Agreement being signed
3.1.2 and 3.1.3	Fire inspection report	<ul style="list-style-type: none"> • Within one year of the Agreement being signed
3.2.2	Inventory of weapons available to the Police Service, including intermediary weapons	<ul style="list-style-type: none"> • Within 30 days of the effective date of the Agreement, if an inventory was not submitted to Quebec and Canada prior to the signing of this Agreement by the Council • Within 4 months following the end of each fiscal year, as outlined in paragraph 4.9.1 • Upon expiry or termination of the Agreement • At the request of Quebec
3.4.3	Proof of insurance coverage	<ul style="list-style-type: none"> • Within 30 days of the effective date on the Agreement • Within 30 days of renewal or of any amendment to the coverage
4.3.1	Cash flow statement	<ul style="list-style-type: none"> • When the Agreement is signed • Before April 15 of each subsequent year
4.4.4	Declaration of amounts due to Canada and Quebec	<ul style="list-style-type: none"> • Within 30 days of the effective date on the Agreement
4.9.1	Annual report of the activities of the Police Service	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.2	Audited financial statements	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.3	Updated cash flow statement	<ul style="list-style-type: none"> • Within 30 days of the end of each quarter.

Unexpended Funding Statement

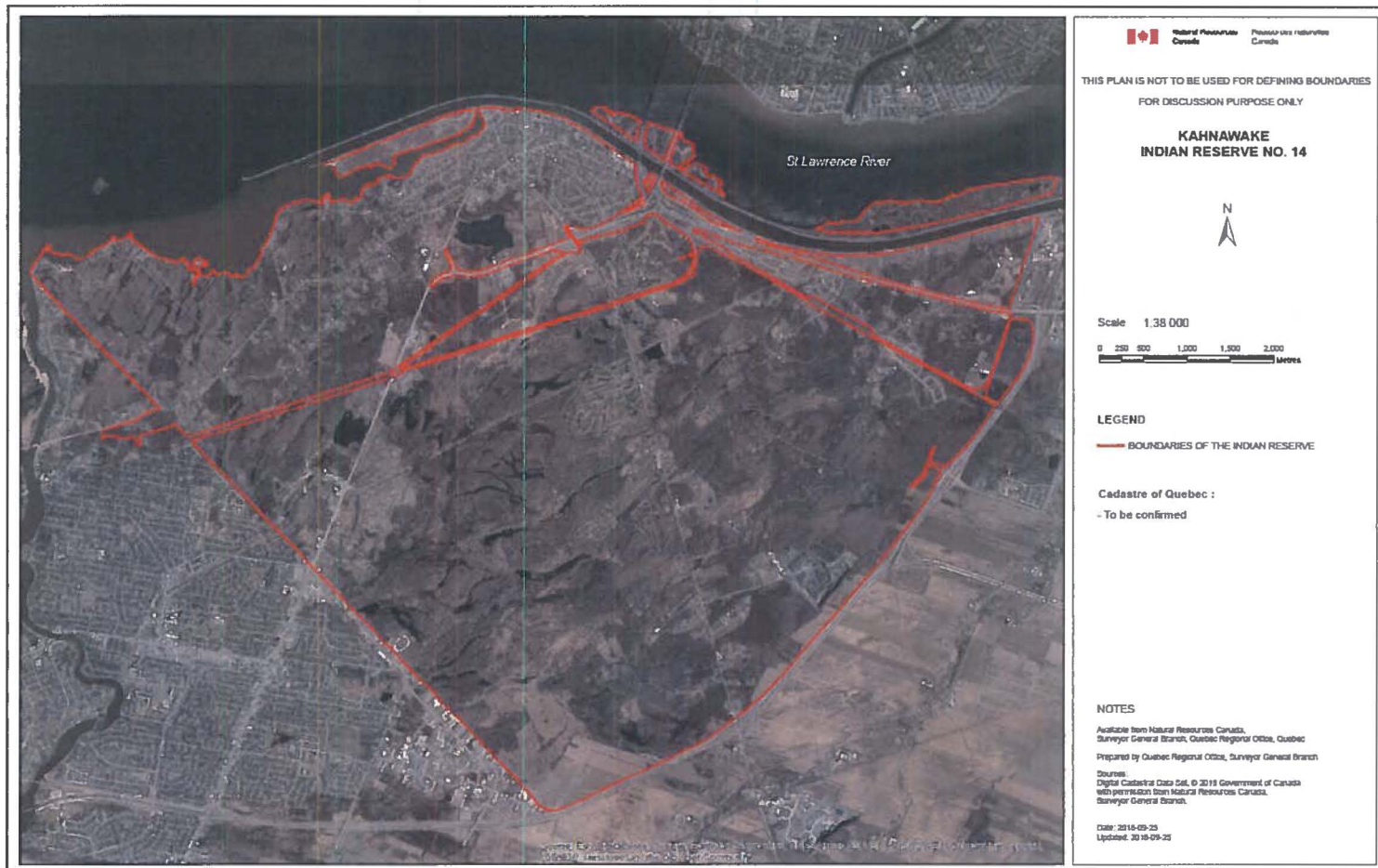
28

Cash Flow Statement

[illegible]

SCHEDULE F

Maps of Territory



Canada

SCHEDULE G

Model for the Regulation on Internal Discipline

This document is intended as a model internal code of conduct to guide officers of the police force in carrying out their duties, and to help chiefs of police take disciplinary action and enforce penalties. Communities may change or adapt this code they deem necessary.

CHAPTER I

SCOPE OF APPLICATION AND PURPOSE

1. This code applies to police officers and chief of police of the XXX police force. It sets out certain duties and standards of behavior so as to ensure that members of the police force are effective, provide high quality of service, and respect the authorities to whom they report.

The purpose of this document is also to encourage a level of discipline and ethics necessary to ensure organizational integrity and respect for human rights.

In addition, this code defines the behaviors that constitute breaches of discipline, outlines a disciplinary process, identifies the disciplinary powers of authorities, and provides for penalties.

CHAPTER II

MEMBER DUTIES AND STANDARDS OF BEHAVIOR

2. Members of the police force must act in a dignified manner all times. To that end, they must avoid any behavior that demonstrates a lack of respect for others, or that compromises the effectiveness or honor of the police force or discredits it.

They are strictly prohibited from:

1. Using obscene or insulting language;
2. Abusing their authority or resorting to intimidation or harassment;
3. Using greater force than is necessary to accomplish what they have been ordered or permitted to do;
4. Being disrespectful or rude to another person or member;
5. Putting a person in a police vehicle without authorization;
6. Associating or fraternizing without cause with individuals known to be engaged in criminal activities;
7. Consuming alcoholic beverages in public while on duty without approval or, if off duty, while in uniform;
8. Being under the influence of alcohol, narcotics, hallucinogens, narcotic or anesthetic agents, or any other substance with the potential to cause drunkenness, impairment or deterioration of faculties, or loss of consciousness while on duty;

9. Storing alcoholic beverages in a police vehicle or facility without authorization;
10. Consuming alcohol to excess in a public place;
11. Dressing in a way that does not comply with the guidelines in effect during work hours;
12. Buying, selling, or possessing narcotics or other similar products whose sale is prohibited or controlled, or being implicated as an intermediary in a transaction involving such a substance, unless authorized by their superior as part of their duties.

3. Members of the police force must respect the rights of persons in their custody and avoid overindulging them.

They are strictly forbidden from:

1. Demonstrating negligence in the guard or supervision of persons in their custody;
2. Giving persons in their custody alcoholic beverages, narcotics, hallucinogens, narcotic or anesthetic agents, or any other substance with the potential to cause drunkenness, impairment or deterioration of faculties, or loss of consciousness;
3. Doing business of any sort whatsoever with persons in their custody or attempting to obtain any undue advantages from or for persons in their custody;
4. Searching a person of the opposite sex, except in case of emergency;
5. Failing to search a person in their custody, or in the event the detained person is of the opposite sex, failing to have that person searched by someone of the same sex;
6. Neglecting to lock up items removed during the search of a person in their custody;
7. Failing to log incarcerated persons and confiscated items;
8. Interfering in communications between a person in their custody and his or her attorney;
9. Using greater force than is necessary on a person in their custody;
10. Failing to look after the health and safety of a person in their custody;
11. Permitting the incarceration of a minor with an adult or of a female with a male, except where permitted by law.

4. Members of the force must demonstrate caution and discretion in using their service weapons at all times.

They are strictly forbidden from:

1. Neglecting to maintain or keep in good working order service weapons or ammunition entrusted to them;
2. Pulling out, handling, or pointing a service weapon without cause;
3. Failing to report to their supervisor any use of a service weapon in the performance of their duties;

4. Not taking reasonable measures to prevent the loss, theft, or use of their service weapon by a third party;
 5. Loaning or yielding a service weapon;
 6. Demonstrating a lack of caution when using or handling a service weapon, especially by needlessly placing another person's life or safety in danger;
 7. Carrying or using in the performance of their duties a weapon other than one entrusted to them by the police force.
- 5.** Members of the police force must respect the authority of the law and the courts and must collaborate in the administration of justice.
- They are strictly forbidden from:
1. Violating any law enacted by a legally constituted authority in a manner that could compromise the performance of their duties;
 2. Preventing or contributing to preventing justice from taking its course;
 3. Concealing evidence or information in order to harm or benefit a person, specifically an accused, a plaintiff, or a witness;
 4. Failing to transmit or unduly delaying the transmission to their superior of information on crimes and offenses they witness or have knowledge of.
- 6.** Members of the police force must abide by the requests, instructions, and verbal and written orders of their superiors.
- They are strictly forbidden from:
1. Refusing or failing to report to the police chief or his or her representative on activities carried out in the performance of their duties;
 2. Refusing or failing to provide in response to a request by a superior a report on activities carried out in the performance of their duties;
 3. Not completing work assigned or not reporting to a location designated by their superior.
- 7.** Members of the police force must carry out their duties conscientiously and with care.
- They are strictly forbidden from:
1. Refusing or encouraging others to refuse to carry out their duties;
 2. Demonstrating negligence or carelessness in carrying out their duties.

8. Members of the police force must be diligent in their work.

They are strictly forbidden from:

1. Failing to comply with the work schedule;
2. Leaving work without permission;
3. Making a false statement or manipulating to prolong their leave, delay their return to work, or be absent from work;
4. Exchanging with another officer a task or shift assigned to them without the permission of their superior.

9. Members of the police force must perform their duties with integrity.

They are strictly forbidden from:

1. Maliciously damaging or destroying, losing out of negligence, or illegally conceding public or private property;
2. Failing to report any destruction of, loss of, or damage to any property used by the police force;
3. Using or authorizing the use of property used by the police force for personal or unauthorized purposes;
4. Loaning, selling, or conceding uniforms or equipment provided to them by the police force;
5. Falsifying, removing, or destroying documents owned by or in the custody of the police force, or any other official documents;
6. Submitting or signing a knowingly false or inaccurate report or other document;
7. Requesting or authorizing the reimbursement of unincurred expenses, payment for work hours not worked, or payment of unjustified bonuses without verifying their validity;
8. Failing or neglecting to report or turn in within a reasonable period of time any sums of money or goods received in their capacity as members of the police force.

10. Members of the police force must demonstrate selflessness and integrity in the performance of their duties and avoid any situation that could create a conflict of interest or compromise their impartiality in carrying out their duties or sway their judgment or loyalty.

They are strictly forbidden from:

1. Directly or indirectly engaging in influence peddling, or obtaining or attempting to obtain a sum of money or any other benefit in exchange for any favor whatsoever;
2. Directly or indirectly accepting, soliciting, or demanding a sum of money, a favor, or any other advantage or consideration that could compromise their impartiality in performing their duties;
3. Paying, offering to pay, or agreeing to pay a sum of money, a favor, or any other advantage or consideration to another person, whether a member of the police force or

not, that could compromise that person's impartiality in performing his or her duties or to induce that person to intercede on their behalf with the goal of obtaining a promotion, transfer, or any other change in status as a member of the police force;

4. Using information obtained in the performance of their duties or because of their position on the police force for personal gain or with the goal of leveraging or profiting from that information;
5. Recommending the services of a particular attorney to an accused individual or someone with whom they have been in contact while performing their duties;
6. Acting as a surety in a case under the jurisdiction of a criminal or penal court, except in cases where it is justified by their family relations with the accused;
7. Signing a letter of recommendation or other attestation they know to be false or inaccurate;
8. Holding a job or carrying out an activity not in keeping with their position as a police officer.

However, members of the police force may solicit or collect money from the public through the sale of advertisements or tickets or some other way on behalf of a person or a community organization as long as there is no risk of a conflict of interest.

11. If members of the police force find themselves in an incompatible situation as described in Section 117 of the *Police Act* (Chapter P-13.1) or believe themselves to be in a situation that creates or has the potential of creating a conflict of interest, compromising their impartiality, or swaying their judgment or loyalty, they must immediately inform their direct supervisor, who will inform them of the next steps to take.

12. Members of the police force must be faithful to their oath of office and oath of secrecy.

They are specifically prohibited from revealing information pertaining to an investigation or police activities to persons unauthorized by the police chief or his or her representative, specifically via the transmission of documents.

13. Members of the police force must demonstrate political neutrality in the performance of their duties.

They are strictly forbidden from:

1. Attending political gatherings while in uniform, unless on duty;
2. Failing to show moderation in publicly demonstrating their political convictions;
3. During an election period, publicly expressing their political convictions, soliciting funds for a candidate for election, a political body, or a political party, or publicly declaring their support for a candidate for election or a political party in the region where they usually perform their duties.

14. Members may not wear their uniforms, badges, or service weapons, or use anything else belonging to the police force when carrying out activities outside their normal responsibilities while they are supposed to be on duty.
15. Members who witness a breach of discipline related to public protection or safety, are informed of such a breach, or have plausible and probable reasons to believe that such a breach occurred must inform their direct superior or the person in charge of handling complaints. This obligation does not apply to members who are informed of the alleged behavior within their capacity as union representative.

CHAPTER III

BREACHES OF DISCIPLINE

16. Any failure or omission related to a duty or standard or conduct established by this code constitutes a breach of discipline and will subject the concerned officer to disciplinary action.

Members of the police force may be the subject of a complaint even if they have been acquitted or found guilty by a court of criminal or penal jurisdiction of an offense for which the acts giving rise to the accusation are the same as those for the breach of discipline of which they are accused.

17. A complaint of disciplinary action may be filed against a police officer no later than two years after the date of the incident or, if the offenses could potentially constitute a criminal act, after the date the police authorities were informed of the incident resulting in the complaint.
18. A breach of discipline of which a member of the police force is accused may not give rise to more than one summons or be subject to more than one disciplinary sanction under this code.
19. This code in no way restricts the right of the chief of police, deputies, disciplinary authorities, or officers to make verbal comments or observations to encourage lower-level police officers to improve their behavior, the quality of their work, or their professionalism, or to prevent them from committing a breach of discipline. Such communication is not subject to disciplinary action.
20. Police officers may be subject to disciplinary action for a breach, notwithstanding the fact that civil, ethical, criminal, or penal complaints or charges may have been brought against them before any judicial or quasi-judicial body for such a breach.

However, police officers penalized under Chapter I of Title IV of the *Police Act* may not receive any additional sanction by virtue of this code for similar unprofessional conduct demonstrated at the time of the same incident.
21. Police officers who incite, advise, help, or who, through encouragement, consent, authorization, or a failure to act, force or attempt to force another member to commit a breach of discipline or not to fulfill an obligation incumbent on that member are themselves committing a breach of discipline,

- 22.** Ignorance of the provisions of this code or any duly published community or police code, policy, order, instruction, directive, release, or memorandum cannot serve as an excuse for a police officer who has violated these provisions.

CHAPTER IV **DISCIPLINARY PROCEDURES**

(COMPLAINT RECEIPT, REVIEW, AND HANDLING)

- 23.** The police chief is responsible for enforcing this code, especially where it concerns the receipt, review, and handling of complaints and the taking of disciplinary action.

The police chief may designate a disciplinary authority from among the officers in the department.

- 24.** Anyone may file a complaint about the conduct of a member by submitting it in writing to the member's direct supervisor. The complaint must be signed.

- 25.** The person who receives a complaint about a police officer shall forward it to the police chief or disciplinary authority.

- 26.** The complaint can also be issued by the police chief, in which case it shall be submitted for investigation by the disciplinary authority or the council director general.

- 27.** In the event a police chief is directly or indirectly implicated in a complaint, he or she must immediately inform the council director general, or a person designated by the council, upon receipt of the complaint. At that time the council will take over the investigation and handling of the complaint and the taking of disciplinary action in accordance with the provisions of this code.

The investigation may be handed over to Sûreté du Québec.

Once the complaint has been reviewed and investigated, the director general, or the person designated by the council, shall follow up and issue a written and substantiated decision, which will be sent to the police chief and the complainant within 10 days.

- 28.** The procedures set out in this code may be initiated or continued through their end, even in the event the complainant refuses to press charges or withdraws the complaint.

- 29.** A member who witnesses the commission by another member of the police department of a breach that could constitute a violation of this code, who is informed of such a breach, or who has plausible and probable reason to believe that such a breach occurred, must notify the police chief in writing. Such a notice shall constitute a complaint for the purposes of this code.

- 30.** Upon receipt of a complaint, the police chief shall, at the earliest opportunity:
- a) Confirm receipt of the complaint and inform the complainant in writing of the review process;
 - b) Inform the named member that a complaint has been issued against him or her and the nature of that complaint, unless:
 - i) The act of informing the member could potentially impede the course of the investigation;
or
 - ii) The police chief deems the complaint to be frivolous, persecutory, groundless, or made in bad faith.
- 31.** Members of the police force named in a complaint may not communicate in any way whatsoever with the person having filed the complaint without the written authorization of the police chief or during a necessary police operation, and may not attempt to directly or indirectly influence, intimidate, or harass any other person to alter the outcome of the complaint.
- 32.** The police chief must handle all complaints as quickly as possible while maintaining the highest possible level of confidentiality.
- 33.** If he or she deems it justified by the nature or circumstances of a breach, the police chief may temporarily suspend from duty a member named in a complaint or assign that member to administrative duty for the duration of the investigation, until a final decision is made. In such a case, the police chief must handle the complaint as expeditiously as possible.
- 34.** Members who are suspended in such a way must immediately hand over any and all weapons, property, equipment, and documents containing police information in their possession to the police chief, along with any other items requested by the chief. Any failure to comply with the provisions of this article may be treated as a breach or a fault. All these items will be returned to members at the end of their suspension, subject to any disciplinary actions that may be imposed.
- 35.** At certain stages of the complaint investigation process or on request, the police chief shall inform the complainant of the steps taken and the status of the complaint.
- 36.** The police chief must consider every complaint submitted and may:
- a) Request additional information about the complaint;
 - b) Reject the complaint if he or she deems it to be frivolous, persecutory, groundless, or made in bad faith;
 - c) Even if, at first glance, the complaint appears to be well-grounded, investigate the facts and incidents resulting in the complaint.

37. The purpose of the investigation is to establish the facts surrounding the alleged situation. To that end, the investigator must, insofar as possible, meet with, question, and obtain a written statement from the persons involved. The investigator must draft a written report detailing all of the steps taken and add it to the case file.

38. Except in case of emergency and subject to Section 31, investigators must meet with members named in a complaint, insofar as possible, before taking any steps that would affect them.

The purpose of these meetings is to allow members to hear the accusations made against them and to explain and justify their behavior, as warranted.

39. Members must be notified in writing of such a meeting at least 24 hours in advance. This notification should summarize the accusations being made against them.

Members have the right to have an attorney, a member of the department, or any other person with them during the meeting, unless that person was involved in the incidents giving rise to the complaint.

40. Once the complaint investigation and review report has been submitted, the police chief or disciplinary authority may:

- a) Reject the complaint;
- b) Take disciplinary or administrative action against the member named in the complaint;
- c) Submit recommendations to the relevant authority (the council or chief of police) to decide on the disciplinary actions to be taken against the member named in the complaint, where applicable.

41. The final decision must be put in writing, explained, and signed. The police chief shall immediately send a copy to the police officer named in the complaint and inform the complainant accordingly.

42. If a complaint against a member is rejected, no mention of the complaint shall be noted in the member's personnel file.

43. The police chief must submit to the council, no later than April 30 every year, an annual report of his or her department activities related to ethics and discipline, including a summary of any complaints received and accepted in the past year and their resulting review and handling.

CHAPTER V

DISCIPLINARY ACTION

44. Disciplinary penalties must be proportional to the seriousness of the alleged breach, taking into account the circumstances of the incident, the member's past behavior, and the content of his or her disciplinary file.

45. Potential sanctions include:

Warning: A verbal warning to a department member intended to correct a censurable situation or behavior. This warning is different than the communication set out in Section 19 of this code and must be included in the officer's file.

Reprimand: A formal written warning requiring a corrective measure, a reminder to use care and caution with respect to an obligation or omission in the performance of duties.

Suspension: A temporary work stoppage, with or without pay, for a set period **not to exceed** _____. (TBD by the council).

Demotion: A disciplinary sanction whereby an officer is moved down to a lower rank.

Dismissal: A sanction whereby an employer definitively terminates the employment relationship with the member.

46. A gesture, act, or omission for which a member is accused cannot constitute more than one breach or fault and cannot result in more than one disciplinary sanction.

On the other hand, multiple disciplinary sanctions are possible if several gestures, acts, or omissions were made or committed simultaneously or successively.

47. The disciplinary action decided on or recommended, as well as the accompanying conditions must be proportional to the seriousness of the violation committed, and specifically take into account:

- a) Any attenuating or aggravating circumstances surrounding the commission of the breach;
- b) Previous disciplinary action taken against the member;
- c) The position occupied by the member;
- d) Any blight on the image of the department or the administration of justice and the consequences thereof.

48. A **serious breach** may include any breach:

- a) That could potentially constitute a criminal offense;
- b) Causing death or serious injury to any person;

- c) Involving the protection of property or public safety;
- d) That could potentially compromise the public's trust in the police or tarnish the department's image;
- e) That jeopardizes the level of trust between police officers and their employer;
- f) That could undermine the effectiveness or quality of the department;
- g) That, in the opinion of the police chief, must be handled according to the procedure applicable to a serious breach.

A serious breach may also include:

- i) Any minor breach that is a repeat offense for which a corrective action or reprimand was already issued in accordance with this code within twenty-four (24) months preceding the commission of the breach in question;
- ii) Any minor breach—whether a repeat offense or not—committed after two (2) disciplinary actions were added to an officer's personnel file within twenty-four (24) months preceding the incident resulting in the complaint being processed.

Any breach that cannot be qualified as a serious breach as described above shall constitute a minor breach.

- 49.** The police chief, in addition to his or her decision or recommendation on the disciplinary sanction to be imposed on the member, may also impose certain terms and conditions, specifically reimbursement of damages, duty restrictions, and—when allowed for under the *Police Act*—a fine.
- 50.** The police chief may require that members undergo a medical exam or some other evaluation of their capacities, when and if the police chief has reasonable grounds to believe that such an exam is necessary. The police chief may also require that members participate in a program or take specific training or knowledge-building courses.
- 51.** Failure or refusal on the part of a member named in a complaint to comply with these conditions shall be considered a breach of discipline.
- 52.** The police chief, where needed, shall establish the terms of the suspension with or without pay, specifically with respect to the dates of the suspension and whether it is continuous or intermittent in nature.

By written request of the police officer who has been suspended without pay, the police chief may recommend to the community authorities that the number of days for which the officer will be without pay be reduced, wholly or partially, by the officer's annual vacation leave and, wholly or partially, by the officer's upcoming holiday leave at a rate of one day per week.

- 53.** Any disciplinary action imposed by the police chief is immediately enforceable, except in the case of dismissal of a police officer. In that case, the disciplinary action imposed by the police chief is subject to the approval of the band council, which must make a ruling at the earliest opportunity.

The council's decision to impose a sanction shall be communicated in writing to the police officer named in the complaint. A copy shall also be sent to the police chief and the police officer's direct supervisor, where applicable.

- 54.** If the disciplinary action recommended by the police chief is dismissal, the member shall be immediately dismissed, pending the final decision issued by the band council.

- 55.** In accordance with Section 119 of the *Police Act*:

The band council must automatically dismiss any police officer or special constable who is found guilty, in any place and once the judgment has become *res judicata*, of an act or omission referred to in paragraph 3 of Section 115 of the *Police Act* that is triable only on indictment.

The band council must impose a disciplinary action of dismissal on any police officer or special constable who is found guilty, in any place and once the judgment has become *res judicata*, of an act or omission punishable on summary conviction or by indictment, unless the police officer or special constable shows that specific circumstances justify another sanction.

CHAPTER VI

ADMINISTRATION OF DISCIPLINE

- 56.** Disciplinary action must take into account the individuals involved, the context, and the specific circumstances of each case.

- 57.** In addition to the sanctions described in Section 51, the police chief may, if he or she deems it to be in the interest of the department or the member, order the penalized member to comply with reasonable conditions in order to ensure the member's appropriate conduct and prevent repeated breaches of discipline.

- 58.** The imposition of a disciplinary sanction must be noted in the personnel file of the member concerned.

- 59.** A member on whom a disciplinary sanction other than dismissal was imposed may, after three (3) years in the case of a disciplinary suspension without pay or demotion and after two (2) years in the case of a warning or reprimand, request in writing to the police chief that the sanction be stricken from his or her personnel file.

If the director general grants the request to have the disciplinary action stricken from the personnel file, no mention of it shall remain in the file.

- 60.** A disciplinary sanction may be brought against a member only within 24 months of the time when the breach was committed, except where the breach also constitutes a criminal act punishable only by indictment.
- 61.** Police chiefs may, at the request of a party, order an investigation to be reopened by themselves or an officer designated based on the category of the offense, if one or more of the following circumstances arise:
- a) If the handling of the complaint was tainted by irregularities, to the extent that these irregularities resulted in serious prejudice against the police officer concerned, through no fault of his or her own;
 - b) If a party presents new evidence that, had it been known at the time, may have led to a different decision;
 - c) If it is a matter of correcting some material error that may have resulted in serious prejudice against the police officer concerned.
- 62.** For the purposes of enforcing this code and the review and arbitration process in the event of dismissal, the applicable procedure shall be the one set out in Sections 240–246 of the Canada Labour Code, with the necessary adaptations.

CHAPTER IX

FINAL MEASURES

- 63.** Nothing in this code shall be interpreted as restricting the authority of the chief of police or a superior, subject to the subsequent confirmation of the chief of police or, where applicable, the First Nation council, to temporarily replace or assign to other duties a police officer suspected of having committed a breach of discipline, including a criminal or penal offense, when the police chief or direct supervisor is of the opinion that there are grounds to proceed in order to protect the legitimate interests of the department, specifically with regard to its effectiveness and credibility.
- 64.** The provisions of this code shall not be interpreted as restricting the authority of the First Nation council to take administrative action against a police officer as required.
- 65.** For the purpose of interpreting this code, one business day represents _XXX_ work hours.
- 66.** This code shall not be interpreted as having any effect whatsoever on a collective agreement signed between the council and the union representing the members of the police force of the community of _XXX_, where applicable.

This code enters into effect on the date of its adoption by the band council of XXX .

SCHEDULE H

Model for Provisions Applicable to Criminal Allegation Cases

This grid, which is based on the one used by Sûreté du Québec, may be used as a reference by chiefs of police in the event criminal charges are brought against a member of the police force.

SITUATIONS			OPTIONS					NOTES
			RD	TA	FP	HP	NP	
INVESTIGATION			x	x	x			
ACCUSATION	Offenses** and statutory laws		x	x	x			
	Indictable offenses and hybrid offenses	* Potentially related to performance of duties or status as a police officer	x	x	x			
	Indictable offenses and hybrid offenses treated as indictable	Not related to performance of duties				x		*** Reimbursement of half pay if acquitted
VERDICT	Found guilty of an indictable offense						x	
	Found guilty of an offense or violation of statutory law		x	x	x			
	Acquitted		x	x	x			
INCARCERATION	After appearance and until the verdict, as long as detention lasts						x	
	After sentencing, as long as detention lasts						x	
APPEAL requested by the Crown after an acquittal			x	x	x			

Note: This grid applies to all officers, including those on sick leave.

Abbreviations: RD: Regular duty
TA: Temporary assignment
FP: Full pay
HP: Half pay
NP: No pay

* The expression "potentially related to performance of duties or status as a police officer" does not apply to a crime committed under circumstances in which it is unreasonable to claim that the crime in question could be related to the accused's police duties or status as a police officer.

** In cases where a criminal offense is unrelated to the accused's performance of duties, full pay is replaced by half pay twelve (12) months after the charges were filed if the trial has not begun. If the trial has not begun as a result of a motion for continuance by the Attorney General, the twelve (12)-month period will be extended by a period equal to the number of days between the originally scheduled trial start date and the continuance date. The half pay will be reimbursed if the officer is acquitted.

*** An officer accused of an indictable offense will also be reimbursed for half pay if he or she is found guilty of a charge reduced to a summary offense.