

**AGREEMENT ON THE PROVISION OF POLICING SERVICES
FOR THE COMMUNITY OF THE TIMISKAMING
FIRST NATION**

for the April 1st, 2009 to March 31st, 2011 period

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**AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE COMMUNITY OF THE TIMISKAMING FIRST NATION
for the April 1st, 2009 to March 31st, 2011 period**

AMONG:

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 GOUVERNEMENT DU QUÉBEC,
represented by the ministre de la Sécurité
publique et ministre responsable des Affaires
intergouvernementales canadiennes et de la
Réforme des institutions démocratiques and by
the ministre responsable des Affaires
autochtones
(hereinafter referred to as "Québec")

AND:

THE COUNCIL OF THE
TIMISKAMING FIRST NATION
represented by the Chief
(hereinafter referred to as the "Council")

(hereinafter collectively referred to as the
"Parties")

WHEREAS the Parties agree on the importance of providing professional, efficient, and culturally appropriate policing services in the community of Timiskaming First Nation (hereinafter referred to as the Timiskaming) in accordance with the applicable statutes and regulations.

WHEREAS Canada and Québec wish to provide a financial contribution for the expenses incurred in order to establish and maintain policing services within the community they shall serve.

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

TERMS OF THIS AGREEMENT

1. DESCRIPTION OF THIS AGREEMENT

This Agreement, including the preamble and schedule "A" (Budget) 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.

2. APPLICABLE LEGISLATION

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Québec.

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.

4. LEGAL SCOPE OF THIS AGREEMENT

- 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).
- 4.2 The foregoing description of the territorial jurisdiction, set out in subsection 7.1, applies strictly to this Agreement. It is without prejudice to the respective positions of the Council, Canada and Québec with regard to the community's territorial boundaries.
- 4.3 This Agreement binds the successors and duly authorized parties to this effect.

5. PURPOSE OF THIS AGREEMENT

The main purpose of this Agreement is to:

- a) ensure that the community benefits from policing services that meet its needs;
- b) establish and maintain the "Timiskaming Police Force" (herein after referred to as the "Police Force") to ensure the provision of policing services in the community, in accordance with the *Police Act* (R.S.Q., c. P-13.1);

- c) allow the Council to ensure the development of this Police Force;
- d) ensure that the community establishes structures that are independent of political powers to support the management and administration of the Police Force;
- e) provide a contribution, by Canada and Québec, to the funding of policing services covered under this Agreement.

PART II

PROVISION OF POLICING SERVICES

6. CREATION OF A POLICE FORCE AND INTERNAL MANAGEMENT

- 6.1 The Police Force shall consist of a minimum staff equivalent to four (4) officers (full time), including the Director of the Police and one (1) officer (half time). In certain exceptional circumstances, the Police Force can be made up of three (3) officers, including the Director of the Police Force, and two (2) auxiliary police officers (one (1) full time and one (1) half time).

Support staff shall assist the members of the Police Force with their work.

- 6.2 The Council shall be responsible for the establishment and administration of the Police Force. It shall be the employer of the members of the Police Force, including the Director and support staff and it shall also be responsible for their appointment.

The Council may establish internal policies and procedures for the administration of the Police Force.

7. MISSION AND TERRITORY OF THE POLICE FORCE

- 7.1 The Police Force, established in accordance with this Agreement and in accordance with section 93 of the *Police Act*, has a mission of maintaining peace, order and public safety in the territory described below, preventing and repressing crime and offences under the laws and regulations applicable in that territory and seeking out offenders:

«Lots 23 (partie), 24 (partie) 26, 28, 29, 31 et 32 (partie) Rang Front-de-la-Rivière-des-Quinze, Canton de Nédelec; lots 15 (partie), 16 et 17, bloc Y; lots 18 (partie) 19, 20, 21 et 23 du bloc Z; lots A, C, D, E et 5 à 10 inclusivement, concession 1; lots A, B (partie), C (partie), et 1 à 10 inclusivement, concession 2; lots 1, 2 (partie), 3 (partie), 5 à 10 inclusivement, concession 4; lots 2, 4 et 6 à 10 inclusivement, concession 5, canton de Nédelec. »

- 7.2 The Police Force and each of its members shall ensure the safety of persons and property, safeguard rights and freedoms, respect and remain attentive to the needs of victims, and provide support to the community.

In order to provide policing services within the territory described in subsection 7.1, the Police Force shall be responsible for:

- a) ensuring a police presence that makes it possible to respond to requests for assistance in a reasonable time;

- b) conducting investigations, which includes securing the crime scene, identifying the complainant and witnesses, taking statements, gathering clues and evidence, arresting the suspect, if possible, issuing statements of offence and making follow-up court appearances; and
 - c) implementing crime prevention measures and programs.
- 7.3 In police investigations and operations, the Director of Police, police officers and auxiliary police officers act independently and without interference and accordingly cannot be directly or indirectly instructed by the Council, its employees or any organization created by the Council.
- 7.4 This Agreement does not aim to change the mandate of the Royal Canadian Mounted Police (RCMP) or the Sûreté du Québec (SQ) under the applicable legislation.
- 7.5 The Parties recognize that effective policing requires mutual assistance and operational cooperation among the various police authorities that operate in Québec, and in keeping with their respective mandates and the applicable laws. Accordingly, an operational protocol may be established.

8. PUBLIC SAFETY COMMITTEE

- 8.1 The Council shall establish a Public Safety Committee 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 Council.
- 8.2 The Council shall, within four (4) months following the end of each fiscal year covered by this Agreement, provide Canada and Québec with an annual report containing the recommendations of the Public Safety Committee that have been adopted by the Council.

9. HIRING STANDARDS AND REQUIRED QUALIFICATIONS

- 9.1 In selecting police officers, the Council shall ensure that the candidates meet the requirements and conditions set out in section 115 of the *Police Act* and the regulations applicable to hiring.

If the candidate has completed basic training in police patrolling in an institution other than the École nationale de police du Québec (ENPQ), the Council shall ensure, prior to hiring, that the candidate has submitted proof of equivalences recognized by the ENPQ.

- 9.2 In selecting a Director of Police, the Council shall ensure that the candidate not only meets the requirements set out in subsection 9.1, but also has relevant experience in managing a police force. The Council shall give preference to candidates who have a university degree or a certificate in police management, granted or recognized by the ENPQ or, failing that, shall encourage the candidate to obtain such a degree or diploma in a reasonable time.

9.3 In selecting a police-investigator, the Council shall ensure that the candidate meets the requirements set out in subsection 9.1 of this Agreement, as well as police-investigator training granted or recognized by the ENPQ.

9.4 In unusual circumstances, where there is a shortage of candidates who meet the requirements set out in subsection 9.1 of this Agreement, the Council may hire auxiliary police officers who, in addition to meeting the conditions prescribed in subparagraphs 1 to 3 of the first paragraph of section 115 of the *Police Act*, meet at least the following criteria:

- a) be 18 years of age or older at the time they are hired;
- b) hold a valid Class 4-A licence to drive an emergency motor vehicle;
- c) have completed the ENPQ's special constable program or an equivalent program recognized by the ENPQ.

These auxiliary police officers shall act as peace officers within the Police Force and this recognition is valid only to the extent that they maintain their employer-employee relationship with the Council.

9.5 The Council shall ensure that members of its support staff are of good moral character and are qualified to work in environments where confidential information is kept.

9.6 The Parties agree that, in previous agreements on the provision of policing services, employer-employee relationships were created and maintained between the Council and some regular employees who performed policing duties whereas the training requirements were different from the current requirements. The Parties recognize that the Council chooses to maintain those employer-employee relationships. These employees are deemed, for the purposes of this Agreement, to meet the conditions prescribed in subparagraph 4 of the first paragraph of section 115 of the *Police Act*. This recognition is valid only to the extent that they maintain their employer-employee relationship with the Council.

10. SWEARING IN

The Director of the Police Force shall take the oaths set out in schedules "A" and "B" of the *Police Act* before a judge of the Court of Québec, a justice of the peace or any other commissioner for oaths, while other police officers and auxiliary police officers shall take the same oaths before the Director of the Police Force.

11. REGISTER

11.1 The Council shall maintain an up-to-date register of members of the Police Force that includes the following information for each one:

- (a) swearing-in date;

- (b) date of employment;
- (c) job description (duties, full-time, part-time job (number of hours));
- (d) number and expiry date of the Class 4A driver's licence;
- (e) diploma(s) and/or equivalence(s) recognized by the ENPQ and date(s) obtained;
- (f) date(s) obtained and title(s) of professional firearms certifications and recertifications;
- (g) date(s) obtained and title(s) of professional pepper spray certifications and recertifications;
- (h) date(s) obtained and title(s) of professional taser gun certifications and recertifications; and
- (i) date(s) obtained and title(s) of any other pertinent certification involving intermediary weapons, including the "expandable baton".

In addition, upon termination of employment of a member of the Police Force, the date of termination must be indicated in the register.

- 11.2 For each member of the Police Force, all supporting documents shall be kept in a personnel file, under lock and key, and a copy of each shall be forwarded promptly to the Ministère de la Sécurité publique (MSP) du Québec.

12. ETHICS AND INTERNAL DISCIPLINE

- 12.1 The police officers, including the Director of the Police Force and the auxiliary police officers, are subject to the *Code of Ethics of Québec Police Officers* (R.R.Q. c. 0-8.1, r.1).
- 12.2 The Council shall adopt a policy on internal discipline for the members of its Police Force and shall submit a certified copy to Québec if requested to do so. The policy shall set out the duties and standards of conduct which police officers must observe in order to ensure their effectiveness, the quality of their services and respect for the authorities to which they report. More specifically, the policy shall indicate types of conduct which constitute breaches of discipline and shall prescribe penalties.

13. RESPONSIBILITIES OF THE DIRECTOR OF POLICE

- 13.1 In addition to meeting the obligations set out in the *Police Act*, the Director of the Police Force shall bear full responsibility for managing the Police Force, in accordance with efficient police management procedures already established. His duties include:

- a) assist the Council in managing the Police Force and support staff and to ensure that policies and procedures are being respected by the Council;
- b) manage the operations of the Police Force and support staff and coordinate police operations;
- c) ensure that the *Police Ethics Code* is respected;
- d) ensure that material and equipment made available to the Police Force is used solely for the provision of policing services;
- e) provide the MSP a copy of the ongoing training plan, transmitted to the ENPQ no later than April 1st of each fiscal year, in accordance with paragraphs 3 to 6 of the *Police Act* and provide Canada a basic follow-up of this plan;
- f) report to the Public Security Committee on the operations and administration of the Police Force, including public complaints and disciplinary files.

13.2 The Director of Police shall adopt operational directives conforming to the *Manual of Police Practices* provided to the Police Force by the ministre de la Sécurité publique, in accordance with article 304 of the *Police Act*, and may adapt them to the cultural and local realities of the community, in accordance with the applicable statutes and regulations.

13.3 The Director of Police shall ensure that the members of the Police Force comply with the statutes and regulations applicable and hold professional certifications and recertifications for:

- a) the use of firearms;
- b) the use of taser guns;
- c) the use of pepper spray;
- d) the use of intermediary weapons.

13.4 The Director of Police shall ensure that pertinent information is registered with the Québec Police Information Centre (QPIC) according to the procedure agreed upon with the SQ.

14. REDUCTION IN PAY OR DISMISSAL OF THE DIRECTOR OF POLICE

The Council may terminate the employment or reduce the pay of the Director of Police with cause by passing a resolution to that effect. The Council shall promptly inform Québec in writing of the termination of employment of the Director of Police.

15. POLICE FACILITY

The Council shall provide a police facility for the use of the Police Force for the provision of policing services.

16. ACQUISITION AND STORAGE OF MATERIAL AND EQUIPMENT

- 16.1 The Council, further to recommendations of the Director of Police, shall supply material and equipment needed to provide police services, with the funds provided by Canada and Québec and, in regards to firearms, in accordance with the applicable firearms statutes and regulations.
- 16.2 The Council shall provide Canada and Québec a complete inventory of weapons of the Police Services, including intermediary weapons:
- a) within thirty (30) days of the commencement of this Agreement;
 - b) by April 1st of every year covered by this Agreement.

17. DISPOSAL OF MATERIAL AND EQUIPMENT

- 17.1 The Council is responsible for the maintenance of material and equipment of the Police Force.
- 17.2 The Council agrees to replace the material and equipment acquired during the term of this Agreement 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.
- 17.3 During the term of this Agreement, material and equipment 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 Québec in proportion to their initial contributions as set out in article 20.2. The sum due to Canada and Québec 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 Québec, as the case may be, and it shall be reimbursed no later than the thirtieth (30th) day following the transaction date. (*Note: reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Québec shall be made to the ministre des Finances du Québec.*)

Notwithstanding subsections 17.3 a) and b), Canada and Québec may, jointly and

in writing, agree that the Council use the proceeds of such sales to acquire material and equipment for the provision of policing services.

18. INSURANCE

- 18.1 The Council shall, contract and maintain a comprehensive general liability insurance covering the activities of the Police Force, its employees, officials and agents, affecting police activities, the Public Safety Committee and its members.

This insurance shall offer a protection of an amount of no less than five million dollars (\$5,000,000) 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 contractual liability, the policy shall also contain a cross liability clause.

- 18.2 The Council shall provide Canada and Québec with proof of insurance (copy of insurance policy or insurance policies) within thirty (30) days following the commencement of this Agreement and, subsequently, no later than May 1st of each fiscal year.
- 18.3 The Council shall advise Canada and Québec, without delay, if the insurer terminates the insurance.

PART III

FUNDING ARRANGEMENTS FOR POLICING SERVICES

19. INFORMATION TO THE PUBLIC

The Council hereby agrees that the contribution of Canada and Québec with respect to funding of the services may be made public by the Council and the ministers in the form of a press release, press conference or otherwise. The Council shall collaborate in the organization of the public announcement.

20. POLICING SERVICES FUNDED BY CANADA AND QUÉBEC AND THE RATIO OF THEIR RESPECTIVE CONTRIBUTION

20.1 The maximum amount by fiscal year, of costs for policing services described in the budget in Schedule "A", is established at:

- a) \$ 480,000 for fiscal year 2009-2010; and
- b) \$ 480,000 for fiscal year 2010-2011,

20.2 Canada and Québec shall contribute funds for each fiscal year in accordance with the following ratio: Canada shall pay its contribution of fifty-two percent (52%) and Québec shall pay its contribution of forty-eight (48%) percent.

- a) For the 2009-2010 fiscal year, their respective contribution shall be:
 - i) \$249,600 for Canada;
 - ii) \$230,400 for Québec.
- b) For the 2010-2011 fiscal year, their respective contribution shall be:
 - i) \$ 249,600\$ for Canada;
 - ii) \$ 230,400\$ for Québec.

21. PAYMENT SCHEDULE TERMS AND CONDITIONS

Payment Schedule for Canada

21.1 For each fiscal year covered by this Agreement, Canada shall pay the Council its annual contribution based on the following terms:

- a) twenty-five percent (25%) on, or before, May 1st of that fiscal year, pending receipt of an annual cashflow forecast that identifies monthly projections of revenues and expenditures;
- b) twenty-five percent (25%) to be provided July 1, October 1 and January 1 of

that fiscal year.

Payment Schedule for Québec:

- 21.2 For each fiscal year, Québec shall pay the Council its annual contribution based on the following terms: twenty-five percent (25%) of Quebec's share on June 1, August 1, November 1 and February 1 of that fiscal year.

22. CONDITIONS OF FUNDING

- 22.1 The contribution of funds made by Canada or Quebec, under this Agreement, is contingent on:

- a) an annual appropriation by Parliament, for the fiscal year during which a payment of Canada's contribution is to be made, pursuant to section 40 of the *Financial Administration Act*, (R.S.C.1985, c. F-11).
- b) the existence of an annual credit required, by the Assemblée nationale, for the fiscal year during which a payment of Québec's contribution is likely to be made.

- 22.2 In the event that funding is no longer available or has been decreased, Canada or Québec 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 Québec shall provide to the other Parties.

If, following the receipt of a written notice with regards to a contribution reduction, the Council can no longer meet its obligations covered under this Agreement, it may, upon providing a written notice to Canada and Québec, terminate this Agreement as of the thirtieth (30th) day following the receipt of the notice, by Canada and Québec.

- 22.3 The Council agrees to declare, in writing, prior to the signature of this Agreement, all amounts owing to Canada or Québec under any contribution agreement or regulation. The Council agrees that such amounts can be offset through the contributions provided by Canada and Québec under this Agreement.

23. SURPLUS, CARRY-OVER AND DEFICIT

- 23.1 Upon request in writing from the Council, and approval in writing by Canada and Québec, the Council may retain, during the term of this Agreement, any unexpended funding remaining at the end of each fiscal year for use in the next fiscal year, for the purposes of policing in the community and, notably, for the purposes of achieving the objectives of the FNPP. Any unexpended funding remaining at the expiry of this Agreement constitutes a debt due to Canada and Québec.

- 23.2 At the end of each fiscal year, any deficit remains the responsibility of the Council.

24. ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

24.1 The Council agrees to allocate funds obtained under this Agreement towards the following expenses:

- a) Salaries and wages for police officers, auxiliary police officers, permanent, temporary or casual employees, professional, technical, custodial, clerical and administrative services, including contributions to employment insurance, the Canada Pension Plan, the Régie des rentes du Québec or other pension plans, other employee benefit plans, workers compensation programs, and employee assistance programs;
- b) Administrative expenses as agreed to by the Parties, which cannot exceed 15% of the total budget;
- c) Costs related to the establishment and maintenance of police governance mechanisms and consultative groups (Public Safety Committee);
- d) Operating and maintenance costs if they are not covered elsewhere (e.g. minor repairs to buildings, repairs to vehicles, electrical costs, etc.);
- e) Vehicles and other necessary means of transportation;
- f) Information technology and communication systems;
- g) Training and recruitment activities for officers (including auxiliary police officers) as determined by Québec and the Council, excluding pre-employment training;
- h) Rent for the police facility;
- i) Rent subsidies for housing of officers;
- j) Insurance premiums;
- k) Legal services, excluding costs related to negotiations;
- l) Honoraria or indemnities, as defined as, time-limited remuneration for a volunteer service or participation that is consistent with, and essential to, the management of the police service or governance board;
- m) Professional fees related to the preparation of annual audited financial statements.

These expenses constitute admissible costs under the FNPP for Canada.

24.2 The Parties agree that expenses for acquisition and leasing of material and equipment required to provide policing services as set out in section 16 of this Agreement constitute operating costs as described in paragraph 24.1 d).

- 24.3 The Parties agree that only the expenses covered under subsection 24.1 are admissible under this Agreement.

25. DECLARATIONS OF THE COUNCIL

- 25.1 The Council shall declare in writing, upon signature of this Agreement and before Canada's and Québec's first payments are made, any funds from any other source that are to be used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

Subsequently, the Council shall declare in writing and upon receipt, any funds from any other source that were used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

- 25.2 If any funds provided by another Canada or Québec department or agency, are used directly or indirectly, in whole or in part, to attain the objective of this Agreement, then Canada and Québec 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 Québec is equal to the amounts provided by the federal or Québec department or agency. Canada or Québec 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. (*Note: reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Québec shall be made to the ministre des Finances du Québec*).

26. MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

- 26.1 The Council shall:

- a) maintain separate accounting records, including a separate bank account, 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 *Canadian Institute of Chartered Accountants Handbook*, including records of all expenditures made by the Council in relation to police services and invoices, receipts and vouchers relating thereto;
- c) retain all materials and records relating to this Agreement and upon this Agreement taking effect, for a period of no less than five (5) years following the expiry or termination of this Agreement.

27. REPORTS

- 27.1 The Council shall, within six (6) months following the end of each fiscal year, provide Canada and Québec with:

- a) an annual report of the activities of the Police Force demonstrating that the police services provided were professional, efficient, and culturally appropriate to the community;
- b) an audited financial statement, in accordance with generally accepted accounting principals as prescribed in the *Canadian Institute of Chartered Accountants Handbook*, including a detailed income and expense statement for all the funding received and expenditures incurred for the provision of policing services. This financial statement shall be prepared by qualified accountants, who are independent of the Council, and who are active members in good standing of one of the following professional associations: Ordre des comptables agréés du Québec (CA), Ordre des comptables en management accrédités du Québec (CMA) or the Ordre des comptables généraux licenciés du Québec (CGA).

27.2 The Council shall, within thirty (30) days following the end of each quarter of a fiscal year, provide to Canada and Québec an unaudited financial statement (cash flow) of revenues and expenses for the preceding quarter.

28. OVERPAYMENT

The Council is deemed to have received an overpayment of contributions provided, by Canada and Québec, under this Agreement when:

- a) the Council's financial statements, verified by an independent certified accountant, are completed and an overpayment has been identified;
- b) Canada or Québec carries out a financial analysis or audits the financial statements of the Council and an overpayment is identified;
- c) for any other reason, the Council did not have a right to these contributions or if Canada and Québec determine that the sums paid exceed the sum to which the Council had a right.

Any outstanding amount is then considered a debt to Canada and Québec, at their respective rate of funding, and due by the Council. The Council shall reimburse this amount no later than thirty (30) days following the date of receipt of notice, from Canada or Québec. If, however, the overpayment has been identified in the audited financial report, as set out in paragraph a), then the due date for the reimbursement shall be the date of the submission to Canada and Québec, of the audited financial report. (*Note: reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Québec shall be made to the Ministre des finances du Québec*).

Any surplus funds can be offset by reducing the contributions made by Canada and Québec.

29. INTEREST CHARGES

Any overpayment remaining owing 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.

30. AUDIT

- 30.1 The Council agrees that Canada or Québec 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 by Canada and Quebec and the consistent application of generally accepted accounting principles in the maintenance of financial records. The Council shall provide access without charge to all facilities for such audits during regular working hours within seventy-two (72) hours after receiving written notification. The results of any audits completed by Canada may be made available to the public through posting on the internet site of Public Safety and Emergency Preparedness (www.PublicSafety.gc.ca).
- 30.2 The Council shall make records and information available to the Auditor General of Canada when requested by the Auditor General for the purposes of an inquiry under subsection 7.1(1) of the *Auditor General Act* (R.S.C. 1985, c. A-17).
- 30.3 The Council shall make records and information available to the MSP when requested.

31. ASSIGNMENT AND SUBCONTRACTING

- 31.1 The Council shall not assign this Agreement, any part thereof, or any payments to be made thereunder without the written permission of Canada and Québec.
- 31.2 The Council may delegate the administrative management of the police services. For that purpose, it shall undertake a contract that details the services provided and the responsibilities and undertakings of the subcontractor.

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

- 31.3 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 Québec, provide a copy of the contract with any subcontractor with which the Council does business.

PART IV

GENERAL PROVISIONS

32. DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada 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 Québec 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 Service*.

33. 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*).

34. 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.

35. NO PARTNERSHIP

35.1 The Council shall not represent itself, in an agreement with a third party or otherwise, as being a partner, joint-venturer, agent or employee of Canada or Québec as a result of this Agreement. Canada and Québec 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.

35.2 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 Québec or the status of a person acting in a partnership or a joint venture with Canada or Québec.

36. INDEMNIFICATION

36.1 The Council shall indemnify and save harmless Canada and Québec and their respective employees and agents from and against all claims, losses, damage, actions, causes of actions, costs and expenses or liabilities that may arise directly or indirectly out of any act, omission or delay or negligence on the part of the

Council or its members, 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.

- 36.2 Neither Canada nor Québec shall be responsible for the death, or any bodily or personal injury or property damage of any nature whatsoever that the Council or their respective members, employees, agents or third parties may suffer or sustain, during the implementation of this Agreement, unless these damages have been caused by an employee or agent of Canada or Québec in the performance of their duties.

37. ACCESS TO INFORMATION AND PRIVACY

Information gathered by the Parties is subject to the rights and protection contained under pertinent federal and Québec legislation, regarding access to information and privacy law.

PART V
FINAL PROVISIONS

38. 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.

39. LIAISON COMMITTEE

39.1 A Liaison Committee is hereby established 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.

39.2 The Liaison Committee consists of three (3) persons, each representing one of the Parties to this Agreement.

Each Party is responsible for designating the person who will serve as its representative on the Committee. Each Party shall inform the other Parties of the identity of its representative within thirty (30) days upon the signature of this Agreement, or if applicable, within thirty (30) days following a vacancy or a resignation.

39.3 The Liaison Committee can make recommendations on any issue relating to the implementation of this Agreement.

The Committee's recommendations are made by consensus but are not binding on the Parties to this Agreement.

39.4 The Committee shall meet as required during the term of this Agreement. In addition, any member of the Committee may call a special meeting by giving notice to the other members of the Committee at least fifteen (15) days prior to the date of the meeting.

It is understood that any member of the Committee may invite observers to the meetings, as required.

39.5 The Parties undertake to inform the Committee, on a timely basis, of any matters that may have a substantial impact on any or all of the Parties and that may adversely affect police operations. In such cases, the Party or all Parties shall provide the Committee with sufficient time to address the issue and to propose a solution or a satisfactory conclusion for all Parties.

39.6 The Liaison Committee will be disbanded at the end of this Agreement.

40. 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 or their duly authorized representatives, except for any amendments to Schedule "A" as per paragraph 31.2.

41. DEFAULT

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

- a) reduce the contribution paid to the Council;
- b) suspend any payment; or
- c) terminate the Agreement in accordance in accordance with the terms set out in section 43.

41.2 Where there is such default, Canada or Québec shall provide the other Parties with written notice indicating said default and setting out their intention, to exercise the rights under subsection 43, if the Council does not remedy the default within thirty (30) days.

41.3 Canada and Québec 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 Québec refrains from exercising a remedy or any right herein 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 Québec shall not prevent Canada or Québec in any way from later exercising any other remedy or right under this Agreement or other applicable law.

42. DISPUTE RESOLUTION

42.1 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.

42.2 In the event of a dispute, any Party may refer the matter at issue in writing to the Committee so that the 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.

42.3 If the Committee is unable to resolve the dispute within sixty (60) days, it shall inform the Parties accordingly 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 section 43.

43. TERMINATION

43.1 This Agreement may be terminated under the following conditions:

- a) by Canada or Québec, when, as set out in the first paragraph of subsection 22.2, funding is no longer available or the appropriation has been decreased;
- b) by the Council, as set out in the second paragraph of subsection 22.2, following a reduction of funds by Canada or Québec, whereby the Council can no longer fulfill its obligations under this Agreement;
- c) by Canada or Québec, if the Council has not remedied the default to the satisfaction of Canada or Québec within the thirty (30) day period as set out in subsection 41.2; or
- d) at any time, by any Party, even if there is no default committed by another Party.

43.2 The termination shall take effect:

- a) subject to paragraph a) of subsection 43.1, thirty (30) days upon receipt of the notice that Canada or Québec, as the case may be, informs the other Parties;
- b) subject to paragraph b) of subsection 43.1, thirty (30) days upon receipt, by Canada and Québec, of a notice from the Council to this effect;
- c) subject to paragraph c) of subsection 43.1, on the date indicated in the notice provided by Canada or Québec to this effect;
- d) subject to paragraph d) of subsection 43.1, 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.

44. CARRYING OUT CERTAIN OBLIGATIONS BY THE COUNCIL IN THE EVENT OF A TERMINATION OR NON-RENEWAL OF THIS AGREEMENT

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

- a) provide Canada and Québec a complete inventory of weapons of the Police Force, including intermediary weapons;
- b) ensure that weapons belonging to the Police Force, including intermediary weapons, in accordance with the applicable statutes and regulations, are sold to another Police Force or destroyed;
- c) sell at market value, all other material and equipment acquired with funds provided under this Agreement;

- d) remit immediately to the SQ all documents, files, evidence and seized weapons or weapons under the control of the Police Force, including intermediary weapons;
- e) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- f) reimburse Canada and Québec 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 Canada and Québec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums.

The proceeds of this sale shall be considered as an amount owing to Canada and Québec in proportion to their initial contributions and shall be reimbursed no later than the thirtieth (30th) day following the transaction date. *(Note: reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Québec shall be made to the Ministre des finances du Québec).*

Any amount remaining owing 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.

45. CARRYING OUT CERTAIN OBLIGATIONS

The obligations and the provisions set out in sections 2, 4, 27, 28, 29, 30, 35, 36, 37, 38 and 44, and subsections 25.2 and 26.1 c) will continue to be in effect beyond the termination or expiry of this Agreement.

46. NOTICE

- 46.1 Any notice, request, information or any other document required with respect to this Agreement shall be deemed to be served if mailed or transmitted by fax. Any notice sent or transmitted by 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
Aboriginal Policing Directorate
Attn: Regional Manager, Québec
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8
Fax: (613) 991-0961

For Québec:

Direction des affaires autochtones
Ministère de la Sécurité publique du
Québec
2525, boul. Laurier
Tour du St-Laurent, 10^e étage
Québec (Québec) G1V 2L2
Fax: (418) 646-1869

For the Council:

Conseil de Timiskaming First Nation
18 avenue Algonquin
Case postale 336
Notre-Dame-du-Nord (Québec) JOZ 3B0
Fax : (819) 723 2353

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

47. DURATION OF THIS AGREEMENT

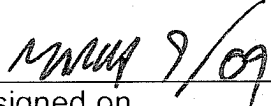
- 47.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1st, 2009 to March 31st, 2011.
- 47.2 If it has been deemed appropriate by all Parties, in writing, to conclude a new agreement, and a new agreement has not been concluded by March 31st, 2011, the provisions of this Agreement, excluding the provisions regarding financing (Part III), shall be maintained and will remain in effect until a new agreement is signed, without exceeding a maximum one (1) year period. At the end of this period, if no new agreement has been concluded, this present Agreement will expire.

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

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,




THE MINISTER OF PUBLIC SAFETY AND
EMERGENCY PREPAREDNESS

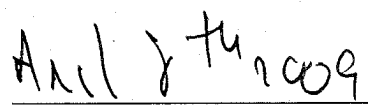


signed on

FOR THE GOUVERNEMENT DU QUÉBEC,



THE MINISTRE DE LA SÉCURITÉ PUBLIQUE
THE MINISTRE RESPONSABLE DES AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES
ET DE LA RÉFORME DES INSTITUTIONS
DÉMOCRATIQUES

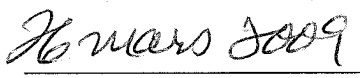


signed on

AND



THE MINISTRE RESPONSABLE
DES AFFAIRES AUTOCHTONES

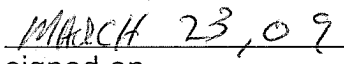


signed on

FOR THE COUNCIL



THE CHIEF



signed on

SCHEDULE "A"
BUDGET

Police Force Budget

	2009-2010	2010-2011
Revenues	\$480,000	\$480,000
Canada	249,600	249,600
Québec	230,400	230,400
 Estimated Costs		
Salaries and benefits	272,000	272,000
Police Operations	100,000	100,000
Maintenance and repairs/equipment rental	50,000	50,000
Administration		
On Going on-the-job training and education	58,000	58,000
 Total	 480,000	 480,000